



Working Session of the
Finance & Audit Committee
of the Board of Trustees of the Utah Transit Authority
Wednesday, August 22, 2018, 12:00-1:00 p.m.
Frontlines Headquarters, Golden Spike Rooms, 669 West 200 South, Salt Lake City

Committee Members: Jeff Acerson, Committee Chair Gina Chamness
Cort Ashton Dannie McConkie

Agenda

1. Safety First Minute Dave Goeres

2. Item(s) for Consent Jeff Acerson
 - a. Approval of July 25, 2018 Finance & Audit Committee Meeting Report

3. June 2018 Financial Report & Dashboard Bob Biles

4. 2018 Second Quarter Investment Report Bob Biles

5. General Contracts & Change Orders Steve Meyer
 - a. For Board Consent Approval Steve Meyer
 1. Contract Amendment: Wheel Truing Agreement (Sonoma-Marín Area Transit)
 2. Contract:SD160 Sandbox Upgrade (Siemens)
 3. Contract: Independent Monitoring Services (Coblentz Patch Duffy & Bass LLP)

 - b. For Board Review and Resolution Steve Meyer
 1. Contract: Rideshare Vans (Tony Divino Toyota)
 2. Contract: Locomotive Overhaul (Motive Power)
 3. Contract: UVU Pedestrian Bridge (Kraemer)
 4. Contract: Depot District Clean Fuels Technology Center (Big-D Construction)
 5. Change Order: Positive Train Control (Rocky Mountain System Services)

 - c. Pre-Procurement Update Steve Meyer

6. Real Estate Contracts

Paul Drake

a. For Board Consent Approval

1. Contract: Purchase of Real Property for Provo Orem TRIP Right of Way (Family Center Orem Shopping Center, LLC)
2. Contract: Purchase of Real Property for Provo Orem TRIP Right of Way (Sun Development, LP)

7. Other Business

Jeff Acerson

8. Adjourn

Jeff Acerson

Public Comment: Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution at those meetings. Comment may be provided in person or online through www.rideuta.com. Additionally, public comment may be taken at committee meetings at the discretion of the committee chair. In order to be considerate of time and the agenda, comments are limited to two minutes per individual, or five minutes for a spokesperson designated to represent a group.

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

**Heat stroke is no thrill, heat stroke can kill!
Take a dip in the pool, drink water and stay cool.**





Report of the Finance & Audit Review Committee Meeting
of the Board of Trustees of the Utah Transit Authority (UTA)
Wednesday, July 25, 2018
10:30-12:00 p.m.
FrontLines Headquarters, 669 West 200 South, Salt Lake City, UT

Attending:

Jeff Acerson, Committee Chair
Gina Chamness

Not Attending:

Cort Ashton (excused)
Dannie McConkie (excused)

1. Audit Review Committee

Chair Acerson called the meeting to order at 10:32 a.m. He then yielded the floor to Steve Meyer, Interim Executive Director for UTA, for a brief safety message.

2. Item(s) for Consent

Items for consent consisted of the following:

- Approval of July 11, 2018 Finance & Audit Meeting Report

A motion to approve the consent agenda was made by Trustee Chamness and seconded by Chair Acerson. The motion was approved by unanimous consent.

3. Contracts, Disbursements & Change Orders

a. For Board Consent Approval

1. Contract: VSP and LDO Board for PTC (Alstom Group)

The contract is for vital signal processors for positive train control (PTC) implementation.

Discussion ensued during which questions were posed by the board and answered by staff. There is a long-term plan to assess the PTC system and its components.

A motion to approve the contract and forward it to the board's consent agenda was made by Trustee Chamness and seconded by Chair Acerson.

Roll call vote:

Trustee Chamness	Aye
Trustee Acerson	Aye

4. Other Business

No other business was discussed.

5. **Adjourn.** A motion to adjourn was made by Trustee Chamness and seconded by Chair Acerson. The motion was approved by unanimous consent and the meeting adjourned at 10:38 a.m.

Transcribed by Teri Black
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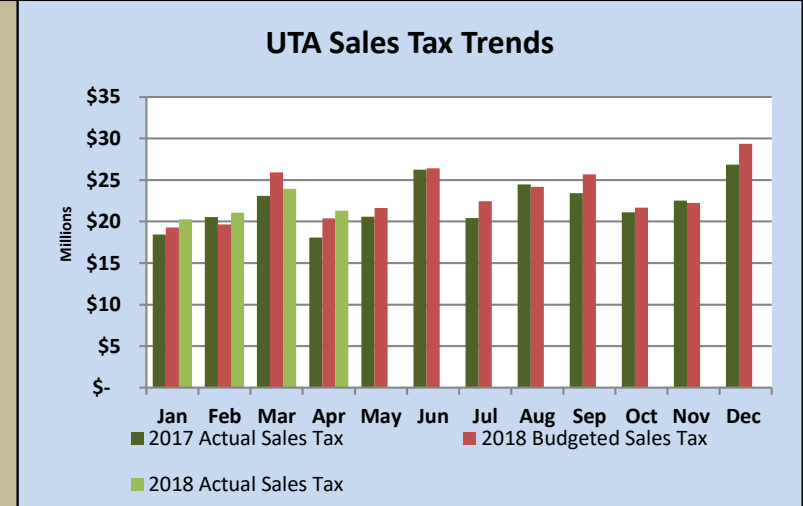
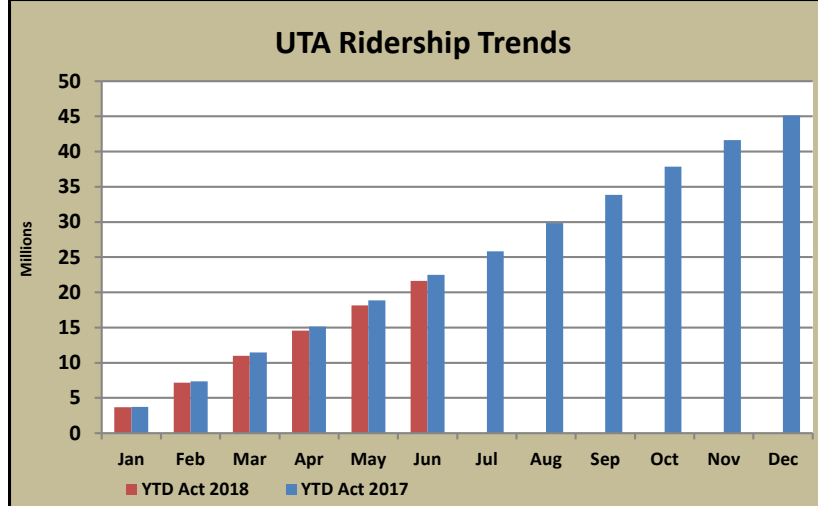
This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/476929.html> for entire content.

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

Utah Transit Authority

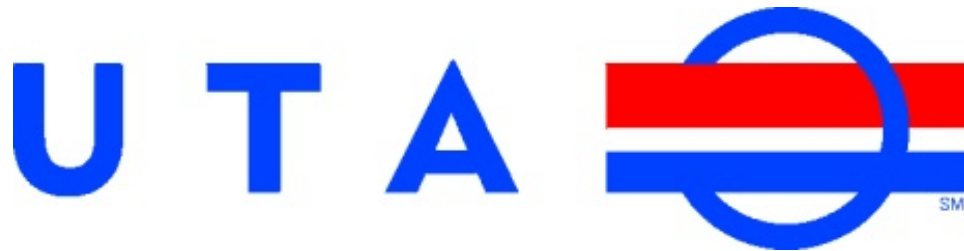
Board Dashboard: June 30, 2018

Financial Metrics	June Actual	June Budget	Fav/ (Unfav)		YTD Actual		YTD Budget		Fav/ (Unfav)		
				%						%	
Sales Tax (April '18 mm \$)	\$ 21.3	\$ 20.4	\$ 0.95	4.7%	\$ 86.6	\$ 85.2	\$ 1.37		1.6%		
Fare Revenue (mm)	\$ 4.4	\$ 3.7	\$ 0.68	18.4%	\$ 26.0	\$ 23.6	\$ 2.36		10.0%		
Operating Exp (mm)	\$ 21.9	\$ 22.9	\$ 1.04	4.5%	\$ 131.9	\$ 137.6	\$ 5.70		4.1%		
Investment Per Rider (IPR)	\$ 5.02	\$ 5.13	\$ 0.11	2.1%	\$ 4.89	\$ 5.13	\$ 0.24		4.7%		
IPR adj for fuel savings	\$ 5.00	\$ 5.13	\$ 0.13	2.5%	\$ 4.91	\$ 5.13	\$ 0.22		4.3%		
UTA Diesel Price (\$/gal)	\$ 2.43	\$ 2.20	\$ (0.23)	-10.3%	\$ 2.30	\$ 2.20	\$ (0.10)		-4.5%		
Operating Metrics	June Actual	Jun-17	F/ (UF)		YTD Actual	YTD 2017	F/ (UF)				
Ridership (mm)	3.49	3.62	(0.1)	-3.6%	21.64	22.48	(0.8)	-3.7%			
Alternative Fuels	\$/gal	Revenue Development (m\$)				YTD Actual					
CNG Price (Bus Diesel Equiv rtl)	\$ 1.16					\$ 25.91					
Debt Service	June Actual	Jun-17	Var	%	YTD Actual	YTD 2017	Var	%			
Debt Service (net mm)	\$ 10.19	\$ 8.74	\$ (1.45)	-16.6%	\$ 57.20	\$ 52.96	\$ (4.25)	-8.0%			



Utah Transit Authority
Financial Statement
(Unaudited)

June 30, 2018



KEY ITEM REPORT
(UNAUDITED)

EXHIBIT 1-1

As of June 30, 2018

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 134,406,771	\$ 133,277,251	\$ 1,129,520	1%
2 Passenger Revenue	\$ 25,987,410	\$ 23,624,205	2,363,205	10%
3 Other Revenue	\$ 35,197,769	\$ 36,865,500	(1,667,731)	-5%
4 Total Revenue	195,591,950	193,766,956	1,824,994	1%
5 Net Operating Expenses	(131,895,858)	(137,592,832)	5,696,974	4%
Net Operating Income (Loss)	63,696,092	56,174,124	7,521,968	13%
6 Debt Service	57,203,601	54,533,054	(2,670,547)	-5%
7 Other Non-Operating Expenses	2,136,064	2,752,500	616,436	22%
8 Sale of Assets	(4,039,351)	-	4,039,351	
9 Contribution to Capital Reserves	\$ 8,395,778	\$ (1,111,430)	\$ 9,507,208	
10 Bond Debt Service - Series 2007A CAB	230,518			
11 Amortization	(1,926,885)			
12 Depreciation	72,147,964			
13 Total Non-cash Items	\$ 70,451,597			

GOALS

RIDERSHIP

2017 Actual	June 2018	June 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,488,424	3,620,046	-131,622	21,643,621	22,479,727	-836,106

REVENUE DEVELOPMENT

	YTD
15 Federal/Local/Regional	\$25,909,165

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 131,895,858	Net Operating Expense	\$ 131,895,858
17 Less: Passenger Revenue	- (25,987,410)	Less: Passenger Revenue	- (25,987,410)
18		Plus: Diesel Savings	+ 358,391
19 Subtotal	105,908,448	Subtotal	106,266,839
20 Divided by: Ridership	÷ 21,643,621	Divided by: Ridership	÷ 21,643,621
21 Investment per Rider	\$ 4.89	Investment per Rider	\$ 4.91

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of June 30, 2018

BALANCE SHEET

	6/30/2018	6/30/2017
CURRENT ASSETS		
1 Cash	\$ 7,185,846	\$ 6,748,489
2 Investments (Unrestricted)	83,345,163	1,358,297
3 Investments (Restricted)	132,238,186	156,736,148
4 Receivables	55,461,885	62,139,963
5 Receivables - Federal Grants	32,194,211	25,967,791
6 Inventories	35,761,033	30,569,806
7 Prepaid Expenses	598,752	1,356,032
8 TOTAL CURRENT ASSETS	\$ 346,785,076	\$ 284,876,526
9 Property, Plant & Equipment (Net)	3,033,010,287	3,029,262,002
10 Other Assets	144,858,822	123,800,193
11 TOTAL ASSETS	\$ 3,524,654,185	\$ 3,437,938,721
12 Current Liabilities	30,304,347	\$ 26,447,403
13 Other Liabilities	250,165,045	204,720,990
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,198,883,226	2,118,052,972
16 Equity	944,425,013	975,792,235
17 TOTAL LIABILITIES & EQUITY	\$ 3,524,654,185	\$ 3,437,938,721

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	37,016,992	41,784,710
19 2015A Sub Interest Reserves		747,555
20 2018 Bond Proceeds	60,214,901	
21 Debt Service Interest Payable	585,035	48,645
22 Risk Contingency	7,614,188	7,476,772
23 Box Elder County ROW (sales tax)	6,593,331	5,737,981
24 Mountain Accord	149,705	247,456
25 Joint Insurance Trust	4,026,651	3,256,602
26 UT County Bond Proceeds	6,705,283	49,426,339
27 Amounts held in escrow	9,332,100	4,410,169
28 TOTAL RESTRICTED RESERVES	\$ 132,238,186	\$ 113,136,229
DESIGNATED OPERATING RESERVES		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	32,541,912	14,858,258
34 TOTAL DESIGNATED OPERATING RESERVES	\$ 77,349,577	\$ 58,546,501
35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 209,587,763	\$ 171,682,730

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of June 30, 2018

REVENUE & EXPENSES

	ACTUAL Jun-18	ACTUAL Jun-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 4,394,717	\$ 4,502,943	\$ 25,987,410	\$ 25,669,313
2 Advertising Revenue	200,000	195,833	1,200,000	1,174,998
3 Investment Revenue	412,670	131,982	2,244,465	1,217,675
4 Sales Tax	26,464,264	22,726,401	134,406,771	125,757,282
5 Other Revenue	171,325	325,843	1,242,491	1,733,182
6 Fed Operations/Preventative Maint.	4,633,066	5,587,220	30,510,813	31,602,398
7 TOTAL REVENUE	\$ 36,276,042	\$ 33,470,222	\$ 195,591,950	\$ 187,154,848
OPERATING EXPENSE				
8 Bus Service	\$ 8,007,740	7,314,815	\$ 46,451,291	\$ 44,109,276
9 Commuter Rail	1,844,598	1,652,774	11,593,411	10,631,297
10 Light Rail	2,663,150	3,323,962	17,656,742	17,400,943
11 Maintenance of Way	1,407,499	1,664,642	7,971,529	8,182,751
12 Paratransit Service	1,719,634	1,673,173	10,228,417	10,084,795
13 RideShare/Van Pool Services	198,282	257,302	1,226,993	1,418,379
14 Operations Support	3,516,474	3,359,302	22,270,656	21,131,381
15 Administration	2,534,561	2,694,258	14,496,819	14,407,498
16 TOTAL OPERATING EXPENSE	\$ 21,891,938	\$ 21,940,228	\$ 131,895,858	\$ 127,366,320
17 NET OPERATING INCOME (LOSS)	\$ 14,384,104	\$ 11,529,994	\$ 63,696,092	\$ 59,788,528
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 342,724	431,396	\$ 2,136,064	\$ 2,370,287
19 Major Investment Studies	-	-	-	-
20 Offsetting Investment Studies	-	-	-	-
21 Bond Principal	1,481,111	729,167	5,548,835	4,375,002
22 Bond Interest	8,222,458	6,960,704	47,256,446	42,228,060
23 Bond Funded Interest - 2015A Sub	-	795,271	-	4,771,626
24 Bond Cost of Issuance/Fees	(29,562)	-	1,042,522	29,050
25 Lease Cost	514,895	250,929	3,355,798	1,553,450
26 Sale of Assets	7,846	-	(4,039,351)	(2,359,229)
27 TOTAL NON-OPERATING EXPENSE	\$ 10,539,472	\$ 9,167,467	\$ 55,300,314	\$ 52,968,246
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,844,632	\$ 2,362,527	\$ 8,395,778	\$ 6,820,282
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816	\$ 15,859	\$ 230,518	\$ 95,154
30 Bond Premium/Discount Amortization	(1,161,136)	(1,321,256)	(6,434,237)	(7,927,538)
31 Bond Refunding Cost Amortization	683,649	685,192	4,101,895	4,111,152
32 Future Revenue Cost Amortization	67,576	67,576	405,457	405,456
33 Depreciation	12,930,000	12,560,000	72,147,964	75,360,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,573,905	\$ 12,007,371	\$ 70,451,597	\$ 72,044,224

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-18	Jun-18	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,394,717	\$ 3,711,540	\$ 683,177	18%
2 Advertising Revenue	200,000	200,000	-	0%
3 Investment Revenue	412,670	311,000	101,670	33%
4 Sales Tax	26,464,264	26,408,839	55,425	0%
5 Other Revenue	171,325	564,333	(393,008)	-70%
6 Fed Operations/Preventative Maint.	4,633,066	5,068,917	(435,851)	-9%
7 TOTAL REVENUE	\$ 36,276,042	\$ 36,264,629	\$ 11,413	0%
OPERATING EXPENSE				
8 Bus Service	\$ 8,007,740	\$ 7,960,154	\$ (47,586)	-1%
9 Commuter Rail	1,844,598	1,897,659	53,061	3%
10 Light Rail	2,663,150	2,927,667	264,517	9%
11 Maintenance of Way	1,407,499	1,513,042	105,543	7%
12 Paratransit Service	1,719,634	1,910,320	190,686	10%
13 RideShare/Van Pool Services	198,282	267,535	69,253	26%
14 Operations Support	3,516,474	3,756,299	239,825	6%
15 Administration	2,534,561	2,698,129	163,568	6%
16 TOTAL OPERATING EXPENSE	\$ 21,891,938	\$ 22,930,805	\$ 1,038,867	5%
17 NET OPERATING INCOME (LOSS)	\$ 14,384,104	\$ 13,333,824	\$ 1,050,280	8%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 342,724	\$ 458,750	\$ 116,026	25%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	1,481,111	764,667	(716,444)	-94%
22 Bond Interest	8,222,458	8,051,454	(171,004)	-2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	(29,562)	5,458	35,020	642%
25 Lease Cost	514,895	515,020	125	0%
26 Sale of Assets	7,846	-	(7,846)	
27 TOTAL NON-OPERATING EXPENSE	\$ 10,539,472	\$ 9,795,349	\$ (744,123)	-8%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,844,632	\$ 3,538,474	\$ 306,158	-9%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816			
30 Bond Premium/Discount Amortization	(1,161,136)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	12,930,000			
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,573,905			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of June 30, 2018

YEAR TO DATE

	ACTUAL Jun-18	BUDGET Jun-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 25,987,410	\$ 23,624,205	\$ 2,363,205	10%
2 Advertising Revenue	1,200,000	1,200,000	-	0%
3 Investment Revenue	2,244,465	1,866,000	378,465	20%
4 Sales Tax	134,406,771	133,277,251	1,129,520	1%
5 Other Revenue	1,242,491	3,386,000	(2,143,509)	-63%
6 Fed Operations/Preventative Maint.	30,510,813	30,413,500	97,313	0%
7 TOTAL REVENUE	\$ 195,591,950	\$ 193,766,956	\$ 1,824,994	1%
OPERATING EXPENSE				
8 Bus Service	\$ 46,451,291	\$ 48,069,671	\$ 1,618,380	3%
9 Commuter Rail	11,593,411	11,422,701	(170,710)	-1%
10 Light Rail	17,656,742	17,570,237	(86,505)	0%
11 Maintenance of Way	7,971,529	8,762,789	791,260	9%
12 Paratransit Service	10,228,417	11,447,769	1,219,352	11%
13 RideShare/Van Pool Services	1,226,993	1,604,711	377,718	24%
14 Operations Support	22,270,656	22,510,335	239,679	1%
15 Administration	14,496,819	16,204,619	1,707,800	11%
16 TOTAL OPERATING EXPENSE	\$ 131,895,858	\$ 137,592,832	\$ 5,696,974	4%
17 NET OPERATING INCOME (LOSS)	\$ 63,696,092	\$ 56,174,124	\$ 7,521,968	13%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,136,064	\$ 2,752,500	\$ 616,436	22%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	5,548,835	4,588,002	(960,833)	-21%
22 Bond Interest	47,256,446	46,822,182	(434,264)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,042,522	32,750	(1,009,772)	-3083%
25 Lease Cost	3,355,798	3,090,120	(265,678)	-9%
26 Sale of Assets	(4,039,351)	-	4,039,351	
27 TOTAL NON-OPERATING EXPENSE	\$ 55,300,314	\$ 57,285,554	\$ 1,985,240	3%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 8,395,778	\$ (1,111,430)	\$ 9,507,208	855%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 230,518			
30 Bond Premium/Discount Amortization	(6,434,237)			
31 Bond Refunding Cost Amortization	4,101,895			
32 Future Revenue Cost Amortization	405,457			
33 Depreciation	72,147,964			
34 NET OTHER EXPENSES (NON-CASH)	\$ 70,451,597			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,420,168	\$ 23,516,922	31.6%
2 INFORMATION TECHNOLOGY	1,461,546	8,594,818	17.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	243,229	1,035,796	23.5%
4 CAPITAL PROJECTS	4,162,478	41,057,292	10.1%
5 PROVO OREM BRT	16,419,250	40,227,000	40.8%
6 AIRPORT STATION RELOCATION	494,943	22,901,499	2.2%
7 STATE OF GOOD REPAIR	5,820,964	29,674,141	19.6%
8 PROP 1 PROJECTS	1,530,998	11,067,067	13.8%
9 TIGER (INCLUDING PROP#1 TIGER)	152,170	13,104,294	1.2%
10 TOTAL	<u>\$ 37,705,746</u>	<u>\$ 191,178,829</u>	19.7%
REVENUES			
14 GRANT	\$ 1,483,730	\$ 26,114,493	5.7%
16 PROVO-OREM TRIP	16,419,250	30,000,000	54.7%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	1,360,496	50,877,399	2.7%
19 LOCAL PARTNERS	-	14,318,487	0.0%
15 TRANSFER FROM OPERATING (PROP 1)	1,530,998	3,997,323	0.0%
20 UTA FUNDING	10,670,361	44,708,082	23.9%
21 TOTAL	<u>\$ 37,705,746</u>	<u>\$ 191,178,829</u>	19.7%

As of June 30, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-18	Jun-17	2018	2017
UTA				
Fully Allocated Costs	21,891,938	21,940,228	131,895,859	127,366,221
Passenger Farebox Revenue	4,394,944	4,502,943	25,987,410	25,358,952
Passengers	3,488,424	3,620,046	21,643,621	22,479,728
Farebox Recovery Ratio	20.1%	20.5%	19.7%	19.9%
Actual Investment per Rider	\$5.02	\$4.82	\$4.89	\$4.54
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	10,674,315	9,971,431	62,578,268	59,734,237
Passenger Farebox Revenue	1,601,594	1,670,236	10,230,248	9,811,209
Passengers	1,462,566	1,542,108	9,343,209	9,787,340
Farebox Recovery Ratio	15.0%	16.8%	16.3%	16.4%
Actual Investment per Rider	\$6.20	\$5.38	\$5.60	\$5.10
LIGHT RAIL SERVICE				
Fully Allocated Costs	5,861,009	6,638,996	36,663,642	35,725,760
Passenger Farebox Revenue	1,596,809	1,691,588	9,172,564	8,744,244
Passengers	1,439,486	1,495,528	8,830,820	9,212,552
Farebox Recovery Ratio	27.2%	25.5%	25.0%	24.5%
Actual Investment per Rider	\$2.96	\$3.31	\$3.11	\$2.93
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,089,091	3,023,581	19,066,464	18,305,156
Passenger Farebox Revenue	534,927	519,284	2,939,886	2,790,859
Passengers	413,566	404,410	2,426,542	2,386,614
Farebox Recovery Ratio	17.3%	17.2%	15.4%	15.2%
Actual Investment per Rider	\$6.18	\$6.19	\$6.65	\$6.50
PARATRANSIT				
Fully Allocated Costs	1,883,593	1,863,247	11,238,399	11,085,425
Passenger Farebox Revenue	348,431	311,475	1,710,348	2,373,526
Passengers	67,365	68,588	423,035	424,512
Farebox Recovery Ratio	18.5%	16.7%	15.2%	21.4%
Actual Investment per Rider	\$22.79	\$22.62	\$22.52	\$20.52
RIDESHARE				
Fully Allocated Costs	383,931	442,972	2,349,086	2,515,642
Passenger Farebox Revenue	313,183	310,361	1,934,364	1,639,114
Passengers	105,441	109,412	620,014	668,710
Farebox Recovery Ratio	81.6%	70.1%	82.3%	65.2%
Actual Investment per Rider	\$0.67	\$1.21	\$0.67	\$1.31

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-18	Jun-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$10,674,315	\$9,971,431	\$62,578,268	\$59,734,237
Light Rail Service	\$5,861,009	\$6,638,996	\$36,663,642	\$35,725,760
Commuter Rail Service	\$3,089,091	\$3,023,581	\$19,066,464	\$18,305,156
Paratransit	\$1,883,593	\$1,863,247	\$11,238,399	\$11,085,425
Rideshare	\$383,931	\$442,972	\$2,349,086	\$2,515,642
UTA	\$21,891,938	\$21,940,228	\$131,895,859	\$127,366,220
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,601,594	\$1,670,236	\$10,230,248	\$9,811,209
Light Rail Service	\$1,596,809	\$1,691,588	\$9,172,564	\$8,744,244
Commuter Rail Service	\$534,927	\$519,284	\$2,939,886	\$2,790,859
Paratransit	\$348,431	\$311,475	\$1,710,348	\$2,373,526
Rideshare	\$313,183	\$310,361	\$1,934,364	\$1,639,114
UTA	\$4,394,944	\$4,502,943	\$25,987,410	\$25,358,951
PASSENGERS				
Bus Service	1,462,566	1,542,108	9,343,209	9,787,340
Light Rail Service	1,439,486	1,495,528	8,830,820	9,212,552
Commuter Rail Service	413,566	404,410	2,426,542	2,386,614
Paratransit	67,365	68,588	423,035	424,512
Rideshare	105,441	109,412	620,014	668,710
UTA	3,488,424	3,620,046	21,643,621	22,479,727
FAREBOX RECOVERY RATIO				
Bus Service	15.0%	16.8%	16.3%	16.4%
Light Rail Service	27.2%	25.5%	25.0%	24.5%
Commuter Rail Service	17.3%	17.2%	15.4%	15.2%
Paratransit	18.5%	16.7%	15.2%	21.4%
Rideshare	81.6%	70.1%	82.3%	65.2%
UTA	20.1%	20.5%	19.7%	19.9%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$6.20	\$5.38	\$5.60	\$5.10
Light Rail Service	\$2.96	\$3.31	\$3.11	\$2.93
Commuter Rail Service	\$6.18	\$6.19	\$6.65	\$6.50
Paratransit	\$22.79	\$22.62	\$22.52	\$20.52
Rideshare	\$0.67	\$1.21	\$0.67	\$1.31
UTA	\$5.02	\$4.82	\$4.89	\$4.54

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of June 30, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 32,194,211	\$ 32,194,211				
2 Local Contributions ²	47,759,465	47,758,882				583
3 Pass Sales	430,489	345,852	20,218	1,636	(10,624)	73,407
4 Property Management	103,524	53,351	38,728	4,385	7,060	-
5 Vanpool/Rideshare	25,370	10,780	(76)	1,646	1,756	11,264
6 Product Sales and Development	648,412	325,911	246,971	20,365	3,056	52,109
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	3,694,843	2,267,512	454,150	360	-	972,821
9 Mobility Management	1,700	1,700	-			
10 Paratransit	11,250	11,250				-
11 Other ³	2,785,032	2,785,032				
12 Total	\$ 87,656,096	\$ 85,754,481	\$ 759,991	\$ 28,392	\$ 1,248	\$ 1,111,984

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	80.3%	4.7%	4.7%	0.4%	-2.5%	17.1%
16 Property Management	51.5%	37.4%	37.4%	4.2%	6.8%	0.0%
17 Vanpool/Rideshare	42.5%	-0.3%	-0.3%	6.5%	6.9%	44.4%
18 Product Sales and Development	50.3%	38.1%	38.1%	3.1%	0.5%	8.0%
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
20 Capital Development Agreements	61.4%	12.3%	12.3%	0.0%	0.0%	26.3%
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
24 Total	97.8%	0.9%	0.9%	0.0%	0.0%	1.3%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JUNE 1, 2018 THROUGH JUNE 30, 2018
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	337085	6/7/2018	576,527.17
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	337098	6/14/2018	402,585.08
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	337469	6/21/2018	370,411.83
R2018-05-09	5/23/2018	ROCKY MOUNTAIN POWER	337404	6/21/2018	284,878.10
VARIOUS POs LIGHT RAIL INVENTORY REPLENISHMENTS		SIEMENS INDUSTRY, INC.	337451	6/21/2018	223,562.90
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	337482	6/28/2018	565,169.41

**UTAH TRANSIT AUTHORITY FINANCE & OPERATIONS COMMITTEE
Action Agenda Item Coversheet**

DATE:	August 8, 2018
AGENDA ITEM:	
CONTACT PERSONS:	Robert K. Biles, Chief Financial Officer, Treasurer Richard C. Swenson, Deputy Treasurer
SUBJECT:	Second Quarter 2018 Investment Report
BACKGROUND:	<p>Pursuant to UTA's Corporate Investment Policy, the Treasurer is required to provide a quarterly investment report to the Finance & Audit Committee, which acts as the designated Investment Committee.</p> <p>The 2nd Quarter Investment Report provides a list of the investments in the June 30, 2018 portfolio as well as investments which were purchased and sold in the quarter.</p> <p>Zion's Wealth Advisors continues to manage a separate portfolio of investments totaling \$25,989,657.10 at quarter end, with maturities of three years or less, and yields to maturity (net of fess) for the months of April, May, and June of 2.247%, 2.324%, and 2.429%, respectively.</p> <p>All other available cash (net of minimum funds in the operating accounts at Zions) is invested with the State of Utah investment pool (PTIF), which earned yields of 2.171%, 2.319%, and 2.466\$, for April, May and June, respectively.</p> <p>Benchmark rate information (3-month T-Bill) is also included with the rates for April, May, and June being 1.763%, 1.883%, and 1.920%, respectively.</p>
PREFERRED ALTERNATIVE:	Receive the 2 nd Quarter Investment Report.
LEGAL REVIEW:	N/A
EXHIBITS:	2 nd Quarter Investment Report

Utah Transit Authority
Investment Portfolio
June 30, 2018

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

Zions Capital Advisors	\$ 25,989,657.10	2.429%	\$ 631,289
Zions Bank	\$ 13,203,853.00	0.100%	\$ 13,204
Public Treasurer's Investment Fund	\$ 147,863,734.00	2.466%	\$ 3,646,320
Total Investments	<u>\$ 227,018,701.05</u>	<u>2.249%</u>	<u>\$ 5,106,286</u>

Rates as of Last Trading Day of

	<u>April</u>	<u>May</u>	<u>June</u>
Zions Capital Advisors	2.247%	2.324%	2.429%
Public Treasurer's Investment Fund	2.171%	2.319%	2.466%
Benchmark Return*	1.763%	1.883%	1.920%

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

Investments Purchased
April 1 to June 30, 2018

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

Investments Sold
April 1 to June 30, 2018

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

General Contracts, Change-orders and Disbursements

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

F&AC 8/22/18

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary description & purpose	Vendor (or potential vendors)	Total Contract Value	Change-orders			Contract Start Date	Contract End Date (Incl. options)	Included In 2018 budget?	Solicitation method	Number of firms which responded to solicitation	Total contract amount of next lowest bidder
									Change-order amount	Total contract amount after change-order	Percentage change						
A1	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	Revenue	Bryan Sawyer	Wheel Truing Agreement Amendment	This is a Revenue contract. This is to amend an existing contract for UTA to provide wheel truing services to SMART.	Sonoma-Marín Area Rail Transit	\$ 261,100	\$ 135,000	\$ 396,100	52%	6/6/2018	6/30/2019	No	Revenue contract	N/A	N/A
A2	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	Contract	Kyle Stockley	SD160 Sandbox upgrade	Overhaul of the Sandboxes on the Light Rail SD160 fleet. The sandboxes are starting to fail and replacement parts are obsolete. This contract will convert the current boxes to the S70 style box.	Siemens	\$ 410,000		N/A	N/A	8/22/2018	12/31/2018	Yes	RFP	2	\$ 530,928
A3	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	Contract	Bart Simmons	Independent Monitoring Services	An Independment Monitor who will perform independent monitoring services identified by the USAO.	Coblentz Patch Duffy & Bass LLP	\$ 600,000		N/A	N/A	8/29/2018	8/29/2021	Yes	RFP	8	
8a	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Ryan Taylor	Rideshare Vans	Contract for 30 replacement minivans for Rideshare. This contract also includes "options" to purchase up to 60 additional vans over 3 years.	Tony Divino Toyota	\$ 2,546,880		N/A	N/A	8/23/2018	8/31/2021	Yes	RFP	2	\$ 2,186,550
8b	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Kyle Stockley	Locomotive Engine Overhaul	Provide all labor and materials necessary to rebuild the Electro-Motive Diesel (EMD) model 16-645F3B prime mover engines on all locomotives	Motive Power	\$ 9,797,900		N/A	N/A	9/1/2018	9/1/2024	Yes	RFP	4	\$ 10,805,320
8c	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Grey Turner	UVU Pedestrian Bridge	UDOT is leading the project in collaboration with UVU and UTA to build a pedestrian bridge over I-15. UTA is named as a financial partner in the project.	Kraemer	\$ 4,000,000		N/A	N/A	7/1/2018	9/1/2019	Yes	N/A	N/A	N/A
8d	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Greg Thorpe	Depot District Clean Fuels Technology Center	CM/GC procurement for the phased construction of the new Bus Technology, Maintenance and Operations Facility	Big-D Construction	\$ 4,200,000		N/A	N/A	9/25/2018	9/25/2021	Yes	RFP	2	\$ 5,016,483
8e	Motion to forward the contract to the Board for approval	Change-order brings total contract value to \$1,000,000 or more	Change Order	Dan Hofer	Positive Train Control	Design, furnish, install and test positive train control system as part of the FrontRunner Postive Train Control project	Rock Mountain Systems Services	\$ 26,758,524	\$ 3,326,771	\$ 30,085,295	12%	10/6/2014	9/30/2019	Yes	N/A	N/A	N/A
C1	Pre-Procurement (information only)	Contract is > \$1,000,000	Pre-bid Review	Kyle Stockley	SD1XX Light Rail vehicle floor replacement	Replace Flooring on the SD100 and SD160 as part of the Overhaul Project	TBD	TBD		N/A	N/A	9/1/2018	8/31/2025	Yes	RFP	TBD	TBD

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

Action Requested: Motion to approve the contract and forward to Board for consent agenda

Criteria: New total contract value is \$200,000 - \$999,999, and Change-order is > 15%

Contract #: 16-1632

Contract Title: Wheel Truing Agreement

Project Manager: Bryan Sawyer

Contract Administrator: Jolene Higgins

Impacted Areas: LRV Sustainability

Included in budget? No

Procurement method: Sole-Source

Contractor: UTA

Sole-Source Reason: FTA Authorized Sole-Source

Total Contract Value \$ 261,100
Qty & Unit price \$ 887.92/Axle

Revenue

Contract term (Months) \$ 12

Contract options (Months) \$ 12

Contract start date: 11/1/2016

Contract end date: 30-Jun-19

Number of responding firms: 1

Next Lowest Bidder: N/A

Detailed Description & Purpose:

This is a Revenue contract. This is to amend an existing contract for UTA to provide wheel truing services to Sonoma-Marina Area Rail Transit District (SMART).

From time to time agencies request services from each other for various reasons. In this case SMART requested wheel truing services while they were in their startup phase and for warranty purposes. The wheel truing machine that UTA uses can produce the tolerances required for their Diesel Multiple Unit (DMU) technology. UTA requested and received "Incidental use" permission from the Federal Transit Administration to provide these services March 21, 2016. For budgetary purposes SMART amends the contract on a yearly basis to a "Not to Exceed" amount. SMART is in the process of getting authorization to procure their own machine, but until they can accomplish this they have asked UTA if they would provide the same services as requested previously. UTA has made comments and amendments that include an increase in the cost for each axle. The unit price covers UTA's costs to provide these services.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. **VS-SV-16-001** *(Assigned by Purchasing)* Contract Administrator: **Jolene Higgins**
 Project Manager: **Bryan Sawyer**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Other _____ G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQ (Qualification)
 RFP (Best-value) Sole source Other: **Services Requested**
- 4) Contract Title **Wheel Truing Agreement Amendment II**
- 5) Description / Purpose *(of contract or project)* **This is to amend a current contract to provide wheel truing services to Sonoma-Marín Area Rail Transit District (SMART)**
- 6) Contractor Name **UTA to provide services to SMART**
- 7) Effective Dates Beginning: **06/06/18** Ending: **06/30/19**
- 8) Option to renew? Yes No Renewal terms **Pending services requested**

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|-----------------|
| 9a) Current Contract Value: | \$ (126,100.00) |
| 9b) Amendment Amount: | \$ (135,000.00) |
| 9d) New Contract Value (including all amendments) | \$ (261,100.00) |
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) *If estimated, how was the estimate calculated?* **This is estimated based on past mileage the vehicles travel and the past frequency of the needed wheel truing services.**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **4310** Capital Project Code **N/A**
- 12) Budgeted? Yes No Budget amount: \$ -
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	Print Name
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	_____
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	_____
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	_____
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BS	Bryan Sawyer
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	_____
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint. Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	_____
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	_____
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	_____

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

Action Requested: Motion to approve the contract and forward to Board for consent agenda

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

Contract #: 18-2706JH

Contract Title: SD160 Sand Box Upgrade

Project Manager: Kyle Stockley

Contract Administrator: Jolene Higgins

Impacted Areas: Light Rail Maintenance

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Siemens

Sole-Source Reason: N/A

Total Contract Value \$ 410,000

Contract start date: 8/22/2018

Contract end date: 12/31/2018

Number of responding firms: 2

Next Lowest Bidder: \$ 530,928

Detailed Description & Purpose:

This Contract is for the overhaul of the sandboxes on the Light Rail SD160 fleet. The sandboxes are starting to fail and replacement parts are obsolete. It is necessary to Overhaul the sandboxes and convert them to the S70 style sanding pumps. The contractor will provide an improved design of SD160 Sandboxes that is both economical and improves reliability and maintainability, as well as installation services, commissioning and testing services, and training and documentation.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2706JH (Assigned by Purchasing) Contract Administrator: Jolene Higgins
 Project Manager: Kyle Stockley
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title SD160 Sand Box Overhaul & Upgrade
- 5) Description / Purpose (of contract or project) Provide an improved design of SD160 Sandboxes that is both economical and improves reliability and maintainability, installation services, commissioning and testing services, training and documentation
- 6) Contractor Name Siemens
- 7) Effective Dates Beginning: 08/22/18 Ending: 12/31/18
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- 9a) Current Contract Value: 410,000.00
- 9b) Amendment Amount: _____
- 9c) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-7040.68912 Capital Project Code SGR04018
- 12) Budgeted? Yes No Budget amount: \$ 410,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Print Name</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Kyle Stockley</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Paul Edwards</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Print Name</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

Action Requested: Motion to approve the contract and forward to Board for consent agenda

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

Contract #: 17-2325JH

Contract Title: Independent Monitoring Services

Project Manager: Bart Simmons

Contract Administrator: Jolene Higgins

Impacted Areas: All UTA

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Coblenz Patch Duffy & Bass LLP

Sole-Source Reason: N/A

Total Contract Value \$600,000 (approx.)

Contract start date: 8/29/2018

Contract end date: 8/29/2021

Number of responding firms: 8

Next Lowest Bidder:

Detailed Description & Purpose:

On April 4, 2017 UTA executed a Non-Prosecution Agreement (“NPA”) with the United States Attorney’s Office for the District of Utah (“USAO”). Pursuant to the NPA, USAO conditionally agreed not to bring any criminal actions against UTA related to past conduct identified in USAO’s ongoing investigation.

However, USAO identified four issues of concern (the “Core Issues”) with respect to UTA: (a) inadequate controls over federal funds and drawdowns from federal grants; (b) improper handling and disclosure of property acquisition and disposition, including inadequate oversight of transit-oriented development projects; (c) non-compliance with ethical standards, resulting in benefits to UTA and employees and members of UTA’s Board of Trustees; and (d) improper approval of executive bonuses.

In October 2016, UTA provided USAO with a summary of institutional controls and organizational reforms (collectively the “Reforms”) that have been adopted by UTA since the commencement of USAO’s investigation. The Reforms are described in Attachment A to the NPA. USAO acknowledged the Reforms in the NPA. As a condition to the USAO’s non-prosecution covenant, UTA has agreed to retain an independent third-party monitor to: (i) verify continued compliance with the Reforms; and (ii) recommend additional reforms necessary to address the Core Issues.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 17-2325JH (Assigned by Purchasing) Contract Administrator: Jolene Higgins
Project Manager: Bart Simmons
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Independent Monitoring Services
- 5) Description / Purpose (of contract or project) UTA executed a Non-Prosecution Agreement (NPA) with the U.S. Attorney's Office of the District of Utah (USAO). As a condition of the NPA, UTA was to hire an Independent Monitor to monitor four issues identified by the USAO.
- 6) Contractor Name Coblentz Patch Duffy & Bass
- 7) Effective Dates Beginning: 08/29/18 Ending: 08/29/21
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount: _____
- 9a) Current Contract Value: approx. \$600,000
- 9b) Amendment Amount: _____
- 9c) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? Estimate is based on number of hours for Monitoring Services. The work scope will need to be developed after Contractor is on board.
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 1500.50339.90 Capital Project Code _____
- 12) Budgeted? Yes No Budget amount: \$ 400,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Print Name</u>
Up to \$10K Manager/Program Manager	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Print Name</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Bob Biles</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

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

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

Contract #: 18-2619TB

Contract Title: Rideshare Vans

Project Manager: Ryan Taylor

Contract Administrator: Trent Blair

Impacted Areas: Rideshare

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Tony Divino Toyota

Sole-Source Reason: N/A

Total Contract Value \$ 2,546,000
Qty & Unit price 30 @ \$27,296

Contract term (Months) 36

Contract options (Months) 0

Contract start date: 8/23/2018

Contract end date: 8/31/2021

Number of responding firms: 2

Next Lowest Bidder: \$ 2,186,550

Detailed Description & Purpose:

This contract is to purchase 30 rideshare minivans that will replace 30 old vans that have a lot of miles and the maintenance costs are growing substantially each year. A "Best value" procurement was published and two bids were received. The vendor was selected by a selection committee based on a combination of technical evaluation score and pricing. The Toyota brand was selected based on its superior vehicle specifications. This contract also includes "options" to purchase up to 60 more vans at the negotiated price as funding becomes available over the 3-year contract term. Pricing and quantity by year:

2018 30 @ \$27,296 = \$818,000
2019 30 @ \$28,300 = \$849,000 (as needed)
2020 30 @ \$29,300 = \$879,000 (as needed)
\$2,546,000

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2619TB (Assigned by Purchasing) Contract Administrator: Trent Blair
Project Manager: Ryan Taylor
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Rideshare vans
- 5) Description / Purpose (of contract or project) These are 7 & 8 passenger vans to replace old ones for the Rideshare fleet over the next 3 years. We will buy 30 with the first req and have 60 other vans to buy as options with additional reqs.
- 6) Contractor Name Tony Divino Toyota
- 7) Effective Dates Beginning: 08/23/18 Ending: 08/31/21
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- 9a) Current Contract Value: 2,546,880
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) 2,546,880
- 9e) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code _____ Capital Project Code 40-6234.68912
- 12) Budgeted? Yes No Budget amount: \$ 2,546,880.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

- | | Route to? | Initials | |
|--|---|--------------------|------------------------|
| Attorney/Legal | <input checked="" type="checkbox"/> Yes | <u>BWS</u> | <u>Bart Simmons</u> |
| Accounting Reviewed | <input checked="" type="checkbox"/> Yes | <u>BWS</u> | <u>Bryan Steele</u> |
| 16) Approval Signatures | | | |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>[Signature]</u> | <u>Ryan Taylor</u> |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>Print Name</u> |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>CRB</u> | <u>Cheryl Bevandge</u> |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>Steve Meyer</u> |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>8/22/2018</u> |

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

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

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

Contract #: 17-2455JH

Contract Title: Locomotive Engine Overhaul

Project Manager: Kyle Stockley

Contract Administrator: Jolene Higgins

Impacted Areas: Commuter Rail Division

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Motive Power

Sole-Source Reason: N/A

Total Contract Value \$ 9,797,900

Contract start date: 9/1/2018

Contract end date: 9/1/2024

Number of responding firms: 4

Next Lowest Bidder: \$ 10,805,320

Detailed Description & Purpose:

UTA currently operates (18) MP36PH-3C locomotives on its FrontRunner commuter rail system. This is a contract to rebuild all (18) locomotive engines. Contractor to provide all labor and materials necessary to rebuild the Electro-Motive Diesel (EMD) model 16-645F3B prime mover engines on these locomotives and install emission kit components as required to comply with EPA Tier 1+ emissions certification. Subject to the availability of funding in future fiscal years, UTA anticipates that all 18 locomotive engines will be remanufactured under the contract. Approximately (2) locomotive engines shall be initially remanufactured as a base order quantity during the 2018 budget year. The remainder of the locomotive engines shall, at the option and election of UTA, be scheduled in increments of 2 – 4 locomotive engines per year until completed.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 17-2455JH (Assigned by Purchasing) Contract Administrator: Jolene Higgins
 Project Manager: Kyle Stockley
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Locomotive Engine Overhaul
- 5) Description / Purpose (of contract or project) Rebuild 18 locomotive Engines
- 6) Contractor Name MotivePower
- 7) Effective Dates Beginning: 09/01/18 Ending: 09/01/24
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$9,797,900
- 9a) Current Contract Value: \$9,797,900
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? _____

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-7353.68912 Capital Project Code SGR35318
- 12) Budgeted? Yes No Budget amount: \$10,000,000
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bryan Steele</u>

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Kyle Stockley</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Paul Edwards</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Print Name</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

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

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

Contract #: S-R399(269)

Contract Title: UVU Pedestrian Bridge

Project Manager: Grey Turner

Contract Administrator: UDOT

Impacted Areas: Orem Intermodal Center

Included in budget? Yes

Procurement method: Request for Qualifications (RFQU)

Contractor: Kraemer

Sole-Source Reason: N/A

Total Contract Value \$4,000,000 (UTA)
Qty & Unit price

Contract term (Months) 14

Contract options (Months) 0

Contract start date: 7/1/2018

Contract end date: 9/1/2019

Number of responding firms:

Next Lowest Bidder:

Detailed Description & Purpose:

The UVU Pedestrian Bridge will provide a necessary connection between the UTA Orem Intermodal Center and Utah Valley University. The amount of student housing and student ridership on Frontrunner has increased significantly over the past several years. This project is being led by UDOT with UTA & UVU participation. UDOT performed a competitive procurement bid as per State procurement requirements and is the contract owner for this project. As part of the Depot District funding from the Utah State Legislature, UTA was named as a financial partner for the UVU Pedestrian Bridge in the amount of \$4 million dollars. This agreement is a Coop Agreement between UTA and UDOT for the billing of the project. The agreement states that UDOT will invoice UTA in 2019 for the amount of \$4,000,000.

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

Attachments: Contract routing sheet attached? No

Other attachments? (list)

UDOT Agreement



**State of Utah
Department of Transportation**

Cooperative Agreement UDOT Performing Work for Local Agency	Project Description: UVU Ped. Crossing Over I-15 Local Agency: Utah Transit Authority	Lump Sum value of scope of work \$ 4,000,000.00
PIN: 15138 CID: 72718 Job/Project: S-R399(269)		Date Executed

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and [Utah Transit Authority], a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

Local Agency has requested that the Work be included in **UDOT's** Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

This project will construct a structure spanning from UTA to UVU campus. The structure will be partially enclosed and have an internal width of 15 feet.

Lump Sum Payment

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY LOCAL AGENCY (Fill in only if actual cost approach is not used.)	\$4,000,000.00
---	----------------

Project Completion Date: August 2019

The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT's** Comptroller's Office located at **UDOT/COMPTROLLER**, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is [\$4,000,000.00]

Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be

construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being

modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

If the Local Agency's project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to

carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 11, 2015.

[Utah Transit Authority]				Utah Department of Transportation			
By		Date		By		Date	
				UDOT Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

Action Requested: Motion to approve the contract and forward to Board for consent agenda

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

Contract #: 18-2741TP

Contract Title: Depot District
Technology Center

Project Manager: Greg Thorpe

Contract Administrator: Teresa Pickett

Impacted Areas: Operations

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Big-D Construction

Sole-Source Reason: N/A

Total Contract Value \$ 4,200,000

Contract start date: 9/25/2018

Contract end date: 9/25/2021

Number of responding firms: 2

Next Lowest Bidder: \$ 5,016,483

Detailed Description & Purpose:

The Project includes the phased construction of buildings and facilities designed for implementation of a new bus technology, maintenance and operation facility for alternative energy fueled vehicles including diesel, natural gas, electric and other alternative fuels.

The Project will include the phased construction of the currently designed facility for the stabilization, demolition, renovation and repurposing of an old railroad locomotive building for a new maintenance and operations shop, demolition of exiting site structures to make way for the new facilities, construction of a new administration building, construction of a bus wash building, parking area expansion and improvements, and addition of diesel fueling tanks and facilities to the existing bus fueling building.

The Project will also include the construction of bus canopies with solar panels, required utilities, generators, and site work. The solarization of the site will also include the evaluation of installing a microgrid energy system to support the daily load and power needs.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2741TP (Assigned by Purchasing) Contract Administrator: Teresa Pickett
Project Manager: Greg Thorpe
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Depot District Technology Center Remodel
- 5) Description / Purpose (of contract or project) CM/GC procurement for the phased construction of the new Bus Technology, Maintenance and Operations Facility.
- 6) Contractor Name Big-D Construction
- 7) Effective Dates Approx. Beginning: 09/25/18 Ending: 09/25/21
- 8) Option to renew? Yes No Renewal terms N/A

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ 4,200,000.00
- 9a) Current Contract Value: \$ 198,500.00 Phase 1 Total
- 9b) Amendment Amount: _____
- 9c) New Contract Value (including all amendments) _____
- 9d) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9e) If estimated, how was the estimate calculated? Depending on labor and materials.
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-3102.68912 Capital Project Code MSP10216
- 12) Budgeted? Yes No Budget amount: \$ 4,200,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>E. Gregory Thorpe</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>N/A</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Mary DeLoretto</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

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

Depot District Clean Fuels Technology Center- Implementation Plan

Updated 7/10/2018

Project Phasing Plan Budget- per 2018 FTA grant applications		(2019\$ million)	Year of Expenditure			
			2018	2019	2020	2021
Phase 1	Structure Stabilization and Pre-Construction site work	5.20	4.20	1.00		
Phase 2	Wash Building	2.00		2.00		
Phase 3	Diesel Fueling System	1.70		1.70		
Phase 4	Bus Canopies and Full site work	7.90		7.85	0.05	
Phase 5A	Maintenance Building	37.80			18.90	18.90
Phase 5B	Operations Building	10.70			5.35	5.35
Phase 6	Canopy Solarization and Micro Grid Power system	5.20				5.20
	Project Costs (2019\$)	70.50	4.20	12.55	24.30	29.45

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

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

Criteria: Change-order brings total contract value to \$1,000,000 or more

Contract #: 14-17TH **Contract Title:** Positive Train Control

Project Manager: Dan Hofer **Contract Administrator:** Pat Postell

Impacted Areas: State of Good Repair **Included in budget?** Yes

Procurement method: Best value (RFP) **Contractor:** Rocky Mountain Systems Services

Sole-Source Reason: **Total Contract Value** \$ 30,085,295

Contract start date: 10/6/2014 **Contract end date:** 9/30/2019

Number of responding firms: N/A **Next Lowest Bidder:** N/A

Detailed Description & Purpose:

This change order is for scope changes and contract time extension. The Positive Train Control System for the FrontRunner was required by law. The continuous Cab Signaling system with Automatic Train Control system currently in place provides train separation and signal speed enforcement functions, including stop signal enforcement. The system provides the foundation for safe movement of trains throughout the FrontRunner Corridor. This change order will: Implement feature additions, including some of which are FRA-mandated; replace iVPI equipment with ElectroLogIXS at Ogden to Pleasant View locations; resolve certain legacy product and design issues; adjust for limited dynamic test windows; and extend contract completion dates.

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

Attachments: Contract routing sheet attached? No

Other attachments? (list) - CCC



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 14-17TH (Assigned by Purchasing) Contract Administrator: Pat Postell
 Project Manager: Dan Hofer
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Positive Train Control - Change Order
- 5) Description / Purpose (of contract or project) This is a change order for scope changes and a contract time extension.
- 6) Contractor Name Rocky Mountain Systems Services
- 7) Effective Dates Beginning: 10/06/14 Ending: 09/30/19
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|-----------------|
| 9a) Current Contract Value: | \$26,758,524.00 |
| 9b) Amendment Amount: | \$3,326,771.00 |
| 9d) New Contract Value (including all amendments) | \$30,085,295.00 |
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? _____

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-3122.68912 Capital Project Code _____
- 12) Budgeted? Yes No Budget amount: _____
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Abe Kololli</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Dan Hofer</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Paul Edwards</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	

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

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

Action Requested: Pre-Procurement (information only)

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

Contract #: No number yet **Contract Title:** SD100/SD160 Light Rail vehicle floor replacement

Project Manager: Kyle Stockley

Contract Administrator: Jolene Higgins

Impacted Areas: Light Rail - Vehicle overhaul

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: TBD

Sole-Source Reason: N/A

Total Contract Value \$ 1,500,000
Qty & Unit price 40 @ \$37,500

Contract term (Months) 43344

Contract options (Months)

Contract start date: 9/1/2018

Contract end date: 8/31/2025

Number of responding firms: TBD

Next Lowest Bidder: TBD

Detailed Description & Purpose:

This requisition is to go out for bid to install and replace the flooring on (40) SD100 and SD160 light rail vehicles. This is part of the ongoing Light Rail overhaul capital program. Currently the floors are worn and separating, and in order to enable the SD100 and SD160 fleet to reach their end of life replacing the floors is necessary.

There are two methods being considered; spray-in flooring (used in Calgary) and one-piece modular flooring (used in Denver). Both methods will be considered to conduct a cost-benefit analysis. This will be a "Best value" procurement and is estimated to cost \$1,500,000. This project is approved in the 2018 capital budget and there will be no additional recurring costs associated with the SD floor replacement.

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

Attachments: Contract routing sheet attached? N/A (Pre-Procurement)

Other attachments? (list)

REQUISITION FOR PURCHASE-RSS

Requisition Number 5541 OU Department 3700 ASSET MANAGEMENT- SGR

Requested By Request Date

2668 Stockley, Kyle

Date 7/16/201

Title SD100/160 Floor Replacement

Justification

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subldger-Type	Percent
1.000	Flooring replacement	40	EA	37,500.0000	1,500,000.00	Approved	40-7040.68912	SGR04018 C	100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
5293	Order Level	1317232 Edwards, Michael Paul	Approved	7/19/2018 18:538
5293	Order Level	4835 Meyer, William Steven	Approved	7/23/2018 13:406

Property Acquisition, Encumbrance or Disposal

F&AC 8/22/18

Item	Landowner	Detailed description & purpose	Source of Funds	UTA Appraisal Amount	Landowner Appraisal (if any)	Administrative Settlement	Final Purchase Price	FTA Concurrence required?	FTA Concurrence received?	Within Budgeted amount for Project ROW?
A1	Family Center Orem Shopping Center, LLC	S-0265(23)3 - Provo/Orem Transportation Improvement Project - Right of Way/TCE for expanded roadway to accommodate BRT lanes	Project	\$ 296,400	\$ 390,000	\$ 50,000	\$ 346,400	No	N/A	Yes
A2	Sun Development, LP	S-0265(23)3 - Provo/Orem Transportation Improvement Project - Right of Way/TCE for expanded roadway to accommodate BRT lanes	Project	\$ 205,000	\$ 301,000	\$ 27,861	\$ 328,861	Yes	Yes	Yes



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 141:A, 141:E, 141:EC

Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 57:012:0005, 57:014:0001

Property Address: 130 E University Parkway OREM UT, 84058

Owner's Address: 5670 Wilshire Boulevard, Suite 1250, Los Angeles, CA, 90036

Primary Phone: 323-605-6238 Owner's Home Phone: Owner's Work Phone: (323)605-6238

Owner / Grantor (s): Family Center Orem Shopping Center, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

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 Warranty Deed, Temporary Easement, Temporary Easement, attached as Exhibit A, parcel of land known as parcel numbers 141:A, 141:E, 141:EC 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. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all 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. Grantor agrees to maintain the property until UTA takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. 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. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
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.
9. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

1. Grantor was paid for the following improvements: 5144 sf of Lawn = \$6430.00, 5144 sf of sprinkling lines = \$4630.00, 1760 sf of Asphalt Paving = \$5940.00, 16 lf of concrete curb (no gutter) at = \$171.00, 60 sf of Concrete paving = \$297.00, 6 Large trees = \$6420.00. These items are included in the Total Selling Price.
2. UTA's contractor will replace lawn, sprinkling lines, concrete paving/curbing/edging, shrubs/plants, and asphalt paving within the temporary construction easement areas, if impacted, as a part of the project.
3. Grantor was paid for the following cost to cure items, which are the responsibility of the Grantor to address: Reset/Relocate Chili's sign = \$13,500.00, Relocate Family Center sign = \$3,000.00, Relocate Parking Lamp Post = \$2500.00. These items are included in the Total Selling Price.
4. UTA will indemnify, defend and hold the Grantor harmless from any and all third-party claims, lawsuits, or causes of action arising out of harm or damage to such third parties occurring in connection with the use of the property identified in Exhibit A by UTA or its employees, agents, contractors or invitees pursuant to UTA's rights under this Agreement.



Utah Transit Authority Right of Way Contract *Fee Simple Acquisition - Strip*

Project No: S-0265(23)3 Parcel No.(s): 141:A, 141:E, 141:EC
 Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project
 County of Property: UTAH Tax ID / Sidwell No: 57:012:0005, 57:014:0001
 Property Address: 130 E University Parkway OREM UT, 84058
 Owner's Address: 5670 Wilshire Boulevard, Suite 1250, Los Angeles, CA, 90036
 Primary Phone: 323-605-6238 Owner's Home Phone: Owner's Work Phone: (323)605-6238
 Owner / Grantor (s): Family Center Orem Shopping Center, LLC, a Delaware limited liability company
 Grantee: Utah Transit Authority (UTA)

This paragraph shall not be deemed to (i) constitute a waiver by UTA in favor of any third party of any limits or damage caps described and set forth in, the Governmental Immunity Act of Utah, Utah Code § 64G-7-1 et seq. (provided, however, that if such limits or damage caps do not inure to the benefit of Grantor, then this sentence shall not limit UTA's indemnification, defense and hold harmless obligations in favor of Grantor under this paragraph); or (ii) require UTA to indemnify, defend, or hold Grantor harmless for claims, lawsuits, or causes of action arising out of Grantor's negligence, or the negligence of Grantor's employees, agents, contractors or invitees acting in such capacities.

- 6. An Administrative Settlement in the amount of \$50,000 is included in the Total Selling Price.
- 7. Upon execution by all required parties, this Contract shall represent the entire agreement between the parties and supersedes all previous negotiations and agreements, including that certain Right of Entry and Occupancy Agreement, between the parties in full. The Deposit made pursuant to that certain Right of Entry and Occupancy Agreement shall be credited toward and be included in (and not in addition to) the Total Selling Price.
- 8. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of Utah Transit Authority to Transit District of Utah, but provides that Utah Transit Authority shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the Parties acknowledge that any such name change, or lack thereof, will only pertain to Utah Transit Authority's name, and will not affect the duties and obligations of the Parties set forth in this Contract.

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 \$346,400.00

*[Remainder of Page Intentionally Left Blank.
Signature Page Follows]*



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 141:A, 141:E, 141:EC

Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 57:012:0005, 57:014:0001

Property Address: 130 E University Parkway OREM UT, 84058

Owner's Address: 5670 Wilshire Boulevard, Suite 1250, Los Angeles, CA, 90036

Primary Phone: 323-605-6238 Owner's Home Phone: Owner's Work Phone: (323)605-6238

Owner / Grantor (s): Family Center Orem Shopping Center, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

Grantor's Initials

Grantor understands this agreement is an option until approved by the Senior Manager of Real Estate and Transit Oriented Development. 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% _____
 Family Center Orem Shopping Center, LLC

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

_____ Executive Director



EXHIBIT A

(Deed, Easements)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 57:012:0005
57:014:0001
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:A

Family Center Orem Shopping Center, LLC, a Delaware limited liability company,
Grantor, CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF
TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114,
for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the
following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 5, Plat "A",
University Square Subdivision, according to the official plat thereof on file and recorded
April 30, 1991 as Entry No. 15740 as Map No. 4167-52 and situate in Lot 1 Plat "C",
University Square Subdivision, according to the official plat thereof on file and recorded
December 10, 1991 as Entry No. 48721 as Map No. 4355-55, situate in the
NW1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of
improvements incident to the Provo-Orem Transportation Improvement Project, known
as project number S-0265(23)3.

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:A

Beginning at the northwest corner of said Lot 5, which point is on the southerly right of way and limited access line of State Route 265 (University Parkway) in Orem, Utah, which point is also 1,956.41 feet N. $00^{\circ}44'08''$ W. along the section line and 57.74 feet East and 660.71 feet S. $89^{\circ}14'59''$ E. (*S. $89^{\circ}10'57''$ E. measured*) from the West Quarter Corner of said Section 26; thence along the northerly boundary line of said Lot 5 and said Lot 1 and said southerly right of way and limited access line S. $89^{\circ}06'37''$ E. 259.50 feet (*S. $89^{\circ}13'23''$ E. 259.49 feet measured*) to the northeast corner of said Lot 1, thence along the easterly boundary line of said Lot 1 S. $00^{\circ}43'48''$ W. 27.50 feet to a point which is 92.50 feet perpendicularly distant southerly from the control line of said project, opposite approximate Engineer Station 151+06.41; thence N. $88^{\circ}21'17''$ W. 66.00 feet to a point which is 91.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 150+40.42; thence N. $89^{\circ}13'23''$ W. 181.49 feet to a point which is 91.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 148+58.93; thence S. $53^{\circ}55'03''$ W. 15.00 feet, more or less, to the westerly boundary line of said Lot 5, which point is also 100.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 148+46.92; thence along said boundary line N. $00^{\circ}44'17''$ E. 35.50 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 6,964 square feet or 0.160 acre in area, more or less.

(Note: Rotate above bearings counterclockwise $00^{\circ}14'37''$ to equal project bearings.)

To enable the Utah Department of Transportation to construct and maintain a limited access public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights

WHEN RECORDED, MAIL TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Easement
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 57:012:0005
57:014:0001
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:E

Family Center Orem Shopping Center, LLC, a Delaware limited liability company, Grantor, hereby GRANTS AND CONVEYS to the UTAH TRANSIT AUTHORITY, at 669 West 200 South, Salt Lake City, Utah 84101, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 5, Plat "A", University Square Subdivision, according to the official plat thereof on file and recorded April 30, 1991 as Entry No. 15740 as Map No. 4167-52 and situate in Lot 1 Plat "C", University Square Subdivision, according to the official plat thereof on file and recorded December 10, 1991 as Entry No. 48721 as Map No. 4355-55, situate in the NW1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:E

Beginning at a point on the westerly boundary line of said Lot 5, which point is on the southerly project right of way and limited access line of State Route 265 (University Parkway) in Orem, Utah, which point is also 1,956.41 feet N. 00°44'08" W. along the section line and 57.74 feet East and 661.72 feet S. 86°06'27" E. from the West Quarter Corner of said Section 26, which point is also 100.50 feet perpendicularly distant southerly from the control line of said project, opposite approximate Engineer Station 148+46.92; thence along said project right of way and limited access line the following three (3) courses: (1) N. 53°55'03" E. 15.00 feet; (2) S. 89°13'23" E. 181.49 feet; (3) S. 88°21'17" E. 66.00 feet, more or less, to the easterly boundary line of said Lot 1; thence along said boundary line S. 00°43'48" W. 9.00 feet; thence N. 89°13'23" W. 4.39 feet; thence S. 00°46'37" W. 20.50 feet; thence N. 89°13'23" W. 43.49 feet; thence N. 00°46'37" E. 22.00 feet; thence N. 89°13'23" W. 183.75 feet; thence S. 00°46'37" W. 20.50 feet; thence N. 89°13'23" W. 27.84 feet, more or less, to the westerly boundary line of said Lot 5; thence along said boundary line N. 00°44'17" E. 20.00 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 3,653 square feet or 0.084 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°14'37" to equal project bearings.)

After said improvements and appurtenant parts thereof are constructed at the expense of the Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said improvements and appurtenant parts thereof.

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:E

IN WITNESS WHEREOF, said Family Center Orem Shopping Center, LLC, a Delaware limited liability company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

STATE OF _____) Family Center Orem Shopping Center, LLC
) a Delaware limited liability company
) ss.
COUNTY OF _____) By _____
 Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the Manager of Family Center Orem Shopping Center, LLC, a Delaware limited liability company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

WHEN RECORDED, MAIL TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Easement
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 57:014:0001
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:EC

Family Center Orem Shopping Center, LLC, a Delaware limited liability company, Grantor, hereby GRANTS AND CONVEYS to the UTAH TRANSIT AUTHORITY, at 669 West 200 South, Salt Lake City, Utah 84101, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 1 Plat "C", University Square Subdivision, according to the official plat thereof on file and recorded December 10, 1991 as Entry No. 48721 as Map No. 4355-55, situate in the NW1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Beginning at a point on a northerly boundary line of said Lot 1, which point is 1,956.41 feet N. 00°44'08" W. along the section line and 57.74 feet East and 1,116.79 feet S. 75°40'58" E. from the West Quarter Corner of said Section 26, which

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:141:EC

point is also 191.02 feet perpendicularly distant westerly from the control line of 200 East Street, opposite approximate Engineer Station 1600+57.84; thence along said boundary line S. 89°16'12" E. 71.47 feet; thence S. 00°14'37" W. 35.17 feet; thence N. 89°13'23" W. 71.47 feet; thence N. 00°14'37" E. 35.11 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 2,511 square feet or 0.058 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°14'37" to equal project bearings.)

After said improvements and appurtenant parts thereof are constructed at the expense of the Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said improvements and appurtenant parts thereof.



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 160:2E, 160:A, 160:E

Pin No: 10266 Job/Proj No: 71663 Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 19:018:0019

Property Address: 1320 S. State St. OREM UT, 84097

Owner's Address: PO Box 4456, Houston, TX, 77210

Primary Phone: 281-681-7552 Owner's Home Phone: Owner's Work Phone: (281)681-7552

Owner / Grantor (s): Sun Development L.P., a Texas limited partnership

Grantee: Utah Transit Authority (UTA)

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 Warranty Deed, Perpetual Easement, Temporary Easement a parcel(s) of land known as parcel number(s) 160:2E, 160:A, 160:E for transportation purposes. This contract is to be returned to: Todd Keizer (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 W. 200 South, Salt Lake City, UT 84101.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all 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. Grantor agrees to maintain the property until UTA takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. 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. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
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.
9. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Grantor was paid for the following improvements: 3,290 sf of landscaping = \$14,805.00, 885 sf of asphalt pavement = \$1,916.00, 1 each 16-inch tree = \$1,000.00. These items are included in the Total Selling Price.

Grantor was paid for the following Cost to Cure items: Sign relocation \$13,765.00, Vent Stack relocation \$9,628.00.

UTA's contractor will replace typical landscape items within the Perpetual Easement or the Temporary Construction Easement which are impacted by the Project construction.

An Administrative Settlement in the amount of \$123,861.30 is included in the Total Selling Price.

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.



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 160:2E, 160:A, 160:E

Pin No: 10266 Job/Proj No: 71663 Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 19:018:0019

Property Address: 1320 S. State St. OREM UT, 84097

Owner's Address: PO Box 4456, Houston, TX, 77210

Primary Phone: 281-681-7552 Owner's Home Phone: Owner's Work Phone: (281)681-7552

Owner / Grantor (s): Sun Development L.P., a Texas limited partnership

Grantee: Utah Transit Authority (UTA)

Buyer's Agent _____, represents purchaser.
 Buyer's Brokerage _____, represents purchaser.

Total Selling Price \$328,861.30

Grantor's Initials

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%	Sun Development L.P.	

Right of Way Agents

 Gale Padgett for Todd Keizer (Consultant) / Acquisition Agent

 Eric Lyon / Team Leader

 Senior Manager of Real Estate and Transit Oriented Development

 Project Manager

 Vice President of Finance

 President/CEO

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Warranty Deed
(CONTROLLED ACCESS)
(LIMITED-PARTNERSHIP)

Utah County

Tax ID No. 19:018:0019
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:A

Sun Development L.P., a Texas limited partnership, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4NE1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3.

Beginning at the northeast corner of said entire tract, which point is at the intersection of the southerly right of way line of State Route 265 (University Parkway) in Orem, Utah and the westerly right of way of US Highway 89 (State Street), which point is also 5.10 feet (*3.84 feet measured*) S. 89°33'00" E. and 732.55 feet (*732.68 feet measured*) S. 18°38'00" E. and 25.00 feet N. 89°13'00" W. (*26.06 feet N. 89°21'58" W. measured*) from the North Quarter Corner of Section 26; thence along the easterly boundary line

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:A

and westerly right of way line the following two (2) courses: (1) S. 53°51'20" E. 40.87 feet (S. 53°59'59" E. 42.57 feet measured); (2) S. 18°38'00" E. 26.70 feet to a point which is 115.72 feet radially distant from the control line of said project, opposite Engineer Station 170+44.19; thence N. 55°51'54" W. 49.30 feet to a point which is 88.00 feet radially distant southerly from the control line of said project, opposite Engineer Station 170+03.94; thence westerly 80.83 feet along the arc of a 8,088.00-foot radius curve to the right, through a central angle of 00°34'21", the chord of which bears N. 89°39'09" W. 80.83 feet to a point which is 88.00 feet radially distant southerly from the control line of said project, opposite Engineer Station 169+23.99; thence N. 89°21'58" W. 61.32 feet, more or less, to the westerly boundary line of said entire tract, which point is also 88.00 feet perpendicularly distant southerly from the control line of said project, opposite approximate Engineer Station 168+65.98; thence along said boundary line N. 33°03'40" W. 27.69 feet to the northwest corner of said entire tract and the southerly right of way line of said State Route 265 (University Parkway); thence along the northerly boundary line of said entire tract and said right of way line S. 89°13'00" E. 156.50 feet (S. 89°21'58" E. 155.09 feet measured), more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 4,175 square feet or 0.096 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°06'02" to equal project bearings.)

To enable the Utah Department of Transportation to construct and maintain a limited access public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:A

IN WITNESS WHEREOF, the hand of said Grantor has been set this _____ day of _____, A.D. 20 _____.

Signed in the presence of:

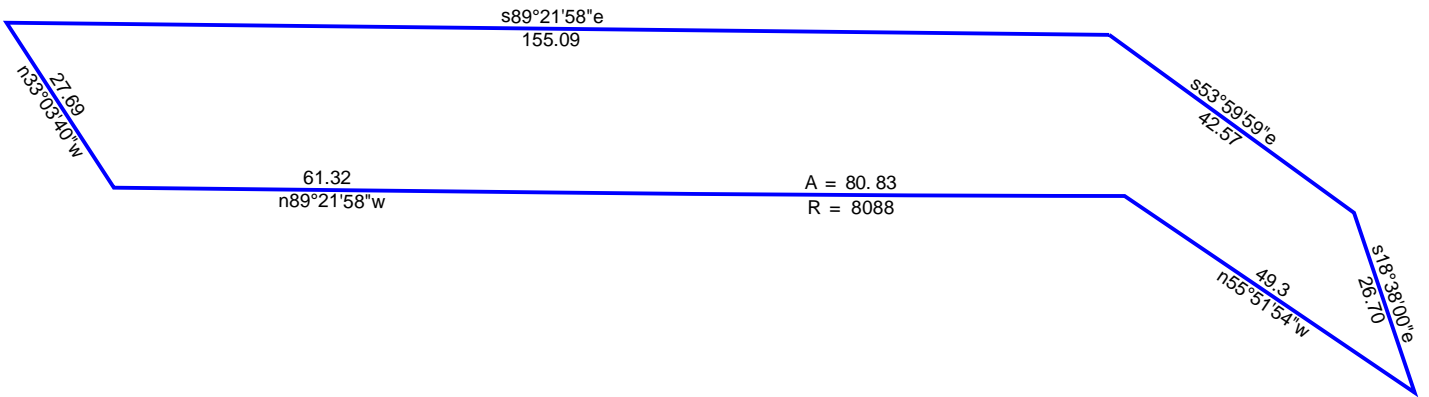
		Sun Development L.P.

		a Texas limited-partnership
STATE OF)	
) ss:	
COUNTY OF)	By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, acknowledged to me that ___he is a partner of the firm of Sun Development L.P., a Texas limited partnership, and that the within and foregoing instrument was signed in behalf of said Limited-Partnership by authority of all partners, and said Grantor acknowledged to me that said Limited-Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 160:A

5/12/2016

Scale: 1 inch= 27 feet

File: 10266_S-0265(23)3_12P_160_A_DeedPlot.ndp

Tract 1: 0.0958 Acres (4175 Sq. Feet), Closure: s82.1848w 0.01 ft. (1/48425), Perimeter=444 ft.

01 s53.5959e 42.57

07 s89.2158e 155.09

02 s18.3800e 26.70

03 n55.5154w 49.3

04 Rt, r=8088.00, delta=000.3421, arc=80.83, chord=n89.3909w 80.82

05 n89.2158w 61.32

06 n33.0340w 27.69

WHEN RECORDED, MAIL TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Easement (LIMITED-PARTNERSHIP)

Utah County

Tax ID No. 19:018:0019
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:2E

Sun Development L.P., a Texas limited partnership, Grantor, hereby GRANTS AND CONVEYS to the UTAH TRANSIT AUTHORITY, also known as the Transit District of Utah, a large public transit district organized pursuant to Utah law, at 669 West 200 South, Salt Lake City, Utah 84101, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NW1/4NE1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Beginning at the intersection of the easterly boundary line of said entire tract and the southerly project right of way and limited access line of State Route 265 (University Parkway) in Orem, Utah, which point is also on the westerly right of way line of US Highway 89 (State Street), which point is also 5.10 feet (*3.84 feet measured*)

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:2E

S. 89°33'00" E. and 732.55 feet (732.72 feet measured) S. 18°38'00" E. and 52.76 feet S. 18°38'00" E. from the North Quarter Corner of said Section 26, which point is also 115.72 feet radially distant southerly from the control line of said project, opposite Engineer Station 170+44.19; thence along said boundary and westerly right of way line S. 18°38'00" E. 41.91 feet; thence S. 71°22'00" W. 22.00 feet; thence N. 18°38'00" W. 62.07 feet; thence N. 55°19'33" W. 17.94 feet; thence N. 89°21'58" W. 99.69 feet; thence S. 00°38'02" W. 13.00 feet; thence N. 89°21'58" W. 29.24 feet, more or less, to the westerly boundary line of said entire tract; thence along said boundary line N. 33°03'40" W. 21.64 feet to the southerly project right of way and limited access line of said State Route 265 (University Parkway); thence along said project right of way and limited access line S. 89°21'58" E. 18.88 feet; thence S. 29°21'58" E. 16.85 feet; thence S. 89°21'58" E. 4.00 feet; thence N. 00°38'02" E. 14.59 feet to said project right of way and limited access line; thence along said project right of way and limited access line the following three (3) courses: (1) S. 89°21'58" E. 29.97 feet; (2) easterly 80.83 feet along the arc of a 8,088-foot radius curve to the left, though a central angle of 00°34'21", the chord of which bears S. 89°39'09" E. 80.83 feet; (3) S. 55°51'54" E. 49.30 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 2,347 square feet or 0.054 acre in area.

(Note: Rotate above bearings counterclockwise 00°06'02" to equal project bearings.)

After said improvements and appurtenant parts thereof are constructed at the expense of the and the Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said improvements and appurtenant parts thereof.

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:2E

IN WITNESS WHEREOF, the hand of said Grantor has been set this _____ day of _____, A.D. 20 _____.

Signed in the presence of:

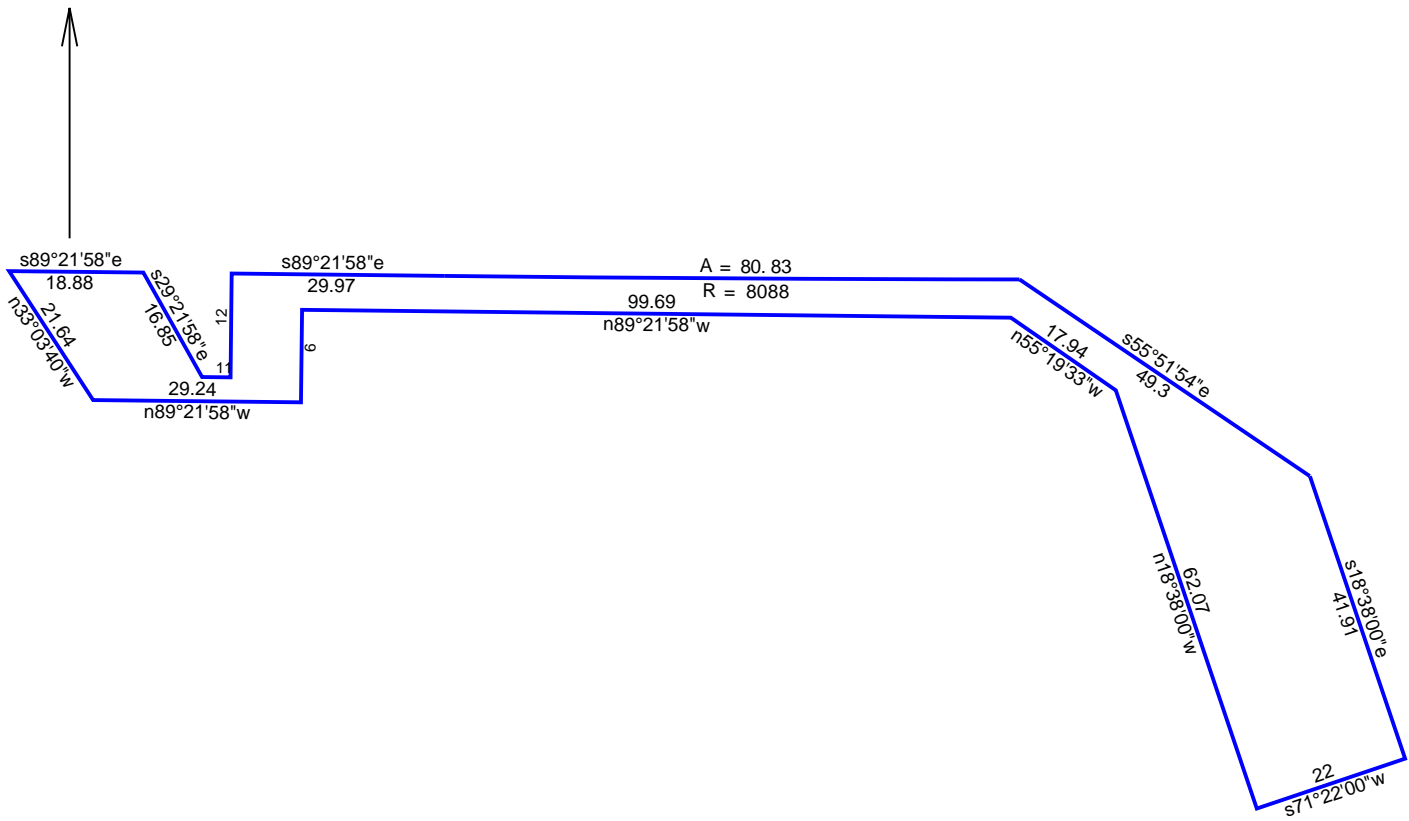
		Sun Development L.P.

STATE OF)	a Texas limited-partnership
) ss:	
COUNTY OF)	By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, acknowledged to me that ___he is a partner of the firm of Sun Development L.P., a Texas limited partnership, and that the within and foregoing instrument was signed in behalf of said Limited-Partnership by authority of all partners, and said Grantor acknowledged to me that said Limited-Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 160:2E

5/12/2016

Scale: 1 inch= 27 feet

File: 10266_S-0265(23)3_12P_160_2E_DeedPlot.ndp

Tract 1: 0.0539 Acres (2347 Sq. Feet), Closure: s68.2955e 0.02 ft. (1/22038), Perimeter=522 ft.

- 01 s18.3800e 41.91
- 02 s71.2200w 22
- 03 n18.3800w 62.07
- 04 n55.1933w 17.94
- 05 n89.2158w 99.69
- 06 s00.3802w 13
- 07 n89.2158w 29.24
- 08 n33.0340w 21.64
- 09 s89.2158e 18.88
- 10 s29.2158e 16.85

- 11 s89.2158e 4
- 12 n00.3802e 14.59
- 13 s89.2158e 29.97
- 14 Lt, r=8088.00, delta=000.3421, arc=80.83, chord=s89.3909e 80.82
- 15 s55.5154e 49.3

WHEN RECORDED, MAIL TO:
City of Orem
56 North State Street
Orem, Utah 84057

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Easement
(LIMITED-PARTNERSHIP)

Utah County

Tax ID No. 19:018:0019
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:E

Sun Development L.P., a Texas limited partnership, Grantor, hereby GRANTS AND CONVEYS to the CITY OF OREM, at 56 North State Street, Orem, Utah 84057, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, situate in the NW1/4NE1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the purpose of constructing and maintaining thereon, public utilities and appurtenant parts there, incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3. The Easement shall run with the real property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns.

Beginning at a point on the southerly project right of way and limited access line of State Route 265 (University Parkway) in Orem, Utah, which point is 5.10 feet (*3.84 feet measured*) S. 89°33'00" E. and 732.55 feet (*732.72 feet measured*) S. 18°38'00" E. and 136.45 feet S. 80°55'47" W. from the North Quarter Corner of said Section 26, which point is also 88.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 168+94.02; thence S. 00°38'02" W. 14.59 feet;

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:E

thence N. 89°21'58" W. 4.00 feet; thence N. 29°21'58" W. 16.85 feet to the southerly project right of way and limited access line of said State Route 265 (University Parkway); thence along said project right of way and limited access line S. 89°21'58" E. 12.42 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 120 square feet or 0.003 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°06'02" to equal project bearings.)

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:160:E

IN WITNESS WHEREOF, the hand of said Grantor has been set this _____ day of _____, A.D. 20 _____.

Signed in the presence of:

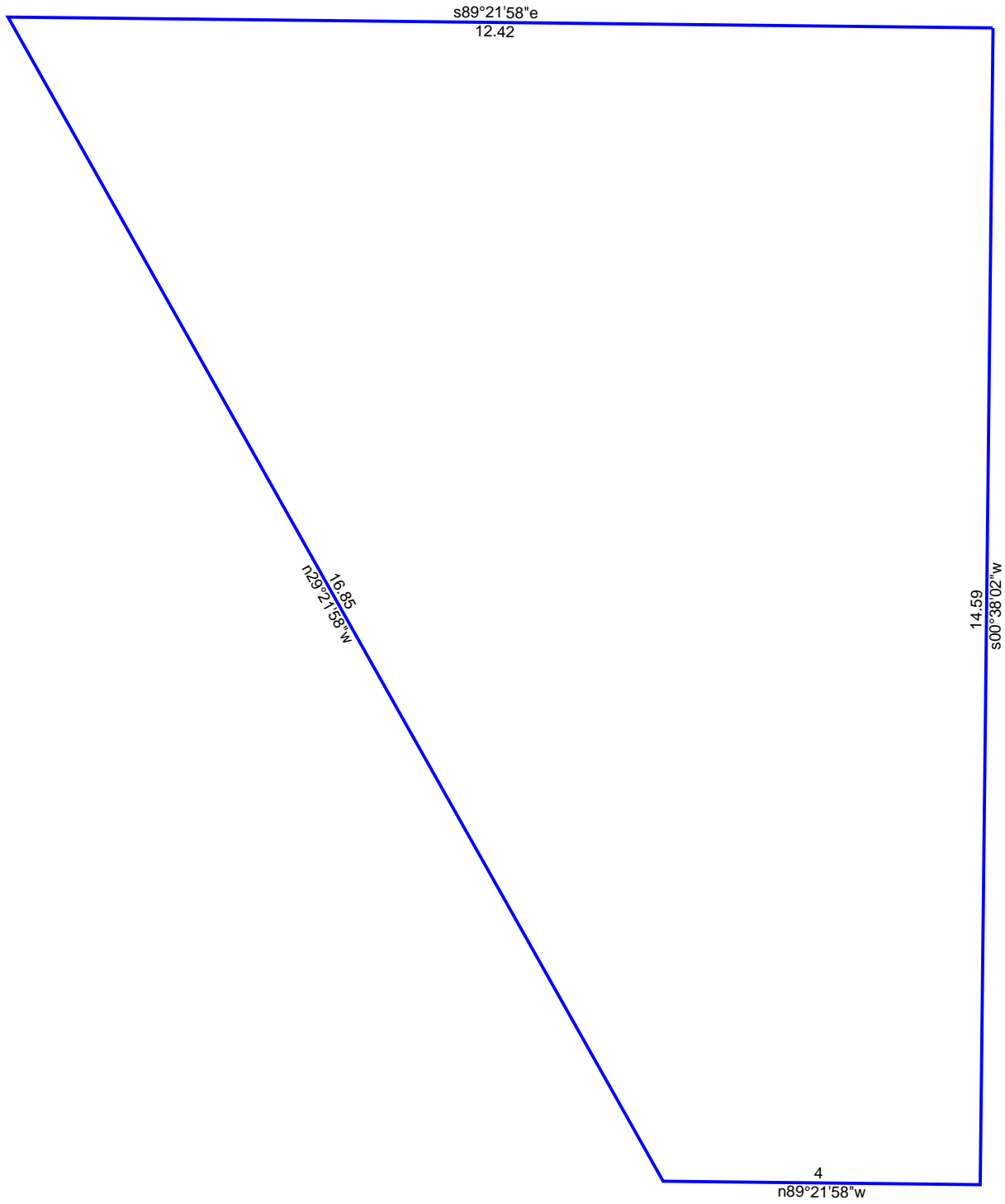
		Sun Development L.P.

		a Texas limited-partnership
STATE OF)	
) ss:	
COUNTY OF)	By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, acknowledged to me that ___he is a partner of the firm of Sun Development L.P., a Texas limited partnership, and that the within and foregoing instrument was signed in behalf of said Limited-Partnership by authority of all partners, and said Grantor acknowledged to me that said Limited-Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 160:E

5/12/2016

Scale: 1 inch= 2 feet

File: 10266_S-0265(23)3_12P_160_E_DeedPlot.ndp

Tract 1: 0.0028 Acres (120 Sq. Feet), Closure: s62.3240e 0.01 ft. (1/8541), Perimeter=48 ft.

- 01 s00.3802w 14.59
- 02 n89.2158w 4
- 03 n29.2158w 16.85
- 04 s89.2158e 12.42