



PUBLIC HEARING:
2019 Bond Refunding, Restructuring and
New Money Issuance
AND
Regular Meeting of the
Board of Trustees of the Utah Transit Authority
Wednesday, October 30, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms

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| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. PUBLIC HEARING: 2019 Bond Refunding, Restructuring and New Money Issuance | Chair Carlton Christensen |
| 5. Public Comment Period | Bob Biles |
| 6. Approval of October 23, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 7. Agency Report
a. Delegated Capital Project Update: UVX Program
Change Order 210 for Extended Overhead Costs | Carolyn Gonot |
| 8. R2019-10-06 Resolution Approving the Amended Charter for the Committee on Accessible Transportation | Trustee Kent Millington |
| 9. R2019-10-07 Resolution Ratifying the Adoption of the Tentative 2020 Budget | Carolyn Gonot
& Bob Biles |
| 10. R2019-10-08 Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Central Wasatch Commission to Provide Increased Bus Service to Big Cottonwood and Little Cottonwood Canyons for the 2019-2020 Winter Season | Mary DeLoretto,
Laura Hanson, &
Lorin Simpson |

- | | |
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| <p>11. R2019-10-09 Resolution Authorizing the Purchase of Real Property and Settlement Agreement with Carillon Square LLC and Midland National Life Insurance Company (Parcels 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, 154:PUE)</p> | <p>Paul Drake</p> |
| <p>12. R2019-10-04 Amended Resolution Approving a Fifth Amendment to the Authority’s 2019 Budget</p> | <p>Carlton Christensen</p> |
| <p>13. Contracts, Disbursements and Grants</p> | |
| <p>a. Change Order: 10 Transit and 9 Canyon Service Buses (Gillig)</p> | <p>Eddy Cumins</p> |
| <p>b. Pre-procurements</p> | <p>Todd Mills</p> |
| <p> i. Holiday Gift Cards for UTA Employees</p> | |
| <p> ii. Electronic Voucher System Development, Testing, and Demonstration</p> | |
| <p>14. Service and Fare Approvals</p> | |
| <p>a. Complimentary Service for Vineyard FrontRunner Site Tour</p> | <p>Kensey Kunkel</p> |
| <p>b. Complimentary Service for Central Corridor Transit Study Tour</p> | <p>Kensey Kunkel</p> |
| <p>c. South Salt Lake County Microtransit Pilot Fares</p> | <p>Jaron Robertson &
Andrea Packer</p> |
| <p>15. Discussion Items</p> | |
| <p>a. Community Relations and School Programs</p> | <p>Andrea Packer &
Sam Aramburu</p> |
| <p>16. Other Business</p> | <p>Chair Carlton Christensen</p> |
| <p>a. Next meeting: November 6, 2019 at 9:00 a.m.</p> | |
| <p>17. Adjourn</p> | <p>Chair Carlton Christensen</p> |

Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com. To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

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

**If there is a train near, don't give in to fear,
just remember that the trains cannot steer.**





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: October 30, 2019

SUBJECT:	Public Hearing on Proposed 2019 Bond Refunding, Restructuring and New Money Issuance
AGENDA ITEM TYPE:	Public Hearing
RECOMMENDATION:	Conduct the Public Hearing
BACKGROUND:	<p>In its meeting of October 9, the Board of Trustees passed R2019-10-03 authorizing up to \$540,000,000 of its Sales Tax Revenue and Refunding Bonds to finance the costs of the design, acquisition and construction of capital improvements and related equipment, property and improvements, refund outstanding bonds, fund a debt service reserve fund, if needed, and pay the cost of issuing the Bonds. Parameters include:</p> <ul style="list-style-type: none">• No more than \$75,000,000 for new improvements• Bear interest at a rate of not to exceed 5.0% per annum• Mature not more than 26 years from date or dates of the bonds• Sold at a price of not less than 98% of the total principal amount
DISCUSSION:	<p>By issuing the refunding bonds, UTA intends to achieve net present value savings and restructure the bonds to lower the maximum annual debt service for UTA's debt portfolio. UTA intends to issue the bonding required to finance certain capital items in its five-year capital plan, take advantage of low interest rates, and achieve lower overall issuance costs.</p> <p>Prior to opening the public hearing, Zions Public Finance, UTA's financial advisor, Wells Fargo, the bond underwriter, and UTA's Treasurer will provide an update on current market conditions.</p>

POSTED TO PUBLIC NOTICE WEBSITE 10/10/2019

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on October 9, 2019, the Board of Trustees (the “Board”) of the Utah Transit Authority (the “Authority”) adopted a resolution (the “Resolution”) approving the issuance of its Sales Tax Revenue and Refunding Bonds (the “Bonds”) (to be issued in one or more series and with such additional series designations and titles as may be determined by the Board) and has called a public hearing to receive input from the public with respect to the issuance of the Bonds.

The issuance of the Bonds is subject to approval of the State Bonding Commission.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on Wednesday, October 30, 2019, at the hour of 9:00 a.m. The location of the public hearing is at the UTA Frontline Headquarters, 669 West 200 South, in Salt Lake City, Utah. The purpose of the meeting is to receive input from the public with respect to (i) the issuance of the Bonds and (ii) any potential economic impact that the improvements, facility or property financed in whole or in part with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING BONDS

The Authority intends to issue the Bonds for the purpose of (i) financing a portion of the costs of the design, acquisition and construction of capital improvements and related equipment, property and improvements for use in the Authority's public transit system (the “Project”), (ii) refunding outstanding bonds of the Authority, (iii) funding a debt service reserve fund, if needed, and (iv) paying costs of issuing the Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Bonds in the aggregate principal amount of not to exceed five hundred forty million dollars (\$540,000,000), to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than twenty-six (26) years from their date or dates, and to be sold at a price of not less than ninety-eight (98%) of the total principal amount thereof. The Bonds are to be issued and sold pursuant to the Resolution, either the Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (the “Senior General Indenture”) or the Subordinate General Indenture of Trust, dated as of July 1, 2006, as heretofore amended and supplemented (previously executed by the Authority) and Supplemental Indentures of Trust relating to the Bonds (collectively, the “Indenture”).

SALES TAXES AND REVENUES TO BE PLEDGED

As provided in the Indenture, the Bonds will be limited obligations of the Authority payable from certain sales taxes and revenues collected for the Authority's public transit system (the “Revenues”).

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

Other than the proposed Bonds, the Authority currently has \$2,112,076,498 of bonds outstanding (the "Outstanding Bonds") secured by the Revenues (as more fully described in the Indentures).

OTHER OUTSTANDING BONDS OF THE AUTHORITY

Additional information regarding the Authority's Outstanding Bonds may be found in the Authority's financial report (the "Financial Report") at: <http://secure.utah.gov/auditor-search/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Robert K. Biles, Chief Financial Officer, at (801) 287-3367.

TOTAL ESTIMATED COST

Based on the Authority's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds to be issued to finance the Project, if held until maturity, is \$110,747,917.

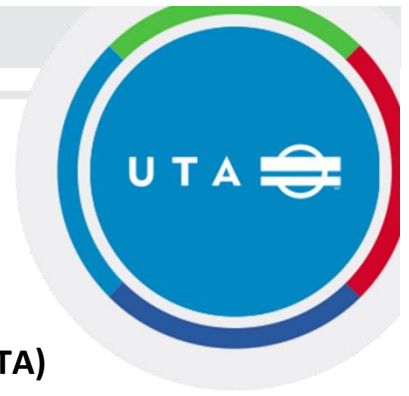
Copies of the Resolution and a form of the Indenture are on file in the principal office of the Authority at 669 West 200 South in Salt Lake City, Utah, where they may be examined during regular business hours of the Authority for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it pertains to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within the boundaries of the Authority's transit district may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters within the boundaries of the Authority's transit district are filed with the Authority during said 30-day period, the Authority shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters within the Authority's transit district file a written petition during said 30-day period, the Authority may proceed to issue the Bonds without an election.

DATED this October 9, 2019.

UTAH TRANSIT AUTHORITY

/s/ Robert K. Biles
Treasurer/Chief Financial Officer



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
October 23, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

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

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

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

Public Comment Period. No public comment was given. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

Approval of October 9, 2019 Board Meeting Minutes. A motion to approve the October 9, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report. Carolyn Gonot, UTA Executive Director, spoke about an incident that occurred last week in which a vehicle stalled on the train tracks was hit by a FrontRunner train. Utah Highway Patrol Trooper Ruben Correa pulled the driver from the vehicle just seconds before the train made impact. Ms. Gonot expressed appreciation to Trooper Correa and also

recognized Riley Nelson, the UTA operator driving the train, for taking immediate action when the danger became apparent.

Financial Report – September 2019. Bob Biles, UTA Chief Financial Officer, reviewed the September 2019 financial report, including the monthly financial dashboard, sales tax collections, taxable sales by supersectors, taxable sales growth, expense variance by mode, and expense variance by type. Discussion ensued. Questions on sales tax collections in Utah County and parts expenses were posed by the board and answered by Mr. Biles.

Third Quarter Investment Report. Mr. Biles provided a summary of the activity in the agency's investment portfolio.

Contracts, Disbursements, and Grants.

Change Order: Bus Shelter Contract Extension (Brasco International Inc.). Mary DeLoretto, UTA Acting Chief Service Development Officer, was joined by G.J. LaBonty, UTA Manager of Customer Experience. Ms. DeLoretto summarized the change order, which exercises a one-year option on a three-year contract for the placement of shelters at bus stops with demonstrated high boarding activity. She noted the stops are selected in accordance with UTA's five-year capital improvement program. Discussion ensued. Questions on high boarding activity, geographic installation of shelters, and cost of shelters were posed by the board and answered by staff. Chair Christensen suggested standardizing the shelter models to reduce maintenance costs.

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

Change Order: Paratransit/Flex Route Cutaway Vehicles (Lewis Bus Group). Eddy Cumins, UTA Chief Operating Officer, described the change order for the replacement of 25 paratransit/flex route vehicles. Discussion ensued. Questions on the inclusion of a cost pricing index in the contract and disposal of vehicles being replaced were posed by the board and answered by Mr. Cumins.

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

Pre-Procurement: Forty-Five Foot Commuter Buses. Mr. Cumins explained the agency's intent to procure buses to replace the 2002 and 2004 MCI buses. Discussion ensued. Questions on intended use for the new buses (i.e., new service vs. existing service) and competitors to MCI were posed by the board and answered by Mr. Cumins.

Discussion Items.

Agency 2020 Tentative Budget. Ms. Gonot was joined by Mr. Biles. Mr. Biles reviewed the agency's 2020 tentative budget, summarizing the changes between the draft capital and operating budgets discussed during the board's September budget work sessions and the current capital and operating tentative budgets. Discussion ensued. Questions on contingency funds and the communication plan for the public hearing on the budget were posed by the board and answered by Mr. Biles.

UTA Fare Policy Update. Monica Morton, UTA Fares Director, was joined by Nichol Bourdeaux, UTA Chief Communications & Marketing Officer. Ms. Morton provided information on the UTA fare policy, low income fare initiatives, and cost of collection models. She offered to organize a pilot program using the FAREPAY card for use by persons who are homeless or low income. Questions on fare evasion and the schedule for finalizing the UTA fare policy were posed by the board and answered by Ms. Morton. During the discussion, the trustees provided feedback to staff as staff continues to refine the agency's fare policy. Specifically, the board suggested:

- Allowing children to ride free (at least on the weekends)
- Creating a pay-as-you-go option toward the purchase of a monthly pass
- Implementing a pass or reduced fare option for people leaving the criminal justice system (this pass could fit with options in either the existing or updated fare structure)
- Minimizing the number of fare scenarios (Trustee Millington mentioned a target of five)
- Instituting a policy of leniency and education for first-time fare evaders

Ms. Bourdeaux offered to provide information to the board on fare collection and fare evasion at a future meeting.

Chair Christensen expressed support for effecting a pilot for persons who are homeless or low income. Ms. Morton committed to bring a proposal to the board for review.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, October 30, 2019 at 9:00 a.m.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to pending to reasonably imminent litigation. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 10:08 a.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board returned to open session at 10:31 a.m.

Adjournment. The meeting was adjourned at 10:32 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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/565697.html> for entire content.

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

APPENDIX

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting October 23, 2019

Received October 22, 2019:

My name is Fred Elliott and I am currently the Central Garage ATU Executive Board officer.

Several of our routes have a big problem with keeping them on time, specifically routes 33, 35, and 509. These are high ridership routes and deserve some priority. Passengers complain that these routes are consistently late. Our Operators are pushed to the limit trying to keep routes on time but are unable to do so due to traffic. Not enough buses run the route during the peak hours to keep up with demand. After speaking with several people on the management team and offering suggestions on how we can improve the service, the bottom line is that we simply do not have enough money in the budget. I am writing to you today with a plea for more money to go to operations so we can fix these routes. We owe this to our public who support our business everyday, and to our operators who are doing their best at keeping the system running on time.

These routes call for better service and the only way that we can do this is with more funds. These funds would be specifically to fix the above routes and to put several other busses into the system to help with this ongoing problem of consistently running late.

Thank you so much for your time and consideration.

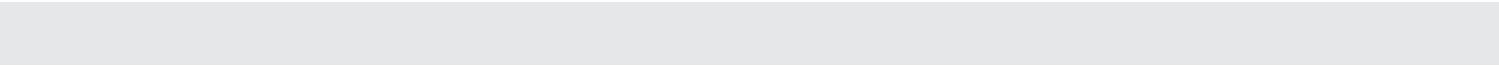


MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kenya Fail, Manager of Civil Rights Compliance
PRESENTER(S): Cherissa Alldredge, Civil Rights Compliance Officer - ADA

BOARD MEETING DATE: October 30, 2019

SUBJECT:	R2019-10-06 Resolution Approving the Amended Charter for the Committee on Accessible Transportation
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve the resolution R2019-10-06 Approving the Amended Charter for the Committee on Accessible Transportation
BACKGROUND:	<p>As articulated in Article V, Section 2 of the UTA Board of Trustees Bylaws, the CAT “. . . shall be governed by a charter authorized and approved by the Board of Trustees that is consistent with its charge as an advisory committee to the Authority . . .” According to the currently adopted Committee on Accessible Transportation (“CAT”) Charter, the Utah Transit Authority (“UTA”) formed the “CAT” to offer recommendations and assistance to UTA on accessibility issues related to UTA’s facilities, equipment, routes, plans, and programs. UTA intends the CAT to provide the mechanism to ensure participation of individuals with disabilities in the continued development and assessment of transit services to persons with disabilities. The CAT is also intended to provide broad representation of the disability and senior communities.</p>
DISCUSSION:	<p>To ensure broad representation, as well as efficient operation of the CAT Committee, it is proposed that the UTA Board of Trustees adopt an updated Charter for the CAT which incorporates the following revisions:</p> <ol style="list-style-type: none">1. Increase the number of voting CAT members from 12 to 132. Reduce the frequency of full CAT Committee meetings from bi-monthly to quarterly3. Change allowable absences from five per membership year to three4. Updates to the list of CAT member responsibilities5. Description of the subcommittees revised6. Eliminate the Vice Chair role7. Shift the responsibility of selecting new members from the full CAT Committee to the Planning and Community Outreach subcommittee.8. Move membership year start date to August 1.



	On October 21, 2019, the CAT unanimously voted in favor of the proposed edits to the CAT Charter.
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ATTACHMENTS:	1) CAT Charter – Accepted by CAT Committee (October 21, 2019)
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**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE AMENDED CHARTER FOR THE COMMITTEE ON
ACCESSIBLE TRANSPORTATION**

No. R2019-10-06

October 30, 2019

WHEREAS, the Utah Transit Authority (the “Authority”) is a large 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 Bylaws of the Utah Transit Authority authorize the Board of Trustees to create Board Committees; and

WHEREAS, the Board of Trustees of the Authority previously created the Committee on Accessible Transportation (“CAT Committee”); and

WHEREAS, the Blyaws of the Utah Transit Authority require the CAT Committee to be governed and membership determined by a charter authorized by the Board of Trustees that is consistent with its charge as an advisory committee; and

WHEREAS, the purpose of the CAT Committee is to offer recommendations and assistance to UTA on accessibility issues related to UTA’s facilities, equipment, routes, plans, and programs; and

WHEREAS, the Board of Trustees of the Authority desires to adopt an amended Charter for the CAT Committee, attached as Exhibit A.

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

1. That the Board of Trustees hereby approves the amended Charter for the Committee on Accessible Transportation, attached as Exhibit A.
2. That this Resolution and the Charter as approved shall remain in effect until amended or superseded by further resolution.

3. That this Resolution supersedes Resolution R2017-10-03.
4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 30th day of October 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

CHARTER FOR THE
COMMITTEE ON ACCESSIBLE TRANSPORTATION (CAT)
UTAH TRANSIT AUTHORITY

Updated by the CAT: October 21, 2019
Presented for UTA Board of Trustee approval: October 30, 2019

I. Purpose

The Utah Transit Authority (“UTA”) formed the Committee on Accessible Transportation (“CAT”) to offer recommendations and assistance to UTA on accessibility issues related to UTA’s facilities, equipment, routes, plans, and programs. UTA intends the CAT to provide the mechanism to ensure participation of individuals with disabilities in the continued development and assessment of transit services to persons with disabilities. The objective of the CAT is to offer advice to UTA on ways to provide access to fixed route and rail services and to complementary Paratransit service for people functionally not able to use the fixed route system. The CAT will provide broad representation of the disability and senior communities, as well as representation of UTA.

II. Membership

A. Voting members.

1. Voting members on the CAT may include:
 - i. Individuals with disabilities and parents or guardians of individuals with disabilities.
 - ii. Representatives from organizations that provide service to, or work with, individuals with disabilities.
 - iii. Advocates of and for individuals with disabilities and other appropriate individuals.
 - iv. Representatives from the senior community.
2. The CAT shall consist of no more than thirteen (13) voting members with at least one (1) voting member representing each of the following membership categories:
 - i. Blind/Visually Impaired
 - ii. Deaf/Hearing Impaired
 - iii. Physical Disabilities, including Mobility Impairments
 - iv. Intellectual, Developmental, and Learning Disabilities
 - v. Mental Health Disabilities
 - vi. Multiple Disabilities
 - vii. Seniors
 - viii. Military Veterans
3. Every effort will be made to ensure that the membership of the CAT committee also includes representatives from the various counties in which UTA provides service.
4. If there are not enough applications submitted for individuals to represent membership openings in each category, the CAT may by majority vote determine to fill the remaining open positions with individuals qualifying under one or more of categories (1) through (7), if there are such applications submitted.

- B. Non-voting members. There will be one non-voting member representing each of the following UTA positions, business units, or offices:
1. UTA Board of Trustees representative
 2. UTA Fixed Route Business Units
 3. UTA Paratransit Operations
 4. UTA Light Rail Services (TRAX)
 5. UTA Commuter Rail Services (FrontRunner)
 6. UTA Paratransit Customer Support
 7. UTA Mobility Management, which may include Travel Training personnel
 8. UTA ADA Compliance Officer as Staff Liaison to the CAT
 9. UTA Staff as Secretary to the CAT
- C. Membership Terms.
1. The term of office of voting members shall be two years, starting on August 1 and ending on the last day of July of the second year of the two-year term.
 2. A voting member may be appointed for two consecutive two-year terms.
 3. Former CAT members interested in serving additional terms on the CAT may reapply for membership after taking at least a one year leave from CAT membership.
- D. Applications for Membership. Before or during April of each year in which positions as voting members of the CAT will be available during the upcoming membership year, the UTA Staff Liaison to the CAT shall prepare and disseminate a recruitment announcement. Current CAT members are encouraged to assist in recruiting new members. CAT membership is open to individuals living in any part of UTA's service area. Applications will be posted on the UTA website and provided by the UTA staff liaison on request to interested individuals. The application form will ask for the applicant's name, address, phone number, membership category representation, and reasons for wanting to serve on the CAT. A member whose first two year term is ending must submit an application to be considered for a second term. Former CAT members who have not been voting members for at least one year and are interested in being considered again for CAT membership must also submit an application to be considered for an additional term. Applications for membership must be received and reviewed in May of each year and new members selected by the Planning & Community Outreach subcommittee in June of each year.
- E. Membership Selection. The Planning and Community Outreach Subcommittee will review the applications received, conduct interviews, and select new voting members annually to fill available positions.
- F. Attendance. Each CAT member is expected to attend all meetings and perform other assignments as directed by the CAT. If a member is absent from three meetings, either regular CAT meetings, subcommittee meetings or any combination thereof between August 1 and July 31, the individual will no longer be eligible for membership on the CAT.
- G. Election of Chairperson for Full CAT Committee. The Planning and Community Outreach subcommittee shall survey voting members in March for nominations for Chairperson. Nominations shall be accepted by the Planning and Community Outreach subcommittee until the close of business on the Friday preceding the April meeting of the full CAT committee. The Chairperson of the CAT shall be elected by secret ballot by a majority of the voting members at the April meeting of the full CAT committee. The Chairperson

may not serve in that position for more than two one-year terms or until his or her successor is elected to that position.

- H. Election of Chairperson for Each Subcommittee. Members of each subcommittee will elect a Chair during the annual CAT training held in August.
- I. Secretary. UTA shall provide a UTA employee to act as Secretary to the CAT.

III. **Members' Duties and Responsibilities**

The CAT is a non-governing advisory board that shall provide disability related consumer insight to UTA management, as well as the UTA Board of Trustees, on matters pertaining to accessible transportation services consistent with the Americans with Disabilities Act. Members shall:

- A. Promote community support for UTA's accessible transportation systems.
- B. Attend and participate in CAT meetings and accept subcommittee assignments as requested.
- C. Make recommendations for UTA policies and procedures regarding accessible transportation, as well as the CAT charter and CAT subcommittee procedures.
- D. Review UTA proposals for accessible transportation services and provide input on factors related to accessibility qualifications of proposals.
- E. Review accessibility of the fixed route bus and rails services, and provide suggestions for increased use of those services by persons with disabilities.
- F. Review appropriate use of UTA's paratransit service and provide suggestions for increased effectiveness.
- G. If needed, recommend individuals from outside of the CAT committee to study various service specifications and technical aspects of the system.
- H. Assist with the recruitment of new CAT members.
- I. Plan, attend, and participate in the annual ADA celebration.
- J. Participate in disability sensitivity training for UTA employees.

IV. **Subcommittees**

There shall be three subcommittees: Executive, Planning and Community Outreach, and Services. UTA's ADA Compliance Officer will assign members to subcommittees with consideration given to each members preferences. Annually, each subcommittee shall elect its own leadership to include at least a chairperson.

- A. Executive Subcommittee. The Executive Subcommittee consists of the chair of the full CAT committee, as well as the chair of each of the Planning and Community Outreach and Services subcommittees. The executive subcommittee will meet as needed to review goals of the CAT, to resolve membership issues, and coordinate resources to support all subcommittees.
- B. Planning and Community Outreach Subcommittee. The Planning and Community Outreach Subcommittee is responsible for CAT membership, leadership elections, planning the annual ADA celebration, and reviewing the CAT charter. This subcommittee may give advice to UTA on providing information to the general public, advocacy organizations, and others about UTA's accessible services as well as UTA's efforts to meet and exceed accessibility goals. This subcommittee will help with selecting members of the CAT, as well as the larger disability community, to participate on UTA's paratransit eligibility appeals panel and will support efforts to organize training for new panel members. This subcommittee will work with all of UTA as needed to complete subcommittee goals.

- C. Services Subcommittee. The Services subcommittee is responsible for providing feedback on all of UTA services and programs, including fixed route bus, rail, and paratransit services, as well as the general direction for UTA on issues related to accessibility. To assure accessibility, non-discrimination and program efficiency, the Services subcommittee may review and provide recommendations on a broad range of topics including: services changes (e.g., routes, stops); UTA policies and procedures; project designs; equipment and vehicles (i.e., buses and train cars); alternate funding sources; fares, including new fare cards and fare policy; service expansion; paratransit eligibility and related appeals; and other changes to UTA services and programs. The Services subcommittee is responsible for reviewing the Paratransit Riders Guide at least every three years.

V. Officers' Duties

- A. Chair. The Chairperson for the full CAT committee shall:
 - 1. Provide input on agendas for meetings of the full CAT.
 - 2. Preside at and facilitate all meetings of the CAT and Executive Subcommittee.
 - 3. Ensure that all recommendations of the CAT are shared.
 - 4. Be the spokesperson for the CAT.
 - 5. Give general direction to the work of the CAT.
 - 6. With support from the ADA Compliance Officer, oversee the work of developing annual subcommittee goals and evaluating progress toward these goals.
 - 7. Report significant CAT accomplishments to the UTA Board of Trustees on an annual basis.
 - 8. Perform other duties as directed by the CAT with concurrence of UTA.
- B. Subcommittee Chairs. The chair of each subcommittee shall:
 - 1. Provide input on agendas for subcommittee meetings.
 - 2. Preside at and facilitate subcommittee meetings.
 - 3. Ensure that all subcommittee recommendations are shared in full CAT committee meetings.
 - 4. Preside at and facilitate meetings at which the Chair of the full CAT committee is not present.
 - 5. Serve as the interim Chair of the CAT in cases where the individual elected to be the Chair of the CAT can no longer serve as the Chair.

VI. UTA Staff Liaison

- A. The UTA ADA Compliance Officer will be the UTA staff representative ("Staff Liaison") to work directly with the CAT.
- B. The Staff Liaison may engage other UTA staff or delegate assignments as necessary to other UTA staff, but the Staff Liaison is the primary point of contact for UTA and will maintain all responsibility for management, direction, and oversight of the CAT.
- C. The Staff Liaison will be responsible for all correspondence with CAT members including but not limited to preparing meeting agendas, taking meeting minutes, arranging for meeting space and meals as necessary.
- D. The Staff Liaison will be responsible to provide timely reports and feedback to the CAT on all subjects, tasks, and projects which the CAT has been asked to engage.

- VII. Executive Director Participation.** The UTA Executive Director or his or her designee will meet with the CAT at least one (1) time annually to give an update on the state of UTA.

VIII. Board of Trustees Participation

The ADA Compliance Officer will invite members of the UTA Board of Trustees to attend all full CAT Committee meetings, as well as the annual ADA Celebration. The specific Board member who will attend meetings and the ADA Celebration will be determined based on Board member schedules and will be coordinated by the Director of Strategic Board Operations, or his or her designee. Board members who attend full CAT meetings are encouraged to share information regarding Board activities or decision which may be of interest to members of the CAT.

IX. Meetings

- A. Open Meetings. All meetings of the full CAT committee, as well as subcommittee meetings, will be held in accordance and consistent with the Utah Open and Public Meetings Act, Utah Code Annotated §54-4-2016. The CAT training held in August of each year is not considered an open meeting, nor are interviews conducted with potential new CAT members.
- B. Schedule.
 1. The full CAT will meet quarterly in January, April, and October on the second Monday of the month at the UTA Administration Offices at Frontline Headquarters (FLHQ), 669 West 200 South, Salt Lake City, Utah, unless another date or location is otherwise agreed to by the CAT and UTA. Meetings will start at 12:30 pm and will last for two hours. In-person attendance is required for voting CAT members. The annual ADA celebration held each year in July will take the place of a full CAT committee meeting for the month of July.
 2. Subcommittee meetings will generally take place monthly from September to June of each membership year. The date and time of subcommittee meetings will be established each year during the annual CAT training in August based on subcommittee member availability. Participation in subcommittee meetings can take place either in-person or via conference call.
 3. New and returning CAT members will participate in a day-long training session on the second Monday in August of each year.
- C. Agenda.
 1. The UTA Staff Liaison to the CAT will prepare and email a proposed agenda to the Chair of the full CAT committee or subcommittee at least seven calendar days prior to the next scheduled meeting of the full CAT committee or subcommittee.
 2. Upon approval by the Chair, a draft agenda will be emailed to the members of the full CAT committee or subcommittee at least four days prior to the next scheduled meeting.
 3. The final agenda for the next scheduled meeting of the full CAT committee or subcommittee will be publicly noticed at least three days prior to the next scheduled meeting.
- D. Rules of Order. Business of the CAT shall be transacted in accordance with *Roberts Rules of Order, Newly Revised*.
- E. Quorum. A majority of all voting members of the CAT must be present to constitute a quorum for the transaction of business. No business of the CAT shall be transacted except at a meeting at which a quorum is present. If less than a quorum of the CAT is present, a majority of those present may vote for adjournment.

- F. Minutes. The Secretary to the CAT will prepare minutes of each meeting. A draft of the minutes will be sent to the CAT members following the meeting. Corrections to the minutes will be accepted at the next meeting.
- G. Alternate Format. Every effort will be made to have all documents, including agendas, minutes, and handouts provided in the appropriate and requested alternate format as requested by a CAT member. The alternate format will be provided at least three days prior to a meeting.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: October 30, 2019

SUBJECT:	R2019-10-07 Resolution Ratifying the Adoption the Tentative 2020 Budget
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2019-10-07 Ratifying the Adoption the Tentative 2020 Budget
BACKGROUND:	Each year, the Board establishes a tentative budget for the next year and sets a public hearing at which interested parties may comment upon the tentative budget.
DISCUSSION:	<p>This resolution provides for the adoption of the 2020 tentative budget and sets a public hearing on November 19, 2019 at 6:00 p.m. at the Golden Spike Rooms of the Frontline Headquarters Building at 669 West 200 South in Salt Lake City.</p> <p>Upon approval, the 2020 Tentative Budget will be mailed to the governor’s office, mayors, commissioners, metropolitan planning organizations, and others. It will also be made available to the public on UTA’s website and will be open for comment throughout the public comment period. The 30-day public comment period will conclude on November 30, 2019 with all comments provided to the Trustees.</p> <p>On November 20, 2019, the Local Advisory Council will be given the opportunity to review the 2020 Tentative Budget and provide their advice to the Board of Trustees.</p> <p>The 2020 Final Budget will be reviewed at the December 11 Board of Trustees meeting with adoption scheduled for the December 18, 2019 Board of Trustees meeting.</p> <p>Summary information about the 2020 Tentative Budget is provided in the chart below. More detail is provided in the 2020 Tentative Budget book.</p>

	Operating	Capital	Total
Beginning Balance	\$166,577,000	\$120,246,000	\$286,823,000
Revenues	490,960,000	86,819,000	577,779,000
Expense	(452,848,000)	(190,549,000)	(643,397,000)
Transfer to Capital	<u>(18,427,000)</u>	<u>18,427,000</u>	<u>0</u>
Ending Balance	<u>\$186,262,000</u>	<u>\$34,943,000</u>	<u>\$221,205,000</u>

Exhibit A-1 provides summary information for the operating and capital budgets. Exhibit A-2 provides summary information for the operating budget by Chief Executive. The Budget Book – 2020 Tentative Budget provides detailed information for the operating and capital budgets.

ALTERNATIVES:

Under Utah Code Section 17B-1-702 there are certain actions which must be taken in a certain sequence. A large transit district must provide those to whom it sends the tentative budget, 15 days to return a signed signature sheet. If an entity does not return the signature sheet by then, a large transit district must contact those entities which haven't responded and advise them of the date of the public hearing. If this resolution is not adopted today, the public hearing date would have to be set approximately 3 weeks after the 2020 Tentative Budget resolution is adopted.

FISCAL IMPACT:

Approving the 2020 Tentative Budget is a crucial step. Should there be a delay in adopting the 2020 Final Budget until 2020, the 2020 Tentative Budget allows the agency to continue its operations until the 2020 Final Budget is approved.

ATTACHMENTS:

- 1) Resolution R2019-10-07
- 2) Exhibit A-1
- 3) Exhibit A-2
- 4) 2020 Budget Public Notice Hearing
- 5) Budget Book - 2020 Tentative Budget (available on October 30th at the Board Meeting and on Utah's Public Notice Website)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY RATIFYING THE ADOPTION OF THE TENTATIVE 2020 BUDGET**

R2019-10-07

October 30, 2019

WHEREAS, the Utah Transit Authority (the "Authority") is a large 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; and

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 Utah 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 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 2020 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That the Authority will hold a public hearing on the Tentative 2020 Budget on November 19, 2019, at 6:00 p.m. at the Golden Spike Rooms of the Frontline Headquarters Building at 669 West 200 South in Salt Lake City, Utah.
3. 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 2020 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 § 17B-1-702, *et seq.*

4. That the Authority, in accordance with Utah Code §§ 17B-2a-808.1(2), will consult with the Local Advisory Council at their November 20, 2019 meeting on the Tentative 2020 Budget.
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 the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.
7. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 30th day of October 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

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 30th day of October, 2019.

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

**UTAH TRANSIT AUTHORITY
2020 TENTATIVE OPERATING BUDGET
October 30, 2019**

Exhibit A-1

	2020 Tentative Budget
Revenue	
1 Sales Tax	\$ 346,672,000
2 Federal Preventative Maintenance	67,911,000
3 Passenger Revenue	55,182,000
4 Advertising	2,517,000
5 Investment Income	7,577,000
6 Other Revenues	3,620,000
7 Salt Lake City	4,310,000
8 Salt Lake County (S-Line)	500,000
9 Utah County	
10 Motor Vehicle Registration to UDOT	<u>2,671,000</u>
11 Total Revenue	<u><u>490,960,000</u></u>
Operating Expense	
12 Bus	108,829,000
13 Commuter Rail	30,677,000
14 Light Rail	52,151,000
15 Paratransit Service	24,616,000
16 Rideshare/Vanpool	3,294,000
17 Operations Support	50,118,000
18 General & Administrative	38,302,000
19 Salt Lake County service	<u>3,590,000</u>
20 Total Operating Expense	<u><u>311,577,000</u></u>
Non-Operating Expense	
21 Planning/Real Estate/TOD/Major Program Development	<u>5,792,000</u>
22 Total Non-operating Expense	<u><u>5,792,000</u></u>
Debt Service, Contribution to Reserves, and Transfer to Capital	
23 Principal and Interest	135,479,000
24 Contribution to Early Debt Retirement Reserve	18,077,000
25 Contribution to Reserves	1,608,000
26 Transfer to Capital	<u>18,427,000</u>
27 Total Debt Service and Reserves	<u><u>173,591,000</u></u>
28 Total Expense	<u><u>\$ 490,960,000</u></u>

**UTAH TRANSIT AUTHORITY
2020 TENTATIVE CAPITAL BUDGET - SUMMARY
October 30, 2019**

Exhibit A-1

	2020 Tentative Budget
Funding Sources	
29 UTA Current Year Funding	\$ 23,692,000
30 Transfer from Operations	18,427,000
31 2018 and 2019 Bond Proceeds	\$ 61,611,000
32 Grants	39,363,000
33 Local Partner Contributions	13,416,000
34 State Contribution	3,700,000
35 Leasing	<u>30,340,000</u>
36 Total Funding Sources	<u><u>190,549,000</u></u>
Expense	
37 Depot District	40,937,000
38 Ogden/Weber BRT	28,197,000
39 Airport Station Relocation	13,000,000
40 State of Good Repair	59,898,000
41 Other Capital Projects	<u>48,517,000</u>
42 Total Expense	<u><u>\$ 190,549,000</u></u>

**UTAH TRANSIT AUTHORITY
2020 TENTATIVE OPERATING BUDGET
October 30, 2019**

Exhibit A-2

	Tentative 2020 Budget	
<u>Revenue</u>		
1 Sales Tax	\$ 346,672,000	
2 Federal Preventative Maintenance	67,911,000	
3 Passenger Revenue	55,182,000	
4 Advertising	2,517,000	
5 Investment Income	7,577,000	
6 Other Revenues	3,620,000	
7 Salt Lake City	4,310,000	
8 Salt Lake County (S-Line)	500,000	
9 Motor Vehicle Registration to UDOT	2,671,000	
10 Total Revenue	<u>\$ 490,960,000</u>	
<u>11 Operating Expense</u>		<u>FTE</u>
12 Board of Trustees	\$ 2,742,000	14.0
13 Executive Director	23,465,000	130.0
14 Chief Operations Officer	252,921,000	2,258.7
15 Chief Financial Officer	13,085,000	105.5
16 Chief People Officer	7,681,000	74.7
17 Chief Communications and Marketing Officer	10,618,000	69.0
18 Chief Service Development Officer	6,857,000	45.5
19 Total Operations	<u>317,369,000</u>	<u>2,697.4</u>
20 Debt Service	135,479,000	
21 Contribution to Reserves	19,685,000	
22 Transfer to Capital Budget	\$ 18,427,000	
23 Total Tentative 2020 Operating Budget	<u><u>490,960,000</u></u>	<u><u>2,697.4</u></u>

NOTICE OF PUBLIC HEARING UTAH TRANSIT AUTHORITY

RE: UTA 2020 Tentative Budget

UTA is holding a public hearing to receive input on its 2020 Tentative Budget. The hearing will take place on:

Tuesday, Nov. 19, 2019 at 6:00 p.m. at UTA's downtown Salt Lake City office at 669 West 200 South.

At the hearing, the Utah Transit Authority will provide an opportunity for citizens, private transportation providers, public officials and interested agencies to comment on the tentative budget. To be included as part of the Public Hearing record, all comments must be postmarked or received by UTA no later than November 30, 2019.

THE FORMAT FOR THE PUBLIC HEARINGS WILL BE AS FOLLOWS:

Prior to the public hearing, from 5:00 to 6:00 p.m., UTA will hold a Citizen Budget Workshop to allow the public to review and discuss the budget with UTA representatives. During this time, in addition to having specific questions answered, the public may submit written comments to UTA. At 6:00 p.m., as part of a specially scheduled UTA board meeting, individuals may provide verbal comment directly to UTA's Board of Trustees.

In addition to the hearing, at any time during the comment period, the public can submit comments via email, mail or through UTA's Customer Service. Information on the 2020 Tentative Budget may be found at www.rideuta.com or viewed in person at UTA's headquarters at 669 West 200 South, Salt Lake City, 84101.

To assure full participation at the hearing, accommodations for effective communication such as sign language interpreters or printed materials in alternative formats, or a language interpreter for non-English speaking participants, must be requested at least two (2) working days prior to the date of the scheduled event. Requests for ADA accommodations should be directed to UTA ADA Compliance Officer at calldredge@rideuta.com or 801-287-3536, or dial 711 to make a relay call for deaf or hearing impaired persons. To request a language interpreter, please contact 801-287-2290.

Written comments or email comments may be submitted to the following addresses: UTA Board of Trustees, Utah Transit Authority, 669 West 200 South, Salt Lake City, UT 84101 or email directly to hearingofficer@rideuta.com. Phone calls and questions about the proposal should be directed to Teri Black at 801-287-3215. All comments will become part of the public record if received by 5 p.m., November 30, 2019.

Informational items:

Relevant information about the proposed changes will be available at the Public Hearing or may be reviewed at the UTA's downtown Salt Lake City office at 669 West 200 South, until 5 p.m. on November 30, 2019. Comments must be postmarked or received by UTA no later than November 30, 2019 to be part of the Public Hearing record.

Carolyn Gonot
Executive Director



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief Service Development Officer
PRESENTER(S): Laura Hanson, Director of Planning
Lorin Simpson, Regional General Manager, Salt Lake Business Unit

BOARD MEETING DATE: October 30, 2019

SUBJECT:	R2019-10-08 Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Central Wasatch Commission to Provide Increased Bus Service to Big Cottonwood and Little Cottonwood Canyon for the 2019-2020 Winter Season
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2019-10-08 Authorizing Execution of an Interlocal Cooperation Agreement with Central Wasatch Commission to Provide Increased Bus Service to Big Cottonwood and Little Cottonwood Canyon for the 2019-2020 Winter Season
BACKGROUND:	<p>Big and Little Cottonwood Canyons are home to four developed ski resorts, the towns of Alta and Brighton, and are popular destinations for backcountry skiing and other non-developed activities. The canyons attract more than two million visitors each year, with large waves concentrated on weekends and following large snowstorms. It is common to experience significant traffic congestion in the morning and afternoons. UTA has three bus routes serving the canyons: Routes 953, 972, and 994. These buses also find themselves delayed in traffic, which inhibits UTA's ability to provide the level of service on the printed schedule.</p> <p>The Central Wasatch Commission (CWC) is a new Interlocal Cooperation of cities and counties with the purpose of implementing the recommendations of the collaboratively-developed <i>Mountain Accord</i>. The CWC contacted UTA and requested a partnership to help address the canyon mobility concerns. This Resolution and associated Interlocal Agency Service Agreement are one the outcomes of that partnership.</p>
DISCUSSION:	The estimated cost of the service increase is \$150,000. This Resolution and Interagency Service Agreement will allow UTA to receive up to \$60,000 in support from the Central Wasatch Commission to provide additional transit service to the Cottonwood Canyons for the period of time between December Change Day 2019 and April Change Day 2020. UTA's contribution to this initiative will be up to \$90,000.

With minor route adjustments and additional resources from the CWC, UTA will be able to increase transit service to the canyons as follows:

Route	Additions	Eliminations	Estimated Cost	CWC Share
972	Increase number of one-way trips from 61 weekday, 65 Saturday and 62 Sunday to 79 trips every day.	Eliminate Bingham Junction TRAX stop and begin route at Midvale TRAX station.	\$50,000	\$20,000
953	Increase the number of one-way trips from 17 weekday and 23 weekend to 35 trips every day.	none	\$100,000	\$40,000
994	No change	No change	none	none

ALTERNATIVES:

Other alternatives include:

No Action – The result of this alternative is that service levels would remain as they were last winter season, and UTA would miss an opportunity to be a collaborative partner and join in a positive message to the community.

FISCAL IMPACT:

The total cost of the service increases, \$150,000, is included in the Salt Lake Business Unit Tentative 2020 Operating Budget.

The corresponding revenue for this expense includes a contribution of \$60,000 from the CWC, as authorized by this Resolution and Interlocal Agency Service Agreement, and \$90,000 from UTA’s Salt Lake Business Unit Operating Budget.

ATTACHMENTS:

- 1) Resolution, R2019-10-08
- 2) Interlocal Agency Service Agreement, UTA Contract No. 19-03145

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT WITH CENTRAL WASATCH COMMISSION TO
PROVIDE INCREASED BUS SERVICE TO BIG COTTONWOOD AND LITTLE
COTTONWOOD CANYONS FOR THE 2019-2020 WINTER SEASON**

R2019-10-08

October 30, 2019

WHEREAS, Utah Transit Authority (the "Authority") is a large 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, under the Utah Interlocal Cooperation Act, UTAH CODE § 11-13-101, *et seq.*, permits local governmental units to cooperate with other localities and units of government on a basis of mutual advantage by entering into an Interlocal Cooperation Agreement (ILA) with each other, and

WHEREAS, the Central Wasatch Commission, a Utah Interlocal Agency ("CWC") is an interlocal entity whose purposes include recommending and in some cases implementing a suite of actions intended to ensure that future generations can enjoy the activities provided by the Central Wasatch mountains, while preserving the watershed and natural environments, and to pursue related purposes and objectives, and

WHEREAS, CWC desires that UTA provide additional bus service to resorts located in Big and Little Cottonwood Canyons during the 2019-2020 winter season, in addition to UTA's current baseline service level, and

WHEREAS, CWC is willing to pay a portion of the costs of such increased service by entering into an ILA with UTA, and

WHEREAS, UTA and CWC have determined that it is mutually advantageous to enter into an ILA for CWC to pay a portion of those costs for increased service to the resorts in Big and Little Cottonwood Canyons; and

WHEREAS, under the terms of the ILA, CWC and UTA have determined that this increased service would cost an additional \$150,000, with CWC providing \$60,000 of that amount to UTA, and

WHEREAS, CWC, on October 7, 2019 approved the ILA with UTA, attached as Exhibit A.

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with the Central Wasatch Commission as set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement with the Central Wasatch Commission in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the Interlocal Cooperation Agreement, attached as Exhibit A.
4. That the corporate seal be attached hereto.

Approved and adopted this 30th day of October 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

INTERLOCAL AGENCY SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is effective on the ___ day of October 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and CENTRAL WASATCH COMMISSION, a Utah Interlocal Agency, hereinafter referred to as "CWC". This agreement is created under the Utah Interlocal Cooperation Act (UCA 11-13-101 et. seq.) (the "Interlocal Act").

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service to the Central Wasatch recreation areas.

B. CWC is an interlocal entity whose purposes include recommending and in some cases implementing a suite of actions intended to ensure that future generations can enjoy the activities provided by the Central Wasatch mountains, while preserving the watershed and natural environments, and to pursue related purposes and objectives.

C. UTA and CWC are "public agencies" for purposes of the Interlocal Act and, as such, are empowered to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their respective resources and powers.

D. CWC desires that UTA provide additional bus service to ski resorts located in Big and Little Cottonwood Canyons during the 2019 - 2020 ski season in addition to UTA's current baseline service level and is willing to pay a portion of the costs of such increased service.

E. The parties have determined that it is mutually advantageous to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the December 2019 UTA Change Day and shall end on the April 2020 UTA Change Day. The exact dates of such UTA Change Days shall be announced by UTA no later than 30 days in advance.

2. Increased Bus Service. UTA agrees to provide the increased bus service (the "Service") on the respective routes as shown in the table below:

Route	Additions	Eliminations	Estimated Cost	CWC Share
972	Increase number of one-way trips from 61 weekday, 65 Saturday and 62 Sunday to 79 trips every day.	Eliminate Bingham Junction TRAX stop and begin route at Midvale TRAX station.	\$50,000	\$20,000
953	Increase the number of one-way trips from 17 weekday and 23 weekend to 35 trips every day.	none	\$100,000	\$40,000
994	No change	No change	none	none

Additional route details are contained at Attachments 1 and 2 to this Agreement.

3. Dates of Service. UTA will provide the Service on Routes 972 and 953 on a daily basis, including holidays, through the term of this Agreement.

4. Termination. UTA implements changes to its bus service on December and April Change Days. This Agreement may be terminated with or without cause by either party by providing written notice of termination at least thirty days before the next regularly scheduled Change Day.

5. Consideration. CWC agrees to pay UTA the sum of sixty thousand dollars (\$60,000) to provide the Service. Payment shall be made on or before December 1, 2019. UTA is entitled to one hundred percent (100%) of all fare box collection and advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Way Finding and Route Identification. UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage for Routes 972 and 953. UTA agrees to publish information on the additional service on Routes 972 and 953 in the same way it publishes information on other UTA routes.

8. Communication and Promotion. UTA and the CWC will consult and collaborate on a communication and promotion plan for the increased service in partnership with Salt Lake County and the ski resorts.

9. Immunity. Both of the parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. sections 63G-7-101 et seq. (1953, as amended) (hereinafter, the "Immunity Act"). There are no indemnity obligations between the parties under this Agreement. Subject to and consistent with the terms of the Immunity Act, each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, official, or employees. Nothing in this Agreement shall be construed to be a waiver by either party of any protections, rights, or defenses applicable under the Immunity Act, nor to waive any limits of liability currently provided by the Immunity Act or any other applicable law. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

10. Default. If either party fails to timely and fully perform any of the terms and conditions of this Agreement, then the nondefaulting party may terminate this Agreement and pursue any and all available remedies upon at least fifteen (15) days' prior written notice of such default and opportunity to cure to the defaulting party.

11. Attorney's Fees. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

12. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

13. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the CWC:

Central Wasatch Commission
ATTN: Ralph Becker
41 N. Rio Grande Street, Suite 102
Salt Lake City, UT 84101

If to UTA:

Utah Transit Authority
ATTN: Contract Compliance Officer
669 West 200 South
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which

the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

14. Contract Administrator. The UTA Contract Administrator for this Agreement shall be Ms. Laura Hanson, or designee. All correspondence regarding either the technical or contractual aspects of this Agreement should be addressed to Ms. Hanson, or designee. The CWC Contract Administrator for this Agreement shall be Ralph Becker, all correspondence regarding either the technical or contractual aspects of this Agreement should be addressed to Mr. Becker or designee.

15. Additional Interlocal Act Provisions.

(a) No Separate Entity; No Joint Ownership. This Agreement does not create a separate legal/interlocal entity, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the parties under this Agreement.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of UTA's designee, Laura Hanson, and CWC's designee, Ralph Becker, or their replacements.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained. Instead, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the parties in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. § 11-13-209.

(f) Approval. This Agreement shall be authorized as provided in UTAH CODE ANN. § 11-13-202.5.

(g) Term. Pursuant to UTAH CODE ANN. § 11-13-216, the term of this Agreement shall not exceed 50 years.

16. Compliance with Laws. Each party shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws

governing non-discrimination against all protected groups and persons in admissions and hiring.

17. Required Insurance Policies. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

18. Conflict Resolution. In the event of a dispute between the Parties regarding the Work or this Agreement, the parties agree (without limiting any and all other legal and equitable remedies) that a CWC representative will meet as soon as practical with a UTA representative to discuss and attempt to resolve the dispute. If the parties do not agree, then the dispute shall be resolved pursuant to section 19 below.

19. Claims and Disputes. Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be resolved by good faith negotiation between successive levels of leadership, culminating with the Executive Directors. If the Executive Directors are unable to resolve the dispute, the Parties shall submit to non-binding mediation under the rules and protocols of JAMS (Judicial Mediation and Arbitration Services). If mediation is unsuccessful in resolving the issue, the dispute shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the parties shall continue to perform its obligations hereunder during the pendency of such dispute.

20. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

21. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

22. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

23. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

24. Time. Time is the essence of this Agreement.

25. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

26. Severability. If any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

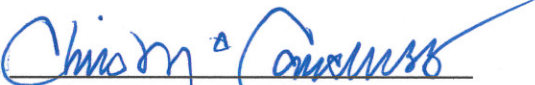
27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

28. Non-Exclusive Rights. Nothing in the Agreement is to be construed as granting to UTA the exclusive right to perform any or all transportation services as from time to time may be required or desired by CWC.

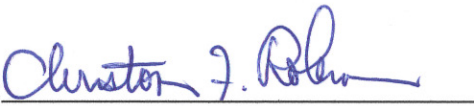
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CENTRAL WASATCH COMMISSION

UTAH TRANSIT AUTHORITY

By: 
Chris McCandless, Chairman


By: _____ Date: _____
Executive Director

By: 
Christopher F. Robinson, Secretary
Date: October 7, 2019

By: _____ Date: _____
Chief Service
Development Officer

Approved As To Form:

Approved As To Form:


Wm. Shane Topham, CWC Attorney

Assistant Attorney General
Counsel for UTA

ATTACHMENT 1 TO SERVICE AGREEMENT – SCHEDULES

ROUTE 994 - TO SNOWBIRD/ALTA							
HISTSNDY	94-S20PR	LITCCNYN	SNOWBRD 1	SNOWBRD	CLIFLODG	GOLDMNR	ALTA
7:00	7:10		7:32	7:37	7:42	7:47	7:52
7:15	7:25		7:47	7:52	7:57	8:02	8:07
7:30	7:40		8:02	8:07	8:12	8:17	8:22
7:45	7:55	8:05	8:20	8:25	8:30	8:35	8:40
8:00	8:10	8:20	8:35	8:40	8:45	8:50	8:55
8:15	8:25	8:35	8:50	8:55	9:00	9:05	9:10
8:30	8:40	8:50	9:05	9:10	9:15	9:20	9:25
8:45	8:55	9:05	9:20	9:25	9:30	9:35	9:40
9:00	9:10	9:20	9:35	9:40	9:45	9:50	9:55
9:30	9:40	9:50	10:05	10:10	10:15	10:20	10:25
10:00	10:10	10:20	10:35	10:40	10:45	10:50	10:55
10:30	10:40	10:50	11:05	11:10	11:15	11:20	11:25
11:00	11:10	11:20	11:35	11:40	11:45	11:50	11:55
11:30	11:40	11:50	12:05	12:10	12:15	12:20	12:25
12:00	12:10	12:20	12:35	12:40	12:45	12:50	12:55
12:30	12:40	12:50	13:05	13:10	13:15	13:20	13:25
13:00	13:10	13:20	13:35	13:40	13:45	13:50	13:55
13:30	13:40	13:50	14:05	14:10	14:15	14:20	14:25
14:00	14:10	14:20	14:35	14:40	14:45	14:50	14:55
14:30	14:40	14:50	15:05	15:10	15:15	15:20	15:25
15:00	15:10	15:20	15:35	15:40	15:45	15:50	15:55
15:15	15:25	15:35	15:50	15:55	16:00	16:05	16:10
15:30	15:40	15:50	16:05	16:10	16:15	16:20	16:25
15:45	15:55	16:05	16:20	16:25	16:30	16:35	16:40
16:15	16:25	16:35	16:50	16:55	17:00	17:05	17:10
16:45	16:55	17:05	17:20	17:25	17:30	17:35	17:40

ROUTE 994 - TO HISTORIC SANDY TRAX							
ALTA	GOLDMNR	CLIFLODG	SNOWBRD	SNOWBRD 1	LITCCNYN	94-S20PR	HISTSNDY
8:29	8:34	8:39	8:44	8:49	9:04	9:13	9:23
8:59	9:04	9:09	9:14	9:19	9:34	9:43	9:53
9:29	9:34	9:39	9:44	9:49	10:04	10:13	10:23
9:59	10:04	10:09	10:14	10:19	10:34	10:43	10:53
10:29	10:34	10:39	10:44	10:49	11:04	11:13	11:23
10:59	11:04	11:09	11:14	11:19	11:34	11:43	11:53
11:29	11:34	11:39	11:44	11:49	12:04	12:13	12:23
11:59	12:04	12:09	12:14	12:19	12:34	12:43	12:53
12:29	12:34	12:39	12:44	12:49	13:04	13:13	13:23
12:59	13:04	13:09	13:14	13:19	13:34	13:43	13:53
13:29	13:34	13:39	13:44	13:49	14:04	14:13	14:23
13:59	14:04	14:09	14:14	14:19	14:34	14:43	14:53
14:29	14:34	14:39	14:44	14:49	15:04	15:13	15:23
14:59	15:04	15:09	15:14	15:19	15:34	15:43	15:53
15:14	15:19	15:24	15:29	15:34	15:49	15:58	16:08
15:29	15:34	15:39	15:44	15:49	16:04	16:13	16:23
15:44	15:49	15:54	15:59	16:04	16:19	16:28	16:38
15:59	16:04	16:09	16:14	16:19	16:34	16:43	16:53
16:14	16:19	16:24	16:29	16:34	16:49	16:58	17:08
16:29	16:34	16:39	16:44	16:49	17:04	17:13	17:23
16:44	16:49	16:54	16:59	17:04	17:19	17:28	17:38
16:59	17:04	17:09	17:14	17:19	17:34	17:43	17:53
17:14	17:19	17:24	17:29	17:34	17:49	17:58	18:08
17:29	17:34	17:39	17:44	17:49	18:04	18:13	18:23
17:44	17:49	17:54	17:59	18:04	18:19	18:28	18:38
17:59	18:04	18:09	18:14	18:19	18:34	18:43	18:53

ROUTE 953 - TO SNOWBIRD/ALTA

MDVLTUN	CRYSTAL	FTUN20-E	62-SWASB	82-SWASB	LITCCNYN	SNOWBRD1	SNOWBIRD	CLIFLOGD	GOLDMINR	ALTA
6:43	6:50	6:57	7:04	7:12		7:32	7:37	7:42	7:47	7:52
7:13	7:20	7:27	7:34	7:42		8:02	8:07	8:12	8:17	8:22
7:43	7:50	7:57	8:04	8:12	8:18	8:33	8:38	8:43	8:48	8:53
8:00	8:07	8:14	8:21	8:29	8:35	8:50	8:55	9:00	9:05	9:10
8:13	8:20	8:27	8:34	8:42	8:48	9:03	9:08	9:13	9:18	9:23
8:52	8:59	9:06	9:13	9:21	9:27	9:42	9:47	9:52	9:57	10:02
9:10	9:17	9:24	9:31	9:39	9:45	10:00	10:05	10:10	10:15	10:20
9:30	9:37	9:44	9:51	9:59	10:05	10:20	10:25	10:30	10:35	10:40
9:45	9:52	9:59	10:06	10:14	10:20	10:35	10:40	10:45	10:50	10:55
10:10	10:17	10:24	10:31	10:39	10:45	11:00	11:05	11:10	11:15	11:20
11:37	11:44	11:51	11:58	12:06	12:12	12:27	12:32	12:37	12:42	12:47
12:15	12:22	12:29	12:36	12:44	12:50	13:05	13:10	13:15	13:20	13:25
12:53	13:00	13:07	13:14	13:22	13:28	13:43	13:48	13:53	13:58	14:03
14:22	14:29	14:36	14:43	14:51	14:57	15:12	15:17	15:22	15:27	15:32
15:00	15:07	15:14	15:21	15:29	15:35	15:50	15:55	16:00	16:05	16:10
15:35	15:42	15:49	15:56	16:04	16:10	16:25	16:30	16:35	16:40	16:45

ROUTE 953 - TO MIDVALE FORT UNION TRAX

ALTA	GOLDMINR	CLIFLOGD	SNOWBIRD	SNOWBRD1	LITCCNYN	82-SWASB	62-SWASB	MDVLTUN
9:15	9:20	9:25	9:30	9:35	9:50	9:57	10:03	10:25
9:30	9:35	9:40	9:45	9:50	10:05	10:12	10:18	10:40
10:12	10:17	10:22	10:27	10:32	10:47	10:54	11:00	11:22
10:33	10:38	10:43	10:48	10:53	11:08	11:15	11:21	11:43
10:50	10:55	11:00	11:05	11:10	11:25	11:32	11:38	12:00
11:05	11:10	11:15	11:20	11:25	11:40	11:47	11:53	12:15
11:28	11:33	11:38	11:43	11:48	12:03	12:10	12:16	12:38
12:57	13:02	13:07	13:12	13:17	13:32	13:39	13:45	14:07
13:32	13:37	13:42	13:47	13:52	14:07	14:14	14:20	14:42
14:10	14:15	14:20	14:25	14:30	14:45	14:52	14:58	15:20
			15:30	15:35	15:50	15:57	16:03	16:25
			15:55	16:00	16:15	16:22	16:28	16:50
15:44	15:49	15:54	15:59	16:04	16:19	16:26	16:32	16:54
16:00	16:05	16:10	16:15	16:20	16:35	16:42	16:48	17:10
16:15	16:20	16:25	16:30	16:35	16:50	16:57	17:03	17:25
			16:45	16:50	17:05	17:12	17:18	17:40
16:50	16:55	17:00	17:05	17:10	17:25	17:32	17:38	18:00
17:15	17:20	17:25	17:30	17:35	17:50	17:57	18:03	18:25
18:00	18:05	18:10	18:15	18:20	18:35	18:42	18:48	19:10

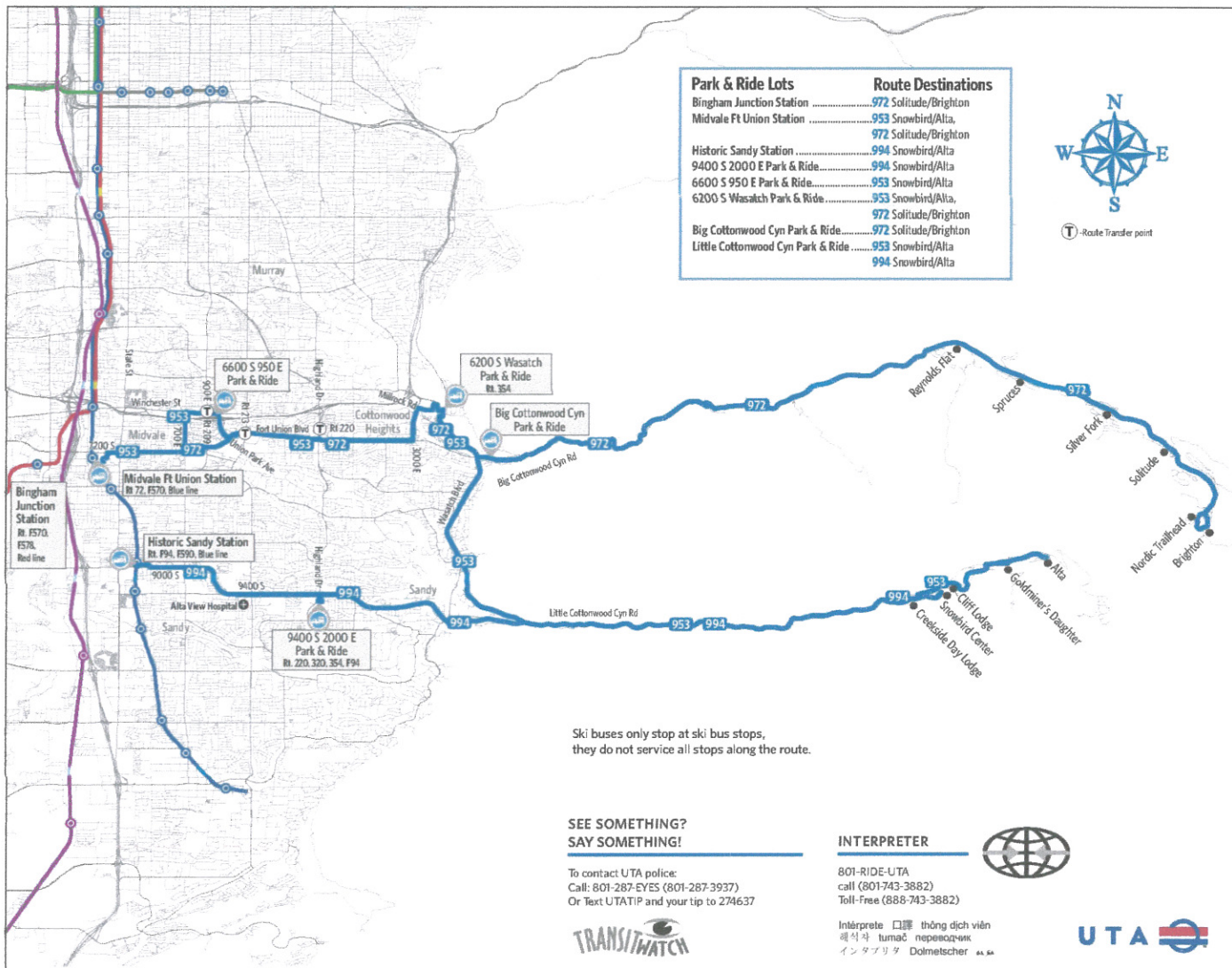
ROUTE 972 - TO SOLITUDE/BRIGHTON					
MDVLFUN	FTUN20-E	62-SWASB	BIGCCNYN	SOLTMOON	BRIGHTON
6:14	6:22	6:32		6:57	7:07
		7:00		7:28	7:38
7:05	7:13	7:23		7:48	7:58
7:20	7:28	7:38		8:03	8:13
7:39	7:47	7:57	8:02	8:26	8:36
7:50	7:58	8:08	8:13	8:37	8:47
8:05	8:13	8:23	8:28	8:52	9:02
8:24	8:32	8:42	8:47	9:11	9:21
8:39	8:47	8:57	9:02	9:26	9:36
8:58	9:06	9:16	9:21	9:45	9:55
9:15	9:23	9:33	9:38	10:02	10:12
9:30	9:38	9:48	9:53	10:17	10:27
9:45	9:53	10:03	10:08	10:32	10:42
10:00	10:08	10:18	10:23	10:47	10:57
10:15	10:23	10:33	10:38	11:02	11:12
10:30	10:38	10:48	10:53	11:17	11:27
11:00	11:08	11:18	11:23	11:47	11:57
11:15	11:23	11:33	11:38	12:02	12:12
11:30	11:38	11:48	11:53	12:17	12:27
11:45	11:53	12:03	12:08	12:32	12:42
12:00	12:08	12:18	12:23	12:47	12:57
12:15	12:23	12:33	12:38	13:02	13:12
12:30	12:38	12:48	12:53	13:17	13:27
12:45	12:53	13:03	13:08	13:32	13:42
13:00	13:08	13:18	13:23	13:47	13:57
13:15	13:23	13:33	13:38	14:02	14:12
13:30	13:38	13:48	13:53	14:17	14:27
13:45	13:53	14:03	14:08	14:32	14:42
14:00	14:08	14:18	14:23	14:47	14:57
14:15	14:23	14:33	14:38	15:02	15:12
14:30	14:38	14:48	14:53	15:17	15:27
14:40	14:48	14:58	15:03	15:27	15:37
15:10	15:18	15:28	15:33	15:57	16:07
15:25	15:33	15:43	15:48	16:12	16:22
15:39	15:47	15:57	16:02	16:26	16:36
15:55	16:03	16:13	16:18	16:42	16:52
16:15	16:23	16:33	16:38	17:02	17:12
16:39	16:47	16:57	17:02	17:26	17:36

RT 972 - TO MIDVALE FORT UNION TRAX				
BRIGHTON	SOLTMOON	BIGCCNYN	62-SWASB	MDVLFUN
8:24	8:34	8:54	8:59	9:17
8:43	8:53	9:13	9:18	9:36
8:55	9:05	9:25	9:30	9:48
9:09	9:19	9:39	9:44	10:02
9:30	9:40	10:00	10:05	10:23
9:43	9:53	10:13	10:18	10:36
10:05	10:15	10:35	10:40	10:58
10:19	10:29	10:49	10:54	11:12
10:37	10:47	11:07	11:12	11:30
10:50	11:00	11:20	11:25	11:43
11:07	11:17	11:37	11:42	12:00
11:20	11:30	11:50	11:55	12:13
11:36	11:46	12:06	12:11	12:29
12:04	12:14	12:34	12:39	12:57
12:20	12:30	12:50	12:55	13:13
12:35	12:45	13:05	13:10	13:28
12:50	13:00	13:20	13:25	13:43
13:08	13:18	13:38	13:43	14:01
13:22	13:32	13:52	13:57	14:15
13:34	13:44	14:04	14:09	14:27
13:50	14:00	14:20	14:25	14:43
14:04	14:14	14:34	14:39	14:57
14:20	14:30	14:50	14:55	15:13
14:34	14:44	15:04	15:09	15:27
	14:55	15:15	15:20	15:38
14:50	15:00	15:20	15:25	15:43
15:05	15:15	15:35	15:40	15:58
	15:32	15:52	15:57	16:15
15:22	15:32	15:52	15:57	16:15
15:31	15:41	16:01	16:06	16:24
15:43	15:53	16:13	16:18	16:36
	16:00	16:20	16:25	16:43
16:15	16:25	16:45	16:50	17:08
	16:35	16:55	17:00	17:18
16:43	16:53	17:13	17:18	17:36
17:01	17:11	17:31	17:36	17:54
17:20	17:30	17:50	17:55	18:13
17:31	17:41	18:01	18:06	18:24
17:43	17:53	18:13	18:18	18:36
18:15	18:25	18:45	18:50	19:08
20:36	20:46	21:06	21:11	21:29

Mon-Sat only (Night Ski)

ATTACHMENT 2 TO SERVICE AGREEMENT – BUS ROUTES

Route 953, 972 & 994 map



UTA asks you to please
Tap On and Tap Off the Ski Bus.

Electronic Fare Collection technology allows you to use your "contactless" debit/credit card, resort-issued season ski pass employee identification card or Ski Salt Lake super pass as payment. Simply "Tap" your card to the reader as you board and you are on your way! When exiting the bus, please "Tap" your card again. Readers are conveniently positioned at both doors. It's that simple!



Using UTA's bus and TRAX and FrontRunner, Passengers can access UTA's Ski service from most of the Wasatch Front.

Ski Service consists of 3 routes traveling up and down the canyons. Service in the canyon is every 15 minutes during peak and every 30 minutes during off-peak.

LEGEND

- 953 Ski Routes
- 972 Park & Ride lots
- 994 FrontRunner
- Route Transfer point
- TRAX Blue Line
- TRAX Red Line
- TRAX Green Line



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Paul Drake, Sr. Manager – Real Estate & TOD; David Wilkins, Attorney

BOARD MEETING DATE: October 30, 2019

SUBJECT:	R2019-10-09 Resolution Authorizing the Purchase of Real Property and Settlement Agreement with Carillon Square LLC and Midland National Life Insurance Company (Parcels 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, 154:PUE)
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2019-10-09 Authorizing the Purchase of Real Property and Settlement Agreement with Carillon Square LLC and Midland National Life Insurance Company (Parcels 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, 154:PUE)
BACKGROUND:	Right-of-way acquisitions are being finalized for the Provo-Orem BRT project. Negotiations have concluded with Carillon Square, LLC on Parcel 154 and its related easements (the "Property"). This acquisition is necessary for the on-going operation of the UVX line. The Property is located at approximately 287 East University Parkway, Orem, UT and includes roughly 22,537 square feet (sf) of fee property, 2,182 sf of perpetual easement, and 34,199 sf for temporary construction easement.
DISCUSSION:	<p>This acquisition is needed for the BRT project. The acquisition is complicated by the need to relocate parking and signage for the seller. In order to replace the seller's parking, UTA will cover the cost of purchasing adjacent property and converting it to parking. UTA will also need to cover the cost to rebuild two large marque signs, replace some property improvements, and perform a new ALTA survey. The total cost is \$1,465,766.10.</p> <p>It has been performed in compliance with all applicable laws and processes. The Federal Transit Administration has reviewed the transaction and has concurred with the proposed costs. These costs are within the scope of the current project budget.</p>
ALTERNATIVES:	As UTA has already performed much of the work on the Property, disapproving the transaction would necessitate a costly restoration of the property to its previous state and cause severe impacts to the agency's ability to operate BRT in the area. There is no viable alternative.

FISCAL IMPACT:	Total cost: \$1,465,766.10 Cost are included in the Provo-Orem BRT project budget
ATTACHMENTS:	1) Resolution 2) Settlement Agreement 3) FTA Concurrence Letter

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY AND
SETTLEMENT AGREEMENT WITH CARILLON SQUARE LLC AND
MIDLAND NATIONAL LIFE INSURANCE COMPANY
(Parcels 154:2C, 154:2EC, 154:3EC, 154:4EC,
154:A, 154:C, 154:E, 154:EC, 154:PUE)**

R2019-10-09

October 30, 2019

WHEREAS, Utah Transit Authority (the “Authority”) is a large 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;

WHEREAS, the Authority is in the process of completing the final construction on the Provo-Orem Transportation Improvement Project (the “Project”) in Utah County; and

WHEREAS, the Authority entered into negotiation with Carillon Square, LLC, (the “Seller”) for acquisition of property in parcels 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, and 154:PUE for the project; and

WHEREAS, the Authority requires approximately 22,537 square feet of property in fee and approximately 2,182 square feet for a perpetual easement and approximately 34,199 square feet for a temporary construction easement located at approximately 287 East University Parkway, Orem, UT 84058 (the “Property”) for the purpose of widening University Parkway and related Project improvements; and

WHEREAS, early in the negotiation process, it became apparent to the parties that a Condemnation lawsuit should be filed in order to protect the interests of the Parties; and

WHEREAS, the Authority, through counsel filed a suit, civil case number 180400207 in the Fourth District Court in Provo, Utah; and

WHEREAS, the Authority and the Seller, through their respective counsel have reached a settlement for the Property; and

WHEREAS, the Authority has obtained a certified appraisal identifying the value of the Property to be \$612,500, which includes fee acquisition, the permanent easements, and temporary construction easements required for the property; and

WHEREAS, the seller has incurred significant additional costs due to construction of the bus rapid transit line, a portion of which has been attributed to this parcel; and

WHEREAS, the acquisition of the property needed for the Project would have placed the Seller's property out of compliance with Orem City parking regulations; and

WHEREAS, the Authority and the Seller agreed, as part of the settlement, that the Authority would cover the purchase of adjacent property by Seller to allow for additional parking, totaling \$236,090; and

WHEREAS, the Authority and the Seller agreed, as part of the settlement, that the Authority would pay Seller \$198,018.30 to convert the adjacent property into additional parking, so Seller's property would remain in compliance with Orem City parking regulations; and

WHEREAS, the Authority and the Seller agreed, as part of the settlement, that the Authority would cover the cost of replacement of some improvements on the property, totaling \$82,972.20; and

WHEREAS, the Authority, as part of the settlement agreed to pay Seller for a new Alta survey, given the drastic changes to Seller's property, totaling \$8,200; and

WHEREAS, previously, the Authority had directly paid a contractor to rebuild the Seller's two large marquee signs, totaling \$327,985.60;

WHEREAS, the total purchase price, including the fee acquisition, easements, purchase and conversion of adjacent property, cost to cure items, Alta survey, and sign relocation is \$1,465,766.10; and

WHEREAS, the Authority has sought concurrence on this acquisition from the Federal Transit Administration (the "FTA"); and

WHEREAS, the FTA has issued a concurrence on this acquisition, specifically concurring that the total settlement amount is "reasonable, prudent, and in the public interest."

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

1. That the Board hereby approves the purchase of the Property and administrative settlement in the amount of \$1,465,766.10.
2. That the Board hereby approves the settlement agreement for the purchase of the Property attached hereto as Exhibit A.

3. That the Executive Director and her designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the purchase of the Property.
5. That the corporate seal be attached hereto.

Approved and adopted this 30th day of October 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved as to form:

UTA Legal Counsel

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement is made this ____ day of _____, 2019 between Utah Department Of Transportation (hereinafter “UDOT”) and Utah Transit Authority (“UTA”) (collectively the “Condemnors”) and Carillon Square, LLC (“Owner”) and Midland National Life Insurance Company (“Secured Lender”) the remaining defendants in Civil No. 180400207 pending in the Fourth Judicial District Court for Utah County, Collectively, the Parties recite and agree as follows.

RECITALS

- A. Whereas the Owner owns or claims an interest in one or more of the following parcels of real property located in Utah County, Utah generally described in Table “A” below (hereinafter the “Affected Parcels”);
- B. Whereas UDOT filed civil actions against the Owner in Civil No. 180400207 (Pending litigation) and other interest holders seeking to condemn property or certain of their property interests in portions of the Affected Parcels for purposes of improving Project No. S-0265(23)3 (the “Project”);
- C. Whereas on April 10, 2019, Owner and their legal counsel Justin Matkin, UTA’s representatives and UDOT’s counsel, Thomas A. Mitchell and UTA’s counsel, David A. Wilkins met to discuss issues related to UDOT’s condemnation of the Affected Parcels, just compensation for the takings, damages, valuation and related issues.
- D. Whereas the Parties desire to resolve all claims and counterclaims that have been, or could be, asserted between the parties (and their affiliates) in the condemnation proceedings and to resolve and release all claims without the necessity for further or additional litigation;
- E. Whereas, the Secured Lender’s counsel has been informed and apprised of these negotiations, by counsel for Owner and agrees with the settlement of this matter as set forth below:
- F. Whereas, UTA is required to obtain concurrence from its Board of Directors (UTA Board) and from the Federal Transit Administration (FTA) to expend the funds agreed to herein, and the Parties agree that the Parties performance under this agreement will be subject to the condition precedent of FTA and UTA Board approval which shall be expeditiously pursued by UTA:

NOW, *THEREFORE*, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

AGREEMENT

1. The signatory for Owner affixed below represents that they/he has/have been authorized to execute this Agreement on behalf of Carillon Square, LLC.
2. The signatory for Secured Lender represents that they/he has/have been authorized by the Secured interest holders and/or interest holders to execute this Agreement on behalf of Midland Life Insurance Company.
3. Owner and Secured Lender agrees to resolve and settle the Pending Litigation as part of a full settlement for the value of property interests conveyed and taken and all damages to property interest that would be caused by the taking(s) for transportation purposes to the tracts of land and other property interests owned by Owner and securing Secured Lender’s interests. UTA agrees to pay the Owner for the real property interests acquired and damages/cost to cure in the total amount of **\$1,465,766.10** as described as follow:
 - a. For the Parcels described in Table A below in the amount of **\$612,500.00**. Owner and Secured Lender shall consent to the entry of final judgment of condemnation as to the properties identified in Table A hereto;

Table A – The Affected Parcels		
Owner Name	Parcel #	≈ Street Address
Carillon Square, LLC	Parcel Nos. 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, 154:PUE	287 East University Parkway, Orem, Utah 84058

- b. The Parties agree to mitigate and resolve damages for lost parking by UTA compensating Owner in the amount of **\$446,308.30** calculated as follows:
 - i. **Acquisition of Substitute Land** consisting of Payment in the amount of **\$236,090.00** for the purchase of Orem Parcel (including purchase price per Orem Real Estate Purchase Contract in the amount of \$230,000, appraisal fees \$2,200, prior closing costs \$1,790, future closing costs, and title insurance policy of approximately \$ 2,100.00;

- ii. **Conversion of Orem Parcel to Parking** consisting of Payment in the amount of **\$198,018.30** (including construction and demolition in the amount of **\$178,209.00** Engineering costs incurred for Anderson Wahlen & Associates and submittals to Orem City in the amount of **\$19,809.30**; and
 - iii. **Alta Survey** in the amount of **\$8,200**;
 - c. UTA agrees to compensate Owner by completing landscaping repairs per Orem approved plan by May 31, 2019, as provided in the attached **Exhibit A** to this Agreement; and complete parking lot restoration of the existing parking lot which shall consist of application of a new seal coat and restriping of parking stalls
 - d. UTA agrees to pay owner for additional construction related cost to cure items in the amount of **\$82,972.20** including the following:
 - i. Dumpster enclosure in the amount of **\$29,474.00**;
 - ii. Relocation of entry signs in the amount of **\$7,000.00**;
 - iii. Compensate for lost asphalt paving in the amount of **\$42,298.20**; and
 - iv. Replacement of 6 mature honey locust trees and 1 maple tree that were damaged or destroyed during Project construction valued at \$600 each of **\$4,200**.
 - e. UTA has previously paid **\$327,985.60** to JL Hardy for relocation of marque signs as a cost to cure item necessitated by the Project which amount shall be subtracted from the total to be paid;
 - f. The total amount remaining due to be paid by UDOT to Owner is **\$1,137,780.50** of which **\$999,700.00** has been previously paid into Court.
- 4. This Agreement is being entered as part of a settlement of all claims and counterclaims that were, or could have been, asserted in the civil actions commenced by the Utah Department of Transportation related to UDOT's condemnation of the Affected Parcels described in the Complaints and any associated property interests or damages.
- 5. Subject to the payment and other obligations set for herein, Owner, Secured Lender, and UDOT agree to cause their counsel to stipulate to the entry of a Stipulated Final Judgment of Condemnation in the form attached hereto as Exhibit A. Secured Lender agrees to execute a partial reconveyance of its deed of trust in the form attached as Exhibit B. Owner and Secured Lender agree that the Final Judgment of Condemnation will be recorded against the property and their interests. The parties agree that all funds on deposit with the Court in connection with the Civil Actions, including funds deposited in connection with UDOT's Motions for Occupancy, shall

be released to directly to Owner and/or paid to the Secured Lender as the Owner and Secured Lender may mutually direct in the amount of \$999,700 and the remaining amount of \$138,080.50 shall be paid by check from UTA.

6. With regard to the property interests to be conveyed under this Agreement, Owner represents that as far as the they are aware there are no other persons or entities that have an ownership or other interests in the property or in the money being paid by UTA in exchange for the real property to be conveyed by Owner.
7. The Parties understand that complete execution of this Agreement is subject to concurrence by the FTA and approval by the UTA Board of Trustees.
8. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of the Parties hereto and stating the intent of the parties to amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date upon which all parties shall have executed this Agreement.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Its: _____

UTAH TRANSIT AUTHORITY

By: _____

Its: _____

“The Owner”



Carillon Square I, L.C.

By: David J. Callister

Its: Managing Member

SECURED LENDER:

**MIDLAND NATIONAL LIFE INSURANCE
COMPANY, an Iowa corporation**

By: Guggenheim Partners Investment
Management, LLC, as Investment Adviser
for Midland National Life Insurance
Company

By: 

Margot M. Latham
Managing Director



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION VIII
Colorado, Montana,
North Dakota,
South Dakota,
Utah and Wyoming

1961 Stout Street
Suite 13301
Denver, Colorado 80294
(303) 362-2400 (voice)

October 1, 2019

Carolyn Gonot
Executive Director
Utah Transit Authority
600 West 220 South
Salt Lake City, UT 84130

Re: Provo-Orem Bus Rapid Transit Project – Administrative Settlement Request for Parcel 154B:
Carillon Square I, L.C.

Dear Ms. Gonot:

This letter responds to the Utah Transit Authority's (UTA) request, dated August 6, 2019, seeking concurrence with an administrative settlement for the acquisition of Parcel 154B located at 287-321 East University Parkway, Orem, UT. The property is needed for the construction of the Provo-Orem Transportation Project. UTA is requesting an administrative settlement in the total amount of \$1,465,766.10. The property is owned by Carillon Square I, L.C. UTA proposes to acquire the fee acquisition of 22,537 square feet, two permanent easements totaling 2,182 square feet, and two temporary construction easements totaling 34,199 square feet. UTA initially offered \$676,300 for the property; the requested administrative settlement is in the amount of \$1,465,766.10.

Based on the initial appraisal, an offer was presented to the owner in the amount of \$676,300 in February, 2017. Due to a project design change, this property incurred additional impacts which required a new appraisal. In August 2017, UTA requested concurrence on the modified design and appraisal and presented a revised offer to the owner in the amount of \$999,700. During the time of the design change, negotiations with the property became more complex, leading to the owner retaining legal counsel. UTA continued to work for a right of occupancy but over the course of discussions it was determined that the fastest route to occupancy would be through condemnations proceedings. In March 2018, the court granted the motion for an Order of Immediate Occupancy. The property owner and his legal counsel have been working with UTA though the process to develop a mutually agreeable settlement and to mitigate parking concerns.

The acquisition would have placed the property out of compliance with parking regulations with Orem City regarding the number of available stalls. To prevent this, UTA agreed to reimburse the landowner for the purchase of adjacent property owned by Orem City and conversion of that property into additional parking. Therefore, the parties reached a tentative Settlement Agreement, subject to FTA concurrence, for \$1,465,766.10. The settlement represents a \$466,066.10 increase over the approved appraisal amount of \$999,700.

UTA's settlement justification, including the supporting documentation satisfies the requirements of the 49 CFR § 24.102(i) and FTA Circular 5010.1E, Chapter IV, subsection 2.e(5). Further, because the property is necessary for construction of the Project, FTA concurs with the requested administrative settlement of \$1,465,766.10, which is reasonable, prudent, and in the public interest.

FTA specifically advises that FTA Circular 5010.1E requires the grantee to "consider the effect, if any, that contamination has on the market value of the property being valued." FTA cannot participate in the funding of any clean-up of the property areas if the requirements in Circular 5010.1E are not met.

Should you have any questions regarding this matter, please contact Melanie Choquette, Transportation Program Specialist, at (303) 362-2388 or melanie.choquette@dot.gov.

Sincerely,

CINDY E TERWILLIGER Digitally signed by CINDY E TERWILLIGER
Date: 2019.10.01 12:58:38 -06'00'

Cindy Terwilliger
Regional Administrator



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Carlton Christensen, Board of Trustees Chair

BOARD MEETING DATE: October 30, 2019

SUBJECT:	R2019-10-04 Amended Resolution of the Board of Trustees of the Utah Transit Authority Approving a Fifth Amendment of the Authority's 2019 Budget
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approval of R2019-10-04 Amended Resolution Approving a Fifth Amendment of the Authority's 2019 Budget
BACKGROUND:	On October 9, 2019 the UTA Board of Trustees approved R2019-10-04 approving a Fifth Amendment of the Authority's 2019 Budget. The original resolution did not document the actions of the Local Advisory Council that are statutorily required for this budget resolution. This amendment corrects that omission.
DISCUSSION:	During the September 25, 2019 Local Advisory Council meeting, council members reviewed and consulted on the Authority's proposed 2020-2024 Capital Plan and Fifth Amendment to the 2019 Budget that included the issuance of Series 2019 Bonds. The Council unanimously recommended approval to the Board of Trustees. This consultation fulfilled the Council's statutory role as defined in Utah's Public Transit District Act.
ATTACHMENTS:	1) R2019-10-04 Amended (Redlined) 2) Exhibit A to R2019-10-04 Amended

**AMENDED RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING A FIFTH AMENDMENT
OF THE AUTHORITY'S 2019 BUDGET**

R2019-10-04 Amended

October ~~09~~ 30, 2019

WHEREAS, the Utah Transit Authority (the "Authority") is a large 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;

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget;

WHEREAS, the Board of Trustees adopted the Authority's 2019 Budget on December 12, 2018 in Resolution No. R2018-12-01 and re-adopted the Authority's 2019 Budget on January 30, 2019 in Resolution No. R2019-01-05;

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds;

WHEREAS, the Board of Trustees has previously amended the Authority's 2019 Budget on June 19, 2019 in Resolution No. R2019-06-02, on July 31, 2019 in Resolution No. R2019-07-05, on July 31, 2019 in Resolution No. R2019-07-06, on September 11, 2019 in Resolution R2019-09-02;

WHEREAS, the Authority would like to issue its 2019 Sales Tax Revenue and Refunding Bonds for the purpose of financing and refinancing improvements and additions to the Authority's public transit system;

WHEREAS, the 2019 Sales Tax Revenue and Refunding Bonds necessitate an amendment of the Authority's 2019 Budget;

WHEREAS, in accordance with Utah Code §§ 17B-2a-808.1(2) and 17B-2a-808.2, prior to the issuance of the Series 2019 Bonds, the Board shall create and approve an annual budget, after consultation with the Local Advisory Council for the Authority (the "LAC"), which budget includes the issuance of the Series 2019 Bonds and the LAC shall have reviewed, approved and recommended final adoption of the new capital development projects included in the Series 2019 Project and the funding thereof; and

WHEREAS, on September 25, 2019 the Local Advisory Council reviewed the Authority's proposed 2020-2024 Capital Plan and Fifth Amendment to the Authority's 2019 Budget, including the issuance of Series 2019 bonds, and believed it is in the best interest of the Authority and all constituents to approve the Fifth Amendment of the

Authority's 2019 Budget and to forward it to the Board of Trustees with a recommendation for approval; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2019 Budget as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the ~~Fourth~~ Fifth Amendment of the Authority's 2019 Budget attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this ~~9th~~ 30th day of October 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

**UTAH TRANSIT AUTHORITY - Exhibit A
2019 Budget - Fifth Amendment - Capital
October 9, 2019**

<u>Funding Sources</u>	<u>Budget Amendment</u>	
	Budget After July 31 Budget Amendments	Budget After Amendment #5
1 UTA Current Year Funding	\$ 23,279,000	\$ 23,279,000
2 2018 UTA Carryover Funding	21,238,438	21,238,438
3 Sales Tax	6,000,000	6,000,000
4 Grants	62,482,278	62,482,278
5 Local Partner Contributions	17,013,733	17,013,733
6 State Contribution	5,065,699	5,065,699
7 2018 Bond Proceeds	25,077,792	25,077,792
8 2019 Bond Proceeds	75,000,000	75,000,000
9 Leasing	11,103,282	11,103,282
10 Total Funding Sources	171,260,222	75,000,000
 <u>Expense</u>		
11 Provo-Orem TRIP	10,591,896	10,591,896
12 Airport Station Relocation	2,650,000	2,650,000
13 State of Good Repair	50,644,243	50,644,243
8 Other Capital Projects	107,374,083	107,374,083
9 Total Expense	\$ 171,260,222	\$ - \$ 171,260,222



MEMORANDUM TO THE BOARD

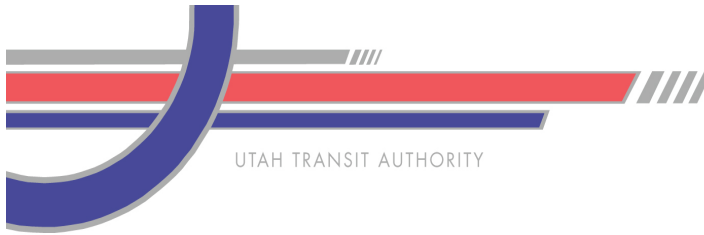
TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: October 30, 2019

SUBJECT:	10 Transit and 9 Canyon Service Buses (Gillig)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute Task Order 7 with Gillig LLC in the amount of \$9,642,592.49 bringing the total amount of the 5-year contract to \$62,041,120.85.
BACKGROUND:	<p>UTA currently has 10 40-foot transit buses and 9 35-foot canyon service buses that are nearing the end of their useful life. The transit buses were manufactured in 2008 and have a useful life of 12 years. The canyon service buses were manufactured in 2007 and have a useful life of 13 years. The current contract was awarded October 17, 2016 and ends October 13, 2021. The contract was for a base award of 47 vehicles with an option to purchase up to an additional 128 vehicles. The procurement was conducted by supply chain as a best value contract in a competitive RFP process. The bids were reviewed by a selection committee consisting of representatives of Vehicle Support, Fleet Engineering and Bus Vehicle Maintenance. The results of the procurement review used an adjective scoring system. The result was awarding the contract to Gillig LLC.</p> <p>This is the seventh Task Order to be placed on this contract. This particular task order is for 10 Transit Buses and 9 Canyon Service Buses for a total of 19 vehicles. There are 54 options remaining on the contract.</p>
DISCUSSION:	<p>Replacement of 10 Transit and 9 Canyon Service Buses will ensure the bus fleet remains in a state of good repair.</p> <p>The unit price for both vehicle types have been adjusted from the original 2016 base price per the agreed upon Producer Price Index (PPI) adjustment. The pricing on the original requisition was based on estimated pricing before the PPI adjustment. The total costs are as follows:</p>

	(10)-40' Transit Buses: \$5,087,839.75 (9)-35' Canyon Buses: \$4,554,752.74 Total amount of Task Order 7: \$9,642,592.49	
CONTRACT SUMMARY:	Contractor Name: Gillig LLC	
	Contract Number: 16-1680PP	Existing Contract Value: \$52,398,528.36
	Base Contract Effective Dates: October 17, 2016 - October 13, 2021	Extended Contract Dates:
	Amendment Amount: \$9,642,592.49	New/Total Amount Contract Value: \$62,041,120.85
	Procurement Method: Lease	Funding Sources: Local
ALTERNATIVES:	Transit and Canyon Service Buses would be utilized in service past their useful life resulting in a less reliable fleet with increased maintenance cost. There is no cost-effective alternative to replacing vehicles.	
FISCAL IMPACT:	The requested amount is budgeted in the proposed 2020 capital budget.	
ATTACHMENTS:	1) Seventh Order 30'-40' Diesel or CNG Buses –SIGNED BY J POLICARPIO.docx.pdf 2) PPI Calculation.xlsx	

Contract 16-1680PP
30'-40' Diesel or CNG Buses,
Trolleys and 35' Canyon Service Buses



September 17, 2019

Gillig LLC
25800 Clawiter Road
Hayward, CA 94545

**RE: CONTRACT 16-1680PP 30'-40' Diesel or CNG Buses, Trolleys and 35'
Canyon Service Buses**

**SEVENTH ORDER NOTICE TO PROCEED
AWARD OF CONTRACT**

**For Ten (10) Diesel Transit Buses; and
Nine (9) Diesel Canyon Service Buses**

Dear Mr. Joseph Policarpio,

This letter shall serve as the Seventh Order for Contract Award wherein the Authority made award of the contract from the Gillig LLC Contract Effective October 17, 2016.

These Diesel Buses shall be manufactured as outlined in the Authority's Updated Red-Lined Technical Requirements, the above reference contract and Gillig LLC's Price Summary dated June 28, 2016.

The cost of the Nineteen (19) Vehicles are as follows:

<u>ACTION</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>U/PRICE</u>	<u>TOTAL PRICE</u>
Base	10	Purchase Forty (40) Foot Diesel Bus BRT Low Floor Bus	\$456,625.00	\$4,566,250.00
	10	PPI Preliminary 8.06% (2018 PPI +5%)	\$36,803.98	\$368,039.75



Contract 16-1680PP
 30'-40' Diesel or CNG Buses,
 Trolleys and 35' Canyon Service Buses

	10	Delivery	\$1,734.00	\$17,340.00
		<u>CHANGES MADE TO PREVIOUS ORDERS</u>		
	10	BRT Front CAP	\$9,790.00	\$97,900.00
	10	BRT Rear Caps	\$3,460.00	\$34,600.00
	10	BRT Front Roof Fairing	\$1,250.00	\$12,500.00
	10	BRT Rear Roof Fairing	\$1,250.00	\$12,500.00
	10	Meritor Brake Wear Indicators	(\$220.00)	(\$2,200.00)
	10	10 Straps Per Bus Leaving 8 Per Bus	(\$100.00)	(\$1,000.00)
	10	2 Auxiliary Brake Lamps on HVAC Door	(\$100.00)	(\$1,000.00)
	10	Amerex Fire Suppression	(\$1,800.00)	(\$18,000.00)
	10	Fuel Master AIM 2	\$367.00	\$3,670.00
	10	To Breeze Clamps	\$0.00	\$0.00
	10	Hitech Duravent	\$0.00	\$0.00
	10	Curbside AMSECO Backboard Design ADA Configuration	\$247.00	\$2,470.00
	10	Sunrise 2 Line Amber Sign	\$1,574.00	\$15,740.00
	10	Warranty Extended Steering Box Coverage to 5 Years/300,000 miles	\$500.00	\$5,000.00
	10	Niehoff Smart Regulator A2-368	\$125.00	\$1,250.00
	10	E-Stroke	(\$2,481.00)	(\$24,810.00)
	10	Datatrak Pro & Guard	(\$110.00)	(\$1,100.00)
	10	Bike Rack Ad Frame	(\$200.00)	(\$2,000.00)



Contract 16-1680PP
 30'-40' Diesel or CNG Buses,
 Trolleys and 35' Canyon Service Buses

	10	Curbside Wheelwell Storage Box	\$546.00	\$5,460.00
	10	Special Chime For Seat Alarm	\$40.00	\$400.00
	10	(2) Extra Strip Lamps to HVAC Door (4 total)	\$200.00	\$2,000.00
	10	(2) Additional 4: Brake Lamps to Upper HVAC Door	\$115.00	\$1,150.00
	10	(2) 7" Brake Laps to Engine Door Centered	\$115.00	\$1,150.00
	10	Bike Rack & Pivot Plate	(\$1,000.00)	(\$10,000.00)
	10	Bike Rack Ad Frame	(\$200.00)	(\$2,000.00)
	10	(2) 7" Brake Lamps to Engine Door Centered	\$115.00	\$1,150.00
	10	Kidde Armored Fire Wire	\$275.00	\$2,750.00
Delete	10	Curbside Amesco Backboard (Change to Base w/ 2 Q'PODS)	(\$247.00)	(\$2,470.00)
Add	10	Datatrak Pro and Guard	\$110.00	\$1,100.00
		Total Current Price for 40' Diesel BRT Low Floor Bus	\$508,783.98	\$5,087,839.75

<u>ACTION</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>U/PRICE</u>	<u>TOTAL PRICE</u>
Base	9	Purchase Thirty-Five (35) Foot Diesel Canyon Service Buses	\$450,529.00	\$4,054,761.00
	9	PPI Preliminary 8.06% (2018 PPI +5%)	\$36,312.64	\$326,813.74
	9	Delivery Charge	\$1,734.00	\$15,606.00
	9	Alternative BRT Front Caps	\$9,790.00	\$88,110.00



Contract 16-1680PP
 30'-40' Diesel or CNG Buses,
 Trolleys and 35' Canyon Service Buses

	9	Alternative BRT Rear Caps	\$3,460.00	\$31,140.00
	9	BRT Front Roof Fairing	\$1,250.00	\$11,250.00
	9	BRT Rear Roof Fairing	\$1,250.00	\$11,250.00
	9	2 Auxiliary Brake Lamps on HVAC Door	(\$100.00)	(\$900.00)
	9	Bike Rack (Keep Bracket & Pivot Plate)	(\$800.00)	(\$7,200.00)
	9	Bike Rack Ad Frame	(\$200.00)	(\$1,800.00)
	9	Meritor Brake Wear Indicators	(\$220.00)	(\$1,980.00)
	9	To Breeze Clamps	\$0.00	\$0.00
	9	Hitech Duravent	\$0.00	\$0.00
	9	Sunrise 2 Line Amber Sign	\$1,574.00	\$14,166.00
	9	Warranty Extended Steering Box Coverage to 5 Year/300,000 Miles	\$500.00	\$4,500.00
	9	Curbside Wheelwell Storage Box	\$546.00	\$4,914.00
	9	Curbside Heater Inset in Wall Aft of Rear Door	\$458.00	\$4,122.00
		Total Current Price for 35' Diesel Canyon Service Bus	\$506,083.64	\$4,554,752.74
		GRAND TOTAL FOR SEVENTH ORDER		\$9,642,592.49

The award of this seventh order is a total amount of **\$9,642,592.49**. Delivery of the ten (10) forty (40) Foot Diesel Bus BRT Low Floor Bus and the nine (9) thirty-five (35) Foot Diesel Canyon Service Buses will be February 8, 2021.


If you are in agreement to the above, please sign on the line indicated below and return one copy to Ms. Pat Postell at ppostell@ride.uta.com. A fully executed copy will be provided after all signatures are obtained.

Sincerely,



Contract 16-1680PP
30'-40' Diesel or CNG Buses,
Trolleys and 35' Canyon Service Buses

GILLIG LLC



Signature

JOSEPH POLICARPIO

Printed Name

VICE PRESIDENT

Title

UTAH TRANSIT AUTHORITY

Carolyn A. Gonot
Executive Director

Eddie D. Cumins
Chief Operating Officer

David Hancock
Director of Asset Management

Approved As to Form:

UTA Legal Counsel





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: October 30, 2019

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Holiday gift cards for UTA employees<ul style="list-style-type: none">○ This is a procurement to purchase 2,900 holiday gift cards for UTA employees from a local grocery store valued at \$125 each. It will be an IFB procurement and awarded to the lowest price vendor.• Electronic Voucher (eVoucher) System Development, Testing, and Demonstration<ul style="list-style-type: none">○ This is a procurement to contract the development of an innovative eVoucher software/mobile solution that will replace manual paper systems.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: October 30, 2019

SUBJECT:	Complimentary Service for Vineyard FrontRunner Site Tour
AGENDA ITEM TYPE:	Fare/Service Request Approval
RECOMMENDATION:	Approve complimentary service request for Vineyard FrontRunner site tour on October 11, 2019.
BACKGROUND:	This request for complimentary service is being presented to the board as required in UTA Board Policy 4.1 -Fares for approval.
DISCUSSION:	On October 8, 2019, the Mayor of Vineyard requested the use of a UTA vehicle to conduct a tour with UTA Stakeholders in the Vineyard Frontrunner Station of the new FrontRunner and UVU site on October 11, 2019. Due to the short timing of the request, the Executive Director reported the request to the Board of Trustees at their October 16, 2019 Board meeting. There were no objections to the service request for 15-16 participants, including the Mayor of Vineyard City, Lieutenant Governor, UTA Executive Director and other officials to visit the Vineyard FR site and UVU development site. However, the Board of Trustees requested that an agenda item be added on a future agenda to formally approve the service request.
FISCAL IMPACT:	Estimated cost of the service was \$100 and is based on cost per hour and mileage.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: October 30, 2019

SUBJECT:	Complimentary Service for Central Corridor Study Tour
AGENDA ITEM TYPE:	Fare/Service Request Approval
RECOMMENDATION:	Approve service request for Central Corridor Transit Study Tour
BACKGROUND:	This request for complimentary service is being presented to the board as required in UTA Board Policy 4.1 -Fares for approval.
DISCUSSION:	As part of the Central Corridor Transit Study, Mayors and City Managers in Utah County will take a bus tour along State Street using Route 850 and UVX. UTA will provide courtesy bus service from the Provo Frontrunner Station back to Pleasant Grove. This will take place on November 4, 2019
FISCAL IMPACT:	Estimated cost of the service is \$116 and is based on cost per hour and mileage.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications and Marketing Officer
Bob Biles, Chief Financial Officer
PRESENTER(S): Jaron Robertson, Acting Director Innovative Mobility Solutions
Monica Morton, Fares Director
Andrea Packer, Communications Director

BOARD MEETING DATE: October 30, 2019

SUBJECT:	South Salt Lake County Microtransit Pilot Fares
AGENDA ITEM TYPE:	Fare/Service Request Approval
RECOMMENDATION:	Approve the pilot base fare product and pricing for the microtransit service and delegate authority to the Executive Director to strategically implement fare promotions as needed during the pilot.
BACKGROUND:	<p>UTA is preparing to launch the South Salt Lake County Microtransit pilot to demonstrate and test innovative transit services and technologies for improved coverage and efficiencies. The pilot includes a 65 square mile geofenced service area in the cities of Bluffdale, Draper, Herriman, Riverton and sections of Sandy and South Jordan. UTA has formed a public private partnership with Via to provide a Transportation as a Service (TaaS) solution for the operations of the pilot. Via will provide mobile phone technology, drivers, vehicles, joint customer service, joint marketing, and administrative services for day-to-day operations of the pilot.</p> <p>A key function of this pilot is fare administration and collection. This new microtransit service has unique characteristics that separate it from the traditional modes of service for which UTA's current fare system was built. As a result, current fare processes and parameters do not completely align with the microtransit pilot. For the launch of the pilot, a special set of fare processes and parameters have been established as documented in this memo. Throughout the pilot UTA will test and implement fare administration and collection features that are sustainable long term. In addition, UTA will pilot various fare promotions and discounts to help build awareness and ridership.</p>
DISCUSSION:	<p>Pilot Base Fare Products & Pricing</p> <p>Fare pricing will match the current system's one-way local adult fare. UTA will also make available the reduced fare for senior citizens and riders with disabilities, due to the ability to pay through an app. The reduced fare discount will also be available by entering a unique one-time code in the app when the rider profile is initially created. All</p>

reduced fare discount codes will be issued on a one-to-one basis to qualified riders through customer service. In Summary, the base fares are as follows:

- One-Way: \$2.50
- Reduced Fare One-Way: \$1.25

Transfers

Transfer will be the same as those outlined in the Utah Transit Authority Fare Transfer Rules document. The transfer time is based on the pick-up time plus 2 hours and 30 minutes. Transfers are not allowed between two consecutive microtransit trips.

Fare Validation

UTA operators and transit officers do not need to change the way they validate current UTA fare media, but they need to be familiar with the new Via mobile ticket and perform a visual validation. Via microtransit drivers will do visual validation of all current UTA fare media that is accepted on this service.

Fare Promotions & Discounts

UTA is planning to implement various fare promotions and discounts during the pilot as part of the pricing strategy to acquire customers and evaluate the demand and market for microtransit service. In addition, UTA will want to offer promotional discounts to keep riders engaged and encourage them to refer other riders. Via will work with UTA to determine which promotions would be most successful, using their experience of similar service areas. Below is a list of some potential promotions and discounts that may be offered. There will also be several different events throughout the pilot. Examples of potential promotions for the micro-transit pilot project includes:

- One-Way Fare (\$1)
- Weekly Pass (\$9.50)
- New Rider (2 Rides Free)
- Referrals (\$5 Ride Credit)
- Referrals Contest (10 Rides Free)
- Churn (50% Next 3 Rides)
- Engagement (1 Ride Free)
- Weekly Pass (\$18.75)

UTA may need to be flexible with the promotion and discount terms as needed. The marketing staff will present monthly reports to the Board on the various promotions.

Potential Fare Enhancements

During the microtransit pilot, UTA will evaluate fare enhancements designed to enhance the customer experience. Enhancements may include the integration of electronic fare payment systems and validators, integration of UTA pass products into the Via Mobile App, and cash collection systems onboard vehicles.

ALTERNATIVES:	None
FISCAL IMPACT:	None: Fare revenue is not accounted for in the overall costs and expenses of the microtransit pilot. Fare collection is to test and learn how to incorporate fares for microtransit services. Fare promotions and discounts are to build ridership and awareness.
ATTACHMENTS:	1) Attachment 1: Utah Transit Authority Fare Transfer Rules

Utah Transit Authority Fare Transfer Rules

As Approved by Business Unit Forum in 2009

Last updated for microtransit transfer time on September 27, 2019

One-way fare = per-ride value

Local Bus, TRAX, Streetcar	Microtransit	FrontRunner	Express Bus	Park City Bus	Ski Bus
\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$4.50	\$4.50

Final Fare with Transfer Applied (if allowed)

		To this service					
		Local Bus, TRAX, Streetcar	Microtransit	FrontRunner	Express Bus	Park City Bus	Ski Bus
From this service	Local Bus, TRAX, Streetcar	Free	Free	Up to \$7.20	\$3.00	\$2.00	\$2.00
	FrontRunner	Free	Free	Up to \$7.20	Up to \$3.00	Not allowed	Up to \$2.00
	Express Bus	Free	Free	Up to \$4.20	Free	Not allowed	Free
	Park City Bus	Free	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
	Ski Bus	Free	Free	Up to \$5.20	\$1.00	Not allowed	Not allowed
	Microtransit	Free	\$2.50	Up to \$7.20	\$3.00	Not Allowed	Not Allowed

*Transfers are not allowed between two consecutive microtransit trips

Transfer timing

- Bus – End of route time plus 2 hours
- TVM – Ticket purchase time plus 2 hours and 30 minutes
- EFC – Tap off time plus 2 hours
- Mobile Ticket – Activation time plus 2 hours and 30 minutes
- Microtransit (Via) – Pick up time plus 2 hours and 30 minutes

Electronic fare inspection timing

- TRAX, Streetcar – Tap on time plus 2 hours
- FrontRunner – Tap on time plus 3 hours



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications & Marketing Officer
PRESENTER(S): Andrea Packer, Communications Director
Sam Aramburu, Community Relations Specialist

BOARD MEETING DATE: October 30, 2019

SUBJECT:	Community Relations and School Programs
AGENDA ITEM TYPE:	Discussion Item
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>Approximately three years ago, UTA conducted an assessment of past and current community relations efforts and developed a new, comprehensive Community Relations plan. The plan identified opportunities in several specific areas, such as K-12 education outreach, low-income and minority populations, the business community and the public at large.</p> <p>Last year, a new Community Relations Specialist position was created and filled within the PR & Marketing Department, and multiple efforts have been underway to start implementing the plan and improve UTA's presence, visibility and access to the community.</p>
DISCUSSION:	<p>Staff will present an overview of improved and new programs as part of the implementation of the broad community relations program, specifically:</p> <ul style="list-style-type: none">-Redesigned school outreach campaign-Tours of UTA's bus and rail facilities for field trips or groups in the community-Sponsorships and events in the community