



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

Thursday, October 25, 2018, 1:00-3:30 p.m.  
Utah Transit Authority Headquarters, 669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms

1. **Call to Order & Opening Remarks** **Chair Greg Bell**
2. **Pledge of Allegiance** **Cathie Griffiths**
3. **Safety First Minute** **Dave Goeres**
4. **General Public Comment Period** **Bob Biles**  
*The Board of Trustees invites brief comments from the public as defined below.*
5. **Item(s) for Consent** **Chair Greg Bell**
  - a. Approval of September 27, 2018 Board Meeting Report
  - b. Approval of September 12, 2018 Stakeholder & Planning Committee Meeting Report
  - c. Approval of October 10, 2018 Operations & Customer Experience Committee Meeting Report
  - d. Financial Report & Dashboard for August 2018
  - e. 2018 Q3 Investment Report
  - f. Finance & Audit Committee Approved \$200,000-\$999,000 Contracts, Change Orders & Disbursements
6. **Director/Agency Report** **Steve Meyer,**  
Interim Executive Director
7. **Committee Updates**
  - Operations & Customer Experience Committee Update
    - a. R2018-10-01: Resolution Approving the December 2018 Change Day Title VI Equity Analysis **Trustee Alex Cragun**  
**Nichol Bourdeaux**
  - Finance & Audit Committee Update
    - a. R2018-10-02: Resolution Authorizing Execution of an Interlocal Agreement to Fund the Davis-SLC Community Connector Bus Rapid Transit Project Conceptual Engineering and Environmental Work **Trustee Jeff Acerson**  
**Trustee Bret Millburn & Mary DeLoretto**
    - b. R2018-10-03: Resolution Ratifying the Adoption of the 2019 Tentative Budget **Steve Meyer & Bob Biles**

- |           |   |                        |
|-----------|---|------------------------|
| c.        | R2018-10-04: Resolution Authorizing Execution of Stakeholder Agreements for First/Last Mile Connection Program of Projects  | <b>Mary DeLoretto</b>  |
| d.        | R2018-10-05: Resolution Authorizing Access to the Utah Public Treasurer's Investment Fund Accounts  | <b>Bob Biles</b>       |
| e.        | R2018-10-06: Resolution Authorizing Execution of Contract with CareATC to Provide Medical Services at On-Site Medical Clinics   | <b>Kim Ulibarri</b>    |
| f.        | R2018-10-07: Resolution Authorizing Execution of Contract with Crus Oil, Inc. for the Purchase of Petroleum and Fluid Products  | <b>Todd Mills</b>      |
| g.        | R2018-10-08: Resolution Authorizing the Execution of a Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project | <b>Mary DeLoretto</b>  |
| <b>8.</b> | <b>Other Business</b><br>Final Meeting Minutes  | <b>Chair Greg Bell</b> |
| <b>9.</b> | <b>Adjourn</b>  | <b>Chair Greg Bell</b> |

**Public Comment:** Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution. 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 spokesperson designated to represent a group.

**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.

# Carbon Monoxide: The Invisible Killer





**Report 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  
September 27, 2018**

---

**Board Members Present:**

Greg Bell, Chair

Jeff Acerson

Necia Christensen

Alex Cragun

Karen Cronin (non-voting)

Babs De Lay

Andrew Jackson

Dannie McConkie

Toby Mileski

Bret Millburn

**Board Members Excused/Not in Attendance:** Cort Ashton, Gina Chamness, Jeff Hawker, Charles Henderson, Melissa Johnson, and Troy Walker

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

---

**Welcome and Call to Order.** Chair Bell welcomed attendees and called the meeting to order at 1:34 p.m. with nine board members present. The board and meeting attendees then recited the Pledge of Allegiance.

**Safety Minute.** Chair Bell yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.



**Item(s) for Consent.** Consent items consisted of the following:

- Approval of August 22, 2018 Board Meeting Report
- Financial Report & Dashboard for July 2018
- Finance & Audit Committee Approved \$200,000-\$999,000 Contracts, Change Orders & Disbursements
  - Excavation for Sandy Civic Center Parking Structure (Hamilton Partners)
  - Tooele Flex Route Transit Service (UDOT)

A motion to approve the consent agenda by acclamation was made by Trustee De Lay and seconded by Trustee Christensen. The motion carried unanimously.

**General Public Comment Period.** Public comment was given by Celina Milner. Ms. Milner spoke about harassment from various men experienced by her daughter and three of her daughter's friends near City Center on the UTA the system.

**Committee Update.**

**Stakeholder & Planning Committee Update.** Trustee Millburn said the Stakeholder & Planning Committee met earlier in the month and discussed the proposed interlocal agreement with Utah County.

**R2018-09-04: Interlocal Agreement with Utah County.** Mr. Meyer and Trustee Jackson outlined the general terms of the agreement, including scenarios for allocating sales tax funds. Discussion ensued during which questions on UTA's repayment of the bond to the Utah County, the likelihood of a Utah County referendum to implement a fourth quarter sales tax for transit, and the future vision for service in Utah County were posed by the board and answered by Mr. Meyer and Trustee Jackson.

**Public Comment.** Public comment was given by Ben Stanley. Mr. Stanley spoke in support of the agreement.

**Board Action.** A motion to approve resolution R2018-09-04 was made by Trustee Mileski and seconded by Trustee Millburn. The motion carried unanimously with affirmative votes from Trustees Acerson, Christensen, Cragun, De Lay, Jackson, McConkie, Mileski, Millburn, and Bell.

**Director/Agency Report.** Steve Meyer, UTA Interim Executive Director, delivered a report on topics including:

- Box Elder County corridor preservation
- Authorization for Ogden bus rapid transit (BRT) project to enter project development
- Grant award of \$11 million for Depot District bus maintenance facility

**Committee Update.**

**Finance and Audit Committee Update.**

**R2018-09-01: Authorizing Execution of Contract with Wadsworth Brothers Construction Company (Sandy Civic Center Parking Garage).** Paul Drake, UTA Senior Manager of Real Estate and Transit-Oriented Development, provided a history of the Sandy development and information relative to the parking garage referenced in the resolution. A question about shared occupancy was posed by the board and answered by Mr. Drake.

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

**Board Action.** A motion to approve resolution R2018-09-01 was made by Trustee Mileski and seconded by Trustee Christensen. The motion carried unanimously with affirmative votes from Trustees Christensen, Cragun, De Lay, Jackson, McConkie, Mileski, Millburn, Acerson, and Bell.

**R2018-09-02: Authorizing Execution of Contract with Department of Human Services/Division of Services for People with Disabilities (Paratransit).** Eddy Cumins, acting UTA Vice President of Operations, Capital & Assets, explained the contract, which is a revenue contract for the agency. Questions on the termination period and term of the contract were posed by the board and answered by Mr. Cumins.

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

**Board Action.** A motion to approve resolution R2018-09-02 was made by Trustee Mileski and seconded by Trustee Millburn. The motion carried unanimously with affirmative votes from Trustees Cragun, De Lay, Jackson, McConkie, Mileski, Millburn, Acerson, Christensen, and Bell.

**R2018-09-03: Authorizing Execution of Change Order with Stacy & Witbeck, Inc. (Main Street Half Grand Union Construction).** Mr. Cumins provided an overview of the maintenance project. Questions on location, noise mitigation, funding, length, and future state of good repair projects were posed by the board and answered by staff.

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

**Board Action.** A motion to approve resolution R2018-09-03 was made by Trustee Cronin and seconded by Trustee Christensen. The motion carried unanimously with affirmative votes from Trustees De Lay, Jackson, McConkie, Mileski, Millburn, Acerson, Christensen, Cragun, and Bell.

**Closed Session.** No closed session was held.

**Action Taken Regarding Matters Discussed in Closed Session.** No closed session was held.

**Other Business.** The next board meeting will be held from 1:30-4:30 p.m. on Thursday, October 25, 2018.

**Adjournment.** The meeting was adjourned at 2:43 p.m. by motion.

Transcribed by Cathie Griffiths  
Assistant to the President/CEO  
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/488305.html> for entire content.*

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



**Report of the Stakeholder & Planning Committee Meeting  
of the Board of Trustees of the Utah Transit Authority (UTA)  
Wednesday, September 12, 2018  
UTA FrontLines Headquarters, 669 West 200 South, Salt Lake City, Utah**

---

**Committee Members Present:**

Bret Millburn, Committee Chair  
Necia Christensen

Andrew Jackson  
Karen Cronin

**Other Trustees in Attendance:**

Dannie McConkie, Alex Cragun, and Jeff Acerson

**Excused Committee Members:**

Charles Henderson

---

**Welcome and Call to Order.** Chair Millburn welcomed attendees and called the meeting to order at 12:33 p.m. with three voting committee members present. Trustee Karen Cronin joined the meeting at 12:50 p.m.

**1. Safety Minute.** Chair Millburn yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

**2. Item(s) for Consent**

- Approval of May 9, 2018 Stakeholder and Planning Meeting Report

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

**3. Utah County Interlocal Agreement Regarding Fourth Quarter Transit Revenue.** UTA Interim Executive Director Steve Meyer and Trustee Jackson presented an overview of a proposed interlocal agreement (ILA) with Utah County outlining the allocation of future fourth quarter transit revenues. Highlights of the terms in the proposed agreement include:



- The purpose of the ILA is to document how the fourth quarter funds will be used in Utah County.
- The funds will be used to assume the debt payments on the Utah County bond for the local match on the Provo Orem bus rapid transit (BRT) project and for operating and maintenance costs.
- When the debt has been paid off, the fourth quarter can be used for future major capital projects and/or service.
- Based on the metropolitan planning organization recommendations, major capital projects will require written approval of the Utah County Commission.
- New transit service will be provided in accordance with the terms and conditions of a service level agreement to be executed between UTA and Utah County.

Early payoff of the Utah County bond could save taxpayers as much as \$21.5 million and allow new transit services to be implemented several years ahead of schedule.

Trustee McConkie moved to forward the ILA to the full board agenda. Trustee Jackson seconded the motion. Through a roll call vote, the motion was approved unanimously.

**4. Update on Salt Lake City Transit Master Plan.** Nichol Bourdeaux, UTA Vice President of External Affairs, provided an informational update regarding a proposed service agreement with Salt Lake City (SLC) supporting the city's transit master plan. UTA and SLC have identified the following objectives for the agreement:

- SLC and UTA wish to enable people and businesses to rely on transit, encourage permanence, and minimize changes.
- SLC and UTA recognize the value of an enduring process for decision making that stands the test of time and will establish a methodology that can be updated and applied far into the future.
- SLC and UTA are implementing a plan driven by data analysis and public engagement; transparency and accountability will shape the execution of the program.
- The plan will identify key public transportation corridors and service and improvement recommendations.
- SLC and UTA will implement policies, programs, and infrastructure that support transit.

The proposed ILA has a 20-year term and will be presented to the board in the near future.

**5. Other Business.** Chair Millburn reminded the committee members of upcoming meeting dates.

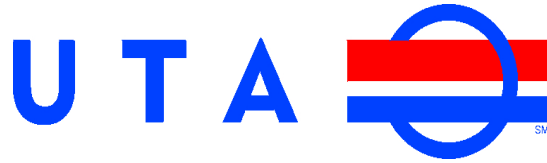
**6. Adjournment.** A motion to adjourn was made by Trustee Christensen and seconded by Trustee Cronin. The motion carried unanimously and the meeting adjourned at 1:40 p.m.

Transcribed by Eileen Billings, Senior Office Specialist  
Utah Transit Authority Communications Department  
[ebillings@rideuta.com](mailto:ebillings@rideuta.com) / 801.287-3209

*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/pm/sitemap/notice/485931.html> for entire content.*

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

UNAPPROVED



Minutes of the Operations & Customer Experience Committee Meeting  
of the Board of Trustees of the Utah Transit Authority (UTA)  
Wednesday, October 10, 2018, 2:30-4:00 p.m.  
FrontLines Headquarters, 669 West 200 South, Salt Lake City, UT

**Committee Members:**

Alex Cragun, Chair  
Babs De Lay  
Toby Mileski

---

**Welcome**

Chair Cragun welcomed attendees and called the meeting to order at 2:31 p.m.

**1. Safety First Minute (Dave Goeres)**

Chair Cragun yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

**2. Approval of June 13, 2018 Operations & Customer Experience Meeting Report**

A motion to approve the meeting report was made by Trustee Mileski and seconded by Trustee De Lay. The motion carried unanimously.

**3. Title VI Equity Analysis for December Change Day (Nichol Bourdeaux)**

Nichol Bourdeaux, UTA Vice President of External Affairs, described the change day process and the public outreach associated with it:

- 1) Route F605 is a new flex route in the Centerville-Bountiful-Woods Cross area.
- 2) A public comment period started on September 11 and closes on October 10 (later today). Public feedback received to date prompted a minor change in the route location.
- 3) There are no negative impacts to adding this service.
- 4) Questions regarding cost, marketing, and long-term plans were posed by trustees and answered by staff.

A motion to forward the report to the full board was made by Trustee DeLay and seconded by Trustee Mileski. The motion carried unanimously.

**4. Informational Presentation: Community Service Planning Approach (Nichol Bourdeaux)**

Ms. Bourdeaux delivered a presentation on the challenges of growth and identifying the right transit services for the community.

**5. Other Business (Alex Cragun)**

No other business was discussed.

**6. Adjourn (Alex Cragun)**

The meeting was adjourned at 2:50 p.m. by motion.

Report Transcribed by Melanie Penton  
Assistant to Nichol Bourdeaux  
VP of External Affairs & Constituent Services  
Utah Transit Authority  
[mpenton@rideuta.com](mailto:mpenton@rideuta.com)  
801.237.1929

*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/491087.html> for entire content.*

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

UNAPPROVED

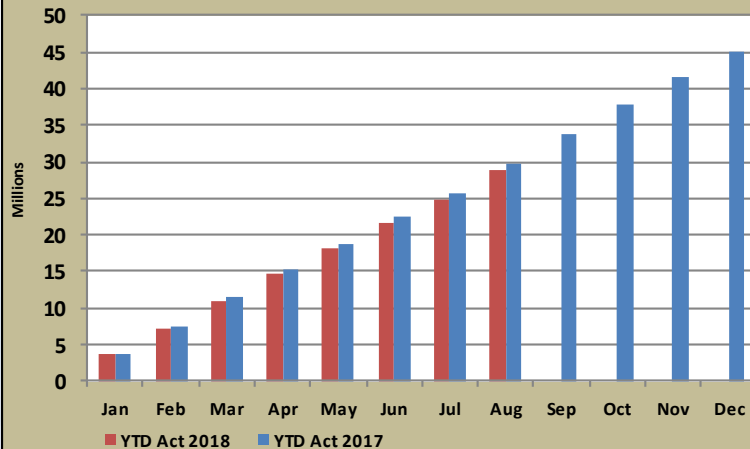


# UTA Board Dashboard:

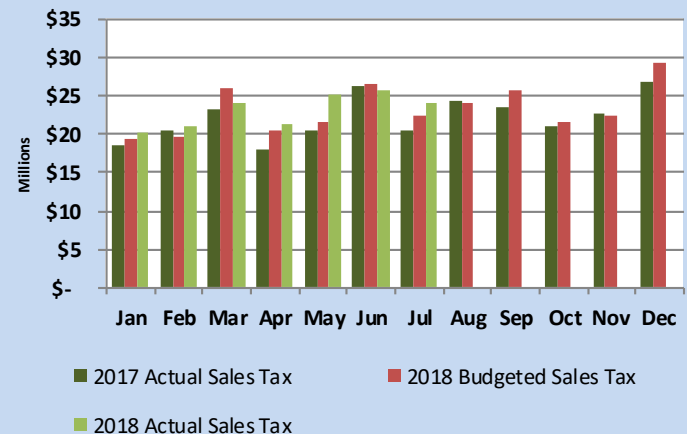
## August 2018

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	Aug Actual	Aug Budget		%	YTD Actual	YTD Budget		%
Sales Tax (July '18 mm \$)	\$ 24.0	\$ 22.5	\$ 1.52	6.7%	\$ 161.3	\$ 155.7	\$ 5.54	3.6%
Fare Revenue (mm)	\$ 4.2	\$ 4.0	\$ 0.20	5.1%	\$ 33.9	\$ 31.5	\$ 2.43	7.7%
Operating Exp (mm)	\$ 24.0	\$ 23.4	\$ (0.57)	-2.4%	\$ 178.8	\$ 184.1	\$ 5.25	2.9%
Investment Per Rider (IPR)	\$ 5.06	\$ 5.13	\$ 0.07	1.4%	\$ 5.03	\$ 5.13	\$ 0.10	1.9%
IPR adj for fuel price	\$ 4.63	\$ 5.13	\$ 0.50	9.7%	\$ 5.00	\$ 5.13	\$ 0.13	2.5%
UTA Diesel Price (\$/gal)	\$ 2.72	\$ 2.20	\$ (0.52)	-23.5%	\$ 2.41	\$ 2.20	\$ (0.21)	-9.4%
Operating Metrics	Aug Actual	Aug-17	F/(UF)	%	YTD Actual	YTD 2017	F/(UF)	%
Ridership (mm)	3.91	4.01	(0.1)	-2.6%	28.81	29.82	(1.0)	-3.4%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rtl)	\$ 1.16	Revenue Development (m\$)			\$ 33.88			
Debt Service	Aug Actual	Aug-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 8.60	\$ 7.71	\$ (0.89)	-11.6%	\$ 78.61	\$ 68.75	\$ (9.85)	-14.3%

### UTA Ridership Trends

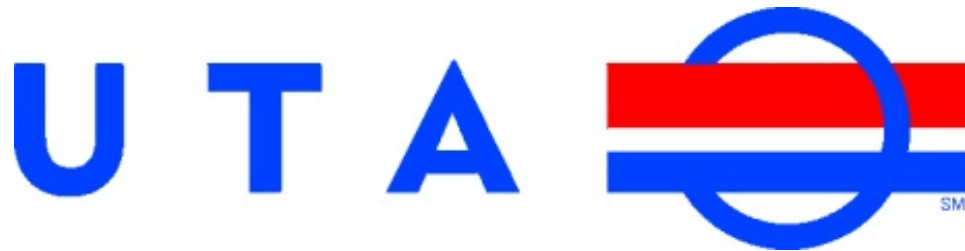


### UTA Sales Tax Trends



**Utah Transit Authority**  
**Financial Statement**  
(Unaudited)

August 31, 2018



	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 183,377,107	\$ 179,902,908	\$ 3,474,199	2%
2 Passenger Revenue	\$ 33,907,070	\$ 31,476,104	2,430,966	8%
3 Other Revenue	\$ 52,791,185	\$ 49,181,667	3,609,519	7%
4 <b>Total Revenue</b>	<b>270,075,362</b>	<b>260,560,679</b>	<b>9,514,684</b>	<b>4%</b>
5 Net Operating Expenses	(178,836,641)	(184,085,914)	5,249,273	3%
<b>Net Operating Income (Loss)</b>	<b>91,238,721</b>	<b>76,474,765</b>	<b>14,763,957</b>	<b>19%</b>
6 Debt Service	78,607,678	77,422,368	(1,185,310)	-2%
7 Other Non-Operating Expenses	2,996,030	3,670,000	673,970	18%
8 Sale of Assets	(5,243,060)	-	5,243,060	
9 <b>Contribution to Capital Reserves</b>	<b>\$ 14,878,073</b>	<b>\$ (4,617,603)</b>	<b>\$ 19,495,677</b>	
10 Bond Debt Service - Series 2007A CAB	69,069			
11 Amortization	(2,578,387)			
12 Depreciation	93,926,270			
13 <b>Total Non-cash Items</b>	<b>\$ 91,416,952</b>			

GOALS

RIDERSHIP

2017 Actual	August 2018	August 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,908,188	4,011,956	-103,768	28,813,761	29,824,051	-1,010,290

REVENUE DEVELOPMENT

	YTD
15 Federal/Local/Regional	\$33,878,610

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR with Fuel Adjustment
16 Net Operating Expense	\$ 178,836,641	Net Operating Expense	\$ 178,836,641
17 Less: Passenger Revenue	(33,907,070)	Less: Passenger Revenue	(33,907,070)
18		Fuel Adjustment	(811,824)
19 Subtotal	144,929,571	Subtotal	144,117,747
20 Divided by: Ridership	÷ 28,813,761	Divided by: Ridership	÷ 28,813,761
21 Investment per Rider	\$ 5.03	Investment per Rider	\$ 5.00

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of August 31, 2018

BALANCE SHEET

	<u>8/31/2018</u>	<u>8/31/2017</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 10,475,331	\$ 9,458,861
2 Investments (Unrestricted)	73,207,046	(1,198,207)
3 Investments (Restricted)	146,937,644	186,920,846
4 Receivables	57,670,191	50,442,007
5 Receivables - Federal Grants	35,433,354	19,097,090
6 Inventories	35,121,229	32,036,397
7 Prepaid Expenses	433,193	(324,964)
8 <b>TOTAL CURRENT ASSETS</b>	<u><b>\$ 359,277,988</b></u>	<u><b>\$ 296,432,030</b></u>
9 Property, Plant & Equipment (Net)	2,938,566,026	3,004,515,449
10 Other Assets	145,017,783	123,052,793
11 <b>TOTAL ASSETS</b>	<u><b>\$ 3,442,861,797</b></u>	<u><b>\$ 3,424,000,272</b></u>
12 Current Liabilities	23,137,219	\$ 23,456,693
13 Other Liabilities	268,373,839	222,442,350
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,199,553,991	2,126,802,972
16 Equity	850,920,194	938,373,136
17 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>\$ 3,442,861,797</b></u>	<u><b>\$ 3,424,000,272</b></u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
18 Debt Service Reserves	37,997,068	46,567,891
19 2015A Sub Interest Reserves		
20 2018 Bond Proceeds	58,565,968	
21 Debt Service Interest Payable	18,357,846	16,987,492
22 Risk Contingency	7,647,617	7,495,114
23 Box Elder County ROW (sales tax)	6,783,789	5,830,794
24 Mountain Accord	149,708	243,319
25 Joint Insurance Trust	4,070,275	3,256,602
26 UT County Bond Proceeds	4,033,273	43,738,918
27 Amounts held in escrow	9,332,100	4,254,215
28 <b>TOTAL RESTRICTED RESERVES</b>	<u><b>\$ 146,937,644</b></u>	<u><b>\$ 128,374,345</b></u>
<b>DESIGNATED OPERATING RESERVES</b>		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	32,541,912	14,858,258
34 <b>TOTAL DESIGNATED OPERATING RESERVES</b>	<u><b>\$ 77,349,577</b></u>	<u><b>\$ 58,546,501</b></u>
35 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<u><b>\$ 224,287,221</b></u>	<u><b>\$ 186,920,846</b></u>



SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of August 31, 2018

REVENUE & EXPENSES

	ACTUAL Aug-18	ACTUAL Aug-17	YTD 2018	YTD 2017
<b>REVENUE</b>				
1 Passenger Revenue	\$ 4,201,627	\$ 4,155,396	\$ 33,907,070	\$ 33,732,421
2 Advertising Revenue	200,000	195,833	1,600,000	1,566,664
3 Investment Revenue	715,353	401,358	4,294,094	1,808,961
4 Sales Tax	22,923,560	23,893,357	183,377,107	171,002,677
5 Other Revenue	534,337	301,203	6,589,935	2,343,111
6 Fed Operations/Preventative Maint.	3,753,609	4,563,262	40,307,156	41,016,641
7 <b>TOTAL REVENUE</b>	<b>\$ 32,328,486</b>	<b>\$ 33,510,409</b>	<b>\$ 270,075,362</b>	<b>\$ 251,470,475</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,861,584	\$ 8,509,655	\$ 63,474,982	\$ 59,298,182
9 Commuter Rail	2,312,511	1,932,443	16,060,528	14,127,268
10 Light Rail	2,910,386	3,628,285	23,543,707	23,238,913
11 Maintenance of Way	1,310,328	1,651,620	10,279,502	10,714,767
12 Paratransit Service	2,060,210	1,598,051	14,277,308	13,146,532
13 RideShare/Van Pool Services	255,628	205,038	2,046,013	1,854,882
14 Operations Support	3,721,767	3,667,626	29,825,425	27,714,284
15 Administration	2,529,284	3,105,119	19,329,176	19,382,944
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 23,961,698</b>	<b>\$ 24,297,837</b>	<b>\$ 178,836,641</b>	<b>\$ 169,477,772</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 8,366,788</b>	<b>\$ 9,212,572</b>	<b>\$ 91,238,721</b>	<b>\$ 81,992,703</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 400,212	\$ 627,137	\$ 2,996,030	\$ 3,389,258
19 Major Investment Studies		(3,767)	-	7,480
20 Offsetting Investment Studies			-	-
21 Bond Principal	182,778	766,667	10,113,888	5,913,336
22 Bond Interest	7,901,567	6,540,260	63,059,579	55,692,109
23 Bond Funded Interest - 2015A Sub		47,716	-	4,867,058
24 Bond Cost of Issuance/Fees	4,000	4,000	1,048,622	35,150
25 Lease Cost	514,896	349,885	4,385,589	2,245,355
26 Sale of Assets	(30,966)		(5,243,060)	(2,365,368)
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 8,972,487</b>	<b>\$ 8,331,898</b>	<b>\$ 76,360,648</b>	<b>\$ 69,784,378</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ (605,699)</b>	<b>\$ 880,674</b>	<b>\$ 14,878,073</b>	<b>\$ 12,208,325</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ -	\$ 15,859	\$ 69,069	\$ 126,872
30 Bond Premium/Discount Amortization	(1,076,976)	(1,321,256)	(8,588,189)	(10,570,050)
31 Bond Refunding Cost Amortization	683,649	685,192	5,469,193	5,481,536
32 Future Revenue Cost Amortization	67,576	67,576	540,609	540,608
33 Depreciation	11,547,971	12,560,000	93,926,270	100,480,000
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 11,222,220</b>	<b>\$ 12,007,371</b>	<b>\$ 91,416,952</b>	<b>\$ 96,058,966</b>

CURRENT MONTH

	ACTUAL Aug-18	BUDGET Aug-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 4,201,627	\$ 3,999,119	\$ 202,508	5%
2 Advertising Revenue	200,000	213,833	(13,833)	-6%
3 Investment Revenue	715,353	311,000	404,353	130%
4 Sales Tax	22,923,560	24,174,035	(1,250,475)	-5%
5 Other Revenue	534,337	564,333	(29,996)	-5%
6 Fed Operations/Preventative Maint.	3,753,609	5,068,917	(1,315,308)	-26%
7 <b>TOTAL REVENUE</b>	<b>\$ 32,328,486</b>	<b>\$ 34,331,237</b>	<b>\$ (2,002,751)</b>	<b>-6%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,861,584	\$ 8,278,285	\$ (583,299)	-7%
9 Commuter Rail	2,312,511	1,950,149	(362,362)	-19%
10 Light Rail	2,910,386	2,962,338	51,952	2%
11 Maintenance of Way	1,310,328	1,543,796	233,468	15%
12 Paratransit Service	2,060,210	1,924,188	(136,022)	-7%
13 RideShare/Van Pool Services	255,628	267,535	11,907	4%
14 Operations Support	3,721,767	3,771,403	49,636	1%
15 Administration	2,529,284	2,698,129	168,845	6%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 23,961,698</b>	<b>\$ 23,395,823</b>	<b>\$ (565,875)</b>	<b>-2%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 8,366,788</b>	<b>\$ 10,935,414</b>	<b>\$ (2,568,626)</b>	<b>-23%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 400,212	\$ 458,750	\$ 58,538	13%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	182,778	-	(182,778)	
22 Bond Interest	7,901,567	8,051,454	149,887	2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	4,000	5,458	1,458	27%
25 Lease Cost	514,896	1,081,746	566,850	52%
26 Sale of Assets	(30,966)	-	30,966	
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 8,972,487</b>	<b>\$ 9,597,408</b>	<b>\$ 624,921</b>	<b>7%</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ (605,699)</b>	<b>\$ 1,338,006</b>	<b>\$ (1,943,705)</b>	<b>145%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ -			
30 Bond Premium/Discount Amortization	(1,076,976)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	11,547,971			
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 11,222,220</b>			

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of August 31, 2018

YEAR TO DATE

	ACTUAL Aug-18	BUDGET Aug-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 33,907,070	\$ 31,476,104	\$ 2,430,966	8%
2 Advertising Revenue	1,600,000	1,627,667	(27,667)	-2%
3 Investment Revenue	4,294,094	2,488,000	1,806,094	73%
4 Sales Tax	183,377,107	179,902,908	3,474,199	2%
5 Other Revenue	6,589,935	4,514,667	2,075,269	46%
6 Fed Operations/Preventative Maint.	40,307,156	40,551,333	(244,177)	-1%
7 <b>TOTAL REVENUE</b>	<b>\$ 270,075,362</b>	<b>\$ 260,560,679</b>	<b>\$ 9,514,684</b>	<b>4%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 63,474,982	\$ 64,407,874	\$ 932,892	1%
9 Commuter Rail	16,060,528	15,277,468	(783,060)	-5%
10 Light Rail	23,543,707	23,490,895	(52,812)	0%
11 Maintenance of Way	10,279,502	11,819,634	1,540,132	13%
12 Paratransit Service	14,277,308	15,296,168	1,018,860	7%
13 RideShare/Van Pool Services	2,046,013	2,139,787	93,774	4%
14 Operations Support	29,825,425	30,053,167	227,742	1%
15 Administration	19,329,176	21,600,921	2,271,745	11%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 178,836,641</b>	<b>\$ 184,085,914</b>	<b>\$ 5,249,273</b>	<b>3%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 91,238,721</b>	<b>\$ 76,474,765</b>	<b>\$ 14,763,957</b>	<b>19%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 2,996,030	\$ 3,670,000	\$ 673,970	18%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	10,113,888	9,200,000	(913,888)	-10%
22 Bond Interest	63,059,579	62,925,090	(134,489)	0%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,048,622	43,667	(1,004,955)	-2301%
25 Lease Cost	4,385,589	5,253,611	868,022	17%
26 Sale of Assets	(5,243,060)	-	5,243,060	
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 76,360,648</b>	<b>\$ 81,092,368</b>	<b>\$ 4,731,720</b>	<b>6%</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 14,878,073</b>	<b>\$ (4,617,603)</b>	<b>\$ 19,495,677</b>	<b>422%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ 69,069			
30 Bond Premium/Discount Amortization	(8,588,189)			
31 Bond Refunding Cost Amortization	5,469,193			
32 Future Revenue Cost Amortization	540,609			
33 Depreciation	93,926,270			
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 91,416,952</b>			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,695,395	\$ 23,516,922	32.7%
2 INFORMATION TECHNOLOGY	2,082,757	8,594,818	24.2%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	484,764	1,035,796	46.8%
4 CAPITAL PROJECTS	5,831,445	41,057,292	14.2%
5 PROVO OREM BRT	22,873,331	40,227,000	56.9%
6 AIRPORT STATION RELOCATION	1,010,307	22,901,499	4.4%
7 STATE OF GOOD REPAIR	9,836,430	29,674,141	33.1%
8 PROP 1 PROJECTS	1,834,635	11,067,067	16.6%
9 TIGER (INCLUDING PROP#1 TIGER)	321,039	13,104,294	2.4%
10 TOTAL	<u>\$ 51,970,104</u>	<u>\$ 191,178,829</u>	27.2%
<b>REVENUES</b>			
14 GRANT	\$ 3,726,741	\$ 26,114,493	14.3%
16 PROVO-OREM TRIP	22,873,331	30,000,000	76.2%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	2,035,887	50,877,399	4.0%
19 LOCAL PARTNERS	267,510	14,318,487	1.9%
15 TRANSFER FROM OPERATING (PROP 1)	1,834,635	3,997,323	0.0%
20 UTA FUNDING	14,991,090	44,708,082	33.5%
21 TOTAL	<u>\$ 51,970,104</u>	<u>\$ 191,178,829</u>	27.2%



As of August 31, 2018

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Aug-18	Aug-17	2018	2017
<b>UTA</b>				
Fully Allocated Costs	23,961,698	24,297,837	178,845,983	169,477,673
Passenger Farebox Revenue	4,205,511	4,157,432	33,907,070	33,735,426
Passengers	3,908,188	4,011,956	28,813,761	29,824,052
Farebox Recovery Ratio	17.6%	17.1%	19.0%	19.9%
Actual Investment per Rider	\$5.06	\$5.02	\$5.03	\$4.55
GOAL Investment per Rider				
<b>BUS SERVICE</b>				
Fully Allocated Costs	11,610,369	11,504,058	85,183,590	80,001,427
Passenger Farebox Revenue	1,667,339	1,617,817	13,212,956	12,886,713
Passengers	1,690,171	1,705,671	12,387,044	12,893,064
Farebox Recovery Ratio	14.4%	14.1%	15.5%	16.1%
Actual Investment per Rider	\$5.88	\$5.80	\$5.81	\$5.21
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,102,953	7,182,773	48,798,436	47,445,699
Passenger Farebox Revenue	1,489,827	1,464,462	11,922,769	11,666,059
Passengers	1,579,820	1,691,848	11,780,474	12,304,898
Farebox Recovery Ratio	24.4%	20.4%	24.4%	24.6%
Actual Investment per Rider	\$2.92	\$3.38	\$3.13	\$2.91
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,655,440	3,413,167	26,105,615	24,272,171
Passenger Farebox Revenue	494,196	480,833	3,894,655	3,766,890
Passengers	465,452	442,647	3,269,368	3,192,571
Farebox Recovery Ratio	13.5%	14.1%	14.9%	15.5%
Actual Investment per Rider	\$6.79	\$6.62	\$6.79	\$6.42
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,137,611	1,796,932	15,493,718	14,457,620
Passenger Farebox Revenue	229,710	281,215	2,271,896	2,841,095
Passengers	75,890	74,331	561,485	558,908
Farebox Recovery Ratio	10.7%	15.6%	14.7%	19.7%
Actual Investment per Rider	\$25.14	\$20.39	\$23.55	\$20.78
<b>RIDESHARE</b>				
Fully Allocated Costs	455,325	400,907	3,264,624	3,300,755
Passenger Farebox Revenue	324,439	313,105	2,604,793	2,574,667
Passengers	96,855	97,460	815,389	874,611
Farebox Recovery Ratio	71.3%	78.1%	79.8%	78.0%
Actual Investment per Rider	\$1.35	\$0.90	\$0.81	\$0.83

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Aug-18	Aug-17	2018	2017
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$11,610,369	\$11,504,058	\$85,183,590	\$80,001,427
Light Rail Service	\$6,102,953	\$7,182,773	\$48,798,436	\$47,445,699
Commuter Rail Service	\$3,655,440	\$3,413,167	\$26,105,615	\$24,272,171
Paratransit	\$2,137,611	\$1,796,932	\$15,493,718	\$14,457,620
Rideshare	\$455,325	\$400,907	\$3,264,624	\$3,300,755
<b>UTA</b>	<b>\$23,961,698</b>	<b>\$24,297,837</b>	<b>\$178,845,983</b>	<b>\$169,477,672</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,667,339	\$1,617,817	\$13,212,956	\$12,886,713
Light Rail Service	\$1,489,827	\$1,464,462	\$11,922,769	\$11,666,059
Commuter Rail Service	\$494,196	\$480,833	\$3,894,655	\$3,766,890
Paratransit	\$229,710	\$281,215	\$2,271,896	\$2,841,095
Rideshare	\$324,439	\$313,105	\$2,604,793	\$2,574,667
<b>UTA</b>	<b>\$4,205,511</b>	<b>\$4,157,432</b>	<b>\$33,907,070</b>	<b>\$33,735,425</b>
<b>PASSENGERS</b>				
Bus Service	1,690,171	1,705,671	12,387,044	12,893,064
Light Rail Service	1,579,820	1,691,848	11,780,474	12,304,898
Commuter Rail Service	465,452	442,647	3,269,368	3,192,571
Paratransit	75,890	74,331	561,485	558,908
Rideshare	96,855	97,460	815,389	874,611
<b>UTA</b>	<b>3,908,188</b>	<b>4,011,956</b>	<b>28,813,761</b>	<b>29,824,051</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	14.4%	14.1%	15.5%	16.1%
Light Rail Service	24.4%	20.4%	24.4%	24.6%
Commuter Rail Service	13.5%	14.1%	14.9%	15.5%
Paratransit	10.7%	15.6%	14.7%	19.7%
Rideshare	71.3%	78.1%	79.8%	78.0%
<b>UTA</b>	<b>17.6%</b>	<b>17.1%</b>	<b>19.0%</b>	<b>19.9%</b>
<b>ACTUAL INVESTMENT PER RIDER</b>				
Bus Service	\$5.88	\$5.80	\$5.81	\$5.21
Light Rail Service	\$2.92	\$3.38	\$3.13	\$2.91
Commuter Rail Service	\$6.79	\$6.62	\$6.79	\$6.42
Paratransit	\$25.14	\$20.39	\$23.55	\$20.78
Rideshare	\$1.35	\$0.90	\$0.81	\$0.83
<b>UTA</b>	<b>\$5.06</b>	<b>\$5.02</b>	<b>\$5.03</b>	<b>\$4.55</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of August 31, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government <sup>1</sup>	\$ 35,433,354	\$ 35,433,354				
2 Local Contributions <sup>2</sup>	46,076,165	46,075,582				583
3 Pass Sales	347,407	355,184	(77,750)	13,841	5,336	50,796
4 Property Management	152,989	101,783	1,884	11,354	1,140	36,828
5 Vanpool/Rideshare	50,845	35,771	5,955	(80)	1,999	7,200
6 Product Sales and Development	3,318,050	3,204,378	31,175	15,863	5,391	61,243
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	3,202,444	3,000,000			5,206	197,238
9 Mobility Management	1,700	-			-	1,700
10 Paratransit	11,250	11,250				-
11 Other <sup>3</sup>	4,507,541	4,507,541				
12 <b>Total</b>	<b>\$ 93,103,545</b>	<b>\$ 92,724,843</b>	<b>\$ (38,736)</b>	<b>\$ 40,978</b>	<b>\$ 19,072</b>	<b>\$ 357,388</b>

Percentage Due by Aging

13 Federal Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions <sup>2</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	102.2%	-22.4%	4.0%	1.5%	14.6%	
16 Property Management	66.5%	1.2%	7.4%	0.7%	24.1%	
17 Vanpool/Rideshare	70.4%	11.7%	-0.2%	3.9%	14.2%	
18 Product Sales and Development	96.6%	0.9%	0.5%	0.2%	1.8%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	93.7%	0.0%	0.0%	0.2%	6.2%	
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
24 <b>Total</b>	<b>99.6%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.4%</b>	

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM AUGUST 1, 2018 THROUGH AUGUST 31, 2018  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
15-577TP EMPLOYEE HEALTH CLINIC	4/28/2016	CAREHERE, LLC.	338315	8/2/2018	\$ 219,824.94
14-1063JH TIMP FACILITY EXPANSION	7/29/2015	BIG D CONSTRUCTION	338492	8/8/2018	603,246.33
17-2149TP AIRPORT LRT DESIGN	8/30/2016	HELLMUTH, OBATA & KASSBAUM, INC.	338499	8/8/2018	299,771.51
14-17TH POSITIVE TRAIN CONTROL	10/6/2004	ROCKY MOUNTAIN SYSTEMS SERVICE	338500	8/8/2018	328,269.65
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL WITHDRAWAL		8/14/2018	226,461.73
17-2221PP ADA ACCESSIBLE TRANSIT VANS	6/1/2017	LEWIS BUS GROUP	338682	8/16/2018	246,658.79
17-2124PP REPLACE MOBILE COMPUTERS	2/17/2017	BROADCAST MICROWAVE SERVICES, INC.	338683	8/16/2018	442,120.00
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	338688	8/16/2018	318,502.36
14-1109TH ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	338866	8/23/2018	220,743.93
14-17TH POSITIVE TRAIN CONTROL	10/6/2004	ROCKY MOUNTAIN SYSTEMS SERVICE	338878	8/23/2018	775,094.55
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	338891	8/23/2018	470,487.50
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	338910	8/23/2018	9,740,007.55
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	338987	8/30/2018	2,328,640.79
R2018-05-09		ROCKY MOUNTAIN POWER	339090	8/30/2018	376,334.64

## Utah Transit Authority

### Investment Portfolio

September 30, 2018

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
FHLB 2.000%	313380GJ0	\$ 5,015,494.44	9/25/2017	9/9/2022	1.953%	\$ 97,861
FHLB 2.000%	313380GJ0	\$ 5,011,255.56	9/29/2017	9/9/2022	1.976%	\$ 98,892
FHLB 2.000%	313380GJ0	\$ 5,011,405.56	9/29/2017	9/9/2022	1.975%	\$ 98,863
FHLB 2.000%	313380GJ0	\$ 5,008,311.11	10/10/2017	9/9/2022	2.001%	\$ 100,167
FAMCA 1.800%	3132X0WX5	\$ 4,952,250.00	10/11/2017	8/26/2022	2.051%	\$ 102,670
FFCB 2.08%	3133EHM91	\$ 4,992,900.00	11/1/2017	11/1/2022	2.110%	\$ 105,623
FHLB 2.030%	3130ACS96	\$ 4,982,373.61	11/14/2017	11/7/2022	2.113%	\$ 105,774
FFCB 2.08%	3133EHM91	\$ 4,987,466.67	11/22/2017	11/1/2022	2.110%	\$ 105,623
		\$ 39,961,456.95				

Zions Capital Advisors	\$ 26,247,879.55	2.429%	\$ 637,561
Zions Bank	\$ 16,745,428.73	2.010%	\$ 336,583
Public Treasurer's Investment Fund	\$ 150,747,215.01	2.598%	\$ 3,916,262
<b>Total Investments</b>	<u>\$ 233,701,980.24</u>	2.442%	<u>\$ 5,705,879</u>

#### Rates as of Last Trading Day of

	July	August	September
Zions Capital Advisors	2.387%	2.336%	2.512%
Public Treasurer's Investment Fund	2.580%	2.584%	2.598%
Benchmark Return*	2.030%	2.110%	2.190%

\*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

#### Investments Purchased July 1 through September 30, 2018

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

#### Investments Sold July 1 through September 30, 2018

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						

# General Contracts, Change Orders and Disbursements

Revenue Contracts
Disbursements
Contracts & change orders
Pre-Procurements (information)

<b>Change Orders</b>
----------------------

**Board 10/25/18**

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary Description & Purpose	Vendor (or potential vendors)	Total Contract Value	Change Order Amount	Total Contract Amount After Change Order	Percentage Change	Contract Start Date	Contract End Date (incl. options)	Included In 2018 Budget?	Solicitation Method	Number Of Firms Which Responded To Solicitation	Total Contract Amount Of Next Lowest Bidder
5f1	Motion to approve	Contract is \$200,000 - \$999,999	5310 Contract	Ryan Taylor	5310 Contract	Kostopolus Dream Foundation 5310 Contract	Kostopolus Dream Foundation	\$ 426,622	\$ -	N/A	N/A	9/28/2018	6/30/2021	Yes	5310 Grant	N/A	N/A
5f2	Motion to approve	Contract is \$200,000 - \$999,999	Contract	Steve Meyer	Holiday Gift Cards	Employee holiday gift cards for employee appreciation	Harmon's Grocery	\$ 282,750	\$ -	N/A	N/A	11/1/2018	11/1/2018	Yes	IFB	3	\$ 289,250

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE DECEMBER 2018 CHANGE DAY  
TITLE VI EQUITY ANALYSIS**

R2018-10-01

October 25, 2018

WHEREAS, the 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 Board of Trustees of the Authority (the "Board"), in keeping with Federal Transit Administration's requirements and the Civil Rights Act of 1964, has considered and reviewed the December 2018 Change Day Title VI Equity Analysis ("Title VI Equity Analysis") prepared by Authority staff; and

WHEREAS, the December 2018 Change Day adds flex route service to Davis County; and

WHEREAS, the Title VI Equity Analysis found no disparate impact and no disproportionate burden; and

WHEREAS, the Board has desires to approve the Title VI Equity Analysis.

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

1. That the December 2018 Change Day Title VI Equity Analysis prepared by Authority staff, a copy of which is attached hereto as Exhibit A, is hereby approved by the Authority.
2. That the Board hereby ratifies any and all actions taken by the Authority's Interim Executive Director and staff in furtherance of and effectuating the intent of this Resolution.
3. That a copy of this Resolution shall be submitted to the Federal Transit Administration.
4. That the corporate seal be attached hereto.



APPROVED AND ADOPTED this 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>h</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

Exhibit A



# Title VI Service Equity Analysis

December 2018

Utah Transit Authority  
Prepared by: Andrew Gray  
Graphics and Data: Joseph Taylor

# Contents

Introduction .....	3
Summary of Proposed Changes .....	3
Addition of Service – Route F605:.....	3
UTA Policy and Definitions.....	4
Definitions.....	4
Major Service Change .....	5
Evaluation and Analysis of Service and Fare Changes .....	5
Disparate Impact and Disproportionate Burden .....	6
Finding a Disparate Impact .....	6
Finding a Disproportionate Burden .....	7
Proposed Changes.....	8
Route F605 .....	8
Analysis of Proposed Changes .....	9
Route F605 .....	10
Low-Income Analysis – Stop Based .....	10
Minority Analysis – Stop Based .....	11
Low-Income Analysis – Flex Buffer .....	12
Minority Analysis – Flex Buffer .....	13
Findings of Analysis.....	14
Addition of Service - Route F605: .....	14
Appendix A – December 2018 Change Day Public Comment Report.....	15

## Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The Utah Transit Authority has committed to the Federal Transit Administration's (FTA) Title VI objectives set forth in Circular 4702.1B by ensuring that UTA's services are equitably offered and resources distributed without regard to race, color, or national origin.

The following analysis is of proposed changes to be implemented in December of 2018. These changes are being proposed to best utilize public funds and improve services and the functionality of the system. Though the proposed changes are facially neutral, this analysis, in accordance with FTA requirements, will ensure that these changes will not have disproportionately negative impact on minority and/or low-income populations within UTA's service area. If these changes are found to be discriminatory, UTA will take all prescribed and prudent steps to ensure services are equitable and compliant with federal guidelines and requirements.

## Summary of Proposed Changes

### *Addition of Service – Route F605:*

It is proposed to add a flex route in Davis County. The proposed new route would serve locations throughout Woods Cross, West Bountiful, Bountiful and Centerville with limited stops at the Woods Cross Station which is a Commuter Rail and Bus station. The flex route would also provide deviation services within a three quarter mile radius of the route. The addition of service constitutes a major change in accordance with UTA policy and requires a Title VI analysis.

## UTA Policy and Definitions

UTA has developed corporate policy 1.1.28 Title VI Compliance Policy to define and evaluate the impacts of proposed major services changes on minority and low-income populations in conjunction with a public outreach process. In developing this policy, UTA solicited feedback through newspapers within the service area, published on UTA's website (rideuta.com), and Utah's government website in the public notices section (Utah.gov) which provides translation options. In conjunction with the Salt Lake County Office of Diversity Affairs, which maintains an email list of local entities and individuals with interest in diversity issues, UTA sent an email notification soliciting feedback in the development of this policy. Additional targeted outreach was done, which included mailing a letter and the policy or sending emails to community organizations that work with minority or low-income populations.

The following references to policy are from subsections of corporate policy 1.1.28 and were created to ensure that all equity analyses are performed using the same parameters and are in line with FTA Circular 4702.1B.

### *Definitions*

- A. *"Disparate Impact"* refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
- B. *"Disproportionate Burden"* refers to a neutral policy or practice that disproportionately affects the low-income population more than non-low-income populations.
- C. *"Low-income Population"* refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/ transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.
- D. *"Minority Person"* include the following:
  - 1. American Indian or Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
  - 2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia,



China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
  4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
  5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- E. *"Minority Population"* means any readily identifiable group of minority persons who live in geographic proximity.
- F. *"National Origin"* means the particular nation in which a person was born, or where the person's parents or ancestors were born.
- G. *"System Average"* The system average is the averages of minorities and low-income persons within the total populous of the geographic regions UTA serves. The present system averages are expressed below in tabular format using 2011-2015 5-year population estimates provided by the American Community Survey (ACS).

<i>Low-Income System Average:</i>	
Population:	2,243,746
Low-Income Population:	457,949
Percent Low-income:	20.4%

<i>Minority System Average:</i>	
Population:	2,277,455
Minority Population:	499,870
Percent Minority:	21.9%

### *Major Service Change*

UTA will consider the following types of changes to be "major changes", which require public input and a Title VI equity analysis in compliance with FTA's Circular 4702.1B

- a) The Addition of Service;
- b) A proposed service level reduction in miles, hours, or trips of thirty three percent (33%) or more of any route;
- c) The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
- d) A proposed twenty-five (25%) or greater change in route alignment;
- e) A proposed fare change.

### *Evaluation and Analysis of Service and Fare Changes*

1. UTA will analyze proposed major changes to service and any proposed fare changes in accordance with FTA's Circular C 4702.1B as amended.

2. UTA will evaluate the impacts of all major service changes cumulatively when there is more than one route being affected for a service change period
3. UTA will primarily utilize American Community Survey (ACS) Data, block group data and/or ridership data to evaluate and analyze any proposed major service and fare changes. This data will be analyzed with Geographic Information System (GIS) software.
4. UTA will rely on population data and use the smallest geographic area that reasonably has access to the stop or station effected by the proposed major service change. This will be translated into a one-quarter mile radius to a bus stop, one-half mile to a light rail station and three miles to a commuter rail station.

### *Disparate Impact and Disproportionate Burden*

1. UTA will measure the burdens of service and fare changes on minority riders to determine when minority riders are bearing a disparate impact from the change between the existing service or fare and the proposed service or fare.
2. UTA will measure the burdens of service and fare changes on low-income riders to determine when low-income riders are bearing a disproportionate burden of the change between the existing service or fare and the proposed service or fare.
3. A threshold of 5% will be used to determine disparate impact on minority populations and disproportionate burden on low-income populations. This 5% is based on the margin of error from the US Census data that UTA uses to determine the populations in the service area. This means that if the burden of the service or fare change on minority or low-income populations is more than 5% worse than it is for the non-protected populations, then the change will be considered either a disparate impact or a disproportionate burden.

### *Finding a Disparate Impact*

1. At the conclusion of UTA's Analysis, if UTA finds a disparate impact on the basis of race, color, or national origin, UTA shall seek to modify the proposed changes in a way that will mitigate the adverse effects that are disproportionately borne by minorities. Modifications made to the proposed changes must be reanalyzed in order to determine whether the modifications actually removed the potential disparate impacts.
2. If UTA chooses not to alter the proposed services changes despite the potential disparate impact on minority populations, or if UTA finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service or fare change, UTA may implement the change only if:

- a. UTA has substantial legitimate justification for the proposed change; and
- b. UTA can show that there are no alternatives that would have a less disparate impact on the minority riders but would still accomplish the transit provider's legitimate program goals. In order to show this, UTA must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative

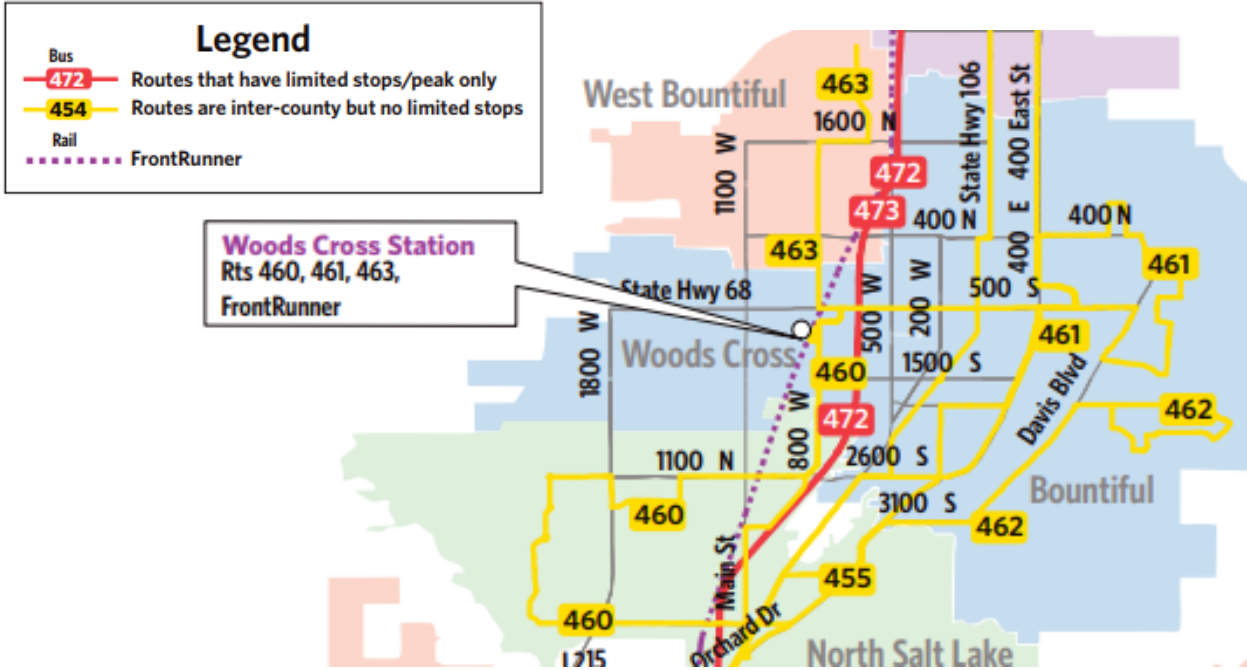
### *Finding a Disproportionate Burden*

If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected by the service changes.

# Proposed Changes

## Route F605

Current service levels in the Bountiful and Woods Cross areas are limited to inter-county and peak-only routes, which do not provide many local transit options. The proposed addition of a flex route in this service area will add local service. Regional service levels are depicted below.



The F605 will provide a connection from the Lakeview Hospital in Bountiful and up north through Centerville and West Bountiful and select trips to the Woods Cross Station. The route will follow a set route with designated stops as illustrated in the maps included in the analysis portion of this report. The stops will have an approximate schedule as the proposed route has been designated as a flex route. Flex routes are a unique service type in that residents can use the planned, fixed route or they can call to schedule the bus to pick them up or drop them off anywhere within a three quarter ¾ mile radius around the fixed route. These scheduled deviation requests are on a first-come, first-served basis and a bus may deviate up to two times each trip with restrictions. Due to the potential of deviations, the fixed route schedule time points may be adjusted 10-15 minutes after the listed time points. The bus, however, will not pass by a time point earlier than scheduled. The fare for standard service at the designated stops is the same as any other bus option. However, the fare for a scheduled deviation is the standard fare *plus* \$1.25. The deviation fare covers both a pick-up and a drop-off deviation for one ride.

## Analysis of Proposed Changes

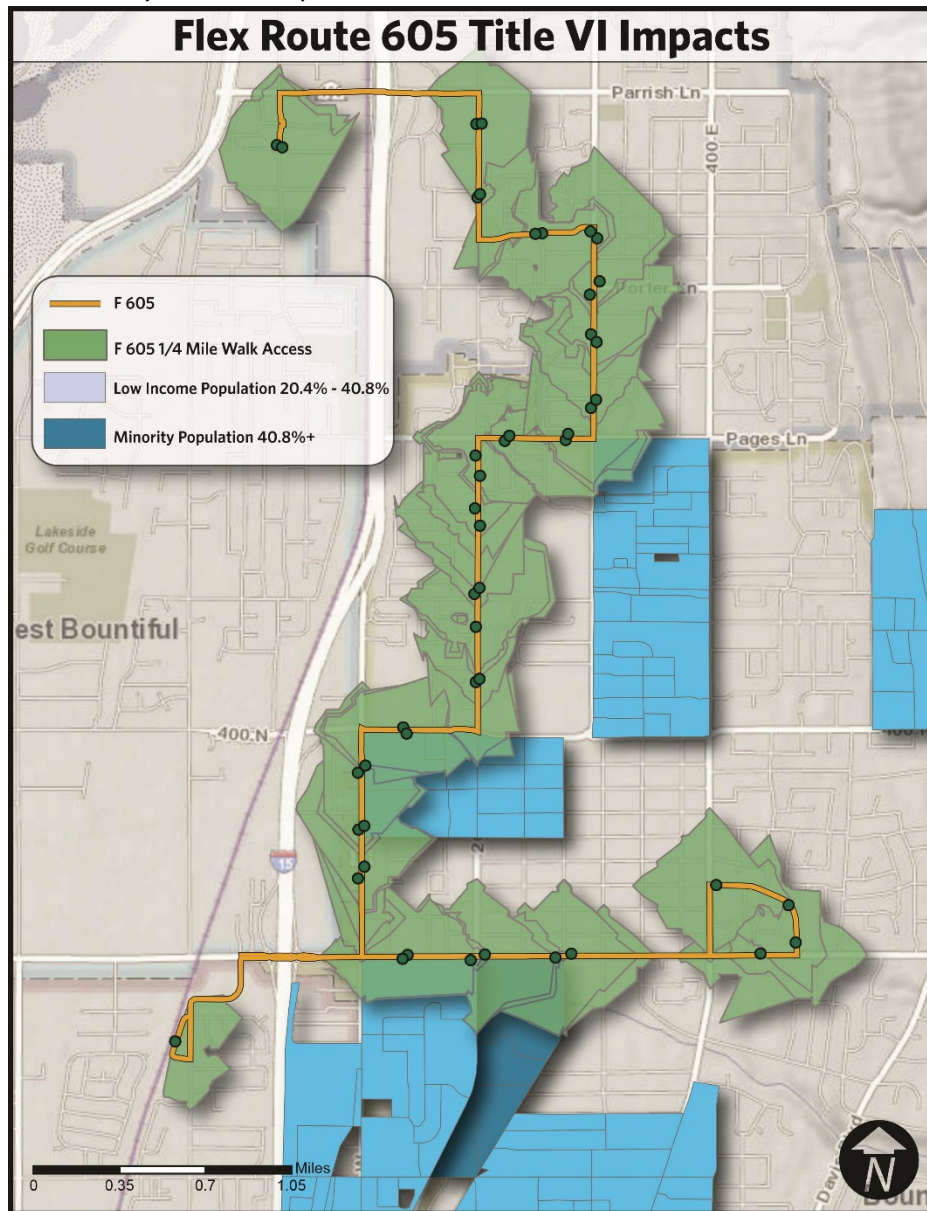
UTA is required to analyze the potential impacts of any major service change as it relates to low-income populations and minority populations. Pursuant to this requirement, UTA has created the following maps, tables and related data. The demographic data in this section was compiled utilizing American Community Survey (ACS) 2011-2015 5-year estimates, which was dispersed into census blocks, in lieu of the larger block groups. This was done in order to use the smallest geographic area possible for the analysis. The distribution was dictated by population ratios from 2010 Census Data. Proposed service changes were analyzed based on the stops and stations serviced by the impacted route. All bus stop and station locations have had a one quarter mile walkability radius applied to them which is based on the actual accessibility of the stop by road. Any census block that is overlapped by this radius has its population included as those impacted by the proposed changes. These aggregated numbers were compiled as a comparison group to the service area average to determine whether there would be a disparate impact on minority populations and/or a disproportionate burden borne by low-income populations.

In addition to the stop-based analysis performed, the flex route's three quarter mile radius is applied and the catchment is presented in separate maps and tables. The demographics of those that are within census blocks overlapped by the three quarter mile radius are considered those impacted by the proposed addition. This was examined and compared to the system average to determine the impact of the deviation as well as the fixed route described previously.

The maps in this section will show the route, individual stops with a walkability radius, and census blocks with concentrations of low-income households or minority individuals above the system average, which are shaded according to density.

# Route F605

## Low-Income Analysis – Stop Based

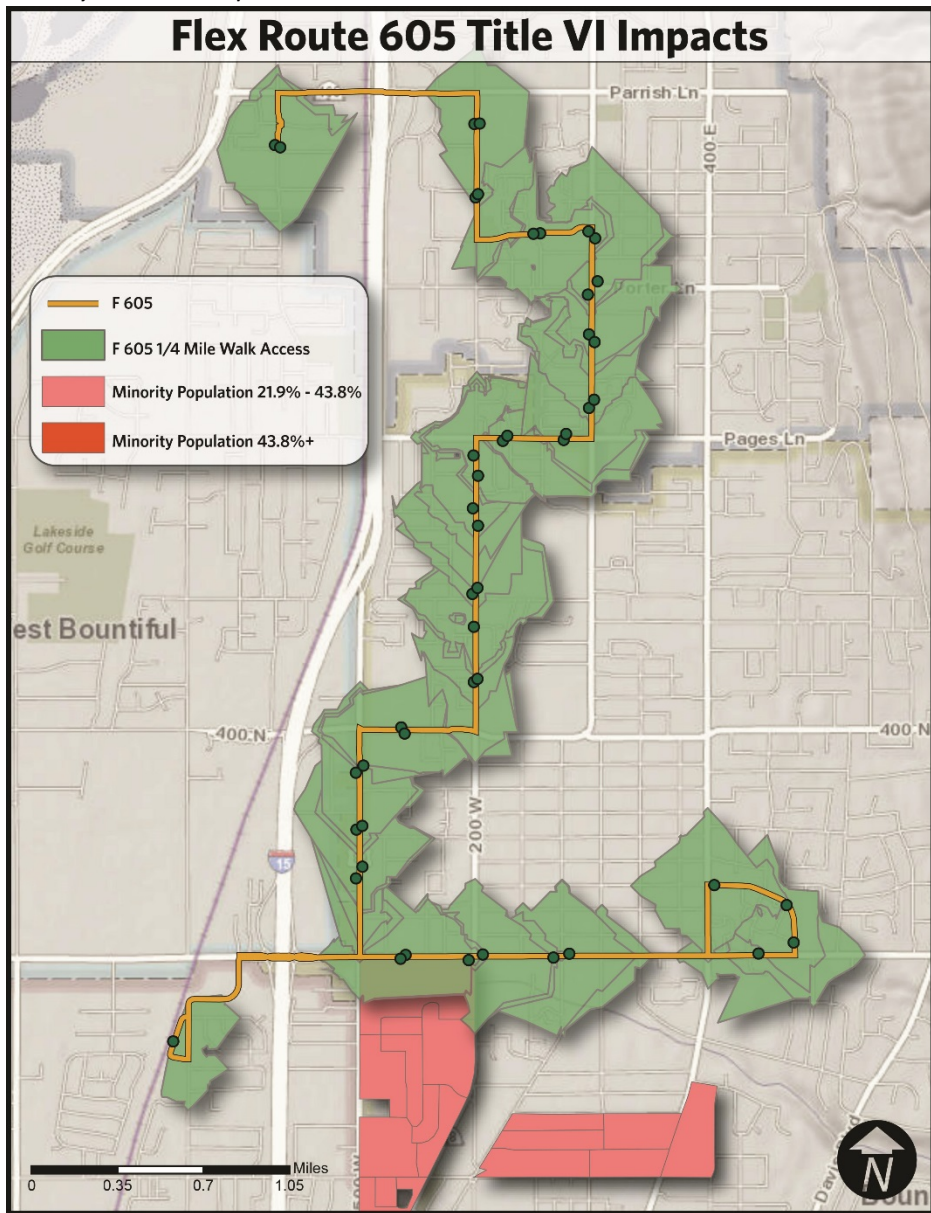


Low-income System Average	
Total Population:	2,243,746
Low-income Population:	457,949
Percent low-income:	20.4%

Impacted Population – Low Income	
Total Population:	13,345
Low-income Population:	2,071
Percent low-income:	15.4% (5%)

As expressed in the table and figure above, the low-income populations with a one quarter mile walk access to the new flex route 605’s stops is 5% lower than the system average.

Minority Analysis – Stop Based



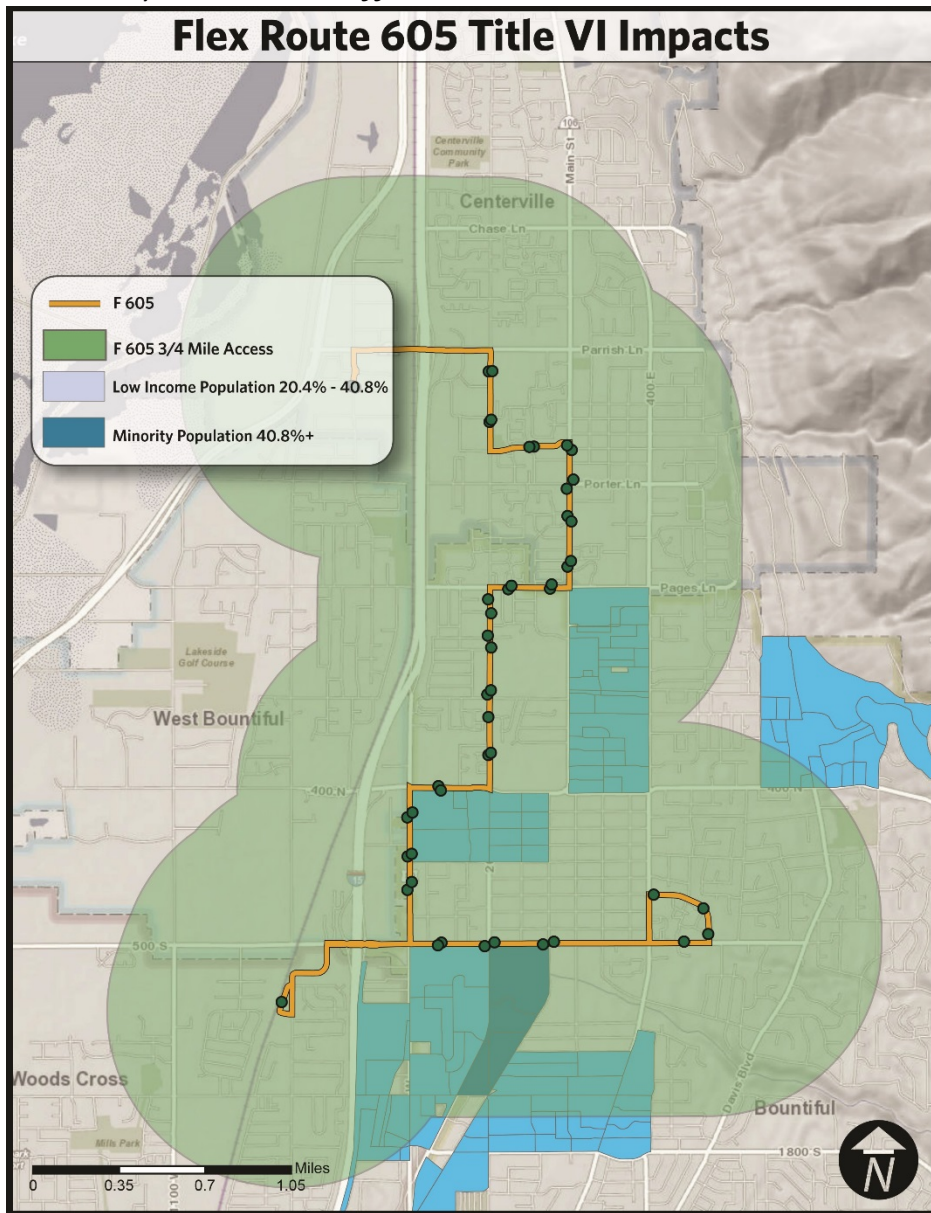
Minority System Average	
Total Population:	2,277,455
Minority Population:	499,870
Percent Minority:	21.9%

Impacted Population – Minority	
Total Population:	13,700
Minority Population:	1,529
Percent Minority:	11.2% (10.7%)

As expressed in the table and figure above, the minority populations with a one quarter mile walk access to the new flex route 605’s stops is 10.7% below the system average.



Low-Income Analysis – Flex Buffer



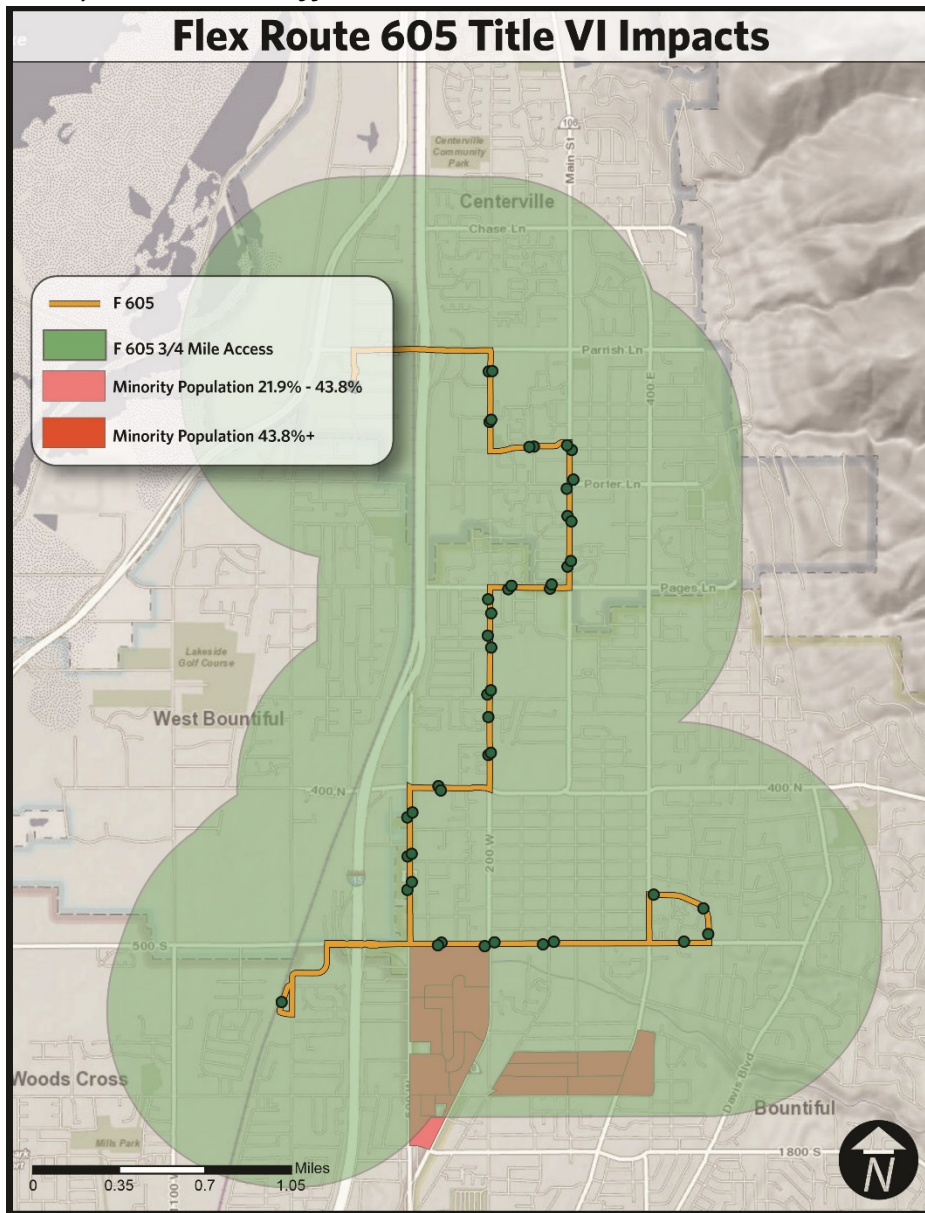
Low-income System Average	
Total Population:	2,243,746
Low-income Population:	457,949
Percent low-income:	20.4%

Impacted Population – Low Income	
Total Population:	43,710
Low-income Population:	6,483
Percent low-income:	14.8% (5.6%)

As expressed in the table and figure above, the low-income populations with access to deviated service, according a three quarter mile radius to the new flex route 605 is 5.6% lower than the system average.



Minority Analysis – Flex Buffer



Minority System Average	
Total Population:	2,277,455
Minority Population:	499,870
Percent Minority:	21.9%

Impacted Population – Minority	
Total Population:	44,169
Minority Population:	6,483
Percent Minority:	14.8% (7.1%)

As expressed in the table and figure above, the minority populations with access to deviated service, according to a three quarter mile radius to the new flex route 605 is 7.1% lower than the system average.

## Findings of Analysis

### Addition of Service - Route F605:

There were no disparate impacts or disproportionate burden found in the analysis of this proposed service change. UTA policy states that the impact must negatively impact minority and/or low-income populations beyond a 5% threshold in order to trigger a finding. The proposed addition of route F605's funding would be new and would not detract from other parts of the system. As such, the proposal did not cause any *negative* impacts on the surrounding populations.

## Appendix A – December 2018 Change Day Public Comment Report

### **Special Services Business Unit**

For December 2018 Change Day, the UTA Special Service Business Unit proposed implementing a new Flex route, F605, to service the Centerville, West Bountiful, Woods Cross and Bountiful communities. Flex route buses run on a fixed route and schedule, but unlike regular bus routes, passengers can request in advance a deviation or a special stop up to  $\frac{3}{4}$  of a mile from the regular route.

The route is proposed to have a fixed alignment with set time points but will deviate up to  $\frac{3}{4}$  mile upon advanced request. The route is also proposed to run select trips to the Woods Cross FrontRunner station. The proposed F605 would operate weekdays from 6:00 a.m. to 9:00 p.m., with 30-minute frequency all day. No Saturday or Sunday service is proposed.

### **Public Comment and Outreach**

In accordance with UTA policy, a public comment period was held from September 11 through October 10, 2018. Several activities were conducted during this period to inform riders and the public and obtain feedback.

- A public hearing notice was published in the Salt Lake Tribune, Ogden Standard Examiner and the Davis County Clipper. The notice was also published on the State's public notice website and on [www.rideuta.com](http://www.rideuta.com). Information on the comment period was also published on UTA's social media channels.
- One formal public open house was held on September 26, 2018 from 4:30 p.m. until 6:30 p.m. The open house was held at the Davis County Library South Branch.
- Comments were also accepted via UTA's website, email at [hearingofficer@rideuta.com](mailto:hearingofficer@rideuta.com), through the mail and by phone.

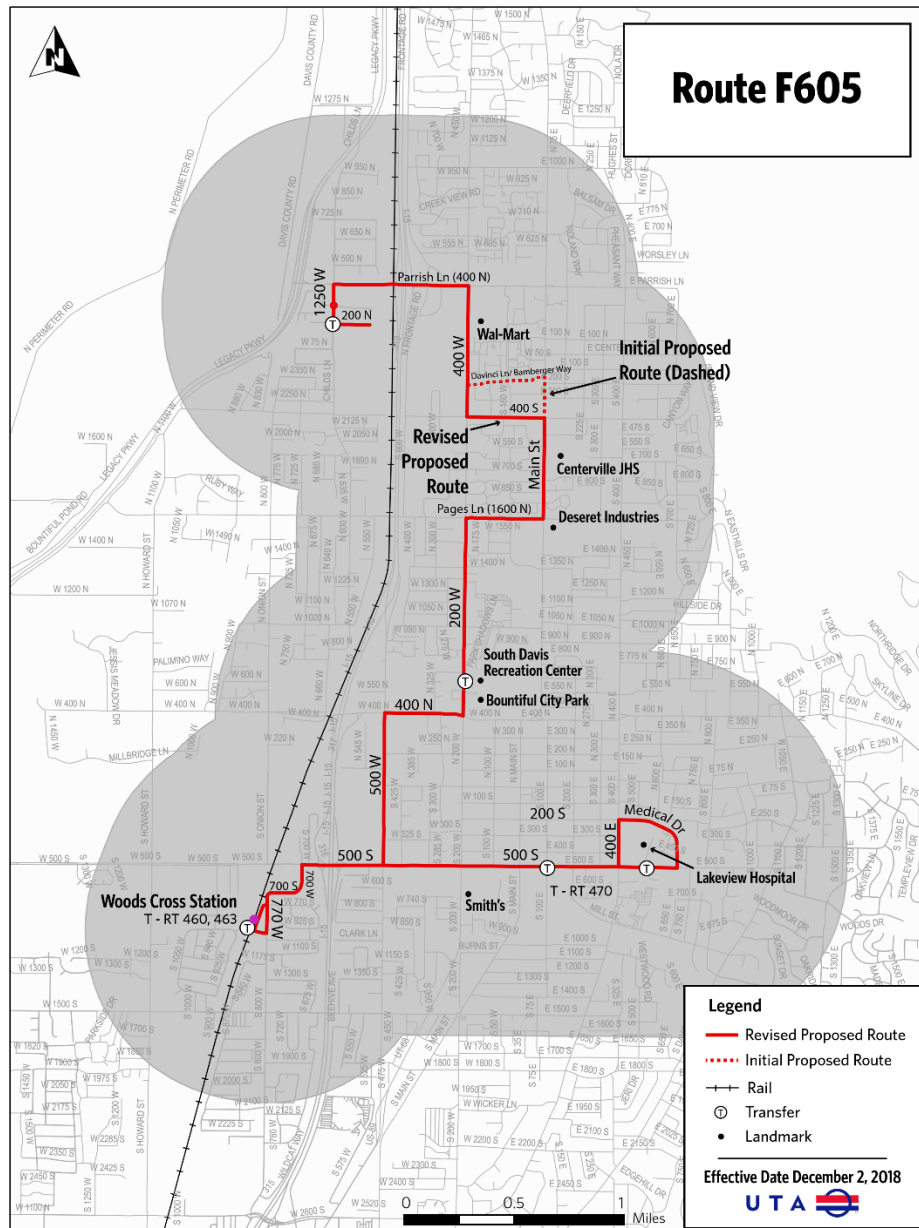
A total of three people attended the open house, although none submitted written comment. A total of eight (8) comments were received by email to [hearingofficer@rideuta.com](mailto:hearingofficer@rideuta.com), and a total of seven (7) comments were received via UTA's website and Customer Comment system. One of the comment received included a letter from residents of Centerville city accompanied by the names and addresses of 86 residents.

Comments included support for the new route, but concerns were expressed about a section of the alignment along DaVinci Lane between Main Street and 400 West, and the proposed location for a bus stop.

Based on the feedback received and in response to residents' significant concerns about the route along DaVinci Lane, UTA is proceeding with implementing the new route in December, but planners have adjusted the alignment for the F605 to use 400 South instead of DaVinci Lane.

## Appendix B – Changes to Proposed Route after Public Comment

Based on the feedback received regarding the F605, as outlined in Appendix A, UTA has integrated the comments received and has proposed a new alignment. The initial proposal proceeded up Main Street and travelled down DaVinci Lane/Bamberger Way. The new proposed alignment will not include the neighborhood road, which was the focus of much of the community's comments, but will instead use 400 South as illustrated below.



These modifications to the route alignment did not drastically impact the number of people served by the route, nor did it have any impact on the final conclusion of this analysis.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT TO FUND THE DAVIS-SLC COMMUNITY CONNECTOR BUS RAPID TRANSIT PROJECT CONCEPTUAL ENGINEERING AND ENVIRONMENTAL WORK**

R2018-10-02

October 25, 2018

WHEREAS, the 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 has been working with Davis County (the “County”) and other local stakeholders to study a transit system connecting the communities of Salt Lake City, North Salt Lake City, Bountiful City and Woods Cross City; and

WHEREAS, the Davis-SLC Community Connector Project (the “Project”) was identified as the locally preferred transit alternative for this corridor; and

WHEREAS, the Authority, the County and the other stakeholders desire that additional environmental and conceptual design work (collectively the “Work”) be performed with respect to the Project in a manner that will allow the Authority to apply for a federal grant to fund Project construction; and

WHEREAS, the County has secured a state appropriation sufficient to pay the estimated cost of the Work; and

WHEREAS, the Authority and the County have negotiated an Interlocal Agreement (the “Agreement”) setting forth the terms and conditions pursuant to which the Work will be managed by the Authority and paid for using the state funding secured by the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the “Board”) that:

1. The Board hereby approves the Agreement negotiated between the Authority and the County.
2. The Board authorizes the Executive Director and his or her designee(s) to execute the Agreement in substantially the same form as that attached as Exhibit A to this Resolution.
3. The Board hereby ratifies any and all actions previously taken by the Authority’s management and staff to prepare and negotiate the Agreement.

4. The corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A



**DAVIS COUNTY BRT ENVIRONMENTAL AND ADVANCED  
CONCEPTUAL ENGINEERING FUNDING AGREEMENT**

This Davis County BRT Environmental and Advanced Conceptual Engineering Funding Agreement (the “Agreement”) is entered by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”) and Davis County (“Davis County”). UTA and Davis 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 and Davis County, together with Salt Lake City, North Salt Lake City, Bountiful City, Woods Cross City, Salt Lake County, Wasatch Front Regional Council (“WFRC”), and the Utah Department of Transportation (the above-referenced entities, hereinafter collectively the “Project Partners”) have agreed upon and approved the locally preferred alternative for the Davis-SLC Community Connector project (the “BRT Project”); and

WHEREAS, in its 2017 general session, the Utah State Legislature appropriated to Davis County \$1,200,000 (the “County BRT Funds”) for roadway-related environmental, design, engineering and improvements for the BRT Project; and

WHEREAS, the Project Partners have agreed upon a scope of work for the environmental analysis, advanced conceptual engineering and project management (the “Work”) that must be completed in order for the BRT Project to be considered for a federal funding application; and

WHEREAS, UTA has agreed to procure and manage a consultant to perform the Work;  
and

WHEREAS, Davis County has agreed to provide UTA with the County BRT Funds solely for the purpose of completing the Work; and

WHEREAS, the Work will be coordinated with the Project Partners as described below.

**AGREEMENT**

NOW, THEREFORE, on the stated 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. Purpose of Agreement; Work to be Performed. This Agreement outlines the terms and conditions pursuant to which the County BRT Funds will be used to retain a consultant to complete the Work. The scope of the Work has been agreed to by the parties and is described in Exhibit “A.” Any changes to the scope set forth in Exhibit “A” shall be coordinated with the Project

Partners and are subject to the approval of both parties, each party not to withhold its respective approval unreasonably.

2. Project Cost and Funding. The budget for the Work is detailed in Exhibit “B.” It is contemplated that the County BRT Funds will be sufficient to complete the Work, in accordance with the agreed scope.

3. Selection of Consultant to Perform the Work. Selection of the consultant to perform the Work (the “Consultant”) will be effected pursuant to a public procurement process in accordance with, and as required by, appropriate federal and state procurement requirements. UTA will prepare and release a request for qualifications. UTA shall invite a representative of Davis County to participate in the consultant evaluation and selection process. The Consultant will be selected pursuant to the qualifications-based process outlined in the solicitations documents. Following selection, UTA will negotiate and enter into a contract with the Consultant. Unless otherwise agreed by the parties, the Consultant’s contract will contain a not-to-exceed amount that is within the total project budget described above.

4. Transfer of Funds to Escrow Account. Davis County shall transfer all of the County BRT Funds to an escrow account specifically established for the Work. The escrow account shall be established with a bank or other escrow agent (and pursuant to escrow instructions) as mutually agreed by the parties. Davis County shall not be required to deposit the County BRT Funds until a mutually agreed escrow agreement has been executed by both parties. UTA shall not be required to execute the contract with the Consultant until the County BRT Funds have been deposited into escrow.

5. Use of Escrow Funds. Unless otherwise specifically approved in writing by Davis County, UTA may only use the County BRT Funds to pay for the Work identified in this Agreement (including the reimbursement of costs incurred by UTA under the terms of this Agreement). UTA shall make periodic draws from the escrow account to pay for the Work. Each draw request submitted to the escrow agent shall include a description of the Work completed, including copies of corresponding invoices from the Consultant.

6. Return of Unused Escrow Funds upon Completion of the Work. Any portion of the County BRT Funds that has not been expended on or before the closeout of the UTA-Consultant contract shall be returned to Davis County or applied to other phases of the BRT Project, all as directed, in writing, by Davis County.

7. Coordination of the Work with Project Partners: Steering Committee. UTA will serve as the lead agency, will hold and manage the contract with the Consultant and perform project management for the Work. UTA will coordinate with the other Project Partners and solicit project input through a project steering committee. The Project Partners will each appoint a representative to a project steering committee. The project steering committee will meet periodically during the progress of the Work to discuss substantive project issues. UTA will provide members of the project steering committee with regular reports of project progress and expenditures. Project steering committee members will have the opportunity to review and provide feedback with respect to the deliverables submitted by the Consultant from time to time.

8. Recordkeeping. UTA shall maintain a record of all expenditures of County BRT Funds in such a way that Davis County may confirm that such funds have been spent only for the purposes specified in this Agreement. A project accounting summary of expenditures will be provided by UTA to Davis County monthly. UTA shall make relevant books and records available to the County at reasonable times and upon reasonable notice.

9. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by the parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. Notices. 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:

Utah Transit Authority  
ATTN: Hal Johnson  
669 West 200 South  
Salt Lake City, UT 84101

If to Davis County:

Davis County  
Attn: Davis County Commission  
61 South Main Street  
P.O. Box 618  
Farmington, UT 84025

12. Dispute Resolution. The parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

13. Remedies. In the event of a breach of this Agreement by one party, the other party shall be entitled to all remedies available at law. Available remedies shall be cumulative and not exclusive.

14. Assignment. The parties enter in to the Agreement 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 Agreement. Neither party may assign any of its rights or responsibilities, nor delegate its obligations, under this Agreement (or any part hereof) without the prior written consent of the other party, and any attempted transfer in violation of this restriction shall be void.

15. Governmental Immunity. Each of the parties is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

16. Governing Law. The validity, interpretation and performance of the Agreement 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 Agreement 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.

17. Severability. Any provision of the Agreement 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 Agreement.

18. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

19. Counterparts. This Agreement 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 Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of the Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

20. 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 Agreement, the parties agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative body of UTA and the legislative body of Davis County, all as required by Section 11-13-202.5 of the Interlocal Act. This Agreement shall be effective receipt of such authorization and full execution by both parties.
- b. This Agreement 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 Agreement 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 Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and by the Davis County Commission.

f. This Agreement shall automatically terminate upon the completion of the Work and (as applicable) the return of unused escrow funds to Davis County as contemplated in Section 7 of this Agreement.

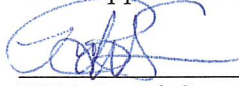
IN WITNESS WHEREOF, the parties have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Meyer, Interim Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Biles, Vice President: Finance

Approved as to Form and Compliance  
with Applicable Law:

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

DAVIS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy B. Elliott, Chair  
Board of Davis County Commissioners

ATTEST:

\_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor

Approved as to Form and Compliance  
with Applicable Law:

\_\_\_\_\_  
Davis County Attorney's Office

**EXHIBIT A**

Scope of Work

[Draft procurement document records protected under 63G-2-305(6) pending release of contract solicitation]

**EXHIBIT B**

Project Budget

[Draft procurement document records protected under 63G-2-305(6) pending release of contract solicitation]

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY RATIFYING THE ADOPTION OF THE TENTATIVE 2019 BUDGET**

No. R2018-10-03

October 25, 2018

WHEREAS, the 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 Board of Trustees (the “Board”) of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority;

WHEREAS, as part of that budget process, the Board must approve a tentative budget, provide notice for a public hearing, and provide copies of that budget and notice to interested persons and to those entities identified by Statute; and

WHEREAS, the Board has reviewed the tentative budget as proposed by the Authority staff, and believes that the tentative budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the tentative budget includes compensation for individuals appointed by the Governor of the State of Utah to be sworn as Trustees in November 2018; and

WHEREAS, the Board of Trustees desires to establish management and operating goals that are in keeping with the Board’s philosophy to provide leadership and governance to the Authority.

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

1. That the Board hereby ratifies the adoption of the Authority’s Tentative 2019 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That as part of the Authority’s Tentative 2019 Budget:
  - (a) the salary of Trustees appointed by the Governor of the State of Utah shall be set at \$150,000 per year plus additional retirement and other standard benefits.;
  - (b) the salary of Trustees appointed by the Governor of the State of Utah shall not include any additional monetary compensation during fiscal year 2019 unless approved by the Advisory Board; and
  - (c) the Advisory Board shall set the future compensation of the Board of Trustees.



3. That the Authority will hold a public hearing on the Tentative 2019 Budget on November 14, 2018, at 1:30 p.m. at the Golden Spike Rooms of the Frontline Headquarters Building at 669 West 200 South in Salt Lake City, Utah.
4. That the Authority will provide to the chief administrative officers and executive bodies of each municipality and unincorporated county area within the district of the Authority; to the offices of the Governor and the Legislature; and to persons and entities who in writing request a copy:
  - (a) a copy of the Tentative 2019 Budget for examination and comment;
  - (b) notice of the date, time and place of the budget hearing; and
  - (c) a signature page that comports with the requirements of Utah Code Ann. § 17B-1-702, *et seq.*
5. That this Resolution stay in full force and effect until superseded by further action of the Board.
6. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution, including the payment of salaries, other standard benefits, and the award of one week annual leave to Trustees prior to the effective date of the 2019 budget.
7. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution ratifying adoption at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Greg Bell, Chair  
Board of Trustees

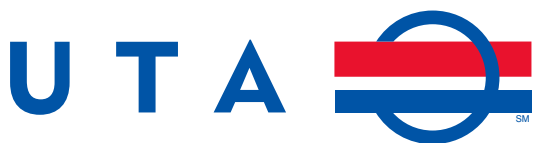
\_\_\_\_\_  
Robert K. Biles, Secretary/Treasurer

Approved As To Form:

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

Exhibit A

**2019**  
Tentative  
Budget



Draft

## Table of Contents

Forward .....	3
<b>Section 1 Financial Structure, Policy and Process .....</b>	<b>4</b>
UTA Organization Chart.....	5
Financial Structure .....	6
Financial Information and Policies .....	8
Budget Process.....	14
<b>Section 2 Financial Summaries .....</b>	<b>16</b>
Combined 2019 Tentative Budget .....	17
2019 Tentative Operating Budget Summary.....	18
2019 Tentative Operating Budget by Cost Center .....	20
2019 Tentative Operating Budget by Line Item .....	22
Fund Balance Report.....	33
Revenues .....	35
Long Range Forecast .....	40
<b>Section 3 Capital and Debt.....</b>	<b>42</b>
Tentative 2019 Capital Budget Summary .....	43
Capital Expenditures .....	44
2019 Capital Budget List of Projects and Funding Source .....	50
Debt.....	52
<b>Section 4 Departmental Information.....</b>	<b>54</b>
Position Summary Schedule .....	55
Office of Executive Director.....	58
Office of Finance .....	62
Office of External Affairs .....	66
Chief People Office.....	71
Office of Operations, Capital and Assets.....	75
Office of Safety, Security and Technology.....	80
Office of Internal Audit.....	85

## Foreword

The tentative budget document contains a variety of information regarding Utah Transit Authority. To assist the reader in locating subjects of interest, the organization of this document is described below. The reader may also refer to the Table of Contents for additional information.

### Document Organization

The UTA 2019 Tentative Budget Document has four major areas: Financial Structure, Policy, and Process; Financial Summaries; Capital and Debt; and Department Information.

Section 1, **Financial Structure, Policy and Process** starts with UTA’s organization chart. A discussion of fund descriptions and structure follows as well as a discussion of the basis of budgeting. The section ends with a listing of key financial policies and a detailed description of UTA’s budget process.

Section 2, **Financial Summaries** begins with a summary of overall Authority revenues and expenditures, followed by expenditure summaries for UTA’s functional operating areas with a comparison between 2017 actual, 2018 budget, and 2019 tentative budget totals. This section also includes a summary of projected fund balances, a discussion of key revenues, projected reserves, and a summary of UTA’s long-range financial forecast.

Section 3, **Capital and Debt** leads off with UTA’s summary capital budget and is followed with detailed descriptions of capital projects included in the 2019 budget and their effect on the operating budget. UTA’s debt profile and annual debt service payments complete this section.

Section 4, **Department Information** begins with a position summary schedule and is followed by department descriptions. They are organized by each individual Executive’s area of responsibility and displays each business unit included in their area. Starting with the Executive Director’s office, each office description contains the following:

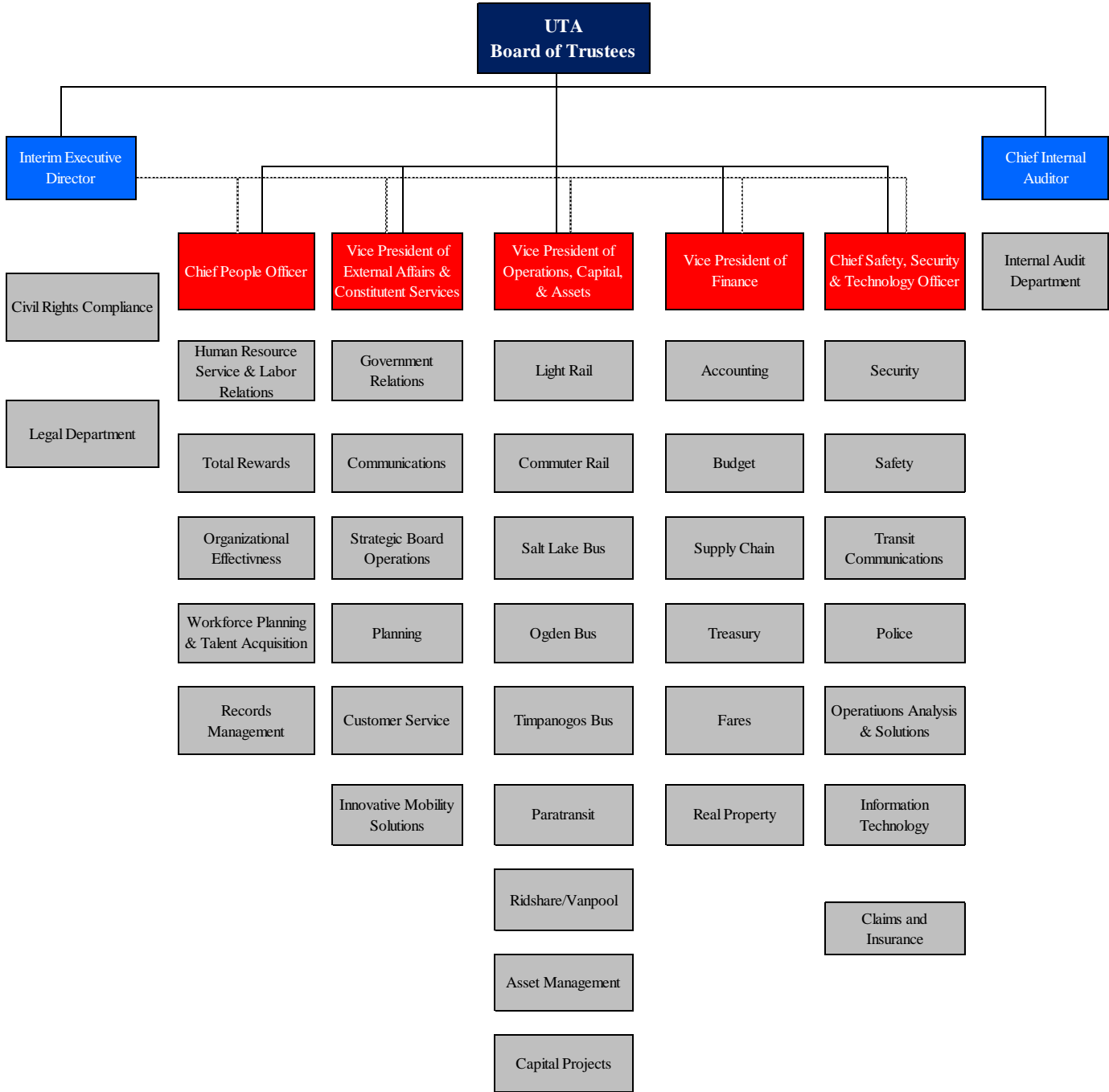
- Office name and Executive
- Office function
- Office organization chart



# Financial Structure, Policy and Process







Revised 10/3/2018



## Financial Structure

### Fund Descriptions and Fund Structure

UTA reports as a single enterprise fund and uses the accrual method of accounting and the economic resources measurement focus. Under this method, revenues are recognized when they are earned and expenses are recognized when they are incurred.

### Department /Fund Relationship

Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service.

Departments within operations by type of service are:

Bus	Light Rail	Commuter Rail	Paratransit	Rideshare Vanpool
Mt. Ogden Operations	Light Rail Operations	Commuter Rail Operations	Paratransit Operations	Van Pools
Mt. Ogden Maintenance	Light Rail Maintenance	Commuter Rail Maintenance	Paratransit Maintenance	Rideshare Administration
Mt. Ogden Administration	Light Rail Jordan River Maintenance	Commuter Rail Administration	Special Service Administration	
Timpanogos Operations	Light Rail Administration		Mobility Management	
Timpanogos Maintenance	Rail Fleet Sustainability			
Timpanogos Administration	Right of Way Systems	Right of Way Systems		
Meadowbrook Operations	Right of Way Infrastructure	Right of Way Infrastructure		
Meadowbrook Maintenance				
Meadowbrook Administration				
Central Maintenance				
Integrated Service Planning				
Transit Communications Center				



Departments within the Operations Support, Administrative, and Non-operating classifications are provided below.

Operations Support	Administrative	Non-operating
Support Maintenance	Product Development & Sales	Capital Projects & Development
Fleet Engineering	Fares Director	Planning
Asset Management - State of Good Repair	Risk Management	Real Estate
Vehicle Disposal	IT Director	
Facilities	Communications & Deployment	
Ticket Vending Machine Maintenance	Applications Support	
Radio & Rail Communications	Application Development	
Supply Chain - Purchasing	Network Support	
Supply Chain - Warehousing	Quality Assurance	
Farebox Service	Accounting	
Fare Strategy & Operations	Vice President Finance	
Customer Service	Intermodal Center - SLC	
Public Safety	Intermodal Center - Ogden	
Operations Analysis & Solutions	Budget & Financial Analysis	
Data Quality & Ridership	Innovative Mobility Services	
Safety & Security	Government Relations	
Bus Communications	Public Relations & Marketing	
Culture & Talent Development	Vice President External Affairs	
	Board of Trustees	
	Total Rewards	
	Chief People Officer	
	Human Resources and Labor Relations	
	Talent Acquisition	
	Vice President Operations & Capital	
	Internal Audit	
	Executive Director	
	Legal	
	Civil Rights	
	Corporate Support	

Within the capital budget, expenses are tracked by Provo-Orem BRT (a new bus rapid transit system being constructed in Utah County), Airport TRAX station relocation, State of Good Repair (capital maintenance to the transit infrastructure), or new capital projects. More detail about capital expense is provided in the Capital and Debt section.

**Basis of Budgeting**

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discounts



## Financial Information and Policies

### **Basis of Accounting**

The Authority reports as a single enterprise fund and uses the accrual method of accounting and the economic resources measurement focus. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

### **Standards for Reporting Purposes**

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by GASB.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Federal Planning Assistance and Preventative Maintenance Grants**

Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventative maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America’s Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure.

### **Federal Grants for Capital Expenses**

The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made and eligibility requirements are met.

### **Classification of Revenues and Expenses**

**Operating revenues:** Operating revenues include activities that have the characteristics of exchange transactions such as passenger revenues and advertising revenues.

**Operating expense:** Operating expenses include payments to suppliers, employees, and on behalf of employees and all payments that do not result from transactions defined as capital financing or investing activities.

**Non-operating revenues:** Non-operating revenues include activities that have the characteristics of non-exchange transactions and other revenue sources that are defined as non-operating revenues by GASB Statement No. 9, *Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities That Use Proprietary Fund Accounting*, and GASB Statement No. 34. Examples of non-operating revenues would be the contributions from other governments (sales tax), federal grants and investment income.



**Contributions from Other Governments (Sales Tax)**

As approved by the voters in serviced municipalities, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the sales take place. The Authority does not have taxing authority in any jurisdiction, therefore this revenue is considered a contribution from another government.

Approved Local Option Sales Tax:

Salt Lake County	0.6875% (0.7875% effective July 1, 2019)
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.5260%
Tooele County	0.4000%

**Net Position**

The Authority’s net position is classified as follows:

- *Net investment in capital assets:* The components of net position consists of the Authority’s total investment in capital assets, net of accumulated depreciation, reduced by the outstanding debt obligations related to those assets. To the extent debt has been incurred, but not yet expended for capital assets, such amounts are not included as component of net investment in capital assets.
- *Restricted for debt service:* This component of net position consists of that portion of net position that is restricted by debt covenants for debt service.
- *Restricted for interlocal agreement:* This component of net position consists of that portion of net position that is restricted by interlocal agreement.
- *Restricted for escrows:* This component of net position consists of that portion of net position that is restricted by escrow agreement.
- *Restricted for self-insurance deposits:* This component of net position consists of that portion of net position that is restricted due to the fact UTA is self insured. The Authority is exposed to various risks of loss related to torts; theft of, damage and destruction of assets; environmental matters; worker’s compensation self-insurance; damage to property; and injuries to passengers and other individuals resulting from accidents, errors, and omissions.

Under the Governmental Immunity Act, the maximum statutory liability in any one accident is \$2,455,900 for incidents occurring after July 1, 2016. The Authority is self-insured for amounts up to these limits. The Authority has Railroad Liability Coverage of \$100 million with \$5 million of risk retention. The Authority is self-insured for worker’s compensation up to the amount of \$1 million per incident and has excess insurance for claims over this amount. The Authority has insurance for errors and omissions and damage to property in excess of \$100,000 per annum.

- *Unrestricted:* This component of net position consists of that portion of net position that does not meet the definition of restricted or net investment in capital assets.

**Budgetary and Accounting Controls**

The Authority’s annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non-operating revenues and expenses are budgeted on the accrual basis except for depreciation, pension actuarial expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole, but are budgeted based on estimated annual expenses.

The Authority adopts its annual budget in December of the preceding year based on recommendations of staff and the Board’s Finance and Audit Committee.

The first step in developing the Authority’s budget is a review of the Long Range Financial Plan. This plan then acts as a focus for the development of programs and objectives. Concurrent with the development of programs and objectives, revenues for the coming year are estimated. The estimates of the coming year’s revenues are then used as a guide for the Authority to determine the amount of change in service to be provided in the following year. Once the level of service for the coming year is determined, each manager develops a departmental budget.



**UTA BOARD OF TRUSTEES BYLAWS  
ARTICLE VII – BUSINESS ADMINISTRATION**

**Section 1      Fiscal Year**

The fiscal year of the Authority shall commence on January 1 and end on December 31 of each calendar year.

**Section 2      Principal Place of Business**

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

**Section 3      Tentative Budget**

- A. Within 30 days after it is approved by the Board, and at least 30 days before the Board adopts its final budget, the Board shall send a copy of the tentative budget, a signature sheet, and notice of the time and place for a budget hearing to the chief administrative officers and legislative bodies of each municipality and unincorporated county area within the district of the Authority.
- B. Within 30 days after it is approved by the Board and at least 30 days before the Board adopts its final budget, the Board shall send a copy of the tentative budget to the governor and the Legislature for examination and comment.

**Section 4      Final Budget**

- A. Before the first day of each fiscal year, the Board shall adopt the final budget by an affirmative vote of a majority of all trustees. Copies of the final budget shall be filed in the office of the Authority. If for any reason the Board shall not have adopted the final budget on or before the first day of any fiscal year, the tentative budget for such year, if approved by formal action of the Board, shall be deemed to be in effect for such fiscal year until the final budget for such fiscal year is adopted.
- B. The Board may, by an affirmative vote of a majority of all trustees, adopt an amended final budget when reasonable and necessary, subject to any contractual conditions or requirements existing at the time the need for such amendment arises.

**Section 5      Annual Audit Report**

- A. The Board shall cause an annual audit of the Authority’s financial statements to be conducted in accordance with general accepted auditing standards following the end of each fiscal year. The audit shall be performed by an independent certified public accounting firm selected by the 16 member Board. The auditor shall provide a signed auditor’s opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The Board may cause other audits to be made by the Chief Internal Auditor or an independent auditor.
- B. As soon as practicable, but no later than 30 days after its presentation to the Board, the Board shall submit to the chief administrative officers and legislative bodies of each municipality and unincorporated county area within the district of the Authority a copy of its annual audit report.

## Utah’s Debt Enabling Statute for Independent Special Districts (UTA) 17A-2-1035 Limitation on indebtedness of district

Districts may not incur any indebtedness, which exceeds in the aggregate 3% of the fair market value of all real and personal property in the district. Within the meaning of this section, “indebtedness” includes all forms of debt which the district is authorized to incur by this part or by any other law. Bonds issued that are payable solely from revenues derived from the operation of all or part of the district facilities may not be included as indebtedness of the district for the purpose of the computation.

### **Executive Limitations Policy No. 2.1.8 Service Sustainability Reserve Fund April 22, 2015**

The President/CEO shall, at the direction of the Board of Trustees, establish a reserve fund equal to 5% of the Authority’s annual budget (the “Reserve Fund”). The President/CEO shall not fail to:

1. Create a Reserve Fund in a separate account from a portion of the Capital Reserve that is available in excess of the amount anticipated in the annual budget each year until the reserve is fully funded. The amount to be contributed will be determined after review of the annual budget results with the Board of Trustees with the goal of the Reserve Fund being fully funded. Report to the Board of Trustees’ Finance & Operations and Planning Development Committees information as to the use of the Reserve Fund that will include the details concerning the extraordinary circumstances causing the revenue shortfall or cost overrun and indicating the amount and the budget year against which the funds are to be applied.
2. Use the Reserve Fund to preserve service levels when the Authority is facing a revenue shortfall or cost overrun due to extraordinary circumstances, such as an economic downturn or rapid rise in fuel prices or any combination of such events.
3. Transfer Funds or use the Reserve Fund as he deems appropriate and necessary and do so without prior authorization of the Board of Trustees.
4. Replenish the Reserve Fund when it is used as provided for by this Policy.





**Executive Limitations Policy No. 2.3.2**  
**Financial Conditions and Activities**  
**June 25, 2003**

Financial conditions and activities shall not incur financial jeopardy for Utah Transit Authority (“Authority”), nor deviate from the Board’s Ends policies. Accordingly, the General Manager shall not:

1. Incur debt for the Authority without prior Board approval.
2. Use any long term reserves without prior Board approval.
3. Fail to reduce current year expenditures when current year revenues are below the current year budgeted revenues.
4. Make contributions from Authority funds except for purposes that enhance the objectives of public transit.
5. Violate laws, regulations, generally accepted accounting principles (GAAP), rulings or policies regarding financial conditions and activities.

**Executive Limitations Policy No. 2.3.3**  
**Budgeting**  
**June 21, 2014**

Budgeting for any fiscal year or the remaining part of any fiscal year shall not deviate materially from the Board’s Ends priorities, risk fiscal jeopardy, or fail to be derived from the five year plan. In addition, the General Manager shall not:

1. Fail to budget funds as are necessary for the successful, efficient, and prudent operation of the Utah Transit Authority.
2. Fail to include credible projections of revenues and expenses, separation of capital and operational items, beginning and ending balances, and disclosure of planning assumptions.
3. Fail to budget to meet all bond covenants and debt obligations.
4. Fail to expend in any one fiscal year only such funds as are reasonably projected to be available in that period.
5. Fail to maintain a working capital reserve of at least 9.33% (one month expense plus 1%) of annual budget operating expenses.
6. Fail to establish adequate cash reserves for: debt service reserve funds, debt service funds, risk contingency funds for the Authority’s self-insurance program, reserve funds as may be required by law or by contract, or other specific purpose funds as directed by the Board.

# Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2019 is included at the end of this section.

**Budget Process:** A standing committee appointed and designated by the Board shall be responsible for development of the annual budget of the Authority. Currently the assignment for the development of the budget has been assigned to the Board Finance and Audit Committee. The Executive Director and Vice President Finance, with the advice and counsel of the appointed committee, shall prepare annually a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

The yearly process starts in June with the Financial Planning Manager assessing federal funding, economics, taxes, labor, and political trends and developing a revenue projection based on this information.

During July the Financial Planning Manager develops the budget preparation instructions. UTA staff review current projects, capital equipment needs, and pending orders.

The Financial Planning Manager meets with the manager and officers of each Business Unit Manager and Department to present the Capital Budget Preparation Instructions and reviews guidelines for preparing the Departments Operational Guide and Capital Equipment Request.

By late August each department prepares an operating budget and capital needs request, consistent with and linking to the Board strategic plan. Using that information, the Financial Planning Manger develops preliminary operating and capital budgets. The Executive Team then reviews the items. Capital items that are requested will be added to the capital budget based on need (as determined by the Executive Team) and funding available through outside funding such as grants, local partners, leasing, etc.

In October, the Executive Director presents the 2019 tentative budget to the Board’s Finance and Audit Committee, which reviews the 2019 tentative budget and approves subsequent presentation of the tentative budget to the Board. Once the tentative budget is approved by the Board, it is sent to the Governor’s Office, State Legislature and Local Governments for a 30-day comment period. The Financial Planning Manager makes recommended changes as directed by the Executive Director to arrive at the 2019 Final Budget. The Board of Trustees considers the 2019 Final Budget at their December meeting.

**Adoption of Annual Budget:** Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the 2019 UTA Budget Preparation Schedule at the end of this section.

**Amendment of Annual Budget:** The Board may, by a vote of a quorum of the total Board at any duly-held regular, special or emergency meeting, adopt an amended annual budget when reasonable and necessary, subject to contractual conditions or requirements existing at the time the need for such amendment arise.

**2019 UTAH TRANSIT AUTHORITY BUDGET PREPARATION SCHEDULE**

<u>Task</u>	<u>Completion Date</u>
Budget Staff provide operating and capital budget preparation instructions to business unit managers via on-site department meetings.	July 17, 2018
Department directors provide their operating budget by department by account to Budget Staff. Capital Development provides the draft 2019 capital plan, including 2018 carryforward projects, to the Vice President Finance.	August 27, 2018
Executive team evaluates proposed 2019 Tentative Budget and effects on the Transit Financial Plan.	Sept. 4, 2018
Finance & Audit Committee reviews 2019 Budget direction.	Sept. 19, 2018
Executive team reviews changes to 2019 Tentative Budget.	Sept. 25, 2018
Budget staff update the Transit Financial Plan using the 2019 Tentative Budget.	Sept. 26, 2018
Staff prepares tentative budget document and mails to Board of Trustees.	October 3, 2018
Finance & Audit Committee reviews 2019 Tentative Budget.	October 10, 2018
Board of Trustees reviews and approves 2019 Tentative Budget at Board meeting. Time is set for public hearing at November Board meeting.	October 24, 2018
Budget Review and Comment Period	Nov. 1-30, 2018
Board of Trustees holds public hearing on 2019 Budget.	Nov. 14, 2018
Board of Trustees considers approval of the 2019 Final Budget.	December 12, 2018
Staff submits Final Budget to State Auditor.	January 9, 2019
Staff prepares, prints and distributes Budget Document and Strategic Plan to Policy Forum, Board, and Operating Departments.	January 9, 2019



# Financial Summaries



## Combined 2019 Tentative Budget

	Operating	Capital	Total
<b>Revenue</b>			
Sales Tax	\$ 311,796,000	\$ -	\$ 311,796,000
Federal Preventative Maintenance	66,188,000	-	66,188,000
Passenger Revenue	53,420,000	-	53,420,000
Advertising	2,467,000	-	2,467,000
Investment Income	8,582,000	-	8,582,000
Other Revenues	3,525,000	-	3,525,000
Salt Lake City	3,871,000	-	3,871,000
Utah County	2,500,000	-	2,500,000
Motor Vehicle Registration	1,893,000	-	1,893,000
Capital Grants	-	39,989,000	39,989,000
Local Contributions	-	10,709,000	10,709,000
State Contribution	-	4,427,000	4,427,000
Lease Financing	-	10,090,000	10,090,000
<b>Total Revenue</b>	<b>454,242,000</b>	<b>65,215,000</b>	<b>519,457,000</b>
<b>Expense by Function</b>			
Bus	104,577,000	-	104,577,000
Commuter Rail	29,064,000	-	29,064,000
Light Rail	49,906,000	-	49,906,000
Paratransit Service	23,353,000	-	23,353,000
Rideshare/Vanpool	3,221,000	-	3,221,000
Operations Support	48,716,000	-	48,716,000
General & Administrative	33,582,000	-	33,582,000
Salt Lake County	11,479,000	-	11,479,000
Non-operating	6,083,000	-	6,083,000
Debt Service	144,261,000	-	144,261,000
Capital	-	125,403,000	125,403,000
<b>Total Expense by Function</b>	<b>454,242,000</b>	<b>125,403,000</b>	<b>579,645,000</b>
<b>Estimated Beginning Fund Balance, January 1</b>	<b>206,018,000</b>	<b>60,188,000</b>	<b>266,206,000</b>
<b>Contributions to Reserves Included in Budget</b>	<b>25,119,245</b>	<b>-</b>	<b>25,119,245</b>
<b>Estimated Ending Fund Balance, December 31</b>	<b>\$ 231,137,245</b>	<b>\$ -</b>	<b>\$ 231,137,245</b>

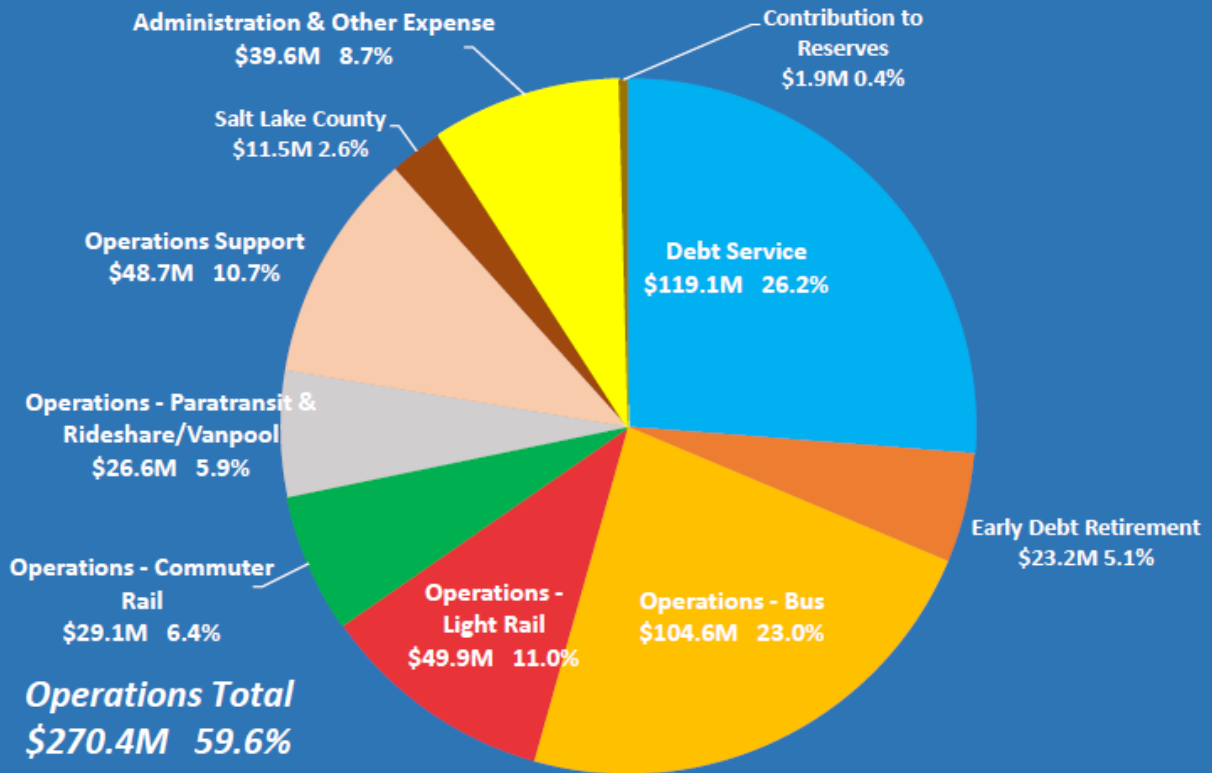
# 2019 Operating Budget

	Actual 2017	2018 Budget	Tentative Budget 2019
<b>Revenue</b>			
Sales Tax	\$ 265,770,775	\$ 278,909,000	\$ 311,796,000
Federal Preventative Maintenance	62,313,994	60,827,000	66,188,000
Passenger Revenue	52,159,203	50,337,000	53,420,000
Advertising	2,366,667	2,483,000	2,467,000
Investment Income	2,873,787	3,732,000	8,582,000
Other Revenues	3,954,893	4,865,000	3,525,000
Salt Lake City	-	-	3,871,000
Utah County	-	-	2,500,000
Motor Vehicle Registration	-	1,907,000	1,893,000
<b>Total Revenue</b>	<b>389,439,319</b>	<b>403,060,000</b>	<b>454,242,000</b>
<b>Operating Expense</b>			
Bus	88,928,063	97,522,000	104,577,000
Commuter Rail	26,014,229	27,375,000	29,064,000
Light Rail	46,881,375	48,964,000	49,906,000
Paratransit Service	19,572,367	23,010,000	23,353,000
Rideshare/Vanpool	2,313,313	3,210,000	3,221,000
Operations Support	41,932,571	45,154,000	48,716,000
General & Administrative	26,537,509	32,394,000	33,582,000
Salt Lake County	-	-	11,479,000
<b>Total Operating Expense</b>	<b>252,179,427</b>	<b>277,629,000</b>	<b>303,898,000</b>
<b>Non-Operating Expense</b>			
Planning/Real Estate/Major Program Development	5,555,198	5,505,000	6,083,000
<b>Total Non-operating Expense</b>	<b>5,555,198</b>	<b>5,505,000</b>	<b>6,083,000</b>
<b>Debt Services</b>			
Principal and interest	100,443,688	113,977,000	119,141,755
Contributions to Operating Reserves	-	-	1,921,000
Contribution to Early Debt Retirement Reserve	-	5,949,000	23,198,245
<b>Total Debt Service</b>	<b>100,443,688</b>	<b>119,926,000</b>	<b>144,261,000</b>
<b>Total Expense</b>	<b>\$ 358,178,313</b>	<b>\$ 403,060,000</b>	<b>\$ 454,242,000</b>



# 2019 Tentative Budget

## Operation Expenses \$454.2M



## 2019 Tentative Operating Budget by Cost Center

	Operations	Operations	Maintenance	Admin.	Total			
<b><u>Bus Service</u></b>								
Salt Lake	\$	37,873,772	\$	21,405,135	\$	1,029,474	\$	60,308,381
Ogden		13,230,859		8,114,234		465,058		21,810,151
Timpanogos		10,139,775		6,900,761		484,428		17,524,964
Transit Dispatch		-		-		-		1,592,478
Operations Planning		-		-		-		850,812
Salt Lake City								2,490,000
<b>Total Bus Service</b>		<b>\$ 61,244,406</b>		<b>\$ 36,420,130</b>		<b>\$ 1,978,960</b>		<b>\$ 104,576,786</b>
<b><u>Light Rail</u></b>								
Light Rail	\$	16,441,614	\$	16,995,238	\$	2,725,187	\$	36,162,039
Maintenance of Way								13,743,827
<b>Total Light Rail</b>		<b>\$ 16,441,614</b>		<b>\$ 16,995,238</b>		<b>\$ 2,725,187</b>		<b>\$ 49,905,866</b>
<b><u>Commuter Rail</u></b>								
Commuter Rail	\$	8,281,566	\$	15,633,390	\$	568,068	\$	24,483,024
Maintenance of Way								4,581,276
<b>Total Commuter Rail</b>		<b>\$ 8,281,566</b>		<b>\$ 15,633,390</b>		<b>\$ 568,068</b>		<b>\$ 29,064,300</b>
<b><u>Paratransit</u></b>								
Paratransit	\$	14,739,075	\$	4,926,901	\$	2,183,598	\$	21,849,574
Mobility Management								1,068,594
Salt Lake City								435,000
<b>Total Paratransit</b>		<b>\$ 14,739,075</b>		<b>\$ 4,926,901</b>		<b>\$ 2,183,598</b>		<b>\$ 23,353,168</b>
<b><u>Rideshare/Van Pool</u></b>								
Van Pools						\$		3,058,508
Rideshare Admin.								162,630
<b>Total Rideshare/Van Pool</b>						<b>\$</b>		<b>3,221,138</b>
<b>Total Operations</b>						<b>\$</b>		<b>210,121,258</b>





## 2019 Tentative Operating Budget by Cost Center

<b>Operations Support</b>			
<b>Vice President Operations, Capital &amp; Assets</b>			
Facilities			\$ 14,727,052
Support Maintenance			3,996,816
Asset Management - State of Good Repair			981,852
Ticket Vending Machine Maintenance			474,430
Fleet Engineering			351,752
Vehicle Disposal			500
<b>Total Vice President Operations, Capital &amp; Assets</b>			<b>\$ 20,532,402</b>
<b>Chief of Safety, Security and Technology</b>			
Public Safety			\$ 9,661,993
Safety & Security			2,284,541
Operations Analysis & Solutions			1,700,662
Radio & Rail Communications			1,018,142
Bus Communications			996,544
Data Quality & Ridership			497,944
<b>Total Chief of Safety, Security and Technology</b>			<b>\$ 16,159,826</b>
<b>Vice President Finance</b>			
Supply Chain - Warehousing			\$ 2,330,309
Supply Chain - Purchasing			1,997,898
Farebox Service			775,078
Fare Strategy & Operations			492,832
<b>Total Vice President Finance</b>			<b>\$ 5,596,117</b>
<b>Chief People Office</b>			
Culture & Talent Development			\$ 2,920,853
<b>Vice President External Affairs</b>			
Customer Service			\$ 2,841,863
Salt Lake City service			665,000
<b>Total Operations Support</b>			<b>\$ 48,716,061</b>



## 2019 Tentative Operating Budget by Cost Center

<b>Administration</b>			
<b>Chief of Safety, Security and Technology</b>			
IT Director			\$ 4,731,936
Risk Management			2,939,698
Network Support			2,642,043
Applications Support			2,125,375
Application Development			1,383,648
Communications & Deployment			778,315
Quality Assurance			169,223
<b>Total Chief of Safety, Security and Technology</b>			<b>\$ 14,770,238</b>
<b>Vice President External Affairs</b>			
Public Relations & Marketing			\$ 2,792,424
Board of Trustees			1,340,984
Government Relations			761,292
Vice President External Affairs			718,668
Innovative Mobility Services			604,500
<b>Total Vice President External Affairs</b>			<b>\$ 6,217,868</b>
<b>Executive Director</b>			
Legal			\$ 2,461,344
Executive Director			1,394,416
Civil Rights			460,086
Corporate Support			122,144
<b>Total Executive Director</b>			<b>\$ 4,437,990</b>
<b>Chief People Officer</b>			
Chief People Officer			\$ 1,292,342
Talent Acquisition			940,042
Human Resources and Labor Relations			792,178
Total Rewards			787,824
<b>Total Chief People Officer</b>			<b>\$ 3,812,386</b>
<b>Vice President Finance</b>			
Accounting			\$ 1,596,713
Product Development & Sales			657,724
Vice President Finance			583,845
Budget & Financial Analysis			323,903
Fares Director			168,000
Intermodal Center - SLC			86,000
Intermodal Center - Ogden			35,500
<b>Total Vice President Finance</b>			<b>\$ 3,451,685</b>
Internal Audit			454,902
Vice President Operations, Capital & Assets			436,874
<b>Total Administration</b>			<b>\$ 33,581,943</b>
<b>Salt Lake County</b>			<b>\$ 11,479,000</b>
<b>Total Operating Expense in 2019 Tentative Budget</b>			<b>\$ 303,898,262</b>
<b>Non-Operating</b>			
Planning			\$ 2,725,968
Capital Projects & Development			2,032,382
Real Estate			1,324,222
<b>Total Non-Operating</b>			<b>\$ 6,082,572</b>

## Utah Transit Authority 2019 Tentative Operating Budget By Line Item

Line Item	Bus	Light Rail	Commuter Rail	Paratransit	Vanpool	Total Operations
Labor	\$ 56,256,173	\$ 27,824,805	\$ 11,389,726	\$ 10,184,006	\$ 576,876	\$ 106,231,586
Fringes	27,929,076	12,529,852	4,929,519	5,042,058	260,616	50,691,121
<b>Total Labor &amp; Fringes</b>	<u>84,185,249</u>	<u>40,354,657</u>	<u>16,319,245</u>	<u>15,226,064</u>	<u>837,492</u>	<u>156,922,707</u>
Services	619,239	2,084,412	932,619	480,832	46,766	4,163,868
Fuel & Lubricants	10,585,501	234,882	6,543,798	1,244,570	894,000	19,502,751
Maintenance Items	-	-	-	-	470,664	470,664
Tires and Tubes	1,726,927	-	-	194,645	-	1,921,572
Parts	3,635,315	10,736,250	3,174,625	391,417	-	17,937,607
Supplies	798,865	1,060,506	498,838	157,552	19,150	2,534,911
Tools	114,591	235,345	50,280	6,020	-	406,236
Utilities	69,827	5,430,401	1,828,277	19,886	7,920	7,356,311
Insurance	-	-	-	-	918,592	918,592
Travel & Meetings	244,648	272,332	119,870	85,750	10,750	733,350
Leases	-	-	-	-	-	-
Media Costs	-	-	-	-	-	-
Warranty Scrap Recoveries	(143,845)	(800,000)	(87,158)	-	-	(1,031,003)
Purchased Services	-	-	-	5,341,046	-	5,341,046
Contingency	-	-	-	-	-	-
Other	250,469	145,640	51,448	5,950	15,804	469,311
<b>Total Other Operating costs</b>	<u>17,901,537</u>	<u>19,399,768</u>	<u>13,112,597</u>	<u>7,927,668</u>	<u>2,383,646</u>	<u>60,725,216</u>
<b>Total Operations and Maintenance</b>	<u>102,086,786</u>	<u>59,754,425</u>	<u>29,431,842</u>	<u>23,153,732</u>	<u>3,221,138</u>	<u>217,647,923</u>
Less:						
Expenses Capitalized	-	(9,848,559)	(367,542)	-	-	(10,216,101)
Federal Funds	-	-	-	(235,564)	-	(235,564)
<b>Net Operations and Maintenance</b>	<u>102,086,786</u>	<u>49,905,866</u>	<u>29,064,300</u>	<u>22,918,168</u>	<u>3,221,138</u>	<u>207,196,258</u>
Add Salt Lake City service	2,490,000	-	-	435,000	-	2,925,000
Add Salt Lake County	-	-	-	-	-	-
<b>Tentative 2019 Operating Budget</b>	<u>\$ 104,576,786</u>	<u>\$ 49,905,866</u>	<u>\$ 29,064,300</u>	<u>\$ 23,353,168</u>	<u>\$ 3,221,138</u>	<u>\$ 210,121,258</u>



## Utah Transit Authority 2019 Tentative Operating Budget By Line Item

Line Item	Total Operations	Operations Support	General & Administration	Non- Operating	Total
Labor	\$ 106,231,586	\$ 25,605,881	\$ 13,625,147	\$ 2,984,190	\$ 148,446,804
Fringes	<u>50,691,121</u>	<u>11,909,910</u>	<u>5,491,497</u>	<u>1,171,788</u>	<u>69,264,316</u>
<b>Total Labor &amp; Fringes</b>	<u>156,922,707</u>	<u>37,515,791</u>	<u>19,116,644</u>	<u>4,155,978</u>	<u>217,711,120</u>
Services	4,163,868	3,478,931	8,515,038	2,279,134	18,436,971
Fuel & Lubricants	19,502,751	384,325	5,538	7,200	19,899,814
Maintenance Items	470,664	-	-	-	470,664
Tires and Tubes	1,921,572	-	-	-	1,921,572
Parts	17,937,607	1,679,665	-	-	19,617,272
Supplies	2,534,911	1,380,068	510,676	47,050	4,472,705
Tools	406,236	137,420	-	-	543,656
Utilities	7,356,311	3,887,586	663,985	14,800	11,922,682
Insurance	918,592	-	2,319,820	-	3,238,412
Travel & Meetings	733,350	341,425	541,299	31,900	1,647,974
Leases	-	-	-	160,000	160,000
Media Costs	-	-	555,000	-	555,000
Warranty Scrap Recoveries	(1,031,003)	-	-	-	(1,031,003)
Purchased Services	5,341,046	-	-	-	5,341,046
Contingency	-	-	1,020,000	-	1,020,000
Other	<u>469,311</u>	<u>49,028</u>	<u>417,443</u>	<u>58,150</u>	<u>993,932</u>
<b>Total Other Operating costs</b>	<u>60,725,216</u>	<u>11,338,448</u>	<u>14,548,799</u>	<u>2,598,234</u>	<u>89,210,697</u>
<b>Total Operations and Maintenance</b>	<u>217,647,923</u>	<u>48,854,239</u>	<u>33,665,443</u>	<u>6,754,212</u>	<u>306,921,817</u>
Less:					
Expenses Capitalized	(10,216,101)	(803,178)	(83,500)	(671,640)	(11,774,419)
Federal Funds	<u>(235,564)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(235,564)</u>
<b>Net Operations and Maintenance</b>	<u>207,196,258</u>	<u>48,051,061</u>	<u>33,581,943</u>	<u>6,082,572</u>	<u>294,911,834</u>
Add Salt Lake City service	2,925,000	665,000	-	-	3,590,000
Add Salt Lake County	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,479,000</u>
<b>Tentative 2019 Operating Budget</b>	<u>\$ 210,121,258</u>	<u>\$ 48,716,061</u>	<u>\$ 33,581,943</u>	<u>\$ 6,082,572</u>	<u>\$ 309,980,834</u>

# UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
*** UTA BUS DETAIL ***			
<b>*** BUS OPERATIONS ***</b>			
LABOR	\$ 36,048,306	\$ 38,817,045	\$ 40,230,235
FRINGES	17,634,435	18,680,280	20,471,198
SERVICES	189,064	244,144	244,952
FUEL AND LUBRICANTS	39,348	52,000	34,375
SUPPLIES	136,230	148,576	160,869
UTILITIES	47,915	47,500	33,500
TRAVEL & MEETINGS	24,326	19,435	40,693
OTHER	10,201	255,435	28,584
* TOTAL BUS OPERATIONS *	54,129,825	58,264,415	61,244,406
<b>*** BUS MAINTENANCE ***</b>			
LABOR	11,752,854	12,496,938	13,316,022
FRINGES	5,574,270	5,823,933	6,245,496
SERVICES	392,827	268,732	277,009
FUEL AND LUBRICANTS	7,185,640	9,311,459	10,543,576
TIRES AND TUBES	1,488,162	1,690,300	1,726,927
PARTS	3,532,871	3,995,581	3,635,315
SUPPLIES	534,365	579,804	544,116
TOOLS	131,477	103,886	114,591
UTILITIES	18,249	17,967	15,023
TRAVEL & MEETINGS	65,720	86,165	104,080
WARRANTY SCRAP RECOVERIES	(187,819)	(222,598)	(143,845)
OTHER	(31,995)	257,147	41,820
* TOTAL BUS MAINTENANCE *	30,456,620	34,409,315	36,420,130
<b>*** TOTAL BUS SERVICE***</b>	84,586,445	92,673,730	97,664,536
EXPENSES CAPITALIZED	(48,097)	0	0
FEDERAL PLANNING FUNDS	0	0	0
TOTAL OFFSETTING FUNDS	(48,097)	0	0
<b>*** NET BUS SERVICE ***</b>	84,538,348	92,673,730	97,664,536
<b>*** ADMINISTRATIVE SUPPORT***</b>			
LABOR	2,689,594	2,789,484	2,709,916
FRINGES	682,278	1,277,292	1,212,382
SERVICES	162,521	330,099	97,278
FUEL AND LUBRICANTS	5,959	5,400	7,550
SUPPLIES	143,965	83,600	93,880
UTILITIES	23,230	22,000	21,304
TRAVEL & MEETINGS	50,809	93,157	99,875
OTHER	163,987	247,501	180,065
* TOTAL ADMINISTRATIVE SUPPORT *	3,922,343	4,848,533	4,422,250
<b>*** TOTAL UTA BUS***</b>	88,460,691	97,522,263	102,086,786
EXPENSES CAPITALIZED	(1,273)	0	0
FEDERAL PLANNING FUNDS	0	0	0
TOTAL OFFSETTING FUNDS	(1,273)	0	0
<b>*** NET UTA BUS ***</b>	\$ 88,459,418	\$ 97,522,263	\$ 102,086,786

**UTAH TRANSIT AUTHORITY  
OPERATING BUDGET  
2019**

	Actual 2017	Budget 2018	Budget 2019
<b>*** LIGHT RAIL SERVICE DETAIL ***</b>			
<b>*** LIGHT RAIL OPERATIONS ***</b>			
LABOR	\$ 10,238,932	\$ 10,566,871	\$ 11,215,614
FRINGES	4,743,576	5,069,833	5,224,320
SERVICES	71,098	72,500	88,500
FUEL AND LUBRICANTS	44,270	50,000	50,000
SUPPLIES	106,456	111,000	146,500
UTILITIES	37,746	32,000	30,000
TRAVEL & MEETINGS	44,231	24,000	28,000
OTHER	2,174	6,000	22,000
* TOTAL RAIL OPERATIONS *	<u>15,288,484</u>	<u>15,932,204</u>	<u>16,804,934</u>
<b>*** LIGHT RAIL VEHICLE MAINTENANCE ***</b>			
LABOR	8,321,316	9,129,702	9,833,382
FRINGES	3,742,602	4,181,205	4,342,812
SERVICES	644,496	844,120	1,013,162
FUEL AND LUBRICANTS	54,555	84,788	46,744
PARTS	11,785,101	10,217,000	10,518,750
SUPPLIES	470,812	605,438	725,250
TOOLS	100,397	334,650	203,845
UTILITIES	14,539	18,080	17,600
TRAVEL & MEETINGS	25,820	48,292	153,882
WARRANTY SCRAP RECOVERIES	(1,390,456)	(1,100,000)	(800,000)
OTHER	(7,312)	(200)	13,800
* TOTAL RAIL MAINTENANCE *	<u>23,761,871</u>	<u>24,363,075</u>	<u>26,069,227</u>
<b>*** MAINTENANCE OF WAY ***</b>			
LABOR	4,189,058	4,599,554	5,157,957
FRINGES	1,853,476	2,068,889	2,242,900
SERVICES	389,087	510,000	680,250
FUEL AND LUBRICANTS	119,128	146,250	137,138
PARTS	359,587	244,500	217,500
SUPPLIES	201,326	139,875	143,756
TOOLS	82,235	30,000	31,500
UTILITIES	4,933,319	5,818,642	5,367,801
TRAVEL & MEETINGS	32,316	39,188	57,375
WARRANTY SCRAP RECOVERIES	0	0	0
OTHER	4,068	1,500	18,900
* TOTAL MAINTENANCE OF WAY *	<u>12,163,600</u>	<u>13,598,398</u>	<u>14,055,077</u>
<b>*** TOTAL LIGHT RAIL SERVICE***</b>	<b>51,213,956</b>	<b>53,893,677</b>	<b>56,929,238</b>
EXPENSES CAPITALIZED	(6,964,137)	(7,608,933)	(9,748,559)
FEDERAL PLANNING FUNDS			
TOTAL OFFSETTING FUNDS	<u>(6,964,137)</u>	<u>(7,608,933)</u>	<u>(9,748,559)</u>
<b>*** NET LIGHT RAIL SERVICE ***</b>	<b>44,249,819</b>	<b>46,284,744</b>	<b>47,180,679</b>
<b>*** ADMINISTRATIVE SUPPORT***</b>			
LABOR	1,413,117	1,514,664	1,617,852
FRINGES	610,826	664,680	719,820
SERVICES	245,889	375,000	302,500
FUEL AND LUBRICANTS	732	800	1,000
SUPPLIES	55,922	45,000	45,000
UTILITIES	18,370	21,000	15,000
TRAVEL & MEETINGS	18,467	22,000	33,075
OTHER	43,366	95,840	90,940
* TOTAL ADMINISTRATIVE SUPPORT	<u>2,406,689</u>	<u>2,738,984</u>	<u>2,825,187</u>
<b>***TOTAL LIGHT RAIL SERVICES***</b>	<b>46,656,508</b>	<b>49,023,728</b>	<b>50,005,866</b>
EXPENSES CAPITALIZED	(61,130)	(60,000)	(100,000)
FEDERAL PLANNING FUNDS	0	0	0
TOTAL OFFSETTING FUNDS	<u>(61,130)</u>	<u>(60,000)</u>	<u>(100,000)</u>
<b>*** NET LIGHT RAIL SERVICES ***</b>	<b>\$ 46,595,378</b>	<b>\$ 48,963,728</b>	<b>\$ 49,905,866</b>

# UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
<b>*** COMMUTER RAIL SERVICE DETAIL ***</b>			
<b>*** COMMUTER RAIL OPERATIONS ***</b>			
LABOR	\$ 5,248,086	\$ 5,350,740	\$ 5,700,993
FRINGES	2,222,441	2,292,761	2,399,190
SERVICES	48,228	56,000	49,000
FUEL AND LUBRICANTS	26,137	20,957	30,000
SUPPLIES	68,468	71,019	69,000
UTILITIES	40,123	35,600	30,000
TRAVEL & MEETINGS	20,468	26,600	28,675
OTHER	238	400	8,500
* TOTAL RAIL OPERATIONS *	7,674,189	7,854,077	8,315,358
<b>*** COMMUTER RAIL VEHICLE MAINTENANCE ***</b>			
LABOR	1,973,267	3,452,155	3,686,130
FRINGES	858,306	1,538,328	1,653,012
SERVICES	2,760,418	506,548	634,869
FUEL AND LUBRICANTS	4,867,410	5,730,821	6,467,985
PARTS	2,702,911	2,981,009	3,100,000
SUPPLIES	419,970	388,472	326,919
TOOLS	36,836	100,000	39,780
UTILITIES	7,038	9,189	8,510
TRAVEL & MEETINGS	5,129	24,500	31,070
WARRANTY SCRAP RECOVERIES	(65,647)	(80,153)	(87,158)
OTHER	318	500	2,273
* TOTAL RAIL MAINTENANCE *	13,565,955	14,651,369	15,863,390
<b>*** MAINTENANCE OF WAY ***</b>			
LABOR	1,396,353	1,533,185	1,719,319
FRINGES	617,825	689,630	747,633
SERVICES	129,696	170,000	226,750
FUEL AND LUBRICANTS	39,709	48,750	45,713
PARTS	120,947	81,500	74,625
SUPPLIES	67,109	46,625	47,919
TOOLS	27,412	10,000	10,500
UTILITIES	1,644,440	1,939,547	1,789,267
TRAVEL & MEETINGS	10,772	13,063	19,125
WARRANTY SCRAP RECOVERIES	0	0	0
OTHER	271	500	4,175
* TOTAL MAINTENANCE OF WAY *	4,054,534	4,532,799	4,685,026
<b>*** TOTAL COMMUTER RAIL SERVICE***</b>			
	<b>25,294,678</b>	<b>27,038,245</b>	<b>28,863,774</b>
EXPENSES CAPITALIZED	(42,626)	(259,884)	(367,542)
FEDERAL PLANNING FUNDS			
TOTAL OFFSETTING FUNDS	(42,626)	(259,884)	(367,542)
<b>*** NET COMMUTER RAIL SERVICE ***</b>			
	<b>25,252,051</b>	<b>26,778,361</b>	<b>28,496,232</b>
<b>*** ADMINISTRATIVE SUPPORT***</b>			
LABOR	189,914	278,760	283,284
FRINGES	127,978	142,920	129,684
SERVICES	291,040	23,000	22,000
FUEL AND LUBRICANTS	42	100	100
SUPPLIES	43,652	52,500	55,000
UTILITIES	477	1,000	500
TRAVEL & MEETINGS	8,654	13,000	41,000
OTHER	10,240	85,568	36,500
* TOTAL ADMINISTRATIVE SUPPORT	671,995	596,848	568,068
<b>***TOTAL COMMUTER RAIL SERVICES***</b>			
	<b>25,924,046</b>	<b>27,375,209</b>	<b>29,064,300</b>
EXPENSES CAPITALIZED	0	0	0
FEDERAL PLANNING FUNDS	0	0	0
TOTAL OFFSETTING FUNDS	0	0	0
<b>*** NET COMMUTER RAIL SERVICES ***</b>			
	<b>\$ 25,924,046</b>	<b>\$ 27,375,209</b>	<b>\$ 29,064,300</b>

**UTAH TRANSIT AUTHORITY  
OPERATING BUDGET  
2019**

	Actual 2017	Budget 2018	Budget 2019
<b>*** PARATRANSIT SERVICE DETAIL ***</b>			
<b>*** PARATRANSIT OPERATIONS ***</b>			
LABOR	\$ 6,051,638	\$ 6,402,861	\$ 6,409,546
FRINGES	2,908,856	3,134,721	3,141,492
SERVICES	59,930	66,504	53,855
FUEL AND LUBRICANTS	2,031	3,000	3,000
SUPPLIES	40,001	18,000	17,200
UTILITIES	3,590	4,000	4,500
TRAVEL & MEETINGS	12,978	10,000	4,000
OTHER	4,441	1,000	0
* TOTAL PARATRANSIT OPERATIONS *	9,083,467	9,640,086	9,633,593
<b>*** PARATRANSIT MAINTENANCE ***</b>			
LABOR	1,817,673	1,965,173	2,003,820
FRINGES	886,270	943,519	941,214
SERVICES	52,416	79,357	64,357
FUEL AND LUBRICANTS	728,485	1,181,551	1,241,570
TIRES/TUBES	182,975	185,776	194,645
PARTS	274,123	377,247	391,417
SUPPLIES	51,120	60,452	61,572
TOOLS	4,038	6,020	6,020
UTILITIES	4,167	3,286	3,286
TRAVEL & MEETINGS	12,050	7,000	18,200
WARRANTY SCRAP RECOVERIES	(18,353)	0	0
OTHER	8,713	10,900	800
* TOTAL PARA MAINTENANCE *	4,003,677	4,820,281	4,926,901
<b>*** TOTAL PARATRANSIT SERVICE***</b>	<b>13,087,144</b>	<b>14,460,367</b>	<b>14,560,494</b>
EXPENSES CAPITALIZED	(13,094)	0	0
FEDERAL PLANNING FUNDS	(128,977)	0	(235,564)
TOTAL OFFSETTING FUNDS	(142,071)	0	(235,564)
<b>*** NET PARATRANSIT SERVICE ***</b>	<b>12,945,072</b>	<b>14,460,367</b>	<b>14,324,930</b>
<b>PURCHASED SERVICES</b>	<b>4,471,243</b>	<b>5,055,391</b>	<b>5,341,046</b>
<b>*** ADMINISTRATIVE SUPPORT***</b>			
LABOR	1,552,097	1,673,741	1,770,640
FRINGES	852,088	889,187	959,352
SERVICES	235,106	817,995	362,620
SUPPLIES	65,206	75,000	78,780
UTILITIES	12,294	10,480	12,100
TRAVEL & MEETINGS	20,912	25,500	63,550
OTHER	9,729	1,850	5,150
* TOTAL ADMINISTRATIVE SUPPORT *	2,747,432	3,493,753	3,252,192
<b>***TOTAL PARATRANSIT***</b>	<b>20,163,748</b>	<b>23,009,511</b>	<b>22,918,168</b>
EXPENSES CAPITALIZED	(247,562)	0	0
FEDERAL PLANNING FUNDS	(343,817)	0	0
TOTAL OFFSETTING FUNDS	(591,379)	0	0
<b>*** NET PARATRANSIT ***</b>	<b>\$ 19,572,369</b>	<b>\$ 23,009,511</b>	<b>\$ 22,918,168</b>



## UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
<b>*** VANPOOL/RIDESHARE SERVICE DETAIL ***</b>			
<b>*** VANPOOL/RIDESHARE OPERATIONS ***</b>			
LABOR	\$ 547,398	\$ 562,512	\$ 576,876
FRINGES	259,619	277,284	260,616
SERVICES	82,331	101,120	46,766
FUEL	751,355	784,120	894,000
MAINT ITEMS	486,638	470,664	470,664
SUPPLIES	14,006	18,084	19,150
UTILITIES	5,452	6,000	7,920
INSURANCE	794,171	915,115	918,592
TRAVEL & MEETINGS	4,029	10,000	10,750
OTHER	39,650	65,600	15,804
* TOTAL VANPOOL/RDSHR OPERATIONS	2,984,649	3,210,499	3,221,138
EXPENSES CAPITALIZED	(2,473)	0	0
FEDERAL PLANNING FUNDS	(598,601)	0	0
TOTAL OFFSETTING FUNDS	(601,074)	0	0
<b>*** NET VANPOOL/RIDESHARE SERVICE ***</b>	<b>\$ 2,383,574</b>	<b>\$ 3,210,499</b>	<b>\$ 3,221,138</b>



## UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
<b>*** OPERATIONS SUPPORT DETAIL ***</b>			
LABOR	\$ 22,656,742	\$ 24,121,269	\$ 25,605,881
FRINGES	10,272,379	11,080,810	11,909,910
SERVICES	3,644,033	3,524,752	3,478,931
FUEL AND LUBRICANTS	315,253	336,538	384,325
PARTS	1,378,167	1,147,700	1,679,665
SUPPLIES	1,145,670	1,279,037	1,380,068
TOOLS	65,834	121,600	137,420
REPAIRS	354,993	474,575	0
UTILITIES	3,393,899	3,716,129	3,887,586
TRAVEL & MEETINGS	252,833	277,212	341,425
WARRANTY SCRAP RECOVERIES	2,699	0	0
OTHER	(41,014)	19,430	49,028
<b>*** TOTAL OPERATIONS SUPPORT ***</b>	<b>43,441,487</b>	<b>46,099,052</b>	<b>48,854,239</b>
EXPENSES CAPITALIZED	(893,565)	(945,463)	(803,178)
NON-FEDERAL PLANNING FUNDS	0	0	0
EXP TRANSFER-FEDERAL COST	0	0	0
<b>TOTAL OFFSETTING FUNDS</b>	<b>(893,565)</b>	<b>(945,463)</b>	<b>(803,178)</b>
	<b>\$ 42,547,922</b>	<b>\$ 45,153,589</b>	<b>\$ 48,051,061</b>

Operations Support includes:

Customer Service, Radio and Rail Communications, OPO, EFC, Tech Support  
TVM Mgt, Facilities, Fleet Engineering, Support Maintenance,  
Training, Security, Safety & Environmental Management



## UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
<b>*** GENERAL &amp; ADMINISTRATION DETAIL ***</b>			
LABOR	\$ 12,218,658	\$ 13,403,256	\$ 13,625,147
FRINGES	5,035,874	5,346,048	5,491,497
SERVICES	6,454,212	7,224,620	8,515,038
FUEL AND LUBRICANTS	5,624	7,225	5,538
SUPPLIES	612,991	632,118	510,676
UTILITIES	783,159	664,518	663,985
INSURANCE	672,596	2,201,430	2,319,820
TRAVEL & MEETINGS	371,348	618,015	541,299
MEDIA COSTS	678,193	552,000	555,000
CONTINGENCY	858,684	1,010,000	1,020,000
OTHER	492,020	902,425	417,443
<b>*** TOTAL ADMINISTRATION ***</b>	<b>28,183,358</b>	<b>32,561,655</b>	<b>33,665,443</b>
EXPENSES CAPITALIZED	(67,110)	(167,000)	(83,500)
FEDERAL PLANNING FUNDS	(70,262)	-	0
<b>TOTAL OFFSETTING FUNDS</b>	<b>(137,372)</b>	<b>(167,000)</b>	<b>(83,500)</b>
<b>*** NET ADMINISTRATION EXPENSE ***</b>	<b>\$ 28,045,986</b>	<b>\$ 32,394,655</b>	<b>\$ 33,581,943</b>

Administration includes:

Internal Audit, Exec Director, Civil Rights, Board Coordination  
Information Services, Legal, Risk Mgt, Accounting,  
Purchasing, Budget, Chief Financial Officer, Chief People Officer,  
Labor Relations, Talent Acquisition, V.P. External Affairs,  
and Public Relations/Marketing.



## UTAH TRANSIT AUTHORITY OPERATING BUDGET 2019

	Actual 2017	Budget 2018	Budget 2019
<b>*** NON-OPERATING EXPENSE DETAIL ***</b>			
LABOR	\$ 2,923,628	\$ 3,349,296	\$ 2,984,190
FRINGES	1,246,671	1,377,030	1,171,788
SERVICES	1,299,939	2,923,224	2,279,134
FUEL AND LUBRICANTS	9,877	12,275	7,200
SUPPLIES	57,408	70,896	47,050
UTILITIES	19,861	24,200	14,800
TRAVEL & MEETINGS	57,939	41,800	31,900
LEASES	241,107	269,900	160,000
OTHER	60,391	85,760	58,150
<b>*** TOTAL NON-OPEX ***</b>	<b>5,916,820</b>	<b>8,154,381</b>	<b>6,754,212</b>
EXPENSES CAPITALIZED	(1,030,484)	(2,648,891)	(671,640)
FEDERAL PLANNING FUNDS	(144,319)	0	0
<b>TOTAL OFFSETTING FUNDS</b>	<b>(1,174,803)</b>	<b>(2,648,891)</b>	<b>(671,640)</b>
<b>*** NET NON-OPERATING EXPENSE ***</b>	<b>\$ 4,742,017</b>	<b>\$ 5,505,490</b>	<b>\$ 6,082,572</b>
Non-Operating Expense includes:	Capital Development, Real Estate, Transit Oriented Development Planning, Major Investment Studies		



## UTA FUND BALANCE REPORT 2019 FORECAST

	General Account	Bond Accounts	Risk Contingency Accounts	Restricted Revenue Account	Capital Projects	Projected All Fund 2019
<b>Beginning Fund Balance, 1/1/19</b>	\$ 112,006,000	\$ 85,948,000	\$ 8,064,000	\$ 4,694,000	\$ 55,494,000	\$ 266,206,000
<b>Revenue:</b>						
Sales Tax	309,796,000			2,000,000		311,796,000
Federal Preventative Maintenance	66,188,000					66,188,000
Passenger	53,420,000					53,420,000
Investment Income	8,582,000					8,582,000
Salt Lake City	3,871,000					3,871,000
Utah County	2,500,000					2,500,000
Advertising	2,467,000					2,467,000
Motor Vehicle Registration	1,893,000					1,893,000
Other Revenues	3,525,000					3,525,000
Capital Grants					39,989,000	39,989,000
Local Partner Contributions					10,709,000	10,709,000
Leasing					10,090,000	10,090,000
State Contribution					4,427,000	4,427,000
<b>Total Resources</b>	564,248,000	85,948,000	8,064,000	6,694,000	120,709,000	785,663,000
Transfers To / From (-)	(143,259,755)	143,098,755	161,000			-
<b>Total Available Resources</b>	420,988,245	229,046,755	8,225,000	6,694,000	120,709,000	785,663,000
<b>Expenditures:</b>						
Operating Expenses	303,898,000					303,898,000
Non-Operating	6,083,000					6,083,000
Debt Service (Principal & Interest)		119,141,755				119,141,755
State of Good Repair Capital Projects					42,478,000	42,478,000
Provo-Orem BRT Capital Project					2,500,000	2,500,000
Airport TRAX Station Relocation					2,650,000	2,650,000
Other Capital Projects				4,694,000	73,081,000	77,775,000
<b>Total Expenditures</b>	309,981,000	119,141,755	-	4,694,000	120,709,000	554,525,755
<b>Ending Fund Balance - 12/31/19</b>	\$ 111,007,245	\$ 109,905,000	\$ 8,225,000	\$ 2,000,000	\$ -	\$ 231,137,245



## Description of Fund Structure

**General Fund:** This fund is the chief operating fund of UTA. It is used to account for all financial resources and expenses except those accounted for in the other funds. Payment for the cost of all capital projects are paid out of the general fund with the exception of rail construction (including light rail and commuter rail), which is paid for out of the Rail Construction Fund.

**Bond Accounts:** This fund was created to hold monies set aside for the payment of debt service on bonds. The funds are held by a Trustee and administered pursuant to Bond Indenture provisions. The amount in this fund is set by the indenture. This fund also includes all Debt Service Reserve accounts.

**Risk Contingency Account:** The Risk Contingency Fund is used for UTA’s self-insurance program. The Utah Governmental Immunity Act, which sets limits for governmental liability, applies to the Authority.

**Restricted Assessment Account:** The Restricted Assessment Fund was created to segregate sales tax authorized by Brigham City, Willard and Perry (municipalities within Box Elder County) with the specific restriction that all funds would be used for right of way acquisition and corridor preservation to fund a fixed guideway or expanded public transportation system within the taxing jurisdictions.

**Capital Projects Fund:** This fund is used for capital projects, including the procurement of rail vehicles.



# Revenues

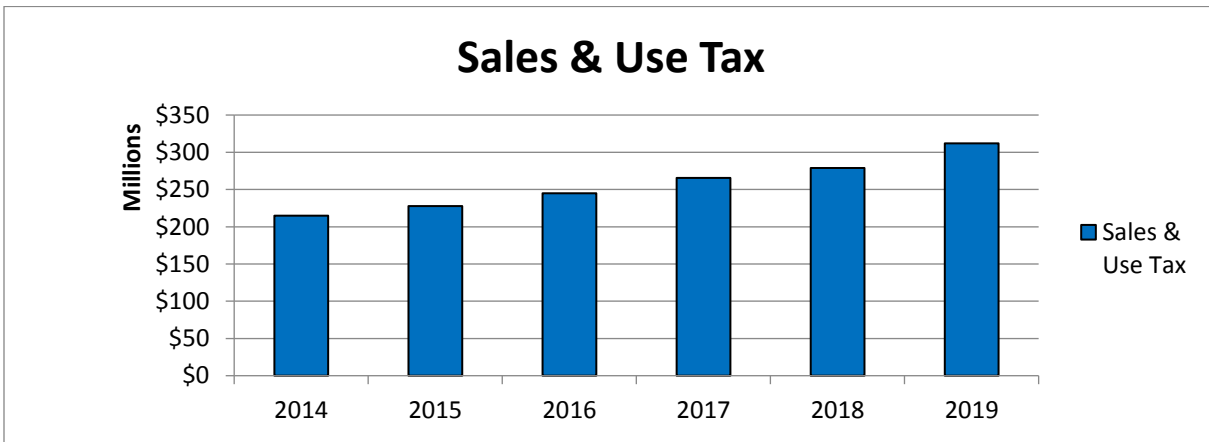
**Source: Sales and Use Tax**

The largest operating source of revenue for the Authority is a local option sales tax, which is imposed by the service area of the Authority. In July 2019, the Salt Lake County Council approved increasing their rate of tax by one-quarter percent with one-tenth percent dedicated to UTA. The sales tax rate is .55% for Box Elder County and .65% for Weber and Davis counties. The rate is 0.526% for Utah County, and 0.4% Tooele County. The rate in Salt Lake County through June 30, 2019 will be 0.6825% with the rate increasing to 0.7825% on July 1, 2019. With an additional \$13.4 million projected from the Salt Lake County sales tax, total projected 2019 sales tax revenues are \$311,796,000.

UTA’s sales tax is applied to gross taxable sales within the service district. From 1993 through 2017, gross taxable sales have grown by an average of 5.34%. Although year over year sales tax growth is 7.8% through August 2018 collections, UTA is assuming average tax growth for 2018 will be 6.9%. Projected 2018 sales tax collections are \$284.2 million. The Authority estimated 2019 sales tax revenue is based on a 5.00% increase over projected 2018 sales tax.

Year	2014	2015	2016	2017	2018*	2019*
Sales Tax	\$214,683,276	\$227,703,023	\$245,008,417	\$265,770,775	\$278,909,000	\$311,796,000

\*Budget

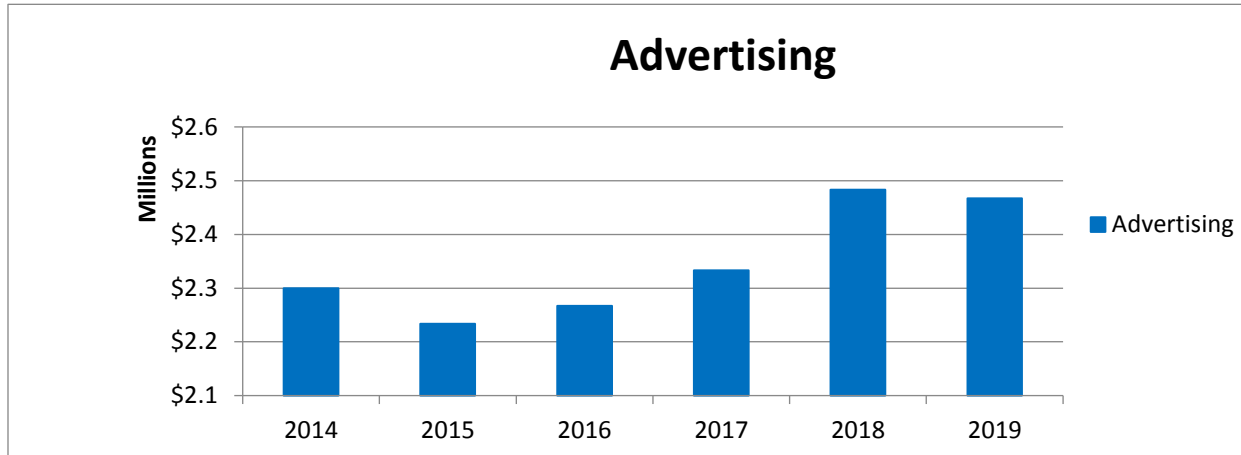


**Source: Advertising**

Advertising revenues for the Authority comes from the lease of exterior space on the sides and rear of the bus and light rail vehicles. The compound annual growth rate for advertising over the last four years has been somewhat flat. For 2019 advertising is projected to produce \$2.467 million, a slight increase due to opening of new routes and based and on new contract guarantees.

Year	2014	2015	2016	2017	2018*	2019*
Advertising	\$2,300,000	\$2,233,333	\$2,266,667	\$2,366,667	\$2,483,000	\$2,467,000

\* Budget

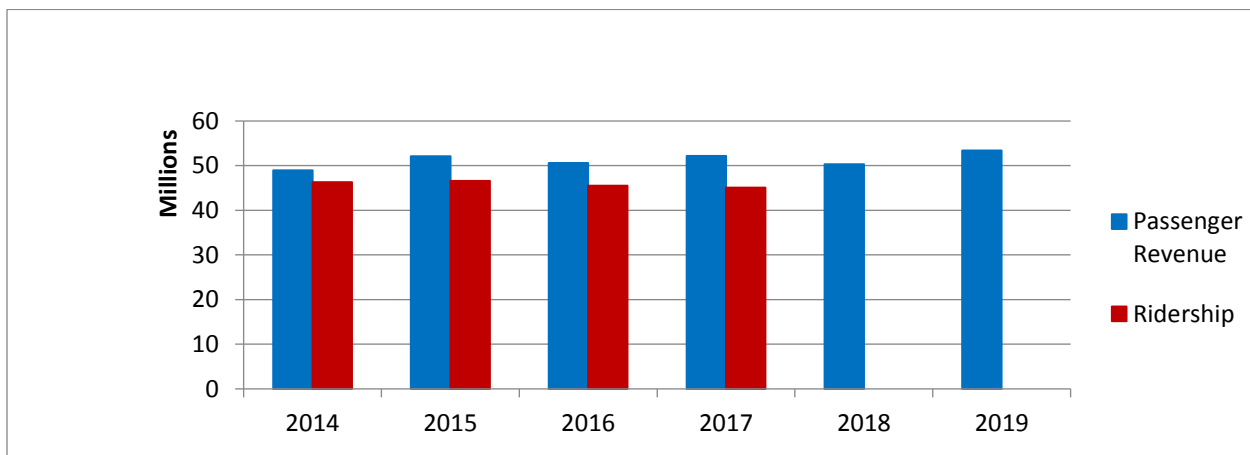


**Source: Passenger Revenue**

Since 2013, the Authority’s base fare has been \$2.50, fares range from \$1.25 for senior citizens to \$5.50 for premium express service. Although ridership has declined since 2015, the average revenue per ride has increased from \$1.12 to \$1.16. The opening of the Utah Valley Express BRT line in August 2018, anticipated additional of service in Salt Lake County, and continued population and employment growth, will all contribute to an increase in passenger revenues. UTA’s projected 2018 passenger revenues are \$52.7 million with 2019 being projected at \$53.4 million.

Year	2014	2015	2016	2017	2018*	2019*
Passenger Revenue	\$48,976,890	\$52,112,909	\$50,624,354	\$52,159,203	\$50,337,000	\$53,420,000
Ridership	46,279,409	46,577,166	45,521,914	45,078,919	N/A	N/A

\* Budget



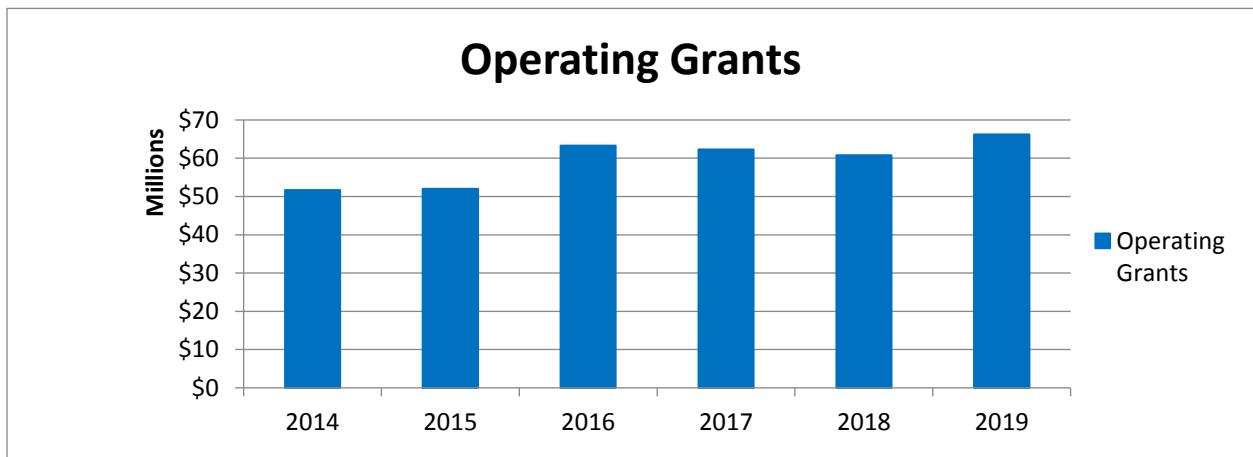


**Source: Federal Operating and Preventative Maintenance Revenue Grants**

In 2016 the Transportation Bill, Fixing Americas’ Surface Transportation (FAST) was approved by Congress. FAST allows the Authority to use formula funds for preventive maintenance as defined by the National Transit Database. The use of these funds for preventive maintenance is a direct reduction of funds available for capital projects. These formula funds may be used to cover up to 80% of preventive maintenance costs with the balance being used for other capital projects. In 2018, Congress approved and the President signed an appropriation bill which increased preventative maintenance funding. UTA’s 2018 projection is preventative maintenance revenue will be \$63 million. The amount for 2019 is based on a slight increase of funding due to additional qualifying rail lines and new apportionments from the FAST act.

Year	2014	2015	2016	2017	2018*	2019*
Operating Grants	\$51,648,000	\$52,000,012	\$63,334,769	\$62,313,994	\$60,827,000	\$66,188,000

\* Budget



**Source: Investment Income**

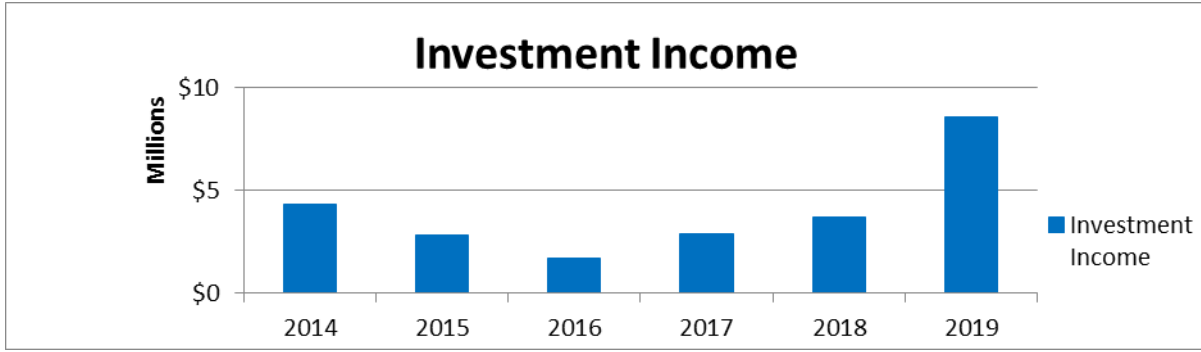
Interest income consists of interest earned on invested operating funds not yet expended and funds held for future capital expenditures. Some of the Authority’s funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer’s office; others are placed in investments that can yield a higher interest but are still secure.

Interest rates have risen above the 2018 projection of 2.20%. Accordingly, the 2018 investment income projected amount is \$5.3 million. An approximate rate of 3.55% is applied to projected reserve accounts in the 2019 Transit Development Plan model to arrive at the 2019 projection of \$8.6 million.

Year	2014	2015	2016	2017	2018*	2019*
Investment Income	\$4,313,024	\$2,831,406	\$1,732,939	\$2,873,787	\$3,732,000	\$8,582,000

\* Budget



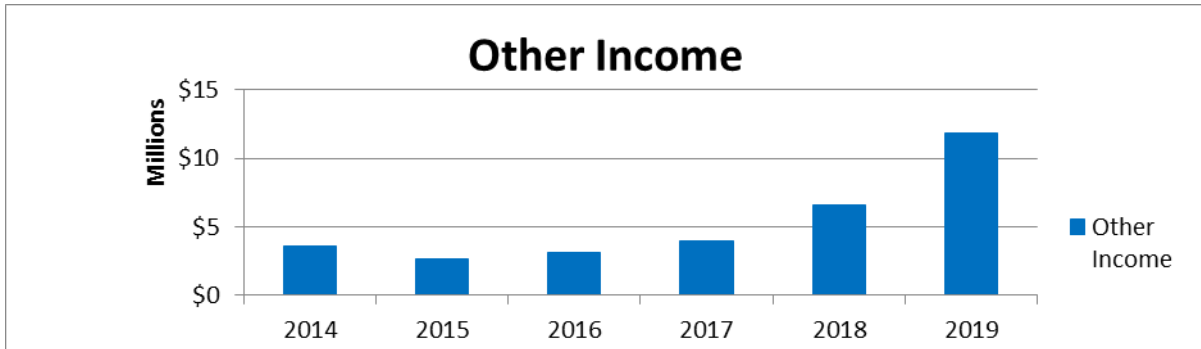


**Source: Other Income**

Other income consists of \$3.9 million from Salt Lake City for enhanced bus service, \$2.5 million from Utah County to support service being provided through the UVX bus-rapid transit system. Other revenues in 2019 include \$1.9 million from motor vehicle registration fees, \$1.4 million from a grant to purchase the Tooele bus facility, \$1.1 million from property fees, \$0.7 million from CMAQ operating grants, and \$0.3 million from transit-oriented development revenues.

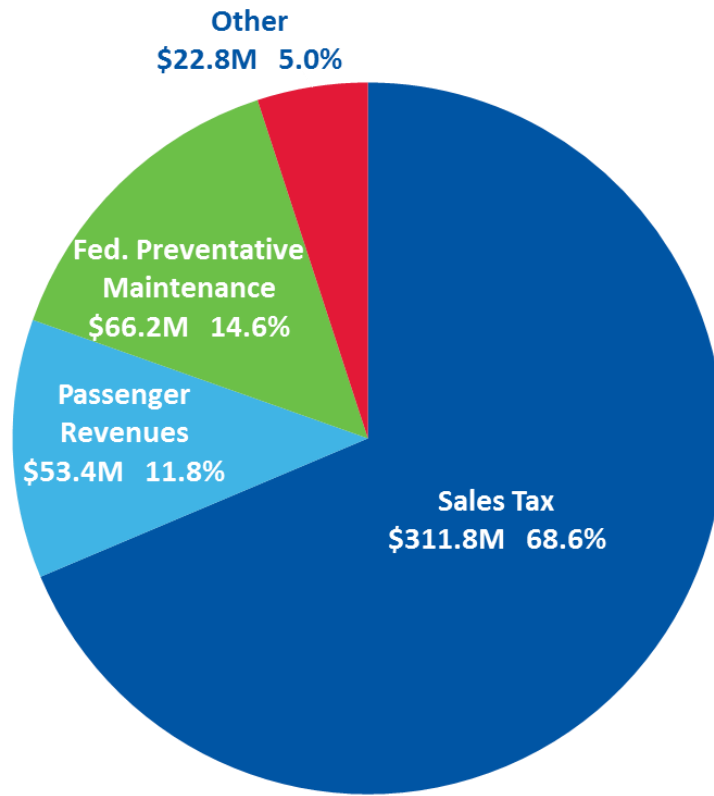
Year	2014	2015	2016	2017	2018*	2019*
Other Income	\$3,601,268	\$2,671,936	\$3,108,191	\$3,954,893	\$6,772,000	\$11,789,000

\* Budget



**2019 Estimated UTA Operations Revenues:**

**\$454.2M**



Utah Transit Authority  
Long-range Financial Forecast  
(In thousands)

	Budget 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023
<b>Revenue:</b>					
Sales Tax	\$ 311,796	\$ 341,446	\$ 358,518	\$ 376,444	\$ 395,267
Federal Prevent. Maint.	66,188	67,210	69,403	70,097	72,952
Passenger	53,420	57,608	57,303	57,835	58,649
Advertising	2,467	2,517	2,567	2,617	2,667
Investment	8,582	8,438	8,956	6,282	4,130
Salt Lake City	3,871	7,553	11,605	14,155	14,448
Utah County	2,500	2,560	2,621	2,684	2,749
Other	5,418	5,557	5,482	6,071	5,255
<b>Total Revenues</b>	<b>454,242</b>	<b>492,889</b>	<b>516,455</b>	<b>536,185</b>	<b>556,117</b>
<b>Expenses:</b>					
Bus	104,577	109,841	115,747	119,590	122,838
Commuter Rail	29,064	29,864	30,685	31,529	32,396
Light Rail	49,906	51,278	52,688	54,137	55,626
Paratransit	23,353	24,384	25,517	26,407	27,126
Rideshare/Vanpool	3,221	3,310	3,401	3,494	3,590
Operations Support	48,716	50,651	52,749	54,489	55,976
General/Administrative	33,582	34,506	35,454	36,429	37,431
Salt Lake County	11,479	26,028	29,335	30,802	32,342
Non-operating	6,083	5,736	5,637	5,792	5,951
<b>Total Operating &amp; Non-operating Expense</b>	<b>309,981</b>	<b>335,598</b>	<b>351,213</b>	<b>362,668</b>	<b>373,276</b>
<b>Net Available</b>	<b>144,261</b>	<b>157,291</b>	<b>165,242</b>	<b>173,517</b>	<b>182,841</b>
<b>Capital Revenues:</b>					
Grants	39,989	47,356	33,579	15,650	6,156
Bonds/Leasing	10,090	67,179	40,983	12,353	39,306
Local Partner Funding	10,709	1,750	1,700		
State Funding	4,427	2,500	2,500	2,500	2,500
<b>Total Capital Revenues</b>	<b>65,215</b>	<b>118,785</b>	<b>78,762</b>	<b>30,503</b>	<b>47,962</b>
<b>Capital Expense:</b>					
Capital Outlay	125,403	135,850	131,064	58,559	73,195
Debt Retirement				98,000	
Debt Service	119,142	129,007	141,084	148,879	156,768
<b>Total Capital &amp; Debt Service Expense</b>	<b>244,545</b>	<b>264,857</b>	<b>272,148</b>	<b>305,438</b>	<b>229,963</b>
<b>Net Change</b>	<b>(35,069)</b>	<b>11,219</b>	<b>(28,144)</b>	<b>(101,418)</b>	<b>840</b>
<b>Beginning Balance, January</b>	<b>266,206</b>	<b>231,137</b>	<b>242,356</b>	<b>214,212</b>	<b>112,794</b>
<b>Ending Balance, December 31</b>	<b>\$ 231,137</b>	<b>\$ 242,356</b>	<b>\$ 214,212</b>	<b>\$ 112,794</b>	<b>\$ 113,634</b>

Utah Transit Authority Long-range Financial Forecast  
Ending Balances  
(In thousands)

	Budget 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023
<b>Restricted Reserves:</b>					
Debt Service	\$ 38,564	\$ 38,564	\$ 38,564	\$ 38,564	\$ 38,564
Debt Rate Stabilization	71,341	89,418	97,431	459	616
Service Sustainability	15,319	16,435	17,016	17,496	18,012
Working Capital	28,596	30,678	31,762	32,658	33,621
Risk	8,225	8,390	8,558	8,729	8,903
Fuel and Parts	4,915	4,915	4,915	4,915	4,915
<b>Total Restricted Reserves</b>	<b>166,960</b>	<b>188,400</b>	<b>198,246</b>	<b>102,821</b>	<b>104,631</b>
<b>Unrestricted Reserves</b>	<b>64,177</b>	<b>53,957</b>	<b>15,967</b>	<b>9,974</b>	<b>9,003</b>
<b>Ending Balance, December 31</b>	<b>\$ 231,137</b>	<b>\$ 242,357</b>	<b>\$ 214,213</b>	<b>\$ 112,795</b>	<b>\$ 113,634</b>

**Description of Restricted Reserves**

**Debt Service** – This reserve is required by bond covenants for the payment of debt service in the event that UTA fails to make payments (which has never happened).

**Debt Rate Stabilization** – UTA Board policy requires savings from a bond refunding be placed into this reserve. This reserve may be used for early debt retirement, payment of debt service if needed to fund a new bond reserve, or other use as determined by UTA Board. The current intent is to use the accumulated savings from the 2013, 2014, and 2015 refunding’s to retire portions of the 2012 bond issue in 2022.

**Service Sustainability** – UTA Board policy requires an amount equal to 5% of budgeted operating cost be held in this reserve. This reserve may be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances.

**Working Capital** – UTA Board policy requires an amount equal to 9 1/3% of budgeted operating cost be held in this reserve so the Authority can meet cash flow needs should revenue or grant payments be delayed.

**Risk** – This reserve supports UTA's self-insurance program. Utah Governmental Immunity Act (UGIA) suggests that entities establish these funds as a separate trust account but that is not required.

**Fuel and Parts** – The fuel reserve is set at \$.30 per gallon and currently represents \$1.915 million of the reserve amount. The fuel reserve may be used if the average fuel price for the year exceeds the budgeted fuel price. The parts reserve was initially funded at \$3 million and has a maximum level set at \$6 million. The reserve will be increased by annual parts expense savings (actual expense less than budgeted expense). The reserve may be used for a large, unforeseen parts expense (e.g., train engine replacement or fleet-wide replacement of expensive parts).

# Capital and Debt



## TENTATIVE 2019 CAPITAL BUDGET - SUMMARY

### October 10, 2018

	Tentative 2019 Capital
<b>Funding Sources:</b>	
Leasing	\$ 10,090,000
UTA Funding	43,928,000
Grants	39,989,000
State Contribution	4,427,000
2018 Bond Proceeds	16,260,000
Local Partner Contributions	10,709,000
<b>Total Funding Sources</b>	<b>125,403,000</b>
<b>Expenditure:</b>	
Provo-Orem TRIP	2,500,000
Airport Station Relocation	2,650,000
State of Good Repair Projects - light rail overhaul, 4th and Main Interlocking system, 30 paratransit vans, 30 Rideshare vans, rail locomotive engine rebuilds, rail replacement, facility maintenance, bus engine/transmission replacements, bus validator replacments, passenger information signs, and safety enhancements.	42,478,000
Other Capital Projects - Depot District bus maintenance facility, first/last mile improvements, positive train control, 10 new buses for Salt Lake City service, Sandy TOD parking structure, Tooele bus facility, Box Elder right-of-way, Sugar House S-line double track, UVU pedestrian bridge, and 7200 South bridge replacement.	77,775,000
<b>Total Expense</b>	<b>\$ 125,403,000</b>



# Capital Expenditures

As part of UTA’s budgeting process, each year managers submit to their department directors a list of capital items and projects requested for the upcoming budget year. The projects are evaluated and prioritized based on the following criteria:

- Mission-critical to keep the system running, maintain or improve delivery of service, or to keep UTA Administration running effectively;
- Required by regulation, mandate, agreement, etc.;
- Funded by grant or other project partners; or
- Results in reduced operating or maintenance costs.

After the capital items/project list is compiled and approved by the Executive Team, it is submitted to UTA’s Board of Trustees for final approval. These items must support UTA’s Strategic Plan, Board Goals, and Corporate Objectives in order to be approved.

Funding for the Capital Projects in this budget come from five major sources:

- 1) Current grants the Authority has received from the federal government, which generally require a 50% to 93% local match.
- 2) Future grants anticipated from the federal government, which will also require a local match. (If future anticipated grants are not received, capital projects and contingent capital projects either may not be purchased or are purchased with local reserves.)
- 3) Local reserves, accumulated as a result of contributions to capital reserves from excess of operating revenues over operating expenses.
- 4) Contributed Capital received from outside sources, used to help offset funds required for a capital project.
- 5) Financing of capital projects, buses, and other revenue service vehicles.

A list following this narrative shows the major capital projects by project category. The table also shows how much will come from current grants, what will be required in future grants and how much local match will come from UTA reserves by fiscal year. Projects in 2018 that were not completed but approved to be carried over are also included in the capital budget. Each year the new budget cycle requires projects that have not been completed during the calendar year to be resubmitted and approved for the next calendar year. Updating this plan by July 2019 will be the first step in the planning process for the 2020 budget.

## **State of Good Repair Projects**

### **Main St/400 South - Half Grand Union Interlocking Replacement**

This state of good repair project will replace the 20-year old, aging half grand union in the intersection of 400 South and Main Street. All three light rail lines travel through this intersection. The project will include upgrading switches, signaling and communications to insure against a potential failure and derailment on the system. The new track work will be encapsulated to prevent stray current.

*Impact on Operating Budget:* None





Delta and 150 Interlocking Replacement

The Delta station and 150 South Main Street Interlocking switch-tub systems on the light rail line have settled, causing the drainage system to fail and the tubs to fill with water. The freezing of the water has caused the concrete along the rail to crack and the turnouts to become loose causing the trains to occasionally snag the OCS cables and shut down service. This project will replace the interlockings.

*Impact on Operating Budget:* Less maintenance costs due to eliminating the need for constant pressure grouting to lift the tubs up, frequent tightening of bolts on the switches and replacing OCS wire when it is snagged

UDOT I-15 Widening/7200 South Bridge Replacement

This project is required as part of the UDOT program to widen 7200 South to three lanes in each direction. It replaces the west bridge that UDOT owns to allow for the roadway expansion. UDOT is reimbursing UTA for all costs.

*Impact on Operating Budget:* None

Revenue Service Vehicles

In 2019 the revenue vehicle purchases consist of 10 expansion fixed route buses, 30 paratransit/flex vehicles and 30 Rideshare vans. Funding for revenue vehicles is met through a leasing plan. In addition, \$1 million is budgeted for bus engine and transmission replacement.

*Impact on Operating Budget:* There will be a slight increase in operating costs due to service expansion from the extra 10 fixed route buses, but this increase is not very pronounced initially because bus repairs/parts are covered under the vehicle’s manufacturer’s warranty period.

Other State of Good Repair Projects

An additional \$15.3 million will go toward the updating, repairing, and replacing of UTA infrastructure, including: \$5.3 million for the light rail vehicle overhaul program, \$3.9 million for locomotive engine rebuilds, \$1.7 million to replace traction power substation (TPSS) components for light rail. Twelve other state of good repair projects are estimated to cost \$4.4 million.

*Impact on Operating Budget:* Rebuilding light rail cars and locomotive engine rebuilds should allow maintenance costs to remain level.

**Capital Projects**

Provo-Orem Bus Rapid Transit (BRT)

The purpose of this new service is to meet the transit demand in Utah County between Provo and Orem and for students commuting to Brigham Young University and Utah Valley University. The \$160 million project had a soft opening in August 2018 and construction will be completed by the end of 2018. The \$2.5M budgeted for 2019 will be used for outstanding right-of-way acquisitions due to required condemnations, and final punch list construction items.

*Impact on Operating Budget:* Service began in August 2018. Operating cost increase of approximately \$3.5 million will be offset by fares and Utah County’s operations and maintenance subsidy.

Airport Station TRAX Relocation

Salt Lake City International Airport is undergoing an almost \$3 billion renovation, including the relocation of its terminal building. In order to provide front door light rail service to the new terminal building, UTA will be required to relocate a portion of its light rail track as well as the Airport TRAX station at an estimated cost of \$22.9 million. Proceeds from the 2018 bond issue will be used to pay for this improvement. Materials procurement will occur in 2019 and construction in 2020 through 2021.

*Impact on Operating Budget:* There is no expected impact to the 2019 or future operating budgets.

### TIGER Grant Projects

In conjunction with six counties, two metropolitan planning agencies, and dozens of Utah cities, UTA was notified in late 2016 that it had been awarded a \$20 million grant which will be matched with local funding to improve transit access as well as trails and bikeways feeding into the transit system over the next five years. Projects in 2019 are estimated at approximately \$15 million. However, this yearly budget consists of the local government match combined with the Federal grant. The UTA cost will be specifically for the UTA projects that are part of the TIGER grant

*Impact on Operating Budget:* There is no expected impact to the 2019 or future operating budgets. Cities have agreed to maintain the facilities that will be built for them with the TIGER grant funds.

### Positive Train Control

Federal regulation requires UTA to implement positive train control on its FrontRunner system. Positive train controls are used to slow down and stop a train if the train's speed exceeds set limits. 2019 will be used to finish up the work on the PTC project that is needed to address some issues identified during 2018 on FrontRunner South. This includes money for project management, design revisions, software installation and testing and Contractor and Technical support.

### Depot District Clean Fuels Technology Center

This project will replace the existing aging and undersized Central bus facility, housing up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. The initial phase of the project constructed the CNG Fuel & Fare Collection building on the site. 2019 activities will include building demolition, structural stabilization of the roof of the old locomotive building that will be repurposed for the bus maintenance shop, construction of the wash building, addition of the diesel fueling system, and site canopies and full site work. Construction activities in 2020 through 2021 will include the final construction of the maintenance building and operations building, as well as solarization and micro grid power system.

*Impact on Operating Budget:* The project is projected to decrease the operating budget by about \$400,000 annually.

### Sugar House S-Line Double Track

Funded by a grant from Salt Lake County, two blocks of the S-Line in South Salt Lake will be double tracked. When completely double tracked, the S-Line will be able to handle more frequent service between the Sugar House area in Salt Lake City and the City of South Salt Lake. Construction of the project, which began in 2018, is expected to be complete in early 2019.

*Impact on Operating Budget:* A grant is funding \$500,000 to cover operating cost impacts due to increased frequency.

### Sandy Parking Structure

Rapid growth within the Sandy transit-oriented development is accelerating the need to construct 300 structured park and ride stalls. Funded by a \$2 million STP grant from FHWA and \$3.4 million of proceeds from the sale of adjacent property, the parking structure is anticipated to be completed in 2019.

*Impact on Operating Budget:* After completion, operational costs of the garage will be split pro-rata with the development entity. UTA will be responsible for 58% of the maintenance costs, which could be up to \$20,000 annually. It is anticipated that there will be some budget savings by eliminating the 1,200-stall surface lot, and UTA's ownership interest in the development will generate additional revenue to offset the maintenance costs.



### UVU Ped Bridge

Construction of this 1000' long pedestrian bridge should begin in late 2018 or early 2019 and be completed by late 2019 or early 2020. The west end of the bridge is located in the southeast corner of the Orem Intermodal center. The east end is located on the UVU campus. This is a UDOT project. The total project cost is approximately \$16 million. UTA agreed to participate by contributing \$4 million for bridge construction. This will be paid in 2 installments – one in 2019 and one in 2020.

### Proposition 1 Improvements

Funding from UTA's share of the quarter-cent sales tax will be used to provide passenger amenities (\$2 million), like bus shelters, in Davis/Weber Counties, and advance the Ogden-Weber State University bus rapid transit project.

*Impact on Operating Budget:* There will be a gradual increase in maintenance costs for these infrastructure improvements. Operating costs for the Proposition 1 improvements will be funded through the on-going Proposition 1 sales tax.

### Box Elder Right of Way

Acquiring right of way between Ogden and Brigham City will preserve options for a future transit line between the two communities. In Box Elder County, funding for this project is coming from the second quarter sales tax passed by residents to support the development of the extension of commuter rail to Brigham City. Ogden City has applied for corridor preservation funds to obtain property in Weber County. This funding is needed to purchase any property in Weber County. The Utah Division of Water Resources (DWRe) is also working to preserve corridor for future water infrastructure in Box Elder County. UTA and DWRe have signed an agreement to jointly acquire property where the corridors run parallel.

*Impact on Operating Budget:* As land is acquired UTA will need to maintain the property. Cost will vary based on the amount of land purchased and if any of the properties have any improvements on them. The ongoing maintenance costs of property in Box Elder County will be covered by the second quarter sales tax. In Weber County, a small amount of local funding will need to be programmed for ongoing maintenance.

### Ogden/Weber State University BRT Design

UTA recently entered into Project Development for the Ogden/Weber State University BRT. This is the first step to obtain funding from the FTA's Small Starts Grant program. In 2019, UTA will obtain a consultant to complete final design for the project. Construction would begin in late 2020 or 2021.

*Impacts on Operating Budget:* Operating funds are budgeted from Prop 1 as well as recapturing Route 603 funding.

### South Davis BRT

UTA completed the Davis-SLC Community Connector Study in August 2014. The outcome of the study was a Locally Preferred Alternative consisting of a BRT line from Salt Lake City to the Woods Cross Frontrunner Station. In the 2017, project partners and UTA received a legislative earmark of \$1.2M to advance the South Davis BRT. This funding will be used to complete environmental and preliminary design work in 2019.

*Impacts on Operating Budget:* This is a onetime capital expenditure. No impacts on the operating budget will be incurred until the project is constructed and in operations. However, some funds from Prop 1 have been budgeted for the future project.



### Tooele Bus Facility

Since 2009 UTA has been leasing a warehouse in the Tooele Army Depot to store commuter buses which run between Salt Lake City and Tooele County. Buses used on the Toole County Flex routes are also stored here. To reduce ongoing operating costs UTA is purchasing the facility. UTA was awarded a grant from the Federal Transit Administration’s 5339(b) Bus and Bus Facilities Discretionary Program, administered through UDOT, at just over \$1.4 million. This grant along with UTA’s local match will also cover upgrades to the building.

*Impacts on Budget:* Minor state of good repair expenditures to maintain the building, in addition to the existing utility bills. Purchasing the building will eliminate lease payments UTA has been making..

### **Technology Office – Information/Communications and ITS**

#### Electronic Fare collection

During 2019 - 2021 UTA will undertake a project to replace 1500 units of the aging fare validators on its buses and at 72 train station platforms. Validator’s capture the “tap on – tap off” rider information, which is used to calculate third party payers and bill riders (i.e. FarePay cards).

*Impact on Operating Budget:* Maintenance costs will be lower during the initial warranty period which will be realized in the first few years of the three year project. The operating costs of this system in the future years starting in 2020 will be approximately \$50,000 per year.

#### WFRC Grant - Passenger Info Improvements

During 2019, UTA will use a WFRC grant to improve electronic signage for bus stops in Weber, Davis and Salt Lake counties. This is to improve the ridership experience by giving helpful information when and where it is needed.

*Impact on the Operating Budget:* Operating costs are expected for the support of personnel and licensing and maintenance agreements associated with the vendor-supplied technology. The operating costs in 2020 is minimal due to the system being on an initial 1-year warranty period. The operating costs of this system in the future years starting in 2020 will be approximately \$20,000 per year.

### **Facilities, Safety, and Office Equipment**

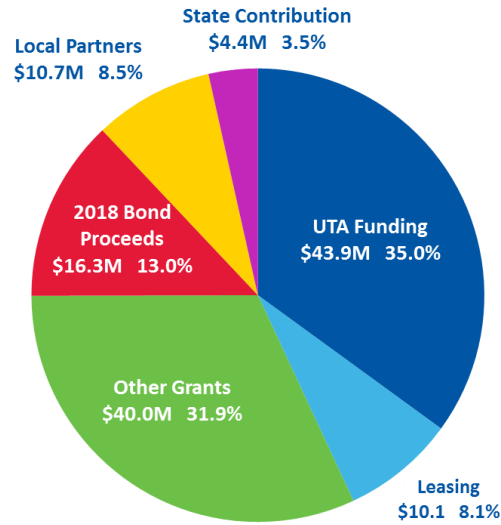
Three categories are included in this capital project area:

1. Safety and Security projects. These projects ensure the safety team’s equipment is replaced on a timely basis and that safety features such as cameras and fencing may be added to the system.
2. Office Capital Equipment. This allows for replacement of various office machines that may wear out throughout the year.
3. Facilities Maintenance. These projects include facilities maintenance items, such as roof replacement, concrete and asphalt repair, bus hoist replacement, and other required replacement or repairs.

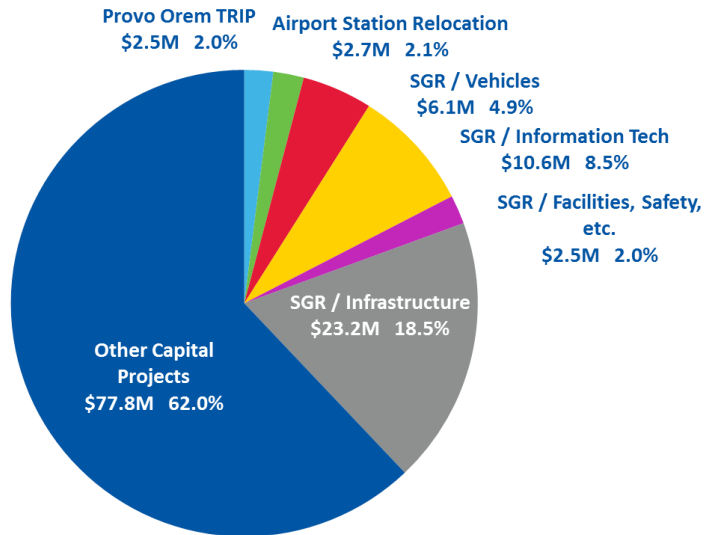
*Impact on Operating Budget:* This area has little new measurable impact on the operating budget. It does serve to keep our equipment maintained and updated, which adds to UTA employee’s ability to achieve our mission.



### 2019 Estimated Capital Revenues: \$125.4M



### 2019 Estimated Capital Expenses: \$125.4M



## 2019 Capital Budget List of Projects and Funding Source

Project Name	2019				State Funding	Local Partners	UTA Funded
	Budget	Bonds	Grants	Lease			
<b>Provo-Orem TRIP</b>	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Airport Station Relocation</b>	\$ 2,650,000	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>State of Good Repair</b>							
<b>Revenue / Service Vehicles</b>							
Replacement Buses	\$ 1,050,000	\$ -	\$ 958,000	\$ -	\$ -	\$ -	\$ 92,000
Replacement Paratransit	2,880,000	-	-	2,880,000	-	-	-
Van pool Van replacement	1,960,000	-	-	1,960,000	-	-	-
Non-Rev Service Vehicle Replacement	200,000	-	-	-	-	-	200,000
<b>Total Revenue/Service Vehicles</b>	<b>\$ 6,090,000</b>	<b>\$ -</b>	<b>\$ 958,000</b>	<b>\$ 4,840,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 292,000</b>
<b>Information Technology</b>							
Central Division Fluid Management System (Graco Matrix System	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000
IT Allocation for Projects	1,300,000	-	-	-	-	-	1,300,000
JDE Time / Labor Improvements	80,000	-	-	-	-	-	80,000
New MS SQL Server Licenses	66,000	-	-	-	-	-	66,000
Radio Communication Infrastructure	185,414	-	-	-	-	-	185,414
Server, Storage Infrastructure Equipment and Software	75,000	-	-	-	-	-	75,000
Rail Communication On-Board Technology	308,494	-	-	-	-	-	308,494
Info Security Equip & SW (PCI Compliance and Cyber Security)	400,000	-	-	-	-	-	400,000
Bus Communication On-Board Technology	437,000	-	-	-	-	-	437,000
Information Builders Licenses	31,750	-	-	-	-	-	31,750
WiFi Towers	150,000	-	-	-	-	-	150,000
IT Pool	467,968	-	-	-	-	-	467,968
Vanpool-02 Driver Tracking and Database System	55,000	-	-	-	-	-	55,000
WFRC Grant Passenger Info Improvements	1,459,831	-	1,361,000	-	-	-	98,831
AppDev JDE 9.2 System Upgrade	258,638	-	-	-	-	-	258,638
Legal SW	288,685	-	-	-	-	-	288,685
Fares System Improvements	199,336	-	-	-	-	-	199,336
CoordM-04 ITS Development	164,975	-	121,654	-	-	-	43,321
Network & Infrastructure Equipment	251,223	-	-	-	-	-	251,223
IVR Passenger Callout	200,995	-	-	-	-	-	200,995
Front Runner PA System	27,600	-	-	-	-	-	27,600
Sire to Onbase Migration and Upgrade	15,600	-	-	-	-	-	15,600
Meadowbrook Data Center Replacement	11,871	-	-	-	-	-	11,871
Mobile Ticketing App	121,048	-	-	-	-	-	121,048
FrontRunner WiFi Enhancements	150,910	-	-	-	-	-	150,910
Trapeze Enhancements	100,000	-	-	-	-	-	100,000
TOPS Software Web Based	18,676	-	-	-	-	-	18,676
System Infrastructure and Enhancements	12,171	-	-	-	-	-	12,171
Electronic Fare Collection	3,293,112	-	-	-	-	-	3,293,112
Rail Passenger Info	476,235	-	-	-	-	-	476,235
<b>Total Information Technology</b>	<b>\$ 10,640,532</b>	<b>\$ -</b>	<b>\$ 1,482,654</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,157,878</b>
<b>Facilities, Safety, &amp; Admin Equip.</b>							
Office Equipment Reserve	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Equipment Managed Reserve	425,000	-	-	-	-	-	425,000
Facilities Managed Reserve	1,100,000	-	-	-	-	-	1,100,000
Corridor Fencing - Replacement	50,000	-	-	-	-	-	50,000
Camera Sustainability	50,000	-	-	-	-	-	50,000
Safety projects	822,169	-	-	-	-	-	822,169
<b>Total Facilities, Safety, &amp; Admin Equip.</b>	<b>\$ 2,547,169</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,547,169</b>
<b>Infrastructure State of Good Repair Projects</b>							
Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 4,743,940	\$ 2,283,582	\$ -	\$ -	\$ -	\$ -	\$ 2,460,358
Bridge Rehabilitation & Maintenance	278,000	-	-	-	-	-	278,000
Bus Engine/Transmission Replacements	1,000,000	-	-	-	-	-	1,000,000
Commuter Rail Cab and Coach Car Overhaul Program	500,000	-	-	-	-	-	500,000
FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	-	30,000
Light Rail Grade Crossing Program	856,273	-	-	-	-	-	856,273
SD Light Rail Vehicle Overhaul	3,273,388	-	-	-	-	-	3,273,388
SGR Repair LRV	698,000	-	-	-	-	-	698,000
S70 Light Rail Vehicle Overhaul	2,000,000	-	-	-	-	-	2,000,000

Project Name	2019 Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	-	70,000
Stray Current Mitigation	600,000	-	-	-	-	-	600,000
TPSS Component Replacement	100,000	-	-	-	-	-	100,000
Delta and 150 Interlocking Replacement	1,889,542	1,589,542	-	-	-	-	300,000
Rail Replacement Work	1,847,472	1,847,472	-	-	-	-	-
Paint Room Bldg. 8	242,928	-	-	-	-	-	242,928
Prime Mover Turbocharger Replacement	192,545	-	-	-	-	-	192,545
Prime Mover Engine Rebuild	3,889,562	-	563,571	-	-	-	3,325,991
Asset Management SW	10,000	-	-	-	-	-	10,000
Other	477,869	-	-	-	-	-	477,869
C - Car Tires	500,209	-	-	-	-	-	500,209
Total State of Good Repair	23,199,728	5,720,596	563,571	-	-	-	16,915,561
Total State of Good Repair	\$ 42,477,429	\$ 5,720,596	\$ 3,004,225	\$ 4,840,000	\$ -	\$ -	\$ 28,912,608
<b>Capital Projects</b>							
<b>Capital Projects</b>							
Ogden/Weber State University BRT Design	\$ 1,700,000	\$ -	\$ 1,054,062	\$ -	\$ -	\$ 150,000	\$ 495,938
Prop #1 Davis County Improvements	2,070,753	-	-	-	-	-	2,070,753
Prop #1 Weber County Improvements	199,271	-	-	-	-	-	199,271
Prop#1 Tooele County Improvements	71,576	-	-	-	-	-	71,576
Positive Train Control	5,598,884	1,642,089	3,956,795	-	-	-	-
TIGER Program of Projects	15,012,832	-	10,265,219	-	-	3,666,790	1,080,823
UVU Ped Bridge	2,000,000	-	-	-	-	-	2,000,000
3300/3500 South MAX Expansion & Optimization	268,154	-	250,000	-	-	-	18,154
Box Elder Right of Way Preservation	4,693,670	-	-	-	-	-	4,693,670
Clearfield FR Station Trail	268,154	-	250,000	-	-	-	18,154
Depot District- Phased Project, 2018 Phase 1 and Future Phases	16,342,434	1,456,144	10,459,686	-	4,426,604	-	-
SLCounty ROW Preservation/SWSLCo Transit Corridor	600,000	-	-	-	-	600,000	-
Sugar House Double Tracking	2,898,725	-	2,221,623	-	-	677,102	-
UDOT 1-15 Widening/7200 South bridge replacement	1,511,613	-	-	-	-	455,590	1,056,023
Update Bike Cars on FrontRunner	296,699	-	276,612	-	-	-	20,087
Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	-	150,000
System-Wide ADA Bus Stop Imp	100,000	-	-	-	-	-	100,000
Paint Booth at Warm Springs	450,000	-	-	-	-	-	450,000
Warm Springs Fabrication Shop	78,395	-	-	-	-	-	78,395
South Davis BRT	1,200,000	-	-	-	-	1,200,000	-
DSI Inventory software & scanners	104,200	-	-	-	-	-	104,200
Wayfinding Signage Plan	747,951	-	-	-	-	-	747,951
Weber Cnty CR ROW Preservation	450,000	-	-	-	-	450,000	-
SW SLCounty ROW preservation	600,000	-	-	-	-	600,000	-
MOW Building - Clearfield	350,000	-	-	-	-	350,000	-
Signal Pre-emption Projects w/UDOT	622,831	-	-	-	-	622,831	-
Sandy Parking Structure	4,436,023	-	1,389,756	-	-	1,923,230	1,123,037
Prop #1 for Tiger - Tooele County	61,147	-	-	-	-	-	61,147
20-1717 - 5310 Prgrm-SLC/WVC	2,303,894	-	2,303,894	-	-	-	-
20-1716 - 5310 Prgrm-PRO/OREM	528,125	-	528,125	-	-	-	-
20-1715 - 5310 Prgrm-OGD/LAY	928,700	-	928,700	-	-	-	-
5310 Grant UT-2016-013 Utah County UZA	410,922	-	410,922	-	-	-	-
5310 Grant UT-2016-013 Davis/Weber UZA	756,593	-	756,593	-	-	-	-
5310 Grant UT-2016-013 Salt Lake UZA	1,201,785	-	1,201,785	-	-	-	-
Electric Bus Purchase Lo/No Grant	237,165	-	203,706	-	-	13,513	19,946
Salt Lake City Buses	5,250,000	-	-	5,250,000	-	-	-
FTA 5310 Funds as designated recipient	527,317	-	527,317	-	-	-	-
FL 2015 ROW	456,323	-	-	-	-	-	456,323
Tooele Bus Facility	2,291,147	2,291,147	-	-	-	-	-
Total Capital Projects	77,775,283	5,389,380	36,984,795	5,250,000	4,426,604	10,709,056	15,015,448
Total Capital Budget	\$ 125,402,712	\$ 16,259,976	\$ 39,989,020	\$ 10,090,000	\$ 4,426,604	\$ 10,709,056	\$ 43,928,056



# Debt

UTA issued debt for the first time in 1997 to build Utah’s first TRAX line, which has evolved into today’s Blue Line between Draper and downtown Salt Lake City. After completing that line and a spur to the University of Utah for the 2002 Winter Olympic Games, UTA had an historic opportunity in 2002 to purchase approximately 175 miles of railroad corridor and access rights from Union Pacific Railroad. The corridor extended from the northern limit of the Authority’s transit district in Brigham City to Payson at the southern limit. It also included a portfolio of related real property. The newly acquired UP corridor provided an unrivaled chance to create a cohesive rail network linking much of the Wasatch Front.

Voters throughout UTA’s service area enthusiastically embraced our initial TRAX and FrontRunner lines and approved measures in 2006 to increase countywide sales tax rates to expand the rail network. The resulting FrontLines 2015 program added four new light rail lines, extensions of two others, the S-Line streetcar, and commuter rail service between Salt Lake City and Provo. Bonding was required to complete these projects within the short timeframe (six years) desired by public officials and voters. UTA’s financial commitment to the \$3.45 billion overall budget was \$2.05 billion in sales-tax-backed bonds, while \$1.40 billion was funded by federal grants. It’s interesting to note the Great Recession hit shortly after construction began and the FrontLines program provided a fortuitous and much-needed boost to the region’s economy during the downturn. The program was completed in late 2013, 1 1/2 years ahead of schedule, 17 years ahead of what was contemplated in the Regional Transportation Plan, and \$300 million under budget. Today, UTA’s rail network is considered ahead of its time for a metro area our size, is the envy of other cities, and has provided untold economic value and mobility options to northern Utah communities.

In the years since incurring this significant debt, UTA has worked diligently to refinance debt and make early payments to reduce loan balances. We’ve contributed more than \$47 million to our debt-reduction fund over the past few years. Scheduled contributions the next three years will bring our debt-reduction fund to approximately \$98 million by the end of 2021.

Outstanding debt as of December 31, 2018 by bond issue is provided in the chart below.

Bond Series	Final Maturity	Outstanding Principal
<b>Senior Debt:</b>		
2005A	2022	\$7,085,000
2006C	2032	107,760,000
2008A	2023	54,295,000
2009B - BABs	2039	261,450,000
2015A	2038	668,655,000
2018	2036	83,765,000
<b>Total Senior Debt</b>		<b><u>\$1,183,010,000</u></b>
<b>Subordinate Debt:</b>		
2007A	2035	\$121,455,000
2010 - BABs	2040	200,000,000
2012	2042	171,600,000
2015A	2037	192,005,000
2016	2032	145,691,498
2018	2041	113,895,000
<b>Total Subordinate Debt</b>		<b><u>944,646,498</u></b>
<b>Total Outstanding Debt</b>		<b><u>\$2,127,656,498</u></b>



Annual principal and interest payments are provided in the following chart.

Fiscal Year Ending December 31	Total Principal	Total Interest	Total Debt Service
2019	\$ 17,500,000	\$ 102,185,005	\$ 119,685,005
2020	25,920,000	101,624,324	127,544,324
2021	35,075,000	100,756,724	135,831,724
2022	44,020,000	98,753,155	142,773,155
2023	55,090,000	96,225,412	151,315,412
2024	57,915,000	93,399,187	151,314,187
2025	60,865,000	90,453,099	151,318,099
2026	63,990,000	87,334,274	151,324,274
2027	85,460,000	84,036,193	169,496,193
2028	89,470,000	80,024,167	169,494,167
2029	99,940,000	75,816,929	175,756,929
2030	104,795,000	71,043,899	175,838,899
2031	109,930,000	65,909,247	175,839,247
2032	101,451,498	74,373,067	175,824,565
2033	118,005,000	56,415,003	174,420,003
2034	123,725,000	50,703,873	174,428,873
2035	129,610,000	44,813,991	174,423,991
2036	135,825,000	38,595,248	174,420,248
2037	119,565,000	31,905,647	151,470,647
2038	127,865,000	25,536,522	153,401,522
2039	136,420,000	18,436,870	154,856,870
2040	143,130,000	11,198,818	154,328,818
2041	69,980,000	5,994,188	75,974,188
2042	72,110,000	1,802,750	73,912,750
<b>Totals</b>	<b>\$ 2,127,656,498</b>	<b>\$ 1,507,337,592</b>	<b>\$ 3,634,994,090</b>



# Departmental Information



# Position Summary Schedule

	Budget* 2017	Budget* 2018	Budget * 2019
<b>OPERATIONS:</b>			
<b>Bus</b>			
Salt Lake			
Administration	6.5	7.0	7.0
Operations	544.5	533.0	533.0
Maintenance	141.0	141.0	140.5
Salt Lake	692.0	681.0	680.5
Ogden			
Administration	2.0	4.0	3.0
Operations	189.0	200.0	186.0
Maintenance	47.0	49.0	48.0
Ogden	238.0	253.0	237.0
Timpanogos			
Administration	5.0	5.0	3.0
Operations	106.0	132.0	136.0
Maintenance	32.0	37.0	40.0
Timpanogos	143.0	174.0	179.0
<b>Rail</b>			
Light Rail Administration	19.0	20.0	21.0
Light Rail Operations	192.0	193.0	193.0
Light Rail Maintenance	141.0	149.0	152.0
Commuter Rail Administration	2.0	3.0	3.0
Commuter Rail Operations	112.5	113.5	113.3
Commuter Rail Maintenance	35.0	62.0	62.0
Maintenance of Way	104.0	103.0	104.0
Rail	605.5	643.5	648.3
<b>Special Services</b>			
Special Services Administration	28.0	28.0	28.0
Paratransit Operations	138.0	138.0	138.0
Paratransit Maintenance	34.0	35.0	35.0
Vanpool Administration	9.0	9.0	9.0
Mobility Management	6.0	7.0	7.0
Rideshare Administration	2.0	1.0	1.0
Special Services	217.0	218.0	218.0
Operations Subtotal	1,895.5	1,969.5	1,962.8

	Budget* 2017	Budget * 2018	Budget * 2019
<b>OPERATIONS SUPPORT AND GENERAL AND ADMINISTRATION:</b>			
Executive Director			
Executive Director	1.0	1.0	1.0
Civil Rights	3.0	3.0	3.0
General Counsel	9.0	10.0	4.0
Corp & Board Support	3.0	2.0	1.0
Executive Director	16.0	16.0	9.0
V.P. of Operations, Capital, and Assets			
Chief Operation Officer	2.0	2.0	2.0
Support Maintenance	28.0	28.0	28.0
Fleet Engineering	4.0	4.0	5.0
Facilities	88.0	90.0	89.0
Asset Mgt	8.0	8.0	9.0
TVM Maintenance	4.0	4.0	4.0
Major Program Development	23.0	22.0	20.0
V.P. of Operations, Capital, and Assets	157.0	158.0	157.0
Vice President of Finance			
Vice President of Finance	2.0	2.0	3.0
Accounting	14.0	16.0	16.5
Supply Chain Mgt & Contract Admin	49.0	50.0	50.0
Farebox Services	12.7	13.0	12.0
Transit Oriented Development	2.0	2.0	-
Real Estate	6.0	6.0	7.0
Fare Strategy & Ops	6.0	3.0	3.0
Fares Director	-	-	1.0
Product Development & Sales	5.0	5.0	6.0
Budget and Financial Analysis	2.0	2.0	2.0
Vice President of Finance	98.7	99.0	100.5
Chief People Officer			
HR Services & Labor Relations	10.0	7.0	6.0
Talent Acquisition	23.5	8.5	8.7
Culture and Talent Development	34.7	34.8	36.5
Total Rewards	-	13.0	6.2
Chief People Officer	-	-	10.0
Chief People Officer	68.2	63.3	67.5
Chief Safety, Security, and Technology Officer			
Safety	25.5	25.5	26.5
Transit Comms Center	19.0	19.0	20.0
Security	78.2	87.0	87.7
Risk Management	5.0	5.0	5.0
Application Development	10.5	10.0	11.0
Network Support	15.0	16.0	16.0
IT Director	3.0	4.0	7.0
Technology Deployment	5.0	-	-
Applications Support	10.0	13.0	13.0
Quality Assurance	4.0	2.0	1.0
Communications & Deployment	5.0	5.0	6.0
Radio & Rail Communications	8.0	8.0	8.0
Bus Communications	12.0	11.0	11.0
Ops Analysis	14.0	14.0	14.0
Data Quality and Ridership	10.0	8.0	7.5
Chief Safety, Security, and Technology Officer	224.2	227.5	233.7

	Budget* 2017	Budget * 2018	Budget * 2019
V.P. of External Affairs			
Planning	15.0	18.5	18.5
Public Relations and Marketing	12.0	13.0	12.0
Board of Trustees	1.0	2.0	8.0
Customer Service	45.0	46.0	45.0
Innovative Mobility Services	-	4.0	2.0
Government Relations	6.0	3.0	3.0
V.P. of External Affairs	4.0	4.0	3.0
V.P. of External Affairs	83.0	90.5	91.5
Internal Audit			
Internal Audit	3.0	3.0	3.0
Internal Audit	3.0	3.0	3.0
Operations Support and General and Administration Subtotal	650.0	657.3	662.2
UTAH TRANSIT AUTHORITY	2,545.5	2,626.7	2,624.9

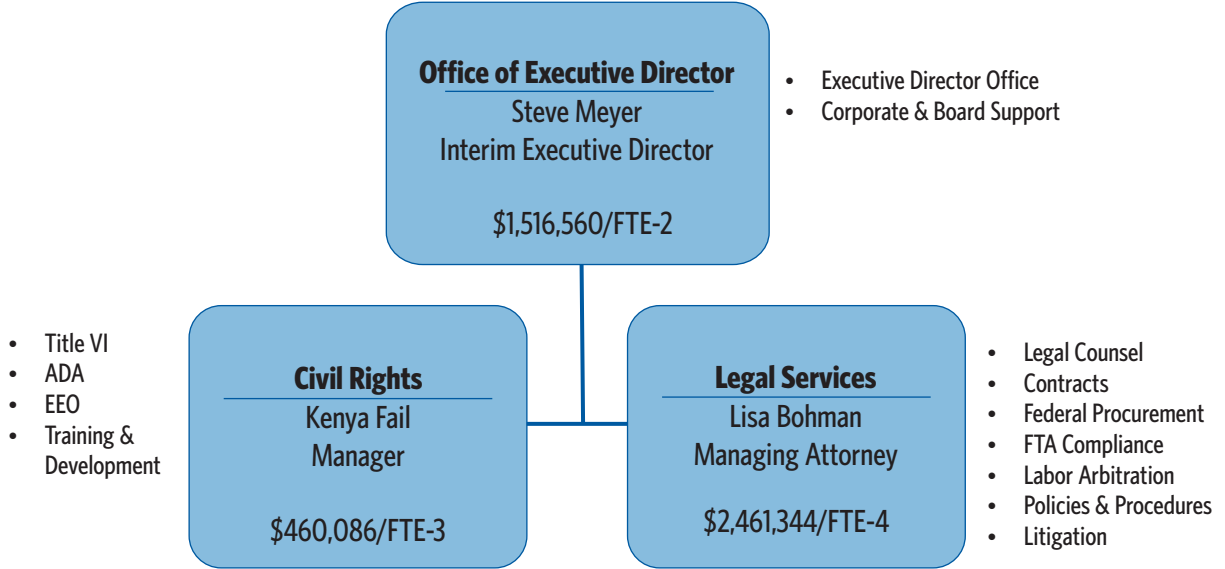
\* Reflects moves of departments in 2018



## Office of Executive Director

Total Funding \$4,437,990

FTE Total-9



## Office of Executive Director

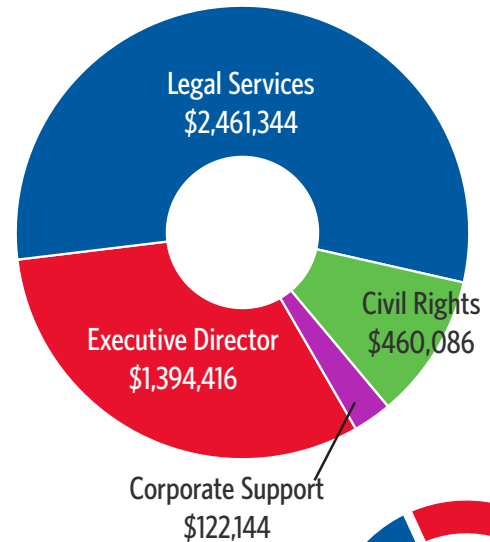
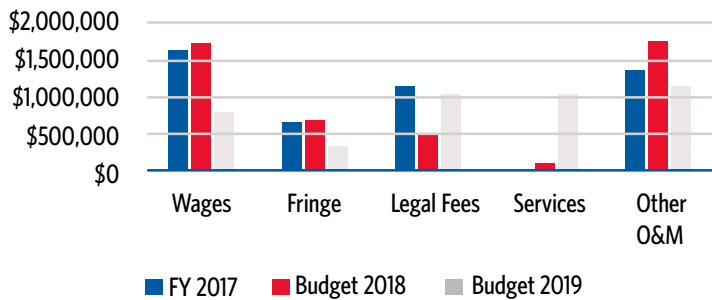
### Executive Director

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% $\Delta$ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$1,645,568	\$1,739,160	\$814,452	-53.2%
Fringe	656,963	697,020	360,114	-48.3%
Legal Fees	1,148,784	525,000	1,040,000	98.1%
Services	57,658	121,300	1,077,184	788.0%
Other O&M	1,353,703	1,757,365	1,146,240	-34.8%
<b>Total Group</b>	<b>\$4,862,676</b>	<b>\$4,839,845</b>	<b>\$4,437,990</b>	<b>-8.3%</b>
<b>FTE</b>	<b>15.5</b>	<b>16</b>	<b>9</b>	<b>-43.8%</b>

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% $\Delta$ FY18 - FY19
<b>DIVISION BUDGET</b>				
Executive Director	\$1,528,603	\$1,441,880	\$1,394,416	-3.3%
Legal Services	2,690,478	2,718,912	2,461,344	-9.5%
Civil Rights	394,410	457,621	460,086	0.5%
Corporate Support	249,185	221,432	122,144	-44.8%
<b>Total Division</b>	<b>\$4,862,676</b>	<b>\$4,839,845</b>	<b>\$4,437,990</b>	<b>-8.3%</b>

### Executive Director



## Office of Executive Director Key Initiatives

### Executive Director Position

UTA's new three-member Board of Trustees will fill the position of Executive Director during the 2019 budget year. The Board and the executive director roles takes the place of UTA's former chief executive officer position, which was eliminated under SB 136. The Board, along with the Interim Executive Director, will define the scope of duties for the executive director position, including how the role of Executive Director will interact with the Board of Trustees, the new volunteer Local Board and the UTA workforce under the new UTA structure.

### Legal Department Structure

During fiscal 2019, UTA will establish a permanent organizational structure of its legal department. This structure is expected to be in place by July 1, 2019. UTA's goal is to maintain the high level of legal services and guidance it has had in the past that has supported the agency's ability to satisfy its significant federal compliance obligations.

### Board and Agency Policies & Procedures

Due to the changes in the overall governance structure of UTA, the incoming Board of Trustees and new Executive Director must develop policies and procedures that incorporate the changes outlined in SB 136. UTA's goal is to ensure a smooth transition of Board and Agency policies and procedures.





## Office of Executive Director Key Budget Changes

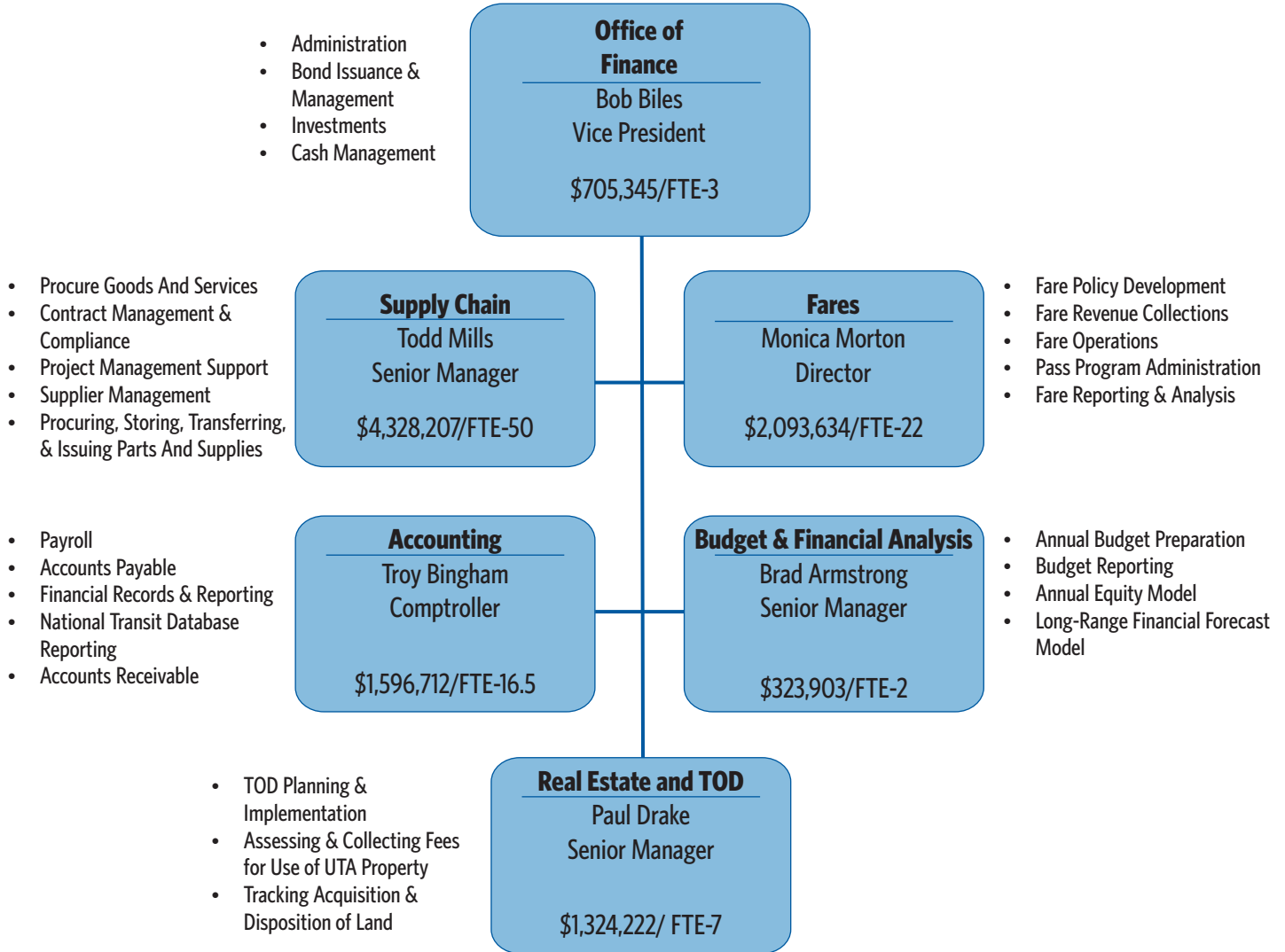
The total budget for the Office of Executive Director decreased 8.3% for 2019. Wages and fringe decreased \$1.26 million due to a seven-person reduction in headcount, where four people were permanently removed from the legal department and three administrative people were transferred to other UTA departments. These reductions were offset by additional external legal expenses and costs related to the Attorney General's Office and the Federal Monitor.



# Office of Finance

Total Funding \$10,372,023

FTE Total-100.50



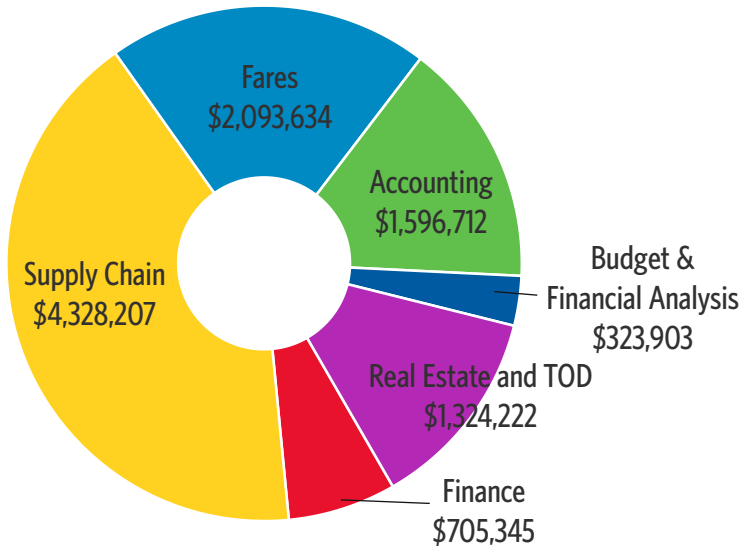
## Office of Finance

### Office of Finance

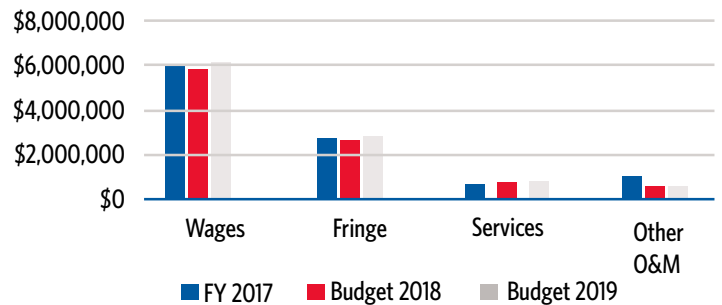
	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$ 5,936,605	\$5,857,310	\$ 6,107,162	4.3%
Fringe	2,728,198	2,662,500	2,825,400	6.1%
Services	648,090	769,138	855,520	11.2%
Other O&M	892,365	592,590	583,942	-1.5%
<i>Total Group</i>	<u>\$10,205,257</u>	<u>\$9,881,538</u>	<u>\$10,372,024</u>	<u>5.0%</u>
FTE	96.2	99.0	100.5	1.5%

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>DIVISION BUDGETS</b>				
Finance	\$ 666,523	\$ 657,352	\$ 705,345	7.3%
Supply Chain	4,488,928	4,119,941	4,328,207	5.1%
Fares	2,106,093	1,844,618	2,093,634	13.5%
Accounting	1,419,810	1,552,953	1,596,712	2.8%
Budget & Financial Analysis	289,631	316,078	323,903	2.5%
Real Estate and TOD	1,234,273	1,390,596	1,324,222	-4.8%
<i>Total Division</i>	<u>\$ 10,205,257</u>	<u>\$ 9,881,538</u>	<u>\$ 10,372,024</u>	<u>5.0%</u>



### Office of Finance



## Office of Finance

### Key Initiatives

#### **Station Area Planning**

UTA has begun a successful effort with the metropolitan planning organizations (“MPO”) and local communities to plan pedestrian-friendly, mixed-use developments around its transit stations. Some of the funding has come from MPO grants, while others have been funded as a partnership directly with the local communities. In 2019, UTA anticipates participating in up to five Station Area Plans throughout its service area. UTA’s contributions for each plan have ranged from \$15,000 to \$40,000.

#### **Transit-Oriented Development**

The Agency is participating in five transit-oriented developments (“TOD”) in Sandy, West Jordan, South Jordan, South Salt Lake, and Provo. To date, these TODs have produced over 600 residential units, nearly 400,000 square feet of office and retail, and a 192-key, full-service hotel. In 2019, construction will continue on an additional 750 residential units and 200,000 square feet of office and retail. UTA staff will continue working with local communities to make sure these new developments are well-integrated with existing neighborhoods and are consistent with the cities’ community development efforts and objectives.

#### **Sandy Civic Center Parking Garage**

In conjunction with TOD efforts at the Sandy Civic Center TRAX Station, UTA is constructing a 518-stall parking garage that will serve transit patrons and the surrounding development. The costs are to be split pro-rata with the development based on the ratio of parking stalls. UTA will be responsible for 58% of the overall costs of construction and maintenance of the garage. Funding has been identified through a \$2 million surface transportation grant and from \$3.4 million of proceeds from a land sale. As the site has been under construction for some time, the garage, along with the additional retail and restaurants, will be welcome amenities for transit patrons.

#### **Vendor Managed Inventory**

Supply Chain staff is joining with the San Diego and Portland transit agencies to develop a vendor managed inventory program which will decrease part lead times and reduce inventory requirements.

#### **Fare Policy**

The agency is continually faced with fare-related decisions. To assist with these decisions we will be working on reviewing and updating current fare policy, creating new fare policy and analyzing the impact the policy will have on fare structure. With a robust policy in place we will be establishing a long term fare strategy that will support future revenue and ridership growth.

#### **Partnership Growth**

A large portion of passenger fare revenue comes from strong UTA partnerships in the community. The partnerships provide opportunities for riders to benefit from fully or partially subsidized fares. UTA will strategize, develop and implement additional products and programs that will strengthen our partnerships.



## Office of Finance

### Key Budget Changes

During 2018, UTA implemented a reorganization that created a Fares Department within the Finance Office. The Product Development & Sales department and a position from Customer Service were transferred from the Office of External Affairs to the Fares Department. In addition, the Office of External Affairs supplied a management position to provide funding for the new position of Fares Director. Total adjustment for these changes was \$825,700.

Budget amounts for Farebox security (\$84,000), South Jordan TOD maintenance (\$36,000), and mobile ticketing vendor charges (\$96,000) were reclassified from other departments to Vice President Finance departments. Budgeted amounts for organizational development (\$75,000) that had been in the 2018 Vice President Finance budget were transferred to the Chief People Officer budget.

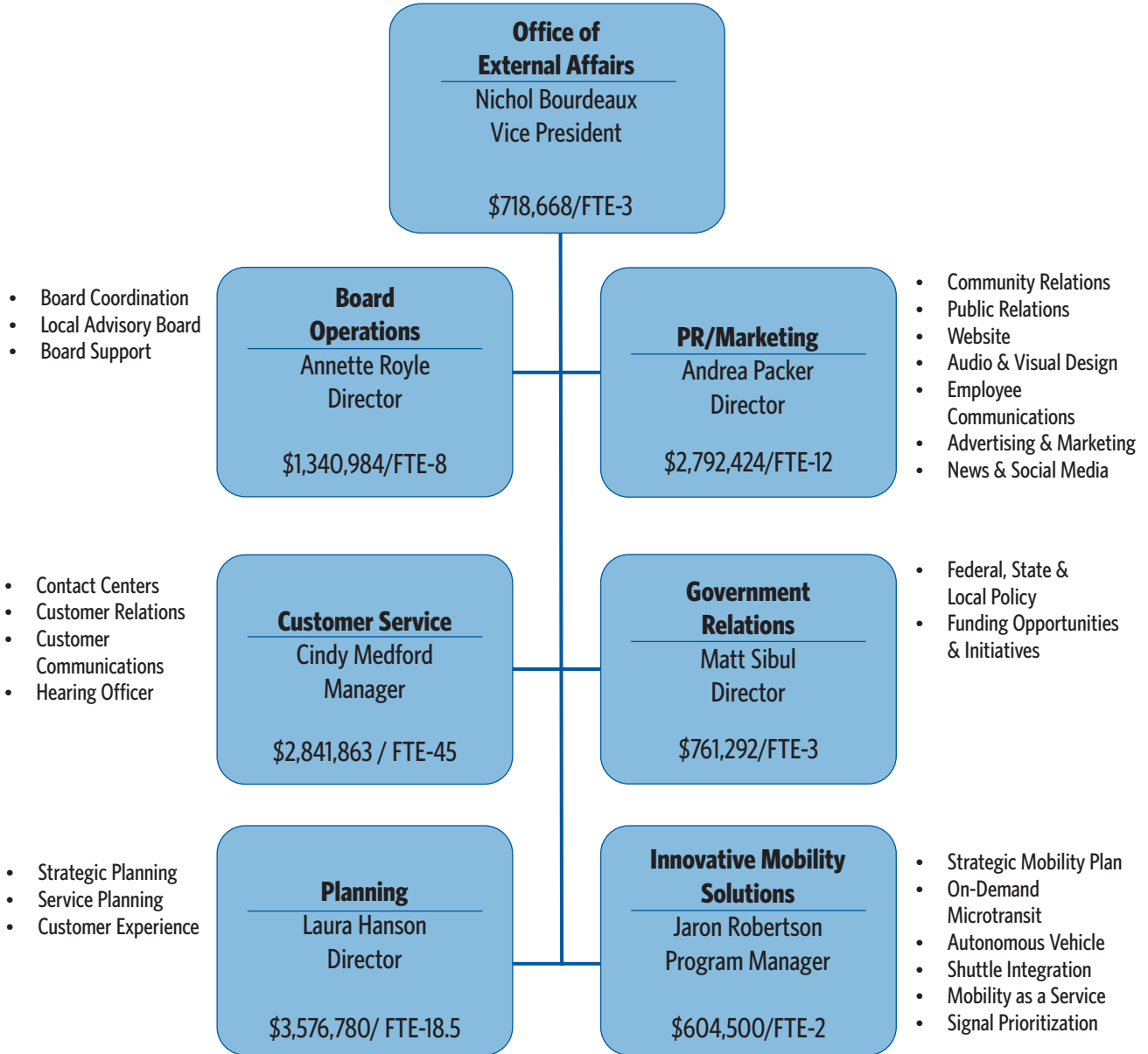
Purchase of the Tooele Bus Facility eliminates lease payments and reduced the Real Estate and TOD budget by \$116,000.



# Office of External Affairs

Total Funding \$12,636,511

FTE Total-91.5



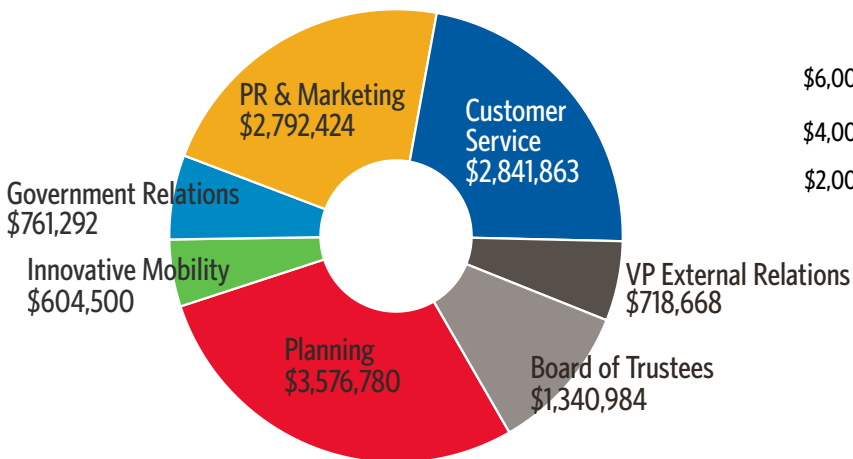
## Office of External Affairs

### Office of External Affairs

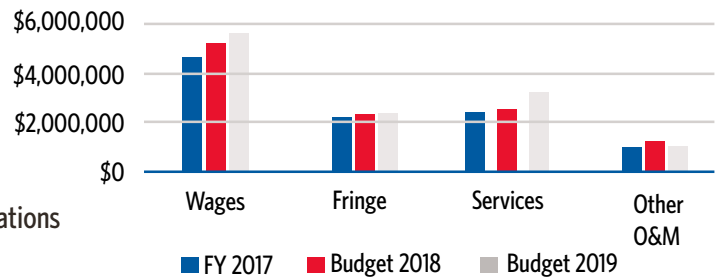
	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$4,731,384	\$5,283,205	\$5,692,784	7.8%
Fringe	2,280,351	2,405,873	2,481,684	3.2%
Services	1,510,124	2,670,536	3,297,279	23.5%
Other O&M	1,073,737	1,306,763	1,164,764	-10.9%
<i>Total Group</i>	<i>\$9,595,595</i>	<i>\$11,666,377</i>	<i>\$12,636,511</i>	<i>8.3%</i>
<i>FTE</i>	<i>83.0</i>	<i>90.5</i>	<i>91.5</i>	<i>1.1%</i>

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	
<b>DIVISION BUDGETS</b>				
Planning	\$ 2,317,684	\$ 3,089,451	\$3,576,780	15.8%
Innovative Mobility	0	736,112	604,500	-17.9%
Government Relations	769,091	718,692	761,292	5.9%
PR & Marketing	2,761,575	2,929,910	2,792,424	-4.7%
Customer Service	2,688,207	2,762,246	2,841,863	2.9%
VP External Relations	763,186	942,376	718,668	-23.7%
Board of Trustees	295,853	487,590	1,340,984	175.0%
<i>Total Division</i>	<i>\$9,595,596</i>	<i>\$11,666,377</i>	<i>\$12,636,511</i>	<i>8.3%</i>



### Office of External Affairs



## Office of External Affairs

### Key Initiatives

#### Way Finding Study

The Wayfinding study and capital improvements are carryovers from the 2018 budget. The purpose of this study is to evaluate the various existing elements of UTA's current wayfinding system, including all geographies, signage, amenities and modes of service. Using best practices derived from literature reviews, research and successful working examples, we will produce a comprehensive, unified wayfinding and signage plan for the entire UTA service area. This strategy is to include a library of wayfinding typologies which should be reflective of several factors including but not limited to mode, location (or siting), levels of activity and safety. The typologies shall also include recommended graphic and hardware amenities with order-of-magnitude costs associated with each typology. The typologies and amenities will be evaluated and presented in a prioritized order for installation

The goals this study should achieve are:

- Safety
- Reliability
- Accessibility
- Ease of Understanding

#### Core Routes

Also a carryover project from the previous year, the Core Routes Study is a collaborative effort among UTA, Wasatch Front Regional Council, Mountainland Association of Governments, Utah Department of Transportation and local governments to build public support and understanding of transit service planning and what local governments can do to support transit. UTA hopes to use this study to inform development of its Five-Year Mobility Service Plan. We will update and present a bus network to attract customers and help local jurisdictions shape their land use to be more transit supportive and sustainable. By defining a Core Route network, UTA can direct operations and capital investments to routes producing higher ridership, while signaling to local jurisdictions that they can rely on quality transit service in these corridors if they invest in the land use planning and street design to support it. Core routes also counter the public impression that the buses are all alike, and that their complexity is an inevitable feature of buses in general.

The three goals this study should achieve are:

- Identify the foundational corridors for an efficient, reliable and easily understandable bus system
- Build broad consensus around the concept of moving from a radial to a grid network pattern, and a system of high productivity Core Routes along with continuing basic local service to ensure broad cover
- Create a clear plan of action to implement a network of Core Routes as funds become available

#### Future of TRAX Study - requesting \$200,000 in both 2019 and 2020

The Future of TRAX Study will investigate how and when improved operational strategies to light rail service and infrastructure, as well as related projects identified in long-range plans, should be implemented. Our goal is to ensure the system maintains its functionality and continues to sync with regional long-range plans. This study will recommend a phased approach to implementing realistic, incremental improvements that will initially meet immediate needs and improve operational efficiencies. A mid-term phase will explore increased capacity to accommodate future growth in ridership and partial implementation of the regional plan that includes headway and routing considerations. This study will consider existing conditions, stakeholder input, future changes in land use and the benefits and costs of various scenarios. Ridership modeling results and capital costs will be provided for defined scenarios.





## Office of External Affairs

### Key Initiatives cont.

#### **Salt Lake City Buy-Up Service**

Under a proposed 20-year master agreement with Salt Lake City Corporation, UTA will work to implement the Salt Lake City Master Plan. The initial phase of the purchased service to be implemented in 2019 is focused on increasing service on three Core Routes that coincide with the Frequent Transit Network in the Salt Lake Master Plan. These routes are 200 South, 900 South and 2100 South. The overall intent of the service agreement is the shared desire to grow and improve the transit system, enable people and businesses to rely on transit, encourage permanence and stability, data drive analysis and public engagement.



## Office of External Affairs Key Budget Changes

Due to the changes in the overall Governance Structure of UTA, the current Board of Trustees Cost Center has increased from 2018, reflecting the addition of three new, full-time Board of Trustees members. This increase is partially offset by attrition and vacancies, leading to an overall headcount increase of 1.5 FTE for the 2019 budget year.

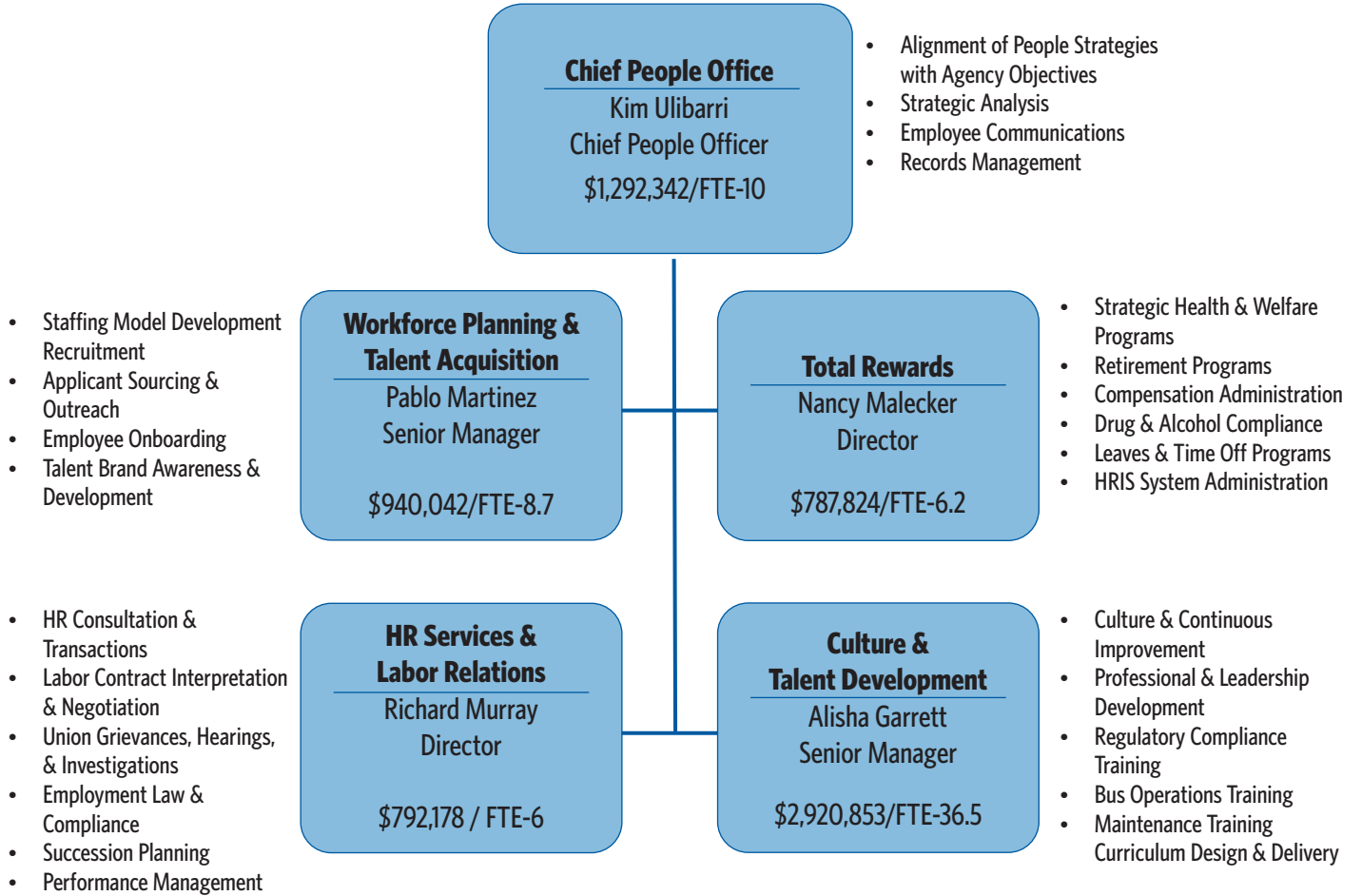
Planning Department carryover of approximately \$500,000 reflects the cost of ongoing studies from 2018, which are outlined in VPEA Key Initiatives. Additionally, the 2019 budget reflects the costs of the federally-required On Board Survey that UTA must conduct every five years. The cost of this survey has been budgeted for \$500,000 in 2019.



# Chief People Office

Total Division Funding \$6,733,239

FTE Total-67.5



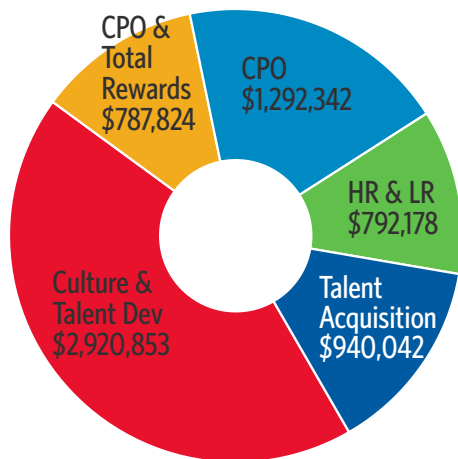
## Chief People Office

### Chief People Office

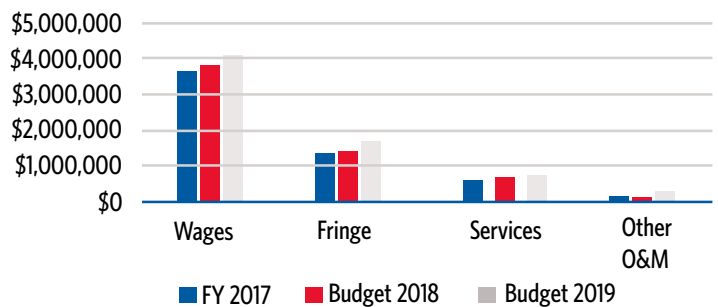
	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$ 3,625,661	\$ 3,815,136	\$ 4,119,244	8.0%
Fringe	1,316,514	1,369,831	1,660,813	21.2%
Services	569,904	662,913	718,006	8.3%
Other O&M	118,415	57,420	235,176	309.6%
<b>Total Group</b>	<b>\$5,630,494</b>	<b>\$5,905,300</b>	<b>\$6,733,239</b>	<b>14.0%</b>
<b>FTE</b>	<b>84.5</b>	<b>63.3</b>	<b>67.5</b>	<b>6.7%</b>

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>DIVISION BUDGETS</b>				
Culture & Talent Dev.	\$ 2,163,846	\$ 2,624,467	\$2,920,853	11.3%
CPO & Total Rewards	309,128	1,548,776	787,824	-49.1%
CPO	0	0	1,292,342	0.0%
HR & LR	675,668	942,356	792,178	-15.9%
Talent Acquisition	2,481,852	789,701	940,042	19.0%
<b>Total Division</b>	<b>\$5,630,494</b>	<b>\$5,905,300</b>	<b>\$6,733,239</b>	<b>14.0%</b>



### Chief People Office



## Chief People Office Key Initiatives

### Labor Contract Negotiations

UTA's union contract with Local 382 of the Amalgamated Transit Union (ATU) expires at the end of 2019. Since this is a contract renewal, the HR Services & Labor Relations plans to build on the successes of the 2016 contract, which received strong support by both Labor and Management. Staff will spend the first part of the year preparing bargaining points, identifying agency needs and opportunities with UTA leaders. Actual at the table in negotiations with the ATU will last anywhere from two to six months. The major items we take to the table will reflect our goals of responsible financial stewardship and exceptional customer service.

### Candidate Outreach Enhancement

Over the last few years the Utah unemployment rate has dropped to 3%. With such labor shortage it is difficult to find quality talent. In 2019 we will build on our already established community based approach to attract and increase diverse talent. Our team collaborates with over 200 community based organizations, including Utah's Department of Workforce Services, Refugee Center, Catholic Community Services, and various veteran support centers. Another focus during 2019 will include the implementation of a social recruiting strategy, which will entail automating our social media job distribution, showcase our employer brand to a wider audience, target specific demographics, and empower UTA employees to send out automatic job invitations to their social networks.

### Emerging Leadership Program Launch

UTA is excited to launch their first emerging leadership program (ELP) to develop future leaders at UTA. We currently have over 300 leaders with an anticipated turnover of 25% in the next 5 years due to retirements, along with anticipating future growth. It is critical UTA have employees prepared to step into leadership roles to help lead UTA in our next era of service expansion. The ELP will provide employees with both professional and leadership development skills which focus both on business acumen as well as the human side of leadership.

### People Data Analytics Refinement

One critical transition which will take place in 2019 is establishing a comprehensive dashboard of people centric metrics to help inform and drive business objectives through people strategies. Staff will transform HR technology systems and reporting by identifying critical data sources and creating meaningful reports that help drive decisions about investment in people strategies that support the accomplishment of UTA's vision and organizational priorities.

### Health Care Initiative Expansion

UTA's focus on implementing a health management strategy over the past four years will expand in 2019 with enhancements to our current Onsite Health Clinic strategy. Health care renewals have been well below trend over the past few years. The new phase of the health care initiative will focus on strategic innovations working with our new partner to help UTA to create long term plans for health care cost reductions. The new Human Capital technology platform allows employers complete transparency into health costs using claims data and the ability to compete in the market through direct contracting. This new phase of the health initiative will result in long term health risk reductions for the UTA population.

### Records Management

This department will continue to rollout phases of the agency's new enterprise records management system that went live October 1st, 2018. Continued processing of hundreds of GRAMA requests will also be included as a priority for this group.



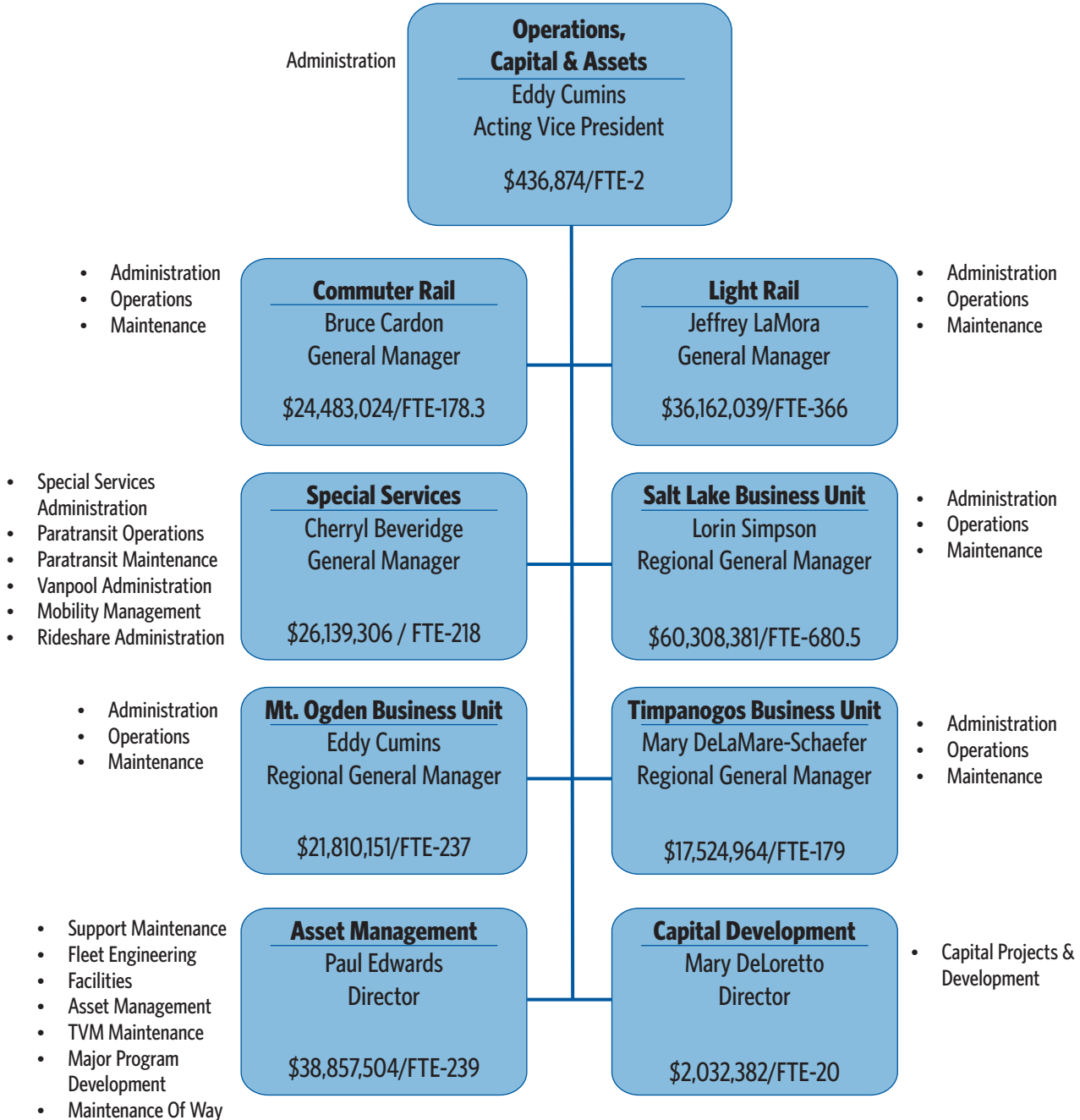
## Chief People Office Key Budget Changes

Movement of Records Management staff from Legal Division to People Office resulted in an increase in salary, wages, and small increases to other line items.



# Office of Operations, Capital & Assets

Total Funding \$227,754,625  
FTE Total-2119.8



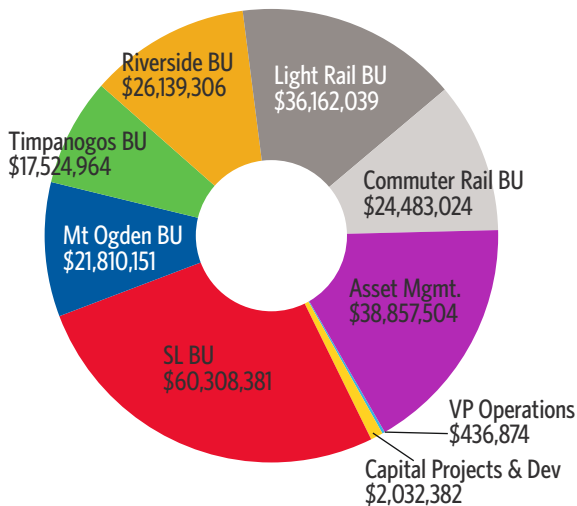
## Office of Operations, Capital & Assets

### OCA Office

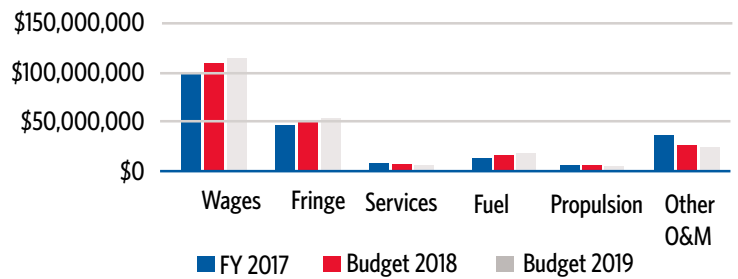
	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$ 101,375,131	\$ 109,858,775	\$ 115,061,438	4.7%
Fringe	47,136,178	51,552,434	54,522,327	5.8%
Services	8,348,193	8,562,877	6,685,420	-21.9%
Fuel	13,999,057	17,567,782	19,654,650	11.9%
Propulsion Power	5,362,813	6,318,189	5,973,068	-5.5%
Other O&M	36,179,493	26,166,677	25,857,723	-1.2%
<b>Total Group</b>	<b>\$201,391,428</b>	<b>\$220,026,734</b>	<b>\$227,754,626</b>	<b>3.5%</b>
FTE	1,931	2,127.5	2,119.8	-0.4%

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18-FY19
<b>DIVISION BUDGETS</b>				
VP Operations	\$ 108,737	\$ 451,160	\$ 436,874	-3.2%
Capital Projects & Dev.	1,932,097	1,967,475	2,032,382	3.3%
SL BU	55,289,340	58,682,974	60,308,381	2.8%
Mt Ogden BU	18,688,444	21,005,326	21,810,151	3.8%
Timpanogos BU	12,700,797	15,392,414	17,524,964	13.9%
Riverside BU	21,955,943	26,220,010	26,139,306	-0.3%
Light Rail BU	34,506,247	35,365,330	36,162,039	2.3%
Commuter Rail BU	21,894,450	22,842,410	24,483,024	7.2%
Asset Mgmt.	34,315,373	38,099,635	38,857,504	2.0%
<b>Total Division</b>	<b>\$201,391,428</b>	<b>\$220,026,734</b>	<b>\$227,754,626</b>	<b>3.5%</b>



### Vice President of OCA





## Office of Operations, Capital & Assets

### Key Initiatives

#### **Service**

The Utah Transit Authority (UTA) is a multimodal system consisting of commuter rail, light rail, streetcar, fixed route bus, flex route bus, paratransit, vanpool/rideshare services, and mobility management. UTA's family of services covers Weber, Davis, Salt Lake and Utah counties and portions of Box Elder and Tooele counties. Operations has a fleet of 537 fixed-route buses (508 active fleet / 29 contingency fleet), which include flex route, hybrid-electric, Compressed Natural Gas (CNG), ski, and over-the-road coaches, plus 133 paratransit buses and 37 flex-route buses. In addition, operations has a fleet of 448 vanpool vehicles, 117 light rail vehicles, 52 commuter rail cars and 18 locomotives. Operations serve 6,234 bus stops, 50 light rail stations, 7 streetcar stops, and 15 commuter rail stations with an annual ridership exceeding 45.1 million. Operations has a total of 1,856 employees of which 60% are operators, 21% work in maintenance, and the remaining 19% are administrative employees.

The 2019 base line budget sustains the 2018 service level with increased service in Davis, Weber, Tooele, and Utah Counties, but excludes service enhancements made possible by the Salt Lake County 4th quarter funds and the Salt Lake City Agreement. This additional revenue is listed in the tentative budget, but distribution of funds into the operating budget has not been finalized, as discussions continue with Salt Lake County and Salt Lake City.

#### **State of Good Repair**

##### **Main St/400 South - Half Grand Union Interlocking Replacement**

This state of good repair project will replace the 20-year old, aging half grand union in the intersection of 400 South and Main Street. All three light rail lines travel through this intersection. The project will include upgrading switches, signaling and communications to ensure against a potential failure and derailment on the system. The new track work will be encapsulated to prevent stray current.

##### **UDOT I-15 Widening/7200 South Bridge Replacement**

This project is required as part of the UDOT program to widen 7200 South to three lanes in each direction. It replaces the west bridge that UDOT owns to allow for the roadway expansion. UDOT is reimbursing UTA for all costs.

#### **Revenue Service Vehicles**

In 2019 ,the revenue vehicle purchases consist of 10 expansion fixed route buses, 30 paratransit/flex vehicles and 30 Rideshare vans depending on van size/configurations required at the time of ordering. Funding for revenue vehicles is met through a leasing plan, with the exception of the expansion buses being funded in an agreement with Salt Lake City. In addition, \$1 million is budgeted for bus engine and transmission replacement.

#### **Other State of Good Repair Projects**

\$15.3 million will go toward the updating, repairing, and replacing of UTA infrastructure, including: \$5.3 million for the light rail vehicle overhaul program, \$3.9 million for locomotive engine rebuilds, \$1.7 million to replace traction power substation (TPSS) components for light rail. Twelve other state of good repair projects are estimated to cost \$4.4 million.



## Office of Operations, Capital & Assets

### Key Initiatives cont.

#### Capital Projects

##### Airport Station TRAX Relocation

Salt Lake City International Airport is undergoing an almost \$3 billion renovation, including the relocation of its terminal building. In order to provide front door light rail service to the new terminal building, UTA will be required to relocate a portion of its light rail track as well as the Airport TRAX station at an estimated cost of \$22.9 million. Proceeds from the 2018 bond issue will be used to pay for this improvement. Materials procurement will occur in 2019 and construction in 2020 through 2021.

##### Depot District Clean Fuels Technology Center

This project will replace the existing aging and undersized Central bus facility, housing up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. This will allow for the growth of bus service to 5,000 additional daily riders by the year 2050. The initial phase of the project constructed the CNG Fuel & Fare Collection building on the site. 2019 activities will include building demolition, structural stabilization of the roof of the old locomotive building that will be repurposed for the bus maintenance shop, construction of the wash building, addition of the diesel fueling system, and site canopies and full site work. Construction activities in 2010 through 2021 will include the final construction of the maintenance building and operations building, as well as solarization and micro grid power system.

##### UVU Pedestrian Bridge

Construction of this 1000' long pedestrian bridge should begin in late 2018 or early 2019 and be completed by late 2019 or early 2020. The west end of the bridge is located in the southeast corner of the Orem Intermodal center. The east end is located on the UVU campus. This is a UDOT project. The total project cost is approximately \$16 million. UTA agreed to participate by contributing \$4 million for bridge construction. This will be paid in 2 installments – one in 2019 and one in 2020.

##### Ogden/Weber State University BRT Design

UTA recently entered into Project Development for the Ogden/Weber State University BRT. This is the first step to obtain funding from the FTA's Small Starts Grant program. In 2019, UTA will obtain a consultant to complete final design for the project. Construction would begin in late 2020 or 2021.

##### South Davis BRT

UTA completed the Davis-SLC Community Connector Study in August 2014. The outcome of the study was a Locally Preferred Alternative consisting of a BRT line from Salt Lake City to the Woods Cross Frontrunner Station. In the 2017, project partners and UTA received a legislative earmark of \$1.2M to advance the South Davis BRT. This funding will be used to complete environmental and preliminary design work in 2019.

##### Tooele Bus Facility

Since 2009 UTA has been leasing a warehouse in the Tooele Army Depot to store commuter buses which run between Salt Lake City and Tooele County as well as Tooele County flex-route buses. To reduce ongoing operating costs, UTA is purchasing the facility. UTA was awarded a grant from the Federal Transit Administration's 5339(b) Bus and Bus Facilities Discretionary Program, administered through UDOT, at just over \$1.4 million. This grant along with UTA's local match will also cover upgrades to the building.



## Office of Operations, Capital & Assets

### Key Budget Changes

Services primarily consist of contracted support services used by OCA business units. For budget year 2019, contracted services were reduced by 21.9% primarily due to the completion of the Provo-Orem BRT.

Fuel costs are budgeted 11.9% higher in 2019 compared with 2018 to reflect the increase in diesel fuel from \$2.20 per gallon to \$2.50 per gallon.

The Timpanogas business unit budget in 2019 increased 13.9% over 2018 to reflect the first full service year of the Provo-Orem BRT line. The BRT line, called UVX, opened in August 2018.

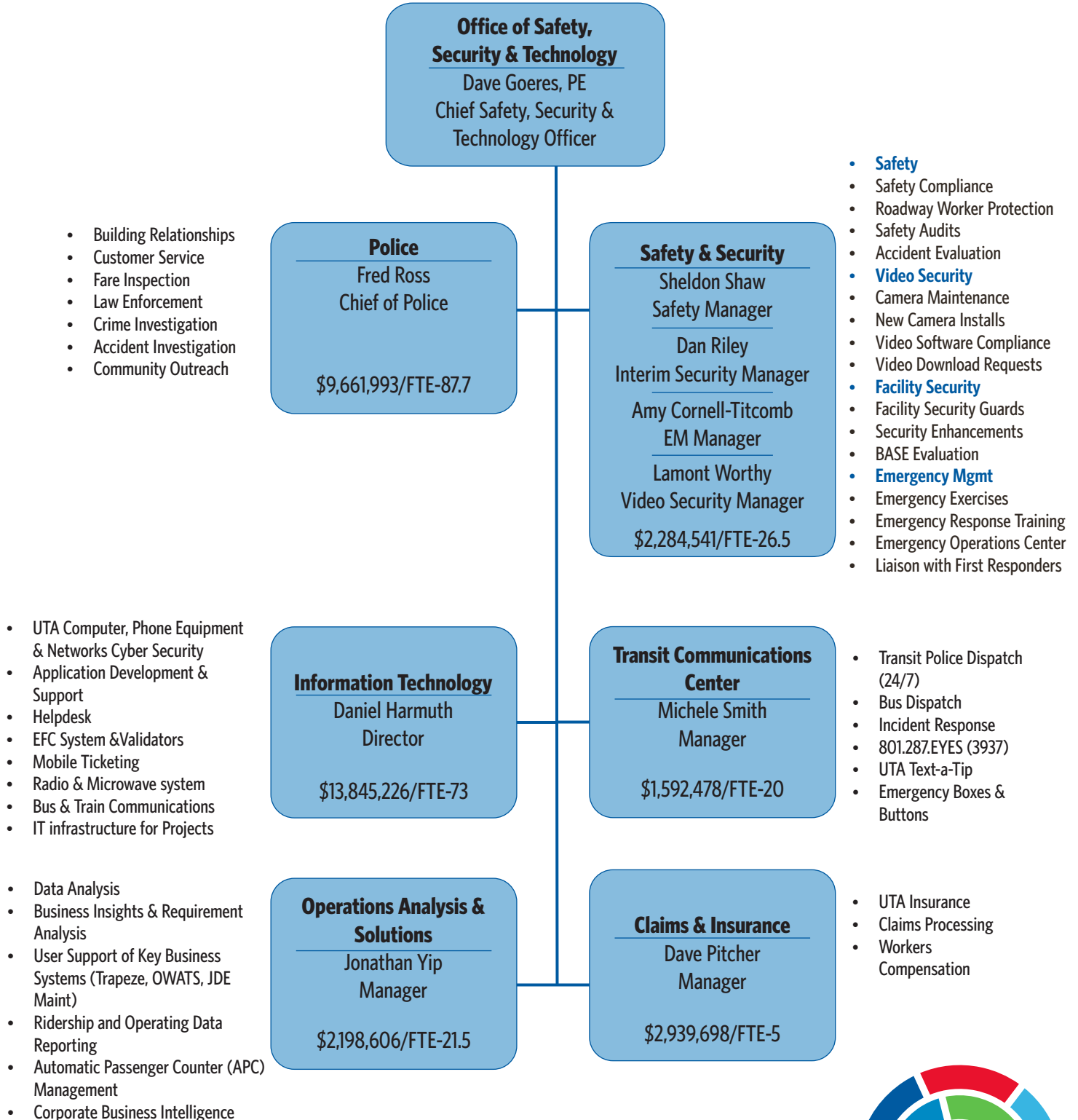
Commuter Rail business unit costs increased 7.2% in 2019 due to plans to add a tenth FrontRunner train to the schedule to support UTA's compliance with Positive Train Control. (PTC).



# Office of Safety, Security & Technology

Total Funding \$32,522,542

FTE Total-233.7



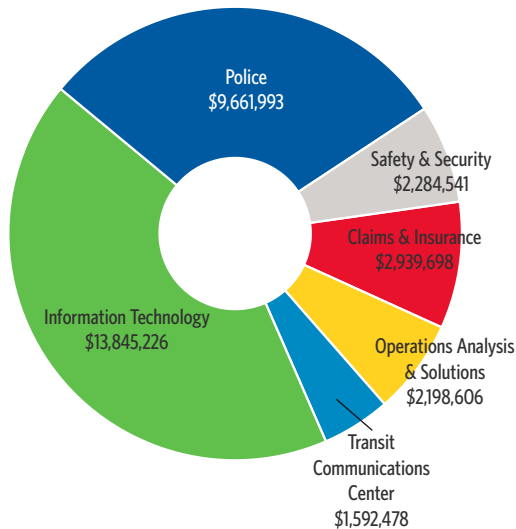
## Office of Safety, Security & Technology

### Office of Safety, Security & Technology

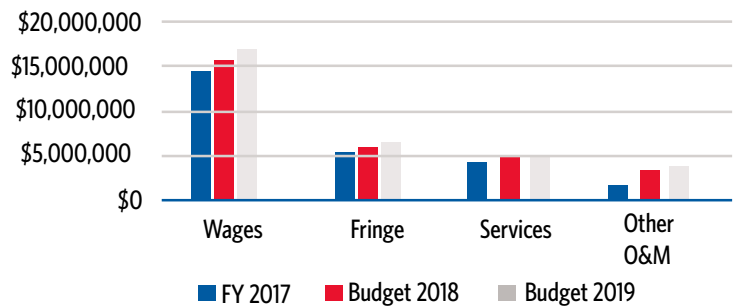
	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$14,528,654	\$15,863,972	\$ 17,122,998	7.9%
Fringe	5,469,114	5,992,200	6,551,092	9.3%
Services	4,478,763	5,011,501	4,895,488	-2.3%
Other O&M	1,711,489	3,487,737	3,952,964	13.3%
<b>Total Group</b>	<b>\$26,188,020</b>	<b>\$30,355,410</b>	<b>\$32,522,542</b>	<b>7.1%</b>
<b>FTE</b>	<b>210.6</b>	<b>227.5</b>	<b>233.7</b>	<b>2.7%</b>

### Department Overview

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>DIVISION BUDGETS</b>				
Safety & Security	\$ 2,103,770	\$ 2,180,119	\$ 2,284,541	4.8%
Police	7,023,321	8,417,404	9,661,993	14.8%
Information Technology	12,016,314	13,408,766	13,845,226	3.3%
Transit Communications Center	1,463,666	1,499,517	1,592,478	6.2%
Operations Analysis & Solutions	2,318,244	2,113,446	2,198,606	4.0%
Claims & Insurance	1,262,705	2,736,158	2,939,698	2.3%
<b>Total Division</b>	<b>\$ 26,188,020</b>	<b>\$ 30,355,410</b>	<b>\$ 32,522,542</b>	<b>7.1%</b>



### CSST Group



# Office of Safety, Security & Technology

## Key Initiatives

### Department Functions

The Safety, Security and Technology (SST) Office consists of the following departments: Safety, Security-Facility and Video, Emergency Management, Police, Transit Communications Center (TCC), Operational Analysis & Solutions (OAS), Information Technology (IT) and Claims & Insurance. The office works to provide operational support to our employees and the business units to ensure safety and security of the UTA system, while enhancing the customers' experience. We continually strive to improve all the technology aspects of our system for our customers and employees. The following focused initiatives highlight some of the interesting improvements and enhancements ahead.

### Positive Safety Culture

UTA utilizes a Safety Management System (SMS) to prevent accidents, to reduce risk of injury and minimize damage to property and equipment. We will work proactively towards identifying and reducing the existence of hazards and risks in the workplace and in our system. As SMS is a leadership driven effort, we require that UTA Trustees and the Executive Director ensure resources are available and that we emphasize safety first. After having received the 3rd State Safety Oversight certification by the Federal Transit Authority (FTA), we will continue to be a "best-practice" agency, and fully implement the new Part 674 FTA Safety requirements. UTA addresses hazards with the 4+E's (Eliminate, Engineer, Educate, Enforce+Encourage) focus.

### Move Electronic (IT / OAS)

With the full upcoming implementation of Laserfische records management system and the associated digital signature, DocuSign software, we will focus on transitioning many of our manual, paper-driven processes to electronic measures with better workflows and tracking. In addition to automating administrative functions, we will collaborate with vehicle maintenance staff to standardize and automate processes using the J D Edwards and DSI software platforms.

### Improve Information Security Program (IT)

From the analysis and research conducted in 2018, we will improve the UTA information security policies, program documentation and incident response plans. We will evaluate the improved systems with tabletop incident exercises and penetration testing. Several actions to be completed include laptop hard-drive encryption, smartphone Mobile Device Management roll-out, and complete the 2-factor authentication implementation.

### Increase Access to Business Information Insights (Operations Analysis and Solutions)

We will improve access to information for decision-making by leveraging our existing data warehouse application Information Builder to improve portals, minimize clicks, and automate reports which will further enable UTA's data-driven culture. We will also continue to uncover interesting business insights that will positively impact UTA through untapped data sources.

### Develop Future Technology Strategy (IT)

Current hardware and software, that has served UTA well for the past decade, is rapidly approaching end-of-life usefulness. We will research, assess and recommend potential ways-forward by evaluating in-house development, wholesale system replacement with commercial off the shelf (COTS) solutions, and software-as-a-service (SaaS) third party systems. Critical programs we will evaluate include the Mobile Data Computer (MDC), Computer Aided Dispatching (CAD) and Automated Vehicle Locator (CAD/AVL) systems on all vehicles. Additionally, the current iDEN radio system on vehicles is nearing end-of-life. Options to evaluate include Radio over IP (RoIP) and to join the Utah Communications Authority (UCA), which is planning a radio system replacement in the near future.

Enhance Training (Safety / Emergency Mgmt / Police)



## Office of Safety, Security & Technology

### Key Initiatives cont.

Safety department will develop, emphasize and conduct safety training to include : in-house OSHA course to address health safety requirements for employees; updated Roadway Worker Protection (RWP) class to include the required hands-on portion; and continue our pro-active outreach to employees, customers and stakeholders. We will enhance training for suspicious package, integrated command structure (ICS), CPR/AED, security incident response while continuing regular emergency operations center exercises. This training will empower our workforce to use current and improved tools and resources to respond to varying hazards and threats that we identified in completing the Threat Hazard Identification and Risk Assessment (THIRA). Our police will develop the UTA Employee Police Introduction Academy to educate employees and stakeholders on the role and services of our police.

#### **Establish Claims and Insurance Coordination**

Claims and Insurance will be working with the Attorney's General office to establish and strengthen relationships with their litigation team. We will be working towards incorporating and enhancing a litigation approach that will discourage meritless, nuisance value claims and allow the claims staff to focus on prompt handling of legitimate losses. We will also be replacing our long-serving Workers Compensation Administrator, and utilize this opportunity to restructure our department to increase efficiency and better utilize the strengths of our staff.

#### **Advance Security and BASE**

The UTA security department will continue to enhance the Authority's overall security posture and environment through coverage, training and projects. With a fully staffed security department, our goal for 2019 is to provide full coverage of critical sites as determined by assets location and crime statistics collected by the FBI and the UTA Police department. We will update our security SOPs, access control procedures and continue to teach vigilance to our employees. Our security projects include installing new fencing, gates, new access-control readers, improved duress alarm system and adding cameras at prioritized locations. We will address our security program's minor deficiencies identified during the 2018 Department of Homeland Security (DHS) Baseline Assessment and Security Enhancement review to improve our 90% compliance rating by mid-2019.

#### **Community collaboration (Police / Emergency Mgmt / TCC)**

UTA police will enhance collaboration with Orem, Provo and other Utah County law enforcement and first responder agencies during the first full year of Utah Valley Express (UVX) operations. Emergency Management staff will work with Davis County emergency management, hospitals, health departments, and first responders to plan, develop, and execute a FrontRunner exercise. Transit Control Center will equip a mobile trailer to serve as an on-scene communications support at special events and major incidents. TCC will also establish and fill Lead Dispatcher positions to improve supervisory support throughout the 24/7/365 schedule.



## Office of Safety, Security & Technology

### Key Budget Changes

Software and hardware costs are traditionally drivers of budget increases. This year through some software cancelations and consolidations, IT reduced the cost of software, even with annual maintenance cost increases. This effort, along with increased scrutiny of new software purchases, will continue to pay dividends to the budget. The savings in software costs allowed us to add two additional developers to improve support for existing applications and software.

Police budget saw the highest increase in budget because of increased staff, fringe deficits, fuel increases and removal of grant offsets. New UTA police officers for Utah County were in the headcount in 2018, but not fully funded. The 2019 budget includes the first full year of police coverage for the Utah Valley Express operations. The increase in gasoline costs and increased number of police vehicles impacted the fuel budget. In previous years, police training costs were offset to a federal grant. UTA decided to use that grant on preventive maintenance efforts. This showed some savings in the maintenance budget, but the corresponding increase is reflected in the police budget.

The 2019 budget also include one additional dispatcher to support UTA Police as they expand into Utah County. UTA Police now operate out of three police hubs - Ogden Intermodal Center, UTA Police Headquarters and the Provo Intermodal Center. TCC manages and dispatches for these hubs in Weber, Salt Lake and Utah Counties.





## Office of Internal Audit

Total Funding  
FTE Total-3

- Internal Audit
- Ethics
- Financial Disclosures
- Investigations

### **Chief Internal Auditor**

Riana de Villiers  
Chief Auditor

\$454,902/FTE-3

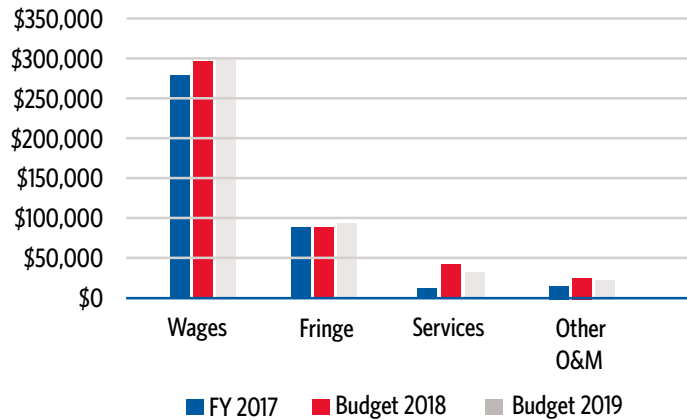


## Office of Internal Audit

### Office of Internal Audit

	FY 2017 Actual	FY 2018 Budget	FY 2019 Budget	% Δ FY18 - FY19
<b>GROUP BUDGET</b>				
Wages	\$280,128	\$ 297,180	\$302,244	1.7%
Fringe	90,246	90,960	94,368	3.7%
Services	11,883	45,000	34,500	-23.3%
Other O&M	14,755	26,600	23,790	-10.6%
<i>Total Department</i>	\$397,012	\$459,740	\$454,902	1.1%
<i>FTE</i>	3	3	3	0.0%

### Office of Internal Audit



## Office of Internal Audit Key Initiatives

The Internal Audit Department will execute the 2019 internal audit plan, once it has been defined and approved by the Board of Trustees. The audit plan will be based on the most significant risks identified by executive management for an organization of over 2,000 employees.

The Chief Internal Auditor is also the Ethics Officer for UTA. Due to this role, the Department is responsible for performing ethics investigations whenever a potential ethics issue is reported. An ethics campaign will be rolled out in November 2018 to create more awareness regarding the importance of this topic.

Internal audit is creating the combined assurance framework, which identifies the key internal and external assurance providers to assess assurance coverage and identify potential cost savings where assurance activities may be duplicated.

The Department supports the risk management project that was initiated with the ultimate objective of introducing a more robust risk management process in UTA.

Internal Audit receives a periodic peer review every three to five years as required by the IIA standards, and the standards of audit practice identified in the UTA Internal Audit Charter. The last peer review for Internal Audit was in 2014 as part of the overall UTA performance audit, which was performed by the office of the Legislative Auditor General.

The Department, in conjunction with Legal, reviews annual financial disclosures completed by Board members and designated employees for potential conflicts of interest.

## Office of Internal Audit Key Budget Changes

For 2019, outsourced services will be reduced due to the cancellation of a data analytics contract. The work under this contract has been transferred in-house, where UTA will use existing internal resources for its analytics work. The remaining part of the contract services budget is for a peer review that will be conducted in 2019 and limited consultant work



**RESOLUTION OF THE BOARD OF TRUSTEES OF UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF STAKEHOLDER  
AGREEMENTS FOR FIRST/LAST MILE CONNECTION  
PROGRAM OF PROJECTS**

R2018-10-04

October 25, 2018

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, for the past several years, the Authority has been working with cities, counties and other public stakeholders (the “Stakeholders”) on a jointly planned program of capital projects that will facilitate access and improve connections to the Authority’s public transit system (collectively the “Projects”); and

WHEREAS, the Authority has obtained: (i) a grant of federal assistance (the “TIGER Grant”) for these Projects; and (ii) local match commitments from the Stakeholders for certain Stakeholder-sponsored Projects; and

WHEREAS, the local match commitments provided by Stakeholders for Stakeholder-sponsored Projects have been memorialized (or will be memorialized) in TIGER Grant Stakeholder agreements, project supplements issued pursuant to such agreements, and related local funding agreements (collectively the “Stakeholder Agreements”); and

WHEREAS, the Stakeholder Agreements identify a budget for each Project, and/or provide the terms, conditions and timelines pursuant to which the Stakeholders or other third parties will provide the local match commitments; and

WHEREAS, the Authority has previously executed approximately 20 Stakeholder Agreements; and

WHEREAS, there are approximately five Stakeholder Agreements that are still being negotiated by the Authority and the applicable Stakeholders (or third parties providing funding on behalf of a Stakeholder); and

WHEREAS, these remaining Stakeholder Agreements will need to be executed in the next several weeks to meet the Authority’s contractual commitments to the Stakeholders; and

WHEREAS, the Authority's role with respect to each Stakeholder-sponsored Projects is to manage the design and construction of such Project utilizing the federal funds apportioned to such Project under the TIGER Grant and the local funding provided for or on behalf of the applicable Stakeholder; and

WHEREAS, the Authority's Board of Trustees (the "Board") desires to provide the Executive Director with authority to approve the remaining Stakeholder Agreements consistent with the TIGER Grant; and

WHEREAS, this Resolution is issued pursuant to the Board's authority to establish a separate approval process for contracts, expenses and change orders for major capital projects.

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

1. That the Executive Director and/or his designees are authorized to execute any remaining Stakeholder Agreements that are reasonable and necessary to proceed with the Projects in accordance with the terms and conditions of the TIGER Grant.
2. That the Authority's financial commitment with respect to any Stakeholder Agreement executed pursuant to this authorization shall be limited to the amount of federal funds allocated to the corresponding Project(s) under the TIGER Grant.
3. That the Executive Director shall be responsible for ensuring the Stakeholder Agreements provide for sufficient local funding to match the federal funds provided under the Authority's TIGER Grant.
4. That the corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25th day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY DESIGNATING AUTHORIZED USERS FOR ITS UTAH PUBLIC  
TREASURERS' INVESTMENT FUND ACCOUNTS**

R2018-10-05

October 25, 2018

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 Utah Public Treasurer's Investment Fund ("PTIF") is available to state and local government entities, including special service districts, to provide a short-term cash investment vehicle; and

WHEREAS, PTIF invests only in securities authorized by the Utah Money Management Act, including investment-grade corporate notes, top tier commercial paper, money market mutual funds, and U.S. government agency obligations; and

WHEREAS, the Authority currently maintains accounts with PTIF because they provide the Authority with a means to safely invest funds at a competitive interest rate while maintaining a high degree of liquidity; and

WHEREAS, the Authority is required to designate PTIF users to access funds, to direct transactions, to add, delete or make changes to bank accounts tied to PTIF accounts, to open or close accounts, and to execute any necessary forms in connection with such changes on behalf of the Authority; and

WHEREAS, the Authority requires the approval of two designated users prior to accessing funds, directing transactions, adding, deleting, or making changes to bank accounts tied to PTIF accounts, opening or closing accounts, and executing any necessary forms in connection with such changes to PTIF accounts; and

WHEREAS, the Authority desires to designate Robert K. Biles, Vice President of Finance; Troy Bingham, Comptroller; and Bryan Steele, Assistant Comptroller, as authorized users on its PTIF accounts.

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

1. That Robert K. Biles, Troy Bingham, and Bryan Steele are hereby designated as PTIF users.



2. That Robert K. Biles is directed to execute the Public Entity Resolution in substantially the same form as the exhibit to this Resolution and file it with the Office of the State Treasurer.
3. That this resolution shall remain in full force and effect until written revocation is delivered by the Authority to the Office of the State Treasurer.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A



1. Certification of Authorized Individuals

I, Robert K. Biles (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Utah Transit Authority (Name of Legal Entity). Please list at least two individuals.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Robert K. Biles (Vice President Finance), Troy Bingham (Comptroller), and Bryan Steele (Assistant Comptroller).

The authority of the named individuals to act on behalf of Utah Transit Authority (Name of Legal Entity) shall remain in full force and effect until written revocation from Utah Transit Authority (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Secretary (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 25th day of October, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row: Robert K. Biles, Secretary.

STATE OF UTAH )
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this 25th day of October, 2018, by Robert K. Biles (Name), as Secretary (Title) of Utah Transit Authority (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature \_\_\_\_\_

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH  
CAREATC TO PROVIDE MEDICAL SERVICES AT  
ON-SITE MEDICAL CLINICS**

R2018-10-06

October 25, 2018

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’s Board of Trustees (“Board”) passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority (“Resolution”); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 or more after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the Authority provides two on-site medical clinics for its employees and their insured dependents in order to make health care readily accessible and to manage the health care costs of the Authority; and

WHEREAS, the Authority issued a procurement to select a vendor to provide medical services to its employees and their insured dependents at its on-site medical clinics;

WHEREAS, CareATC was the bidder selected to provide medical services to employees and their insured dependents at the Authority’s on-site medical clinics; and

WHEREAS, the Clinic Services Agreement (attached as Exhibit A) to provide medical services at the Authority’s on-site medical clinics has a value of \$7,000,000 over a period of five years and has been reviewed and recommended for approval by the Board’s Finance and Audit Committee; and

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

1. That the Board hereby approves the Clinic Services Agreement with CareATC to provide medical services at the Authority’s on-site medical clinics.

2. The Board authorizes the Executive Director and his designee(s) to enter into the Clinic Services Agreement in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with CareATC.
4. That the corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A



## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 10/25/2018

**Action Requested:** Motion to forward the contract to the Board for approval

**Criteria:** Contract is > \$1,000,000

**Contract #:** 18-2789TP

Onsite Wellness Clinic

**Contract Title:**

**Project Manager:** Nancy Malecker/Jacob Gomez

**Contract Administrator:** Teresa Pickett

**Impacted Areas:** Employee Medical

**Included in budget?** Yes

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

**Contractor:** CareATC

**Sole-Source Reason:** n/a

**Total Contract Value** \$ 7,000,000

**Contract start date:** 1/1/2019

**Contract end date:** 1/1/2022

**Number of responding firms:** 6

**Next Lowest Bidder:** \$ 7,538,693

### **Detailed Description & Purpose:**

UTA currently has 2 onsite clinics managed by CareHere. UTA conducted a best-value RFP and reviewed the proposals of six bidders. CareATC was selected as the best-value contractor to take our onsite clinic to the next level. The implementation of the clinic has reduced health risks among the insured population and kept health care renewals well below trend. 82% of administrative employees and 55% of bargaining employees are now actively managing their health risk through programs offered such a diabetes management.

CareATC's innovative Human Capital technology platform allows employers complete transparency into health costs using claims data and the ability to compete in the market through direct contracting.

The new phase of the health care initiative will focus on strategic innovations working with our new partner CareATC to help UTA to create long term plans for health care cost reductions.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

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

Other attachments? (list)



# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
 Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

- 1) Contract/P.O. No. **18-2789TP** (Assigned by Purchasing) Contract Administrator: **Teressa Pickett**  
 Project Manager: **Nancy Malecker**
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Other \_\_\_\_\_  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_
- 4) Contract Title **Onsite Wellness Clinic**
- 5) Description / Purpose (of contract or project) **2 onsite clinics making health care readily accessible to employees and their families.**
- 6) Contractor Name **CareATC**
- 7) Effective Dates Beginning: **01/01/19** Ending: **01/01/22**
- 8) Option to renew?  Yes  No Renewal terms **This will be a 3 year contract with 2 one year renewals.**

## FINANCIAL SECTION

- 9) Total Board Approval Amount:
- |   |                 |
|---|-----------------|
| 9a) Current Contract Value:                       | \$ 7,000,000.00 |
| 9b) Amendment Amount:                             |                 |
| 9d) New Contract Value (including all amendments) | \$ 7,000,000.00 |
- 9e) Is the amount an estimate?  Yes  No  
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? **Costs are dependent on the number of employees using the clinic.**
- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code **1.20394** Capital Project Code **N/A**
- 12) Budgeted?  Yes  No Budget amount: **\$ 7,000,000.00** for 5 years
- 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? **N/A**  Yes  No

## SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes		<u>Lisa Bohman</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Nancy Malecker</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Kimberly S. Ulibari</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

## UTA Employee Health & Wellness Center

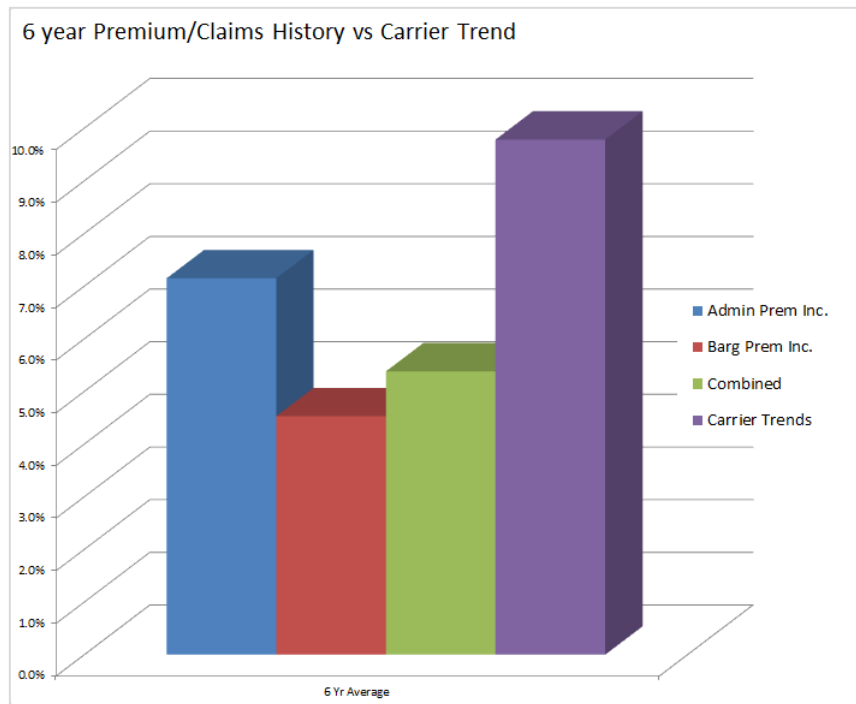
**Strategy-** UTA implemented a strategic approach to managing health care costs in 2012. This approach focused on cost reduction and the proactive management of health risks among the insured population and included the following:

- On-site Health and Wellness Center – redesign of UTA’s PACE program
- Premiums differentials
- Tobacco fee workplace
- Data analytics

Managing health risks of UTA’s insured population has been critical to reducing health care costs while directly impacting employee productivity.

Example of actual recent UTA claims costs	
<i>Diagnosis: Hyperlipidemia</i>	<i>Average Per-Person-Per-Month Claims Cost</i>
Not Engaged/Health Center	\$1,014
Engaged/Health Center	\$ 537
Engaged/Completed Disease Protocol	\$ 262

Implementation of programs to engage employees to manage their health risks has allowed UTA to keep health care renewals well below trend over the last six years.



**Next Steps-** Through innovations, predictive modeling and more robust data analytics, UTA is setting new strategic goals to impact health costs and keep employees and their families healthy.

**Request for Proposals-** In July UTA requested proposals to compare clinic providers and new innovations which are critical to help UTA with new strategies going forward. CareATC was chosen for its cutting edge innovations and advanced technology such as:

- *Human capital technology platform* allows employers complete transparency into health costs using claims data and the ability to compete in the market
- Data is immediately available to clinicians with each patient visit
- *E-specialist consults* allows the clinician to consult with a specialist at no cost to UTA
- *24/7 Telemed* to remote locations
- *Population management outreach* keeps patient on track and with an emphasis on risk markers and disease prevention

With the innovations available through CareATC, they will have the ability to identify and manage UTA’s population more effectively; and through their Care Outreach program will provide support and outreach to those who are not currently managing their health risks.



18-2789 TP

### CLINIC SERVICE AGREEMENT

THIS CLINIC SERVICE AGREEMENT ("Agreement") is made and entered into as of the 4<sup>th</sup> day of October, 2018, but effective as of January 1, 2019 ("Effective Date") by and between CareATC, Inc., an Oklahoma corporation ("CATC") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("Client"), in its capacity as Plan Administrator of Client's Plan. Together CATC and Client may be referred to as the "Parties."

WHEREFORE, CATC is a vendor that provides Covered Services as that term is defined in Exhibit A through its private medical clinics to employers for the benefit of employees and other eligible participants (collectively, "Clinic Eligible Participants"). CATC has proprietary processes and services that reduce plan healthcare costs and improves overall health of its patients.

WHEREFORE, Client is an employer that would like to offer its employees access to a private medical clinic to obtain certain Covered Services and to reduce plan healthcare costs and to improve overall health of its employees. Client acknowledges that the success and effectiveness of the Covered Services offered by CATC is greatly dependent upon the support and assistance Client provides regarding educating and participation of Client's workforce, allowing sufficient clinic hours of operations and providing suitable premises for a clinic.

WHEREFORE, "Plan Administrator" is an individual(s) that oversees the operation of Client's employee benefit plans (the "Plan"). Under HIPAA, the Plan is a separate entity, distinct from Client. Plan Administrator determines questions of eligibility for the Plan and interprets the terms of the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, Client and CATC hereby agree as follows:

1. **Scope of Work**
  - a. CATC shall perform the services designated on Exhibit A. The services designated are collectively referred to throughout this Agreement as "Covered Services". The Covered Services will be provided at the location(s) listed on Exhibit A (collectively the "Clinic"). The Clinic may be staffed with any or all of the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants or other medical support staff (collectively, "Health Professionals").
  - b. The Clinic will be available to those Clinic Eligible Participants that are designated as eligible to have access to the Clinic by Plan Administrator and/or Client and who are communicated to CATC as being eligible by Plan Administrator and/or Client. Clinic Eligible Participants will not be required to use the Clinic or any service provided by CATC; provided, however, Client may use increased medical insurance contributions, co-pays and other incentives, as it sees fit, to encourage the Clinic Eligible Participants' use of the Covered Services.
  - c. CATC may furnish temporary Health Professional to perform Covered Services when the permanent Health Professional is unavailable. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to Client.
  - d. The Clinic and Health Professionals who staff the Clinic are Covered Entities for purposes of HIPAA. Consequently, Protected Health Information ("PHI") pertaining to the Clinic Eligible Participants may be released by the Clinic to Plan Administrator or other entity as directed by the Plan Administrator if allowed under HIPAA for purposes of treatment, payment or healthcare operations.
  - e. The Parties may not expand the scope of work in accordance with this Agreement as reflected on Exhibit A unless both Parties have agreed to the change in writing.
  - f. CATC may enter into agreements to share Client's Clinics with other employers with Client's prior written consent.

2. **Fees**

Client agrees to pay CATC in accordance with the fee schedule described in Exhibit B to this Agreement. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), Client will pay such tax or fee in addition to the other fees described in this Agreement.

CATC will collect fees directly from Clinic Eligible Participants who are participants under Client's high deductible health plan for Covered Services other than those classified as "preventive" care, pursuant to a fee schedule for the Covered Services provided to CATC by Client. All such collected fees shall be offset against amounts invoiced to Client by CATC pursuant to the fee schedule in Exhibit B to this Agreement.

3. **Rate Guarantee**

The Fees set forth in Exhibit B shall remain in effect for the initial term of this Agreement

4. **Term and Termination**

The term of this Agreement is three (3) years from the Effective Date ("Initial Term"). This Agreement will automatically renew for two terms of one (1) year beginning after the expiration of the Initial Term.

Either Party may terminate this Agreement without cause after the Initial Term or any subsequent renewal term by providing the other party with written notice of their intent not to renew the Agreement at least ninety (90) days prior to current Expiration Date.

In the event this Agreement is terminated, CATC agrees to transfer to a new vendor, the electronic medical records for each eligible plan participant.



## 5. Breach and Remedies

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the non-breaching Party must provide an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30) day period, the non-breaching Party may terminate this Agreement for cause, upon thirty (30) days written notice.

## 6. CATC Responsibilities

a. CATC shall obtain [or has obtained] all licenses and permits necessary to provide the Covered Services under this Agreement.

b. CATC shall purchase supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will ensure that a regular inventory of all supplies is maintained. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client.

c. CATC will arrange for lab services, including courier pick-up.

d. CATC will arrange for the pickup and disposal of medical waste.

e. CATC will provide Client and/or Plan Administrator with the reports described below. Any reports containing participant information will be de-identified before being provided.

i. Reports given from the electronic medical records system for established reporting periods including but are not limited to, chronic disease management, Clinic utilization, and aggregate health trends.

ii. Medication usage report.

iii. Patient satisfaction reports.

f. CATC will provide Clinic Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CATC mobile app and secure Internet Client Portal. These individual PHA reports will not be available to Client and/or Plan Administrator unless the participant signs a patient consent authorizing CATC to provide access to them.

g. CATC will contract with "Health Professional(s)" to provide services to Client at the Clinic. Health Professionals will be subject to the following terms per his/her agreement:

i. Have the right to determine his/her own means and methods of providing Covered Services with oversight and quality control functions performed by CATC's Medical Director, Physician Leadership Group and Medical Executive Committee.

ii. Will be required to give due consideration to making referrals made for additional medical care to health providers identified by Client as "in network" for purposes of a health plan. Health Professionals may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable factors.

iii. Will not bill or otherwise solicit payment from Clinic Eligible Participants, their dependents, Client, or Client insurers or benefit plans, for the Covered Services provided in the Clinic. Exception to this clause will be for Clients who have a Health Savings Account ("HSA") in which case the Clinic Eligible Participant will be charged a fee for clinic visits as determined by the Plan Administrator.

iv. Will be required to comply with applicable laws and regulations with respect to the Covered Services.

v. Will be required to provide Covered Services in a professional manner consistent with Medical Services provided in the community.

h. CATC will require any Health Professionals performing services at the Clinic to maintain the following:

i. A license to practice medicine in the State in which the Clinic is located without limitation, restriction or suspension;

ii. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency registration;

iii. Good standing with his/her profession and state professional association; and

iv. The absence of any conviction of a felony.

i. CATC will appoint a Director of Client/Clinic Services (DCS) to be responsible for managing CATC's relationship with Client and overseeing operations of the Clinic. The DCS and their staff will be available to Client to review and discuss any issues with operations of the Clinic or with this Agreement.

j. CATC will provide a no-show notice to each Clinic Eligible Participant who misses a scheduled appointment.

k. On a monthly basis, CATC will provide Client and/or Plan Administrator a list of all Clinic Eligible Participants who missed scheduled appointments during the previous thirty days.

l. CATC shall provide Client and/or Plan Administrator with the opportunity to interview all final Health Professional candidates identified by CATC and have input into the selection of each Health Professional. Client and/or Plan Administrator shall also have the right to request removal of Health Professionals upon written notice to CATC.

## 7. Client Responsibilities

a. Client will provide the Clinic a space in accordance with the standard technical and facility specifications listed in Exhibit C. CATC reserves the right to make changes to those specifications. CATC reserves the right to make changes to those specifications as required by applicable laws, regulations and standards; provided that the parties shall discuss and agree upon any such changes in good faith and Client shall have a reasonable period of time to implement any modifications to the Premises required by such changes. CATC will communicate any changes to the standards prior to the effective date of change.

b. Client and/or Plan Administrator shall create a list of eligibility requirements for use of the Clinic and shall provide CATC with a list of Clinic Eligible Participants and their social security numbers on a monthly basis. Clinic Eligible Participants submitted without their social security number will not be added until it has been provided.



- c. Client and/or Plan Administrator shall communicate the existence of the Clinic, the hours and location and a list of Covered Services to all Clinic Eligible Participants.
- d. Client and/or Plan Administrator shall determine how the Clinic and the provision of Covered Services are to be integrated with the Plan. Plan Administrator and/or Client is responsible for amending the terms of the Plan, as necessary; amending their employee handbook or any other statement of corporate policies, as necessary; and/or establishing a separate medical plan. In doing so, Client and/or Plan Administrator are responsible for following all applicable laws.
- e. Client and/or Plan Administrator shall communicate any changes to and/or the creation of any benefit plans and/or corporate policies to Clinic Eligible Participants and Client employees that result from the execution of this Agreement. Client and/or Plan Administrator will also communicate to CATC any changes to and/or the creation of any benefit plans and/or corporate policies impacting the Covered Services.
- f. Client acknowledges that CATC has developed a set of standard clinic operational policies in order to maintain AAAHC (Accreditation Association for Ambulatory Health Care) accreditation of the Clinic and Client agrees to support and adhere to those standard policies including maintaining a non-smoking Clinic.
- g. Client and/or Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.

#### 8. Electronic Data Sharing

CATC and Client agree to work together to share electronic medical data in a HIPAA compliant manner to assist each other in population health management of the Clinic Eligible Participants. Client will enter into a Business Associate Agreement with CATC (CATC as Business Associate) to allow CATC to review claims data for all Clinic Eligible Participants regardless of whether they utilize the Clinic (in which instance CATC is a business associate) for purposes of population health management.

Client shall instruct each third-party administrator, insurance vendor or other party responsible for managing Client's claims system to provide CATC all historical claims data monthly, including but not limited to healthcare claims, pharmaceutical claims and medical claims for all Clinic Eligible Participants. CATC will use the data to establish and track employee utilization trends, insurance cost impact and perform population health management. All costs associated with the transfer of data shall be borne by Client.

#### 9. Insurance and Liability

Within fifteen (15) days after a request, either party will furnish the other party with certificates showing they have obtained the required insurance coverages described below.

Either party must provide the other party with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

**CATC Insurance.** CATC will obtain the following coverages:

- A. **General Liability** - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, and broad-form property damage endorsements.
- B. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Clinic. Health Professional shall acquire and maintain professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.
- C. **Worker Compensation** - Statutory.
- D. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses and costs.
- E. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00.
- F. **Commercial Property** - replacement value of property owned by CATC maintained at Clinic.
- G. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies are exhausted by payment of claims.

**Client Insurance.** Client will obtain the following coverages:

- A. **General Liability** - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, and naming CATC as an Additional Insured.
- B. **Worker Compensation** - Statutory limits.

#### 10. HIPAA

Either Party will immediately notify the other Party of any suspected or confirmed loss, copying or disclosure of Protected Health Information ("PHI") as that term is defined by 45 C.F.R. §160.103 and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Clinic Eligible Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggers a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

#### 11. Medical and PHI Records; Privacy

- a. CATC and Client agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules. Client will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except as otherwise provided for in this Agreement.
- b. Medical records shall be maintained with respect to all of the Clinic Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted practice of the community



in which the Health Professionals provide Covered Services, and consistent with HIPAA privacy standards.

- c. All patient records, PHI data, documents or other information of any type maintained in connection with this Agreement relating to patients covered under this Agreement, or services provided to such patients, will be the sole and exclusive property of CATC.
- d. CATC will notify patients of the CATC Privacy Practices, including patient rights. CATC will maintain the standard CATC Privacy Practices on the CATC website. Client acknowledges receipt of CATC's standard Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights as applicable.
- e. Unless specifically directed by the patient, all patient records will be accessible to the Health Professionals providing medical services at the Clinic for diagnostic and educational purposes.
- f. Notwithstanding the above terms, Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by Worker's Compensation laws.
- g. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely.

## 12. Proprietary Information

- a. "Proprietary Information" includes, among other information, all information relating to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding clinic, staffing models, delivery systems, and other information that CATC attempts to keep confidential. Information that is known to the general public is not Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Proprietary Information.
- b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks.
- c. During the term of this Agreement, CATC hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder; and Client logos, trademarks, trade names and service marks.
- d. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or

disclose to any other person any confidential or proprietary information of the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

- e. The parties acknowledge that Client is a governmental entity subject to the State of Utah's Government Records Access and Management Act ("GRAMA"), §63G1-101 Utah Code Annotated 1953, as amended. In the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to GRAMA, a court order or decree, or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.
- f. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.
- g. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for Client. No information, idea, concept or report, developed or created by CATC, will be Client property. Client agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with Client. Client will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

## 13. Warranties

- a. This Agreement is solely for the provision of Covered Services designated on Exhibit A and its existence does not establish any wellness program, corporate policy, program or policy offered or required by Client. Covered Services are strictly limited to the services designated on Exhibit A and this Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by this Agreement.
- b. CATC is not the "named fiduciary" or "Administrator", as such terms are used in laws governing plans, of any health plan sponsored or administered by Client. In addition, CATC is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA,



Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Agreement.

- c. CATC is not responsible for eligibility determinations. CATC shall solely rely on the eligibility information provided by Plan Administrator and/or Client in allowing access to the Clinic. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or Client.
- d. CATC is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state and federal law.

**14. Indemnification**

Each party shall be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents, or employees to the full extent required by law. The parties recognize and acknowledge that UTA is a public entity covered under the provisions of the Utah Governmental Immunity Act as set forth in §§63G-7-1 to 63G-7-904, Utah Code Annotated 1953, as amended, and its established limits of liability. UTA does not waive any legal defense or benefit under applicable law.

The provisions of this Section shall survive the termination of this Agreement.

**15. Notices**

All notices, consents, demands, and waivers described in this Agreement must be in writing and will be deemed delivered when the first of the following occurs (a) when personally delivered in person to a Party's Chief Executive Officer, Chief Operating Officer or other Representative, (b) on the first attempted delivery by (i) the U.S. Postal Service on a weekday that is not a Federal holiday, if mailed by certified mail, postage prepaid, return receipt requested, or (ii) a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

**If to CATC:**  
 CareATC, Inc.  
 4500 South 129th East Avenue, Suite 191  
 Tulsa, OK 74134  
 Attn: Philip Kurtz

**If to Client:**  
 Utah Transit Authority  
 Jacob Gomez  
 669 West 200 South  
 Salt Lake City, Utah 84111

Attn: General Counsel  
 669 West 200 South  
 Salt Lake City, Utah 84111

**16. Independent Contractors**

It is expressly understood and agreed that CATC and Client shall at all times during the term of this Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; and, except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respects to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

**17. Non-Solicitation**

During the term of this Agreement and for one year thereafter, Client will not directly or indirectly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services at the Clinic, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant). The foregoing obligations will not apply, however, if CATC consents otherwise in writing.

**18. Miscellaneous**

**a. Amendment**

This Agreement may only be amended by CATC and Client by a writing duly executed by an appropriate officer of CATC and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.

**b. Assignment**

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect.

**c. Captions**

All Section captions are for reference only and will not be considered in interpreting this Agreement.

**d. Counterparts**





This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**e. Dispute Resolution**

The Parties agree to meet and confer in good faith in an attempt to resolve any problems or disputes that may arise under this Agreement.

**f. Entire Agreement**

This document is intended by the Parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**g. Force Majeure**

CATC will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond CATC's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of Client or other governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond CATC's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

**h. Further Actions**

Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

**i. Governing Law**

This Agreement and all transactions and any other agreements which may be entered into between the Signatory Parties at all times whether during the Term or subsequent to termination of the Term shall be construed and governed by the laws of the State of Utah without consideration of or giving effect to any choice of law provision or rule thereof.

**j. Local, State, and Federal Laws**

Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this Agreement, it shall not be entitled to any costs or compensation.

**k. No Third Party Beneficiaries**

No Clinic Eligible Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

**l. Severability**

If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to be effective, valid and enforceable.

**m. Succession**

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on; each Party's permitted successors and assigns.

**n. Waiver**

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year written above.

CATC:

By:

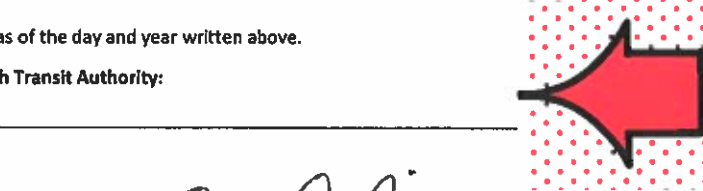
*[Handwritten signature]*

Title:

*Chief Business Development Officer*

Utah Transit Authority:

By:



Title:

*[Handwritten signature]*

Title: *Chief People Officer*

By: *[Handwritten signature]*  
Page 6

*UTA Legal Counsel*  
*Approved as to Form*



EXHIBIT A

CLINIC LOCATIONS, SCHEDULE and COVERED SERVICES

Eligible Participants will have access to the on-site clinic(s) listed below:

Clinic Name	Clinic Address	Hours per Week	Daily Schedule
TBD	669 West 200 South, Salt Lake City, UT 84101	TBD	TBD
Meadowbrook	3600 S. 700 West, Salt Lake City, UT 84119	TBD	TBD

CATC observes the following Holidays:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Eve          |
| Labor Day        | Christmas Day          |

Client observes the following additional Holidays:

- Presidents Day
- Pioneer Day

CATC shall not operate the clinic on any of the foregoing holidays (whether observed by CATC, Client, or both).

Schedule: Clinic scheduled hours and holidays are subject to change.

Covered Services are those listed below:

- PHA for Clinic Eligible Participants. Such assessments, which shall occur not more than once in a plan year (May 1- April 30) for each Eligible Clinic Participant, will be comprised of (a) blood draws and data collection for each participant conducted by qualified and licensed personnel either at an agreed upon location or at the Clinic; (b) standard laboratory work; (c) individual report for each participant including customized video summary accessible via the CATC mobile app and the secure Internet Client Portal; (d) aggregate reports of findings to Plan Administrator.
- Aggregate Participant population analysis to improve chronic disease and medication management ("Data Analytics"), includes two monthly data feeds (either inbound or outbound) excluding eligibility.
- Coaching services including but not limited to, establish annual goals with Clinic and wellness participants, provide and arrange follow-up coaching and action planning, conduct quarterly company-wide wellness initiatives, provide informational presentations during Client orientation, and plan and promote on-site presentations on a variety of health-related topics.
- Primary care to include, but not limited to:
  1. Minor acute illness evaluation and available treatment for minor illnesses, including but not limited to, flu, colds, fevers, coughs, bladder/urinary tract infections, allergies, abdominal pain/upset stomach, gastric reflux, headache, minor burns, cuts and contusions (laceration repair), earaches, fevers, headaches, muscle strains and sprains, minor aches and pains, strep throat, ear infections, pink eye, minor rashes, bronchitis, sinus infections; routine exams and screenings; well-woman/GYN care; immunizations, vaccinations, flu shots; annual physicals; school/sports/camp physicals.
  2. Health maintenance assistance, including, but not limited to lifestyle/risk coaching, weight loss, cholesterol reduction, stress management, tobacco cessation, pre-diabetes counselling, and prehypertension counselling.
  3. Chronic illness evaluation, including evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Clinic, including, but not limited to, pre-diabetes, diabetes, asthma, hypertension, heart disease, hyperlipidemia and obesity.
  4. Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Clinic, with available equipment, and during operating hours.
- Provisions of pharmaceuticals to treat common illnesses, including, but not limited to:
  1. Infections



2. Hypertension
3. Hyperlipidemia
4. Diabetes
5. Infectious Disease (Including antibiotics)
6. Gastro esophageal/reflux disease
7. Asthma
8. Chronic lung disease

Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to, blood draws.



**Exhibit B**

**FEES**

Payment - Client will pay all fees described in this Exhibit within two weeks (2) weeks after the date of CATC's invoice. If Client disagrees with any CATC invoice, Client shall pay all undisputed invoiced amounts and notify CATC of the disputed amount and the reasons for which it is disputed. CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. Client has 15 days from the date of the invoice to dispute the charges listed on the invoice. After the expiration of 15 days from the date of the invoice, Client will be deemed to have approved such invoice.

Any fees that are not paid when due, will bear interest at the Utah statutory prejudgment interest rate or eight percent (8%) per annum, whichever is lower.

1. **Clinic Implementation Fees:** Client will reimburse CATC for one-time start-up costs for two clinics not to exceed the costs described below:

	<b>One-Time Cost</b>
Recruitment, project management, facilities travel costs, evidence-based clinical design space plan	Included
Training Period Salaries	\$ 15,044
Training and Travel	\$18,750
Office Supplies and Furniture, Medical Furniture and Equipment, Pre-Packaged Generic Medications and Injectables (initial stock), Medical Supplies (initial stock)	Pass through at cost with no markup
IT Equipment, software, data integrations (1 inbound; 1 outbound), installation and configuration	\$40,700
Health Passport Implementation and site design	6,500
Health Coaching (training and technology for 1 health coach)	\$2,326
Employee Training Program (Training for UTA employees on Health Passport as well as CareATC mobile App. passes through at \$15 per hours per intern: assumes 3 interns for 40 hours /week over 2 weeks with dedicated training iPads)	\$4,500
<b>Total Implementation Costs</b>	<b>\$87,820</b>

2. **Clinic Fees**

**Four Hour Blocks of Physician Time Clinic Fee: \$1,585.** Client's Clinic Eligible Participants will have unlimited access to the clinic listed in Exhibit A. At this time, Client has not elected to purchase Physician time. In the event Client chooses to purchase blocks of Physician time in the future, the monthly fee will be calculated by multiplying the number of four-hour blocks of Physician time that Client purchases during each month times the \$1,585 fee.

**Four Hour Blocks of Nurse Practitioner Time Clinic Fee: \$1,191.** Client's Clinic Eligible Participants will have unlimited access to the clinic(s) listed in Exhibit A. The monthly fee will be calculated by multiplying the number of four-hour blocks of Nurse Practitioner time that Client purchases during each month times the \$1,191 fee. Client will begin with 70 hours per week of Nurse Practitioner time which will equate to a monthly Nurse Practitioner Time Clinic Fee of approximately \$62,462.88 (the actual fee will vary from month to month based upon the number of business days in the month).

The Clinic Fee shall cover the following:

- Labor (provider and medical assistants at the Clinic)
- Temporary coverage during health professionals paid time off
- Account and clinic management
- Electronic direct marketing materials for plan participants
- Technology (electronic medical records, analytics, mobile app, etc.)
- Recruiting health professional
- Insurance – general and professional liability
- Travel and meals
- Dues / subscriptions / memberships
- Training / continuing memberships

**Increases in Provider Time Hours.** CATC has developed a model in which its providers see 2.5 patients per hour, consequently 40-hours of clinic time provides 100 patient encounters per week or 433 patient encounters per month. The Client is beginning with 70 hours per week of provider time at the CATC onsite which will accommodate up to 757 patient encounters per month.

On a monthly basis, CATC will report to the Client the actual number of patient encounters by Clinic Eligible Participants. When the monthly encounters begin to consistently exceed 2.2 encounters per hour, or 667 encounters per month, it is a signal that the clinic is approaching capacity. Before any clinic hours are added, Client and CATC will agree to the additional hours. As each additional Four-



Hour Day of Provider Time is added (which will accommodate 43.3 patient encounters per month), the Client will pay for the additional time at the rate listed above in four-hour block of time rate.

3. **Coaching Fees**

**Four Hour Blocks of Coaching Time Fee: \$235.** CATC will invoice Client monthly for Wellness Services at the rate of \$235 per four-hour block of coaching time during the month. The monthly fee will be calculated by multiplying the number of four-hour blocks of coaching time that Client purchases during each month times the \$235 fee. Client will begin with 40 hours per week of coaching time which will equate to a monthly Coaching Fee of approximately \$10,175.50 (the actual fee will vary from month to month based upon the number of business days in the month).

4. **Wellness Portal**

Client will pay CATC \$2.00 per eligible participant per month (PPPM) as defined by the client's eligibility file. This fee is calculated on a monthly basis by multiplying the PPPM amount by the number of eligible participants as provided by the Client. CATC Passport licenses must be purchased for a minimum of one (1) year and will automatically renew for additional one (1) year periods unless Client provides thirty (30) days prior written notice of termination.

The PEPM shall cover the CATC proprietary online wellness program that provides participants with the following:

- Customizable wellness program
- Clinic advertisement and reminders
- Activity and health tracking
- Education newsletters
- Online Screening Scheduler
- Group and individual goals and challenges
- Health education resources
- Chronic disease management
- Incentive and reward program

**Annual Hosting Fee** – CATC will invoice Client \$1,000 annually as a hosting fee for the Wellness Portal.

5. **Telemedicine**

For Telemedicine, Client will pay CATC \$1.50 PEPM. "PEPM" means "Per Employee per Month." This fee is determined on a monthly basis by multiplying the PEPM amount by the number of eligible Plan Participants as provided by the Client.

The PEPM shall cover 24/7/365 access to telemedicine nationwide network of board-certified physicians and licensed therapists to provide acute care support for eligible plan participants. If Client decides to terminate this service they must provide 30 days' prior written notice of termination.

6. **Sleep Study Program (SleepMed)**

CATC will pass through the cost of the sleep study program (SleepMed) which integrates sleep medicine services, supplies and diagnostics to Eligible Clinic Participants (currently \$120). CATC shall provide written notice of the sleep study costs negotiated with SleepMed.

7. **Data Integration**

Two Data Integration feeds (Either inbound or outbound) are included at no cost. Each additional data feed (Either Inbound or Outbound) is \$100 per month with no set-up fee. Eligibility files are included at no cost.

8. **Variable Costs**

A. **Laboratory Testing and Pharmaceutical Drugs:** CATC will invoice Client monthly for laboratory tests performed, over the counter and pharmaceutical medications dispensed and injectables given to Clinic Eligible Participants during their clinic encounters on a pass-through basis. Such a system means that CATC will purchase the laboratory tests and injectable and over the counter medications using reasonable efforts to secure bulk discounts in pricing. Client and CATC will meet on a periodic basis to review all pass-through pricing and make adjustments as appropriate. CATC will invoice Client for CATC's actual cost to purchase laboratory tests performed and the injectable and over the counter medications dispensed to Clinic Eligible Participants.

B. **Equipment and Supplies:** Client will pay CATC for equipment and supplies dispensed to / used on Clinic Eligible Participants during their clinic encounters on a pass-through basis. Such a system means that CATC will purchase the equipment and supplies, using reasonable efforts to secure bulk discounts in pricing. CATC will invoice Client for CATC's actual cost to purchase the equipment and supplies utilized while treating Clinic Eligible Participants.

C. **Occupancy:** Client will pay CATC for all occupancy costs including lease expense, utilities, Internet, etc on a pass-through basis. CATC will invoice Client for CATC's actual occupancy cost on a monthly basis after the end of each month.



9. **Personal Health Assessments:** CATC will invoice Client monthly \$45.00 for each annual PHA performed on an Eligible Plan Participant that had a Personal Health Assessment performed during the previous month.

Client agrees to reimburse CATC for the incremental blood draw cost for any PHA's conducted at LabCorp offices nationwide.

Travel Costs for annual PHA event: Should Client elect to have a mass-screening event, Client will pay CATC for all travel costs on a pass-through basis. Travel costs are inclusive of:

- (a) PHA team members' daily salary (wages in effect at time of contract signing: \$170.00 per day)
- (b) Car rental, airfare, baggage fees, hotel (single occupancy), per diem at current IRS rates per PHA team member, gas, parking, tolls and mileage if use company vehicle (IRS Business Mileage Rate).



**EXHIBIT C**  
**MINIMUM CRITERIA FOR FACILITIES**

**CLINIC MINIMUM PHYSICAL SPECIFICATIONS**

Following are the minimum recommended physical specifications for a Clinic operated by CATC

1. Exclusive use for the Clinic.
2. Location on the ground floor or accessible by an elevator.
3. Non-smoking.
4. Weapon free - except for patients required to carry a weapon as part of their job - all weapons will be placed in a locked storage in the exam room while a patient is in the Clinic.
5. OSHA and Medical Facilities Standards: Comply with federal regulations and state standards.
6. ADA compliant.
7. Soundproofed walls, floors, ceilings.
8. Solid doors.
9. Privacy windows (or no windows).
10. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Clinic. VCT tiling is recommended.
11. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
12. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
13. Access: Such that the Clinic may be locked securely and separately from the main facility.
14. Signage: Client will allow CATC to affix CATC's standard sign by the entry.
15. The following size and design minimum criteria:
  - a. Overall Size: Approximately 1,200 square feet.
  - b. Examination/Treatment Rooms: Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CATC.
  - c. Health Professional Office: one (1), minimum seventy-five (75) square feet.
  - d. Reception: eighty (80) square feet.
  - e. Storage: forty (40) square feet of general storage and supply storage, with shelves.
  - f. Rest Rooms: one (1) unisex, internal in the Clinic space.
  - g. Marked and Reserved Parking for Health Professionals and Patients: two (2) spots that satisfy ADA criteria and that are located within the appropriate distance of the front door.
  - h. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CATC.

**CLINIC MINIMUM TECHNICAL SPECIFICATIONS**

Following are the minimum recommended data and voice service specifications for a clinic operated by CATC.

in order to comply with HIPAA guidelines as well as ensure operability with necessary applications, computers, phones and network equipment will be provided and provisioned by CATC. All Clinic network devices must be behind an on-site firewall provided by CATC.

**Internet Requirements**

1. 15mbps downstream or better, 5mbps upstream or better. A single publicly accessible static IP must be available to CATC's firewall. This connection should not be filtered or behind a NAT. CATC can facilitate locating and coordinating the provisioning of these services if necessary.

**Networking and Devices**

1. Enterprise class SPI firewall with IPsec VPN support will be placed on site.
2. Clinic must be built out with CAT6 or better network drops in areas where networked devices are necessary.
3. Wireless access point with WPA2 encryption and Radius authentication against CATC servers will be placed on site. A separate guest network will be necessary. CATC can provision the guest network on CATC equipment if needed.

**Telecommunication Requirements**

CATC uses an IP based phone system that will utilize the Internet connection provided to the Clinic. Fax services are handled via a virtual fax solution.

**Notes**

Please contact Dustin Fry, CATC Systems Administrator with any questions. [dfry@careatc.com](mailto:dfry@careatc.com), 918-779-7450



**EXHIBIT D**  
**PERFORMANCE GUARANTEES**

To assure network steerage, quality of care, patient satisfaction, return on investment, and market development strategy, CATC agrees to put 10% of Management Fees (defined as 13% of Clinic Fees (fixed, not pass-through costs) as shown in Exhibit B, paragraph 2) at risk based on the following Key Performance Indicators (KPIs) with a maximum of 2% at risk for each KPI:

Key Performance Indicators include:

1. Redirected primary care visits
2. Reductions in specialty care costs
3. Reductions in unnecessary emergency room and urgent care visits
4. Increases in generic drug utilization
5. Financial return on investment of at least 1 to 1 within the first 18 months
6. Increased compliance with age and gender specific screenings
7. Increase medication adherence
8. Increased movement toward normal condition specific screening results for blood pressure, cholesterol, BMI, and glucose levels
9. Net Promoter Score of clinic above 50 (primary healthcare as an industry has a NPS of 12).

Client agrees to meet the following conditions to qualify for the performance guarantee:

- Client must provide access to the on-site clinic(s) at no cost to the patient
- Client must provide access to the on-site clinic(s) to all covered members – employees, spouses and dependents
- Client agrees to allow employees to visit on-site clinics for their annual PHA visits while “on the clock”
- Client agrees to hold educational meetings at its primary facilities and Clinic locations to be facilitated by CATC personnel detailing the benefits of the program.
- Client agrees that CATC will employ three (3) full-time interns for a period of two weeks to educate employees regarding the benefits of the program.
- Client agrees to provide CATC detailed medical and prescription drug claims information and employee demographic data for at least the previous 24-month period prior to the on-site clinic(s) opening to establish a baseline
- Client and CATC agree to the calculation used to measure the financial impact of the on-site clinic(s) on medical and prescription drug claims prior to opening the clinic(s)
- Client agrees to remove from the paid claims totals for any outlier claims in excess of \$75,000 per claimant per year



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF THE CONTRACT WITH  
CRUS OIL, INC. FOR THE PURCHASE OF PETROLEUM  
AND FLUID PRODUCTS**

R2018-10-07

October 25, 2018

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's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 or more after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the contract with Crus Oil, Inc., attached as Exhibit A, for the purchase of petroleum products and fluids used for bus maintenance has a value of \$1,645,576 over a period of four years; and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the contract with Crus Oil, Inc. for the purchase of petroleum products and fluids used for bus maintenance as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Wadsworth Brothers Construction Company.
4. That the corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A

## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 10/25/2018

**Action Requested:** Motion to forward the contract to the Board for approval

**Criteria:** Contract is > \$1,000,000

---

---

**Contract #:** 18-2699TB

**Contract Title:** Engine Oil

**Project Manager:** Jeff Allen

**Contract Administrator:** Amanda Burton

---

---

**Impacted Areas:** Maintenance

**Included in budget?** Yes

**Procurement method:** Lowest Bidder (IFB)

**Contractor:** Crus Oil

**Sole-Source Reason:** N/A

**Total Contract Value** \$ 1,645,576  
**Qty & Unit price**

**Contract term (Months)** 48

**Contract options (Months)** N/A

**Contract start date:** 10/26/2018

**Contract end date:** 10/31/2022

**Number of responding firms:** 4

**Next Lowest Bidder:** \$ 1,664,724

---

---

**Detailed Description & Purpose:**

This contract is for various petroleum products that vehicle maintenance uses to maintain the buses, such as 15W40 engine oil. Products are delivered to each of the separate business units on a weekly basis.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

---

---

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

Other attachments? (list)

---

---



# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

1) Contract/P.O. No. 18-2699TB (Assigned by Purchasing) Contract Administrator: Amanda Burton  
Project Manager: Jeff Allen

2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Option  G. Other \_\_\_\_\_  H. Renewal  I. Task Orders

3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_

4) Contract Title Engine Oil

5) Description / Purpose This is for petroleum products used by maintenance for buses.  
(of contract or project)

6) Contractor Name Crus Oil

7) Effective Dates Beginning: 10/26/18 Ending: 10/31/22

8) Option to renew?  Yes  No Renewal terms \_\_\_\_\_

## FINANCIAL SECTION

9) Total Board Approval Amount: 1,645,576

9a) Current Contract Value: \_\_\_\_\_

9b) Amendment Amount: \_\_\_\_\_

9d) New Contract Value (including all amendments) 1,645,576

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 various Capital Project Code \_\_\_\_\_

12) Budgeted?  Yes  No Budget amount: \$ 1,645,576.00

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	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>BART SIMMONS</u>
Accounting Review	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>JA</u>	<u>JEFF ALLEN</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>LS</u>	<u>LORIN SIMPSON</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>STEVE MEYER</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>10/25/2018</u>

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



# INVITATION FOR BID

## Cover Sheet

General Information	
Project Name	15w40/DEF
Project Description	Providing and delivering petroleum/fluids products to UTA bus and rail divisions.
Estimated Qty:	10 UTA locations from Ogden to Provo.
Project Start Date/Length	4 year term
Contract Type	Firm Fixed Price Requirements Contract
UTA Project Manager	Jeff Allen
Funding Source	Local
Procurement Process Information	
RPF No.	18-2699TB
Contract Administrator	Trent Blair 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3052 tblair@rideuta.com
Evaluation Criteria:	
<ul style="list-style-type: none"> <li>• Price</li> <li>• Compliance with the specification and proposal requirements</li> </ul>	
IFB Schedule:	
A) Issue Invitation for bids	April 25, 2018
B) Deadline to submit questions to UTA	May 9, 2018
C) Last day for UTA to issue addenda	May 16, 2018
D) Deadline to submit proposals	May 23, 2018
E) Target contract award date	June 1, 2018

<b>Included as part of this IFB</b>		
Part 1 – Project Specific Information		
Part 2 – Procurement Process		
Part 3 – Standard Terms of Solicitation		
Part 4 – Standard Contract Terms		
Part 5 – Proposal Forms		
Attachment 1 – Bid Schedule		
<b>Proposal Contents</b>		
Proposals must include the following: <ul style="list-style-type: none"> <li>• Data on service capabilities, previous experience with references and data/experience on staff management (no more than 10 pages)</li> <li>• Price Proposal Form</li> <li>• Proposal Declarations, Offer, and Acceptance Form</li> </ul>	See Part 2 for more information about the contents of the Proposal	





## Part 1 – Project Specific Information

### GENERAL OVERVIEW

- A. **CONTRACT PERFORMANCE PERIOD:** Performance under this contract will be for a period of four (4) years.
- B. **REQUIREMENTS:** This is a requirements contract for the supplies or services identified herein and effective for the time stated. The quantities that may be indicated in the IFB are estimates only and shall not be read or interpreted so as to obligate UTA to purchase such amounts. Except as otherwise provided, if the UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact shall not constitute the basis for a price adjustment or claim against UTA.

Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provision of the contract. Subject to any limitations stated herein, the contractor shall furnish to UTA any supplies or services specified in the Schedule as ordered in accordance with the ordering procedures. The UTA may issue orders requiring delivery to multiple locations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order.

**COST AND PRICING:** The cost submitted by the offeror on the Bid Schedule shall be the full and total cost for the materials listed on the Bid Schedule as identified in the IFB. All applicable costs, charges or fees shall be included.

Shipping and handling will be as set forth in the Bid Schedule.

UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the offer.

Pricing will not be based on individual postings reflecting that no product is available.

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) every six months during the term of the contract; adjustments will be calculated per item. The Contractor must submit their request for price adjustments in writing and provide written documentation from their suppliers to support any adjustments. The Contractor should address all of the items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it

will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract will be canceled. Requests shall be delivered to the UTA Purchasing Department, attention Trent Blair.

**CONTINGENCY PLAN:** The UTA is concerned about the cost and availability of petroleum/fluids based products should problems in the mid-east and other parts of the world escalate. Contractors shall submit, with their offers, a specific plan of action regarding cost and delivery should conditions affect cost and availability of products. UTA is a public transportation entity.

**CHANGE ORDERS/ADDITIONS TO THE CONTRACT:** The UTA reserves the right to add or delete items to the contract after award.

**MINIMUM ORDER QUANTITY:** Offerors shall state the minimum delivery amount for bulk products on the bid schedule.

**CONTRACTOR EXPERIENCE:** Bidder shall furnish, with the bid, the name, address, and duration services provided to document evidence of at least five (5) years' experience in providing petroleum/fluids. Failure to provide this supporting data and references shall render the bid nonresponsive.

**QUANTITY:** Usage for the past year is detailed on the Bid Schedule. It shall be understood that these quantities are variable and UTA reserves the right to purchase an amount more or less should the UTA's requirements increase or decrease during the term of the Contract. Those items showing zero usage were not purchased in the last year; however; they are still active items in the UTA system and may be required under the new contract.

**OVERSTOCK RETURNS (NON BULK ITEMS):** During the term of the contract, the requirements for some items may change due to the removal of buses from the fleet, retrofittings, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some excess stock may result. By submitting a bid, the bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased

**PURCHASING AND ORDER PLACEMENT PROCEDURES:** Products will be ordered on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by the parts departments at the service locations. (See "Delivery")

**SPECIFICATIONS:** Specifications are as stated on the Bid Schedule. Specifications reflect the desired minimum requirements of UTA.

Offerors must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

Products offered with specifications other than those indicated must be approved by the UTA Fleet Engineer. Additional data may be required after the bid opening to support alternate proposals. All products are subject to approval by the UTA Fleet Engineer whose decision is final. Failure to provide

the information requested may render the offer non-responsive. (UTA reserves the right to test products for an extended period to evaluate performance etc. Extended testing will not preclude contract award for approved products; results of extended testing will be used for future contracts.).

**HANDLING/TRANSPORTING MATERIALS:**

- Contractor must be licensed to handle and haul the products identified in this Contract.
- Contractor’s vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified herein;
- Vendors/transporters shall use only qualified and trained personnel to transport products;
- Vendors/transporters shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products;
- Vendors/transporters shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.  
Contractor will be responsible for the clean-up and clean-up costs of all spillage while hauling UTA products.

**DELIVERY:** Bulk and drum deliveries shall be FOB UTA delivered to the UTA Division placing the order. Items UTA consider Inventory items will be placed by the UTA Purchasing Department under separate purchase orders and delivered to the UTA Receiving Dock (see locations below).

**Locations for Delivery:** All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Service locations include the following:.

Meadowbrook Division  
3600 S 700 W, Bldg 3  
Salt Lake City, UT 84119

Mt. Timpanogos Division  
1110 S Geneva Rd  
Orem, UT 84058

Central Division  
611 W 200 S  
Salt Lake City, UT 84104

Riverside Division  
3610 S 900 W  
Salt Lake City, UT 84119

Mt Ogden Division  
135 W 17th St  
Ogden, UT 84404

Meadowbrook Support Maintenance  
3600 S 700 W, Bldg 8  
Salt Lake City, UT 84119

TRAX/Lovendahl Center  
590 W 6960 S  
Midvale, UT 84047

Warm Springs Division  
900 N 500 W  
Salt Lake City, UT 84116

Jordan River  
2264 S. 900 W  
Salt Lake City, UT 84119

\*Locations may be added or deleted through the life of the contract at the contract administrator’s written consent.

**Time of Delivery:** Deliveries will be accepted not earlier than 7:00 a.m. and not later than 5:00 p.m. on week days only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees. Variations to these times may be worked out with each Division.

**Lead time:** Bulk products shipped to the Utah Transit Authority must be shipped FOB the designated location's fuel tanks as stipulated at the time the order is placed. Delivery will be made within 2 work days of the date of the order on weekdays; Friday orders will be delivered the following Monday, unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. The fuel must be delivered where directed and within the time frame agreed upon. "Same day" deliveries are authorized as agreed to by the ordering Division.

Delivery for other than bulk and drum orders is 15 calendar days after receipt of order.

**Verification of Orders:** The Contractor will include a packing slip/delivery ticket with each order that details the full description of the product(s) being delivered and must include the product number (as identified in the contract), quantity ordered, quantity delivered, contract unit price and extended amount, and contract number. Failure to provide this information may cause delays in payments.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Contractor will be notified immediately (see "Failure to Comply With Specifications" above).

**Tanker Bulk Deliveries:** The quantity of material delivered shall be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart.

Deliveries will be measured with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through the stick measurement and not the amount shown on the bill of lading.

UTA maintains both underground storage tanks and above ground storage tanks. Contractors' tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

**Spills:** The Contractor shall be solely responsible for the cost and timely clean-up of any product spills resulting from their negligence. The Contractor shall also be responsible for any and all subsequent damages or loss to UTA property or equipment, or any other property or equipment, due to spill and/or negligence.

**Samples and Testing:** UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted and the contractor will be responsible to provide another delivery within twenty-four (24) hours.

Samples will be retained by UTA as evidence and will be available to the supplier for testing if requested.

**CONTRACTOR VISITS/TECHNICAL SUPPORT:** The contractor shall be available, on an "on-call" basis, and within one working day (Monday through Saturday), to visit and answer questions, resolve problems and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. The contractor shall also provide product data and/or training where necessary. These services shall be provided at no additional cost to UTA.

Additionally, the contractor shall visit each service location on a monthly basis to answer questions, resolve problems and provide technical advice at no additional cost to UTA.

**INVOICES:** Original invoices for drum and bulk deliveries should be sent in to the Utah Transit Authority, Purchasing Department, Attn: Trent Blair, 669 W 200 S, Salt Lake City, Utah 84101. Invoices must not cover more than one delivery. Invoices may be faxed or e-mailed as arranged between the Contractor and UTA. Invoices for Inventory Purchase Orders should be sent in to the Utah Transit Authority, Accounts Payable, Attn: Accounts Payable 669 W 200 S , Salt Lake City, Utah 84101

**CONTRACTOR PERSONNEL:** All contractor personnel working on UTA property must be United States Citizens or otherwise legally permitted to work within the U.S. The contractor will be responsible and liable for ensuring employees meet this requirement. The contractor will also perform background checks on all personnel; findings will be made available to UTA if deemed necessary in the course of the contract.

**SAFETY AND CONTRACTOR SAFETY ORIENTATION TRAINING:** The Contractor shall comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations or penalties it may receive while working on this project.

**FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS:** Any product that is contaminated or otherwise not in compliance with UTA specifications shall be removed from the UTA property within 24 hours of notification at no cost to UTA. The contractor shall be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc. The contractor will reimburse UTA for any and all costs incurred to remove said products from buses already serviced to include man-hours and materials etc. The contractor will also be responsible for any tests or evaluations required to place the storage tanks back in service. The contractor shall be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared.

The contractor shall meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The contractor shall provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

**SAFETY DATA SHEETS (SDS):**

Any and all Safety Data Sheets (SDS) applicable to any item or product called for under this proposal, or required for use on UTA property as a result of this proposal, is required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.



## Part 2 – Procurement Process Information

### A. **PROPOSAL CONTENT:** Proposals must contain the following information:

#### 1. **Availability**

The Proposal must include a filled-out and signed Price Proposal, on the provided form (see Part 5, Forms), including information regarding availability of product.

#### 2. **Price**

The price schedules submitted by the proposer on the Price Proposal form shall be the full and total cost for the product or items indicated on the form. All applicable costs, charges or fees shall be included as part of the price, or listed as a separate item on, or attached to, the Price Proposal Form.

UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the Price Proposal.

UTA is a public entity permitted to purchase items from a state cooperative contract. Vendors offering pricing under a Utah State cooperative contract must indicate such on the Price Proposal form and indicate the applicable State contract with its pricing.

#### 3. **Compliance with the Specifications**

The Proposal must describe the proposed product(s), and how it meets or exceeds the Specifications set forth in Part 1.

The Proposal must describe the Vendor's ability and willingness to meet the requirements regarding Delivery, Handling/Transporting Materials and other requirements set forth in Part 1.

The Proposal must include a brief description of the Vendor, including its experience in providing the same or like products. Vendors shall furnish the name, address and duration of services of previous customers as part of their proposal. Failure to provide this information may render the Proposal non-responsive. Information regarding Vendors' experience will be used only to determine responsibility; it will not be used as an evaluation factor.

#### 4. **Proposal Declarations, Offer, and Acceptance form**

The Proposal must include a signed copy of the Proposal Declarations, Offer, and Acceptance form.



## Part 3 – Standard Terms of Solicitation

### A. INSTRUCTIONS TO BIDDERS

#### 1. Submission of Bids.

Bids must be uploaded to SciQuest by the "Bid ends" date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

#### 2. Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Proposals in accordance with this IFB may render the Bid unacceptable or non-responsive. UTA may, in its sole discretion, waive minor irregularities in a Bid that do not alter the quality or quantity of the information provided.

#### 3. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), procurement information related to this procurement will not be made public until after execution of the Contract with the successful Bidder. Procurement information includes the Bids submitted by Bidders in response to this IFB and any accompanying documentation, as well as records maintained by UTA during the procurement process.

UTA will maintain a process to ensure confidentiality for the duration of this procurement. If the Bidder submits information in its Bid that it believes is "trade secret," the Proposer must follow the procedure set forth in Section 63G-2-309 of GRAMA.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all trade secret information as such in its Bid at the time the Bid is submitted and include a cover sheet stating "DOCUMENT CONTAINS



TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are trade secret information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the trade secret information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no trade secret information, no “Public Copy” need be submitted. However, any Bidder that submits a Bid containing no trade secret information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Proposer agrees that this indemnification survives as long as the trade secret information is in possession of UTA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to UTA for the errant release of trade secret information by UTA under any circumstances.

#### **4. Submitting Questions to UTA**

Questions and Requests for changes to the IFB must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **5. Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term “or approved equal” is considered to follow.

Requests for Approved Equals must be submitted with the Bid, and must be on Form Q (Part 5, Forms). Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB

requirement.

UTA will only assess requests for approved equals if the price of the substitute product is lower than the price offered by other bidders for the product specified in the IFB.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

**6. Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB which will be posted to SciQuest.

**7. Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

**8. Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

**9. Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

**10. Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

**11. Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

**12. Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

**13. No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

**A. SELECTION PROCESS**

**1. Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

**2. UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.

- Cancel the invitation for bids without awarding a contract.

### **3. Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive.

### **4. Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

### **5. Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

### **6. Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

## **B. PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-101 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these

procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service or by certified or registered mail, addressed as follows:

Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Robert Biles, Procurement Officer

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

All protests must include:

- The name and address, and email address of the protester;
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is subject to an administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*

Price Schedule

18-2699-1TB

10/26/18-10/31/22

Usage is yearly

Product	Est Usage	Unit Price	Total
15w40 - Bulk	48000	\$7.95	\$1,526,400.00
15w40 = drum	880	\$8.45	\$29,744.00
15w40 - Jug	10	\$10.45	\$418.00
5w-40 - drum	110	\$17.00	\$7,480.00
Maxlife - Bulk	1500	\$11.25	\$67,500.00
Coolant - drum	275	\$6.50	\$7,150.00
Dexcool - drum	275	\$6.25	\$6,875.00
Total			\$1,645,567.00



## Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/proposal form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.



6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:** Vendor will promptly submit invoices (within 30 days of delivery of the applicable Goods and/or Services) to UTA in accordance with the Solicitation Documents. The UTA Contract number shall be listed on all invoices, freight tickets, and correspondence relating to the Contract. The prices paid by UTA will be those prices listed in the Vendor's response to the accepted and counter-executed bid/proposal form. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
13. **INSURANCE:** Vendor shall maintain worker's compensation insurance in accordance with applicable laws and shall also maintain general liability insurance with policy limits no less than two million per occurrence and four million in the aggregate. Vendor shall include UTA as an additional insured with respect to such insurance. Upon request, Vendor shall provide proof of insurance to UTA.
14. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. 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, Vendor 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 Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
23. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
24. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



## Part 5 – Forms

The following pages consist of forms to be used in conjunction with this IFB.

<b>Payment Terms</b>	Enter Prompt Payment Discount Terms*
<b>Price Proposal / Bid Schedule</b>	Proposers should fill out the Price Proposal form and submit with their Proposal.
<b>Declarations, Offer, and Acceptance</b>	Proposers should fill out and sign the Declarations, Offer, and Acceptance form, and submit with their Proposal. (Note: This is a separate additional signature line than the Offer signature)

\*Discounts will be calculated from the date of final receipt of the materials, or final acceptance of the services, invoiced for, or, date of receipt of the original and correct invoice, whichever is lat

**PAYMENT TERMS:**

**UTA shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Partial payment may be made on portions of the contract that are completed, fully functional and accepted by UTA as approved by the Manager of Purchasing and Materials. Unless otherwise specified herein, final acceptance will be with the specified UTA Program Manager. The Utah Transit Authority (UTA) is funded by both Local and Federal funds. Therefore, UTA is unable to allow advance or down payments.**

**Materials and/services must be received and accepted prior to payment. Payment Terms are Net 30 days after receipt and verification of invoices submitted by Contractor unless otherwise stated below.** Discounts will be calculated from the date of final receipt and acceptance of the materials or services, invoiced for, or, date of receipt of the original and correct invoice, whichever is later.

<b>PROMPT PAYMENT DISCOUNT</b>	_____ % _____ DAYS (OR) _____
------------------------------------	-------------------------------



**PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE FORM**

**A. PROPOSAL DECLARATIONS**

This Proposal is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (see Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:
- 5.

Addendum No.\_\_\_\_ Date\_\_\_\_\_ Initial.\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_ Initial.\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_ Initial.\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_ Initial.\_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

6. Further, this Proposal is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

\_\_\_\_\_  
(Contractor's Name)

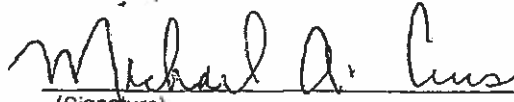
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Price Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

CRUS OIL INC  
(Contractor's Name)

  
(Signature)

2260 SO. WEST TEMPLE  
(Contractor's Address)

MICHAEL A. CRUS  
(Print Name)

SALT LAKE CITY, UT 84115  
(Contractor's Address)

PRESIDENT  
(Title)

(Contractor's Address)

87-0270513  
(Contractor's EIN)

5/21/2018  
(Date)

801-466-8783  
(Phone #)

mike@crusoil.com  
(e-mail address)

**C. UTA'S ACCEPTANCE**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the IFB and Contractor's Bid, the terms of the IFB shall govern. The effective date of the Contract is the date of the last signature on this page.

  
Lorin Simpson, Regional GM

Steve Meyer, Interim President-CEO

10/5/18  
(Date)

(Date)

  
Approved as to Form  
UTA Legal Counsel



## **PRODUCT DATA FORM**

Specifications reflect the minimum requirements of UTA. Offerors must provide product specifications and characteristics typical for each product offered. UTA reserves the right to award contracts in the best interest of UTA. Failure to indicate specifications bid and product number may render bids non-responsive. Minimum order quantities should be indicated where required; failure to state minimum order quantities shall be evaluated as none required. UTA reserves the right to test and approve all products.

As per DDC publication "7SE270 0209 Engine Requirements", Sec #3.13, PURCHASING BULK ENGINE OIL", suppliers shall follow API RECOMMENDED PRACTICE #1525 for handling bulk engine oils or an approved equal.

The successful contractor will be required to provide a one (1) quart sample of each oil to be supplied upon award of this agreement. Samples will be maintained by UTA through the contract period as a control sample.

Contracted fluids that are reformulated during the term of this agreement and are to be supplied as a replacement for the agreed upon fluids must meet all specifications listed within this agreement. In addition to the replacement fluid specifications being equal to the specifications listed herein, a one (1) quart sample of the reformulated product must be submitted to UTA for approval, and, must be accepted as a replacement fluid by UTA, prior to the delivery of any such product for use at UTA.

Offerors must provide training for UTA personnel a minimum of two (2) sessions each year. Training will be approximately eight (8) hours each session and will instruct in lubrication and coolant. The actual content of the training will be determined as the needs of UTA personnel are assessed.

Attached Minimum Specifications:

SAE 15W-40 ENGINE OIL, PREMIUM GRADE

5W-40 ENGINE OIL, HIGH PERFORMANCE, PREMIUM GRADE, SYN

UNIVERSAL, OR MULTI-VEHICLE TRANSMISSION FLUID

FORD APPROVED GO-5 COOLANT, 50/50 PRE-MIXED

GENERAL MOTORS APPROVED DEXCOOL COOLANT, 50/50 PRE-MIXED

DIESEL EXHAUST FLUID



**Minimum Specifications for:**

**SAE 15W-40 Engine Oil, Premium Grade**

The SAE 15W-40 engine oil must be manufactured from not less than a Group II/Group III virgin base oils. This engine oil must also meet or exceed the following performance standards or requirements: ACEA 7, ACEA 9, Allison TES-439, API CI-4, API CI-4 Plus, API CJ, API CK, API SM, API SN, Cummins CES 20086, Mack Eos-4.5, Detroit Diesel 93K218, Detroit Diesel 93K222, Caterpillar ECF-3, JASO DH-2, and MTU Category 2.1.

A Manufacturer's Specification Sheet or a Product Information Sheet must accompany each bid. The Specification Sheet or Product Sheet must indicate if the fluid submitted for consideration has OEM approvals for the above listed fluid. It must also list the typical physical properties of the fluid as found during a routine analysis of the fluid.

In addition to the above listed requirements, the typical physical properties of the engine oil submitted for consideration must also be equal to, or exceed, the following specifications:

- |  |              |
|--|--------------|
| 1. CCS at ~20°C not to exceed 6500 cP        | ASTM D5293   |
| 2. Viscosity at 40°C not to exceed 118 cSt   | ASTM D445    |
| 3. Viscosity at 100°C not less than 15.2 cSt | ASTM D445    |
| 4. Specific Gravity of 0.876 or greater      | ASTM D4052   |
| 5. Pour point at ~30°C minimum               | ASTM D97     |
| 6. TBN of not less than 10                   | ASTM D2896   |
| 7. Flash Point of not less than 225°C        | ASTM D92-05A |
| 8. Noack Volatility % off less than 12.2     | ASTM D5800   |
| 9. VI of not less than 134                   | ASTM D2270   |
| 10. HT/HS viscosity of not greater than 4.3  | ASTM D4683   |
| 11. Ash not to exceed 1.0%                   | ASTM D874    |
| 12. MRV at ~25°C not to exceed 20,000 cP     | ASTM D4684   |

**Minimum Specifications for:**

**5W-40 Engine Oil, High Performance, Premium Grade, Synthetic**

The SAE 5W-40 engine oil must be manufactured from not less than a Group III virgin base oils. This engine oil must also meet or exceed the following performance standards or requirements: API CI/CI plus, API CJ-4, API CK-4, API SM, API SN, ACEA E7, ACEA E9, Chrysler MS-10902, Cummins CES 20086, Mack EO-0, Mack EO-4.5 Premium Plus, Detroit Diesel 93K218, Detroit Diesel 93K222, Ford Wss-M2c171-F1, MB 228.31, Caterpillar ECF-3/2/1a, DDC 2000/4000 Series Type2/Type1, and MTU Category 2.1, 2, and 1.

A Manufacturer's Specification Sheet or a Product Information Sheet must accompany each bid. The Specification Sheet or Product Sheet must indicate if the fluid submitted for consideration has OEM approvals for the above listed fluid. It must also list the typical physical properties of the fluid as found during a routine analysis of the fluid.

In addition to the above listed requirements, the typical physical properties of the engine oil submitted for consideration must also be equal to, or exceed, the following specifications:

- |   |              |
|---|--------------|
| 1. CCS at -30°C of not greater than 6300 cP     | ASTM D5293   |
| 2. Viscosity at 40°C of not greater than 90 cSt | ASTM D445    |
| 3. Viscosity at 100°C of not less than 14.3 cSt | ASTM D445    |
| 4. Specific Gravity of 0.850 or greater         | ASTM D4052   |
| 5. Pour point at -40°C min                      | ASTM D5920   |
| 6. TBN not less than 10                         | ASTM D97     |
| 7. Flash Point of not less than 230°C           | ASTM D92-05A |
| 8. Noack Volatility % off less than 12.2        | ASTM D5800   |
| 9. VI of not less than 166                      | ASTM D2270   |
| 10. HT/HS cP at 150° C of 4.0                   | ASTM D4683   |
| 11. Ash not to exceed 1.0 %                     | ASTM D874    |

## **Minimum Specifications for:**

### **Universal, or Multi-Vehicle Transmission Fluid**

This Universal, or Multi-Vehicle Transmission Fluid must be manufactured from a premium grade full synthetic basestock. This transmission fluid must also meet or exceed the following performance standards or requirements: Mercon, Mercon V, Mercon SP, Mercon LV, Dexron II, Dexron III, Dexron VI, Allison C4, Allison TES389, JASO 1A, Voith G607, Voith G1363, Mopar AS68RC, Toyota type T, Toyota type T-III, Toyota type T-IV, Toyota type WS, and the ZF TE-ML 14B, TE-ML 16L, and TE-ML 17C.

In addition to the above listed requirements, the typical physical properties of the transmission fluid submitted for consideration must also be equal to, or exceed, the following specifications:

- |  |            |
|--|------------|
| 1. Color: Red  | ASTM 7     |
| 2. Brookfield Viscosity at ~40°C not greater than 12000 cP | ASTM D2983 |
| 3. Viscosity at 40°C of not greater than 30.0 cSt          | ASTM D445  |
| 4. Viscosity at 100°C of not less than 6.0 cSt             | ASTM D445  |
| 5. Specific Gravity of 0.84 or greater                     | ASTM D1298 |
| 6. Pour point at ~50°C min                                 | ASTM D92   |
| 7. Flash Point of not less than 200°C, COC                 | ASTM D92-  |
| 8. VI of not less than 160                                 | ASTM D2270 |

A Manufacturer's Specification Sheet or a Product Information Sheet must accompany each bid. The Specification Sheet or Product Sheet must indicate if the fluid submitted for consideration has OEM approvals for the above listed fluid, or if the Manufacturer has determined the suitability of the fluid for use in replacing each of the OEM recommended fluids listed above.

In addition a letter must accompany each bid which states the fluid submitted will not void the OEM Warranty, and, that in the event of a failure in which the OEM will not honor the Warranty solely based on the use of the Universal, or Multi-vehicle fluid, the Manufacturer of the Universal, or Multi-Vehicle transmission fluid shall honor the OEM warranty, regardless of the cause of the failure. The letter shall also state that the fluid Manufacturer shall repair or replace any transmission that is not under Warranty and fails to operate properly as a result of using the fluid that they have submitted for bid and have recommended for use in any transmission where the OEM has recommended the use of the above listed fluid(s).

**Minimum Specifications for:**

**Ford Approved GO-5 Coolant, 50/50 pre-mixed**

Delivered coolant solution shall be as follows:

A 50/50 mixture, by volume, of HOAT antifreeze to deionized water. It shall be a low silicate, phosphate free solution containing a bittering agent, and shall be yellow in color.

Coolant shall meet or exceed the ASTM D3306, ASTM D6210 and TMC RP329 specifications for fully formulated heavy-duty engine coolants. Coolant delivered in Factory sealed containers shall have an average shelf life of not less than three years. Coolant shall have no adverse effect on metals, non-metals, or on the vehicle finish.

In addition to the above listed requirements, the typical physical properties of the engine coolant submitted for consideration must also be equal to, or exceed, the following specifications:

1. Ford Approval		WSS-M97B51-A1
2. Chrysler Approval		MS9769
3. Cummins Approval		14603
4. Detroit Diesel Approval		7SE298
5. GM Approval		1825M
6. GM Approval		1899M
7. John Deere		JDM H24
8. MAN		3.3.7
9. MTU Approval		5048MTU
10. Aluminum Pump Corrosion Test, ASTM rating of 8 or greater		ASTM D2809-09
11. Boil point, 50/50, F°/C°	226°/107°	ASTM D1120
12. pH, 50/50 v/v	7.9 – 8.3	ASTM D1278
13. Chlorides	<25ppm	ASTM D3634
14. Ash content, mass	2.5%	ASTM D 1119
15. Foam	pass	ASTM D1881
16. Freeze point, 50/50 v/v F°/C°	-34/-36	ASTM D1177
17. Reserve Alkalinity, 50/50 v/v	5.0	ASTM D1121
18. Glassware Corrosion Test	pass	ASTM D1384
19. Simulated Service Test	pass	ASTM D2570
20. Hot Surface Corrosion	pass	ASTM D4340

## Minimum Specifications for:

### Diesel Exhaust Fluid (DEF)

The Diesel Exhaust Fluid shall be a 32.5% Selective Catalytic Reduction grade Urea solution. It shall be a colorless liquid with a slight ammoniac odor that is miscible in water.

The Diesel Exhaust Fluid shall meet AUS 32, ISO 22241-1, and DIN 70070 specifications and must be API Certified. Verification that the Diesel Exhaust Fluid meets all listed specifications must be submitted with the bid.

In addition to the above listed requirements, the typical physical properties of the Diesel Exhaust Fluid submitted for consideration must also be equal to, or exceed, the following specifications:

	<u>Min</u>	<u>Max</u>	
Density at 20°C	1.0870	1.0930	g/cm <sup>3</sup>
Refracting index at 20°C	1.3814	1.3843	
pH	9.8	10	[Conc. (%w/w): 10%]
Alkalinity as NH <sub>3</sub>		0.2	% by weight
Biuret		0.3	% by weight
Aldehyde		5	mg/kg
Insoluble matter		20	mg/kg
Phosphate		0.5	mg/kg
Calcium		0.5	mg/kg
Iron		0.5	mg/kg
Copper		0.2	mg/kg
Zinc		0.2	mg/kg
Chromium		0.2	mg/kg
Nickel		0.2	mg/kg
Aluminum		0.5	mg/kg
Magnesium		0.5	mg/kg
Sodium		0.5	mg/kg
Potassium		0.5	mg/kg
Boiling/Condensation point		Decomposition temperature: 100°C (212°F)	
Melting/Freezing Point		-11.5°C (11.3°F)	
Density (g/cm <sup>3</sup> )		1.09 g/cm <sup>3</sup> [20°C (68°F)]	
Vapor Pressure		6.4 kPa (48mm Hg) at 40°C (104°F)	

## Minimum Specifications for:

### General Motors Approved Dexcool Coolant, 50/50 pre-mixed

Delivered coolant solution shall be as follows:

A 50/50 mixture, by volume, of OAT antifreeze to deionized water. This coolant mixture shall contain a bittering agent, and shall be orange in color. This coolant must not contain silicate, phosphate, borates, nitrates, nitrites, or amines.

This coolant mixture shall have no negative effect on metals, non-metals, or the vehicle finish, and shall have an average useful service life of 5 years or 150,000 miles. Coolant delivered in Factory sealed containers shall have an average shelf life of not less than five years.

Coolant shall meet or exceed the ASTM D3306 specification engine coolants.

Coolant shall meet or exceed the ASTM D4985 specification engine coolants.

In addition to the above listed requirements, the typical physical properties of the 50/50 pre-mix coolant submitted for consideration also be equal to, or exceed, the following specifications:

1. Navistar		CEMS B-1 Type IIIA
2. Ford Approval		WSS-M97B44D
3. GM Approval		6277M
4. SAE		J1034
5. SAE		J1941
6. TMC		RP-302B
7. Aluminum Pump Corrosion Test	8	ASTM D2809-09
8. Boil point, 50/50, F°/C°	226°/107°	ASTM D1120
9. pH, 50/50 v/v	8.4 min	ASTM D1287
10. Chlorides	<25ppm	ASTM D3634
11. Ash content, mass	2.5%	ASTM D1119
12. Foam	pass	ASTM D1881
13. Freeze point, 50/50 v/v °F/°C	~34/~36	ASTM D1177
14. Reserve Alkalinity not less than 4.5		ASTM D1121

15. Glassware corrosion test	pass	ASTM D1384
16. Simulated Service Test	pass	ASTM D2570
17. Hot Surface Corrosion	pass	ASTM D4340
18. Ford pitting test of not greater than 135		FLTM BL5-1
19. Cavitation –erosion/corrosion	pass	ASTM D2809

A Manufacturer's Specification Sheet or a Product Information Sheet must accompany each bid. The Specification Sheet or Product Sheet must indicate if the fluid submitted for consideration has OEM approvals for the above listed fluid or if the Manufacturer has determined the suitability of the fluid for use in replacing the OEM recommended standards listed above.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE EXECUTION OF A FEDERAL AID GRANT  
AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION TO  
PROVIDE FUNDING FOR THE SPRINGVILLE SHARP/TINTIC RAILROAD  
CONNECTION PROJECT**

R2018-10-08

October 25, 2018

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’s Board of Trustees (“Board”) passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority (“Resolution”); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 or more after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the Authority has received a request from the Utah Department of Transportation (“UDOT”), Springville City and Spanish Fork City (collectively the “Stakeholders”) to be the lead with respect to a project to construct new rail improvements and to realign existing rail improvements (the “Project”) so as to connect the Authority’s Sharp Subdivision Rail Corridor and Tintic Industrial Lead Rail Corridor; and

WHEREAS, the Project will: (i) enhance safety by eliminating several existing at-grade rail crossings on the Tintic Industrial Lead; and (ii) facilitate a future southern expansion of the FrontRunner commuter rail system; and

WHEREAS, as part of the Project, UDOT and the Authority will enter into a federal aid grant agreement in the form attached as Exhibit A; and

WHEREAS, pursuant to the federal aid grant agreement, the Authority will receive up to \$5,151,222 in federal grant funds to be applied toward the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the “Board”):

1. That the Board hereby authorizes the Executive Director to execute the federal aid grant agreement in substantially the same the form as that attached as Exhibit A.



2. That the authorization granted to the Executive Director is subject to the execution of a separate agreement(s) with UDOT, Springville City and Spanish Fork City: (i) providing for the equitable allocation of the \$441,778 local match obligation that will apply to the federal aid grant agreement; and (ii) committing such other entities to provide the agreed portion of the local match obligation.
3. That the Authority's maximum financial obligation to the Project (net of the in-kind labor contributions, federal grant funds and the local match funding to be provided by UDOT, Springville City and Spanish Fork City) will not exceed \$200,000, unless additional budget authorization is obtained from the Board.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the federal aid grant agreement with UDOT.
5. That the corporate seal be attached hereto.

Approved and adopted this 25<sup>th</sup> day of October 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25<sup>th</sup> day of October, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A

## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 10/25/2018

**Action Requested:** Motion to forward the contract to the Board for approval

**Criteria:** Contract is > \$1,000,000

---

---

<b>Contract #:</b>	18-2899	<b>Contract Title:</b>	Springville Sharp/Tintic Railroad Connection Project
--------------------	---------	------------------------	--

<b>Project Manager:</b>	Grey Turner	<b>Contract Administrator:</b>	Brian Motes
-------------------------	-------------	--------------------------------	-------------

---

---

<b>Impacted Areas:</b>	Capital Development	<b>Included in budget?</b>	Yes
------------------------	---------------------	----------------------------	-----

<b>Procurement method:</b>	Revenue Contract	<b>Contractor:</b>	Utah Department of Transportation (UDOT)
----------------------------	------------------	--------------------	--

<b>Sole-Source Reason:</b>	N/A	<b>Total Contract Value</b>	
		<b>Qty &amp; Unit price</b>	\$ 5,553,000

<b>Contract term (Months)</b>	TBD	<b>Contract options (Months)</b>	N/A
-------------------------------	-----	----------------------------------	-----

<b>Contract start date:</b>	11/1/2018	<b>Contract end date:</b>	12/31/2019
-----------------------------	-----------	---------------------------	------------

<b>Number of responding firms:</b>	N/A	<b>Next Lowest Bidder:</b>	N/A
------------------------------------	-----	----------------------------	-----

---

---

**Detailed Description & Purpose:**

The southern portion of UTA's existing FrontRunner system has been constructed in the Sharp Railroad Corridor. South of the existing FrontRunner system, UTA owns a 20-foot wide portion of the Sharp Corridor for a distance of approximately 6.5 miles. UTA also owns the entire width of the separate Tintic Corridor, which runs roughly parallel. The Tintic Corridor continues southward into Payson.

Currently, there is no connection between the Sharp Corridor and the Tintic Corridor. Local stakeholders have proposed a construction project that would build new trackwork connecting the Sharp Corridor to the Tintic Corridor. The new trackwork would be constructed near the end point of UTA's ownership of the Sharp Corridor, and allow for the future expansion of the FrontRunner system to the south.

The project would allow for the closure of five existing at-grade crossings currently located on the northern end of the Tintic Corridor.

Springville City and Spanish Fork both have an interest in realigning existing freight track to correspond with city master plans and facilitate future development. To finance the project, Springville City has applied for approximately \$5.5 million in federal funding programmed by Mountainland Association of Governments and administered through UDOT. The grant has been approved. Springville City has requested that UTA manage the project, given UTA's railroad construction experience. This will require UTA to assume the role of grantee with respect to the federal funding.

The contract is a grant agreement between UDOT and UTA for the project. The grant has a local match obligation of approximately \$441,000. UTA, UDOT, Springville City and Spanish Fork City have all agreed to contribute a portion of the local match obligation. UTA's contribution will be in the form of in-kind management labor services.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

---

---

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

Other attachments? (list)

---

---



# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
 Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

- 1) Contract/P.O. No. **18-2899** (Assigned by Purchasing) Contract Administrator: **Brian Motes**  
 Project Manager: **Grey Turner**
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 E. Option  F. Other *Service*  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: **Revenue Contract**
- 4) Contract Title **Springville Sharp/Tintic Railroad Connection Project**
- 5) Description / Purpose (of contract or project) **Utah Department of Transportation (UDOT) Federal Aid Grant Agreement**
- 6) Contractor Name **UDOT**
- 7) Effective Dates Beginning: **Execution** Ending: **12/31/19**
- 8) Option to renew?  Yes  No Renewal terms **N/A**

## FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **5,553,000.00**  
 9a) Current Contract Value: \$ **5,553,000.00**  
 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? **N/A**

- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code **TBD** Capital Project Code **TBD**
- 12) Budgeted?  Yes  No Budget amount: \$ **5,553,000.00**
- 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	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<b>BWS</b>	<u>Barb Simmons</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<b>BWS</b>	<u>Bryan Steele</u>

## 16) Approval Signatures

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GT</b>	<u>Grey Turner</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>MDL</b>	<u>Mary DeLoreto</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>DC</b>	<u>D. Eddy Cumins</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



**State of Utah  
Department of Transportation**

<b>Federal Aid Agreement for Local Agency Project</b> CFDA No. 20.205 Highway Planning and Construction	Utah Transit Authority - Mary Deloretto	<b>Maximum Project Value Authorized</b>  \$5,553,000
PIN Number 14988 FINET Number 54863 FMIS Number F012378	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	<b>Agreement Number</b> (Assigned By Comptrollers)  <b>Date Executed</b>

This Agreement is entered into this \_\_\_\_\_ by and between the Utah Department of Transportation ("UDOT") and Utah Transit Authority "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Springville Sharp/Tintic RR Connection, located at Utah Transit Authority and identified as project number F-LC49(169);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

**State Wide Transportation Improvement Program STIP 2019 - 2022**

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL GOVT	\$0	\$16,483	\$284,851	\$0	\$0	\$301,334	\$0	\$0	\$301,334	100.00%
R/H HZ EL90S	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
R/H HZ ELM90	\$0	\$270,000	\$450,000	\$0	\$0	\$720,000	\$720,000	\$0	\$0	.00%
STP URB P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST MATCH	\$0	\$31,118	\$69,326	\$0	\$0	\$100,445	\$0	\$100,445	\$0	.00%
<b>Total:</b>	<b>\$0</b>	<b>\$559,999</b>	<b>\$4,993,001</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,553,000</b>	<b>\$5,151,222</b>	<b>\$100,445</b>	<b>\$301,334</b>	<b>5.43%</b>

## **AGREEMENT**

Now, therefore, the parties agree as follows:

**I. Description of the Project.**

**II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
  - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
  - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
  - 4. Prepare and process the federal aid agreement before project initiation.
  - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
  - 6. Assist the local agency to process and approve Consultant Pay Requests.
  - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
  - 8. Coordinate to ensure ongoing communication with the local project sponsor.
  - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
  - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
  - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
  - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
  - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
  - 14. Coordinate the UDOT project closeout process.

**III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

**A. The Local Agency shall assign a representative to serve as the Local Project Manager to:**

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
  - a. Consultant and professional services used on the Project.
  - b. The Local Agency shall recommend and approve consultant pay requests.
  - c. Project scope, schedule, budget, and quality.
  - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
  - e. Coordination with the assigned UDOT Project Manager.
  - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
  - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
  - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):



- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
  - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
  - 3) Ensure NEPA Environmental clearances and approvals are obtained.
  - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
  - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
  - 6) Ensure construction standards and specifications are met.
  - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
  - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
  - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
  - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
  - n. Approve the final advertising package and obtain local signature approval advertisement.
  - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
  - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
  - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
  - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
  - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
  - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
  - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

**IV. Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$5,553,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary Deloretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.Deloretto@rideuta.com), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

**V. Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

**VI. Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

**VII. Project Authorization for Federal Aid.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

**VIII. Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

**IX. Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

**X. Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

**XI. Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

**XII. Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

**XIII. Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

**XIV. Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

**XV. UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

**XVI. Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

**XVII. Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

**XVIII. Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

**XIX. Content Review**

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

**LOCAL AGENCY**

By \_\_\_\_\_

Date \_\_\_\_\_  
Utah Transit Authority Official

**Utah Department of Transportation**

By \_\_\_\_\_  
Region Director

Date \_\_\_\_\_

**UDOT Comptroller**

By \_\_\_\_\_  
Comptroller's Office

Date \_\_\_\_\_

Approved As To Form

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



**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
ENGINEERING SERVICES**

**TODAY'S DATE** 10/10/2018  
**PM REQUEST DATE** 10/10/2018

**FEDERAL AID  
AGREEMENT NO.**

**Project No.:** F-LC49(169) **PIN No.:** 14988  
**PIN Description:** Springville Sharp/Tintic RR Connection **FINET Prog Code No.:** 54863

<b>UDOT Project Manager</b>	<b>UDOT Contract Administrator</b>
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

<b>Local Government</b>
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

<b>Project Value</b>	<b>\$5,553,000</b>
<b>Federal Match</b>	<b>\$5,151,222</b>
<b>Local Government Match</b>	<b>\$301,334</b>
<b>State Match</b>	<b>\$100,445</b>

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.