



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 13, 2024

9:00 AM

FrontLines Headquarters

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** David Hancock
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of February 28, 2024 Board Meeting Minutes
 - b. Financial Report - January 2024
6. **Reports**
 - a. Executive Director Report Jay Fox
- Ad Campaign Presentation
 - b. Financial Report - Preliminary December 2023
Viola Miller
Brad Armstrong
Daniel Hofer
Gregory Andrews
7. **Resolutions**
 - a. R2024-03-01 - Resolution Adopting Revised Board Policies Annette Royle
Neiufi longi
 - b. R2024-03-02 - Resolution Approving UTA Moves
2050 - Long Range Transit Plan (LRTP) Russ Fox
Megan Waters
Alex Beim
 - c. R2024-03-03 - Resolution Designating Authorized
Users for the Authority's Utah Public Treasurers'
Investment Fund Accounts Rob Lamph

- | | | |
|----|---|--|
| d. | R2024-03-04 - Resolution Authorizing the Adoption of Certain Fees | Tim Merrill
Eric Barrett
Michael Goldman |
| e. | R2024-03-05 - Resolution Appointing Officers and Setting Compensation for District Officers and Employees | Kim Shanklin
Ann Green-Barton |
| f. | R2024-03-06 - Resolution Approving Amendment Three to the Terms and Conditions of Employment for Executive Director Jay Fox | Carlton Christensen |

8. Contracts, Disbursements and Grants

- | | | |
|----|---|--------------|
| a. | Contract: South Jordan Lake Avenue TRAX Station Phase 1 Pre-Construction Services (Paulsen Construction LLC) | David Osborn |
| b. | Change Order: Civil Contractor Services for Battery Electric Bus Charging Infrastructure Change Order #002 - Additional Chargers and Pantographs (Cache Valley Electric Company) | David Osborn |
| c. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-010 - Grade Crossing Other Track Materials Procurement (Stacy and Witbeck, Inc.) | Jacob Wouden |
| d. | Pre-Procurements
- S-Line Extension Pre-construction and Construction
- On-Call Transit Systems Professional Services, Construction, Maintenance, and Repair
- Rideshare and Vanpool Preventive Maintenance
- Facilities Remodel/Reconfiguration General Contractor | Todd Mills |

9. Other Business

Chair Carlton Christensen

- | | |
|----|--|
| a. | Next Meeting: Wednesday, March 27th, 2024 at 9:00 a.m. |
|----|--|

10. Adjourn

Chair Carlton Christensen

Meeting Information:

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

- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_EO6p8tfRSs25OfbkgVWzfQ and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, March 12th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of February 28, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the February 28, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday February 28, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/895295.html>](https://www.utah.gov/pm/sitemap/notice/895295.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2024-02-28_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 28, 2024

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Cheryl Beveridge, UTA Chief Operating Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was made.

Online Comment

No online comment was received.

5. Consent

a. Approval of February 14, 2024 Board Meeting Minutes

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

6. Reports

a. Legislative Update and Potential Action on Proposed Legislation

This agenda item was discussed out of order, as it was initially deferred to a time later in the meeting.

b. Executive Director Report

- UTA Commendation - APTA AdWheel Award
- UTA Commendation - Operator James Phillips

UTA Commendation - APTA AdWheel Award

Jay Fox, UTA Executive Director, was joined by Heather Barnum, UTA Chief Communications Officer.

Barnum reported UTA received first place at the American Public Transportation Association (APTA) AdWheel Awards for the best electronic media education initiative for its “road therapy” advertising campaign.

J. Fox committed to include video clips of the advertisements in a future report to the board.

UTA Commendation - Operator James Phillips

J. Fox was joined by Cheryl Beveridge, William “Bill” Humphreys, UTA Assistant Manager of Service Delivery, and Jason Petersen, UTA Public Safety Captain.

Humphreys recognized James Phillips, UTA Operator, for taking steps that ultimately resulted in saving a rider’s life.

c. Investment Report - Fourth Quarter 2023

Rob Lamph, UTA Assistant Treasurer, reported UTA investments in the fourth quarter of 2023 were performing at an average yield of 5.14%, which is slightly lower than the federal funds rate benchmark return rate of 5.33%.

Discussion ensued. A question on fund allocations was posed by the board and answered by Lamph.

a. Legislative Update and Potential Action on Proposed Legislation

Shule Bishop, UTA Government Relations Director, was joined by Viola Miller, UTA Chief Financial Officer. Miller joined the meeting virtually.

Bishop spoke about House Bill 488 (HB 488) Transportation Funding Modifications, sponsored by Representative Spendlove. The bill provides funding for several projects that are beneficial to transit.

Discussion ensued. Bishop opined the list of projects included in the bill will likely remain intact as the bill moves through the legislative process.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to support the bill. The motion carried by a unanimous vote.

Bishop provided an update on bills discussed in previous board meetings. Specifically:

- Senate Bill 179 (SB 179) Transportation Amendments passed the Senate and is currently on the House floor
- Senate Bill 208 Substitute 02 (SB 208 S02) Housing and Transit Reinvestment Zone Amendments passed the Senate and the House Transportation Committee and is currently on the third reading calendar
- House Bill 473 (HB 473) School Transit Amendments failed in committee
- House Concurrent Resolution 11 (HCR 11) Recognizing the Importance of Cross-issue Growth Impacts was sent back to the Senate Rules Committee

The conversation then turned to House Bill 430 Substitute 02 (HB 430 S02) Local Government Transportation Services. Bishop indicated staff has been working with the bill's sponsor on language modifications and the agency is now comfortable with the legislation. The bill passed out of committee and will be effective in July 2025. The legislation would require UTA to report on transit utilization when 2023 data is available and every two years thereafter.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to shift the board's position from opposition to support of the bill in its current form. The motion carried by a unanimous vote.

J. Fox opined on the need to look at long-term operational funding for public transportation during legislative interim due to an increase in operating costs and requests from communities for expanded service.

The board recommended enhancing efforts to educate policymakers and the public about transit funding.

Bishop concluded by mentioning bills under consideration to support sports teams and venues will also have transit implications.

d. Discretionary Grants Report

Alma Haskell, UTA Grants Development Administrator, reviewed grant applications that were submitted but not selected, applications that were submitted and are awaiting selection, and applications that were selected as of February 2024. Selected grants and appropriations include:

- Congestion Mitigation and Air Quality (CMAQ) - Ogden On-Route Charging Infrastructure: \$1.4 million
- CMAQ - Salt Lake City On-Route Charging Infrastructure: \$1.3 million
- Carbon Reduction Program (CRP) - Salt Lake City On-Route Charging Infrastructure: \$1.5 million
- CMAQ - Midvalley Connector Electric Buses: \$2 million
- Community Project Funding (CPF) - Fiscal Year 23 West Side Express Transit:

\$3.5 million

- Federal Transit Administration (FTA) Small Starts - Midvalley Connector (presidential budget recommendation): \$62.8 million
- FTA Rail Replacement Grant - 20 Light Rail Vehicles: \$60 million
- FTA Low and No Emission Vehicles - 25 compressed natural gas (CNG) buses: \$17.1 million

Discussion ensued. Questions on the Utah Department of Transportation Commission ranking process and corridor identification grant requirements were posed by the board and answered by staff.

7. Resolutions

a. **R2024-02-03 - Resolution Approving the Amended Charter for the Committee on Accessible Transportation**

Amanda Salmon, UTA Civil Rights Compliance Officer - ADA, summarized the resolution, which amends the charter for the Committee on Accessible Transportation (CAT). Proposed changes to the charter include:

- Replacing gender specific language with gender neutral language in order to increase inclusivity
- Changing how meeting times are selected to better fit community member schedules and allow for greater participation
- Clarifying documentation requirements pertaining to the CAT
- Updating the "Board of Trustees Participation" section to more accurately reflect the board's involvement with the CAT

Discussion ensued. A question on covering transportation costs for CAT participants was posed by the board and answered by Salmon.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. **Contract: Operator Relief Rooms Prefab Building Installation (Cal Wadsworth Construction Company, LLC)**

Travis Colledge, UTA Project Manager III, requested the board approve a \$2,260,181 contract with Cal Wadsworth Construction Company, LLC for the fabrication and installation of five prefabricated relief room buildings for operators to be located at Farmington, Fashion Place West, Jordan Valley, Midvale Center, and Midvale Fort Union stations.

Discussion ensued. Questions on relief room design and internal coordination on

placement were posed by the board and answered by Colledge.

Colledge agreed to provide renderings of the buildings to the board.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

b. Contract: UTA Transit Systems Consultant to Support Systems Engineering (WSP USA, Inc.)

Dean Hansen, UTA Manager - Systems Engineering, requested the board approve a contract with WSP USA, Inc. for consulting services needed to support systems engineering. The three-year base contract has a not-to-exceed contract value of \$8,569,638. The contract also includes two one-year extension options. Wouden noted staff will return to the board for approval to exercise the options.

Discussion ensued. A question on the service provider was posed by the board and answered by Hansen.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

c. Contract: Sustainability Audit Consultant (Jacobs Engineering Group, Inc)

Patti Garver, UTA Manager of Environmental Compliance & Sustainability, was joined by Sarah Ross, UTA Environmental Stewardship Sustainability Specialist II.

Ross requested the board approve a \$239,619 contract with Jacobs Engineering Group, Inc. for an assessment of UTA's total carbon footprint, water use, and waste creation and recommended improvement strategies.

Discussion ensued. Questions on UTA staff participation in the assessment and consultant scope were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

d. Contract: Compliance and Training Software Services (Skillsoft US LLC)

Kyle Brimley, UTA IT Director, was joined by Stacy Palacios, UTA Director of Workforce Technical Training.

Brimley requested the board approve and ratify a contract with Skillsoft US LLC for compliance and training software services. The contract has a three-year base term with an additional two one-year options. The total contract value, including the options, is \$563,378.46.

Discussion ensued. Questions on content production and integration with the learning management and Workday systems were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

e. Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-008 - Pre-Construction and Construction Management Fees (Stacy and Witbeck, Inc)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager. Wouden requested the board approve a \$299,780 task order to the contract with Stacy and Witbeck, Inc for construction management fees through June 2024.

Discussion ensued. Questions on the payment of previous construction management fees was posed by the board and answered by Wouden.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

f. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-125 - Sugar Interlocking Replacement (Stacy and Witbeck, Inc.)

Jared Scarbrough was joined by Jacob Wouden. Wouden requested the board approve a \$375,764 task order to the contract with Stacy and Witbeck, Inc for replacement of the Sugar Interlocking on the TRAX alignment.

The total contract value, including the two change orders discussed in this meeting, is \$35,424,797.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

9. Service and Fare Approvals

a. Service Agreement: Trolley Bus Service Agreement (Farmington City Corporation)

Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, requested the board approve and ratify a \$94,980 agreement with Farmington City Corporation for zero fare trolley service between Farmington's Station Park and Lagoon.

Discussion ensued. Questions on the need for surge service on high school Lagoon days and trolley ridership patterns were posed by the board and answered by Glenn.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this agreement be approved. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:30 a.m.

The meeting reconvened at 10:40 a.m.

10. Budget and Other Approvals**a. TBA2024-02-01 - Technical Budget Adjustment - 2023 Capital Budget Carryover**

Daniel Hofer, UTA Director of Capital Programs & Support, was joined by Gregory Andrews, UTA Senior Financial Analyst. Andrews outlined capital carryover requests, which include \$1.132 million in grant funds, \$38,000 in local partner funds, and \$12.989 million in UTA funds. The carryover funds are needed to 1) close out existing or 2) advance ongoing projects. The budget adjustment increases the overall 2024 capital budget from \$230.433 million to \$244.592 million.

Discussion ensued. Questions on the Prop 1 Davis and optical detection projects were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this technical budget adjustment be approved. The motion carried by a unanimous vote.

11. Discussion Items**a. August 2024 Change Day - Initial Discussion**

Russ Fox, UTA Director of Planning, was joined by Megan Waters, UTA Community Engagement Director, and Monica Howe, UTA Fares Director. Staff reviewed the change day process, proposed major service changes, proposed fare changes, and the public engagement plan for August 2024 change day. With respect to major service changes, routes 39, 201, and 218 will remain at their current frequency and the suspension of route 606 will be made permanent. Fare changes include elimination of the FAREPAY discount, implementation of a new fare capping program on FAREPAY (including new premium service and reduced fare rates), expansion of eligibility for the reduced fare program, and initiation of fare collection on the Utah Valley Express (UVX) Bus Rapid Transit line.

Discussion ensued. Questions on analyzing the impact of route suspensions on paratransit, Title VI process requirements, advantages to using fare capping on FAREPAY versus cash, FAREPAY discount savings versus fare capping savings for frequent riders, anticipated rider response to fare changes, options to purchase fares using the Transit app, public education efforts regarding fare options, potential to integrate fare capping in the Transit app, and public education efforts on UVX fare changes were posed by the board and answered by staff. The board recommended proactive public education on the benefits of fare capping, efforts to mitigate impacts of fare changes, and early communication on UVX fare implementation.

12. Other Business

- a. Next Meeting: Wednesday, March 13th, 2024 at 9:00 a.m.

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:19 a.m.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/895295.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/285?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director, Budget & Financial Strategy
Dan Hofer, Director, Capital Assets & Project Controls
Greg Andrews, Senior Capital Budget Analyst

TITLE:

Financial Report - January 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Written report provided for the information of the Board. Trustees may ask questions or request presentation of this report as needed.

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The January 2024 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being provided to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the January 2024 Monthly Financial Statements.

DISCUSSION:

At the March 13, 2024, the January 2024 financial report is being provided for information in the consent section of the meeting agenda. The Chief Financial Officer will be available to review, as needed, the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- January 2024 Board Dashboard
- January 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: January 31, 2023

Financial Metrics	Jan Actual	Jan Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Dec '23 mm \$)	\$ 38.1	\$ 49.0	\$ (10.92)	-22.3%	\$ 482.0	\$ 480.0	\$ 1.96	0.4%
Fare Revenue (mm)	\$ 4.3	\$ 2.9	\$ 1.43	50.0%	\$ 4.3	\$ 2.9	\$ 1.43	50.0%
Operating Exp (mm)	\$ 34.7	\$ 35.8	\$ 1.07	3.0%	\$ 34.7	\$ 35.8	\$ 1.07	3.0%
Subsidy Per Rider (SPR)	\$ 9.52	\$ 10.78	\$ 1.25	11.6%	\$ 9.52	\$ 10.78	\$ 1.25	11.6%
UTA Diesel Price (\$/gal)	\$ 2.42	\$ 4.03	\$ 1.61	40.0%	\$ 2.42	\$ 4.03	\$ 1.61	40.0%
Operating Metrics	Jan Actual	Jan-23	F/ (UF)	%	YTD Actual	YTD 2023	F/ (UF)	%
Ridership (mm)	3.20	2.70	0.5	18.5%	3.20	2.70	0.5	18.5%
Energy Cost by Type (Avg of 3 Most Recent Months)								
	Diesel Bus (Cost per Mile)				\$ 0.55			
	Diesel CR (Cost per Mile)				\$ 6.23			
	Unleaded Gas (Cost per Mile)				\$ 0.32			
	CNG (Cost per Mile)				\$ 0.41			
	Bus Propulsion Power (Cost per Mile)				\$ 0.54			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.86			

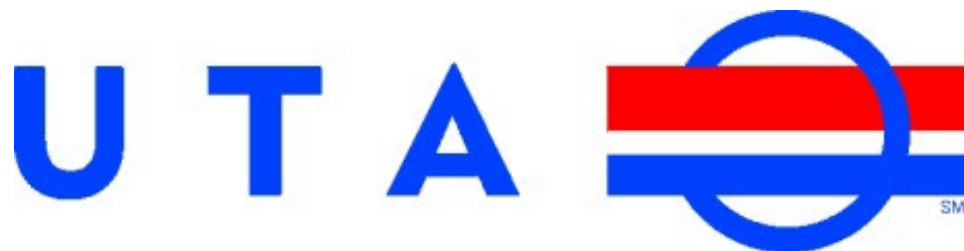
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

January 31, 2024



**KEY ITEM REPORT
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-1

	2024 YTD ACTUAL	2024 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (4,278,455)	\$ (3,051,552)	\$ 1,226,904	40%
2 Operating Expenses	34,711,992	35,157,220	445,228	1%
3 Net Operating Income (Loss)	(30,433,537)	(32,105,669)	1,672,132	5%
4 Capital Revenue	(306,899)	(9,585,333)	(9,278,435)	-97%
5 Capital Expenses	3,925,434	20,382,667	16,457,233	81%
6 Net Capital Income (Loss)	(3,618,535)	(10,797,333)	7,178,798	66%
7 Sales Tax	(34,103,840)	(35,549,955)	(1,446,115)	-4%
8 Other Revenue	(19,154,307)	(1,668,750)	17,485,557	1048%
9 Debt Service	6,396,704	7,068,412	671,707	10%
10 Sale of Assets	(16,500)	-	16,500	
11 Net Non-Operating Income (Loss)	46,877,943	30,150,293	16,727,649	55%
12 Contribution to Cash Balance	\$ 12,825,871	\$ (12,752,708)	\$ 25,578,579	-201%
13 Amortization	825,583			
14 Depreciation	12,102,717			
15 Total Non-cash Items	\$ 12,928,300			

STATISTICS

RIDERSHIP

2023 Actual	<u>January 2024</u>	<u>January 2023</u>	<u>Difference</u>	<u>2024 YTD</u>	<u>2023 YTD</u>	<u>Difference</u>
16 32,238,735	3,195,389	2,696,044	499,345	3,195,389	2,696,044	499,345

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 34,711,992
18 Less: Passenger Revenue	- (4,278,455)
19 Subtotal	30,433,537
20 Divided by: Ridership	÷ 3,195,389
21 Subsidy per Rider	<u>\$ 9.52</u>

**SUMMARY FINANCIAL DATA
(UNAUDITED)**

EXHIBIT 1-2

As of January 31, 2024

BALANCE SHEET

	1/31/2024	1/31/2023	Change January
CURRENT ASSETS			
1 Cash	\$ 18,325,225	\$ 21,427,018	-14%
2 Investments (Unrestricted)	489,660,466	510,185,697	-4%
3 Investments (Restricted)	110,325,765	131,412,582	-16%
4 Receivables	113,509,127	69,606,646	63%
5 Receivables - Federal Grants	3,872,754	3,872,751	0%
6 Inventories	44,789,002	40,667,789	10%
7 Prepaid Expenses	1,239,971	1,437,786	-14%
8 TOTAL CURRENT ASSETS	\$ 781,722,311	\$ 778,610,269	
9 Property, Plant & Equipment (Net)	2,931,957,981	2,931,800,332	0%
10 Other Assets	167,148,853	118,591,584	41%
11 TOTAL ASSETS	\$ 3,880,829,144	\$ 3,829,002,185	
12 Current Liabilities	\$ 64,646,770	\$ 40,350,523	60%
14 Net Pension Liability	166,224,640	90,642,486	83%
15 Outstanding Debt	2,267,425,468	2,386,183,368	-5%
16 Net Investment in Capital Assets	799,380,866	765,217,309	4%
17 Restricted Net Position	89,246,180	71,087,004	26%
18 Unrestricted Net Position	493,905,220	475,521,495	4%
19 TOTAL LIABILITIES & EQUITY	\$ 3,880,829,144	\$ 3,829,002,185	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	63	\$ 4,050,298	-100%
21 2019 Bond Proceeds	692,157	22,893,772	-97%
22 Debt Service Interest Payable	44,644,372	42,351,538	5%
23 Risk Contingency Fund	8,130,674	8,051,083	1%
24 Catastrophic Risk Reserve Fund	1,132,663	1,108,063	2%
25 Box Elder County ROW (sales tax)	3,278,330	2,807,278	17%
26 Utah County 4th Qtr (sales tax)	16,218,159	8,192,282	
27 Amounts held in escrow	36,214,027	41,958,268	-14%
28 TOTAL RESTRICTED RESERVES	\$ 110,310,446	\$ 131,412,582	
DESIGNATED GENERAL AND CAPITAL RESERVES			
29 General Reserves	72,100,000	72,100,000	
30 Service Sustainability Reserves	12,017,000	12,017,000	
31 Capital Reserve	45,616,000	45,616,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 159,733,000	\$ 159,733,000	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 270,043,446	\$ 291,145,582	

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of January 31, 2024

REVENUE & EXPENSES

	ACTUAL Jan-24	ACTUAL Jan-23	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (4,278,455)	\$ (3,052,719)	\$ (4,278,455)	\$ (3,052,719)
2 Advertising Revenue	-	(193,500)	-	(193,500)
3 TOTAL OPERATING REVENUE	\$ (4,278,455)	\$ (3,246,219)	\$ (4,278,455)	\$ (3,246,219)
OPERATING EXPENSE				
4 Bus Service	\$ 12,330,662	\$ 9,696,344	\$ 12,330,662	\$ 9,696,344
5 Commuter Rail	2,522,013	2,292,163	2,522,013	2,292,163
6 Light Rail	4,534,713	3,323,668	4,534,713	3,323,668
7 Maintenance of Way	1,893,604	1,689,175	1,893,604	1,689,175
8 Paratransit Service	2,211,423	1,853,428	2,211,423	1,853,428
9 RideShare/Van Pool Services	251,154	160,606	251,154	160,606
10 Microtransit	453,004	131,694	453,004	131,694
11 Operations Support	5,636,876	5,030,965	5,636,876	5,030,965
12 Administration	4,878,543	3,486,912	4,878,543	3,486,912
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 34,711,992	\$ 27,664,955	\$ 34,711,992	\$ 27,664,955
15 NET OPERATING (INCOME) LOSS	\$ 30,433,537	\$ 24,418,736	\$ 30,433,537	\$ 24,418,736
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(18,476,342)	(1,656,047)	(18,476,342)	(1,656,047)
17 Sales Tax Revenue ¹	(34,103,840)	(34,103,840)	(34,103,840)	(34,103,840)
18 Other Revenue	(677,981)	(701,058)	(677,981)	(701,058)
19 Fed Operations/Preventative Maint. Revenue	16	-	16	-
20 Bond Interest	6,069,913	6,258,972	6,069,913	6,258,972
21 Bond Interest UTCT	148,357	148,357	148,357	148,357
22 Bond Cost of Issuance/Fees	43,500	-	43,500	-
23 Lease Interest	134,934	239,507	134,934	239,507
24 Sale of Assets	(16,500)	(6,800)	(16,500)	(6,800)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (46,877,943)	\$ (29,820,909)	\$ (46,877,943)	\$ (29,820,909)
26 CONTRIBUTION TO RESERVES	\$ 16,444,406	\$ 5,402,173	\$ 16,444,406	\$ 5,402,173
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(339,685)	(344,047)	(339,685)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	1,102,053	1,242,598
29 Future Revenue Cost Amortization	67,576	67,576	67,576	67,576
30 Depreciation	12,102,717	11,774,255	12,102,717	11,774,255
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,928,300	\$ 12,744,744	\$ 12,928,300	\$ 12,744,744

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jan-24	Jan-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (4,278,455)	\$ (2,851,552)	\$ 1,426,904	50%
2 Advertising Revenue	-	(200,000)	(200,000)	-100%
3 TOTAL OPERATING REVENUE	\$ (4,278,455)	\$ (3,051,552)	\$ 1,226,904	40%
OPERATING EXPENSE				
4 Bus Service	\$ 12,330,662	12,057,737	\$ (272,925)	-2%
5 Commuter Rail	2,522,013	2,720,312	198,299	7%
6 Light Rail	4,534,713	3,995,023	(539,689)	-14%
7 Maintenance of Way	1,893,604	1,845,942	(47,662)	-3%
8 Paratransit Service	2,211,423	2,391,420	179,997	8%
9 RideShare/Van Pool Services	251,154	334,294	83,140	25%
10 Microtransit	453,004	1,079,048	626,044	58%
11 Operations Support	5,636,876	5,452,696	(184,180)	-3%
12 Administration	4,878,543	5,908,081	# 1,029,538	17%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 34,711,992	\$ 35,784,553	\$ 1,072,561	3%
15 NET OPERATING (INCOME) LOSS	\$ 30,433,537	\$ 32,733,002	\$ 2,299,465	7%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (18,476,342)	\$ (468,750)	\$ 18,007,592	3842%
17 Sales Tax Revenue	(34,103,840)	(35,549,955)	(1,446,115)	-4%
18 Other Revenue	(677,981)	(1,200,000)	(522,019)	-44%
19 Fed Operations/Preventative Maint. Revenue	16		(16)	0%
20 Bond Interest	6,069,913	6,686,678	616,765	9%
21 Bond Interest UTCT	148,357	144,141	(4,216)	-3%
22 Bond Cost of Issuance/Fees	43,500	-	(43,500)	
23 Lease Interest	134,934	237,592	102,658	43%
24 Sale of Assets	(16,500)	-	16,500	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (46,877,943)	\$ (30,150,293)	\$ 16,727,649	55%
26 CONTRIBUTION TO RESERVES	\$ 16,444,406	\$ (2,582,708)		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jan-24	Jan-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 264,334	\$ 280,866	\$ 16,532	6%
2 Executive Director	296,299	534,213	237,914	45%
3 Chief Communication Officer	371,603	330,058	(41,545)	-13%
4 Chief Planning and Engagement Officer	1,110,223	1,909,215	798,992	42%
5 Chief Finance Officer	1,350,851	1,652,936	302,085	18%
6 Chief Operating Officer	27,246,638	26,685,037	(561,601)	-2%
7 Chief People Officer	953,380	1,001,182	47,802	5%
8 Chief Development Officer	648,430	627,333	(21,097)	-3%
9 Chief Enterprise Strategy Officer	2,440,233	2,763,713	323,480	12%
10 Non-Departmental	-	-	-	
11 TOTAL OPERATING EXPENSE	\$ 34,681,991	\$ 35,784,553	\$ 1,102,562	3%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jan-24	Jan-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 264,334	\$ 280,866	\$ 16,532	6%
13 Executive Director	296,299	534,213	237,914	45%
14 Chief Communication Officer	371,603	330,058	(41,545)	-13%
15 Chief Planning and Engagement Officer	1,110,223	1,909,215	798,992	42%
16 Chief Finance Officer	1,350,851	1,652,936	302,085	18%
17 Chief Operating Officer	27,246,638	26,685,037	(561,601)	-2%
18 Chief People Officer	953,380	1,001,182	47,802	5%
19 Chief Development Officer	648,430	627,333	(21,097)	-3%
20 Chief Enterprise Strategy Officer	2,440,233	2,763,713	323,480	12%
21 Non-Departmental	-	-	-	
22 TOTAL OPERATING EXPENSE	\$ 34,681,991	\$ 35,784,553	\$ 1,102,562	3%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jan-24	Jan-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (4,278,455)	\$ (2,851,552)	\$ 1,426,904	50%
2 Advertising Revenue	-	(200,000)	(200,000)	-100%
3 TOTAL OPERATING REVENUE	\$ (4,278,455)	\$ (3,051,552)	\$ 1,226,904	40%
OPERATING EXPENSE				
4 Bus Service	\$ 12,330,662	\$ 12,057,737	\$ (272,925)	-2%
5 Commuter Rail	2,522,013	2,720,312	198,299	7%
6 Light Rail	4,534,713	3,995,023	(539,689)	-14%
7 Maintenance of Way	1,893,604	1,845,942	(47,662)	-3%
8 Paratransit Service	2,211,423	2,391,420	179,997	8%
9 RideShare/Van Pool Services	251,154	334,294	83,140	25%
10 Microtransit	453,004	1,079,048	626,044	58%
11 Operations Support	5,636,876	5,452,696	(184,180)	-3%
12 Administration	4,878,543	5,280,748	402,205	8%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 34,711,992	\$ 35,157,220	\$ 445,228	1%
15 NET OPERATING (INCOME) LOSS	\$ 30,433,537	\$ 32,105,669	\$ 1,672,132	5%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (18,476,342)	\$ (468,750)	\$ 18,007,592	3842%
17 Sales Tax Revenue	(34,103,840)	(35,549,955)	(1,446,115)	-4%
18 Other Revenue	(677,981)	(1,200,000)	(522,019)	-44%
19 Fed Operations/Preventative Maint. Revenue	16	-	(16)	
20 Bond Interest	6,069,913	6,686,678	616,765	9%
21 Bond Interest UTCT	148,357	144,141	(4,216)	-3%
22 Bond Cost of Issuance/Fees	43,500	-	(43,500)	
23 Lease Interest	134,934	237,592	102,658	43%
24 Sale of Assets	(16,500)	-	16,500	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (46,877,943)	\$ (30,150,293)	\$ 16,727,649	55%
26 CONTRIBUTION TO RESERVES	\$ 16,444,406	\$ (1,955,375)		

**CAPITAL PROJECTS
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-6

	2024 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,455,699	\$ 56,950,000	4.3%
2 INFORMATION TECHNOLOGY	277,906	21,515,000	1.3%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	279,865	15,768,000	1.8%
4 CAPITAL PROJECTS	663,781	88,148,000	0.8%
5 STATE OF GOOD REPAIR	141,815	55,611,000	0.3%
6 DEPOT DISTRICT	0	1,000,000	0.0%
7 OGDEN/WEBER STATE BRT	106,368	5,600,000	1.9%
9 TOTAL	<u>\$ 3,925,434</u>	<u>\$ 244,592,000</u>	1.6%
REVENUES			
10 GRANT	\$ 306,899	\$ 59,152,000	0.5%
11 STATE CONTRIBUTION		13,447,000	0.0%
12 LEASES (PAID TO DATE)		27,234,000	0.0%
13 BONDS		6,330,000	0.0%
14 LOCAL PARTNERS		8,861,000	0.0%
15 UTA FUNDING	3,618,535	129,568,000	2.8%
16 TOTAL	<u>\$ 3,925,434</u>	<u>\$ 244,592,000</u>	1.6%

**FAREBOX RECOVERY & SPR
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jan-24	Jan-23	2024	2023
UTA				
Fully Allocated Costs	34,711,992	27,664,955	34,711,992	27,664,955
Passenger Farebox Revenue	4,278,455	3,052,719	4,278,455	3,052,719
Passengers	3,195,389	2,696,044	3,195,389	2,696,044
Farebox Recovery Ratio	12.3%	11.0%	12.3%	11.0%
Actual Subsidy per Rider	\$9.52	\$9.13	\$9.52	\$9.13
BUS SERVICE				
Fully Allocated Costs	17,488,754	14,017,557	17,488,754	14,017,557
Passenger Farebox Revenue	1,305,076	1,432,363	1,305,076	1,432,363
Passengers	1,646,859	1,454,197	1,646,859	1,454,197
Farebox Recovery Ratio	9.3%	16.8%	9.3%	16.8%
Actual Subsidy per Rider	\$7.72	\$4.87	\$7.72	\$4.87
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,641,007	6,636,407	8,641,007	6,636,407
Passenger Farebox Revenue	645,997	572,665	645,997	572,665
Passengers	1,012,268	793,720	1,012,268	793,720
Farebox Recovery Ratio	7.5%	8.6%	7.5%	8.6%
Actual Subsidy per Rider	\$7.90	\$7.64	\$7.90	\$7.64
COMMUTER RAIL SERVICE				
Fully Allocated Costs	5,069,615	4,326,911	5,069,615	4,326,911
Passenger Farebox Revenue	436,794	387,235	436,794	387,235
Passengers	328,795	273,885	328,795	273,885
Farebox Recovery Ratio	8.6%	8.9%	8.6%	8.9%
Actual Subsidy per Rider	\$14.09	\$14.38	\$14.09	\$14.38
MICROTRANSIT				
Fully Allocated Costs	537,124	190,137	537,124	190,137
Passenger Farebox Revenue	43,168	33,989	43,168	33,989
Passengers	42,086	28,646	42,086	28,646
Farebox Recovery Ratio	8.0%	17.9%	8.0%	17.9%
Actual Subsidy per Rider	\$11.74	\$5.45	\$11.74	\$5.45
PARATRANSIT				
Fully Allocated Costs	2,394,739	2,087,163	2,394,739	2,087,163
Passenger Farebox Revenue	1,506,383	291,635	1,506,383	291,635
Passengers	77,577	67,386	77,577	67,386
Farebox Recovery Ratio	62.9%	14.0%	62.9%	14.0%
Actual Subsidy per Rider	\$11.45	\$26.65	\$11.45	\$26.65
RIDESHARE				
Fully Allocated Costs	580,752	406,780	580,752	406,780
Passenger Farebox Revenue	341,037	334,832	341,037	334,832
Passengers	87,804	78,210	87,804	78,210
Farebox Recovery Ratio	58.7%	82.3%	58.7%	82.3%
Actual Subsidy per Rider	\$2.73	\$0.92	\$2.73	\$0.92

**FAREBOX RECOVERY & SPR
(UNAUDITED)
As of January 31, 2024**

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jan-24	Jan-23	2024	2023
FULLY ALLOCATED COSTS				
Bus Service	\$17,488,754	\$14,017,557	\$17,488,754	\$14,017,557
Light Rail Service	\$8,641,007	\$6,636,407	\$8,641,007	\$6,636,407
Commuter Rail Service	\$5,069,615	\$4,326,911	\$5,069,615	\$4,326,911
Microtransit	\$537,124	\$190,137	\$537,124	\$190,137
Paratransit	\$2,394,739	\$2,087,163	\$2,394,739	\$2,087,163
Rideshare	\$580,752	\$406,780	\$580,752	\$406,780
UTA	\$34,711,991	\$27,664,955	\$34,711,991	\$27,664,955
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,305,076	\$1,432,363	\$1,305,076	\$1,432,363
Light Rail Service	\$645,997	\$572,665	\$645,997	\$572,665
Commuter Rail Service	\$436,794	\$387,235	\$436,794	\$387,235
Microtransit	\$43,168	\$33,989	\$43,168	\$33,989
Paratransit	\$1,506,383	\$291,635	\$1,506,383	\$291,635
Rideshare	\$341,037	\$334,832	\$341,037	\$334,832
UTA	\$4,278,455	\$3,052,719	\$4,278,455	\$3,052,719
PASSENGERS				
Bus Service	1,646,859	1,454,197	1,646,859	1,454,197
Light Rail Service	1,012,268	793,720	1,012,268	793,720
Commuter Rail Service	328,795	273,885	328,795	273,885
Microtransit	42,086	28,646	42,086	28,646
Paratransit	77,577	67,386	77,577	67,386
Rideshare	87,804	78,210	87,804	78,210
UTA	3,195,389	2,696,044	3,195,389	2,696,044
FAREBOX RECOVERY RATIO				
Bus Service	9.3%	16.8%	9.3%	16.8%
Light Rail Service	7.5%	8.6%	7.5%	8.6%
Commuter Rail Service	8.6%	8.9%	8.6%	8.9%
Microtransit	8.0%	17.9%	8.0%	17.9%
Paratransit	62.9%	14.0%	62.9%	14.0%
Rideshare	58.7%	82.3%	58.7%	82.3%
UTA	12.3%	11.0%	12.3%	11.0%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$7.72	\$4.87	\$7.72	\$4.87
Light Rail Service	\$7.90	\$7.64	\$7.90	\$7.64
Commuter Rail Service	\$14.09	\$14.38	\$14.09	\$14.38
Microtransit	\$11.74	\$5.45	\$11.74	\$5.45
Paratransit	\$11.45	\$26.65	\$11.45	\$26.65
Rideshare	\$2.73	\$0.92	\$2.73	\$0.92
UTA	\$9.52	\$9.13	\$9.52	\$9.13

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of January 31, 2024

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	77,810,724	34,103,840	\$ 43,706,884	-	-	-
3 Warranty Recovery	1,134,959	1,134,959	-	-	-	-
4 Build America Bond Subsidies	3,775,126	785,525	785,525	\$ 785,525	\$ 785,525	\$ 633,026
5 Product Sales and Development	3,034,263	1,272,415	18,609	88,800	22,224	1,632,215
6 Pass Sales	(48,400)	149,932	(17,820)	(2,718)	-	(177,795)
7 Property Management	36,411	26,698	5,234	-	-	4,479
8 Vanpool/Rideshare	157,962	94,731	26,805	28,129	3,928	4,369
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	17,120,457	3,043,682	205,106	-	12,257,955	1,613,714
12 Other	9,963,707	9,600,874	12,928	90	56,934	292,881
13 Total	\$ 117,381,881	\$ 54,609,330	\$ 44,743,270	\$ 899,827	\$ 13,126,566	\$ 4,002,888

Percentage Due by Aging

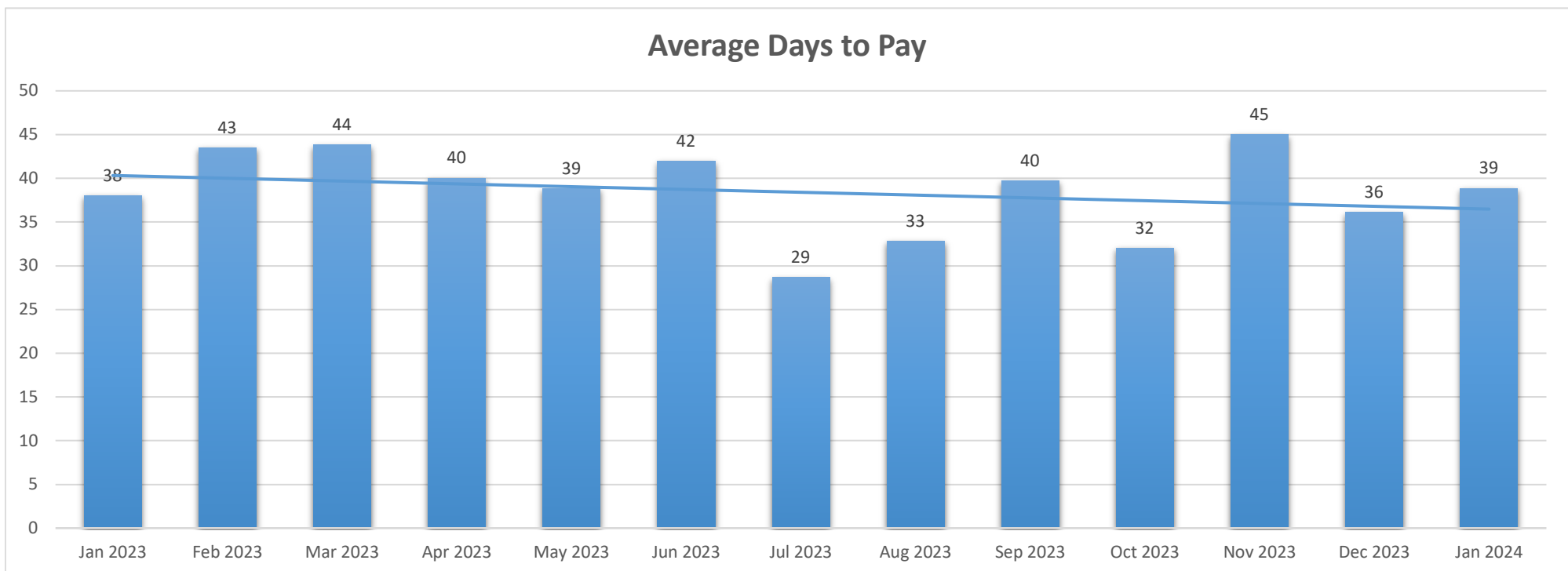
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	43.8%	56.2%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	20.8%	20.8%	20.8%	20.8%	16.8%
18 Product Sales and Development	41.9%	0.6%	2.9%	0.7%	53.8%
19 Pass Sales	-309.8%	36.8%	5.6%	0.0%	367.3%
20 Property Management	73.3%	14.4%	0.0%	0.0%	12.3%
21 Vanpool/Rideshare	60.0%	17.0%	17.8%	2.5%	2.8%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	17.8%	1.2%	0.0%	71.6%	9.4%
25 Other	96.4%	0.1%	0.0%	0.6%	2.9%
26 Total	46.5%	38.1%	0.8%	11.2%	3.4%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM JANUARY 1, 2024 THROUGH JANUARY 31, 2024
(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>
00017085	11/30/2023	UEAC,Inc	380264	1/11/2024	(338,152.00)
00203349	6/9/2021	Stacy and Witbeck, Inc.	898060	1/11/2024	(259,040.50)
00182398	5/23/2018	Granite Construction Company	898062	1/11/2024	(1,858,283.50)
02303738	12/22/2023	TRAPEZE SOFTWARE GROUP, INC.	898068	1/12/2024	(2,846,053.00)
02303738	12/22/2023	TRAPEZE SOFTWARE GROUP, INC.	898068	1/12/2024	(1,263,189.00)
R2023-04-08	4/26/2023	Cambridge Associates, LLC.	ZION-ACH	1/11/2024	(1,198,983.31)
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	1/11/2024	(323,031.88)
02303768	10/23/2023	ORIGAMI RISK LLC	380547	1/25/2024	(226,105.00)
R2023-04-08	4/26/2023	ROCKY MOUNTAIN POWER	380549	1/25/2024	(552,877.21)
02003243	6/3/2020	MV PUBLIC TRANSPORTATION	898243	1/25/2024	(231,529.55)
00203349	6/9/2021	Stacy and Witbeck, Inc.	898247	1/25/2024	(214,300.00)
00203382	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	898249	1/25/2024	(351,000.00)
00182398	5/23/2018	Granite Construction Company	898250	1/25/2024	(273,134.89)
00203399	9/7/2021	VIA TRANSPORTATION INC	898251	1/25/2024	(214,088.84)
02033992	9/7/2021	VIA TRANSPORTATION INC	898251	1/25/2024	(309,974.00)
02033993	9/7/2021	VIA TRANSPORTATION INC	898251	1/25/2024	(306,180.14)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
02006719	5/1/2016	GILLIG CORPORATION	898267	1/26/2024	(657,207.00)
R2023-04-08	4/26/2023	Cambridge Associates, LLC.	ZION-ACH	1/25/2024	(1,626,548.49)
R2023-04-08	4/26/2023	MUTUAL OF AMERICA LIFE INS.	380683	1/25/2024	(962,794.00)
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	1/25/2024	(344,893.35)
R2023-04-08	4/26/2023	VANTAGEPOINT TRANSFER AGENTS -	380698	1/25/2024	(1,313,426.30)





U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

Executive Director Report
- **Ad Campaign Presentation**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will provide the following:
- Ad Campaign Presentation (Jay Fox, Heather Barnum)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director, Budget & Financial Strategy
Dan Hofer, Director, Capital Assets & Project Controls
Greg Andrews, Senior Capital Budget Analyst

TITLE:

Financial Report - Preliminary December 2023

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The preliminary December 2023 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the preliminary December 2023 Monthly Financial Statements.

DISCUSSION:

At the March 13, 2024, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects for preliminary December 2023 and receive questions from the Board of Trustees.

Note: UTA is in the process of closing the 2023 financial books, which takes several months after the close of

the fiscal year ending December 31. As a result, the financial results presented for December are preliminary. Final results for 2023 will be presented at a later Board meeting after the year-end close is completed and results have been reviewed by UTA's external auditors.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- Preliminary December 2023 Board Dashboard
- Preliminary December 2023 Monthly Financial Statements

Utah Transit Authority

Preliminary Board Dashboard: December 31, 2023

Financial Metrics	Dec Actual	Dec Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Dec '23 mm \$)	\$ 38.1	\$ 49.0	\$ (10.92)	-22.3%	\$ 482.0	\$ 480.0	\$ 1.96	0.4%
Fare Revenue (mm)	\$ 2.7	\$ 3.1	\$ (0.42)	-13.6%	\$ 35.4	\$ 35.9	\$ (0.44)	-1.2%
Operating Exp (mm)*	\$ 33.5	\$ 33.7	\$ 0.22	0.6%	\$ 384.9	\$ 409.3	\$ 24.38	6.0%
Subsidy Per Rider (SPR)*	\$ 10.90	\$ 11.18	\$ 0.28	2.5%	\$ 10.88	\$ 11.18	\$ 0.30	2.7%
UTA Diesel Price (\$/gal)	\$ 2.64	\$ 3.90	\$ 1.26	32.2%	\$ 3.16	\$ 3.90	\$ 0.74	19.1%
Operating Metrics	Dec Actual	Dec-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	2.82	2.41	0.4	16.8%	35.06	31.44	3.6	11.5%
Energy Cost by Type (December YTD Monthly Average)								
	Diesel Bus (Cost per Mile)				\$	0.61		
	Diesel CR (Cost per Mile)				\$	5.71		
	Unleaded Gas (Cost per Mile)				\$	0.43		
	CNG (Cost per Mile)				\$	0.37		
	Bus Propulsion Power (Cost per Mile)				\$	0.64		
	TRAX Propulsion Power (Cost per Mile)				\$	0.91		

"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

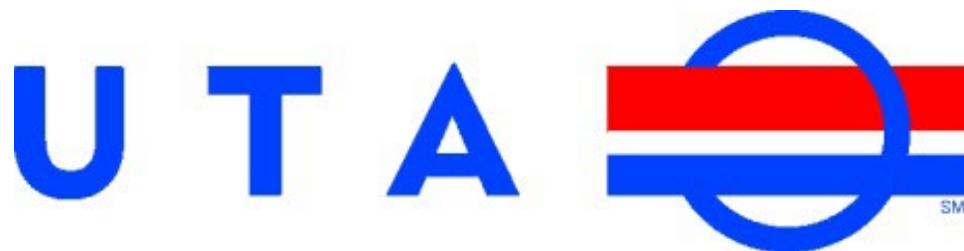
*Amended 2023 Budget

Utah Transit Authority

Financial Statement

(Preliminary, Unaudited)

December 31, 2023



**KEY ITEM REPORT
(UNAUDITED)
As of December 31, 2023**

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (37,955,277)	\$ (38,172,000)	\$ (216,723)	-1%
2 Operating Expenses	384,913,353	409,297,000	24,383,647	6%
3 Net Operating Income (Loss)	(346,958,076)	(371,125,000)	24,166,924	7%
4 Capital Revenue	(126,177,941)	(232,373,000)	(106,195,059)	-46%
5 Capital Expenses	209,899,804	392,237,001	182,337,197	46%
6 Net Capital Income (Loss)	(83,721,863)	(159,864,001)	76,142,137	48%
7 Sales Tax	(493,343,543)	(480,000,000)	13,343,543	3%
8 Other Revenue	(110,520,502)	(103,787,000)	6,733,502	6%
9 Debt Service	80,764,699	79,223,560	(1,541,140)	-2%
10 Sale of Assets	5,116,288	-	(5,116,288)	
11 Net Non-Operating Income (Loss)	517,983,058	504,563,440	13,419,618	3%
12 Contribution to Cash Balance	\$ 87,303,119	\$ (26,425,560)	\$ 113,728,679	-430%
13 Amortization	23,824,351			
14 Depreciation	142,729,772			
15 Total Non-cash Items	\$ 166,554,123			

STATISTICS

RIDERSHIP

2022 Actual	December 2023	December 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	2,821,195	2,414,703	406,492	35,059,930	31,439,554	3,620,376

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 384,913,353
18 Less: Passenger Revenue	- (35,414,277)
19 Subtotal	349,499,076
20 Divided by: Ridership	÷ 35,059,930
21 Subsidy per Rider	<u>\$ 9.97</u>

**SUMMARY FINANCIAL DATA
(UNAUDITED)**

EXHIBIT 1-2

As of December 31, 2023

BALANCE SHEET

	12/31/2023	12/31/2022	Change December
CURRENT ASSETS			
1 Cash	\$ 21,096,914	\$ 28,284,512	-25%
2 Investments (Unrestricted)	495,809,149	514,197,819	-4%
3 Investments (Restricted)	82,166,000	114,764,946	-28%
4 Receivables	130,177,980	86,151,464	51%
5 Receivables - Federal Grants	3,872,754	3,872,751	0%
6 Inventories	44,517,295	39,521,705	13%
7 Prepaid Expenses	1,423,734	1,657,952	-14%
8 TOTAL CURRENT ASSETS	\$ 779,063,826	\$ 788,451,149	
9 Property, Plant & Equipment (Net)	2,944,093,911	2,943,574,587	0%
10 Other Assets	168,588,932	120,172,210	40%
11 TOTAL ASSETS	\$ 3,891,746,670	\$ 3,852,197,946	
12 Current Liabilities	81,072,147	67,287,040	20%
14 Net Pension Liability	166,224,640	90,642,486	83%
15 Outstanding Debt	2,261,862,966	2,372,929,018	-5%
16 Net Investment in Capital Assets	809,128,209	720,544,234	12%
17 Restricted Net Position	61,057,730	54,394,968	12%
18 Unrestricted Net Position	512,400,978	546,400,200	-6%
19 TOTAL LIABILITIES & EQUITY	\$ 3,891,746,670	\$ 3,852,197,946	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	(0)	\$ 4,037,064	-100%
21 2019 Bond Proceeds	688,953	22,818,966	-97%
22 Debt Service Interest Payable	16,657,477	25,973,657	-36%
23 Risk Contingency Fund	8,133,198	8,050,656	1%
24 Catastrophic Risk Reserve Fund	1,131,435	1,107,051	2%
25 Box Elder County ROW (sales tax)	3,278,330	2,691,331	22%
26 Utah County 4th Qtr (sales tax)	16,165,990	8,174,443	98%
27 Amounts held in escrow	36,095,361	41,911,778	-14%
28 TOTAL RESTRICTED RESERVES	\$ 82,150,745	\$ 114,764,946	
DESIGNATED GENERAL AND CAPITAL RESERVES			
29 General Reserves	72,100,000	72,100,000	
30 Service Sustainability Reserves	12,017,000	12,017,000	
31 Capital Reserve	46,541,000	45,616,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 160,658,000	\$ 159,733,000	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 242,808,745	\$ 274,497,946	

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of December 31, 2023

REVENUE & EXPENSES

	ACTUAL Dec-23	ACTUAL Dec-22	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,701,112)	\$ (2,915,808)	\$ (35,414,277)	\$ (34,110,895)
2 Advertising Revenue	(193,500)	(193,500)	(2,541,000)	(2,214,000)
3 TOTAL OPERATING REVENUE	<u>\$ (2,894,612)</u>	<u>\$ (3,109,308)</u>	<u>\$ (37,955,277)</u>	<u>\$ (36,324,895)</u>
OPERATING EXPENSE				
4 Bus Service	\$ 11,167,323	\$ 9,805,252	\$ 133,541,051	\$ 121,378,497
5 Commuter Rail	2,475,502	2,647,616	29,705,466	28,575,869
6 Light Rail	4,060,816	1,943,852	44,332,911	39,243,840
7 Maintenance of Way	1,676,659	910,839	20,379,831	17,950,470
8 Paratransit Service	1,448,004	2,520,325	26,815,900	25,492,748
9 RideShare/Van Pool Services	284,913	398,640	3,390,473	3,448,898
10 Microtransit	2,341,662	855,755	9,809,359	6,446,403
11 Operations Support	5,059,330	6,138,875	64,203,300	59,248,336
12 Administration	4,936,910	4,912,305	52,735,061	44,527,817
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	<u>\$ 33,451,120</u>	<u>\$ 30,133,459</u>	<u>\$ 384,913,353</u>	<u>\$ 346,312,878</u>
15 NET OPERATING (INCOME) LOSS	<u>\$ 30,556,508</u>	<u>\$ 27,024,151</u>	<u>\$ 346,958,076</u>	<u>\$ 309,987,983</u>
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	17,677,181	(1,580,910)	(33,648,265)	(8,516,807)
17 Sales Tax Revenue ¹	(55,467,135)	(45,052,673)	(493,343,543)	(474,289,759)
18 Other Revenue	(1,594,250)	(2,418,320)	(13,183,936)	(15,706,287)
19 Fed Operations/Preventative Maint. Revenue	(4,149,593)	-	(63,688,301)	(217,421,907)
20 Bond Interest	6,775,408	5,974,173	74,972,046	78,569,737
21 Bond Interest UTCT	148,357	72,181	1,780,285	1,668,728
22 Bond Cost of Issuance/Fees	-	10,176	957,788	83,420
23 Lease Interest	71,460	265,346	3,054,580	1,558,487
24 Sale of Assets	71,706	7,186,503	5,116,288	4,518,152
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (36,466,866)</u>	<u>\$ (35,543,524)</u>	<u>\$ (517,983,058)</u>	<u>\$ (629,536,236)</u>
26 CONTRIBUTION TO RESERVES	<u>\$ 5,910,358</u>	<u>\$ 8,519,373</u>	<u>\$ 171,024,982</u>	<u>\$ 319,548,253</u>
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(362,565)	(355,796)	(4,104,142)	(4,276,176)
28 Bond Refunding Cost Amortization	448,995	1,192,102	27,117,578	14,307,744
29 Future Revenue Cost Amortization	67,576	67,576	810,915	810,914
30 Depreciation	14,732,071	12,379,018	142,729,772	143,768,549
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 14,886,077</u>	<u>\$ 13,282,900</u>	<u>\$ 166,554,123</u>	<u>\$ 154,611,031</u>

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of December 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Dec-23	Dec-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,701,112)	\$ (3,125,402)	\$ (424,290)	-14%
2 Advertising Revenue	(193,500)	(193,500)	-	0%
3 TOTAL OPERATING REVENUE	<u>\$ (2,894,612)</u>	<u>\$ (3,318,902)</u>	<u>\$ (424,290)</u>	-13%
OPERATING EXPENSE				
4 Bus Service	\$ 11,167,323	11,732,695	\$ 565,372	5%
5 Commuter Rail	2,475,502	2,608,014	132,512	5%
6 Light Rail	4,060,816	3,975,640	(85,176)	-2%
7 Maintenance of Way	1,676,659	1,835,190	158,531	9%
8 Paratransit Service	1,448,004	2,352,212	904,208	38%
9 RideShare/Van Pool Services	284,913	334,670	49,757	15%
10 Microtransit	2,341,662	763,359	(1,578,303)	-207%
11 Operations Support	5,059,330	5,240,004	180,674	3%
12 Administration	4,936,910	7,490,415	2,553,505	34%
13 Non-Departmental	-	500,000	500,000	100%
14 TOTAL OPERATING EXPENSE	<u>\$ 33,451,120</u>	<u>\$ 36,832,199</u>	<u>\$ 3,381,079</u>	9%
15 NET OPERATING (INCOME) LOSS	<u>\$ 30,556,508</u>	<u>\$ 33,513,297</u>	<u>\$ 2,956,789</u>	9%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ 17,677,181	\$ (600,000)	\$ (18,277,181)	-3046%
17 Sales Tax Revenue	(55,467,135)	(49,024,010)	6,443,125	13%
18 Other Revenue	(1,594,250)	(969,500)	624,750	64%
19 Fed Operations/Preventative Maint. Revenue	(4,149,593)	(6,903,499)	(2,753,906)	-40%
20 Bond Interest	6,775,408	6,046,695	(728,713)	-12%
21 Bond Interest UTCT	148,357	148,215	(142)	0%
22 Bond Cost of Issuance/Fees	-	15,000	15,000	100%
23 Lease Interest	71,460	610,211	538,751	88%
24 Sale of Assets	71,706	-	(71,706)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (36,466,866)</u>	<u>\$ (50,676,888)</u>	<u>\$ (14,210,022)</u>	-28%
26 CONTRIBUTION TO RESERVES	<u>\$ 5,910,358</u>	<u>\$ 17,163,591</u>		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of December 31, 2023**

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Dec-23	Dec-23	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 277,323	\$ 267,747	\$ (9,576)	-4%
2 Executive Director	480,207	541,022	60,815	11%
3 Chief Communication Officer	341,268	443,681	102,413	23%
4 Chief Planning and Engagement Officer	3,004,915	1,447,541	(1,557,374)	-108%
5 Chief Finance Officer	1,355,568	1,492,813	137,245	9%
6 Chief Operating Officer	24,171,371	28,266,840	4,095,469	14%
7 Chief People Officer	907,582	1,048,791	141,209	13%
8 Chief Development Officer	787,592	733,994	(53,598)	-7%
9 Chief Enterprise Strategy Officer	2,125,294	2,089,770	(35,524)	-2%
10 Non-Departmental	-	500,000	500,000	100%
11 TOTAL OPERATING EXPENSE	\$ 33,451,120	\$ 36,832,199	\$ 3,381,079	9%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Dec-23	Dec-23	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 3,161,065	\$ 3,168,000	\$ 6,935	0%
13 Executive Director	5,104,547	6,079,000	974,453	16%
14 Chief Communication Officer	4,057,885	4,132,000	74,115	2%
15 Chief Planning and Engagement Officer	18,145,443	17,260,000	(885,443)	-5%
16 Chief Finance Officer	16,123,387	17,517,000	1,393,613	8%
17 Chief Operating Officer	295,603,648	314,142,000	18,538,352	6%
18 Chief People Officer	13,614,438	12,487,000	(1,127,438)	-9%
19 Chief Development Officer	6,546,169	8,783,000	2,236,831	25%
20 Chief Enterprise Strategy Officer	22,556,771	24,729,000	2,172,229	9%
21 Non-Departmental	-	1,000,000	1,000,000	100%
22 TOTAL OPERATING EXPENSE	\$384,913,353	\$ 409,297,000	\$ 24,383,647	6%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of December 31, 2023**

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Dec-23	Dec-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (35,414,277)	\$ (35,850,000)	\$ (435,723)	-1%
2 Advertising Revenue	(2,541,000)	(2,322,000)	219,000	9%
3 TOTAL OPERATING REVENUE	<u>\$ (37,955,277)</u>	<u>\$ (38,172,000)</u>	<u>\$ (216,723)</u>	-1%
OPERATING EXPENSE				
4 Bus Service	\$ 133,541,051	\$ 139,266,552	\$ 5,725,501	4%
5 Commuter Rail	29,705,466	31,109,731	1,404,265	5%
6 Light Rail	44,332,911	46,636,238	2,303,327	5%
7 Maintenance of Way	20,379,831	21,794,896	1,415,065	6%
8 Paratransit Service	26,815,900	28,248,193	1,432,293	5%
9 RideShare/Van Pool Services	3,390,473	4,014,750	624,277	16%
10 Microtransit	9,809,359	9,164,073	(645,286)	-7%
11 Operations Support	64,203,300	62,787,628	(1,415,672)	-2%
12 Administration	52,735,061	65,274,939	12,539,878	19%
13 Non-Departmental	-	1,000,000	1,000,000	100%
14 TOTAL OPERATING EXPENSE	<u>\$ 384,913,353</u>	<u>\$ 409,297,000</u>	<u>\$ 24,383,647</u>	6%
15 NET OPERATING (INCOME) LOSS	<u>\$ 346,958,076</u>	<u>\$ 371,125,000</u>	<u>\$ 24,166,924</u>	7%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (33,648,265)	\$ (7,250,000)	\$ 26,398,265	364%
17 Sales Tax Revenue	(493,343,543)	(480,000,000)	13,343,543	3%
18 Other Revenue	(13,183,936)	(11,634,000)	1,549,936	13%
19 Fed Operations/Preventative Maint. Revenue	(63,688,301)	(84,903,000)	(21,214,699)	-25%
20 Bond Interest	74,972,046	73,834,000	(1,138,046)	-2%
21 Bond Interest UTCT	1,780,285	1,780,000	(285)	0%
22 Bond Cost of Issuance/Fees	957,788	79,000	(878,788)	-1112%
23 Lease Interest	3,054,580	3,530,560	475,980	13%
24 Sale of Assets	5,116,288	-	(5,116,288)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (517,983,058)</u>	<u>\$ (504,563,440)</u>	<u>\$ 13,419,618</u>	3%
26 CONTRIBUTION TO RESERVES	<u>\$ 171,024,982</u>	<u>\$ 133,438,440</u>		

**CAPITAL PROJECTS
(UNAUDITED)
As of December 31, 2023**

EXHIBIT 1-6

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 65,746,354	\$ 108,024,000	60.9%
2 INFORMATION TECHNOLOGY	15,400,999	27,953,000	55.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	14,395,188	13,704,000	105.0%
4 CAPITAL PROJECTS	28,983,598	117,558,000	24.7%
5 STATE OF GOOD REPAIR	42,642,440	65,334,000	65.3%
6 DEPOT DISTRICT	8,912,422	16,918,000	52.7%
7 OGDEN/WEBER STATE BRT	18,197,123	25,785,000	70.6%
8 TIGER	15,621,680	16,961,000	92.1%
9 TOTAL	<u>\$ 209,899,804</u>	<u>\$ 392,237,001</u>	53.5%
REVENUES			
10 GRANT	\$ 109,849,367	\$ 142,568,000	77.1%
11 STATE CONTRIBUTION	14,049,500	24,631,000	57.0%
12 LEASES (PAID TO DATE)	-	46,569,000	0.0%
14 LOCAL PARTNERS	2,279,074	18,605,000	12.2%
15 UTA FUNDING	83,721,863	159,864,001	52.4%
16 TOTAL	<u>\$ 209,899,804</u>	<u>\$ 392,237,001</u>	53.5%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of December 31, 2023

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Dec-23	Dec-22	2023	2022
UTA				
Fully Allocated Costs	33,451,121	30,133,457	384,913,352	346,312,878
Passenger Farebox Revenue	2,701,112	2,915,808	35,414,276	34,722,625
Passengers	2,821,195	2,414,703	35,059,930	31,439,554
Farebox Recovery Ratio	8.1%	9.7%	9.2%	10.0%
Actual Subsidy per Rider	\$10.90	\$11.27	\$9.97	\$9.91
BUS SERVICE				
Fully Allocated Costs	16,075,548	15,240,916	190,790,105	172,303,655
Passenger Farebox Revenue	1,213,808	1,228,383	15,964,588	15,652,291
Passengers	1,393,001	1,235,685	17,945,987	15,723,537
Farebox Recovery Ratio	7.6%	8.1%	8.4%	9.1%
Actual Subsidy per Rider	\$10.67	\$11.34	\$9.74	\$9.96
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,951,206	6,047,791	101,310,497	89,281,977
Passenger Farebox Revenue	656,992	569,519	7,702,478	7,618,567
Passengers	956,965	759,652	11,043,721	10,734,064
Farebox Recovery Ratio	7.3%	9.4%	7.6%	8.5%
Actual Subsidy per Rider	\$8.67	\$7.21	\$8.48	\$7.61
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,782,766	4,444,224	46,145,095	43,325,577
Passenger Farebox Revenue	435,622	337,956	5,130,173	5,064,853
Passengers	284,137	254,973	3,736,620	3,230,521
Farebox Recovery Ratio	11.5%	7.6%	11.1%	11.7%
Actual Subsidy per Rider	\$11.78	\$16.10	\$10.98	\$11.84
MICROTRANSIT				
Fully Allocated Costs	2,421,553	943,929	10,746,592	7,242,274
Passenger Farebox Revenue	39,420	28,227	524,210	232,695
Passengers	40,107	32,440	415,010	246,771
Farebox Recovery Ratio	1.6%	3.0%	4.9%	3.2%
Actual Subsidy per Rider	\$59.39	\$28.23	\$24.63	\$28.41
PARATRANSIT				
Fully Allocated Costs	1,647,543	2,704,586	28,773,436	27,376,667
Passenger Farebox Revenue	39,067	424,621	2,368,852	3,048,969
Passengers	70,876	62,575	885,469	790,775
Farebox Recovery Ratio	2.4%	15.7%	8.2%	11.1%
Actual Subsidy per Rider	\$22.69	\$36.44	\$29.82	\$30.76
RIDESHARE				
Fully Allocated Costs	572,504	752,012	7,147,627	6,782,729
Passenger Farebox Revenue	316,203	327,102	3,723,976	3,105,250
Passengers	76,108	69,377	1,033,123	713,886
Farebox Recovery Ratio	55.2%	43.5%	52.1%	45.8%
Actual Subsidy per Rider	\$3.37	\$6.12	\$3.31	\$5.15

As of December 31, 2023

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Dec-23	Dec-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$16,075,548	\$15,240,916	\$190,790,105	\$172,303,655
Light Rail Service	\$8,951,206	\$6,047,791	\$101,310,497	\$89,281,977
Commuter Rail Service	\$3,782,766	\$4,444,224	\$46,145,095	\$43,325,577
Microtransit	\$2,421,553	\$943,929	\$10,746,592	\$7,242,274
Paratransit	\$1,647,543	\$2,704,586	\$28,773,436	\$27,376,667
Rideshare	\$572,504	\$752,012	\$7,147,627	\$6,782,729
UTA	\$33,451,120	\$30,133,457	\$384,913,352	\$346,312,878
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,213,808	\$1,228,383	\$15,964,588	\$15,652,291
Light Rail Service	\$656,992	\$569,519	\$7,702,478	\$7,618,567
Commuter Rail Service	\$435,622	\$337,956	\$5,130,173	\$5,064,853
Microtransit	\$39,420	\$28,227	\$524,210	\$232,695
Paratransit	\$39,067	\$424,621	\$2,368,852	\$3,048,969
Rideshare	\$316,203	\$327,102	\$3,723,976	\$3,105,250
UTA	\$2,701,112	\$2,915,808	\$35,414,276	\$34,722,626
PASSENGERS				
Bus Service	1,393,001	1,235,685	17,945,987	15,723,537
Light Rail Service	956,965	759,652	11,043,721	10,734,064
Commuter Rail Service	284,137	254,973	3,736,620	3,230,521
Microtransit	40,107	32,440	415,010	246,771
Paratransit	70,876	62,575	885,469	790,775
Rideshare	76,108	69,377	1,033,123	713,886
UTA	2,821,195	2,414,703	35,059,930	31,439,554
FAREBOX RECOVERY RATIO				
Bus Service	7.6%	8.1%	8.4%	9.1%
Light Rail Service	7.3%	9.4%	7.6%	8.5%
Commuter Rail Service	11.5%	7.6%	11.1%	11.7%
Microtransit	1.6%	3.0%	4.9%	3.2%
Paratransit	2.4%	15.7%	8.2%	11.1%
Rideshare	55.2%	43.5%	52.1%	45.8%
UTA	8.1%	9.7%	9.2%	10.0%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$10.67	\$11.34	\$9.74	\$9.96
Light Rail Service	\$8.67	\$7.21	\$8.48	\$7.61
Commuter Rail Service	\$11.78	\$16.10	\$10.98	\$11.84
Microtransit	\$59.39	\$28.23	\$24.63	\$28.41
Paratransit	\$22.69	\$36.44	\$29.82	\$30.76
Rideshare	\$3.37	\$6.12	\$3.31	\$5.15
UTA	\$10.90	\$11.27	\$9.97	\$9.91

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of December 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	47,973,110	35,673,897	\$ 12,299,213	-	-	-
3 Warranty Recovery	1,498,467	1,498,467	-	-	-	-
4 Build America Bond Subsidies	7,099,545	785,525	785,525	\$ 785,525	\$ 785,525	\$ 3,957,445
5 Product Sales and Development	2,166,308	358,544	26,897	125,242	6,502	1,649,124
6 Pass Sales	(8,270)	181,635	(2,888)	(9,138)	(1,105)	(176,775)
7 Property Management	226,960	221,845	636	-	-	4,479
8 Vanpool/Rideshare	172,352	107,595	44,479	11,866	6,916	1,496
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	15,151,775	280,106	-	12,257,955	-	2,613,714
12 Other	55,373,814	55,004,642	11,630	56,934	6,349	294,259
13 Total	\$ 134,050,734	\$ 98,508,929	\$ 13,165,491	\$ 13,228,385	\$ 804,188	\$ 8,343,741

Percentage Due by Aging

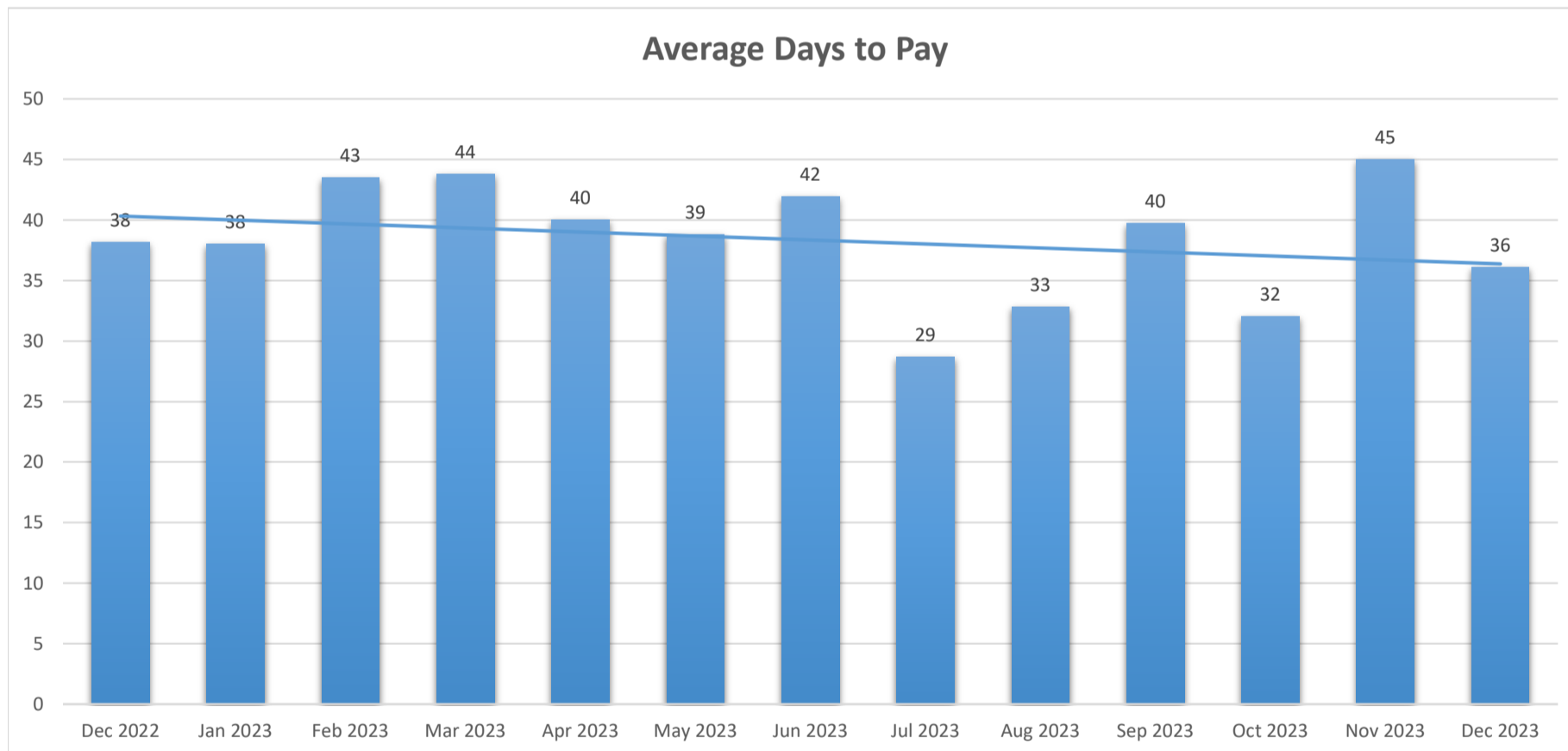
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	74.4%	25.6%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	11.1%	11.1%	11.1%	11.1%	55.7%
18 Product Sales and Development	16.6%	1.2%	5.8%	0.3%	76.1%
19 Pass Sales	-2196.3%	34.9%	110.5%	13.4%	2137.6%
20 Property Management	97.7%	0.3%	0.0%	0.0%	2.0%
21 Vanpool/Rideshare	62.4%	25.8%	6.9%	4.0%	0.9%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	1.8%	0.0%	80.9%	0.0%	17.3%
25 Other	99.3%	0.0%	0.1%	0.0%	0.5%
26 Total	73.5%	9.8%	9.9%	0.6%	6.2%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023
(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>
00213530	5/3/2022	PEHP (Use for Admin)	897620	12/7/2023	(293,468.04)
390-6122492S	11/16/2023	FIRST AMERICAN TITLE INSURANCE	897621	12/7/2023	(429,165.00)
00213531	6/2/2022	SELECT HEALTH	897622	12/7/2023	(948,512.80)
00017041	5/12/2023	STERTIL KONI USA INC.	897714	12/14/2023	(333,202.29)
01903114	6/9/2021	Stacy and Witbeck, Inc.	897717	12/14/2023	(500,000.01)
00203382	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	897718	12/14/2023	(221,000.00)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(237,782.74)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(201,030.25)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(498,415.70)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(225,489.00)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(332,142.34)
00203378	8/23/2021	C3M Power Systems LLC	897719	12/14/2023	(218,057.35)
R2023-04-08	4/26/2023	Cambridge Associates, LLC.	ZION-ACH	12/14/2023	(1,160,854.23)
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	12/14/2023	(313,804.27)
R2023-04-08	4/26/2023	CENTURY LINK (QWEST) +++	379832	12/21/2023	(228,681.17)
R2023-04-08	4/26/2023	ROCKY MOUNTAIN POWER	379833	12/21/2023	(466,283.00)
00203399	9/7/2021	VIA TRANSPORTATION INC	897809	12/21/2023	(207,197.34)
02033992	9/7/2021	VIA TRANSPORTATION INC	897809	12/21/2023	(307,013.37)
02203566	6/3/2020	SCHEIDT & BACHMANN USA, INC.	897810	12/21/2023	(929,999.00)
00213530	5/3/2022	PEHP (Use for Admin)	897816	12/21/2023	(290,991.65)
00213531	6/2/2022	SELECT HEALTH	897817	12/21/2023	(950,896.00)
00213534	6/22/2022	SK Polymer Co LTD	897820	12/22/2023	(364,800.00)
23-P00305	12/14/2023	7-Eleven,Inc	379958	12/28/2023	(370,000.00)
02003255	11/14/2023	Woojin Is America Inc	897886	12/28/2023	(210,854.90)
02003243	6/3/2020	MV PUBLIC TRANSPORTATION	897887	12/28/2023	(238,689.92)
02006719	5/1/2016	GILLIG CORPORATION	897889	12/28/2023	(595,745.00)
02006719	5/1/2016	GILLIG CORPORATION	897889	12/28/2023	(595,745.00)
02006719	5/1/2016	GILLIG CORPORATION	897889	12/28/2023	(595,745.00)
R2023-04-08	4/26/2023	Cambridge Associates, LLC.	ZION-ACH	12/28/2023	(1,169,555.92)
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	12/28/2023	(316,792.49)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
FROM: Annette Royle, Director of Board Governance
PRESENTER(S): Annette Royle, Director of Board Governance
Neiufi longi, Public Policy Analyst

TITLE:

R2024-03-01 - Resolution Adopting Revised Board Policies

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2024-03-01 to adopt the revised Board Policies 5.1 - Transit Oriented Development and 5.2 - Real Property as presented.

BACKGROUND:

The Special Districts Act section 17B-1-301 and the Utah Public Transit District Act section 17B-2a-8 outlines the duties and powers of a large public transit district's Board of Trustees. One of those duties includes developing and approving board policies, ordinances and bylaws after consultation with the Local Advisory Council.

The UTA Board of Trustees last updated Board Policies 5.1 and 5.2 in June 2019. These policies have been updated to reflect statutory changes and general practice.

DISCUSSION:

The agency is recommending the following updated policies be approved as presented:

- Board Policy 5.1 Transit Oriented Development (revised)

Proposed revision incorporates changes due to 2022 HB462 to the Station Area Planning process, adds Board approval of TOD design standards, adds Advisory Council approval of Master Plans prior to Board adoption, and adds requirements for conflict avoidance.

- Board Policy 5.2 Real Property (revised)

Proposed revision clarifies definition of Approved Capital Project to align with Board Policy 3.3 Capital Development, revises requirements for the classification of real property, and adds Advisory Council consultation for the acquisition, disposition or development of real property.

As required by statute, the proposed policy revisions were presented to the Local Advisory Council on February 21, 2024 for their consultation and feedback and no additional comments were provided. We are now presenting the proposed policy revisions to the Board of Trustees for final review and approval.

Note - the marked-up version of the proposed Board policy revisions was published in the Local Advisory Council's meeting packet for February 21, 2024 and can be accessed at www.rideuta.legistar.com.

ALTERNATIVES:

The Board may modify the proposed policy revisions prior to adoption.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution R2024-03-01, including revised Board policies as exhibits.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING REVISED BOARD POLICIES**

R2024-03-01

March 13, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities-Special Districts Act and the Utah Public Transit District Act (the “Act”); and

WHEREAS, UTAH CODE §17B-1-301 and §17B-1-8 establish the Board of Trustees of the Authority to manage and conduct the business and affairs of the Authority, and to determine policy; and

WHEREAS, Board Policy 1.1 and Board Policy 1.3 establish the process for adopting Board policies, including consultation with the Local Advisory Council as required in the Act; and

WHEREAS, on February 21, 2024, the Local Advisory Council reviewed proposed revisions to Board Policy 5.1—Transit Oriented Development, and Board Policy 5.2 — Real Property and provided their consultation; and

WHEREAS, the Board wishes to adopt revised Board Policy 5.1—Transit Oriented Development and revised Board Policy 5.2—Real Property.

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

1. That the revised Board Policy 5.1—Transit Oriented Development attached as Exhibit A is hereby adopted, and prior versions are hereby rescinded.
2. That the revised Board Policy 5.2—Real Property attached as Exhibit B is hereby adopted, and prior versions are hereby rescinded.
3. That all other Board policies previously adopted by the Board remain in effect.
4. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 13th day of March 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

0F6F046DE4724A2...
Legal Counsel

Exhibit A
(Revised Board Policy 5.1—Transit Oriented Development)



Transit Oriented Development

Board of Trustees Policy No. 5.1

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to establish a uniform method to guide the pre-development, development, and management of transit-oriented development projects that the Authority has a property or financial interest in, and to guide the projects in a manner that is transparent and involves communities, regional partners, and stakeholders.

- II. Definitions:
 - A. Concept Plan means an illustrative map depicting proposed infrastructural and land use improvements within a station area that corresponds with a Station Area Plan (“SAP”) and Implementation Plan (“IP”).

 - B. Design Review Committee (“DRC”) means the multi-disciplinary committee responsible for reviewing Master Plans and Site Designs proposed by development partners. The DRC consists of representatives from various departments within the Authority, as well as other stakeholders as necessary.

 - C. Development Team means a team consisting of assigned authority personnel, development partners, consultants, and contractors.

 - D. Implementation Plan means a list of tasks necessary to implement improvements described within a Station Area Plan, along with anticipated timing, budget, and responsible stakeholders.

 - E. Metropolitan Planning Organization (“MPO”) means an organization designated to carry out the metropolitan transportation planning process.

 - F. Moderate Income Housing Plan (“MIHP”) means a plan required by Utah state statute that mandates each municipality make efforts to minimize regulatory barriers to moderate income housing and take actions to encourage preservation of existing moderate-income housing and development of new moderate-income housing.

 - G. Station Area means the physical extents expected to be materially impacted by the presence of a transit station. A station area begins with a half-mile radius and is refined by local context.

 - H. Station Area Plan (“SAP”) means a shared vision, concept plan, and implementation plan illustrating recommendations to optimally integrate infrastructure, transit services, and land uses within a station area.

- I. Transit-Oriented Communities (“TOC”) means a series of transit-oriented developments that are configured to increase access to opportunity via transit, walking, biking, or other alternative modes of transportation.
 - J. Transit-Oriented Development (“TOD”) means a mixed-use real estate development occurring near a transit station, designed to increase access to and from transit.
- III. Policy: The approval and implementation of Authority Transit-Oriented Development (“TOD”) projects will proceed as described below and on Exhibit A.
- A. Transit-Oriented Communities (“TOC”) Planning and Design Principles
 - 1. TOC Planning and Design Principles are general guidelines developed by the Authority that provide a framework of an ideal transit-oriented community (e.g., connectivity, transit supportive land uses, building orientation).
 - 2. TOD Design Standards are included in the TOC Planning and Design Principles. TOD Design Standards are specific recommendations developed by the Authority to guide developers, cities, and design consultants to meet the TOC Planning and Design Principles (e.g., street sections, block sizes, architectural standards).
 - 3. TOC Planning and Design Principles, including the TOD Design Standards, must be approved by a resolution of the Board.
 - B. Station Area Plan (“SAP”)
 - 1. The Authority collaborates with local municipalities to prepare an SAP for areas around transit hubs.
 - 2. SAPs guide the Authority and the applicable municipality to establish:
 - a. Appropriate land use regulations
 - b. Desired land uses
 - c. Infrastructural improvements to optimize access to transit, other critical opportunities, and services
 - 3. The Authority and the applicable municipality discuss existing conditions, including affordable housing needs within the station area, consistent with the municipality’s Moderate Income Housing Plan (“MIHP”). Recommendations may be included in the SAP.
 - 4. The SAP includes a Vision, a Concept Plan, and an Implementation Plan.

5. The SAP is approved by the applicable municipality, approved by a resolution of the Local Advisory Council and adopted by a resolution of the Board of Trustees prior to procurement of a development partner for the associated site. Municipal and Local Advisory Council approvals must occur prior to SAP adoption by the Board of Trustees.

C. Site Selection

1. The Authority analyzes findings from SAPs, including feasibility of the Concept Plan and progress of the Implementation Plan, to determine if sites are prepared for development efforts.
2. Sites are selected for development by a resolution of the Board of Trustees.

D. Developer Procurement

1. The Authority prepares developer criteria derived from the findings of the applicable SAP. This Authority criteria is used to inform developer procurements and design reviews.
2. Upon site selection and authorization from the Board of Trustees, the Authority solicits developers through a process consistent with procurement law and policies. Developer skills and expertise must align with the vision and Concept Plan identified in the SAP.
3. Developer responses to solicitation are evaluated by a selection committee comprised of Authority personnel, municipality personnel (at the discretion of the applicable municipality), and other stakeholders (as necessary). Based on the evaluations, the selection committee selects a development partner for the project.
4. The Authority enters an exclusive negotiation period, per the terms of an Exclusive Negotiation Agreement (ENA), with the selected development partner. ENAs must be appropriate for the size and scope of the TOD project.
5. The ENA governs the relationship between the Authority and development partners during pre-development. ENAs do not convey any permanent rights and do not have any monetary value.

E. Master Plan

1. For TOD projects requiring more than one development phase, the development team creates Master Plans for TOD projects in collaboration with municipality staff to ensure that the ultimate build-out of the TOD site is consistent with the applicable SAP.

2. If the SAP recommends residential uses for Authority property, the Development Team meets with municipality representatives to discuss opportunities to incorporate affordable housing, consistent with the municipality's MIHP.
3. The Master Plan provides a general description of the development program for all phases of development, site layout, development phasing, and projected schedule.
4. The Design Review Committee (DRC) ensures that Master Plans adhere to criteria defined in section III(F)(2) and (3) below.
5. The Master Plan is accompanied by a corresponding Master Development Agreement that establishes general terms between the Authority and the development partner. The Master Development Agreement governs all phases of development.
6. When there is a federal interest in the real property, the Development Team creates a project that meets the requirements of the Federal Transit Administration ("FTA") Joint Development program. Prior to construction, Authority staff obtains FTA concurrence for development proposals at sites involving federal interest.
7. If a Master Plan is required, the Master Plan must be approved by a resolution of the Local Advisory Council and adopted by a resolution of the Board of Trustees.
8. If a Master Development Agreement is required, the Master Development Agreement must be approved by a resolution of the Board of Trustees.

F. Site Design

1. The Development Team generates Site Designs as individual phases of development are identified and readied for construction. Site Designs will include the final footprint and orientation of buildings, streets, plazas, amenities, landscaping, and other features to be constructed within the scope of that phase.
2. The DRC ensures that proposals:
 - a. Adhere to the applicable SAP
 - b. Adhere to the Authority's general TOC Planning and Design Principles
 - c. Meet requirements set forth in the procurement documents
 - d. Reflect community interests
 - e. Protect the transit-critical functions of the site
3. DRC reviews will complement and augment the existing city review process.

G. Financial Proposal and Phase Agreement

1. The Development Team produces a Financial Proposal for individual development phases including the development pro forma, that demonstrates a positive return to the Authority, and the applicable Phase Agreement (e.g. Operating Agreement, Ground Lease Agreement, or other).
2. The Financial Proposal is reviewed by a third-party expert consultant to ensure that the terms are market feasible, ethical, and provide the Authority with a reasonable return. The findings from the third-party expert review are provided to the Board of Trustees.
3. The Financial Proposal and the terms of the applicable Phase Agreement must be approved by the Board of Trustees in a public meeting prior to execution.

H. Conflict Avoidance

1. During all stages of the development process, including but not limited to pre-development, development, and management, Authority personnel must take proactive measures to avoid any actual or perceived conflict of interest. Authority personnel will comply with requirements of UTA Policy UTA.01.01 Ethics.
2. The personal financial interests of any public officer or employee (as defined by the Utah Public Officer's and Employee Ethics Act) may not directly influence any aspect of the SAP, Master Plan, Site Design, Financial Proposal, or any other TOD associated instrument. Board of Trustees, Officers of the Board and Local Advisory Council Members will comply with requirements of Board Policy 1.2 Ethics.
3. The ENA must contain an appropriate conflict avoidance disclosure and avoidance requirements.

I. Management

1. During construction, the Development Team coordinates with the Authority and municipality staff to reasonably mitigate any negative effects to transit operations and Authority patrons due to construction activities.
2. After construction is complete, the Authority ensures compliance with all applicable agreements, tracks revenue distributions, and confirms that policies, procedures, and Federal obligations are met.
3. All revenue generated by FTA-approved Joint Development projects will be treated as Program Income.

4. All one-time revenues generated by a major capital event (such as a sale or refinancing of a TOD project) may be reserved and used for future TOD-supportive capital expenditures.

Cross References: 49 USC 5315 – DOT Private Sector Participation; FTA C 7050.1- FTA Joint Development Circular; Utah Code Section 17B-2a-804 - Public Transit District Act; Utah Code Section 67-16 - Utah Public Officers’ and Employees’ Ethics Act; Board Policy 1.2 Ethics; Board Policy 3.3 Capital Development Project Implementation; Board Policy 5.2 Real Property; UTA.01.01 Ethics Policy; UTA.06.03 Capital Asset Policy; Corporate Policy 2.2.1 Real Property

Approved this 13th day of March, 2024

Chair, Board of Trustees

Secretary of the Authority

Approved as to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Legal Counsel

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
2-20-2019	R2019-01-04	Revised to reflect process changes
06-12-2019	R2019-06-01	Renumbered and renamed from Executive Limitations Policy 2.2.4 – Transit Oriented Development to Board Policy No. 5.1 – Transit Oriented Development; revised to reflect name change from Local Advisory Board to Local Advisory Council.
02-21-2024	03-13-2024 R2024-03-01	Incorporated changes due to 2022 HB462 to Station Area Plan process; adds board approval for TOD Design Standards; adds LAC approval of a Master Plan; adds requirements for conflict avoidance.

Exhibit A

UTA TOD Planning and Development Process

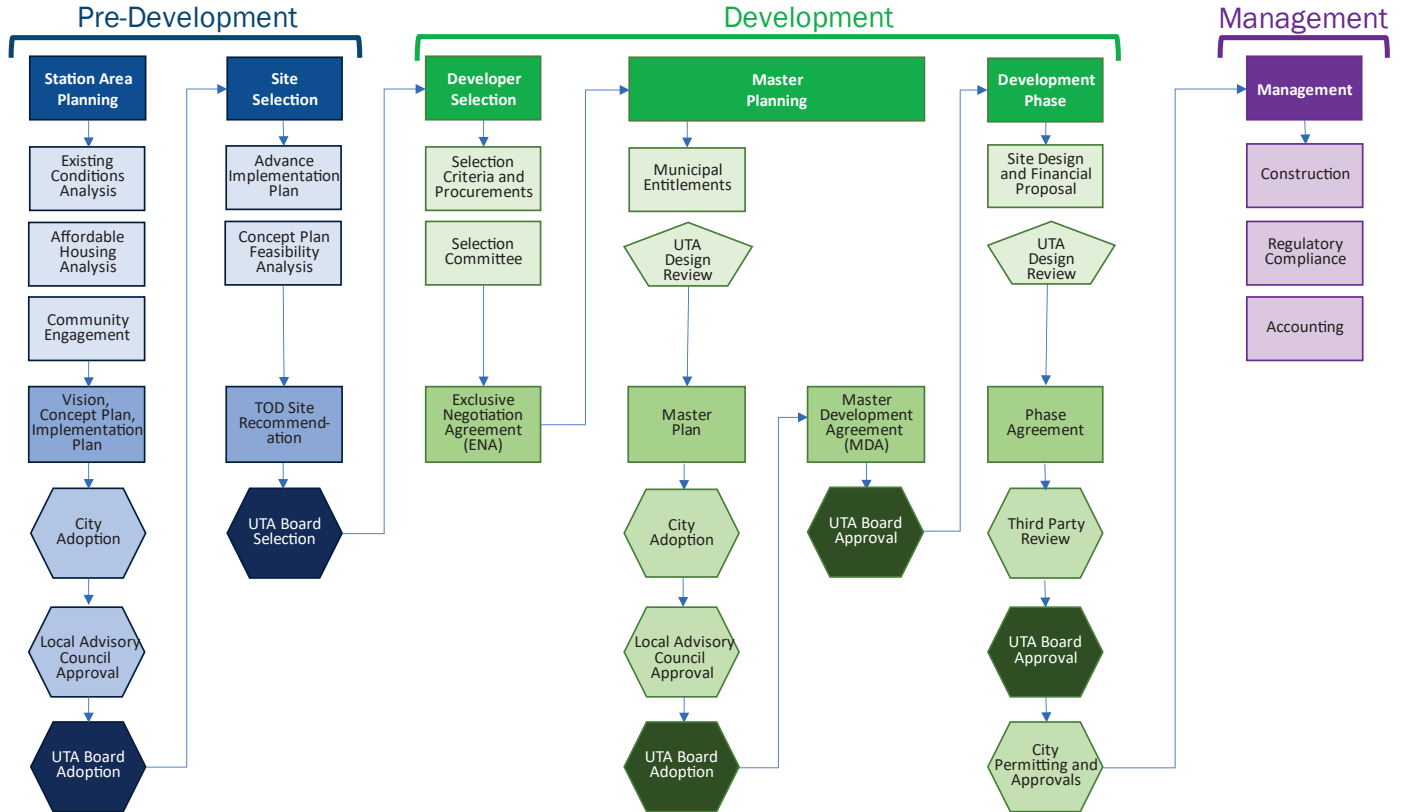


Exhibit B
(Revised Board Policy 5.2 – Real Property)



Real Property

Board of Trustees Policy No. 5.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to guide the acquisition, disposition, encumbrance, or other commitment or contracts for control or use of real property.

- II. Definitions:
 - A. “Approved Capital Development Project” means a capital development project, as defined in Board Policy 3.3 Capital Development Project Implementation, that has been approved by the Board of Trustees.

 - B. “Real Property Transaction” means the acquisition, disposition, encumbrance, or other commitment or contract for the control or use of real property.

- III. Policy:
 - A. Real Property Transactions
 1. The Board of Trustees must approve Real Property Transactions that:
 - a. have an aggregate value of \$200,000 or more, except when authority has been delegated for an Approved Capital Development Project as described in paragraph III.A.3. below
 - b. cause the Real Property Transaction line item in an Approved Capital Development Project budget to be exceeded
 - c. must be acquired through the use of eminent domain
 - d. result in a purchase price that exceeds the fair market value plus an administrative settlement permitted by federal regulations
 - e. convey property rights that interfere with the intended use of the property, transit operations, or continuing control of the property as required by federal requirements
 - f. result in the contracted sale or revenue amount previously approved by the Board of Trustees to decrease by fifteen percent (15%) or more
 - g. result in the contracted purchase or payment amount previously approved by the Board of Trustees to increase by fifteen percent (15%) or more
 - h. are for the acquisition, disposition or development of real property for the purpose of transit-oriented development, after consultation with the Local Advisory Council

2. The Board of Trustees must approve Real Property Transactions of \$1 million or greater by resolution.
3. The Board of Trustees may establish parameters, by resolution, that delegate authority to the Executive Director to approve Real Property Transactions of \$200,000 or more that have been included in an Approved Capital Development Project budget.

B. Annual Report

1. The Executive Director must present an annual report to the Board of Trustees that includes an inventory of real property and a summary of property acquisitions and dispositions occurring since the previous year report. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus.

Cross References: 42 USC 4651– Uniform Acquisition Policy for Federally Assisted Programs; FTA C 5010.1E- FTA Award Management Circular; Utah Code Section 17B-2a-804 - Public Transit District Act; Board Policy 1.3 Executive Relationships and Meetings; Board Policy 3.3 Capital Development Project Implementation; UTA.02.01 Spending Authority Policy; UTA.06.01 Transit Asset Management and State of Good Repair Policy; UTA.06.03 Capital Asset Policy; Corporate Policy 2.2.1 Real Property; Corporate Policy 3.1.12 Capital Assets

Approved this 13th day of March, 2024

Chair, Board of Trustees

Secretary of the Authority

Approved as to Form:

DocuSigned by:

70E33A415BA44F6...
Legal Counsel

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Policy Nos. 1.4.1a – Property – Acquisition, 2.2.2 – Property, and 1.4.1b – Property – Encumbrance into Board Policy 5.2 – Real Property.
02-21-2024	R2024-03-01 (03-13-2024)	Added LAC consultation for acquisition, disposition or development of real property; revised requirement for classification of real property; aligned definition of “Approved Capital Development Project” to Board Policy 3.3 Capital Development Projects Implementation.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bordeaux, Chief Planning and Engagement Officer
PRESENTER(S): Russ Fox, Director of Planning
Megan Waters, Director of Community Engagement
Alex Beim, Manager of Long Range and Strategic Planning

TITLE:

R2024-03-02 - Resolution Approving UTA Moves 2050 - Long Range Transit Plan (LRTP)

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2024-03-02 to approve the UTA Moves 2050 - Long Range Transit Plan

BACKGROUND:

UTA has completed a final draft of UTA Moves 2050, UTA's 30-year Long Range Transit Plan (LRTP) focused on understanding and responding to the future needs of the communities we serve. This plan will provide a comprehensive, system-wide vision to guide UTA's planning into the future.

The LRTP will serve as a complementary planning process to the Regional Transportation Plans (RTPs) developed by Mountainland Association of Governments (MAG) and Wasatch Front Regional Council (WFRC). Like the RTPs, the LRTP will be updated on a 4-year cycle. Unlike the RTPs, the LRTP will include all aspects of local and regional transit service delivery across the UTA service area.

The Local Advisory Council received updates on the development of the plan at their September 27, 2023 meeting and were invited to provide feedback during the development and feedback period last fall. The Council approved Resolution AR2024-02-01 to approve the UTA Moves 2050 - Long Range Transit Plan and recommend adoption by the Authority's Board of Trustees.

DISCUSSION:

UTA has developed a 30-year vision, in alignment with the 2030 UTA Strategic Plan, informed by existing MAG,

WFRC, Utah Department of Transportation (UDOT), and UTA plans, as well as a system wide needs assessment, and community input.

The draft vision contains four investment strategies:

- 1) Maintain our System
- 2) Enhance our System
- 3) Expand the Frequent Service Network
- 4) Serve Growth Areas

Highlights of the 2023 - 2050 Vision and Plan Network will be shared, as well as the next steps, including:

- The LRTP becomes an ongoing UTA program
- LRTP is incorporated into regional planning processes
- Updates to financial assumptions
- Ongoing public engagement
- Next plan update occurs in sync with RTPs - 2027

Additional plan details, including an interactive map, plan document, and appendices are available at:

<https://rideuta.com/lrtp>

ALTERNATIVES:

If the LRTP is not adopted, UTA planning would look for additional feedback to incorporate into a revised plan. The revised plan would once again be put forward for consideration by the Local Advisory Council members, other stakeholders, the public, and the Board of Trustees.

FISCAL IMPACT:

The project consultant budget was \$399,500.

The LRTP Vision Network costs include \$6.7 billion in capital costs and \$225 million in additional annual operating costs.

ATTACHMENTS:

Resolution, including the following as Exhibits:

- UTA Moves 2050 Long Range Transit Plan
- UTA Moves 2050 Project Sheets - Phase I

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE PROPOSED
30-YEAR LONG RANGE TRANSIT PLAN**

R2024-3-02

March 13, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Authority has developed a Thirty-Year Long Range Transit Plan referred to as “UTA Moves 2050” (the “LRTP”) which serves as a complementary planning process to the Regional Transportation Plans and aligns with UTA’s 2030 Strategic Plan. The LRTP includes all aspects of local and regional transit service delivery across the UTA service area.

WHEREAS, the Authority submitted its proposed LRTP to the Local Advisory Council in AR2024-02-01, which the Council approved and recommended approval by the Board of Trustees (“Board”) at its February 21, 2024 meeting; and

WHEREAS, the Board has reviewed the Authority’s proposed Long Range Transit Plan and believes it is in the best interest of the Authority and all constituents to approve the LRTP.

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

1. That the proposed Long Range Transit Plan also known as “UTA Moves 2050”, attached hereto as Exhibit A, is hereby approved.
2. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 13th day of March 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
Legal Counsel

Exhibit A

2023-2050 Long-Range Transit Plan



UTA Moves 2050

**Utah Transit Authority
Long-Range Transit Plan
2023-2050**

December 2023





UTA PROJECT TEAM

Alex Beim
 Dede Murray
 Megan Waters
 Jem Locquiao
 Joey Alsop
 Janelle Robertson
 Hal Johnson
 Jacob Ekker
 Catherine Bhaskar
 Brad Parkin
 Leo Masic
 Marcus Bennett
 Kayla Kinkead
 Clint Campbell
 Maria Vyas (Fehr & Peers)

UTA POLICY COMMITTEE

Alisha Garrett
 Cheryl Beveridge
 Kimberly Shanklin
 Mary Deloretto
 Nichol Bourdeaux
 Viola Miller
 Daniel Hofer
 Dave Hancock
 Kevin Anderson
 Kyle Brimley
 Paul Drake
 Russ Fox
 Sheldon Shaw
 Shule Bishop
 Tracy Young
 Jaron Robertson
 Andres Colman
 Camille Glenn
 Mary DeLaMare-Schaefer
 Zachary Thomas
 Dave Beecher
 Pam Thrasher
 Stacey Palacios
 Troy Bingham

UTA BOARD OF DIRECTORS

Carlton Christensen,
 Board Chair,
 Representing Salt Lake County
 Beth Holbrook,
 Representing Davis, Weber, and Box Elder Counties
 Jeff Acerson,
 Representing Tooele and Utah Counties

UTA EXECUTIVE DIRECTOR

Jay Fox

REGIONAL PARTNERS

Wasatch Front Regional Council (WFRC)
 Mountainland Association of Governments (MAG)
 Utah Department of Transportation (UDOT)

CONSULTANT TEAM

Nelson\Nygaard
 Parametrix

Contents

Setting the Stage 5
 Why Develop a Long Range Plan? 6
 What Can UTA Learn From Peer Agencies? 7
 Project Timeline..... 8
 How Does UTA Moves 2050 Help UTA Achieve Its Strategic Goals? 10
 UTA Now: Gaps, Challenges, and Opportunities 12
 Key Opportunities 16

Investment Strategies 19
 Maintain Our System 20
 Enhance Our System 20
 Expand Our Frequent Service Network 21
 Serve Our Growth Areas..... 21

Community Engagement..... 23
 How Did We Engage With the Community? 24
 Getting Online Input on the Vision Network 26
 What Did We Hear? 28

UTA Moves 2050 Network 31
 Vision Network 32
 Financially Constrained Plan Phasing 38
 Plan Network..... 40
 Phase 1: 2023-2032..... 42
 Phase 2: 2033-2042..... 44
 Phase 3: 2043-2050 46
 Box Elder, Weber, and Davis Counties..... 48
 Salt Lake and Tooele Counties..... 50
 Utah County 52
 Why Is Sunday Service Important? 54
 Corridor Preservation 56
 Vision Needs 58
 Concurrent Planning Efforts 60
 Community Vision Efforts 61

What Is Needed to Realize the UTA Moves Vision? 63
 Workforce 64
 Transit-Supportive Land Use Context..... 66
 Next Steps..... 67

Additional plan details and maps available at: rideuta.com/LRTP



1

Setting the Stage

- Why Develop a Long-Range Plan?
- What Can UTA Learn From Peer Agencies
- Project Timeline
- How Does UTA Moves 2050 Help UTA Reach Its Strategic Goals?
- UTA Now: Gaps, Challenges, and Opportunities
- Key Opportunities

Why Develop a Long-Range Plan?

Continuing investments in transit are necessary to support our region’s rapid growth and expand access to schools, jobs, care centers, parks, and essential services for current and future residents.

Where and how we grow affects the transportation network. UTA is developing a Long-Range Transit Plan for the next 30 years as a vision for the future of public transportation. This plan, UTA Moves 2050, focuses on understanding and responding to the needs of the community we serve today, tomorrow, and beyond.

The Mountainland Association of Governments and the Wasatch Front Regional Council both adopted Regional Transportation Plans in 2023. UTA Moves 2050 elevates the projects proposed in these plans while also developing new projects focused on regional continuity and access.

What Can UTA Learn From Peer Agencies?

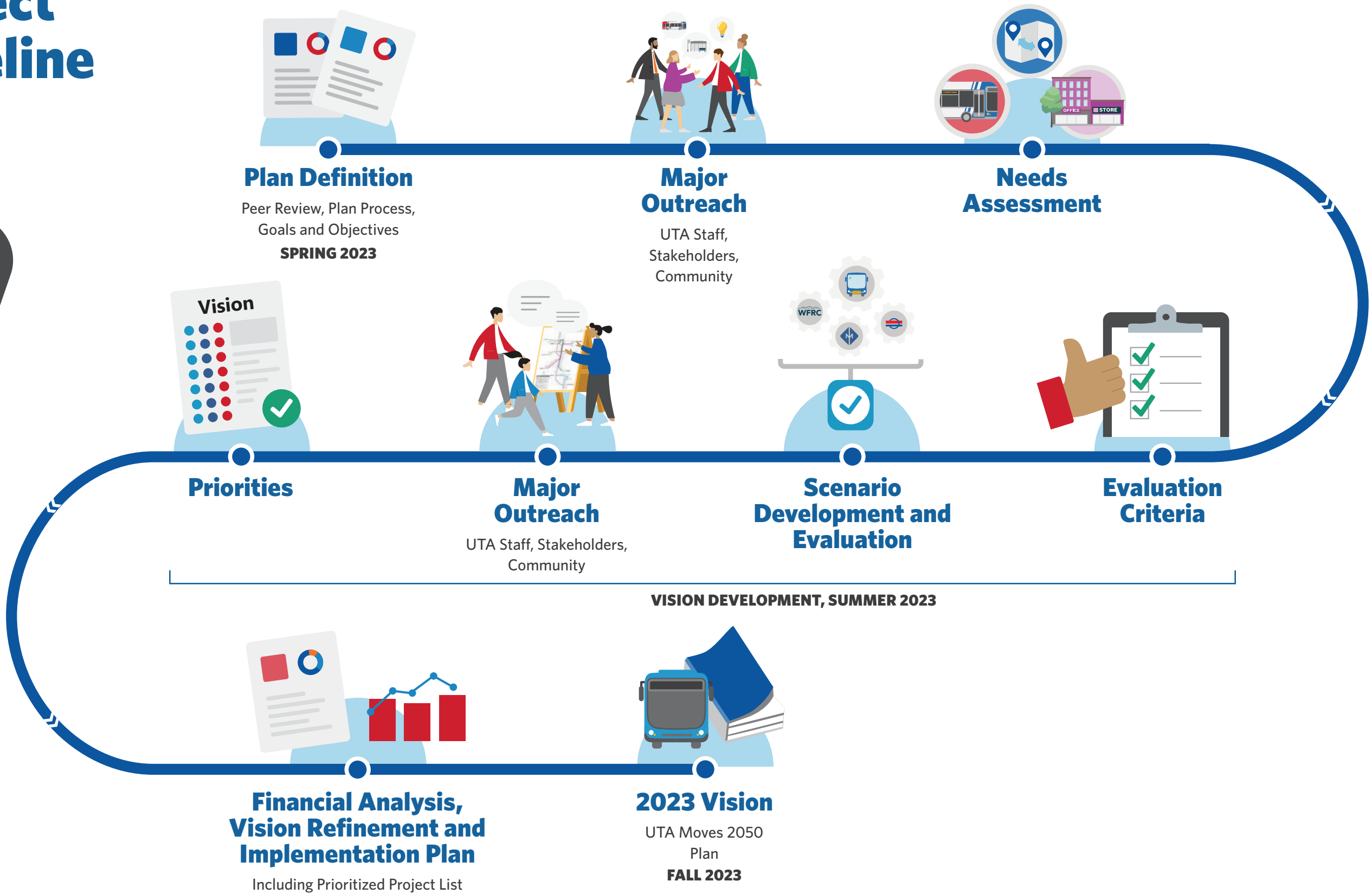
Most big agencies have a long-range transit plan that outlines the vision, priorities, and budget needs for improving regional mobility.

Five different multi-modal agencies were examined to inform the UTA Moves 2050 process. Key takeaways from the Los Angeles, Austin, Denver, Seattle, and Vancouver long-range transit plans include:

- Recommended investments have a clear connection to regional vision and goals
- The process defines the relationship between social equity, environmental considerations, and transit
- Keep recommendations at a high level, with enough detail to execute actions
- Show how investing in transit will improve mobility for the region
- Engage the public and use feedback to help prioritize investments



Project Timeline



How Does UTA Moves 2050 Help UTA Achieve Its Strategic Goals?



Build Community Support
Investments in public transit service and capital projects are made equitably. Public transit connects places of opportunity with people who rely on it.



Achieve Organizational Excellence
Riding transit is a safe and comfortable experience from door to door.
Public transit is reliable and frequent and is an affordable alternative to driving.



Move Utahns to a Better Quality of Life
Public transit is sustainable and supports a low- and no-emissions transportation system offering connections and opportunities for people to walk, roll, and bike.



Exceed Customer Expectations
Public transit service is delivered efficiently and cost-effectively.



Generate Critical Economic Return
Public transit improves access and connectivity between where people live and centers of activity, jobs, and essential services.

UTA Now: Gaps, Challenges, and Opportunities

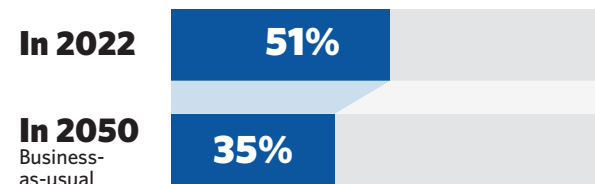
This section explains how well transit currently serves our region, where growth is expected to occur (and what this means for transit), and what the key opportunities are for UTA over the next three decades.

How Well Is Transit Serving Our Region?

Our long-term goal is to have 70% of the population within a half-mile walk of a transit service. Our weekday service network is within a half-mile walk of 62% of current residents and 75% of current jobs. However, these numbers drop to only 35% of residents and 46% of jobs in 2050, based on anticipated growth in the UTA service area, if business continues as usual. Growth patterns, where people will live and work in the future, show an increase in population and employment opportunities at the edges and outside the UTA service area.

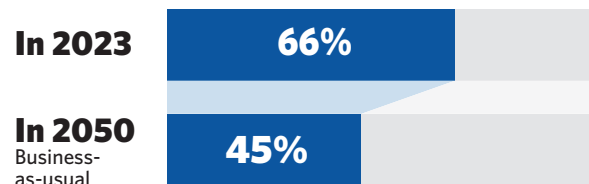
RESIDENTS

What percent of **residents** in the UTA service area live within 1/2 mile of a transit route?

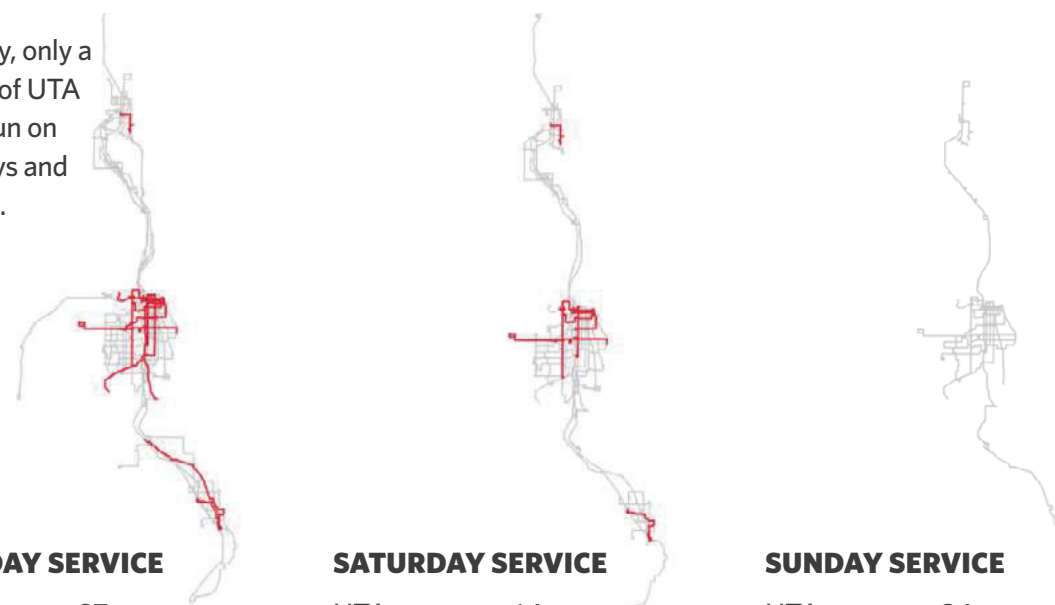


JOBS

What percent of **jobs** in the UTA service area are within 1/2 mile of a transit route?



Currently, only a fraction of UTA routes run on Saturdays and Sundays.



WEEKDAY SERVICE

UTA operates 87 routes on weekdays, with **18 frequent routes**.

SATURDAY SERVICE

UTA operates 64 routes on Saturdays, with **11 frequent routes**.

SUNDAY SERVICE

UTA operates 34 routes on Sundays, with **no frequent routes**.

Which Land Uses Support Which Types of Transit?

The amount and type of transit that is feasible along a corridor depends on which land uses are within walking distance.

- Corridors with more people, jobs, and destinations nearby can support more frequent service, including rail.
- Routes typically require strong anchors at both ends, with activity centers and density along the length of the route.
- Corridors with lower density land uses, by contrast, may only be able to sustain certain types of transit like local bus or on-demand service.
- To support any transit that runs on a fixed schedule, a corridor needs at least 15 residents per acre or 10 jobs per acre, or a combination. This is a Transit-Supportive Area.
- Innovative Mobility Zones can provide owl service (late-night service) when other transit services are not practical.



The diagram below illustrates which types of transit can be appropriate on corridors with different kinds of land uses.

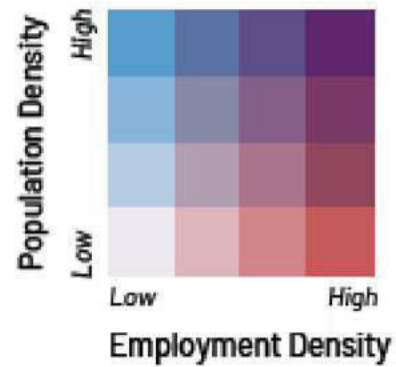
	What Is the Land Use of the Corridor?	Residents per Acre	Jobs per Acre	Appropriate Types of Transit
Transit-Supportive Area	Downtowns and High Density	>45	>25	TRAX, Rapid Bus, Enhanced Bus, Frequent Bus, Local Bus, Innovative Mobility Zone
	Urban Mixed Use	30-45	15-25	Rapid Bus, Enhanced Bus, Frequent Bus, Local Bus, Innovative Mobility Zone
	Neighborhood and Suburban Mixed Use	15-30	10-15	Local Bus, Innovative Mobility Zone
	Low Density	<15	<10	Innovative Mobility Zone

What Is the Future of Our Region?

Our region is growing rapidly, which brings both challenges and opportunities. Where and how we grow affects the transportation network. UTA Moves 2050 works to address these impacts through visioning for the future. We're working together to create a plan that best serves our region.

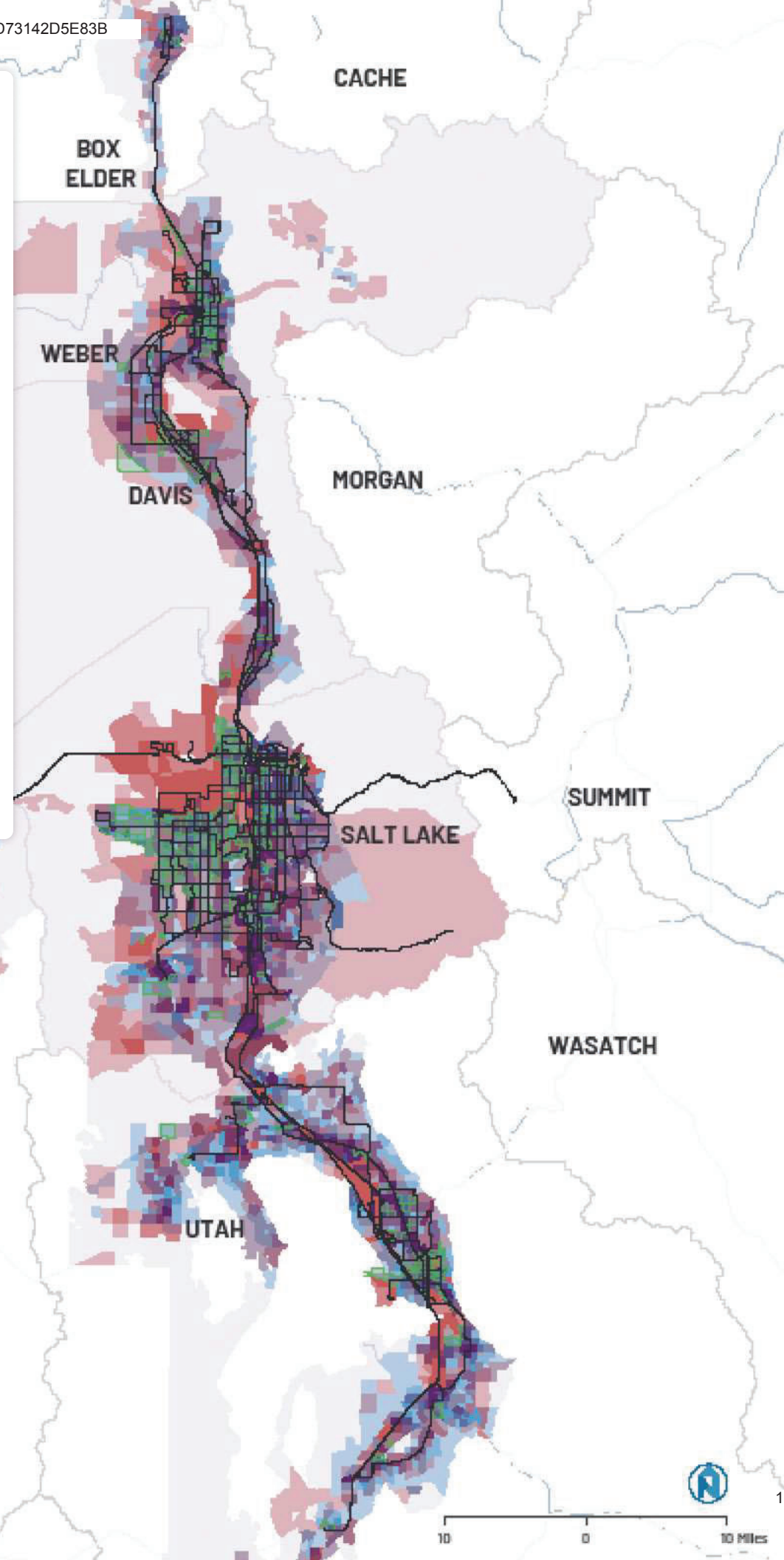
The Wasatch Front Regional Council identified Equity Focus Areas using factors such as the percentage of low-income households and of persons identifying as members of racial and ethnic minorities in each census block group.

Much of UTA's current network provides service to Equity Focus Areas, but some communities with Equity Focus Areas are outside the current UTA network.



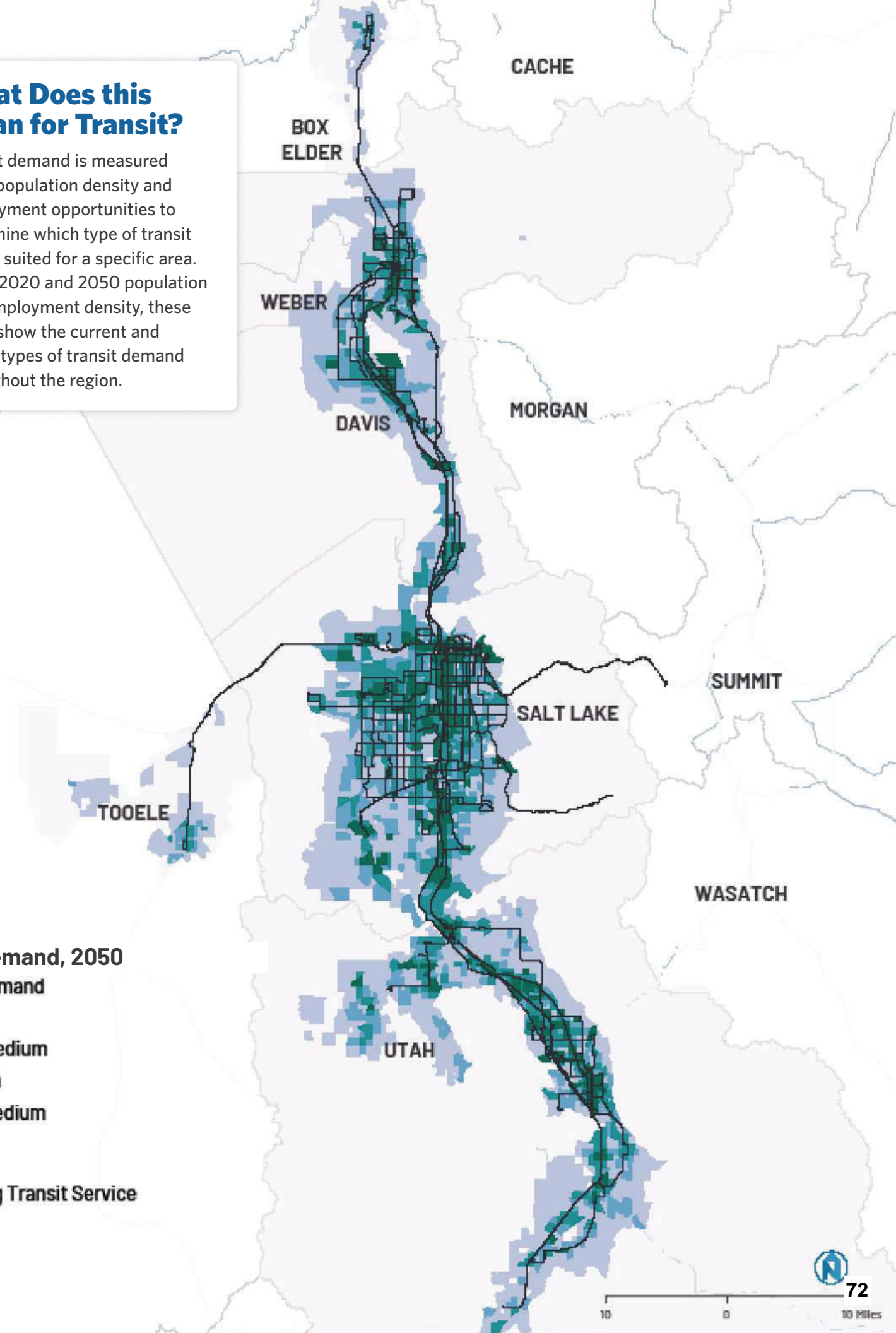
Existing Transit Service

Equity Focus Area



What Does this Mean for Transit?

Transit demand is measured using population density and employment opportunities to determine which type of transit is best suited for a specific area. Using 2020 and 2050 population and employment density, these maps show the current and future types of transit demand throughout the region.



Key Opportunities

- 1 GROWTH**
Preparing to improve service to growing areas as they become transit-supportive
- 2 FREQUENCY AND SPAN**
Increasing frequency and span on popular and productive routes
- 3 WEEKEND SERVICE**
Expanding weekend service
- 4 EAST-WEST SERVICE**
Improving east-west connectivity where possible in areas with primarily north-south service
- 5 TRAVEL PATTERNS**
Adjusting service to align with changing travel patterns

Where significant growth is forecast

- Increasing service frequency and span will be critical to serving higher demand.
- Coordinating with land use planning will focus growth in Transit-Supportive Areas that are adjacent to one another rather than decentralized.



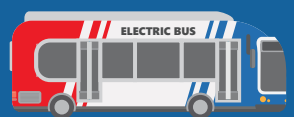
2

Investment Strategies

- Maintain Our System
- Enhance Our System
- Expand Our Frequent Service Network
- Serve Our Growth Areas

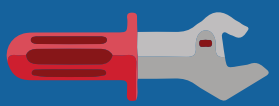
Maintain Our System

Maintain the infrastructure and human resource investments we've already made.



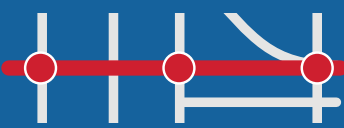
FLEET

Upgrade fleet to reduce emissions.



STATE OF GOOD REPAIR

Keep equipment and facilities at high level of performance.



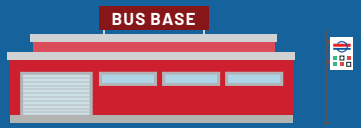
CORRIDORS

Retain right-of-way in the future in areas planning on transit-supportive growth



WORKFORCE

Invest in improving skills and attracting and retaining staff.



FACILITIES

Maintain and construct facilities necessary to operate transit centers, transfer and layover locations, bases, and park-and-rides.

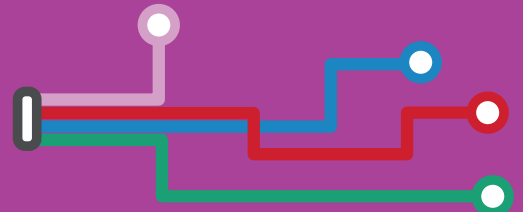
Expand Our Frequent Service Network

Make buses and trains come more often: service every 15 minutes or better makes service more attractive.



BUSES

A network of up to 45 frequent bus routes that come every 15 minutes or better, seven days a week, featuring innovations and roadway improvements to keep buses on time.



FRONTRUNNER AND TRAX

More frequent FrontRunner and added TRAX service makes transit more attractive.

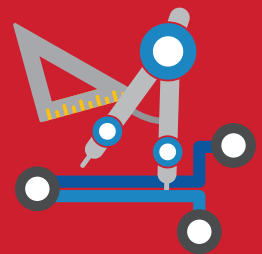
Enhance Our System

Improve the system by making it faster, more reliable, easier to understand, and more responsive.



INFORMATION

New types of service information and new ways to access it.



CAPITAL

Capital improvements in dense and growing areas to make service better and more reliable.



TECHNOLOGY

Commitment to improving technology for all modes of transit, particularly Paratransit and OnDemand services.



RELIABILITY

Fast and reliable service is important to existing riders and attracting new ones.

Serve Our Growth Areas

Expand service to areas that will see new transit-oriented development or activity.



LOCAL SERVICE

More local bus service, including more frequent service, more routes, and creative new transportation options to meet community needs and connect people to the regional transit system.



EARLIER AND LATER SERVICE

Operate earlier in the morning and later at night, seven days a week.



NEW SERVICE

Up to 25 new bus routes or Innovative Mobility Zones (IMZs) will expand to serve growing areas. IMZs can include on-demand services, bike share, or ridesharing.



3

Community Engagement

- How Did We Engage With the Community?
- Getting Online Input on the Vision Network
- What Did We Hear?

How Did We Engage With the Community?



LISTENING SESSIONS
57
57 municipalities took part in Listening Sessions at the start of the planning process. UTA asked for input on community vision, land use, and mobility goals.



VIRTUAL TOWN HALLS
2
virtual Town Halls hosted by UTA provided a brief overview of UTA Moves 2050, followed by a question-and-answer session.



PUBLIC MEETINGS
8
public meetings were throughout the region hosted by UTA. The purpose of these meetings was to inform the public about investment strategies in UTA Moves 2050 and obtain feedback on priorities.



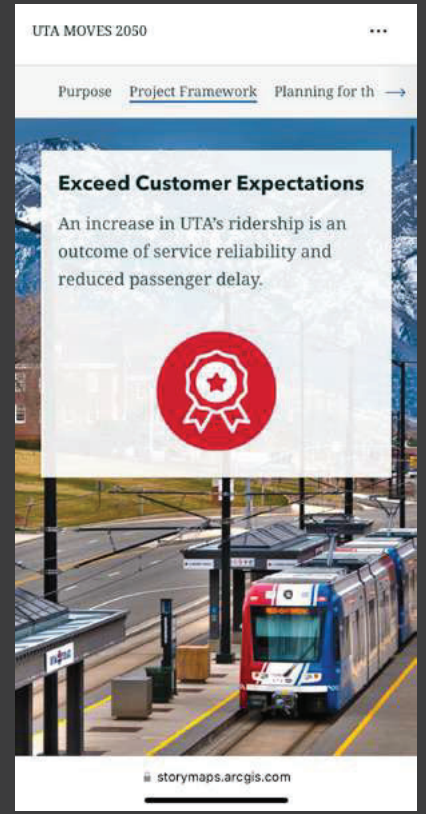
SOCIAL MEDIA
82,810
social media impressions were received across 38 posts made by UTA on UTA Moves 2050.



ONLINE SURVEY
1,605
respondents completed the online survey between August and October 2023. The survey was web- and map-based, enabling community members to provide comments on the Vision Network.

STORYMAP

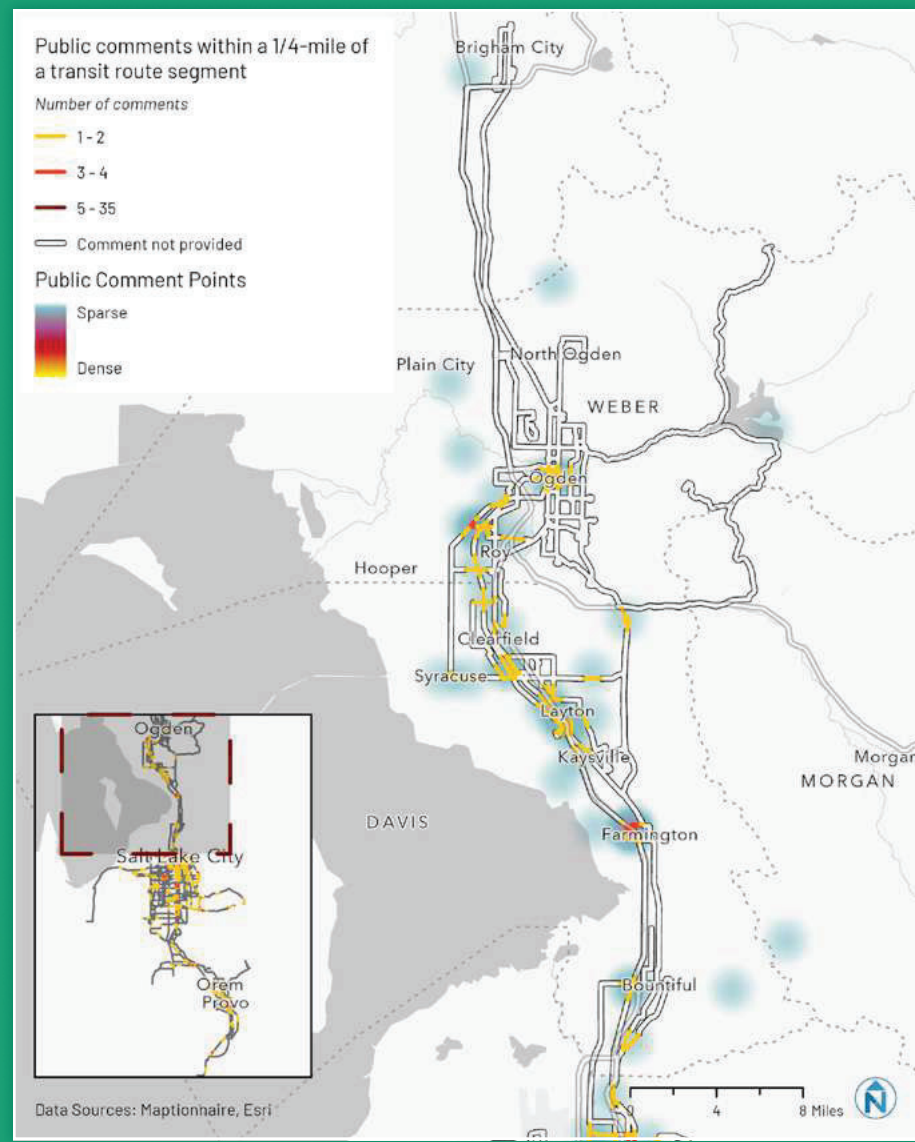
The StoryMap was an accessible, interactive document to inform the public of project findings, display the draft Vision Network, post information about upcoming outreach events throughout the region, and much more. The StoryMap contained interactive graphics, detailed demographic and transit maps, and informative text about each element of the project. As the project closed, the StoryMap was updated to show final plan outcomes and results.



Getting Online Input on the Vision Network

Public input served as a guiding factor in the development of the Vision Network.

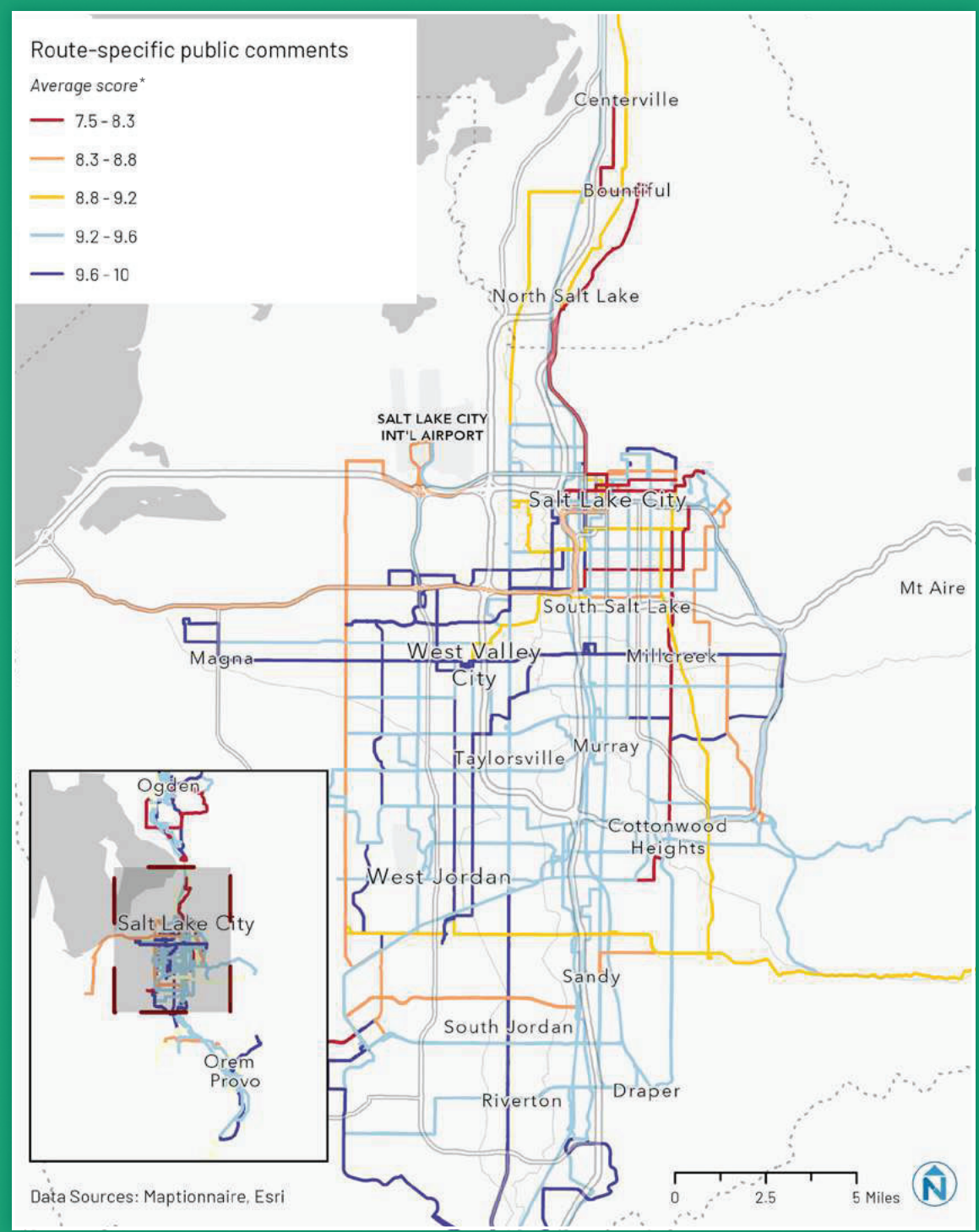
UTA Moves 2050 used Maptionnaire, an interactive mapping platform, to allow community members to comment directly on new features of the UTA Draft Vision Network, drop comments onto the map about specific places throughout the UTA region, and answer demographic questions. Each response, while anonymous, was linked to the respondent's demographic information and allowed UTA to review comments specific to historically underrepresented groups, transit-dependent groups, and more.



Location-Based Comments

Respondents were encouraged to leave comments anywhere on the map to show places they'd like to visit, places they'd like to have more frequent or later night service, or anything else they'd like UTA to know.

On the left is a heat map, highlighting areas receiving the most comments from the public.



Comments on Projects

Respondents could comment on each route proposed in UTA Moves 2050's Draft Vision Network and were asked to prioritize the creation, maintenance, or expansion of the route when they submitted a comment. The map above presents the Draft Vision Network, with routes in blue receiving the most comments from the public and routes in red receiving the fewest comments.

* Level of priority weighted by number of responses

What Did We Hear?

Everyone has unique transportation needs. Respondent priorities from both Maptionnaire and the survey varied based on income, disability, and age. The findings on this page highlight differences and similarities between categories of respondents.

What we heard from the community during this effort as well as the 2023 Five-Year Service Plan helped to inform and set priorities for the UTA Moves 2050 Vision Network.

What About the Five-Year Service Plan?

The Five-Year Service Plan is updated every two years and serves as a dynamic guide for UTA's near-term future. For the most recent Five-Year Service Plan, adopted in 2023, UTA conducted extensive public outreach, which included a survey that gathered over 3,000 responses. The same survey was used to gather feedback for UTA Moves 2050, and combined, the two rounds of survey results reached 4,000 responses. The results from that survey and other outreach efforts guided the outreach efforts for UTA Moves 2050. Here are a few findings from the Five-Year Service Plan survey:

- Among riders, people prioritized enhanced frequency and expanded coverage to connect more jobs, services, and neighborhoods
- 48% of non-rider respondents said they don't take transit because there is no service where they live.
- When asked what they value most in transit service, respondents ranked improved frequency as the most valuable.



FREQUENCY AND FRONTRUNNER

Expanding the **Frequent Service Network** and extending **FrontRunner** were the top two priorities among respondents.

FREQUENCY OVER COVERAGE

More respondents preferred **increasing frequency** at existing stops over expanding coverage.

RESPONDENTS WITH LOW INCOMES

Respondents with a **lower income** (making less than \$19,000 annually) **prioritized** expanding the **Frequent Service Network**.

RIDER AND NON-RIDER RESPONSES

Between **riders and non-riders**, the rankings to **expand frequent service** are very similar. There is a slightly higher number of non-riders who rank expanding frequent service a top priority.

ACCESS AND NON-RIDERS

Non-riders want more routes, which may mean that a lack of transit access near their homes or workplaces is the reason they do not ride transit.

RESPONDENTS WITH A DISABILITY

Respondents with a **disability** indicate a strong desire for expanded **evening service, new routes**, and adding **weekend service**.

RESPONDENTS WITH HIGH INCOMES

For respondents with a household **income over \$100,000** the highest priorities are expanding the **Frequent Service Network** and expanding **FrontRunner**.





4

UTA Moves 2050 Network

- Vision Network
- Financially Constrained Plan Phasing
- Plan Network
- Phase 1: 2023-2032
- Phase 2: 2033-2042
- Phase 3: 2043-2050
- Box Elder, Davis, and Weber Counties
- Salt Lake and Tooele Counties
- Utah County
- Why is Sunday Service Important?
- Corridor Preservation
- Vision Needs
- Concurrent Planning Efforts
- Community Vision Efforts

Vision Network

The UTA Moves 2050 Vision Network is designed to provide more service, more choices, and an easy-to-use system over the next 30 years. It is financially unconstrained, meaning not everything in this network can be realized.

The Vision Network enhances existing service while identifying key capital investments to support regional growth in the coming decades. It uses the four UTA Moves 2050 investment strategies — Maintain Our System, Enhance Our System, Expand Our Frequent Service Network, and Serve Our Growth Areas — to identify and prioritize projects throughout the UTA region.

What Does the Vision Network Accomplish?



PROVIDES MORE TRANSIT

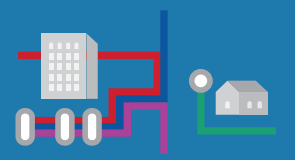
The Vision Network includes 110 routes, 49 of which operate at least every 15 minutes all day.

110

Total Routes

49

Frequent Routes



SERVES MORE PEOPLE AND JOBS

With the Vision Network, transit within half a mile would be available to 51% of people and 61% of jobs.

365K

Additional People

250K

Additional Jobs



GETS MORE RIDERS ON BOARD

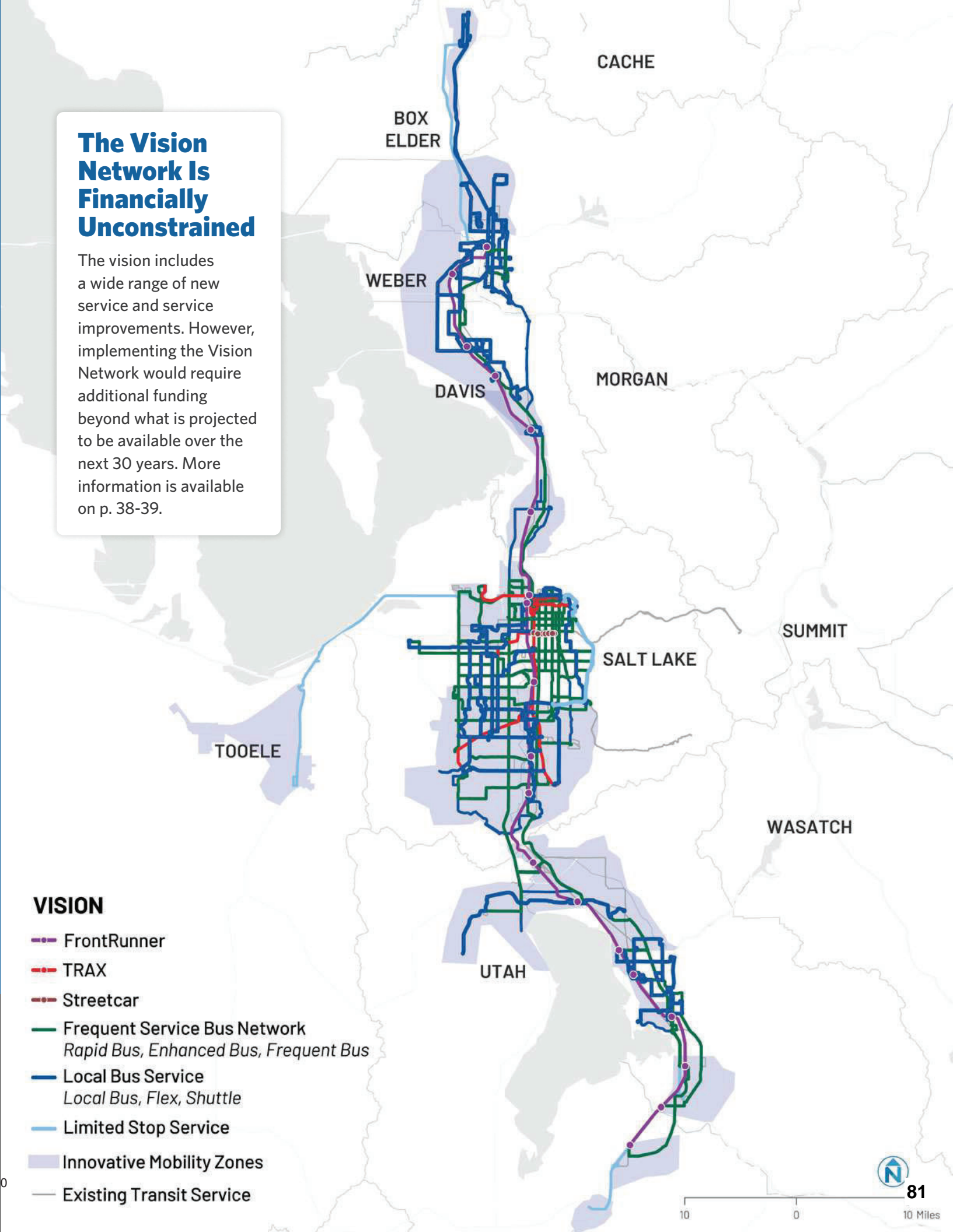
The Vision Network is expected to increase ridership to over 480,000 weekday daily riders in 2050, up from 150,000 in 2019.

300K+

New riders per Weekday

The Vision Network Is Financially Unconstrained

The vision includes a wide range of new service and service improvements. However, implementing the Vision Network would require additional funding beyond what is projected to be available over the next 30 years. More information is available on p. 38-39.



- VISION**
- FrontRunner
 - TRAX
 - Streetcar
 - Frequent Service Bus Network
Rapid Bus, Enhanced Bus, Frequent Bus
 - Local Bus Service
Local Bus, Flex, Shuttle
 - Limited Stop Service
 - Innovative Mobility Zones
 - Existing Transit Service

What Does the Vision Network Cost?

\$6.7B
Capital cost¹

\$225M
Additional annual operating cost

Note: ¹ The approved 2023 RTPs include approximately \$4B in additional unfunded capital costs that are not shown in the LRTP Transit Vision.

What Types of Transit Does the Vision Network Recommend for Different Land Use Contexts?

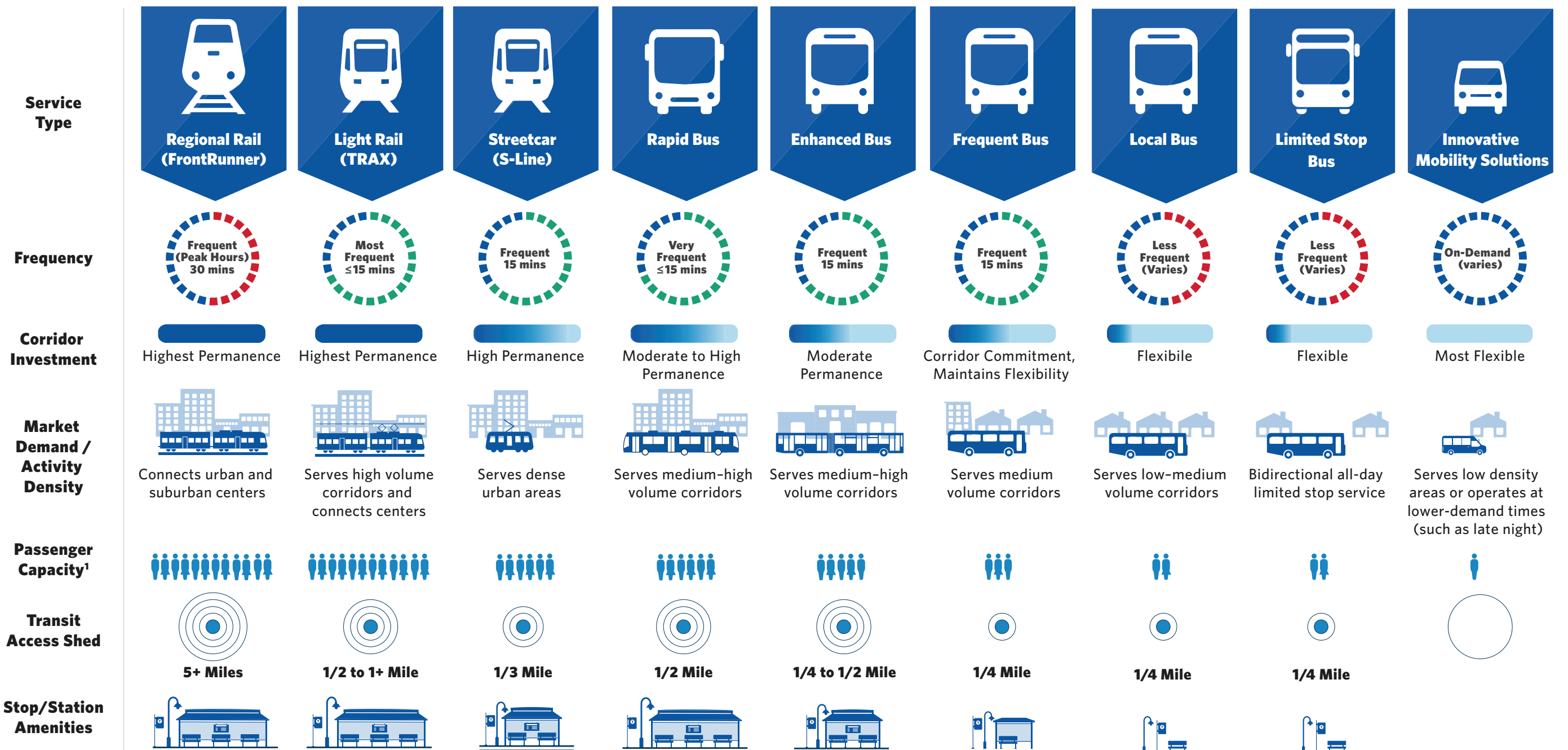
UTA Moves 2050 recommends a family of transit services suitable for different levels of transit demand and land use contexts. The diagram below provides an overview of each type of transit.

Note: For every service type except FrontRunner, Limited Stop Bus, and Innovative Mobility Solutions, expanding service area coverage (or span of service) for fixed-route transit service will require additional ADA Paratransit service.

Transit services include:

- Innovative Mobility Solutions, including on-demand service, for low-density areas, or when and where other types of services are not feasible (see p. 37 for more information on Innovative Mobility Zones).
- Five categories of bus service ranging from limited stop bus, local bus, and frequent bus to Enhanced Bus and Rapid Bus service that offer a combination of very frequent service and moderate to high levels of investment in speed and reliability improvements.
- The three forms of rail present in the UTA network today: FrontRunner regional commuter rail, TRAX light rail, and S-Line streetcar.

Frequent Service Network 15 minute or better all-day service including weekends



¹Based on vehicle capacity and frequency
R2024-03-02

What Changes and Improvements Are Included in the Vision Network?



Expanding the Frequent Service Network

Currently, UTA operates 18 frequent service routes—routes with 15-minute or better service—on weekdays, 11 on Saturdays, and none on Sundays.

In the Vision Network, many local routes are upgraded to frequent service routes and new frequent routes are created to serve high density corridors.

Examples of frequent service projects include the Central Corridor bus rapid transit project around Provo, the UVX extension to Vineyard, and making TRAX more frequent in Salt Lake County.



Local Service

While some areas don't have the density to support 15-minute service, UTA is committed to improving local service by providing new areas of service and improving 60-min service to 30-min service.



FrontRunner Forward

UTA's regional commuter rail service currently provides service between Ogden and Provo.

In the Vision Network, FrontRunner runs up to every 15 minutes at peak times and runs on Sundays (contingent on double-tracking improvements) as well as extends further south to Payson to account for expected population growth and regional commuting pattern.



Operating Earlier In the Morning and Later at Night

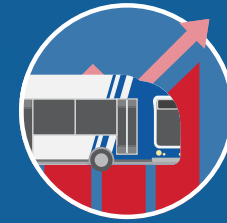
Expanding hours of bus operation can provide more people with access to transit without requiring additional capital investments.



Improved Weekend Service

UTA operates 87 routes during the week, 64 routes on Saturdays, and 34 routes on Sundays.

Expanding weekend bus service can provide more people with access to transit, seven days a week, without requiring additional capital investments.



More Direct Connections and Service Expansion

UTA's current network provides excellent regional coverage.

The Vision Network builds on that system while taking into account the projected growth in both population and employment opportunities. Direct connections to Eagle Mountain, Salem, the Salt Lake City Airport, West Valley City, Hill Air Force Base, Farmington, and bi-directional limited stop service will provide access to regional destinations and support transit use within local communities.



Innovative Mobility Zones

Not every area within the UTA region can support fixed-route service due to factors like geographic hurdles or limited transit demand.

The Vision Network identifies areas with some demand that cannot support fixed-route service and proposes a series of Innovative Mobility Zones (IMZs), which could include a variety of first and last mile solutions. See definition to the right.

What are Innovative Mobility Zones (IMZs)?

An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.

See [Innovative Mobility](#) on the UTA website for additional and evolving information on these services.



Financially Constrained Plan Phasing

The Vision Network is financially unconstrained. Not everything proposed in the Vision Network can be implemented due to UTA's current and projected financial constraints over the next 30 years.

Financial Capacity

The 2023 adopted Regional Transportation Plans (RTP) by the Mountainland Association of Governments and Wasatch Front Regional Council based their fiscally constrained plans on future funding scenarios that include new revenue sources. UTA's financial capacity to implement the 2050 UTA Moves Vision Network builds on the RTPs' financial projections.

Implementing the UTA Moves 2050 Vision Network requires over \$6.5B in capital and \$225M annually in operating dollars. Existing funding outlined in the RTP suggest that the Vision Network requires an additional \$46M in capital funding and an additional \$60M annually in operating funding.¹ Investments in the 2050 UTA Moves Vision Network must be prioritized to determine which best meet regional mobility needs.

The table below presents capital, operating, and maintenance costs for each phase as well as the Vision Network.

Phase	Total Capital Cost	Annual Operating & Maintenance Cost
1	\$2.7B	\$100M
2	\$2.2B	\$65M
3	\$1.8B	\$25M
Total: Phases 1-3	\$6.7B	\$190M
Additional Cost to Realize Vision Network ¹	\$50M	\$60M

Note: Costs are in 2023\$ and include both RTP projects based on RTP phasing and additional elements from UTA Moves 2050.

¹ The approved RTPs include approximately \$4B in additional unfunded capital costs that are not shown in the LRTP Transit Vision.

Prioritizing UTA Moves 2050 Investments

The two RTPs provide a roadmap for which projects to prioritize based on operating and maintenance costs, projected ridership demand, and regional connectivity. The RTPs implement investments in three phases: Phase 1 (2023-2032), Phase 2 (2033-2042), and Phase 3 (2043-2050).

UTA Moves 2050 developed an evaluation process that was consistent with UTA's Strategic Goals and assessed every potential service investment. This includes investments found in the RTPs as well as local service improvements not found in the RTPs. Specific criteria included anticipated ridership, how an investment served existing destinations and high growth areas, capital and operating costs, public support, and social equity measures.

Investments ranging from High Capacity Transit to new local routes that best met the criteria were prioritized for implementation, based on costs and potential benefits. The implementation timeline is consistent with the RTP implementation phases.

Investments in the 2050 UTA Moves Vision that are not identified in one of the three phases are considered **unfunded** and a post-2050 implementation timeline is assumed unless additional funding becomes available.



Plan Network

The UTA Moves 2050 Plan Network is financially constrained. It is designed to provide more service, more choices, and an easy-to-use system over the next 30 years, within the resources UTA projects to be available.

The Plan Network prioritizes the most effective investments to both enhance existing service and advance key capital investments to support regional growth in the coming decades. The Plan Network is designed to be implemented in three phases, with the highest priority projects implemented in Phase 1.

What Does the Plan Network Accomplish?



PROVIDES MORE TRANSIT

The Plan Network includes nearly 100 routes¹ with over half operating at least every 15 minutes all day.

100
Total Routes¹

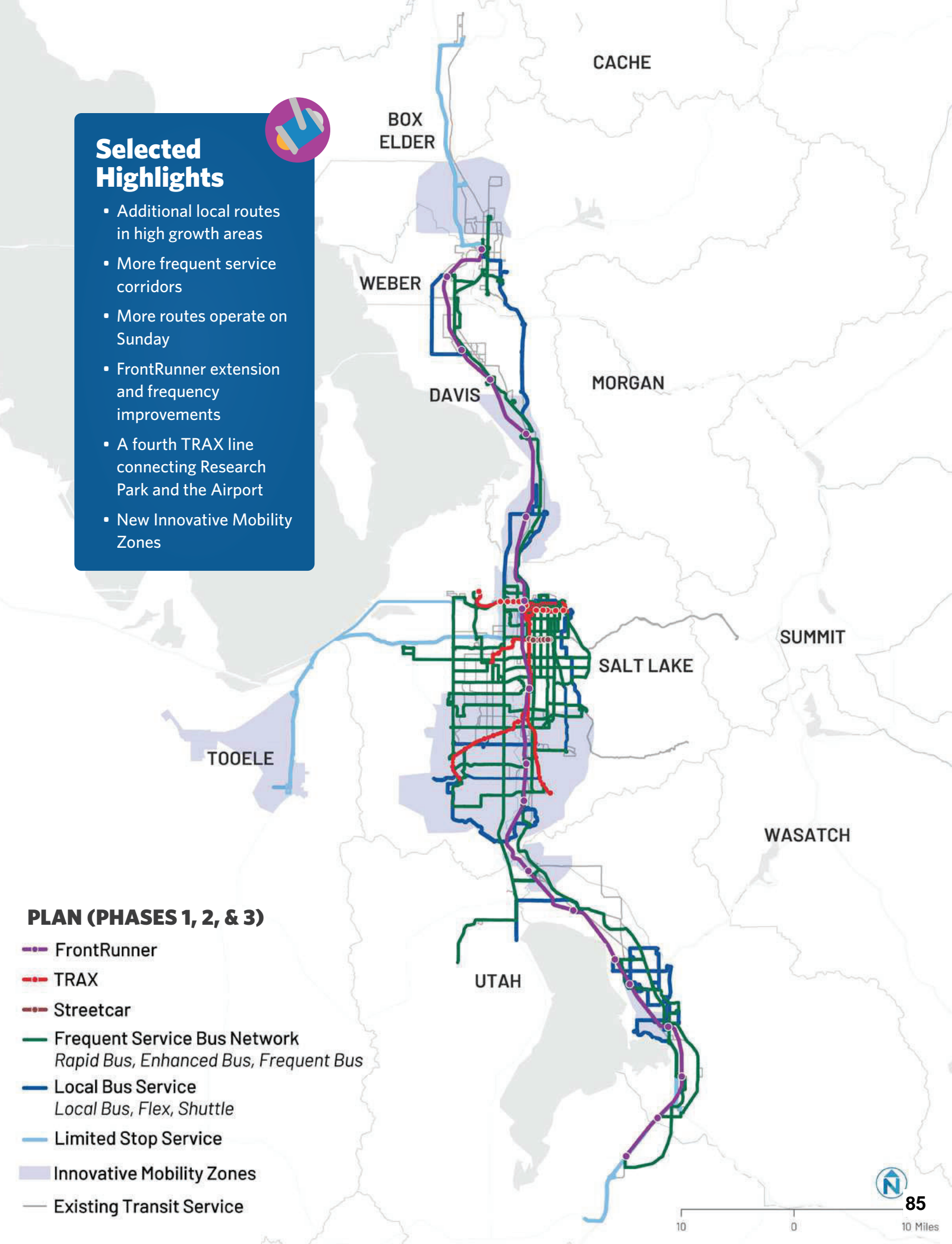
50+
Frequent Routes

INCREASES THE NUMBER OF PEOPLE AND JOBS WITHIN HALF A MILE OF TRANSIT

Category	Year	Value	Change
People	2022	1.3M	
	Plan Network	1.8M	+470K
Frequent Transit	2022	530K	
	Plan Network	1.2M	+650K
Jobs	2022	1.0M	
	Plan Network	1.3M	+320K
Frequent Transit	2022	520K	
	Plan Network	960K	+440K

Selected Highlights

- Additional local routes in high growth areas
- More frequent service corridors
- More routes operate on Sunday
- FrontRunner extension and frequency improvements
- A fourth TRAX line connecting Research Park and the Airport
- New Innovative Mobility Zones



PLAN (PHASES 1, 2, & 3)

- FrontRunner
- TRAX
- Streetcar
- Frequent Service Bus Network
Rapid Bus, Enhanced Bus, Frequent Bus
- Local Bus Service
Local Bus, Flex, Shuttle
- Limited Stop Service
- Innovative Mobility Zones
- Existing Transit Service

What Does the Plan Network Cost?

\$6.7B
Capital cost²

\$190M
Additional annual operating cost

Note: ¹Including Innovative Mobility Zones. ²Capital projects such as transit centers, hubs, vehicle upgrades, double tracking, and maintenance facilities are all essential to accommodate future growth. The 2050 Plan Network assumes the supporting capital projects found in the Regional RTP's are funded.

PLAN NETWORK

Phase 1: 2023-2032

To be implemented in the first ten years of UTA Moves 2050, Phase 1 is an ambitious expansion of FrontRunner and bus service across the UTA service area, including on weekends.

Over 20 Enhanced Bus and Rapid Bus lines, six new Innovative Mobility Zones, seven-day FrontRunner service,¹ extended FrontRunner service south to Payson, and expanded Sunday service on all routes will build out a network of frequent rail and bus service in the region. Frequent transit will be accessible within a half mile for more than 270,000 people and nearly 190,000 jobs, compared to today.

HOW MUCH DOES PHASE 1 COST?²

\$2.7B
Total capital cost

\$100M
Additional annual operating cost

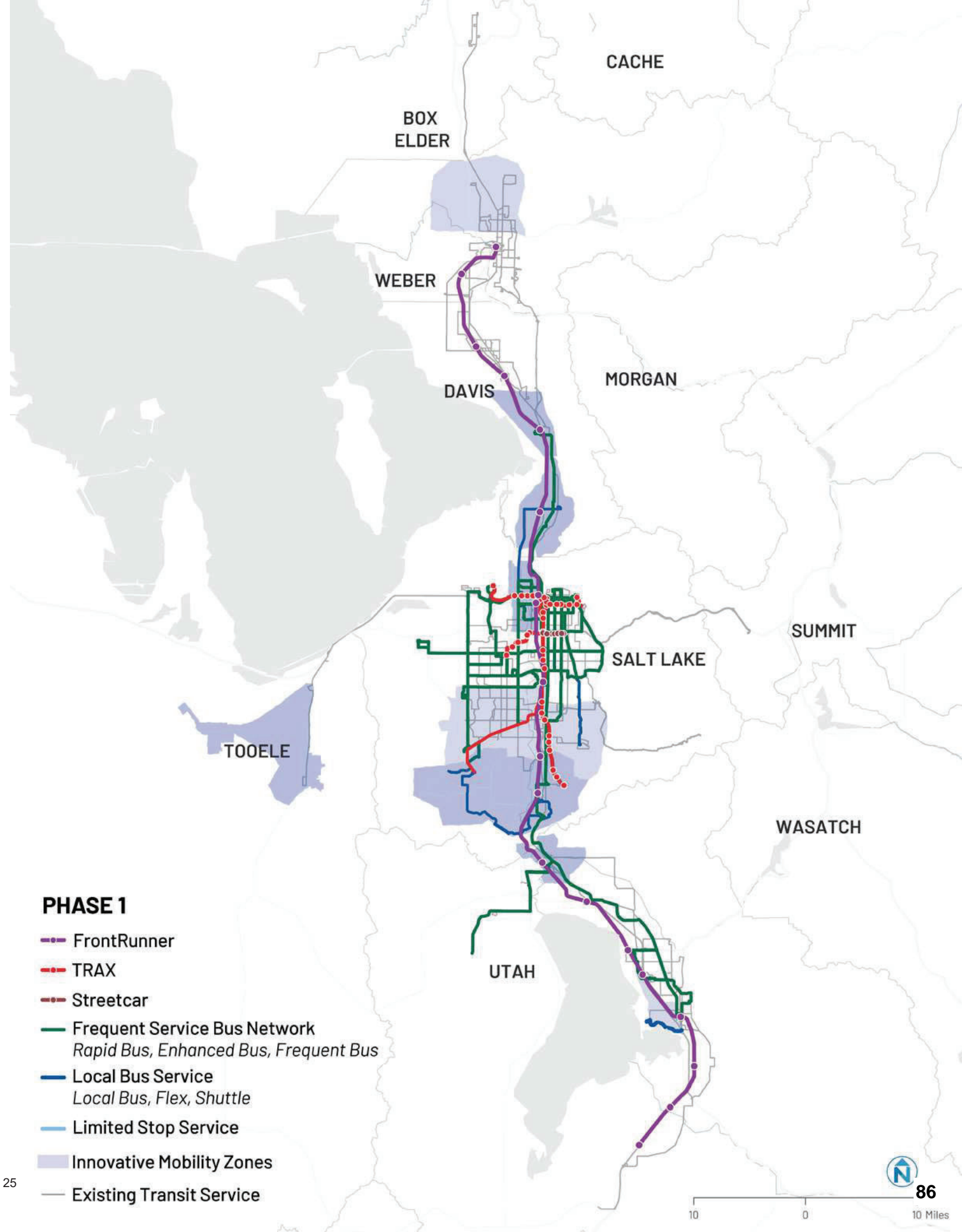
What's Included in Phase 1?

- 28** total routes with frequent service (including 3 new frequent bus routes)
- 21** new Rapid Bus (3) and Enhanced Bus (18) routes
- 16** new routes, major route extensions, or new Innovative Mobility Zones

Selected Highlights

- FrontRunner service on Sundays and 15-minute peak service on weekdays
- FrontRunner extended to Payson
- Sunday service upgraded to at least Saturday service levels on all routes
- Upgraded Rapid Bus, Enhanced Bus, and frequent service corridors
- New Innovative Mobility Zones in Farmington and north Utah County
- TRAX improvements in Downtown Salt Lake City

¹ 15-minute and Sunday FrontRunner service contingent on double-tracking.



PLAN NETWORK

Phase 2: 2033-2042

The second phase of UTA Moves 2050 includes additional FrontRunner, TRAX, and bus network improvements and one additional Innovative Mobility Zone.

Continued improvements to FrontRunner, initial implementation of the Orange Line TRAX, and bus corridor upgrades like the Central Corridor Rapid Bus in Utah County will strengthen and expand the region's rail and bus network backbone. Frequent transit will be accessible within a half mile of an additional nearly 500,000 people and nearly 350,000 jobs, compared to today.

HOW MUCH DOES PHASE 2 COST?¹

\$2.2B
Total capital cost

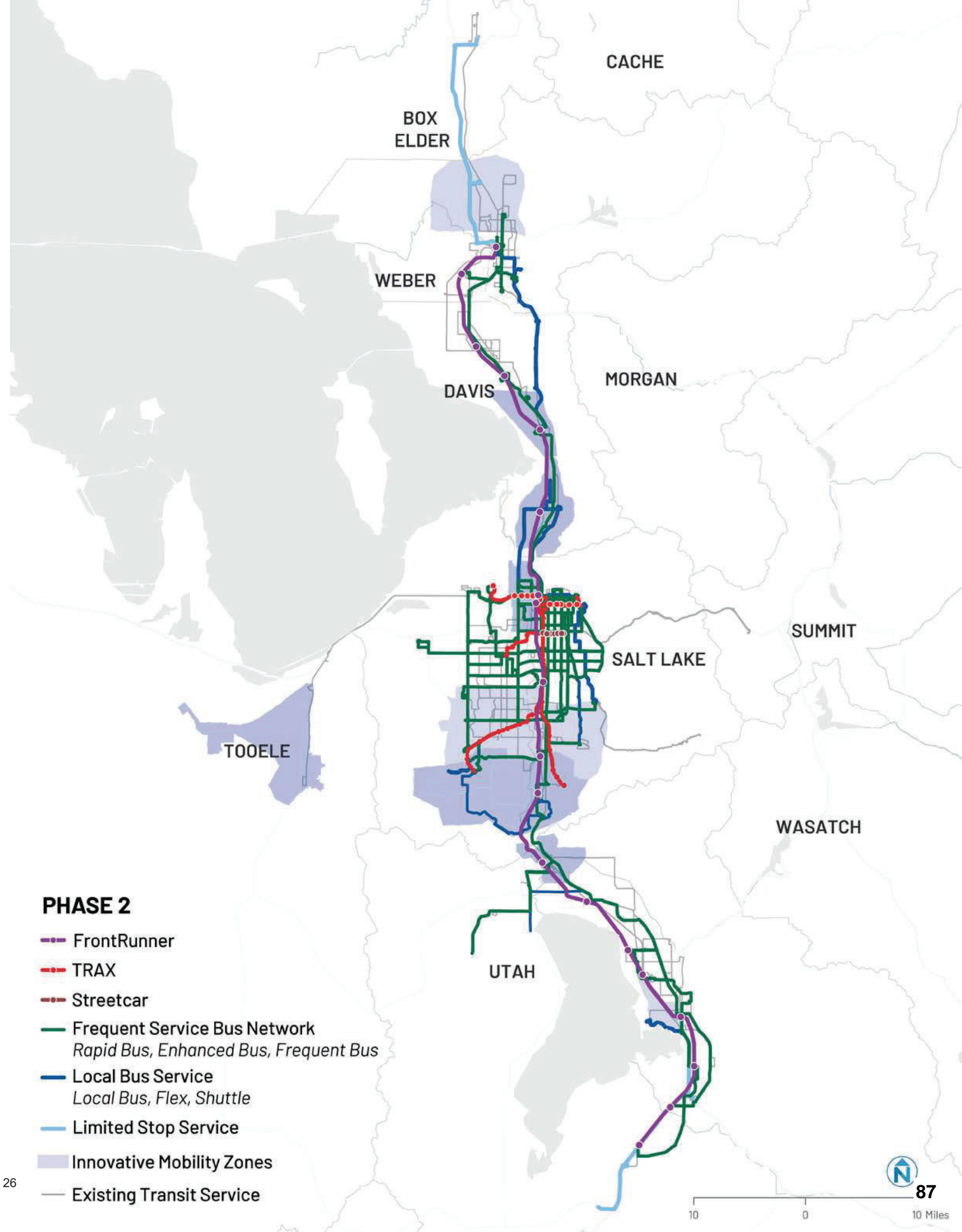
\$65M
Additional annual operating cost

What's Included in Phase 2?

<p>46 total routes with frequent service (including 1 new frequent bus route)</p>	<p>13 new Rapid Bus (2) and Enhanced Bus (11) routes</p>	<p>5 new routes, major route extensions, or new Innovative Mobility Zones</p>
--	---	--

Selected Highlights

- Orange Line TRAX reconfiguration between Salt Lake Central and Research Park
- Realignment of Green and Blue TRAX Lines
- Upgraded Rapid Bus, Enhanced Bus, and frequent service corridors
- Two upgraded limited stop services



Phase 3: 2043-2050

The third phase of the cost-constrained UTA Moves 2050 Vision continues to improve service, building towards UTA's strategic plan goals of generating economic growth, supporting local communities, and improving quality of life.

Additional frequent service and local routes will provide transit access for more people and jobs, including in growing areas that can support transit in later years of the plan. By 2050, the UTA service area will have many new routes bringing frequent transit within a half mile of an additional over 560,000 people and over 380,000 jobs, compared to today.

HOW MUCH DOES PHASE 3 COST?¹

\$1.7B
Total capital cost

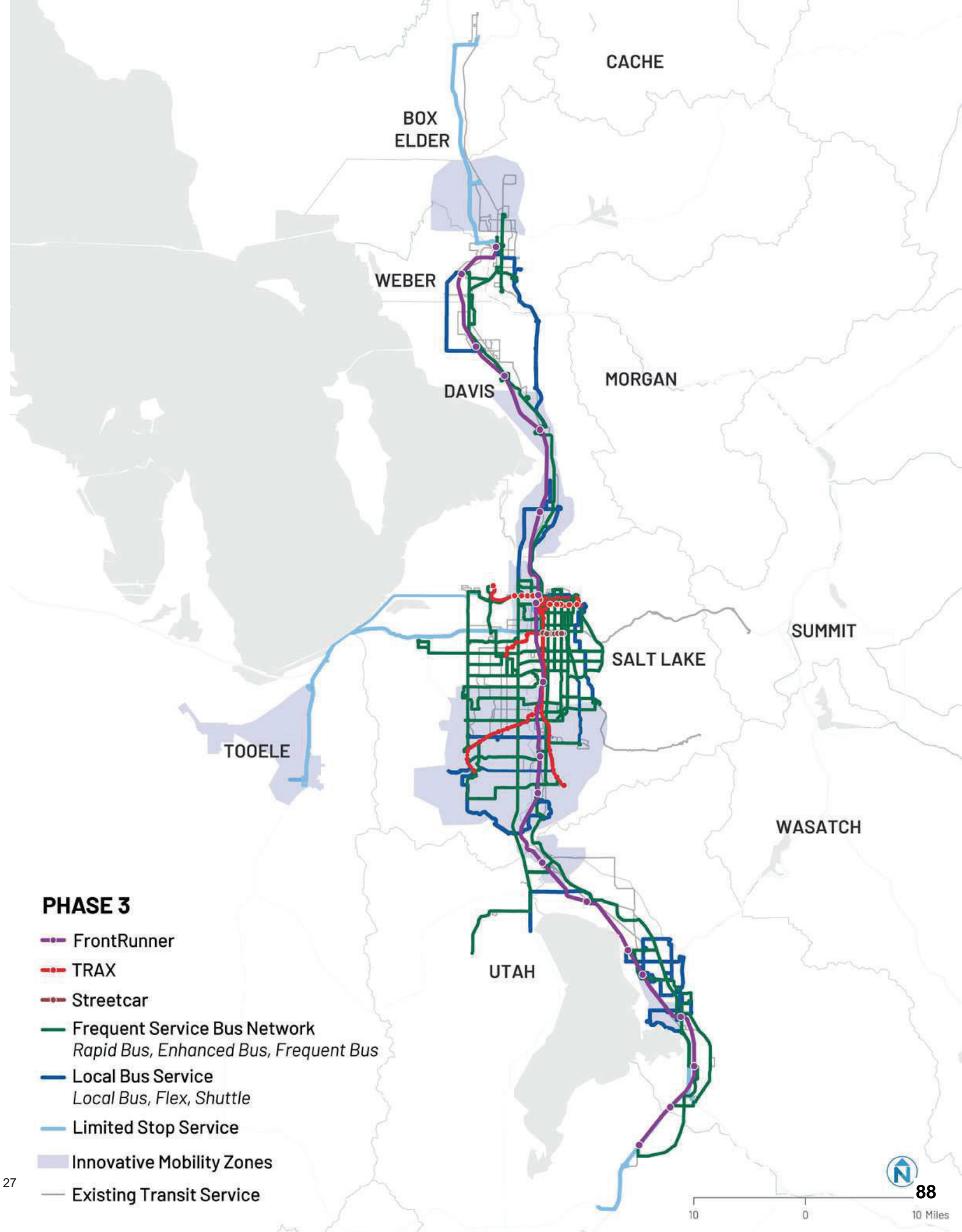
\$25M
Additional annual operating cost

What's Included in Phase 3?

- 52** total routes with frequent service (including 1 new frequent bus route)
- 4** new Enhanced Bus routes
- 3** new routes, major route extensions, or new Innovative Mobility Zones

Selected Highlights

- Orange Line TRAX reconfiguration between the Airport and Salt Lake Central
- New frequent and local services including in Weber/Davis Counties and southern Salt Lake County
- Additional connection between Salt Lake and Utah Counties in the Redwood Road corridor
- One upgraded limited stop service



PLAN NETWORK

Box Elder, Weber, and Davis Counties

The cost-constrained UTA Moves 2050 Vision will improve regional connections, provide more people and jobs with access to frequent transit service, and grow ridership.

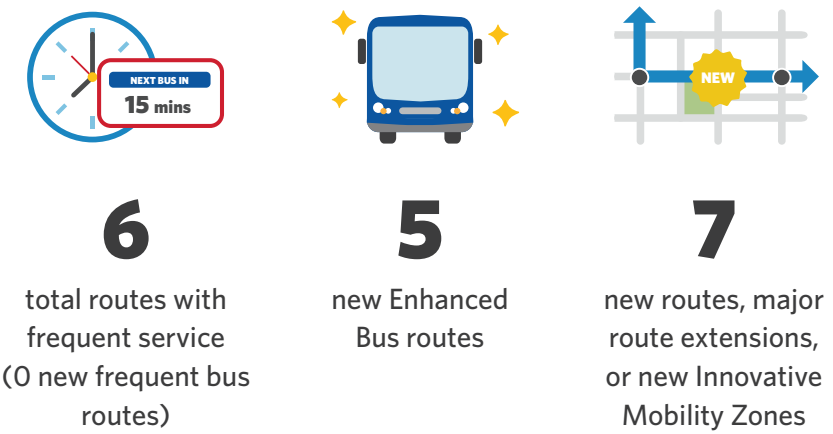
FrontRunner will run seven days a week,¹ with peak service every 15 minutes. New or upgraded bus routes will give more people access to seven-day a week frequent service. Approximately 70% of Transit-Supportive Areas will have access to fixed-route service within a ½ mile walk, including 87% within Equity Focus Areas.⁵

WHAT DO PROJECTS COST IN THESE COUNTIES?²

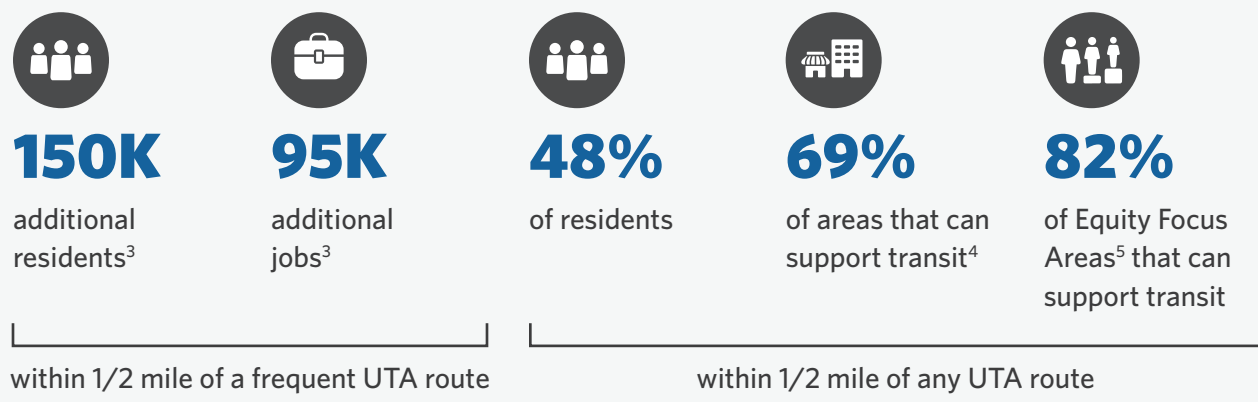
\$1.6B
Total capital cost

\$35M
Additional annual operating cost

What's Included in These Counties?



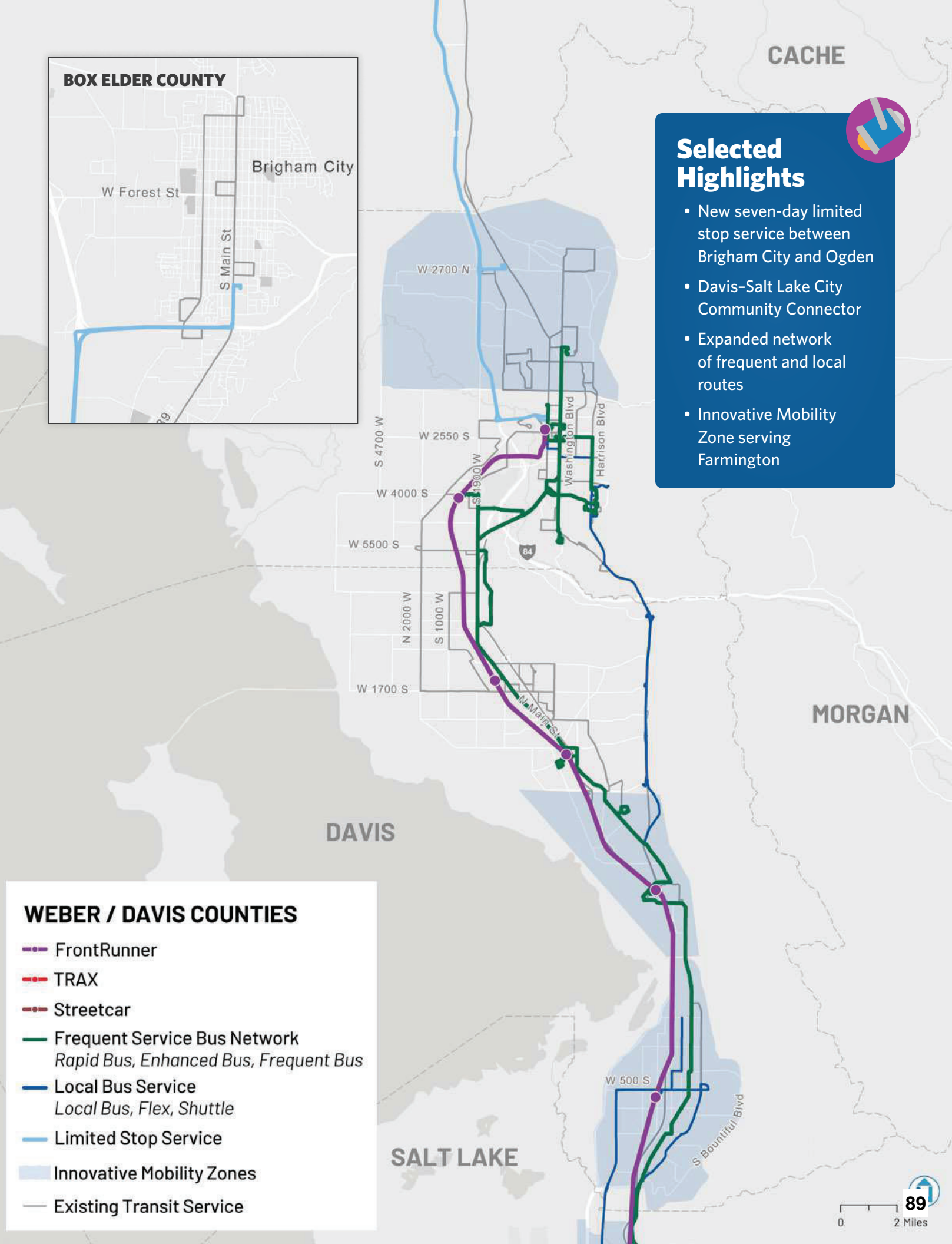
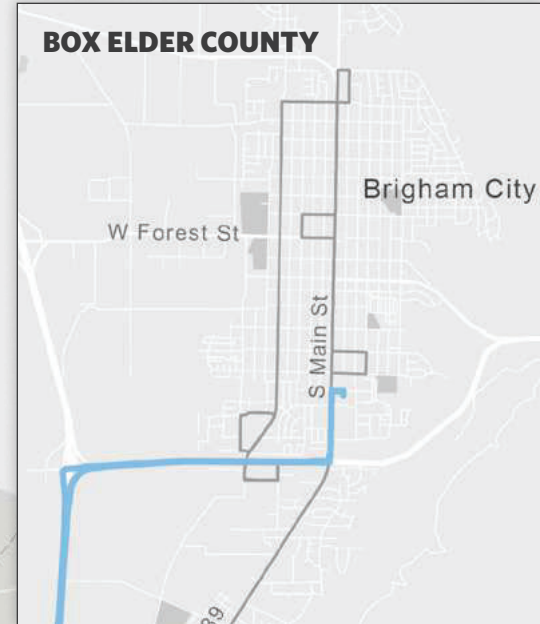
How Does This Benefit Box Elder, Weber, and Davis Counties?



Notes: 1. Sunday FrontRunner service contingent on double-tracking. 2. Costs are in 2023 dollars. 3. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 4. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 5. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.

Selected Highlights

- New seven-day limited stop service between Brigham City and Ogden
- Davis-Salt Lake City Community Connector
- Expanded network of frequent and local routes
- Innovative Mobility Zone serving Farmington



WEBER / DAVIS COUNTIES

- FrontRunner
- TRAX
- Streetcar
- Frequent Service Bus Network
Rapid Bus, Enhanced Bus, Frequent Bus
- Local Bus Service
Local Bus, Flex, Shuttle
- Limited Stop Service
- Innovative Mobility Zones
- Existing Transit Service

Salt Lake and Tooele Counties

The cost-constrained UTA Moves 2050 Vision will expand the network of high-quality bus and rail service to make transit faster and more accessible including on weekends.

FrontRunner and TRAX enhancements, along with upgrading bus lines to Rapid Bus, Enhanced Bus, and frequent service, will strengthen the transit grid throughout the county. Service between Tooele and downtown Salt Lake City will be upgraded to operate seven days a week, starting earlier and ending later. Nearly 75% of Transit-Supportive Areas will have access to fixed-route service within 1/2 mile, including nearly 85% within Equity Focus Areas.⁵

WHAT DO PROJECTS COST IN THESE COUNTIES?¹



\$3.0B

Total capital cost



\$140M

Additional annual operating cost

What's Included in These Counties?



40

total routes with frequent service (including 4 new frequent bus routes)



28

new Rapid Bus (3) and Enhanced Bus (25) routes



14

new routes, major route extensions, or new Innovative Mobility Zones

How Does This Benefit Salt Lake and Tooele Counties?



480K

additional residents²



330K

additional jobs²



62%

of residents



73%

of areas that can support transit³



89%

of Equity Focus Areas⁴ that can support transit

within 1/2 mile of a frequent UTA route

within 1/2 mile of any UTA route

Notes: 1. Costs are in 2023 dollars. 2. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 3. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 4. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.

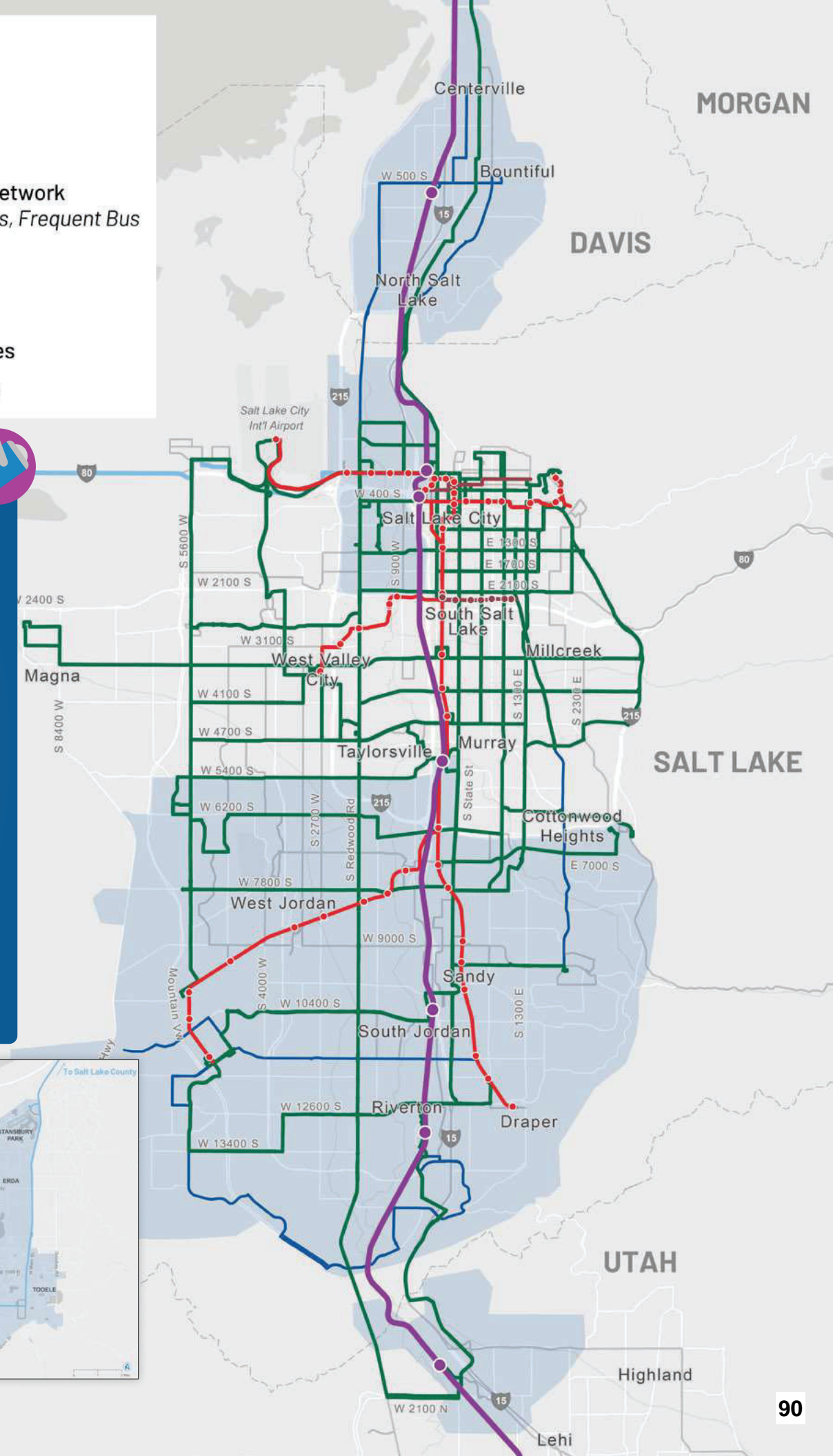
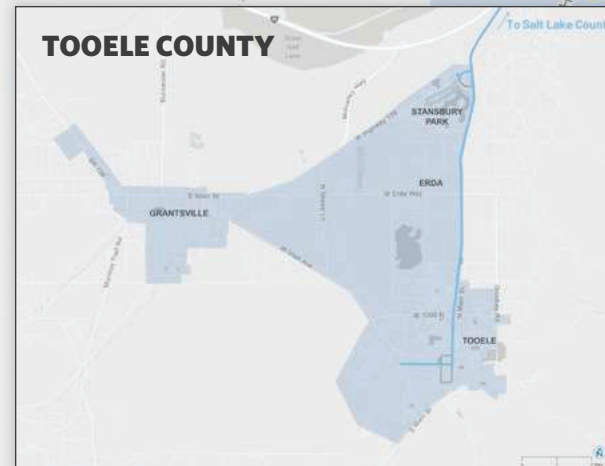
SALT LAKE COUNTY

- FrontRunner
- TRAX
- Streetcar
- Frequent Service Bus Network
Rapid Bus, Enhanced Bus, Frequent Bus
- Local Bus Service
Local Bus, Flex, Shuttle
- Limited Stop Service
- Innovative Mobility Zones
- Existing Transit Service

Selected Highlights

- Upgraded service on major north-south routes including State Street and Redwood Road
- Midvalley Connector BRT
- More frequent east-west connections
- Orange Line TRAX connecting Research Park and the Airport
- New local routes in south County
- New regional connections to Utah County
- New Tooele-Salt Lake City limited stop service

TOOELE COUNTY



Utah County

The cost-constrained UTA Moves 2050 Vision provides FrontRunner service seven days a week,¹ up to every 15 minutes during peak hours, and new or upgraded frequent bus service.

New or upgraded bus routes will give more people access to seven-day frequent service, including to growing parts of the county. Approximately 55% of Transit-Supportive Areas will have access to fixed-route transit service within a ½ mile, including over 80% of Equity Focus Areas.⁵

WHAT DO PROJECTS COST IN THIS COUNTY?²

\$1.9B
Total capital cost

\$45M
Additional annual operating cost

What's Included in This County?



9

total routes with frequent service (including 2 new frequent bus routes)



5

new Rapid Bus (3) and Enhanced Bus (2) routes



5

new routes, major route extensions, or new Innovative Mobility Zones

How Does This Benefit Utah County?

180K
additional residents³

110K
additional jobs³

32%
of residents

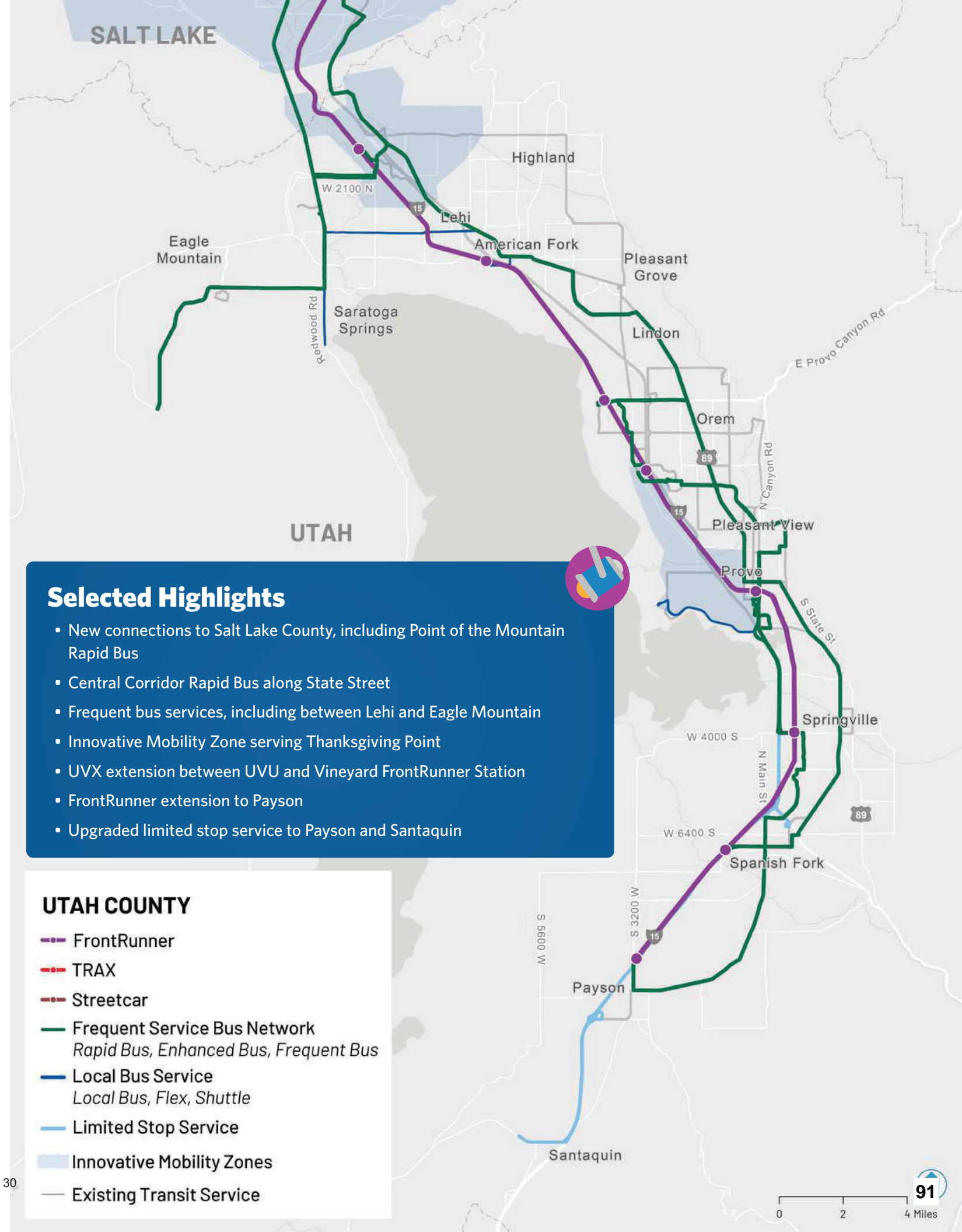
55%
of areas that can support transit⁴

80%
of Equity Focus Areas⁵ that can support transit

within 1/2 mile of a frequent UTA route

within 1/2 mile of any UTA route

Notes: 1. Sunday FrontRunner service contingent on double-tracking. 2. Costs are in 2023 dollars. 3. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 4. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 5. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.



Selected Highlights

- New connections to Salt Lake County, including Point of the Mountain Rapid Bus
- Central Corridor Rapid Bus along State Street
- Frequent bus services, including between Lehi and Eagle Mountain
- Innovative Mobility Zone serving Thanksgiving Point
- UVX extension between UVU and Vineyard FrontRunner Station
- FrontRunner extension to Payson
- Upgraded limited stop service to Payson and Santaquin

UTAH COUNTY

- FrontRunner
- TRAX
- Streetcar
- Frequent Service Bus Network
Rapid Bus, Enhanced Bus, Frequent Bus
- Local Bus Service
Local Bus, Flex, Shuttle
- Limited Stop Service
- Innovative Mobility Zones
- Existing Transit Service

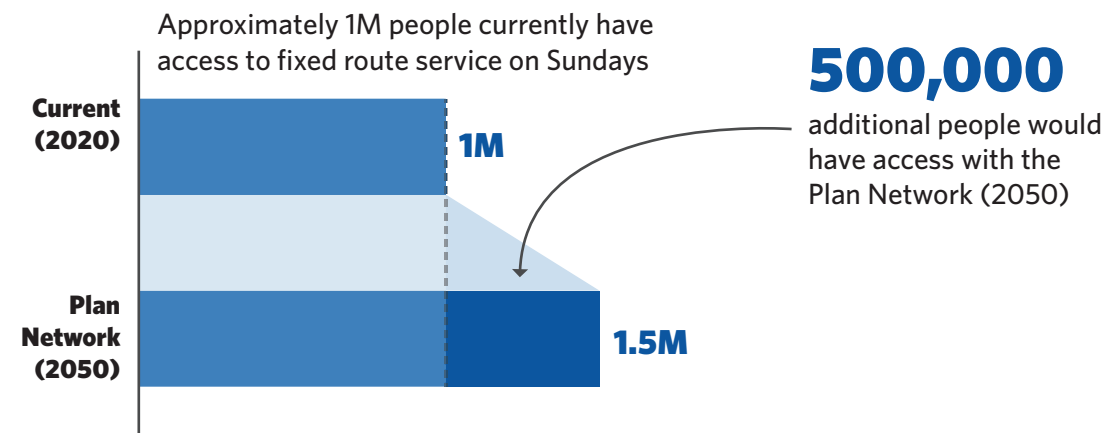
Why Is Sunday Service Important?

The demand for transit doesn't disappear on Sundays. For riders who have non-traditional working schedules, have lower incomes, or have a disability, providing consistent service throughout the week and weekend means improving access and ensuring equitable outcomes.

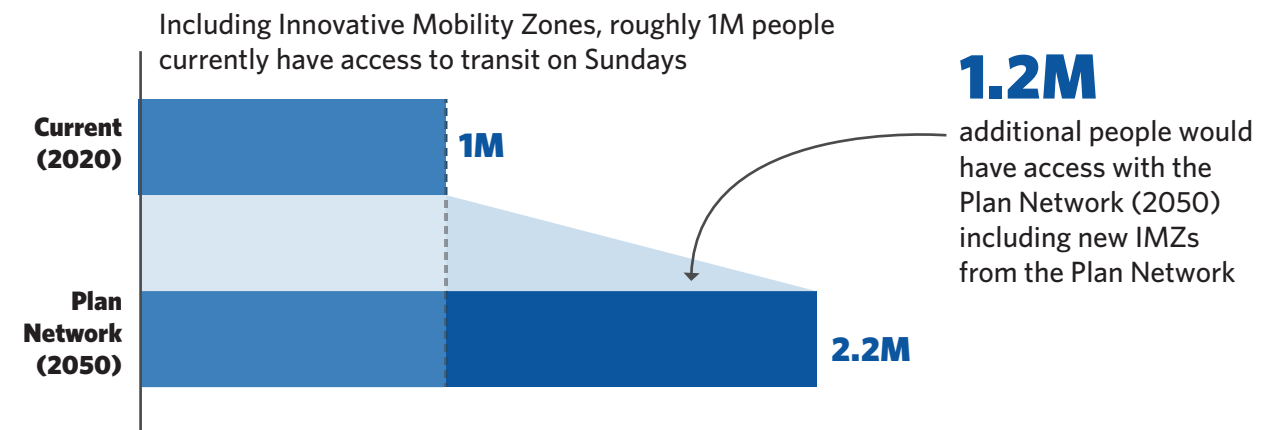
Providing systemwide Sunday service at Saturday service levels would cost roughly \$9M annually, which is approximately the same cost as creating four new routes that run every 30 minutes.

How Many People Could Benefit from Sunday Service?

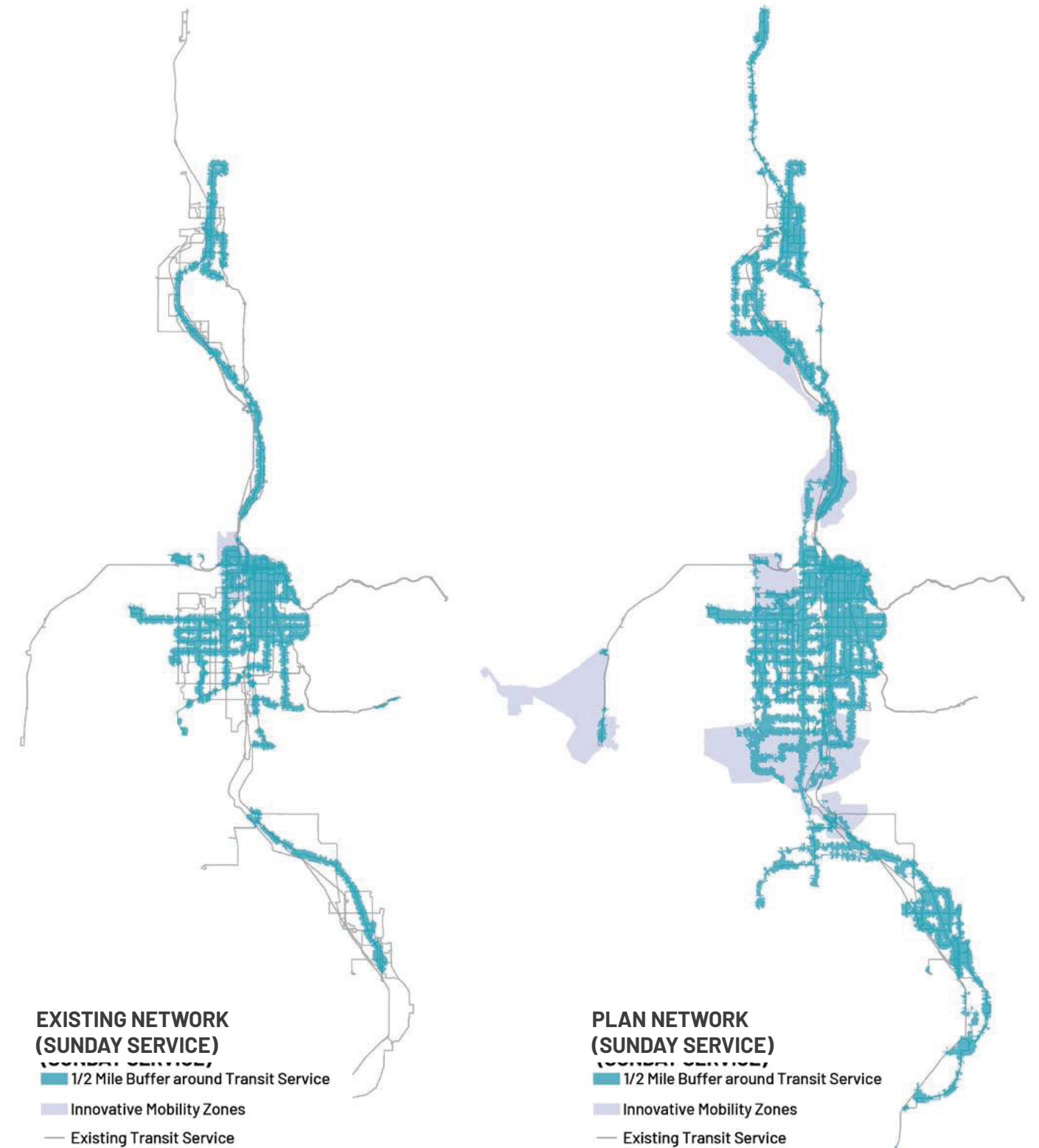
UTA FIXED ROUTE SERVICE



UTA FIXED ROUTE SERVICE AND INNOVATIVE MOBILITY ZONES



The maps below show differences in access between existing Sunday service and the Plan Network Sunday service throughout the UTA service area. The blue shading represents half-mile walking distance from transit stops.



Corridor Preservation

UTA is forward-thinking in its approach to anticipating regional needs far into the future. By procuring right-of-way (or “preserving a corridor”) in growing communities, UTA is positioned to build or improve transit options efficiently when the time is right

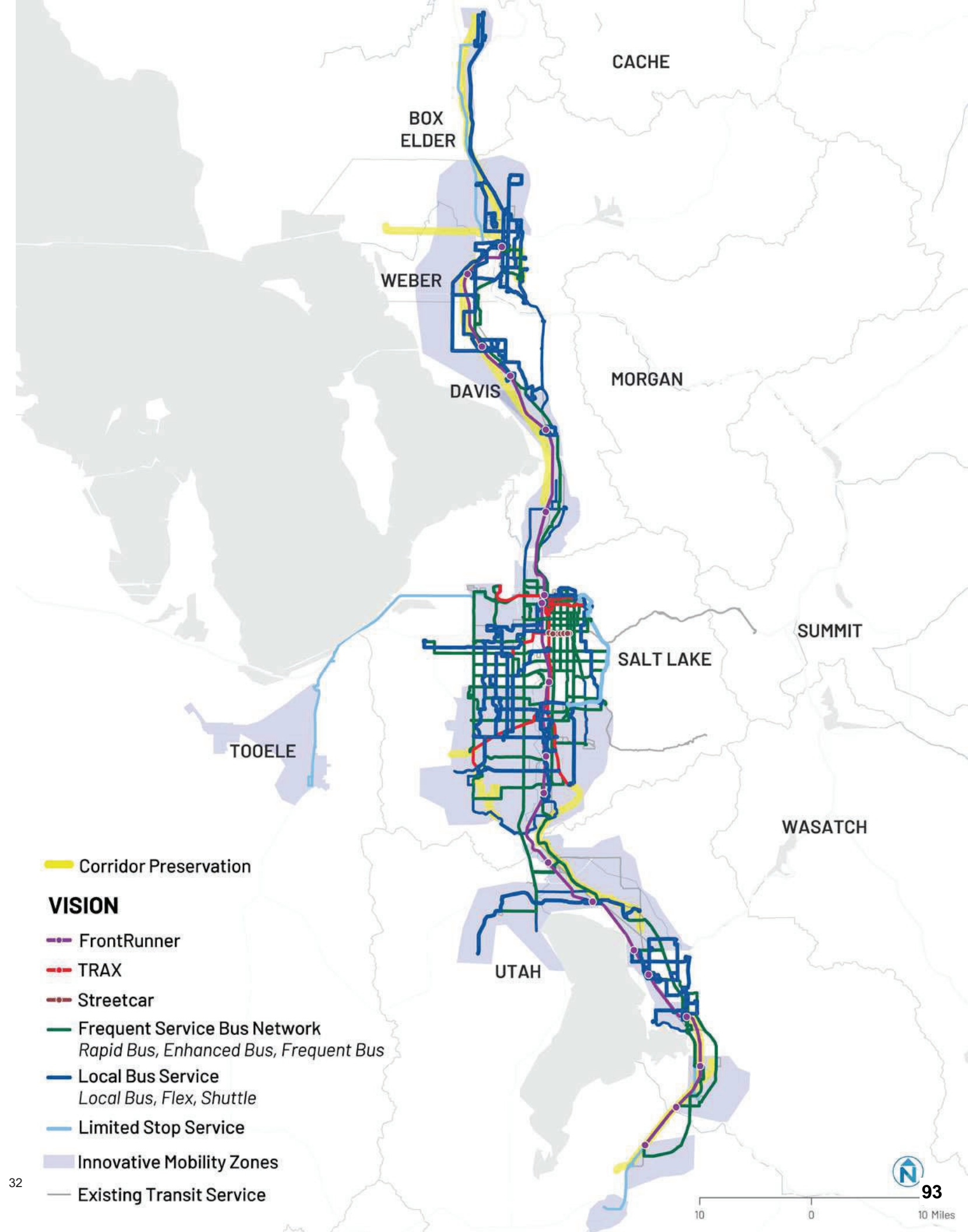
Corridor Preservation refers to the right-of-way owned by UTA. The corridors shown on the map in yellow are preserved for UTA use, whether that be light rail (TRAX), regional commuter rail (FrontRunner), or other mobility enhancements. UTA can use these corridors to best serve communities via transit for years to come by preserving right-of-way throughout the region. UTA will also need to acquire space to accommodate double-tracking for the existing FrontRunner system and expanded maintenance facilities for new or expanded services.

Key Areas of Current Corridor Preservation Owned By UTA:

- Ogden Bus Rapid Transit Corridor
- UVX Bus Rapid Transit Corridor
- FrontRunner North Extension Corridor, including:
 - Weber County: 1200 North to Box Elder County Line
 - Box Elder County: Weber County Line to Brigham City
- FrontRunner Corridor
- Denver & Rio Grande Western Trail Corridor
- TRAX Blue Corridor
- TRAX Red Corridor
- TRAX Green Corridor
- Downtown Streetcar Corridor
- Tintic Industrial Corridor
- Sharp Sub Corridor
- Bingham Industrial Lead Corridor
- Draper to Pleasant Grove Corridor
- Sharp-Tintic Connection Corridor

Key Areas of Future Corridor Preservation To Be Acquired By UTA:

- Pleasant View to Brigham City Corridor from 300 North, Brigham City to Weber County Line
- Pleasant View to Brigham City Corridor from Box Elder County Line to Ogden FrontRunner Station
- Mid-Jordan Extension Corridor from Daybreak Parkway TRAX Station to 12600 South and Bangerter Highway
- Transit Extension to University Corridor from 13200 South to Real Vista Drive
- West Weber Rail Corridor from 8300 West to Ogden FrontRunner Station



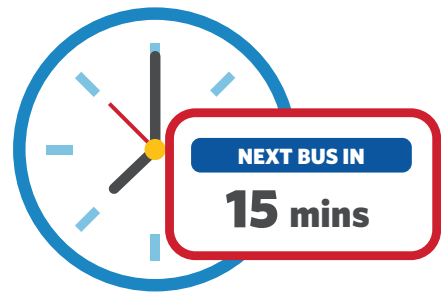
Vision Needs

The implementation of the UTA Moves 2050 Plan Network will make strides to address the greatest needs within the UTA service area.

The map on the adjacent page highlights the parts of the Vision Network that are not possible with existing funding. Most of these lines are existing routes where additional frequency or span improvements are not recommended in the Plan Network. These Vision Network improvements would address additional needs after the three phases of the Plan Network are implemented. They could be prioritized if additional funding becomes available.

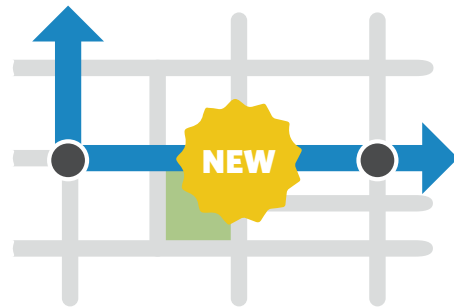
The completion of all projects identified in the UTA Moves 2050 Vision Network is important to address the unmet transit demand throughout the UTA service area.

Remaining UTA Moves 2050 Vision Network Improvements



2

new Frequent Bus routes



8

new or extended Local Bus routes, including 1 new Limited Stop route



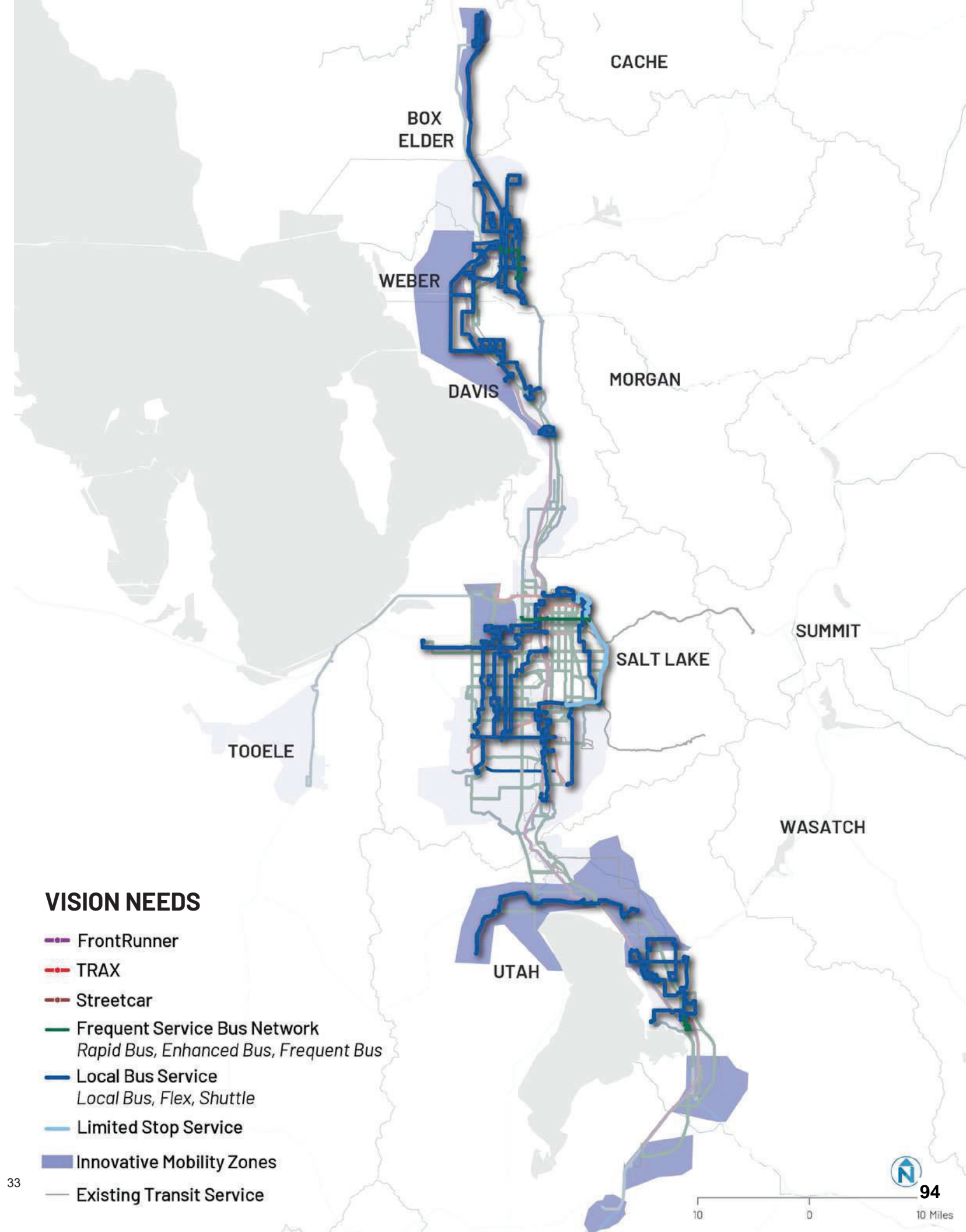
30+

routes that could see improvements in frequency or span



10

new Innovative Mobility Zones



Concurrent Planning Efforts



Point of the Mountain

The purpose of the Point of the Mountain (POM) Transit project is to improve mobility between southern Salt Lake County and northern Utah County, provide transit connections, support economic development, and meet growth-related transportation needs.



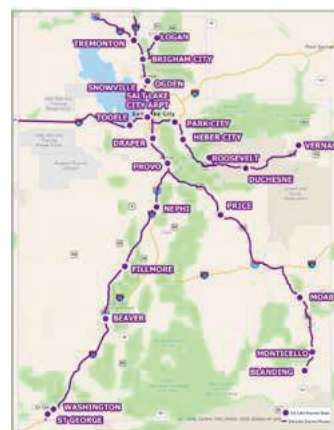
FrontRunner Forward

To accommodate Utah's growing population and the need for additional mobility options, UDOT and UTA are working to enhance the FrontRunner system. The FrontRunner Forward Project is determining strategic double track segments throughout the existing FrontRunner corridor to increase frequency, reliability, and travel time of FrontRunner.



Little Cottonwood Canyon EIS

UDOT released the Record of Decision (ROD) for the Little Cottonwood Canyon Environmental Impact Study (EIS) on July 12, 2023. The ROD is the final step in the EIS process and selects Gondola Alternative B, with phased implementation of Enhanced Bus Service Alternative components. UTA Moves 2050 does not make recommendations regarding Little Cottonwood Canyon transit service.



Statewide Transit Connections

UTA is collaborating with UDOT, Utah's Urban & Rural Specialized Transportation Association (URSTA), and other partners on ways to improve statewide transit connections, including a UDOT-led Intercity Bus Study.

Ski Service

UTA assesses service levels and routes on an annual basis. UTA Moves 2050 does not make recommendations on ski service.



Community Vision Efforts

Areas throughout the UTA region have visions specific to their communities. Some of these planning efforts include:

Rio Grande Plan

The Rio Grande Plan (RGP), a citizen-generated concept, proposes to realign heavy freight rail (Union Pacific), regional commuter rail (FrontRunner), and Amtrak rail under 500 West, by way of a "train box." The centerpiece of The RGP is the historic Rio Grande Depot, which is proposed to be restored and repurposed to become the hub of transit in the city and region. This new depot would accommodate Union Pacific, UTA FrontRunner, Amtrak, as well regional rail services such as TRAX light rail.

Additional Transit Improvements

UTA recognizes that not all community vision elements are currently accounted for in the UTA Moves 2050 Plan. UTA will continue to work with transportation partners and the communities we serve to explore additional transit options for potential inclusion in future plan updates.

Light Rail

Community-led efforts for new light rail service include possible extensions of the Red Line south from Daybreak and light rail in Utah County.





5

What Is Needed to Realize the UTA Moves Vision?

- Workforce
- Transit-Supportive Land Use Context
- Next Steps

Workforce

The future of UTA staff and workforce pipeline is critical to the long-term success of the agency.

What Will It Look Like?

- Improving staff retention and reducing turnover boosts morale, increases productivity and efficiency, and saves resources used by the People Office for the hiring and onboarding process.
- Attracting top, diverse talent for all positions and levels of UTA that reflects the residents of the Wasatch Front and their values. Implement excellent safety and customer service practices.
- Implementation of excellent safety and customer service practices.

What Will It Take?

- Achieving the aspirations and goals of the LRTP will require a larger investment in UTA's workforce to support the growing needs of the service area. Addressing driver shortages, creating sustainable work, and retaining employees is a priority for UTA. As part of continued efforts to recruit, hire and train operators, UTA will be continually monitoring and updating processes, implementing best practices, and identifying opportunities to improve.
- Evaluating work practices directly impacting operators and maintenance staff (i.e. shifts structure, overtime requirements, etc.)
- Successful employers in today's job market foster a workforce culture that provides pathways and opportunities for growth while celebrating diversity and excellence. The broad range of career opportunities within UTA support diverse skillsets and experiences represented by Utahns throughout the greater Wasatch Front.
- Continued development of partnerships with local community-based organizations, institutions, and higher education providers to develop , ways to support hiring and retention efforts.



Transit-Supportive Land Use Context

Success of UTA Moves 2050 will require more than high-quality transit service. This includes several important factors outside of UTA's control, known as the 6 Ds: density, diversity, design, distance, destination accessibility, and demand management.

What Will It Look Like?



DENSITY

Concentrating and intensifying activities near transit stations makes frequent transit possible; land use density is strongly related to transit demand.



DIVERSITY OF LAND USES

A mix of pedestrian-friendly uses create active streets that invite people to walk and take transit for more trips, and enables people to do more without a car.



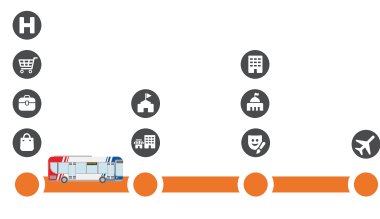
DESIGN OF THE BUILT ENVIRONMENT

Pedestrian-friendly communities enable people of all ages and abilities to walk and roll to access transit and other destinations.



DISTANCE TO TRANSIT

A grid of well-connected streets with short blocks makes it easier and faster to access transit from places where people live, work, shop, and play.



DESTINATION ACCESSIBILITY

Aligning major destinations along reasonably direct corridors allows frequent transit lines to serve land uses efficiently.



DEMAND MANAGEMENT

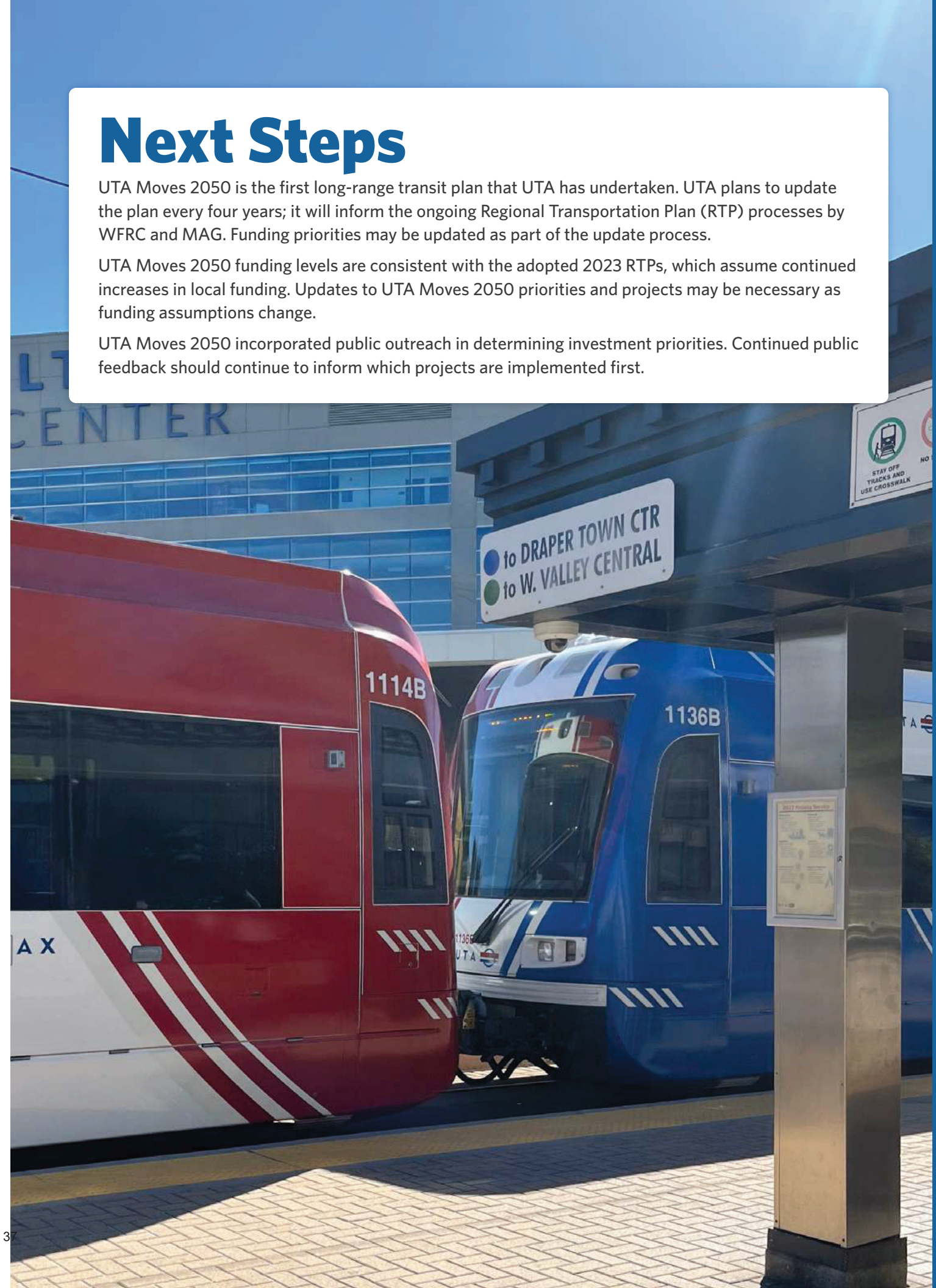
Attractive alternatives encourage people to use transit, walk, and bike for more trips.

Next Steps

UTA Moves 2050 is the first long-range transit plan that UTA has undertaken. UTA plans to update the plan every four years; it will inform the ongoing Regional Transportation Plan (RTP) processes by WFRC and MAG. Funding priorities may be updated as part of the update process.

UTA Moves 2050 funding levels are consistent with the adopted 2023 RTPs, which assume continued increases in local funding. Updates to UTA Moves 2050 priorities and projects may be necessary as funding assumptions change.

UTA Moves 2050 incorporated public outreach in determining investment priorities. Continued public feedback should continue to inform which projects are implemented first.







Appendix: Project Sheets

UTA Moves 2050
Long-Range Transit Plan
2023-2050

Utah Transit Authority
December 2023

About This Appendix

This appendix to UTA Moves 2050 provides project sheets for Phase 1 projects in the WFRC and MAG RTPs, as well as additional service projects identified as Phase 1 in UTA Moves 2050.

The Plan suggests potential amendments to RTP phasing or improvement type for some projects. In some cases this could mean possible modifications to future RTPs. Additional study and discussion with MPOs, UDOT, and community partners will be required as part of this process. The table below summarizes those amendments, including the page number in this appendix that includes a detailed project sheet.

Summary of Potential RTP Amendments or Possible Modifications to Future RTPs

Line and Name	Phase 1 Project Sheet Page	RTP Improvement Type	RTP Funded Phase	RTP Project Description	UTA Moves 2050 Phase	Phase 1 Priority	Potential Modifications to RTP Plans
256 5600 West	5	Core Route	1	5600 West Corridor Core Route (15 min service) from Downtown Salt Lake City to 5600 W Old Bingham Highway TRAX Station	1	Very High	The RTP currently shows Route 256 ending at the Old Bingham Highway TRAX station. While it connects to regional rail, this terminus does not serve Daybreak, which has transit supportive land uses (jobs and residents). Consideration should be given to extending Route 256 to Daybreak.
3 300 West	7	Core Route	1	300 West Corridor Core Route (10 min service) from North Temple FrontRunner Station to Central Pointe TRAX Station	1	High	Route 3 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth along the corridor, and cost-effectiveness factors, Route 3 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).
4 400 South/Foothill Drive	8	Core Route	1	400 South Corridor - Foothill Drive Core Route (10 min service) from Redwood Road to 3900 South & Wasatch Boulevard	1	High	Route 4 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth, and cost-effectiveness factors, Route 4 should be considered for upgrades from Enhanced Bus (Core) Service to Rapid Bus Service (BRT).
200 State Street North	10	Bus Rapid Transit	2	State Street Bus Rapid Transit from North Temple FrontRunner Station to Midvale Center Station	2	High	The RTP identified this corridor for an upgrade to Rapid Bus (BRT) in Phase 2 (2033-2042) project, but with a Phase 1 need. Given ridership projections, economic growth, and cost-effectiveness factors, Route 200 should be considered in Phase 1 for upgrades to Rapid Bus (BRT).
217 Redwood Road	11	Core Route	1	Redwood Road Corridor Core Route (10 min service) from North Temple FrontRunner Station to West Jordan City Center TRAX Station	1	High	Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.
TRAX Improvements	26	Light Rail	2	400 West - American Spur TRAX Extension from 400 West & 200 South to 200 West & 1300 South	1	Medium	TRAX improvements are included in Phases 2 and 3 of the RTP, including speed and reliability treatments, addition of the Orange Line, and additional new track, primarily in downtown Salt Lake City. Consideration should be given to fast-tracking these changes to Phase 1 (2023-2032) including accelerating the implementation of the Orange Line. Consideration for studying the full operating and capital costs of improving TRAX frequencies to better than 15 minutes should also be included in Phase 1.
710 TRAX Orange Line	27	Light Rail	2	Orange Line TRAX Reconfiguration from Salt Lake Central TRAX Station to Research Park	2	N/A (Phase 2 and Phase 3)	Projected ridership and cost effectiveness of this project was excellent. Consideration should be given to accelerating the implementation of the Orange Line to the 2023-2030 timeframe.
Frontrunner Improvements for Point of the Mountain	29	Commuter Rail	N/A	Not in RTP, but includes six additional miles of doubletracking and a station at The Point development	1	Not Evaluated	There is \$200M already allocated to this project, and it may receive additional state legislative funds to complete its funding plan. Consideration should be given to including this project in the RTP.
33 3300 South	30	Core Route	1	3300 South / 3500 South Corridor Core Route (15 min service) from 2600 South & 9180 West to 3900 South & Wasatch Boulevard	1	Low	Route 33 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
45 4500 South	31	Core Route	1	5400 South Corridor Core Route (15 min service) from 5600 West to 3900 South & Wasatch Boulevard	1	Low	Route 45 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
54 5400 South	32	Core Route	1	5400 South Corridor Core Route (15 min service) from 5600 West to 3900 South & Wasatch Boulevard	1	Low	Route 54 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
220 Highland Drive - 1100 East	34	Core Route	1	Local Link Core Route (15 min service) from 200 South to Holladay Boulevard	1	Low	Route 220 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring Core Route capital investments as currently identified in the RTP.

Project Evaluation Metrics

Every potential route level improvement in the cost unconstrained Vision Network was analyzed with a combination of quantitative and qualitative evaluation metrics. Metrics were based on UTA's Strategic Plan goals and represent elements that are measurable, easy to understand, and replicable. Evaluation metrics include key elements such as ridership, capital and operating costs, public support, and social equity measures. Specific metrics and how they are consistent with the Strategic Plan are illustrated below.

Goal: Moving Utahns to a Better Quality of Life

Metric	How Did We Measure It?
People within 1/2 mile	Total number of people (2050) within ½ mile walk of transit stops along a project or route
Jobs within 1/2 mile	Total number of jobs (2050) within ½ mile walk of transit stops along a project or route
Potential to get more people to switch to transit	Based on transit modes that provide high-quality service (e.g., high frequency) to attract more riders

Goal: Exceeding Customer Expectations

Metric	How Did We Measure It?
Transit reliability benefits	Based on transit modes that provide transit priority to make service more reliable
Ridership per mile	Modeled future ridership (2050), per mile of project or route

Goal: Achieving Organizational Excellence

Metric	How Did We Measure It?
Capital cost	Cost-effectiveness in terms of the capital cost per rider
Operating and maintenance cost	Cost-effectiveness in terms of the annual operating & maintenance cost per rider

Goal: Building Community Support

Metric	How Did We Measure It?
Service to Equity Focus Areas	Percent of route or project walkshed within Equity Focus Areas
Support from outreach	Level of community support based on outreach results

Goal: Generating Critical Economic Return

Metric	How Did We Measure It?
Population growth within ½ mile of route or project	Change in future population within 1/2 mile transit walk access of route, compared to the baseline
Job growth within ½ mile of route or project	Change in future jobs within 1/2 mile transit walk access of route, compared to the baseline
Service to Transit Supportive Areas	Percent of route or project walkshed within Transit Supportive Areas (based on minimum density of population and jobs)

A value was calculated for each evaluation metric and then assigned a score based on which quintile rank it fit in for all projects. For instance, if an investment had one of the highest riders per mile, then it was assigned the highest rank. A composite score for all evaluation metrics was then developed. For Phase 1 projects, the composite scores were translated into a Very High, High, Medium, and Low category. Very High projects had a high composite score and were typically already under way. High projects represent new investments that had high composite scores. The Low category represents investments that did not appear to meet regional goals as well as the other investments that were evaluated.

PROJECT SHEETS

Upgrade Route 217 Redwood Road to Enhanced Bus (Core Route)

Achieving Our Goals¹

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	High

Description

Route 217 connects the North Temple FrontRunner Station with the West Jordan City Center Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15 minute service.

Potential RTP Amendment: Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.

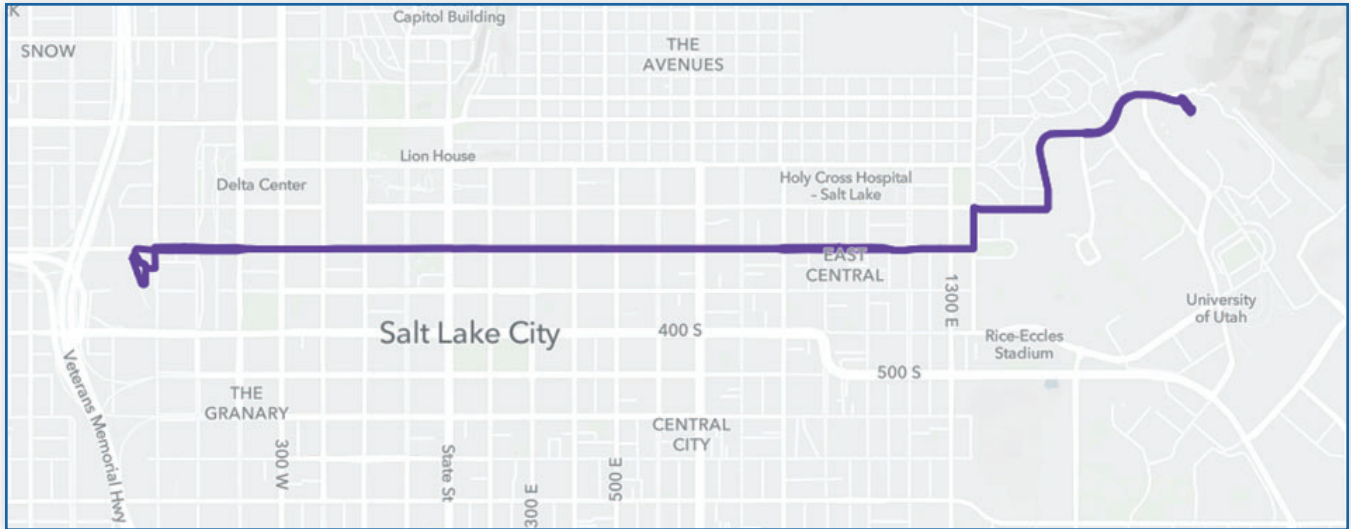
¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

\$17.27M
Capital Costs (2023\$)

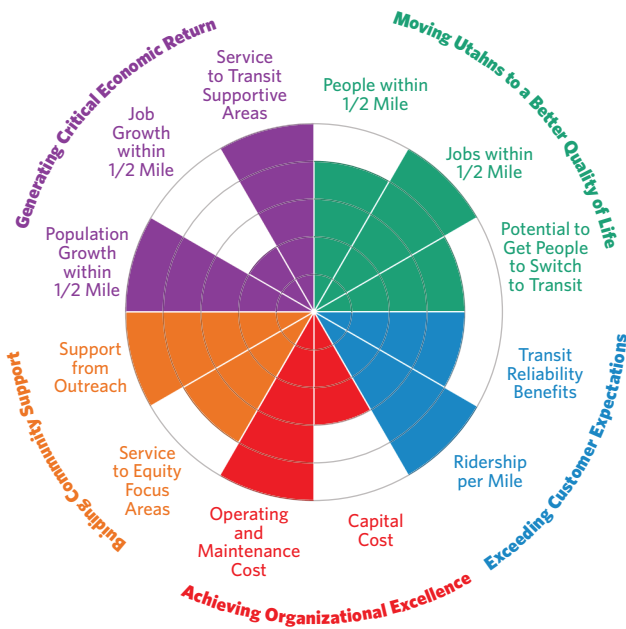
\$3.93M
Annual O&M Costs (2023\$)

11 | UTA Moves 2050 | Appendix C: Project Sheets

Upgrade Route 2 200 South to Rapid Bus (Bus Rapid Transit)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

Route 2 connects Salt Lake Central Station, downtown Salt Lake City, and the University of Utah with frequent weekday and Saturday service. This project would add Rapid Bus (BRT) elements including branding, off-board fare collection, elevated platforms, and enhanced stations as well as robust speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times. Weekday service would be more frequent than every 15 minutes, while Sunday service would be improved to every 15 minutes.

Salt Lake City is currently upgrading 200 South with Transit Priority infrastructure, including bus lanes.



\$40.5M

Capital Costs (2023\$)



\$1.95M

Annual O&M Costs (2023\$)

R2024-03-02

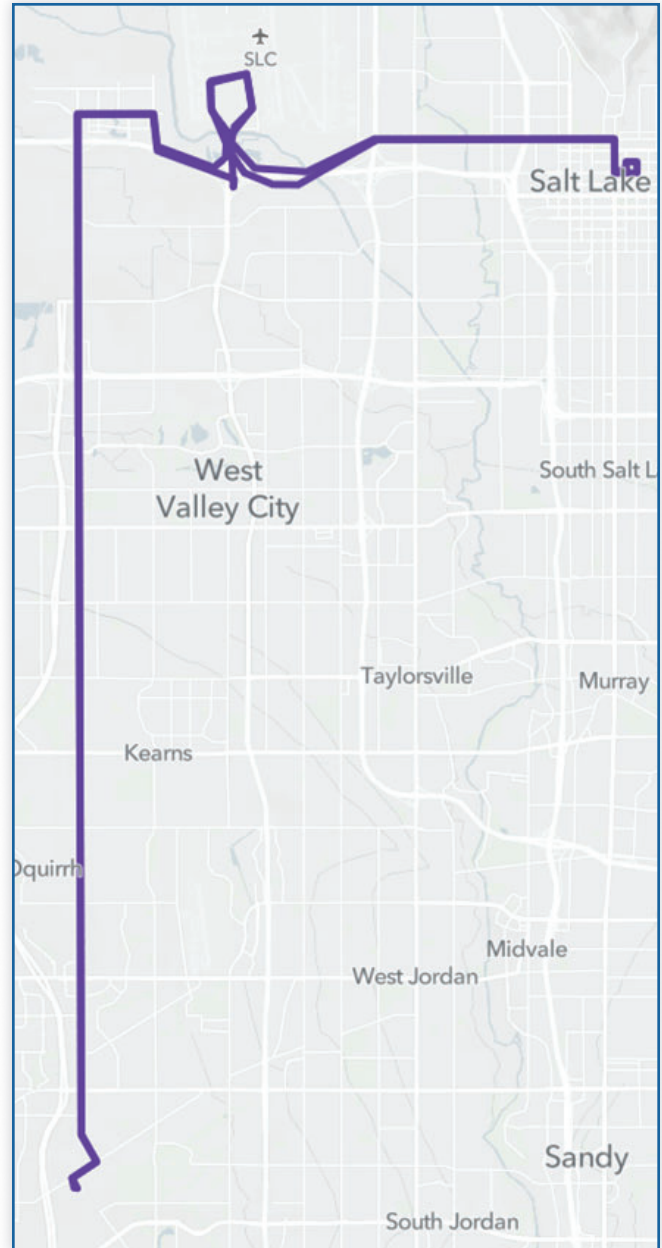
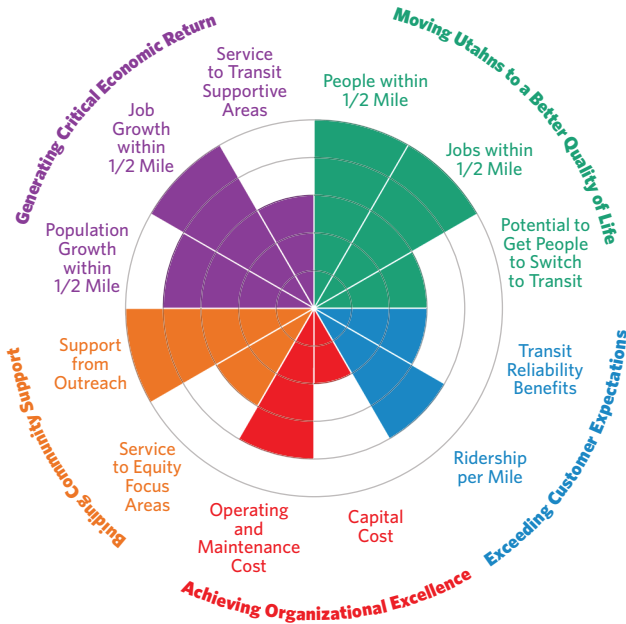


42

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 256 5600 West Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Very High

Description

Route 256 is a new Enhanced Bus line (Core Route) connecting Downtown Salt Lake City, Salt Lake International Airport, International Center and the 5600 West corridor to the Old Bingham Highway TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Service would operate every 15 minutes seven days a week and provide a direct, fast connection between the Mountain View corridor and the Airport.

Potential RTP Amendment: The RTP currently shows Route 256 ending at the Old Bingham Highway TRAX station. While it connects to regional rail, this terminus does not serve Daybreak, which has transit supportive land uses (jobs and residents). Consideration should be given to extending Route 256 to Daybreak.

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$70.0M

Capital Costs (2023\$)

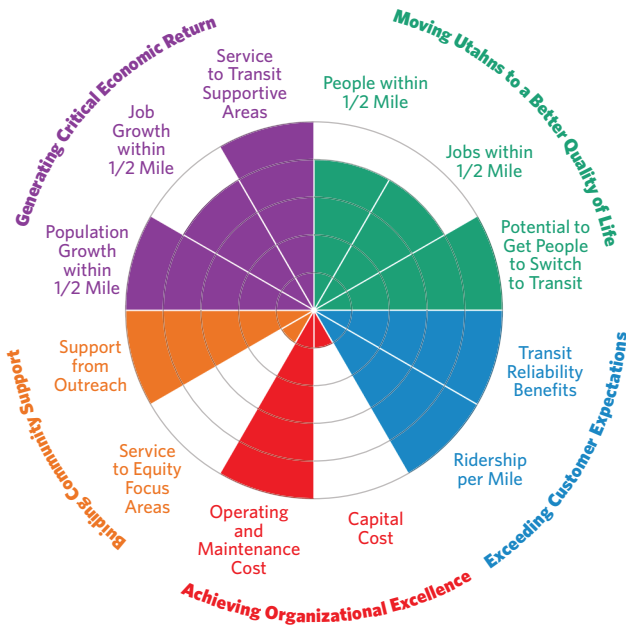


\$3.53M

Annual O&M Costs (2023\$)

Prepare FrontRunner for Better Frequency and Higher Speed Operations

Achieving Our Goals¹



Location, Priority, and Phasing

Counties	Weber, Davis, Salt Lake, Utah
MPOs	WFRC, MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Very High

Description

As part of FrontRunner Forward, the capacity of FrontRunner service is anticipated to be expanded. This includes strategic doubletracking (nine sections of new double track), additional train sets, and signal improvements. Service improvements including Sunday service and trains up to every 15 minutes at peak times are contingent on completion of the doubletracking. While the capital costs of these investments is high, the anticipated ridership and productivity are high as well.

Note: The capital and operating costs are shown for FrontRunner upgrades in Phase 1 of the WFRC and MAG RTPs and do not include additional upgrades in later RTP phases.



\$966.1M

Capital Costs (2023\$)



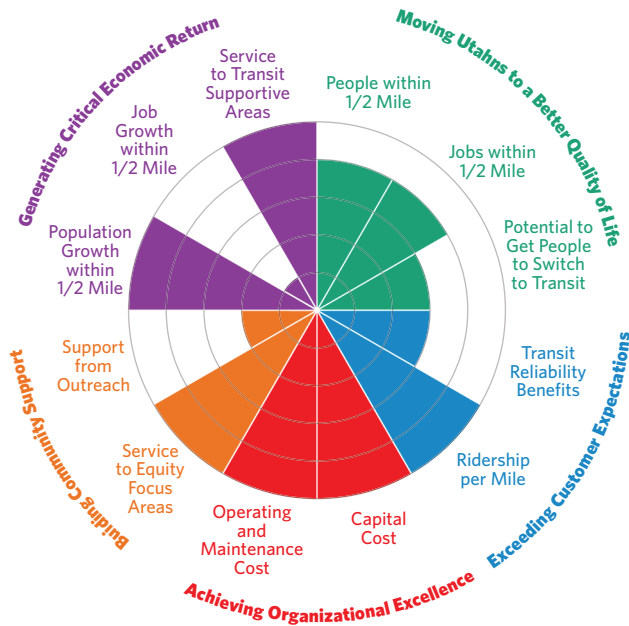
\$16.32M

Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Implement Route 3 300 West Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

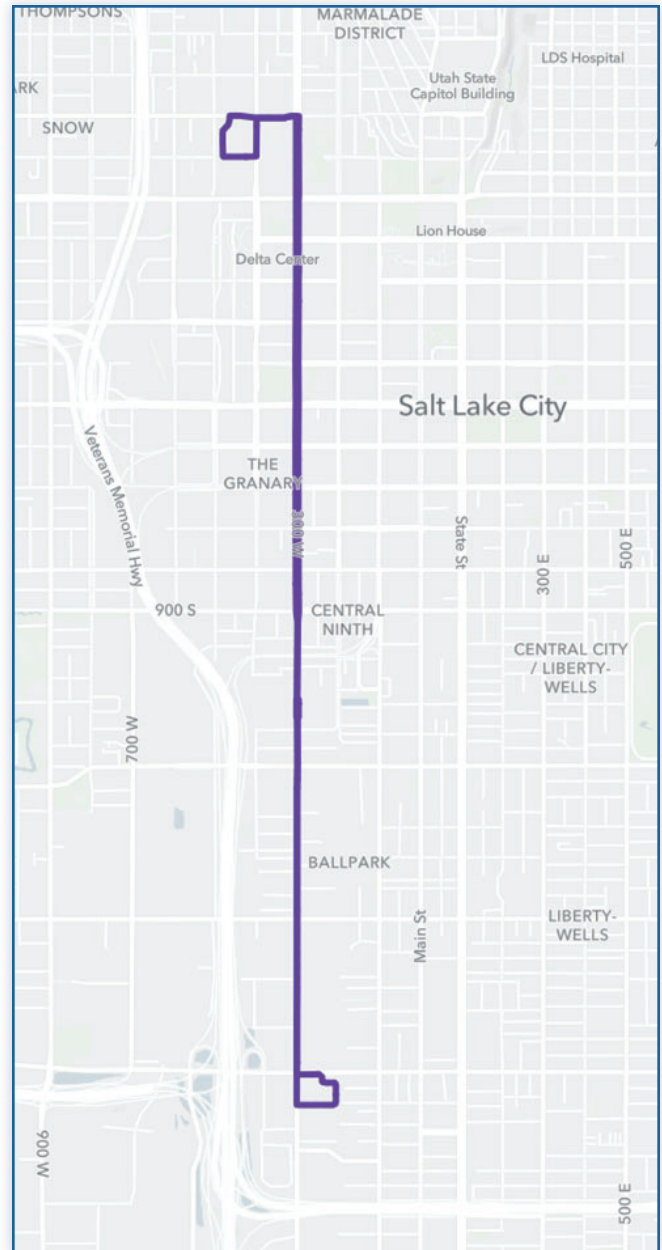
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	High

Description

Route 3 is a new Core Route connecting North Temple FrontRunner Station, 300 West, and Central Pointe Station. It provide a direct, frequent service in a rapidly growing area of Salt Lake City. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times.

Potential RTP Amendment: Route 3 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth along the corridor, and cost-effectiveness factors, Route 3 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$4.62M

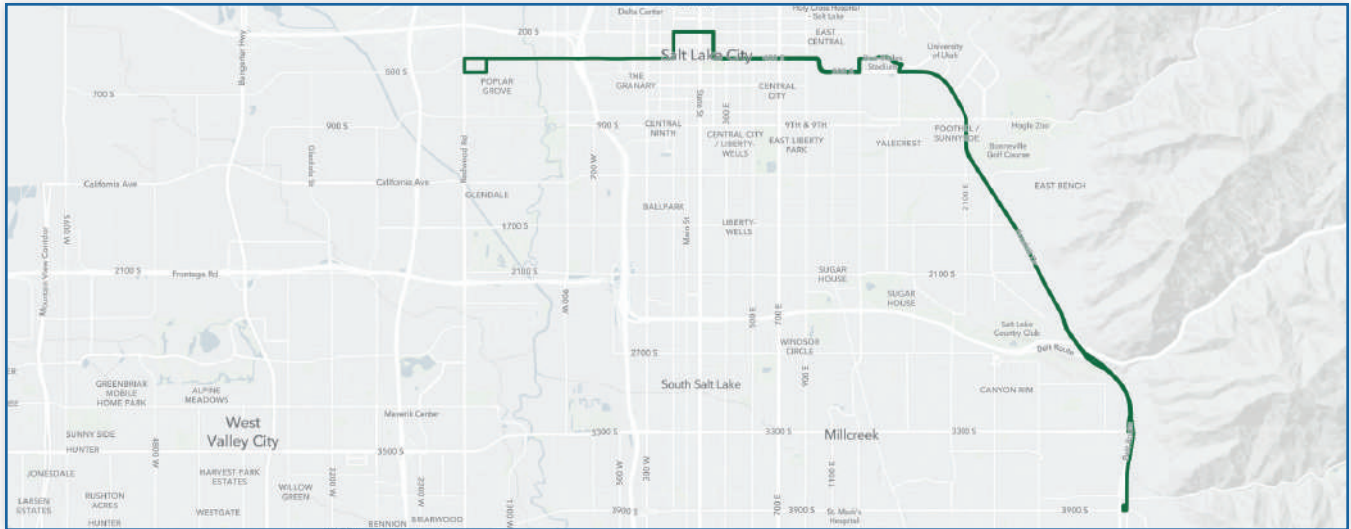
Capital Costs (2023\$)



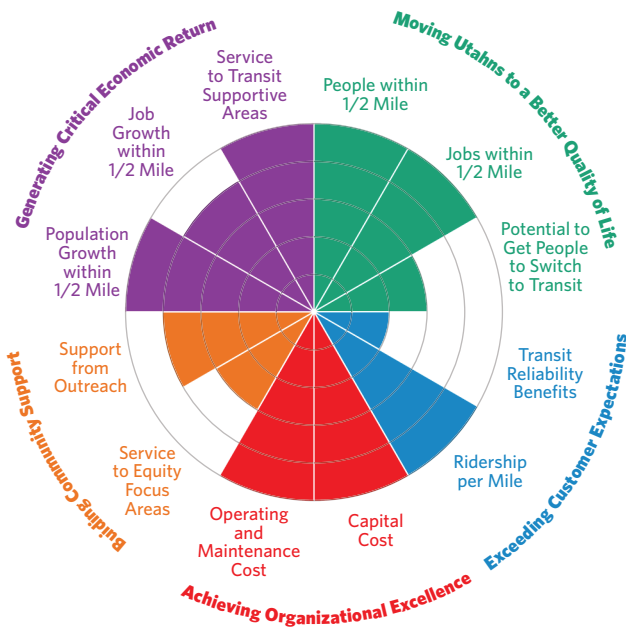
\$1.05M

Annual O&M Costs (2023\$)

Upgrade Route 4 400 South / Foothill Drive to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

Route 4 connects Olympus Cove Park and Ride, Wasatch Boulevard, Foothill Drive, University of Utah, 400 S, Downtown Salt Lake City, 400 S, and Redwood Road. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday frequencies would be improved to every 10 minutes while Saturday and Sunday frequencies would be improved to every 15 minutes.

Potential RTP Amendment: Route 4 has high productivity numbers (future passengers per hour). Given ridership projections, economic growth, and cost-effectiveness factors, Route 4 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).



\$13.2M

Capital Costs (2023\$)



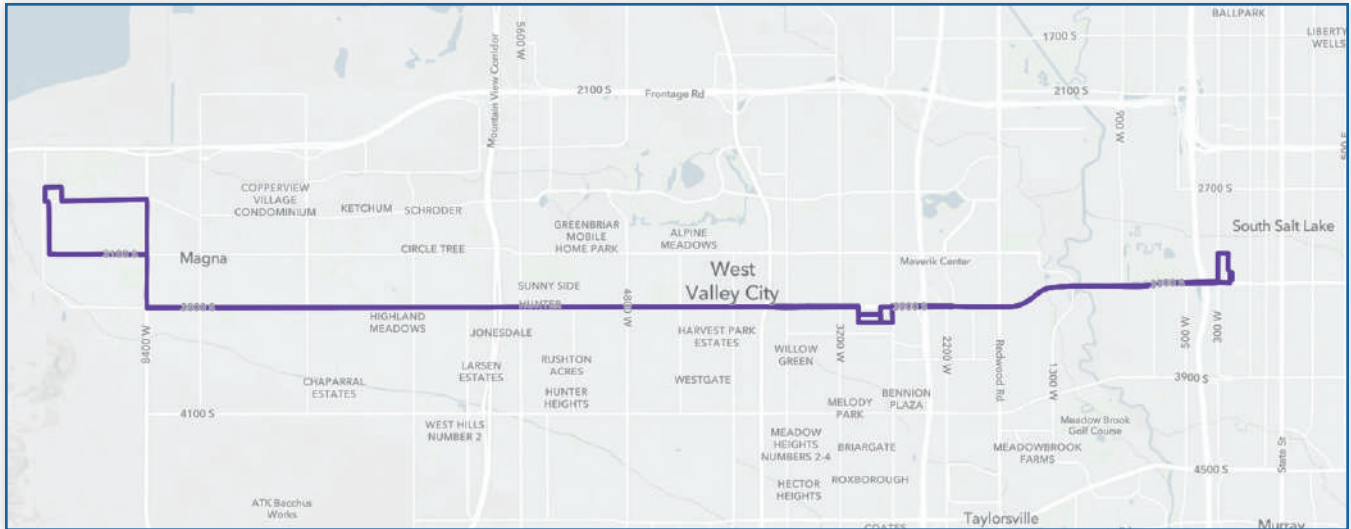
\$3.0M

Annual O&M Costs (2023\$)

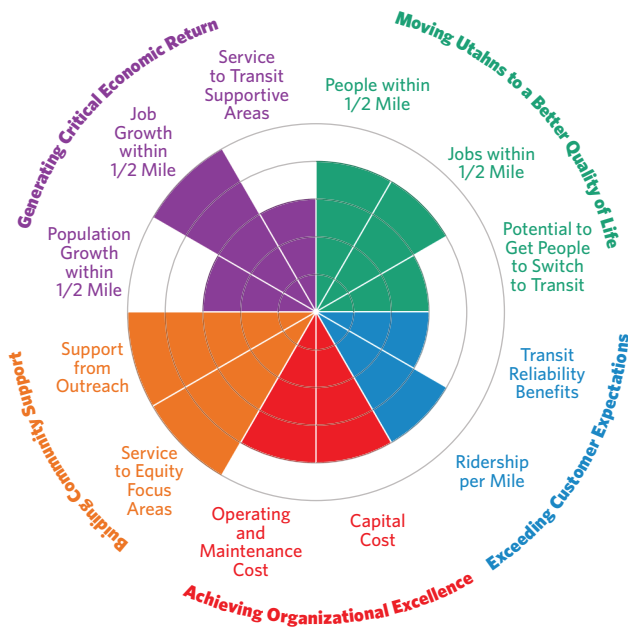
R2024-03-02

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 35 3500 South to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

Route 35 connects Magna, 3500 West, West Valley Central Station, and the Millcreek TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.



\$16.56M

Capital Costs (2023\$)



\$3.52M

Annual O&M Costs (2023\$)

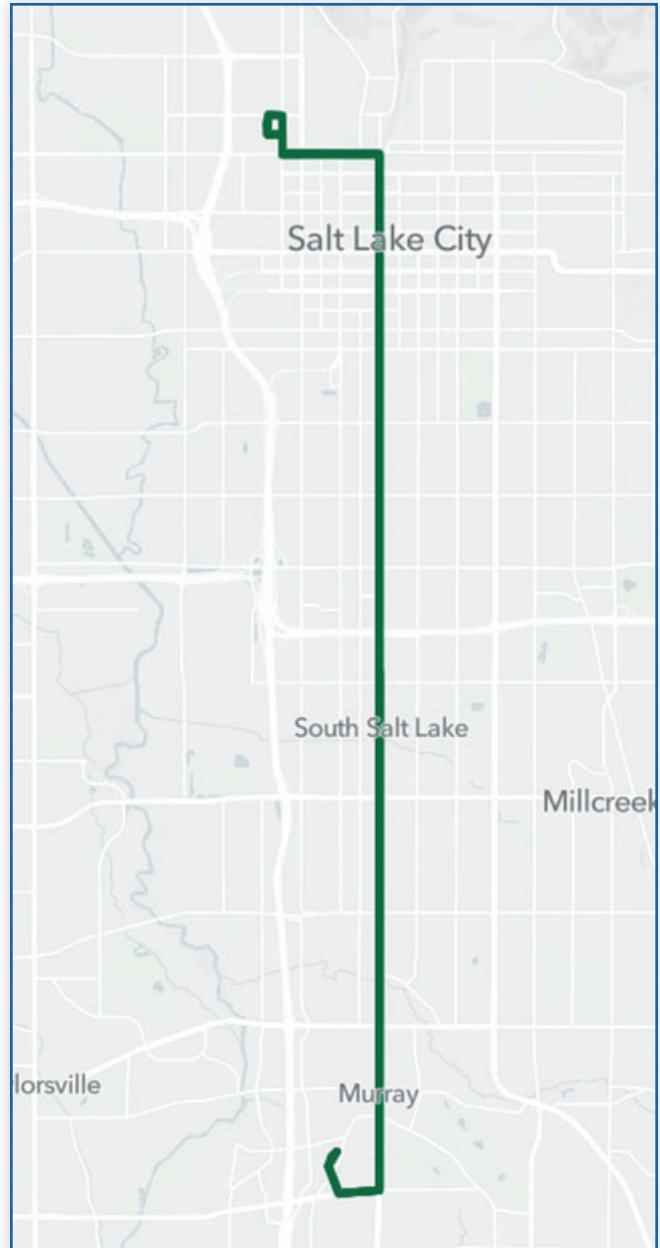
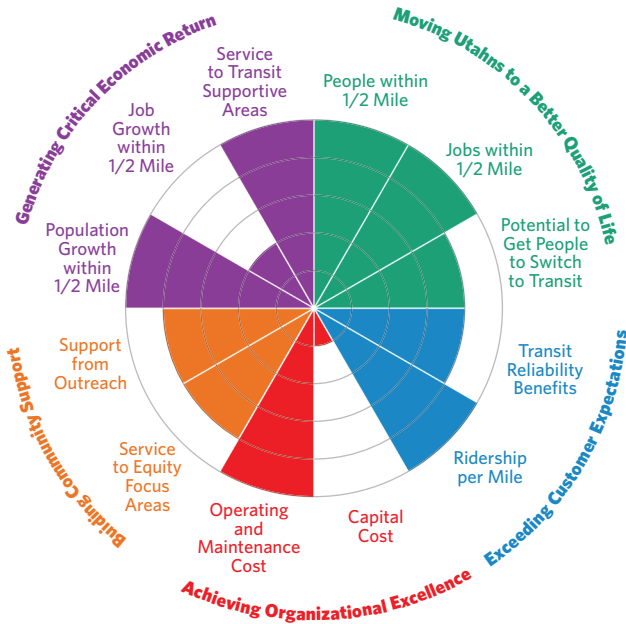
R2024-03-02



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 200 State Street North to Rapid Bus (Bus Rapid Transit)

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 2 Priority (2033-2042):	High

Description

Route 200 connects the North Temple FrontRunner Station with downtown Salt Lake City and Murray Central Station. This project would add Rapid Bus (BRT) elements including branding, off-board fare collection, elevated platforms, and enhanced stations as well as speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times. Service would be every 15 minutes seven days a week. The Capital will continue to have service once Route 200 service levels are upgraded.

Potential RTP Amendment: The RTP identified this corridor for an upgrade to Rapid Bus (BRT) in Phase 2 (2033-2042) project, but with a Phase 1 need. Given ridership projections, economic growth, and cost-effectiveness factors, Route 200 should be considered in Phase 1 for upgrades to Rapid Bus (BRT).

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$5.22M

Capital Costs (2023\$)



\$130,000

Annual O&M Costs (2023\$)



Upgrade Route 217 Redwood Road to Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

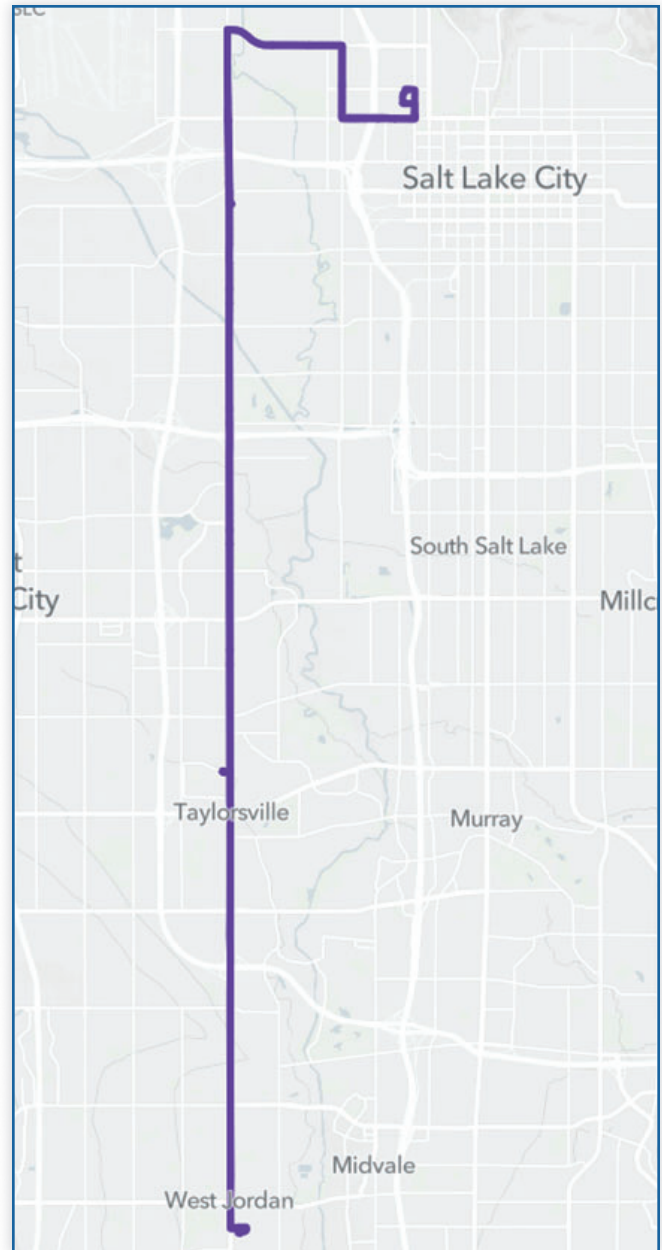
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	High

Description

Route 217 connects the North Temple FrontRunner Station with the West Jordan City Center Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15 minute service.

Potential RTP Amendment: Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$17.27M

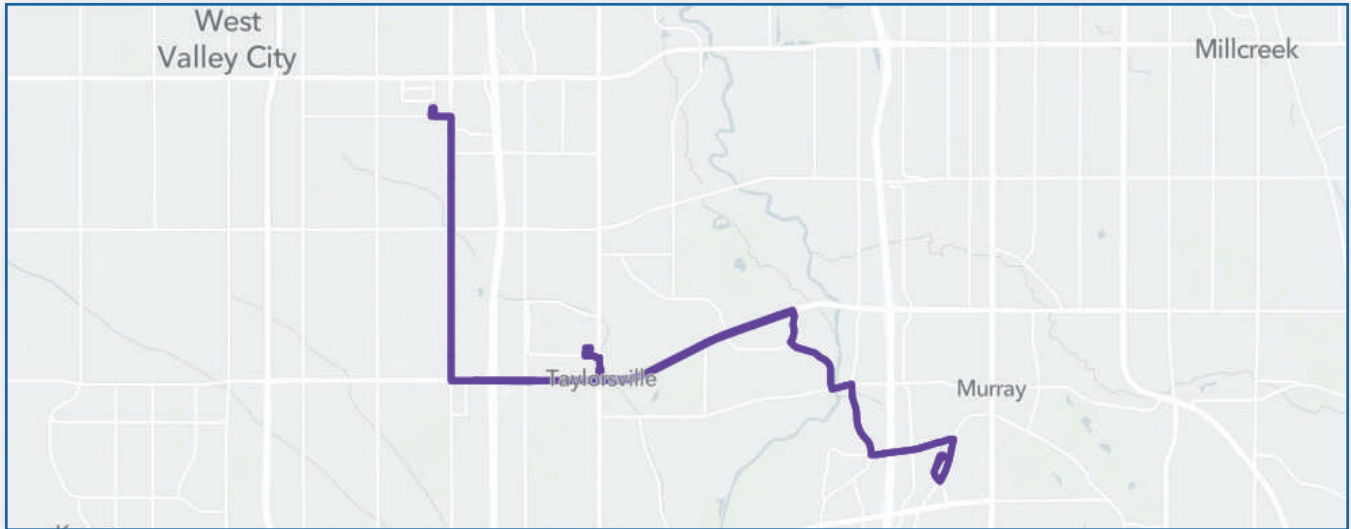
Capital Costs (2023\$)



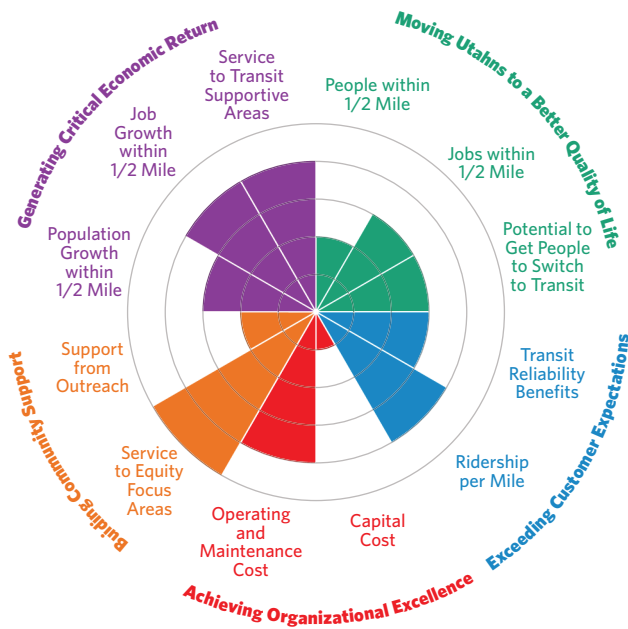
\$3.93M

Annual O&M Costs (2023\$)

Implement the Midvalley Connector Rapid Bus (Bus Rapid Transit)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

The Midvalley Connector Rapid Bus (BRT) will connect Murray Central Station to the SLCC Redwood Campus and West Valley Central Station. The Rapid Bus line has passed environmental reviews and is entering construction.

Rapid Bus (BRT) elements include branding, off-board fare collection, elevated platforms, and enhanced stations as well as robust speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times.



\$115.0M

Capital Costs (2023\$)



\$1.03M

Annual O&M Costs (2023\$)

R2024-03-02

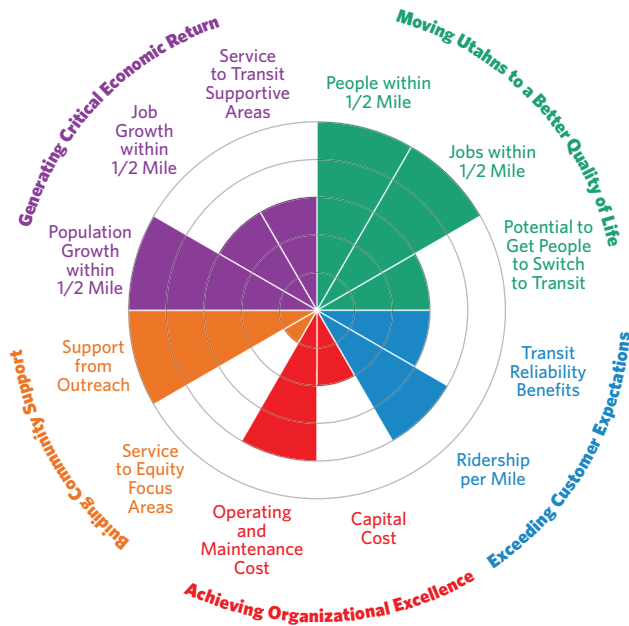


50

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Davis - Salt Lake City Community Connector Enhanced Bus (Core Route)

Achieving Our Goals¹

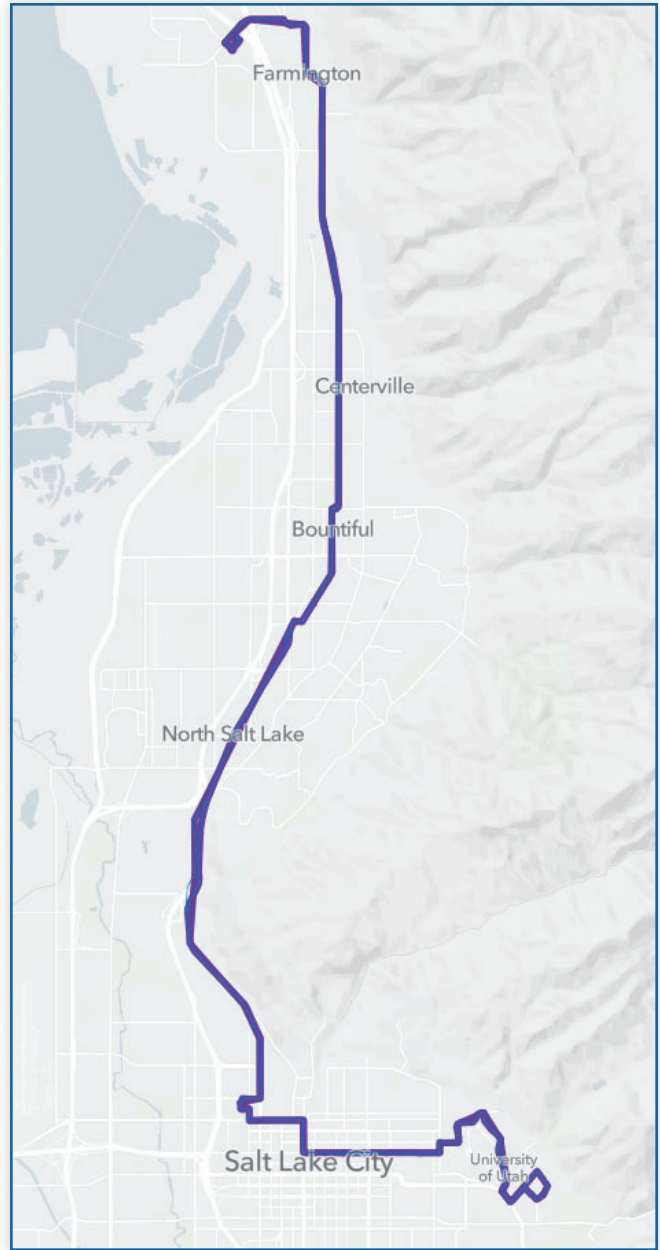


Location, Priority, and Phasing

County	Davis, Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	High

Description

This project will connect the Farmington FrontRunner Station, Centerville, Bountiful, North Salt Lake, and other areas of south Davis County to downtown Salt Lake City and Research Park. The project will also include speed and reliability treatments to improve travel times and customer amenities such as branded shelters.



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$75.6M

Capital Costs (2023\$)

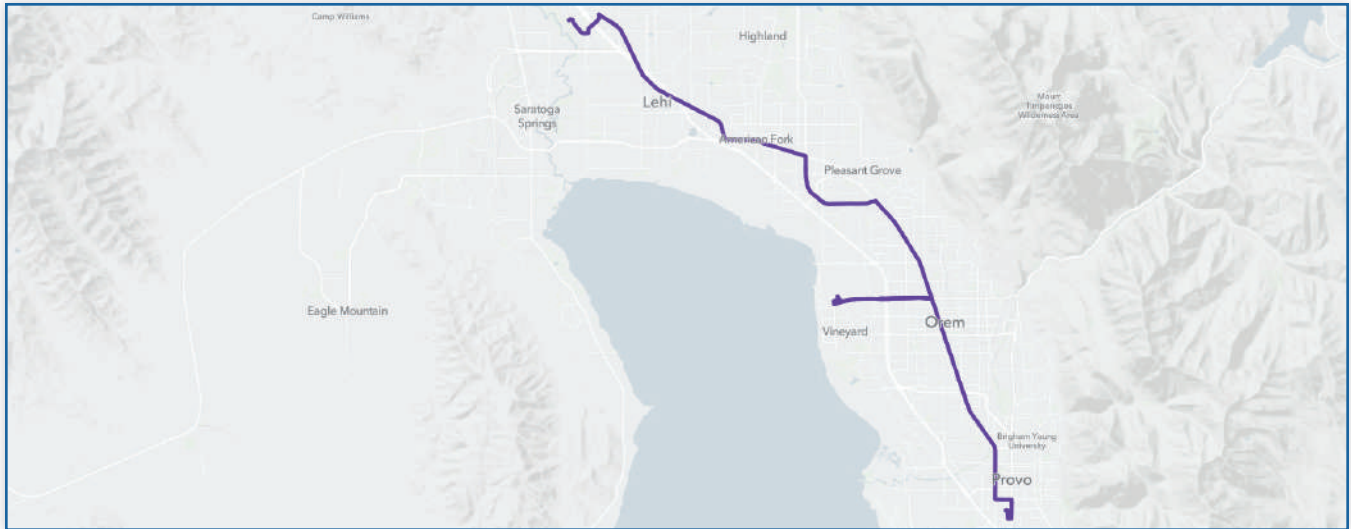


\$6.38M

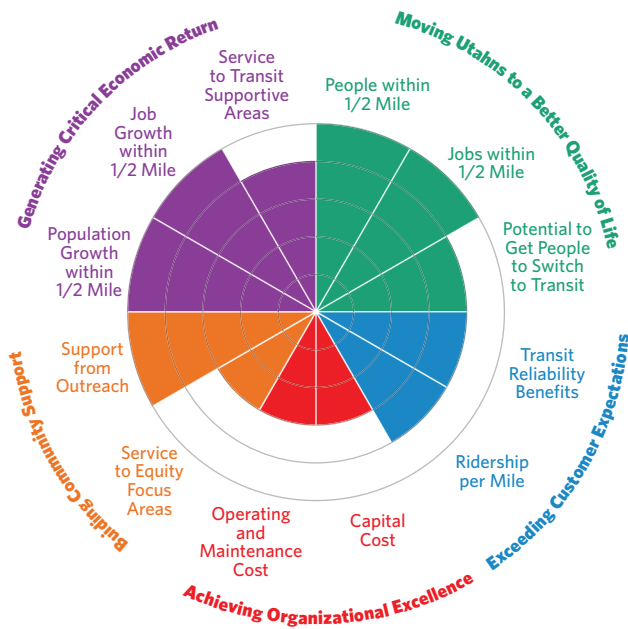
Annual O&M Costs (2023\$)



Upgrade Route 850 to Central Corridor State Street Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Utah
MPO	MAG
RTP Implementation Year:	2023-2032
Phase 1 Priority (2023-2032):	High

Description

This project will connect the Lehi FrontRunner Station, American Fork, Orem, Provo, and the Provo Central FrontRunner Station. The project will also include speed and reliability treatments such as transit signal priority and passenger amenities such as branded shelters. These improvements will help support a future transition to full Rapid Bus (BRT) service in this corridor.



\$13.8M

Capital Costs (2023\$)



\$2.997M

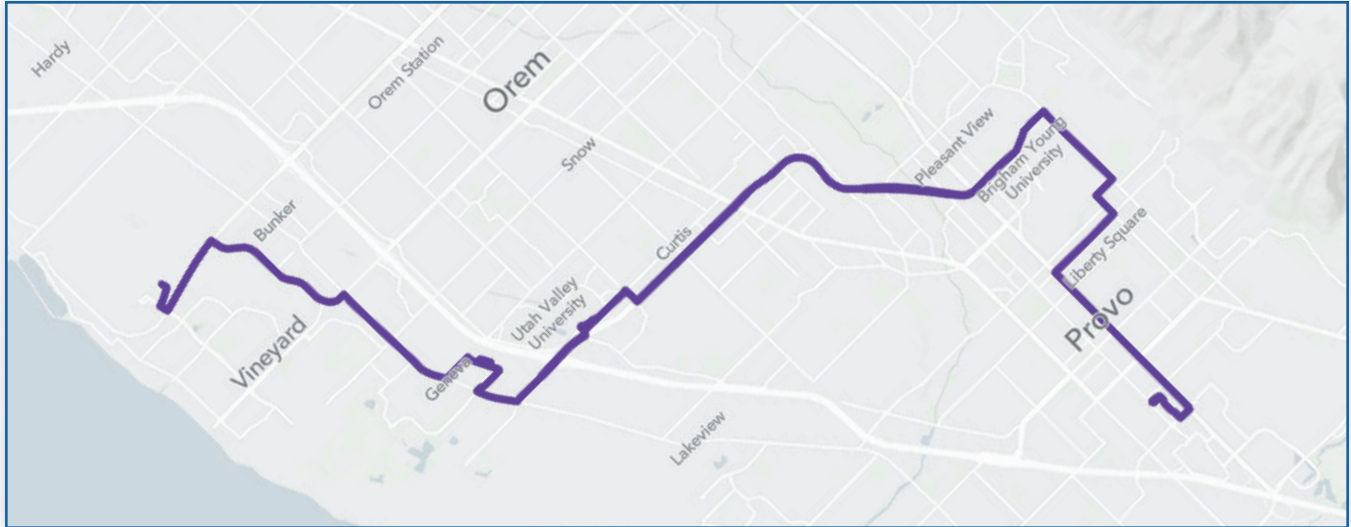
Annual O&M Costs (2023\$)

R2024-03-02

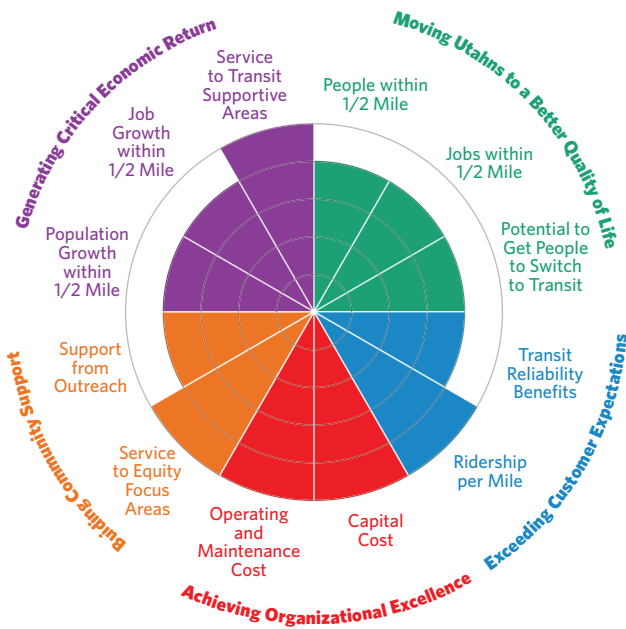


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Extend UVX to Vineyard FrontRunner Station



Achieving Our Goals¹



Location, Priority, and Phasing

County	Utah
MPO	
RTP Implementation Year:	2023-2032
Phase 1 Priority (2023-2032):	High

Description

This project will extend the UVX Rapid Bus (BRT) line from Orem Central FrontRunner Station to Vineyard Station. Anticipated frequencies are expected to remain at today's levels. The extension will incorporate speed and reliability treatments such as transit signal priority and passenger amenities such as branded shelters. A second extension from the southern terminus will serve the Provo Airport (see separate project sheet).

This project will require additional study and the extension would not be feasible until development at Vineyard is built out sufficiently to warrant this level of service.



\$1.6M

Capital Costs (2023\$)



\$339,000

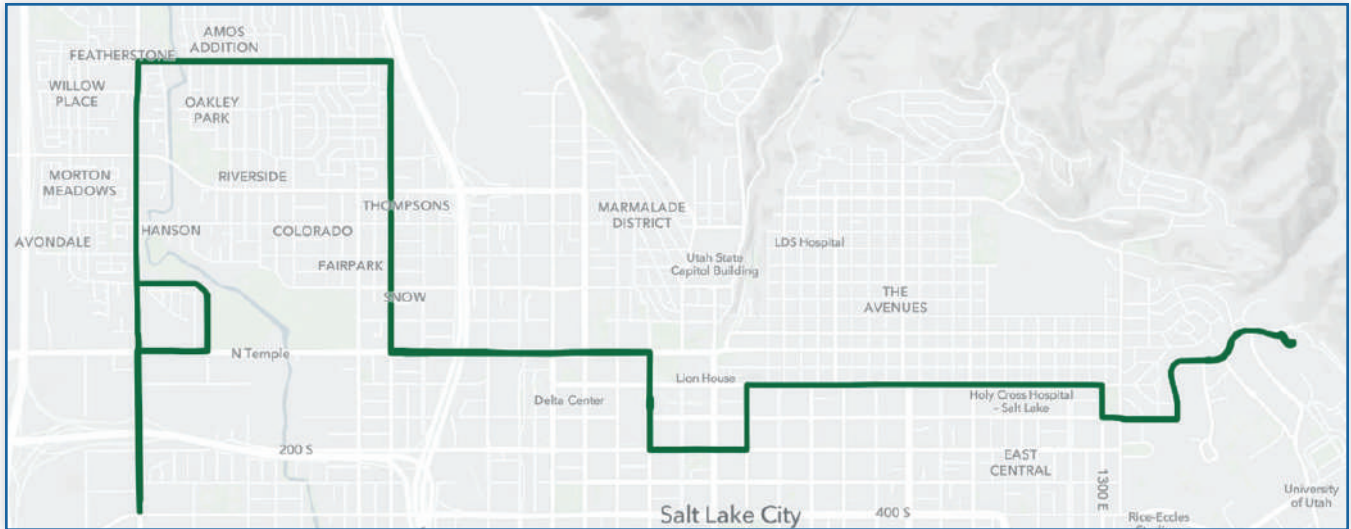
Annual O&M Costs (2023\$)

R2024-03-02

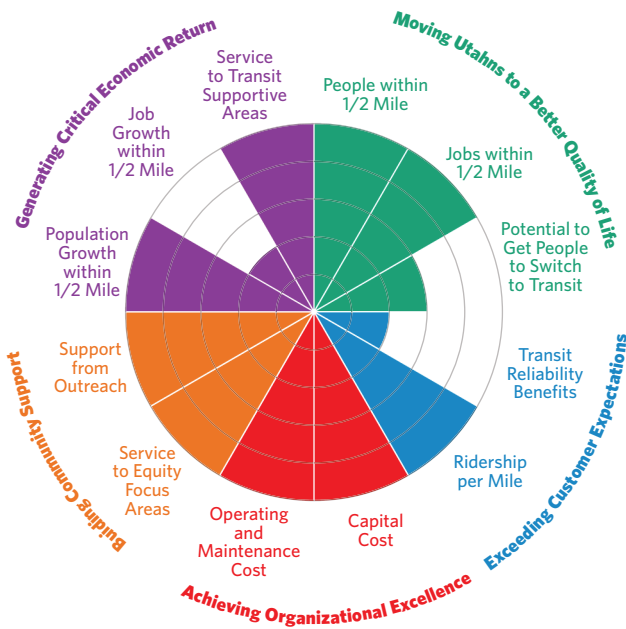


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 1 Rose Park / South Temple to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 1 connects Rose Park, downtown Salt Lake City, and the University of Utah with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.



\$7.2M

Capital Costs (2023\$)



\$610,000

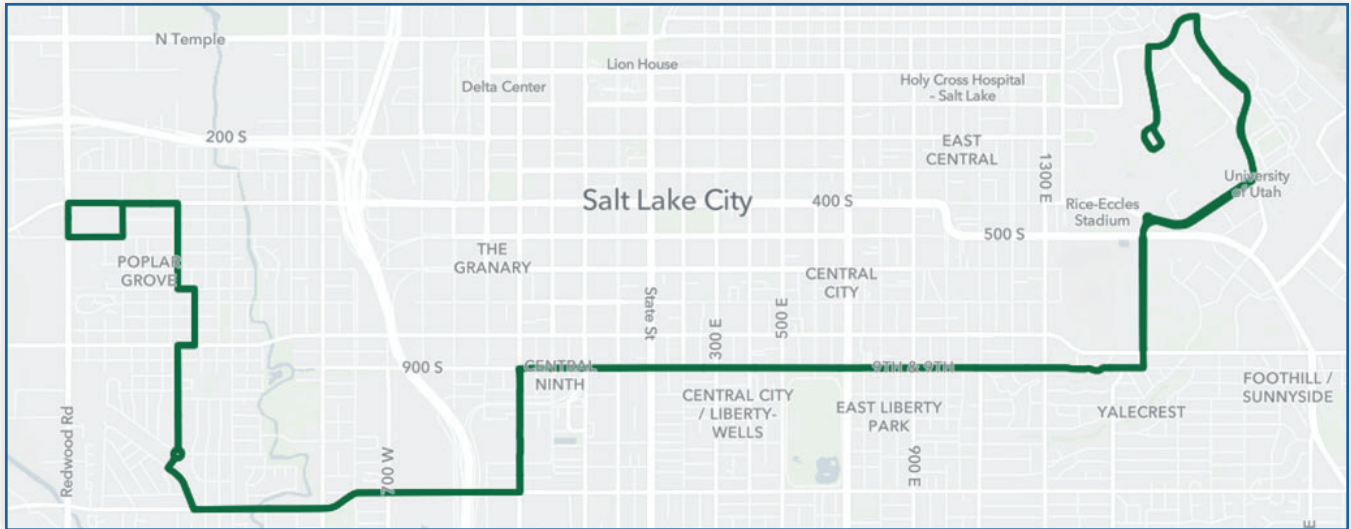
Annual O&M Costs (2023\$)

R2024-03-02

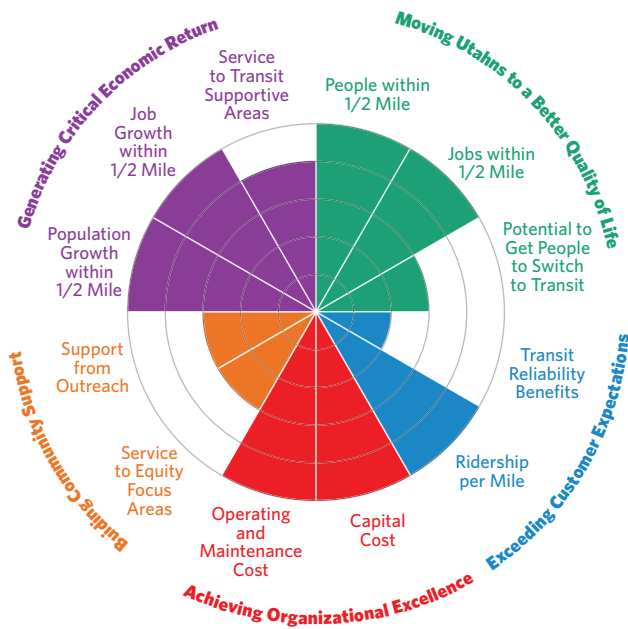


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 9 900 South to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 9 connects the University of Utah with 900 South and West Salt Lake City. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday frequencies would be improved to every 15 minutes.



\$6.72M

Capital Costs (2023\$)



\$1.46M

Annual O&M Costs (2023\$)

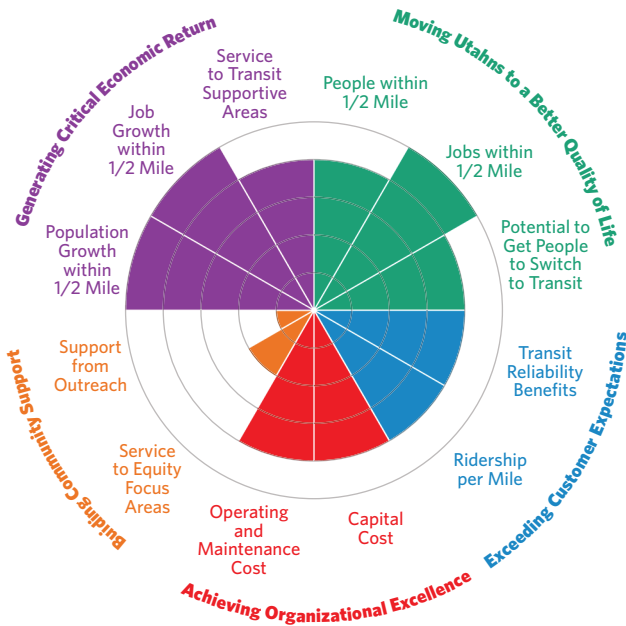
R2024-03-02



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 201 State Street South to Enhanced Bus (Core Route)

Achieving Our Goals¹

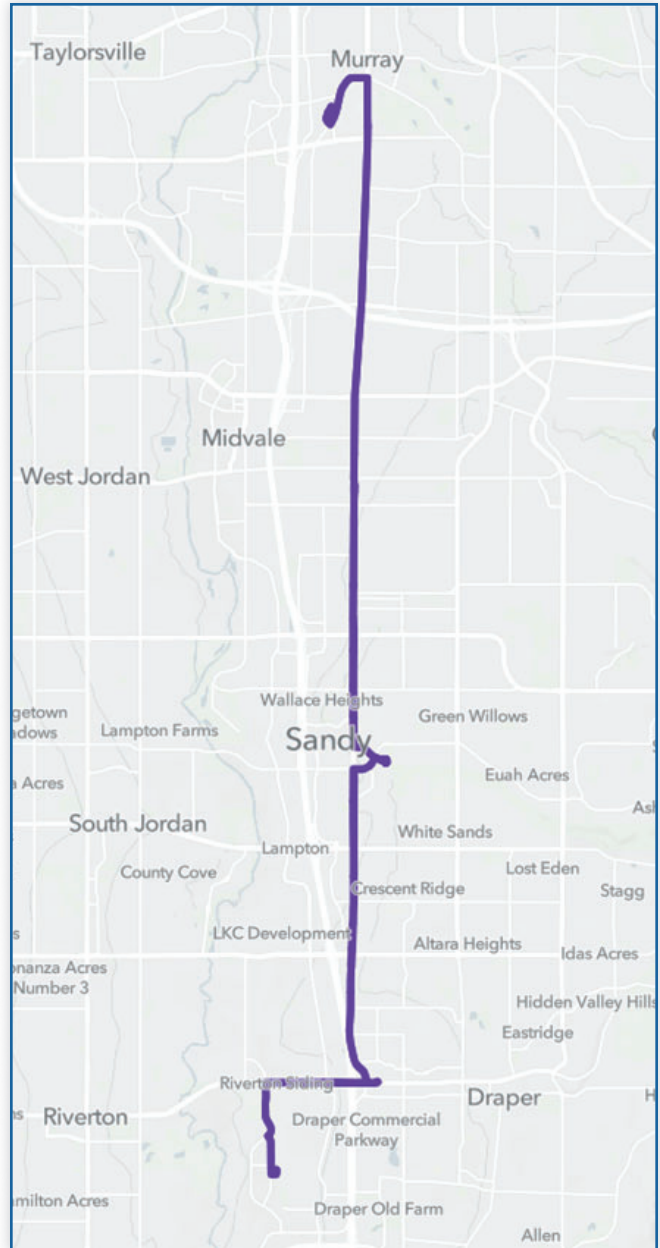


Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Medium

Description

Route 201 connects the Murray Central Station with Sandy and the Draper FrontRunner Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday service would be every 15 minutes.



\$6.66M

Capital Costs (2023\$)



\$1.45M

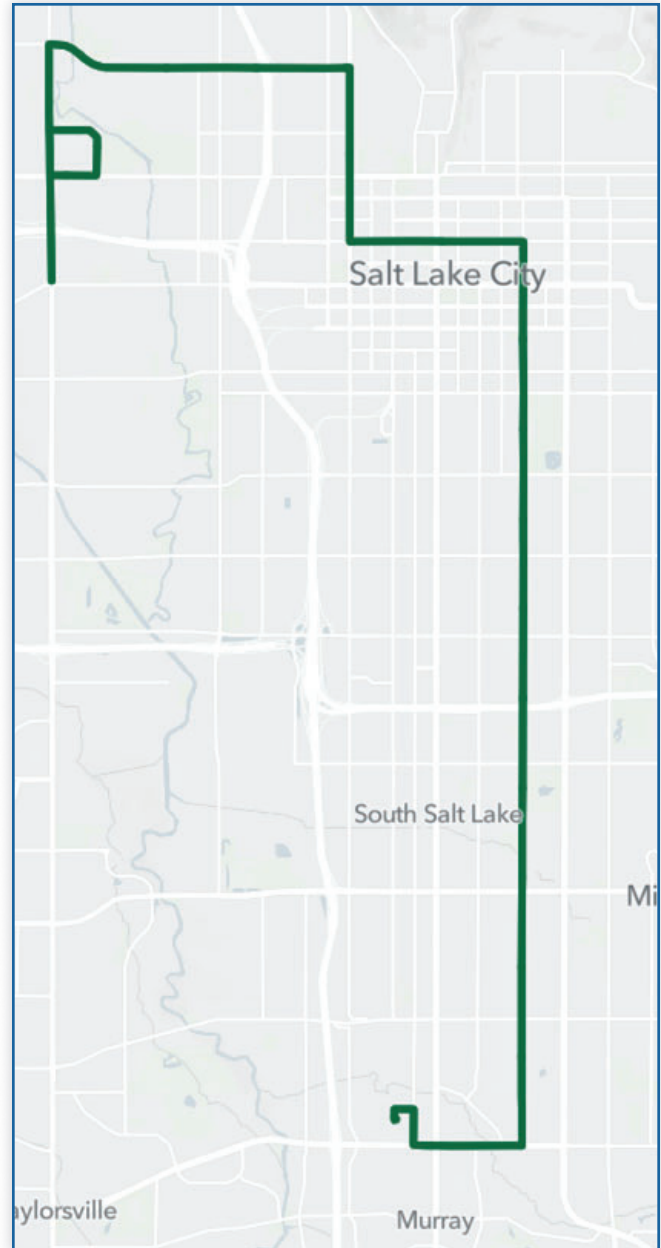
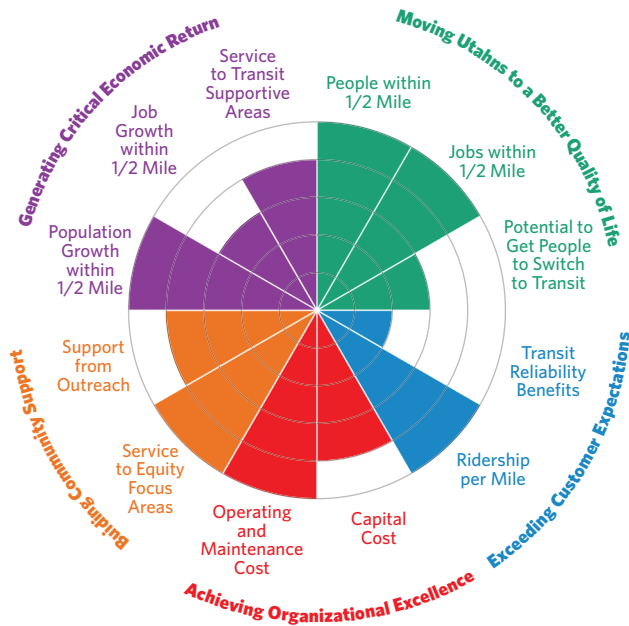
Annual O&M Costs (2023\$)



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 205 500 East to Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Medium

Description

Route 205 connects Redwood Road, the North Temple Frontrunner Station, downtown Salt Lake City, and Murray Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15-minute service.



\$14.74M

Capital Costs (2023\$)



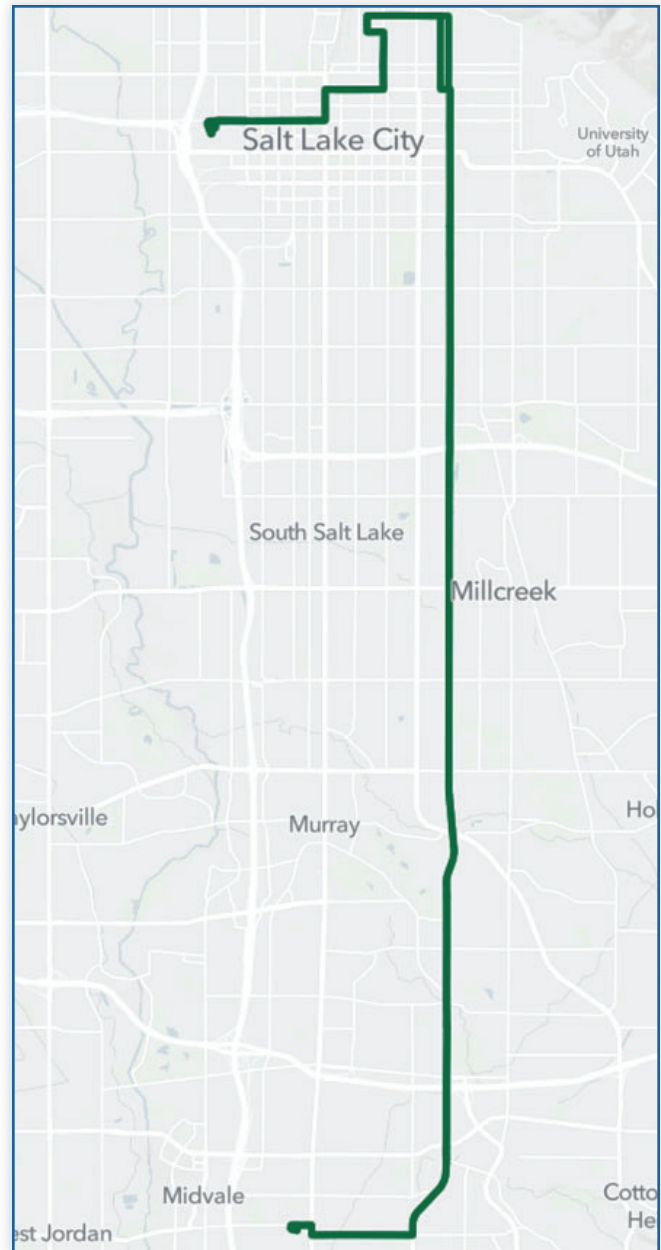
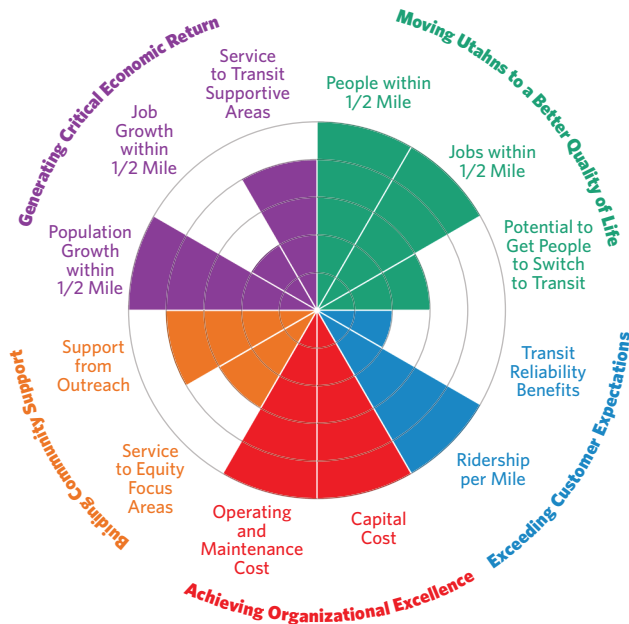
\$3.35M

Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 209 900 East to Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Medium

Description

Route 209 would connect Salt Lake Central Station, downtown Salt Lake City, the Avenues, and 900 East with Midvale Center Station with frequent weekday service. This project would extend the southern route terminus from Fashion Place West Station to Midvale Center Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while weekend service would be improved to 15-minute service.



\$19.03M

Capital Costs (2023\$)

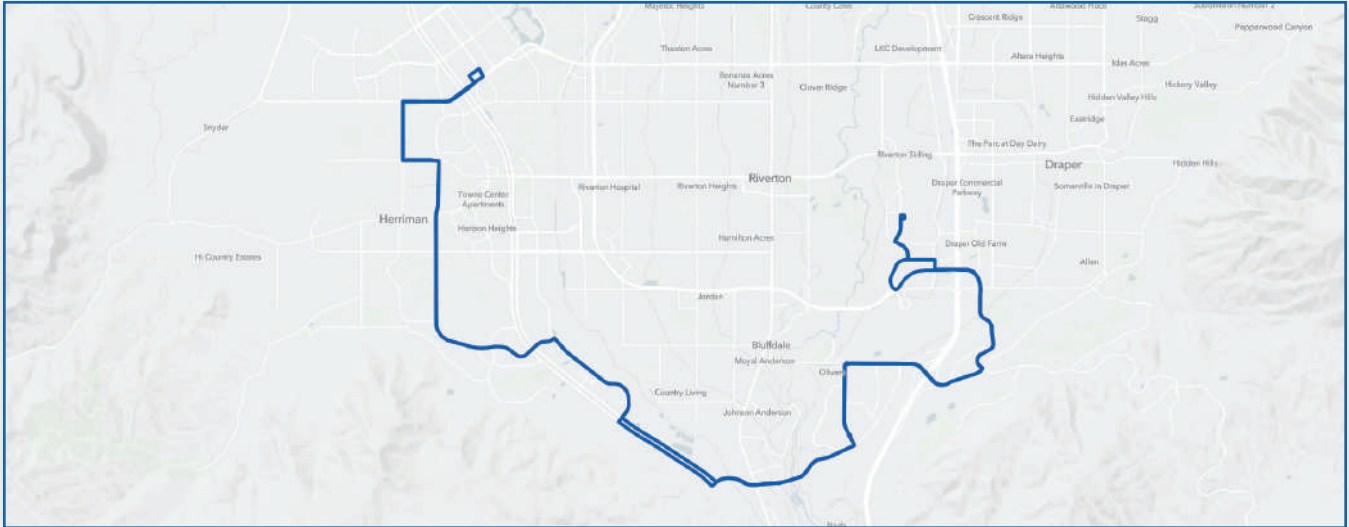


\$4.33M

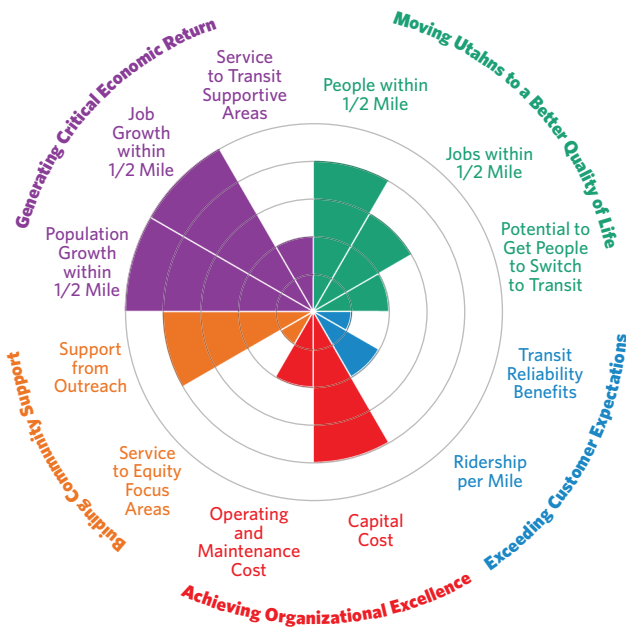
Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Implement Route 146 Mountain View South Local Route



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Route 146 is a new local bus route that connects Daybreak with Draper via the rapidly growing Mountain View Corridor. This area is currently served by the South Valley On Demand service. Due to increasing residential and commercial development along this corridor, an upgrade to fixed-route service is recommended. Route 146 would operate 7 days a week with 30 to 60 minute frequency.



\$2.53M

Capital Costs (2023\$)



\$3.39M

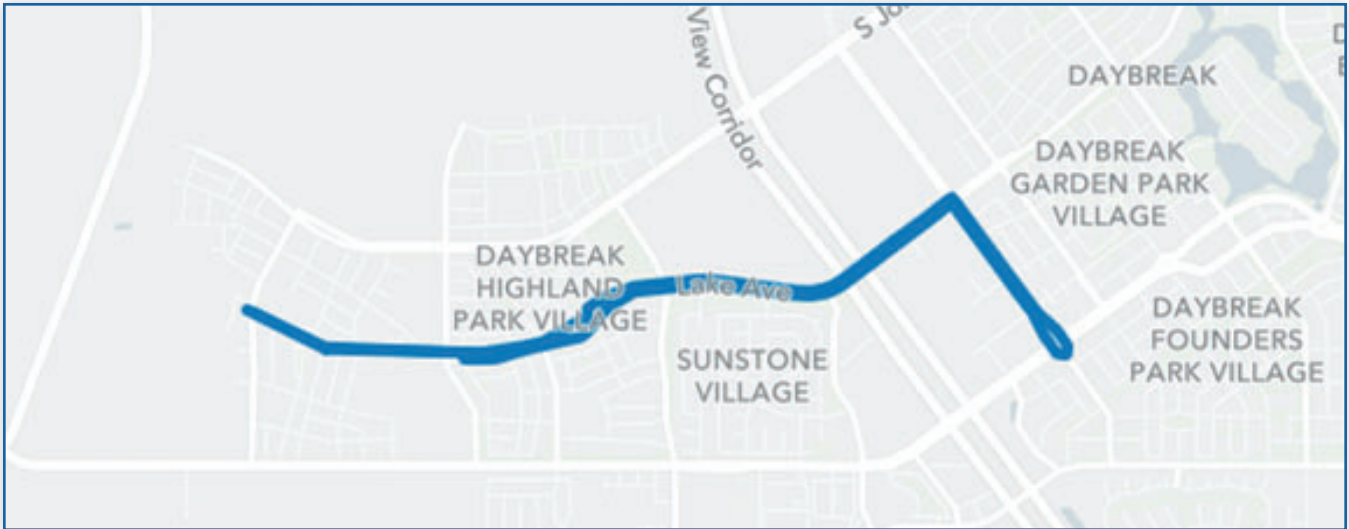
Annual O&M Costs (2023\$)

R2024-03-02

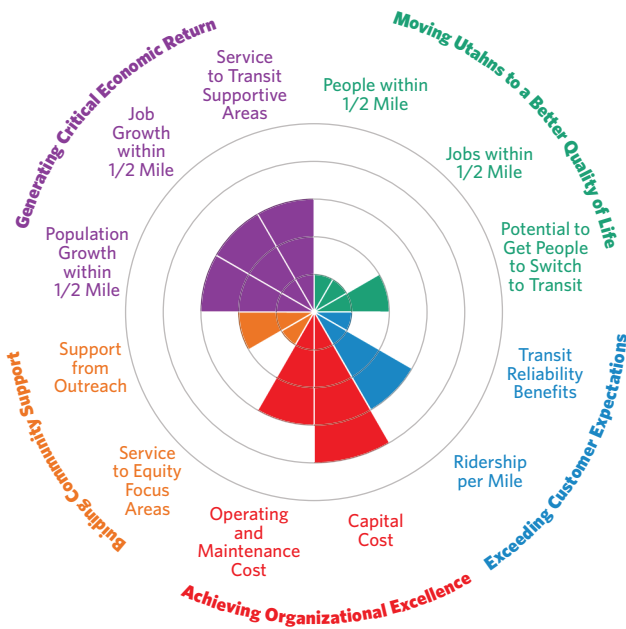


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 298 Lake Avenue Local Route



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Route 298 is a new local bus route that connects Daybreak with the rapidly developing areas on Lake Avenue west of the Mountain View Corridor. Route 298 will allow these new denser residential areas to have easy access to TRAX. Route 298 would operate 7 days a week with 30 minute frequency.



\$505,000

Capital Costs (2023\$)



\$471,000

Annual O&M Costs (2023\$)

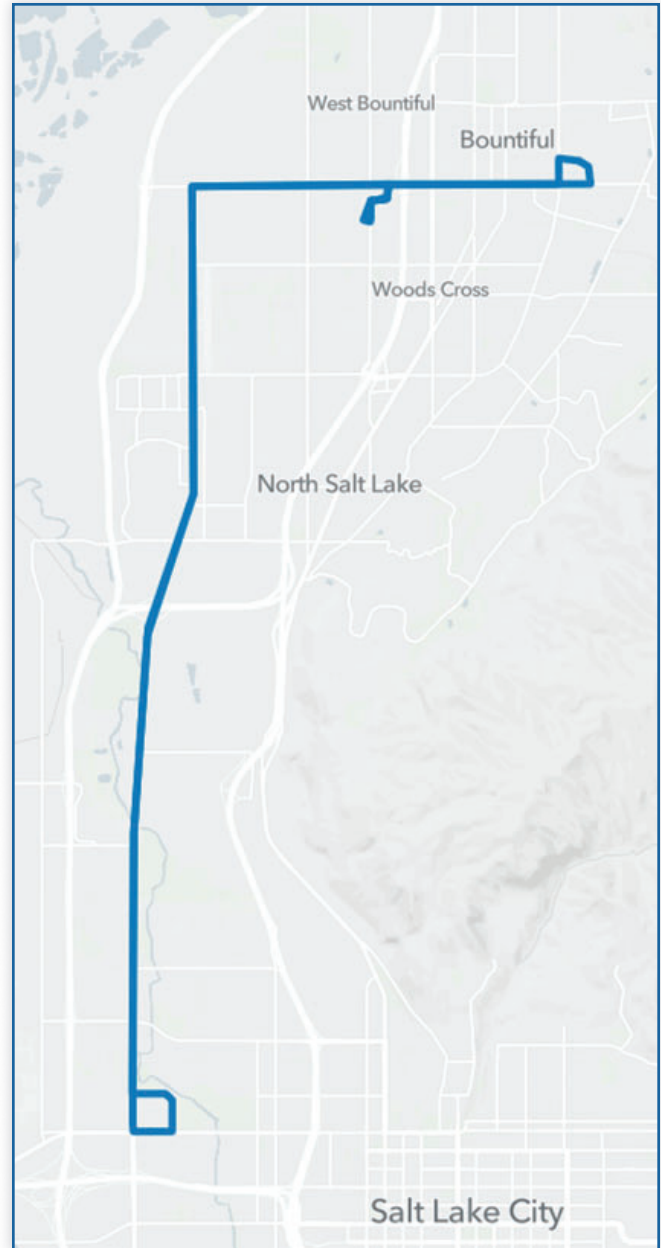
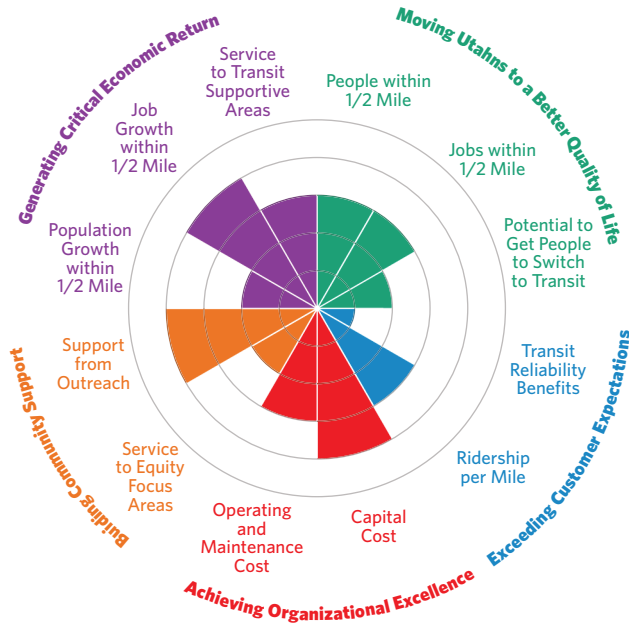
R2024-03-02



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Implement Route 479 North Redwood Local Route

Achieving Our Goals¹



Location, Priority, and Phasing

County	Davis, Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Route 479 is a new local bus route that provides a direct connection between North Temple by Redwood Road and Lakeview Hospital in Bountiful. It serves North Redwood Road and 500 S, along with the Woods Cross FrontRunner Station. It provides a new connection between South Davis and Salt Lake Counties and serves commercial and residential areas that are currently partially served by On Demand. Route 479 was projected to be one of the most cost-effective new routes in UTA Moves 2050. Route 479 would operate 7 days a week with 30 and 60 minute frequency.

\$1,520,000

Capital Costs (2023\$)

\$2,060,000

Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Sunday Service to Saturday Service Levels

Priority and Phasing


Counties	Box Elder, Weber, Davis, Salt Lake, Tooele, Utah
MPO	WFRC, MAG
RTP Implementation Year:	Local Routes not in RTP
Phase 1 Priority (2023–2032):	Medium


Description

UTA operates less than half of its service on Sundays. While there are 18 frequent routes on weekdays and 11 on Saturdays, there are none on Sundays. While travel demand is lower on Sundays than weekdays, Sunday service is essential for those who need the service the most. Nationwide, other agencies have seen a greater return on investment for improving weekend service than improving weekday service, particularly in areas where service was infrequent or unavailable. Improving weekend service does not require additional vehicles or base capacity and uses existing infrastructure investments more effectively.

All routes operating on Saturdays should operate on Sunday, and Sunday service levels should be comparable to Saturdays.


Almost all communities currently served by UTA would see a meaningful improvement in Sunday mobility.





Minimal

Capital Costs (2023\$)



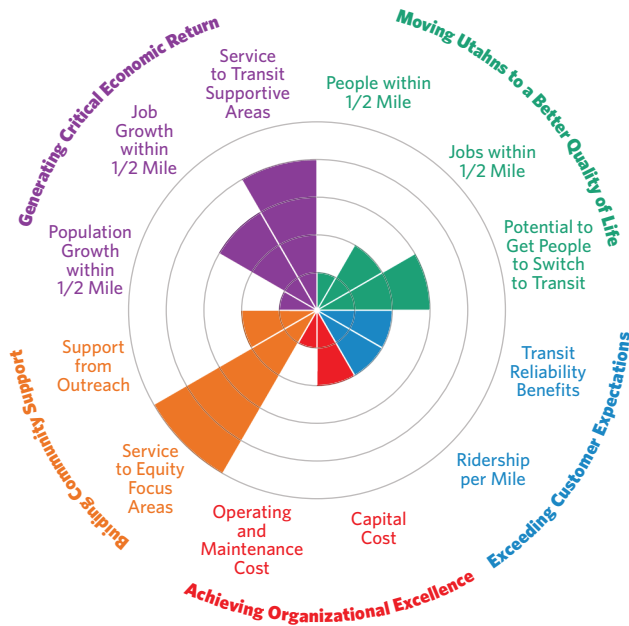
\$9.0M

Annual O&M Costs (2023\$)

R2024-03-02

Implement Route 236 West Valley - SLC Airport Local Route

Achieving Our Goals¹

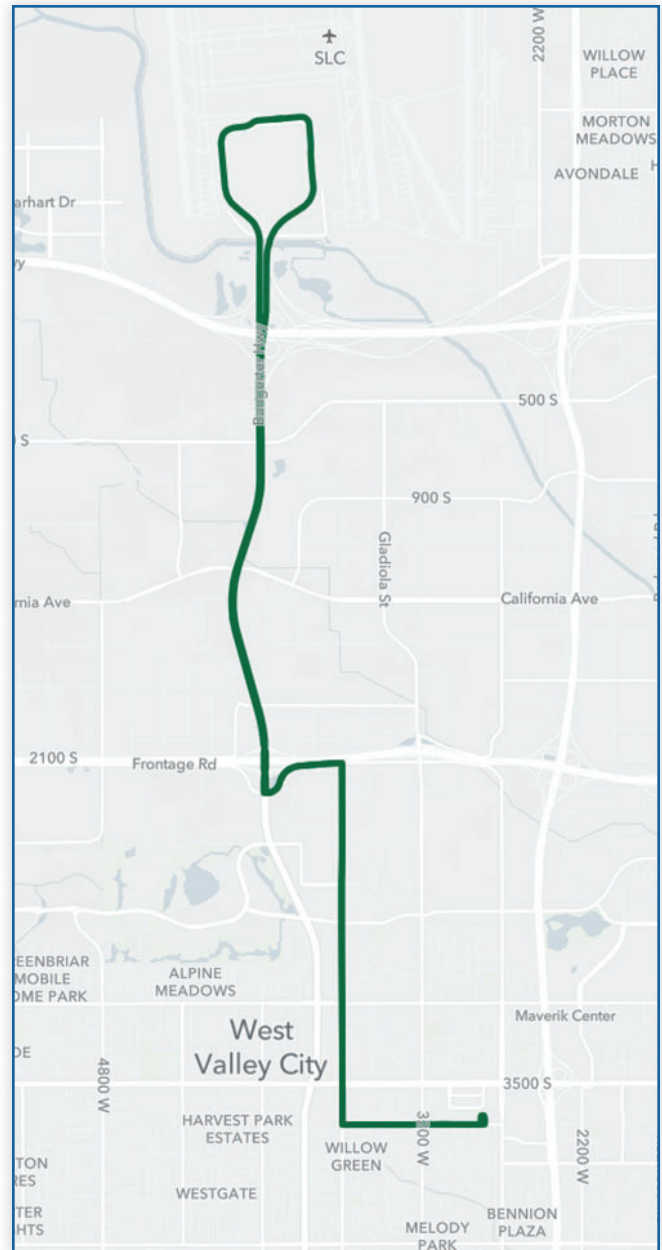


Priority and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Route 236 is a new local bus route that provides a direct connection between the West Valley Central Station with SLC Airport. Route 236 would operate 7 days a week, with early and late service that corresponds to work times at the airport.



\$4.16M

Capital Costs (2023\$)



\$3.21M

Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Project Sheet: TRAX Improvements Considered for RTP

Priority and Phasing

Counties	Salt Lake
MPO	WFRC
RTP Implementation Year:	Phases 2 and 3
Phase 1 Priority (2023-2032):	Medium

Description

The Future of Light Rail Study outlined a series of potential improvements to TRAX. Specific improvements include:

Orange Line Implementation

The Future of Light Rail study indicated the potential need for a fourth light rail line that connects Research Park, the University of Utah, Downtown Salt Lake City, and Salt Lake City International Airport.

The RTP includes a multi-phase strategy, with Phase 2 implementation of Research Park to downtown Salt Lake City and a Phase 3 implementation of service to Salt Lake City International Airport.

(See also a separate project sheet.)

New Service Patterns with Blue and Green Line Termini

Travel demand analysis has shown that demand to the Airport from Murray, Midvale, and Sandy is greater than West Valley City. In order to better serve regional travel needs, the Blue Line should be extended to Salt Lake City International Airport instead of the Green Line. The new Green Line terminus should be Central Station. This change should be done in conjunction with implementing Route 236, which maintains a direct connection between West Valley City and the Airport.

400 West & American Spur Improvements (Red Line)

The Future of Light Rail Study outlined the operating challenges of the interlocking at Main Street / University Boulevard. In order to improve capacity through this bottleneck and serve the rapidly redeveloping Granary District, the Future of Light Rail Study outlined an alternative routing for the Red Line through downtown. The RTP includes this as a Phase 2 project.

Additional Frequency

Ridership modeling suggests that additional frequency will generate significant new ridership. Additional consideration of improving frequency to better than 15-minute frequencies should be considered, including the option for shorter, but more frequent trains in order to minimize new train needs and significant new power needs.

Potential RTP Amendments: TRAX improvements are included in Phases 2 and 3 of the RTP, including speed and reliability treatments, addition of the Orange Line, and additional new track, primarily in downtown Salt Lake City. Consideration should be given to fast-tracking these changes to Phase 1 (2023-2032) including accelerating the implementation of the Orange Line. Consideration for studying the full operating and capital costs of improving TRAX frequencies to better than 15 minutes should also be included in Phase 1.

¹The Capital Cost and Operating and Maintenance Cost listed below is exclusively for the 400 West & American Spur Improvements (Red Line) project.



\$120.42M¹

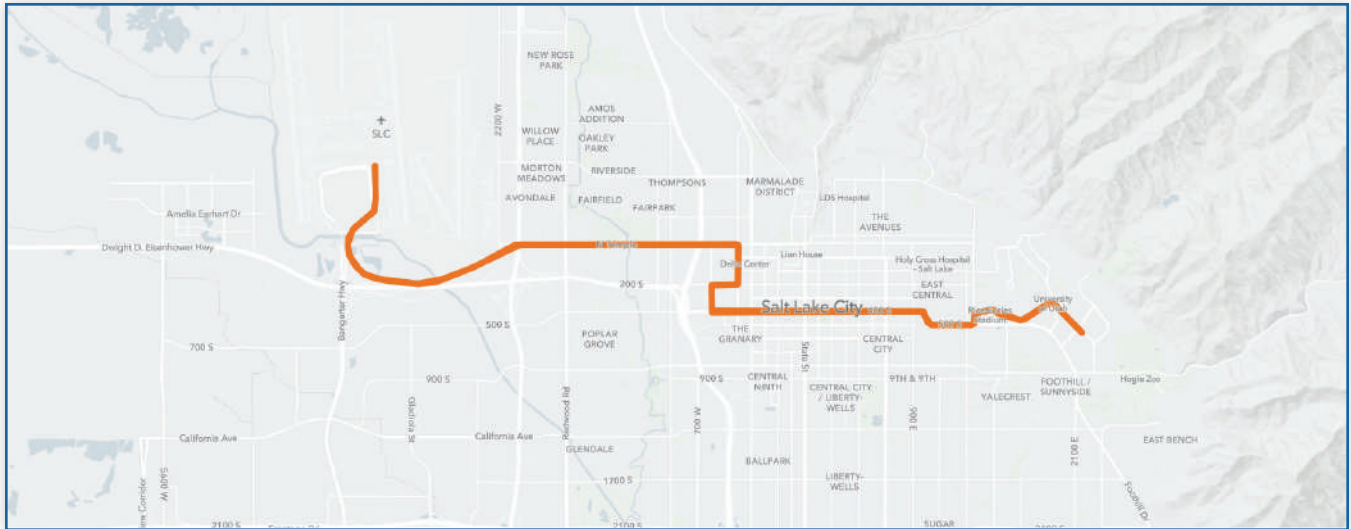
Capital Costs (2023\$)



\$0¹

Annual O&M Costs (2023\$)

Implement New Orange Line TRAX between Research Park and Salt Lake City International Airport



Achieving Our Goals¹



Priority and Phasing

Counties	Salt Lake
MPO	WFRC
RTP Implementation Year:	Research Park to downtown SLC: 2030-2040 Downtown SLC to Airport: 2040-2050
Phase 1 Priority (2023-2032):	N/A (Phase 2 and Phase 3)

Description

The Future of Light Rail study indicated the potential need for a fourth light rail line that directly connects Research Park, the University of Utah, Downtown Salt Lake City, and Salt Lake City International Airport. It would require new tracks to Research Park and a new alignment/track through downtown Salt Lake City.

The RTP includes a multi-phase strategy, with Phase 2 (2030-2040) implementation of Research Park to downtown Salt Lake City and a Phase 3 (2040-2050) implementation of service to Salt Lake City International Airport.

Potential RTP Amendment: Projected ridership and cost effectiveness of this project was excellent. Consideration should be given to accelerating the implementation of the Orange Line to the 2023-2030 timeframe.



\$131.02M

Capital Costs (2023\$)



\$17.85M

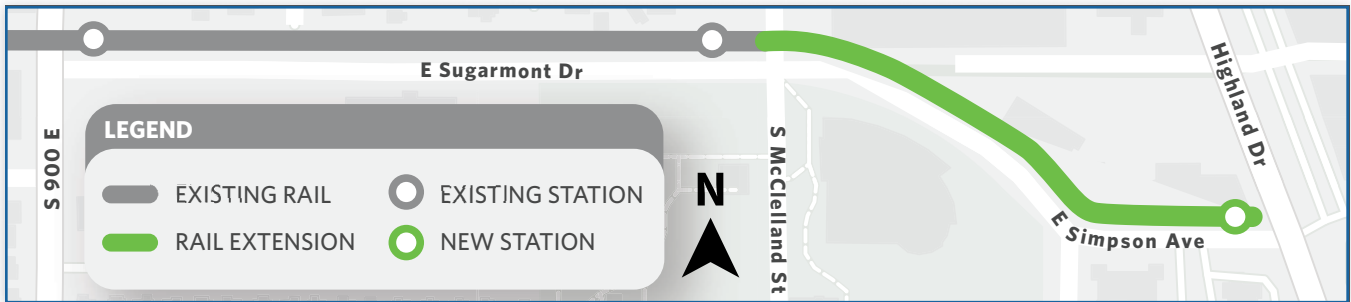
Annual O&M Costs (2023\$)

R2024-03-02



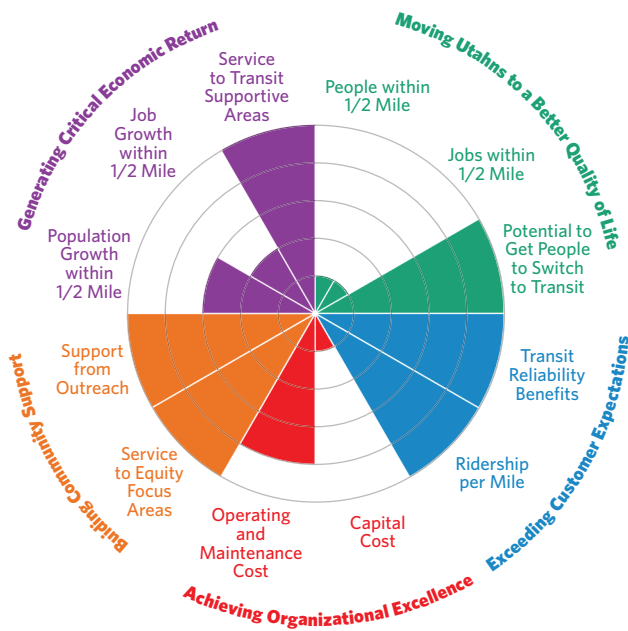
¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

S-Line Streetcar Extension



Source: S-Line Fact Sheet, November 2023

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Medium

Description

The S-Line Streetcar extension project would extend the existing streetcar from McClelland St. to Highland Dr. with one new station at Highland Dr. and Simpson Ave and new double-track between 500 East and 700 East. The extension would improve service to the Sugar House business district.

\$11.6M

Capital Costs (2023\$)

\$110,000

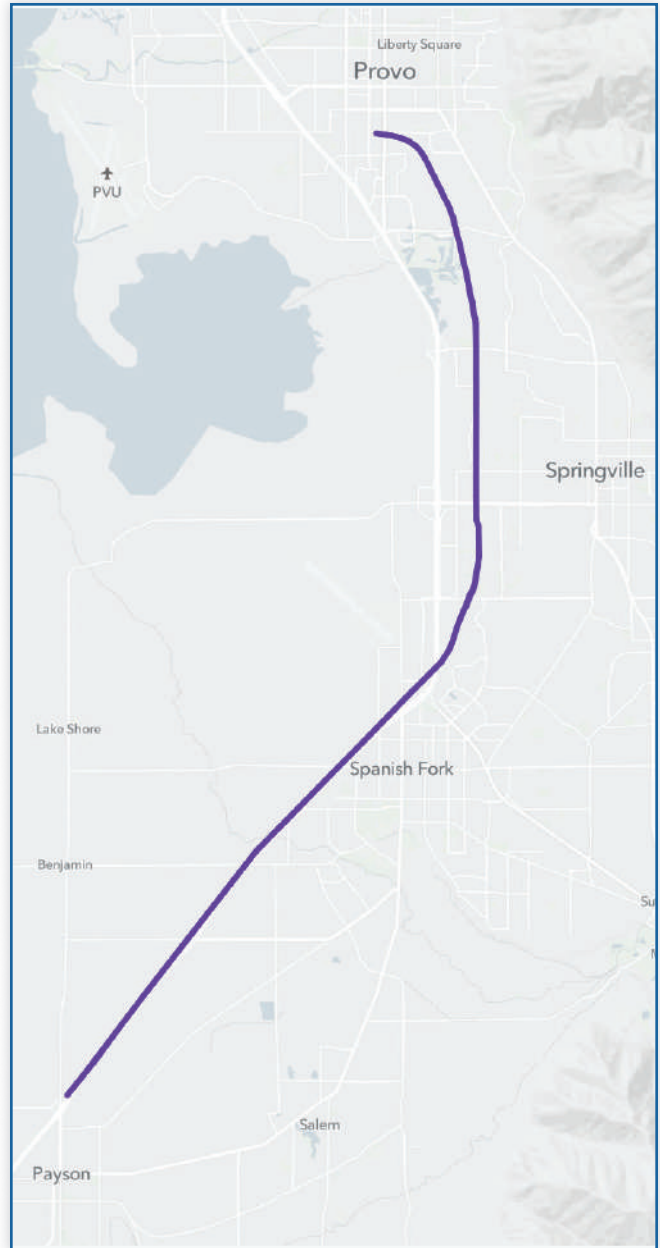
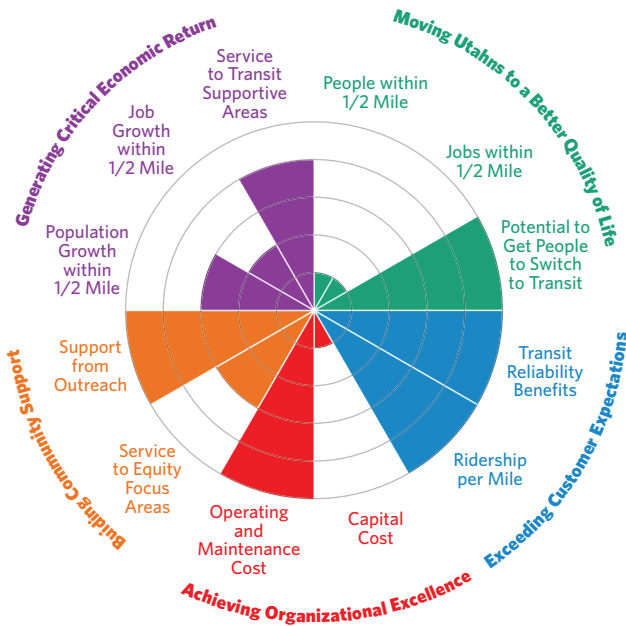
Annual O&M Costs (2023\$)

R2024-03-02

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

FrontRunner South Extension Project

Achieving Our Goals¹



Location, Priority, and Phasing

Counties	Utah
MPOs	MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Medium

Description

The FrontRunner South Extension Project (previously called South Valley Commuter Rail) project is an extension of FrontRunner service from Provo Station to Payson with new stations in Springville, Spanish Fork, and Payson. It reflects the outcomes of a planning process that concluded in February 2022, selecting Commuter Rail as the locally preferred alternative.

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.



\$577.8M

Capital Costs (2023\$)



\$7.31M

Annual O&M Costs (2023\$)

FrontRunner Improvements for Point of the Mountain

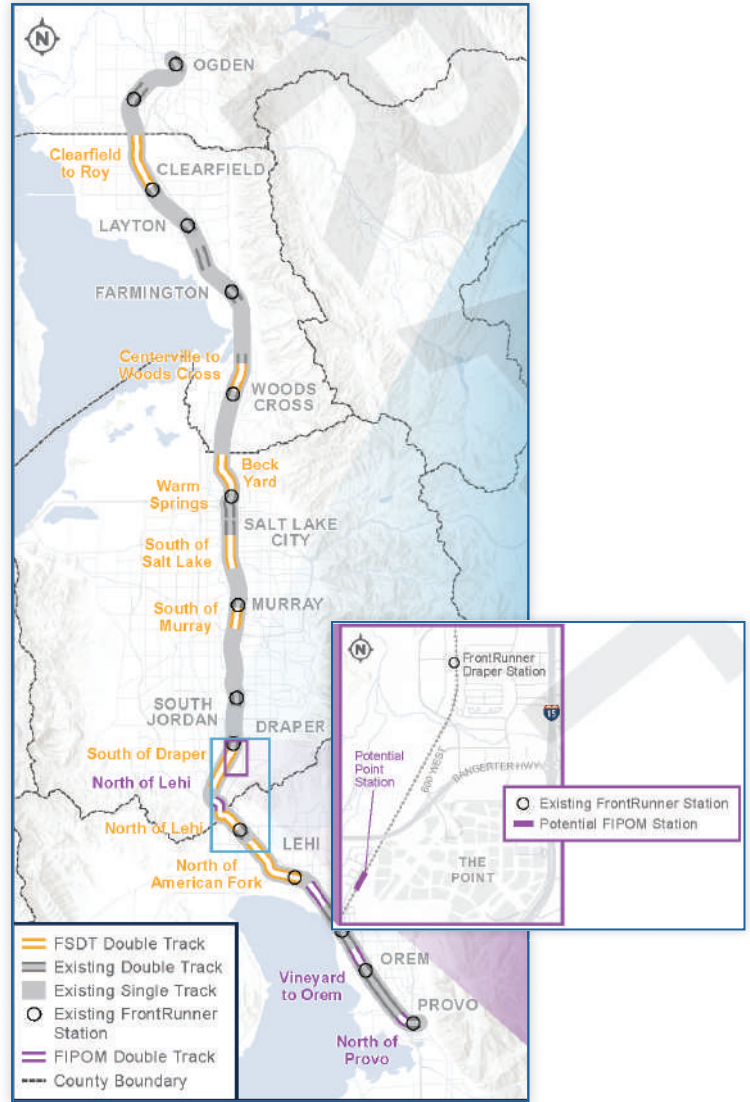
Location, Priority, and Phasing

County	Salt Lake, Utah
MPO	WFRC, MAG
RTP Implementation Year:	Not in RTP
Phase 1 Priority (2023-2032):	Not Evaluated

Description

This project would add six miles of doubletracking and a station at The Point development.

Potential RTP Amendment: There is \$200M already allocated to this project, and it may receive additional state legislative funds to complete its funding plan. Consideration should be given to including this project in the RTP.



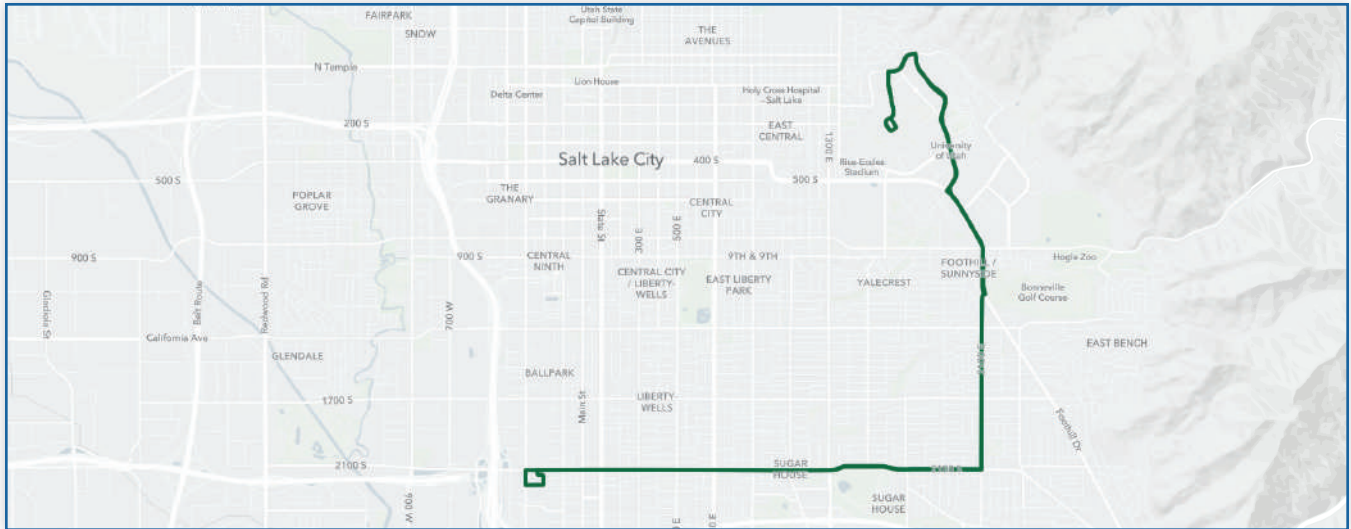
\$400M

Capital Costs (2023\$)

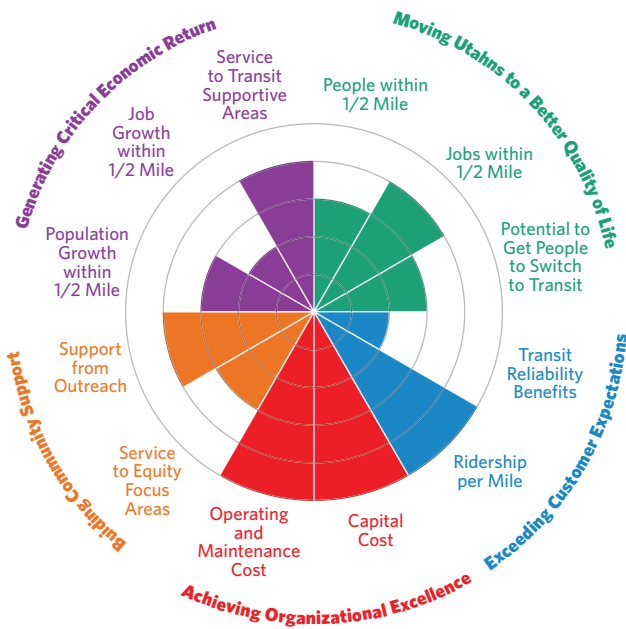
N/A

Annual O&M Costs (2023\$)

Upgrade Route 21 2100 South / 2100 East to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

Route 21 connects the University of Utah with Central Point Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15-minute service.



\$7.37M

Capital Costs (2023\$)



\$1.68M

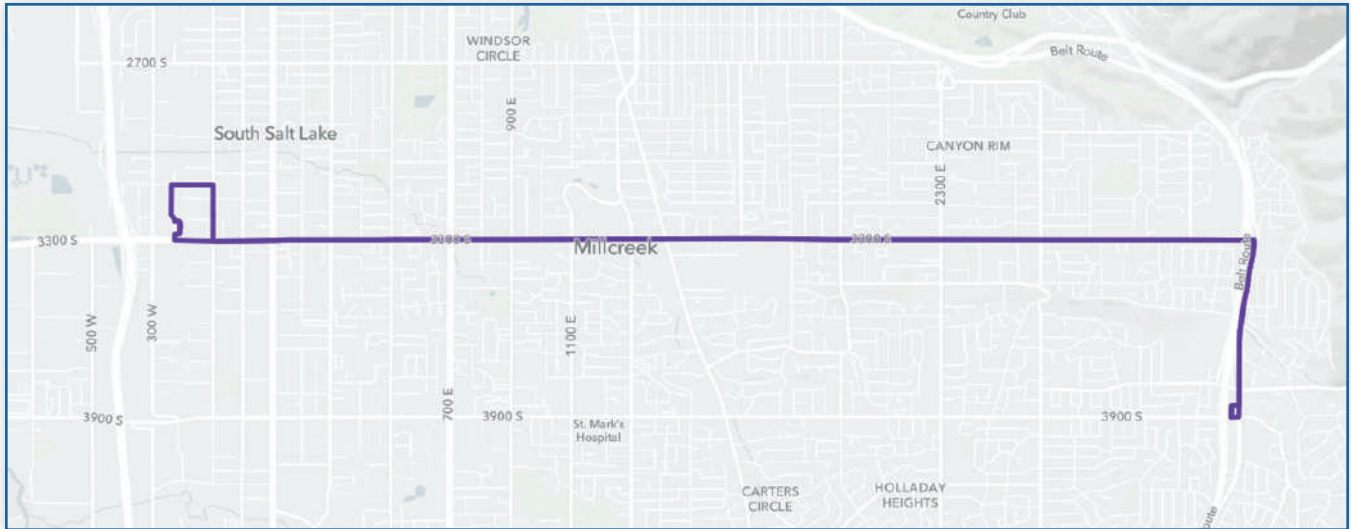
Annual O&M Costs (2023\$)

R2024-03-02

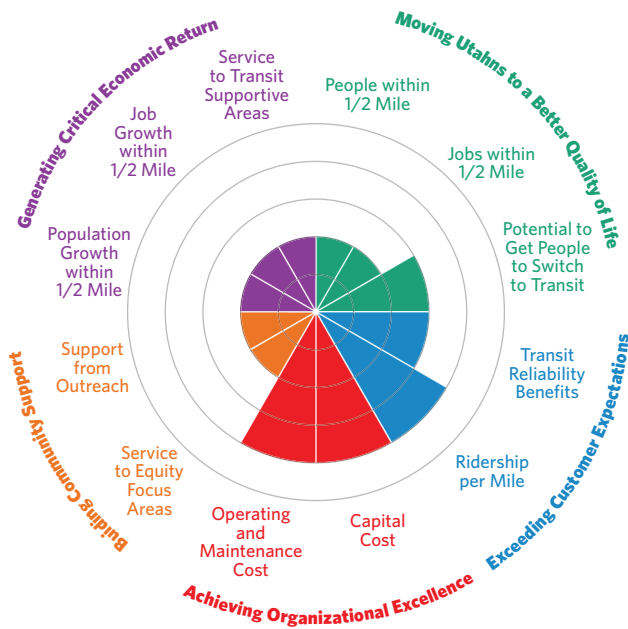


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 33 3300 South to Enhanced Bus (Core Route)



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

Route 33 connects Olympus Cove, 3300 West, and the Millcreek TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.

Potential RTP Amendment: Route 33 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a “Frequent Route” to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.



\$7.40M

Capital Costs (2023\$)



\$1.61M

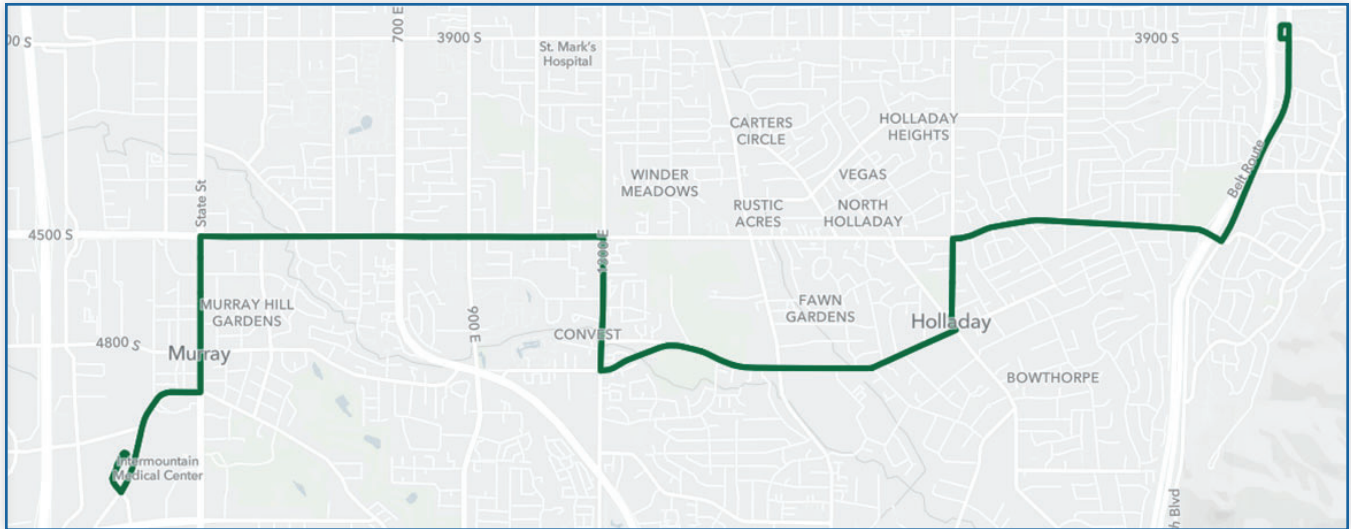
Annual O&M Costs (2023\$)

R2024-03-02

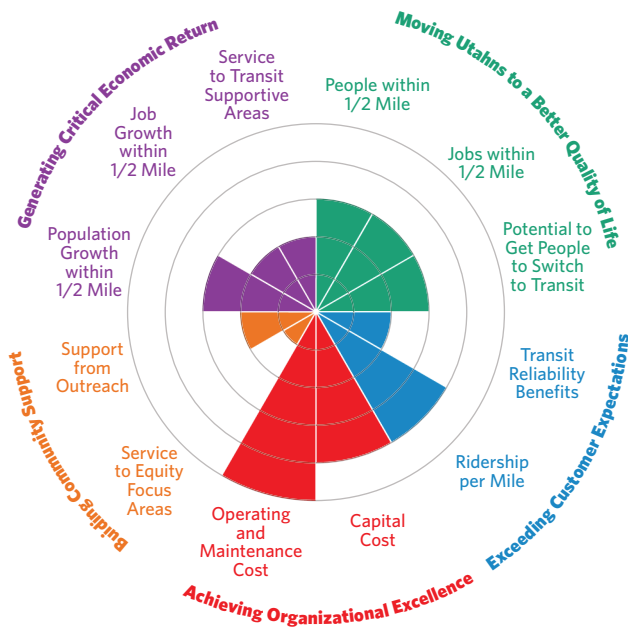


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 45 4500 South to Core Route



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

Route 45 connects Olympus Cove Park and Ride, Wasatch Boulevard, Holladay, 4500 South, and Murray Central Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday frequencies would be improved to every 15 minutes.

Potential RTP Amendment: Route 45 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a “Frequent Route” to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.



\$5.83M

Capital Costs (2023\$)



\$1.26M

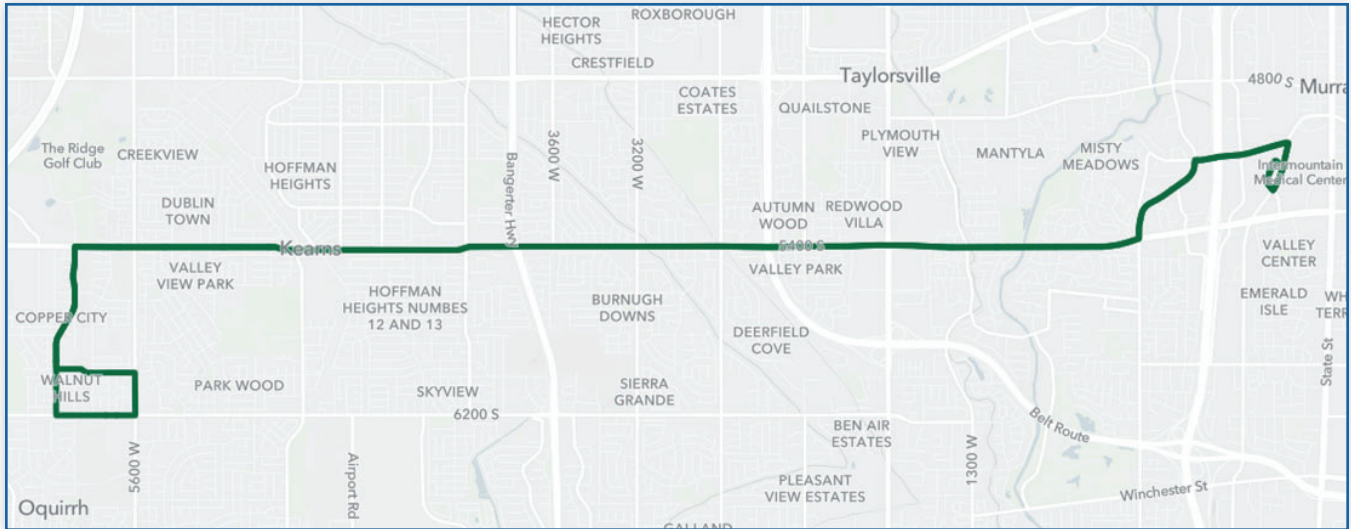
Annual O&M Costs (2023\$)

R2024-03-02

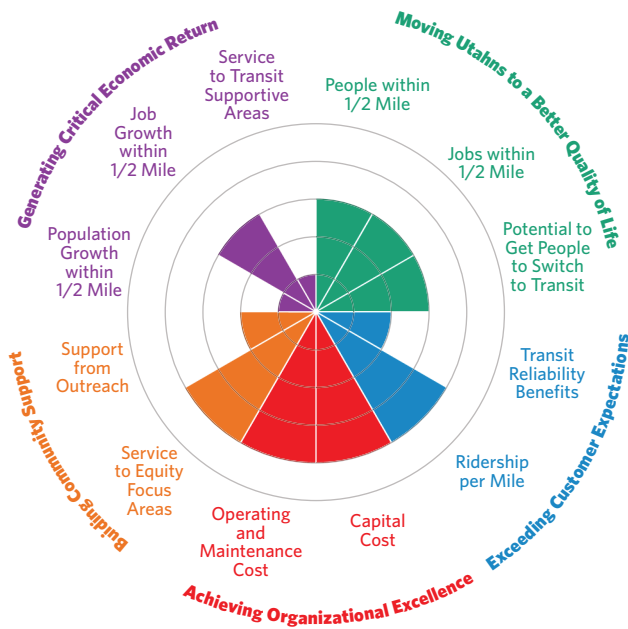


¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 54 5400 South to Core Route



Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

Route 54 connects Murray Central Station, 5400 South, and Kearns. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday service would be improved to every 15 minutes.

Potential RTP Amendment: Route 54 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a “Frequent Route” to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.



\$6.53M

Capital Costs (2023\$)



\$1.42M

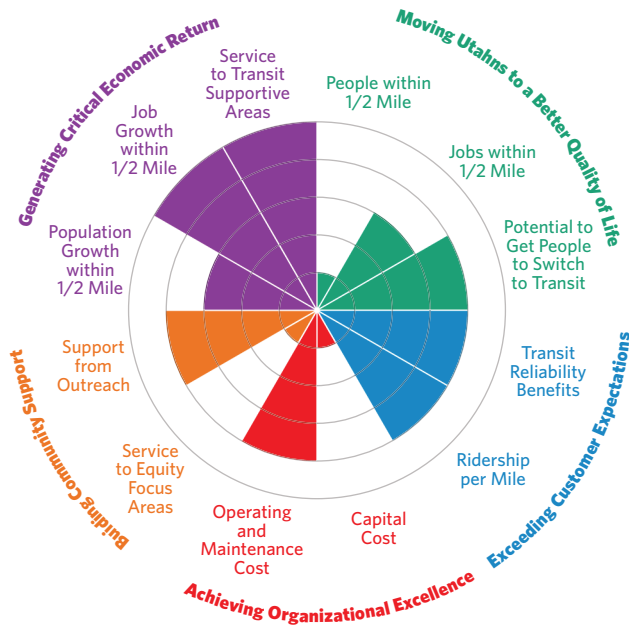
Annual O&M Costs (2023\$)

R2024-03-02

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Point of the Mountain (POM) Rapid Bus (Bus Rapid Transit)

Achieving Our Goals¹



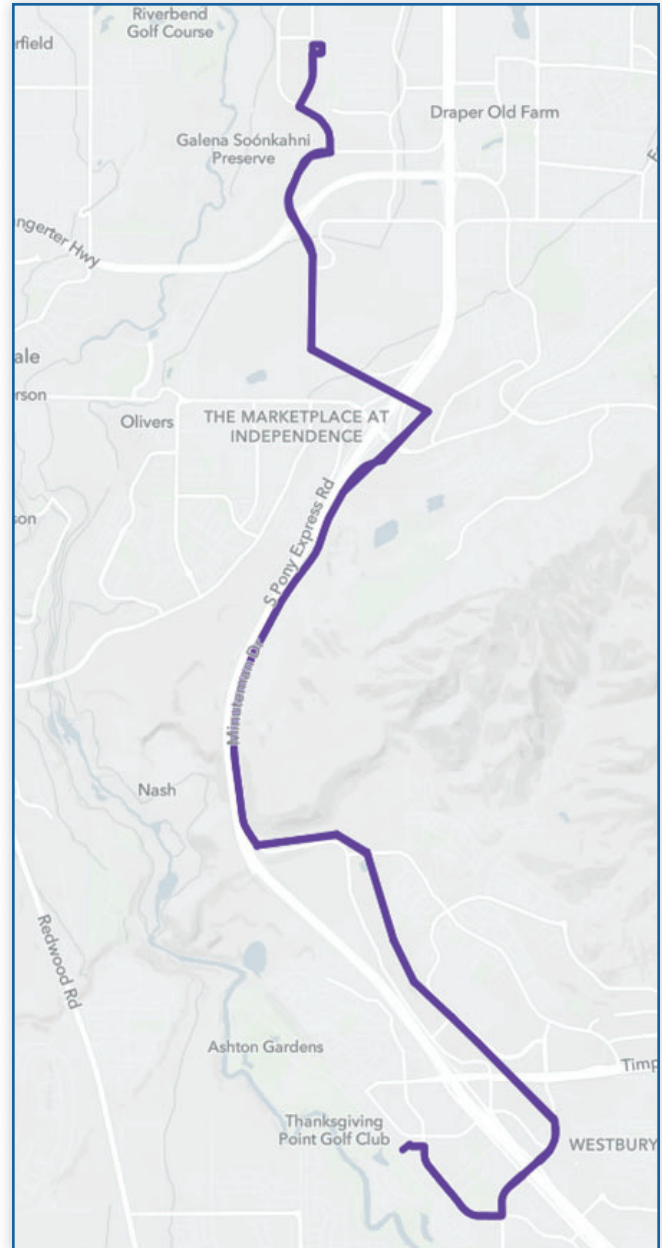
Location, Priority, and Phasing

Counties	Salt Lake, Utah
MPOs	WFRC, MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Low

Description

POM Rapid Bus (Bus Rapid Transit) connects the Draper FrontRunner Station with the newly developed Point of the Mountain development and Lehi FrontRunner Station. This project could include busways, bus lanes, transit signal priority (TSP) and customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments to improve travel times. Weekday, Saturday, and Sunday service would be every 15 minutes.

The Point of the Mountain project site can be accessed at <https://udotinput.utah.gov/pointtransit>.



\$630.0M

Capital Costs (2023\$)



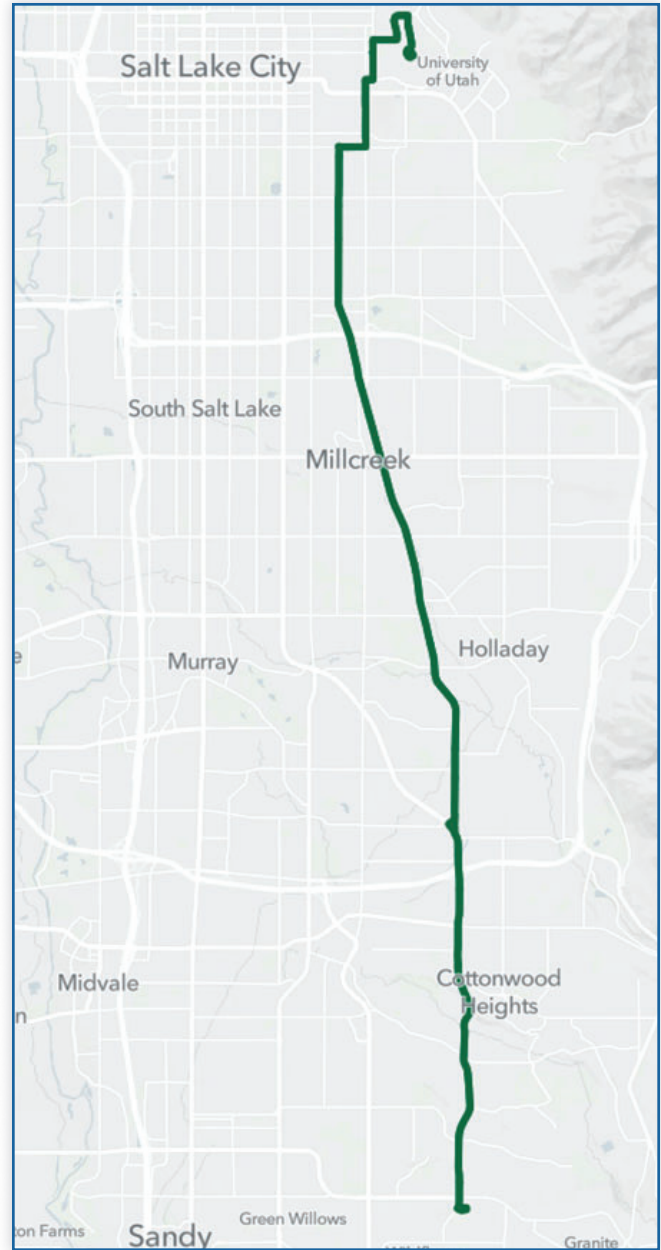
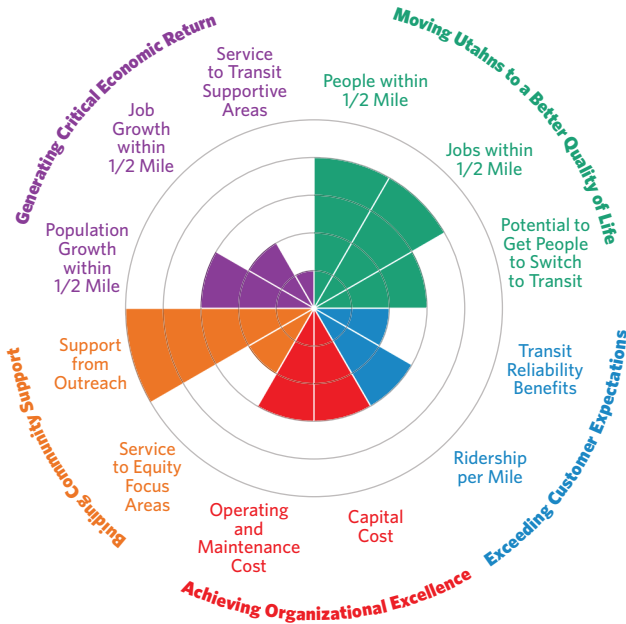
\$4.47M

Annual O&M Costs (2023\$)

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

Upgrade Route 220 Highland Drive-1100 East to Enhanced Bus (Core Route)

Achieving Our Goals¹



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023-2032):	Low

Description

Route 220 would connect University of Utah, Millcreek, and Holladay with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Less frequent service would continue south from Holladay to Fort Union and Sandy.

Potential RTP Amendment: Route 220 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring Core Route capital investments as currently identified in the RTP.

¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a higher score refers to a lower cost.

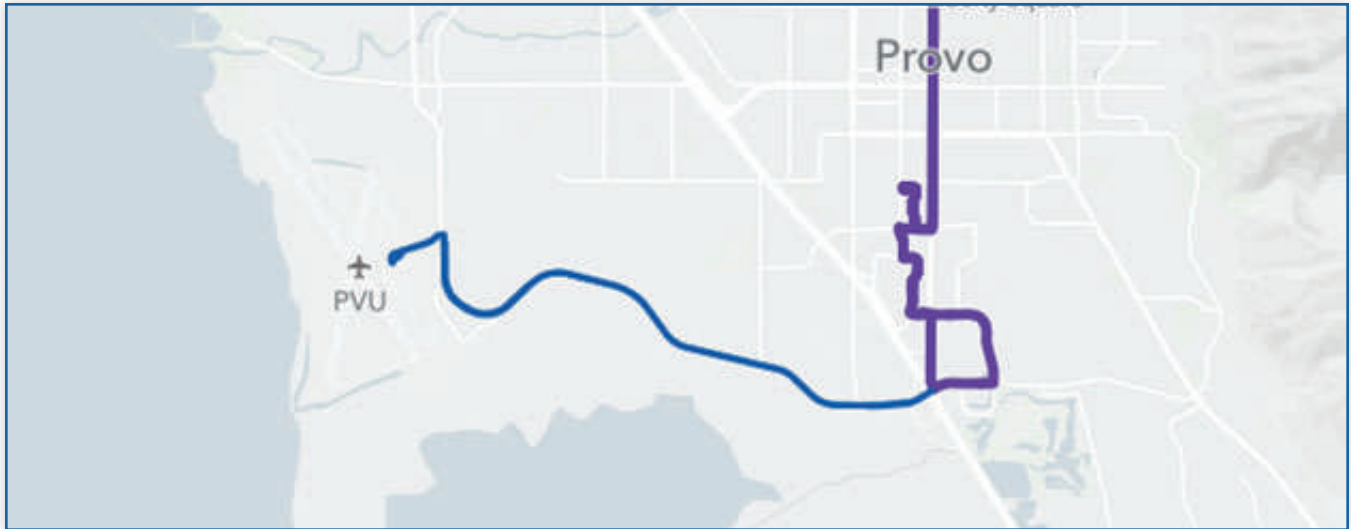
\$4.86M

Capital Costs (2023\$)

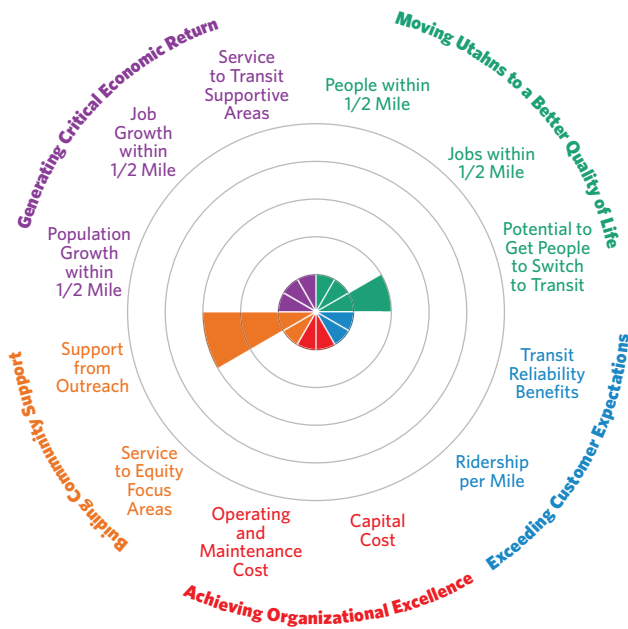
\$1.06M

Annual O&M Costs (2023\$)

Extend UVX to Provo Airport



Achieving Our Goals¹



Location, Priority, and Phasing

County	Utah
MPO	MAG
RTP Implementation Year:	2023-2032
Phase 1 Priority (2023-2032):	Low

Description

This project will extend UVX from its south terminus at Orem Central FrontRunner Station to the Provo Airport. The project includes an extension of service on UVX but is not expected to include Rapid Bus (BRT)-type speed and reliability capital improvements.



\$1.1M

Capital Costs (2023\$)



\$508,000

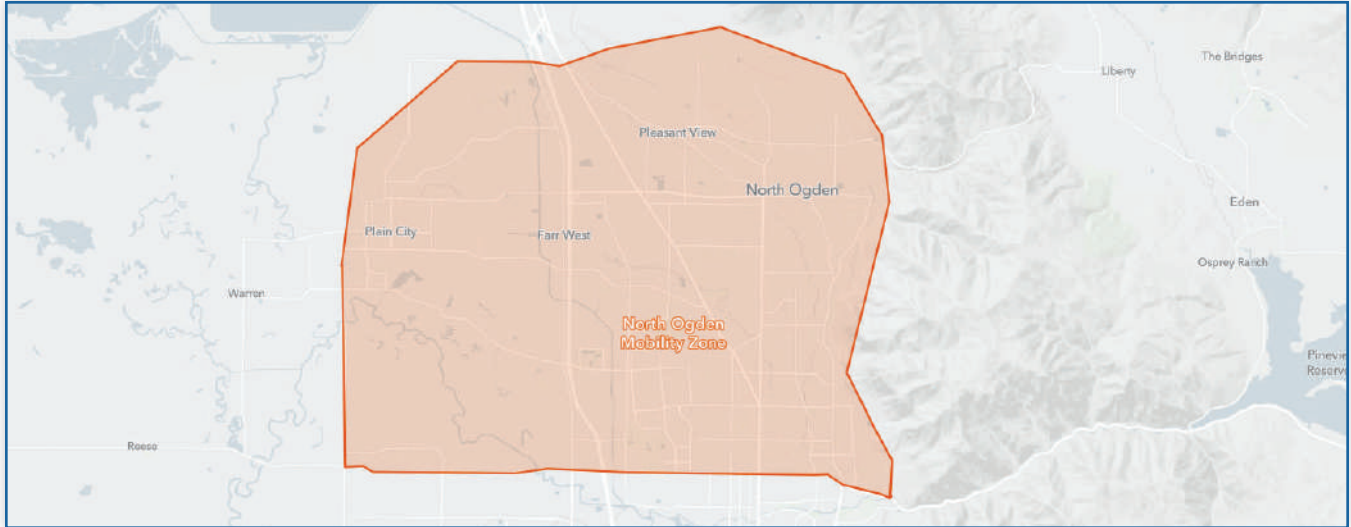
Annual O&M Costs (2023\$)

R2024-03-02



¹For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement North Ogden Innovative Mobility Zone



Location, Priority, and Phasing

County	Weber
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

North Ogden is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.



N/A

Capital Costs (2023\$)



\$1,350,000

Annual O&M Costs (2023\$)



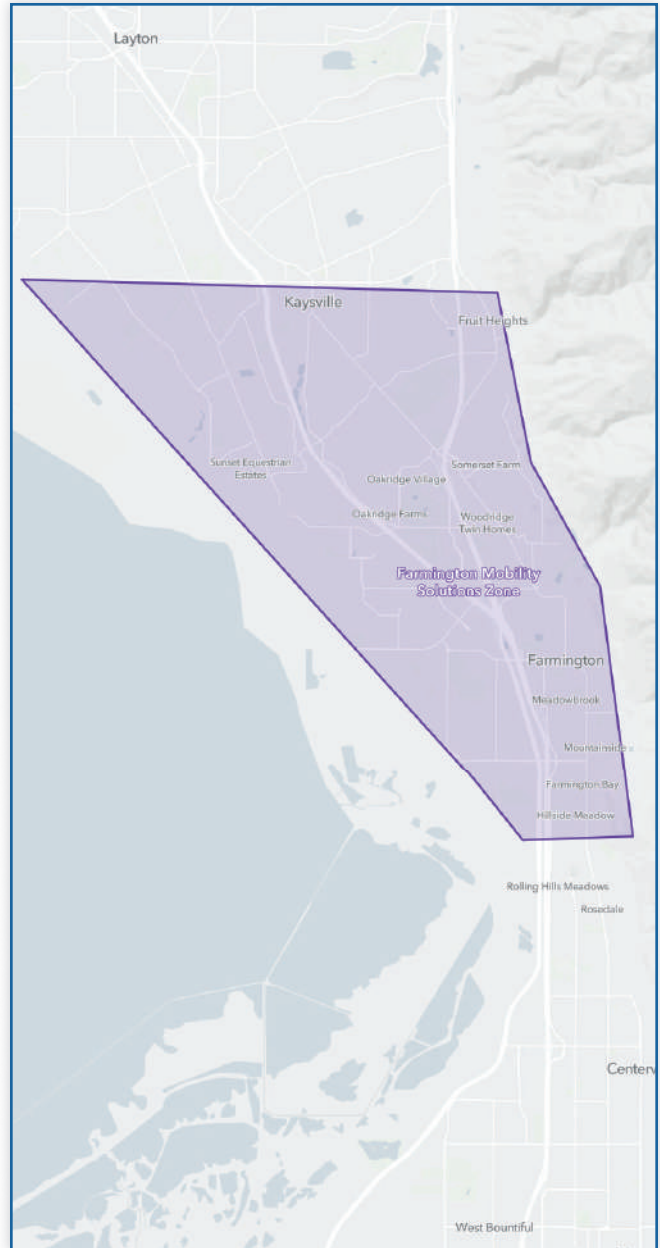
Implement Farmington Innovative Mobility Zone

Location, Priority, and Phasing

County	Davis
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Farmington is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.



N/A

Capital Costs (2023\$)

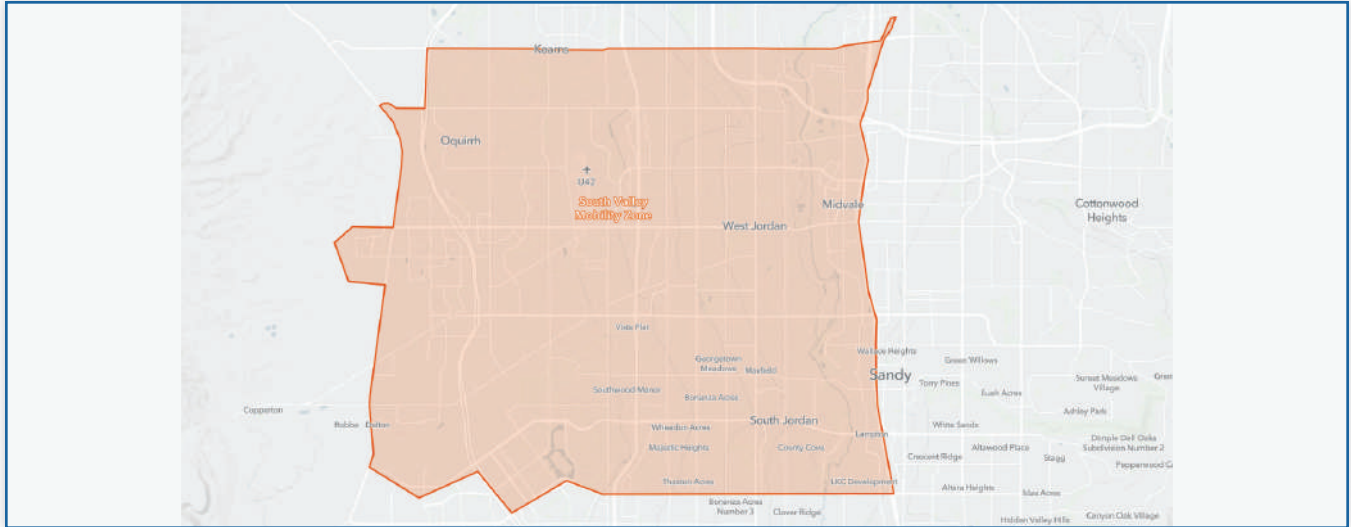


\$1,350,000

Annual O&M Costs (2023\$)



Implement South Valley Innovative Mobility Zone



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

South Valley is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.



N/A

Capital Costs (2023\$)



\$1,350,000

Annual O&M Costs (2023\$)

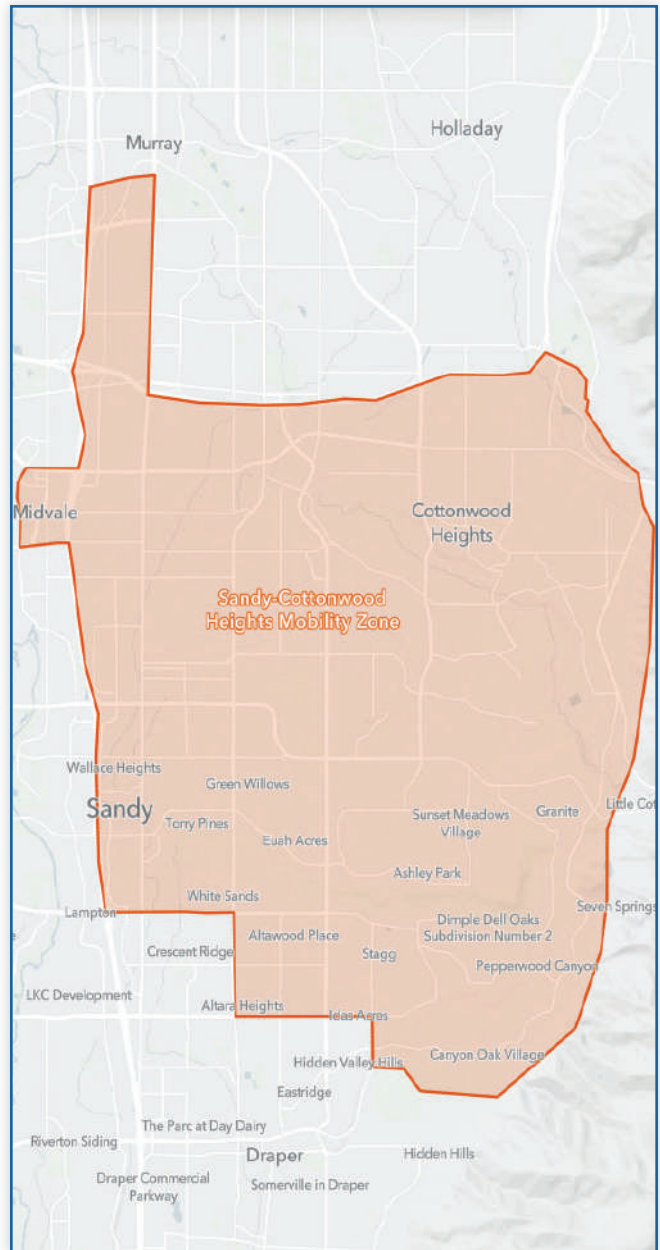
Implement Sandy/Cottonwood Heights Innovative Mobility Zone

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Cottonwood Heights is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.



N/A

Capital Costs (2023\$)



\$1,350,000

Annual O&M Costs (2023\$)



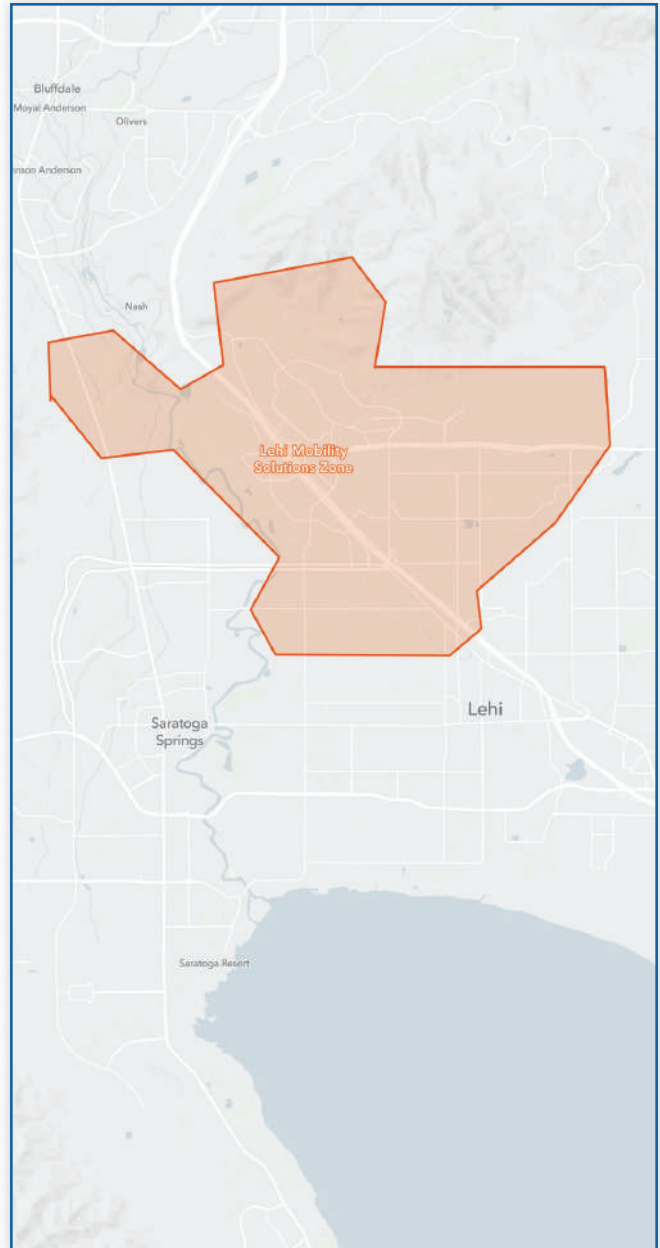
Implement Lehi Innovative Mobility Zone

Location, Priority, and Phasing

County	Utah
MPO	MAG
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description

Lehi is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.



N/A

Capital Costs (2023\$)



\$1,260,000

Annual O&M Costs (2023\$)



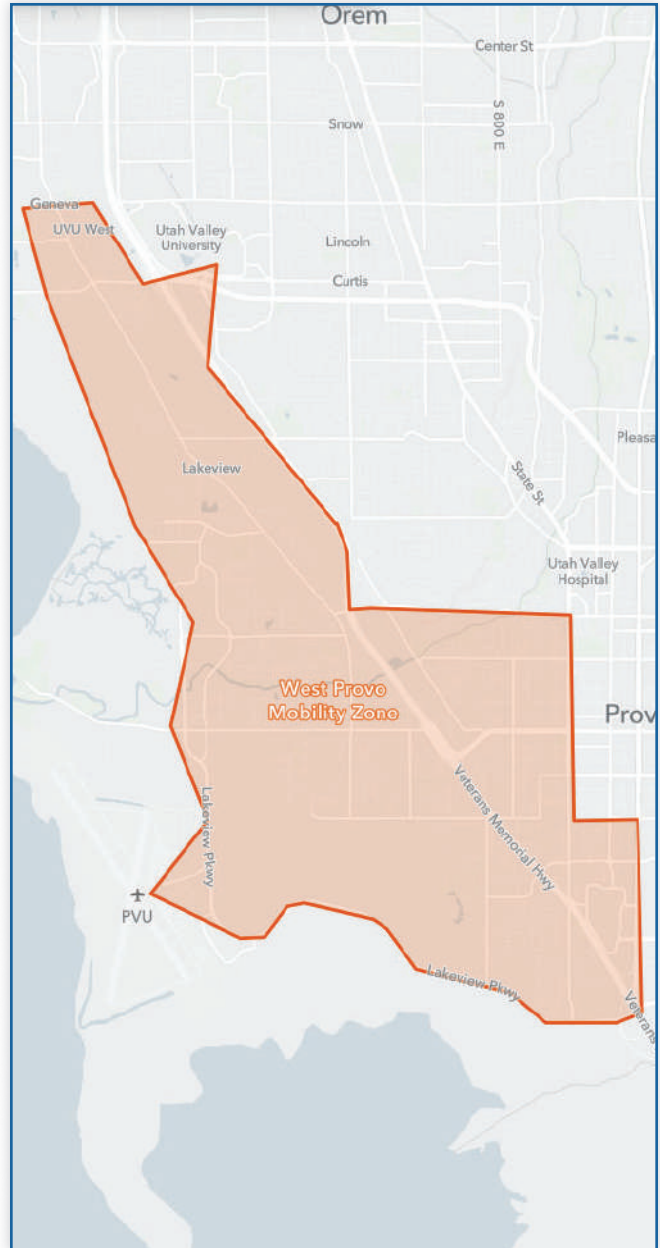
Implement West Provo Innovative Mobility Zone


Location, Priority, and Phasing


County	Utah
MPO	MAG
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023-2032):	Medium

Description


West Provo is proposed for an Innovative Mobility Zone (IMZ). An IMZ could include a variety of first and last mile solutions including, but not limited to, on-demand service, autonomous shuttles, fixed guideway extensions, bike share, and partnerships with private Transportation Network Companies, such as Uber and Lyft. Supporting capital infrastructure, such as stops, stations, or terminals, as needed, could also be included. Funding this connection could come from a variety of sources including private funding and public private partnerships.







N/A
Capital Costs (2023\$)



\$1,350,000
Annual O&M Costs (2023\$)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, CFO
PRESENTER(S): Rob Lamph, Assistant Treasurer

TITLE:

R2024-03-03 - Resolution Designating Authorized Users for the Authority's Utah Public Treasurers' Investment Fund Accounts

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2024-03-03 authorizing the Treasurer (Chief Financial Officer), Acting Comptroller and Assistant Treasurer as authorized users for the Utah Public Treasurers' Investment Fund (PTIF) Accounts.

BACKGROUND:

The Board of Trustees Policy 2.1, Financial Management, authorizes the Treasurer to open and close bank accounts and ensure that only authorized users are provided access to bank accounts.

This resolution updates the list of personnel that are authorized and empowered by the Board of Trustees to act on behalf of the Agency to access funds, direct transactions, and add, delete, or make changes to Utah Public Treasurers' Investment Fund (PTIF) accounts.

DISCUSSION:

On June 28, 2023, the Board of Trustees adopted Resolution R2023-06-05 designating authorized users for the Utah Transit Authority's Utah Public Treasurers' Investment Fund Accounts.

Since the June 28, 2023 Board action, there have been organizational changes including the appointing of an Acting Comptroller. The proposed resolution will designate the following as authorized users of the UTA's PTIF investment fund accounts: Viola Miller, CFO/Treasurer; Eric Barrett, Acting Comptroller; and Rob Lamph,

Assistant Treasurer.

ALTERNATIVES:

None

FISCAL IMPACT:

None

ATTACHMENTS:

R2024-03-03 Resolution Designating Authorized Users for the Authority's Utah Public Treasurers' Investment Fund Accounts

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

R2024-03-03

March 13, 2024

WHEREAS, Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Utah Public Treasurers’ Investment Fund (“PTIF”) is available to state and local government entities, including local public transit districts, to provide a short-term cash investment vehicle; and

WHEREAS, PTIF invests only in securities authorized by the Utah State Money Management Act, UTAH CODE § 51-7-1, *et seq.*, including investment-grade corporate notes, top tier commercial paper, money market mutual funds, and U.S. Government agency obligations; and

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

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

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

WHEREAS, the Board, in Board of Trustees Policy 2.1 has established the policies for the financial management of the Authority; and

WHEREAS, the Board, via resolution and policy, namely Board of Trustees Policy 2.1 has delegated some financial responsibilities to Officers and executives of the Authority, and desires by Resolution to reflect their authority to manage and oversee funds, make investments, and disburse Authority monies.

WHEREAS, the Board of the Authority desires to designate Viola Miller, Chief Financial Officer, and Treasurer; Eric Barrett, Acting Comptroller; and Robert Lamph, Assistant Treasurer as authorized users on its PTIF accounts.

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

1. That Resolution R2023-06-05 is hereby rescinded in its entirety.
2. That Viola Miller, Eric Barrett, and Robert Lamph are hereby designated as PTIF users.
3. That the Secretary of the Authority, Annette Royle, is directed to execute the Public Entity Resolution in substantially the same form as Exhibit A to this resolution and Viola Miller is directed to file it with the Utah Office of State Treasurer.
4. That this Resolution shall remain in full force and effect until written revocation is delivered by the Authority to the Utah Office of State Treasurer.
5. That the Board hereby ratifies any and all actions taken by the Authority's management, staff, and counsel to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 13th day of March 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

0F6F046DE4724A2...

Legal Counsel

EXHIBIT A
(Authorized Public Treasurers' Investment Fund Signers for UTA)



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

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

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Viola Miller (CFO & Treasurer), Eric Barrett (Acting Comptroller), and Robert Lamph (Assistant Treasurer).

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

2. Signature of Authorization

I, the undersigned, Secretary of the Authority (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 13th day of March, 2024, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row for Annette Royle, Secretary of the Authority.

STATE OF UTAH)
COUNTY OF _____)

Subscribed and sworn to me on this 13th day of March, 2024, by Annette Royle (Name), as Secretary of the Authority (Title) of Utah Transit Authority (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Tim Merrill, Assistant Attorney General
Eric Barrett, Acting Comptroller
Michael Goldman, Special Service Program Manager

TITLE:

R2024-03-04 - Resolution Authorizing the Adoption of Certain Fees

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2024-03-04 to authorize the adoption of the UTA Fee Schedule attached as Exhibit A to the Resolution.

BACKGROUND:

The governing body of UTA is required to approve all fees [17B-2a-808.1(2)(k)(i)].

DISCUSSION:

At this meeting the Board will receive an update to the proposed UTA Fee Schedule that was discussed at the December 6, 2023 Board meeting.

Staff across the agency partnered to gather information on fees being charged and to consolidate the information into a central UTA fee schedule. The fee schedule resulted in five broad categories of fees: 1) Communications and Marketing, 2) Request for Records (GRAMA), 3) Public Safety, 4) Real Estate and Transit Oriented Development, and 5) Vanpool.

The proposed resolution reflects the same fee schedule proposed at the December 6, 2023 Board meeting for feedback from the Board and the public. We have incorporated the recommendations made by Trustees including:

- Clarification on filming fees to include:
 - A footnote clarifying the application to film may be denied if the request would inconvenience UTA service.
 - Clarification that the safety monitor and police officer fees for filming are for their time spent on-site.
 - 4-hour blocks of time assigned to fees related to vehicle use while filming.
 - Definition added to clarify After-hours Premium and Rush Fees for filming.
 - A link to the Filming-Requests page on UTA’s website with more detail on these fees.
- Removing the Real Estate and TOD Licenses and Leasing fees which will be brought to the Board at a later time.
- Description of the Vanpool impound fee.
- Adding time intervals to Vanpool Wi-Fi Hotspot and Bike Locker Rental fees.

We received no further comments or request for revisions. Upon adoption of this fee schedule, the Office of the Chief Financial Officer will oversee the fee schedule and coordinate a review of the schedule with Board adoption at least every three (3) years.

ALTERNATIVES:

The Board may request changes to the proposed Fee Schedule presented.

FISCAL IMPACT:

There is not a significant fiscal impact on projected fee revenue since the proposed fee schedule is consistent with prior fees being charged.

ATTACHMENTS:

Resolution R2024-03-04, including UTA’s Fee Schedule attached as Exhibit A

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORIZING THE ADOPTION OF CERTAIN FEES**

R2024-03-04

March 13, 2024

WHEREAS, Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah, created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Board of Trustees (the “Board”) is entrusted with supervising and regulating the rates, rentals and charges enacted by the Authority pursuant to UTAH CODE §17B-2a-808.1(2)(k); and

WHEREAS, the Authority charges certain fees related to its facilities, services and real property (the “Fees”); and

WHEREAS, the Board has reviewed the updated Fees enumerated in Exhibit A (the “Fee Schedule”); and

WHEREAS, the Board finds the Fee Schedule to be reasonable, equitable and necessary for the orderly and prudent operations of the Authority.

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

1. That the Board hereby adopts the Fee Schedule in Exhibit A.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 13th day of March, 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

Approved as to form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

UTA Legal Counsel

Exhibit A
(Fee Schedule)

UTAH TRANSIT AUTHORITY CUSTOMER FEE SCHEDULE

Table of Contents

Communication & Marketing.....	1
Request for Records (1 of 2).....	2
Request for Records (2 of 2).....	3
Public Safety (1 of 2)	4
Public Safety (2 of 2)	5
Real Estate & TOD	6
Vanpool	7

Communication & Marketing

Description	Fee
Application to film on UTA property*	\$250
Application to film on UTA property (Student)*	\$25
Film on UTA Location (1-5 people)	\$500
Film on UTA Location (6-10 people)	\$1,000
Film on UTA Location (11-15 people)	\$2,500
Film on UTA Location (15-20 people)	\$5,000
Safety Monitor (Time spent on-site by our monitors while the customer is filming)	\$479/ 4 hours
Police Officer (Time spent on-site by our officers while the customer is filming)	\$400/ 4 hours
Vehicles	Varies
Film- Bus-private use only	\$400/ 4 hours
Film- Ski Bus-private use only	\$600/ 4 hours
Film- Bus Rapid Transit-private use only	\$1,200/ 4 hours
Film- Trax-private	\$2,200/ 4 hours
Film- Frontrunner-private	\$3,000/ 4 hours
Film- After-hours Premium (6pm to midnight)	\$1,500
Film- Weekend Premium	\$1,500
Rush Fee (Any request submitted less than 2 weeks before the shoot)	\$500

*Applications must be approved before filming on UTA property. The application may be denied if the filming is an inconvenience for UTA. UTA does not allow filming on in-service vehicles.

More information regarding UTA film requests can be found on our website at:

<https://www.rideuta.com/Doing-Business/Filming-Requests>

Request for Records (1 of 2)

Government Records Access & Management Act (GRAMA) Request

Description	Fee
Reviewing a record to determine whether it is subject to disclosure. If the quantity of subject records is extraordinary, other fees may apply.	No Charge Possible fees
Inspection of public records where no additional staff time is needed.	No charge
Copies for media: The Authority may fulfill a record request for an employee or representative of the print or electronic media demonstrating proper credentials within 5 working days of the request. If the request is large, extra time may be required. Standard copying fees will be charged.	Possible fees
Low/ No Income: The Authority may fulfill a record request for persons without charge when the person making the request: 1) Files a sworn written affidavit with the Authority stating that the person is low/no income and cannot pay the fee or charge; 2) the person making the request is the real party in interest; and 3) that the request is not for a large number of records; and 4) the request does not require more than 30 minutes of staff time to assemble records responsive to the request	No charge
Government Entity: The Authority may waive the charging of a fee when the requesting person is another governmental entity or quasi-governmental entity with whom the Authority follows the practice, has a policy, or an agreement to waive similar fees on documents requested by the Authority.	Possible fees
Records and associated fees* (See Utah State Code §63G-2-203(2) et. Seq.):	
Staff Time	
If research, manipulation, or preparation of information is required (such as redaction, pixilation, voice alterations), exceeding 15 minutes of time, an hourly charge is assessed. The hourly rate will depend upon the lowest hourly rate of the employee with proper security clearance required to perform the task.	Staff hourly rate
Oversized copy and/or graphics	Actual cost of reproduction plus staff time to produce
Archived records retrieval, for retrieval of record(s) from a Records Retention Center or other storage location removed from the place of business of the department or division, which maintains the record(s).	\$25.00
Police Records	
Transit Police Reports and copies of Citations: Transit Police Reports will only be provided to the subject of the record, or individuals or entities providing an original notarized release from the subject of the record specifically allowing UTA to provide the private information.	\$15.00 – additional fees may apply. See staff time.

Request for Records (2 of 2)

Government Records Access & Management Act (GRAMA) Request

Description	Fee
Electronic Records	
Video	\$25.00 – additional fees may apply. See staff time.
Per USB or Thumb Drive, plus staff time to scan the records to electronic format if necessary.	\$20.00 – additional fees may apply. See staff time.
Physical Copies of Records	
8 ½" x 11" black and white page of copy	.50 per page
8 ½" x 11" color copy	\$1.00 per page
11" x 17" black and white page of copy	\$1.00 per page
11" x 17" color copy	\$2.00 per page
Faxing documents	\$1.00 per page
Other Items	
Standard U.S. Postage Rates will apply to all requests.	Postage Rates
Per certification, if the record is required to be certified.	\$2.00

*If costs associated with the request are anticipated to exceed \$50.00, pre-payment for the requested documents will be required. If the pre-payment amount exceeds the actual cost of producing the records, a refund of the amount difference will be generated. Additionally, if a requestor has not properly paid for previously received materials, the Authority will hold the current request until the outstanding payment is paid in full for the prior requests is received, pursuant to Utah State Code §63G-2-203(8) et. Seq.

*If a record has been previously provided to the requester, we are not required to fill requests for records that have already been provided, pursuant to Utah State Code §63G-2-201(1)(b)(i).

*If records are copied at a bonded copy center, the actual cost of copying the document will be charged rather than the published rate above. This option is only available for records classified as "public" that are not subject to Federal regulations mandating the records be maintained on the Authority premises at all times.

Public Safety (1 of 2)

Description	Fine
Citations/ordinance violations	varies
Fare Violation	\$50
Fare Violation second and subsequent offenses	\$90
Fail to Obey Instructions Posted By UTA	\$50
Park vehicle in area not designated as parking space	\$50
No person shall occupy more than one parking space or parking outside designated lines	\$50
No person shall park vehicle upon UTA premises for sole purpose of exhibiting such vehicle for sale	\$50
No person shall park vehicle in manner where vehicle blocks/restricts access to Boarding Zone, access ramp, marked pedestrian walkway, traffic lane	\$50
No person shall Interfere or disrupt the loading or unloading of passengers or UTA employees in a Boarding Zone	\$50
No person shall operate or board gas-powered devices, go-carts, skateboards, scooters, or any other motorized or non-motorized vehicle, and bicycles, upon the premises of a Transit Facility or platform, with the exception of mobility aids for disabled individuals	\$50
No person shall operate vehicle upon the premises of Transit Facility at a speed exceeding the posted speed; at a speed exceeding a safe operating speed, as described in Utah Code; in a reckless or hazardous manner; or in violation of any applicable Utah law	\$50
No person shall operate a non-registered vehicle upon the premises of UTA Transit Facility	\$50
Non-Transit Use	\$100
Alcohol Violation	\$50
Tobacco Violation	\$50
Animals - other than service animals, no animals into or upon Transit Facility w/out permission from Authorized UTA Representative. If given permission animal must be enclosed in carry-on and not obstruct movement or create disturbance or nuisance.	\$50
Bicycle Violation	\$50
Feet on Seats	\$50
Littering	\$50
Loitering	\$50
Personal property must be kept under the control of the owner & must not block any aisle, stairway, or obstruct any seat or any area reserved for designated purpose.	\$50
No person shall breach the peace in or upon a transit facility by spitting, defecation, urinating, or discharging any other offensive substance	\$75

Public Safety (2 of 2)

Description	Fine
No person shall breach the peace in or upon a transit facility by physical harassment / Intimidation / Extortion	\$75
No person shall breach the peace in or upon a transit facility by engaging in lewd or obscene behavior	\$75
No person shall breach the peace in or upon a transit facility by fighting or otherwise engaging in violent, threatening, or tumultuous behavior	\$75
No person shall breach the peace in or upon a transit facility by making excessive or unnecessary noise	\$75
No person shall breach the peace in or upon a transit facility by using profane, obscene, vulgar, or abusive language, including obscene gestures	\$75
No person shall obstruct the free movement of passengers and vehicular traffic.	\$75
In or upon any transit facility, a person shall not deface, mark, or destroy any public or private property, including graffiti	\$75
Trespass/Unauthorized Entry	\$75
Failure to comply w/ request by Authorized UTA Representative	\$75
Abuse of internet services - no person shall use UTA's Internet or electronic network to access pornographic websites or engage in illegal activities	\$75
Encroachment Upon Authority Property	\$75
In or upon any transit facility, a person shall not extend any portion of his or her body through any door, window, or other opening of a transit vehicle while such Transit Vehicle is in motion	\$100
In or upon any transit facility, a person shall not hang on to the exterior of a transit vehicle, regardless of whether it is in motion.	\$100
Right-of-Way violation	\$100
A person shall not operate a vehicle in a Right-of-Way in violation of any gate, barrier, sign, marking or signal.	\$100
A person shall not place or cause to be placed any object on any portion of any Right-of-Way that could make contact with a transit vehicle or otherwise interfere w/ the safe & uninterrupted passage of a transit vehicle	\$100
In or upon any transit facility, a person shall not throw any object at or from a Transit Facility, including at any person at a Transit Facility	\$100
Trespass of pedestrian in Active Grade Crossing	\$100
Trespass of vehicle in Active Grade Crossing	\$100
In or upon any transit facility, a person shall not disturb, threaten, or disrupt an Operator of a transit vehicle or an Authority Representative in the exercise of their duties	\$100

Real Estate & TOD

Description	Fee
APPLICATION FEES FOR RIGHT OF WAY AND CORRIDOR CROSSINGS	
APPLICATION FEE FOR CROSSINGS AND LICENSES	\$2,000
RIGHT OF ENTRY (ROE) APPLICATIONS	
Initial ROE related to license agreement	\$0
Unrelated to license agreement	\$2,000
Request for extension of ROE	\$500
EXPEDITED REVIEW AND ACTION	\$3,000
SPECIAL EVENTS APPLICATION FEE	\$250
USAGE FEES	
SPECIAL EVENTS	
Usage fee for Special Events	Varies
Security Deposit for Special Events	
100 or fewer persons	\$1,000
101 – 199 persons	\$2,000
200 or more persons	\$5,000
FLAGGING & ROADWAY WORKER IN CHARGE	
BLOCK BILLING LEVEL 1	
Fewer than 10 hours	\$800
BLOCK BILLING LEVEL 2	
More than 10 hours but fewer than 14 hours	\$1,200
BLOCK BILLING LEVEL 3	
More than 14 hours up to 24 hours	\$2,400

Vanpool

Description	Fee/Fine
Late fee for outstanding Vanpool balance after the 5th of each month	1% of balance
Excessively dirty vans	\$200
Lost key Fee (Fob/key only)	\$400/\$50
Vehicle Impound Fee	Lot fee amount
Unauthorized Driver (per occurrence)	\$150
Wi-Fi Hotspot Rental in Vans	\$50/month
Bike Locker Key Deposit	\$30
Annual Bike Locker Rental- First Year	\$35
Annual Bike Locker Rental	\$70/year

More details on fees associated with UTA Ordinances can be found on our website at:

<https://www.rideuta.com/Rider-Info/How-To-Ride/Rider-Rules/UTA-Ordinances>



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer
Ann Green-Barton, Director of Total Rewards

TITLE:

R2024-03-05 - Resolution Appointing Officers and Setting Compensation for District Officers and Employees

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt resolution R2024-02-05 which appoints officers and sets compensation for district officers and administrative employees for 2024 and authorizes parameters that allow management to place jobs within the compensation structure as presented.

BACKGROUND:

One of the duties of the Board of Trustees is to fix the compensation of all district officers and employees by resolution (Utah Code §17B-2a-810; UTA Bylaws Article II, Section 7; and Board Policy 1.3 (3)(C)(1)).

The compensation resolution appoints officers and sets compensation for all district officers and administrative employees on an annual basis as required by statute.

In 2023, the Board of Trustees adopted an update to UTA's compensation policy (UTA.05.04) due to the implementation of the new compensation structure. The compensation structure was redesigned to update salary grade spreads and midpoint differentials to ensure alignment with the most recent market data and compensation best practices.

DISCUSSION:

The UTA salary structure is updated on a yearly basis to reflect the most recent market data results. Based off the current salary budget survey results, the compensation structure has been increased by 2% for 2024. The 2024 salary structure will go into effect beginning January 7, 2024.

In addition to the compensation structure being presented for adoption, the resolution provides parameters that authorizes the Executive Director and Chief People Officer to place jobs within the compensation structure that:

- Adds a new job previously authorized by the Board in an approved budget, including an amended budget or technical budget adjustment; or
- Adjusts an existing job that has changed more than 50% as defined in Corporate Policy 6.7.2.1; or
- Adjusts an existing job as a result of a manager’s request to review or appeal a pay grade as defined in UTA Policy UTA.05.04.

The Chief People Officer will provide Trustees a year-end report summarizing these mid-year adjustments.

ALTERNATIVES:

If the current resolution is not adopted, UTA would continue with the 2023 compensation structure. This may result in UTA being less competitive for candidates within the labor market and make it more difficult to retain our current workforce.

FISCAL IMPACT:

Included in UTA’s 2024 operating budget.

ATTACHMENTS:

Resolution R2024-02-05

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

R2024-03-05

March 13, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act (“Act”); and

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

WHEREAS, the Board previously set compensation for Officers and Employees of the Authority in Resolution R2023-02-01; and

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

WHEREAS, the Board desires to establish parameters to authorize placement of additional jobs within the compensation structure; and

WHEREAS, the Act requires the Board to appoint district officers, which includes Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor; and

WHEREAS, the Board has previously appointed Jay Fox as Executive Director in Resolution R2021-11-03; and

WHEREAS, the Board has previously appointed other Authority Officers including Annette Royle as Secretary, Viola Miller as Treasurer, Mike Hurst as Internal Auditor, and Eric Barret as Acting Comptroller and desires to reaffirm those appointments.

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

1. That the Board hereby sets the compensation of all district officers and administration employees, excluding the Board of Trustees, as set forth in the compensation structure attached as Exhibit A.

2. That the Board authorizes the Executive Director and Chief People Officer to place jobs within the compensation structure attached as Exhibit A under the following parameters:
 - a. Addition of a new job that has been authorized by the Board in an approved budget, including an amended budget or technical budget adjustment; or
 - b. Adjustment of an existing job that has changed more than 50% as determined by a “New Job Test” defined in Corporate Policy 6.7.2.1 Administrative Job Evaluation, Job Recruitment, and Job Reassignment. This would not include the reassignment of a position to a “New Job” as defined in Corporate Policy 6.7.2.1; or
 - c. Adjustment of an existing job as a result of a manager’s request to review or appeal a pay grade as defined in UTA Policy UTA.05.04 Administrative Employee Compensation Plan.
 - d. Adjustments authorized in this section will be evaluated by the same compensation processes utilized for the compensation structure approved in Exhibit A.
3. That the Chief People Officer will provide Trustees a year-end report that summarizes the adjustments that occurred under the parameters of section 2 above.
4. That the Board hereby appoints the following District Officers:
 - a. Annette Royle as Secretary.
 - b. Viola Miller as Treasurer.
 - c. Mike Hurst as Internal Auditor.
 - d. Eric Barret as Acting Comptroller.
6. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and adopted this 13th day of March 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
OF6F046DE4724A2... —

Legal Counsel

Exhibit A
(2024 UTA Administration Compensation Structure)

2024 UTA Administration Compensation Structure

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
25	\$199,000	\$249,000	\$298,500		
	\$95.673	\$119.712	\$143.510	EX2009	Executive Director
24	\$173,000	\$216,000	\$259,500		
	\$83.173	\$103.846	\$124.760	EX1009	Chief Communications Officer
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1041	Chief Enterprise Strategy Ofc
				EX1042	Chief Planning & Engmt Ofc
				EX1043	Chief Capital Services Officer
23	\$150,500	\$188,000	\$226,000		
	\$72.356	\$90.385	\$108.654	MG2129	IT Director
				MG2167	Director Capital Development
				MG4015	Regional GM Mt. Ogden BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
				MG4019	Chief of Staff
				MG4022	Regional GM Salt Lake BU
				MG4025	Commuter Rail General Manager
				MG4026	Light Rail General Manager
				MG4915	Acting Regional GM Mt Ogden BU
				MG4926	Acting Light Rail General Mgr
				MG4932	Acting CR General Manager
22	\$130,500	\$163,000	\$196,000		
	\$62.740	\$78.365	\$94.231	MG2033	Chf of Police - Pub Safety Mgr
				MG2108	Government Relations Director
				MG2111	Director of Board Governance
				MG2158	Information Security Manager
				MG2163	Director of Supply Chain
				MG2164	Director of Maint Support
				MG2165	Dir of Capital Construction
				MG2194	Dir of Capital Design & Constr
				MG3105	Dir Budget & Financial Strat
21	\$113,500	\$142,000	\$170,500		
	\$54.567	\$68.269	\$81.971	MG2009	Facilities Maintenance Manager
				MG2031	Special Projects Manager
				MG2038	Mgr Rail Technical Svcs & QA
				MG2061	Manager, Systems Engineering
				MG2068	Comptroller

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2074	Sr Program Mgr, EngProject Dev
				MG2100	Mgr of IT Quality Assurance
				MG2110	Director of Planning
				MG2113	Communications Director
				MG2116	IT Network Support Mgr
				MG2134	Director Total Rewards
				MG2140	Dir Innovat Mobility Solutions
				MG2145	Fares Director
				MG2147	Manager IT Project Mgmt Office
				MG2153	Director, Safety & Security
				MG2155	Director of Real Estate & TOD
				MG2159	Enterprise Applications Mgr
				MG2160	Director Talent Development
				MG2166	Director of Fleet Engineering
				MG2175	IT Mgr Comms and Deployment
				MG2176	Community Engagement Director
				MG2177	Dir Capital Assets&Proj Ctrl
				MG2180	Grants Director
				MG2181	Director of Business Analysis
				MG2185	IT Manager of App Development
				MG2186	Manager of Capital Vehicles
				MG2187	Director HR Business Partner
				MG2188	Dir Workforce Tech Training
				MG2196	Dir of Capital Prgm & Support
				MG2910	Acting Planning Director
				MG2940	Acting Dir Innov Mobility Sol
				MG2968	Acting Comptroller
				MG3102	Director Talent Acquisition
				MG3104	Director Internal Audit
				MG3106	Director of Org Excellence
				TL3018	Sr Database Administrator
				TL3020	JDE ERP Sr Developer
				TL3023	Enterprise Tech Architect
20	\$99,000	\$123,500	\$148,500		
	\$47.596	\$59.375	\$71.394		
				MG1015	Mgr Long Range Strategic Plann
				MG1057	Mgr Customer Experience
				MG1060	Program Mgr Innov Mobility Sol
				MG1061	Mgr Business Systems Solutions
				MG1063	Deputy Comptroller
				MG1066	Compensation Program Manager
				MG1915	Acting Mgr LongRange StratPlan
				MG2016	Mgr Property Administration
				MG2030	Claims & Insurance Manager
				MG2035	Mgr of Civil Rights Compliance
				MG2045	Manager of Service Delivery

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2054	Manager of Right of Way Assets
				MG2091	Coordinated Mobility Manager
				MG2107	Records Manager
				MG2109	Mgr Light Rail Operations
				MG2142	Project Manager III
				MG2146	Mgr Commuter Rail Operations
				MG2149	Mgr Business Development-Sales
				MG2168	Mgr Environmental & Grant Svcs
				MG2171	Mgr Civil Engineering & Design
				MG2172	Mgr Special Svcs Ops Support
				MG2178	Digital Marketing Manager
				MG2179	Strategic Comms & Content Mgr
				MG2182	Manager of Grant Services
				MG2183	Rail Vehicl Procurmnt Proj Mgr
				MG2184	Bus Vehicle Procurmnt Proj Mgr
				MG2189	Manager Fare Revenue Ops
				MG2191	Manager of Fare Strategy
				MG2193	Mgr Environ Compl & Sustain
				MG2195	Electrification Project Mgr
				MG2909	Act Mgr Light Rail Operations
				MG2991	Special Project Mgr -Fares
				MG2992	Special Project Mgr -Fleet
				MG4929	Acting Mgr of Service Delivery
				MG4933	Acting Manager CR Operations
				PR3083	Sr Dev Program Engineer
				PR3179	Sr Financial Modeling Analyst
				PR3182	Assistant Treasurer
				PR3195	People Analytics Program Mgr
				SU3008	Radio Communications Supv
				SU3013	Network Comm/Infra Supervisor
				SU3020	Captain
				SU3026	Application Support Supv
				SU3027	Application Development Supv
				SU3044	Labor Relations Officer
				SU3045	IT Supervisor Server & Storage
				SU3046	Acting IT Supervisor PMO
				TL3005	Systems Engineer
				TL3013	Sr Information Security Admin
				TL3021	B.I. Architect-Programmer
				TL3022	Technology Solutions Architect
				TL3033	Sr Data Governance Engineer
19	\$89,000	\$107,000	\$124,500		
	\$42.788	\$51.442	\$59.856		
				MG1038	Special Svc Program Mgr
				MG1059	Mgr Qual and Const Oversight
				MG1958	Manager Capital Asset Controls

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG1959	Manager State of Good Repair
				MG1960	Facilities Development Supv
				MG1961	TOC Predevelopment Supervisor
				MG2013	Mgr Light Rail Vehicle Maint
				MG2041	Mgr Training and Development
				MG2071	Mgr Transit Communications Ctr
				MG2083	Mgr Service Planning
				MG2090	Procurement Manager
				MG2094	Mgr of CR Vehicle Maintenance
				MG2105	Mgr Vehicle Perf & Maintenance
				MG2115	Mgr Ticket Vend Machine Assets
				MG2136	Mgr Rail Systems Assets
				MG2141	Project Manager II
				MG2157	ActingMgr Vehicle Perf & Maint
				MG2169	Mgr Project Research and Dev
				MG2170	Rail Infrastructure Prjct Mgr
				MG2190	Mgr of Fare Revenue Equipment
				MG2192	Manager Maintenance Training
				MG2971	Acting Mgr Transit Comms Ctr
				PR3013	Facilities Engineer
				PR3035	Sr Media Relations Specialist
				PR3077	Facilities Utilities Proj Admn
				PR3091	NEPA Project Administrator
				PR3119	Senior BI Systems Analyst
				PR3130	Sr Org Development Consultant
				PR3136	Sr BusinessProc Analytics Spec
				PR3142	HR Business Partner
				PR3149	Civil Engineer III
				PR3164	Labr Relations BusinessPartner
				PR3176	Senior Capital Budget Analyst
				PR3184	Enterprise Risk Management Adm
				PR3187	Sr. Business Systems Admin
				PR3189	Env Stewardship Sust Spec III
				SU2030	Lieutenant
				SU2039	Benefits Supervisor
				SU2052	ERP Tech Sys Admin-SupplyChain
				SU3006	HRIS/Technology System Admin
				SU3019	Fleet Engineering Admin
				SU3030	Talent Acquisition Supervisor
				SU3035	Fares Supervisor
				SU3036	Fleet Engineering Supervisor
				SU3042	Capital Asset Controls Supv
				SU3049	Project Controls Supervisor
				SU3050	GIS System Admin Supervisor
				SU3052	Facility Development Supv
				TL2042	ERP Tech Sys Admin-Accounting

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL2044	Maintenance Systems ERP Admin
				TL2046	SharePoint Admin-Developer
				TL2047	ERP Tech Sys Admin-Developer
				TL2049	IT Project Manager
				TL2052	Business Project Manager
				TL3004	Database Administrator
				TL3012	Programmer Analyst III
				TL3016	Network Administrator III
				TL3025	ERP Tech Sys Admin-Cap Assets
				TL3026	Radio Systems Engineer I
				TL3032	Info Security Analyst III
18	\$79,000	\$95,000	\$110,500		
	\$37.981	\$45.673	\$53.125		
				MG1008	Manager of Customer Service
				MG1014	Asst Mgr of Service Delivery
				MG1035	Project Manager I
				MG1041	Asst Mgr of Rail Operations
				MG1042	Board Manager
				MG1044	Warehouse & Inventory Opns Mgr
				MG1045	Manager of Security
				MG1048	Asst Mgr Light Rail Veh Maint
				MG1050	Asst Mgr of Svc Delivery (SS)
				MG1052	Asst Mgr CR Vehicle Maint
				MG1053	Asst Mgr Rail Infra Assets
				MG1054	Asst Mgr Rail System Assets-CR
				MG1055	Asst Mgr Rail System Assets-LR
				MG1064	Mgr NRV Perf & Maintenance
				MG1956	Asst Mgr Rail Systems Maint
				MG2075	Mgr, Project Dev/Systems Plan
				MG2085	TOD Project Manager
				PR2069	Emergency Mgmt Program Mgr
				PR2070	Video Security Admin
				PR2108	Sr Property Administrator
				PR2110	Civil Engineer II
				PR2111	Sr TAcq Full Cycle Recruiter
				PR2137	Retirement Liaison
				PR2149	Facility Development Strat
				PR2151	Facility Dev Project Manager
				PR3012	Strategic Planner III
				PR3053	Project Control Specialist
				PR3089	Transit Asset Administrator
				PR3103	Sr Planning Researcher
				PR3104	Sr Business Process Developer
				PR3125	BI Data Visualization Analyst
				PR3126	Sr Internal Auditor
				PR3128	SrContinuousImprove Consultant

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3137	Sr Financial Analyst
				PR3138	Sr Government Relations Spec
				PR3139	GIS-Asset Administrator
				PR3141	Proj Development Planner III
				PR3147	Sr Strategic Sourcing Spec
				PR3157	Sr Benefits Administrator
				PR3158	Senior Fare Revenue Analyst
				PR3173	Sr Business Development Rep
				PR3183	Sr Comms & Mktg Strategist
				PR3192	Public Policy Analyst
				PR3193	Workforce Innovations Admin
				PR3196	Senior GIS Analyst
				PR3197	Sr. Operations Data Analyst
				SU2014	LRV Maint Supervisor
				SU2015	Bus Vehicle Maint Supv
				SU2031	Commuter Rail Veh/Maint Supv
				SU2035	Sergeant
				SU2038	Technical Support Supervisor
				SU2044	LRV Maint Supv-Team Mentor
				SU2046	LRV Maint Supv-BusinessSolSpec
				SU2047	LRV Maint Supv-QAQC Specialist
				SU2048	LRV Maint Supv-TeamCoordinator
				SU2049	LRV Maint Supv-Training Admin
				SU2050	LRV Maint Supv-Training Spec
				SU2051	LRV Maint Supv-BodyFabrication
				SU2053	LRV Maint Supv-PartsToolsEquip
				SU2057	Video Security Supervisor
				SU2060	Service Planning Supervisor
				SU2064	Fleet Maintenance Supervisor
				SU2066	Operations Planning Supervisor
				SU2070	Procurement Supervisor
				SU3001	Rail Maintenance Supervisor
				SU3002	Maintenance Of Way Supervisor
				SU3021	Light Rail-MOW Training Admin
				SU3024	Business&Quality Analyst Supv
				SU3031	Leadership Development Admin
				SU3034	Bus Communications Supv
				SU3037	Maint Apprentice Training Admn
				SU3039	Corporate Training Admin
				SU3043	Payroll Supervisor
				SU3047	MOW Training Admin
				SU3048	Tech Instructional Design Admn
				SU3051	Corp Instructional Design Admn
				TL2012	Programmer Analyst II
				TL2028	Systems Support Analyst III
				TL2038	Radio Comms Engr Tech III

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL3006	Fleet Engineer
				TL3009	Sr Telecommunications Spec
17	\$70,500	\$84,500	\$98,500		
	\$33.894	\$40.625	\$47.356		
				MG1065	Community Outreach Manager
				MG1067	Customer Experience Proj Mgr
				PR2008	Strategic Planner II
				PR2036	Rail Service/Ops Sr Planner
				PR2083	Property Administrator II
				PR2084	SS Delivery Systems Admin
				PR2086	TOC Project Specialist II
				PR2090	Sr Sales Representative
				PR2097	Records Officer and Specialist
				PR2103	Technical Business Analyst
				PR2115	Planning Researcher II
				PR2122	Fare Revenue Analyst
				PR2123	Fare Operations Analyst
				PR2127	Career Development Coach
				PR2130	LMS Technical Coordinator
				PR2132	Fleet Vehicle Administrator
				PR2134	Vanpool Data & Security Admin
				PR2142	Business Systems Administrator
				PR2143	Env Stewardship Sust Spec II
				PR2144	Business Analyst
				PR2146	Fares Strategy Analyst
				PR3001	Environmental Compliance Admin
				PR3014	Contract Buyer
				PR3018	Claims Administrator
				PR3024	Civil Rts Compliance Ofc (ADA)
				PR3026	Grants Development Admin
				PR3028	Workers Compensation Admin
				PR3032	Maint Training Specialist
				PR3036	Public Relations Specialist
				PR3049	Sr Service Planner
				PR3050	Sr Operations Planner
				PR3062	Business and Quality Analyst
				PR3070	Safety Administrator-Const
				PR3088	Rail Maint Training Specialist
				PR3090	Sr Social Media Specialist
				PR3108	Safety Admin - Transit System
				PR3111	Vehicle Procure/Comm Admin-Bus
				PR3114	Special Svcs Sr Planner
				PR3118	Researcher- Innov Mobility Sol
				PR3120	Corp Instructional Designer
				PR3132	LR-MOW Instructional Designer

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3134	Civil Rts Comp Ofc (TVI-DBE)
				PR3143	RR Regulatory Compliance Spec
				PR3145	Strategic Culture Partner
				PR3146	Procurement & Contracts Spec
				PR3156	Instructional Designer
				PR3159	Safety Administrator
				PR3166	Sr Social Media Strategist
				PR3169	Leadership Dev Training Spec
				PR3170	Rdwy Worker Protection PrgmMgr
				PR3171	Prjct Rsrch & Dev Sys Analyst
				PR3172	Sr Accountant-CIP Grants
				PR3174	Total Rewards Program Admin
				PR3175	Enviro Compliance & NEPA Admin
				PR3178	Fin Rep & Monitoring Analyst
				PR3185	Grant Controls Administrator
				PR3186	CR Instructional Designer
				PR3194	MOW Training Specialist
				SP3009	Transit Police Officer IV
				SP3020	Commuter Rail Train Dispatcher
				SP3022	Light Rail Control Supervisor
				SU1007	ADA Evaluation Office Admin
				SU2009	Operations Supervisor
				SU2010	Downtown Operations Supervisor
				SU2018	Facilities Maint Supv
				SU2019	Accounting Supervisor
				SU2023	Technical Services Supervisor
				SU2032	Farebox Service Supervisor
				SU2034	Cash Office Supervisor
				SU2037	Transit Communications Supv
				SU2041	Rail Opns Training Leader
				SU2042	Commuter Rail OpsPersonnelSupv
				SU2059	CR Veh Maint Training Leader
				SU2062	Coord Mobility Grant Admin
				SU2065	Technology Support Supervisor
				SU2071	Light Rail OpsPersonnelSupv
				SU3005	Bus Opns Training Admin/Supv
				SU3012	Vanpool Fleet Maint Supervisor
				SU3053	Buyer Supervisor
				TL2006	Fleet Engineering Technician
				TL2014	Digital Media Specialist
				TL2037	Radio Comms Engr Tech II
				TL2054	IT Software Tester
				TL2055	Info Security Analyst II
				TL3030	Field Service Technician Lead
16	\$62,500	\$75,000	\$87,500		
	\$30.048	\$36.058	\$42.067		

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CL3037	Exec Asst to Exec Director
				CL3042	Executive Asst to Board Chair
				CL3044	Executive Asst to Board
				CL3058	SLSU Operations Administrator
				PR1041	Construction Inspector I
				PR1047	Project Engineer
				PR2009	Buyer
				PR2027	Service Planner
				PR2028	Operations Planner
				PR2030	Community Relations Spec
				PR2077	Civil Engineer
				PR2080	Coordinated Mobility Specialis
				PR2082	Property Administrator I
				PR2088	Continuous Improve Specialist
				PR2093	Talent Acq FullCycle Recruiter
				PR2100	Rail Service-Ops Planner
				PR2102	Special Svcs Planner
				PR2113	Rail Quality Assurance Admin
				PR2117	CI Specialist- Supply Chain
				PR2120	Sales Representative
				PR2125	Payroll Analyst
				PR2126	IT Management Analyst
				PR2128	Community Engagement Spec
				PR2129	Business Strategy Specialist
				PR2131	Accountant-Capital Assets
				PR2136	Coord Mob Grants Compl Ofc
				PR2140	TOC Project Specialist I
				PR2147	Coordination Administrator
				PR2148	Quality Assurance Admin
				PR2150	Engineering Technical Writer
				PR3022	Internet Marketing Specialist
				PR3030	Compensation Analyst
				PR3043	Rail Service Project Admin
				PR3168	PR & Marketing Strategist
				PR3180	Customer Experience Planner II
				PR3190	Fleet Engineering Proj Admin
				SP3008	Transit Police Officer III
				SU1008	Pass Facilities Road Crew Supv
				SU2043	Commuter Rail System Supv
				SU2055	LR Opns- Training Supv
				SU2058	Maintenance Analyst-Supervisor
				SU2063	Coordinated Mobility Spec
				SU2067	Paratransit Radio Control Supv
				TL1013	Info Security Analyst I
				TL2008	Network Administrator II
				TL2017	Programmer Analyst I

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL2027	Systems Support Analyst II
				TL2034	Revenue Equipment Maint Tech
				TL3027	Field Service Technician III
15	\$56,000	\$67,000	\$78,500		
	\$26.923	\$32.212	\$37.740		
				CL3017	Operations Dispatch Lead
				CL3034	People Office Administrator
				CL3040	External Affairs Office Admin
				CL3041	CR Operations Scheduler
				CL3046	Office Administrator
				CL3048	Enterprise Strat Office Admin
				CL3049	Planning & Engmt Office Admin
				CL3051	Finance Office Administrator
				CL3054	Operations Scheduler
				CL3055	Operating Office Administrator
				CL3062	Engineering&Constr Proj Coord
				CL3063	Communications Office Admin
				CS1005	Cust Svc Technical Specialist
				PR1015	Strategic Planner I
				PR1040	Rideshare Product Rep
				PR1046	Env Stewardship Sust Spec I
				PR2010	Accountant
				PR2015	Bus Operations Training Spec
				PR2051	Facilities Technician
				PR2054	Paralegal
				PR2062	Claims Adjuster
				PR2078	Benefits Administrator
				PR2087	Commuter Rail Opns Trainer
				PR2095	Graphic Art Specialist
				PR2098	Bus Opns Training Asst Admin
				PR2105	Proj Development Planner II
				PR2114	Planning Researcher I
				PR2133	Customer Service Training Spec
				PR2135	Corporate Training Specialist
				PR2138	Civil Rights Specialist
				PR2139	Accountant-Rideshare
				PR2145	Light Rail Training Specialist
				PR3163	GIS Analyst
				SP2023	Paratransit Eligibility Spec
				SP3006	Estimator
				SP3007	Transit Police Officer II
				SP3011	Flextrans Radio Control Coord
				SP3013	Sr Transit Comms Dispatcher
				SP3016	Transit Communications Trainer

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU1003	Customer Service Supervisor
				SU1022	System Monitoring Administrator
				SU1028	TRAX Ambassador Supervisor
				SU2040	Parts & Inventory Supervisor
				SU2068	Warehouse & Prod Ctrl Supv
				TL1009	Systems Support Analyst I
				TL2033	Network Specialist
				TL2036	Radio Comms Engr Tech I
				TL2050	Telecommunications Specialist
				TL2051	Field Service Technician II
14	\$51,500	\$59,000	\$67,000		
	\$24,760	\$28,365	\$32,212		
				CL2090	Training Support Specialist
				CL3004	Warranty Claims Specialist
				CL3005	Materials/Inv Control Analyst
				CL3007	Vanpool Maintenance Specialist
				CL3008	Sr Office Specialist
				CL3014	NRV Fleet Maintenance Spec
				CL3019	Sr Office Spec- Mt Ogden BU
				CL3021	Sr Office Specialist- SLBU
				CL3022	Sr Office Specialist- SSvc BU
				CL3023	Sr Office Spec- Timpanogos BU
				CL3025	Sr Office Spec- Asst to PS Mgr
				CL3026	Sr Office Spec- Supply Chain
				CL3027	Sr Office Spec- Light Rail
				CL3028	Sr Office Spec- Maint of Way
				CL3029	Sr Office Spec- LR Veh Maint
				CL3030	Sr Office Spec- Ext Affairs
				CL3032	Sr Office Spec- Capital Proj
				CL3033	Sr Office Spec- Commuter Rail
				CL3038	Sr Office Spec- Asset Mgt
				CL3047	HR Specialist
				CL3050	Board Administrator
				CL3053	Sr Office Specialist- Training
				CL3056	Public Hearing Liaison
				CL3057	Sr Office Specialist- Vanpool
				CL3059	Volunteer Coordinator
				CL3060	Sr Office Spec- Spec Svcs Maint
				CL3061	Sr Office Spec- Timp Maint
				CS2006	Lead Scheduling Specialist
				PR1023	Assistant Service Planner
				PR1024	Assistant Operations Planner
				PR1037	Talent Acquisition Specialist
				PR1042	Fare Revenue Specialist
				PR1045	Social Media Strategist
				PR2106	Customer Experience Planner

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR2116	IT Apps & Tech Support Analyst
				SP2012	Transit Police Officer I
				SP2020	Transit Comms Dispatcher
				SU1027	Public Safety Records Supv
				TL1011	Field Service Technician I
				TL2032	Technology Support Specialist
				TL2045	Video Security Technician
13	\$45,500	\$52,500	\$59,000		
	\$21.875	\$25.240	\$28.365		
				CL2012	Facilities Office Specialist
				CL2018	Mobility Center Office Spec
				CL2026	Real Estate Office Specialist
				CL2070	Commuter Rail Office Spec
				CL2073	HR Office Specialist
				CL2078	Office Specialist
				CL2079	Rail Office Specialist
				CL2084	Public Safety Ofc Specialist
				CL2085	Maint Support Office Spec
				CL2086	Maintenance Office Specialist
				CL2087	Office Specialist-SSvc BU
				CL2089	Vanpool Maint Ofc Specialist
				CL2097	Expeditor- Jr Buyer
				CL2098	Customer Svc Office Specialist
				CL2104	Records Specialist
				CL3003	Production Control Specialist
				CL3036	Production Control Spec- LR
				CL3052	SrAccounts Payable Coordinator
				CS2010	Customer Svc Lead Specialist
				CS2013	Sr Customer Focus Specialist
				CS3001	Special Svc Cust Care Admin
				PR1031	Recovery Adjuster
				PR1035	Proj Development Planner I
				SP1005	Farebox Revenue Processor
				SP2016	Travel Trainer
				SP2021	Transit Comms Dispatch-Trainee
				SP2022	Transit Police Officer Trainee
				SP3012	Warehouse Specialist
				SU1029	Transit Ambassador Supervisor
				SU3040	Revenue Collection Supervisor
12	\$41,000	\$47,000	\$53,500		
	\$19.712	\$22.596	\$25.721		
				CL2050	Accounts Payable Coordinator
				CL2096	Rideshare Customer Accts Spec
				CL2103	Capital Asset Specialist
				CL3011	Vanpool Support Specialist
				CS1012	Quality Assurance Analyst

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CS2008	Paratransit Scheduling Splist
				CS2009	Customer Focus Specialist
				CS2016	Incident Communications Spec
				SP1020	System Monitor Data Specialist
11	\$36,000	\$41,500	\$47,000		
	\$17.308	\$19.952	\$22.596		
				CL1011	Claims Clerk
				CL1012	Office Clerk
				CL1020	Government Relations Assistant
				CL1022	Receptionist
				CS1008	Items Recovery Specialist
				CS1009	Contact Center Agent
				CS1010	Sr Contact Center Agent
				CS2003	Customer Relations Specialist
				SP1012	Security Guard
				SP1013	Train Host
				SP1016	System Monitor
				SP1017	Fare Inspection Officer
				SP1022	Farebox Revenue Receiver
				SP1024	Video Security Specialist
				SP1025	TRAX Ambassador



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Carlton Christensen, Board Chair

TITLE:

R2024-03-06 - Resolution Approving Amendment Three to the Terms and Conditions of Employment for Executive Director Jay Fox

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2024-03-06 to approve Amendment Three to the Executive Director Employment Agreement.

BACKGROUND:

The employment agreement with Mr. Fox establishes his salary and sets forth a minimum increase each year of three percent. The contract also includes the ability of the Board of Trustees to provide pay raises above the three percent, in which case the increase will be memorialized in writing and attached to the contract as an amendment.

DISCUSSION:

The Board of Trustees recently conducted the performance review for Mr. Jay Fox. In addition to the guaranteed three percent pay increase included in the terms of the current employment agreement, the Board of Trustees will provide an additional one percent increase to acknowledge his performance in 2023. This total of four percent increase takes Mr. Fox's annual salary to \$286,624.

ALTERNATIVES:

If not adopted, UTA will increase Mr. Fox's pay by three percent as required by the current employment agreement.

FISCAL IMPACT:

The four percent wage increase is included in UTA's 2024 approved operating budget.

ATTACHMENTS:

Resolution R2023-03-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AMENDMENT THREE TO THE TERMS AND
CONDITIONS OF EMPLOYMENT FOR EXECUTIVE DIRECTOR JAY FOX**

R2024-03-06

March 13, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Act provides that the Authority's Board of Trustees (“Board”) shall hire, set the salary, and develop performance targets and evaluations for its executive director pursuant to UTAH CODE §17B-2a-808.1(2)(j); and

WHEREAS, the Board approved in Resolution R2021-11-03 the terms and conditions of employment for Executive Director Jay Fox; and

WHEREAS, Jay Fox was sworn under oath of office to act as the executive director (“Executive Director”) of Authority on January 12, 2022; and

WHEREAS, the Executive Director has rendered exemplary service to the Authority in the performance of his duties; and

WHEREAS, the terms and conditions of the Executive Director’s employment are governed by UTA Contract No. 21-P00127 (“Agreement”); and

WHEREAS, the terms and conditions of the Executive Director’s employment were amended in Resolution R2023-05-01 on May 10, 2023; and

WHEREAS, the Board finds it is in the best interests of the Authority to further amend the Agreement as reflected in Amendment Three to the Executive Director Employment Agreement attached hereto as Exhibit A.

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

1. That the Board of Trustees hereby approves Amendment Three to the Executive Director Employment Agreement, attached as Exhibit A.

Approved and adopted this 13th day of March 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

Legal Counsel

Exhibit A

Amendment Three to Executive Director Employment Agreement

AMENDMENT THREE TO EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS Utah Transit Authority (UTA) and Jay Fox (Employee) entered into an Executive Director Employment Agreement (Agreement) as UTA Contract No. 21-P00127 with an effective date of January 10, 2022; and

WHEREAS the Agreement provided for a yearly merit adjustment based on an annual performance review.

WHEREAS UTA and Employee now desire to execute this Amendment No. 3 establishing the merit increase for the Employees' 2023 performance year:

NOW THEREFORE, FOR JUST AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO AMEND AGREEMENT AS FOLLOWS:

1. Pursuant to Paragraph (3)(a) of the Agreement, the Employee is awarded a merit increase of 4% (base amount of 3% plus performance-based increase of 1%) for the 2023 performance year. This Amendment No. 3 brings base salary to \$286,624.00 per year. The increase shall be effective on the same day that merit increases takes effect for UTA Administrative Employees.

2. All other terms and conditions of the Agreement shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date of the last signature below.

UTAH TRANSIT AUTHORITY

EMPLOYEE

 Carlton Christensen
 Chair, Board of Trustees
 Date: _____

 Jay Fox
 Date: _____

Beth Holbrook
Trustee
Date: _____

Jeff Acerson
Trustee
Date: _____

Approved as to form:

DocuSigned by:
David Wilkins
OF6F046DE4724A2...

Assistant Attorney General
UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Contract: South Jordan Lake Avenue TRAX Station Phase 1 Pre-Construction Services (Paulsen Construction LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Paulsen Construction LLC for Phase 1 Pre-Construction services for a new South Jordan TRAX station in the amount of \$51,000.

BACKGROUND:

UTA was approached in late 2023 about constructing a new TRAX platform in South Jordan on the existing red line between South Jordan Parkway and Daybreak Parkway due to rapid growth in the area, including commercial development. The City's community master plan demonstrated increased demand for transit connections. South Jordan City applied for and received Transit Transportation Investment Fund (TTIF) funds for the project. Additional funding for the project will come from Salt Lake County and UDOT. A funding agreement between UTA and the stakeholders is in process and should be completed soon. Total funding made available to UTA for the entire project is expected to be \$6,000,000.00.

DISCUSSION:

UTA issued an RFP for the award of a Construction Manager/General Contractor (CM/GC). Paulsen construction was selected on a best value basis. The GM/GC contract contains two Phases. Phase I is for pre-construction services with a negotiated price of \$51,000. Phase II is for construction services and will be

added by change order, in UTA’s sole discretion, at a price to be negotiated during Phase I. UTA staff will seek board approval for a Phase II Change Order after the Board has approved the funding agreement between UTA and its Stakeholders, which will provide for the transfer to UTA of all required funding for the project.

It is anticipated that the project will be completed by March 2025.

CONTRACT SUMMARY:

Contractor Name:	Paulsen Construction LLC
Contract Number:	24-03819
Base Contract Effective Dates:	March 13, 2024 through August 31, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$51,000
Procurement Method:	Request for Proposal
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Do not construct a new platform in the area.

FISCAL IMPACT:

The \$51,000 for the first phase is in the budget. Phase 2 funding budget for this project is included in the 2024 -2028 Capital Plan and will be provided by agreement with UDOT, Salt Lake County and South Jordan City.

ATTACHMENTS:

Contract 24-03819

CONSTRUCTION SERVICES AGREEMENT
SOUTH JORDAN LAKE AVENUE TRAX STATION CONSTRUCTION (CMGC)
PHASE 1 CONTRACT

This Construction Services Agreement (“**Agreement**”) is hereby entered into by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Paulsen Construction LLC (“**Contractor**”).

RECITALS

UTA is Constructing two side platforms and amenities between the existing TRAX Red line and the existing roads in the Daybreak Community of South Jordan, Utah.

- A. South Jordan Lake Avenue TRAX Station Construction (the “**Project**”).
- B. On January 9, 2024, UTA issued Request for Proposals No. 24-03819 (“**RFP**”), seeking interested parties to submit proposals to perform the work required by the Project.
- C. UTA evaluated the responses and determined the Contractor’s response to be the most advantageous to UTA.
- D. UTA and Contractor desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.
- E. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the design and construction general conditions appended as an exhibit to this Agreement.

AGREEMENT

Therefore, the parties agree as follows:

- 1. Scope of Work; Standard of Care.** (a) Contractor shall perform the Phase 1 Work. In the Contract Documents, “Phase 1 Work” means all the pre-construction Services necessary to assist the Parties in reaching agreement on lump sum construction prices and scope of work for each of the Projects concerning the Phase 2 elements of the Program (construction).
(b) Contractor shall perform the Work in accordance with the Contract Documents (including any attached or incorporated construction drawings, plans, specifications and standards or other descriptions of the Work) and applicable industry standards, and in full compliance with all applicable laws, regulations and permits.
- 2. Schedule.** (a) Contractor shall commence the Phase 1 Work within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue a NTP until all insurance and other required documentation is submitted and deemed acceptable by UTA. UTA may issue a limited Notice to Proceed (“**NTP**”) on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

(b) This Agreement will expire August 31, 2024 (“**Phase 1 Completion Date**”), unless (i) UTA and Contractor mutually agree to extend the term of the Agreement through a written Change Order in accordance with Section 9, or (ii) UTA and Contractor execute the Phase 2 Construction Services Amendment, as set forth in Section 9 below. Contractor shall diligently prosecute the Phase 1 Work, and complete the Phase 1 Work prior to the Phase 1 Completion Date.

(c) Time is of the essence with respect to the dates set forth in this section.

3. Price and Payment. (a) As full compensation for completing the Phase 1 Work in accordance with the Contract Documents, UTA shall pay Contractor the lump sum price of \$51,000 (the “**Phase 1 Contract Price**”). The procedures for invoicing and payment are set forth in Section 8 below.

4. Contract Documents. (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Agreement executed in accordance with Section 9 below;
- (2) This Agreement, including its exhibits;
- (3) Contractor’s Proposal in response to the RFP; and
- (4) The RFP including, without limitation, all attached or incorporated terms, conditions, drawings, plans, specifications and standards or other descriptions of the Work.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and completion of the Project. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “Discrepancy”), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Contractor’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor’s right to seek an equitable adjustment to the Agreement.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates David Osborn as its Project Manager, and Jared Scarbrough as its Senior Representative. UTA’s Contract Administrator for this Agreement is Jolene Higgins. Questions or correspondence regarding the contractual

aspects of this Agreement should be directed to Jolene Higgins _ at the address set forth in Section 12 below. UTA's Project Manager, Senior Representative, and Contract Administrator are referred to collectively as the "**UTA Representatives.**"

(b) Contractor designates Jason Bartschi as its Project Manager and John Paulsen as its Management Representative (collectively, the "**Contractor Representatives**").

6. **Key Personnel.** Contractor's Proposal specified certain individuals as key personnel with respect to the Work to be performed under this Agreement. This Agreement was awarded based on Contractor's representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Contractor shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Contractor's Proposal.
7. **Phase 2 Construction Services Amendment.** If UTA and Contractor agree on a scope of construction services and a lump sum price for those services, UTA and Contractor will execute an amendment to this Agreement (the "Phase 2 Construction Services Amendment"). The Phase 2 Construction Services Amendment will detail the scope, schedule, and price of the Phase 2 construction work, and will include other terms and conditions applicable to construction work. Execution of this Agreement in no way obligates UTA to execute the Phase 2 Construction Services Amendment. The process for negotiating a Phase 2 Construction Services Amendment is described in the RFP.
8. **Invoicing and Payment.** (a) To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Phase 1 Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

(b) Application for Payment will constitute Contractor's representation that the Phase 1 Work described therein has been performed consistent with the Contract Documents and has progressed to the point indicated in the Application for Payment.

(c) UTA shall pay Contractor all amounts properly requested and documented within thirty (30) days of receipt of an Application for Payment. Notwithstanding the preceding sentence, if UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations hereunder, UTA will notify Contractor in writing at least five (5) days prior to the date payment is due. The notice must indicate the specific amounts UTA intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify UTA's concerns. Contractor and UTA will attempt to resolve UTA's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Contractor may pursue its rights under the Contract Documents. Contractor shall continue to perform the Phase 1 Work pending the resolution of any such dispute.

9. **Change Orders.** Contractor shall not undertake any activity that materially changes the Phase 1 Work, or materially deviates from the requirements of the Contract Documents, except as authorized by a written Change Order signed by Contractor and UTA.
10. **Indemnity.** Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligence or willful misconduct of Contractor, Contractor's consultants and subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
11. **Insurance.** Contractor shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.
12. **Notices.** (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties ("Notices") must be in writing and addressed as follows:

If to Utah Transit Authority:
 Utah Transit Authority
 Attn: Jolene Higgins
 669 West 200 South
 Salt Lake City, UT 84101

With a required copy to:
 Utah Transit Authority
 Attn: General Counsel
 669 West 200 South
 Salt Lake City, UT 84101.

If to the Contractor:
 Paulsen Construction
 Attn: John Paulsen
 3075 S. Specialty Cir
 Salt Lake City, Utah 84115

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

13. **Audit Rights.** Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under this Agreement. Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Agreement and/or Contractor's compliance with this Agreement. Records shall be retained by Contractor for a period of at least six (6) years, or until any

audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of this Agreement at any tier.

- 14. Termination.** (a) Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. If UTA terminates the Agreement for its convenience, UTA shall pay Contractor for Phase 1 Work performed up to the date of the notice of termination, plus Contractor's reasonable costs attributable to the termination.

(b) If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ten (10) days of written notice from UTA identifying the breach, then UTA may terminate the Agreement for default. If UTA terminates the Agreement for default, UTA shall pay Contractor for Phase 1 Work satisfactorily performed up to the date of the notice of termination, less costs and expenses incurred by UTA as a result of the default.
- 15. Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.
- 16. Work Product.** (a) All drawings, specifications, reports, calculations, and other documents furnished by Contractor to UTA pursuant to this Agreement (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.


(b) Upon UTA's payment in full for the Phase 1 Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the design, construction, occupancy, and maintenance of the Project, or any other UTA project or facility.
- 17. Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest in, direct or indirect, including prospective employment by, Contractor or the proceeds under this Agreement without specific written authorization by UTA.
- 18. Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in this Agreement without prior written approval by UTA.
- 19. Successorship.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.
- 20. Governing Law.** The Agreement is governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

- 21. Severability. If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which will remain in full force and effect as if the unenforceable provision or part were deleted.
- 22. No Waiver. The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 23. Headings. The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 25. Effectiveness; Date. This Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual’s signature).

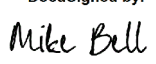
UTAH TRANSIT AUTHORITY

PAULSEN CONSTRUCTION LLC

_____ Date _____
 David Hancock
 Chief Capital Services Officer

DocuSigned by:
 _____ Date 2/21/2024
A3ED715967AB428...
 President

_____ Date _____
 Jared Scarbrough
 Director of Capital Design & Construction

Approved ^{as to} Legal Form:
 DocuSigned by:
 _____ Date 2/22/2024
70E33A415BA44F6...
 Utah Transit Authority
 Legal Counsel

Reviewed and Recommended

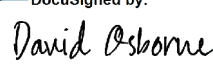
DocuSigned by:
 _____ Date 2/22/2024
216B74DEFA87419...
 Project Manager III

Exhibit A

Scope of work

SCOPE OF PHASE 1 PRE-CONSTRUCTION SERVICES

The objective of the Phase 1 Pre-Construction Services Agreement and its associated tasks is to create a teaming atmosphere that will allow UTA, the Contractor and the Project stakeholders as appropriate and available to work jointly and cooperatively to deliver the highest quality Project within or under the budget as determined by UTA. The Phase 1 Pre-Construction Services Agreement not-to-exceed price covers all pre-construction services up to the execution of the Phase 2 Construction Services Amendment, if such Phase 2 Construction Services Amendment is executed. Phase 2 Construction Services is contingent on funding.

TASK	DESCRIPTION
Task 1– Project Management (Lump Sum)	The Contractor shall provide a PM, CM and associated staff. This Task 1 only includes services that are not encompassed in any of the other tasks identified in this <i>Section 1.7</i> .
Task 1A – Consultation on planning, final design and construction (Lump Sum)	The Contractor shall consult with, advise, assist, and provide recommendations to UTA, the design team(s), and project stakeholders and needed, on all aspects of the planning, design, and construction, as requested by UTA. This task includes recommendations on design packaging and long lead time items to advance construction to meet the schedule.
Task 2 – Constructability and material availability reviews and on-going VE (Lump sum)	The Contractor shall provide constructability and material availability reviews, along with written reports and recommendations, of the preliminary design drawings in the Appendix, final design drawings, and release for construction drawings. The VE process during the Phase 1 Pre-Construction Services Contract will be considered an ongoing, integrated process as the design progresses. The Contractor shall provide on-going constructability reviews and VE for the Project, including written reports and recommendations of the preliminary design drawings in the Appendix, of the final design drawings, and release for construction drawings. During the Phase 1 Pre-Construction Services Agreement, UTA, its designers, Project stakeholders as appropriate and available, and the Contractor will formally meet on a bi-weekly basis to review the major cost elements of the Project. The meetings and follow up assignments will be structured to reduce the cost of the Project and or improve the value of the project to UTA. This process is intended to provide an interactive and cooperative forum to generate value. This process will be incorporated into the on-going Project design process and as such does not provide a means to create “typical” VE proposals and measure the savings. However, Any savings estimated to accrue to the

	Project due to the VE process during this Phase 1 Pre-Construction Services Agreement will accrue solely to the benefit of UTA.
Task 2A – Review of all design and release for construction drawings (Lump Sum)	The Contractor shall review final design drawings, contract document drawings and specifications and release for construction design drawings and specifications, identify revisions to improve clarity for bidding or competitive procurement, and propose revisions that reduce construction costs and time of performance in written reports submitted to UTA upon UTA's request.
Task 2B- Identification of Project elements requiring less than 100% design (Lump Sum)	The Contractor shall identify various elements of the Project that may require less than 100% design and make recommendations of such to UTA.
Task 3 – Conduct of construction plan (Lump Sum)	The Contractor shall submit a written conduct of construction plan to UTA. The Contractor shall address proposed construction phasing, staging, and field office needs; parking requirements during construction; construction equipment storage; use of public roadways and UTA rail line property; coordination of work with UTA railroad operations, including utility disruptions; protection of properties; dirt/debris mitigation; storm water drainage management; temporary facilities; traffic management; noise and vibration control; work hours, including, number of shifts and weekends; temporary road closures or detours; emergency vehicle provisions; maintenance of access to all properties; public and worker safety protections; security; coordination with the Project stakeholders; and maintenance of construction work zones. The Contractor shall focus on techniques and plans to mitigate impacts to UTA rail operations and auto/bicycle/pedestrian traffic.
Task 3B – Identification of long lead items (Lump Sum)	The Contractor shall identify any long lead items, in a letter to UTA, which should be procured prior to completion of design so that the schedule is met.
Task 4 – Permit documentation preparation and assistance (Lump Sum)	The Contractor shall prepare, with assistance from UTA, the necessary documentation to obtain permits from South Jordan. It is anticipated that the Contractor will be responsible for obtaining building permits. The Contractor will work with Project stakeholders to develop best practices to handle storm water runoff and conform to the City's construction traffic control. The Contractor shall pay for the permits and will be responsible to develop exhibits to the permits, as necessary.

Task 5 – On-going risk analysis participation (Lump Sum)	The Contractor shall participate in on-going risk analysis. The outcome of the on-going risk analysis should be allocations of risks during the Phase 2 Construction Services Amendment. UTA anticipates that this Task 5 will include a limited number of half-day meetings during which risk philosophy, issues, and allocation will be discussed by UTA, the Contractor and the Project stakeholders as appropriate and available.
Task 6 – On-going cost estimating (Lump Sum)	The Contractor shall provide on-going open book cost estimating. The Contractor shall prepare and submit to UTA a construction cost estimate of the preliminary design, final design and construction documents design. On or about the completion of release for construction design documents for the Project the Contractor shall prepare and submit construction cost estimates that, when agreed to by UTA, will become the lump sum prices for the Phase 2 Construction Services Amendment. If the initial lump sum construction cost estimates appear to be exceeding UTA’s established construction budgets, the Contractor shall notify UTA accordingly and propose how to complete the work within budget. If UTA and the Contractor cannot agree on lump sum prices for the Project, UTA reserves the right to terminate the CMGC Contract and procure the work in an alternative manner, as UTA deems appropriate. In the event of early termination, UTA will compensate the Contractor based upon work performed prior to the termination for which the Contractor can provide appropriate documentation that such work was performed for the Project. The Contractor shall identify the risks that it assumed when preparing the cost estimates at preliminary design, final design, contract documents design and release for construction design and submit such assumptions with the cost estimates to UTA.
Task 6A – Critical Path Method schedule (Lump Sum)	In conjunction with development of the lump sum for the Project the Contractor shall prepare a detailed, baseline, cost-loaded, CPM schedule for schedule management and progress payment processing during the Project. In addition to the schedule, the Contractor shall submit a finalized budget, estimated payment schedule, and schedule control management plan to ensure completion of construction within budget and in accordance with the baseline schedule.

Exhibit B

Insurance

Project Minimum Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability (“CGL”) insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$4 million per occurrence for bodily injury and property damage, with a maximum deductible or self-insured retention of \$100,000.
 - b. \$4 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The contractor shall obtain approval of the CGL policy from UTA prior to executing the contract.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$2 Million.
3. **Workers’ Compensation:** Worker’s compensation insurance as required by the State of Utah, with statutory limits, and employers’ liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **Professional Liability:** Professional liability insurance with limits no less than \$2 million per occurrence or claim, and \$1,000,000 with a maximum deductible or self-insured retention of \$100,000.

If the contractor maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UTA. At the option of UTA, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects UTA, its officers, officials, employees, and volunteers; or the contractor shall provide a financial guarantee satisfactory to UTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA, SLCDA, and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to UTA.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

Claims Made Policies

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to UTA.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and contractor shall ensure that UTA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor may adopt a contractor controlled insurance program to meet this requirement.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**Exhibit C to Phase 1 Construction Services Amendment
Design and Construction General Conditions**

ARTICLE 1

General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a CM/GCer, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Contractor’s Services

2.1 General Services.

2.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 **Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by

qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those

documents, the “Work Product”) are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.3 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor’s cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 Construction Services.

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor

shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a

design quality plan that meets the minimum requirements set forth in UTA Design Quality Plan. UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.4 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.5 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.6 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is

intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred and Contractor acknowledges its liability to reimburse UTA for all such reasonable expenses. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3

Site Conditions

3.1 Hazardous Materials.

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4

Payment

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

4.2 **Application for Payment.**

4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) immediately upon payment, UTA will receive ownership of the equipment and materials free and clear of all liens and encumbrances.

4.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

4.3 **Sales Tax Exemption**

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

4.4 **UTA's Payment Obligations.**

4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an adequately supported Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 Contractor's Payment Obligations.

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 Substantial Completion.

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.1.5 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 5

Indemnification and Loss

5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure

such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 **Contractor's General Indemnification.**

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which

Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 Excusable Delays. The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 Excusable and Compensable Delays. In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events

ARTICLE 7

Changes

7.1 Change Orders.

7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

7.2 UTA-Directed Changes. UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

7.3 **Constructive Changes.**

7.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work and is within the general scope of the contract; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Constructive Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

7.3.2 Contractor's failure to deliver a Potential Constructive Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

7.3.3 In conjunction with the Potential Constructive Change Notice (or within 10 days thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Constructive Change Notice and to also evaluate the equitable relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Constructive Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Constructive Change Notice demonstrates Contractor's entitlement to a Contract equitable adjustment, and provided that the parties are able to negotiate mutually agreeable equitable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order implementing the equitable adjustment

7.3.5 Notwithstanding any language in Contract Documents to the contrary, Contractor is not authorized to expend effort on any constructive work until expressly authorized by the Contracts Administrator.

7.3.6 Any Change Order implementing an equitable adjustment negotiated pursuant to this Article shall contain all direct, indirect, general, administrative or other costs to which Contractor shall be entitled and shall operate as a final accord and satisfaction of all Contractor claims related to the grounds for the equitable adjustment and Change Order.

7.4 **Direction or Authorization to Proceed.**

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

7.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

7.6 **Contract Price Adjustments.**

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be subject to a detailed Cost Analysis which examines one or more of the following methods and factors

7.6.1.1 Composition and derivation of Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum properly itemized and supported by sufficient cost or pricing data to permit thorough evaluation by UTA;

7.6.1.3 Costs, fees, labor and indirect rates and any other markup rates set forth in the Agreement; or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be unilaterally determined by UTA using cost or price analysis which considers the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. As a precondition to receipt of any Change Order or Equitable Adjustment, Contractor shall openly share all elements of cost listed above and its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may

refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8

Claims and Claim Resolution

8.1 **Claims.**

8.1.1 “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

8.2 **Claim Resolution.**

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA’s Project Manager and Contractor’s Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA’s Project Manager and Contractor’s Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA’s Senior Representative and the Contractor’s management representative (“Contractor’s Management Representative”) meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the “Mediator”). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

9.2 UTA's Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to

supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the

Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

9.4 **Bankruptcy of Contractor.**

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

9.4.2 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

9.4.3 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.

9.4.4 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 10

Value Engineering

10.1 Value Engineering Change Proposals.

10.1.1 A Value Engineering Change Proposal (“VECP”) is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

10.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

10.1.3.6 Costs of development and implementation; and

10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

10.2 Review and Approval of VECPs

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in

reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

10.3 **Cost Savings.** UTA will be the sole beneficiary of any cost savings realized from a VECP submitted during the design scope of the Agreement. Any savings resulting from an approved VECP submitted after the design has been released for construction will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

10.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 11

Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

11.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

ARTICLE 12

Miscellaneous

12.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential

Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information

12.2 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.

12.3 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

12.4 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

12.5 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

12.6 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.7 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.8 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.9 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Change Order: Civil Contractor Services for Battery Electric Bus Charging Infrastructure Change Order #002 - Additional Chargers and Pantographs (Cache Valley Electric Company)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the change order and associated disbursements with Cache Valley Electric (CVE) in the amount of \$772,181.65 for civil contractor services for additional battery electric bus charging infrastructure at 3900 South and Wasatch Blvd. and Central Pointe.

BACKGROUND:

In December 2022, UTA released a request for procurement (RFP) for Battery Electric Bus - High Powered On-Route and Depot Charging Infrastructure and Civil Contractor Services. The Board approved the initial contract on April 26, 2023. UTA's expanding fleet of electric vehicles necessitates installation of these facilities to provide the necessary charging capacity for those vehicles. The proposed project and locations are consistent with the Board Approved Fleet Plan. CVE was selected as the "best value" for UTA based on a combination of technical and cost factors.

The contract provided for initial installations at Kimball Junction, Central Station, and the Tooele Senior Center. The charger at Kimball Junction will be for use by High Valley Transit and is being installed by UTA as part of an FTA No/Low grant. The chargers at the Tooele Senior Center will be used to charge micro transit vehicles, and the high-powered charger at central station will be used for UTA battery electric buses. The base contract indicated that UTA had the option of adding additional locations at pricing consistent with the base contract.

The chargers in Tooele and Central Station are operational and the Kimball Junction charger is scheduled for installation in 2024.

DISCUSSION:

This change order is to add battery electric bus chargers and pantographs at 3900 South and Wasatch Blvd and Central Pointe. These additional chargers support UTA's battery electric buses and provide flexibility on where those buses can be used. UTA will provide the equipment through the existing Gillig contract. CVE will provide all the infrastructure and installation of the UTA-provided equipment. CVE's contract allowed for optional sites to be added at the discretion of UTA and as negotiated with the contractor. An independent cost estimate (ICE) was prepared by the designers and confirms that the pricing from the contractor is fair and reasonable. This change order will also require a time extension to the end of August 2025. It will take approximately a year to obtain the switchgear for the Central Pointe charger.

CONTRACT SUMMARY:

Contractor Name:	Cache Valley Electric Company (CVE)
Contract Number:	22-03675-002
Base Contract Effective Dates:	April 26, 2023 through August 31, 2024
Extended Contract Dates:	Through August 31, 2025
Existing Contract Value:	\$942,049.23
Amendment Amount:	\$772,181.65
New/Total Contract Value:	Not to Exceed \$1,714,230.88
Procurement Method:	Request for Proposal
Budget Authority:	2024-2028 Capital Plan - Project REV236

ALTERNATIVES:

Do not install charging equipment which would reduce the ability to provide service with electric vehicles.

FISCAL IMPACT:

Funding for this change order is included in the 2024-2028 Approved Capital Plan.

ATTACHMENTS:

Change Order



PCO #002

Project: REV236 - VW Battery Buses

Contract Potential Change Order #002: CO-002 - UTA Battery Electric Bus Charging Infrastructure

CONTRACT COMPANY:	CVE Technologies Group, Inc.	CONTRACT FOR:	223675-OG - Commitment to CVE Technologies Group, Inc.
PCO NUMBER/REVISION:	002 / 0	CREATED BY:	David Smurthwaite (Utah Transit Authority)
REQUEST RECEIVED FROM:	David Osborn (Utah Transit Authority)	CREATED DATE:	2/13/2024
STATUS:	Approved	CONTRACT CHANGE ORDER:	None
REFERENCE:			
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:	427 days	TOTAL AMOUNT:	\$772,181.65
DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::		IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER::	Yes
TIME COMPLETION CHANGE (DAYS/DATE):	427 days / 12/31/2024		

CHANGE ORDER CHECKLIST

1. IS THERE A CLEAR DESCRIPTION OF THE PERTINENT FACTS FOR THIS CHANGE?:	Yes	2. WAS AN INDEPENDENT ESTIMATE RECEIVED BEFORE THE CONTRACTOR ESTIMATE AND IS THERE A CLEAR RECORD OF NEGOTIA:	Yes
3. IS THERE REFERENCE TO THE APPLICABLE CONTRACT SECTION ALLOWING THE CHANGE?:	Yes	4. IS THERE ADEQUATE JUSTIFICATION FOR THE CHANGE; I.E., ADDED SCOPE, CHANGED CONDITIONS, BETTERMENT ETC.:	Yes
5. WAS AGREEMENT REACHED PRIOR TO STARTING ANY WORK ON THIS CHANGE?:	Yes	6. ARE THERE THIRD PARTY FUNDING PARTICIPANTS AND HAVE THEIR APPROVAL(S) BEEN RECEIVED IN WRITING?:	N/A
7. ARE UTILITY AND ROW AGREEMENTS IN PLACE?:	N/A	8. WAS THE CONTRACTOR INFORMED OF SUBSURFACE CONDITIONS?:	N/A
9. IF THE CHANGE MODIFIES A CONTRACTUAL MILESTONE, IS A SCHEDULE ANALYSIS INCLUDED?:	N/A	10. DID TIME ALLOW GOING OUT TO BID FROM ANOTHER CONTRACTOR?:	N/A
11. IS THE CHANGE DESIGN COMPLETE?:	N/A	12. HAS A LEGAL REVIEW BEEN PERFORMED?:	Yes
13. WERE PROJECT CONTINGENCY REQUIREMENTS OBSERVED?:	Yes	14. ARE ALL ASPECTS OF THIS CHANGE INCLUDING TIME AND PRICE AGREED UPON	Yes



WITHOUT RESERVATION
BY THE PARTIES IN:

15. WERE QUOTES FROM OTHER POTENTIAL CONTRACTORS RECEIVED? IF YES, ATTACH.:		N/A
17. ARE LABOR, MATERIAL, AND EQUIPMENT PRICES SUFFICIENTLY DETAILED AND ARE MARKUPS PER THE CONTRACT PROVISIO:	Yes	N/A
16. IS THIS CHANGE CONSISTENT WITH THE ENVIRONMENTAL DOCUMENT AND /OR ENVIRONMENTAL PERMITS?:		
18. IS THE CHANGE ALLOWABLE AND APPLICABLE AND QUALIFY FOR FEDERAL PARTICIPATION?:		

CHECKLIST NOTES, IF APPLICABLE:

CHANGE ORDER APPROVAL

CHANGE ORDER LEGAL STATEMENT: The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

REQUIRED SIGNATURES:
Project Manager \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal):
DocuSigned by:
 By: Mike Bell
7DE33A15BA44F8
 Date: 2/15/2024

Signature (Procurement):
 By: _____
 Date: _____

Signature (Project Manager):
 By: _____
 Name: _____
 Date: _____

Signature (Director):
 By: _____
 Name: _____
 Date: _____

Signature (Chief Service Development Officer):
 By: _____
 David Hancock, Chief Service Development Officer
 Date: _____

Signature (Executive Director):



PCO #002

By: _____
Jay Fox, Executive Director

Date: _____

POTENTIAL CHANGE ORDER TITLE: CO-002 - UTA Battery Electric Bus Charging Infrastructure

CHANGE REASON: Configuration Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CO-002 - UTA Battery Electric Bus Charging Infrastructure

This change order is to add battery electric bus chargers and pantographs at 3900 South and Wasatch Blvd and Central Pointe. These additional chargers support UTA's battery electric buses and provide flexibility on where those buses can be used. UTA will provide the equipment through the existing Gilling contract. CVE will provide all the infrastructure and installation of the UTA-provided equipment. CVE's contract allowed for optional sites to be added at the discretion of UTA and as negotiated with the contractor. An independent cost estimate (ICE) was prepared by the designers and confirms that the pricing from the contractor is fair and reasonable. This change order will also require a time extension to the end of August 2025. It will take approximately a year to obtain the switchgear for the Central Pointe charger.

ATTACHMENTS:

[CO Wasatch and 3900 So Updated Pricing .pdf](#), [_CO Central Point Updated Pricing .pdf](#), [_ICE.pdf](#)

#	Budget Code	Description	Amount
1	40-6236.68912.00000 VW Battery Buses	Wasatch and 3900 South - UTA Battery Electric Bus Charging Infrastructure	\$298,338.03
2	40-6236.68912.00000 VW Battery Buses	Central Point - UTA Battery Electric Bus Charging Infrastructure	\$473,843.62
Grand Total:			\$772,181.65

CVE Technologies Group, Inc.

DocuSigned by:

Cam Prisk

2/16/2024

SIGNATURE

DATE

SIGNATURE

DATE



Signal & Utility Division
 1338 S. Gustin Rd.
 Salt Lake City UT 84104
 (801) 908-6666

Change Order

Date: 2/12/2024

To: UTA

Attn: David Osborn

Project: UTA Battery Electric Bus Charging Infrastructure

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Central Point

Description	Unit	Qty	Unit Price	Total
262413 – Switchboards, 2627413-electricity metering & 264313-surge protection for low-voltage electrical power circuits	ea	1.00	\$176,078.93	\$ 176,078.93
Power cabinet custom vault	ea	1.00	\$ 26,530.06	\$ 26,530.06
Pantograph foundation	ea	1.00	\$ 39,370.52	\$ 39,370.52
All power underground raceways and cabling	ea	1.00	\$ 19,548.33	\$ 19,548.33
RMP transformer vault, switchboard pad	ea	1.00	\$ 25,059.00	\$ 25,059.00
Installation of BEB equipment and commissioning	ea	1.00	\$ 7,531.95	\$ 7,531.95
All raceways and cabling for BEB communications	ea	1.00	\$ 17,218.30	\$ 17,218.30
260573-Overcurrent Protective Device Study and labels	ea	1.00	\$ 5,261.89	\$ 5,261.89
26 – Remaining electrical scope not defined above	ea	1.00	\$ 2,526.76	\$ 2,526.76
Excavation, backfill, hauling for Pantograph foundation and power cabinet vault	ea	1.00	\$ 18,330.33	\$ 18,330.33
Trenching, backfill, hauling for electrical feeders	ea	1.00	\$ 5,676.47	\$ 5,676.47
Repair of curbing	ea	1.00	\$ 10,564.40	\$ 10,564.40
Repair of concrete paving, joint sealant and landscape	ea	1.00	\$ 43,041.90	\$ 43,041.90
Traffic and Pedestrian Control	ea	1.00	\$ 3,850.00	\$ 3,850.00
Construction Survey, potholing of utilities and layout	ea	1.00	\$ 4,854.54	\$ 4,854.54
General Conditions and Mob	ea	1.00	\$ 20,025.24	\$ 20,025.24
Bonding	ea	1.00	\$ 1,900.00	\$ 1,900.00
Profit and Overhead	ea	1.00	\$ 46,475.00	\$ 46,475.00
			Total	\$ 473,843.62

Clarifications are on the following page.

Clarifications

- Have included switch gear in this pricing and anticipate a 50-week lead time. We have considered completing the site work and coming back to installing the switchgear / meter when it arrives.
- We have priced this to utilize UTA’s provided GC Circuit Conductors. The approximate length of the conductors used is expected to be 720 feet.
- We have included time for ABB inspection and commissioning.
- We have \$87,418.00 dollars allocated as DBE spend.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.

THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

<p>Cache Valley Electric By: Cam Prisk</p>	<p>The undersigned hereby accepts this proposal including all terms and conditions thereof: Accepted by:</p>
<p>Date: February 12, 2024</p>	<p>Company Name:</p>
<p>If this bid is accepted, please sign and return.</p>	<p>Title:</p>
	<p>Date:</p>



Signal & Utility Division
1338 S. Gustin Rd.
Salt Lake City UT 84104
(801) 908-6666

Change Order

Date: 2/12/2024

To: UTA

Attn: David Osborn

Project: UTA Battery Electric Bus Charging Infrastructure

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Wasatch and 3900 South

Description	Unit	Qty	Unit Price	Total
262413 – Switchboards, 2627413-electricity metering & 264313-surge protection for low-voltage electrical power circuits	ea	1.00	\$ 41,740.01	\$ 41,740.01
Power cabinet custom vault	ea	1.00	\$ 20,116.51	\$ 20,116.51
Pantograph foundation	ea	1.00	\$ 37,720.52	\$ 37,720.52
All power underground raceways and cabling	ea	1.00	\$ 21,467.98	\$ 21,467.98
RMP transformer vault, switchboard pad	ea	1.00	\$ 16,664.00	\$ 16,664.00
Installation of BEB equipment and commissioning	ea	1.00	\$ 7,531.95	\$ 7,531.95
All raceways and cabling for BEB communications	ea	1.00	\$ 13,053.46	\$ 13,053.46
260573-Overcurrent Protective Device Study and labels	ea	1.00	\$ 5,261.89	\$ 5,261.89
26 – Remaining electrical scope not defined above	ea	1.00	\$ 2,526.76	\$ 2,526.76
Excavation, backfill, hauling for Pantograph foundation and power cabinet vault	ea	1.00	\$ 18,330.33	\$ 18,330.33
Trenching, backfill, hauling for electrical feeders	ea	1.00	\$ 3,044.12	\$ 3,044.12
Repair of curbing	ea	1.00	\$ 9,432.33	\$ 9,432.33
Repair of concrete paving, joint sealant and landscape	ea	1.00	\$ 35,480.81	\$ 35,480.81
Traffic and Pedestrian Control	ea	1.00	\$ 6,050.00	\$ 6,050.00
Construction Survey, potholing of utilities and layout	ea	1.00	\$ 9,063.62	\$ 9,063.62
General Conditions and Mob	ea	1.00	\$ 20,025.24	\$ 20,025.24
Bonding	ea	1.00	\$ 1,200.00	\$ 1,200.00
Profit and Overhead	ea	1.00	\$ 29,628.50	\$ 29,628.50
			Total:	\$ 298,338.03

Clarifications are on the following page.

- Have included installing RMP provided switch gear for this location.
- We have priced this to utilize UTA's provided GC Circuit Conductors. The approximate length of the conductors used is expected to be 700 feet.
- We have included time for ABB inspection and commissioning.
- We have \$66,760.00 dollars allocated as DBE spend.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.

THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

Cache Valley Electric	The undersigned hereby accepts this proposal including all terms and conditions thereof:
By: Cam Prisk	Accepted by:
Date: February 12, 2024	Company Name:
If this bid is accepted, please sign and return.	Title:
	Date:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-010 - Grade Crossing Other Track Materials Procurement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute Task Order No. 24-010, and associated disbursements, on the task ordering contact with Stacy and Witbeck in the amount of \$636,274.00 to procure other track material for planned 2024 SGR work.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years. A one-year extension was approved in 2023 in preparation for re-procurement in 2024.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
 - Automobile cross-traffic ride quality
 - Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-010 with Stacy Witbeck, Inc. to complete the procurement of necessary track material for use in SGR crossing replacement in the amount of \$636,274.00. The scope of this request includes procurements of the required track materials (boot, steel ties, Magnum panels, 115# premium rail, and rebar) required to construct the embedded grade crossings located throughout the TRAX system, as well as panelized crossings on FrontRunner

The Task Orders have been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-24-010
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	January 1, 2024 through December 31, 2024
Existing Contract Value:	\$35,424,797
Amendment Amount:	\$636,274
New/Total Contract Value:	\$36,061,071
Procurement Method:	RFP best value modification
Budget Authority:	2024 Capital Budget, 2024-2028 Capital Plan

ALTERNATIVES:

Without these materials we would not be able to complete required grade crossings as part of the State of Good Repair program. Without replacement of worn track components, we face possible components fatigue which may result in derailment and service interruptions to the system.

FISCAL IMPACT:

The Budget for this task order is included in the 2024-2028 Approved Capital Plan.

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO24-010 - 2024 Grade Crossing OTM Procurement

Status	Open	Assignees	Jacob Wouden
Created Date	Feb 15, 2024	Issued Date	Feb 15, 2024
		Location	24-010 2024 Grade Crossing OTM Procurement

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7393.63000.1002
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order [24-602 - 2024 Grade Crossing OTM Procurement - Scope Letter and Price Proposal\[27\].pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
---	----------	---	----------

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$636,274.00	Independent Cost Estimate (ICE) link, if applicable	TO24-010 OTM ICE .pdf
--	--------------	--	---------------------------------------

This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.	No	This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.	Yes
---	----	--	-----

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of TBD

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation
Project Manager \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)
By: Mike Bell
DocuSigned by:
70E33A415BA44F6...

PM Approval
The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)
By: Jacob Wouden
DocuSigned by:
A727663270C540B
Name: Jacob Wouden
Date: 2/16/2024

Director Approval
I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)
By: Jared Scarbrough
DocuSigned by:
91ABD751A0BD48E...
Name: Jared Scarbrough
Date: 2/20/2024

Signature (Procurement)
By: _____
Date: _____

Signature (Chief Service Development Officer)
By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)
By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)
By: Collin Christensen
DocuSigned by:
ACA34B82608B4E2
Date: 2/16/2024

Stacy and Witbeck

January 23, 2024

On Call Services

Mr. Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 24-602 - 2024 Grade Crossing OTM Procurement

Dear Jake:

We are pleased to provide the attached cost estimate to procure the required track materials (boot, steel ties, Magnum panels, 115# premium rail, and rebar) required to construct the embedded grade crossings located at the following locations throughout the TRAX system, as well as panelized crossings on FrontRunner. These materials are for crossings UTA has designated to be constructed in the 2024 construction season.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit cost for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$18,967.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,141.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 4000 – Embedded OTM Procurement – 1 LS – Total of \$162,499.00 – This bid item includes the cost to purchase and unload all necessary rail boot and epoxy coated steel ties required for all crossings UTA has designated to rehab in 2024

Bid Item 4100 – Rebar Procurement – 1 LS – Total of \$84,210.00 – This bid item includes the cost to purchase, deliver, and unload the required epoxy coated rebar for all crossings UTA has designated to rehab in 2024.

Bid Item 4200 – Buy Magnum Panels – 1 LS – Total of \$119,073.00 – This bid item includes the cost to purchase and unload Magnum panels for the FrontRunner crossings UTA has designated to rehab in 2024.

Bid Item 4300 – Buy 115# Premium Rail – 100 TON – Total of \$202,100.00 – This bid item includes the cost to purchase and unload 100 TON of premium, head hardened 115# rail to be used on the crossing UTA has designated to rehab in 2024. Rail will be delivered via rail car to Warm Springs yard. UTA to help facilitate rail car movements from Warm Springs and ultimately into Beck St yard where Stacy Witbeck crews will unload and store the rail.

Bid Item 10000 – Mobilization – 1 LS – Total of \$1,893.00 – This bid item includes project cleanup, site sanitary services, and job dumpsters.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$44,391.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$636,274.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

01/23/2024 7:45
 24-602 2024 Grade Crossing OTM Procurement
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	18,967.00	18,967.00
2000	Safety Program & Administration	1.000	LS	3,141.00	3,141.00
4000	Embedded OTM Procurement	1.000	LS	162,499.00	162,499.00
4100	Rebar Procurement	1.000	LS	84,210.00	84,210.00
4200	Buy Magnum Panels	1.000	LS	119,073.00	119,073.00
4300	Buy 115# Premium Rail	100.000	TON	2,021.00	202,100.00
10000	Mobilization	1.000	LS	1,893.00	1,893.00

Subtotal \$591,883.00

100000	Fee (7.5%)	1.000	LS	44,391.00	44,391.00
--------	------------	-------	----	-----------	-----------

Bid Total =====> \$636,274.00



FM 64466

Date: December 29, 2023
 Customer: **Stacy and Witbeck**
 Contact: Collin Christensen
 Mobile: 801 420-1708
 Email: cchristensen@stacywitbeck.com

Quotation: E23-1722h

Project: UTA Additional Ties and Boot

QTY	UOM	DESCRIPTION	PRICE PER UNIT OF MEASURE	TOTAL PRICE
Embedded Track Materials				
5,500	LF	115# Railboot for Pipe Option. (Includes: Head Tape and Tacky Joint Tape).	\$10.48	\$57,640.00
8	EA	Railboot Reel Deposit and Surcharge. (\$450 deposit refundable upon return to Polycorp boot plant and reels in good reusable condition. Return freight is not included).	\$500.00	\$4,000.00
270	EA	115# Steel C-channel Tie. Canted, Epoxy Coated with 3M 6233P Fusion Bonded Epoxy (FBE). (Includes: 1" x 13" OAL Leveling screws, base plates, and all hardware shipped loose).	\$241.29	\$65,148.30
15	Roll	Extra Epflex Tacky Joint Tape. Supplied in 12" x 50' rolls.	\$206.20	\$3,093.00
1	Each	** Freight Estimate to Salt Lake City, UT.	\$9,150.00	\$9,150.00
Total for Embedded Track Materials (Does not include reel deposits).				\$135,031.30

Assumptions:

- ** Due to global events, fuel, and other uncertainties, freight rates and truck availability cannot be determined at time of this quote. **The freight rate provided is only an estimate and will be finalized at time of shipment.**
- Material to be delivered to job site all at once or based on economical full loads.
- Pricing is in US Dollars.
- Buy America Compliant.
- Prices are based on receiving entire order, as quoted above. A re-quote will be required if not purchased in its entirety. Purchase Order volumes can change by 5% without effecting piece price quoted above. Subsequent orders for additional material will require a re-quote
- New suppliers and / or unfamiliar Parts and/or Customers (that Polycorp hasn't seen before), may take longer than quoted lead-time below, due to unfamiliarity.
- All ties quoted with 1" x 13" OAL leveling screws, unless otherwise stated. Shipped at once or as mutually agreed upon.
- Quoted values above are as per customer RFQ quantity. Polycorp does not provide formal project take-offs and is not responsible for interpreting drawings.
- Each option must be ordered in full or may require a requote.
- Initial delivery approximately 5-8 weeks from receipt of fully executed Purchase Order and approved Submittals and subject to production capacity at time of order.
- Delivery Schedule to be confirmed and agreed to by both parties.
- No Bonding to be supplied.
- Polycorp is not responsible for improper handling and storage. material installation is recommended within 6 weeks of delivery.

Credit terms: Net 30 days. Quote tendered in its entirety, partial shipments to be negotiated. Freight is FOB our plant and a cost estimate has been provided. (Fuel charges may vary.) **This quotation is valid for 2 weeks from date of quotation. Volumes can change by 5% without effecting prices quoted, excludes quoted Freight Estimate.**

If you have any questions or concerns, please contact the writer at 1-800-265-2710 ext. 242
 We trust our quotation will be favorably received.

John Hale
 Estimator - Rail Division

cc: Adam Thornton
 519 835-0125

~ Please take a moment to review our recently updated website ~
www.poly-corp.com

P O L Y C O R P L T D .

33 York Street, Elora, Ontario, Canada N0B 1S0 Toll Free: 1-800-265-2710 Tel: (519) 846-2075 Fax: (519) 846-2372

Polycorp Ltd. will not be held liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

DG & S Construction**P.O. Box 730 West Jordan, UT 84084****(801) 280-3680 Fax (801) 280-8370****Email: danielbarela1@comcast.com****(DBE Contractor)****Bid Date: 12/21/2023****Contact: Dan Barela****To: Stacy and Witbeck**
Project: 2024 UTA Crossing**Fax:**
Project #:

Furnish & Install Reinforcing Steel Only				FOB Jobsite		Taxes Included
Bid Item	Description		Est Qty	Unit Price		
	Track Work 2024 Epoxy Rebar UTA Track Crossing Approximately 2,460' Per Email 12/18/2023					
	Reinforcing Steel Material		LB	51,390	1.34	68,862.60
	Installation of reinforcing steel		LB	51,390	1.25	64,237.50
	Delivery per Location		EA			350.00
	Addendums #					

Wage Rate Union Ironworker, Reinforcing

- ❖ **BID DOES NOT INCLUDE:** Pre-stressed Reinforcing, Special Grades, Welding Rebar to Piling, Welded Wire Fabric, Special End Preps (Threading, Sawing, etc.), Smooth Round Bar, No Drilling or Epoxying of Rebar, Mechanical Splices & Couplers, Labor or Accessories for Post Tensioning. Electrical Ductbank Reinforcing, Masonry Reinforcing, Dowel Baskets.
- ❖ Price for a Payment & Performance Bond & costs associated with obtaining a bond. (Rate 2.8%)
- 1. General Contractor to provide adequate and necessary hoisting, dowel protection, sanitation facilities, necessary templates, scaffolding and safety handrail. General Contractor must ensure that trucks are unloaded within 50 feet of final placement.
- 2. The unit prices provided herein are based on the estimated quantities provided to bidder for the sole purpose of submitting this proposal. In the event the actual shipped quantities increase from the estimate, any material provided beyond the estimated quantities will be charged at a unit rate reflecting current market pricing. In the event quantities decrease for any reason whatsoever from estimated quantities, bidder shall be compensated for all costs associated with reduction in quantities.
- 3. The pricing of this proposal is based on a delivery start date of no later than **1/02/2024**. If the start of project is delayed, all material be subject to any increased costs incurred prior to the actual start date. Any material provided after **12/31/2024** will be subject to all additive supplier and producer price increases imposed from the date of this bid.
- 4. All material shipped to jobsite to be billed at unit rates quoted, including standees and support bar. General Contractor to carry a min. of 4%-5% for standees, support, & splices.
- 5. Our bid is based on our safety program which matches Utah OSHA Regulations. If your company safety program requires anything above those regulations, any costs related to those higher standards shall be at your expense.
- 6. Any insurance required by the Contractor over what DG & S carries shall be at the Contractor's expense
- 7. Subcontractor (DG & S) shall be given adequate time to complete work on project. Contractor must give a minimum of two days (48 Hours) of lead time to provide manpower to the various stages of construction.
- 8. Our bid is based on a forty-hour work week (General Contractor work week). Anything over eight hours per day forty hours per week is overtime. Regular work shifts 7:00 AM to 3:30 PM.
- 9. Contractor needs to furnish a construction schedule before DG & S commences work on project.
- 10. Partial payments to subcontractor must be made at the same percentage as payment to Contractor by Owner. All progress payments not made to subcontractor within 20 calendar days after Contractor receive such payments from Owner are subject to a Finance Charge. The Finance Charge is computed by a "Periodic Rate", of 1 1/2% per month (18% annually). Should legal action be necessary for collection, Contractor must pay all legal fees including attorney fees.
- 11. The Subcontractor's retention will be reduced proportionally as the Contractors retention is reduced by the Owner.
- 12. DG & S Contractor's License #: 251634-5501 General liability carried by DG & S: General Aggregate \$2,000,000



MAGNUM

575 W 220 SOUTH
 Pleasant Grove, UT 84062
(801) 785-9700

QUOTE

DATE	QUOTE #
1/17/2024	2012040

Stacy and Witbeck, Inc
 1958 W N Temple
 Salt Lake City, UT 84116

SHIP TO
 Stacy and Witbeck, Inc.
 100 N and FrontRunner Tracks
 American Fork, UT
 Cort Beesley 801-953-9760

P.O. No.	Fax #	PROJECT	REP	TERMS
			JASON	Net 30

DESCRIPTION	QTY	U/M	PRICE EACH	TOTAL
10' CONCRETE GRADE CROSSING SET FOR 10' CONCRETE TIE AND 115# RE RAIL WITH PREATTACHED NON-CONDUCTIVE FLANGE FILLER. ONE SET IS 1 GAGE AND 2 FIELD PANELS WITH 5 SETS OF ABRASION PADS	13		2,799.75	36,396.75T
LIFTING SLING	1	ea	175.00	175.00T
FREIGHT-OUT	3		400.00	1,200.00

	Subtotal	\$37,771.75
	Sales Tax (7.25%)	\$2,651.45
	Total	\$40,423.20



MAGNUM

575 W 220 SOUTH
Pleasant Grove, UT 84062
(801) 785-9700

QUOTE

DATE	QUOTE #
1/17/2024	2012041

Stacy and Witbeck, Inc
1958 W N Temple
Salt Lake City, UT 84116

SHIP TO
Stacy and Witbeck, Inc.
5600 South and FrontRunner Tracks
Salt Lake City, UT
Cort Beesley 801-953-9760

P.O. No.	Fax #	PROJECT	REP	TERMS
			JASON	Net 30

DESCRIPTION	QTY	U/M	PRICE EACH	TOTAL
10' CONCRETE GRADE CROSSING SET FOR 10' CONCRETE TIE AND 115# RE RAIL WITH PREATTACHED NON-CONDUCTIVE FLANGE FILLER. ONE SET IS 1 GAGE AND 2 FIELD PANELS WITH 5 SETS OF ABRASION PADS	7		2,799.75	19,598.25T
LIFTING SLING	1	ea	175.00	175.00T
FREIGHT-OUT	2		500.00	1,000.00

Subtotal	\$20,773.25
Sales Tax (7.25%)	\$1,433.56
Total	\$22,206.81



MAGNUM

575 W 220 SOUTH
Pleasant Grove, UT 84062
(801) 785-9700

QUOTE

DATE	QUOTE #
1/17/2024	2012042

Stacy and Witbeck, Inc
1958 W N Temple
Salt Lake City, UT 84116

SHIP TO
Stacy and Witbeck, Inc.
Main Street and FrontRunner Tracks
North Salt Lake, UT
Cort Beesley 801-953-9760

P.O. No.	Fax #	PROJECT	REP	TERMS
			JASON	Net 30

DESCRIPTION	QTY	U/M	PRICE EACH	TOTAL
10' CONCRETE GRADE CROSSING SET FOR 10' CONCRETE TIE AND 115# RE RAIL WITH PREATTACHED NON-CONDUCTIVE FLANGE FILLER. ONE SET IS 1 GAGE AND 2 FIELD PANELS WITH 5 SETS OF ABRASION PADS	14		2,799.75	39,196.50T
LIFTING SLING	1	ea	175.00	175.00T
FREIGHT-OUT	3		500.00	1,500.00

Subtotal	\$40,871.50
Sales Tax (7.25%)	\$2,854.43
Total	\$43,725.93

Quote #: **VDIB0EGZES-1**



Mailing Address:

L. B. Foster Company
 18609 East Lindsey Lane
 Spokane Valley, WA 99016

Phone: (509) 979-6891
Fax: (509) 927-0299
Date: 01/19/2024

To: Stacy and Witbeck, Inc.

1958 W North Temple
 Salt Lake City, UT 84116

Attention: Collin Christensen
Phone: (801) 420-1708
Fax: (801) 287-3691

We are pleased to quote as follows:

	<u>Qty.</u>	<u>Description</u>	<u>Price / UOM</u>	<u>Extended Price</u>
1.	100.00	NT New domestic 115# Rail; Head Hardened; Blank Ends; Supplied as Stick Rail in 80' Mill lengths with 10% shorts	\$1,750.0000/ NT	\$175,000.00

Alternate Items

1.	100.00	NT New domestic 115# Rail; Standard Strength; Blank Ends; Supplied as Stick Rail in 80' Mill lengths with 10% shorts	\$1,695.0000/ NT	\$169,500.00
----	--------	--	------------------	--------------

Incoterms: Rail - Shipping Point - Full Freight Allowed via Railcar to Salt Lake City, UT (UP)
Terms: Net 30 days subject to Corporate Credit approval.
Shipment: Rail - Shipment 6 - 8 weeks A.R.O. Quoted from Stock, subject to prior sale. Subject to Yard conditions at the time of order. Subject to Railcar availability at the time of order. Subject to any delays beyond our control
Notes: Rail - Pricing is valid with a PO placed by 1/26/2024 and shipment per the quoted lead time
 Prices quoted do not include sales tax.
 Any change in quantity may result in a change in price.
 Any change in delivery time, location or requirements may result in a change in price
 Unloading is for the account of the Customer.
 Material quoted is subject to base metal changes, base freight rate changes, rubber, scrap and fuel surcharges in effect at time of order placement and shipment.
 Please reconfirm prices prior to placing an order.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____
 Mark Hammons
 Regional Sales Mgr Rail
 mhammons@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____(Customer Name)

_____ (Signed)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 3/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- S-Line Extension Pre-construction and Construction
- On-Call Transit Systems Professional Services, Construction, Maintenance, and Repair
- Rideshare and Vanpool Preventive Maintenance
- Facilities Remodel/Reconfiguration General Contractor

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- **S-Line Extension Pre-construction and Construction.** This is a procurement to contract with a construction firm to provide progressive design-build services for the S-Line Extension from the current end of line at Fairmont Station up to a proposed new station at Highland Drive in Salt Lake City. The project also includes adding double-tracking to the existing alignment from just east of 500 East to just west of 700 East to allow for additional passing area for the trains to maintain the current 15-minute headway. The contract will include a Phase 1 Pre-construction phase to advance the design in order to

negotiate a bid cost to complete the construction of the project. Phase 2 will be for Construction, once a cost is agreed to. The contract will include survey, design, drainage, utilities, trackwork, switches, overhead catenary system (OCS), a new platform, landscape, irrigation, and other appurtenances to complete the project. Funding for this project is included in the Capital Development budget under code MSP259. The term of this contract will be for 18 months, and this contract will be procured as an RFP. (Req. 13296, Marcus Bennett)

- **On-Call Transit Systems Professional Services, Construction, Maintenance, and Repair.** This is a procurement to contract with a firm to provide Transit Systems professional services such as design, construction, maintenance, and repair work on UTA's transit system that is beyond the ability of UTA personnel to perform. The systems work performed under this contract are defined as all systems related to train control, communications and fiber installation or splicing, overhead catenary systems, and traction power systems. The work will be on an on-call basis during the term of the contract, but the volume of work is large enough to require three (3) full-time contractor personnel to manage the work. Funding for this contract is included in the State of Good Repair and Capital Development budgets. The term of this contract will be for 3 years, plus two 1-year options for extension. This procurement will be conducted as an RFP. (req. 24-03814VW, Dean Hansen)
- **Rideshare and Vanpool Preventive Maintenance.** This is a procurement to establish pricing and contracts with several oil & lube shops across Utah for the preventive maintenance of UTA's approximately 525 Rideshare and Vanpool vehicles. Services provided will include oil changes, filter changes, and minor consumables such as windshield wipers. The term for this contract will be for 5 years. Funding for this contract is included in the Rideshare Operating Expense budget, and the procurement will be conducted as an RFP. (req. Laserfiche, Mike Goldman).
- **Facilities Remodel/Reconfiguration General Contractor.** The facility development department is seeking a contracting firm to perform on-call general contracting needs inside of UTA facilities. This engagement would replace the current practice of bidding out individual jobs, which will greatly increase the speed and efficiency of performing necessary contractor work. Hourly rates will be pre-established in a rate matrix and will identify the hourly rate for the type of work being done for each task. Funding for this contract is included in the Capital Development budget under code FMA679, or various department budgets depending on the scope of work. This procurement will be conducted as an RFQu, where award will be given to the most qualified firm. The term of this contract will be for 3 years, plus two 1-year options for extension. (req. 23-03808, Sean Murphy)

ATTACHMENTS:

None