

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



Wednesday, April 15, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

**NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:**

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with Utah Governor Gary Herbert’s Executive Order on March 18, 2020 suspending some requirements of the Utah Open and Public Meetings Act, the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- Public Comment will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, April 14<sup>th</sup> will be distributed to board members prior to the meeting:
  - online at <https://www.rideuta.com/Board-of-Trustees>
  - via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

- |  |   |
|--|---|
| <b>1. Call to Order &amp; Opening Remarks</b>  | <b>Chair Carlton Christensen</b>                      |
| <b>2. Safety First Minute</b>  | <b>Sheldon Shaw</b>                                   |
| <b>3. Consent</b><br>a. Approval of April 8, 2020 Board Meeting Minutes  | <b>Chair Carlton Christensen</b>                      |
| <b>4. Agency Report</b><br>a. Ridership Update<br>b. COVID-19 Update   | <b>Carolyn Gonot</b>                                  |
| <b>5. Resolutions</b><br>a. R2020-02-02 (Amended) Resolution Setting Compensation for District Officers and Administrative Employees, and Appointing Officers<br>b. R2020-04-04 Resolution Approving the Execution of an Interlocal Cooperation Agreement with Midvale City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement | Kim Ulibarri<br><br>Mary DeLoretto<br>Heather Benning |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: [https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

- |           |   |   |
|-----------|---|---|
| c.        | R2020-04-05 Approving Interlocal Cooperation Agreements with Provo City for the Provo Pedestrian Overpass Bridge TIGER Project                                  | Mary DeLoretto<br>Heather Benning   |
| d.        | R2020-04-06 Resolution Authorizing the Purchase of Real Property with Boyer Lake Pointe, L.C. (Parcels 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, and 119:E) | Paul Drake  |
| e.        | R2020-04-07 Resolution Authorizing the Obligation and Drawdown of Coronavirus Aid, Relief, and Economic Security Act Grant Monies by the Executive Director     | Carolyn Gonot<br>Mary DeLoretto   |
| <br>      |   |   |
| <b>6.</b> | <b>Contracts, Disbursements and Grants</b>  |   |
| a.        | Pre-Procurement   | Todd Mills  |
|           | i. Meadowbrook Building Roof Maintenance  |   |
|           | ii. Jordan River Rail Facility Restroom Installation  |   |
| b.        | Grant Application: Depot District and Ogden Electric Vehicle Charging Infrastructure (Rocky Mountain Power Special Projects Grant)                              | Mary DeLoretto  |
| <br>      |   |   |
| <b>7.</b> | <b>Discussion Items</b>   |   |
| a.        | UTA 2020 Benchmark Survey   | Nichol Bourdeaux<br>Andrea Packer<br>Chad Harris & Jen Riley<br>(R&R Partners)<br>Blake Moore & Alex Bean<br>(Cicero) |
| <br>      |   |   |
| <b>8.</b> | <b>Other Business</b>   | <b>Chair Carlton Christensen</b>  |
| a.        | Next meeting: April 29, 2020 at 9:00 a.m.   |   |
| <br>      |   |   |
| <b>9.</b> | <b>Adjourn</b>  | <b>Chair Carlton Christensen</b>  |

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

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# How to Wear a Cloth Face Covering



- Fit snugly but comfortably against the side of the face
- Be secured with ties or ear loops
- Allow for breathing without restriction
- Be able to be laundered and machine dried without damage or change to shape

Sheldon Shaw  
Director of Safety



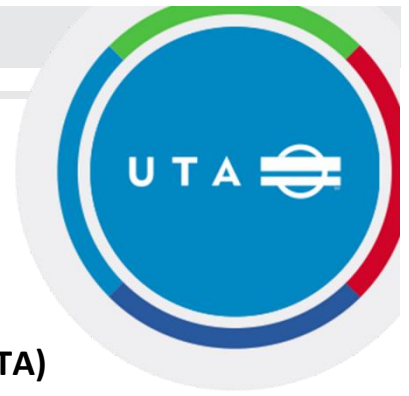


## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jana Ostler, Board Manager

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>Approval of April 8, 2020 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the April 8, 2020 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held on Wednesday, April 8, 2020 at 9:00 a.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2020-04-08_BOT_Minutes_unapproved



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held remotely via phone or video conference  
and broadcast live for the public via YouTube  
April 8, 2020**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also participating were members of UTA staff.

**Call to Order and Opening Remarks.** Chair Christensen welcomed attendees and called the meeting to order at 9:02 a.m. Chair Christensen noted the board and meeting attendees typically recite the Pledge of Allegiance at the beginning of the meeting but will not be doing so in this meeting or future full electronic meetings due to the meeting format.

**Public Comment.** 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.

**Safety First Minute.** Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

**R2020-04-01 Resolution Authorizing Electronic Meetings for the Duration of the Governor's Executive Order 2020-01.** Chair Christensen summarized the resolution, which authorizes the UTA Board of Trustees to conduct full electronic meetings for the duration of the state of emergency declared by Governor Gary Herbert.

A motion to approve R2020-04-01 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

**Consent Agenda.** The consent agenda was comprised of:

- a. Approval of March 25, 2020 Board Meeting Minutes
- b. Approval of March 27, 2020 Board Meeting Minutes

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

**Agency Report.**

**Service Modification Outreach, Ridership Update, and Communication on COVID-19.**

Carolyn Gonot, UTA Executive Director, was joined by Eddy Cumins, UTA Chief Operating Officer, and Andrea Packer, UTA Communications Director. Ms. Gonot stated UTA continues to put the safety of its employees and riders first. She said the agency fully supports the Governor's "stay home, stay safe" directive. Ms. Gonot requested riders follow social distancing practices on transit and not take transit if they are ill. She added that riders can find information about UTA's response to the COVID-19 pandemic at [www.rideuta.com/health](http://www.rideuta.com/health). Ms. Gonot also noted that employees are receiving regular communication about how the agency is managing during the pandemic.

Mr. Cumins spoke about the operating aspects of UTA's response to the COVID-19 threat. Service reductions necessitated by pandemic-related declines in ridership were implemented on April 5, 2020. As expected, ridership data from April 6, 2020 showed a drop due to reduced service.

Mr. Cumins said the agency is now asking riders to wear masks on the system and added that UTA is distributing masks to operators and frontline employees. Safety measures continue, with daily disinfecting of vehicles and facilities. The agency also intends to hire a contractor to disinfect the major transit hubs.

Ms. Packer reiterated the safety of employees and riders is a top priority. UTA's website is updated regularly and the agency is following federal, state, and local guidelines. Messaging is being distributed via social media and signage on vehicles that promotes social distancing and other protective measures.

Ms. Gonot concluded by stating UTA's key objectives remain the same: keep the workforce and riders safe and ensure fiscal responsibility during the crisis.

Discussion ensued. A question on the overall morale of employees was posed by the board and answered by staff.

**Financial Report – February 2020.** Bob Biles, UTA Chief Financial Officer, reviewed the financial report, including sales tax collections expense variance by mode, expense variance by chief officer, and expense variance by type. Discussion ensued. Questions on year to date sales tax and timeline for receipt of updated information on projected sales tax data were posed by the board and answered by Mr. Biles.

**R2020-04-02 Resolution Granting Expenditure and Disbursement Authority.** Mr. Biles explained the resolution, which adds Siemens Mobility Inc. to the list of vendors authorized for preapproved disbursements under Board Policy 4.2. The agency is authorized to make up to \$500,000 in individual disbursements to vendors on the list. Discussion ensued. A question on the \$500,000 maximum was posed by the board and answered by Mr. Biles.

A motion to approve R2020-04-02 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

**Board Reserves Policy Discussion.** Mr. Biles was joined by Brian Baker with Zions Public Financing and Blake Wade with Gilmore & Bell. Mr. Biles reviewed recent actions related to cash reserves. He then spoke about new considerations related to cash reserves, such as the November 2019 and 2020 bond refunding, delay in preventative maintenance revenues, and economic impact of the COVID-19 pandemic. Mr. Biles highlighted key aspects of the debt reduction and bond reserves and provided recommendations to the board, including reallocating the debt reduction reserve to the general operating and capital replacement reserves, using sureties to fulfill the senior bond reserve requirement, and using cash to make principal and interest payments.

Discussion ensued. Questions on the timing of the reallocation, timeline for receipt of formula funds from the CARES Act, perspective of rating agencies on recommended actions, potential opportunity costs associated with taking recommended actions, timing of principal and interest payments, costs associated with using sureties to replace cash reserves, dates for principal, and interest payments required this year were posed by the board and answered by staff. It was noted that any amendment to the current bond documents would need to come before the board. The board directed Mr. Biles to investigate the option of using sureties to replace cash reserves.

**R2020-04-03 Resolution Approving the Use of the Authority’s Service Sustainability Fund in Light of the National and State Declarations of Emergency Regarding the Novel Coronavirus (COVID-19) Outbreak.** Mr. Biles described the resolution, which authorizes the use of the \$9.6 million service stabilization reserve to address revenue shortfalls, less expense adjustments, resulting from the COVID-19 pandemic.

A motion to approve R2020-04-03 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

#### **Contracts, Disbursements, and Grants.**

**Grant Application: BUILD Grant Application for Point of the Mountain Transit Environmental Study (US Department of Transportation).** Mary DeLoretto, UTA Chief Service Development Officer, stated UTA’s intention to apply for a Better Utilizing Investments to Leverage Development (BUILD) grant to fund completion of a National Environmental Policy Act (NEPA) document for the Point of the Mountain Transit Study, including conceptual and/or preliminary engineering. Discussion ensued. A question on the dollar amount of the application was posed by the board and answered by Ms. DeLoretto.

**Grant Application: Safety Research and Demonstration Grant – Suicide Prevention Research and Demonstration Project (Federal Transit Administration).** Ms. DeLoretto indicated the agency is preparing a grant application to support a radar and camera surveillance system intended to reduce suicide and trespasser-related incidents. Discussion ensued. Questions on the dollar amount of the application and communities the agency is approaching for a local match were posed by the board and answered by staff.

**Grant Application: Transit Security Grant Program – Proposed Projects (Homeland Security).** Ms. DeLoretto said UTA plans to submit an application for funds under the Transit Security Grant Program for four projects: cybersecurity, mobile camera trailers, training exercises, and FrontRunner cameras. Discussion ensued. Questions on the total dollar amount of the application and timeline for the selection process were posed by the board and answered by Ms. DeLoretto.

#### **Discussion Items.**

**South Salt Lake County Microtransit Pilot Quarter 1 Report.** Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, was joined by Jaron Robertson, UTA



Director of Innovative Mobility Solutions, and Andrea Packer, UTA Communications Director. Mr. Robertson reviewed the goals and objectives of the pilot and provided the board with information on ridership, utilization, customer experience ratings, and performance. Ms. Packer then spoke about marketing and promotions for the project. Following Ms. Packer's remarks, Mr. Robertson covered next steps.

Discussion ensued. A question on using microtransit service in the agency's ridership recovery efforts following the COVID-19 pandemic was posed by the board and answered by staff.

Trustee Holbrook requested analysis of the pilot include the possibility of incorporating the service in other communities.

**Fuel Hedging.** Mr. Biles delivered a presentation on fuel hedging and associated considerations. Discussion ensued. Questions on the impact of a fuel hedging program on existing contracts, market volatility, possibility of creating a fuel hedging reserve, and costs associated with fuel hedging were posed by the board and answered by Mr. Biles.

**Other Business.**

**Next Meeting.** The next meeting of the board will be on Wednesday, April 15, 2020 at 9:00 a.m.

**Closed Session.** Chair Christensen indicated there was a need for a closed session to discuss collective bargaining. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Chair Christensen called for a ten-minute recess at 11:05 a.m. and the board entered into closed session at 11:15 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 11:36 a.m.

**Adjournment.** The meeting was adjourned at 11:37 a.m. by motion.

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

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/597961.html> for entire content.*

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

UNAPPROVED

## Appendix

### Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting April 8, 2020

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**Received April 6, 2020 from George Chapman:**

comments to be read before or during Board of Trustees Apr 8 meeting

I acknowledge the serious issues facing UTA but I urge UTA to stop all projects and focus all funding on bus service. Loss of a robust bus system will result in many buying cars which will set back mass transit use a decade.

No matter how many hundreds of millions that UTA spends on projects, ridership will not return when it is competing with pandemic fears and the enjoyment of the freedom and efficiency that a new personal vehicle brings.

UTA should reevaluate if all day FrontRunner and TRAX makes cost effective sense if only 10 passengers ride the trains. UTA should consider using express buses on freeways to substitute for rail service if it is more cost effective. Taxpayers will never forgive spending a thousand dollars subsidy per rider on FrontRunner.

I also suggest that bus fares should go to zero to not have the bus drivers have to interface with riders.

I thank all of you for your service during these difficult times.

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# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest including:</p> <ul style="list-style-type: none"><li>- Ridership Update</li><li>- COVID-19 Update</li></ul>



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kim S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kim S. Ulibarri, Chief People Officer

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>R2020-02-02 (Amended) Resolution Setting Compensation for District Officers and Administrative Employees, and Appointing Officers</b>
<b>AGENDA ITEM TYPE:</b>	Amended Resolution
<b>RECOMMENDATION:</b>	Adopt the amended resolution R2020-02-02 that sets UTA's compensation structure for administrative employees and an annual appointment of officers.
<b>BACKGROUND:</b>	This resolution adopts the corrected 2020 salary structure setting the compensation of all district officers and employees.
<b>DISCUSSION:</b>	<p>The UTA salary structure is updated on a yearly basis. The structure submitted with the original resolution contained a miscalculation on the maximum end of the salary structure. The corrected structure fixes this error. Additionally, some jobs have moved pay grades since the original resolution. These changes are reflected in this corrected structure.</p> <p>There is no change to any other portion of the resolution.</p>
<b>ALTERNATIVES:</b>	If not adopted, the maximum of each pay lane will continue to be significantly higher than needed.
<b>FISCAL IMPACT:</b>	No impact on 2020 budget.
<b>ATTACHMENTS:</b>	<b>R2020-02-02 (Amended)</b>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY SETTING COMPENSATION FOR DISTRICT OFFICERS AND  
ADMINISTRATIVE EMPLOYEES, AND APPOINTING OFFICERS**

R2020-02-02 (Amended)

April 15, 2020

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 ("Act");

WHEREAS, the Act requires the Board of Trustees ("Board") of the Authority to fix the compensation of all district officers and employees, excluding the Board of Trustees whose compensation is fixed by the Local Advisory Council; and

WHEREAS, the Board desires to fix the compensation of all district officers and employees, excluding the Board of Trustees, as required by the Act; and

WHEREAS, the Act requires the Board to appoint district officers, which includes the Executive Director, a secretary, treasurer, comptroller, and internal auditor; and

WHEREAS, the Board previously appointed Carolyn Gonot as Executive Director in Resolution R2019-06-03; and

WHEREAS, the Board desires to appoint a Secretary, Treasurer, Comptroller, and Internal Auditor as required by the Act; and

WHEREAS, Robert K. Biles is currently serving as Secretary/Treasurer, and the Board wishes to reappoint him to that role; and

WHEREAS, Riana De Villiers is currently serving as the Authority's Chief Internal Auditor and is a licensed certified internal auditor with twenty years' experience in the auditing profession, and the Board wishes to reappoint her to that role; and

WHEREAS, Troy Bingham is currently serving as the Authority's Comptroller and has been actively engaged in the practice of accounting for a period of fifteen years, and the Board wishes to reappoint him to that role; and

WHEREAS, the Board previously enacted this resolution, R2020-02-02 on February 12, 2020, but after enactment, it became apparent the compensation schedule, attached as Exhibit A, needed revision; and

WHEREAS, the revised compensation schedule is attached to this Amended Resolution as Exhibit A.

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

1. That the Board hereby sets the compensation of all district officers and administrative employees, excluding the Board of Trustees, as set forth in the compensation schedule attached as Exhibit A.
2. That the Board hereby appoints Robert K. Biles as Secretary/Treasurer.
3. That the Board hereby appoints Troy Bingham as Comptroller.
4. That the Board hereby appoints Riana De Villiers as Internal Auditor.
6. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
7. That the Board hereby repeals and revokes Resolutions R2020-02-02 and R2019-01-01, and that this Resolution supersedes those resolutions.
8. That the corporate seal be attached hereto.

Approved and adopted this 15<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Carlton Christensen, Chair Board of Trustees

ATTEST:

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

(Corporate Seal)

Approved As To Form:

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

Exhibit A

**2020 UTA ADMINISTRATION SALARY STRUCTURE**

Date Printed: 03/20/2020

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
<b>EX</b>	<b>\$133,111.31</b> <b>\$63.996</b>	<b>\$184,738.32</b> <b>\$88.817</b>	<b>\$236,365.34</b> <b>\$113.637</b>		
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1039	Chief Service Development Ofc
				EX1040	Chief Comms &Marketing Officer
				EX1939	Acting Chief Svc Dev Ofc
				EX2009	Executive Director
<b>O</b>	<b>\$120,107.24</b> <b>\$57.744</b>	<b>\$163,488.37</b> <b>\$78.600</b>	<b>\$206,869.51</b> <b>\$99.456</b>		
				MG2074	Sr Program Mgr, EngProject Dev
				MG2114	Director of Asset Management
				MG2120	Director of Capital Projects
				MG2129	IT Director
				MG4015	Regional GM Mt. Ogden BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
				MG4018	Acting Special Services GM
				MG4022	Regional GM Salt Lake BU
				MG4025	Commuter Rail General Manager
				MG4026	Light Rail General Manager
				MG4915	Acting Regional GM Mt Ogden BU
<b>N</b>	<b>\$101,995.92</b> <b>\$49.037</b>	<b>\$136,219.45</b> <b>\$65.490</b>	<b>\$170,442.98</b> <b>\$81.944</b>		
				MG3104	Director Internal Audit
				MG2033	Chf of Police - Pub Safety Mgr
				MG2068	Comptroller
				MG2076	SrMgr Budget&FinancialAnalysis
				MG2089	Sr Supply Chain Manager
				MG2108	Government Relations Director
				MG2110	Director of Planning
				MG2111	Director of Board Governance
				MG2113	Communications Director



MG2116 IT Network Support Mgr  
 MG2123 Sr Mgr Ops Analysis & Solutions  
 MG2130 Sr Mgr Culture and Talent Dev  
 MG2133 Dir HR Svcs & Labor Relations  
 MG2140 Dir Innovat Mobility Solutions  
 MG2145 Fares Director  
 MG2148 Prog Mgr-Env, Grants, Proj Contr  
 MG2151 Risk and Compliance Officer  
 MG2152 Mgr, Apps Dvlpmnt & Support  
 MG2154 Mgr, Apps Dev, Supp, & IT PMO  
 MG2156 Director Culture & Talent Dev  
 MG2926 Acting Apps Sup & Dev Sr Mgr  
 MG2940 Acting Dir Innov Mobility Sol  
 PR3083 Sr Dev Program Engineer  
 TL3018 Sr Database Administrator  
 TL3020 JDE ERP Sr Developer  
 TL3023 Enterprise Tech Architect

<b>M</b>	<b>\$87,196.95</b>	<b>\$114,411.52</b>	<b>\$141,626.09</b>
	<b>\$41.922</b>	<b>\$55.006</b>	<b>\$68.089</b>

MG1056 Manager Total Rewards  
 MG1059 Mgr Qual and Const Oversight  
 MG1060 Program Mgr Innov Mobility Sol  
 MG2009 Facilities Maintenance Manager  
 MG2010 Manager of Rail Operations  
 MG2035 Mgr of Civil Rights Compliance  
 MG2038 Mgr Rail Technical Svcs & QA  
 MG2091 Coordinated Mobility Manager  
 MG2093 Mgr Rail Plan/Perf, Proj Deliv  
 MG2100 Mgr of IT Quality Assurance  
 MG2109 Mgr Light Rail Operations  
 MG2118 Sr Mgr- Real Estate and TOD  
 MG2125 Comms & Deployment Mgr  
 MG2127 Fare and BI Apps Mgr  
 MG2128 Mgr State of Good Repair  
 MG2132 Sr Mgr Workforce Pl&Talent Acq  
 MG2135 Mgr Rail Infrastructure Assets  
 MG2136 Mgr Rail Systems Assets  
 MG2142 Project Manager III  
 MG2146 Mgr Commuter Rail Operations  
 MG2147 Manager IT Project Mgmt Office  
 MG2153 Director, Safety & Security  
 MG2155 Director of Real Estate & TOD  
 MG2909 Act Mgr Light Rail Operations

MG2936 Acting Mgr Rail Systems Assets  
 MG3102 Director Talent Acquisition  
 PR3035 Sr Media Relations Specialist  
 PR3149 Civil Engineer III  
 PR3162 Project Manager III  
 SU3020 Captain  
 SU3026 Application Support Supv  
 SU3027 Application Development Supv  
 TL2028 Systems Support Analyst III  
 TL2046 SharePoint Admin-Developer  
 TL3012 Programmer Analyst III  
 TL3013 Sr Information Security Admin  
 TL3021 B.I. Architect-Programmer

<b>L</b>	<b>\$75,053.72</b>	<b>\$96,870.13</b>	<b>\$118,686.54</b>
	<b>\$36.084</b>	<b>\$46.572</b>	<b>\$57.061</b>

MG1008 Manager of Customer Service  
 MG1015 Mgr Long Range Strategic  
 Plann  
 MG1031 Assistant Comptroller  
 MG1057 Mgr Customer Experience  
 MG1058 Mgr Ops-Maint Sys Arch & Sol  
 MG1915 Acting Mgr LongRange  
 StratPlan  
 MG2013 Mgr Light Rail Vehicle Maint  
 MG2016 Mgr Property Administration  
 MG2030 Claims & Insurance Manager  
 MG2045 Manager of Service Delivery  
 MG2054 Manager of Right of Way  
 Assets  
 MG2071 Mgr Transit Communications  
 Ctr  
 MG2075 Mgr, Project Dev/Systems Plan  
 MG2083 Mgr Service Planning  
 MG2084 Manager of Operations  
 Planning  
 MG2085 TOD Project Manager  
 MG2090 Procurement Manager  
 MG2094 Mgr of CR Vehicle  
 Maintenance  
 MG2098 Manager of Safety  
 MG2105 Mgr Vehicle Perf &  
 Maintenance  
 MG2107 Records Manager  
 MG2115 Mgr Ticket Vend Machine  
 Assets  
 MG2124 Bus Communications Supv  
 MG2139 Mgr Veh Overhaul & Bus  
 Support  
 MG2141 Project Manager II

MG2149	Mgr Business Development-Sales
MG2971	Acting Mgr Transit Comms Ctr
MG2998	Acting Mgr Safety & Security
PR2111	Sr TAcq Full Cycle Recruiter
PR3013	Facilities Engineer
PR3104	Sr Business Process Developer
PR3113	Sr Compensation Analyst
PR3116	Data WH &Bus Intel Sys Analyst
PR3126	Sr Internal Auditor
PR3128	SrContinuousImprove Consultant
PR3130	Sr Org Development Consultant
PR3140	Sr Technical Business Analyst
PR3147	Sr Strategic Sourcing Spec
PR3161	Project Manager II
SU1026	Community Engagement Manager
SU2052	ERP Tech Sys Admin-SupplyChain
SU2066	Operations Planning Supervisor
SU3006	HRIS/Technology System Admin
SU3008	Radio Communications Supv
SU3013	Network Comm/Infra Supervisor
SU3019	Fleet Engineering Admin
SU3024	Business&Quality Analyst Supv
SU3028	Supv Opns Business Systems
SU3030	Talent Acquisition Supervisor
SU3031	Leadership Development Admin
SU3034	Bus Communications Supv
SU3035	Fares Supervisor
SU3036	Fleet Engineering Supervisor
TL2012	Programmer Analyst II
TL2041	Radio Systems Engineer Trainee
TL2042	ERP Tech Sys Admin-Accounting
TL2044	Maintenance Systems ERP Admin
TL2047	ERP Tech Sys Admin-Developer
TL2049	IT Project Manager
TL3005	Systems Engineer
TL3016	Network Administrator III
TL3024	HRIS Administrator

<b>K</b>	<b>\$65,048.26</b>	<b>\$82,678.75</b>	<b>\$100,309.25</b>
	<b>\$31.273</b>	<b>\$39.749</b>	<b>\$48.226</b>

- MG1014 Asst Mgr of Service Delivery
- MG1035 Project Manager I
- MG1038 Special Svc Program Mgr
- MG1041 Asst Mgr of Rail Operations
- MG1042 Board Manager
- MG1044 Warehouse & Inventory Opns Mgr
- MG1045 Manager of Security
- MG1048 Asst Mgr Light Rail Veh Maint
- MG1050 Asst Mgr of Svc Delivery (SS)
- MG1052 Asst Mgr CR Vehicle Maint
- MG1053 Asst Mgr Rail Infra Assets
- MG1054 Asst Mgr Rail System Assets-CR
- MG1055 Asst Mgr Rail System Assets-LR
- MG1955 Acting AM Rail Sys Assets-LR
- PR2029 Communications Specialist
- PR2036 Rail Service/Ops Sr Planner
- PR2060 Rail Opns Training Leader
- PR2069 Emergency Mgmt Program Mgr
- PR2070 Video Security Admin
- PR2083 Property Administrator II
- PR2090 Sr Sales Representative
- PR2107 Internal Communications Strat
- PR2108 Sr Property Administrator
- PR2110 Civil Engineer II
- PR2121 PTC Administrator
- PR2124 Project Manager I
- PR3001 Environmental Compliance Admin
- PR3012 Strategic Planner III
- PR3018 Claims Administrator
- PR3024 Civil Rts Compliance Ofc (ADA)
- PR3026 Grants Development Admin
- PR3028 Workers Compensation Admin
- PR3036 Public Relations Specialist
- PR3049 Sr Service Planner
- PR3050 Sr Operations Planner
- PR3053 Project Control Specialist
- PR3089 Transit Asset Administrator
- PR3090 Sr Social Media Specialist
- PR3091 NEPA Project Administrator
- PR3103 Sr Planning Researcher
- PR3111 Vehicle Procure/Comm Admin-Bus

PR3117	EnvSteward&Sustain Planner III
PR3118	Researcher- Innov Mobility Sol
PR3122	Strategic Sourcing Specialist
PR3127	Opns Systems Admin-Specialist
PR3131	Coord Mobility Grant Admin
PR3134	Civil Rts Comp Ofc (TVI-DBE)
PR3136	Sr BusinessProc Analytics Spec
PR3137	Sr Financial Analyst
PR3138	Sr Government Relations Spec
PR3139	GIS-Asset Administrator
PR3141	Proj Development Planner III
PR3142	HR Business Partner
PR3143	RR Regulatory Compliance Spec
PR3146	Procurement & Contracts Spec
PR3148	Sr Procurement &Contracts Spec
PR3151	People Office Strat Analyst
PR3153	Financial Svcs Administrator
PR3155	Sr Contract & Compliance Admin
PR3158	Senior Fare Revenue Analyst
PR3164	Labr Relations BusinessPartner
SU2015	Bus Vehicle Maint Supv
SU2018	Facilities Maint Supv
SU2019	Accounting Supervisor
SU2023	Technical Services Supervisor
SU2030	Lieutenant
SU2037	Transit Communications Supv
SU2038	Technical Support Supervisor
SU2041	Rail Opns Training Leader
SU2056	Senior Accountant
SU2059	CR Veh Maint Training Leader
SU2060	Service Planning Supervisor
SU2062	Coord Mobility Grant Admin
SU2064	Fleet Maintenance Supervisor
SU2065	Technology Support Supervisor
SU3001	Rail Maintenance Supervisor
SU3002	Maintenance Of Way Supervisor
SU3004	Maint Training Administrator
SU3005	Bus Opns Training Admin/Supv
SU3012	Vanpool Fleet Maint Supervisor
SU3021	Light Rail-MOW Training Admin
TL2008	Network Administrator II
TL2014	Digital Media Specialist

TL2019 Electronic Comms Team Leader  
 TL2037 Radio Comms Engr Tech II  
 TL2038 Radio Comms Engr Tech III  
 TL2048 Information Security Analyst  
 TL3006 Fleet Engineer  
 TL3009 Sr Telecommunications Spec

<b>J</b>	<b>\$56,774.02</b>	<b>\$71,135.13</b>	<b>\$85,496.24</b>
	<b>\$27.295</b>	<b>\$34.200</b>	<b>\$41.104</b>

CL3037 Exec Asst to Exec Director  
 CL3042 Executive Asst to Board Chair  
 CL3044 Executive Asst to Board  
 PR1041 Construction Inspector I

PR2066 Legal Assistant  
 PR2077 Civil Engineer  
 PR2080 Coordinated Mobility Specialis  
 PR2082 Property Administrator I  
 PR2084 SS Delivery Systems Admin  
 PR2085 TOD Project Specialist I  
 PR2086 TOD Project Specialist II  
 PR2088 Continuous Improve Specialist  
 PR2097 Records Officer and Specialist  
 PR2103 Technical Business Analyst  
 PR2104 LMS and Training Coordinator  
 PR2113 Rail Quality Assurance Admin  
 PR2115 Planning Researcher II  
 PR2117 CI Specialist- Supply Chain  
 PR2118 Fleet Vehicle Maint Admin- Bus  
 PR2122 Fare Revenue Analyst  
 PR2123 Fare Operations Analyst  
 PR3014 Contract Buyer  
 PR3022 Internet Marketing Specialist  
 PR3032 Maint Training Specialist  
 PR3043 Rail Service Project Admin  
 PR3062 Business and Quality Analyst  
 PR3070 Safety Administrator-Const  
 PR3088 Rail Maint Training Specialist  
 PR3108 Safety Admin - Transit System  
 PR3114 Special Svcs Sr Planner  
 PR3120 Corp Instructional Designer  
 PR3121 Sr Buyer  
 PR3132 LR-MOW Instructional Designer  
 PR3145 Strategic Culture Partner  
 PR3156 Instructional Designer  
 PR3157 Sr Benefits Administrator

PR3159 Safety Administrator  
 SP3020 Commuter Rail Train  
 Dispatcher  
 SU1007 ADA Evaluation Office Admin  
 SU1008 Pass Facilities Road Crew Supv  
 SU2009 Operations Supervisor  
 SU2010 Downtown Operations  
 Supervisor  
 SU2011 Light Rail Operations Supv  
 SU2014 LRV Maint Supervisor  
 SU2031 Commuter Rail Veh/Maint Supv  
 SU2032 Farebox Service Supervisor  
 SU2035 Sergeant  
 SU2042 Commuter Rail  
 OpsPersonnelSupv  
 SU2044 LRV Maint Supv-Team Mentor  
 SU2045 LRV Maint Supv-  
 BusinessAnalyst  
 SU2046 LRV Maint Supv-  
 BusinessSolSpec  
 SU2047 LRV Maint Supv-QAQC  
 Specialist  
 SU2048 LRV Maint Supv-  
 TeamCoordinator  
 SU2049 LRV Maint Supv-Training  
 Admin  
 SU2050 LRV Maint Supv-Training Spec  
 SU2051 LRV Maint Supv-  
 BodyFabrication  
 SU2053 LRV Maint Supv-  
 PartsToolsEquip  
 SU2054 Light Rail Controller Supv  
 SU2055 LR Opns- Training Supv  
 SU2058 Maintenance Analyst-  
 Supervisor  
  
 SU2063 Coordinated Mobility Spec  
 TL1009 Systems Support Analyst I  
 TL2006 Fleet Engineering Technician  
 TL2017 Programmer Analyst I  
 TL2022 Network Administrator I  
 TL2027 Systems Support Analyst II  
 TL2033 Network Specialist  
 TL2039 Fleet Maintenance Tech-  
 Analyst  
 CL3016 Maintenance Control Analyst  
 CL3017 Operations Dispatch Lead  
 CL3034 People Office Administrator  
 CL3035 Office Admin- Opns,Cap,Assets

<b>I</b>	<b>\$49,902.15</b>	<b>\$61,696.13</b>	<b>\$73,490.10</b>
	<b>\$23.991</b>	<b>\$29.662</b>	<b>\$35.332</b>

CL3040	External Affairs Office Admin
CL3041	CR Operations Scheduler
CL3043	Office Admin- CFO and CSSTO
CL3046	Office Administrator
PR1037	Talent Acquisition Specialist
PR1040	Rideshare Product Rep
PR2008	Strategic Planner II
PR2009	Buyer
PR2010	Accountant
PR2015	Bus Operations Training Spec
PR2027	Service Planner
PR2028	Operations Planner
PR2030	Community Relations Spec
PR2051	Facilities Technician
PR2062	Claims Adjuster
PR2075	Maint Training Assistant Admin
PR2078	Benefits Administrator
PR2087	Commuter Rail Opns Trainer
PR2093	Talent Acq FullCycle Recruiter
PR2095	Graphic Art Specialist
PR2096	EnvSteward&Sustain Planner II
PR2098	Bus Opns Training Asst Admin
PR2100	Rail Service-Ops Planner
PR2102	Special Svcs Planner
PR2105	Proj Development Planner II
PR2106	Customer Experience Planner
PR2112	Bus Opns Training Lead
PR2114	Planning Researcher I
PR2116	IT Apps & Tech Support Analyst
PR2120	Sales Representative
PR2125	Payroll Analyst
SP3006	Estimator
SP3008	Transit Police Officer III
SP3009	Transit Police Officer IV
SP3011	Flextrans Radio Control Coord
SP3013	Sr Transit Comms Dispatcher
SU1003	Customer Service Supervisor
SU1016	Special Svc Scheduling Supv
SU2040	Parts & Inventory Supervisor
SU2043	Commuter Rail System Supv
TL2015	Electronic Communications Tech
TL2024	Communications QA Technician
TL2034	Revenue Equipment Maint Tech



TL2035 Lead Technology Support Spec.  
 TL2036 Radio Comms Engr Tech I  
 TL2040 Coord Mobility Tech Specialist

<b>H</b>	<b>\$44,412.70</b>	<b>\$53,939.56</b>	<b>\$63,466.41</b>
	<b>\$21.352</b>	<b>\$25.932</b>	<b>\$30.513</b>

CL2090 Training Support Specialist  
 CL2100 Coord Mobility Grants Spec  
 CL3003 Production Control Specialist  
 CL3004 Warranty Claims Specialist  
 CL3005 Materials/Inv Control Analyst  
 CL3007 Vanpool Maintenance Specialist  
 CL3018 Sr Office Specialist- Finance  
 CL3019 Sr Office Spec- Mt Ogden BU  
 CL3021 Sr Office Specialist- SLBU  
 CL3022 Sr Office Specialist- SSvc BU  
 CL3023 Sr Office Spec- Timpanogos BU  
 CL3025 Sr Office Spec- Asst to PS Mgr  
 CL3026 Sr Office Spec- Supply Chain  
 CL3027 Sr Office Spec- Light Rail  
 CL3028 Sr Office Spec- Maint of Way  
 CL3029 Sr Office Spec- LR Veh Maint  
 CL3030 Sr Office Spec- Ext Affairs  
 CL3032 Sr Office Spec- Capital Proj  
 CL3033 Sr Office Spec- Commuter Rail  
 CL3036 Production Control Spec- LR  
 CL3038 Sr Office Spec- Asset Mgt  
 CL3039 Sr Office Spec- IT  
 CL3045 Sr Office Spec- Board  
 CS1005 Cust Svc Technical Specialist  
 CS3001 Special Svc Cust Care Admin  
 PR1023 Assistant Service Planner  
 PR1024 Assistant Operations Planner  
 PR1042 Fare Revenue Specialist  
 PR1043 Civil Rts Compliance Analyst  
 PR2001 Intern - Level III  
 PR2094 Bus Stop Administrator  
 SP2020 Transit Comms Dispatcher  
 SP2023 Paratransit Eligibility Spec  
 SP3007 Transit Police Officer II  
 SP3015 Payroll Administrator  
 SP3019 Warehouse & Prod Control Lead  
 SP3021 Travel Training Coordinator  
 SU1022 System Monitoring Administrator

				TL1005	Field Service Technician
				TL1010	Technology Support Technician
				TL2032	Technology Support Specialist
<b>G</b>	<b>\$39,392.99</b>	<b>\$47,538.69</b>	<b>\$55,684.39</b>		
	<b>\$18.939</b>	<b>\$22.855</b>	<b>\$26.771</b>		
				CL2064	Hearing Offcr-Fine Adjudicator
				CS2006	Lead Scheduling Specialist
				CS2010	Customer Svc Lead Specialist
				CS2013	Sr Customer Focus Specialist
				PR1001	Intern - Level II
				PR1015	Strategic Planner I
				PR1034	EnvSteward&Sustain Planner I
				PR1035	Proj Development Planner I
				PR1038	Sales Specialist
				SP2012	Transit Police Officer I
				SP2016	Travel Trainer
				SP2017	Property Specialist
				SP2021	Transit Comms Dispatch- Trainee
				SP2022	Transit Police Officer Trainee
				SP3012	Warehouse Specialist
				TL2045	Video Security Technician
<b>F</b>	<b>\$35,384.93</b>	<b>\$42,236.81</b>	<b>\$49,088.69</b>		
	<b>\$17.012</b>	<b>\$20.306</b>	<b>\$23.600</b>		
				CL1016	Talent Acquisition Assistant
				CL2012	Facilities Office Specialist
				CL2018	Mobility Center Office Spec
				CL2026	Real Estate Office Specialist
				CL2070	Commuter Rail Office Spec
				CL2073	HR Office Specialist
				CL2078	Office Specialist
				CL2079	Rail Office Specialist
				CL2081	Paratransit Eligibility Spec
				CL2084	Public Safety Ofc Specialist
				CL2085	Maint Support Office Spec
				CL2086	Maintenance Office Specialist
				CL2087	Office Specialist-SSvc BU
				CL2089	Vanpool Maint Ofc Specialist
				CL2096	Rideshare Customer Accts Spec
				CL2097	Expeditor- Jr Buyer
				CL2098	Customer Svc Office Specialist
				CL2099	Benefits&Compliance Specialist
				CL2101	SS Cust Care&Sched Office Spec
				CL3011	Vanpool Support Specialist
				CS2003	Customer Relations Specialist

				CS2008	Paratransit Scheduling Splist
				CS2009	Customer Focus Specialist
				CS2011	Cust Comms & Social Media Spec
				PR1002	Intern - Level I
				PR1027	PublicSafety Records-Data Spec
				PR1031	Recovery Adjuster
<b>E</b>	<b>\$32,014.94</b>	<b>\$37,826.01</b>	<b>\$43,637.06</b>		
	<b>\$15.392</b>	<b>\$18.186</b>	<b>\$20.979</b>		
				CL1009	People Office Assistant
				CL1011	Claims Clerk
				CL1018	Administrative Services Asst
				CL1019	HR Records Clerk
				CL2028	Receptionist- Accounting Clerk
				CL2050	Accounts Payable Coordinator
				CL2054	Vanpool Maintenance Specialist
				CL2083	Accts Payable-Receivable Coord
				CR1901	Intern- Diesel Tech
				CS1008	Items Recovery Specialist
				CS1010	Sr Contact Center Agent
				SP1012	Security Guard
				SP1017	Fare Inspection Officer
				SP1020	System Monitor Data Specialist
<b>D</b>	<b>\$29,182.61</b>	<b>\$34,149.27</b>	<b>\$39,115.94</b>		
	<b>\$14.030</b>	<b>\$16.418</b>	<b>\$18.806</b>		
				CS1009	Contact Center Agent
				SP1005	Farebox Revenue Processor
				SP1013	Train Host
				SP1021	Autonomous Vehicle Host
				SP1022	Farebox Revenue Receiver
<b>C</b>	<b>\$26,800.05</b>	<b>\$31,079.32</b>	<b>\$35,358.58</b>		
	<b>\$12.885</b>	<b>\$14.942</b>	<b>\$16.999</b>		
				CL1012	Office Clerk
				SP1016	System Monitor



## 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):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>R2020-04-04 Resolution Approving the Execution of an Interlocal Cooperation Agreement with Midvale City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution R2020-04-04 approving execution of an Interlocal Cooperative Agreement with Midvale City comprising the initial Stakeholder Agreement, Supplement No. 1, and Supplement No. 2. Supplement No. 2 provides additional funds for the Midvale Crosswalk Project as part of the TIGER First/Last Mile Program.
<b>BACKGROUND:</b>	TIGER Stakeholder Agreement and Supplement No. 1 between UTA and Midvale City (Stakeholder Agreement 18-2207BM) was executed on April 10, 2018 between UTA and Midvale City for the Midvale Crosswalk Project as part of the TIGER First/Last Mile Program. Supplement No. 2 is to increase the project budget for the Midvale Crosswalk Project (MID_CWI_1) by Three Hundred Seventy Five Thousand Dollars (\$375,000), to be funded by Midvale City.
<b>DISCUSSION:</b>	The additional funding is required for construction of the Midvale Crosswalk Project (MID_CWI_1) under the TIGER First/Last Mile Grant Project. Midvale City will pay the actual project costs incurred beyond the original budget of One Hundred Ninety Eight Thousand Two Hundred Seventy Eight Dollars (\$198,278) up to Three Hundred Seventy Five Thousand Dollars (\$375,000) with funding provided by Salt Lake County per an Interlocal Cooperative Agreement between Midvale City and Salt Lake County dated February 9, 2019.
<b>ALTERNATIVES:</b>	Without the additional funding, there would not be enough budget to pay for the Midvale Crosswalk TIGER Grant Project.
<b>FISCAL IMPACT:</b>	The additional local project partner funding will increase the overall TIGER Grant Project Budget by up to Three Hundred Seventy Five Thousand Dollars (\$375,000).

**ATTACHMENTS:**

- Resolution 2020-04-04 Approving ILA with Midvale City for provision of funds to supplement the existing TIGER Stakeholder Agreement (with exhibits)
  - Exhibit A – Midvale City Stakeholder Agreement (Executed April 10, 2018)
  - Exhibit B – Supplement No. 1 to Midvale City Stakeholder Agreement (Executed April 10, 2018)
  - Exhibit C – Supplement No. 2 to Midvale City Stakeholder Agreement (For Signature)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH MIDVALE CITY  
FOR PROVISION OF ADDITIONAL FUNDS TO SUPPLEMENT THE  
EXISTING TIGER STAKEHOLDER AGREEMENT**

R2020-04-04

April 15, 2020

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, Midvale City (“Midvale”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and Midvale previously executed a TIGER Stakeholder Agreement (the “Agreement”), UTA Contract Number 18-2702BM on April 10, 2018 for Midvale City’s TIGER First/Last Mile Project: the 7628 S Center Street Crosswalk Project (MID\_CWI\_1). The Agreement contemplated execution of a Supplement outlining specific details for the City project; and

WHEREAS the Authority and Midvale previously executed Supplement Number 1 to the Agreement on April 10, 2018, for the design and construction of the 7628 S Center Street Crosswalk Project (MID\_CWI\_1), and a budget for the project of \$198,278; and

WHEREAS Midvale and Salt Lake County previously executed an Interlocal Cooperative Agreement, County Contract No. 0000002129, on February 5, 2019, to provide up to \$375,000 in County Transportation Funds to Midvale City to reimburse the City for certain costs incurred by the City for construction of the 7628 S Center Street Crosswalk Project (MID\_CWI\_1); and

WHEREAS, Midvale and the Authority now desire to enter into an Interlocal Cooperation Agreement, the Supplement Number 2, which is attached hereto as Exhibit C, to define the increase in the budget of the 7628 S Center Street Crosswalk Project (MID\_CWI\_1) by \$375,000 for a total project budget of \$573,278; and

WHEREAS, of the \$573,278 budgeted for this project, \$158,622 will come from TIGER Grant funds, \$375,000 from Salt Lake County Transportation Funds, and \$39,656 in Midvale City’s matching funds; and

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Midvale City, comprising of the Agreement, as set forth in Exhibit A; Supplement Number 1, as set forth in Exhibit B; and Supplement Number 2, as set forth in Exhibit C.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement (Supplement No. 2) with Midvale in substantially the same form as attached as Exhibit C.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement, comprising of the Agreement, Supplement Number 1, and Supplement Number 2.
4. That the corporate seal be attached hereto.

Approved and adopted this 15th day of April 2020.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

Exhibit A  
(Interlocal Cooperation Agreement)



**STAKEHOLDER AGREEMENT  
MIDVALE CITY**

TIGER GRANT

<b>TIGER 2016</b> GRANT NO. <u>2018-02</u>	<b>UTA CONTRACT NO.</b> <u>18-27023M</u>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS:</b> MID_CWI_1: CROSSWALK IMPROVEMENT; 7628 S CENTER ST		<b>PROJECT VALUE OF CITY PROJECTS</b> \$ 198,278
		<b>CITY REPRESENTATIVE:</b> KEITH LUDWIG

This Stakeholder Agreement (“Agreement”) is entered into this 10<sup>th</sup> day of April 2018 by and between the Utah Transit Authority, a public transit district (“UTA”) and Midvale City (“City”).

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council (“WFRC”) and Mountainland Association of Governments (“MAG”) are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation (“UDOT”) and approximately 30 other public entities (collectively the “Stakeholders”), submitted a grant application (the “Grant Application”) to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery (“TIGER”) discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the “TIGER Grant”) in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the “TIGER Projects”) that improve transportation connections to UTA’s commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the “City Projects”) referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.

4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as “grantee” under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City’s acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA’s investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit “D”, throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

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

UTAH TRANSIT AUTHORITY

By [Signature]  
Title Acting CEO  
Date: 25 April 18

By [Signature]  
Title Acting VP Ops, Capital & Assets  
Date: 4/24/18

Approved as to Form:

[Signature]  
UTA Legal Counsel

MIDVALE CITY

By [Signature]  
Title Mayor  
Date: 10 April 2018

By [Signature]  
Title City Recorder  
Date: 10 April 2018



Approved as to Form:

[Signature]  
Lisa Garner, Midvale City Attorney

EXHIBIT "A"

TIGER Projects  
City Projects/Financial Commitments

Project_ID	Project Description	Project Type	MUNICIPALITY	Project Status Cost	Program Management	Contingency	Construction Engineering + Project Management Costs	Design	Construction Engineering	Funding Bucket	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Matching Funds Available(\$)	Tiger Funding (\$)
MID_CWI_1	7628 S Center St; Install Hawk signal or other high visibility treatment at N Center Square crosswalk.	Crosswalk Improvement	Midvale	\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,099	TIGER	\$39,656	City - Local					\$39,656	\$158,622
				\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,099		\$39,656		\$0				\$39,656	\$158,622



EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. \_\_ TO  
STAKEHOLDER AGREEMENT  
\_\_\_\_\_ CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO.</b>	<b>UTA CONTRACT NO.</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:</b>		<b>VALUE OF CITY PROJECTS</b>
		<b>\$</b>
		<b>CITY REPRESENTATIVE:</b>

THIS SUPPLEMENT NO. \_\_ TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and \_\_\_\_\_ (“City”).

The parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:  
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ \_\_\_\_\_

ADDITIONAL FUNDING SOURCES: \$ \_\_\_\_\_

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

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

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

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

\_\_\_\_\_ CITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO  
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and \_\_\_\_\_ City, a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

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

1. \_\_\_\_\_ Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. \_\_\_\_ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. \_\_\_\_\_ Modifications. Contractor and/or UTA have determined that the City \_\_\_\_\_

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**(CITY)**

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

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

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

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

\_\_\_\_\_  
UTA Engineering

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

## EXHIBIT "D"

### Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority  
Asset Management Group  
669 West 200 South  
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit B

(Supplement Number 1 to Interlocal Cooperation Agreement)



**SUPPLEMENT NO. 1 TO  
STAKEHOLDER AGREEMENT  
MIDVALE CITY**

TIGER GRANT

TIGER 2016 GRANT NO. <u>2018-02</u>	UTA CONTRACT NO. <u>18-2702 BM</u>	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MID_CWI_1: CROSSWALK IMPROVEMENT; 7628 S CENTER ST		PROJECT VALUE OF CITY PROJECTS \$ 198,278
		CITY REPRESENTATIVE: KEITH LUDWIG

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this 10<sup>th</sup> day of April, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Midvale City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:  
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2018 TIGER Projects will begin once the funding partners deposit their City participation funds on or before April 1, 2018.. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ <u>198,278</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ <u>158,622</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ <u>39,656</u>
ADDITIONAL FUNDING SOURCES:	\$ <u>N/A</u>

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

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

UTAH TRANSIT AUTHORITY

By [Signature]  
Title Acting CEO  
Date: 2/29/18

By [Signature]  
Title Acting VP, Ops, Capital & Assets  
Date: 4/24/18

Approved as to Form:

[Signature]  
UTA Legal Counsel

MIDVALE CITY

By [Signature]  
Title Mayor  
Date: 10 April 2018

By [Signature]  
Title City Recorder  
Date: 10 April 2018



Approved as to Form:

[Signature]  
Lisa Garner, Midvale City Attorney

Project_ID	Project Description	Project Type	MUNICIPALITY	Project Status Cost	Program Management	Contingency	Construction Engineering + Project Management Costs	CM Fee	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Matching Funds Available(\$)	Total Funding (\$)	Year Funds Available
MID_CW_1	7628 S Center St; Install Hawk signal or other high visibility treatment at N Center Square crosswalk.	Crosswalk Improvement	Midvale	\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,099	\$39,656	City - Local					\$39,656	\$158,622	2021
				\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,099	\$39,656		\$0				\$39,656	\$158,622	

# Pedestrian Hybrid Beacon (HAWK) Crosswalk System



## Description

Installed at mid-block crosswalks, the **Pedestrian Hybrid Beacon System (PHB)**, formerly known as the **HAWK**, remains dark until a pedestrian presses a pushbutton to activate the system. When activated, the system flashes a sequence of amber warning beacons followed by red "stop" beacons, providing motorists with an unmistakable message to stop. The **PHB** system includes count-down pedestrian signal heads that provide "walk" and "don't walk" signals to inform pedestrians when it is safe to cross. Independent studies conducted by the Texas Transportation Institute found the **PHB** to be nearly as effective as a full traffic signal, with 97 percent motorist compliance.

## Operation

Spot Devices **System Infrastructure Management Application (SIMA)** is a browser-based tool for remote, enterprise-wide supervision of all Spot Devices systems. **SIMA** allows users to perform system configuration, download reports or receive automatic diagnostic alerts from a browser-enabled desktop, notebook, tablet or smartphone. In contrast with traditional signal controllers, the intuitive **SIMA** user interface doesn't require a signal technician to configure and operate. Spot Devices **PHB** is purpose-built; all components are manufactured, configured and tested as one integrated system.

## Highlights

- ▶ Reduced Cost - provides safety similar to a traffic signal at a fraction of the cost
- ▶ Increased Safety - red "stop" beacons and count-down signal heads send a message to both driver and pedestrian when it is safe to proceed
- ▶ Time Savings- the intuitive user interface doesn't require a signal technician to program, configure and maintain
- ▶ System Alerts – proactive e-mails, diagnostics and reporting simplify maintenance
- ▶ Reliability - systems are manufactured, configured and tested as a single system in the factory
- ▶ Peace of Mind - fail-safe circuitry prevents the presentation of a "walk" signal if a single red beacon has failed
- ▶ Power Option - AC
- ▶ Warranty - 2 years

## System Components

- ▶ SC320H Pole-mount Network Controller
- ▶ SB440 Hybrid Beacon Head
- ▶ SB450 Count-down Pedestrian Signal Head
- ▶ Pushbutton
- ▶ Crosswalk signage

**Spot**  
DEVICES

1455 Kleppe Lane  
Sparks, NV 89431  
888.520.0008 Toll Free  
888.520.0007 Fax  
www.spotdevices.com

# Pedestrian Hybrid Beacon (HAWK) Crosswalk System

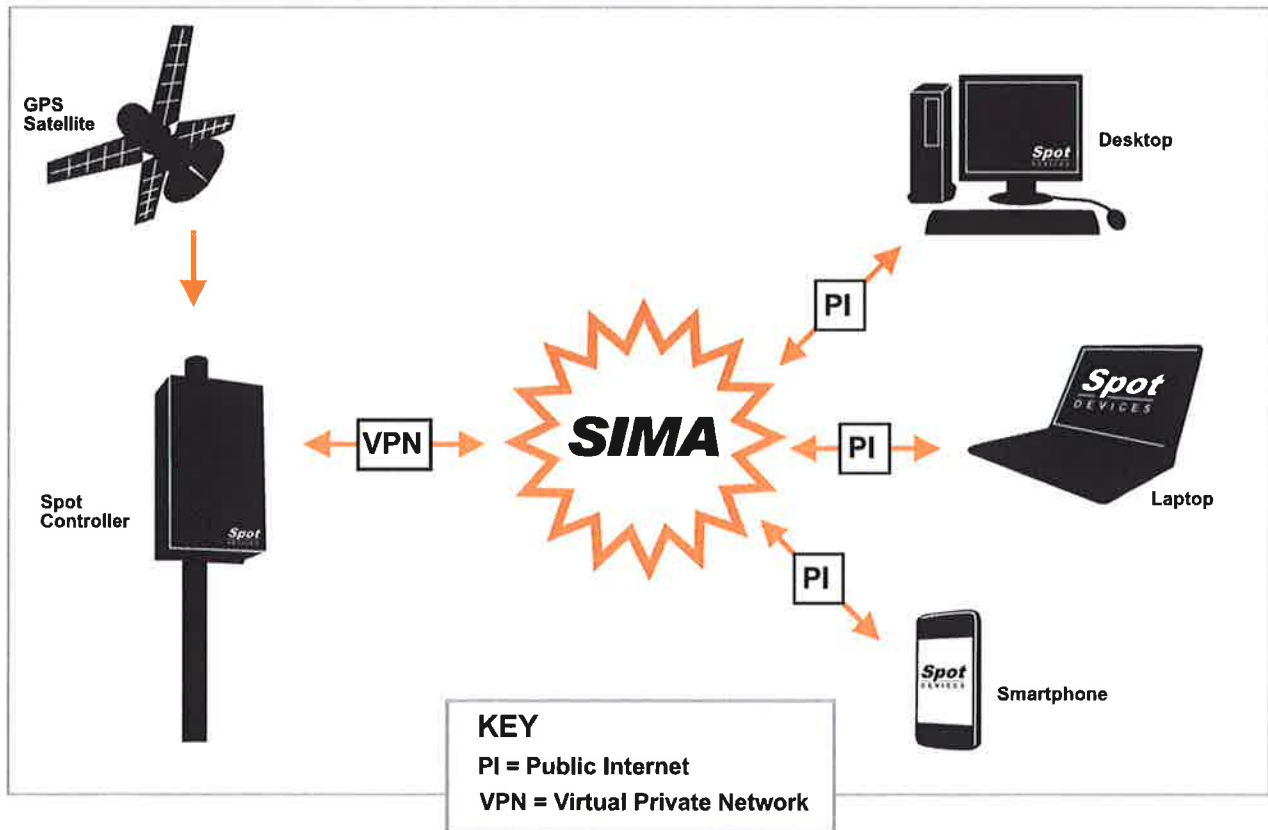
## The Spot Devices Difference

Spot Devices is a US manufacturer with industry-leading technology, a full line of pedestrian and school zone safety systems and a reputation for exceptional customer service. Unique remote monitoring and programming tools reduce the total cost of ownership by decreasing the need for technician field visits, saving customers time and money.

**Spot Devices System Infrastructure Management Application (SIMA)** allows users to perform system configuration, download maintenance reports and receive automatic diagnostic alerts from any browser-enabled desktop, notebook, tablet or smartphone.



## SIMA - Diagram



1455 Kleppe Lane  
 Sparks, NV 89431  
 888.520.0008 Toll Free  
 888.520.0007 Fax  
[www.spotdevices.com](http://www.spotdevices.com)

## **SECTION 1: Project Information**

<b>Project Name:</b>	<b>Center Street/Center Square Crosswalk</b>		
<b>Project Number:</b>		<b>City/County:</b>	<b>Midvale/Salt Lake</b>
<b>Project Type:</b>	<b>Crosswalk Improvement</b>	<b>Road Ownership:</b>	<b>Midvale</b>
<b>Location</b>	<b>From:</b> 120 West 7720 South	<b>Include Project Concept Map:</b>	
	<b>To:</b>	<b>Local Match:</b>	20%
<b>Project Length:</b> (N/A for point projects):		<b>Year Funding Is Available:</b>	<b>2020</b>

### **Contact Information:**

<b>Agency:</b>	<b>Midvale City</b>
<b>Primary Contact:</b>	<b>Keith Ludwig</b>
<b>Phone:</b>	<b>801-256-2574</b>
<b>Cell Phone:</b>	<b>801-244-4984</b>
<b>Email:</b>	<b>ludwigk@midvale.com</b>
<b>Signature &amp; Date</b>	

### **Project Description:**

*Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.*

*Crosswalks improvements – include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.*

*Sidewalk improvements – include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.*

*Trails – include trail width, typical section, 30% level cut/fill lines, show ROW boundaries*

Install 'HAWK' pedestrian crossing signal on the crosswalk running north-south across Center Street (7720 South) at Center Square (120 West). Will provide a safer crossing for pedestrians who want to cross Center Street which is 5 lanes wide. Pole bases will be located within existing street right-of-way.

### **Major Project Risks:**

--

**SECTION 2: Design Information (Executive Summary)**

<p><b>Roadway / Pavement Summary</b></p> <ul style="list-style-type: none"> <li>• <i>List items of work specific to project</i></li> <li>• <i>Include pavement widening quantities and striping plan</i></li> <li>• <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i></li> </ul>	<p><b>Estimated Construction Cost:</b></p>	
<p><b>Traffic and Safety Summary</b> <i>Traffic, Signals, Lighting, ITS</i></p>	<p><b>Estimated Construction Cost:</b></p>	<p><b>\$</b></p>
<p><i>Poles, pole bases, mast arms, signal heads</i></p>		
<p><b>Structures Summary</b> <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i></p>	<p><b>Estimated Construction Cost:</b></p>	<p><b>\$</b></p>
<p><b>Environmental Summary/Status</b></p> <ul style="list-style-type: none"> <li>• <i>Document Type CatEx or EA</i></li> <li>• <i>List anticipated impacts to environmental resources</i></li> </ul>	<p><b>Estimated Mitigation Cost:</b></p>	<p><b>\$</b></p>

<b>Right of Way Summary</b> <ul style="list-style-type: none"> <li>• <i>Within existing ROW? Y</i></li> <li>• <i>Existing ROW owned by: Midvale City</i></li> <li>• <i>ROW need to be acquired? N</i></li> <li>• <i>Who will acquire ROW needed?</i></li> </ul>	<b>Estimated Property Cost:</b>	<b>\$</b>

<b>Utility and Railroad Summary</b>	<b>Estimated Relocation Cost:</b>	<b>\$</b>

<b>ITS Summary</b>	<b>Estimated Construction Cost:</b>	<b>\$</b>

<b>Public Involvement Summary</b> <i>Include if outreach is needed for general purposes, project specific, or NA</i>	<b>Estimated Cost:</b>	<b>\$</b>

<b>Miscellaneous Summary:</b>



### **SECTION 3: Project Log**

Return each project concept form and estimate to [Rimiller@rideuta.com](mailto:Rimiller@rideuta.com)  
please cc [kirkendall@pbworld.com](mailto:kirkendall@pbworld.com)

**Complete the Following:**

Date Sent	Date Received

(Update this as major decisions are made regarding the project.)

Date	Decision Made

**PROJECT # PROJECT NAME:  
FLM Cost Estimate - Concept Level**

Prepared By: Keith Ludwig

Date 7/27/2017

Proposed Project Scope: Install Hawk Pedestrian Signal

Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (July-June) = 2017	
Assumed Construction FY Year = 2018	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) = 20.0%	
Preliminary Engineering (% of Construction + Incentives) = 10.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Construction Items	Cost	Remarks
Roadway and Drainage		
Traffic and Safety	\$180,000	
Structures		
Environmental Mitigation		
	Subtotal	\$180,000
	Items not Estimated (20%)	\$36,000
	<b>Construction Subtotal</b>	<b>\$216,000</b>
P.E. Cost	P.E. Subtotal	\$21,600 10%
C.E. Cost	C.E. Subtotal	\$21,600 10%
Right of Way (include exhibit)	Right of Way Subtotal	
Mobilization & Traffic Control		\$45,000 10% of Subtotal
Utilities	Utilities Subtotal	
Public Involvement Cost	PI Subtotal	\$432 2% design
Miscellaneous	Miscellaneous Subtotal	\$0

**PROJECT TOTAL \$304,632**

**Project Assumptions**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
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- 14 \_\_\_\_\_

Exhibit C

(Supplement Number 2 Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 2 TO  
STAKEHOLDER AGREEMENT  
MIDVALE CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 18-2207BM</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MID_CWI_1: CROSSWALK IMPROVEMENTS; 7628 S CENTER STREET</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 573,278</b>
		<b>CITY REPRESENTATIVE: KEITH LUDWIG</b>

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Midvale City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated April 10, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to Supplement No. 1 to Stakeholder Agreement dated April 10, 2018 to outline specific details for City Project MID\_CWI\_1: Crosswalk Improvements; 7628 S Center Street to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project MID\_CWI\_1: Crosswalk Improvements; 7628 S Center Street. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the increased estimated budget of City Project MID\_CWI\_1: Crosswalk Improvements; 7628 S Center Street as follows:

1. Estimated Total Cost of Work. The parties hereto desire to increase the estimated budget for City Project MID\_CWI\_1: Crosswalk Improvements; 7628 S Center Street by Three Hundred Seventy Five Thousand Dollars (\$375,000) for a total estimated budget of Five Hundred Seventy Three Thousand Two Hundred Seventy Eight Dollars (\$573,278). The Estimated Total Cost of Work and funding sources is summarized below:

ESTIMATED BUDGET OF THIS SUPPLEMENT:	<u>\$573,278</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	<u>\$158,622</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ 39,656</u>
ADDITIONAL FUNDING SOURCES (SALT LAKE COUNTY):	<u>\$375,000</u>

2. Payment of Additional Funding Sources. The Interlocal Cooperative Agreement (County Contract No. 0000002129) between Salt Lake County and Midvale City dated February 5, 2019 requires that the City submit Requests for Reimbursement requesting the amount of County

Transportation Funds to be disbursed to the City for Reimbursable Project Costs, up to Three Hundred Seventy Five Thousand Dollars (\$375,000). UTA will create a separate account code for the County Transportation Funds and will invoice the City for costs incurred for City Project MID\_CWI\_1: Crosswalk Improvements; 7628 S Center Street, which are not paid from TIGER Grant Participation or City Participation, up to Three Hundred Seventy Five Thousand Dollars (\$375,000). City will pay UTA within 60 days of being invoiced. Following payment to UTA for the MID\_CWI\_1 actual project costs, City will then seek reimbursement from Salt Lake County. UTA will invoice City upon Final completion of the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 2 to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**MIDVALE CITY**

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

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

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

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

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



## 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):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>R2020-04-05 Approving the Interlocal Cooperation Agreements with Provo City for the Provo Pedestrian Overpass Bridge TIGER Project</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve resolution R2020-04-05 authorizing execution of an Interlocal Cooperation Agreement with Provo City comprising the initial Stakeholder Agreement and Supplement No. 1. Supplement No. 1 outlines the specific details for the Provo Pedestrian Overpass Bridge Project at the Provo Frontrunner Station as part of the TIGER First/Last Mile Program.
<b>BACKGROUND:</b>	In 2016, UTA, in cooperation with the City, WFRC, MAG, UDOT and approximately 30 other public entities, submitted a grant application to the United States Department of Transportation (USDOT) seeking a Transportation Investment Generating Economic Recovery (TIGER) discretionary grant. In July 2016, the USDOT published notice of its intent to award to UTA a TIGER discretionary grant in the amount of \$20 million dollars. A portion of those TIGER grant funds, along with matching funds provided by the Mountainland Association of Governments (MAG) and the Utah Department of Transportation (UDOT), were identified to be used for design and construction of the Provo Pedestrian Overpass Bridge at the Provo Frontrunner Station (TIGER Project ID PRO_OP_1).
<b>DISCUSSION:</b>	The TIGER Stakeholder Agreement between UTA and Provo City (Stakeholder Agreement 20-03245) defines the roles and responsibilities of UTA and Provo City as it relates to the design and construction of the Provo Pedestrian Overpass Bridge at the Provo Frontrunner Station and establishes the available funding for the Project. The Stakeholder Agreement contemplates execution of a Supplement to outline specific details for the Project. Supplement No. 1 to the Stakeholder Agreement defines the Project scope and schedule as well as a \$4,470,325 budget comprised of \$2,684,302 in TIGER grant funds, \$500,000 in UDOT Section 130 funds, \$1,198,959 in MAG funds, and \$87,064 in UDOT TAP funds. There are no UTA local funds included in the Project budget.

<b>ALTERNATIVES:</b>	If the Stakeholder Agreement and Supplement No. 1 are not executed, then the Project cannot enter into the design phase and may not meet the completion date specified in the TIGER Grant.
<b>FISCAL IMPACT:</b>	The Provo Pedestrian Overpass Bridge Project at the Provo Frontrunner Station cost is already included in the TIGER Grant Project Budget in the amount of \$4,470,325. The Project budget is comprised of \$2,684,302 in TIGER grant funds, \$500,000 in UDOT Section 130 funds, \$1,198,959 in MAG funds, and \$87,064 in UDOT TAP funds. There are no UTA local funds included in the Project budget.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• R2020-04-05 Approving ILA with Provo City for Provo Pedestrian Overpass Bridge TIGER Project (with exhibits)<ul style="list-style-type: none"><li>○ Exhibit A – Provo City Stakeholder Agreement (For Signature)</li><li>○ Exhibit B – Supplement No. 1 to the Provo Stakeholder Agreement (For Signature)</li></ul></li></ul>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE INTERLOCAL  
COOPERATION AGREEMENTS WITH PROVO CITY FOR THE  
PROVO PEDESTRIAN OVERPASS BRIDGE TIGER PROJECT**

R2020-04-05

April 15, 2020

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, Provo City ("Provo") and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and Provo wish to enter into an Interlocal Cooperation Agreement for the design and construction of the Provo Pedestrian Overpass Bridge at the Authority's Provo FrontRunner station; and

WHEREAS, this Interlocal Cooperation Agreement is part of the TIGER grant program, administered by the United States Department of Transportation; and

WHEREAS, the cost of the Provo Pedestrian Bridge Overpass is already included in the Authority's TIGER Grant project budget; and

WHEREAS, of the \$4,470,325 budgeted for the project, \$2,684,302 comes from TIGER grant funds, \$500,000 from Utah Department of Transportation ("UDOT") Section 130 funds, \$1,198,959 in funds from the Mountainland Association of Governments, and \$87,064 in UDOT Transportation Alternatives Program funds; and

WHEREAS, there are no UTA local funds included in the Project budget; and

WHEREAS, Provo and the Authority wish to enter into and execute the Interlocal Cooperation Agreement, styled as the TIGER Initial Stakeholder Agreement, attached as "Exhibit A" to this Resolution, and Supplement Number 1, attached as "Exhibit B" to this Resolution to begin design of the Provo Pedestrian Overpass Bridge Project.



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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Provo comprising of the TIGER Initial Stakeholder Agreement, attached as Exhibit A and Supplement Number 1, attached as Exhibit B.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement with Provo in substantially the same form as attached as Exhibits A and B.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement and Supplement 1.
4. That the corporate seal be attached hereto.

Approved and adopted this 15th day of April 2020.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

Exhibit A  
(Interlocal Cooperation Agreement)

**STAKEHOLDER AGREEMENT  
PROVO CITY**

TIGER GRANT

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 20-03245</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS: PRO_OP_1: BRIDGE-PEDESTRIAN OVERPASS; PROVO FR STATION</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 4,470,325</b>
		<b>CITY REPRESENTATIVE: DAVID GRAVES</b>

This Stakeholder Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2020 by and between the Utah Transit Authority, a public transit district (“UTA”) and Provo City (“City”).

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council (“WFRC”) and Mountainland Association of Governments (“MAG”) are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation (“UDOT”) and approximately 30 other public entities (collectively the “Stakeholders”), submitted a grant application (the “Grant Application”) to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery (“TIGER”) discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the “TIGER Grant”) in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the “TIGER Projects”) that improve transportation connections to UTA’s commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the “City Projects”) referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects

under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Heather Bening.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements

applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.
8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) and UTA property. Where the real property underlying the TIGER project development or improvements is owned by UTA, ownership of such property shall remain with UTA and shall not be transferred to the City. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as “grantee” under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City’s acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA’s investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit “D”, throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, may be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

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

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

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

PROVO CITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT "A"

TIGER Projects  
City Projects/Financial Commitments

**Project ID: PRO\_OP\_1**

**Project Description: Bridge-Pedestrian Overpass; Provo FR Station**

<b>Funding Source</b>	<b>Funding Amount</b>
TIGER Grant	\$2,684,302
UDOT (Federal 130)	\$500,000
MAG	\$1,198,959
UDOT (TAP)	\$87,064
<b>TOTAL</b>	<b>\$4,470,325</b>

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. \_\_ TO  
STAKEHOLDER AGREEMENT  
\_\_\_\_\_ CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO.</b> _____	<b>UTA CONTRACT NO.</b> _____	<b>STAKEHOLDER CONTRACT NO.</b> _____
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:</b>  		<b>VALUE OF CITY PROJECTS</b> \$ _____
		<b>CITY REPRESENTATIVE:</b> _____

THIS SUPPLEMENT NO. \_\_ TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and \_\_\_\_\_ (“City”).

The parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:  
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ \_\_\_\_\_

ADDITIONAL FUNDING SOURCES: \$ \_\_\_\_\_

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

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

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

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

\_\_\_\_\_ CITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO  
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between Utah Transit Authority, a public transit district (“UTA”), and \_\_\_\_\_ City , a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

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

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. \_\_\_\_ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City \_\_\_\_\_

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**(CITY)**

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

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

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

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

\_\_\_\_\_  
UTA Engineering

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



## EXHIBIT “D”

### Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority  
Asset Management Group  
669 West 200 South  
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit B

(Supplement No. 1 to Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 1 TO  
STAKEHOLDER AGREEMENT  
PROVO CITY**

TIGER GRANT

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 20-03245-1</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: PRO_OP_1: BRIDGE-PEDESTRIAN OVERPASS; PROVO FR STATION</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 4,470,325</b>
		<b>CITY REPRESENTATIVE: DAVID GRAVES</b>

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Provo City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

Although final design details are yet to be determined, the parties desire to enter into this Supplement Agreement No. 1 in order to establish several points of agreement which will allow the project to move forward;

The Parties hereto agree to move forward on the City Project known as the Provo Frontrunner Station Pedestrian Overpass Bridge, TIGER Project No. PRO\_OP\_1, (the “Bridge Project”) based on the following mutual agreement regarding scope, schedule, and budget:

- **Scope:** The basis of design for the Bridge Project is established by the attached Concept Design prepared by Provo City dated August 2017. At the pre-design meeting, the scope of the design services will be determined and the project milestones will be established for the Bridge Project.
- **Schedule:** UTA will hold a pre-design meeting for the Bridge Project no later than two months upon full execution of this Supplement.
- **Budget:** The City’s TIGER Project is being matched by MAG funds and UDOT funds. UTA will work with MAG and UDOT to transfer the funds to the TIGER program. The Estimated Total Cost of the Project is shown below;

- Estimated Total Cost of Work:

(Detailed Estimate Attached as Attachment 1, hereto.)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ 4,470,325

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ 2,684,302

ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ N/A</u>
ADDITIONAL FUNDING SOURCES (MAG):	<u>\$ 1,198,959</u>
ADDITIONAL FUNDING SOURCES (UDOT Federal 130):	<u>\$ 500,000</u>
ADDITIONAL FUNDING SOURCES (UDOT TAP):	<u>\$ 87,064</u>

Upon full execution of this Supplement, UTA will be authorized to proceed with the actions described herein.

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

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved as to Form:

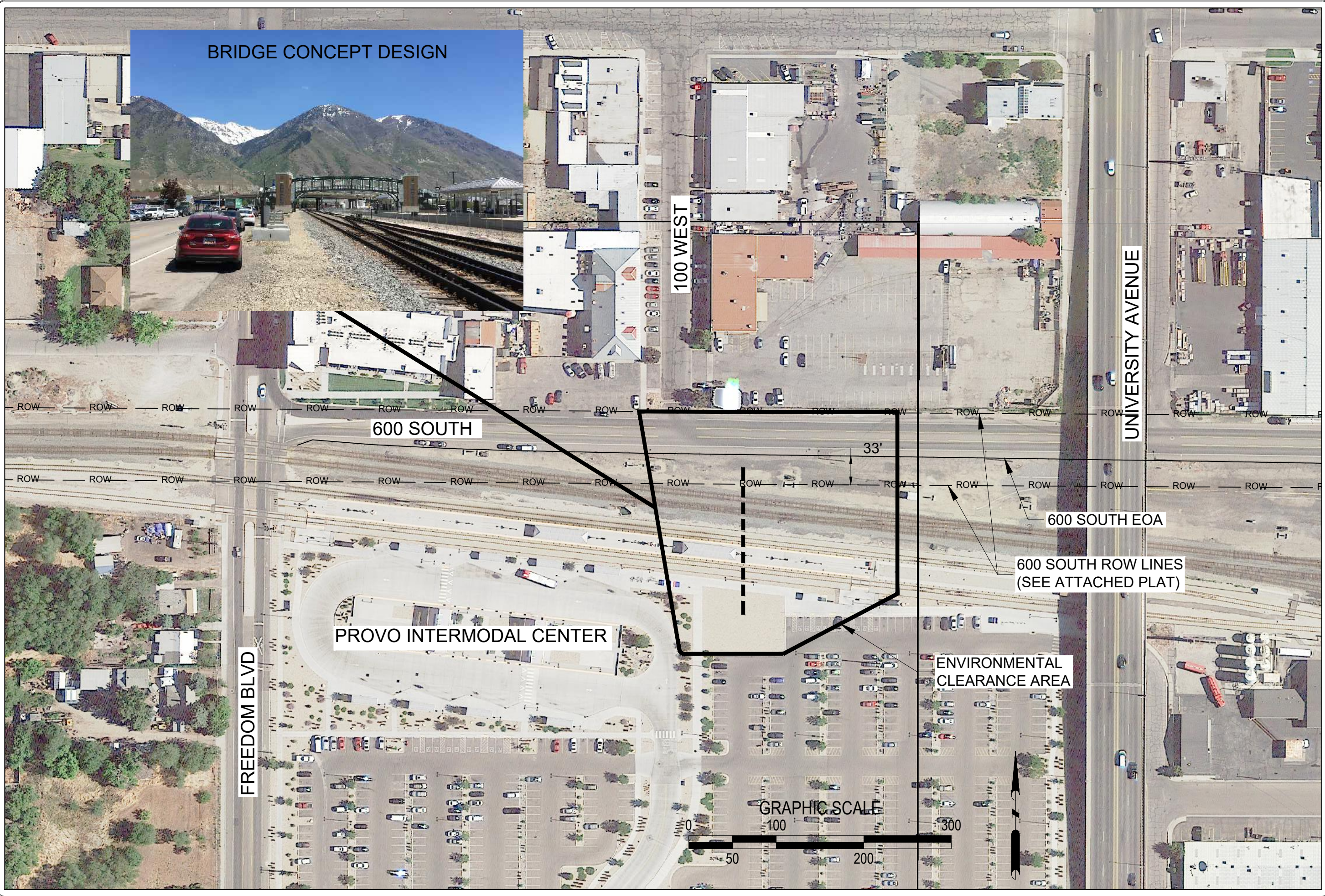
\_\_\_\_\_  
 UTA Legal Counsel

PROVO CITY

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

BRIDGE CONCEPT DESIGN



REMARKS

1.

100 WEST PEDESTRIAN BRIDGE  
600 SOUTH 100 WEST  
AUGUST 2017

CONCEPT DESIGN

Engineering File Number:

Drawing: 1

Sheet: 1 of 1

## Provo City Pedestrian Bridge Cost Estimate - Concept Level

**Prepared By:** Provo City Engineering

**Date** 5/31/2017

**Proposed Project Scope:** Construct a 170' single span steel truss pedestrian bridge 14' wide over UTA/UPRR railroad tracks

Approximate Route Reference Mile Post (BEGIN) =	(END) =	
Project Length =	0.000	miles ft
Current FY Year (July-June) =	2017	
Assumed Construction FY Year =	2020	
Construction Items Inflation Factor =	1.09	3 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) =	3.0%	
Items not Estimated (% of Construction) =	20.0%	
Preliminary Engineering (% of Construction + Incentives) =	6.0%	
Construction Engineering (% of Construction + Incentives) =	6.0%	

Construction Items	Cost	Remarks
Public Information Services	\$0	
Roadway and Drainage	\$332,000	
Traffic and Safety	\$0	
Structures	\$2,434,000	
Environmental Mitigation	\$0	
ITS	\$0	
	Subtotal	
	\$2,766,000	
	Items not Estimated (20%)	
	\$553,200	
	<b>Construction Subtotal</b>	
	<b>\$3,319,200</b>	
P.E. Cost	P.E. Subtotal	
	<b>\$199,152</b>	6%
C.E. Cost	C.E. Subtotal	
	<b>\$199,152</b>	6%
Right of Way	Right of Way Subtotal	
	\$0	
Utilities	Utilities Subtotal	
	\$50,000	
Incentives	Incentives Subtotal	
	\$0	
Miscellaneous	Miscellaneous Subtotal	
	\$0	

Cost Estimate (ePM screen 505)	2017	2020
P.E.	\$199,000	\$217,000
Right of Way	\$0	\$0
Utilities	\$50,000	\$55,000
Construction	\$3,319,000	\$3,627,000
C.E.	\$199,000	\$217,000
Incentives	\$0	\$0
Aesthetics	0.00%	\$0
Change Order Contingency	10.00%	\$332,000
UDOT Oversight	0.00%	\$0
Miscellaneous	\$0	\$0
<b>TOTAL</b>	<b>\$4,099,000</b>	<b>\$4,479,000</b>

<b>PROPOSED COMMISSION REQUEST</b>	<b>TOTAL \$4,099,000</b>	<b>TOTAL \$4,479,000</b>
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### Project Assumptions/Risks

<p>1 Costs include the bridge over UTA/UPRR railroad tracks and elevators</p> <p>2 A 10% change order contingency was added.</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>
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## 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, Director of Real Estate & TOD

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>R2020-04-06 Resolution Authorizing the Purchase of Real Property with Boyer Lake Pointe, L.C. (Parcels 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, and 119:E)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution 2020-04-06 approving the purchase contract with Boyer Lake Pointe, L.C. for the subject property and authorize the Executive Director to execute the contract and associated disbursements with a purchase price of \$1,444,151.80.
<b>BACKGROUND:</b>	<p>UTA is finalizing acquisitions for the Provo-Orem Bus Rapid Transit Right-of-Way. Negotiations have concluded with Boyer Lake Pointe, L.C. on Parcel 119 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 360 West University Parkway, Orem, UT and includes 40,885 square feet (sf) of fee property, 392 sf of perpetual easements, and 65,514 sf for temporary construction easement.</p> <p>An Administrative settlement of \$325,251.18 is included in the purchase price. This includes costs for landscaping, signage, parking, and a mediated adjustment for differing appraisal values. The total cost is \$1,444,151.80. Please note that total cost of \$1,444,151.80 includes sign relocation costs already paid out by UTA to a third-party sign company upon completion of their work. Therefore, the compensation paid directly to the seller does not include those costs and will be \$1,427,251.</p>
<b>DISCUSSION:</b>	This acquisition is needed for the BRT project. 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.
<b>ALTERNATIVES:</b>	There is no viable alternative. 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 the BRT.

<b>FISCAL IMPACT:</b>	Property acquisition will cost the \$1,444,151.80, which is included in the Provo-Orem BRT project budget.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• R2020-04-06 Approving Provo-Orem BRT Property Acquisition (Parcel 119:2E, 119:3E, 119:4E, 119:A, 119:C, and 119:E) (with exhibit)<ul style="list-style-type: none"><li>- Exhibit A – Right of Way Contract</li></ul></li></ul>



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY WITH  
BOYER LAKE POINTE, L.C.**

**(Parcels 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, 119:E)**

R2020-04-06

April 15, 2020

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, the Authority is in the process of completing the acquisitions for the Provo-Orem BRT Transportation Improvement Project (the “Project”) in Utah County; and

WHEREAS, the Authority entered into negotiation with Boyer Lake Pointe, L.C. (the “Seller”) for acquisition of property located at approximately 360 West University Parkway, Orem, UT 84058 (the “Property”), also known as parcels 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, 119:E for the Project; and

WHEREAS, the Authority requires approximately 40,885 square feet of property in fee and approximately 392 square feet for a perpetual easement and approximately 65,514 square feet for a temporary construction easement for the purpose of widening University Parkway and related Project improvements; and

WHEREAS, the Authority and the Seller have negotiated and have reached a settlement for the Property; and

WHEREAS, the Authority has obtained a certified appraisal identifying the value of the Property to be \$1,119,000.00, 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 Authority and the Seller agreed, as part of the settlement, that the Authority would pay for repair and improvements to Property's landscaping arising from the construction, totaling \$142,074.00; and

WHEREAS, the Authority and the Seller agreed, as part of the settlement, that the Authority would pay for impact to and relocation of certain signage in the amount of \$31,691.16; and

WHEREAS, the total purchase price, including the fee acquisition, easements, cost to cure items and sign relocation is \$1,444,151.80; and

WHEREAS, the Authority has sought concurrence on this acquisition and administrative settlement 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 \$1,444,151.80.
2. That the Executive Director and her designee(s) are authorized to execute the contract attached as Exhibit A 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.

3. 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.

4. That the corporate seal be attached hereto.

Approved and adopted this 15th day of April, 2020.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved as to form:

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UTA Legal Counsel

Exhibit A  
(Right of Way Contract)



# Utah Transit Authority Right of Way Contract

*Fee Simple Acquisition - Strip*

Project No: S-0265(23)3 Parcel No.(s): 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, 119:E

Job/Proj / Auth No: Pin No: 10266  
Project Location: Provo/Orem Transportation Improvement Project  
County of Property: UTAH Tax ID / Sidwell No: 45:487:0001, 45:487:0002  
Property Address: 360 West University Parkway OREM UT, 84058  
Owner's Address: 101 South 200 East Suite 200, Salt Lake City, UT, 84111  
Primary Phone: 801-521-4727 Owner's Home Phone: Owner's Work Phone: (801)521-4727  
Owner / Grantor (s): Boyer Lake Pointe, L.C., a Utah limited liability company

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Perpetual Easements, Temporary Easements, and Special Warranty Deeds, parcel(s) of land known as parcel number(s) 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, 119:E for transportation purposes. This contract is to be returned to: Gale Padgett (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 W. 200 South, Salt Lake City, UT 84101.

1. Subject to approval of appropriate title exceptions, Grantor will transfer property free of all liens and encumbrances except recorded easements. In the event the parties cannot agree on appropriate title exceptions, this Contract will terminate and UDOT will be file an eminent domain action to acquire the above-referenced parcels. UTA will be responsible for all closing costs, including but not limited to reasonable expenses and costs associated with obtaining a partial deed of reconveyance and/or consent from Grantor's lender. Also, UTA will be responsible for the costs of a policy of title insurance, if desired.
2. Grantor agrees to transfer property free of all known debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. The parties acknowledge that UTA took occupancy of the subject parcels by means of a Right of Entry and Occupancy Agreement executed on or about June 21, 2017.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of occupancy.
5. Subject to the consent of Grantor, which may not be unreasonable withheld, UTA shall pay the Grantor and/or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses by UDOT, UTA and/or the City: the construction and improvement of a highway or roadway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, turning lanes, dedicated bus lanes, curbing, curb and gutter, safety zones and areas, sidewalks and pedestrian crossings, bus shelters and facilities, station platforms and related facilities, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property arising out of Grantor's obligations set forth in any lease or deed of trust relating to the property. However, if a lien holder or lessee makes a claim against Grantee for damages or claims caused by actions unrelated to any lease or lienholder's interest in the property, Grantor shall have no obligation to indemnify or hold Grantee harmless for such claims. In the event a claim is made that cannot be resolved before closing, either party may terminate this Contract and UTA will be entitled to file an eminent domain action to condemn the parcels.
9. Grantor agrees that the occupancy granted in the Right of Entry and Occupancy Agreement shall continue through closing or the conclusion of an eminent domain action.

### Additional Terms:

1. Grantor was paid for the following improvements: 35,695 sf of lawn = \$44,619.00, 37,395 sf of sprinkling lines = \$29,916.00, 1,700 sf of bark ground cover w/fabric = \$4,165.00, 605 sf of concrete paving = \$2,662.00, 4,785 sf of asphalt paving = \$14,355.00, 915 lf of concrete curb w 1" gutter = \$11,566.00, 10 each small/medium trees = \$3,610.00, 39 each medium/large trees = \$26,715.00, 36 medium bushes/shrubs = \$1,791.00, 100 small bushes/shrubs = \$2,675.00. These items total \$142,074.00 and are included in the Total Selling Price.



## Utah Transit Authority Right of Way Contract

2. The total amount of compensation paid directly to Grantor will be \$1,427,251 plus will direct the escrow agent holding funds deposited pursuant to the Right of Entry and Occupancy Agreement to disburse to Owner any accrued interest for the funds held in escrow. Additionally, UTA has or will pay directly to third parties the following cost to cure items:
  - Cost of relocation of Lake Point Pylon sign \$11,752.43 (Paid separately from this contract directly to impact signs on UTA check 331081)
  - Additional cost of Applebee's sign relocation not originally covered in appraisal = \$5248.48 (To be paid separately directly to Impact signs. Impact sign invoice 5551 for \$14,690.25. UTA's appraised value of \$1,119,000 results in an administrative settlement in the amount of \$1,427,251 + \$11,752.43 + 5248.48 = \$1,444,151.80 less \$1,119,000 = Administrative settlement of \$325,251.18.
3. At its sole cost and expense, UTA's contractor will replace typical landscaping such as lawn, sprinkling lines, concrete paving/curbing, edging, shrubs/plants, asphalt paving, and bark ground cover with the easement areas if impacted by the Project including running wires for time clocks for the irrigations along University Parkway to the control valves. UTA will also replace the missing head on the light pole directly west of Mattress Firm. Pursuant to the terms of the Right of Entry and Occupancy Agreement, UTA will also pay for a new survey of the property.
4. This contract is subject to approval by UTA's Board of Directors.
5. This contract is subject to concurrence by the Federal Transit Administration.



# Utah Transit Authority Right of Way Contract

*Fee Simple Acquisition - Strip*

Project No: S-0265(23)3 Parcel No.(s): 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, 119:E

Job/Proj / Auth No: Pin No: 10266  
Project Location: Provo/Orem Transportation Improvement Project  
County of Property: UTAH Tax ID / Sidwell No: 45:487:0001, 45:487:0002  
Property Address: 360 West University Parkway OREM UT, 84058  
Owner's Address: 101 South 200 East Suite 200, Salt Lake City, UT, 84111  
Primary Phone: 801-521-4727 Owner's Home Phone: Owner's Work Phone: (801)521-4727  
Owner / Grantor (s): Boyer Lake Pointe, L.C., a Utah limited liability company

**CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Seller's Agent \_\_\_\_\_, represents seller.  
Seller's Brokerage \_\_\_\_\_, represents seller.  
Buyer's Agent \_\_\_\_\_, represents purchaser.  
Buyer's Brokerage \_\_\_\_\_, represents purchaser.

**Total Selling Price \$1,427,251.00**

**Grantor's Initials**

HRB  
Grantor understands this agreement is an option until approved by the MGR of Property Acquisition/Dispositions. Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership. This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent		Date
100%	<u>HR Boyer</u>	11/6/2020

H. Roger Boyer, President of Boyer Lake Pointe Manager, Inc., manager of Boyer Lake Pointe, L.C.

**Right of Way Agents**

\_\_\_\_\_ Gale Padgett (Consultant) / Acquisition Agent  
\_\_\_\_\_ Eric Lyon / Team Leader  
\_\_\_\_\_ Senior Manager of Real Estate and Transit Oriented Development  
\_\_\_\_\_ Project Manager  
\_\_\_\_\_ Vice President of Finance  
\_\_\_\_\_ Interim Executive Director



## 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):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>Resolution 2020-04-07 Authorizing the Obligation and Drawdown of Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant Monies by the Executive Director</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution 2020-04-07 authorizing grant execution by the Executive Director of the CARES Act agreement(s) to be developed in the Federal Transit Administration Awards Management System.
<b>BACKGROUND:</b>	On Friday, March 27, 2020, the CARES Act was signed into law. The CARES Act provides emergency funding for a variety of industries affected by COVID-19, including the transit industry. To support the transit industry's response to COVID-19, beginning January 20, 2020, all activities normally eligible under the Urbanized Area 5307 formula program, including planning, capital, and operating, are eligible for CARES Act funding. Operation expenses can include paying administrative leave of operations personnel due to reductions in service or quarantine. Other operations expenses could include drivers' salaries, supplies, personal protective equipment (ppe), fuel, and other expenses related to keeping the system operating on a day-to-day basis. Examples of eligible capital activities include preventive maintenance, vehicle replacement, equipment purchasing, and facility repairs.
<b>DISCUSSION:</b>	FTA, through the CARES Act funding, has apportioned \$187,175,694 for UTA's Urbanized Area Section 5307 Grant Program. The funding will be provided at 100% federal share, with no local match required. FTA is encouraging public transit agencies to obligate the funds as soon as possible. This resolution will provide the Executive Director the authority to execute grants for expenses allowed or permissible under the CARES Act funding and that do not exceed the approved 2020 Operating or Capital Budgets. This resolution reduces the timeline for executing the CARES Act grants, and it is in UTA's best interest to execute the grants expeditiously.
<b>ALTERNATIVES:</b>	This historic grant funding ensures that our public transportation system can continue to provide essential transit service to our communities.
<b>FISCAL IMPACT:</b>	No local match is required.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>R2020-04-07 Resolution Authorizing the Obligation and Drawdown of Coronavirus Aid, Relief and Economic Security Act Grant Monies by the Executive Director</li></ul>



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE OBLIGATION AND DRAWDOWN OF  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT GRANT  
MONIES BY THE EXECUTIVE DIRECTOR**

R2020-04-07

April 15, 2020

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, Both Houses of the Congress of the United States of America passed the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and it was signed by the President on March 27, 2020, becoming Public Law No: 116-136; and

WHEREAS, the CARES Act provides emergency funding for a variety of industries affected by the Novel Coronavirus, COVID-19 pandemic, including America’s public transit industry; and

WHEREAS, under the CARES Act, all activities normally eligible for Federal Transit Administration (“FTA”) Urbanized Area Section 5307 Formula Program monies, including planning, capital, and operating expenses, are now eligible for CARES Act funding;

WHEREAS, under the monies available for operating expenses, CARES Act funding can be obligated to pay for administrative leave of operations personnel due to reductions in service or quarantine, operators’ salaries, supplies, fuel, personal protective equipment, and all other expenses to keep a transit system operating on a day-to-day basis; and

WHEREAS, under the monies available for capital expenses, CARES Act funding can be obligated to pay for preventative maintenance, vehicle replacement, equipment purchasing, and facility repairs; and

WHEREAS, Congress has appropriated up to \$187,175,694 for UTA’s share of the CARES Act Section 5307 Program funding, which is 100% federal share, no match required; and

WHEREAS, the FTA is encouraging transit agencies like UTA to obligate and drawdown the CARES Act funding as soon as possible; and

WHEREAS, the Board of Trustees (the "Board") of the Authority desires to delegate authority to the Executive Director to obligate and draw down on UTA's shares of CARES Act funding as soon as possible.

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

1. That the Board authorizes the Executive Director to begin immediate obligation and drawdown of CARES Act funding to reimburse UTA for:
  - a. Expenses allowed or permissible under the CARES Act funding; and
  - b. Expenses that do not exceed the approved 2020 Operating or Capital Budgets.
2. That the Board instructs the Executive Director and/or her designee to report regularly to the Board as to the status of the obligation and drawdown of CARES Act funding.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare for and obtain funding under the CARES Act.
4. That the corporate seal be attached hereto.

Approved and adopted this 15th day of April 2020.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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(Corporate Seal)

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

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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:** April 15, 2020

<b>SUBJECT:</b>	<b>Pre-Procurements</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract Pre-Procurement</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	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.
<b>DISCUSSION:</b>	<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"><li>• <b>Meadowbrook Roof Maintenance.</b> This procurement is to re-roof the Meadowbrook building 8 roof. The current roof is in poor shape and has several holes that need to be patched. The project is included in the capital budget for 2020. This will be procured as an IFB, with selection based on lowest cost bid. (req. 7844)</li><li>• <b>Jordan River Rail Facility Restroom.</b> This procurement is for a prefabricated restroom building, and the associated site work, to be installed on the West side of the Jordan River Rail facility. Currently the employees who work in the West yard area do not have access to a clean and sanitary restroom in close proximity to their work area. This procurement will be conducted as an IFB and awarded based on lowest bid. (req. 7991)</li></ul>



## 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):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	Depot District and Ogden Electric Vehicle Charging Infrastructure (Rocky Mountain Power Special Projects Grant)
<b>AGENDA ITEM TYPE:</b>	<b>Grant Application</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	<p>RMP provides opportunities to qualifying parties to receive financial support to advance the construction of new electric vehicle charging infrastructure projects. RMP encourages innovation and supports customers and communities in installing electric vehicle charging infrastructure.</p> <p>Electric buses are more energy efficient than diesel fueled buses, and the use of electricity as a fuel diversifies UTA's energy sources for propulsion. Electricity tends to maintain a more stable price than other fuel types.</p>
<b>DISCUSSION:</b>	<p>This grant opportunity includes two potential awards:</p> <ol style="list-style-type: none"><li>1) <u>Electric vehicle overnight charging infrastructure</u>. UTA has been awarded Volkswagen (VW) Settlement funding for 20 electric vehicles in the Salt Lake area. The RMP award would be used to help fund the installation of overnight charging infrastructure for these vehicles at the new Depot District facility.</li><li>2) <u>One electric vehicle overhead on-route fast charger for the Ogden BRT project</u>. Ten electric buses are planned for the Ogden BRT project. The RMP award would be used to help fund a fast charger for this project.</li></ol> <p>The electric vehicle charging infrastructure for both projects is already included in the project scopes. The RMP grant funds will boost available funding for both projects.</p>
<b>ALTERNATIVES:</b>	Without the RMP funding, the UTA capital budget will be required for the infrastructure improvements.
<b>FISCAL IMPACT:</b>	Each grant will provide \$500,000 for the needed charging infrastructure. RMP does not require match but the application will have a higher evaluation if the RMP funds are used to boost a project funded by other sources. We will indicate in the application the other funding committed for the larger total projects, which are already included in the UTA capital budget.
<b>ATTACHMENTS:</b>	None



## 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):** Nichol Bourdeaux, Andrea Packer, R&R Partners, Cicero

**BOARD MEETING DATE:** April 15, 2020

<b>SUBJECT:</b>	<b>UTA 2020 Benchmark Survey</b>
<b>AGENDA ITEM TYPE:</b>	Discussion item
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	<p>Each year the PR and Marketing Department, in coordination with UTA’s ad agency (R&amp;R Partners) conducts a Benchmark Survey, performed by Cicero, to the general public throughout UTA’s service area. The survey effort typically starts with focus groups, followed by a comprehensive telephone survey.</p> <p>The Benchmark Survey is a broad survey designed to guide communications and marketing strategy by gauging:</p> <ul style="list-style-type: none"><li>• Overall public perception of UTA as an organization</li><li>• Public perception of UTA’s services</li><li>• High-level indicators of why people ride / don’t ride</li><li>• High-level indicators of what would encourage people to ride</li><li>• Do people see / remember hearing messages about UTA</li><li>• Where people would look for information about riding UTA</li></ul> <p>The 2020 focus groups were conducted in the fall of 2019, and the telephone survey was conducted in January 2020. The team will make a presentation to the Board of Trustees about the key results from the 2020 Benchmark Survey.</p>
<b>DISCUSSION:</b>	Staff will present the data in a detailed presentation and is prepared to answer any questions from the board about the survey.
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	None
<b>ATTACHMENTS:</b>	None