Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 13, 2022 **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**	Alisha Garrett
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of June 22, 2022, Board Meeting Minutes	
	b. 2021 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report	
6.	**Reports**	
	a. Executive Director's Report - UTA Services to Events	Jay Fox
	b. Financial Report - May, 2022	Brad Armstrong Daniel Hofer
7.	**Resolutions**	
	a. R2022-07-01 - Resolution Adopting Revised Ordinances Governing Authority Services and Property	Nichol Bourdeaux Tim Merrill Megan Waters
	b. R2022-07-02 - Resolution Authorizing Execution of Amendment 1 to Addendum 3, and Addendum 6 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-2023 Frequent Transit Network Routes	Nichol Bourdeaux Lorin Simpson Eric Callison

c.	R2022-07-03 - Resolution Authorizing an Amended and Restated Agreement with the Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit	Hal Johnson

8. Contracts, Disbursements and Grants

a.	Contract: Bus Stop Improvements for Salt Lake County 2022 (Landmark Companies)	Jared Scarbrough Brandon Heath
b.	Change Order: SD100/SD160/S70 LRV Seating Replacement Contract Modification 1 (United Safety and Survivability Corporation)	Jared Scarbrough Kyle Stockley
c.	Change Order: Microtransit Master Service Agreement Service Order No. 3 - UTA On Demand Southern Davis County (River North Transit LLC "Via")	Jaron Robertson
d.	Pre-Procurements - Fuel Card Program - TechLink Corridor Study	Todd Mills

9. Service and Fare Approvals

a.	Fare Agreement: Education Pass (Salt Lake School District and Salt Lake Education Foundation)	Monica Morton Kensey Kunkel
b.	Fare Agreement: Funding for Salt Lake School District Passes (Salt Lake City Corporation)	Monica Morton Kensey Kunkel
c.	Fare Agreement: Education Pass (Charter School Consortium)	Kensey Kunkel
d.	Fare Agreement: Education Pass (Mountainland Technical College)	Kensey Kunkel
e.	Fare Agreement: Education Pass (Salt Lake Community College)	Kensey Kunkel
f.	Fare Agreement: Education Pass (University of Utah)	Kensey Kunkel
g.	Fare Agreement: Education Pass (Weber State University)	Kensey Kunkel
h.	Fare Agreement: Trip Based Education Pass - Modification No. 2 (Westminster College)	Kensey Kunkel

10. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, July 27th, 2022 at 9:00 a.m.

11. Adjourn Chair Carlton Christensen

Meeting Information:

- 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.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote 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.
- 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, July 12th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- 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.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

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

TITLE:

Approval of June 22, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the June 22, 2022, 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 June 22, 2022 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/pmn/sitemap/notice/764095.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2022-06-22_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 22, 2022 **9:00 AM** **FrontLines Headquarters**

Present:	Chair Carlton Christensen
	Trustee Jeff Acerson
Excused:	Trustee Beth Holbrook

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 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Jay Fox, UTA Executive Director, provided a brief safety message.

4. Public Comment

No in person public comment was given. Online public comment was distributed to the board for review in advance of the meeting and is attached as Appendix A to these minutes.

5. Consent

a. Approval of June 08, 2022, Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- **UTA Tribute: Light Rail Local Roadeo**
- **UTA Tribute: Government Finance Officers Association (GFOA) Award**
- **UTA Tribute: Rail Apprenticeship Program Content Experts**

UTA Tribute: Light Rail Local Roadeo

Mr. Fox was joined by Cherryl Beveridge, UTA Acting Chief Operating Officer; Andres Colman, UTA Acting Light Rail General Manager; and Bryan Sawyer, UTA Director of Fleet Engineering. Mr. Sawyer spoke about the agency's history participating in the light rail roadeo. Mr. Colman described the operator and maintainer roadeo events and recognized the top TRAX operators (Logan Packer, Hector Ledesma, and Tyler Packer) and top maintenance team (Roman Dobre, Jody Fairbourn, and Dustin Christensen).

Discussion ensued. A question on the international roadeo competition was posed by the board and answered by staff.

UTA Tribute: Government Finance Officers Association (GFOA) Award

Mr. Fox was joined by Bill Greene, UTA Chief Financial Officer, and Troy Bingham, UTA Comptroller. Mr. Bingham recognized the accounting team for receiving the GFOA award for work related to the annual comprehensive financial report.

UTA Tribute: Rail Apprenticeship Program Content Experts

Mr. Fox was joined by Kim Shanklin, UTA Chief People Officer, and Stacy Palacios, UTA Manager - Training & Development. Ms. Palacios highlighted progress in developing the curriculum for the rail apprenticeship program. She expressed appreciation for the in-house FrontRunner, light rail, and maintenance of way program content experts who made significant contributions to the curriculum.

b. Pension Committee Report

Jeff Acerson, UTA Trustee, was joined by Ms. Shanklin. Trustee Acerson reported the recent downturn in the market has affected the UTA pension fund, but prudent management has minimized the impact. He said UTA's fund manager recommended changing the fund's strategic asset allocation in part by incorporating investments in private equities. The account manager is preparing a comparison of maintaining the status quo and further diversifying the portfolio.

Discussion ensued. Chair Christensen indicated he was supportive of investing in private equities.

c. Financial Report - April, 2022

Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, was joined by Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the operating financial dashboard, sales tax revenue, sales tax collections by

county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer reviewed capital budget breakdowns by summary and category. He then spoke about the GPS telematics system project and non-revenue vehicle utilization.

Discussion ensued. Questions on farebox revenue trends, utilities costs, revenue vehicle delivery timelines, and data on non-revenue vehicle utilization were posed by the board and answered by staff.

7. Resolutions

a. R2022-06-02 - Resolution Approving the First Amendment to the Authority's 2022 Capital Budget

Mr. Greene was joined by Mr. Hofer. Mr. Hofer summarized the resolution, which adds three projects - bus stop improvements in Utah County, station area planning, and fiber rehabilitation and replacement - to the 2022 capital budget and restores the capital contingency to $5 million.

Discussion ensued. A question on the fiber project lifespan was posed by the board and answered by Mr. Hofer.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

b. R2022-06-03 - Resolution Approving the First Amendment of the Authority's 2022-2026 Capital Plan

Mr. Greene was joined by Mr. Hofer. Mr. Greene described the resolution, which amends the agency's 2022-2026 Capital Plan by adding three projects - bus stop improvements in Utah County, station area planning, and fiber rehabilitation and replacement.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

c. R2022-06-04 - Resolution Authorizing Execution of Amendment Number 3 to an Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street

David Osborn, UTA Project Manager III, outlined the resolution, which extends the construction deadline for the TRAX Station at 650 South Main Street to September 2022.

Discussion ensued. Questions on the revenue service timeline at the station and construction deadline were posed by the board and answered by Mr. Osborn.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

8. Contracts, Disbursements and Grants

a. Contract: Bombardier Truck Overhaul - Parts Procurement (Gray Manufacturing and Alstom)

Jared Scarbrough, UTA Acting Director of Capital Construction, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Stockley requested the board approve a $2,129,321.64 contract with Gray Manufacturing and Alstom for parts required for the Bombardier vehicle truck overhaul. The total contract value will be divided between the vendors with $1,362,939.92 allocated to Gray Manufacturing and $766,381.72 allocated to Alstom.

Discussion ensued. Questions on the scope of work were posed by the board and answered by Mr. Stockley.

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

b. Contract: Passenger Minivans for Vanpool (Tony Divino Toyota)

Mr. Scarbrough was joined by Mr. Stockley. Mr. Stockley requested the board approve a contract with Tony Divino Toyota for the purchase of 39 vanpool vehicles and related disbursements. Mr. Stockley noted the contract total in the packet is incorrect and indicated the correct contract total is $1,340,742.

Discussion ensued. A question on the van type was posed by the board and answered by Mr. Stockley.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this contract be approved as amended to reflect a total contract value of $1,340,742. The motion carried by a unanimous vote.

c. Contract: FrontRunner Station Gap Filler Material Procurement (SK Polymer Co. Ltd.)

Mr. Scarbrough was joined by Mr. Stockley. Mr. Stockley requested the board approve a $1,062,600 contract with SK Polymer Co. Ltd. for rubber-based gap filler barriers for the FrontRunner station platforms.

Discussion ensued. Trustee Acerson indicated his support for this safety improvement.

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

d. Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health)

Ann Green-Barton, UTA Manager - Total Rewards, requested the board approve a five-year contract in the amount of $9,200,000 with EMI Health for dental insurance services for administrative and bargaining unit employees.

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

e. Contract: Life and Disability Insurance Services- Administrative and Bargaining Unit Employees (Lincoln Financial Group)

Ms. Green-Barton requested the board approve a five-year contract in the amount of $30,000,000 with Lincoln Financial Group for life and disability insurance services for administrative and bargaining unit employees.

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

f. Change Order: FAREPAY Card Program Management Modification #2 (Interactive Communications International, Inc. "InComm")

Jerry Van Wie, UTA Special Project Manager - Fares, requested the board approve an $840,000 change order to the contract with Interactive Communications International, Inc. for program management services related to the FAREPAY card. The change order would extend the contract term by 36 months. The total contract value, including the change order and 7% load fees, is approximately $3,378,699.

Discussion ensued. A question on load fees was posed by the board and answered by Mr. Van Wie.

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

g. Change Order: Computer Aided Dispatch (CAD)/Automatic Vehicle Location (AVL) Transit Management Systems (TMS) Modification #2 - Upgrades and Contract Extension (Talrace)

Alicia Wixom, UTA Enterprise Applications Manager, requested the board approve a $400,000 change order to the contract with Talrace for work required on the CAD/AVL transit management systems. The change order extends the contract to June 31, 2024, and includes work transitioning current applications to cloud services.

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

h. Pre-Procurements

- **Meadowbrook Building 3 Restrooms and First Aid Room Remodeling**
- **Light Rail Vehicle 1122 Accident Repair**
- **Bus Stop Shelters**
- **Janitorial Services**

Todd Mills, UTA Director of Supply Chain, was joined by Ms. Beveridge, Mr. Scarbrough, and G.J. LaBonty, UTA Manager of Customer Experience. Mr. Mills indicated the agency intends to purchase the goods and/or services outlined on the meeting agenda.

Discussion ensued. Questions on the number of stalls included in the restroom facilities remodel, length of time light rail vehicle 1122 has been out of service, reparability of vehicle 1122, and uniformity of bus shelter design were posed by the board and answered by staff. Chair Christensen recommended ensuring restroom remodels will accommodate anticipated growth.

Chair Christensen called for a break at 10:20 a.m.

The meeting reconvened at 10:30 a.m.

9. Service and Fare Approvals

a. Sponsored Fare Agreement: Trip Reduction Program/Free-Fare Days - Amendment One (Division of Air Quality)

Kensey Kunkel, UTA Manager - Business Development & Sales, requested the board approve an amendment that would extend the trip reduction program/free fare days agreement with the Division of Air Quality by one year. The original agreement had a total contract value of $492,000. To date, $260,466 of the contract value has been utilized. Extending the contract by one year would allow for the remaining $231,534 in funds to be utilized.

Discussion ensued. Chair Christensen suggested staff work with the Division of Air Quality to determine whether more free fare days could be implemented.

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

b. Fare Agreement: Hive Pass Purchase and Administration - Amendment 3 (Salt Lake City Corporation)

Ms. Kunkel requested the board approve an amendment to the Hive Pass purchase and administration agreement with Salt Lake City Corporation that would extend the contract by one year. The estimated revenue from the extension is $328,000. The total estimated contract value, including the extension, is $1,350,500.

Discussion ensued. A question on senior citizen Hive Pass price brackets was posed by the board and answered by staff. Mr. Fox committed to reviewing the senior citizen

pricing structure with Salt Lake City.

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

c. Fare Agreement: ECO Trip Rewards Trip Based Agreement Amendment No. 2 (Salt Lake City Corporation)

Ms. Kunkel requested the board approve an amendment to the ECO Trip Rewards trip-based agreement with Salt Lake City Corporation that would extend the contract by one year. The estimated revenue from the extension is $65,000-$75,000. The total estimated contract value, including the extension, is $149,000-$159,000.

Discussion ensued. A question on ECO Trip Rewards discount tiers was posed by the board and answered by Ms. Kunkel.

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

d. Fare Agreement: Medicaid Transportation Contract (Utah Department of Health)

Monica Morton, UTA Fares Director, was joined by Ms. Kunkel. Ms. Kunkel requested the board approve the first two years of a five-year contract with the Utah Department of Health for transportation services to medical appointments for Medicaid recipients. UTA and the Utah Department of Health have been working together to transition passes authorized for distribution through this agreement to an electronic format. The agreement addressed in today's board meeting includes terms for negotiating pricing related to ridership and pass usage. The initial value of the contract is $1,210,000 each year for the first two years of the contract ($2,420,000 total). Beginning January 1, 2024, UTA and the Utah Department of Health will review and renegotiate the contract value for the remaining three years of the agreement based on ridership and pass usage obtained from electronic fare tap data. UTA staff will return to the board for approval of the remaining three years of the agreement once pricing is negotiated.

Discussion ensued. Questions on services accessible through the Medicaid pass were posed by the board and answered by Ms. Morton.

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

10. Discussion Items

a. Benchmark Survey Report

Andrea Packer, UTA Communications Director, was joined by Christina Lau Billings and Mandy Walsh with R&R Partners (Ms. Walsh joined the meeting virtually). Ms. Packer summarized the results of the 2021-2022 UTA Benchmark Survey. She spoke about the overall research objectives, how the survey was conducted, and demographics of participants.

Ms. Walsh outlined the composition of three virtual focus groups that provided more detailed feedback on the community perception of and experience with UTA. She highlighted major themes identified in the survey.

Ms. Packer then reviewed data on key metrics. She addressed impressions of UTA's different modes of service, impacts of the COVID-19 pandemic, and barriers to transit. Ms. Packer described UTA's messaging strategy and related metrics. She concluded by reviewing the agency's current advertising campaign.

Discussion ensued. Questions on the impact of Free Fare February on the survey and using the survey data to inform advertising efforts were posed by the board and answered by staff. Chair Christensen recommended performing targeted surveys of community members who have immediate access to transit (e.g., residents of a planned transit-oriented development), as well as sponsoring traffic reports. Trustee Acerson suggested emphasizing the productivity aspect of transit and including highly visible community leaders in UTA's advertising.

11. Other Business

a. Next Meeting: Wednesday, July 13th, 2022 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, for a closed session. The motion carried by a unanimous vote and the board entered closed session at 11:19 a.m.

13. Open Session

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:51 a.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:51 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, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/764095.html> for entire content.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

Online Public Comment

From George Chapman:

SLC HIVE program inequality, disrespectful to seniors UTA Bd June 22 comments

Seniors are essentially screwed when it comes to the SLC HIVE pass since the normal cost for seniors is almost the same as the SLC HIVE pass monthly cost. To be fair, SLC seniors should get a similar reduction in their monthly passes. That should result in a $20 a month pass. Otherwise SLC and UTA is essentially treating seniors disrespectfully and as second class citizens. If everyone but seniors get a 50% discount on passes, why are seniors treated so poorly?

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene
PRESENTER(S):	Troy Bingham

TITLE:

2021 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report

AGENDA ITEM TYPE:
Audit - Approval

RECOMMENDATION:
Approve the 2021 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report

BACKGROUND:
Provisions within the Public Transit District Act, 17B-2a-808.1(2)(p), UTA's By-Laws, Article VII, Section 6, and the Board of Trustee Policy 2.1, Financial Management, all require the use of a qualified independent auditing firm to conduct an annual financial audit and to present the results of their annual audit to the UTA's Audit Committee and the Board of Trustees. Crowe LLP was selected to conduct the 2021 financial audit and NTD agreed upon procedures. They have completed reports and have presented their results to UTA's Audit Committee at the June 27th meeting.

DISCUSSION:
Upon acceptance at the Audit Committee meeting, UTA staff submitted the 2021 Annual Comprehensive Financial Report ("ACFR") to the Government Finance Officers Association's Certificate of Excellence in Financial Reporting program by the deadline of June 30.

ALTERNATIVES:
The Board of Trustees may seek additional information and delay acceptance of the 2021 UTA Financial Audit Report

FISCAL IMPACT:
N/A

ATTACHMENTS:
1) 2021 Letter to the audit committee

2) 2021 ACFR which includes the Annual Comprehensive Financial Report, the Single Audit Report, and the Utah State Compliance Report

3) 2021 NTD Agreed Upon Procedure Report

Crowe LLP
Independent Member Crowe Global

Board of Trustees and
Audit Committee Members
Utah Transit Authority
Salt Lake City, Utah

Professional standards require that we communicate certain matters to keep you adequately informed about matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We communicate such matters in this report.

AUDITOR'S RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Our responsibility is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. Refer to our engagement letter with the Utah Transit Authority (the Authority) for further information on the responsibilities of management and of Crowe LLP.

AUDITOR'S RESPONSIBILITY UNDER GOVERNMENT AUDITING STANDARDS

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of the Authority's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts or disclosures. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

COMMUNICATIONS REGARDING OUR INDEPENDENCE FROM THE AUTHORITY

Auditing standards generally accepted in the United States of America require independence for all audits, and we confirm that we are independent auditors with respect to the Authority under the independence requirements established by the American Institute of Certified Public Accountants.

Additionally, we wish to communicate that we have no relationships with the Authority that, in our professional judgment, may reasonably be thought to bear on our independence and that we gave significant consideration to in reaching the conclusion that our independence has not been impaired.

PLANNED SCOPE AND TIMING OF THE AUDIT

We are to communicate an overview of the planned scope and timing of the audit. Accordingly, the following matters regarding the planned scope and timing of the audit were discussed with you.

- How we proposed to address the significant risks of material misstatement, whether due to fraud or error.
- Our approach to internal control relevant to the audit.
- The concept of materiality in planning and executing the audit, focusing on the factors considered rather than on specific thresholds or amounts.
- The nature and extent of specialized skills or knowledge needed to plan and evaluate the results of the audit, including the use of an auditor's expert.
- Where the entity has an internal audit function, the extent to which the auditor will use the work of internal audit, and how the external and internal auditors can best work together.
- Your views and knowledge of matters you consider warrant our attention during the audit, as well as your views on:
    - The allocation of responsibilities between you and management.
    - The entity's objectives and strategies, and the related business risks that may result in material misstatements.
    - Significant communications between the entity and regulators.
    - Other matters you believe are relevant to the audit of the financial statements.

SIGNIFICANT ACCOUNTING POLICIES AND MANAGEMENT JUDGMENTS AND ACCOUNTING ESTIMATES

Significant Accounting Policies: Those Charged with Governance should be informed of the initial selection of and changes in significant accounting policies or their application. Also, Those Charged with Governance should be aware of methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas where there is a lack of authoritative consensus. We believe management has the primary responsibility to inform Those Charged with Governance about such matters. To assist Those Charged with Governance in its oversight role, we also provide the following.

Accounting Standard	Impact of Adoption
GASB Statement No. 89, "Accounting for Interest Cost Incurred Before the End of a Construction Period" This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.	Adoption of this Statement did not have a material impact on the Authority's financial position or results of operations.

Accounting Standard	Impact of Adoption
GASB Statement No. 93, "Replacement of Interbank Offered Rates" This Statement was issued to address accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR).	Adoption of this Statement did not have a material impact on the Authority's financial position or results of operations.
GASB Statement No. 98, "The Annual Comprehensive Financial Report" This Statement was issued to rename the comprehensive annual financial report to "annual comprehensive financial report (ACFR)." The new term and acronym replace instances of "comprehensive annual financial report" and its acronym in generally accepted accounting principles for state and local governments. This statement was developed in response to concerns raised by stakeholders that the common pronunciation of the prior acronym for the report sounds like a racial slur. No changes were made to the structure or content of the report.	Upon adoption of this Statement, the Comprehensive Annual Financial Report was renamed the Annual Comprehensive Financial Report or ACFR.
Significant Unusual Transactions.	No such matters noted
Significant Accounting Policies in Controversial or Emerging Areas.	No such matters noted

Management Judgments and Accounting Estimates: Further, accounting estimates are an integral part of the financial statements prepared by management and are based upon management's current judgments. These judgments are based upon knowledge and experience about past and current events and assumptions about future events. Certain estimates are particularly sensitive because of their significance and because of the possibility that future events affecting them may differ markedly from management's current judgments and may be subject to significant change in the near term.

The following describes the significant accounting estimates reflected in the Authority's year-end financial statements, the process used by management in formulating these particularly sensitive accounting estimates and the primary basis for our conclusions regarding the reasonableness of those estimates.

Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Useful Lives of Capital Assets	Management has determined the economic useful lives of capital assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the Authority.	We tested the propriety of information underlying management's estimates.
Loss Contingencies	The Authority consults with legal counsel to evaluate outstanding litigation, claims and assessments. Factors that affect management's evaluation of litigation contingencies requiring disclosure include the nature of the contingencies and whether the outcome could have an effect on the consolidated financial statements.	Based on information obtained from the Authority's legal counsel regarding this matter and discussions with management, we concur with management's determination that the loss contingency does not meet conditions for accrual of being both probable and estimable, and, thus, no accrual is reported and no specific disclosures are required.

Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Pension Obligations	Amounts reported for pension obligations require management to use estimates that may be subject to significant change in the near term. These estimates are based on projection of the weighted average discount rate, rate of increase in future compensation levels, and weighted average expected long-term rate of return on pension assets.	We reviewed the reasonableness of these estimates and assumptions.

AUDITOR'S JUDGMENTS ABOUT QUALITATIVE ASPECTS OF SIGNIFICANT ACCOUNTING PRACTICES

We are to discuss with you our comments about the following matters related to the Authority's accounting policies and financial statement disclosures. Accordingly, these matters will be discussed during our meeting with you.

- The appropriateness of the accounting policies to the particular circumstances of the entity, considering the need to balance the cost of providing information with the likely benefit to users of the entity's financial statements.
- The overall neutrality, consistency, and clarity of the disclosures in the financial statements.
- The effect of the timing of transactions in relation to the period in which they are recorded.
- The potential effect on the financial statements of significant risks and exposures, and uncertainties that are disclosed in the financial statements.
- The extent to which the financial statements are affected by unusual transactions including nonrecurring amounts recognized during the period, and the extent to which such transactions are separately disclosed in the financial statements.
- The issues involved, and related judgments made, in formulating particularly sensitive financial statement disclosures.
- The factors affecting asset and liability carrying values, including the entity's basis for determining useful lives assigned to tangible and intangible assets.
- The selective correction of misstatements, for example, correcting misstatements with the effect of increasing reported earnings, but not those that have the effect of decreasing reported earnings.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Corrected Misstatements: We are to inform you of material corrected misstatements that were brought to the attention of management as a result of our audit procedures.

1. Corrected misstatement to reclassify $8.875 million of long-term debt to current liabilities for the portion due within one year.

2. Corrected misstatement related to long-term debt that increases deferred outflow of resources by approximately $39.7 million, increases deferred inflow of resources by approximately $48.7 million, increases other receivables by approximately $3.1 million, decreases interest expense by approximately $7.1 million, decreases contributed capital by $13.2 million, and decreases change in net position by approximately $6.1 million due to the improper accounting for a debt refunding transaction.

3. Corrected misstatement of $1.6 million to adjust the net pension liability to agree to the GASB 67/68 report provided by the actuary.

Uncorrected Misstatements: We are to inform you of uncorrected misstatements that were aggregated by us during the current engagement and pertaining to the latest and prior period(s) presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. For your consideration, we have distinguished misstatements between known misstatements and likely misstatements.

- An adjustment was waived to reclassify approximately $25.8 million from construction in progress to depreciable capital assets for assets completed and placed into service during 2021. This waived adjustment did not have a material impact on the change in net position due to unrecorded depreciation expense.

OTHER COMMUNICATIONS

Communication Item	Results
Other Information Included in an Annual Report Information may be prepared by management that accompanies or includes the financial statements. To assist your consideration of this information, you should know that we are required by audit standards to read such information and consider whether a material inconsistency exists between the other information and the financial statements. We are also to remain alert for indications that: • Material inconsistency exists between the other information and the auditor's knowledge obtained in the audit; or • A material misstatement of fact exists, or the other information is otherwise misleading. If we identify a material inconsistency between the other information and the financial statements, we are to seek a resolution of the matter.	We understand that management has not prepared other information to accompany the audited financial statements.
Significant Difficulties Encountered During the Audit We are to inform you of any significant difficulties encountered in dealing with management related to the performance of the audit.	There were no significant difficulties encountered in dealing with management related to the performance of the audit.
Disagreements with Management We are to discuss with you any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the Authority's financial statements or the auditor's report.	During our audit, there were no such disagreements with management.
Difficulties or Contentious Matters We are required to discuss with the Those Charged with Governance any difficulties or contentious matters for which we consulted outside of the engagement team.	During the audit, there were no such issues for which we consulted outside the engagement team.
Circumstances that Affect the Form and Content of the Auditor's Report We are to discuss with you any circumstances that affect the form and content of the auditor's report, if any.	There are no such circumstances that affect the form and content of the auditor's report.

Communication Item	Results
Consultations with Other Accountants If management consulted with other accountants about auditing and accounting matters, we are to inform you of such consultation, if we are aware of it, and provide our views on the significant matters that were the subject of such consultation.	We are not aware of any instances where management consulted with other accountants about auditing or accounting matters since no other accountants contacted us, which they are required to do by Statement on Auditing Standards No. 50, before they provide written or oral advice.
Representations the Auditor Is Requesting from Management We are to provide you with a copy of management's requested written representations to us.	We direct your attention to a copy of the letter of management's representation to us provided separately.
Significant Issues Discussed, or Subject to Correspondence, With Management We are to communicate to you any significant issues that were discussed or were the subject of correspondence with management.	There were no such significant issues discussed, or subject to correspondence, with management.
Significant Related Party Findings or Issues We are to communicate to you significant findings or issues arising during the audit in connection with the Authority's related parties.	There were no such findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.
Other Findings or Issues We Find Relevant or Significant We are to communicate to you other findings or issues, if any, arising during the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.	There were no such other findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.

We are pleased to serve the Authority as its independent auditors and look forward to our continued relationship. We provide the above information to assist you in performing your oversight responsibilities and would be pleased to discuss this letter or any matters further, should you desire. This letter is intended solely for the information and use of the Board of Trustees, members of the Audit Committee and, if appropriate, management, and is not intended to be and should not be used by anyone other than these specified parties.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 17, 2022

Utah Transit Authority
Schedule of Corrected Financial Statement Misstatements
December 31, 2021

				Increase (Decrease)				
	Financial Statement Item	Debit	Credit	Assets / Deferred Outflows	Liabilities / Deferred Inflows	Net Position	Revenues	Expenses
1	Current portion of long-term debt		$ 8,875,000		$ 8,875,000			
	Long-term debt	$ 8,875,000			$ (8,875,000)			
	To reclassify portion of 2015A subordinated debt due in 2022 to current liabilities.							
2	Other receivables	$ 3,128,375		$ 3,128,375				
	Capital contributions	$ 13,239,900					$ (13,239,900)	
	Deferred outflow - advanced debt refunding	$ 39,675,613		$ 39,675,613				
	Deferred inflow - advanced debt refunding		$ 48,709,624		$ 48,709,624			
	Long-term debt		$ 216,240		$ 216,240			
	Interest expense		$ 7,118,024					$ (7,118,024)
	To correct balances related to debt refunding transaction.							
3	Net pension liability		$ 1,645,798		$ 1,645,798			
	Operating expenses - pension expense	$ 1,645,798						$ 1,645,798
	To adjust net pension liability to agree to amount reported on GASB 67/68 actuary report.							
						Total impact on change in net position		**$ (7,767,674)**

Utah Transit Authority
Schedule of Uncorrected Financial Statement Misstatements
December 31, 2021

				Increase (Decrease)				
	Financial Statement Item	Debit	Credit	Assets / Deferred Outflows	Liabilities / Deferred Inflows	Net Position	Revenues	Expenses
1	Depreciable capital assets	$ 25,841,857		$ 25,841,857				
	Construction in progress		$ 25,841,857	$ (25,841,857)				
	To transfer completed projects placed into service prior to 12/31 from construction in progress to a depreciable capital asset account.							
						Total impact on change in net position		**$ -**

Annual Comprehensive Financial Report

For Fiscal Year Ended December 31, 2021



UTA

UTAH TRANSIT AUTHORITY

a Component Unit of the State of Utah

Our Mission

Provide integrated mobility solutions to service life's connections,
improve public health
and enhance quality of life.

Annual Comprehensive Financial Report

For Fiscal Year Ended
December 31, 2021

Finance Department

William Greene
Chief Financial Officer

Troy Bingham
Comptroller

UTAH TRANSIT AUTHORITY
A Component Unit of the State of Utah

Introductory



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

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669 West 200 South
Salt Lake City, Utah 84101
1-888-RIDE-UTA
www.rideuta.com

June 17, 2022

To the Board of Trustees
Utah Transit Authority and
Citizens within the UTA Service Area

We are pleased to submit to you the Annual Comprehensive Financial Report (ACFR) of the Utah Transit Authority (the Authority) for the fiscal year ended December 31, 2021. This document has been prepared by the Authority's Finance Department using the guidelines recommended by the Government Finance Officers Association of the United States and Canada and conforms to accounting principles generally accepted in the United States of America and promulgated by the Governmental Accounting Standards Board.

Management's Assertions

Management assumes full responsibility for the completeness and reliability of the information contained in this report. Management bases their assurance upon a comprehensive framework of internal control that it has been established for this purpose. To provide a reasonable basis for making these representations, management of the Authority has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient statements in conformity with GAAP. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefit likely to be derived; and
(2) the valuation of the costs and benefits requires estimates and judgments by management.

As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Annual Comprehensive Financial Report

This report contains financial statements and statistical data which provide full disclosure of all the material financial operations of the Authority. The financial statements have been prepared on the accrual basis of accounting in conformance with generally accepted accounting principles. This ACFR is indicative of the Authority's commitment to provide accurate, concise and high-quality financial information to the residents of its service area and to all other interested parties.

The Authority is also required to conduct an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Information related to the single audit, including the schedule of expenditures of federal awards, findings and recommendations, and auditor's reports on internal control structure and compliance with applicable laws and regulations are included with this report.

The accounting firm of Crowe LLP was selected to perform an annual independent audit of the Authority's financial statements. The goal of the independent audit is to provide reasonable assurance that the Authority's financial statements for the fiscal year ended December 31, 2021, are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management and evaluating the overall financial presentation. The independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that the Authority's financial statements are fairly presented in conformity with accounting principles generally accepted in the United States of America. The audit also was designed to meet the requirements of the Federal Single Audit Act of 1984 and related Uniform Guidance. The auditor's report on the basic financial statements and schedules, including reports specifically related to the single audit, are included in this document.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

Background

The Utah Transit Authority was incorporated on March 3, 1970 under authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The Authority is governed by a three-member full-time board of trustees. The Governor appoints nominees from the three appointing districts within the UTA service territory to serve as trustees. The names of the nominees are then forwarded to the Senate for confirmation. Once confirmed, an appointee is sworn in as a trustee.

Utah Transit Authority also has a nine-member local advisory council. The local advisory council representation includes: three members appointed by the Salt Lake County council of governments; one member appointed by the Mayor of Salt Lake City; two members appointed by the Utah County council of governments; one member appointed by the Davis County council of governments; one member appointed by the Weber County council of governments; and one member appointed by the councils of governments of Tooele and Box Elder counties. Terms for local advisory council members are indefinite.

The responsibility for the operation of the Authority is held by the board of trustees that hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, and any chief level officer. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Legal counsel will be provided by the Utah Attorney General's Office. An organizational chart which illustrates the reporting relationships follows this letter of transmittal.

The executive staff meets weekly to coordinate management of the affairs of the organization. The executive staff and various other department officials meet as needed in a policy forum to review management policies and strategic direction and objectives for the organization.

The Authority serves the largest segment of population in the State of Utah known as the Wasatch Front. Its service area includes Salt Lake, Davis, Utah, and Weber Counties, the cities of Tooele and Grantsville in Tooele County and that part of Tooele County comprising the unincorporated areas of Erda, Lakepoint, Stansbury Park and Lincoln, and the cities of Brigham City, Perry and Willard in Box Elder County.

The population of the Authority's service area is approximately 2,642,086 and represents 78.5 percent of the state's total population.

Economy

Utah bounced back in 2021 from the pandemic recession shock. The state added a record-breaking 72,500 jobs over the year, recovering the 20,900 jobs lost in 2020 and gaining an additional 51,600 new jobs. Nationally, the jobs base is still 3.3% smaller than pre-pandemic. In 2021, only Utah and Idaho had more jobs than in 2019. The state's recovery has been widespread, but pockets of challenge remain. The leisure, hospitality and mining industries have yet to reach their 2019 peaks.

Though it has yet to fully add back all jobs lost in 2020, on account of both the severity of the loss and a tight labor market, the travel and tourism sector shone bright in 2021. Despite operating under pandemic conditions and international travel restrictions, Utah ski resorts experienced a record number of skier visits during the 2020-21 season. Net in-migration reached a 16-year high in 2021, with nearly 35,000 new residents moving in from out of state. Population growth, combined with job and wage growth and low interest rates, fueled the ongoing real estate and construction boom. The value of nonresidential construction reached a new peak of $2.7 billion, and builders permitted a record 35,500 new dwelling units, despite supply-chain challenges and price pressures. Strong demand continues to boost home prices, which increased a never experienced 23.5% over the year.

The consensus forecast predicts another year of substantial economic expansion in Utah in 2022. The most pressing internal risks will be growth-driven challenges like a limited labor supply, increasing costs, and housing affordability. Declining fertility, air quality, and water challenges will also add pressure. COVID-19 and inflation pose additional downside risks.

Utah's fundamental advantages—a youthful demographic profile, economic diversity, a stable fiscal and regulatory environment, crossroads of the west location, global connections, and social cohesion—will continue to influence the state's economic position in 2022 and beyond. As long as major risks to the national expansion are not realized, Utah's economy will once again be among the best in the nation.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to The Authority for its Comprehensive Annual Financial Report (ACFR) for the fiscal year ended December 31, 2020. This was the twenty-eighth consecutive year that The Authority has received this prestigious award. This certificate of award is the highest form of recognition for excellence in state and local government financial reporting. In order to receive this award, the Authority must publish an easily readable and well organized comprehensive financial report whose content conforms to the program standards. Such a report must satisfy both generally accepted accounting principles and applicable legal requirements. The Certificate of Achievement for Excellence in Financial Reporting is valid for a one-year period only. We believe that our current Comprehensive Annual Financial Report continues to meet the Certificate of Achievement Program's requirements and are submitting it to determine eligibility for continued recognition.

Acknowledgements

The preparation of this report would not have been possible without the efficient and dedicated service of the entire finance team at the Authority. We wish to express our sincere appreciation for the hard work and long hours that contributed to the preparation of this report. Appreciation is also extended to the Executive Board and the various team members for their cooperation and dedicated service that made it possible to produce a report of the highest standards.



William Greene
Chief Financial Officer
Utah Transit Authority

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

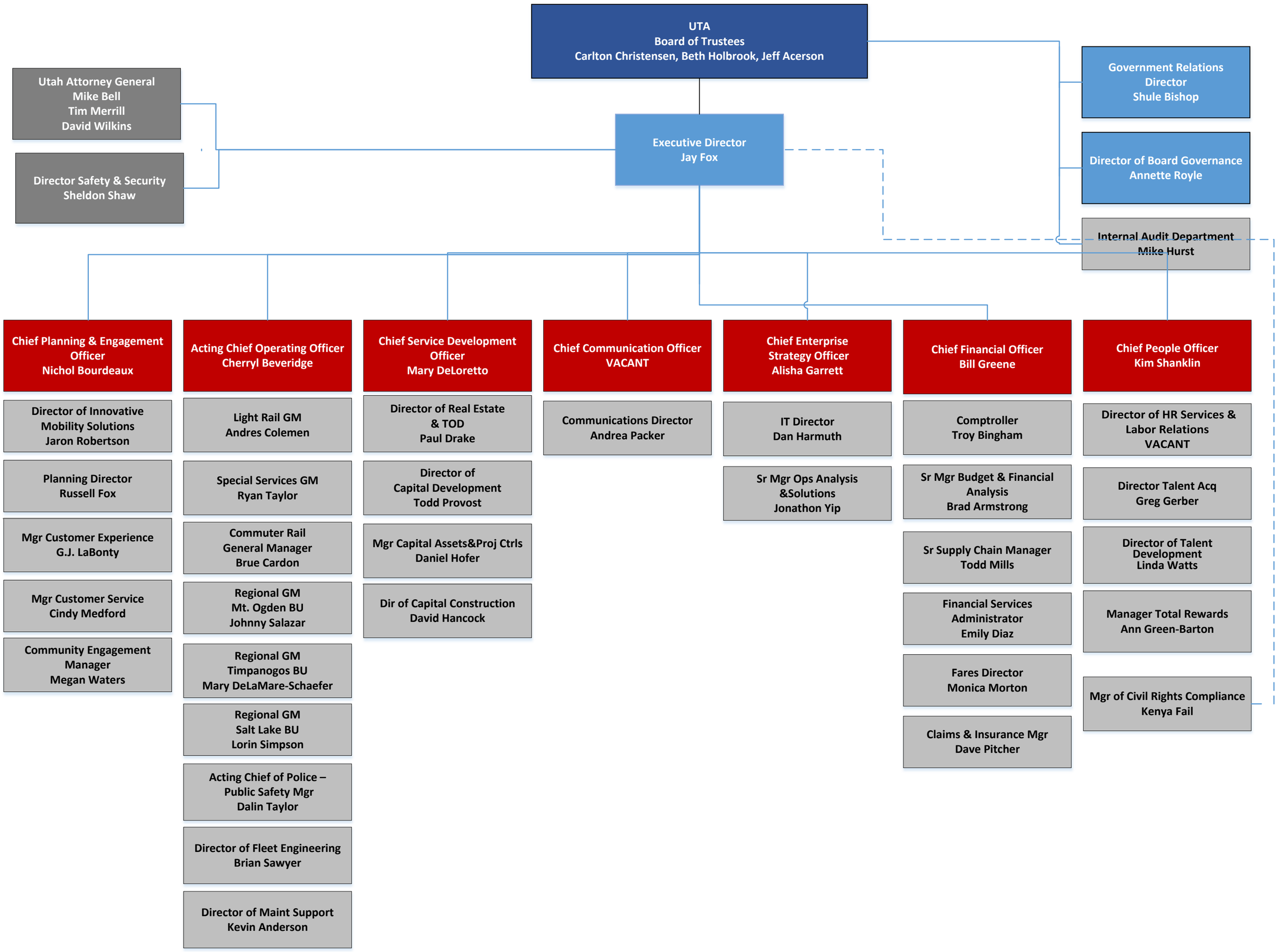
Utah Transit Authority

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2020

Christopher P. Morrill

Executive Director/CEO


UTA
Board of Trustees
Carlton Christensen, Beth Holbrook, Jeff Acerson
Utah Attorney General
Mike Bell
Tim Merrill
David Wilkins
Director Safety & Security
Sheldon Shaw
Executive Director
Jay Fox
Government Relations
Director
Shule Bishop
Director of Board Governance
Annette Royle
Internal Audit Department
Mike Hurst
Chief Planning & Engagement Officer
Nichol Bourdeaux
Director of Innovative Mobility Solutions
Jaron Robertson
Planning Director
Russell Fox
Mgr Customer Experience
G.J. LaBonty
Mgr Customer Service
Cindy Medford
Community Engagement Manager
Megan Waters
Acting Chief Operating Officer
Cherryl Beveridge
Light Rail GM
Andres Colemen
Special Services GM
Ryan Taylor
Commuter Rail
General Manager
Brue Cardon
Regional GM
Mt. Ogden BU
Johnny Salazar
Regional GM
Timpanogos BU
Mary DeLaMare-Schaefer
Regional GM
Salt Lake BU
Lorin Simpson
Acting Chief of Police –
Public Safety Mgr
Dalin Taylor
Director of Fleet Engineering
Brian Sawyer
Director of Maint Support
Kevin Anderson
Chief Service Development Officer
Mary DeLoretto
Director of Real Estate & TOD
Paul Drake
Director of
Capital Development
Todd Provost
Mgr Capital Assets&Proj Ctrls
Daniel Hofer
Dir of Capital Construction
David Hancock
Chief Communication Officer
VACANT
Communications Director
Andrea Packer
Chief Enterprise Strategy Officer
Alisha Garrett
IT Director
Dan Harmuth
Sr Mgr Ops Analysis &Solutions
Jonathon Yip
Chief Financial Officer
Bill Greene
Comptroller
Troy Bingham
Sr Mgr Budget & Financial Analysis
Brad Armstrong
Sr Supply Chain Manager
Todd Mills
Financial Services Administrator
Emily Diaz
Fares Director
Monica Morton
Claims & Insurance Mgr
Dave Pitcher
Chief People Officer
Kim Shanklin
Director of HR Services & Labor Relations
VACANT
Director Talent Acq
Greg Gerber
Director of Talent Development
Linda Watts
Manager Total Rewards
Ann Green-Barton
Mgr of Civil Rights Compliance
Kenya Fail

UTA Board of Trustees



Beth Holbrook

Davis, Weber and Box Elder Counties



Carlton Christensen
Board Chair

Salt Lake County



Jeff Acerson

Tooele and Utah Counties

Administration

Board of Trustees

BOARD CHAIR ..... Carlton Christensen
BOARD TRUSTEE ..... Beth Holbrook
BOARD TRUSTEE ..... Jeff Acerson

Officers of the Authority

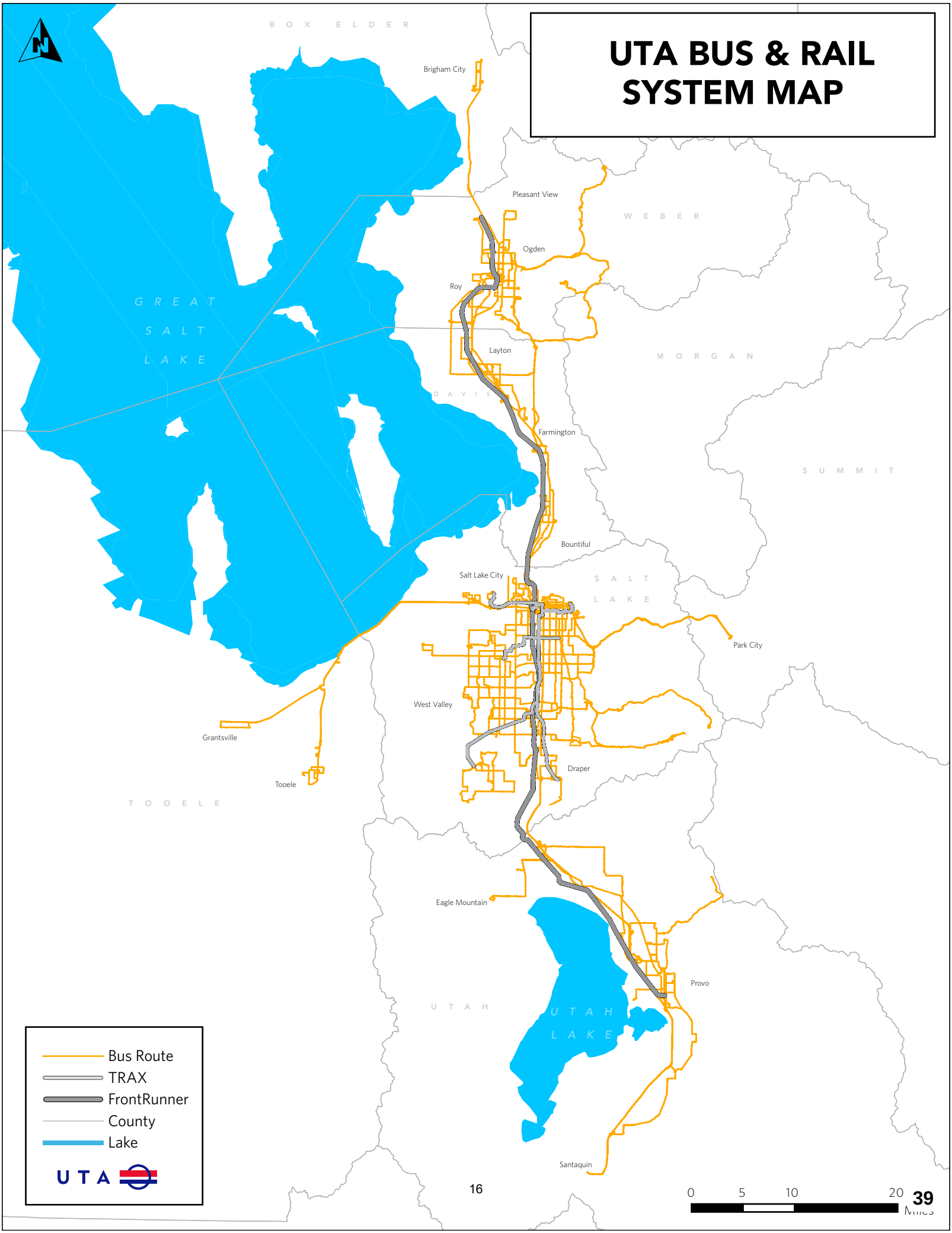
BOARD CHAIR ..... Carlton Christensen
EXECUTIVE DIRECTOR ..... Jay Fox
TREASURER ..... William Greene
COMPTROLLER ..... Troy Bingham
SECRETARY ..... Annette Royle

Administration of the Authority

EXECUTIVE DIRECTOR ..... Jay Fox
CHIEF OF INTERNAL AUDIT ..... Mike Hurst
CHIEF PLANNING AND ENGAGEMENT OFFICER ..... Nichol Bourdeaux
CHIEF FINANCIAL OFFICER ..... William Greene
INTERIM CHIEF OPERATING OFFICER ..... Cherryl Beveridge
CHIEF PEOPLE OFFICER ..... Kim Shanklin
CHIEF SERVICE DEVELOPMENT OFFICER ..... Mary DeLoretto
CHIEF ENTERPRISE STRATEGY OFFICER ..... Alisha Garrett
CHIEF COMMUNICATION OFFICER ..... Vacant

Local Advisory Council Members

Name	Appointing Authority
CHAIR	
Julie Fullmer	Utah County COG
VICE CHAIRS	
Mark Johnson	Utah County COG
Troy Walker	Salt Lake County COG
MEMBERS	
Erin Mendenhall	Salt Lake City
Leonard Call	Weber Area COG
Bob Stevenson	Davis Area COG
Karen Cronin	Box Elder COG/Tooele COG
Dan Peay	Salt Lake County COG
Trent Staggs	Salt Lake County COG


UTA BUS & RAIL SYSTEM MAP
BOX ELDER
Brigham City
Pleasant View
WEBER
Ogden
Roy
GREAT SALT LAKE
Layton
MORGAN
DAVIS
Farmington
SUMMIT
Bountiful
Salt Lake City
SALT LAKE
Park City
West Valley
Grantsville
Tooele
Draper
TOOELE
Eagle Mountain
Provo
UTAH
UTAH LAKE
Santaquin
Bus Route
TRAX
FrontRunner
County
Lake
UTA
0 5 10 20
Miles

Financial



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Utah Transit Authority
Salt Lake City, Utah

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities and the fiduciary activities of the Utah Transit Authority (the Authority), a component unit of the State of Utah, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the fiduciary activities of the Authority, as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in net pension liability and related ratios, schedule of required employer contributions, and schedule of investment returns, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

(Continued)

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of revenues, expenses and changes in net position budget and actual, combining statement of fiduciary net position, combining statement of changes in fiduciary net position, and the schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of revenues, expenses and changes in net position budget and actual, combining statement of fiduciary net position, combining statement of changes in fiduciary net position, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 17, 2022 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 17, 2022

Utah Transit Authority's 2021 fiscal performance continues to demonstrate the successful implementation of its financial policies. This report provides accountability to the Authority's goals and objectives defined with its residents and adopted by the Board of Trustees. This section of the Annual Comprehensive Financial Report presents our discussion and analysis of the Authority's financial performance during the fiscal year that ended on December 31, 2021. Please read it in conjunction with the transmittal letter at the front of this report and the Authority's financial statements, which follow this section. Due to the material relationship between the Authority and its component units (Joint Insurance Trust and Pension), the Total Reporting Entity information more accurately reflects the comprehensive financial operations of Utah Transit Authority.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of four parts – Management's Discussion and Analysis (MD&A), the Basic Financial Statements, other Required Supplementary Information, and a supplementary section that presents budget and actual schedules for the authority funds; and fiduciary fund schedules for the Joint Insurance Trust and Pension. The basic financial statements present different views of the Authority:

- The first three statements are government-wide financial statements that provide both long-term and short-term information about the Authority's overall financial status.
- The remaining statements are fiduciary fund statements provide information about the financial relationships in which the Authority acts solely as a trustee or agent for the benefit of others, to whom the resources belong, such as the Authority's pension and collective bargaining medical, dental and life insurance funds.

FINANCIAL HIGHLIGHTS

- The total reporting entity, has positive unrestricted net position of $331,437,253 at December 31, 2021, which represents an increase of $103,355,329 or 45.3 percent from the prior year.
- The total expenses of the Authority's increased 2.7 percent to $574,219,498 during fiscal year 2021, while the Authority's total revenues increased by 13.2 percent to $683,436,340.
- At December 31, 2021, the Authority had $2,412,681,616 of debt outstanding, including $57,670,000 related to Utah County's Bonds for Provo-Orem Bus Rapid Transit Construction in 2019. Accordingly, liabilities and deferred inflows of the Authority at December 31, 2021 were exceeded by its assets and deferred outflows by $1,026,420,583.
- Revenues exceeded the budget by $21,225,694; alternatively, operating expense savings of $22,356,022 under the budget helped to provide additional available resources to fund the Authority's reserves available for future appropriation.
- For 2021, ridership increased by 1.8 percent compared to the prior year, with demand response growing the most in 2021, at 61.1 percent. Fare revenues contributed 4.2 percent of the total revenues for the Authority during fiscal year 2021.

The financial statements also include note disclosures that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. In addition to these required elements, the financial statements include a supplementary section with combining statements that provide details about the Authority's fiduciary funds, each of which are combined and presented in single columns in the basic financial statements

The chart below summarizes the major features of the Authority's financial statements, including the scope and the types of financial information presented. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Major Features of Utah Transit Authority's Financial Statements		
	Government-Wide Statements	Fund Statements Fiduciary Funds
Scope	Entire Authority (except fiduciary funds). The Authority operates in a manner similar to private businesses.	Instances in chich the Authority is the trustee or agent for someone else's resources, such as the retirement plan or medical plans of employees
Required Financials Statements	Statement of net position	Statement of fiduciary net position
	Statement of revenues, expenses, and change in net position	Statement of changes in fiduciary net position
	Statement of cash flows	
Basis of Accounting and Measurement Focus	Accrual basis of accounting and economic resources measurement focus	Accrual basis of accounting and economic resources measurement focus
Type of Asset / Liability Information	All assets and liabilities, both financial and capital, and short-term and long-term	All assets and liabilities, both financial and capital, and short-term and long-term; the Authority's fiduciary funds do not currently contain capital assets although they could
Type of Outflow/Inflow Information	All revenues and expenses during the year, regardless of when cash is received or paid	All revenues and expenses during the years, regardless of when cash is received or paid

Changes in Net Position

CONDENSED STATEMENTS OF NET POSITION

	2021	2020	Difference	Percent difference
Assets				
Current and other assets	$ 668,133,227	$ 529,958,949	$ 138,174,278	26%
Capital assets, net	2,887,958,168	2,883,366,259	4,591,909	0%
Total assets	3,556,091,395	3,413,325,208	142,766,187	4%
Deferred outflows of resources	135,869,962	140,645,019	(4,775,057)	-3%
Liabilities				
Current liabilities	192,105,104	100,846,311	91,258,793	90%
Long-term liabilities	2,445,107,562	2,513,952,882	(68,845,320)	-3%
Total liabilities	2,637,212,666	2,614,799,193	22,413,473	1%
Deferred inflows of resources	28,328,108	21,967,293	6,360,815	29%
Net position				
Net investment in capital assets	667,968,269	648,605,411	19,362,858	3%
Restricted	27,015,061	40,516,406	(13,501,345)	-33%
Unrestricted	331,437,253	228,081,924	103,355,329	45%
Total net position	**$ 1,026,420,583**	**$ 917,203,741**	**$ 109,216,842**	**12%**

Current and other assets increased from 2020 due to the Authority continued receipt of federal stimulus associated with CARES Act and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding. These funds reimbursed the Authority for operating expenses previously paid with local sales taxes. This allowed the Authority to accumulate cash to offset losses in passenger fare and investment income effected by the downturn in the market due to the COVID-19 pandemic. The Authority was able to drawdown the remaining $90,268,322 in CARES Act funding and an additional $33,584,103 CRRSA Act. This offset what would have been local funding in the 2021 budget.

Current liabilities increased from 2020 due three factors. First, non-state accounts payables increased by $18.7 million for large construction projects payments pending at year end. Second, larger principal payment of $31.5 million being required in 2021 on long-term debt. Third, the State of Utah started transferring cash funds awarded in the 2021 Legislative Session of $101.4 million to the Authority prior to spending the funds, so unearned revenue for the State of Utah was $48.2 million at year end.

Deferred inflows of resources increased from 2020 due to the 2021 bond refunding which created a gain on refunding that will be amortized against interest expense over the remaining life of the 2015 bonds.

Restricted net position decreased from 2020 due to actions taken by the Authority to reduce the required debt service reserve from $13,090,406 at the beginning of 2021 to $3,243 by the end of 2021. These remaining amounts will be used to make the June 2022 interest payments on the 2010 and 2015 bonds.

A change in unrestricted net position over time may serve as a useful indicator of a government entity's financial position. As of December 31, 2021, the Authority's unrestricted net position increased $109.2 million from December 31, 2020. This change can be attributed to change in current and other assets explained earlier in this section along with reductions in spending during the COVID-19 pandemic.

CONDENSED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

	2021	2020	*Difference*	*Percent difference*
Operating revenues	$ 30,386,187	$ 34,880,272	*$ (4,494,085)*	*-13%*
Operating expenses	472,933,325	459,473,189	*13,460,136*	*3%*
Excess of operating expenses over operating revenues	(442,547,138)	(424,592,917)	*(17,954,221)*	*-4%*
Non-operating revenues	584,816,562	544,637,971	*40,178,591*	*7%*
Non-operating expenses	101,286,173	99,898,505	*1,387,668*	*1%*
Income (loss) before contributions	40,983,251	20,146,549	*20,836,702*	*-103%*
Capital contributions	68,233,591	24,288,898	*43,944,693*	*181%*
Change in net positon	$ 109,216,842	$ 44,435,447	*$ 64,781,395*	*-146%*
Total net position, January 1	$ 917,203,741	$ 872,768,294		
Total net position, December 31	$ 1,026,420,583	$ 917,203,741		

SUMMARY OF REVENUES FOR THE YEAR ENDED DECEMBER 31

	2021	2020	*Difference*	*Percent difference*
Operating				
Passenger revenue	$ 28,510,458	$ 32,845,272	*$ (4,334,814)*	*-13%*
Advertising	1,875,729	2,035,000	*(159,271)*	*-8%*
Total operating revenue	30,386,187	34,880,272	*(4,494,085)*	*-13%*
Non-operating				
Contributions from other gov'ts (sales tax)	433,360,729	361,590,707	*71,770,022*	*20%*
Federal noncapital assistance	130,631,095	160,258,318	*(29,627,223)*	*-18%*
Interest income	1,432,026	3,525,448	*(2,093,422)*	*-59%*
Sale of assets	1,411,431	927,566	*483,865*	*52%*
Build America Bond subsidy	8,158,624	8,893,288	*(734,664)*	*-8%*
Other	9,822,657	9,442,644	*380,013*	*4%*
Total non-operating revenue	584,816,562	544,637,971	*40,178,591*	*7%*
Capital contributions	68,233,591	24,288,898	*43,944,693*	*181%*
Total revenues	$ 683,436,340	$ 603,807,141	*$ 79,629,199*	*13%*

Total revenues for the Authority's increased $79.6 million, and total expenses increased $14.8 million which resulted in a $64.8 million increase in change in net position during the current year.

Passenger revenue as a portion of total revenues declined to 4.2 percent from 5.4 percent in 2020. This resulted in $4.3 million less revenue, which is due to corporate fare contract revenues continue to decline even though overall ridership is slowly returning. Many of the Authority's corporate supporters have opted for contracts based on ridership during the COVID-19 pandemic rather than just general support of system.

Since the Authority does not have the ability to levy taxes, it relies on contributions dedicated by member governments in the form of sales tax increments. 63.4 percent of total revenues are derived from sales taxes. Sales tax revenues increased by $71.8 million driven mainly by a vibrant economy described in the letter of transmittal section.

In 2021, the federal government continued to contribute to the Authority for operating, maintenance, and administration assistance for $90,268,322 in CARES Act funding and an additional $33,584,103 in CRRSA Act funding. These allocations were based on a formula that factored in 2019 operating expenses of the Authority to determine the award amount. The funds received this year only constituted the first nine month of 2021 operating, maintenance, and administration expenses, and the remaining four months will be received in 2022 due to delays in filing for next round of federal stimulus funding. This delay led to the decrease of 29.6 million in 2021 federal noncapital assistance revenues.

Capital contributions increased by $43.9 million due to state and local partners contributing more on capital projects in 2021. This can be expected, as local participation in new construction projects can vary from year to year and whether or not the project is grant funded.

SUMMARY OF EXPENSES FOR THE YEAR ENDED DECEMBER 31

	2021	2020	*Difference*	*Percent difference*
Operating expenses				
Bus service	$ 108,575,280	$ 107,390,047	*$ 1,185,233*	*1%*
Rail service	94,943,238	96,041,283	*(1,098,045)*	*-1%*
Demand response service	27,083,173	22,646,903	*4,436,270*	*20%*
Other services	3,587,718	3,296,275	*291,443*	*9%*
Operations support	50,621,841	46,463,776	*4,158,065*	*9%*
Administration	54,073,187	44,545,686	*9,527,501*	*21%*
Depreciation	134,048,888	139,089,219	*(5,040,331)*	*-4%*
Total operating expenses	472,933,325	459,473,189	*13,460,136*	*3%*
Non-operating expenses				
Interest expense	101,286,173	99,898,505	*1,387,668*	*1%*
Total non-operating expenses	101,286,173	99,898,505	*1,387,668*	*1%*
Total expenses	$ 574,219,498	$ 559,371,694	$ 14,847,804	*3%*

Operating expenses for 2021 increased $14.8 million from 2020. The two most significant changes by mode are in demand response services and administration. The demand response service introduced a new type of service called microtransit that increased this mode by $2.4 million. Demand response services experienced an overall increase in general demand in Utah and Salt Lake County post-COVID-19 (see ridership comparison).

Administration increases are related to capital maintenance expenses. Capital maintenance expenses are significant but infrequent non-capital expenses that are not directly attributed to each mode of transit. The following chart shows the amount allocated to each mode:

SUMMARY OF CAPITAL MAINTENCE EXPENSES FOR THE YEAR ENDED DECEMBER 31

	2021	2020	Difference	Percent difference
Capital Maintenance Expenses in Projects				
Bus service	$ 1,050,751	$ 2,935,739	$ (1,884,988)	-64%
Rail service	16,279,011	22,009,771	(5,730,760)	-26%
Demand response service	162,543	4,802	157,741	3285%
Other service	3,030	-	3,030	
Administration	13,558,929	5,025,154	8,533,775	170%
Total capital maintenance expenses	$ 31,054,264	$ 29,975,466	$ 1,078,798	4%

Like most transit service agencies, personnel cost is the Authority's largest expense. Personnel cost for the Authority in 2021 was 67.1 percent of total operating expense less depreciation expense. Overall, personnel cost increased $1.2 million in 2021 due to the Authority increasing salaries less fringe expense reductions.

SUMMARY OF OPERATING EXPENSES FOR THE YEAR ENDED DECEMBER 31

	2021	2020	Difference	Percent difference
Operating expense less depreciation	$ 338,884,437	$ 320,383,970	$ 18,500,467	5.8%
Wages	158,066,997	153,887,948	4,179,049	2.7%
Benefits	69,212,130	72,156,293	(2,944,163)	-4.1%
Operations less wages/benefits	111,605,310	94,339,729	17,265,581	18.3%
Personnel cost	$ 227,279,127	$ 226,044,241	$ 1,234,886	0.5%
% of operating expense	67.1%	70.6%	-3.5%	-4.9%

Operating expense less personnel cost increased $18.5 million due to raising inflation of cost for goods, mostly fuel, and services after the COVID-19 pandemic.

CAPITAL ASSET AND DEBT ADMINISTRATION

CAPITAL ASSET ACTIVITY

	2021	2020	Difference	Percent difference
Land	$ 411,342,949	$ 410,537,405	$ 805,544	0%
Construction in process	203,927,118	137,936,777	65,990,341	48%
Infrastructure	2,508,863,889	2,500,620,104	8,243,785	0%
Building and building improvements	203,911,043	213,225,412	(9,314,369)	-4%
Revenue vehicles	748,886,006	752,974,669	(4,088,663)	-1%
Leased revenue vehicles	87,967,286	71,632,600	16,334,686	23%
Equipment	66,816,219	66,536,885	279,334	0%
Land improvements	178,487,488	148,507,252	29,980,236	20%
Leased land improvements	94,273,476	84,485,965	9,787,511	12%
Intangibles	57,097,309	54,745,003	2,352,306	4%
Accumulated depreciation and amortization	(1,673,614,615)	(1,557,835,813)	(115,778,802)	7%
Total capital assets, net	$ 2,887,958,168	$ 2,883,366,259	$ 4,591,909	0%

Capital Assets

At the end of fiscal year 2021, the Authority had invested $4.5 million in a broad range of capital assets, including land, buildings, improvements, equipment, infrastructure, and construction in progress. The Authority continued to better define categories of capital asset. This resulted in transfers of assets from building and building improvements category to infrastructure and land improvement categories (see Footnote 4 for more details).

Major Capital Asset Additions

This year's major Authority capital asset additions included the following:

- The increase in leased revenue vehicle assets reflects the purchase of the new 2021 revenue vehicle fleet.
- The Authority's construction in process activities for fiscal year 2021 included $41.6 million expended on the Authority's new clean fuel maintenance facility construction, $32.0 million on the future Ogden/Weber State bus rapid transit project, $21.5 million for the new airport TRAX station, and $15.2 million on double tracking FrontRunner in northern Utah County for the new Vineyard Station.

Long-Term Debt And Other Obligations

At year-end the Authority's had total debt obligations of $2.4 billion, of which, bonded debt outstanding represented $2.3 billion, all of which is backed by pledged sales tax increments in each county. Of the Authority's debt, $81.5 million represents leases secured solely by specified revenue vehicle that is pledged as collateral on the lien.

The Authority's total debt obligations decreased $34.4 million during the 2021 fiscal year. The key components of the 2021 activities were the issuance of taxable refunding sales tax revenue bonds totaling $383.1 million of 2015 senior lien sales tax revenue bonds and $14.1 million of subordinate lien sales tax revenue bonds as well as new lease funding totaling $32.0 million, coupled with principal retirements of $62.7 million. More detailed information about the Authority's long-term debt is presented in Footnote 9 to the financial statements.

Bond Ratings

The Authority maintains ratings of AA from Fitch Ratings, Aa2 from Moody's Investors Services and AA from Standard and Poor's. All three ratings were reconfirmed during fiscal year 2021 refunding.

DEBT ADMINISTRATION

Source: Zions Bank Financial Advisors
Effective date: November 2021

	Standard & Poor's	Fitch	Moody's
Senior Lien Bonds			
Current rating	AA	AA	Aa2
Outlook	Stable	Negative	Stable
Subordinate Lien Fixed Rate Bonds			
Current rating	A+	AA	Aa3
Outlook	Stable	Negative	Stable

Limitations on Debt

The Authority has historically issued Sales Tax Revenue Bonds in lieu of any General Obligation Bonds. Revenue bonds do not have issue limits based on assessed valuation of properties in the Authority's district but are constrained by UTA's ability to repay the principal and interest amounts annually with pledged sales tax revenues. An important metric of the Authority's financial health is the amount of pledged sales taxes annually in relation to the debt service due in the given year, or debt service coverage ratio.

Debt Service Coverage Ratio (DSCR)	Policy Minimum DSCR Requirements	Minimum DSCR Forecasted	Year of Minimum
Senior Lien	2.0x	3.60x	2022
Subordinate Lien	1.5x	4.54x	2040

The Authority's net coverage ratio would reach a minimum of 2.49 in 2022. Adherence to other minimum debt service coverage ratios are detailed in the table below:

Year	2022 Projected Pledged Sales Taxes	Senior Lien Debt Payments	Senior Lien Projected Debt Service Coverage Ratio	Subordinate Lien Debt Payments	Subordinate Lien Projected Debt Service Coverage Ratio	Total Debt Payments	Total Projected Debt Service Coverage Ratio
2022	353,760,000	98,150,193	3.60	43,797,227	8.08	141,947,420	2.49
2023	375,324,000	104,039,742	3.61	46,453,711	8.08	150,493,453	2.49
2024	391,804,000	104,045,687	3.77	46,446,219	8.44	150,491,906	2.60
2025	406,779,000	105,978,989	3.84	46,447,174	8.76	152,426,163	2.67
2026	421,509,000	105,981,667	3.98	46,451,771	9.07	152,433,438	2.77
2027	436,199,000	101,946,084	4.28	56,198,041	7.76	158,144,125	2.76
2028	451,640,445	101,941,964	4.43	56,188,017	8.04	158,129,981	2.86
2029	467,628,516	104,906,327	4.46	62,439,403	7.49	167,345,730	2.79
2030	484,182,566	102,048,307	4.74	62,415,895	7.76	164,464,202	2.94
2031	501,322,629	102,055,492	4.91	62,439,893	8.03	164,495,385	3.05
2032	519,069,450	101,802,153	5.10	62,439,607	8.31	164,241,760	3.16
2033	537,444,508	124,060,994	4.33	40,077,991	13.41	164,138,985	3.27
2034	556,470,044	124,064,926	4.49	40,080,199	13.88	164,145,125	3.39
2035	576,169,083	124,062,891	4.64	40,078,514	14.38	164,141,405	3.51
2036	596,565,469	127,429,814	4.68	34,962,723	17.06	162,392,537	3.67
2037	617,683,887	125,833,888	4.91	36,563,777	16.89	162,397,665	3.80
2038	639,549,896	123,415,219	5.18	38,980,308	16.41	162,395,527	3.94
2039	662,189,962	99,960,375	6.62	62,436,883	10.61	162,397,258	4.08
2040	685,631,487	11,657,724	58.81	150,946,856	4.54	162,604,580	4.22
2041	709,902,842	79,316,687	8.95	66,369,476	10.70	145,686,163	4.87
2042	735,033,402	122,206,633	6.01	23,475,140	31.31	145,681,773	5.05
2043	761,053,585	4,445,000	171.22	-	-	4,445,000	171.22
2044	787,994,882	4,439,300	177.50	-	-	4,439,300	177.50

ECONOMIC AND OPERATING FACTORS AND NEXT YEAR'S BUDGETS

Key Economic Factors

- During 2020, an outbreak of a novel strain of coronavirus (COVID-19) emerged globally. As a result of the spread of COVID-19, economic uncertainties have arisen that could negatively impact the Authority's anticipated future revenues and operations for an indeterminable period of time. Other financial impacts could occur but are unknown as of the date of publication of this financial report.
- In response to the COVID-19 global pandemic, the federal government has made funding available via the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding to aid localities in their response to the health crisis. Expenditures of this federal funding are subject to audit by the grantor under the Uniform Guidance, and the Authority is contingently liable to refund amounts received in excess of allowable expenditures. In the opinion of the Authority's management, no material refunds will be required as a result of expenditures disallowed by the grantor. See the results of the Single Audit in the Authority's Single Audit Report for further information.
- The fiscal year 2022 operating budget is $36.6 million higher than 2021, which is a 11.2 percent increase from fiscal year 2021.

Operating Statistics

The following information provides an annual comparison of ridership by service for years 2021 and 2020.

RIDERSHIP COMPARISON

Source: National Transit Database

	2021	2020	*Difference*	*Percent difference*
Bus service	12,616,872	12,441,304	*175,568*	*1.4%*
Light rail service	8,403,862	8,247,364	*156,498*	*1.9%*
Commuter rail service	2,062,333	2,024,524	*37,809*	*1.9%*
Demand response service	301,505	187,112	*114,393*	*61.1%*
Other service	587,721	658,990	*(71,269)*	*-10.8%*
Total ridership	23,972,293	23,559,294	*412,999*	*1.8%*

The Authority had a 1.8 percent increase in ridership in 2021 and continues to recovery after the COVID-19 pandemic. Pre-pandemic levels of commuter ridership into Salt Lake City and Salt Lake County has not returned as of the date of this report as many businesses have encouraged telecommuting or working from home for their employees

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

The financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money received. Questions about this report or inquiries for additional information may be addressed to the Comptroller, 669 West 200 South, Salt Lake City, Utah 84101 or tbingham@rideuta.com.

STATEMENT OF NET POSITION

ASSETS		
Current Assets:		
Cash and cash equivalents	$	190,968,233
Investments		151,672,499
Restricted cash and cash equivalents (bond funds)		16,938,274
Receivables		
Contributions from other governments (sales tax)		83,728,630
Federal grants		32,359,923
Other		8,121,608
State of Utah		3,447,244
Parts and supplies inventories		34,175,227
Prepaid expenses		2,245,414
Total Current Assets		523,657,052
Noncurrent Assets:		
Restricted cash equivalents and cash equivalents		
Bonds funds		3,243
Interlocal agreements		2,044,945
Escrow funds		102,795,975
Self-insurance deposits		9,089,772
Total restricted cash equivalents and cash equivalents		113,933,935
Non-depreciable capital assets		
Land		411,342,949
Construction in progress		203,927,118
Total non-depreciable capital assets		615,270,067
Depreciable Capital Assets:		
Land improvements		178,487,488
Leased Land Improvements		94,273,476
Building and building improvements		203,911,043
Infrastructure		2,508,863,889
Revenue vehicles		748,886,006
Leased revenue vehicles		87,967,286
Equipment		66,816,219
Intangibles		57,097,309
Total depreciable capital assets		3,946,302,716
Total capital assets		4,561,572,783
Less accumulated depreciation and amortization		(1,673,614,615)
Total capital assets, net depreciation		2,887,958,168
Amount recoverable - interlocal agreement		19,461,924
Other assets		11,080,316
Total Noncurrent Assets		**3,032,434,343**
TOTAL ASSETS	$	**3,556,091,395**

Readers wanting additional information should refer to the notes to the financial statements

STATEMENT OF NET POSITION (continued)

DEFERRED OUTFLOWS OF RESOURCES		
Advanced debt refunding - loss on refunding	$	111,434,804
Deferred outflows of resources related to pension		24,435,158
TOTAL DEFERRED OUTFLOWS OF RESOURCES		**135,869,962**
LIABILITIES		
Current Liabilities:		
Accounts payable:		
Other		38,295,605
State of Utah		5,826,591
Accrued liabilities, primarily payroll-related		6,551,808
Current portion of compensated absences		10,238,900
Current portion of accrued interest		4,381,335
Current portion of interlocal loan		1,545,000
Current portion of long-term debt		64,946,585
Accrued self-insurance liability		1,061,173
Unearned revenues:		
Other		11,025,626
State of Utah		48,232,481
Total Current Liabilities		**192,105,104**
Long-Term Liabilities:		
Long-term compensated absences		4,385,260
Long-term deposits		46,559
Long-term accrued interest		3,643,226
Interlocal loan		56,125,000
Long-term debt		2,290,265,031
Long-term net pension liability		90,642,486
Total Long-term Liabilities		**2,445,107,562**
TOTAL LIABILITIES		**2,637,212,666**
DEFERRED INFLOWS OF RESOURCES		
Advanced debt refunding - gain on refunding		5,538,748
Deferred inflows of resources related to pension		22,789,360
TOTAL DEFERRED INFLOWS OF RESOURCES		**28,328,108**
NET POSITION		
Net investment in capital assets		667,968,269
Restricted for:		
Debt service		16,941,517
Interlocal agreements		2,044,945
Self-insurance deposits		8,028,599
Unrestricted		331,437,253
TOTAL NET POSITION	$	**1,026,420,583**

Readers wanting additional information should refer to the notes to the financial statements

STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION

OPERATING REVENUES		
Passenger fares	$	28,510,458
Advertising		1,875,729
Total operating revenues		30,386,187
OPERATING EXPENSES		
Bus service		108,575,280
Rail service		94,943,238
Demand response service		27,083,173
Other service		3,587,718
Operations support		50,621,841
Administration		54,073,187
Depreciation		134,048,888
Total operating expenses		472,933,325
EXCESS OPERATING EXPENSES OVER OPERATING REVENUES		**(442,547,138)**
NON-OPERATING REVENUES (EXPENSES)		
Contributions from other governments (sales tax)		433,360,729
Federal operating grants		130,631,095
Investment income		1,432,026
Net gain on sale of capital assets		1,411,431
Other		9,822,657
Interest expense		(101,286,173)
Build America Bond subsidies		8,158,624
Net non-operating revenues		483,530,389
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS		**40,983,251**
CAPITAL CONTRIBUTIONS		
Federal grants		48,642,468
Local		19,545,348
Capital contribution		45,775
TOTAL CAPITAL CONTRIBUTIONS		**68,233,591**
CHANGE IN NET POSITION		**109,216,842**
Total Net Position, January 1		917,203,741
Total Net Position, December 31	$	1,026,420,583

Readers wanting additional information should refer to the notes to the financial statements

STATEMENT OF CASH FLOWS

Cash flows from operating activities:	
Passenger receipts	$ 26,360,852
Advertising receipts	3,222,176
Other receipts	9,822,657
Payments to vendors	(101,160,108)
Payments to employees	(160,667,641)
Employee benefits paid	(75,067,384)
Net cash used in operating activities	(297,489,448)
Cash flows from noncapital financing activities:	
Sales tax receipts	420,342,483
Federal operating/maintenance grants	143,468,591
Net cash provided by noncapital financing activities	563,811,074
Cash flows from capital and related financing activities:	
Contributions for capital projects	
Federal	32,311,468
Local	66,578,541
Proceeds from revenue bond escrow deposits	3,412,754
Payments of bonds	(39,165,000)
Payments on interlocal loan	(7,995,597)
Build America Bond subsidies received	8,158,624
Bond Interest payments	(107,604,181)
Proceeds from leases	32,019,500
Payment on leases	(7,814,261)
Purchases of capital assets	(128,759,974)
Proceeds from the sale of property	1,411,431
Net cash used in capital and related financing activities	(147,446,695)
Cash flows from investing activities:	
Interest on investments	1,343,660
Purchases of investments	6,120,980
Proceeds from the sales of investments	(137,643,381)
Net cash used in investing activities	(130,178,741)
Net change in cash and cash equivalents	(11,303,810)
Cash and cash equivalents at beginning of year	333,144,252
Cash and cash equivalents at end of year	$ 321,840,442

Readers wanting additional information should refer to the notes to the financial statements

STATEMENT OF CASH FLOWS (continued)

Reconciliation of Cash to the Statement of Net Position		
Cash and cash equivalents at year end from statement of cash flows	$	321,840,442
Cash as reported on the Statement of Net Position		
Cash and cash equivalents		190,968,233
Restricted cash and cash equivalents		
Bonds funds		16,941,517
Interlocal agreements		2,044,945
Escrow funds		102,795,975
Self-insurance deposits		9,089,772
Total cash and cash equivalents	$	321,840,442
Reconciliation of operating loss to net cash used in operating activities:		
Operating loss	$	(442,547,138)
Adjustments to reconcile operating loss to net cash used in operatiing activities:		
Depreciation		134,048,888
Other operating revenues		9,822,657
Changes in deferred outflow/inflow of resources and net pension liability:		
Deferred outflows of resources related to pension		(2,468,061)
Deferred inflows of resources related to pension		822,067
Net pension liability		(6,141,111)
Total changes in deferred outflow/inflow of resources and net pension liability		(7,787,105)
Changes in assets and liabilities:		
Accounts receivable - Other and State of Utah		(1,036,668)
Parts and supplies inventories		247,610
Prepaid expenses		202,889
Accounts payable - Other and State of Utah		12,210,260
Accrued liabilities		(2,884,350)
Unearned revenue		233,509
Total changes in assets and liabilities:		8,973,250
Net cash used in operating activities	$	(297,489,448)
Information about noncash investing, capital, and financing activities:		
Change in fair value of investments	$	51,879
Capital asset acquisitions in accounts payable		15,772,798
Payments from refunding escrows:		
2015A Non-Taxable Bonds in Escrow		397,275,000

Readers wanting additional information should refer to the notes to the financial statements

STATEMENT OF FIDUCIARY NET POSITION

	Pension and Other Employment Benefit Trust Funds
ASSETS	
Cash in Bank	$ 6,593,528
Cash in Utah State Treasury	1,057,161
Total Cash	7,650,689
Investments	
Global Equities	205,852,022
Fixed Income	73,221,266
Liquid Diversifiers	7,225,418
Real Assets	13,584,440
Money Market	13,440,201
Total Investments	313,323,347
Prepaid Benefits	1,454,872
Deposits	104,795
Receivables	-
Dividends Receivable	114
Accounts Receivable - Benefits	2,352
Accounts Receivable - Contributions	758,057
Total Receivables	760,523
TOTAL ASSETS	**323,294,226**
LIABILITIES	
Benefits Payable	16,944
Accounts Payable	2,213,084
TOTAL LIABILITIES	**2,230,028**
NET POSITION	
Restricted for:	
Pension	314,608,736
Benefits Other Than Pension	6,455,462
TOTAL NET POSITION	**$ 321,064,198**

Readers wanting additional information should refer to the notes to the financial statements and supplementary schedules

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

	Pension and Other Employment Benefit Trust Funds
ADDITIONS	
Employer Contributions	$ 45,485,487
Participant Voluntary Contributions	811,291
Total Contributions	46,296,778
Net Investment Income	
Net Appreciation in Fair Value of Investments	27,973,070
Interest	18,008
Dividends	1,509,174
Total Investment Income	29,500,252
Less: Investment Expense	660,644
Net Investment Income	28,839,608
TOTAL ADDITIONS	**75,136,386**
DEDUCTIONS	
Monthly Benefits Paid	33,494,571
Lump Sum Distributions	5,668,150
Administrative Expense	581,298
TOTAL DEDUCTIONS	**39,744,019**
CHANGE IN NET POSITION	**35,392,367**
Total Net Position, January 1	285,671,831
Total Net Position, December 31	$ 321,064,198

Readers wanting additional information should refer to the notes to the financial statements and supplementary schedules

NOTE 1 – DESCRIPTION OF THE AUTHORITY OPERATIONS AND DEFINITION OF THE ENTITY

A. Organization

The Utah Transit Authority, the "Authority", was incorporated on March 3, 1970 under authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The Authority's service area lies in the region commonly referred to as the Wasatch Front. The service area extends from the Wasatch Mountains on the east to the Great Salt Lake on the west, is approximately 100 miles long and 30 miles wide, and consists of an area of approximately 1,400 square miles that covers all or portions of six (6) principal counties (Box Elder, Davis, Salt Lake, Tooele, Utah and Weber). The service area also includes a small portion of Juab County.

The Authority's operations include commuter rail service from Ogden to Provo, light rail service in Salt Lake County, and bus service, paratransit service for the transit disabled, rideshare and vanpool programs system wide.

The Authority is governed by a three-member full-time board of trustees. The Governor appoints nominees from the three appointing districts within the UTA service territory to serve as trustees. The names of the nominees are then forwarded to the Senate for confirmation. Once confirmed, an appointee is sworn in as a trustee.

Utah Transit Authority also has a nine-member local advisory board. The local advisory board representation includes: three members appointed by the Salt Lake County council of governments; one member appointed by the Mayor of Salt Lake City; two members appointed by the Utah County council of governments; one member appointed by the Davis County council of governments; one member appointed by the Weber County council of governments; and one member appointed by the councils of governments of Tooele and Box Elder counties. Terms for local advisory board members are indefinite.

B. Reporting Entity

The accompanying financial statements include only the accounts and transactions of the Authority. Under the criteria specified in Statements No. 14 and No. 39, the Authority has two component units that are fiduciary funds in the financial statements.

1. The Joint Insurance Trust is for current employee benefit premium to be held in trust until premiums are paid for the union employees of the Authority. Financial statements are included in the supplementary schedules. Separate financial statements are not created.
2. The Utah Transit Authority Employee Retirement Plan is a post-employment pension plan for all employees of the Authority. Financial statements are included in the supplementary schedules. Separate financial statements are not created.

The Authority is considered a component unit of State of Utah.

These conclusions regarding the financial reporting entity are based on the concept of financial accountability. The Authority is accountable for a separate employee pension from the Utah State Retirement System and jointly administers a joint insurance trust with the collective bargaining group that represents active union employees. Additionally, the Authority has considered the provisions of GASB No. 39 which follows the concept of economic independence. The Authority does not raise or hold economic resources for the direct benefit of another governmental units. Also, other governments do not have the ability to access economic resources held by the Authority. This is evidenced by the fact that the Authority is a legally and fiscally separate and distinct organization under the provision of the Utah State Code.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Accounting

The Authority reports as a single enterprise fund and two additional fiduciary funds for its employee pension and joint insurance trust. These funds uses the accrual method of accounting and the economic resources measurement focus. Under this method, revenues are recognized when they are earned and expenses are recognized when they are incurred.

B. Standards for Reporting Purposes

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

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

C. Federal Operating Grants

Federal planning assistance, operating and preventive maintenance grants are received from the Federal Transit Administration (FTA) and are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met.

D. Federal Grants for Capital Expenditures

The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 50% to 93.7% of the cost of property, facilities and equipment acquired by the Authority through federal grants. Grant funds for capital expenditures are earned and recorded as capital contribution revenue when the capital expenditures are incurred, and eligibility requirements are met.

E. Classification of Revenues and Expenses

- *Operating revenues:* Operating revenues include activities that have the characteristics of exchange transactions such as passenger revenues and advertising revenues.
- *Operating expenses:* Operating expenses include payments to suppliers, employees, and third parties on behalf of employees and all payments that do not result from transactions defined as capital and related financing, non-capital financing, or investing activities.
- *Non-operating revenues:* Non-operating revenues include activities that have the characteristics of non-exchange transactions and other revenue sources that are defined as non-operating revenues by GASB Statement No. 9, *Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities That Use Proprietary Fund Accounting,* and GASB Statement No. 34. Examples of non-operating revenues would be the contributions from other governments (sales tax), federal grants and investment income.
- *Non-operating expenses:* Non-operating expenses include payments from transactions defined as capital and related financing, non-capital financing or investing activities.

F. Contributions from Other Governments

The counties and municipalities who receive transit services from the Authority have agreed to contribute a portion of sales tax to the Authority in exchange for service. These contributions are received by the Authority approximately 60 days after the collection of the sales tax, and as such are recorded as an accrual to revenue and receivable during that period.

Local Option Transportation Sales Tax in UTA's Service Area								
County	Mass Transit Tax (0.25% or 0.30%)*	Additional Mass Transit Tax (0.25%)	Mass Transit Fixed Guideway Tax (0.30%)	County Option Transportation Tax (0.25%)	County Airport, Highway, Public Transit Tax (0.10% or 0.25%)	4th Quarter (0.25%)	Supplemental State Sales & Use Tax (0.05%)	Local Option Transit (Up to 0.20%)
	1st "Quarter"	2nd "Quarter" Option	2nd "Quarter" Option	3rd "Quarter" Option	3rd "Quarter" Option	4th "Quarter"		5th "Quarter" (if all 4 Quarters imposed)
	MT UCA 59-12-2213	MA UCA 59-12-2214	MF UCA 59-12-2216	CT UCA 59-12-2217	HH UCA 59-12-2218	AT UCA 59-12-2219	SM UCA 59-12-2203	CP UCA 59-12-2220
Weber	0.25% (eligible for 0.30%)	0.25%	Ineligible	0.25%	Ineligible	0.25%	0.05%	Eligible
Davis	0.25% (eligible for 0.30%)	0.25%	Ineligible	0.25%	Ineligible	0.25%	0.05%	Eligible
Salt Lake	0.30%	0.25%	Ineligible	0.25%	Ineligible	0.25%	Ineligible	Eligible
Utah	0.25%	Ineligible	0.30%	Ineligible	0.25%	0.25%	Ineligible	Eligible
Tooele (six cities)	0.30%	Eligible	Ineligible	0.25%	Ineligible	0.25%	Ineligible	Currently ineligible
Box Elder (three cities)	0.30%	0.25%	Ineligible	Eligible	Ineligible	Eligible	Ineligible	Currently ineligible

Legend

- Eligible but hasn't been enacted yet, UTA has not received this tax
- Eligible but they've chosen not to give this tax to UTA, but instead contribute it for roads
- Ineligible
- Eligible & receiving this tax

The following percentage of sales have been authorized as Local Option Sales Tax and dedicated to support transit:

Salt Lake County	0.7875%
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.6300%
Tooele County	0.6500%

G. Cash and Investments

Cash and investments include cash on hand, demand deposits, and amounts invested in a repurchase agreement, a certificate of deposit and the Utah Public Treasurers' Investments Fund, including restricted cash equivalents. The Authority considers short-term investments with an original maturity of three (3) months or less to be cash equivalents (Note 3).

H. Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents are defined as funds restricted by legal requirement(s) outside of the Authority.

The Authority is required to place monthly deposits in trust for next year's principal and interest on the bonds and these funds are restricted per the bond covenants.	$ 16,938,274
The Authority is required to maintain certain accounts in connection with the issuance of bonds which are restricted per the bond covenants.	3,243
The Authority has entered interlocal agreement with Box Elder County to restrict a certain increment of sales taxes collected in their county for FrontRunner expansion to Box Elder.	2,044,945
The Authority has issued bonds and leases in 2018, 2019, and 2020 for projects that are not complete to date and has entered into interlocal agreement to establish escrow accounts for specific projects.	102,795,975
The Authority is required to maintain certain accounts in connection with being self-insured in the State of Utah.	9,089,772

I. Designated Cash and Cash Equivalents

Designated cash and cash equivalents are considered designated through action by the Authority's Board of Trustees and have no outside legal restrictions. Designations include funds to stabilize operations and debt service in the case of changing economic environments. The following amounts were considered designated by the Board of Trustees as of December 31 of the respective years:

General reserve	$ 65,368,000
Service sustainability reserve	10,895,000
Capital replacement reserve	45,645,000
Debt reduction reserve	30,000,000
Total designated cash and cash equivalents	$ 151,879,000

- *Designated for general reserves* – This component of cash including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Board has chosen to fund this reserve at eighteen percent (18%). The Treasurer will manage the use of

the funds in the general operating reserve. *(Utah Transit Authority Board Policy No. 2.1 Financial Management)*

- *Designated for service sustainability reserves* - This component of cash consists of three percent (3%) of the Authority's annual operating budget expenses for the purpose of preserving service levels when the Authority is facing a revenue shortfall or cost overrun due to extraordinary circumstances, such as an economic downturn or rapid rise in fuel prices or any combination of such events. The Board of Trustees must give its prior approval before funds in the bond reserve are used. *(Utah Transit Authority Board Policy No. 2.1 Financial Management)*

- *Designated for capital replacement reserves* – This component of cash consists of one percent (1%) of the property, facilities, and equipment cost as reported in the annual comprehensive financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used. *(Utah Transit Authority Board Policy No. 2.1 Financial Management)*

- *Designated for debt reduction reserves* – This component of cash consists of debt service savings from refunded bond issues. In April 2020, in accordance with the Board's Policy No. 2.1 – Financial Management, the Board reaffirmed continuing the debt reduction reserve and the primary purpose to be primarily early retirement of outstanding debt.

J. Investments

Cash in excess of operating requirements is invested by the Treasurer. The Authority's investments comply with the Utah Money Management Act.

K. Receivables

Receivables consist primarily of amounts due to the Authority from sales tax collections, federal grants, and local government partners, pass sales and investment income. Accounting reviews all receivables that age past 120 days and follows up on contract terms for payment. This minimizes credit risk exists related to these receivables and allows for no current provision for bad debts.

L. Parts and Supplies Inventories

Parts and supplies inventories are stated at the lower of cost (using the moving average cost method) or market. Inventories generally consist of fuel, lube oil, antifreeze and repair parts held for consumption. Inventories are expensed as used.

M. Capital Assets

Capital assets include land and land improvements, right of way, buildings and building improvements, infrastructure, vehicles, equipment, intangibles, as well as any leased capital assets in these categories. Capital assets, other than infrastructure and intangible software, are defined by UTA policy as asset with an initial, individual cost of $5,000 or more. Infrastructure capital assets are defined as assets with an initial, individual cost of $50,000 or more. Intangible software capital assets are defined as assets with an initial, individual software license cost of $10,000 or more, or $100,000 or more per software.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life, are not capitalized, but are charged to operating expense as incurred. Upon disposal of capital assets, the accounts are relieved of the related costs and accumulated depreciation, and the resulting gains or losses are reflected in the statement of revenues, expenses, and changes in net position.

Depreciation of capital assets is recorded using the straight-line method over the estimated useful lives of the assets.

Depreciable capital assets are assigned the following estimated useful lives:

	Years
Land improvements	10 to 20
Leased land improvements	50
Building and building improvements	20 to 50
Infrastructure	5 to 75
Revenue service vehicles	4 to 35
Leased revenue service vehicles	4 to 14
Equipment	4 to 20
Intangible assets	4 to 20

N. Amount Recoverable – Interlocal Agreement

In 2008, the Authority entered into an agreement with the Utah Department of Transportation (UDOT) which required the Authority to pay UDOT $15 million in 2008 and $15 million in 2009 for the rights to Salt Lake County's 2% of the 0.25% part 17 sales tax through the years 2045.

The Authority records such payments made to other entities for rights to future revenues as Amount Recoverable – Interlocal Agreement. This amount is amortized over the life of the agreement.

O. Other Assets

The Authority has entered into development agreements:

Thackeray Garn at South Jordan FrontRunner Station

$1.5 million of appraised land was transferred to the development for a percentage interest in future profits at the site.

STACK Real Estate at Jordan Valley TRAX Station
$8 million of proceeds from the first phase of the development was reinvested for a percentage interest in future profits at the site.

HPUTA East Village 3 LLC at Sandy TRAX Station
$1,580,316 of land value was added to the development agreement for a percentage interest in future profits at the site.

P. Compensated Absences

Vacation pay is accrued biweekly and charged to department's compensated absence expense as earned by employees.

Sick pay benefits are accrued biweekly by employees but are not considered compensable until an employee meets the requirements to vest in the pension. This typically occurs when an employee has 5 years of service and is at least 55 years of age. Compensated absences have a maximum for administration employees of 900 hours of sick, but there is no maximum number of hours for collectively bargained employees. Employees that do not retire at the end of their tenure at the Authority forfeit all sick leave, so compensated absences are reduced yearly to reflect those choices by employees.

Q. Risk Management

The Authority is exposed to various risks of loss related to torts; theft, damage, and destruction of assets; environmental matters; worker's compensation self-insurance; damage to property; and injuries to passengers and other individuals resulting from accidents, errors, and omissions.

Under the Governmental Immunity Act, the maximum statutory liability in any one accident is $3 million for incidents occurring after May 1, 2019. The Authority carries an excess umbrella policy of $10 million over a $7 million self-insurance reserve. The Authority has Railroad Liability Coverage of $100 million per annum with $5 million of risk retention. The Authority is self- insured for worker's compensation up to the amount of $1 million per incident and has excess insurance for claims over this amount. The Authority has insurance for errors and omissions and damage to property in excess of $100,000 per annum.

R. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Transit Authority Employee Retirement Plan and Trust ("the Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

S. Net Position

The Authority's net position is classified as follows:

- *Net investment in capital assets:* This component of net position consists of the Authority's total investment in capital assets, net of accumulated depreciation, reduced by the outstanding debt obligations related to those assets. To the extent debt has been incurred, but not yet expended for capital assets, such amounts are not included as a component of net investment in capital assets.

- *Restricted for debt service:* This component of net position consists of the amount restricted by bond covenants for debt service.

- *Restricted for interlocal agreement:* This component of net position consists of the amounts restricted by interlocal agreements with the municipalities of Willard, Perry and Brigham City in Box Elder County.

- *Self-insurance deposits:* This component of net position consists of the fund amount set aside for the Authority's self-insured programs.

- *Unrestricted:* This component of net position consists of that portion of net position that does not meet the definition of restricted or net investment in capital assets. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

T. Deferred Outflows of Resources

Deferred outflows of resources are reported in a separate section, immediately following assets in the Statement of Net Position. Deferred outflows of resources represent a consumption of resources that benefit future periods and will be recognized in future periods as an expense when they are used. The Authority has the following deferred outflows of resources:

- Deferred loss on refunding
- Deferred outflows of resources related to pensions

U. Deferred Inflows of Resources

Deferred inflows of resources are reported in a separate section, immediately following liabilities in the Statement of Net Position. Deferred inflows of resources represent an acquisition of resources that will be used in future periods and will be recognized in future periods as a revenue. The Authority has the following deferred inflows of resources:

- Deferred gain on refunding
- Deferred inflows of resources related to pensions

V. Implemented Accounting Pronouncements

GASB Statement 89
Accounting for Interest Cost Incurred before the End of a Construction Period
Takes effect for reporting periods beginning after December 15, 2020.
No effect on the Authority's financial statements as a result of adoption.

GASB Implementation Guide No. 2019-1
Took effect for FY 2021.
Revenue recognition for nonexchange (reimbursement grant) transactions cannot be recognized until grant agreement is fully executed. No effect on the Authority's financial statements as a result of adoption.

GASB Statement 93
Replacement of Interbank Offered Rates
Will take effect for FY 2022.
The Authority's will early implement because there is no agreement of the Authority that contain any reference to LIBOR. No effect on the Authority's financial statements as a result of adoption.

GASB Statement 98
The Annual Comprehensive Financial Report
Took effect for FY 2021.
The Authority's financial statements are now referred to as "The Annual Comprehensive Financial Report" or "ACFR."

GASB Statement 99
Omnibus 2022
The requirements in paragraph 26-32 are effective upon issue.
No effect on the Authority's financial statements as a result of adoption.

W. Future Accounting Pronouncements

GASB Statement 87
Leases
Takes effect for reporting periods beginning after June 15, 2021.
The Authority has not yet determined the impact of this statement on the financial statements.

GASB Statement 91
Conduit Debt Obligations
Takes effect for reporting periods beginning after December 15, 2021.
No expected effect on the Authority's financial statements.

GASB Implementation Guide No. 2019-3
Takes effect for reporting periods beginning after June 15, 2021.
No expected effect on the Authority's financial statements.

GASB Statement 92
Omnibus 2020
Takes effect for reporting periods beginning after June 15, 2021.
No expected effect on the Authority's financial statements.

GASB Statement 94
Public-Private and Public-Public Partnerships and Availability Payment Arrangements
Takes effect for reporting periods beginning after June 15, 2022.
No expected effect on the Authority's financial statements.

GASB Statement 96
Subscription-Based Information Technology Arrangements
Takes effect for reporting periods beginning after June 15, 2022
The Authority has not yet determined the impact of this statement on the financial statements.

GASB Statement 97
Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 deferred Compensations Plans
Takes effect for reporting periods beginning after June 15, 2021
No expected effect on the Authority's financial statements

GASB Statement 99
Omnibus 2022
The requirements in paragraph 11-25 are effective for fiscal years beginning after June 15, 2022. The requirements in paragraph 4-10 are effective for fiscal years beginning after June 15, 2023.
No expected effect on the Authority's financial statements for the remaining paragraphs.

NOTE 3 – CASH AND CASH EQUIVALENTS

Unrestricted Cash and Investments

Consisting of the following as of December 31, 2021:

Zions Bank	$ 36,412,425
Cash on Hand	252,825
Chase Lease Drawdown	3,698,072
Public Treasurers Investment Fund (PTIF)	150,604,911
Total Cash and Cash Equivalents	190,968,233
Chandler Investments	
US Agencies	18,307,643
Money Market	119,335,739
Zions Capital Advisors	
US Agencies	1,521,467
PTIF	33,820
Corporate Bonds	12,473,831
Total Investments	151,672,499
Total Unrestricted Cash and Investments	$342,640,732

Cash Deposits

All cash not on hand at the Authority is maintained in qualified public depositories.

Investments

Investments for the Authority are governed by the Utah Money Management Act *(Utah Code Annotated,* Title 51, Chapter 7, "the Act") and by rules of the Utah Money Management Council (the Council). Following are discussions of the Authority's exposure to various risks related to its cash management activities.

- *Custodial Credit Risk* - Custodial credit risk for deposits is the risk that in the event of a bank failure, the Authority's deposits may not be recovered. The Authority's policy for managing custodial credit risk is to adhere to the Act. The Act requires all deposits of the Authority to be in a *qualified depository,* defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Council.

  At December 31, 2021, the balance in the Authority's bank demand deposit accounts and certificate of deposit accounts according to the bank statements totaled $40,110,497 of which $250,000 was covered by Federal depository insurance.

- *Credit Risk* - Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. The Authority's policy for limiting the credit risk of investments is to comply with the Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's investor Service or Standard & Poor's; bankers acceptances; obligations of the U.S. treasury and U.S. government sponsored enterprise; bonds and notes of political subdivision of the state of Utah; fixed rate corporate obligations and variable rated securities rated "A" or higher by two nationally recognized statistical rating services as defined in the Act.

  The Authority is authorized to invest in the Utah Public Treasurers' Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The pooled investment fund is fixed-rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations. The PTIF is not registered with the SEC as an investment company and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to the participants on an amortized cost basis. The income, gains and losses, net of administration fees of the PTIF are allocated based upon the participants' average daily balances.

  Concentration of Credit Risk – To minimize credit risk, the Authority looks to diversify the investments with any one issuer. All corporate investments are less than 1% of the total investment and do not represent a concentration of credit risk to the portfolio as of December 31,2021.

Investment	Credit Quality (Rating)	Amount	Credit Exposure as a % of Total Investment
Corporate Bonds			
Apple Inc	AA+	$ 750,335	0.49%
Honeywell International	A	1,401,961	0.92%
Credit Suisse First Boston	A+	500,035	0.33%
BMW US Capital LLC	A	500,703	0.33%
United Parcel Service Inc	A-	750,602	0.49%
PNC Bank Na Pittsburgh PA	A	601,034	0.40%
Jackson National Life Global Funding	A	752,137	0.50%
Met Tower Global Funding	AA-	501,681	0.33%
Goldman Sachs Group Inc	BBB+	1,405,841	0.93%
Citigroup	BBB+	697,091	0.46%
Wells Fargo & Co	BBB+	399,235	0.26%
Truist Bank	A	1,005,317	0.66%
Toyota Motor Credit Corp	A+	500,060	0.33%
Daimler Finance North America	A-	1,351,395	0.89%

Canadian Imperial Bank	BBB+	1,356,404	0.89%
Subtotal Corporate Bonds		12,473,831	
US Agencies			
FHLB Maturity 11/07/2022	AAA	1,521,467	1.00%
Federal Farm Credit Banks Maturity 06/08/2023	AAA	3,090,018	2.04%
Federal Home Loan Banks Maturity 11/09/2023	AAA	3,087,352	2.04%
US Treasury Note Maturity 09/30/2025	AAA	3,026,125	2.00%
US Treasury Note Maturity 01/31/2026	AAA	3,023,188	1.99%
US Treasury Note Maturity 05/31/2026	AAA	3,036,295	2.00%
US Treasury Note Maturity 09/30/2026	AAA	3,044,665	2.01%
Subtotal US Agencies		19,829,110	
Total Corporate Bonds and US Agencies Investments		$ 32,302,941	21.30%

- *Interest Rate Risk* - Interest rate risk is the risk that changes in the interest rates will adversely affect the fair value of an investment. The Authority manages its exposure by strictly complying with its Investment Policy which complies with the Act. The Authority's policy relating to specific investment-related risk is to adhere to the Act. The Act requires that the remaining term to maturity of investments may not exceed the period of availability of the fund to be invested.

  - The following are the Authority's investment as of December 31, 2021:

Investments		Less than 1 year	1-3 years	Total
U.S. Agencies/Taxable US Govt Bonds	AAA	$ 1,521,467	$ 18,307,643	$ 19,829,110
Corporate Bonds	A+,A,A-,AA+,AA-,BBB+	6,356,126	6,117,705	12,473,831
Money Market/PTIF	Not Rated	119,369,558		119,369,558
		$ 127,247,151	$ 24,425,348	$ 151,672,499

- *Fair Value of Investments* – The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

  The three levels of the fair value hierarchy under GASB Statement 72 are described as follows:

  Level 1: Inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date. Examples of markets in which inputs might be observable include exchange markets, dealer markets, brokered markets and principal-to-principal markets.

  Level 2: Inputs include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are not active;
- Inputs other than quoted prices that are observable for the asset or liability such as:
    - Interest rates and yield curves observable at commonly quoted intervals
    - Implied volatilities
    - Credit spreads
- Market-corroborated inputs.

If the asset or liability has a specified (contractual) term, the Level 2 input is required to be observable for substantially the full term of the asset or liability.

Level 3: A government should develop Level 3 inputs using the best information available under the circumstances, which might include the government's own data. In developing unobservable inputs, a government may begin with its own data, but it should adjust those data if (a) reasonably available information indicates that other market participants would use different data or (b) there is something particular to the government that is not available to other market participants.

The Authority invests with Zions Capital Advisors, Chandler Investments, and the Utah Public Treasurers Investment Fund. All three of these organizations meet the requirements of the Utah Money Management Act. The following are the Authority's investment as of December 31, 2021 by organization and by fair value measurement:

		Fair Value Measurements		
	12/31/2021	Level 1	Level 2	Level 3
Zions Capital Advisors				
Agency	$ 1,521,467	$ -	$ 1,521,467	$ -
PTIF	33,820	33,820	-	-
Corporate	12,473,831	-	12,473,831	-
Chandler Investments				
Money Market	119,335,739	119,335,739	-	-
Agency	18,307,643	-	18,307,643	-
Total Investments by Fair Value Level	$ 151,672,499	$ 119,369,559	$ 32,302,940	$ -

NOTE 4 – CAPITAL ASSETS

	Balance 1/1/2021	Increases	Transfers	Decreases	Balance 12/31/2021
Capital assets not being depreciated					
Land	$ 410,537,405	$ 2,980,645	$ (2,175,101)	$ -	$ 411,342,949
Construction in Progress	137,936,777	138,735,679	-	(72,745,338)	203,927,118
Total capital assets not being depreciated	548,474,182	141,716,324	(2,175,101)	(72,745,338)	615,270,067
Capital assets being depreciated					
Land improvements	148,507,252	1,869,824	28,990,852	(880,440)	178,487,488
Leased Land Improvements	84,485,965	9,787,511	-	-	94,273,476
Buildings and Building Improvements	213,225,412	27,236,930	(28,813,036)	(7,738,263)	203,911,043
Infrastructure	2,500,620,104	12,316,260	-	(4,072,475)	2,508,863,889
Revenue Vehicles	752,974,669	69,467	5,250,476	(9,408,606)	748,886,006
Leased Revenue Vehicles	71,632,600	22,480,315	(6,145,629)	-	87,967,286
Equipment	66,536,885	3,387,930	717,337	(3,825,933)	66,816,219
Intangibles	54,745,003	1,815,023	2,175,101	(1,637,818)	57,097,309
Total capital assets being depreciated	3,892,727,890	78,963,260	2,175,101	(27,563,535)	3,946,302,716
Less: Accumulated depreciation					
Land Improvements	(82,838,296)	(4,709,998)	(10,575,274)	194,470	(97,929,098)
Leased Land Improvements	(4,858,293)	(2,289,328)	-	-	(7,147,621)
Buildings and Building Improvements	(101,935,425)	(3,895,015)	10,397,458	60,975	(95,372,007)
Infrastructure	(854,704,244)	(83,642,424)	-	3,873,395	(934,473,273)
Revenue Vehicles	(419,584,654)	(19,668,075)	(4,366,810)	9,212,405	(434,407,134)
Leased Revenue Vehicles	(19,944,113)	(8,215,889)	5,240,141	-	(22,919,861)
Equipment	(57,230,788)	(3,413,962)	(695,515)	3,820,344	(57,519,921)
Intangibles	(16,739,998)	(8,214,197)	-	1,108,495	(23,845,700)
Total accumulated depreciation	(1,557,835,811)	(134,048,888)	-	18,270,084	(1,673,614,615)
Capital assets being depreciated, net	2,334,892,079	(55,085,628)	2,175,101	(9,293,451)	2,272,688,101
Total capital assets, net	$ 2,883,366,261	$ 86,630,696	$ -	$ (82,038,789)	$ 2,887,958,168

Depreciation expense by mode that mirrors the Statement of Revenues, Expenses, and Changes in Net Position.

Depreciation Expense	
Bus service	$ 18,986,203
Rail service	105,802,693
Demand response service	4,644,905
Other service	4,615,086
	$134,048,888

Due to a change in Capital Asset Policy in 2018, UTA continues to make the asset transfers during each biennial inventory to ensure assets reflect the current definition. The net effect was a 20% increase in land improvements.

This amount is due to the continued clarification to classify capital assets accurately and in accordance to the updated Capital Asset Policy. UTA has clearly distinguished the difference between a Land Improvement and a Building Improvement or Equipment and updates capital assets created prior to 2018 as they are identified. This will ensure consistency in classification.

An impairment analysis was performed at the end of 2021 to identify any assets no longer being used for their intended purpose, out of service due to damage, or transit route changes. UTA also analyzed assets previously impaired and identified whether they still needed to remain impaired. An accumulated depreciation increases of $10,216,851 was recorded for assets out of service or not in use for an extended time-period over 1 year. Assets removed from the impairment list for the year include equipment that has been repaired to meet their intended use, the effect of these changes, reduced accumulated depreciation for $181,400. The effect on accumulated depreciation is shown below:

Impairment Accumulated Depreciation	
Vehicles Out of Service	$ (8,339,828)
Bus Shelters Not in Use	(13,847)
Building Not in Use	(384,378)
Commuter Rail Station Not in Use	(1,478,798)
Equipment Unimpaired	181,400
Net Effect on Accumulated Depreciation	$ (10,035,451)

NOTE 5 – FEDERAL FINANCIAL ASSISTANCE

The Authority receives a portion of its funding from the through the U.S. Department of Transportation's Federal Transit Administration (FTA) in the form of federal preventative maintenance, federal operating assistance, and federal capital assistance grants. The majority of these grants require the Authority to participate in the funding of the service and/or capital project. The FTA retains ownership in assets purchased with federal funds.

Operating assistance	
Federal preventive maintenance grants	$ 6,778,670
Federal operating assistance – CARES grant	90,268,322
Federal operating assistance – CRRSAA grant	33,584,103
	130,631,095
Capital projects	
Federal capital projects	48,642,468
Total federal assistance	$ 179,273,563

NOTE 6 – SELF-INSURANCE CLAIMS LIABILITY

Changes in the accrued claims liability in 2021, 2020 and 2019 were as follows:

	Beginning liability	Claims incurred and changes in estimates	Claim payments	Ending liability
2021	$ 1,017,333	$ 4,032,321	$ (3,988,481)	$ 1,061,173
2020	$ 862,650	$ 2,481,986	$ (2,327,303)	$ 1,017,333
2019	$ 1,155,787	$ 3,319,863	$ (3,613,000)	$ 862,650

There were no significant reductions in coverage from prior years. As show in the table above there were no instances in the past 3 years where settlements exceeded insurance coverage. Please refer to Note 2, Section Q for liability limits.

The Authority's Self-Insurance and Worker's Compensation plans are fully funded. Losses are charged to operations as incurred. The liability for unpaid losses for self-insurance is determined using case-basis evaluations. Claims liabilities include allocated loss adjustment expenses and are reported net of estimated claims. Due to limited historical experience of the Utah Transit Authority's Self-Insurance and Worker's Compensation, there exists a significant range of variability around the best estimate of the ultimate cost of setting all unpaid claims. Accordingly, the amount of the liability for unpaid losses and related liabilities and the related provisions included in financial statements may be more or less than the actual cost of settling all unpaid claims. Adjustments to claim liabilities are made annually, based on subsequent developments and experience, and are included in operations as made.

NOTE 7 – EMPLOYEE BENEFIT PLANS

A. General Information

Defined Compensation Plan

The 457 Deferred Compensation Plan is offered by the Authority to its employees. The plan was created in accordance with Internal Revenue Code Section 457. The plan is available to all employees on a voluntary basis and permits them to defer a portion of their salaries until future years. The Authority will match $2 for every $3 the employee contributes up to 2% of the employee's annual salary. In 2021 the Authority contributed $1,960,105. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries. As part of its fiduciary role, the Authority has an obligation of due care in selecting the third party administrators. In the opinion of management, the Authority has acted in a prudent manner and is not liable for losses that may arise from the administration of the plan. The Authority also has the right to change the amount of the employer match. The deferred compensation assets are held by third party plan administrators and are generally invested in money market funds, stock or bond mutual funds or guarantee funds as selected by the employee.

Defined Contribution Plan

The 401a Defined Contribution Plan is offered by the Authority to provide reasonable retirement security for select employees. The plan was created in accordance with Internal Revenue Code Section 401(a). The plan is available to the Board of Directors, the Executive Director, and the Chief Officer positions as an alternative to the Authority's current pension plan. The Authority will contribute 15.5% of the annual salary of each Trustee who has elected this option. In 2021 the Authority contributed $117,361. The deferred contribution plan is not available to employees until termination, retirement, death, or unforeseeable emergency.

All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries. As part of its fiduciary role, the Authority has an obligation of due care in selecting the third party administrators. In the opinion of management, the Authority has acted in a prudent manner and is not liable for losses that may arise from the administration of the plan. The Authority also has the right to change the amount of the employer match. The deferred compensation assets are held by third party plan administrators and are generally invested in money market funds, stock or bond mutual funds or guarantee funds as selected by the employee.

Retiree Medical Account

A Retiree Medical Account (RMA) is offered by the Authority to its employees. The plan was created in accordance with Internal Revenue Code Section 401(h). The plan is available to all collective bargaining employees at the start of employment and permits the Authority to contribute 1.33 hours of personal time per pay period to a defer tax account until retirement years. The Authority also allows the remaining employees at the end of their employment to create an account to defer taxes on their final pay out of unused sick leave upon retirement into a retiree medical account. In 2021 the Authority contributed $287,918. The deferred medical funds are not available to employees until termination, retirement, or death and can only be used for medical expenses with tax penalty.

All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries. As part of its fiduciary role, the Authority has an obligation of due care in selecting the third party administrators. In the opinion of management, the Authority has acted in a prudent manner and is not liable for losses that may arise from the administration of the plan. The Authority also has the right to change the amount contributed in the collective bargaining agreement (CBA). The funds are held by third party plan administrators and are generally invested in money market funds, stock or bond mutual funds or guarantee funds as selected by the employee.

Defined Benefit Plan

The Utah Transit Authority Employee Retirement Plan is a single employer non-contributory defined benefit pension plan which includes all employees of the Authority who are eligible and who have completed six months of service. The Plan is a qualified government plan and is not subject to all of the provisions of ERISA.

As a defined benefit pension plan, the Authority contributes such amounts as are necessary, on an actuarially-sound basis, to provide assets sufficient to meet the benefits to be paid. Required employee contributions were discontinued effective June 1, 1992. Participants may make voluntary contributions as described below. Interest on existing account balances is credited at 5% per year.

Although the Authority has not expressed any intention to do so, the Authority has the right under the Plan to discontinue its contributions at any time and to terminate the Plan. In the event the Plan terminates, the trustee will liquidate all assets of the Plan and will determine the value of the trust fund as of the next business day following the date of such termination. The trustee will allocate assets of the Plan among the participants and beneficiaries as required by law. As of February 2016, U.S. Bank began serving as the administrator and custodian of the Plan, with Cambridge Associates, LLC (CA) serving as a third-party investment manager.

B. Reporting

The Defined Benefit Plan is administered by the Pension Committee that consists of nine (9) members, seven (7) appointed by the Authority and two (2) appointed by the Amalgamated Transit Union Local 382 in accordance with a collective bargaining agreement. The members of the Pension Committee may (but need not) be participants in the Plan. In the absence of a Pension Committee, the Plan Administrator assumes the powers, duties and responsibilities of the Pension Committee with respect to the administration of the Plan.

C. Membership

The Plan's membership consisted of the following:

Active Participants	January 1, 2021
Fully Vested	1,542
Partially Vested	-
Not Vested	864
Inactive Participants Not Receiving Benefits	479
Retirees and Beneficiaries Receiving Benefits	776
Total	3,661

D. Benefit Terms

Retirement Benefits

Employees with five or more years of service are entitled to annual pension benefits beginning at normal retirement age 65, or any age with 37.5 years of service in the Plan.

For administration participants who began participating in the Plan prior to January 1, 1994, the annual benefit is based on a retirement benefit formula equal to:

- 2.3% of average compensation multiplied by the participant's years of service (not exceeding 20 years), plus
- 1.5% of the average compensation multiplied by the participant's years of service in excess of 20 years (but such excess not to exceed 9 years of service), plus
- 0.5% for one year plus 2.0% for years in excess of 30 years not to exceed 75% of average compensation.

For all other active participants, the annual benefit is based on a retirement benefit formula equal to:

- 2.0% of average compensation multiplied by the participant's years of service (not to exceed 37.5 years or 75% of average compensation)

Upon termination of employment, members may leave their retirement account intact for future benefits based on vesting qualification or withdraw the accumulated funds in their individual member account and forfeit service credits and rights to future benefits upon which the contributions were based.

If employees terminate employment before rendering three years of service, they forfeit the right to receive their non-vested accrued plan benefits.

Early Retirement Benefits

The Plan allows for early retirement benefits if the participant has not reached the age of 65 but is at least age 55 with a vested benefit. Benefits under early retirement are equal to the value of the accrued pension, if the participant had retired at the age of 65, reduced 5% per year if the payments begin before age 65.

Disability Benefits

The Plan allows for disability benefits. A member who becomes permanently disabled after 5 years of service will immediately receive the greater of the actuarially-reduced monthly accrued benefit or $90 per month, reduced by any Authority sponsored disability plans. Payment of the disability benefit ends at age 65.

Death Benefits

If a participant's death occurs before age 55, but after 5 years of service, the present value of the participant's accrued vested benefit is payable to the participant's beneficiary in the form of a single lump sum regardless of the amount.

If a participant's death occurs after age 55 and 5 years of service, the participant's beneficiary can elect to receive a benefit equal to the greater of:

1) A survivor's pension as if the participant had retired on the date before the death with a 100% joint and survivor annuity in effect, or
2) The present value of the survivor's pension, or
3) If a spouse of 2 or more years or a minor child, the participant's contribution with interest, plus 50% of the average compensation, payable in the form of a lump sum, or
4) A 10-year term certain.

A participant may elect a joint and survivor annuity with 100%, 75% or 50% to be continued to the beneficiary upon the death of the participant.

Lump Sum Distributions

Payment in a lump sum, regardless of amount, may be made with the participant's written consent. Effective September 1, 2012, a participant who has not previously received benefits may elect a partial lump sum payment with the remaining part to be paid in the same manner as the traditional annuity.

During 2021, 29 participants elected to receive their benefit in the form of lump sum distribution. Lump sum distributions collectively totaled $5,668,150. Individuals are removed from the Plan's membership if they choose to take all of their benefit as a lump sum distribution.

E. Contributions

Employer Contribution Requirements

Contributions are received from the Authority in the amount determined by the Pension Committee and approved by the Board of Trustees based on funding levels recommended by the Plan's actuary. The contribution rate for 2021 was 16.3% of employee salaries.

Participant Voluntary Contributions

A participant who is vested in the Plan may make voluntary contributions into the Plan, and transfer funds from the Employee 457 Deferred Compensation Plan, for the purpose of purchasing "permissive service credit" (as defined in Internal Revenue Code Section 415(N)(3)(A)), in the Plan. No more than 5 years of "permissive service credit" may be purchased. Any purchase of "permissive service credit" must be made in the final year of employment with the Authority.

F. Method of Accounting

The Plan prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, under which benefits and expenses are recognized when due and payable and revenues are recorded in the accounting period in which they are earned and become measureable in accordance with the terms of the Plan. Accordingly, the valuation of investments is shown at fair value and both realized and unrealized gains (losses) are included in net appreciation and depreciation in fair value of investments.

The plan reports in accordance with the requirements of GASB 67.

G. Pension Assets, Liabilities, Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Net pension liability

At December 31, 2021, the Authority reported a net pension liability of $90,642,486. The net pension liability was measured as of December 31, 2021 and was determined by an actuarial valuation as of January 1, 2021 and rolled-forward using updated procedures.

Date	Total Pension Liability	Plan Fiduciary Net Position	Employers Net Pension Liability/(Asset)	Plan Fiduciary Net Position as a Percentage of the Total Plan Liability	Projected Covered Payroll	Net Position Liability as a Percentage Of Covered Payroll
12/31/2021	$405,251,222	$314,608,736	$90,642,486	77.63%	$153,983,509	58.87%

Deferred outflows of resources and deferred inflows of resources

At December 31, 2021, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	2021	
	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$ (84,281)	$ 15,889,719
Change of Assumptions	(359,608)	8,545,439
Net difference between projected and actual earnings	(22,345,471)	-
Total	$ (22,789,360)	$ 24,435,158

Pension expense

Year ending December 31,	Amount
2022	$ 1,479,230
2023	(4,605,765)
2024	(639,704)
2025	2,054,226
2026	2,522,491
Thereafter	835,320
Total	$ 1,645,798

For the year ended December 31, 2021, the Authority recognized pension expense of $17,420,398. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Actuarial assumptions

The total pension liability in the January 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary Increases	5.40% per annum for the first five (5) years of employment; 3.40% per annum thereafter
Investment rate of return	6.75%, net of investment expenses
Mortality	RP-2014 Blue Collar Mortality Table, with MP-2014 Project Scale (Pre-retirement; Employee Table; Post-retirement Annuitant Table)
Bond Buyer General Obligation 20-Bond Municipal Bond Index	2.06%

The actuarial assumptions used in the January 1, 2021 valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2008. The measurement date is December 31, 2021.

There have been no changes in the assumptions or terms of the plan since the previous measurement date.

Discount rate

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed contribution rates as recommended by the Authority's Pension Committee and approved by the Board of Trustees. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive participants. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

In accordance with GASB 67 regarding the disclosure of the sensitivity of the net pension liability to changes in the discount rate, the table below presents the net pension liability using the discount rate of 6.75%, as well as what the net pension liability would be if it were calculated using a discount rate 1.00% lower (5.75%) or 1.00% higher (7.75%) than the current rate.

The following sensitivity analysis assumes rate volatility of plus and minus one percent of the discount rate of 6.75%.

	1% Decrease 5.75%	Current Discount Rate 6.75%	1% Increase 7.75%
Total pension liability	$ 461,360,555	$ 405,251,222	$ 356,017,452
Fiduciary net position	314,608,736	314,608,736	314,608,736
Net pension liability	146,751,819	90,642,486	41,408,716

Schedule of changes in total pension liability, plan fiduciary net position, and net pension liability

The following table shows the change to the total pension liability, the plan fiduciary net position, and the net pension liability during the year.

	Increase (Decrease		
	Total Pension Liability [a]	Plan Fiduciary Net Position [b]	Net Pension Liability [a]-[b]
Balances as of January 1, 2020	$ 376,688,506	$ 279,905,104	$ 96,783,402
Charges for the year			
Service cost	12,597,159	-	12,597,159
Interest on total pension liability	25,639,471	-	25,639,471
Differences between expected and actual experience	9,188,520	-	9,188,520
Changes of assumptions	-	-	-
Employer contributions	-	25,207,307	(25,207,307)
Member voluntary contributions	334,301	334,301	-
Net investment income	-	28,830,047	(28,830,047)
Benefit payments	(19,196,735)	(19,196,735)	
Administrative expenses	-	(471,288)	471,288
Balance as of December 31, 2021	$ 405,251,222	$ 314,608,736	$ 90,642,486

H. Investments

All Plan investments are stated at fair value. Most types of marketable or actively traded investments are priced by nationally known vendors. In the event that an investment is not priced by the primary vendor, the Custodian (US Bank) engages a secondary vendor or other source. See Note 4- Investments, Fair Value Measurements.

Purchases and sales are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investment Policy

The Pension Committee has adopted an Investment Policy Statement (IPS). The IPS is reviewed by the Pension Committee once a year, and was amended effective February 2016 to revise the asset classes. A normal weighting is now indicated for each asset class. The IPS was also amended to provide a list of prohibited investments.

In setting the long-term asset policy for the Plan, the Committee has opted to provide a minimum and maximum allowable allocation to the major asset classes. The aggregate exposure to each of the asset classes is to remain within the following ranges:

	Policy Allocation	
	Target Allocation	Long Term Expected Return
Global Equity	63%	51% - 75%
Liquid Diversifiers	10%	0% - 15%
Real Assets	4%	0% - 8%
Alternatives	22%	12% - 32%
Cash & Equivalents	1%	0% - 5%

Rate of Return

The long-term rate of return is selected by the Plan's Pension Committee after a review of the expected inflation and long term real returns, reflecting expected volatility and correlation. The assumption currently selected is 6.75% per annum, net of investment expenses.

I. Payment of Benefits

Benefit payments to participants are recorded upon distribution.

J. Administrative Expenses

Expenses for the administration of the Plan are budgeted and approved by the Pension Committee. Administrative expenses are paid from investment earnings. Plan expenses are paid from Plan assets. For the year ended December 31, 2021 the Plan paid $471,288 of administrative expenses.

K. Tax Status

The Plan operates under an exemption from federal income taxes pursuant to Section 501(a) of the Internal Revenue Code as a defined benefit plan.

L. Mutual Fund Asset Coverage

The Securities and Exchange Commission requires mutual fund companies to obtain fidelity bond coverage for the assets under their control. The bond coverage varies in amounts depending on the mutual fund.

M. Cash Deposits

Custodial credit risk for cash deposits is the risk in the event of a bank failure, the Plan's cash deposits may not be returned. The Federal Deposit Insurance Corporation (FDIC) insures up to $250,000 per depositor per institution. Cash deposits and account balances in excess of $250,000 are uninsured and uncollateralized.

The Plan considers short-term investments with an original maturity of 3 months or less to be cash equivalents.

Cash held in banking institution(s)	$ 507,681

N. Risks and Uncertainties

The Plan utilizes various investments which, in general are exposed to various risks such as interest rate risk, credit risk and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the financial statements.

O. Credit Risk

Credit risk for investments is in the risk that the counterparty to an investment will not fulfill its obligations.

The Plan's rated investments are show below.

Fixed Income:			
2021	$	73,221,266	AA/Aa Rated

P. Investment Interest Rate Risk

Investment interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The table below shows the maturities of the Plan's investments.

Fixed Inc funds:		
2021	$ 73,221,266	Average effective duration: 5.3 years Average effective maturity: 7.5 years

Q. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The following amounts represent 5% or more of the Plan's fiduciary net position and investments as of December 31, 2021 invested with any one organization.

Equity funds:	
Two Sigma Active US All Cap & Investments	$ 32,018,412
Fixed income:	
IR+M Core Bond Fund II	$ 26,468,445
iShares 7-10 Year Treasury Bond EFT	$ 25,915,020

The following are the Plan's investments as of December 31, 2021 measured at fair value:

	Investment Assets at Fair Value as of December 31, 2021 Level 1
Money Market Funds	$ 12,238,285
Global Equity	80,052,173
Liquid Diversifiers	-
Real Assets	10,461,393
Fixed Income	33,776,934
Total investments at Fair Value	$ 136,528,785

R. Net Asset Value per Share

The following tables provide additional disclosures concerning the investments measured at fair value based on NAV as of December 31, 2021.

	2021			
	Fair Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
Global Equities	$ 125,799,849	$ -	Daily	Daily
Liquid Diversifier	7,225,418	-	Daily	Daily
Real Assets	3,123,047	-	Daily	Daily
Fixed Income	39,444,332	-	Daily	Daily
Total	$ 175,592,646	$ -		

Global Equity – intended to provide capital appreciation, current income, and growth of income mostly through the ownership of public equities representing an ownership interest in a company. The objective for investment managers in this category is to exceed the results represented by the annualized return of the MSCI All Country World Index, net over annualized rolling three to five-year time periods.

Liquid Diversifiers – intend to provide the Fund with less directional equity exposure and less correlated returns to traditional asset class (i.e. equities and fixed income). These strategies may utilize multiple asset classes spanning across the capital structure of equity and det securities and they may also employ leverage, commodities, and derivatives. These investments will be made in managers with more liquid investment profiles through mutual funds or commingled vehicles.

Real Assets – intended to provide real return through investments which has inflation sensitive characteristics. Investments could include REITs, natural resource equities, MLPs, inflation linked bonds and commodities.

Fixed Income – intended to provide diversification and protection against downward moves in the equity market and serves as a deflation hedge and a predictable source of income. Weighted average duration of the allocation will be within 1 year of the Barclays Capital Aggregate Bond Index, as measured on a quarterly basis.

S. Actuarial Methods and Assumptions

Actuarial valuation of the Plan involves estimates of the reported amounts and assumptions about the probability of occurrence of events into the future. Examples include assumptions about future mortality and future salary increases. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The last experience study was performed for the five consecutive calendar years ending December 31, 2008.

- Actuarial Cost Method – Entry Age Normal
- Inflation – 2.30%
- Employer Annual Payroll Growth Including Inflation – 3.40%
- Salary Increases – 5.4% for the first five years of employment; 3.4% per annum thereafter
- Mortality – RP 2014 Blue Collar Mortality Table, with MP-2014 projection scale
- Investment Rate of Return – 6.75%, net of investment expenses
- Retirement Age – Table of rates by age and eligibility
- Cost of Living Adjustments – None
- Percent of Future Retirements Electing Lump Sum – 20%

T. Target Allocations

The long-term rate of return is selected by the Plan's Pension Committee after a review of expected inflation and long-term real returns, reflecting expected volatility and correlation. Best estimates of the compound nominal rates of return for each major asset class included in the Plan's target asset allocations as of December 31, 2021, is summarized in the table below.

Asset Class	Target Asset Allocation	Long Term Expected Return
Global Equities	63%	6.8%
Fixed Income	22%	2.7%
Liquid Diversifiers	10%	3.4%
Real Assets	4%	5.1%
Cash & Equivalents	1%	1.6%
Total	100%	5.4%

The 6.75% assumed investment rate of return is comprised of an inflation rate of 2.40% and a real return of 4.35% net of investment expense.

U. Discount Rate and Rate Sensitivity Analysis

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that contributions will be made based on the actuarially determined rates. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all the projected future benefit payments of current Plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

V. Employer Contribution Requirements

The Authority's contribution rate consists of (1) an amount for normal cost, the estimated amount necessary to finance benefits earned by participants during the current year, and (2) an amount for amortization of the unfunded or excess funded actuarial accrued liability over the service life of the vested participants in preparation for the Authority's adoption of GASB 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*. The rates are determined using the entry age actuarial cost method.

SCHEDULE OF FIDUCIARY NET POSITION

	UTA Employee Retirement and Trust
ASSETS	
Cash in Bank	$ 507,681
Investments	
Global Equities	205,852,022
Fixed Income	73,221,266
Liquid Diversifiers	7,225,418
Real Assets	13,584,440
Money Market	12,238,285
Total Investments	312,121,431
Prepaid Benefits	1,454,872
Receivables	
Dividends Receivable	114
Accounts Receivable - Benefits	2,352
Accounts Receivable - Contributions	539,230
Total Receivables	541,696
TOTAL ASSETS	**314,625,680**
LIABILITIES	
Benefits Payable	16,944
TOTAL LIABILITIES	**16,944**
NET POSITION	
Restricted for Pension	**$ 314,608,736**

SCHEDULE OF CHANGES IN FIDUCIARY NET POSITION

	UTA Employee Retirement and Trust
ADDITIONS	
Employer Contributions	$ 25,207,307
Participant Voluntary Contributions	334,301
Total Contributions	25,541,608
Net Investment Income	
Net Appreciation in Fair Value of Investments	27,977,813
Interest	3,704
Dividends	1,509,174
Total Investment Income	29,490,691
Less: Investment Expense	660,644
Net Investment Income	28,830,047
TOTAL ADDITIONS	**54,371,655**
DEDUCTIONS	
Monthly Benefits Paid	13,528,585
Lump Sum Distributions	5,668,150
Administrative Expense	471,288
TOTAL DEDUCTIONS	**19,668,023**
CHANGE IN NET POSITION	**34,703,632**
Total Net Position (Restricted), January 1	279,905,104
Total Net Position (Restricted), December 31	$ 314,608,736

NOTE 8 – JOINT INSURANCE TRUST

A) General Information

The Union and the Authority have agreed on February 1, 1989 that specific amounts of money paid for insurance benefit purposes for the union members be controlled by a trust. The trust should also control any additional amounts paid by the union member shall be deposited in same agreed upon trust account.

B) Reporting Entity

The trust is administered by the Joint Insurance Committee that consists of seven (7) members, one (1) neutral member agreed upon by the Union and the Authority, three (3) appointed by the Amalgamated Transit Union Local 382 in accordance with a collective bargaining agreement and three members of staff appointed by the Authority. The members of the Joint Insurance Committee may (but need not) be participants in the trust.

C) Membership

The Plan's membership consisted of:

	December 31, 2021
Active participants	1,352
Inactive participants not receiving benefits	182
Total	1,534

D) Benefit Terms

Insurance Benefits

The Amalgamated Transit Union (ATU) and the Authority have established, through various collectively bargaining agreements, provisions for payment of medical, dental, vision, life, accident, and short-term disability insurances.

E) Contributions

Employer Contribution Requirements

Contributions from the Authority are determined by based on the current collective bargaining agreement.

Participant Matching Contributions

A participant is an employee of the Authority who is eligible for insurance benefits under the collective bargaining agreement or is eligible for Consolidated Omnibus Budget Reconciliation Act (COBRA). Certain insurance plans in the trust require participants to pay a portion of the premiums or all of the premium to participate.

F) Method of Accounting

The Plan prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, under which benefits and expenses are recognized when due and payable and revenues are recorded in the accounting period in which they are earned. Accordingly, the valuation of investments is shown at fair value and both realized and unrealized gains (losses) are included in net appreciation and depreciation in fair value of investments.

SCHEDULE OF FIDUCIARY NET POSITION

	Joint Insurance Trust
ASSETS	
Cash in Bank	$ 6,085,847
Cash in Utah State Treasury	1,057,161
Total Cash	7,143,008
Investments	1,201,916
Deposits	104,795
Receivables	218,827
TOTAL ASSETS	**8,668,546**
LIABILITIES	
Accounts Payable	2,213,084
TOTAL LIABILITIES	**2,213,084**
NET POSITION	
Restricted for Benefits Other than Pension	**6,455,462**

SCHEDULE OF CHANGES IN FIDUCIARY NET POSITION

	Joint Insurance Trust
ADDITIONS	
Employer Contributions	$ 20,278,180
Participant Voluntary Contributions	476,990
Total Contributions	20,755,170
Net Investment Income	
Net Appreciation in Fair Value of Investments	(4,743)
Interest	14,304
Total Investment Income	9,561
TOTAL ADDITIONS	**20,764,731**
DEDUCTIONS	
Monthly Benefits Paid	19,965,986
Administrative Expense	110,010
TOTAL DEDUCTIONS	**20,075,996**
CHANGE IN NET POSITION	**688,735**
Total Net Position (Restricted), January 1	5,766,727
Total Net Position (Restricted), December 31	$ 6,455,462

NOTE 9 – LIABILITIES

The Authority issues revenue, capital interest, and capital appreciation bonds along with financing leases in order to provide funding for long-term capital improvements and acquisitions of capital assets. In some instances the full faith and credit of the Authority are pledged to secure the debt, while some are limited to pledge revenues stated in the bond. Leasehold interests in the vehicle being financed act as security for financing lease agreements.

Related to bonds, the Authority's interest payments are typically semiannual on June 15th and December 15th. Interest expense is accrued for the 16 remaining days of December as part of accrued interest. In 2019, Utah County and the Authority agreed a new 4th quarter cent sales tax in Utah County for transit would be exclusively used to repay any obligation be accrued by the Authority related to the Utah Valley Express bus route.

In addition, the Authority has long term obligations related to compensate absences which represent obligations to employees for unused vacation leave balances or guaranteed health saving account contributions at retirement for unused sick leave balances. General revenues are used to liquidate compensated absence balances and other long-term obligations.

In the event of default, the Trustee for the bonds may pursue any available remedy by suit at law on in equity to enforce the payment of the principal of, premium, in any, and interest on the Bonds the Outstanding or to enforce any obligations of the Authority. However, the Authority's obligations with respect to the Bonds are limited to Pledged Revenues. (Amended and Restated General Indenture of Trust, dated September 1, 2002)

For those debts for which collateral or a leasehold interest has been pledged, the most likely remedy in the event of default would be though other possible remedies include acceleration of all unpaid payments on the debt, possession of pledged property by the debtor, and any necessary legal actions against the Authority to cure the default. (The Authority's Current Standard Lease Purchase Agreement Language)

On November 10, 2021, the Authority issued $431,625,000 in Senior Sales Tax Revenue Bonds and $16,220,000 in Subordinate Sales Tax Revenue Bonds to provide resources to purchase qualifying open market securities which were placed in an irrevocable trust for the purpose of generating resources for the advanced refunding of certain 2015A Senior and Subordinate Revenue Bonds. As a result, the refunded bonds are considered defeased and a portion of liability for those bonds have been removed. The transaction partial refunding resulted in a reduction of total debt service requirements by $20,338,129 which resulted in an economic gain of $20,154,295. Interest on the prior bonds ranged from 4-5 percent depending on repayment year. Interest rates on the refunded amounts ranges from 0.347 percent to 2.989 percent in the new bonds.

In prior years, the Authority has refunded certain bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the refunded bonds. The amount placed in trust due to the 2021 refunding was $383,130,000 and $14,145,000 for the senior and subordinate 2015 revenue bond liens, respectively. Accordingly, the trust account assets and the liability for the refunded bonds are not included in the Authority's financial statements.

	Amount Outstanding	Amount Due Within One Year	Accrued Interest	Amount of Collateral
Direct borrowings:				
Inter-local Loan:				
On December 22, 2016, Utah County issued a $65 million Subordinated Transportation Sales Tax Revenue Bond to be used for the construction of the Utah Valley Express bus route. The Authority and Utah County have entered into an inter-local agreement that requires the Authority to reimburse Utah County for all bond costs (principal, interest, and cost of issuance) prior to December 31, 2028. In 2021, the Authority will remit $2,649,245.50 to Utah County for repayment of prior design cost incurred by Utah County, $3,460,616 of principal on variable rate loan for first year operations of route, and $199,480.44 of interest on the variable rate loan per the terms of Utah County 4th Quarter Cent Sales Tax Interlocal Agreement. As of November 2021, UTA only owes the remaining bond principal and interest on the 2016 Utah County Subordinated Transportation Sales Tax Revenue Bond.	$ 57,670,000	$ 1,545,000	$ 381,103	$ -
Subtotal: Direct borrowings - Inter-local loans:	**$ 57,670,000**	**$ 1,545,000**	**$ 381,103**	**$ -**
Financing Leases:				
$5,283,500 12-Year Financing Lease, Series 2015, issued July 17, 2015, maturing monthly from August 17, 2015 through July 17, 2027, with interest payable monthly at rate of 2.0908%. A leasehold interest in 10 CNG buses and equipment is pledged as security for the debt.	$ 2,623,318	$ 447,639	$ -	$ 2,447,216
$2,480,000 12-Year Financing Lease, Series 2016, issued September 27, 2016, maturing monthly from October 27, 2016 through September 27, 2028, with interest payable monthly at rate of 1.6322%. A leasehold interest in 5 ski buses and equipment is pledged as security for the debt.	1,454,440	205,500	-	1,384,545
$24,390,000 12-Year Financing Lease, Series 2017, issued November 30, 2017, maturing monthly from December 31, 2017 through November 30, 2029, with interest payable monthly at rate of 2.2440%. A leasehold interest in 47 buses and equipment is pledged as security for the debt.	16,815,605	1,963,077	-	16,603,356
$1,444,000 5-Year Financing Lease, Series 2017, issued November 30, 2017, maturing monthly from December 31, 2017 through November 30, 2022, with interest payable monthly at rate of 1.8200%. A leasehold interest in 33 FLEX/Paratransit vehicles and equipment is pledged as security for the debt.	274,656	274,656	-	614,001
$12,496,000 12-Year Financing Lease, Series 2018, issued November 28, 2018, maturing monthly from December 28, 2018 through November 30, 2030, with interest payable monthly at rate of 3.2950%. A leasehold interest in 24 buses, 2 trolleys, and their associated equipment is pledged as security for the debt.	9,740,074	955,557	-	9,440,403
$381,000 5-Year Financing Lease, Series 2018, issued November 28, 2018, maturing monthly from December 28, 2018 through November 30, 2023, with interest payable monthly at rate of 3.0570%. A leasehold interest in 36 FLEX/Paratransit vehicles and equipment is pledged as security for the debt.	152,962	78,689	-	157,342
$1,500,000 4-Year Financing Lease, Series 2018, issued November 28, 2018, maturing monthly from December 28, 2018 through November 30, 2022, with interest payable monthly at rate of 3.0220%. A leasehold interest in 60 RideShare vans is pledged as security for the debt.	343,341	343,341	-	442,787
$5,190,000 12-Year Financing Lease, Series 2019, issued August 8, 2019, maturing monthly from September 8, 2019 through August 8, 2031, with interest payable monthly at rate of 2.2200%. A leasehold interest in 10 buses and equipment is pledged as security for the debt.	4,285,989	401,986	-	3,877,555
$2,730,000 5-Year Financing Lease, Series 2019, issued August 8, 2019, maturing monthly from September 8, 2019 through August 8, 2024, with interest payable monthly at rate of 1.9100%. A leasehold interest in 30 FLEX/Paratransit vehicles and equipment is pledged as security for the debt.	1,488,378	549,284	-	1,646,349
$1,960,000 4-Year Financing Lease, Series 2019, issued August 8, 2019, maturing monthly from September 8, 2019 through August 8, 2023, with interest payable monthly at rate of 1.9100%. A leasehold interest in 52 RideShare vans is pledged as security for the debt.	787,758	469,645	-	814,965
$9,530,000 14-Year Financing Lease, Series 2020, issued December 5, 2020, maturing monthly from January 3rd, 2021 through December 3, 2034, with interest payable monthly at rate of 1.5050%. A leasehold interest in 20 buses and equipment is pledged as security for the debt.	8,921,712	618,685	-	8,221,679

	Amount Outstanding	Amount Due Within One Year	Accrued Interest	Amount of Collateral
$3,060,000 6-Year Financing Lease, Series 2020, issued December 5, 2020, maturing monthly from January 3, 2021 through December 3, 2026, with interest payable monthly at rate of .88%. A leasehold interest in 25 Flex/Paratransit vehicles and 35 RideShare vans and equipment is pledged as security for the debt.	2,560,784	503,627	-	2,184,211
$28,160,000 14-Year Financing Lease, Series 2021, issued December 28, 2021, maturing monthly from January 28th, 2022 through December 28, 2035, with interest payable monthly at rate of 1.855%. A leasehold interest in 50 buses and equipment is pledged as security for the debt.	28,160,000	1,778,150	-	17,049,747
$3,859,500 6-Year Financing Lease, Series 2021, issued December 28, 2021, maturing monthly from January 28, 2022 through December 28, 2027, with interest payable monthly at rate of 1.35%. A leasehold interest in 27 Flex/Paratransit vehicles and 35 RideShare vans and equipment is pledged as security for the debt.	3,859,500	621,749	-	-
Subtotal: Direct borrowings - Financing Leases:	**$ 81,468,517**	**$ 9,211,585**	**$ -**	**$ 64,884,156**
Total Direct borrowings:	**$ 139,138,517**	**$ 10,756,585**	**$ 381,103**	**$ 64,884,156**
Other Related Debt:				
Revenue Bonds				
$20,630,000 Senior Revenue bonds, Series 2005A, issued August 10, 2005, maturing annually from June 15, 2005 through June 15, 2022, with interest payable semiannually at rates from 3.25-5.25%.	$ 1,915,000	$ 1,915,000	$ 4,189	$ -
$134,650,000 Senior Revenue bonds, Series 2006C, issued October 24, 2006, maturing annually from June 15, 2007 through June 15, 2032, with interest payable semiannually at rates from 5.00% - 5.25%	90,825,000	6,265,000	198,680	-
$700,000,000 Senior Revenue bonds, Series 2008A, issued April 10, 2008, maturing annually from December 15, 2008 through June 15, 2038, with interest payable semiannually at rates from 4.75-5.25%	48,410,000	23,570,000	105,897	-
$668,655,000 Senior Revenue bonds, Series 2015A, issued February 25, 2015, maturing annually from June 15, 2015 through June 15, 2025, with interest payable semiannually at rates from 4.384-4.895%.	78,855,000	-	159,163	-
$192,005,000 Subordinate Revenue bonds, Series 2015A, issued February 25, 2015, maturing annually from June 15, 2015 through June 15, 2026, with interest payable semiannually at rates of 5.00%.	44,035,000	8,875,000	91,740	-
$126,780,000 Subordinate Revenue bonds, Series 2016, issued August 24,2016, maturing annually from December 15, 2016 through December 15, 2031, with interest payable semiannually at rates from 3.00 - 4.00%.	126,780,000	-	191,763	-
$83,765,000 Senior Revenue bonds, Series 2018, issued March 15, 2018, maturing annually from June 15, 2018 through December 15, 2036, with interest payable semiannually at rates from 3.722 - 5.00%.	82,265,000	-	147,392	-
$115,540,000 Subordiate Revenue bonds, Series 2018, issued March 15, 2018, maturing annually from June 15, 2018 through December 15, 2041 with interest payable semiannually at rates from 3.125-5.00%.	109,800,000	3,395,000	205,381	-
$61,830,000 Senior Revenue bonds, Series 2019A, issued November 26, 2019, maturing annually from June 15, 2020 through December 15, 2044, with interest payable semiannually at rates from 3.00-5.00%.	61,830,000	-	104,579	-
$188,810,000 Senior Revenue bonds, Series 2019B, issued November 26, 2019, maturing annually from June 15, 2020 through December 15, 2042, with interest payable semiannually at a rate of 3.443%.	188,810,000	-	270,864	-
$59,070,000 Subordinate Revenue bonds, Series 2019B, issued November 26, 2019, maturing annually from June 15, 2020 through December 15, 2042, with interest payable semiannually at rates from 3.393-3.643%.	59,070,000	-	87,851	-
$216,650,000 Taxable Senior Lien Sales Tax Revenue bonds, Series 2020, issued March 19, 2020, maturing annually from June 15, 2020 through December 15, 2038, with interest payable semiannually at rates from .937-2.774%.	207,280,000	4,130,000	194,585	-

	Amount Outstanding	Amount Due Within One Year	Accrued Interest	Amount of Collateral
$74,750,000 Subordinate Revenue bonds, Series 2020B, issued November 12,2020, maturing annually from June 15, 2021 through December 15, 2039, with interest payable semiannually at rates from 2.375-2.97%.	74,750,000	-	90,177	-
$431,625,000 Senior Revenue bonds, Series 2021A, issued November 10, 2021, maturing annually from June 15, 2022 through December 15, 2036, with interest payable semiannually at a rate from .0347 to 2.589%.	431,625,000	7,385,000	745,210	-
$16,220,000 Subordinate Revenue bonds, Series 2021A, issued November 10, 2021, maturing annually from June 15, 2022 through December 15, 2037, with interest payable semiannually at a rate from 0.547 to 2.989%.	16,220,000	200,000	39,092	-
Subtotal: Other Related Debt - Revenue Bonds:	**$ 1,622,470,000**	**$ 55,735,000**	**$ 2,636,563**	**$ -**
Current Interest Bonds				
$128,795,000 Subordinate Current Interest Debt, Series 2007A, issued June 19, 2007, maturing annually from December 15, 2007 through June 15, 2035, with interest payable semiannually at a rate of 5.00%.	$ 115,895,000	$ -	$ 241,448	$ -
Subtotal: Other Related Debt - Current Interest Bonds:	**$ 115,895,000**	**$ -**	**$ 241,448**	**$ -**
Build America Bonds				
$261,450,000 Senior Debt, Series 2009B, issued May 21, 2009, maturing annually from December 15, 2009 through June 15, 2029, with interest payable semiannually at a rate of 5.937%. The authority elected to treat the 2009B bonds as "Build America Bonds" for the purpose of the American Recovery and Investment Act of 2009 (the Recovery Act) and to receive a cash subsidy from the United States Treasury in connction therewith. Pursuant to the Recovery Act, the Authority anticipates cash subsidy payments from the United States Treasury equal to 35% less sequestration ($5,123,131) of the interest payable on the 2009B bonds.	261,450,000	-	646,762	
$200,000,000 Subordinate Debt, Series 2010A, issued October 20, 2010, maturing annually from June 15, 2011 through June 15, 2040, with interest payable semiannually at a rate of 5.705%. The authority elected to treat the 2010A bonds as "Build America Bonds" for the purpose of the American Recovery and Investment Act of 2009 (the Recovery Act) and to receive a cash subsidy from the United States Treasury in connction therewith. Pursuant to the Recovery Act, the Authority anticipates cash subsidy payments from the United States Treasury equal to 35% less sequestration ($3,765,871) of the interest payable on the 2010A bonds.	200,000,000	-	475,417	-
Subtotal: Other Related Debt - Build America Bonds:	**$ 461,450,000**	**$ -**	**$ 1,122,179**	**$ -**
Captial Appreciation Bonds				
$18,911,498 Capital Appreciation Subordiate Debt, Series 2016, issued August 24, 2016, maturing December 15, 2032 at a rate of 3.32%	18,911,498	-	3,643,226	-
Subtotal: Other Related Debt - Capital Appreciation Bond:	**$ 18,911,498**	**$ -**	**$ 3,643,226**	**$ -**
Total Other Related Debt:	**$ 2,218,726,498**	**$ 55,735,000**	**$ 7,643,416**	**$ -**

DIRECT BORROWINGS

Beginning in 2015, UTA has secured capital leases annually for the purchase of buses, paratransit vehicles and vanpool commuter vans. The Capital Lease Agreements from 2015 through 2019 were secured from Banc of America Public Capital Corporation and the Capital Lease Agreement from 2020 through 2021 were secured through JP Morgan Chase Bank.

On December 22, 2016, Utah County issued a $65 million Subordinated Transportation Sales Tax Revenue Bond to be used for the construction of the Utah Valley Express bus route. The Authority and Utah County have entered into an inter-local agreement that requires the Authority to reimburse Utah County for all bond costs (principal, interest, and cost of issuance) prior to December 31, 2028.

Annual repayment requirements on the Direct Borrowings are:

Inter-local Loan

Year ending December 31,	Principal	Interest	Total
2022	$ 1,545,000	$ 1,829,292	$ 3,374,292
2023	1,595,000	1,780,285	3,375,285
2024	1,645,000	1,729,692	3,374,692
2025	1,700,000	1,677,512	3,377,512
2026	1,750,000	1,623,588	3,373,588
2027-2029	49,435,000	4,530,568	53,965,568

Leases

Year ending December 31,	Principal	Interest	Total
2022	$ 9,211,585	$ 1,597,119	$ 10,808,704
2023	8,603,278	1,412,655	10,015,933
2024	8,188,797	1,240,354	9,429,151
2025	7,971,697	1,075,508	9,047,205
2026	8,135,242	911,962	9,047,204
2027-2031	28,316,951	2,307,377	30,624,328
2032-2035	11,040,967	396,442	11,437,409

OTHER RELATED DEBT

The Sales Tax Revenue Bonds are payable from and secured by UTA's sales and use tax revenue. UTA is require to maintain certain minimum deposits, as defined in the Indenture of Trust, to meet debt service requirements. Sales Tax Revenue Bonds debt service requirements to maturity are as follows:

Year ending December 31,	Principal	Interest	Total
2022	$ 55,735,000	$ 86,212,420	$ 141,947,420
2023	67,770,000	82,723,454	150,493,454
2024	70,675,000	79,816,906	150,491,906
2025	75,675,000	76,751,163	152,426,163
2026	78,095,000	74,338,438	152,433,438
2027-2031	475,300,000	334,330,442	809,630,442
2032-2036	562,366,498	256,693,314	819,059,812
2037-2041	684,050,000	111,431,192	795,481,192
2042-2044	149,060,000	5,506,073	154,566,073

Changes in Debt Long-Term Liabilities

Long-term debt liability activity for the year ended December 31, 2021 was as follows:

	Balance 1/1/2021	Additions	Reductions	Balance 12/31/2021	Due Within One Year
Direct Borrowings					
Financing Lease Agreements	$57,263,278	$32,019,500	$(7,814,261)	$81,486,517	$9,211,585
Inter-local Loan	65,665,597	-	(7,995,597)	57,670,000	1,545,000
Total Direct Borrowings	122,928,875	32,019,500	(15,809,858)	139,138,517	10,756,585

	Balance 1/1/2021	Additions	Reductions	Balance 12/31/2021	Due Within One Year
Other Related Debt					
Sales Tax Revenue Bonds	1,611,065,000	447,845,000	(436,440,000)	1,622,470,000	55,735,000
Current Interest Bonds	115,895,000	-	-	115,895,000	-
Build America Bonds	461,450,000	-	-	461,450,000	-
Capital Appreciation Bonds	18,911,498	-	-	18,911,498	-
Issuance premiums/(discounts)	117,041,243	(54,286,799)	(7,737,843)	55,016,601	-
Total Other Related Debt	2,324,362,741	393,558,201	(444,177,843)	2,273,743,099	55,735,000
Total long-term debt liabilities	$2,447,291,616	$425,577,701	$(459,987,701)	$2,412,881,616	$66,491,585

Compensated Absences	Balance 1/1/2021	Additions	Reductions	Balance 12/31/2021	Due Within One Year
Total Vacation Liability	$9,080,232	$11,362,139	$(11,212,470)	$9,229,901	$9,012,182
Total Sick Liability	5,257,875	722,061	(585,677)	5,394,259	1,226,718
Total Compensated Absences	$14,338,107	$12,084,200	$(11,798,147)	$14,624,160	$10,238,900

NOTE 10 – COMMITMENTS AND CONTINGENCIES

The Authority is a defendant in various matters of litigation and has other claims pending as a result of activities in the ordinary courses of business. Management and legal counsel believe that by reason of meritorious defense, by insurance coverage or statutory limitations, these contingencies will not result in a significant liability to the Authority in excess of the amounts provided as accrued self-insurance liability in the accompanying financial statements.

As of December 31, 2021, the Authority also has purchasing commitments of $299.8 million for capital projects that will be funded through a combination of debt, grants, and other revenue. The largest of these commitments are as follows:

- $55.1 million Ogden-Weber State University Bus Rapid Transit
- $35.1 million Depot District
- $27.2 million Volkswagen Settlement Bus Replacements
- $26.8 million Traction Power Rehabilitation and Replacement
- $26.2 million Bus Replacements
- $25.1 million Grade Crossing Rehabilitation and Replacement
- $17.6 million Light Rail Overhaul
- $17.0 million Train Control Rehabilitation and Replacement
- $14.9 million TIGER Grant Projects
- $12.5 million Point of the Mountain Project
- $ 6.1 million Park City Low/No Emission Vehicle Grant
- $ 4.4 million Commuter Rail Engine Overhaul
- $ 3.5 million FrontRunner Business Plan
- $ 2.5 million Sandy Parking Structure
- $ 1.8 million Mid-Valley Connector
- $ 1.7 million Stray Current Mitigation
- $ 1.6 million Meadowbrook Maintenance Garage Expansion
- $ 1.5 million Bus Engine/ Transmission Rehab and Replacement
- $ 1.3 million Rail Communications On-Board Technology
- $ 1.2 million Light Rail Vehicle Accident Repair
- $ 1.2 million Vanpool Replacement
- $ 0.9 million 650 South Main TRAX Station
- $ 0.9 million Facility Rehab and Replacement
- $ 0.8 million Positive Train Control
- $ 0.8 million Rail Rehab and Replacement
- $12.1 million Other Capital Projects

NOTE 11 –SUBSEQUENT EVENTS

As of June 17, 2022 there are no subsequent events to report for the Authority.

Required Supplementary Information



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS – 10 YEARS

	2021	2020	2019	2018
Total Pension Liability				
Service cost	$ 12,597,159	$ 10,653,870	$ 10,244,115	$ 9,550,863
Interest on total pension liability	25,639,471	24,263,256	22,947,802	21,512,781
Voluntary member contributions	334,301	83,988	298,803	223,572
Differences between expected and actual experience	9,188,520	4,292,503	3,347,505	4,893,150
Assumption changes or inputs	0	11,421,251	0	0
Benefits paid	(19,196,735)	(19,648,551)	(17,302,699)	(15,474,819)
Net change in total pension liability	28,562,716	31,066,317	19,535,526	20,705,547
Total pension liability - beginning	376,688,506	345,622,189	326,086,663	305,381,116
Total pension liability - ending (a)	405,251,222	376,688,506	345,622,189	326,086,663
Plan Fiduciary Net Position				
Contributions - employer	$ 25,207,307	$ 24,273,996	$ 24,008,192	$ 22,355,434
Contributions - members	334,301	83,988	298,803	223,572
Net investment income	28,830,047	33,846,259	40,648,932	(16,629,921)
Benefits paid	(19,196,735)	(19,648,551)	(17,302,699)	(15,474,819)
Administrative expense	(471,288)	(407,938)	(434,427)	(440,279)
Net change in plan fiduciary net position	34,703,632	38,147,754	47,218,801	(9,966,013)
Plan fiduciary net position - beginning	279,905,104	241,757,350	194,538,549	204,504,562
Plan fiduciary net position - ending (b)	314,608,736	279,905,104	241,757,350	194,538,549
Net pension liability / (asset) - ending (a-b)	$ 90,642,486	$ 96,783,402	$103,864,839	$131,548,114
Plan fiduciary net position as a percentage of the total pension liability	77.63%	74.31%	69,95%	59.66%
Covered payroll	$153,983,509	$152,297,365	$141,812,999	$132,521,079
Net pension liability as a percentage of covered payroll	58,87%	63.55%	73.24%	99.27%

Schedule is intended to show information for 10 years. Additional years will be displayed when available.

	2017	2016	2015	2014
Total Pension Liability				
Service cost	$ 8,368,262	$ 7,711,706	$ 7,545,807	$ 7,284,379
Interest on total pension liability	20,368,031	19,604,345	18,717,411	17,623,248
Voluntary member contributions	697,576	437,923	916,567	275,663
Differences between expected and actual experience	4,915,564	(927,077)	(1,973,177)	0
Assumption changes or inputs	5,079,447	(3,955,702)	7,725,363	0
Benefits paid	(13,008,142)	(12,980,615)	(11,554,824)	(10,181,732)
Net change in total pension liability	26,420,738	9,890,580	21,377,147	15,001,558
Total pension liability - beginning	278,960,378	269,069,798	247,692,651	232,691,093
Total pension liability - ending (a)	305,381,116	278,960,378	269,069,798	247,692,651
Plan Fiduciary Net Position				
Contributions - employer	$ 20,506,163	$ 19,603,952	$ 16,745,254	$ 15,366,694
Contributions - members	697,576	437,923	916,567	275,663
Net investment income	30,598,620	7,591,211	(1,085,458)	5,946,916
Benefits paid	(13,008,142)	(12,980,615)	(11,554,824)	(10,181,732)
Administrative expense	(324,912)	(249,141)	(244,011)	(219,504)
Net change in plan fiduciary net position	38,469,305	14,403,330	4,777,528	11,188,037
Plan fiduciary net position - beginning	166,035,257	151,631,927	146,854,399	135,666,362
Plan fiduciary net position - ending (b)	204,504,562	166,035,257	151,631,927	146,854,399
Net pension liability / (asset) - ending (a-b)	$100,876,554	$112,925,121	$117,437,871	$100,838,252
Plan fiduciary net position as a percentage of the total pension liability	66.97%	59.50%	56.40%	59.29%
Covered payroll	$126,690,540	$115,430,618	$110,727,134	$106,004,057
Net pension liability as a percentage of covered payroll	79.62%	97.83%	106.06%	95.13%

Schedule is intended to show information for 10 years. Additional years will be displayed when available.

SCHEDULE OF REQUIRED EMPLOYER CONTRIBUTIONS – 10 YEARS

Year	Actuarial Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as Percentage of Covered Payroll
2021	$ 24,743,369	$ 25,207,307	$ (463,938)	$153,983,509	16.37%
2020	25,167,517	24,273,996	893,521	152,297,365	15.94%
2019	22,240,718	24,008,192	(1,767,474)	141,812,999	16.93%
2018	21,600,936	22,355,434	(754,498)	132,521,079	16.87%
2017	20,270,486	20,506,163	(235,677)	126,690,540	16.19%
2016	17,147,568	19,603,952	(2,456,384)	115,430,618	16.98%
2015	16,609,070	16,745,254	(136,184)	110,727,134	15.12%
2014	14,757,446	15,366,694	(609,248)	106,004,057	14.50%
2013	14,352,279	13,338,052	1,014,227	102,099,985	13.06%
2012	12,206,257	11,645,982	560,275	96,750,285	12.04%

NOTE 1 – METHODS AND ASSUMPTIONS USED TO DETERMINE CONTRIBUTION RATES AS OF DECEMBER 31, 2021

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, open
Remaining amortization period	18 years
Asset valuation method	5-year smoothed market less unrealized
Cost of Living Adjustments	None
Inflation	2.3%
Salary increases	5.40% per annum for the first five years of employment; 3.40% per annum thereafter
Investment rate of return	6.75%, net of investment expenses
Retirement age	Table of Rates by Age and Eligibility
Mortality	RP-2014 Blue Collar Mortality Table, with MP-2014 projection scale

SCHEDULE OF INVESTMENT RETURNS

The money-weighted rate of return considers the changing amounts actually invested during a period and weights the amount of pension plan investments by the proportion of time they are available to return during that period. External cash flows are determined on a monthly basis and are assumed to occur at the middle of each month. External cash inflows are netted with external cash outflows, resulting in a net external cash flow each month. The money-weighted rate of return is calculated net of investment expenses.

Fiscal Year Ending December 31	Net Money-Weighted Rate of Return
2021	10.19%
2020	13.88%
2019	20.56%
2018	-8.00%
2017	18.01%
2016	4.90%
2015	-0.72%
2014	4.31%

Schedule is intended to show information for 10 years. Additional years will be displayed when available.

Supplementary Schedules



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION BUDGET TO ACTUAL

	Budget	Budget Amendments	Amended Budget	Actual	Favorable (Unfavorable)
Revenues					
Contributions from other gov'ts, sales tax	$ 364,088,000	$ -	$ 364,088,000	$ 433,360,729	$ 69,272,729
Federal operating grants	171,507,000	-	$171,507,000	130,631,095	(40,875,905)
Passenger revenues	31,979,000	-	$31,979,000	28,510,458	(3,468,542)
Advertising	1,363,000	-	$1,363,000	1,875,729	512,729
Investment income	4,807,000	-	$4,807,000	1,432,026	(3,374,974)
Other income	10,663,000	-	$10,663,000	9,822,657	(840,343)
Total revenues	584,407,000	-	584,407,000	605,632,694	21,225,694
Operating Expenses					
Bus services	107,925,000	1,100,209	109,025,209	108,575,280	449,929
Rail services	84,326,000	17,360,096	101,686,096	94,943,238	6,742,858
Demand response services	24,025,000	3,261,543	27,286,543	27,083,173	203,370
Other services	3,645,000	3,030	3,648,030	3,587,718	60,312
Operations support	53,541,000	(349,000)	53,192,000	50,621,841	2,570,159
Administration (less non-operating)	46,691,000	10,692,423	57,383,423	45,054,028	12,329,395
Total operating expenses	320,153,000	32,068,301	352,221,301	329,865,278	22,356,023
Non-Operating Expenses (Revenues)					
Interest expense	98,474,000	-	98,474,000	101,286,173	(2,812,173)
Build America Bond subsidies	(8,870,000)	-	(8,870,000)	(8,158,624)	(711,376)
Principal	53,762,000	-	53,762,000	48,461,745	5,300,255
Non-operating	9,102,000	109,000	9,211,000	9,019,159	191,841
Total non-operating expenses	152,468,000	109,000	152,577,000	150,608,453	1,968,547
Total Operating and Non-Operating Expenses	$ 472,621,000	$ 32,177,301	$ 504,798,301	$ 480,473,731	$ 24,324,570
Capital Expenses (Revenues)					
Federal and local grants	$ (75,793,000)	$ -	$ (75,793,000)	$ (48,642,468)	$ (27,150,532)
State and local contributions	(33,748,000)	-	(33,748,000)	(19,545,348)	(14,202,652)
Capital lease	(28,306,000)	-	(28,306,000)	-	(28,306,000)
Bonds	(51,259,000)	-	(51,259,000)	-	(51,259,000)
Project Expenses	255,619,000	(32,177,300)	223,441,700	170,912,980	52,528,720
Total capital expenses (revenues)	$ 66,513,000	$ (32,177,300)	$ 34,335,700	$ 102,725,164	$ (68,389,464)
Project Expenses-less transfers to Capital Assets in 2021				(139,015,587)	
Operations Capital Outlay Expenses				279,907	
Capital Project Expenses Not Capitalized				$ 32,177,300	
Reconcilaition:					
Total Revenues (Operating and Capital)				$ 673,820,510	
- Less Total Expenses (Operating, Non-Operating, and Capital (after Capitalization)				(512,651,031)	
- Less Depreciation Expense				(134,048,888)	
+ Plus Sale of Assets				1,411,431	
+ Plus Capital Project Expenses Not Capitalized (Added into modes)					
	Bus			1,100,209	
	Rail			17,212,096	
	Demand Response			162,543	
	Other Service			3,030	
	Administration			13,699,423	
+ Plus Principal Payments on Long-term Debt				48,461,745	
+ Plus Capital Contributions to Assets				45,775	
Change in Net Position (Statement of Revenues, Expenses, and Changes in Net Position)				$ 109,216,842	

Combining Statement of Fiduciary Net Position

	UTA Employee Retirement and Trust	Joint Insurance Trust	Total
ASSETS			
Cash in Bank	$ 507,681	$ 6,085,847	$ 6,593,528
Cash in Utah State Treasury	-	1,057,161	1,057,161
Total Cash	507,681	7,143,008	7,650,689
Investments			
Global Equities	205,852,022	-	205,852,022
Fixed Income	73,221,266	-	73,221,266
Liquid Diversifiers	7,225,418	-	7,225,418
Real Assets	13,584,440	-	13,584,440
Money Market	12,238,285	1,201,916	13,440,201
Investments	312,121,431	1,201,916	313,323,347
Prepaid Benefits	1,454,872	-	1,454,872
Deposits	-	104,795	104,795
Receivables			
Dividends Receivable	114	-	114
Accounts Receivable - Benefits	2,352	-	2,352
Accounts Receivable - Contributions	539,230	218,827	758,057
Total Receivables	541,696	218,827	760,523
TOTAL ASSETS	**314,625,680**	**8,668,546**	**323,294,226**
LIABILITIES			
Benefits Payable	16,944	-	16,944
Accounts Payable	-	2,213,084	2,213,084
TOTAL LIABILITIES	**16,944**	**2,213,084**	**2,230,028**
NET POSITION			
Restricted for:			
Pension	314,608,736		314,608,736
Benefits Other than Pension		6,455,462	6,455,462
Total Net Position	$ 314,608,736	$ 6,455,462	$321,064,198

Combining Statement of Changes in Fiduciary Net Position

	UTA Employee Retirement and Trust	Joint Insurance Trust	Total
ADDITIONS			
Employer Contributions	$ 25,207,307	$ 20,278,180	$ 45,485,487
Participant Voluntary Contributions	334,301	476,990	811,291
Total Contributions	25,541,608	20,755,170	46,296,778
Net Investment Income			
Net Appreciation in Fair Value of Investments	27,977,813	(4,743)	27,973,070
Interest	3,704	14,304	18,008
Dividends	1,509,174	-	1,509,174
Total Investment Income	29,490,691	9,561	29,500,252
Less: Investment Expense	660,644	-	660,644
Net Investment Income	28,830,047	9,561	28,839,608
TOTAL ADDITIONS	**54,371,655**	**20,764,731**	**75,136,386**
DEDUCTIONS			
Monthly Benefits Paid	13,528,585	19,965,986	33,494,571
Lump Sum Distributions	5,668,150	-	5,668,150
Administrative Expense	471,288	110,010	581,298
TOTAL DEDUCTIONS	**19,668,023**	**20,075,996**	**39,744,019**
CHANGE IN NET POSITION	**34,703,632**	**688,735**	**35,392,367**
Total Net Position (Restricted), January 1	279,905,104	5,766,727	285,671,831
Total Net Position (Restricted), December 31	$ 314,608,736	$ 6,455,462	$ 321,064,198

Statistical



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

*NET POSITION AS OF December 31 - 10 Years

	2021	2020	2019	2018	2017
Net Position as of December 31					
Capital investment in capital assets	$667,968,269	$648,605,411	$692,675,681	$827,646,243	$894,275,843
Restricted	27,015,061	40,516,406	66,948,773	66,559,450	60,399,717
Unrestricted	331,437,253	228,081,924	113,143,840	85,088,927	39,001,859
Total net position	1,026,420,583	917,203,741	872,768,294	979,294,620	993,677,419
Restatement	-	-	-	-	-
Total restated net position	$1,026,420,583	$917,203,741	$872,768,294	$979,294,620	$993,677,419

*CHANGE IN NET POSITION - 10 YEARS

	2021	2020	2019	2018	2017
Operating revenues	$30,386,187	$34,880,272	$55,111,554	$54,464,392	$54,525,870
Operating expenses	472,933,325	459,473,189	457,897,920	401,161,541	427,777,940
Operating loss	(442,547,138)	(424,592,917)	(402,786,366)	(346,697,149)	(373,252,070)
Non-operating revenues	483,530,389	444,739,466	261,451,197	268,435,411	246,722,487
Income (loss) before capital contributions	40,983,251	20,146,549	(141,335,169)	(78,261,738)	(126,529,583)
Capital contributions	68,233,591	24,288,898	34,808,843	63,878,939	57,063,288
Change in net position	$109,216,842	$44,435,447	$ (106,526,326)	$ (14,382,799)	$ (69,466,295)

*Source: Utah Transit Authority 2021 Annual Comprehensive Financial Report

*NET POSITION AS OF December 31 - 10 Years (Continued)

	2016	2015	2014	2013	2012
Net Position as of December 31					
Capital investment in capital assets	$924,260,135	$1,040,640,236	$1,230,633,230	$1,327,585,097	$1,364,803,454
Restricted	67,381,132	77,983,022	62,779,798	7,172,060	3,872,141
Unrestricted	71,502,447	76,548,154	137,991,170	242,347,746	304,834,237
Total net position	1,063,143,714	1,195,171,412	1,431,404,198	1,577,104,903	1,673,509,832
Restatement	-	(9,497,521)	(115,047,267)	4,931,557	-
Total restated net position	$1,063,143,714	$1,185,673,891	$1,316,356,931	$1,582,036,460	$1,673,509,832

*CHANGE IN NET POSITION - 10 YEARS (Continued)

	2016	2015	2014	2013	2012
Operating revenues	$52,891,021	$54,346,242	$53,761,223	$52,044,200	$46,422,916
Operating expenses	422,543,342	394,062,733	398,626,029	378,224,993	319,322,223
Operating loss	(369,652,321)	(339,716,491)	(344,864,806)	(326,180,793)	(272,899,307)
Non-operating revenues	226,957,532	209,462,264	182,843,232	173,520,664	200,370,290
Income (loss) before capital contributions	(142,694,789)	(130,254,227)	(162,021,574)	(152,660,129)	(72,529,017)
Capital contributions	20,164,612	9,068,708	11,389,311	56,255,200	98,811,340
Change in net position	$ (122,530,177)	$ (121,185,519)	$ (150,632,263)	$ (96,404,929)	$26,282,323

*Source: Utah Transit Authority 2021 Annual Comprehensive Financial Report

REVENUE HISTORY BY SOURCE

	2021	2020	2019	2018	2017
Operating	$ -	$ 34,880,272	$ 55,111,554	$ 54,464,392	$ 54,525,870
Sales taxes	130,631,095	361,590,707	317,797,604	282,933,591	265,770,775
Investment	1,411,431	3,525,448	6,821,490	6,525,872	2,873,787
Sale of Assets	9,822,657	927,566	-	-	-
Build America Bond Subsidies	8,158,624	8,893,288	-	-	-
Other	(101,286,173)	9,442,644	(45,372,222)	8,155,668	3,954,893
	48,737,634	419,259,925	334,358,426	352,079,523	327,125,325
Federal grants					
Federal preventive maintenance grants	-	-	-	61,820,668	62,313,994
Federal operating grants	1,432,026	160,258,318	69,746,231	-	-
Federal capital grants	19,545,348	20,898,309	16,395,068	31,585,906	53,960,024
	20,977,374	181,156,627	86,141,299	93,406,574	116,274,018
Other capital contributions	68,279,366	3,390,589	18,413,775	32,293,935	3,103,264
	$137,994,374	$603,807,141	$438,913,500	$477,780,032	$446,502,607

EXPENSE HISTORY BY FUNCTION

	2021	2020	2019	2018	2017
Bus service	$ 94,943,238	$ 107,390,047	$ 104,570,413	$ 96,719,747	$ 88,928,063
Rail service	27,083,173	96,041,283	77,972,467	75,157,087	72,895,607
Paratransit service	3,587,718	22,646,903	23,121,527	21,857,632	19,572,367
Other service	50,621,841	3,296,275	3,247,699	3,056,191	2,982,176
Operations support	54,073,187	46,463,776	47,056,444	45,557,749	41,932,571
Administration [1]	-	44,545,686	36,738,745	39,593,947	30,612,930
Capital Maintenance Projects	-	-	19,078,502	38,654,111	20,602,425
Depreciation	472,933,325	139,089,219	146,112,123	80,565,077	149,440,887
Interest [2]	(8,158,624)	99,898,505	87,541,906	91,000,388	88,190,962
Recoverable sales tax, interlocal [3]	810,914	810,914	810,914	810,914	810,914
	$ 695,894,772	$ 560,182,608	$ 546,250,740	$ 492,972,843	$ 515,968,902

[1] Includes major investment studies

[2] Reported as non-capitalized interest

[3] See Notes to the Financial Statement, Note 2.K

REVENUE HISTORY BY SOURCE (Continued)

	2016	2015	2014	2013	2012
Operating	$ 52,891,021	$ 54,346,242	$ 53,761,223	$ 52,044,200	$ 46,422,916
Sales taxes	245,008,417	227,703,023	214,683,276	203,806,329	196,693,543
Investment	1,732,939	2,831,406	5,803,226	1,455,039	1,892,549
Sale of Assets	-	-	-	-	-
Build America Bond Subsidies	-	-	-	-	-
Other	3,108,191	8,314,065	3,724,610	4,347,724	2,351,713
	302,740,568	293,194,736	277,972,335	261,653,292	247,360,721
Federal grants					
Federal preventive maintenance grants	59,772,235	49,452,677	47,760,737	47,986,240	46,719,891
Federal operating grants	3,562,534	2,547,335	2,994,139	3,868,252	1,985,766
Federal capital grants	17,054,298	7,819,096	8,025,628	48,669,408	85,168,542
	80,389,067	59,819,108	58,780,504	100,523,900	133,874,199
Other capital contributions	3,110,314	1,249,612	3,363,683	7,585,792	13,642,798
	$386,239,949	$354,263,456	$340,116,522	$369,762,984	$394,877,718

EXPENSE HISTORY BY FUNCTION (Continued)

	2016	2015	2014	2013	2012
Bus service	$ 85,841,973	$ 77,092,676	$ 79,060,631	$ 78,894,435	$ 78,894,799
Rail service	84,165,069	67,254,632	70,365,953	61,086,101	46,049,338
Paratransit service	19,341,116	18,511,580	18,748,699	18,202,211	17,516,117
Other service	2,949,643	2,918,871	3,183,892	701,656	596,583
Operations support	37,831,682	32,051,926	28,380,563	28,439,826	25,247,271
Administration [1]	38,840,643	35,189,725	35,409,918	28,533,912	26,664,222
Capital Maintenance Projects					
Depreciation	153,573,216	161,043,323	163,476,373	162,366,852	124,353,893
Interest [2]	85,415,870	80,575,328	91,311,842	87,132,004	48,462,258
Recoverable sales tax, interlocal [3]	810,914	810,914	810,914	810,914	810,914
	$ 508,770,126	$ 475,448,975	$ 490,748,785	$ 466,167,911	$ 368,595,395

[1] Includes major investment studies

[2] Reported as non-capitalized interest

[3] See Notes to the Financial Statement, Note 2.K

LOCAL CONTRIBUTIONS IN THE FORM OF SALES TAX BY COUNTY - 10 YEARS

	2021	2020	2019	2018	2017
Box Elder [1]	$ 2,690,712	$ 2,404,175	$ 2,019,035	$ 1,898,308	$ 1,957,740
Davis	44,689,405	37,364,965	33,674,864	31,883,835	30,633,547
Salt Lake	260,485,953	217,849,215	196,744,294	174,704,191	163,407,564
Tooele [2]	4,040,910	3,347,286	2,250,563	2,815,189	2,302,492
Utah	84,632,418	69,278,480	55,708,400	45,665,232	43,023,303
Weber	36,821,329	31,346,586	27,400,447	25,966,836	24,446,129
	$ 433,360,729	$ 361,590,707	$ 317,797,604	$ 282,933,591	$ 265,770,775

[1] Includes Brigham City, Perry and Willard cities only

[2] Includes the cities of Tooele and Grantsville; and the unincorporated areas of Erda, Lakepoint, Stansbury Park and Linc

LOCAL TRANSIT SALES TAX RATES BY COUNTY - 10 YEARS

	2021	2020	2019	2018	2017
Box Elder	0.5500%	0.5500%	0.5500%	0.5500%	0.5500%
Davis	0.6500%	0.6500%	0.6500%	0.6500%	0.6500%
Salt Lake	0.8500%	0.8500%	0.8500%	0.6875%	0.6875%
Tooele	0.4000%	0.4000%	0.4000%	0.4000%	0.4000%
Utah	0.6260%	0.6300%	0.6300%	0.5260%	0.5260%
Weber	0.6500%	0.6500%	0.6500%	0.6500%	0.6500%

LOCAL CONTRIBUTIONS IN THE FORM OF SALES TAX BY COUNTY - 10 YEARS (Continued)

	2016	2015	2014	2013	2012
Box Elder [1]	$ 1,790,352	$ 1,552,291	$ 1,418,268	$ 1,300,577	$ 1,279,794
Davis	27,606,440	23,178,724	21,459,683	20,023,042	18,692,038
Salt Lake	153,201,907	146,866,479	139,199,088	132,741,112	129,169,357
Tooele [2]	1,798,971	1,521,097	1,384,631	1,349,366	1,364,179
Utah	38,601,427	36,221,930	33,752,513	31,905,764	30,576,235
Weber	22,009,320	18,362,502	17,469,093	16,486,468	15,611,940
	$ 245,008,417	$ 227,703,023	$ 214,683,276	$ 203,806,329	$ 196,693,543

[1] Includes Brigham City, Perry and Willard cities only

[2] Includes the cities of Tooele and Grantsville; and the unincorporated areas of Erda, Lakepoint, Stansbury Park and Linc

LOCAL TRANSIT SALES TAX RATES BY COUNTY - 10 YEARS (Continued)

	2016	2015	2014	2013	2012
Box Elder	0.5500%	0.5500%	0.5500%	0.5500%	0.5500%
Davis	0.6500%	0.5500%	0.5500%	0.5500%	0.5500%
Salt Lake	0.6875%	0.6875%	0.6875%	0.6875%	0.6875%
Tooele	0.4000%	0.3000%	0.3000%	0.3000%	0.3000%
Utah	0.5260%	0.5260%	0.5260%	0.5260%	0.5260%
Weber	0.6500%	0.5500%	0.5500%	0.5500%	0.5500%

PRINCIPAL CONTRIBUTORS OF SALES TAX BY COUNTY - 2021 AND 2011

	2021		
	Rank	Percentage of contributions	Amount
Salt Lake County	1	60.11%	$ 260,485,953
Utah County	2	19.53%	84,632,418
Davis County	3	10.31%	44,689,405
Weber County	4	8.50%	36,821,329
Box Elder County	5	0.62%	2,690,712
Tooele County	6	0.93%	4,040,910
			$ 433,360,729

FARES - 10 YEARS

	2021	2020	2019	2018	2017
Cash Fares					
Base Fare	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
Senior Citizen/Disabled	1.25	1.25	1.25	1.25	1.25
Ski Bus	5.00	4.50	4.50	4.50	4.50
Paratransit (Flextrans)	4.00	4.00	4.00	4.00	4.00
Commuter Rail Base Rate	2.50	2.50	2.50	2.50	2.50
Commuter Rail Additional Station	0.60	0.60	0.60	0.60	0.60
Commuter Rail Maximum Rate	9.70	10.30	10.30	10.30	10.30
Express	5.00	5.50	5.50	5.50	5.50
Streetcar	2.50	1.00	1.00	1.00	1.00
Monthly Passes					
Adult	$ 85.00	$ 83.75	$ 83.75	$ 83.75	$ 83.75
Minor	42.50	62.75	62.75	62.75	62.75
College Student	42.50	62.75	62.75	62.75	62.75
Senior Citizen/Disabled	42.50	41.75	41.75	41.75	41.75
Express	170.00	198.00	198.00	198.00	198.00
Other Fares					
Day Pass	$ 5.00	$ 6.25	$ 6.25	$ 6.25	$ 6.25
Group Pass	15.00	15.00	15.00	15.00	15.00
Summer Youth	49.00	49.00	49.00	99.00	99.00
Token - 10-Pack	22.50	22.50	22.50	22.50	22.50
Paratransit - 10-Ride Ticket	40.00	40.00	40.00	40.00	40.00

*Source: UTA Fares Department

PRINCIPAL CONTRIBUTORS OF SALES TAX BY COUNTY - 2021 AND 2011 (Continued)

		2011	
Rank		Percentage of contributions	Amount
1	Salt Lake County	65.59%	$ 120,094,110
2	Utah County	15.15%	27,743,162
3	Davis County	9.77%	17,880,017
4	Weber County	8.16%	14,939,966
5	Box Elder County	0.67%	1,226,730
6	Tooele County	0.66%	1,207,539
			$ 183,091,524

FARES - 10 YEARS (Continued)

	2016	2015	2014	2013	2012
Cash Fares					
Base Fare	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.35
Senior Citizen/Disabled	1.25	1.25	1.25	1.25	1.15
Ski Bus	4.50	4.50	4.50	4.50	4.25
Paratransit (Flextrans)	4.00	4.00	4.00	4.00	3.50
Commuter Rail Base Rate	2.50	2.50	2.50	2.50	2.35
Commuter Rail Additional Station	0.60	0.60	0.60	0.60	0.55
Commuter Rail Maximum Rate	10.30	10.30	10.30	10.30	5.10
Express	5.50	5.50	5.50	5.50	5.25
Streetcar	1.00	1.00	1.00	1.00	n/a
Monthly Passes					
Adult	$ 83.75	$ 83.75	$ 83.75	$ 83.75	$ 78.50
Minor	62.75	62.75	62.75	62.75	58.75
College Student	62.75	62.75	62.75	62.75	58.75
Senior Citizen/Disabled	41.75	41.75	41.75	41.75	39.25
Express	198.00	198.00	198.00	198.00	189.00
Other Fares					
Day Pass	$ 6.25	$ 6.25	$ 6.25	$ 6.25	$ 5.75
Group Pass	15.00	15.00	15.00	15.00	14.00
Summer Youth	99.00	99.00	99.00	n/a	n/a
Token - 10-Pack	22.50	22.50	22.50	22.50	21.00
Paratransit - 10-Ride Ticket	40.00	40.00	40.00	40.00	35.00

*Source: UTA Fares Department

TOTAL OUTSTANDING DEBT BURDEN PER CAPITA

Fiscal Year	Total Debt			Sales Taxes Collected (less Proposition 1 and 4th quarter cent)	Personal Income of UTA Service Area	Percentage of Personal Income	Per Capita
	Bonds	Inter-Local	Leases				
2012	$ 2,142,639,468	-	$ -	$ 196,693,543	$ 83,156,237,000	2.58%	$ 945.64
2013	2,132,224,961	-	-	203,806,329	85,699,968,000	2.49%	926.12
2014	2,124,111,208	-	-	214,683,276	91,063,808,000	2.33%	910.75
2015	2,291,439,672	-	11,272,688	227,703,023	98,213,376,000	2.34%	972.89
2016	2,259,166,529	-	19,605,173	238,584,981	104,042,124,000	2.19%	943.16
2017	2,300,193,307	65,000,000	46,394,866	256,742,750	110,124,169,000	2.19%	979.06
2018	2,377,228,054	65,960,616	56,038,716	273,007,256	118,270,822,000	2.11%	998.93
2019	2,329,663,958	67,050,616	52,187,203	288,548,490	125,338,146,000	1.95%	963.88
2020	2,324,362,741	65,665,597	57,263,279	311,520,915	135,585,673,000	1.80%	938.78
2021	2,273,743,099	57,670,000	81,486,033	262,251,079	-	-	913.26

Source: Note 9
2021 income numbers not available as of May 2021

DEMOGRAPHIC AND ECONOMIC STATISTICS

Fiscal Year	Estimated Population	Personal Income in UTA Service Area	Per Capita Personal Income	Unemployment Rate
2012	2,265,811	$ 83,156,237,000	$ 36,700	5.4%
2013	2,302,315	85,699,968,000	37,223	4.6%
2014	2,332,262	91,063,808,000	39,045	3.8%
2015	2,366,874	98,213,376,000	41,495	3.6%
2016	2,416,115	104,042,124,000	43,062	3.4%
2017	2,463,158	110,124,169,000	44,709	3.3%
2018	2,501,905	118,270,822,000	47,272	3.0%
2019	2,540,671	125,338,146,000	49,333	2.6%
2020	2,606,888	135,585,673,000	52,011	3.3%
2021	2,642,086	-	-	2.3%

Source: US Dept of Commerce, Bureau of Economic Analysis, Regional Data (www.bea.gov)
Unemployment rate- Utah Department of Workforce Services https://jobs.utah.gov/wi/update/une/
https://worldpopulationreview.com/us-counties/states/ut
US Bureau of Labor Statistics https://data.bls.gov/timeseries/LASST490000000000003

YEARLY DEBT SERVICE COVERAGE

Fiscal Year	Bonds Payments		Sales Taxes Collected (less Proposition 1 and 4th quarter cent)	Coveraqge Ratio of Sales Taxes
	Principal	Interest		
2012	$ 7,615,000	$ 71,837,998	$ 196,693,543	2.48
2013	7,450,000	84,319,531	203,806,329	2.22
2014	7,810,000	91,382,184	214,683,276	2.16
2015	11,445,000	84,785,200	227,703,023	2.37
2016	13,570,000	94,893,898	238,584,981	2.20
2017	8,750,000	77,765,121	256,742,750	2.97
2018	10,845,000	91,000,388	273,007,256	2.68
2019	17,500,000	87,541,906	288,548,490	2.75
2020	25,920,000	91,005,217	311,520,915	2.66
2021	46,860,000	100,245,573	262,251,079	1.78

Source: Statement of Expenses and Change in Net Position, and Note 9, Sales Tax Revenue Bonds

PRINCIPAL EMPLOYER - 2020 AND 2010

		2020		
Employer	Industry	Employees	Rank	% Total Employment
Intermountain Healthcare	Health Care	20,000 +	1	1.2%
University of Utah	Higher Education	20,000 +	2	1.2%
State of Utah	State Government	20,000 +	3	1.2%
Brigham Young University	Higher Education	15,000-19,999	4	0.9%
Wal-Mart Associates	Warehouse Clubs/Supercenters	20,000 +	5	1.2%
Hill Air Force Base	Federal Government	10,000-14,999	6	0.6%
US Postal Service	Federal Government	10,000-14,999	7	0.6%
Davis County School District	Public Education	7,000-9,999	8	0.4%
Utah State University	Higher Education	7,000-9,999	9	0.4%
Smith's Food and Drug Centers	Grocery Stores	7,000-9,999	10	0.4%
Granite School District	Public Education	7,000-9,999	11	0.4%
Alpine School District	Public Education	7,000-9,999	12	0.3%
Jordan School District	Public Education	7,000-9,999	13	0.3%
Salt Lake County	Local Government	5,000-6,999	14	0.3%
Utah Valley University	Higher Education	5,000-6,999	15	0.3%
Total Employment				1,632,215

Source: Department of Workforce Services
https://jobs.utah.gov/wi/data/library/firm/majoremployers.html
http://www.dws.state.ut.us/wi/pubs/em/pastreports/11annual/11annual.pdf

2021 data not available
https://jobs.utah.gov/wi/data/library/firm/majoremployers.html
https://jobs.utah.gov/wi/pubs/em/pastreports/11annual/lrgstemp.pdf
https://beta.bls.gov/dataViewer/view/timeseries/LAUST490000000000005;jsessionid=157EB1C83D61925001914BA2E5AD33CF
http://www.operationriogrande.utah.gov/wi/pubs/em/pastreports/09annual/lrgstemp2009.pdf

PRINCIPAL EMPLOYER - 2020 AND 2010

		2010		
Employer		Employees	Rank	% Total Employment
Intermountain Health Care	Hospitals	20,000+	1	1.6%
State of Utah	State Government	20,000+	2	1.6%
University of Utah	Higher Education	20,000+	3	1.6%
Brigham Young University	Higher Education	15,000-19,999	4	1.2%
Wal Mart Stores	Discount Store	15,000-19,999	5	1.2%
Hill Air Force Base	Defense	10,000-14,999	6	0.8%
Granite School District	Public Education	7,000-9,999	7	0.6%
Utah State University	Higher Education	7,000-9,999	8	0.6%
Davis County School District	Public Education	7,000-9,999	9	0.6%
Kroger Group/ Smiths Marketplace	Food/Discount Store	5,000-6,999	10	0.4%
Alpine School District	Public Education	5,000-6,999	11	0.4%
Internal Revenue Service	Public Taxation	5,000-6,999	12	0.4%
Salt Lake County	Local Government	5,000-6,999	13	0.4%
US Postal Service	Postal Service	5,000-6,999	14	0.4%
Jordan School District	Public Education	5,000-6,999	15	0.4%
Total Employment				1,256,238

FULL-TIME EQUIVALENT AUTHORITY EMPLOYEES - 10 YEARS

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Bus operations	1,069	1,104	1,138	1,089	1,030	1,028	951	945	911	963
Rail operations	595	625	631	611	580	563	527	542	526	506
Paratransit operations	190	200	204	196	191	192	188	183	176	168
Other services	10	10	10	8	9	9	12	10	10	12
Support services	453	417	433	413	365	366	349	323	335	293
Administration	190	187	184	180	243	212	210	207	195	217
Total	2,506	2,543	2,599	2,496	2,417	2,368	2,237	2,210	2,153	2,159

Source: UTA Budget Office
Headcount Report 01/01/2022

TREND STATISTICS - 10 YEARS

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Passengers										
Bus service	12,616,872	12,441,304	20,799,642	19,624,935	19,749,855	20,033,242	20,560,068	20,165,174	19,695,711	21,222,669
Rail service	10,466,195	10,271,888	22,321,887	22,981,884	23,677,677	23,765,873	24,349,674	24,337,451	22,814,274	19,421,608
Paratransit service	301,505	187,112	388,265	394,816	386,977	389,019	388,169	372,499	383,453	715,034
Vanpool service	587,721	658,990	1,068,364	1,174,696	1,264,410	1,333,780	1,423,675	1,404,285	1,387,816	1,446,766
Total passengers	23,972,293	23,559,294	44,578,158	44,176,331	45,078,919	45,521,914	46,721,586	46,279,409	44,281,254	42,806,077
Revenue Miles										
Bus service	15,534,571	15,607,429	18,158,463	17,911,404	17,454,404	15,462,834	15,367,510	15,660,520	15,706,028	15,091,645
Rail service	10,904,101	10,153,689	11,977,751	12,084,767	12,082,292	12,070,277	11,988,005	11,784,146	11,681,251	7,905,460
Paratransit service	1,252,967	1,709,396	2,881,355	2,798,928	2,727,127	2,505,343	2,293,887	2,513,535	2,932,842	3,252,193
Vanpool service	5,633,164	5,705,170	6,451,812	6,354,828	6,449,439	6,518,150	6,734,487	6,859,802	7,053,191	7,553,978
Total Revenue Miles	33,324,803	33,175,684	39,469,381	39,149,927	38,713,262	36,556,604	36,383,889	36,818,003	37,373,312	33,803,276
Total Miles										
Bus service	17,262,587	17,692,313	20,854,420	20,247,617	19,899,364	17,511,624	17,662,486	17,864,847	17,191,018	16,553,983
Rail service	11,010,634	10,256,421	12,098,162	12,285,634	12,202,976	12,189,876	12,368,934	11,814,332	11,773,929	7,987,022
Paratransit service	1,571,443	2,223,889	3,566,711	3,376,772	3,263,607	3,254,559	3,192,367	2,844,468	3,493,247	4,088,027
Vanpool service	5,633,164	5,705,170	6,451,812	6,354,828	6,449,439	6,518,150	6,734,487	6,859,802	7,053,191	7,553,978
Total miles	35,477,828	35,877,793	42,971,105	42,264,851	41,815,386	39,474,209	39,958,274	39,383,449	39,511,385	36,183,010
Passengers per Mile										
Bus service	0.81	0.80	1.15	1.10	1.13	1.30	1.34	1.29	1.25	1.41
Rail service	0.96	1.01	1.86	1.90	1.96	1.97	2.03	2.07	1.95	2.46
Paratransit service	0.24	0.11	0.13	0.14	0.14	0.16	0.17	0.15	0.13	0.22
Vanpool service	0.10	0.12	0.17	0.18	0.20	0.20	0.21	0.20	0.20	0.19
Total passengers per mile	0.72	0.71	1.13	1.13	1.16	1.25	1.28	1.26	1.18	1.27
Revenue Hours										
Bus service	1,228,731	1,169,292	1,326,660	1,284,186	1,258,448	1,087,055	1,070,139	1,108,894	933,662	834,985
Rail service	511,973	480,016	532,353	527,187	513,389	511,082	506,233	487,435	641,914	536,066
Paratransit service	79,710	116,174	181,749	180,342	162,198	162,734	160,383	164,527	191,016	227,013
Total revenue hours	1,820,414	1,765,482	2,040,762	1,991,715	1,934,035	1,760,871	1,736,755	1,760,856	1,766,592	1,598,064
Passengers per Revenue Hour										
Bus service	10.27	10.64	15.68	15.28	15.69	18.43	19.21	18.18	21.10	25.42
Rail service	20.44	21.40	41.93	43.59	46.12	46.50	48.10	49.93	35.54	36.23
Paratransit service	3.78	1.61	2.14	2.19	2.39	2.39	2.42	2.26	2.01	3.15
Total passengers per mile	12.85	12.97	21.32	21.59	22.65	25.09	26.08	25.48	24.28	25.88
Total System										
Fare revenue	$28,510,458	$32,845,272	$52,649,054	$52,051,892	$52,159,203	$50,624,354	$52,112,909	$51,461,223	$49,977,533	$44,489,583
Operating expense	$346,672,552	$320,383,970	$311,785,797	$320,596,464	$257,734,612	$268,970,126	$242,516,933	$235,149,656	$215,858,141	$194,968,330
Cost per revenue mile	10.40	9.66	7.90	8.19	6.66	7.36	6.67	6.39	5.78	5.77
Cost per passenger	14.46	13.60	6.99	7.26	5.72	5.91	5.19	5.08	4.87	4.55
Fare revenue per passenger	1.19	1.39	1.18	1.18	1.16	1.11	1.12	1.11	1.13	1.04

Source: NTD

Note: Does not include commuter bus or contract transportation.

OPERATING INDICATORS AND CAPITAL ASSETS - 10 YEARS

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Number of bus routes *	95	104	117	114	119	125	126	121	119	125
Number of rail routes										
Light rail	4	4	4	4	4	4	4	4	4	3
Commuter rail	1	1	1	1	1	1	1	1	1	1
Bus service miles (weekday)	62,948	63,025	62,742	57,378	56,162	53,612	49,625	51,629	55,733	64,186
Rail service miles (weekday)										
Light rail	8,342	6,797	8,832	8,853	8,814	8,815	8,828	8,547	8,216	6,978
Commuter rail	3,727	3,628	4,660	4,664	4,623	4,627	4,651	4,638	4,488	2,390
Average passengers (weekday)	79,916	78,972	152,940	151,901	156,288	155,873	161,862	161,339	162,644	152,934
Buses	648	539	570	561	582	567	555	535	493	570
Paratransit vehicles (buses/vans)	188	207	198	182	148	129		84	113	110
Rail vehicles										
Light rail	117	117	117	146	146	146	146	146	146	122
Commuter rail	81	81	70	81	81	81	81	81	81	57
Vanpool vehicles	461	471	512	453	453	503	495	479	470	494
Park and ride lots1						46	41			
Rail park and ride	42	42	42	42	42					
Non-Rail park and ride	12	12	12	12	12					
Bus stops	5,199	6,120	6,247	6,100	6,100	6,196	6,250	6,250	6,273	6,333
Rail stations										
Light rail	57	57	57	57	57	57	57	51	51	41
Commuter rail	17	17	17	16	16	16	16	16	16	16

Source: NTD
UTA capital asset record
UTA Change-Day Roster
https://data-rideuta.opendata.arcgis.com/

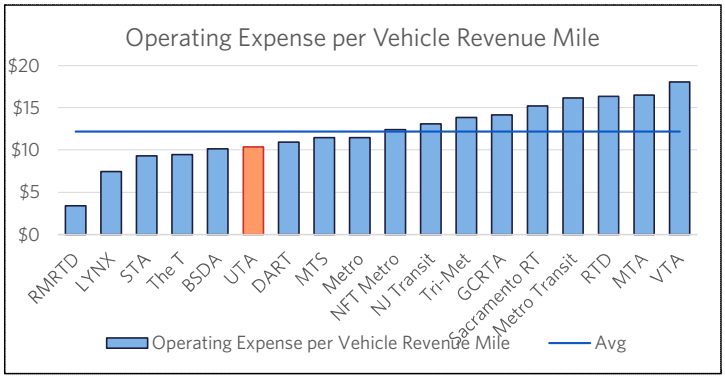
NTD
UTA capital asset record
UTA Change-Day Roster
https://data-rideuta.opendata.arcgis.com/

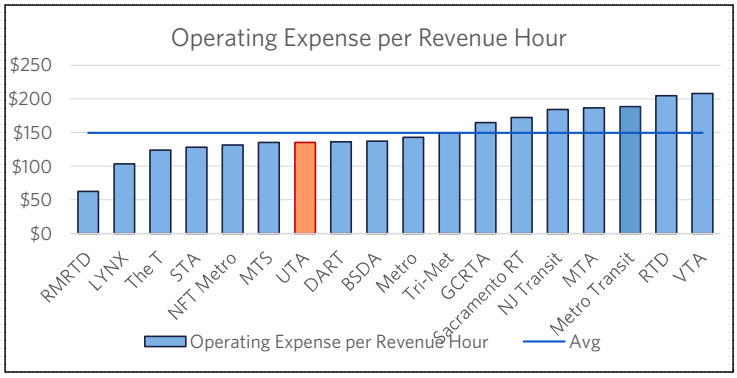
* including flex

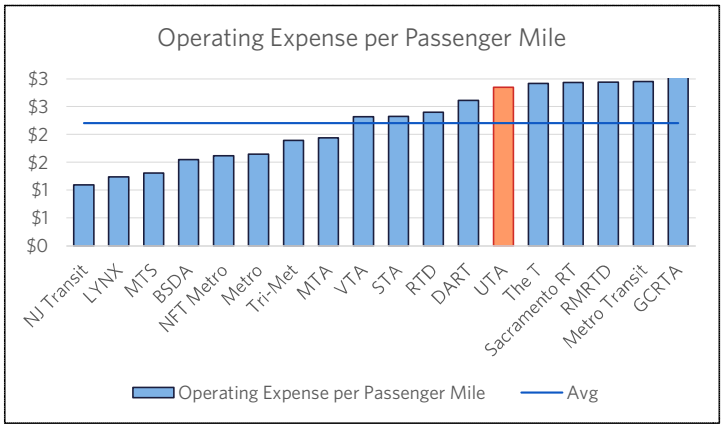
1 As of 2017 started distinguishing between Rail and non rail park and ride lots

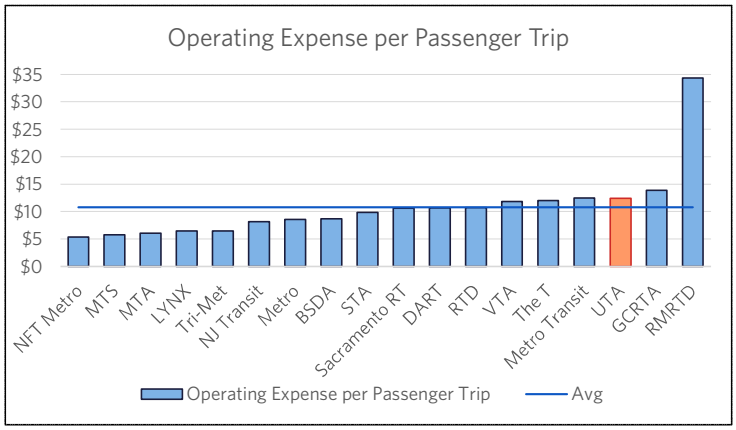
PERFORMANCE MEASURES - BUS SERVICE

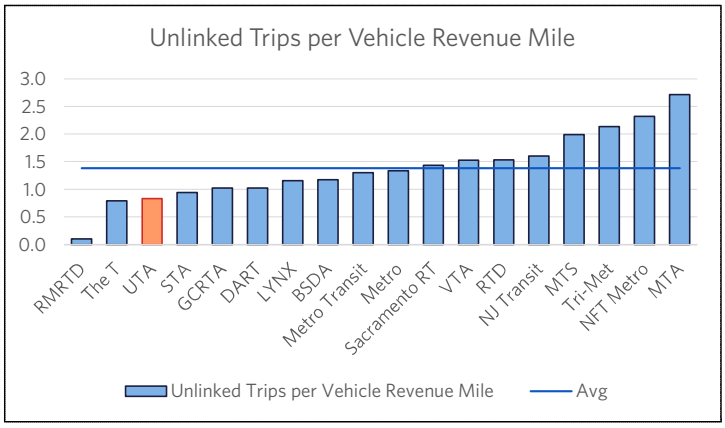
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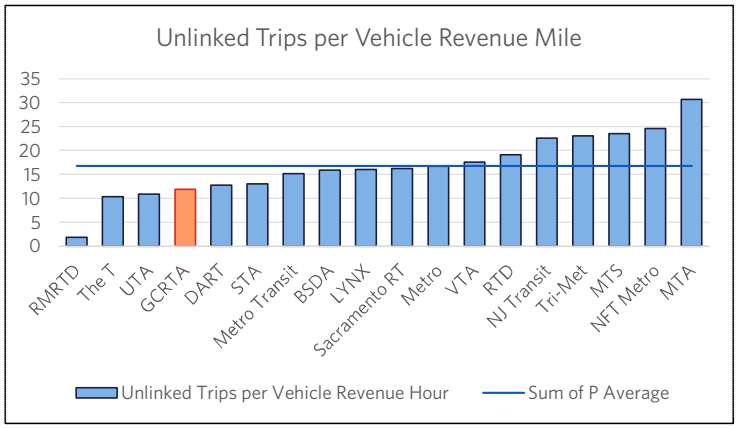








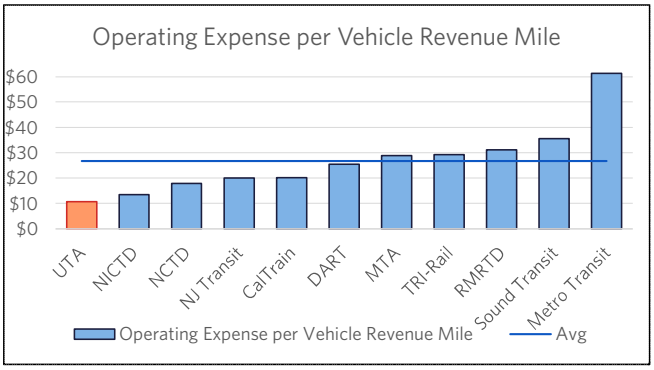


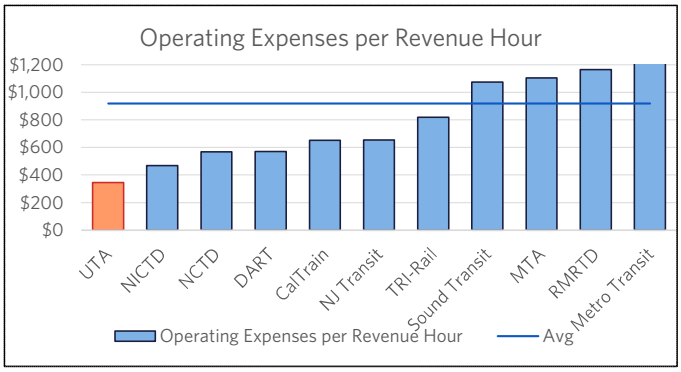


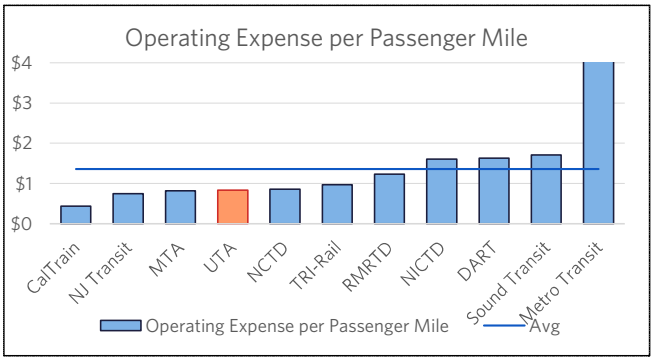
City, State	Agency	City, State	Agency
Saint Louis, MO	BSDA	Newark, NJ	NJ Transit
Dallas, TX	DART	Albuquerque, NM	RMRTD
Cleveland, OH	GCRTA	Denver, CO	RTD
Orlando, FL	LYNX	Sacramento, CA	Sacramento RT
Houston, TX	Metro	Spokane, WA	STA
Minneapolis, MN	Metro Transit	Fort Worth, TX	The T
Baltimore, MD	MTA	Portland, OR	Tri-Met
San Diego, CA	MTS	Salt Lake City, UT	UTA
Buffalo, NY	NFT Metro	San Jose, CA	VTA

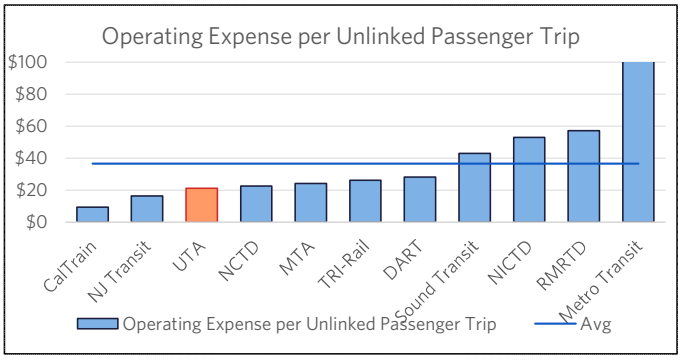
PERFORMANCE MEASURES - COMMUTER RAIL SERVICE

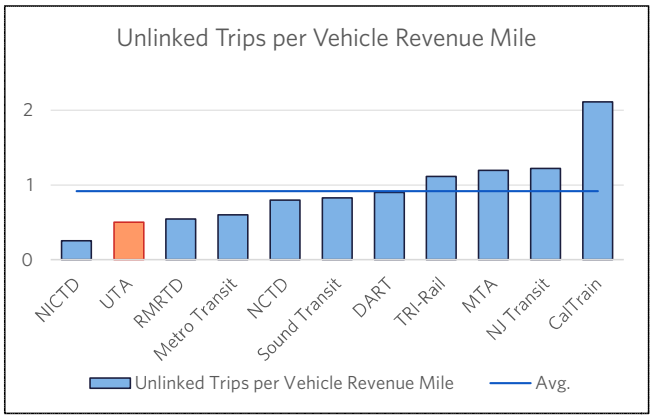
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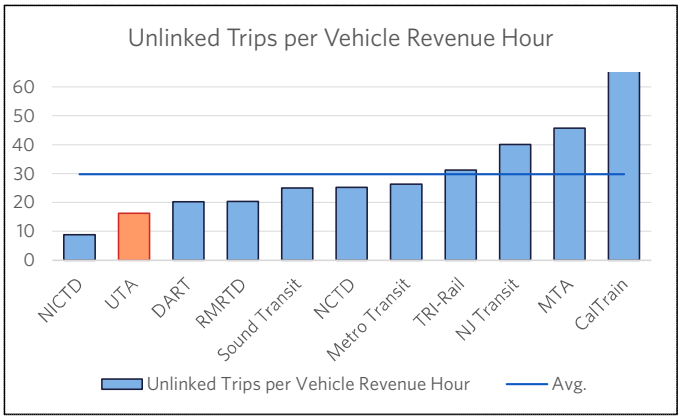








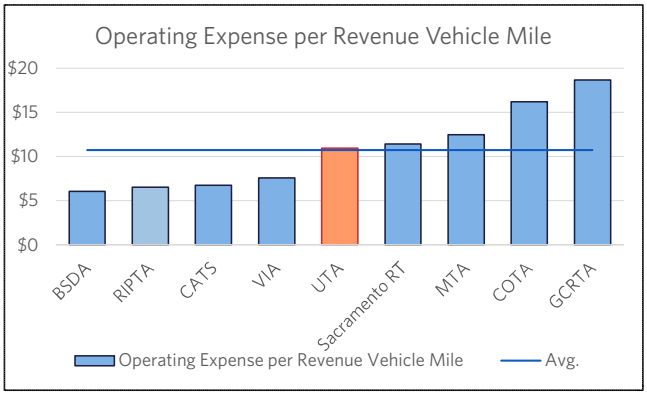


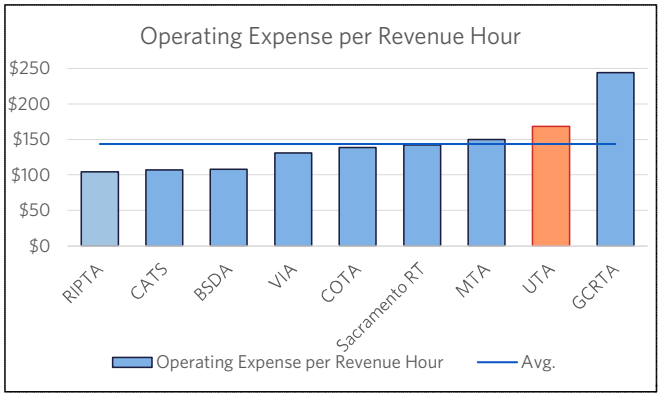


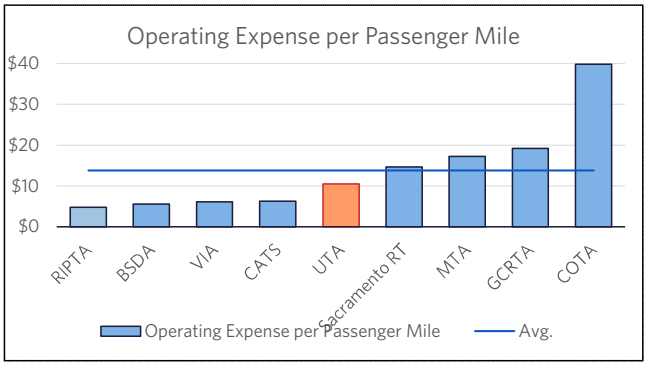
City, State	Agency	City, State	Agency
San Carlos, CA	CalTrain	Newark, NJ	NJ Transit
Dallas, TX	DART	Albuquerque, NM	RMRTD
Minneapolis, MN	Metro Transit	Seattle, WA	Sound Transit
Baltimore, MD	MTA	Pompano Beach, FL	TRI-Rail
Oceanside, CA	NCTD	Salt Lake City, UT	UTA
Chesterton, IN	NICTD		

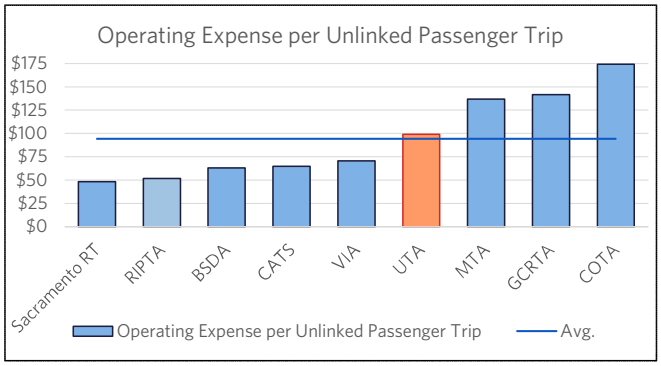
PERFORMANCE MEASURES - DEMAND RESPONSE

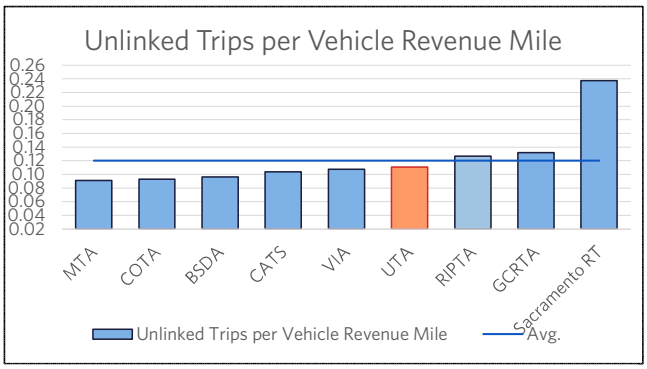
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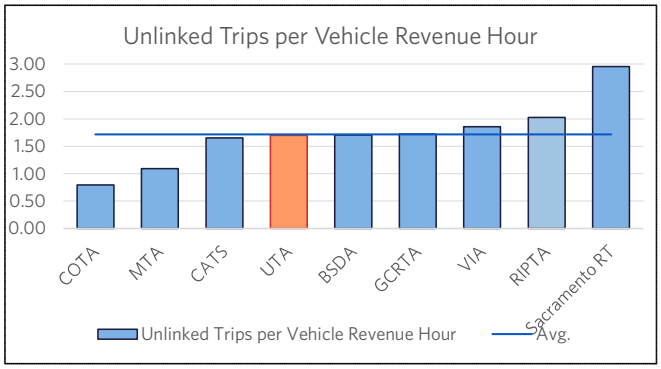








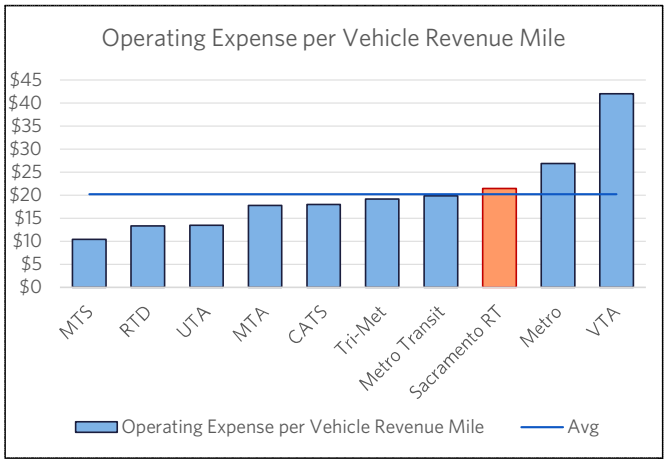


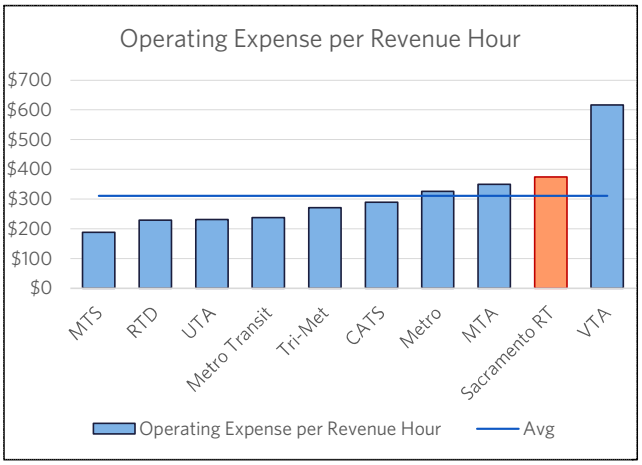


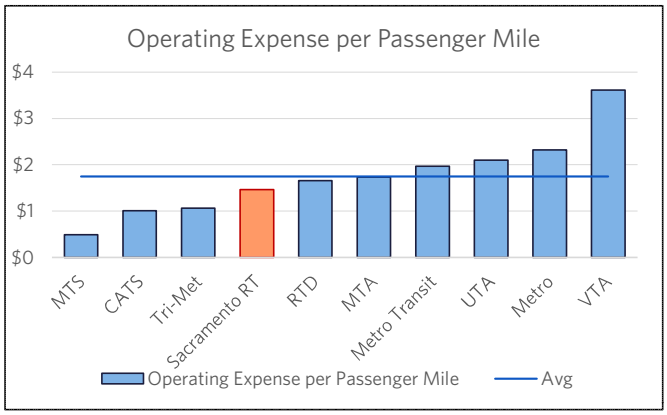
City, State	Agency	City, State	Agency
Saint Louis, MO	BSDA	Salt Lake City, UT	UTA
Charlotte, NC	CATS	San Antonio, TX	VIA
Cleveland, OH	GCRTA	Providence, RI	RIPTA
Baltimore, MD	MTA	Columbus, OH	COTA
Sacramento, CA	Sacramento RT		

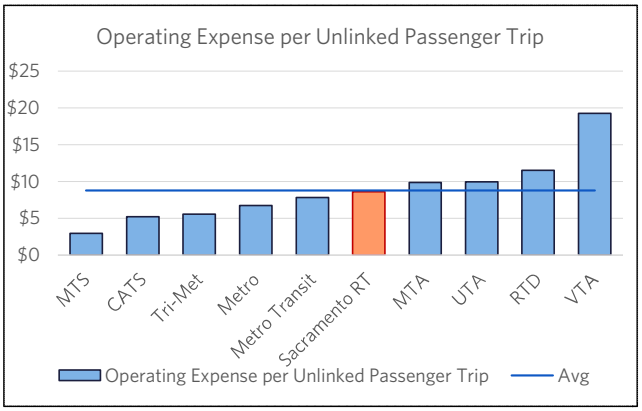
PERFORMANCE MEASURES - LIGHT RAIL

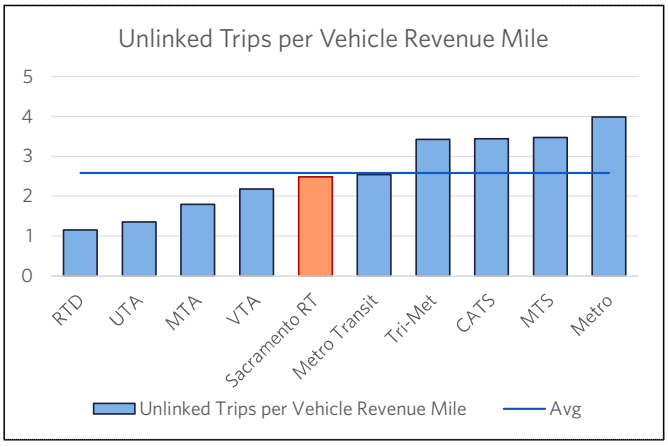
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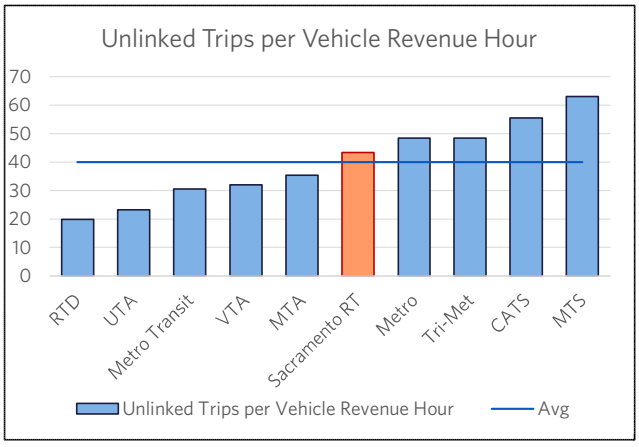












City, State	Agency	City, State	Agency
Charlotte, NC	CATS	Denver, CO	RTD
Houston, TX	Metro	Sacramento, CA	Sacramento RT
Minneapolis, MN	Metro Transit	Portland, OR	Tri-Met
Baltimore, MD	MTA	Salt Lake City, UT	UTA
San Diego, CA	MTS	San Jose, CA	VTA

Compliance



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Utah Transit Authority
Salt Lake City, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the fiduciary activities of Utah Transit Authority (the Authority), a component unit of the State of Utah, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated June 17, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as 2021-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as 2021-002 and 2021-003 to be significant deficiencies.

(Continued)

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 17, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Board of Trustees
Utah Transit Authority
Salt Lake City, Utah

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Utah Transit Authority's (the Authority), a component unit of the State of Utah, compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the Authority's major federal programs for the year ended December 31, 2021. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a significant deficiency.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2021-004, to be a significant deficiency.

(Continued)

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The Authority is responsible for preparing a corrective action plan to address each audit finding included in our auditor's report. The Authority's corrective action plan was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on it.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the business-type activities and the fiduciary activities of the Authority as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated June 17, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 17, 2022

UTAH TRANSIT AUTHORITY
Schedule of Expenditures of Federal Awards
For the year ended December 31, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal ALN Number	Grant Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. DEPARTMENT OF TRANSPORTATION					
Federal Transit Cluster - Federal Transit Administration Programs					
Federal Transit - Capital Investment Grants	20.500	UT-2021-021		$ -	$ 22,836,345
Federal Transit - Capital investment Grants	20.500	UT-2021-014-02		-	3,950,001
				-	26,786,346
Federal Transit - Formula Grant	20.507	UT-2018-005-00		-	931,654
Federal Transit - Formula Grant	20.507	UT-2020-004-01		-	6,778,670
COVID-19 Grant (CARES) - Formula Grant	20.507	UT-2020-007-00		-	90,268,322
COVID-19 Grant (CRRSAA) - Formula Grant	20.507	UT-2021-019-00		-	33,584,103
FHWA Transfer to 5307 Ubanized Area Formula Grant	20.507	UT-2020-010		-	858,201
				-	132,420,950
Bus and Bus Facilities Formula Program	20.526	UT-2018-010-00		-	8,948,790
Bus and Bus Facilities Discretionary Program	20.526	UT-2018-011-00		-	6,120,301
				-	15,069,091
Federal Transit Cluster - Federal Transit Administration Programs total				**-**	**174,276,387**
Transit Services Programs Cluster - Federal Transit Administration Programs					
Federal Transit - Enahanced Mobility for Seniors and	20.513	UT-16-X006		-	4,749
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2016-013		13,078	40,059
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2017-015		9,692	87,812
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2017-016		48,793	147,163
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2017-017		148,204	295,319
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2019-001		85,674	147,255
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2019-002		86,704	148,050
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2019-003		-	78,286
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2021-005		-	194,165
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2021-007		-	23,391
Federal Transit - Enahanced Mobility Pilot Program	20.513	UT-2020-003		-	233,170
Federal Transit - Suicide Prevention Research and Demonstration Project	20.513	UT-2021-004		-	152,363
Federal Transit - Enahanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2021-006		-	27,026
Transit Services Programs Cluster - Federal Transit Administration Programs				392,145	1,578,808
Federal Transit Administration Programs total				**392,145**	**175,855,195**

UTAH TRANSIT AUTHORITY
Schedule of Expenditures of Federal Awards
For the year ended December 31, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal ALN Number	Grant Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
National Infrastructure Investment - Federal Transit Administration Programs					
Federal Transit Administration - National Infrastructure Investment (TIGER)	20.933	UT-2018-002		$ -	$ 3,624,166
National Infrastructure Investment - Federal Transit Administration Programs total				**-**	**3,624,166**
TOTAL U.S. DEPARTMENT OF TRANSPORTATION				**392,145**	**179,479,361**
DEPARTMENT OF HOMELAND SECURITY					
FEMA Rail and Transit Security Grant Program	97.075	17-RA-00042		-	10,100
FEMA Rail and Transit Security Grant Program	97.075	19-RA-00040		-	22,856
TOTAL DEPARTMENT OF HOMELAND SECURITY				**-**	32,956
TOTAL FEDERAL AWARDS EXPENDED				**$ 392,145**	**$ 179,512,318**

RECONCILIATION OF FEDERAL EXPENDITURES TO FEDERAL REVENUES ON THE STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION

Federal Preventative Maintenance grants	$ 130,631,095
Capital Contributions: Federal grants	48,642,468
Total per Statement of Revenues, Expenses and Change in Net Position (2021)	179,273,563
Total per Schedule of Expenditures of Federal Awards for the year ending December 31, 2021	179,512,318
Difference	238,755

Previous Over/(Under)stated Revenues reflected in 2020 Statement of Revenues, Expenses and Change in Net Position

Transit Services Program Cluster	ALN	Grant #	Amount
Enhanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2016-013	40,059
Enhanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2017-015	2
Enhanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2017-017	74,195
Enhanced Mobility for Seniors and Individuals with Disabilities	20.513	UT-2020-003	124,461
			238,717

National Infrastructure Investment – Office of the Secretary Programs	ALN	Grant #	Amount
Office of Secretary – National Infrastructure Investment (TIGER)	20.933	UT-2018-002	38
			38

Total Adjustment	$ 238,755

A. Basis of Accounting

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net position or cash flows of the Authority. Expenditures are recognized on the accrual basis of accounting, following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

B. Pass-Through Awards

The Authority receives certain expenditures of federal awards, which is passed through to sub-recipients. The total amount of such pass-through awards is included in the schedule of expenditures of federal awards.

C. Non-Cash Federal Assistance

No non-cash federal assistance was received during the year ended December 31, 2021.

D. Indirect Cost Rate

The Authority did not use the 10 percent de minimis indirect cost rate.

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	X Yes	____ No
Significant deficiency(ies) identified?	X Yes	____ None reported
Noncompliance material to financial statements noted?	____ Yes	X No

Federal Awards

Internal control over major federal programs:		
Material weakness(es) identified?	____ Yes	X No
Significant deficiencies identified not considered to be material weaknesses?	X Yes	____ None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	X No

Identification of major federal programs:

Assistance Listing Number(s)	Program/Cluster Title
20,500, 20.507, 20.526	Federal Transit Cluster
20.933	National Infrastructure Investments

Dollar threshold used to distinguish between type A and type B programs:	$3,000,000	
Auditee qualified as low-risk auditee?	____ Yes	X No

(Continued)

SECTION II – FINDINGS RELATING TO THE FINANCIAL STATEMENTS, WHICH ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS

Finding 2021-001 – Information Technology Controls over Change Management (Material Weakness)

Criteria: Internal controls over information systems are a key component of an organization's control environment. Entities should have internal controls including policies and procedures requiring appropriate segregation of duties for key process cycles. Where adequate segregation of duties cannot be employed via system access restrictions, detective and monitoring review controls should be established that adequately mitigate such risks.

Condition/Context: Segregation of duties does not exist between individuals with access to the general ledger source code and individuals responsible for implementing changes to the source code into the production environment.

Effect: Unauthorized or uncontrolled changes to general ledger software could be made to the application source code, which could impact system availability, data integrity, and information confidentiality.

Cause: Individuals with application development access have the ability to modify source code and deploy the changes into production. The Authority has a policy that source code changes are required to be reviewed by a second individual, however there are no system limitations or other restrictions to prevent unapproved changes from being placed into production. Furthermore, effective compensating controls are not in place to monitor and review source code changes that may have circumvented the policy requirement.

Identification as a Repeat Finding: This finding was reported in the immediately prior audit as Finding 2020-001.

Recommendation: We recommend that the Authority modify its policies and procedures to ensure that source code changes are initiated with appropriate authorization and management oversight and approval is obtained prior to implementing the changes into the production environment. If access to development and production cannot be restricted, a compensating monitoring control should be implemented wherein an independent individual reviews source code changes for propriety.

Management's Response: Technology Management installed and configured privileged access management (PAM) solution for its ERP system in late December 2021. The PAM solution would provide the necessary detective and monitoring review controls to satisfy the audit finding. Staff who need access to the production environment for support and application upgrades are required to make an access request, first through the Technology Change Control Board (TCCB) and then through the PAM solution. The PAM system will issue temporary credentials and maintain logs that track all developer activities during the session.

Staff is currently working on how documentation and approval will work in the new software. After reviewing the process with Crowe LLP staff in April 2022, UTA will implement the necessary changes and responsibilities in Technology Management by August 2022.

Log activity and session recordings from the PAM system for ERP are reviewed and will be independent of development staff and supervision anytime developers must access the production environment. Detailed documentation of the specific work performed is part of the existing change control process.

(Continued)

Finding 2021-002 – Financial Reporting Controls over Pension Trust (Significant Deficiency)

Criteria: Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, including the design, implementation, and maintenance of internal controls.

Condition/Context: The following conditions were identified in our testing of the pension trust:

1. General journal entries to the trust financial statements are not formally reviewed and approved.
2. Reconciliations of trust balances and activity are not formally reviewed and approved.

Effect: The lack of a formal policy for review of journal entries and reconciliations could result in misstatement of the trust financial statements due to error or fraud as unauthorized or inaccurate transactions could go undetected.

Cause: The Authority does not have a policy requiring the review and approval of pension trust journal entries or reconciliation of pension trust activity reported in the financial statements to the underlying records and source data.

Identification as a Repeat Finding: This finding was reported in the immediately prior audit as Finding 2020-003.

Recommendation: We recommend the Authority's management increase oversight of all third-parties involved in the administration of the pension trust by designing and implementing controls over the reconciliation of pension trust activity reported in the financial statements. Specifically, management should ensure that transactions and balances, including investment activity, contributions, benefit payments, and other general journal entries reported in the trust financial statements reconcile to the underlying detail maintained by the Authority, the custodian, and any other Third Party Administrators.

Management's Response: Management agrees with the finding. The Chief Financial Officer and Chief People Officer will continue to lead development of an agency strategy to provide coordinated oversight of pension administration including all existing contractors. This will include addressing the following areas of concern:

- Monitoring journal entries performed by the pension accounting firm in the pension accounting system and trial balance
- Reviewing financial statements integrated into the yearly financials of the Authority for completeness and accurate actuarial information
- Serving at a repository for investment statements and audited financial statements
- Reviewing pension benefit calculations
- Insuring retention of documentation on employee retirement choices
- Follow-up on monthly payments of taxes and annual tax reporting to the various states and the federal government
- Implementing regulatory and compliance changes with the various pension contracts to ensure ongoing compliance

Given the breath and scope of this review, the recommendations by the Chief Officers will be presented at the fall 2022 pension committee meeting and finalized at the last pension committee meeting of 2022.

(Continued)

Finding 2021-003 – Accounting for Capital Assets (Significant Deficiency)

Criteria: Accounting processes and systems should be in place to accurately track capital asset balances and activities, including the cost basis, accumulated depreciation, current period depreciation, and net book value for each asset.

Condition/Context: In 2020, management reassessed the useful lives of certain capital assets outside of the general ledger system and began using a manual spreadsheet to track accumulated depreciation and current period depreciation expense. During our testing of management's spreadsheet in the current year audit, we identified several formula errors resulting in an overstatement of 2021 depreciation expense of approximately $3.2 million. In addition, in 2021 management changed the initial start date of the new useful lives, and as a result, the 2020 depreciation expense was overstated by approximately $5.1 million, which caused 2021 depreciation expense to be understated by the same amount.

Effect: Use of a manual schedule reduces the effectiveness of the controls the system has in place, increasing risk of misstatement to the financial statements.

Cause: The capital assets module of the accounting system does not track these specific capital assets using their appropriate reassessed useful lives, requiring management to use a manual spreadsheet to recalculate the appropriate depreciation expense in the financial statements.

Identification as a Repeat Finding: This finding was reported in the immediately prior audit as Finding 2020-004.

Recommendation: We recommend that the Authority work with their software company (Oracle/JD Edwards) to adjust the useful lives of capital assets within the system to reflect the appropriate depreciation and remaining useful lives so the system calculations can be relied on for future financial reporting, rather than a manual spreadsheet. The Authority has also received several findings in a recent Federal Transit Administration Financial Management Oversight report citing additional deficiencies in internal control policies and procedures regarding capital assets that should be considered in additional to this finding.

Management's Response: Management understands the recommendation, but as a Federal Grantee, the Authority is trying to keep its FTA mandated Transit Asset Management Plan and financial system referencing a common depreciation schedule. Prior Authority management were aggressive (understated the useful life) in their depreciation methods for revenue vehicles and were not consistent with asset depreciation as document in the FTA approved Transit Asset Management Plan. Keeping Oracle/JD Edwards at the retrospective calculation for revenue vehicle depreciation for federal reporting purposes is in the best interest of the Authority for Federal Transit Administration compliance.

The Authority is aware of the miscalculation in the referenced 2021 excel spreadsheet for revenue vehicles based on the prospective accounting guidance from this finding but feel this issue has been already resolved for 2022 after the auditor's review in June 2022. An accounting entry will be done as part of the 2022 financial statement to reconcile Oracle/JD Edwards to the correct prospective change in accounting estimate tracked by spreadsheet until the two amounts match in subsequent years.

As to the findings in the Federal Transit Administration Financial Management Oversight Report, The Authority's staff has developed individual plans for each of the four capital asset related findings with the Federal Transit Administration and the corrective actions are currently on-going. These finding will be resolved by December 31, 2022.

(Continued)

SECTION III – FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS INCLUDING AUDIT FINDINGS AS DEFINED IN Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Finding 2021-004 – Federal Transit Cluster Cash Management (Significant Deficiency)

Criteria: Per 2 CFR section 200.305(b), non-federal entities must minimize the time elapsing between the transfer of funds from the US Treasury or pass-through entity and disbursement by the non-federal entity for direct program or project costs and the proportionate share of allowable indirect costs.

Questioned Cost: None identified.

Condition/Context: We selected a sample of 60 disbursements to test whether the Authority had disbursed the funds prior to the date of the reimbursement request from the Department of Transportation. For 4 of the disbursement sample selections, management was unable to identify which specific reimbursement request the expenditure was included in and thus we were unable to identify whether the funds were properly disbursed prior to the reimbursement request.

Effect: The Authority is not in compliance with the cash management requirements of Uniform Guidance and may not have disbursed the funds prior to the date of the reimbursement request from the Department of Transportation.

Cause: Due to turnover in the Authority's grants management they were unable to identify and provide supporting documentation of the individual expenditures that comprised certain reimbursement requests.

Identification as a Repeat Finding: N/A

Recommendation: We recommend that the Authority maintain detailed supporting documentation for each reimbursement request that includes a listing of individual allowable expenditures that reimbursement is being requested for.

Management's Response: Management agrees with the finding and has already taken steps in drawdown documentation in 2022 to add more detail to the request for future references.

Other Supplementary Schedules



UTA
UTAH TRANSIT AUTHORITY

For Fiscal Year Ended
December 31, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE*

Board of Trustees
Utah Transit Authority
Salt Lake City, Utah

Report On Compliance

Opinion on State Compliance

We have audited the Utah Transit Authority's (the Authority), a component unit of the State of Utah, compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the State Auditor, for the year ended December 31, 2021.

State compliance requirements were tested for the year ended December 31, 2021 in the following areas:

- Budgetary Compliance
- Restricted Taxes and Related Revenues
- Fraud Risk Assessment
- Government Fees

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above for the year ended December 31, 2021.

Basis for Opinion on State Compliance

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); and the audit requirements of the *State Compliance Audit Guide*, issued by the Office of the State Auditor. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's state programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and the *State Compliance Audit Guide* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements as a whole.

In performing an audit in accordance with GAAS and the *State Compliance Audit Guide*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

(Continued)

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 17, 2022

UTAH TRANSIT AUTHORITY

Independent Accountant's Report
On Applying Agreed-Upon Procedures

Year Ended December 31, 2021

Crowe LLP
Independent Member Crowe Global

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Management
Utah Transit Authority
Salt Lake City, Utah

We have performed the attached procedures on the Federal Funding Allocation Statistics Form FFA-10 (FFA-10), related to the Utah Transit Authority's (the Authority) compliance with the Federal Transit Administration's (FTA) Declarations section of the *2021 Policy Manual* and the Uniform System of Accounts (USOA) and Records and Reporting System; Final Rule, as specified in 49 CFR Part 630, Federal Register, January 15, 1993, as of December 31, 2021. The Authority is responsible for its compliance with those requirements.

The Authority has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in understanding compliance with the above specified requirements. Additionally, FTA has agreed to and acknowledged that the procedures are appropriate to meet their purposes. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures and reporting on findings based on the procedures performed.

The procedures and the associated findings are in Attachment A.

We were engaged by the Authority to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Authority and FTA and is not intended to be, and should not be, used by anyone other than these specified parties.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
June 10, 2022

Attachment A

The procedures below were applied separately to each of the information systems used to develop the reported actual vehicle revenue miles (VRM), fixed guideway (FG), directional route miles (DRM), passenger miles traveled (PMT), and operating expenses (OE) of the Authority for the year ending December 31, 2021 for each of the following modes:

- Motor Bus – Directly Operated (MBDO)
- Commuter Bus – Directly Operated (CBDO)
- Commuter Rail – Directly Operated (CRDO)
- Light Rail – Directly Operated (LRDO)
- Demand Response – Directly Operated (DRDO)
- Demand Response – Purchased Transportation (DRPT)
- Motor Bus – Purchased Transportation (MBPT)
- Vanpool – Directly Operated (VPDO)

a. Obtain and read a copy of written system procedures for reporting and maintaining data in accordance with NTD requirements and definitions set forth in 49 CFR Part 630, Federal Register, dated January 15, 1993, and as presented in the *2021 Policy Manual*. If there are no procedures available, discuss the procedures with the personnel assigned responsibility for supervising the NTD data preparation and maintenance.

   Procedure performed without exception.

b. Discuss the procedures (written or informal) with the personnel assigned responsibility of supervising the preparation and maintenance of NTD data over:

   - The extent to which the transit agency followed the procedures on a continuous basis; and
   - Whether these transit personnel believe such procedures result in accumulation and reporting of data consistent with NTD definitions and requirements set forth in 49 CFR Part 630, Federal Register, dated January 15, 1993, and as presented in the *2021 Policy Manual*.

   Procedure performed without exception.

c. Ask these same personnel about the retention policy that the transit agency follows as to source documents supporting NTD data reported on the Federal Funding Allocation Statistics form.

   Per inquiry with the Authority NTD Staff ("Staff"), NTD source documentation is retained for a minimum of 3 years per the FTA requirements and is stored on local drives for longer. Procedure performed without exception.

d. Based on a description of the transit agency's procedures from items (A) and (B) above, identify all the source documents that the transit agency must retain for a minimum of three years. For each type of source document, haphazardly select three months out of the year and observe whether the document exists for each of these periods.

   We selected a haphazard sample of 24 total source documents across all modes from March, May, and September of 2018, 2019, and 2020. We observed that the source documents were maintained for each year as required. Procedure performed without exception.

e. Discuss the system of internal controls by inquiring whether separate individuals (independent of the individuals preparing source documents and posting data summaries) obtain the source documents and data summaries for completeness, accuracy, and reasonableness and how often these individuals perform such reviews in order to perform procedure f.

(Continued)

Per inquiry with Staff, the Operations, Analysis & Solutions department created and adopted a system of controls in 2021 which includes formal documented preparation, review, and approval of source documents on a monthly, quarterly, and annual depending on the type of data each form requires. Procedure performed without exception.

f. Select a random sample of 3 source documents for each mode and observe whether supervisors' signatures are present. If supervisors' signatures are not required, inquire how personnel document supervisors' reviews.

We selected a haphazard sample of 24 total source documents across all modes. We observed supervisors' signatures on all modes and months except March 2021 for DRDO, DRPT, and MBPT and all months for VPDO. Per inquiry with Staff, annual data for all modes is approved on a monthly disaggregated level.

g. Obtain the worksheets used to prepare the final data that the transit agency transcribes onto the Federal Funding Allocation Statistics form. Compare the periodic data included on the worksheets to the periodic summaries prepared by the transit agency. Recalculate the arithmetical accuracy of the summaries.

Procedure performed without exception.

h. Observe the procedure for accumulating and recording passenger miles traveled (PMT) data and inquire whether the procedure is one of the methods specifically approved in the 2021 Policy Manual.

Per inquiry with Staff, the sampling method is in accordance with NTD requirements.

i. Inquire with transit agency staff the transit agency's eligibility to conduct statistical sampling for PMT data every third year. Observe whether the transit agency meets NTD criteria that allow transit agencies to conduct statistical samples for accumulating PMT data every third year rather than annually by specifically observing the following:

- According to the 2010 Census, the public transit agency serves an UZA with a population less than 500,000.
- The public transit agency directly operates fewer than 100 revenue vehicles in all modes in annual maximum revenue service (VOMS) (in any size UZA).
- Service purchased from a seller is included in the transit agency's NTD report.
- For transit agencies that meet one of the above criteria, observe the NTD documentation for the most recent mandatory sampling year (2017) and observe that statistical sampling was conducted and meets the 95 percent confidence and ± 10 percent precision requirements.
- Inquire how the transit agency estimated annual PMT for the current report year.

Per inquiry with Staff, the Authority is not eligible to conduct statistical sampling for PMT data every third year.

j Obtain a description of the sampling procedure for estimation of PMT data used by the transit agency. Obtain a copy of the transit agency's working papers or methodology used to select the actual sample of runs for recording PMT data. If the transit agency used average trip length, observe that the universe of runs was the sampling frame. Observe that the methodology used to select specific runs from the universe resulted in a random selection of runs. If the transit agency missed a selected sample run, observe that a replacement sample run was random. Observe that the transit agency followed the stated sampling procedure.

We obtained the sampling procedure and methodology for PMT data noting Automatic Passenger Counters (APC) are utilized for a 100% count of PMT for the Commuter Rail, Light Rail, Commuter Bus and MBPT modes. The MBDO mode uses a modified PMT measurement method that utilizes APC data to estimate PMT. 100% of PMT are counted for the Demand Response and Vanpool modes. Procedure performed without exception.

(Continued)

k. Select a random sample of three source documents for each mode for accumulating PMT data and determine that the data are complete by comparing the data in the accumulation periods to the total (all required data are recorded) and that the computations are accurate by recalculating. Select a random sample of three accumulation periods for each mode and re-compute the accumulations for each of the selected periods. Recalculate the arithmetical accuracy of the summary.

We selected a haphazard sample of 24 total source documents from March 2021, May 2021, and September 2021 for each mode and recalculated PMT. Procedure performed without exception, except for modes and accumulation periods listed below.

For MBDO, PMT data in the summary was higher/(lower) than our recalculation for the 3 selected months by 145,520, 55,954, and (3), respectively, totaling 201,471. For CBDO, PMT data in the summary was 13,853 higher than our recalculation for March 2021. For LRDO, PMT data in the summary was higher/(lower) than our recalculation for the 3 selected months by 247, 228, and 612, respectively, totaling 1,087.

l. Inquire with management regarding the procedures for systematic exclusion of charter, school bus, and other ineligible vehicle miles from the calculation of actual vehicle revenue miles with transit agency staff and determine that they follow the stated procedures by selecting a random sample of three source documents for each mode used to record charter and school bus mileage and recalculate the arithmetical accuracy of the computations.

Per inquiry with Staff, the Authority does not operate charter, school bus, or other ineligible vehicles. As such, the procedure was not performed.

m. For actual vehicle revenue mile (VRM) data, observe the collection and recording methodology and determine that deadhead miles are systematically excluded from the computation. This is accomplished as follows:

- If actual VRMs are calculated from schedules, observe the procedures used to subtract missed trips. Select a random sample of three days that service is operated, and re-compute the daily total of missed trips and missed VRMs. Recalculate the arithmetical accuracy of the summary.
- If actual VRMs are calculated from hubodometers, observe the procedures used to calculate and subtract deadhead mileage. Select a random sample of three hubodometer readings and observe that the stated procedures for hubodometer deadhead mileage adjustments are applied as prescribed. Recalculate the arithmetical accuracy of the summary of intermediate accumulations.
- If actual VRMs are calculated from vehicle logs, select a random samples of three vehicle logs for each mode and observe that the deadhead mileage has been correctly computed in accordance with FTA definitions.

Per inquiry with Staff, with the exception of DRDO, DRPT, and VPDO, actual vehicle revenue miles are computed by subtracting deadhead mileage and missed trips from the scheduled trips. For DRDO and DRPT, actual vehicle revenue miles are calculated by subtracting the deadhead mileage from the miles on hubodometer readings. For VPDO, actual VRMs are calculated from vehicle logs and there are no deadhead miles since it is a non-dedicated service. Procedure performed without exception.

n. For rail modes, observe the recording and accumulation sheets for actual VRMs and observe that locomotive miles are not included in the computation.

Procedure performed without exception.

(Continued)

o. If fixed guideway or High Intensity Bus directional route miles (FG or HIB DRM) are reported, inquire of the person responsible for maintaining and reporting the NTD data whether the operations meet FTA definition of fixed guideway (FG) or High Intensity Bus (HIB) in that the service is:

- Rail, Trolleybus (TB), Ferryboat (FB), or Aerial Tramway (TR); or
- Bus (MB, CB, or RB) service operating over exclusive or controlled access rights-of-way (ROW); and
  i. Access is restricted;
  ii. Legitimate need for restricted access is demonstrated by peak period level of service D or worse on a parallel adjacent highway; and
  iii. Restricted access is enforced for freeways; priority lanes used by other high occupancy vehicles (HOV) (i.e., Vanpools (VP), carpools) must demonstrate safe operation.

Per inquiry with Staff, the modes reporting FG and HIB DRM meet the FTA definitions as listed above. Procedure performed without exception.

p. Observe the measurement of FG and HIB DRM with the person reporting NTD data and inquire if he or she computed mileage in accordance with FTA definitions of FG/HIB and DRM. Inquire of any service changes during the year that resulted in an increase or decrease in DRMs. If a service change resulted in a change in overall DRMs, re-compute the average monthly DRMs, and compare the total to the FG/HIB DRM reported on the Federal Funding Allocation Statistics form.

Per inquiry with Staff, the computation of FG and HIB DRM is in accordance with FTA definitions. Additionally, no service changes resulted in an increase or decrease in DRMs.

q. Inquire if any temporary interruptions in transit service occurred during the report year. If these interruptions were due to maintenance or rehabilitation improvements to a FG segment(s), the following apply to management:

- Report DRMs for the segment(s) for the entire report year if the interruption is less than 12 months in duration. Report the months of operation on the FG/HIB segments form as 12. The transit agency should document the interruption.
- If the improvements cause a service interruption on the FG/HIB DRMs lasting more than 12 months, the transit agency should contact its NTD validation analyst to discuss. FTA will make a determination on how to report the DRMs.

Procedure performed without exception.

r. Recalculate FG/HIB DRM from maps or by retracing route.

Procedure performed without exception.

s. Inquire whether other public transit agencies operate service over the same FG/HIB as the transit agency. If yes, observe that the transit agency coordinated with the other transit agency (or agencies) such that the DRMs for the segment of FG/HIB are reported only once to the NTD on the Federal Funding Allocation form. (Note: Each transit agency should report the actual VRM, PMT, and OE for the service operated over the same FG/HIB.)

Per inquiry with Staff, the Authority operates modes of service over the same FG/HIB as other transit agencies. UTA is the approved operator for all their FG and UTA is reporting their actual VRM, PMT, and OE for their services. Procedure performed without exception.

(Continued)

t. Obtain the FG/HIB segments form. Inquire regarding the Agency Revenue Service Start Date for any segments added in the 2021 report year with the persons reporting NTD data. This is the commencement date of revenue service for each FG/HIB segment. Observe that the date reported is the date that the agency began revenue service. This may be later than the Original Date of Revenue Service if the transit agency is not the original operator. (Note: If a segment was added for the 2021 report year, the Agency Revenue Service Date must occur within the transit agency's 2021 fiscal year. Segments are grouped by like characteristics. Note that for apportionment purposes, under the State of Good Repair (§5337) and Bus and Bus Facilities (§5339) programs, the 7-year age requirement for fixed guideway/High Intensity Busway segments is based on the report year when the segment is first reported by any NTD transit agency. This pertains to segments reported for the first time in the current report year. (Even if a transit agency can document an Agency Revenue Service Start Date prior to the current NTD report year, FTA will only consider segments continuously reported to the NTD.)

We obtained the FG/HIB segments form. There were no new segments added during the reporting year 2021.

u. Compare operating expenses in the FFA-10 with audited financial data after reconciling items are removed.

Procedure performed without exception.

v. If the transit agency purchases transportation services, inquire with the personnel reporting the NTD data regarding the amount of PT generated fare revenues. Observe the PT fare revenues equal the amount reported on the Contractual Relationship form.

Procedure performed without exception.

w. If the transit agency's report contains data for purchased transportation services and the procedures in this report were not applied to the purchased transportation services, obtain a copy of the IAS-FFA regarding data for the purchased transportation service. Note as a negative finding if the purchased transportation services were not included in this report, and the transit agency also does not have a separate Independent Accountant's Statement for the purchased transportation data.

Procedures in this report were applied to the Authority's PT modes, therefore this procedure is not applicable.

x. If the transit agency purchases transportation services, obtain a copy of the PT contract and observe that the contract specifies the public transportation services to be provided; the monetary consideration obligated by the transit agency or governmental unit contracting for the service; the period covered by the contract (and that this period overlaps the entire, or a portion of, the period covered by the transit agency's NTD report); and is signed by representatives of both parties to the contract. Inquire of the person responsible for retention of the executed contract whether copies of the contracts are retained for three years.

Procedure performed without exception.

y. If the transit agency provides service in more than one UZA, or between an UZA and a non-UZA, inquire of the procedures for allocation of statistics between UZAs and non-UZAs. Obtain and observe the FG segment worksheets, route maps, and urbanized area boundaries used for allocating the statistics, and observe that the stated procedure is followed and that the computations are correct through recalculation.

The Authority provides services in three UZAs and one non-UZA. Per inquiry with Staff, the Authority uses ArcGIS mapping to allocate statistics based on route mileage. Procedure performed without exception.

(Continued)

z. Compare the data reported on the Federal Funding Allocation Statistics Form to data from the prior report year and calculate the percentage change from the prior year to the current year. For actual VRM, PMT or OE data that have increased or decreased by more than 10 percent, or FG DRM data that have increased or decreased. Inquire of transit agency management regarding the specifics of operations that led to the increases or decreases in the data relative to the prior reporting period.

Procedure performed without exception.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

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

TITLE:

Executive Director's Report
- **UTA Services to Events**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

- UTA Services to Events
  - Garth Brooks
  - Air Show
  - Tim McGraw

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, CFO
PRESENTER(S):	Brad Armstrong, Senior Manager Budget and Financial Analysis Dan Hofer, Manager Capital Assets and Project Controls

TITLE:

Financial Report - May, 2022

AGENDA ITEM TYPE:
Discussion

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 May 2022 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 May 2022 Monthly Financial Statements and a status update on Capital Program delivery.

DISCUSSION:
At the July 13th meeting, the Senior Manager Budget and Financial Analysis 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 Manager of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:
N/A

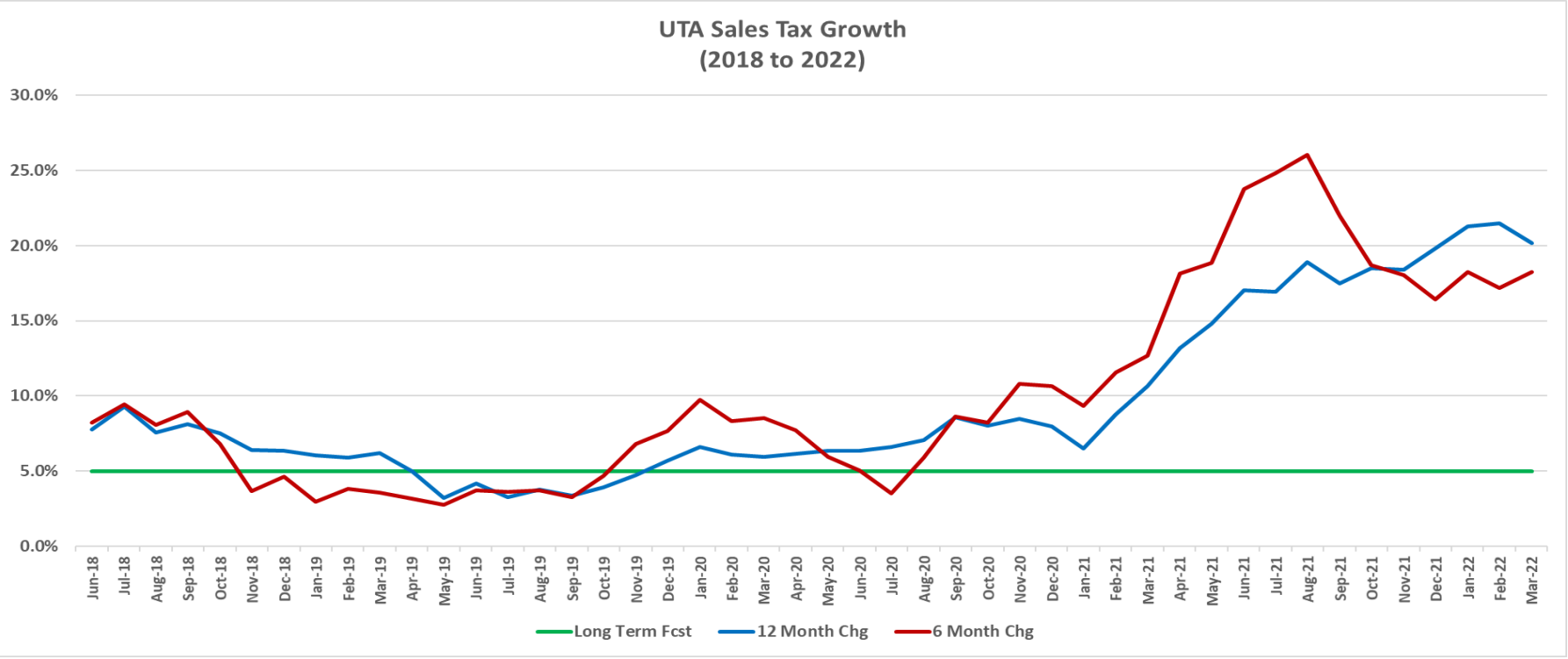
FISCAL IMPACT:
N/A

ATTACHMENTS:
May 2022 Board Dashboard

May 2022 Monthly Financial Statement

UTA Board Dashboard May 2022

Financial Metrics	May Actual	May Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Mar '22 mm $)	$ 43.6	$ 39.4	$ 4.23	10.7%	$ 112.2	$ 96.4	$ 15.87	16.5%
Fare Revenue (mm)	$ 2.9	$ 2.7	$ 0.18	6.6%	$ 14.0	$ 14.0	$ 0.02	0.1%
Operating Exp (mm)	$ 27.4	$ 29.1	1.67	5.7%	$ 134.8	$ 147.0	$ 12.22	8.3%
Subsidy Per Rider (SPR)	$ 9.80	$ 13.25	$ 3.45	26.0%	$ 9.70	$ 13.25	$ 3.55	26.8%
UTA Diesel Price ($/gal)	$ 4.58	$ 2.75	$ (1.83)	-66.6%	$ 3.71	$ 2.75	$ (0.96)	-34.8%
Operating Metrics	**May Actual**	**May-21**	**F/ (UF)**	**%**	**YTD Actual**	**YTD 2021**	**F/ (UF)**	**%**
Ridership (mm)	2.50	1.77	0.7	41.3%	12.45	8.67	3.8	43.7%
Alternative Fuels	**CNG Price** (Diesel Gal Equiv)	$ 1.82						



UTAH TRANSIT AUTHORITY

Utah Transit Authority

Financial Statement

(Unaudited)

May 31, 2022

KEY ITEM REPORT
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-1

		2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE
1	Operating Revenue	$ (14,940,790)	$ (14,554,981)	$ 385,809	3%
2	Operating Expenses	134,771,297	146,987,992	12,216,695	8%
3	Net Operating Income (Loss)	(119,830,507)	(132,433,011)	12,602,504	10%
4	Capital Revenue	(55,692,051)	(101,182,564)	(45,490,513)	-45%
5	Capital Expenses	63,351,330	133,611,711	70,260,381	53%
6	Net Capital Income (Loss)	(7,659,279)	(32,429,147)	24,769,868	76%
7	Sales Tax	(182,654,415)	(166,789,000)	15,865,415	10%
8	Other Revenue	(166,655,668)	(108,734,408)	57,921,260	53%
9	Debt Service	34,134,536	34,209,464	74,928	0%
10	Sale of Assets	3,485,569	-	(3,485,569)	
11	Net Non-Operating Income (Loss)	311,689,978	241,313,944	70,376,034	29%
12	Contribution to Cash Balance	$ 184,200,192	$ 76,451,786	$ 107,748,406	141%
13	Amortization	4,515,992			
14	Depreciation	57,913,800			
15	Total Non-cash Items	$ 62,429,792			

STATISTICS

RIDERSHIP

	2021 Actual	May 2022	May 2021	Difference	2022 YTD	2021 YTD	Difference
16	23,961,002	2,502,014	1,770,861	731,153	12,449,456	8,665,784	3,783,673

OPERATING SUBSIDY PER RIDER -

			SPR
17	Net Operating Expense	$	134,771,297
18	Less: Passenger Revenue	-	(14,040,790)
19	Subtotal		120,730,507
20	Divided by: Ridership	÷	12,449,456
21	Subsidy per Rider	$	9.70

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-2

BALANCE SHEET

		5/31/2022	5/31/2021
	CURRENT ASSETS		
1	Cash	$ 39,607,594	$ 14,166,827
2	Investments (Unrestricted)	501,792,552	254,570,798
3	Investments (Restricted)	166,970,961	171,971,125
4	Receivables	72,327,555	62,189,830
5	Receivables - Federal Grants	4,062,640	110,032,547
6	Inventories	35,898,060	33,874,648
7	Prepaid Expenses	909,707	861,907
8	TOTAL CURRENT ASSETS	$ 821,569,069	$ 647,667,682
9	Property, Plant & Equipment (Net)	2,914,893,120	2,890,472,568
10	Other Assets	130,853,531	146,780,408
11	TOTAL ASSETS	$ 3,867,315,720	$ 3,684,920,658
12	Current Liabilities	96,543,874	98,368,793
14	Net Pension Liability	90,642,486	96,783,597
15	Outstanding Debt	2,406,333,618	2,440,647,432
16	Net Investment in Capital Assets	669,423,757	654,471,647
17	Restricted Net Position	98,699,077	83,868,034
18	Unrestricted Net Position	505,672,908	310,781,155
19	TOTAL LIABILITIES & EQUITY	$ 3,867,315,720	$ 3,684,920,658

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

	RESTRICTED RESERVES		
20	Debt Service Reserves	$ 3,250	$ 26,860
21	2010/2015 Bond DSR Proceeds	339	2,076,143
22	2018 Bond Proceeds	5,244,957	13,259,503
23	2019 Bond Proceeds	42,917,261	64,241,721
24	Debt Service Interest Payable	85,477,459	73,250,943
25	Risk Contingency Fund	8,040,994	8,032,095
26	Catastrophic Risk Reserve Fund	1,100,253	
27	Box Elder County ROW (sales tax)	2,117,721	4,251,071
28	Utah County 4th Qtr (sales tax)	2,830,318	
29	Davis County Escrow	(153)	522,556
30	SL County Escrow	-	-
31	Amounts held in escrow	19,238,562	6,300,233
32	TOTAL RESTRICTED RESERVES	$ 166,970,961	$ 171,961,125
	DESIGNATED GENERAL AND CAPITAL RESERVES		
33	General Reserves	65,368,000	$ 58,778,000
34	Service Sustainability Reserves	10,895,000	9,796,000
35	Capital Reserve	45,616,000	44,338,000
36	Debt Reduction Reserve	30,000,000	30,000,000
37	TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	$ 151,879,000	$ 142,912,000
38	TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	$ 318,849,961	$ 314,873,125

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-3

REVENUE & EXPENSES

		ACTUAL May-22	ACTUAL May-21	YTD 2022	YTD 2021
	OPERATING REVENUE				
1	Passenger Revenue	$ (2,911,185)	$ (2,385,630)	$ (14,040,790)	$ (12,213,453)
2	Advertising Revenue	(174,500)	(90,000)	(900,000)	(479,086)
3	TOTAL OPERATING REVENUE	$ (3,085,685)	$ (2,475,630)	$ (14,940,790)	$ (12,692,539)
	OPERATING EXPENSE				
4	Bus Service	$ 9,500,051	$ 8,209,530	$ 48,904,822	$ 43,922,690
5	Commuter Rail	2,399,831	1,772,282	10,284,790	9,013,423
6	Light Rail	3,200,069	3,070,234	16,012,346	15,517,729
7	Maintenance of Way	969,827	1,044,598	7,547,425	7,672,665
8	Paratransit Service	2,215,471	1,655,764	10,066,064	9,282,327
9	RideShare/Van Pool Services	301,564	326,449	1,106,967	1,315,094
10	Microtransit	980,315	161,534	2,740,991	569,478
11	Operations Support	4,435,148	3,297,005	22,731,141	20,358,623
12	Administration	2,708,910	2,756,358	12,401,786	12,753,712
13	Planning/Capital Development/Real Estate	708,607	728,146	2,974,965	2,269,606
14	Non-Departmental	-	-	-	-
15	TOTAL OPERATING EXPENSE	$ 27,419,793	$ 23,021,900	$ 134,771,297	$ 122,675,347
16	NET OPERATING (INCOME) LOSS	$ 24,334,108	$ 20,546,270	$ 119,830,507	$ 109,982,808
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	(209,817)	(159,632)	(817,996)	(484,079)
18	Sales Tax Revenue[1]	(38,787,840)	(38,080,473)	(182,654,415)	(150,606,027)
19	Other Revenue	(1,009,338)	(597,297)	(4,720,466)	(2,923,615)
20	Fed Operations/Preventative Maint. Revenue	(35,739,853)	(77,753,914)	(161,117,206)	(135,617,698)
21	Bond Interest	6,537,638	7,360,880	32,688,191	36,897,383
22	Bond Interest UTCT	152,434	162,410	762,168	812,082
23	Bond Cost of Issuance/Fees	-	12,150	42,100	69,250
24	Lease Interest	88,269	101,583	642,077	519,285
25	Sale of Assets	9,268	(303,634)	3,485,569	(26,314)
26	TOTAL NON-OPERATING EXPENSE	$ (68,959,239)	$ (109,257,927)	$ (311,689,978)	$ (251,359,733)
27	CONTRIBUTION TO RESERVES	$ 44,625,131	$ 88,711,657	$ 191,859,471	$ 141,376,925
	OTHER EXPENSES (NON-CASH)				
27	Bond Premium/Discount Amortization	(2,271,030)	(387,378)	(1,784,499)	(1,886,945)
28	Bond Refunding Cost Amortization	5,414,239	293,694	5,962,610	1,468,472
29	Future Revenue Cost Amortization	67,576	67,576	337,881	338,181
30	Depreciation	11,568,772	21,726,497	57,913,800	67,044,933
31	NET OTHER EXPENSES (NON-CASH)	$ 14,779,557	$ 21,700,389	$ 62,429,792	$ 66,964,641

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

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-4

CURRENT MONTH

		ACTUAL May-22	BUDGET May-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (2,911,185)	$ (2,729,885)	$ 181,300	7%
2	Advertising Revenue	(174,500)	(115,000)	59,500	52%
3	TOTAL OPERATING REVENUE	$ (3,085,685)	$ (2,844,885)	$ 240,800	8%
	OPERATING EXPENSE				
4	Bus Service	$ 9,500,051	$ 9,864,363	$ 364,312	4%
5	Commuter Rail	2,399,831	2,280,791	(119,040)	-5%
6	Light Rail	3,200,069	3,481,251	281,182	8%
7	Maintenance of Way	969,827	1,722,071	752,244	44%
8	Paratransit Service	2,215,471	2,178,670	(36,801)	-2%
9	RideShare/Van Pool Services	301,564	316,182	14,618	5%
10	Microtransit	980,315	488,263	(492,052)	-101%
11	Operations Support	4,435,148	4,898,602	463,454	9%
12	Administration	2,708,910	3,110,706	401,796	13%
13	Planning/Capital Development/Real Estate	708,607	745,650	37,043	5%
14	Non-Departmental	-	-	-	
15	TOTAL OPERATING EXPENSE	$ 27,419,793	$ 29,086,549.00	$ 1,666,756	6%
16	NET OPERATING (INCOME) LOSS	$ 24,334,108	$ 26,241,664	$ 1,907,556	7%
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	$ (209,817)	$ (350,000)	$ (140,183)	-40%
18	Sales Tax Revenue	(38,787,840)	(34,556,000)	4,231,840	12%
19	Other Revenue	(1,009,338)	(1,250,000)	(240,662)	-19%
20	Fed Operations/Preventative Maint. Revenue	(35,739,853)	(19,663,703)	16,076,150	82%
21	Bond Interest	6,537,638	6,537,638	-	0%
22	Bond Interest UTCT	152,434	152,434	-	0%
23	Bond Cost of Issuance/Fees	-	11,600	11,600	100%
24	Lease Interest	88,269	136,320	48,051	35%
25	Sale of Assets	9,268	-	(9,268)	
26	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (68,959,239)	$ (48,981,711)	$ 19,977,528	41%
27	CONTRIBUTION TO RESERVES	$ 44,625,131	$ 22,740,047		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL May-22	BUDGET May-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	$ 129,859	$ 214,741	$ 84,882	40%
2	Executive Director	583,038	706,456	123,418	17%
3	Chief Planning and Engagement Officer	1,589,717	1,087,751	(501,966)	-46%
4	Chief Finance Officer	1,072,196	1,199,134	126,938	11%
5	Chief Operating Officer	20,973,638	22,481,300	1,507,662	7%
6	Chief People Officer	809,934	1,161,671	351,737	30%
7	Chief Development Officer	512,792	642,760	129,968	20%
8	Chief Enterprise Strategy Officer	1,748,619	1,592,736	(155,883)	-10%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	$ 27,419,793	$ 29,086,549	$ 1,666,756	6%

YEAR TO DATE

		ACTUAL May-22	BUDGET May-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	$ 949,422	$ 1,105,084	$ 155,662	14%
2	Executive Director	2,872,820	3,542,726	669,906	19%
3	Chief Planning and Engagement Officer	5,187,873	5,456,188	268,315	5%
4	Chief Finance Officer	5,370,782	6,055,619	684,837	11%
5	Chief Operating Officer	107,233,167	113,528,416	6,295,249	6%
6	Chief People Officer	3,481,437	5,332,995	1,851,558	35%
7	Chief Devlopment Officer	2,445,854	3,215,832	769,978	24%
8	Chief Enterprise Strategy Officer	7,229,942	8,751,132	1,521,190	17%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	$ 134,771,297	$ 146,987,992	$ 12,216,695	8%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-5

YEAR TO DATE

		ACTUAL May-21	BUDGET May-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (14,040,790)	$ (14,024,981)	$ 15,809	0%
2	Advertising Revenue	(900,000)	(530,000)	370,000	70%
3	TOTAL OPERATING REVENUE	$ (14,940,790)	$ (14,554,981)	$ 385,809	3%
	OPERATING EXPENSE				
4	Bus Service	$ 48,904,822	$ 49,871,397	$ 966,575	2%
5	Commuter Rail	10,284,790	11,071,519	786,729	7%
6	Light Rail	16,012,346	17,483,133	1,470,787	8%
7	Maintenance of Way	7,547,425	8,496,432	949,007	11%
8	Paratransit Service	10,066,064	10,901,197	835,133	8%
9	RideShare/Van Pool Services	1,106,967	1,581,168	474,201	30%
10	Microtransit	2,740,991	2,391,412	(349,579)	-15%
11	Operations Support	22,731,141	24,635,813	1,904,672	8%
12	Administration	12,401,786	16,825,639	4,423,853	26%
13	Planning/Capital Development/Real Estate	2,974,965	3,730,282	755,317	20%
14	Non-Departmental	-	-	-	
15	TOTAL OPERATING EXPENSE	$ 134,771,297	$ 146,987,992	$ 12,216,695	8%
16	NET OPERATING (INCOME) LOSS	$ 119,830,507	$ 132,433,011	$ 12,602,504	10%
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	$ (817,996)	$ (1,350,000)	$ 532,004	-39%
18	Sales Tax Revenue	(182,654,415)	(166,789,000)	(15,865,415)	10%
19	Other Revenue	(4,720,466)	(5,008,000)	287,534	-6%
20	Fed Operations/Preventative Maint. Revenue	(161,117,206)	(102,376,408)	(58,740,798)	57%
21	Bond Interest	32,688,191	32,688,190	(1)	0%
22	Bond Interest UTCT	762,168	796,320	34,152	4%
23	Bond Cost of Issuance/Fees	42,100	34,150	(7,950)	-23%
24	Lease Interest	642,077	690,804	48,727	7%
25	Sale of Assets	3,485,569	-	(3,485,569)	
26	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (311,689,978)	$ (241,348,094)	$ 70,341,884	29%
27	CONTRIBUTION TO RESERVES	$ 191,859,471	$ 108,915,083		

CAPITAL PROJECTS
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-6

		2021 ACTUAL	ANNUAL BUDGET	PERCENT
	EXPENSES			
1	REVENUE AND NON-REVENUE VEHICLES	$ 13,746,530	$ 47,286,015	29.1%
2	INFORMATION TECHNOLOGY	1,530,289	21,058,786	7.3%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,426,274	5,419,280	26.3%
4	CAPITAL PROJECTS	9,453,784	100,404,126	9.4%
5	AIRPORT STATION RELOCATION	135,097	9,453,807	1.4%
6	STATE OF GOOD REPAIR	9,521,865	37,374,436	25.5%
7	DEPOT DISTRICT	9,621,893	32,400,124	29.7%
8	OGDEN/WEBER STATE BRT	13,996,571	52,580,513	26.6%
9	TIGER	3,919,027	14,691,019	26.7%
10	TOTAL	$ 63,351,330	$ 320,668,106	19.8%
	REVENUES			
11	GRANT	$ 12,851,755	$ 85,192,380	15.1%
12	STATE CONTRIBUTION	3,951,485	13,914,417	28.4%
13	LEASES (PAID TO DATE)	16,925,418	51,875,592	32.6%
14	BONDS	21,364,348	61,439,830	34.8%
15	LOCAL PARTNERS	599,045	30,415,935	2.0%
16	UTA FUNDING	7,659,279	77,829,952	9.8%
17	TOTAL	$ 63,351,330	$ 320,668,106	19.8%

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
UTA				
Fully Allocated Costs	27,419,373	23,021,900	134,771,299	122,675,347
Passenger Farebox Revenue	2,911,185	2,381,234	14,040,790	11,494,162
Passengers	2,502,014	1,770,861	12,449,456	8,665,784
Farebox Recovery Ratio	10.6%	10.3%	10.4%	9.4%
Actual Subsidy per Rider	$9.80	$11.66	$9.70	$12.83
BUS SERVICE				
Fully Allocated Costs	13,736,232	12,081,952	69,159,595	63,610,672
Passenger Farebox Revenue	1,374,950	1,179,112	6,055,783	5,373,552
Passengers	1,208,598	928,149	6,254,509	4,675,078
Farebox Recovery Ratio	10.0%	9.8%	8.8%	8.4%
Actual Subsidy per Rider	$10.23	$11.75	$10.09	$12.46
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,863,669	6,441,066	36,251,296	35,003,027
Passenger Farebox Revenue	747,106	611,017	3,352,660	2,704,355
Passengers	909,156	606,043	4,347,398	2,903,520
Farebox Recovery Ratio	10.9%	9.5%	9.2%	7.7%
Actual Subsidy per Rider	$6.73	$9.62	$7.57	$11.12
COMMUTER RAIL SERVICE				
Fully Allocated Costs	2,980,804	2,273,987	13,670,018	12,131,167
Passenger Farebox Revenue	489,754	301,703	2,109,387	1,563,815
Passengers	241,829	146,588	1,164,957	648,693
Farebox Recovery Ratio	16.4%	13.3%	15.4%	12.9%
Actual Subsidy per Rider	$10.30	$13.45	$9.92	$16.29
MICROTRANSIT				
Fully Allocated Costs	1,040,606	-	3,015,467	-
Passenger Farebox Revenue	16,491	-	61,922	-
Passengers	16,604	-	64,785	-
Farebox Recovery Ratio	1.6%	0.0%	2.1%	0.0%
Actual Subsidy per Rider	$61.68	$0.00	$45.59	$0.00
PARATRANSIT				
Fully Allocated Costs	2,221,618	1,671,112	10,348,319	9,536,330
Passenger Farebox Revenue	52,614	38,826	1,199,428	495,770
Passengers	65,417	39,540	312,743	178,980
Farebox Recovery Ratio	2.4%	2.3%	11.6%	5.2%
Actual Subsidy per Rider	$33.16	$41.28	$29.25	$50.51
RIDESHARE				
Fully Allocated Costs	576,444	553,784	2,326,603	2,394,150
Passenger Farebox Revenue	230,270	250,576	1,261,610	1,356,670
Passengers	60,409	50,541	305,065	259,512
Farebox Recovery Ratio	39.9%	45.2%	54.2%	56.7%
Actual Subsidy per Rider	$5.73	$6.00	$3.49	$4.00

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	$13,736,232	$12,081,952	$69,159,595	$63,610,672
Light Rail Service	$6,863,669	$6,441,066	$36,251,296	$35,003,027
Commuter Rail Service	$2,980,804	$2,273,987	$13,670,018	$12,131,167
Microtransit	$1,040,606	$0	$3,015,467	$0
Paratransit	$2,221,618	$1,671,112	$10,348,319	$9,536,330
Rideshare	$576,444	$553,784	$2,326,603	$2,394,150
UTA	$27,419,373	$23,021,900	$134,771,299	$122,675,347
PASSENGER FAREBOX REVENUE				
Bus Service	$1,374,950	$1,179,112	$6,055,783	$5,373,552
Light Rail Service	$747,106	$611,017	$3,352,660	$2,704,355
Commuter Rail Service	$489,754	$301,703	$2,109,387	$1,563,815
Microtransit	$16,491	$0	$61,922	$0
Paratransit	$52,614	$38,826	$1,199,428	$495,770
Rideshare	$230,270	$250,576	$1,261,610	$1,356,670
UTA	$2,911,185	$2,381,234	$14,040,790	$11,494,162
PASSENGERS				
Bus Service	1,208,598	928,149	6,254,509	4,675,078
Light Rail Service	909,156	606,043	4,347,398	2,903,520
Commuter Rail Service	241,829	146,588	1,164,957	648,693
Microtransit	16,604	-	64,785	-
Paratransit	65,417	39,540	312,743	178,980
Rideshare	60,409	50,541	305,065	259,512
UTA	2,502,014	1,770,861	12,449,456	8,665,784
FAREBOX RECOVERY RATIO				
Bus Service	10.0%	9.8%	8.8%	8.4%
Light Rail Service	10.9%	9.5%	9.2%	7.7%
Commuter Rail Service	16.4%	13.3%	15.4%	12.9%
Microtransit	1.6%	0.0%	2.1%	0.0%
Paratransit	2.4%	2.3%	11.6%	5.2%
Rideshare	39.9%	45.2%	54.2%	56.7%
UTA	10.6%	10.3%	10.4%	9.4%
ACTUAL SUBSIDY PER RIDER				
Bus Service	$10.23	$11.75	$10.09	$12.46
Light Rail Service	$6.73	$9.62	$7.57	$11.12
Commuter Rail Service	$10.30	$13.45	$9.92	$16.29
Microtransit	$61.68	$0.00	$45.59	$0.00
Paratransit	$33.16	$41.28	$29.25	$50.51
Rideshare	$5.73	$6.00	$3.49	$4.00
UTA	$9.80	$11.66	$9.70	$12.83

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)
As of May 31, 2022

EXHIBIT 1-9

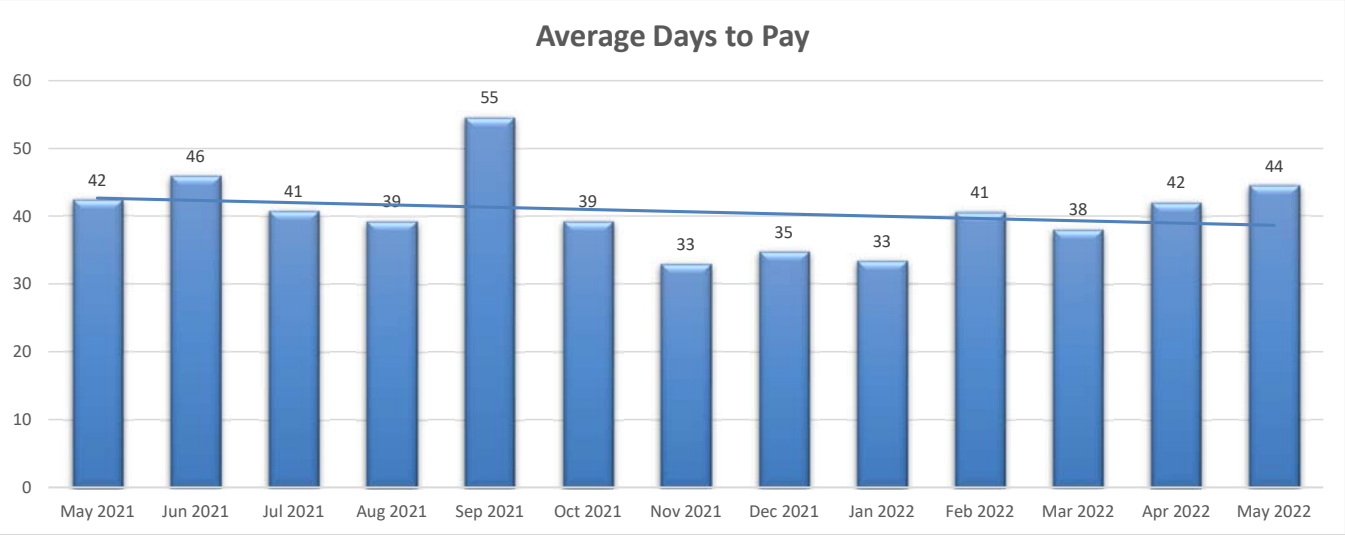
	Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1	Federal Grants Government [1]	$ 4,062,640	$ 4,062,640	-	-	-	-
2	Sales Tax Contributions	65,933,087	28,323,595	$ 37,609,492	-	-	-
3	Warranty Recovery	2,266,895	2,266,895	-	-	-	-
4	Build America Bond Subsidies	-	-	-	-	-	
5	Product Sales and Development	1,960,212	1,056,847	202,225	$ 44,104	$ 709,425	$ (52,389)
6	Pass Sales	112,889	196,120	(17,243)	74,230	(4,880)	(135,338)
7	Property Management	201,299	151,165	7,583	-	889	41,662
8	Vanpool/Rideshare	124,523	54,004	9,157	22,425	20,771	18,166
9	Salt Lake City Agreement	855,555	669,901	101,413	84,241	-	-
10	Planning	6,674	-	-	-	-	6,674
11	Capital Development Agreements	866,421	225,845	379,288	-	-	261,288
12	Other	-	-	-	-	-	-
13	Total	$ 76,390,195	$ 37,007,012	$ 38,291,915	$ 225,000	$ 726,205	$ 140,063
	Percentage Due by Aging						
14	Federal Grants Government [1]		100.0%	0.0%	0.0%	0.0%	0.0%
15	Sales Tax Contributions		43.0%	57.0%	0.0%	0.0%	0.0%
16	Warranty Recovery		100.0%	0.0%	0.0%	0.0%	0.0%
17	Build America Bond Subsidies						
18	Product Sales and Development		53.9%	10.3%	2.2%	36.2%	-2.7%
19	Pass Sales		173.7%	-15.3%	65.8%	-4.3%	-119.9%
20	Property Management		75.1%	3.8%	0.0%	0.4%	20.7%
21	Vanpool/Rideshare		43.4%	7.4%	18.0%	16.7%	14.6%
22	Salt Lake City Agreement		78.3%	11.9%	9.8%	0.0%	0.0%
23	Planning		0.0%	0.0%	0.0%	0.0%	100.0%
24	Capital Development Agreements		26.1%	43.8%	0.0%	0.0%	30.2%
25	Other						
26	Total		48.4%	50.1%	0.3%	1.0%	0.2%

[1] Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER $200,000
FROM MAY 1, 2022 THROUGH MAY 31, 2022
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description		Contract Date	Vendor	Check #	Date	Check Total
20-3349VW	ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	850594	5/4/2022	315,787.32
R2022-04-01			UTAH STATE TAX WITHHOLDING	WITHDRAWAL	5/5/2022	276,873.20
R2022-04-01			CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	5/5/2022	884,956.21
R2022-04-01			SELECT HEALTH	ZION-ACH	5/9/2022	735,046.87
21-3488VW	MOBU Bus Facility Expansion	10/29/2021	R & O CONSTRUCTION	890670	5/11/2022	303,042.92
20-3401VW	FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	890671	5/11/2022	308,646.70
20-P00006	VINEYARD FRONTRUNNER STATION	9/22/2020	UTAH DEPARTMENT OF TRANSPORTATION	890672	5/11/2022	339,954.92
19-03043BM	SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	890673	5/11/2022	429,935.89
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	890674	5/11/2022	709,765.48
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890675	5/11/2022	875,916.43
20-3349VW	ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	850746	5/18/2022	2,038,704.80
20-3401VW	FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	890742	5/18/2022	291,874.20
20-03384VW	PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	890743	5/18/2022	549,750.10
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890744	5/18/2022	1,085,702.08
20-3378VW	TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	890745	5/18/2022	1,102,988.97
R2022-04-01			UTAH STATE TAX WITHHOLDING	WITHDRAWAL	5/19/2022	278,484.94
R2022-04-01			CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	5/19/2022	886,659.94
20-03243PP	ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	890818	5/25/2022	265,325.41
21-3410VW	FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	890819	5/25/2022	481,324.43
20-3382VW	ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	890820	5/25/2022	649,846.93



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	Nichol Bourdeaux, Chief Planning & Engagement Officer Tim Merrill, Utah Attorney General Megan Waters, Community Engagement Manager

TITLE:

R2022-07-01 - Resolution Adopting Revised Ordinances Governing Authority Services and Property

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2022-07-01 that adopts revised Fare Payment, Criminal, and Trespassing Ordinances.

BACKGROUND:
Pursuant to Utah Code Ann. §§ 17B-1-301 and 17B-2a-808; A board of trustees of a large public transit district may establish ordinances necessary for:

- (A) the governance and management of the affairs of the district;
- (B) the execution of district powers; and
- (C) carrying into effect the provisions of this part;

The UTA Ordinances have been revised and updated. UTA reviewed each ordinance with the Board of Trustees, provided opportunities for the public to provide input on each ordinance update, and consulted with the Local Advisory Council at their June 1, 2022 meeting.

UTA staff will be recommending for approval three separate ordinances to cover the content of the previous ordinance adopted in 2016. The revised proposal includes new Fare Payment, Criminal, and Trespassing Ordinances. Separating and updating the ordinances has been done to provide clarity, consistency, and compliance.

DISCUSSION:
Staff will review the final versions of the Ordinances, including an overview of public feedback received and additional changes made to the Ordinances drafts since last reviewed with the Board of Trustees.

ALTERNATIVES:
Do not adopt, or suggest additional changes.

FISCAL IMPACT:
n/a

ATTACHMENTS:
Resolution R2022-07-01, including Exhibit with revised Fare Payment Ordinance, Criminal Ordinance, and Trespassing Ordinance

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING REVISED ORDINANCES GOVERNING AUTHORITY SERVICES AND PROPERTY

R2022-07-01 July 13, 2022

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

WHEREAS, the Ordinances of the Authority were last updated in March 2016 by Resolution R2016-01-02 and, subsequent to that time, certain changes have necessitated that the Authority update its Ordinances to reflect the current structure and practices; and

WHEREAS, pursuant to the authority granted to large public transit districts under Utah Code §17B-2a-808.1(3), the Board of the Authority ("the Board") finds that the attached Ordinances are necessary for its governance and for the management of the affairs of the Authority and the lawful execution of its power; and

WHEREAS, pursuant to Utah Code §17B-2a-808.1(2)(t), the Local Advisory Council reviewed the Authority's proposed ordinance revisions on June 1, 2022 and provided their consultation and advice to the Board of Trustees; and

WHEREAS, the Board finds it is in the interests of the public welfare to enact these Ordinances in order to promote the safety, morals, convenience, order and peace of the Authority and its patrons; and

WHEREAS, the Board desires the Executive Director to codify these Ordinances and to ensure their regular enforcement in order to protect the interests of the Authority now and in the future.

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

1. That the Board hereby repeals the existing Ordinances of the Authority previously adopted in Resolution R2016-01-02.

2. That the Board hereby adopts and enacts the Fare Payment Compliance Ordinance, the Criminal Code Ordinance, and the Trespass Ordinance to govern the affairs of the Authority and attached herewith as Exhibit A.

DocuSign Envelope ID: 4724AF25-EA55-4A95-8928-35BF46A9CAF0

3. That the Board hereby authorizes the Executive Director and his designee(s) to codify these Ordinances and to ensure their regular enforcement.

4. That the corporate seal be attached hereto.

Approved and adopted this 13th day of July 2022.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
UTA Legal Counsel

DocuSign Envelope ID: 4724AF25-EA55-4A95-8928-35BF46A9CAF0

Exhibit A

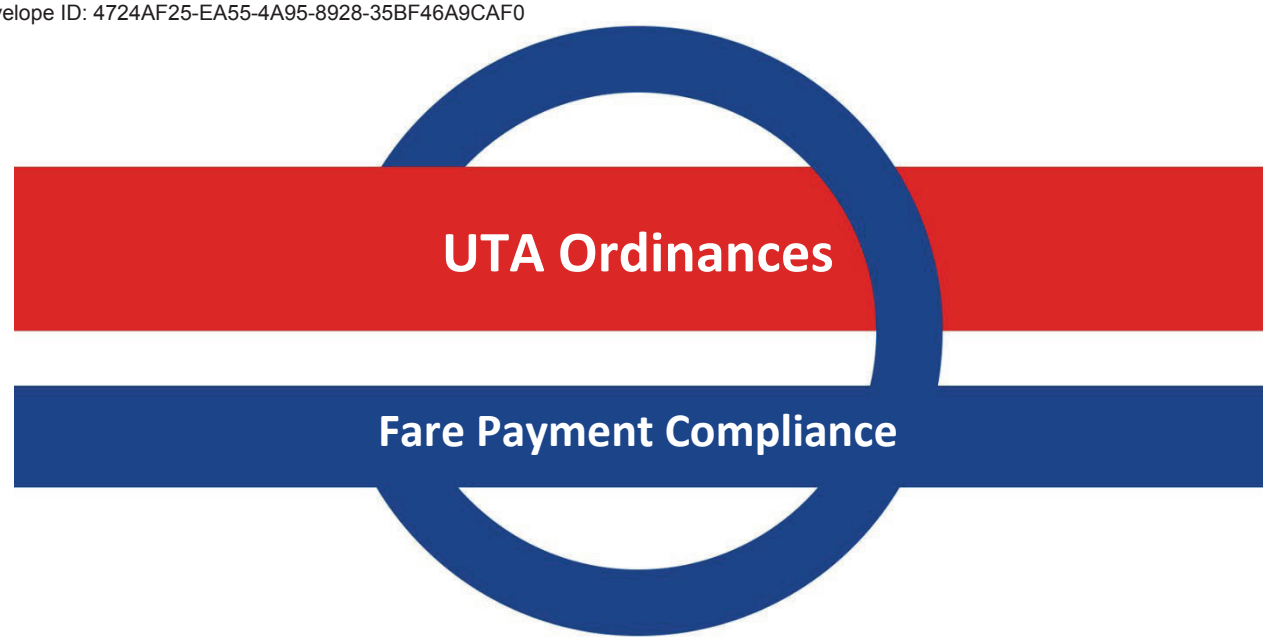
UTA Ordinances

I. Fare Payment Compliance

II. Criminal Code

III. Trespass Ordinance

DocuSign Envelope ID: 4724AF25-EA55-4A95-8928-35BF46A9CAF0



Section 1. Definitions

"Administrative Citation" means a written administrative ticket issued by an Authorized Representative to a person for a violation of these Ordinances

"Appeals Officer" means the individual designated by the Executive Director to administer the appeal process set forth in this Ordinance.

"Authority" means the Utah Transit Authority.

"Authority Representative" means a UTA employee, Transit Police Officer or other agent who is authorized by job title, job description, specific assignment, or request of UTA to act pursuant to these Ordinances.

"Boarding Zone" means an area used for the loading or unloading of passengers from a Transit Vehicle, including the area adjacent to such locations.

"Hearing Officer" means the individual designated by the Executive Director to administer the adjudication process for Administrative Citations as set forth in this Ordinance.

"Infraction" means an offense designated as such pursuant to this Ordinance.

"Platform" means an area within or adjacent to a fixed guideway system specifically designed for the access of passengers as they load and unload from a Transit Vehicle.

"Proof of Fare Payment" means:

1) To display the digital image of an activated mobile ticket on a person's mobile device and display the security feature on the ticket when asked;

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2) To tap an electronic fare card on a card reader, and receive a positive signal, such as a green light, before boarding a Transit Vehicle;

3) To permit an Authorized Representative to scan an electronic fare card to determine if the card was tapped and valid;

4) To permit an Authorized Representative to visually validate fare media;

5) To display fare media and any accompanying identification when asked.

"Transit Vehicle" means a car, bus, railcar, or other mode operated by or on behalf of UTA for the movement of persons, including the appurtenances to and from such Transit Vehicles.

"Valid Fare Payment" means a fare media issued or authorized by UTA and used pursuant to the terms and conditions of the particular fare media, including:

1) A mobile ticket purchased in advance of travel through a mobile app and manually activated for use before entering a Boarding Zone or Platform;

2) An electronic fare card issued by UTA or an approved partner for use on UTA's electronic card readers that is activate and not expired;

3) A prepaid ticket or period pass with a printed expiration date that is used before it expires;

4) A pass, ticket or other fare media authorized by UTA.

Section 2. Fare Payment

A. A Person shall possess Valid Fare Payment, when required, while riding a Transit Vehicle.

B. A person shall retain Proof of Fare Payment while on a Transit Vehicle and shall present it for inspection upon request.

C. No person shall occupy a Platform or Boarding Zone without paying the applicable fare and exhibiting Proof of Fare Payment when asked by an Authorized Representative.

D. No person shall possess fare media that has been tampered with or altered.

E. A person shall not:
   i. Board a Transit Vehicle without Valid Fare Payment;
   ii. Use a discount ticket without being eligible;
   iii. Duplicate, counterfeit, or alter a fare media;

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iv. Transfer a nontransferable fare media;
v. Use expired fare media; or
vi. Falsely represent oneself as eligible for reduced fares.

F. A violation of this Section is punishable as an Infraction.

Section 3. Fare Enforcement

A. An Authority Representative may issue an Administrative Citation to a person who violates Section 2 of this Ordinance.

B. Administrative Citations shall be resolved in one of the following ways:

i. Within 14 days of receiving an Administrative Citation, by paying the fine associated with the Administrative Citation; or

ii. Within 14 days of receiving an Administrative Citation, by making contact with the Hearing Officer to:

a. Arrange payment of the fine to be made at a later date, or

b. Protest the Administrative Citation.

Section 4. Fines

A. A person who receives an Administrative Citation shall be subject to the following fines:

i. *First Offense*. A first offense shall be punishable by a fine of $25.00.

ii. *Second and subsequent offenses*. Second and subsequent offenses shall be punishable by a fine of $90.00.

B. *Fine Payment*. Fine payments may be made by selecting an option on UTA's website payment portal or by calling and making payment with the assistance of the Hearing Officer.

C. *Alternatives to Fines.* A person shall contact the Hearing Officer to arrange an alternative to full fine payment. Alternatives to full fine payment (such as community service or enrollment in a safety class) shall be listed on UTA's website payment portal.

D. Fine payments shall be deemed delinquent when:

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i. Payment has not been made within 30 days from the date of issuance of the Administrative Citation and the individual has made no contact with UTA;

ii. The payment deadline granted by the Hearing Officer has passed and payment has not been fully satisfied;

iii. The deadline to perform an alternative to full fine payment (such as community service) has passed without completion (in which case the original fine shall be imposed).

E. Delinquent fines shall be subject to a one-time delinquent fee of $10.00.

F. Uncollected fines and delinquent fees which remain outstanding for more than 180 days may be turned over to civil collection.

Section 5. Protests

A. If a person does not agree with the Administrative Citation they may protest to the Hearing Officer.

B. The person shall submit a protest in one of the following ways:

i. online through the UTA's ticket resolution portal; or
ii. in person by speaking to the Hearing Officer; or
iii. in writing by mailing a protest to the Hearing Officer; or
iv. by telephone by speaking to the Hearing Officer.

C. A protest shall be submitted within 14 days of the date the Administrative Citation was issued or the right to protest will be forfeited.

D. The protest shall include the following information:

i. The person's name
ii. Mailing address
iii. Phone number
iv. Email address, if the person wishes to communicate by email
v. The date and number of the Administrative Citation
vi. A statement as to the grounds for the protest.

E. Upon receipt of a protest, the Hearing Officer shall perform an initial review and may:

a. Render a decision based on the information in their possession to dismiss the Administrative Citation; or

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b. Schedule a hearing on the protest.

F. A Notice of Hearing shall be mailed to the person (or emailed if an email address has been provided) at the address listed on the protest.

G. At the Hearing Officer's discretion, the protest hearing may be held in person or virtually. Failure of the protestor to appear at the hearing shall result in the protest being dismissed.

H. At the hearing, the protestor may offer a verbal statement. A representative from UTA may also make a statement. Either party may present to the Hearing Officer documentation or other evidence.

I. The protestor bears the burden of proof to establish that the Administrative Citation was in error by a preponderance of the evidence.

J. At the conclusion of the hearing, or as soon as practicable, the Hearing Officer shall render a verbal decision and document the action taken.

K. In instances where the Hearing Officer upholds the Administrative Citation, the Officer shall inform the protestor of their right to appeal the decision within 10 days from the date of the decision.

L. Any documentation presented at the hearing shall be preserved for until the period in which the protestor may appeal the decision of the Hearing Officer has expired.

Section 6. Right to Appeal

A. A person may appeal a decision of the Hearing Officer by submitting a written request to the Appeals Officer within 10 days of the decision.

B. The Hearing Officer shall forward the file to the Appeals Officer for a determination.

C. The Appeals Officer shall notify the appealing party of the date and time of the appeals hearing. Failure to appear at an appeals hearing will result in dismissal of the appeal.

D. The appeals hearing shall be a *de novo* hearing.

E. At the appeals hearing, the appealing party may make an oral argument. A representative from UTA may make an oral argument.

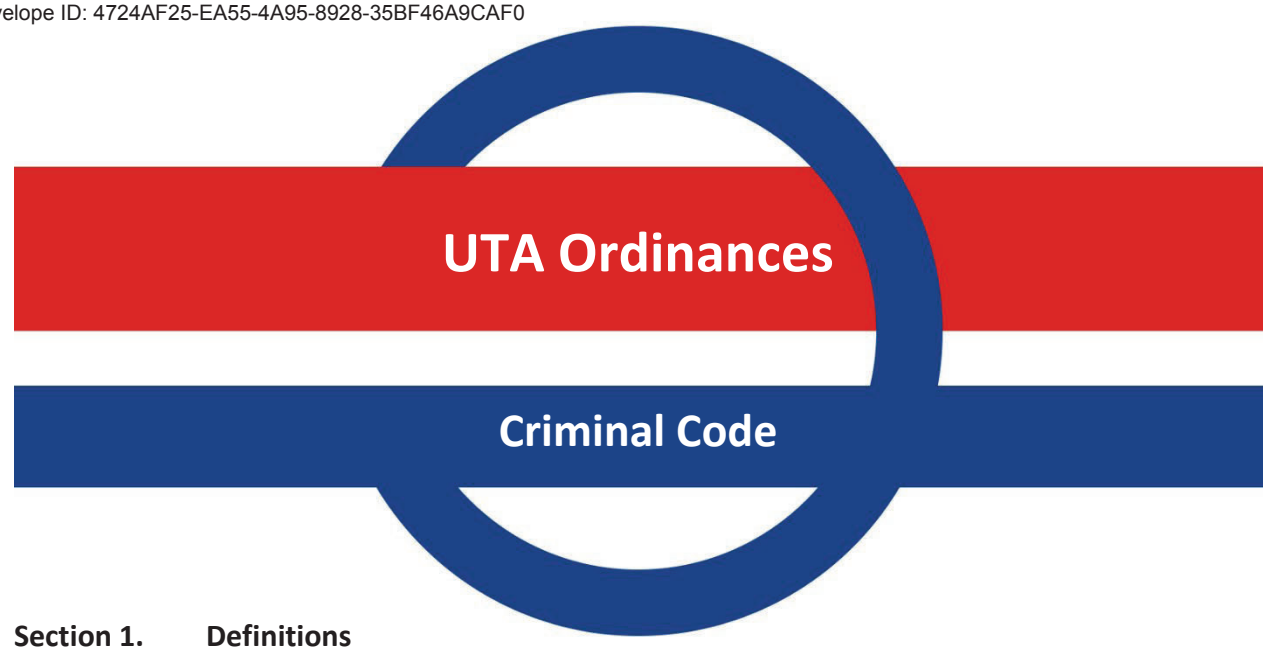
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F. The appealing party bears the burden of proof to establish that the Administrative Citation was in error by a preponderance of the evidence.

G. The Appeals Officer shall render a decision in writing within 30 days of the appeals hearing.

H. The Appeals Officer's decision is the final administrative action related to an Administrative Citation.

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Section 1. Definitions

"Authority" means the Utah Transit Authority.

"Authority Property" means real property owned, leased, or licensed by the Authority, or in which it has a real property interest.

"Authority Representative" means an employee of the Authority, Transit Police Officer or other agent who is authorized by job title, job description, specific assignment, or request of Authority to act pursuant to these Ordinances.

"Board" means the Board of Trustees of the Utah Transit Authority.

"Boarding Zone" means an area used for the loading or unloading of passengers from a Transit Vehicle, including the area adjacent to such locations.

"Citation" means a written ticket issued by a Transit Police Officer to a person for a violation of these Ordinances.

"Infraction" means an offense designated as such pursuant to this Ordinance.

"Operator" means a person who drives, commands, or has control of a Transit Vehicle.

"Parking Facility" means an area designated for the parking of personal vehicles by the Authority.

"Platform" means an area within or adjacent to a fixed guideway system specifically designed for the access of passengers as they load and unload from a Transit Vehicle.

"Proof of Fare Payment" means valid fare media that authorizes a person to use the services of the Authority.

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"Right-of-Way" means real property or an interest in real property, usually in a strip, acquired for or devoted to use by Transit Vehicles.

"Transit Facility" means real property, tangible property, buildings, improvements, structures, appurtenances, Parking Facilities, Transit Vehicles, or other property owned or leased by the Authority.

"Transit Police Officer" means a sworn law enforcement officer employed by the Authority.

"Transit Vehicle" means a car, bus, railcar, or other mode operated by or on behalf of UTA for the movement of persons, including the appurtenances to and from such Transit Vehicles.

"Vehicle" a means a device in, on, or by which a person or property is or may be transported or drawn on a roadway, such as a car, truck, trailer, wagon, bus, recreational vehicle, cart, and so on.

Section 2. Authority

A. Pursuant to the authority granted to large public transit districts under Utah Code §17B-2a-808.1(3), the Board hereby enacts the following ordinances necessary for its governance and for the management of the affairs of the Authority and the lawful execution of its powers.

B. The Board grants to the Executive Director, or designee, the duty to codify these and future Ordinances. In so doing, no substantive changes shall be made to these Ordinances or to any chapter, section, or provision, with the exception of renumbering, rearranging, reformatting and correcting clerical errors.

C. The Board's adoption of these Ordinances constitutes its primary legislative act, while any subsequent codification represents an administrative function. In the event of a conflict between these Ordinances and their codified counterpart, these Ordinances shall control.

Section 3. Rules of Construction

A. The use of the singular form of any word includes the plural and vice versa.

B. The use of the present tense includes the future tense.

C. The words "shall" and "must" are to be construed as mandatory rather than discretionary.

D. Reference to any provision of these Ordinances includes any later amendments to that chapter, section, or provision, or any part thereof.

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E. Nothing in these Ordinances shall prohibit or restrict Transit Police Officers, Law Enforcement Officers, UTA employees, or Authority Representatives from acting within the course and scope of their employment.

F. If any of these Ordinances, or any part thereof, are held unconstitutional or otherwise invalid, the remaining chapters, sections, and provisions shall remain in force.

G. These Ordinances shall be liberally construed to effectuate their purposes and the Board's intent in their passage.

Section 4. Adoption of Utah Codes

A. Utah Criminal Code Adopted. The Utah Criminal Code, as contained in Title 76 of the Utah Code Annotated, 1953, as amended, is adopted by UTA and incorporated as part its Ordinances.

B. Utah Code of Criminal Procedure Adopted. The Utah Code of Criminal Procedure, as contained in Title 77 of the Utah Code Annotated, 1953, as amended, is adopted by UTA and incorporated as part its Ordinances.

C. Utah Controlled Substances Act and Utah Drug Paraphernalia Act Adopted. The Utah Controlled Substances Act (Utah Code Title 58 Chapter 37) and the Utah Drug Paraphernalia Act (Utah Code Title 58 Chapter 37a), as amended, are adopted by UTA and incorporated as part its Ordinances.

D. Utah Traffic Code Adopted. The Utah Traffic Code, as contained in Title 41 Chapter 6a of the Utah Code, as amended, is adopted by UTA and incorporated as part its Ordinances, along with such other Ordinances as have been approved by the Board.

E. Utah Indoor Clean Air Act Adopted. The Utah Indoor Clean Air Act, as contained in Title 26 Chapter 38 of the Utah Code, as amended, is adopted by UTA and incorporated as part its Ordinances.

F. Utah Railroad Code Adopted. The Utah Railroad Code, as contained in Title 56 Chapters 1 thru 3 of the Utah Code, as amended, is adopted by UTA and incorporated as part of its Ordinances.

G. Citation to State Code. Where a citation, information, or complaint is issued under a section of the Utah State Code, it shall be sufficient to use the section number of the Utah Code to designate which law has been violated.

Section 5. Classification of Offenses

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A. Violations of a section of the Utah State Code incorporated herein shall have the same classifications and penalties as provided by state law.

B. Violations of a section of the Utah State Code that are also violations of these Ordinances may be punishable under either the State Code or these Ordinances.

C. Where no penalty is otherwise prescribed, any violation of these Ordinances shall constitute an infraction and be punishable as provided in Utah Code §76-3-205, as amended.

Section 6. Vehicles

A. Parking. No person shall:

1. park a vehicle in a parking facility in a manner contrary to any posted sign or restriction.

2. park a vehicle in an area not designated as a parking space.

3. park a vehicle in a parking facility where such vehicle occupies more than one designated parking space.

4. use a parking facility for the purpose of displaying “for sale” a vehicle.

5. block or restrict access to a boarding zone, access ramp, pedestrian walkway, or traffic lane.

6. park a vehicle in a parking facility that has expired registration, invalid insurance, or that is inoperable.

7. park a vehicle in a parking facility for more than 7 continuous days.

8. use a parking facility to store a trailer, boat, or other vehicle for any period.

B. Towing. Any vehicle parked, placed, or otherwise found to be in violation of these Ordinances may be towed and impounded at the registered owner’s expense in compliance with state law.

C. Traffic. No person shall:

1. operate a vehicle in a transit facility at a speed exceeding the posted speed limit or at a rate exceeding a safe operating speed.

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2. operate a vehicle in a transit facility in a reckless or hazardous manner.

3. obstruct the free movement of passengers and vehicular traffic.

4. operate a bike, skateboard, scooter, or other mode of personal transport in a manner that interferes with, disturbs, or impedes access to and from the boarding zone, platform or transit facility.

5. operate a bike, skateboard, scooter, or other mode of personal transport in violation of any posted sign.

D. Penalty

1. A violation of this Section is punishable as an Infraction.

Section 7. Use of Transit Facilities

A. Permitted Uses. A person shall occupy or use a transit facility only as authorized by this Section. Permitted uses of a transit facility are:

1. Boarding, riding, disembarking, or waiting for a transit vehicle;

2. Purchasing proof of fare payment;

3. Obtaining customer service from a Transit Police Officer or Authority Representative; or

4. Other activities directly related to public transit use.

B. Unpermitted Uses.

1. Transit facilities are a non-public forums. In order to ensure safe access to and from transit facilities, activities that are non-transit related are prohibited in or on transit facilities unless authorized in these Ordinances or by written permission from Authority.

2. No person shall place, permit or cause to be placed any notice, sign, poster, placard or advertisement in a transit facility or transit vehicle without written permission from Authority

3. No person shall camp or sleep overnight in or upon a transit facility or upon any authority property.

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C. Penalty

1. A violation of this Section is punishable as an Infraction.

Section 8. Conduct While Using Transit Facilities

A. Prohibited Conduct. In or upon any transit facility, a person shall not:

1. possess or consume an open alcoholic product.

2. use tobacco or e-cigarettes.

3. litter.

4. abandon any item or allow an object to block an aisle or stairway.

5. loiter.

6. deface, mark, or destroy any public or private property, including graffiti.

7. view, or use the Authority's internet or network services to access, any obscene materials, or for any unlawful or improper purpose.

8. fail to comply with or refuse any request made by an Operator, Authority Representative or Transit Police Officer.

9. disturb, threaten, or disrupt an Operator of a transit vehicle or an Authority Representative in the exercise of their duties.

10. extend any portion of the person's body or an object through any door, window, or other opening of a transit vehicle while it is in motion.

11. hang on to the exterior a transit vehicle, regardless of whether it is in motion.

12. throw any object at or from a transit vehicle.

13. place their foot or feet on a seat of a transit vehicle.

B. Disturbing the Peace. No person shall breach the peace in or upon a transit facility by:

1. igniting any flame.

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2. spitting, defecating, or urinating.

3. intimidating, threatening, or harassing another person.

4. fighting, using violence or engaging in tumultuous behavior.

5. making excessive noise.

6. using obscene, lewd, or abusive language or gestures.

C. Animals.

1. *Service Animal*. A dog that is acting as a service animal is permitted in transit facilities if the dog is trained to assist an individual with a disability as defined by the American with Disabilities Act.

2. Other than a service animal, no person shall bring an animal into a transit facility unless the animal:

i. remains in an enclosed carry-on;

ii. does not occupy a seat;

iii. does not obstruct the movement of passengers or the Authority Representatives; and

iv. does not create a nuisance or disturbance.

D. Penalty

1. A violation of this Section is punishable as an Infraction.

Section 9. Property.

A. Conduct on Rights-of-Way. A person shall not:

1. enter or remain upon any Right-of-Way (other than the platforms, boarding zones, and designated walkways) unless authorized to do so by these Ordinances.

2. cross, occupy or remain in a Right-of-Way except to cross in a designated walkway in compliance with all signs and markings.

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3. place or cause to be placed any object on a Right-of-Way that could make contact with a transit vehicle or interfere with the safe and uninterrupted passage of a transit vehicle.

4. operate a vehicle in a Right-of-Way in violation of any gate, barrier, sign, marking or signal.

B. Encroachment Upon Authority Property. Unless given permission by the Authority, no person shall:

1. deposit waste, garbage, grass clippings, soil, hazardous material, or any other material upon authority property.

2. plant vegetation or trees, cultivate, dig, or grade upon authority property.

3. construct or cause to be constructed any structure, fence, device, shed, wall, pedestrian or vehicular access, or other improvement upon authority property.

4. place any trampoline, playset, sports court or other item on authority property.

5. store personal property, including vehicles, on authority property.

6. house or permit to roam on authority property any livestock, horses, goats, chickens, or other animals.

7. drain water onto authority property or connect to utilities owned by the Authority.

C. Trespass. No person shall enter onto or remain on authority property when notice against entering or remaining is provided by:

1. direct communication or communication over a loudspeaker to the person by an Authority Representative or Transit Police Officer.

2. fencing, barricade, or other barrier designed to exclude intruders.

3. posted signs.

D. Penalty

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1. A violation of this Section is punishable as an Infraction.

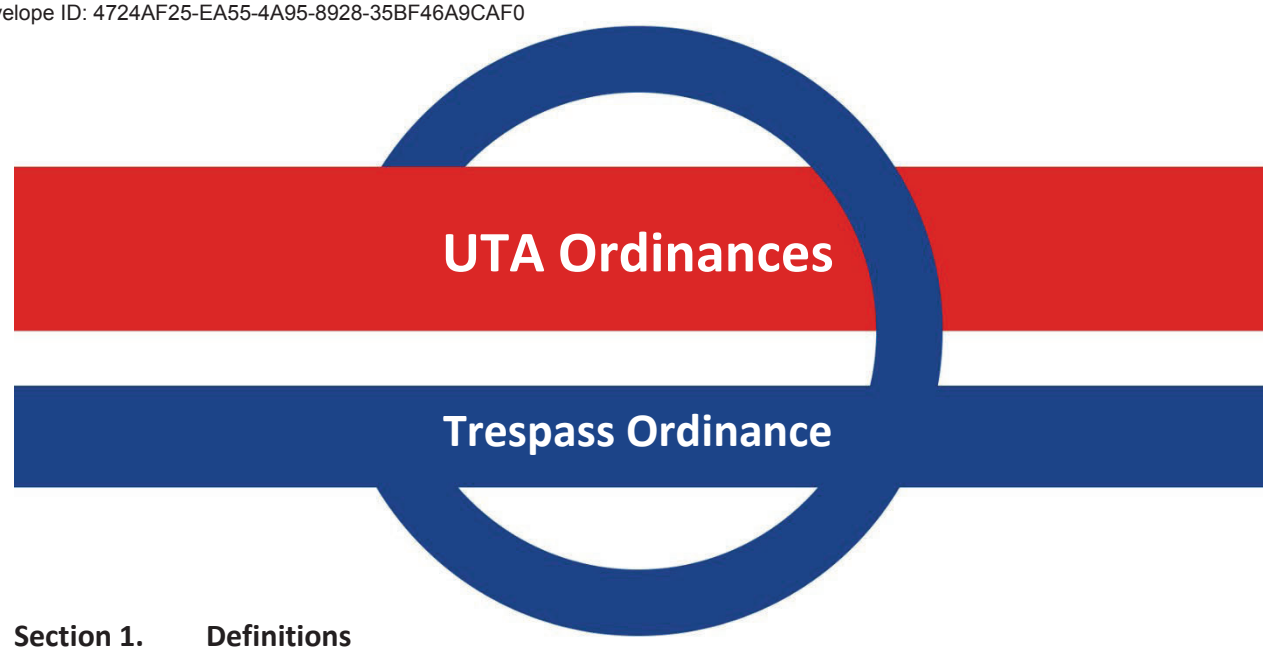
2. An encroachment is punishable for each separate day the violation persists.

Section 10. Enforcement

A. Transit Police Officers shall be responsible for preserving the public peace, preventing crime, detecting and arresting criminal offenders, protecting the rights of persons and property, regulating and controlling pedestrian traffic, and providing and maintaining police records and communications systems of the Authority.

B. A Transit Police Officer, Operator, or Authority Representative may eject or refuse service to any passenger who violates these Ordinances.

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Section 1. Definitions

"Appeals Officer" means the individual designated by the Executive Director to administer the appeal process set forth in this Ordinance.

"Authority" means the Utah Transit Authority.

"Authority Property" means real property owned, leased, or licensed by the Authority, or in which it has a real property interest.

"Authority Representative" means an employee of the Authority, Operator, Transit Police Officer or other agent who is authorized by job title, job description, specific assignment, or request of Authority to act pursuant to these Ordinances.

"Board" means the Board of Trustees of the Utah Transit Authority.

"Criminal Citation" means a citation for trespass issued by a Transit Police Officer pursuant to Utah Code §76-6-206, as amended.

"Felony Offense" means any offense punishable as a felony under the statutes of the State of Utah, §76-3-103 of the Utah Code, as amended, committed in or upon a transit facility.

"Hearing Officer" means the individual designated by the Executive Director to administer the adjudication process for Trespass Orders as set forth in this Ordinance.

"Infraction" means an offense designated as such by the ordinances enacted by the Authority or punishable pursuant to Utah Code §76-3-301(e), as amended.

"Minor Offense" means:

i. a violation of the ordinances of the Authority;
ii. a violation of the Authority's ridership rules;

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iii. an infraction; or
iv. a Class C misdemeanor.

"Operator" means a person who drives, commands, or has control of a Transit Vehicle.

"Serious Offense" means:

i. an offense classified under state law as a Class B misdemeanor or greater offense; or
ii. the commission of three minor offenses by an individual within a twelve month consecutive period.

"Transit Police Officer" means a sworn law enforcement officer employed by the Authority.

"Trespass Order" means the written notification of trespass issued to an individual by the Authority.

Section 2. Authority

A. Pursuant to the authority granted to large public transit districts under Utah Code §17B-2a-808.1(3), the Board hereby enacts the following ordinances necessary for its governance and for the management of the affairs of the Authority and the lawful execution of its powers.

B. The Board desires to protect the public and ensure the safety of riders on Authority property and services through enacting this Ordinance.

C. The Board grants to the Executive Director, or designee, the duty to codify these and future Ordinances. In so doing, no substantive changes shall be made to these Ordinances or to any chapter, section, or provision, with the exception of renumbering, rearranging, reformatting and correcting clerical errors.

D. The Board's adoption of these Ordinances constitutes its primary legislative act, while any subsequent codification represents an administrative function. In the event of a conflict between these Ordinances and their codified counterpart, these Ordinances shall control.

Section 3. Trespass for Minor Offense (up to 30 days)

A. Grounds. An individual who commits a minor offense may be refused access to and trespassed from Authority property and/or Authority services by a Transit Police Officer.

B. Duration. A Trespass Order under this Section shall last no longer than 30 days.

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C. Notice. A Transit Police Officer shall issue a written Trespass Order to the individual that contains the following information:

i. the offense or reason for trespass;
ii. all places, property, and/or services from which the person is trespassed;
iii. the date and duration of the trespass; and
iv. notice of the person's right to protest to the Hearing Officer.

Section 4. Trespass for Serious Offense (up to one year)

A. Grounds. An individual who commits a serious offense may be refused access to and trespassed from Authority property and/or Authority services by a Transit Police Officer.

B. Duration. A Trespass Order under this Section shall last no longer than one year.

C. Notice. A Transit Police Officer shall issue a written Trespass Order to the individual that contains the following information:

i. the offense or reason for trespass;
ii. all places, property, and/or services from which the person is trespassed;
iii. the date and duration of the trespass; and
iv. notice of the person's right to protest to the Hearing Officer.

Section 5. Permanent Trespass

A. Grounds. An individual who commits a felony offense may be trespassed from Authority property and/or Authority services by a Transit Police Officer.

B. Duration. A Permanent Trespass Order under this Section shall not expire.

C. Notice. A Transit Police Officer shall issue a written Permanent Trespass Order to the individual that contains the following information:

i. the offense or reason for trespass;
ii. all places, property, and/or services from which the person is trespassed;
iii. the date and duration of the trespass; and
iv. notice of the person's right to protest to the Hearing Officer.

D. Reinstatement of Privileges. A person who is subject to a Permanent Trespass Order may petition the Authority for reinstatement of privileges no sooner than five years from the date the Permanent Trespass Order was issued. The written petition shall be submitted to the Appeals Officer and include the grounds for the relief requested. The Appeals Officer shall hold a hearing on reinstatement

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and follow the procedures set forth in Section 9. The Appeals Officer's decision on reinstatement shall be the final administrative action related to the petition.

Section 6. Other Remedies

A. Criminal Trespass. Nothing herein shall restrict or limit a Transit Police Officer from issuing a criminal citation to an individual who violates Utah Code §76-6-206, as amended.

B. Refusal of Service. Nothing herein shall restrict or limit an Authority Representative from ejecting a passenger or refusing service to an individual who violates the rules and/or ordinances of the Authority for a period of up to 24 hours.

C. Suspension of Service on Paratransit and/or Contracted Services. Nothing herein shall restrict or limit an Authority Representative from suspending service of an individual on paratransit and/or on contracted services pursuant to the policy or standard operating procedure adopted by the Authority for such action.

Section 7. Records

A. The Transit Police Officer issuing a Trespass Order shall document the action in a police report and attach thereto a copy of the Trespass Order, and, where practicable, a photograph of the individual.

B. Documentation related to the trespass, including the name of the individual, the scope and duration of the trespass, and a photograph, shall be shared internally with other departments of the Authority to ensure compliance, such as Customer Service, Safety, Operations and Legal.

C. The Authority hereby classifies Trespass Orders as private records pursuant to GRAMA statute §63G-2-302.

Section 8. Protests

A. If a person does not agree with Trespass Order they may protest to the Hearing Officer.

B. The person shall submit a protest in writing by mailing, emailing, or hand-delivering the protest to the Hearing Officer within 14 days of the date the Trespass Order was issued or the right to protest will be forfeited.

C. The protest shall include the following information:

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i. The person's name
ii. Mailing address
iii. Phone number
iv. Email, if the person wishes to communicate by email
v. The date of the Trespass Order
vi. A statement as to the grounds for the protest.

D. Upon receipt of a protest, the Hearing Officer shall schedule a hearing on the protest.

E. A Notice of Hearing shall be mailed to the person (or emailed if an email address has been provided) at the address listed on the protest.

F. At the Hearing Officer's discretion, the protest hearing may be held in person or virtually. Failure of the protestor to appear at the hearing shall result in the protest being dismissed.

G. At the hearing, the protestor may offer a verbal statement. A representative from the Authority may also make a statement. Either party may present to the Hearing Officer documentation or other evidence.

H. The Authority bears the burden of proof to establish that the Trespass Order was proper by a preponderance of the evidence.

I. At the conclusion of the hearing, or as soon as practicable, the Hearing Officer shall render a verbal decision and document the action taken.

J. In instances where the Hearing Officer upholds the Trespass Order, the Hearing Officer shall inform the protestor of their right to appeal the decision within 10 days from the date of the decision.

K. Any documentation presented at the hearing shall be preserved until the period in which the protestor may appeal the decision of the Hearing Officer has expired.

Section 9. Right to Appeal

A. A party may appeal a decision of the Hearing Officer by submitting a written request to the Appeals Officer within 10 days of the decision.

B. The Hearing Officer shall forward the file to the Appeals Officer for a determination.

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C. The Appeals Officer shall notify the appealing party of the date and time of the appeals hearing. Failure to appear at an appeals hearing will result in dismissal of the appeal.

D. The appeals hearing shall be a *de novo* hearing.

E. At the appeals hearing, both parties may make an oral argument.

F. The appealing party bears the burden of proof to establish that the decision of the Hearing Officer was in error by a preponderance of the evidence.

G. The Appeals Officer shall render a decision in writing within 30 days of the appeal hearing.

H. The Appeals Officer's decision is the final administrative action related to a Trespass Order.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	Nichol Bourdeaux, Chief Planning & Engagement Officer Lorin Simpson, Regional General Manager Salt Lake Business Unit Eric Callison, Manager of Service Planning

TITLE:

R2022-07-02 - Resolution Authorizing Execution of Amendment 1 to Addendum 3, and Addendum 6 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-2023 Frequent Transit Network Routes

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2022-07-02 authorizing execution of Amendment 1 to Addendum 3, and Addendum 6 to the Salt Lake Transit Master Plan Interlocal Agreement for the 2020-2023 Frequent Transit Network (FTN) Routes

BACKGROUND:
On March 6, 2019, Salt Lake City and UTA entered into an Interlocal Agreement to implement sponsored service for the Salt Lake City Transit Master plan. Several addenda (5 total) have been adopted which mobilize and specify the specific costs of service for each year. Addendum 6 provides the agreement between Salt Lake City and UTA for additional cost of service for FTN routes 1, 2, 9, 21 and paratransit service for August 2022 - July 2023. As of August 2019, additional service on Routes 2, 9, and 21 have been successfully in operation and resulted in significant ridership increase.

In September 2020, Addendum 3 to the ILA was approved which continued the agreement and payment for additional service on Routes 2, 9, and 21 for the term of August 2020 - July 2021. Additionally, Amendment 1 to Addendum 2 was approved at the same time which provided a credit to Salt Lake City for reduced service due to COVID-19 for the August 2019 - July 2020 period.

While the service on the three Salt Lake City sponsored routes was reduced during the COVID-19 pandemic, UTA restored the full service to these routes on the August 2020 Service Change Day. However, an

amendment to Addendum 3 is necessary to cover the difference for the remaining reduced service prior to August 2020 change day. The amendment will provide Salt Lake City a credit of $36,364 for the remainder of the reduced service.

DISCUSSION:
The Salt Lake City Council adopted the funding resolution for FY 2022 for the FTN routes and mobilization for the 1000 North corridor on August 18, 2021. The Board of Trustees is being asked to consider a resolution that authorizes the Executive Director to execute the following:

1. **Amendment 1 to Addendum 3** - The proposed amendment to Addendum 3 for reduced COVID-19 Service for July - August 2020 for FTN routes 2, 9, 21 and paratransit service is $36,364 as identified in the Addendum 3, Amendment 1 Calculator (Attachment A).

2. **Addendum 6** - The proposed addendum cost of the sponsored service for FTN routes 1, 2, 9, 21 and paratransit service for August 2022¬- July 2023 is $6,547,726 as identified in the Cost Calculator (Attachment C4).

ALTERNATIVES:
If UTA chooses to not move forward with the agreement, UTA would then be required to give a 12-month notice to Salt Lake City informing them UTA will no longer be providing the service. In addition, at the foremost Change Day, the service for the 2, 3, 6, 9, 21, 205, and 209, routes would be returned to UTA's baseline service based on the service guidelines.

FISCAL IMPACT:
If Amendment 1 to Addendum 3 is approved, UTA would issue Salt Lake City a credit of $36,364.

If Addendum 6 is approved, UTA would receive $6,547,726 in additional revenue from Salt Lake City.

ATTACHMENTS:
Resolution R2022-07-02, including exhibit attachments:

A) Amendment 1 to Addendum Number 3 to the SLC and UTA Transit Master Plan ILA Agreement (2021-2022 FTN Routes)
B) Addendum Number 6 to the SLC and UTA Transit Master Plan ILA Agreement (2022-2023 FTN Routes)

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF AMENDMENT 1 OF ADDENDUM 3, AND ADDENDUM 6 TO THE SALT LAKE CITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT FOR THE 2020-2023 FREQUENT TRANSIT NETWORK ROUTES

No. R2022-07-02 July 27, 2022

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

WHEREAS, Salt Lake City Corporation (the “City”) has adopted a Transit Master Plan (the “Plan”) that includes a series of transit improvements, including the expansion of the Authority’s current service level within the City, including higher frequencies and expanded service hours; and

WHEREAS, the Board of Trustees (“Board”) of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the City is willing to provide the Authority with the funding necessary to affect the execution of a portion of the transit improvements set forth in the Plan; and

WHEREAS, the Authority and the City previously negotiated and approved a Transit Master Plan Implementation Interlocal Cooperation Agreement (the “ILA”) and a related Addendum which set a framework pursuant to which the Authority and the City will plan, coordinate and fund the transit improvements called for under the Plan; and

WHERAS, the Authority and the City have now negotiated Amendment 1 to Addendum 3 which provides a one-time credit of $36,364 for reduced service due to COVID-19; and

WHEREAS, the Authority and the City have now negotiated Addendum 6 which provides up to $6,547,726 in additional funding allowing for UTA to provide enhanced frequent transit network service, starting in August of 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Amendment 1 to Addendum 3 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit A.

2. That the Board hereby approves Addendum 6 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit B.

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3. That the Executive Director is authorized to execute Amendment 1 to Addendum 3 in substantially the same forms as those attached as Exhibit A.

4. That the Executive Director is authorized to execute Addendum 6 in substantially the same forms as those attached as Exhibit B.

5. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Amendment 1 to Addendum 3, and Addendum 6.

6. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 13th day of July 2022.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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EXHIBIT A
(Amendment 1 of Addendum 3 of the Interlocal Cooperation Agreement)

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Amendment No. 1 to Addendum No. 3
To Salt Lake City Corporation and Utah Transit Authority
Transit Master Plan Interlocal Agreement

This Amendment No. 1 (Amendment) to that certain Addendum No. 3 to the Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement ("ILA") is made this 13th day of July 2022, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA") and Salt Lake City Corporation, a Utah municipal corporation ("City"). UTA and City are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party".

Whereas on March 6, 2019 the Parties entered into an ILA for joint participation in planning and funding transportation improvements in and around the City; and

Whereas on September 20, 2020, the Parties entered into an Addendum No. 3 to the ILA which identified City-sponsored frequent transit network routes ("FTN Routes") to be provided by UTA for a period of one-year from the August 2020 change date until the next succeeding August change day; and

Whereas Addendum No. 3 also provided, along with a description of FTN Routes, a description of baseline services and charges associated with those FTN Routes; and

Whereas the COVID-19 Pandemic has caused as significant disruption of the services required by the City and provided by UTA; and

Whereas the Parties desire to amend Addendum No. 3 to reflect those changes;

NOW THERFORE THE PARTIES AGREE TO AMEND ADDENDUM NO. 3 AS FOLLOWS:

1. The description of FTN Routes set forth in Addendum 3 Attachment 1 is unchanged.
2. The frequency of the Baseline Services set forth in Addendum 3 Attachment 2 was decreased due to diminished demand occasioned by COVID-19.
3. The Funding for Transit Services described in Addendum 3 Attachment 3 shall be subject to the forgoing:
   a. The City shall be provided with an annualized service discount of $36,364 calculated as shown in this Amendment 1 Attachment A. The discount shall be made as a one-time payment and reflected in the July 2022 invoice.
4. Any other provision of Addendum No. 3 not affected by paragraphs 2 or 3 above shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the Effective Date.

UTAH TRANSIT AUTHORITY

_____

By:
Title:

_____

By:
Title:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
6/30/2022

AATF:
UTA Legal Counsel

SALT LAKE CITY CORPORATION

_____

By:
Title:

_____

AATF:
Salt Lake Attorney's Office

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office

_____

By:
City Recorder

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ATTACHMENT A

Service True-Up

	Addendum 3	Annual mileage true-up	COVID-19 Reduction	Addendum 3, Amendment 1
Cost per mile	$8.06	$8.06	$8.06	
Annual escalator	2.2%	2.2%	2.2%	
number years since NDT	2	2	2	
Administrative Discount	20%	20%	20%	
Miles	491,557	491,557	462,350	
Total mileage cost	$3,310,554	$3,310,554	$3,113,850	
Paratransit rate	11%	11%	11%	
Total Paratransit Cost	$363,900	$363,900	$342,278	
Number Vehicles	10	10	10	
Lease Cost	$41,088	$41,088	$41,088	
Total Vehicle cost	$410,885	$410,885	$410,885	
Total annual cost w/o fuel	$4,082,963	$4,082,963	$3,864,778	
Total monthly cost w/o fuel	$340,247	$340,247	$322,065	
10 months (Sept – June)		$ 3,402,468		$3,402,469
2 months (July-August)			$644,130	$644,130

Total Cost to City without Fuel **$4,046,599**

Original Annual Cost **$4,082,963**

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Reduced Annual Cost	**$4,046,599**
Total Discount	**$36,364**

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EXHIBIT B
(Addendum 6 of the Interlocal Cooperation Agreement)

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ADDENDUM NO. 6 TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT (2022-2023 FTN Routes)

This Addendum No. 6 ("Addendum") to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement ("ILA") is made this ____ day of July, 2022, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Salt Lake City Corporation, a Utah municipal corporation ("City"). UTA and City are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party," all as governed by the context in which such words are used.

RECITALS

A. On the 6th day of March 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes for 2022-23 ("**FTN Routes**") to be provided by UTA for a one-year period from the August 2022 change day until the next succeeding August change day.

2. The description of those 2022-23 FTN Routes is set forth in Attachment 1.

3. The description of the 2022-23 Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored 202223 FTN Routes is set forth in in Attachment 3.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. Invoicing for implementation of the FTN Routes will be according to Section 7 of the ILA.

7. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

8. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

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9. Any capitalized terms that are not specifically defined in this Addendum shall have the meanings set forth in the ILA.

10. This Addendum will become effective upon Salt Lake City Council's adoption of a resolution authorizing the Mayor or her designee to enter into this Addendum; and appropriation of funding to meet the City's financial obligations under this Addendum (the "Effective Date").

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DocuSign Envelope ID: 4724AF25-EA55-4A95-8928-35BF46A9CAF0

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the Effective Date.

[Signature pages to Addendum No. 6 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By_____
Russell Fox
Director of Planning

By_____
Nichol Bourdeaux
Chief Planning and Engagement Officer

By_____
Jay Fox
Executive Director

Approved as to Form
DocuSigned by:
Mike Bell 6/30/2022
70E33A415BA44F6...
Michael Bell
UTA Legal Counsel

[Signature pages to Addendum No. 6 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By_____
Its_____

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APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

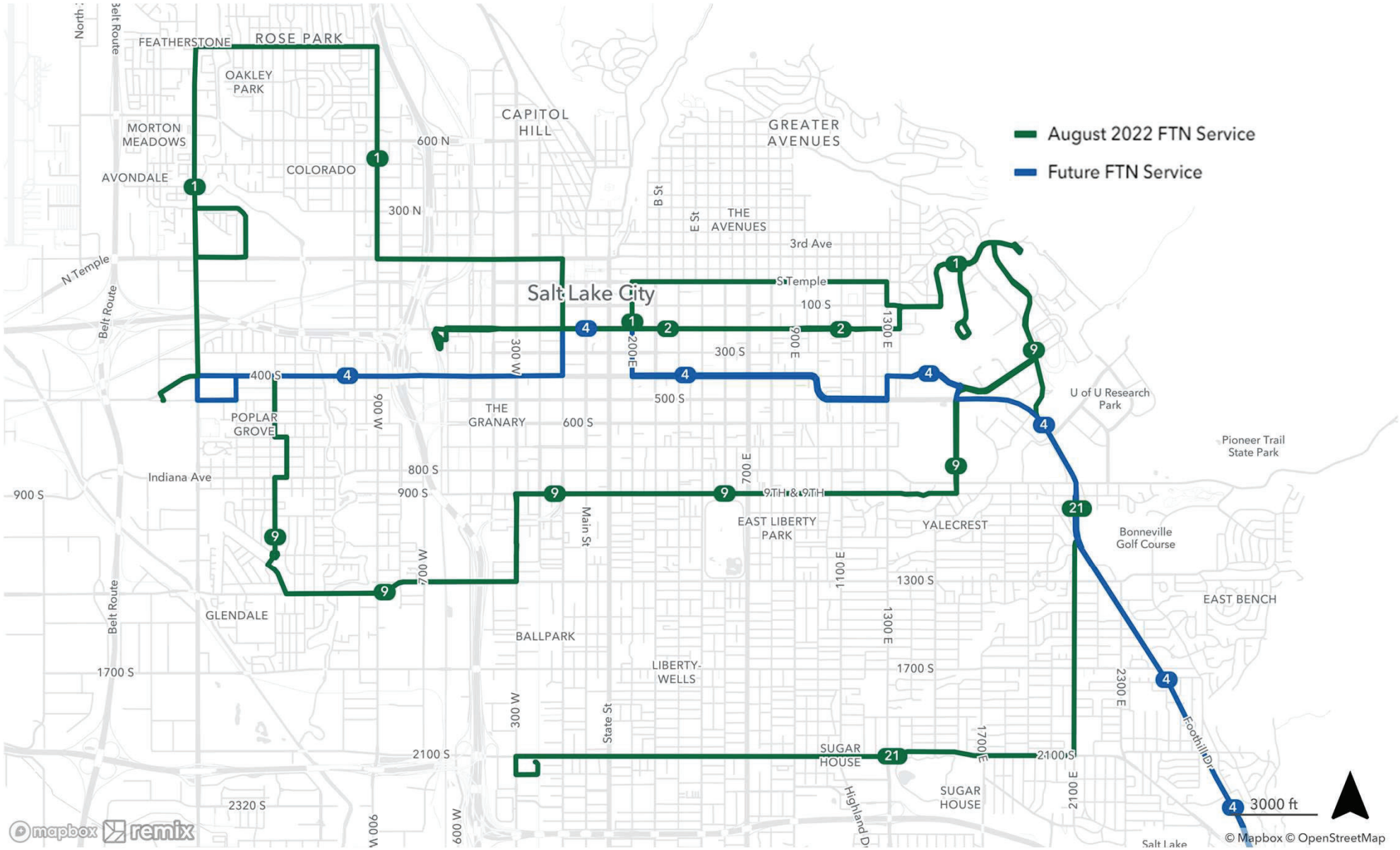
[Attach Salt Lake City Council Resolution Approving Addendum]

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ATTACHMENT A
Description of the 2022-23 FTN Routes
For This Addendum No. 6

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Frequent Transit Network Routes



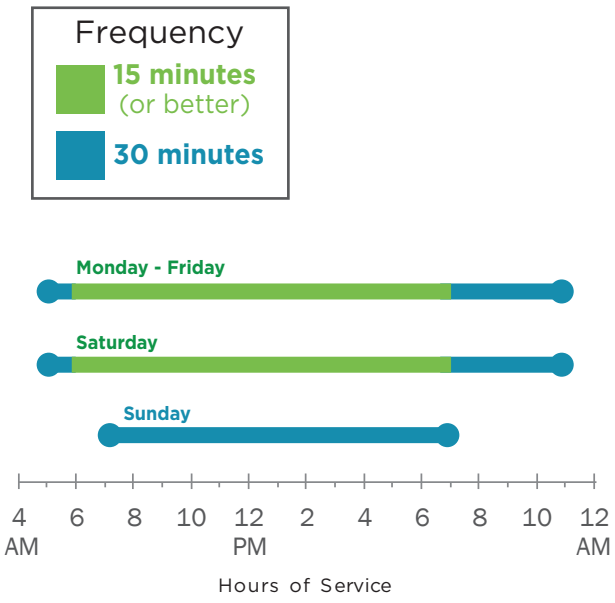
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SALT LAKE CITY'S

Frequent Transit Network

The Transit Master Plan provides a vision for an expanded Frequent Transit Network (FTN); it is a long-term, 20-year vision that identifies the corridors where high-frequency service should be provided in Salt Lake City. Building off the existing grid network, the FTN is a set of designated transit corridors that offers frequent and reliable service connecting major destinations and neighborhood centers seven days a week throughout the day and evening. The lines on the FTN map (following page) do not represent individual routes, but are corridors where frequent service would be provided by a combination of bus or rail technologies. Defining an FTN vision allows Salt Lake City to work closely with Utah Transit Authority (UTA) to set priorities for service provision now and in the future.

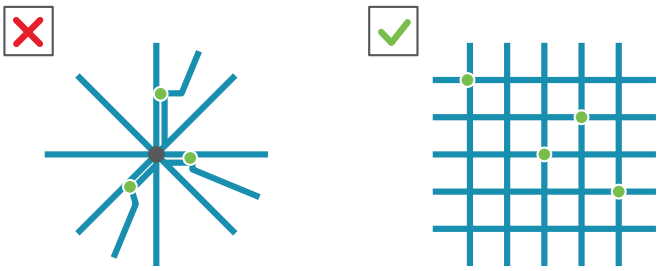
FTN Frequency and Span



Why a Grid Network?

Salt Lake City's existing, centralized hub model is effective for regional connections but is inefficient for some local trips. Currently, many of UTA's routes terminate at Central Station, which provides good connectivity to commuter rail service, but creates challenges for people who need to travel to other destinations throughout the city, necessitating multiple transfers and/or indirect trips. The FTN builds on Salt Lake City's strong street network grid.

Radial vs. Grid Network



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ATTACHMENT B
2022-23 Baseline Services
For This Addendum No. 6

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https://www.rideuta.com/
669 W 200 S
Salt Lake City, Ut 84101-1014

Utah Transit Authority
2020 Annual Agency Profile

Ms. Mary DeLoretto
801-741-8808

General Information

Urbanized Area Statistics - 2010 Census

Salt Lake City-West Valley City, UT
278 **Square Miles**
1,021,243 **Population**
42 **Pop. Rank out of 498 UZAs**

Other UZAs Served

77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Area Statistics

696 **Square Miles**
2,131,121 **Population**

Service Consumption

177,817,056 **Annual Passenger Miles (PMT)**
23,559,294 **Annual Unlinked Trips (UPT)**
78,973 **Average Weekday Unlinked Trips**
43,786 **Average Saturday Unlinked Trips**
19,900 **Average Sunday Unlinked Trips**

Service Supplied

33,175,620 **Annual Vehicle Revenue Miles (VRM)**
1,893,419 **Annual Vehicle Revenue Hours (VRH)**
1,081 **Vehicles Operated in Maximum Service (VOMS)**
1,434 **Vehicles Available for Maximum Service (VAMS)**

Database Information

NTDID: 80001
Reporter Type: Full Reporter
Asset Type: Tier I (Rail)
Sponsor NTDID:

Assets

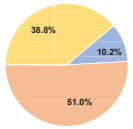
Revenue Vehicles	1,538
Service Vehicles	692
Facilities	239
Track Miles	471.81
Lane Miles	5.03

Financial Information

Sources of Operating Funds Expended

Fares and Directly Generated	$42,006,693	10.2%
Local Funds	$210,002,059	51.0%
State Funds	$0	0.0%
Federal Assistance	$160,082,409	38.8%
Total Operating Funds Expended	**$412,091,161**	100.0%

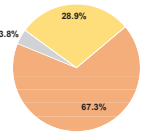
Operating Funding Sources



Sources of Capital Funds Expended

Fares and Directly Generated	$0	0.0%
Local Funds	$49,030,669	67.3%
State Funds	$2,795,918	3.8%
Federal Assistance	$21,027,722	28.9%
Total Capital Funds Expended	**$72,854,309**	100.0%

Capital Funding Sources



Summary of Operating Expenses (OE)

Labor	$218,736,417	68.4%
Materials and Supplies	$61,197,316	19.1%
Purchased Transportation	$4,859,320	1.5%
Other Operating Expenses	$35,091,951	11.0%
Total Operating Expenses	**$319,885,004**	100.0%
Reconciling OE Cash Expenditures	$92,206,157	
Purchased Transportation (Reported Separately)	$0	

Performance Measure Targets - 2021

Performance Measure - Asset Type - Target % not in State of Good Repair
Equipment - Automobiles - 57%
Equipment - Steel Wheel Vehicles - 14%
Equipment - Trucks and other Rubber Tire Vehicles - 55%
Facility - Administrative / Maintenance Facilities - 0%
Facility - Passenger / Parking Facilities - 3%
Infrastructure - CR - Commuter Rail - 2%
Infrastructure - LR - Light Rail - 3%
Rolling Stock - AB - Articulated Bus - 0%
Rolling Stock - BR - Over-the-road Bus - 21%
Rolling Stock - BU - Bus - 6%
Rolling Stock - CU - Cutaway - 0%
Rolling Stock - LR - Light Rail Vehicle - 0%
Rolling Stock - MV - Minivan - 14%
Rolling Stock - RL - Commuter Rail Locomotive - 0%
Rolling Stock - RP - Commuter Rail Passenger Coach - 25%
Rolling Stock - VN - Van - 14%

Modal Characteristics

Modal Overview

Mode	Vehicles Operated in Maximum Service: Directly Operated	Vehicles Operated in Maximum Service: Purchased Transportation	Uses of Capital Funds: Revenue Vehicles	Uses of Capital Funds: Systems and Guideways	Uses of Capital Funds: Facilities and Stations	Uses of Capital Funds: Other	Uses of Capital Funds: Total
Commuter Bus	48	-	$0	$0	$0	$0	$0
Commuter Rail	50	-	$838,357	$8,921,416	$4,877,311	$27,573	$14,664,657
Demand Response	69	37	$2,644,818	$474,303	$102,128	$86,986	$3,308,235
Light Rail	89	-	$0	$5,701,834	$8,916,434	$127,684	$14,745,952
Bus	354	7	$11,457,648	$8,238,023	$19,029,070	$249,149	$38,973,890
Vanpool	427	-	$1,124,588	$0	$0	$36,987	$1,161,575
Total	**1,037**	**44**	**$16,065,411**	**$23,335,576**	**$32,924,943**	**$528,379**	**$72,854,309**

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years[a]
Commuter Bus	$7,226,477	$230,854	$0	4,084,828	190,855	660,672	25,941	0.0	54	48	12.5%	15.4
Commuter Rail	$43,133,266	$3,361,201	$14,664,657	51,916,777	2,024,524	4,039,581	124,396	174.5	69	50	38.0%	19.0
Demand Response	$16,113,988	$222,445	$3,308,235	1,898,928	187,112	1,709,396	116,174	0.0	142	106	34.0%	4.5
Light Rail	$82,232,726	$10,630,886	$14,745,952	39,122,864	8,247,364	6,114,108	355,621	93.9	114	89	28.1%	13.3
Bus	$153,804,115	$14,719,031	$38,973,890	53,462,923	12,250,449	14,946,693	1,143,582	9.4	512	361	41.8%	7.3
Vanpool	$17,374,432	$3,357,063	$1,161,575	27,330,736	658,990	5,705,170	127,705	0.0	543	427	27.2%	5.3
Total	**$319,885,004**	**$32,521,480**	**$72,854,309**	**177,817,056**	**23,559,294**	**33,175,620**	**1,893,419**	**277.8**	**1,434**	**1,081**	**24.6%**	

Performance Measures

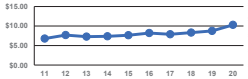
Service Efficiency

Mode	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour
Commuter Bus	$10.94	$278.57
Commuter Rail	$10.68	$346.74
Demand Response	$9.43	$138.71
Light Rail	$13.45	$231.24
Bus	$10.29	$134.49
Vanpool	$3.05	$136.05
Total	**$9.64**	**$168.95**

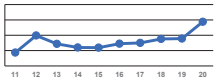
Service Effectiveness

Mode	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	$1.77	$37.86	0.3	7.4
Commuter Rail	$0.83	$21.31	0.5	16.3
Demand Response	$8.49	$86.12	0.1	1.6
Light Rail	$2.10	$9.97	1.3	23.2
Bus	$2.88	$12.55	0.8	10.7
Vanpool	$0.64	$26.37	0.1	5.2
Total	**$1.80**	**$13.58**	**0.7**	**12.4**

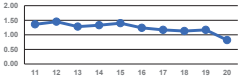
Operating Expense per Vehicle Revenue Mile: Bus



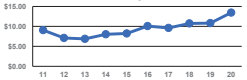
Operating Expense per Passenger Mile: Bus



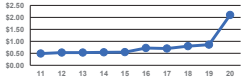
Unlinked Passenger Trip per Vehicle Revenue Mile: Bus



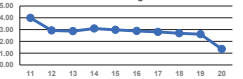
Operating Expense per Vehicle Revenue Mile: Light Rail



Operating Expense per Passenger Mile: Light Rail



Unlinked Passenger Trip per Vehicle Revenue Mile: Light Rail



Notes:
[a]Demand Response - Taxi (DT) and non-dedicated fleets do not report fleet age data.

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ATTACHMENT C
Funding for 2022-23 Transit Service
For This Addendum No. 6

DocuSign Envelope ID: 4724AF25-EA55-4A95-8928-35BF46A9CAF0

Draft for Spring 2022 Approval

Addendum 6: 2022 Baseline Service

Please refer to the UTA 2021-2025 Service Plan adopted on 2/24/2021 for UTA's baseline service.
www.rideuta.com/serviceplan

Summary:

- The Five-Year Service Plan includes FTN level service on Route 2 on weekdays as part of UTA's baseline service level.
- UTA made improvements to the span of service on Routes 2, 9, and 21 in August 2020, which are now included in the baseline at no additional cost to SLC.
- Please visit this link to access route performance data on UTA's Open Data Portal.

Annual Miles	August 2020 Total Miles	2021 Baseline Miles	2021 Sponsored Miles
2	213,344	173,704	39,641
9	476,251	120,704	355,547
21	374,658	278,290	96,369
1	490,818	364,877	125,941
Total	**1,555,072**	**937,574**	**617,498**

Annual Hours	August 2020 Total Hours	2021 Baseline Hours	2021 Sponsored Hours
2	24,712.33	18,271.60	6,440.73
9	45,458.27	2,042.00	43,416.27
21	34,891.40	25,192.87	9,698.53
1	40,735.03	34,517.16	6,217.87
Total	**145,797.03**	**80,023.63**	**65,773.40**

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Utah Transit Authority
Operating Cost per Mile by Mode

Sources:
2020 Federal Transit Administration's National Transit Database (NTD), *Agency Profile,* https://www.transit.dot.gov/ntd/transit-agency-profiles
2020 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents

2020 COST PER MILE

	2019 NTD Operating Expenses by Mode	Less Fuel Costs (Diesel, CNG and Gasoline)	Depreciation	Total Costs	Annual Vehicle Revenue Miles	Cost Per Vehicle Revenue Mile Without Fuel excluding Vehicle Depreciation
Bus Service	$ 154,069,421	$ (5,721,764)	$ 29,795,825	$ 178,143,482	14,946,693	$ 9.93
Commuter Bus	$ 7,226,477	$ (295,265)		$ 6,931,212	660,672	$ 10.49
Commuter Rail	$ 43,133,266	$ (3,271,189)	$ 51,175,715	$ 91,037,792	4,039,581	$ 9.87
Light Rail	$ 82,232,726		$ 51,175,715	$ 133,408,441	6,114,108	$ 13.45
Paratransit Service	$ 16,113,988	$ (494,989)	$ 3,215,090	$ 18,834,089	1,709,396	$ 9.14
Other Service	$ 17,374,432	$ (641,254)	$ 3,726,874	$ 20,460,052	5,705,170	$ 2.93
NTD Totals	$ 320,150,310	$ (10,424,461)	$ 139,089,219	$ 448,815,068	33,175,620	$ 9.34

Fuel Costs	$ 10,424,461
NTD Plus Fuel	$ 459,239,529
CAFR expenses	$ 459,239,529
Difference	$ -

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DRAFT for Spring 2022 Approval

Addendum 6: Paratransit Costs

2022-2023 Sponsored Service: 200 South, 900 South, 2100 South, 1000 N

25,941	Commuter Bus Vehicle Revenue Hours (2020 NTD)
355,621	Light Rail Vehicle Revenue Hours (2020 NTD)
1,143,582	Bus Vehicle Revenue Hours (2020 NTD)
1,525,144	**Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT**
116,174	Total Demand Response Vehicle Revenue Hours (2019 NTD)
8%	<- plug into cost calculator, cell B16
	Demand Response Percentage of Total Vehicle Revenue Hours for Bus, Commuter Bus, and Light Rail

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Draft for Spring 2022 Approval

Addendum 6

2021-2022 Sponsored Service: 1000 N, 200 South, 900 South, and 2100 South

VARIABLE VALUES

$ 9.93	Most recent NTD Cost per Revenue Mile, Bus Service (1)
2.2%	Annual escalator rate (2)
2	Number of Years since NTD report
20%	Administrative Discount off the 35% built into NTD (3)
617,498	Sponsored Revenue Miles: 1000 N, 200 S weekends, 900 S, and 2100 S
8%	Sponsored Paratransit Service rate (4)
$ 2.75	Fuel Cost per Gallon (Service Year Budgeted Cost)
4.85	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)
$ 493,061	2019 Annual Sponsored Vehicle Lease Costs
10	Sponsored Vehicles
$ 175,381	2022 Annual Sponsored Vehicle Lease Costs
4	Sponsored Vehicles

SPONSORED SERVICE COST

$ 9.93	Most recent NTD Cost Per Mile - Bus Service
$ 10.36	NDT rate Adjusted to Service Year Costs
$ 8.29	Discounted NTD Adjusted to Service Year Costs
617,498	Sponsored Revenue Miles
$5,119,058.42	**Total Mileage Cost, Without Fuel, Annual**
$ 409,497.83	**Add Paratransit Service**
$ 5,528,556.25	**Total Annual Operating Costs without fuel**
$ 2.75	Fuel Cost per Gallon
4.85	Bus Miles per Gallon
617,498	Sponsored Revenue Miles
$ 350,727.73	**Total Fuel Cost**
$ 49,306.14	Per Vehicle Principal + Interest Rate
10	Vehicles needed for sponsored service
$ 493,061.40	**2019 Total Annual Vehicle Cost for Sponsored Ser**
$ 43,845.25	Per Vehicle Principal + Interest Rate
4	Vehicles needed for sponsored service
$ 175,381.00	**2022 Total Annual Vehicle Cost for Sponsored Ser**
$ 668,442.40	**Total Annual Vehicle Cost for Sponsored Service**
$ 6,547,726.38	**TOTAL**

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.

(3) UTA will discount the administrative charges in proportion to the scale of the service increase in revenue miles.

(4) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Hal Johnson, Manager of Project Research and Development

TITLE:

R2022-07-03 - Resolution Authorizing an Amended and Restated Agreement with the Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2022-07-03 that Amends and Restates the Mountain View Corridor Interlocal Agreement with the Utah Department of Transportation (UDOT).

BACKGROUND:
In 2008, UDOT completed a Record of Decision (ROD) for the Mountain View Corridor (MVC) project to construct a freeway in the western portion of Salt Lake County. The planned roadway would be built in phases and eventually connect from I-80 into Utah County. This project also included a transit element.

The 2008 ROD committed to a phased implementation approach for the Selected Alternative. Under the phased implementation approach as defined in the 2008 ROD, UDOT committed that it would not proceed with Phase 2 of the roadway component (except in a few designated areas) until Phase 1 of the transit component was complete and in revenue operation. Phase 1 was initially envisioned as a bus rapid transit (BRT) line that would ultimately be converted to light rail by Phase 3. UTA entered into an accompanying Interlocal Cooperation Agreement with UDOT. In this original contract, UTA agreed to assume responsibility for the transit component.

UDOT started construction of the MVC roadway component of the 2008 ROD's Selected Alternative in 2010 and is ready to advance phase 2. However, UTA has not implemented the Phase 1 transit improvements of the 2008 ROD's Selected Alternative because (1) the funding is not available and (2) the local municipalities have not implemented the transit-supportive land use that would be consistent with the MVC Growth Choices

process approved by the Cities.

Additionally, the WFRC Regional Transportation Plan (RTP) has changed and no longer includes a light rail or BRT line in the 5600 West corridor. In the 2007-2030 RTP, corridor preservation for a future BRT/light rail was included as a phase 1 project. Various BRT projects were included on 5600 West in the 2011-2040 RTP, with the unfunded project to implement rail in the corridor. The 2015-2040 RTP recommended BRT in the corridor However, the updated 2019-2050 RTP supports an Express Bus mode in the corridor. UTA has been working with UDOT to update the agreement for the MVC transit project implementation.

DISCUSSION:

Because Phase 1 transit (BRT service on 5600 West) is not in revenue operation and there is no realistic expectation that UTA will implement BRT service on 5600 West in the foreseeable future, UDOT and UTA developed a Refined Selected Alternative for Phase 1 transit implementation that addresses the MVC's purpose. Phase 2 and 3 transit and project implementation will be addressed after the Phase 1 elements are fully implemented; they were not part of the EIS Re-evaluation. Phase 1 transit now is an Express Bus service along the existing 5600 West and North Temple roadway travel lanes from the Old Bingham Highway TRAX station to downtown Salt Lake City. This change will allow transit to be implemented more cost-effectively.

ALTERNATIVES:

If UTA does not approve this Agreement, UDOT will not be able to move forward with roadway improvements.

FISCAL IMPACT:

Per the agreement: "UTA will assume responsibility for the operations of the Locally Preferred Alternative, subject to the securement of operations and maintenance funding." UTA is also working on securing grant funds for the capital portion of the project.

ATTACHMENTS:

Resolution R2022-07-03

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING AN AMENDED AND RESTATED AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MOUNTAIN VIEW CORRIDOR PROJECT IMPLEMENTATATION FOR PHASE I TRANSIT

R2022-07-03 July 13, 2022

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

WHEREAS, the Authority, together with the Utah Department of Transportation (UDOT), desire to make the most efficient use of their resources; and

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

WHEREAS, in recognition of the need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the "Mountain View Corridor" or "MVC"), UDOT and the Authority entered into an Interlocal Cooperation Agreement (“ILA agreement”) for the Mountain View Corridor Project Implementation for Transit on November 13, 2008 which was approved by UTA’s Board of Trustees in Resolution R2008-10-03; and

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC; and

WHEREAS the proposed transit project(s) adopted in the 2008 ILA Agreement as the locally preferred alternative for transit improvements in the corridor (the “Locally Preferred Alternative”) was referenced in, and made part of, UDOT’s environmental Record of Decision (“ROD”) for the MVC; and

WHEREAS, because the property surrounding the MVC did not develop in accordance with the assumptions contained in the 2008 ILA, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council (“WFRC”), the Metropolitan Planning Organization for the region; and

WHEREAS, upon further evaluation, UDOT and the Authority jointly determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

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WHEREAS, UDOT and the Authority wish to execute an amended and restated ILA agreement that will redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan; and

WHEREAS, the UDOT and the Authority intend that this Amended and Restated Agreement will replace and supersede the 2008 Agreement in its entirety.

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

1. That the Board hereby approves the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.

2. That the Executive Director is authorizes to execute the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.

3. That the Board hereby ratifies all actions previously taken by the Authority's management, staff, and counsel to prepare the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.

4. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 13th day of July 2022.

_____

Carlton Christensen, Chair
Board of Trustees

{CONTINUED ON NEXT PAGE}

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ATTEST:

_____

Secretary of the Authority (Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Legal Counsel

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EXHIBIT A

(Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit)

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AMENDED AND RESTATED AGREEMENT
between
UTAH TRANSIT AUTHORITY
and
UTAH DEPARTMENT OF TRANSPORTATION
for
THE MOUNTAIN VIEW CORRIDOR PROJECT IMPLEMENTATION FOR PHASE 1 TRANSIT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this ____ day of_____, 2022 ("Effective Date"), between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to Title 17B Chapter 2a Part 8 of the Utah Code ("UTA") and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah ("UDOT"). UTA and UDOT are each sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties recognize and agree that there is currently a need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the "Mountain View Corridor" or "MVC"), and that such need will increase as population in those areas continues to grow;

WHEREAS, the Parties desire to expedite implementation of Phase I Transit in the MVC, from the Downtown Salt Lake City ("Downtown") along 5600 W. to the Old Bingham Hwy TRAX Station;

WHEREAS, on or about November 13, 2008, the Parties entered into an Interlocal Cooperation Agreement (the "2008 Agreement") for project number SP-067(3)0 as shown in Exhibit A;

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC;

WHEREAS, the proposed transit project(s) was adopted by UTA (through approval of the 2008 Agreement by the UTA Board of Trustees) as the locally preferred alternative for transit improvements in the corridor (the "Locally Preferred Alternative") and was referenced in, and made in part of, UDOT's environmental Record of Decision (ROD) for the MVC;

WHEREAS, the property surrounding the MVC has not developed in accordance with the assumptions contained in the "Vision Scenario" identified by the Parties and other stakeholders as part of the Growth Choices Study referenced in the 2008 Agreement;

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WHEREAS, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council ("WFRC"), the Metropolitan Planning Organization for the region;

WHEREAS, the Parties wish to redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan;

WHEREAS, the 2008 financial crisis negatively impacted UTA's ability to implement proposed transit project(s) for the MVC;

WHEREAS, upon further evaluation, the Parties determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

WHEREAS, the Parties intend that this Agreement will replace and supersede the 2008 Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, UTA and UDOT, for and in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, covenant and agree as follows:

1. Locally Preferred Alternative. The Parties have redefined the Locally Preferred Alternative as an express bus service in the 5600 West corridor between Old Bingham Highway and downtown Salt Lake City, as depicted in the route map attached as Exhibit B. The revised Environmental Impact Statement for the transit portion of MVC is attached as Exhibit C, with the revised ROD included in Exhibit D. An estimated cost range has been provided in Exhibit E. The partnering agreement between UTA and UDOT is included in Exhibit F. UTA's Board Policies are included in Exhibit G.

   The Parties intend that the express bus services will: (i) run on a schedule that provides early morning and late night service to the Airport; (ii) connect to current East West bus routes; provide a regional connection from the Red Line to the Airport/Downtown; and (iii) act as a catalyst for land use change by local government partners. The express bus service will include the following characteristics:

   a. *Service Headways*: A *minimum of* 15-minute headways during peak hours and 30-minute headways during weekday non-peak hours is the service goal subject to the following:

      i. UTA Board of Trustees Policy No. 3.2 Service Planning Implementation (included in Exhibit G), will be followed. This policy notes that UTA will conduct a comprehensive analysis of the entire service network associated with each update to the Five-Year Service Plan. This includes evaluation

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of existing services against the Authority's established Service Design Guidelines to determine if a service is meeting minimum performance thresholds, which will provide a two-year probation period. If the project is implemented in the middle of a service planning cycle, the review period will not begin until the following cycle.

ii. If the ridership does not meet standards after the probation period, UTA may reduce service and will work with UDOT to make necessary adjustments to the environmental documentation. This process includes multiple opportunities for public comment. The projected ridership noted in Exhibit C and Exhibit D will service as a baseline for the Locally Preferred Alternative.

b. *Hours of Service:* Currently anticipated to approximately match typical hours of service for other Salt Lake County bus routes and will be refined by transit service planners as part of project development.

c. *Equipment:* Standard 40-foot buses

d. *New Bus Stops to be Constructed:* New bus stops will be constructed at the following locations along the 5600 West Corridor and will include shelters, benches, and lighting and reader boards for bus arrival times.

i. 9000 South
ii. 7800 South
iii. 7000 South
iv. 6200 South
v. 5400 South
vi. 4700 South
vii. 4100 South
viii. 3500 South
ix. 2700 South
x. California Avenue
xi. International Center

The new bus stops are identified in the route map attached as Exhibit B. Additional stops may be added by UTA as demand increases.

e. *Existing Bus Stops to be Used by Express Bus System:* Existing bus stops at the following locations will be utilized.

i. Existing stop at the Old Bingham Highway Light Rail station
ii. Existing stop at the Salt Lake International Airport
iii. Existing stop along North Temple near the State Complex (approximately 1900 West) in Salt Lake City

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iv. Existing stop near the North Temple Commuter Rail Station in Salt Lake City (approximately North Temple and 400 West)
v. Downtown Salt Lake City-stops will be located at existing bus stop locations

The new bus stops are identified in the route map attached as Exhibit B. As part of the project development process, the addition of lighting and reader boards will be evaluated.

f. *Parking:* Park and ride lots will be provided at the following locations:
   i. Old Bingham Highway (existing TRAX station park and ride lot)
   ii. 9000 South
   iii. 7800 South
   iv. 6200 South
   v. 5400 South
   vi. 3500 South (existing MAX station park and ride lot)

g. *Adjustments:* The location and configuration of stations and park and ride lots may be adjusted subsequent to the execution of this Agreement, as UTA deems necessary, in cooperation with UDOT, and as appropriate for the project.

h. *Transit Priority:* Bus traffic for 5600 West will be prioritized over passenger vehicles through appropriate operational measures which could include queue jumping at signalized intersections, shoulder running during congestion, and transit signal priority. Where applied, bus operation on shoulder running will use existing shoulders and bus queue jumps will use a shared right turn as the queue jump lane. To allow the bus on shoulder operations from approximately 7000 South to 3100 South, 5600 West will be restriped to reduce the northbound and southbound outside travel lane by approximately 1 foot and add that to the existing shoulder. Additional shoulder improvements, such as signing and removing obstacles, will be provided for approximately one quarter mile upstream of the intersection. To ensure safe and preferential bus operations, buses will drive on shoulders only where and when allowed and at the discretion of the bus operator. Transit priority improvements will be subject to UDOT and UTA review.

i. *Adoption by UTA:* By approval of this Agreement, the UTA Board of Trustees hereby adopts such Preferred Transit Alternative as the Locally Preferred Alternative, as depicted in Exhibit B.

2. Construction of Locally Preferred Alternative. The Parties acknowledge that UTA does not currently have funding in place for the Locally Preferred Alternative. Once funding has been secured, UTA and UDOT will coordinate on the design and construction of the Locally Preferred Alternative. Applicable state, local, and federal processes will be followed during implementation. UTA will assume responsibility for the operations of

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the Locally Preferred Alternative, subject to the securement of operations and maintenance funding.

3. Acquisition of Right of Way. Where 5600 West Street is a state road under UDOT's jurisdiction, subject to the provisions of Utah Admin. Code. R907-80-10, UDOT will grant to UTA, at no cost, the property rights necessary to operate the Locally Preferred Alternative and/or any phased expansions thereof through ownership in Fee, easement, permit, or agreement. UDOT has previously deeded to UTA three parcels that can be used as park and ride lots for the Locally Preferred Alternative. UTA and UDOT shall continue to work together to identify and transfer additional parcels necessary for the Locally Preferred Alternative in accordance with the terms, conditions and spirit of that certain June 9, 2015 Partnering Agreement (as shown in Exhibit F) separately entered into by and between the Parties. Any properties conveyed by UDOT under this Section shall be used by UTA only for transportation purposes. Additional property and property rights shall be acquired when the Locally Preferred Alternative is funded by either Party through project funds. To establish a public use for conveyance purposes authorized under Utah Admin. Code R907-80-10: (i) UTA's Executive Director shall provide a written finding to the Department that the property will be used for a road, other transportation or transit facility (including bicycle paths and sidewalks), a transportation reinvestment zone created pursuant to Utah Code Section 11-13-227, a public building or grounds, or a public park; or (ii) UTA's governing body shall approve a resolution declaring the proposed use of the land qualifies as a valid public use, by a public vote at an open meeting after notice to at least all adjoining landowners who shall have the opportunity to comment on the proposed public use prior to the public vote. Any property rights conveyed from UDOT to UTA under this paragraph shall include a clause in the recorded instrument that specifies title will revert to UDOT if the property ceases to be used for the purpose stated in the deed or easement.

4. Utility Relocation. UDOT agrees that, if it becomes necessary to relocate or protect in place utility facilities in, over, or around 5600 West Street in order to implement the Locally Preferred Alternative (including any phased expansions thereof), UDOT shall, upon the request of UTA, invoke its authority, pursuant to Utah Code Ann. § 72-6-116, to require the utility companies to relocate their facilities in accordance with such statute, and for the utility companies to pay that portion of the cost of relocation allocated to the utility company under such statute. Any portions of the relocation cost allocated to UDOT pursuant to § 72-6-116 shall be included in the project budget.

5. Support for Local Land Use Planning. Recognizing the importance of land use patterns to the success of the Preferred Transit Alternative, the Parties agree to work together (in cooperation with other local stakeholders) to support and encourage efforts by municipalities in the MVC to amend their land use plans and zoning ordinances in a manner supportive of transit.

6. Support for Funding. The Parties agree to work together and support each other's efforts to secure necessary funding for the MVC roadway and the Locally Preferred Alternative.

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7. Additional Project Coordination and Cooperation. The Parties agree to work cooperatively to implement the transportation alternatives approved in the amended ROD.

8. Reciprocal Obligations. This Agreement is premised on the Parties' intent that hereafter, UDOT will work in good faith toward implementing the preferred roadway alternative set forth in the FEIS and subsequent environmental re-evaluations, and UTA will work in good faith toward implementing the preferred transit alternative set forth in the FEIS and subsequent environmental re-evaluations. See Exhibit C for the Environmental Impact Statement Reevaluation. The Parties' obligations with respect to the MVC are intended to be reciprocal and the obligations set forth in this Agreement shall be of no force or effect if the Party seeking to enforce such obligations is not working in good faith toward implementing the preferred roadway or transit alternatives set forth in the FEIS, as applicable.

9. Dispute Resolution. In the event that any disputes arise concerning the interpretation or administration of this Agreement, the Parties shall first make every effort to resolve such disputes through discussions between UDOT's Project Manager, and UTA's Project Manager. Any issues that cannot be resolved at that level shall be elevated for discussion and resolution between, UDOT's Deputy Director and UTA's Chief Service Development Officer. Neither Party may initiate any formal legal action without first exhausting the dispute resolution process described hereunder.

10. Counterparts. This Agreement may be executed in counterparts. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.

11. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

13. Amended and Restated Agreement. The Parties agree that this Agreement is intended to replace and supersede the terms and conditions of the 2008 Agreement. The Parties agree that the terms and conditions of the 2008 Agreement shall be of no further force and effect unless, and only to the extent that, such terms and conditions are repeated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

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UTAH TRANSIT AUTHORITY

_____
Title:
Date: _____

_____
Title:
Date: _____

Approved:

DocuSigned by:
Mike Bell 6/8/2022
70E33A415BA44F6...
Title:

UTAH DEPARTMENT OF TRANSPORTATION

_____
Title:
Date: _____

_____
Title:
Date: _____

Approved:

_____
Title:

Exhibit A

2008 Agreement

Exhibit B

MVC Phase 1 Transit Map

Exhibit C

MVC - 5600 West Transit Component - EIS Re-evaluation

Exhibit D

MVC - 5600 West Transit Component - Revised ROD

Exhibit E

Preliminary Cost Estimate

Exhibit F

2015 Partnering Agreement

Exhibit G

UTA Board Policy 3.2

INTERLOCAL COOPERATION AGREEMENT
between
UTAH TRANSIT AUTHORITY
and
UTAH DEPARTMENT OF TRANSPORTATION

[Mountain View Corridor Project Implementation for Transit]

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 13th day of Nov., 2008 ("Effective Date"), by the between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to Title 17B Chapter 2a Part 8 of the Utah Code ("UTA") and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah ("UDOT"). UTA and UDOT are sometimes referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Parties recognize and agree that there is currently a need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the "Mountain View Corridor" or "MVC"), and that such need will increase as population in those areas continues to grow;

WHEREAS, in recognition of the need for improved mobility in the Mountain View Corridor, in 2003 the Parties began the process of preparing an Environmental Impact Statement in compliance with the National Environmental Policy Act ("NEPA");

WHEREAS, in conjunction with the NEPA scoping process, the Parties conducted a Growth Choices Study, involving representatives from Salt Lake and Utah Counties, 14 cities, four nongovernmental organizations, a school district, two chambers of commerce, and five landowners in the study area (the "Stakeholder Committee"), in order to help identify land use, transportation, and quality of life objectives;

WHEREAS, through the Growth Choices process, the Stakeholder Committee considered how various combinations of land-use and transportation strategies would, by the year 2030, result in different growth and transportation scenarios, and ultimately the Stakeholder Committee collaborated to develop and adopt the "Vision Scenario," which includes a balanced mix of roadway improvements, transit improvements, and land-use changes;

WHEREAS, as the NEPA process has moved forward, the Parties have remained committed to pursuing the strategies identified by the Stakeholder Committee in the Vision Scenario, and have worked together as co-sponsors of the MVC project, with UTA taking the lead in identifying and studying various transit alternatives, and eventually selecting the preferred transit alternative;

WHEREAS, the Parties recognize and agree that the ultimate success of transit in the corridor will depend in large part on the willingness of local governments to make land use changes in accordance with the Vision Scenario, and the Parties intend to support the local governments' efforts to make those changes;

WHEREAS, the Parties desire to expedite implementation of transit in the MVC, from the Salt Lake City International Airport to Herriman, sooner than has previously been contemplated, with the ultimate goal of implementing transit service concurrently with construction of the initial roadway improvements;

WHEREAS, UTA and UDOT are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Act"), and are authorized to enter into this Agreement to act jointly and cooperatively to achieve the purposes outlined herein.

NOW, THEREFORE, UTA and UDOT, for and in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, covenant and agree as follows:

1. Locally Preferred Alternative. The Mountain View Corridor Final Environmental Impact Statement ("MVC EIS") identified a "Preferred Transit Alternative" for transit in the MVC, generally providing for a transit corridor along 5600 West from 11800 South to I-80, and then along I-80 to the Salt Lake City International Airport, consisting first of bus rapid transit, and later of rail transit. The Preferred Transit Alternative is more particularly described at section 2.4.5.1 and 36.2.1.1 of the MVC EIS and depicted on Exhibit A hereto. By approval of this Agreement, the UTA Board of Trustees hereby adopts such Preferred Transit Alternative as the Locally Preferred Alternative, as depicted on Exhibit A hereto. Notwithstanding the adoption herein of the Locally Preferred Alternative as depicted on Exhibit A, the location and configuration of stations and park and ride lots may be adjusted subsequent to the execution of this Agreement, as UTA deems necessary, in cooperation with UDOT, and appropriate for the project.

2. Development of MVC Transit Component. UTA agrees to assume responsibility for development of the transit component of the MVC, in accordance with the following schedule:

a. Phase 1 – 2007 to 2015:

i. UTA agrees to preserve and/or acquire the right of way necessary for construction and operation of transit along 5600 West from 11800 South to the Airport Line, as contemplated in the Locally Preferred Alternative. UTA will be responsible for the cost of acquiring the necessary right of way, and UTA will acquire the necessary properties incrementally, as funds are available. If there are any areas where alignment shifts are considered as part of the design process (e.g.,in the area around I-80 and the Salt Lake International Airport, and in the area south of 11800 South), UTA will acquire the right of way for the transit

line in that section once the alignment issues are resolved. See Paragraph 2.a.v.

ii. Where 5600 West Street is a state road under UDOT's jurisdiction, UDOT will grant to UTA, at no cost, an easement giving UTA the right to construct and operate its transit system, including TPSS sites and signal cabinets, within the 5600 West Street right of way, including the surface, subsurface, and air space, as necessary to accommodate the transit system.

iii. UTA and UDOT agree that implementation of the Locally Preferred Alternative will not result in elimination of traffic lanes or turning lanes from 5600 West Street. However, UTA and UDOT agree that 5600 West Street shall be designed as a pedestrian-friendly transit corridor, and in a manner that will minimize the need to acquire additional right of way. Specifically, UDOT agrees that shoulders currently in existence along 5600 West Street from 2700 South to 6200 South will be eliminated and converted to traffic lanes, to replace current traffic lanes that will be used for transit by UTA.

iv. UTA will not be responsible for the costs of acquiring right of way necessitated by any widening of 5600 West Street not related to the development of the Locally Preferred Alternative; any such costs will be borne by UDOT where 5600 West Street is a state road, and by the respective municipalities with jurisdiction over those portions of 5600 West that are city streets. Where 5600 West Street does not yet exist, UTA will acquire property necessary for the development of transit, but will not acquire any property necessary for creation of 5600 West Street itself.

v. The parties acknowledge that the Locally Preferred Alternative has not yet progressed to final design, but it is recognized that property acquisitions and the attendant costs may be significantly reduced by situating some portion of the alignment within the I-80 corridor. If UTA, through its design process, proposes to situate part of the alignment within the I-80 corridor, UDOT agrees to work together in good faith with UTA, considering future freeway capacity needs, safety, cost, operational issues, and other relevant factors, to identify a final alignment in the area around I-80 and the Salt Lake City International Airport. The parties agree to resolve any disputes regarding such alignment through the dispute resolution process in paragraph 10 of this Agreement. If the final alignment identified by the parties, or any portion thereof, lies within the I-80 corridor, UDOT, with FHWA approval, will grant to UTA, at no cost, an easement or substantially equivalent property interest giving UTA the right to operate its transit system within such corridor.

vi. UDOT agrees to grant to UTA, at no cost, properties it owns at 5527 West and 3500 South and at 6176 South and 5600 West, which are depicted on Exhibit B hereto. UTA agrees that the properties will only be used for transportation purposes as public park and ride lots in connection with the Locally Preferred Alternative. Such conveyances will take place within six months of the Effective Date. UDOT will prepare the instruments of conveyance.

vii. UDOT agrees to grant to UTA, at no cost, a portion of the UDOT-owned property at 5651 West and 5400 South, which is generally depicted on Exhibit B hereto. UTA will identify the portion of the property that it needs for a public park and ride lot within six months of the Effective Date. UDOT will prepare the instrument of conveyance, and will convey such portion to UTA within sixty days after UTA has identified the portion of the property it needs. UTA agrees that such property will only be used for transportation purposes, as a public park and ride lot.

viii. If UTA identifies other UDOT-owned properties as beneficial to, but not strictly necessary for, the development of the Locally Preferred Alternative (such as properties deemed suitable for transit oriented development), UDOT agrees to notify UTA before marketing such properties for sale, to allow UTA an opportunity to purchase such properties at fair market value, to be determined by independent appraisals after UDOT complies with Utah Code Ann. §78B-6-521.

ix. In order to preserve the width necessary for the Locally Preferred Alternative right of way, and reduce UTA's property acquisition costs, UDOT agrees that if it disposes of any other property it owns along the 5600 West Street corridor, it will retain ownership of strips of land adjacent to the street. The width of such retained strips shall be determined by UTA and UDOT, taking into consideration design of the transit way, passenger stations, etc.

x. UDOT further agrees that it will exercise its powers of eminent domain on behalf of UTA, if and to the extent that UTA is unable to acquire needed properties through negotiated transactions. UTA shall pay UDOT's actual costs (excluding overhead costs and costs of UDOT staff time), including the amount paid for the needed properties, if UDOT exercises its powers of eminent domain on behalf of UTA.

xi. UTA agrees to implement and begin revenue operation of a Type 3 bus rapid transit line (BRT) in the 5600 West corridor between 2700 South Street and 6200 South Street by December 31, 2015.

b. Phase 2 – 2016 to 2025:

i. UTA agrees to expand the 5600 West Type 3 BRT line to operate along 5600 West, from I-80 to 11800 South, and along I-80 to the Salt Lake City International Airport.

c. Phase 3 – 2025 and beyond:

i. UTA agrees to upgrade the Phase 2 BRT system to a rail transit line, in accordance with the then-current UTA design criteria.

3. The parties acknowledge that design modifications and alignment shifts for the Locally Preferred Alternative could be considered by UTA during subsequent stages of project development for the transit project. The parties recognize and agree that additional environmental review may be necessary if UTA identifies a final alignment that differs from the Preferred Transit Alternative as defined in the FEIS.

4. Utility Relocation. UDOT agrees that, if it becomes necessary to relocate or protect in place utility facilities in, over, or around 5600 West Street in order to implement any phase of the Locally Preferred Alternative, UDOT shall, upon the request of UTA, invoke its authority, pursuant to Utah Code Ann. § 72-6-116, to require the utility companies to relocate their facilities in accordance with such statute, and for the utility companies to pay that portion of the cost of relocation allocated to the utility company under such statute. UTA shall pay the portion of the cost of relocation allocated to UDOT pursuant to § 72-6-116.

5. System Operation and Maintenance. UTA and UDOT agree to operate and maintain the 5600 West corridor in accordance with the following provisions:

a. UTA shall be responsible for maintaining that portion of 5600 West Street designated as the transit way, including barrier curbs, transit stations (including landscaping located at the stations), TPSS sites, signal cabinets, and all other facilities ancillary to the transit system. UTA shall have no responsibility to maintain any portion of the street outside the transit way barrier curbs

b. The parties agree that, prior to commencement of revenue operations along the Locally Preferred Alternative, the parties shall develop a plan for coordinated snow removal from the 5600 West Street corridor. Such plan shall provide a reasonable means for UTA to remove snow from its transit way.

c. UDOT agrees that traffic signals along 5600 West Street shall be programmed to give signal priority to UTA system vehicles used for the Locally Preferred Alternative over automobile traffic.

d. UDOT agrees that if it ever submits a recommendation to delete 5600 West Street, or any portion thereof, from the state highway system, such recommendation would include the provisions of this section.

6. Support for Local Land Use Planning. Recognizing the importance of land use patterns to the success of the Preferred Transit Alternative, the Parties agree to work together, and with the Stakeholder Committee, to support and encourage efforts by municipalities in the

MVC to amend their land use plans and zoning ordinances in accordance with the Vision Scenario.

7. Support for Funding. The Parties agree to work together and support each other's efforts to secure necessary funding for the MVC roadway and transit improvements.

8. Additional Project Coordination and Cooperation. The Parties agree to work cooperatively to facilitate the issuance of the Record of Decision on the MVC project, and to work together in good faith to implement the transportation alternatives approved in such Record of Decision.

9. Reciprocal Obligations. This Agreement is premised on the parties' intent that hereafter, UDOT will work in good faith toward implementing the preferred roadway alternative set forth in the FEIS, and UTA will work in good faith toward implementing the preferred transit alternative set forth in the FEIS. The parties' obligations with respect to the MVC are intended to be reciprocal and the obligations set forth in this Agreement shall be of no force or effect if the party seeking to enforce such obligations is not working in good faith toward implementing the preferred roadway or transit alternatives set forth in the FEIS, as applicable.

10. Dispute Resolution. In the event that any disputes arise concerning the interpretation or administration of this Agreement, the parties shall first make every effort to resolve such disputes through discussions between UDOT's MVC Project Manager, and UTA's 5600 West Transit Project Manager. Any issues that cannot be resolved at that level shall be elevated for discussion and resolution between, UDOT's Deputy Director and UTA's Assistant General Manager. Neither party may initiate any formal legal action without first exhausting the dispute resolution process described hereunder.

11. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this agreement, the parties agree as follows:

This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Act;

This Agreement shall be reviewed as to proper form and compliance with applicable law a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;

Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;

No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Deputy Director of UDOT and the Assistant General Manager of UTA. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the

extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party..

12. Counterparts. This Agreement may be executed in counterparts. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Interlocal Act.

13. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
11/13/08

Approved as to Form and Legality:
Attorney General

By: _____
Assistant Attorney General

Date: 11/13/2008

UTAH TRANSIT AUTHORITY

By: _____
John M. Inglish, General Manager

By: _____
Treasurer

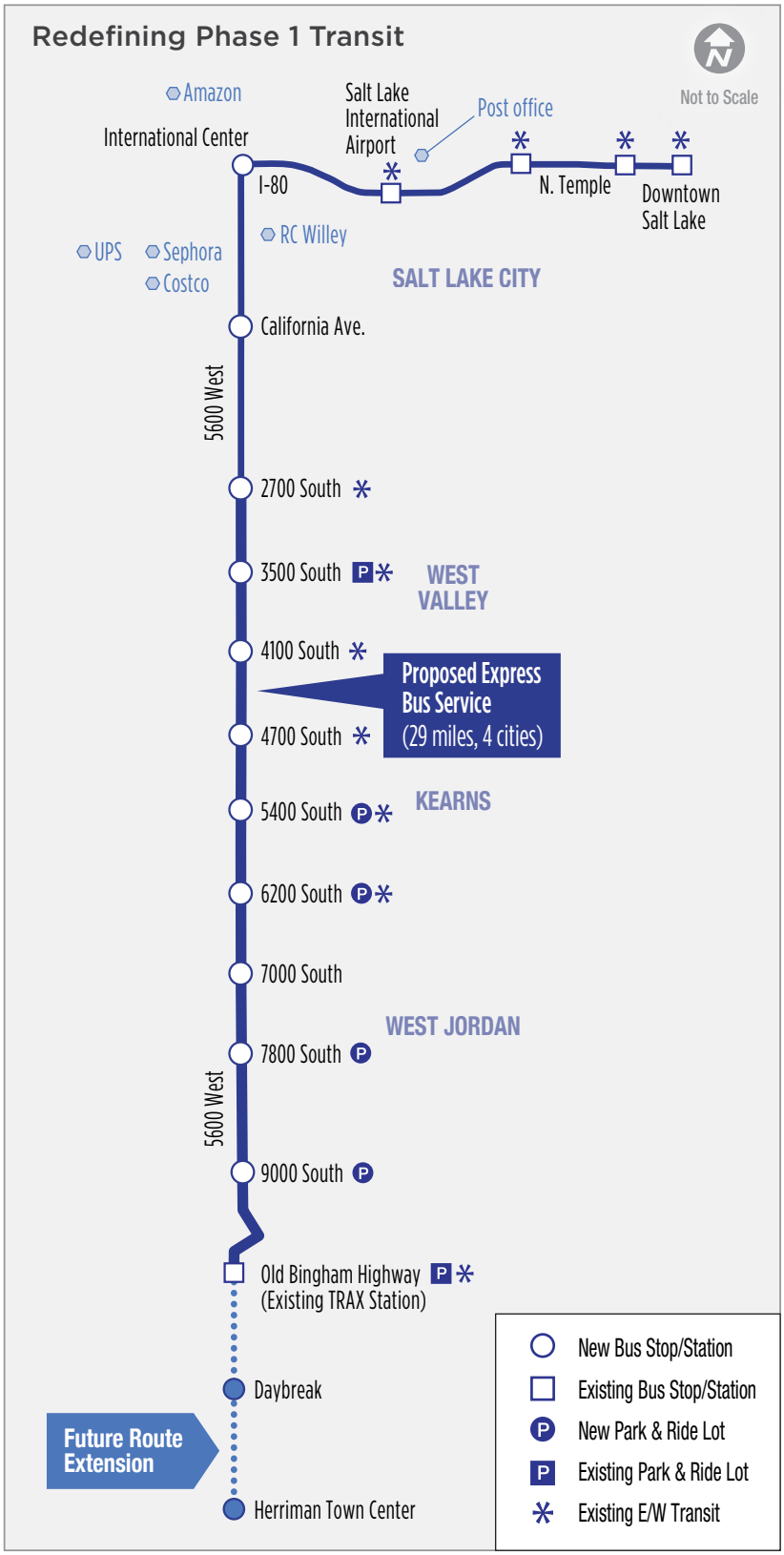
Approved as to Form and Legality

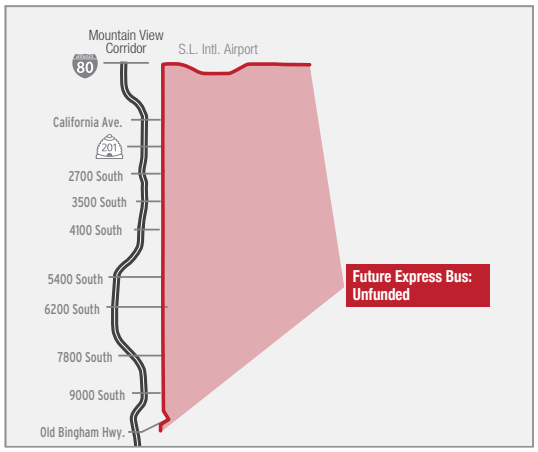
UTA Legal Counsel

Date: 10/29/04

PROPOSED EXPRESS BUS: PHASE 1 TRANSIT

January 2019





Projected Construction Timeline

- Regional Transportation Plan Phase 2 (2025-2034)
  - Need Identified
  - Prioritized for Funding

Estimated Cost

- $34.5 Million (One Time Capital Cost)
- $5.6 Million (Yearly Operations Cost)

Key Features

- 29 miles long
- Serves four cities, Salt Lake International Airport and Downtown Salt Lake City
- 2,200-3,900 daily ridership

Key Insights

- When Phase 1 Transit is built and operating, MVC can convert existing roadway intersections into freeway interchanges

Current Activities

- Identify funding to build, operate and maintain the express bus service
- Park and ride lot acquisitions

Watch the Phased Implementation video

udot.utah.gov/mountainview

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

JASON E. DAVIS, P.E.
Deputy Director of Engineering and Operations

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

July 18, 2019

Mr. Bryan Adams, P.E.
Region Two Director
Utah Department of Transportation
2010 South 2760 West
Salt Lake City, UT 84104

Subject: UDOT Project Number S-0085(9), S.R. 85, MVC; Environmental Impact Statement 5600 West Transit Component, Salt Lake County, Utah (PIN 13149)
Environmental Impact Statement Re-evaluation

Dear Mr. Adams:

A Final Environmental Impact Statement (Final EIS) and Section 4(f) Evaluation for the Mountain View Corridor (MVC), Salt Lake and Utah Counties, was completed in September 2008 and approved through the issuance of a Record of Decision (ROD) on November 17, 2008 from the Federal Highway Administration (FHWA). The subjects of this EIS Re-evaluation are refinement of the transit alternative that was selected in the ROD (the 5600 West Transit Alternative with Dedicated Right-of-Way Option) and project implementation and phasing.

This memorandum is intended to support a decision on whether a supplemental EIS is required, pursuant to applicable criteria in FHWA's NEPA regulations. The regulations in 23 CFR 771.130(a) provide that a supplemental EIS is required when "(1) Changes to the proposed action would result in significant environmental impacts that were not evaluated in the EIS; or (2) New information or circumstances relevant to environmental concerns and bearing on the proposed action or its impacts would result in significant environmental impacts not evaluated in the EIS." To support that determination, this memorandum summarizes the proposed refinement to the 2008 ROD selected transit alternative and changes to project implementation and phasing; discusses changes in the affected environment; and considered whether any of the changes in the project and affected environment require a supplemental EIS. The appendices to this memorandum include the supporting technical documentation and reports.

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being or have been carried out by UDOT pursuant to 23 USC § 327 and a Memorandum of Understanding (MOU) dated January 17, 2017, and executed by FHWA and UDOT. This Re-evaluation is being processed in accordance with this agreement, and UDOT is the agency responsible for approving the Re-evaluation. Under the assignment MOU, UDOT is responsible for conducting any additional environmental review (including Re-Evaluations) that may be required for projects that were approved by FHWA prior to execution of the assignment MOU.

Background and Need for the Re-evaluation

The overall Selected Alternative in the 2008 ROD included both a roadway alternative (the 5800 West Freeway Alternative) and a transit alternative (the 5600 West Transit Alternative with Dedicated Right-of-Way Option). Since the ROD was issued, this overall alternative has been refined and is referred to as the Refined Selected Alternative. The Refined Selected Alternative includes changes to the Selected Alternative's transit components, namely implementing Express Bus service instead of bus rapid transit (BRT) in Phase 1.

The 2008 ROD was conditioned upon UDOT's compliance with the phased approach to implementing the project as described in Chapter 36, Project Implementation (Phasing), of the Final EIS. The ROD authorized UDOT to proceed with construction of Phases 1 and 2 of the roadway as well as right-of-way acquisition and design for all three phases of the MVC Project as long as the conditions of the phasing were met. The ROD did not authorize construction of Phase 3 of the roadway. The ROD stated that before Phase 3 can be constructed, an additional ROD and potentially additional NEPA review would be required.

The purpose of this Re-evaluation is to address changes to the project phasing. Specifically, the Re-evaluation evaluates changes to **Phase 1** transit implementation of the transit alternative that was selected in the 2008 ROD (the 5600 West Transit Alternative with Dedicated Right-of-Way Option). Phases 2 and 3 transit and project implementation will be addressed after the Phase 1 elements are fully implemented and are not part of this Re-evaluation.

The 2008 ROD's Selected Alternative proposed that transit would be constructed in three phases. As described in the Final EIS and the 2008 ROD, the transit system would have started as Bus Rapid Transit (BRT) in Phase 1 and would have been converted to rail transit in Phase 3. Figure 1 in Appendix A shows the proposed 5-mile transit alignment on 5600 West for Phase 1. Figure 1 also shows the entire Phase 3 transit build-out that was analyzed in the Final EIS (shown as Phase 1 right-of-way preservation).

Table 1 describes the transit elements of the 2008 ROD's Selected Alternative and compares them with the Refined Selected Alternative's Phase 1 transit elements being evaluated in this Re-evaluation.

Table 1. Summary of Transit Phase 1 Changes in Implementation in This Re-evaluation

	Phased Transit Implementation for the 2008 ROD's Selected Alternative	Refined Selected Alternative
Phase 1	**Transit Implementation** • The Utah Transit Authority (UTA) will take all actions necessary to (1) complete Phase 1 of the 5600 West Transit Alternative with Dedicated Right-of-Way Option and begin revenue operation by December 31, 2015, and (2) complete Phase 2 of that alternative and begin revenue operation of that phase by December 31, 2025. • UTA will construct BRT in a fixed guideway (Type 3 bus rapid transit) along 5600 West from 2700 South to 6200 South. As part of Phase 1 activities, UTA also will acquire the necessary right-of-way to construct a fixed-guideway transit system along 5600 West from 11800 South to Interstate 80 (I-80) and along I-80 from 5600 West to the Salt Lake City International Airport.	**Transit Implementation** • Phase 1 transit will include express bus transit service along the existing 5600 West and North Temple roadway travel lanes from the Old Bingham Highway TRAX station to downtown Salt Lake City.

The transit improvements associated with the 2008 ROD's Selected Alternative included constructing a fixed-guideway transit facility on the existing 5600 West arterial road in Salt Lake County from Herriman to the location where the alignment left 5600 West at the existing railroad crossing north of 700 South and crossed under I-80 at the existing railroad crossing. After crossing under I-80, the alignment turned east along Amelia Earhart Drive. The fixed guideway consisted of an area in the center of the roadway dedicated solely for the use of transit vehicles, with street traffic using general-purpose lanes on the outside of the roadway. Transit stations would have been located in the roadway median. The transit improvements included in the 2008 ROD's Selected Alternative were under the authority of UTA and did not require FHWA's approval.

UDOT started construction of the MVC roadway component of the 2008 ROD's Selected Alternative in 2010 and is in the process of completing Phase 1 of the roadway project. However, UTA has not implemented the Phase 1 transit improvements of the 2008 ROD's Selected Alternative because of (1) a lack of funding and (2) the local municipalities and development have not implemented transit-supportive land use that was consistent with the MVC

Growth Choices process approved by the Cities. Based on the 2008 ROD, for UDOT to move into Phase 2 of the roadway component, Phase 1 of the transit component was to be in revenue operation (anticipated by 2015 in the ROD). Because Phase 1 transit is not in revenue operation and UDOT would like to proceed with Phase 2 roadway construction, UDOT and UTA developed a Refined Selected Alternative for Phase 1 transit implementation that addresses the MVC's purpose and provides improved transit mobility compared to Phase 1 of the 2008 ROD's Selected Alternative (see Table 1 above).

Re-evaluation Analysis

Following is a summary of the main components of the EIS and any changes associated with each component due to the refinements in implementation of and the transit components of the Refined Selected Alternative and previously known and newly identified environmental resources in the project area.

Purpose and Need

As stated in the EIS, the purpose of the MVC Project is to improve regional mobility by reducing roadway congestion and by supporting increased transit availability, supporting local growth objectives, increasing roadway safety, and supporting increased bicycle and pedestrian options. The proposed revisions included with the Refined Selected Alternative do not change the original project concept or project purpose; therefore, the purpose of and need for the project remain valid.

Independent Utility

No additional transportation improvements are necessary for the proposed project to function as intended. The project would not restrict consideration of alternatives for other reasonably foreseeable transportation improvements.

Changes from the 2008 ROD's Selected Transit Alternative Incorporated in the Refined Selected Alternative

The elements of the Refined Selected Alternative for the Phase 1 transit implementation are listed below. Where the elements of the Refined Selected Alternative are different than the Phase 1 transit improvements in the 2008 ROD's Selected Alternative, these elements are described in more detail. Detailed figures for the Refined Selected Alternative are provided in Appendix A.

The following list summarizes the attributes of the Express Bus service that is being proposed as part of the Refined Selected Alternative to replace the Phase 1 transit element described in the 2008 ROD's Selected Alternative:

- **Limits of Service:** The Refined Selected Alternative's Express Bus route would be 29 miles long versus the 5 miles of the Phase 1 BRT for the 2008 ROD's Selected Alternative. The Refined Selected Alternative's Express Bus route would serve four cities, while the Phase 1 BRT for the 2008 ROD's Selected Alternative would have served two cities. The Refined Selected Alternative's Express Bus would serve the Salt Lake City International Airport and downtown Salt Lake City; the Phase 1 BRT for the 2008 ROD's Selected Alternative would not.
- **Alignment:** As shown in Figure 2 in Appendix A, the Express Bus would generally run along 5600 West within the existing roadway travel lanes from the Old Bingham Highway light rail station to the International Center and from there to the Salt Lake City International Airport and into downtown Salt Lake City on North Temple. The 2008 ROD's Selected Alternative Phase 1 BRT would have generally run in the middle of 5600 West between 6200 South and 2700 South.
- **Service Headways:** 15-minute headways during weekday peak hours, 30-minute headways during weekday non-peak hours, and 60-minute headways during weekday night-time hours. The 2008 ROD's Selected Alternative Phase 1 BRT headways were not specified.
- **Travel Time:** The Refined Selected Alternative's Express Bus includes several preferential treatment options (see Figure 3 in Appendix A) that could improve travel time (transit signal priority, queue jump, bus on shoulder, or modified bus on shoulder). These preferential treatment options could reduce travel time by 8% to 27% compared to baseline conditions in locations where they are implemented. The 2008 ROD's Selected Alternative Phase 1 BRT would also reduce travel time compared to baseline conditions. The 2008 ROD's Selected Alternative would have more reduction in travel time compared to the Express Bus because it would

be on a dedicated right-of-way between 2700 South and 6200 South.

- **Ridership:** The Refined Selected Alternative's Express Bus ridership is forecasted to be 2,200 to 3,900 per day in 2020, compared to 300 to 600 per day for the Phase 1 BRT for the 2008 ROD's Selected Alternative.
- **Capital Costs and Operation and Maintenance Costs:** The Refined Selected Alternative's Express Bus capital cost would be less than that of the Phase 1 BRT for the 2008 ROD's Selected Alternative. The Refined Selected Alternative's Express Bus operation and maintenance costs per mile would be less than those of the Phase 1 BRT for the 2008 ROD's Selected Alternative.
- **Hours of Service:** Anticipated to approximately match typical hours of service for other Salt Lake County bus routes and to be refined by transit service planners.
- **Equipment:** Standard 40-foot buses.
- **Stops:** Stops are shown in Figure 2 and described below:
  - **New stops** would be provided at the following locations along 5600 West and would include shelters, benches, lighting, and reader boards for bus arrival times:
    - 9000 South
    - 7800 South
    - 7000 South
    - 6200 South
    - 5400 South
    - 4700 South
    - 4100 South
    - 3500 South
    - 2700 South
    - California Avenue
    - International Center
  - **Existing stops** at the following locations will be utilized. Evaluate providing lighting and reader boards at the existing stops.
    - Old Bingham Highway TRAX station
    - Salt Lake City International Airport
    - North Temple near the State Complex (about 1900 West) in Salt Lake City
    - North Temple commuter rail station in Salt Lake City (about North Temple and 400 West)
    - Downtown Salt Lake City stops would be located at existing bus stop locations
- **Parking:** Park-and-ride lots will be provided at the following locations (see Figure 2):
  - Old Bingham Highway (existing TRAX station park-and-ride lot; evaluated in the Final EIS)
  - 9000 South (new)
  - 7800 South (new)
  - 6200 South (evaluated in the Final EIS)
  - 5400 South (evaluated in the Final EIS)
  - 3500 South (existing MAX station park-and-ride lot; evaluated in the Final EIS)
- **Transit Priority:** Express bus traffic for 5600 West would be prioritized over passenger vehicles through appropriate operational measures, which could include queue jumping at signalized intersections, shoulder running (that is, buses driving in the roadway shoulder), and transit signal priority (Figure 3 in Appendix A). Where applied, shoulder running would use existing shoulders, and bus queue jumps would use a shared right-turn and queue-jump lane. To allow shoulder running from about 7000 South to 3100 South, 5600 West would be restriped to reduce the northbound and southbound outside travel lanes by about 1 foot, and that width would be added to the existing shoulder. Additional shoulder improvements, such as installing signs and removing obstacles, would be implemented for about one-quarter mile upstream of the intersection. To ensure safe and preferential bus operations, buses would drive on the shoulders only where and when allowed and at the discretion of the bus driver.
- **Timing:** The improvements listed above would be implemented when funding and permits are obtained.

Environmental Consequences Analysis

UDOT has evaluated the expected impacts to the natural and built environment from the Refined Selected Alternative. The expected impacts of the Refined Selected Alternative would include impacts from Phase 1 transit implementation only. Overall, the Refined Selected Alternative would have fewer impacts to the environment than those analyzed in the Final EIS for the 2008 ROD's Selected Alternative because the entire Express Bus route is within the existing road system. The 2008 ROD's Selected Alternative included about 1.5 miles of new facility on a new alignment. No substantial changes would occur to the natural or built environment as a result of the Refined Selected Alternative that would significantly affect the quality of the human and natural environment. Most of the impacts of these changes are less than those previously disclosed in the MVC Final EIS for the 2008 ROD's Selected Alternative and therefore are not individually or cumulatively significant or significantly different from those described in the 2008 Final EIS and ROD.

As part of the Re-evaluation process, UDOT conducted field investigations in 2019 to update the biological resources, waters of the U.S., and cultural resources information within the project footprint. Clearance memos for these field investigations are provided in Appendix B.

The sections below summarize the changes to the environmental impacts from those analyzed in the Final EIS for the 2008 ROD's Selected Alternative as a result of the refinements in implementation of the transit components of the Refined Selected Alternative.

Land Use Impacts

Consistency with Plans. The MVC Final EIS stated that, for the transit alternative that was ultimately selected in the ROD, transit along 5600 West would be generally consistent with local land-use plans and with the Wasatch Front Regional Council's (WFRC) long-range transportation plan. The proposed Express Bus that is part of the Refined Selected Alternative is also consistent with the current local land-use plans and with the current WFRC long-range transportation plan. The current local land-use plans are similar to local land-use plans at the time of the Final EIS. The WFRC long-range transportation plan was amended in January 2018 to officially approve the change to Express Bus on 5600 West.

Direct Land Use Impacts. The Refined Selected Alternative would impact a total of 9.79 acres of urban and suburban land uses. Figures showing the location of the impacted areas are included in Appendix A (Figures 4 to 16). Of these 9.79 acres, only about 1.96 acres are areas of new impact beyond what was previously evaluated for the 2008 ROD's Selected Alternative.

The 1.96 acres of new impact are the two additional park-and-ride lots that are proposed as part of the Refined Selected Alternative: one at 9000 South 5573 West (Appendix A, Figure 4) and the other at 5524 W. Ranches Loop Road (southeast quadrant of 7800 South 5600 West intersection) (Appendix A, Figure 6). These two park-and-ride lots were not evaluated in the Final EIS for the transit alternative that was selected in the 2008 ROD.

The park-and-ride lot at 9000 South and 5600 West on the southeast quadrant would be 0.74 acres and would be located in a vacant field that is adjacent to residential developments in the southeast quadrant of the intersection. The lot would be compatible with the general urban nature of the area along two busy roads. The lot would be consistent with the general commercial-related zoning and proposed future land uses identified by West Jordan City.

The park-and-ride lot at 5524 W. Ranches Loop Road is on the southeast quadrant of the 5600 West and 7800 South intersection and would be 1.22 acres. This park-and-ride lot is located in a planned commercial development. The lot would be compatible with the general urban nature of the area along 5600 West. The lot would be consistent with the general commercial-related zoning and proposed future land uses identified by West Jordan City.

Sequencing Effects on Land Use. The intent of the sequencing in the MVC Final EIS and ROD was to encourage transit-oriented development by introducing high-quality transit before providing the new freeway capacity. The MVC FEIS analysis determined that the sequencing proposed with the 2008 ROD's Selected Alternative was unlikely to affect land use patterns. This conclusion would be the same with the Express Bus proposed with the Refined Selected Alternative.

Additionally, as previously noted, the local municipalities and property owners have not implemented transit-supportive land use that was consistent with the MVC Growth Choices process approved by the Cities. In the time since the MVC ROD was signed, land use adjacent to 5600 West has not had major changes compared to the

existing land use conditions at the time of the MVC FEIS. The land adjacent to the 5600 West corridor is almost fully developed and consists of predominantly lower density residential and commercial land uses. There are not currently transit-oriented high-density mixed use developments along 5600 West corridor. The construction of higher density mixed use developments would require redevelopment given the fully developed condition of the corridor.

In regards to encouraging more transit-oriented development in the future, the proposed Express Bus in the Refined Selected Alternative is likely to be equal or better to the 2008 ROD's Selected Alternative because it provides improved transit service across a broader area.

Project Implementation

The type of transit for Phase 1 implementation has been changed from BRT in a dedicated right-of-way from 6200 South to 2700 South for the 2008 ROD's Selected Alternative to an Express Bus from Old Bingham Highway in West Jordan to downtown Salt Lake City for the Refined Selected Alternative. Details about the Refined Selected Alternative's elements are described in detail in the previous section, Changes from the 2008 ROD's Selected Transit Alternative Incorporated in the Refined Selected Alternative.

Phase 1 of the 5600 West Transit Alternative (the transit alternative selected in the 2008 ROD) was to begin revenue operation on December 3, 2015. In addition, the Phase 1 implementation defined as part of the 2008 ROD's Selected Alternative required UTA to acquire the necessary right-of-way to construct a fixed-guideway transit system along 5600 West from 11800 South to I-80 and along I-80 from 5600 West to the Salt Lake City International Airport. This right-of-way acquisition would not occur with the Refined Selected Alternative. The Refined Selected Alternative would implement Express Bus service.

The Phase 1 BRT and right-of-way acquisition for the 2008 ROD's Selected Alternative would require relocating businesses and residential properties along the alignment, and traffic would be temporarily disrupted during construction. The Refined Selected Alternative would be an Express Bus using 5600 West. No relocations would occur, and there would be only a temporary disruption to traffic on 5600 West to accommodate restriping with the Refined Selected Alternative.

Environmental Consequences Summary

Table 2 summarizes the changes to environmental impacts from the Refined Selected Alternative.

Table 2. Summary of Re-evaluation Environmental Consequences Analysis

Environmental Resource	Changed?		Comments
	Yes	No	
Land Use	X		The Refined Selected Alternative would impact a total of 9.79 acres. Of these 9.79 acres, 1.96 acres are areas of new impact beyond what was previously evaluated in the 2008 ROD's Selected Alternative. The proposed Express Bus park and ride lots at 9000 South and 7800 South were not evaluated as part of the 2008 ROD's Selected Alternative. These parking lots would be consistent with the proposed commercial land uses and zoning identified in the Cities' plans. The Refined Selected Alternative would be consistent with current local land use plans and the current WFRC regional transportation plan. In regards to encouraging more transit-oriented development in the future, the Refined Selected Alternative's Express Bus is likely to be equal or better to the 2008 ROD's Selected Alternative because it provides improved transit service across a broader area.
Farmland		X	No changes identified.
Community Impacts		X	No changes identified.
Environmental Justice		X	No changes identified.
Transportation		X	No changes identified.
Economics		X	No changes identified.

Environmental Resource	Changed?		Comments
	Yes	No	
Joint Development		X	No changes identified.
Pedestrian and Bicyclist Issues		X	No changes identified.
Air Quality		X	No changes identified.
Noise		X	No changes identified.
Water Quality		X	No changes identified.
Ecosystems		X	No changes identified.
Floodplains		X	No changes identified.
Historic, Archaeological, and Paleontological Resources		X	No changes identified.
Hazardous Waste		X	No changes identified.
Visual Resources		X	No changes identified.
Energy		X	No changes identified.
Construction Impacts		X	No changes identified.
Indirect Effects		X	No changes identified.
Cumulative Impacts		X	No changes identified.
Permits, Reviews, and Approvals		X	No changes identified.
Section 4(f) Resources		X	No changes identified.
Sequencing		X	No changes identified.
Project Implementation (Phasing)	X		The type of transit to be implemented for Phase 1 has been changed from BRT in a dedicated right-of-way from 6200 South to 2700 South (2008 ROD's Selected Alternative) to an Express Bus from Old Bingham Highway in West Jordan to downtown Salt Lake City (Refined Selected Alternative). In addition, the Phase 1 implementation for the 2008 ROD's Selected Alternative required UTA to acquire the necessary right-of-way to construct a fixed-guideway transit system along 5600 West from 11800 South to I-80 and along I-80 from 5600 West to the Salt Lake City International Airport. This right-of-way acquisition would not occur with the Refined Selected Alternative.

Public Involvement Efforts

Based on input from UDOT Environmental Services and Region leadership, a 30-day public review and comment period on this Re-evaluation was provided from April 17 to May 16, 2019. This public review included placing the Re-evaluation document on the project website for comment and review, notice in local papers of the Re-evaluation, and notification of parties who previously expressed an interest in the MVC Project.

During the 30-day public review and comment period, UDOT received 26 comments. The comments included support for the Refined Selected Alternative, opposition to transit projects, requests for additional stops on the Refined Selected Alternative's express bus, requests for additional transit improvements or other transit projects, and questions about details about the Refined Selected Alternative's express bus. A copy of the comments received during the public comment period and responses to these comments is provided in Appendix C.

The project team has met with and is continuing to meet with local government staff and officials and other stakeholders to address issues and concerns identified during the design process.

Modification to the 2008 MVC ROD

After the completion of this Re-evaluation process and the public comment period, UDOT intends to revise the MVC ROD dated November 17, 2008. The ROD would be revised to address changes to the 2008 ROD's Selected Alternative and the associated phasing and implementation that are described in this Re-evaluation. UDOT anticipates that the Refined Selected Alternative will be redefined in Section 2.3 (Project Implementation) of the revised ROD as follows:

- **Phase 1 transit implementation**
    - To allow UDOT to proceed to Phase 2 construction of the roadway alternative that was selected in the 2008 ROD (the 5800 West Freeway Alternative), the Refined Selected Alternative was developed in consultation with UTA, Utahns for Better Transportation (UBET), Breathe Utah, and affected Cities. The Revised Selected Alternative modifies Phase 1 of the transit alternative selected in the 2008 ROD (the 5600 West Transit Alternative with Dedicated Right-of-Way Option) as follows:
        - Construction of Express Bus transit service from the Old Bingham Highway TRAX station following 5600 West to downtown Salt Lake City including service to the Salt Lake City International Airport.
        - The service would include queue-jumping, shoulder operation, or other options to improve the efficiency of the bus service.
        - The service would include enhanced stops with associated park-and-ride lots on 5600 West. Enhanced stops along 5600 West would include shelters, benches, lighting, and reader boards for bus arrival times.
        - UDOT would acquire the necessary right-of-way for the service as required for Phase 1 transit to be in revenue operation.
        - UDOT would implement a public involvement program at the start of the service to promote and educate its use.
        - Funding for the service would come from UDOT, UTA, and other available sources.

As defined in the ROD, Phase 2 transit includes extending BRT service in a fixed guideway along 5600 West from 6200 South southbound to 11800 South and from 2700 South northbound to I-80 and continuing along I-80 to the airport, while Phase 3 transit includes implementing a rail transit system along the entire length of 5600 West extending from the airport on the north to Herriman to the south. UDOT does not intend to make changes to the Phase 2 or Phase 3 transit alternatives in the revised MVC ROD. Phase 2 and Phase 3 transit will be evaluated as future MVC transit becomes better defined. The revised MVC ROD will be published in the Federal Register.

Conclusion

The Final EIS and Section 4(f) Evaluation for the MVC has been re-evaluated as required by the FHWA regulations in 23 CFR 771 and 774, FHWA Technical Advisory T6640.8A, and the National Environmental Policy Act.

UDOT has evaluated the expected impacts to the natural and built environment from the Refined Selected Alternative. The expected impacts of the Refined Selected Alternative would include impacts from Phase 1 transit implementation only. Overall, the Refined Selected Alternative would have fewer impacts to the environment than those analyzed in the Final EIS for the 2008 ROD's Selected Alternative because the entire Express Bus route is within the existing road system. The 2008 ROD's Selected Alternative included about 1.5 miles of new facility on a new alignment. No substantial changes would occur to the natural or built environment as a result of the Refined Selected Alternative that would significantly affect the quality of the human and natural environment. Most of the impacts of these changes are less than those previously disclosed in the MVC Final EIS for the 2008 ROD's Selected Alternative and therefore are not individually or cumulatively significant or significantly different from those described in the 2008 Final EIS and ROD.

Per 23 CFR 771.130(a), an EIS shall be supplemented whenever (1) changes to the proposed action would result in significant environmental impacts that were not evaluated in the EIS or (2) new information or circumstances relevant to environmental concerns and bearing on the proposed action or its impacts would result in significant environmental impacts not evaluated in the EIS. UDOT has determined that preparing a supplemental EIS is not necessary since the changes to the proposed action, new information, or new circumstances described in this Re-evaluation do not result in significant environmental impacts that were not evaluated in the EIS.

UDOT Environmental Services requests concurrence that the Re-evaluation has demonstrated that the MVC ROD remains valid and that the proposed resources, impacts, and methodology documented in this environmental Re-evaluation are valid in accordance with 23 CFR 771.129.

Sincerely,

Brandon D. Weston
UDOT Environmental Services Director

Enclosures

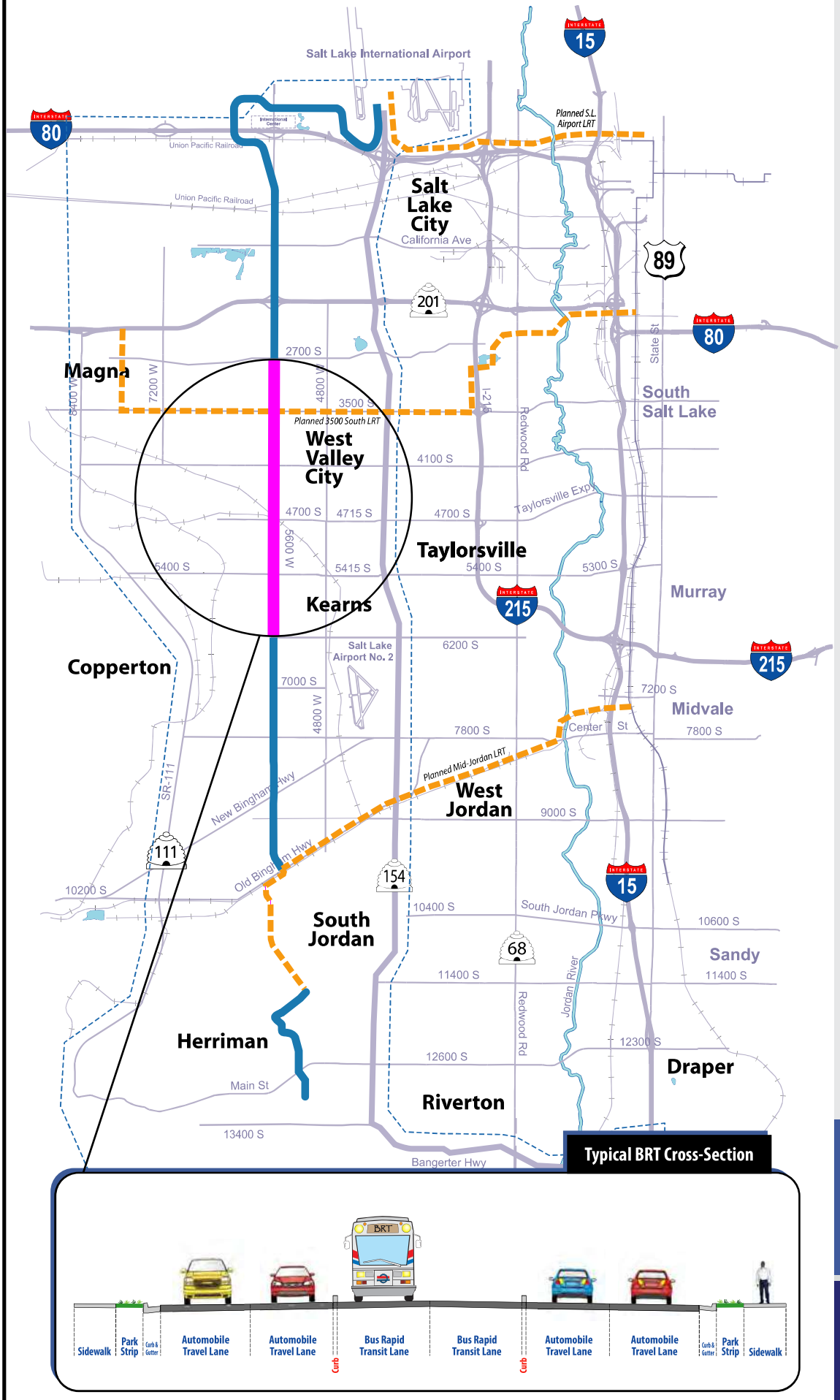
EIS Re-evaluation Approval
UDOT Project Number S-0085(9), MVC; 5600 West Transit Component, Salt Lake County, Utah (PIN 13149).

08/26/2019

Bryan Adams, P.E.
Region Two Director
Utah Department of Transportation

Date

Appendix A



LEGEND:

Transit Implementation
Phase 1 - BRT
(6200 S. to 2700 S.)
From Final EIS 2008

Phase 1 Bus Rapid Transit (BRT)

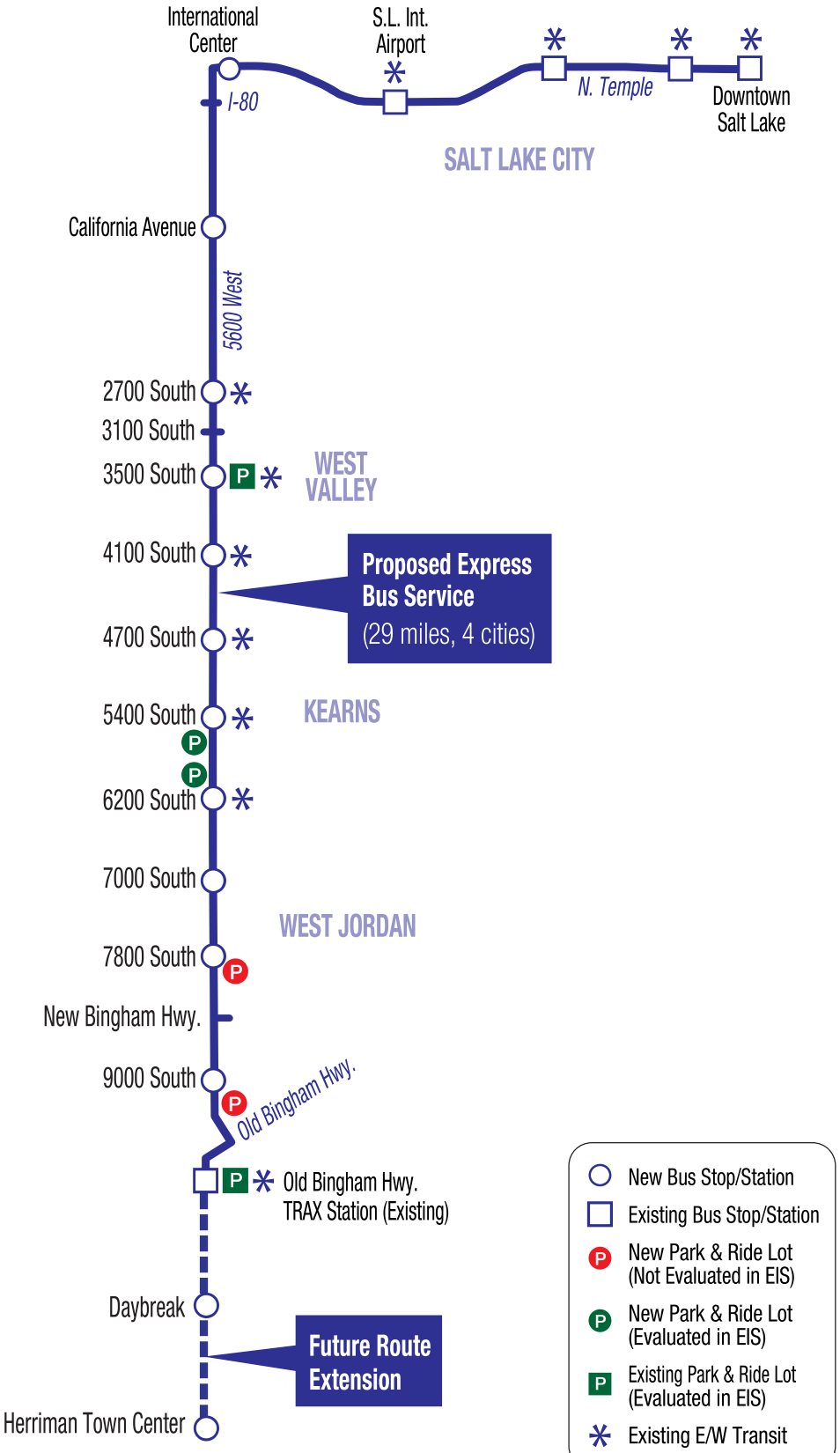
Phase 1 ROW Preservation

UTA Planned Light Rail (LRT) and Park and Ride Lots
(Not part of Mountain View Corridor EIS)

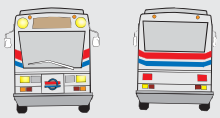
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 1
Transit Implementation
Phase 1 - BRT
(6200 S. to 2700 S.)
From Final EIS 2008

PROPOSED 5600 WEST EXPRESS BUS SERVICE

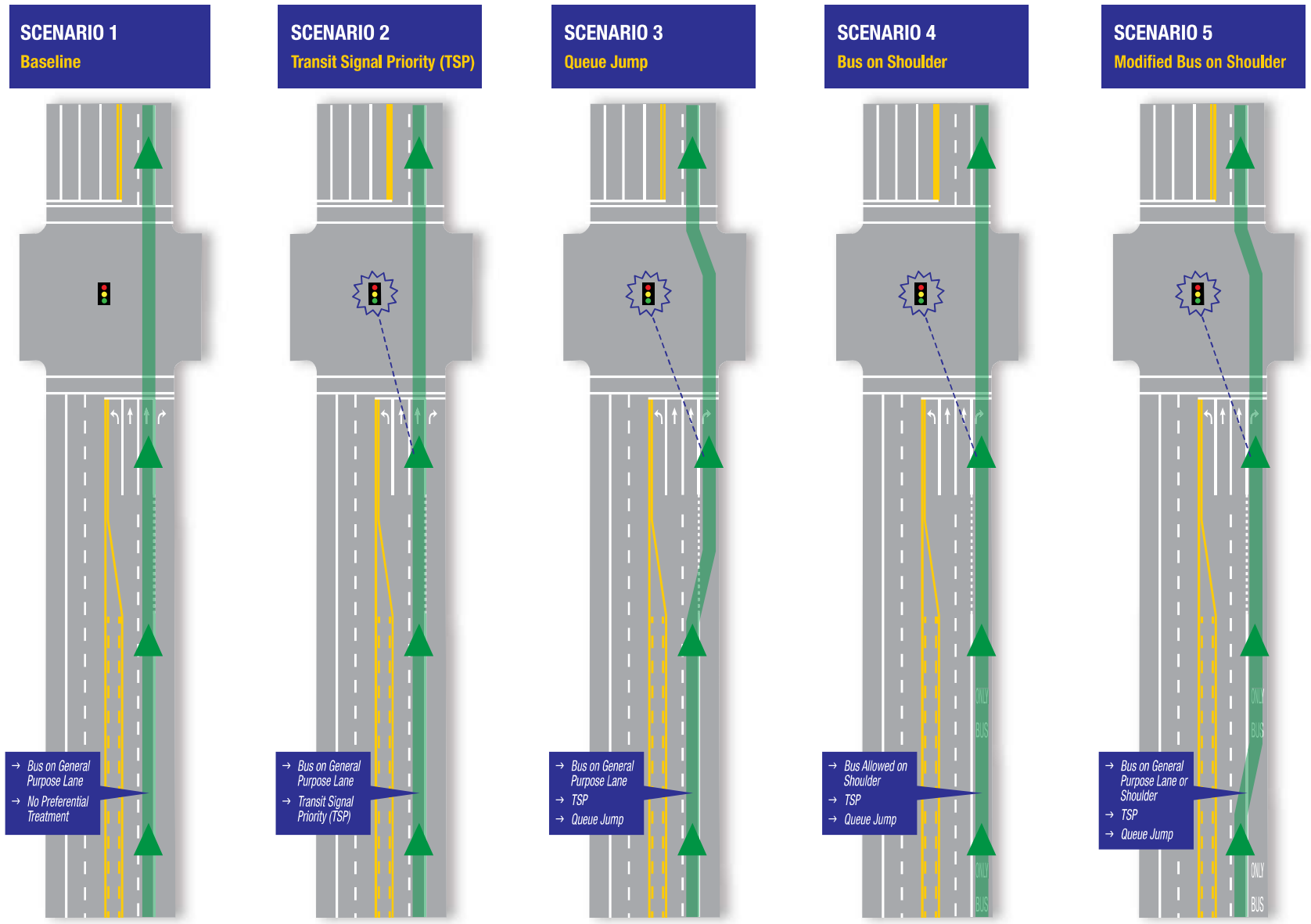


No Scale



PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 2
Proposed 5600 West Express Bus Service

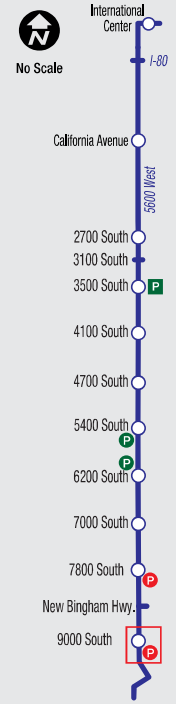


PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 3
Transit Preferential Treatment Scenarios (Peak Direction)



KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

LEGEND:

Park and Ride Lot Location: 5573 West 9000 South

Bus Shelter (56' x 10')

Express Bus (40' x 8')

New Park and Ride Lot

Scale in Feet

0 100 200

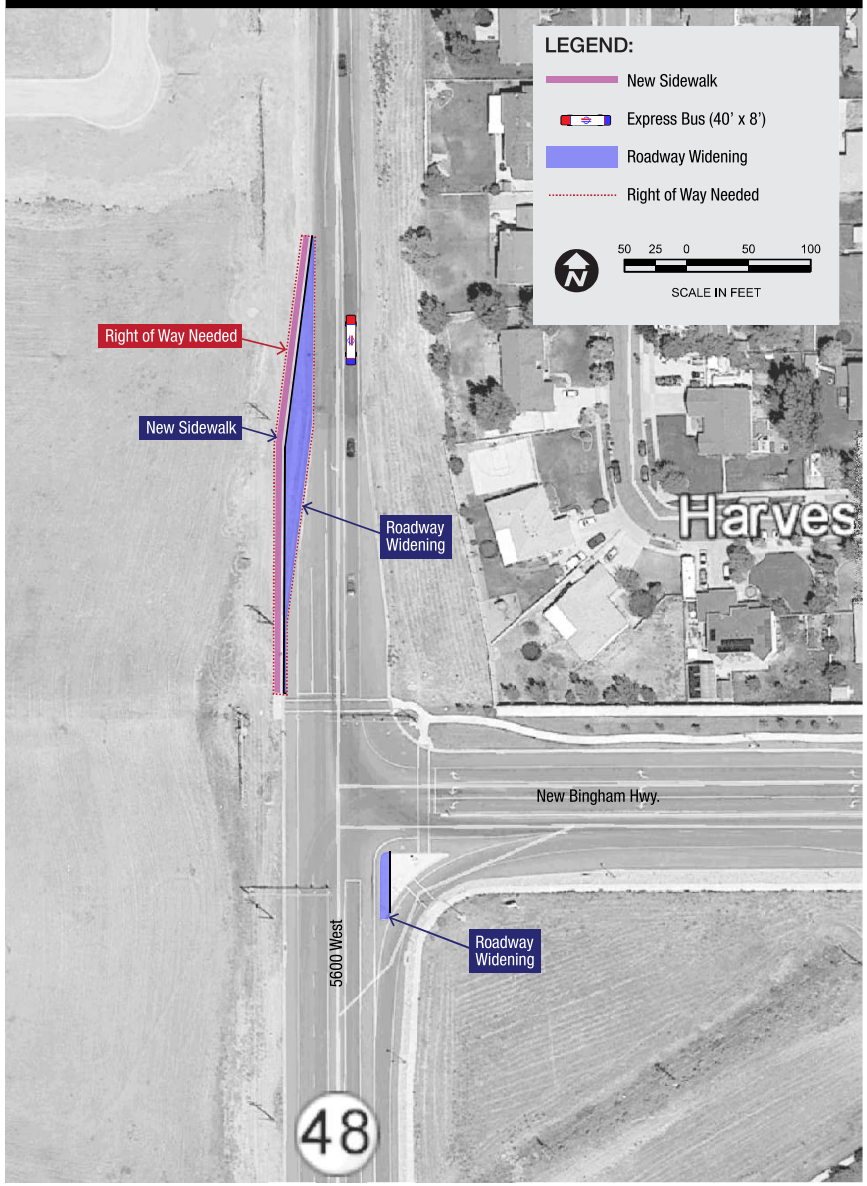
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 4
9000 South &
5600 West

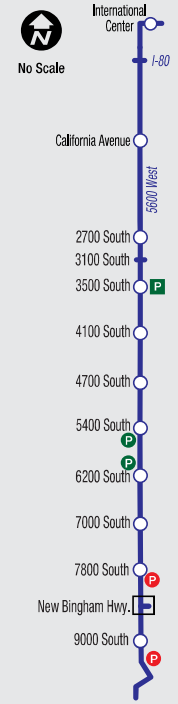
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

PIN 13149
Mountain View Corridor; 5600 West Transit Re-evaluation
March 2019

FIGURE 5
New Bingham Hwy & 5600 West



LEGEND:

Park and Ride Lot Location: 5524 W. Ranches Loop Road

Bus Shelter (56' x 10')

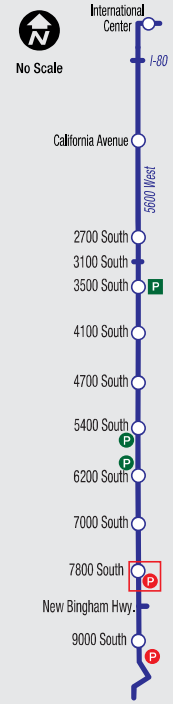
Express Bus (40' x 8')

P New Park and Ride Lot

Scale in Feet

0 100 200

KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

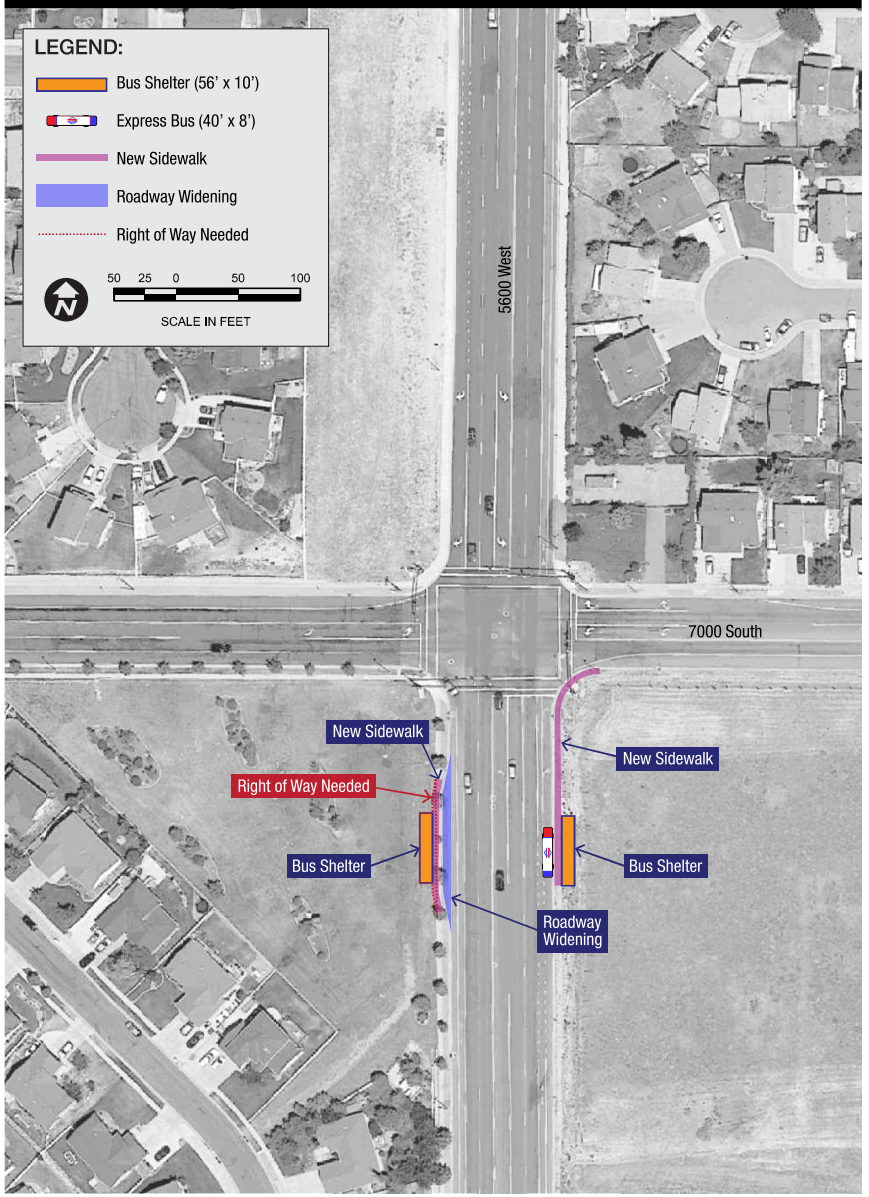
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 6
7800 South &
5600 West

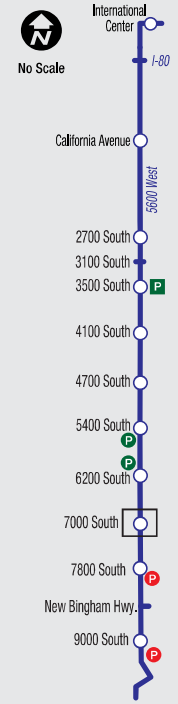
RIGHT OF WAY NEEDED



FACILITY DESIGN



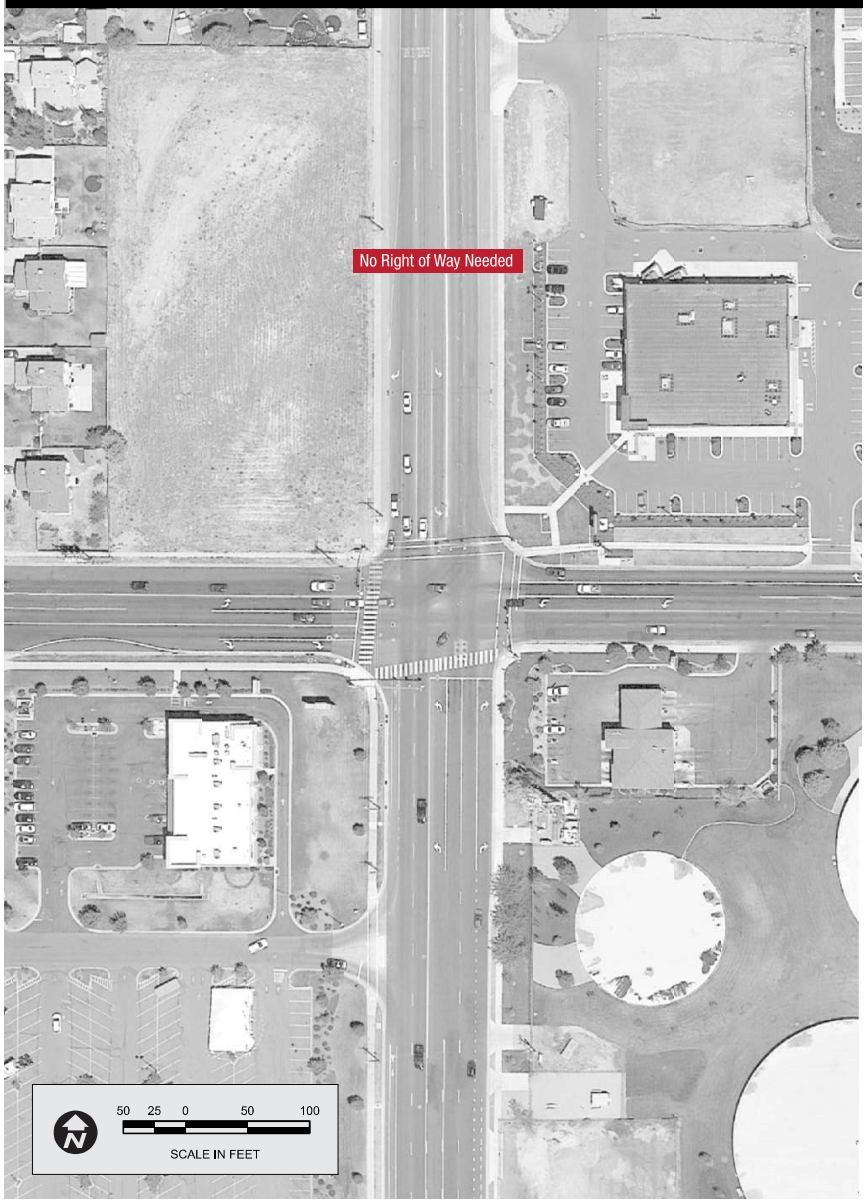
KEY MAP:



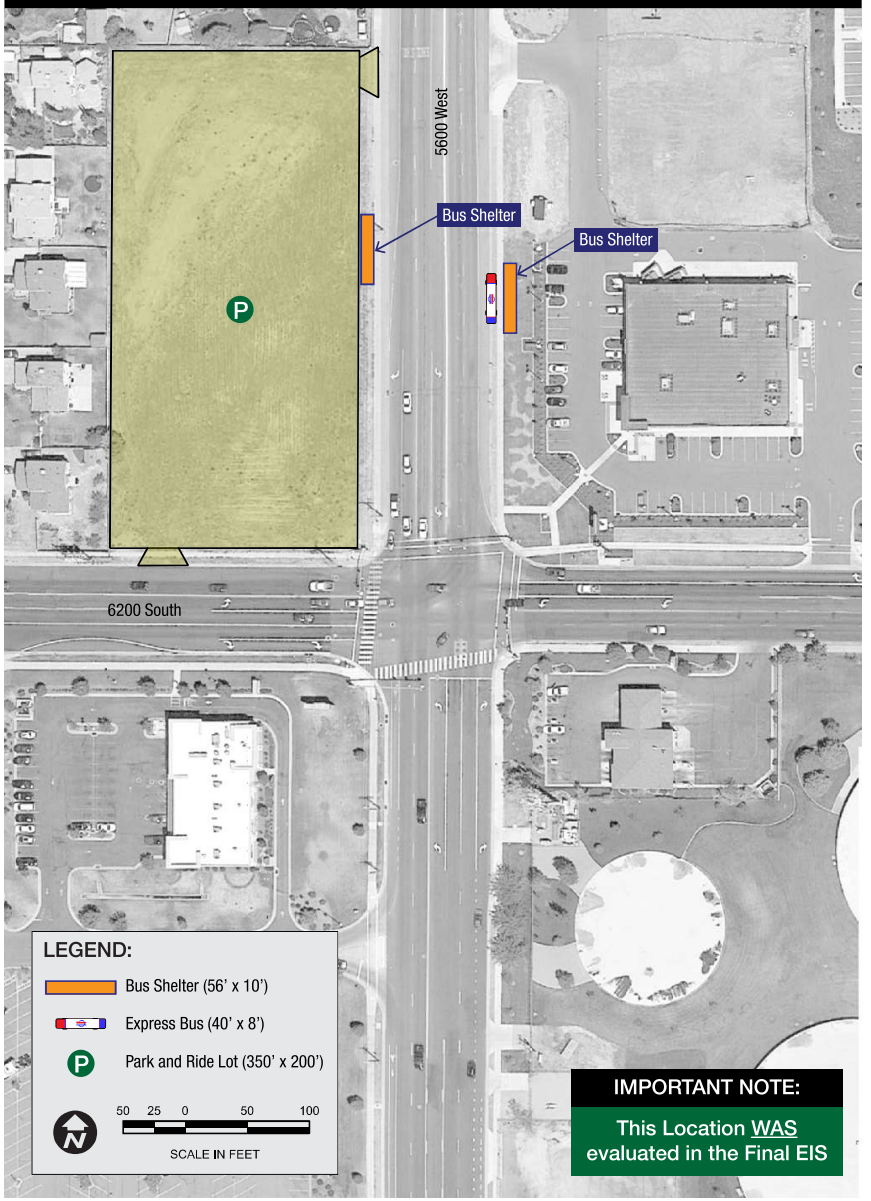
PIN 13149
Mountain View Corridor; 5600 West Transit Re-evaluation
March 2019

FIGURE 7
7000 South & 5600 West

RIGHT OF WAY NEEDED



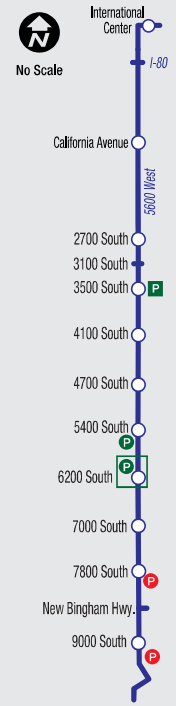
FACILITY DESIGN



IMPORTANT NOTE:

This Location WAS evaluated in the Final EIS

KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 8
6200 South &
5600 West

RIGHT OF WAY NEEDED



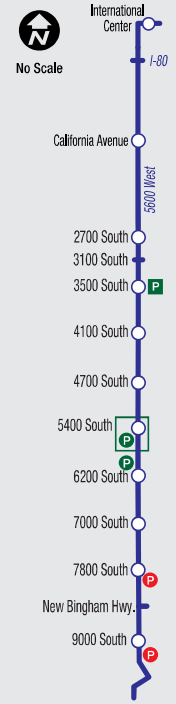
FACILITY DESIGN



IMPORTANT NOTE:

This Location WAS evaluated in the Final EIS

KEY MAP:

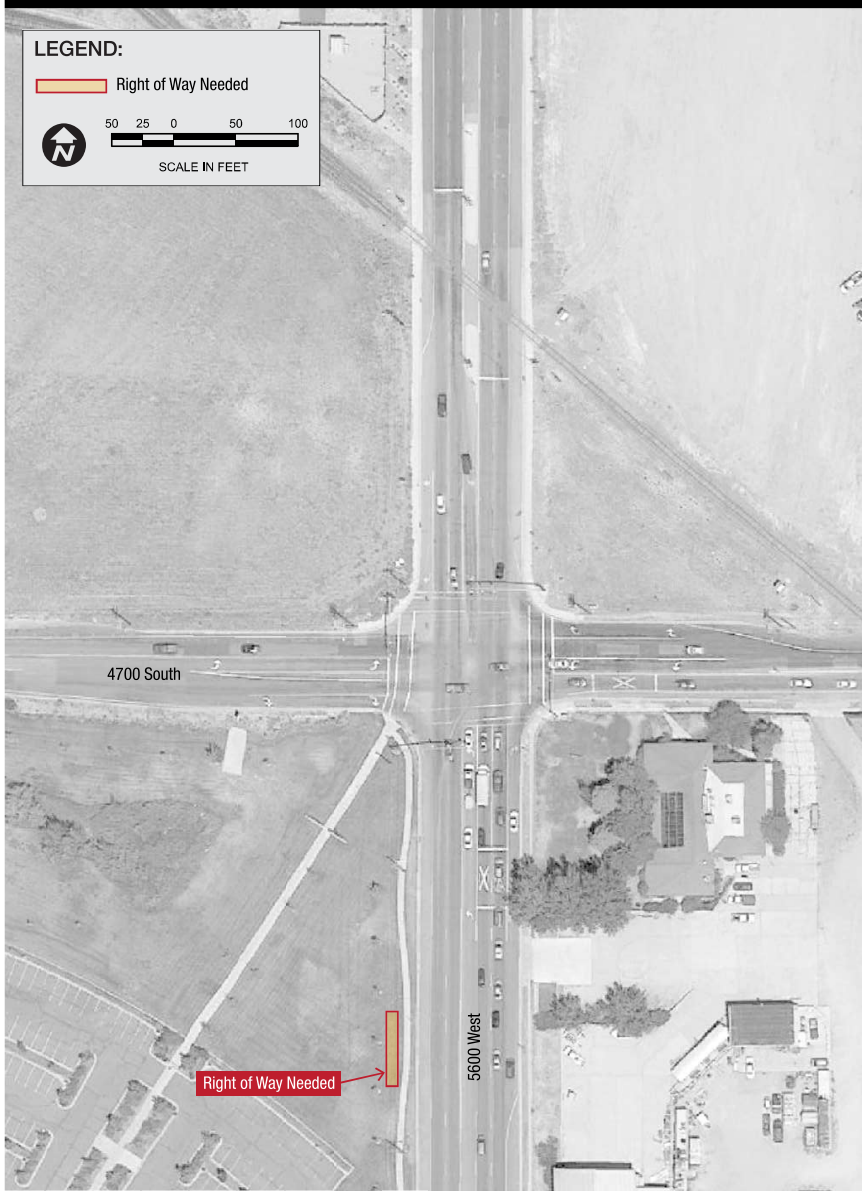


- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

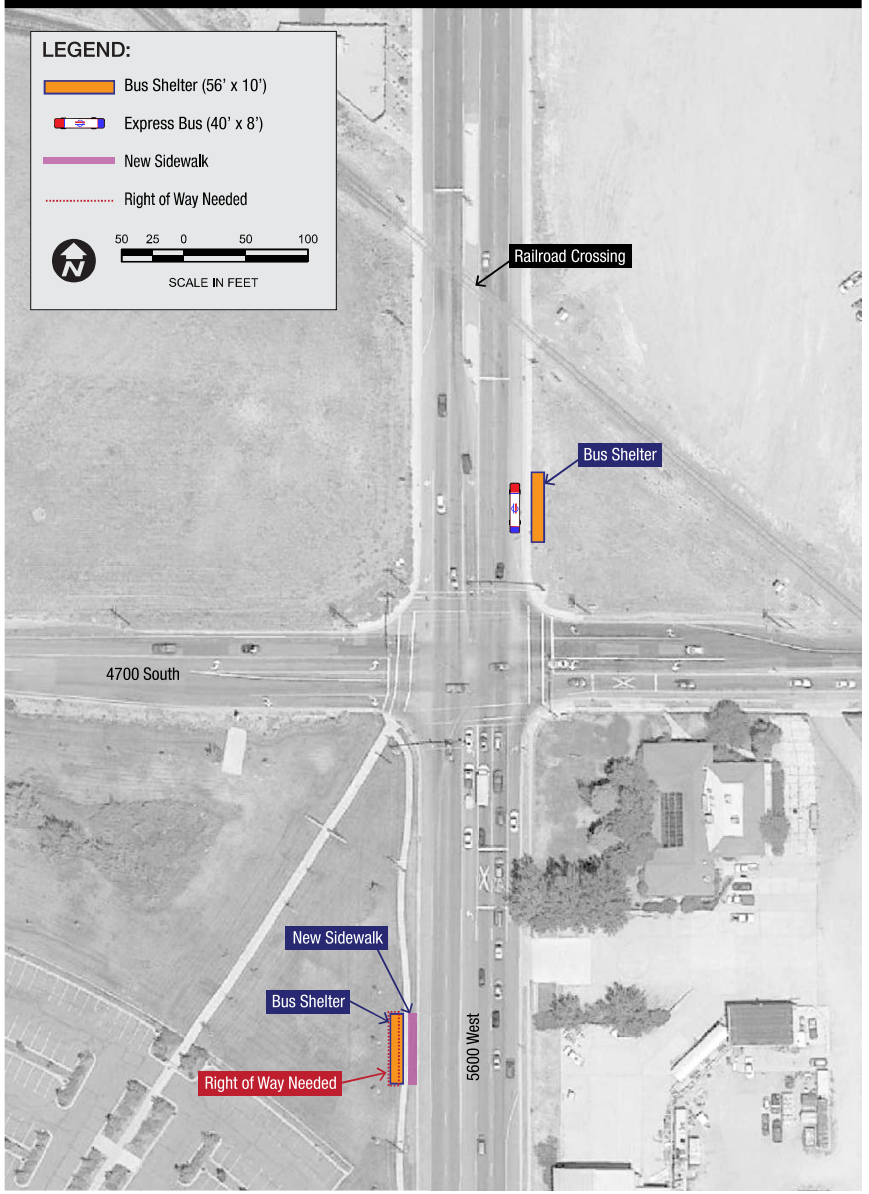
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 9
5400 South &
5600 West

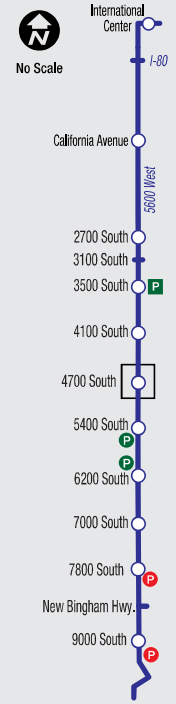
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

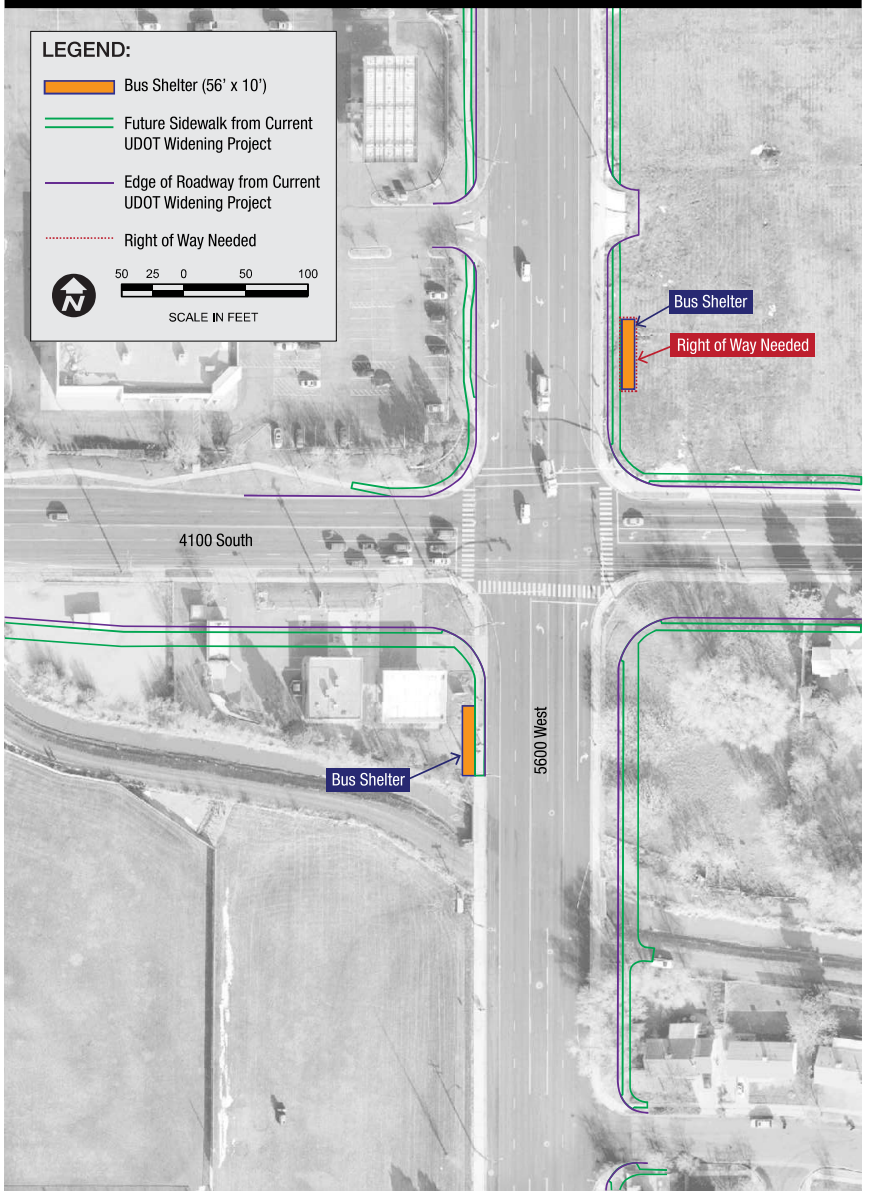
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 10
4700 South &
5600 West

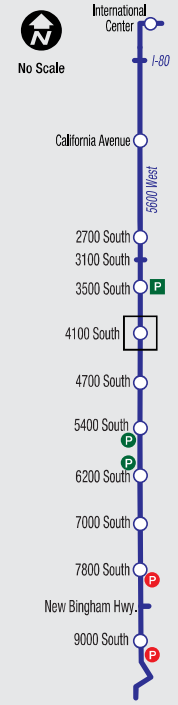
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:

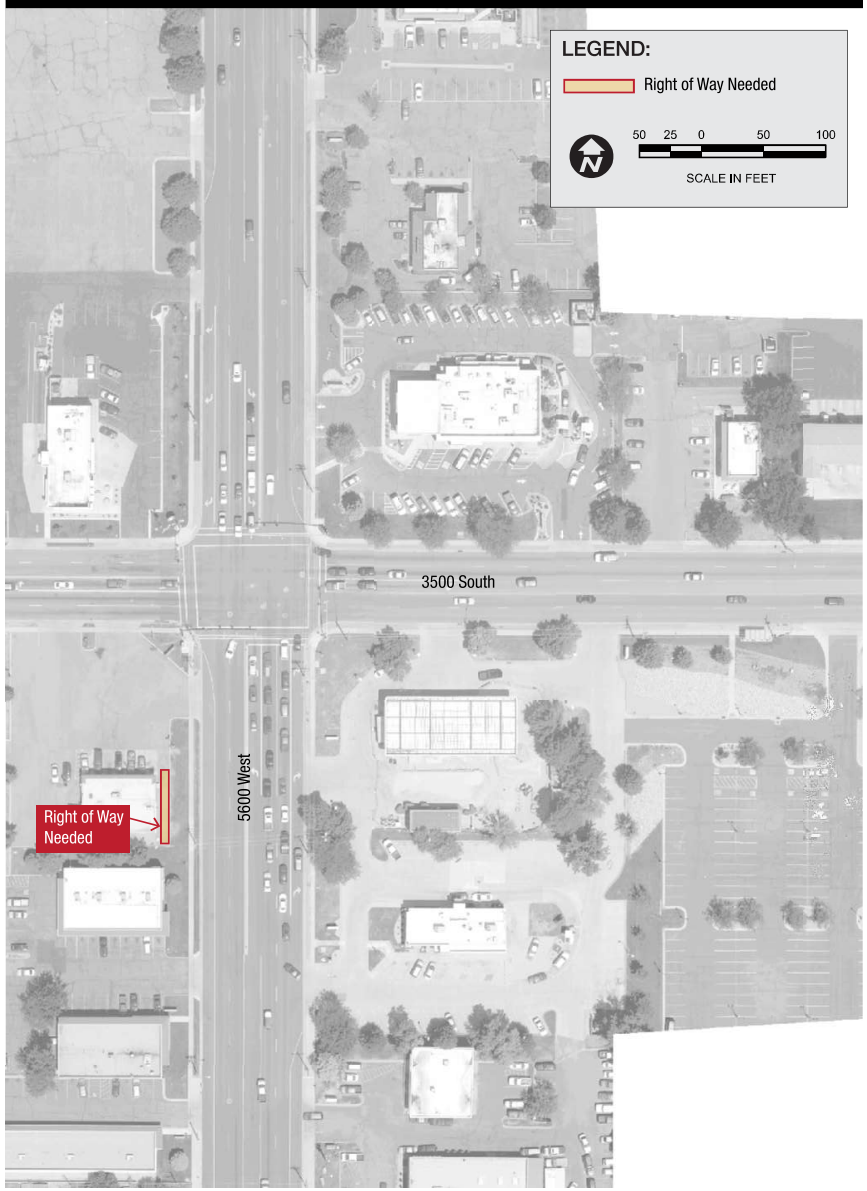


- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

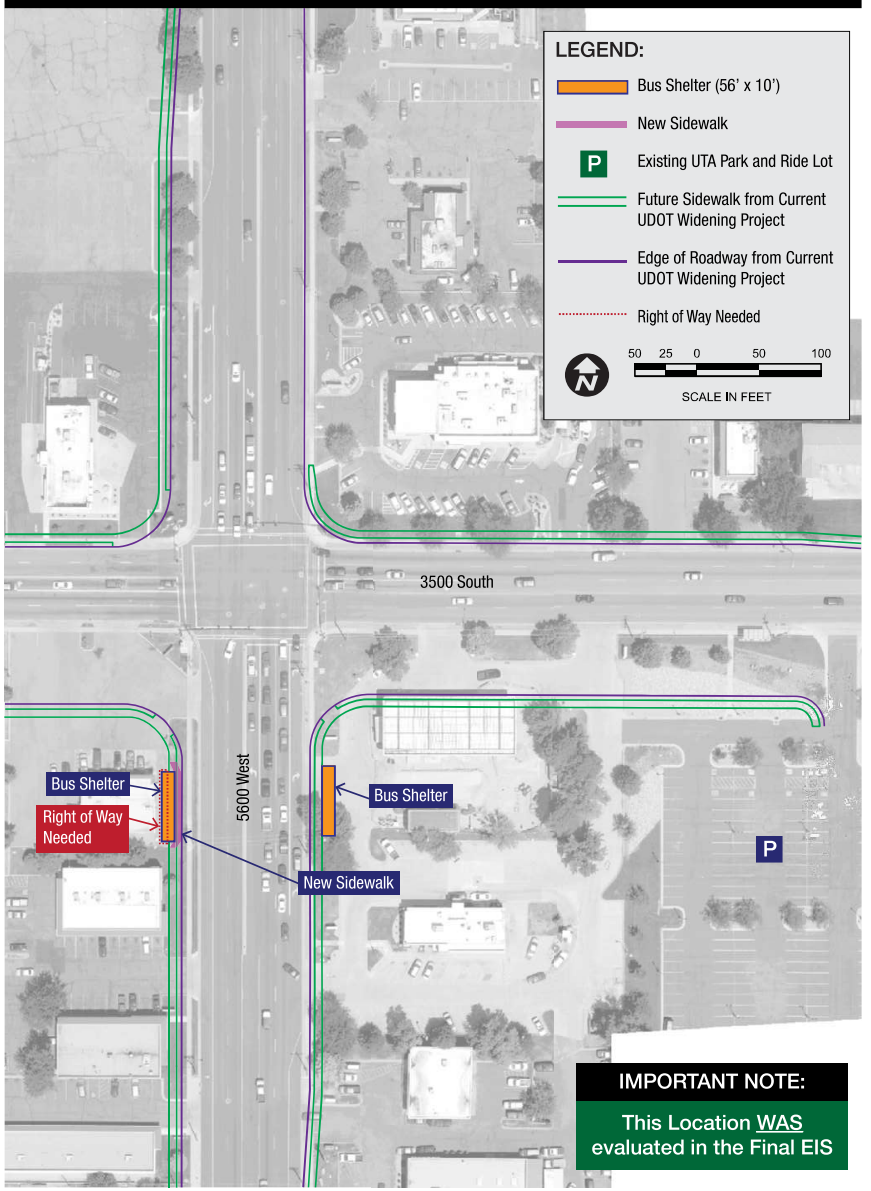
PIN 13149
Mountain View Corridor; 5600 West Transit Re-evaluation
March 2019

FIGURE 11
4100 South & 5600 West

RIGHT OF WAY NEEDED



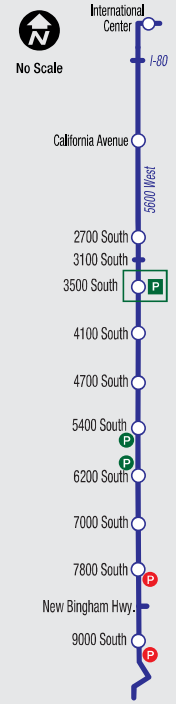
FACILITY DESIGN



IMPORTANT NOTE:

This Location WAS evaluated in the Final EIS

KEY MAP:

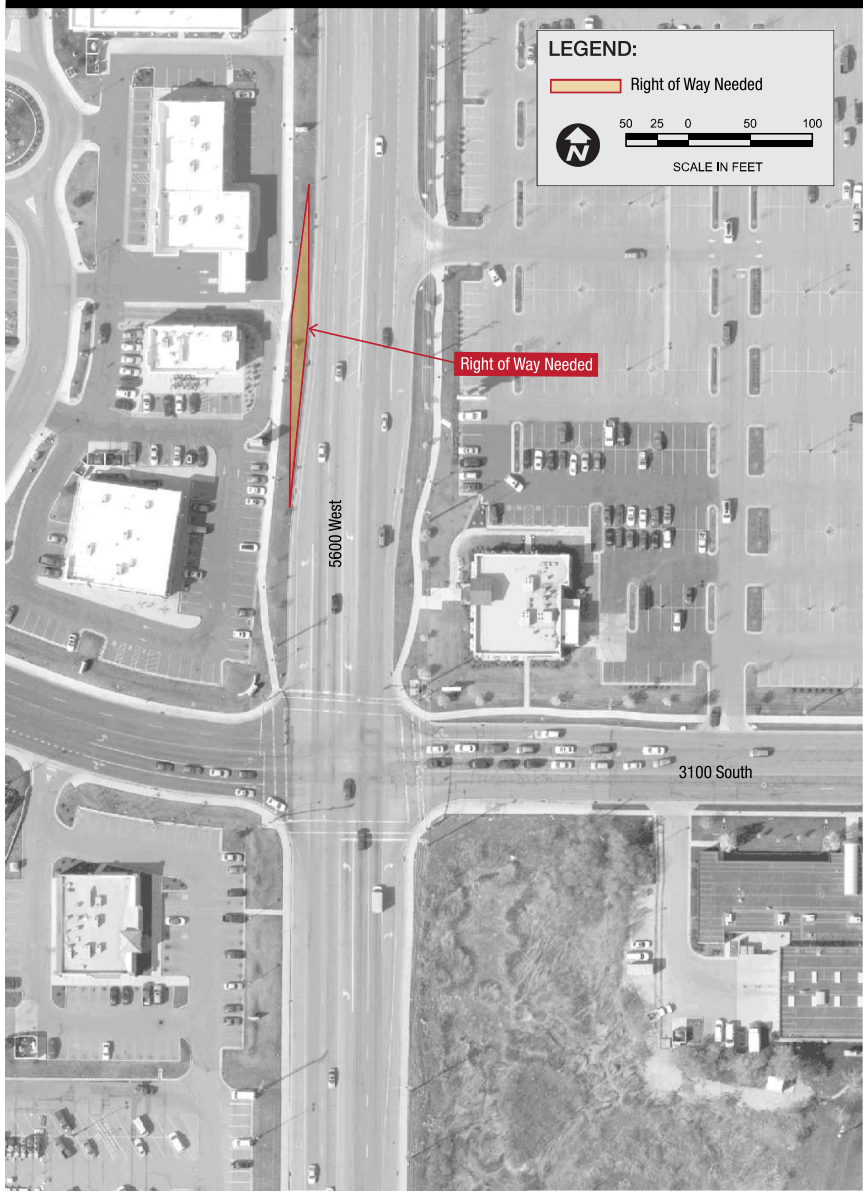


- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

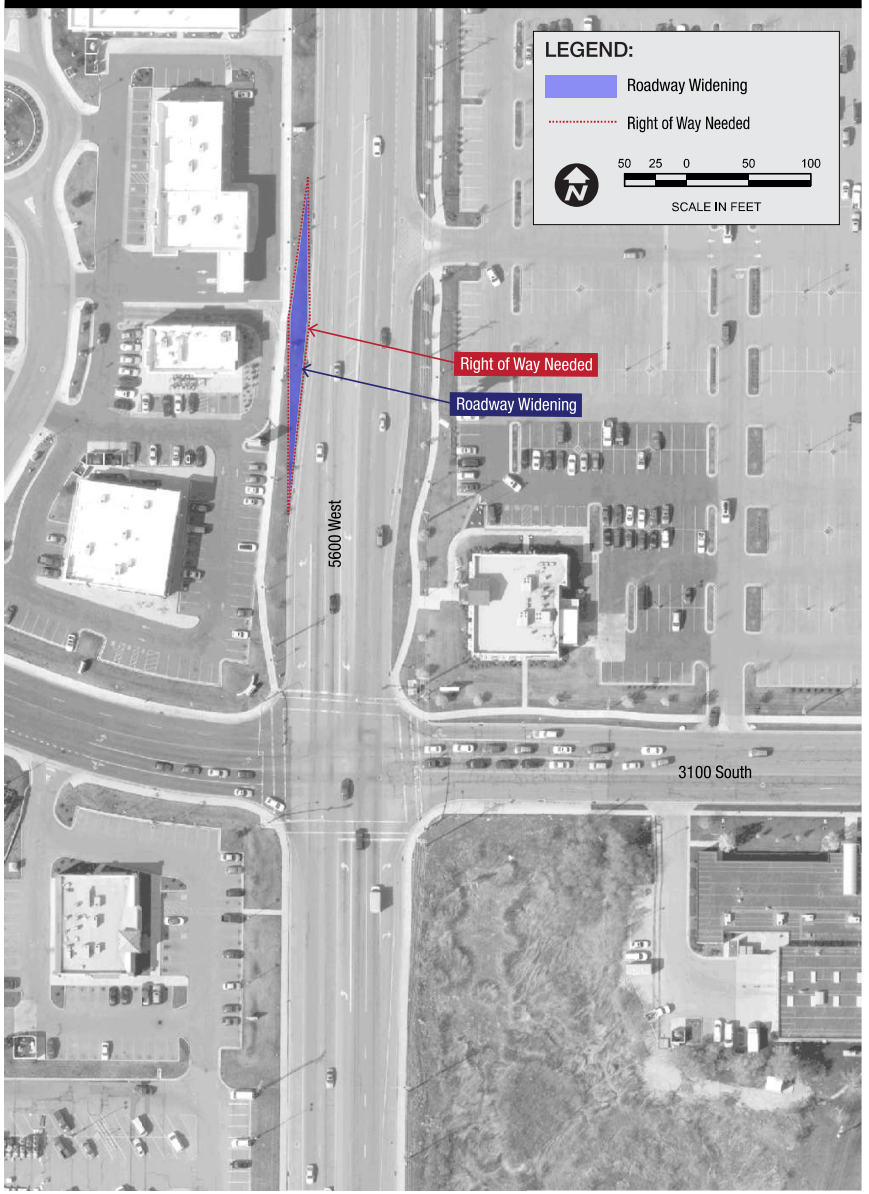
PIN 13149
Mountain View Corridor; 5600 West Transit Re-evaluation
March 2019

FIGURE 12
3500 South & 5600 West

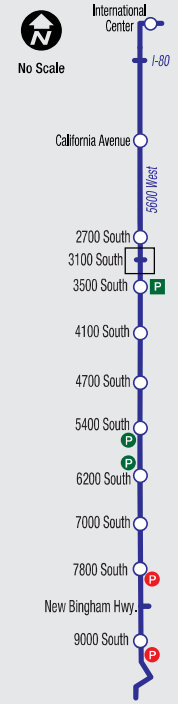
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:

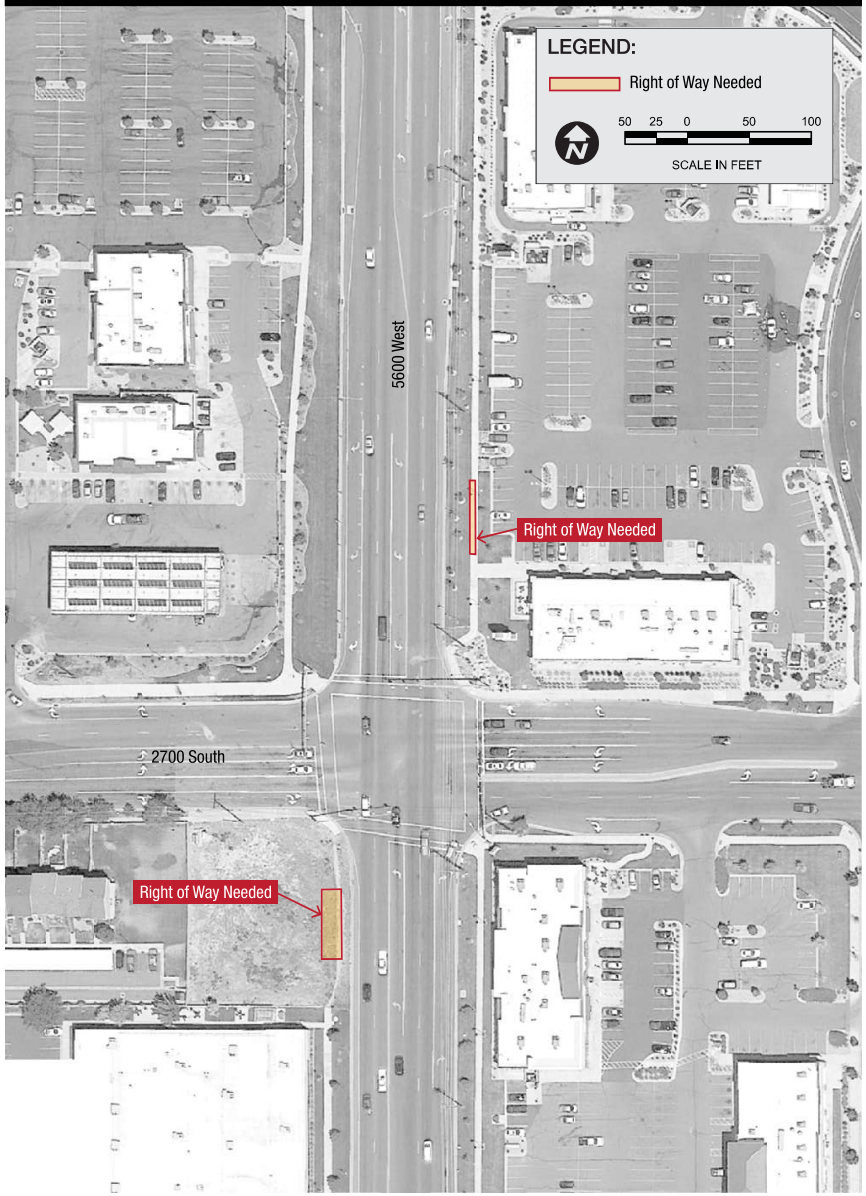


- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

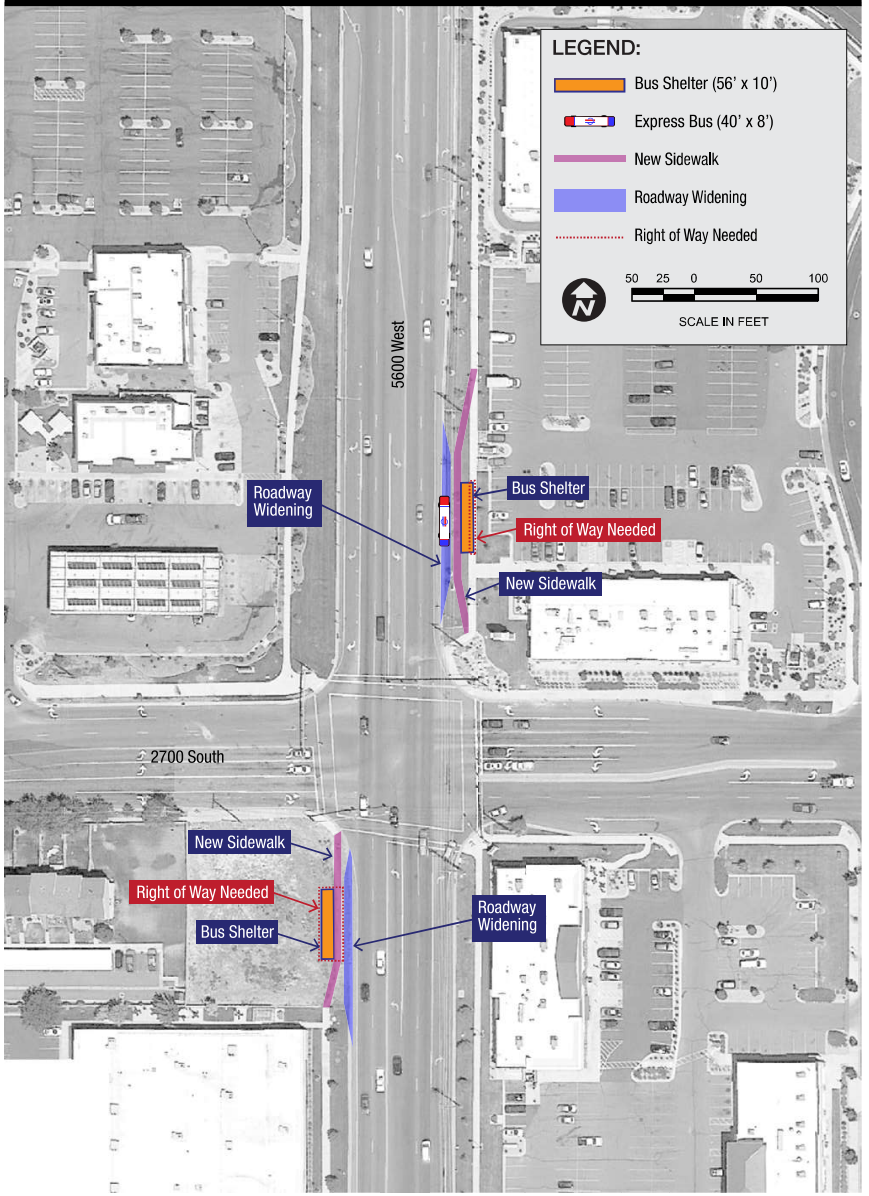
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 13
3100 South &
5600 West

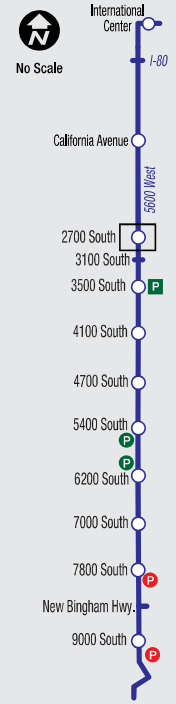
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

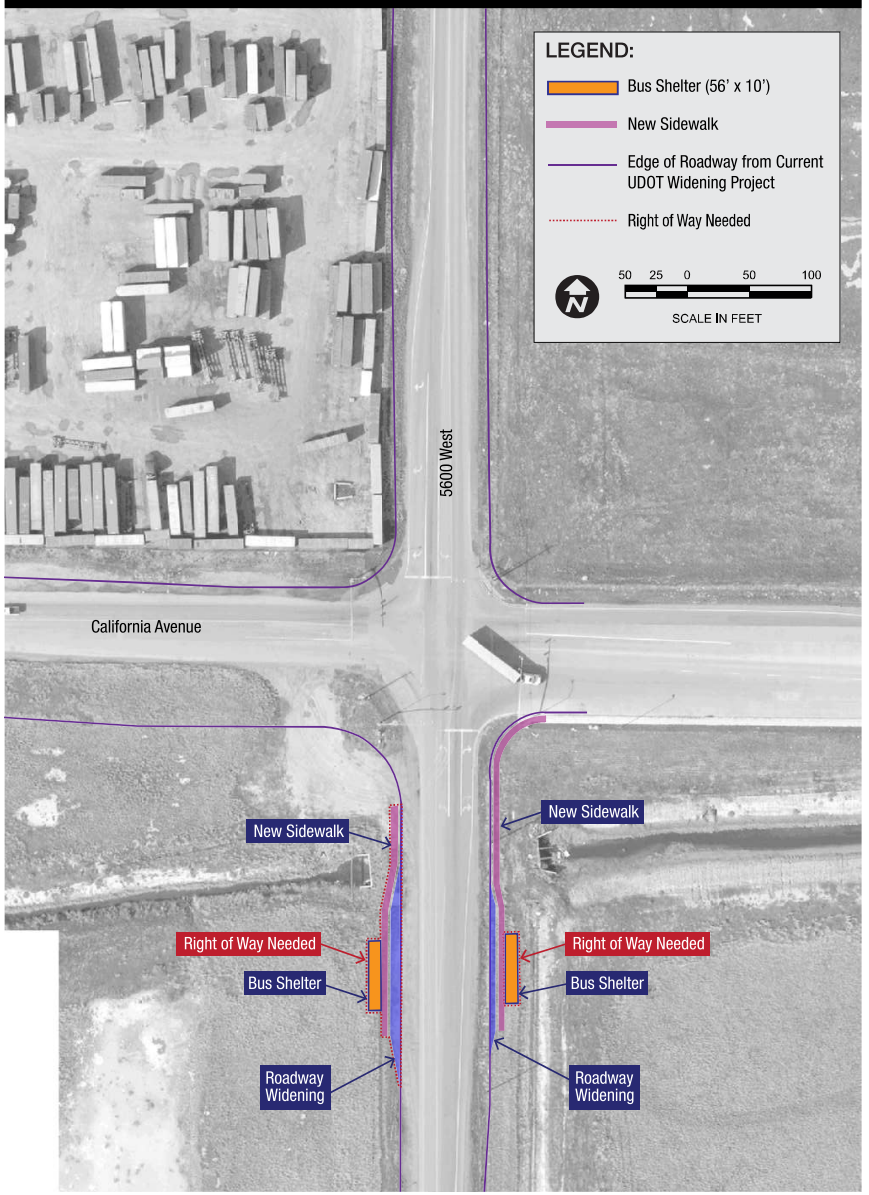
PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 14
2700 South &
5600 West

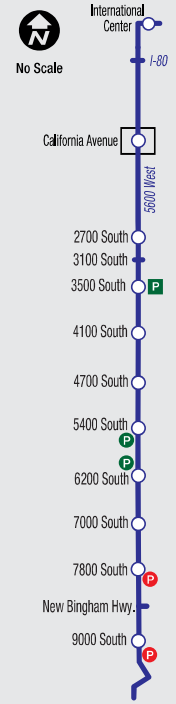
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:

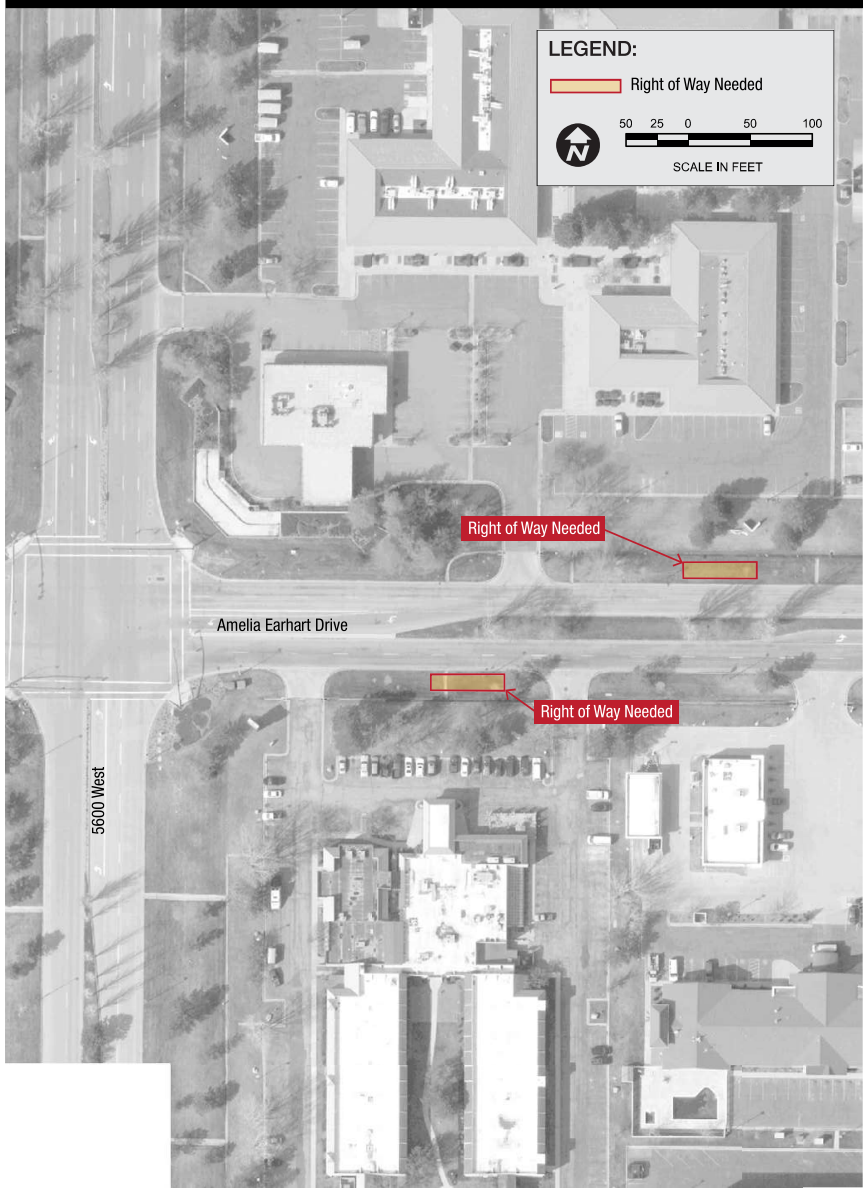


- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

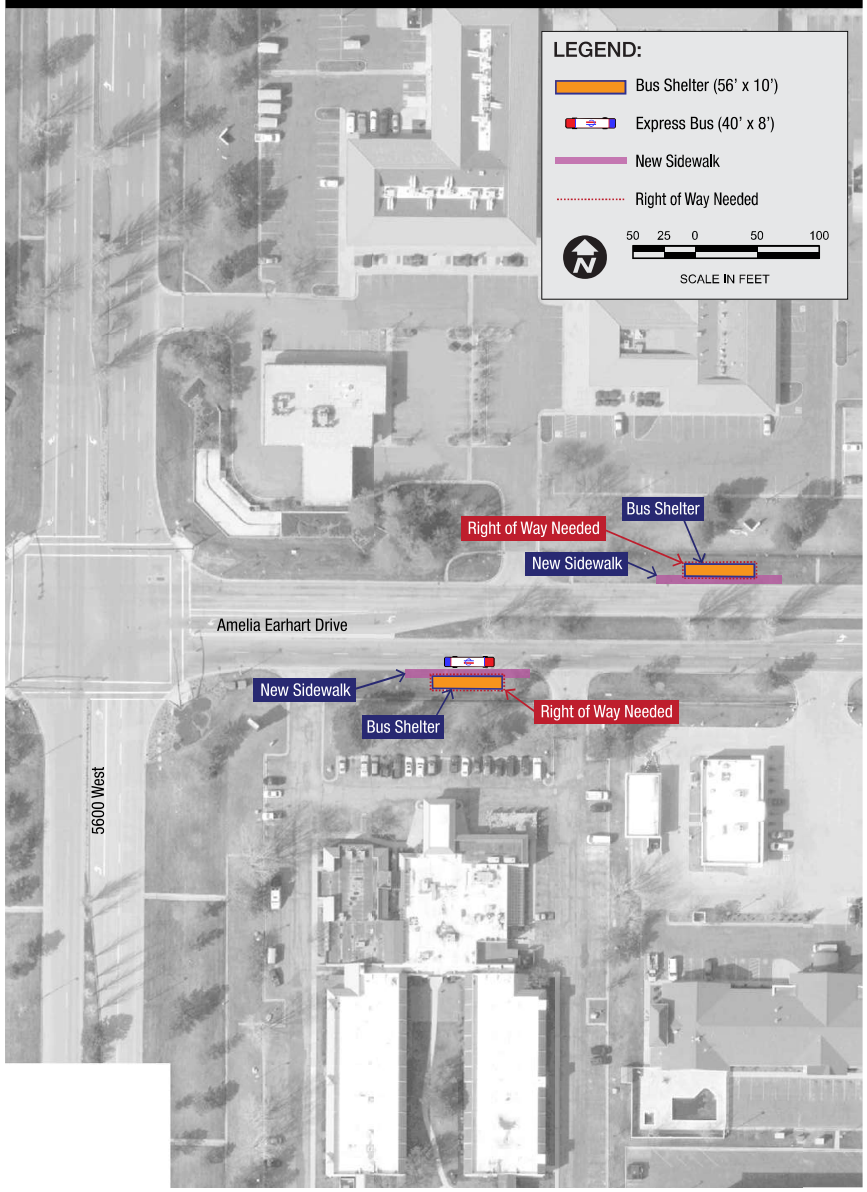
PIN 13149
Mountain View Corridor; 5600 West Transit Re-evaluation
March 2019

FIGURE 15
California Avenue & 5600 West

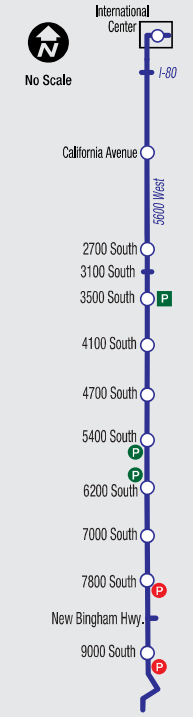
RIGHT OF WAY NEEDED



FACILITY DESIGN



KEY MAP:



- New Bus Stop/Station
- New Park & Ride Lot (Not Evaluated in EIS)
- New Park & Ride Lot (Evaluated in EIS)
- Existing Park & Ride Lot (Evaluated in EIS)

PIN 13149
Mountain View Corridor;
5600 West Transit
Re-evaluation
March 2019

FIGURE 16
Amelia Earhart Drive
& 5600 West

Appendix B

Cultural and Paleo Clearance with Tier 1 Screening Form

Federally funded projects classified as delegated categorical exclusions are processed in accordance with Stipulation II, Part A and Appendix A of the Memorandum of Understanding, State Assumption of Responsibility for Categorical Exclusions (23 USC §326), by which the UDOT assumes responsibility, assigned by the FHWA, for ensuring compliance with Section 106 of the NHPA and with Section 4(f).

Pursuant to the Third Amended Programmatic Agreement among the FHWA, the Utah SHPO, the ACHP, the USACE Sacramento District, and the UDOT Regarding Section 106 Implementation for Federal-Aid Transportation Projects in the State of Utah, UDOT has taken into account the effects of this undertaking on historic properties and has determined that the finding of effect is No Historic Properties Affected.

Pursuant to the Memorandum of Understanding between the UDOT and the Utah Geological Survey Concerning Agency Responsibilities Pursuant to U.C.A. 79-3-508, the UDOT has taken into account the effects of this undertaking on paleontological resources. If applicable, consultation letter from UGS is included in the environmental document.

PROJECT: PIN 13149—S-0085(9); SR-85, MVC; 7800 South Park & Ride Lot, West Jordan, Salt Lake County

DATE: February 28, 2019
PREPARER: Jonathan Dugmore, M.A.A.; Region 2 Archaeologist
CONTACT: 385-414-2066, jdugmore@utah.gov

PROJECT STIPULATIONS

1) Clearance is contingent upon the contractor adhering to the proposed scope of work and remaining within cleared areas. **Notify Region Environmental of any scope changes.**
2) *UDOT Standard Specification 01355 Part 3.7, Environmental Clearances by Contractor*
3) *UDOT Standard Specification 01355 Part 3.8, Discovery of Historical Archaeological, or Paleontological Objects, Features, Sites or Human Remains*. **Notify Region Environmental immediately of any discoveries during construction.**

PROJECT DESCRIPTION

The 2008 ROD signed by FHWA was conditioned upon UDOT's compliance with the phased approach to implementing the project as described in Chapter 36, Project Implementation (Phasing), of the Final EIS. The ROD authorized UDOT to proceed with construction of Phases 1 and 2 of the roadway as well as right-of-way acquisition and design for all three phases of the MVC Project as long as the conditions of the phasing were met. The ROD did not authorize construction of Phase 3 of the roadway.

The purpose of this Re-evaluation is to address changes to the project phasing. Specifically, the Re-evaluation evaluates changes to Phase 1 transit implementation of the transit alternative that was selected in the 2008 ROD (the 5600 West Transit Alternative with Dedicated Right-of-Way Option). Phases 2 and 3 transit and project implementation will be addressed after the Phase 1 elements are fully implemented and are not part of this Re-evaluation.

SCREENING PROCESS

Screened undertakings have the potential to affect historic properties, but have been determined by UDOT to require no further review or consultation under the Agreements. Screening may include any the following tasks and should be appropriate to the complexity, scale, and location of the undertaking. Documentation of the screening will be included in the project files, quarterly report submitted to SHPO, and environmental document.

Antiquities Project Number: U19HY0069

Literature Review

- ☐ Class I literature search (date completed and by whom):
- ☒ Records review (i.e. UDSH, UDOT, BLM, etc.): Preservation Pro
- ☐ Project plans
- ☐ As-built project plans
- ☐ Aerial photographs:
- ☐ Historic Maps:
- ☐ Topographic Maps:
- ☐ ROW/Ownership/Parcel Data:
- ☐ Other:

Description of search results: The search was confined to the project APE which consists of the southeast quadrant of the intersection of 5600 West and 7800 South in Salt Lake County. The search was conducted by Sheri Ellis of Certus Environmental Solutions. No cultural properties have been identified within the project area at this time.

Field Review

- ☒ Pedestrian survey (Class III) (survey interval): 15 meter
- ☐ Field review other than Class III (reconnaissance, windshield, etc.):
- ☐ Other:
- ☐ None

Description of survey results (If no field survey was conducted, explain why not):
Survey for this project was conducted by Sheri Ellis of Certus Environmental Solutions. No cultural properties were identified during the survey.

Supporting Documentation

Reports and/or forms generated from any cultural resource inventories shall be submitted quarterly to the Utah Division of State History (UDSH) for filing.

Title of report: *A Cultural Resource Assessment for the Mountain View Corridor 7800 South Park and Ride Lot, West Jordan, Salt Lake County, Utah.*

Consultation

- ☐ Utah SHPO (including APE consultation):
- ☐ Certified Local Government (CLG):
- ☐ Tribes:
- ☐ State/Federal Agencies:
- ☐ Knowledgeable Informants:
- ☐ Other:
- ☒ None:

Description of consultation efforts (If no consultation was done, explain why not):

Native American consultation was previously initiated as part of the previously completed EIS for the project area. As the re-evaluation only includes locations previously cleared under the EIS, consultation was not re-submitted. Originally, letters were sent to the Shoshone-Bannock Tribes, Paiute Indian Tribe of Utah, Northwestern Band of Shoshone Nation, Uintah and Ouray Ute Tribes, and the Skull Valley Band of Goshute Indians (sent May 25, 2003). In addition, notification was also sent to those tribes with whom UDOT has Section 106 Programmatic Agreements: the Confederated Tribes of the Goshute Reservation (sent May 25, 2003).

☐ Controversy based on historic preservation issues? If yes, consultation with SHPO and UDOT Central Environmental is required. Additional consultation with FHWA may be required.

Finding of Effect

The undertaking will result in the following finding of effect:

- ☒ No Historic Properties Affected: no cultural resources present
- ☐ No Historic Properties Affected: cultural resources present but none eligible
- ☐ No Historic Properties Affected: historic properties present, but are completely avoided by the undertaking and the potential for substantial indirect effects is very low

Description of impacts:
As no cultural resources are present in the APE, the UDOT has determined that this project will result in No Historic Properties Affected

COVER PAGE

Must Accompany All Project Reports Submitted to the Utah SHPO

Utah Division of State History

Report Title: *A Cultural Resource Assessment for the Mountain View Corridor 7800 South Park and Ride Lot, West Jordan, Salt Lake County, Utah*

UDSH Project Number: U19HY0069
Report Date: February 27, 2019
Report Author(s): Sheri Murray Ellis
Record Search Date(s): September 14, 2018
Intensive Acres Surveyed (<15m intervals): 2.9 ac.
USGS 7.5' Series Map Reference(s): Copperton, UT

Org. Project Number: HDR11
County(ies): Salt Lake
Principal Investigator: Sheri Murray Ellis
Field Supervisor(s): Sheri Murray Ellis
Recon Acres Surveyed (<15m intervals): 0 ac.

Sites Reported	Count	Smithsonian Trinomials
Revisits (no updated site forms)	0	
Updates (updated site forms attached)	0	
New recordings (site forms attached)	0	
Total Count of Archaeological Sites in APE	0	
Historic Structures (structures forms Attached)	0	
Total National Register Eligible Sites	0	

*Please list all site numbers per category. Number strings are acceptable (e.g. "42TO1-13; 42TO15"). Cells should expand to accommodate extensive lists.

Checklist of Required Items for Submittal to SHPO

- ☒ "Born Digital" Report in a PDF/A format
  - ☒ SHPO Cover Sheet
  - ☒ File Name is the UDSH Project Number with no hyphens or landowner suffixes
- ☐ "Born Digital" Site forms in PDF/A format
  - ☐ UASF with embedded maps and photos
  - ☐ File name is Smithsonian Trinomial without leading zeros (e.g. 42TO13 not 42TO00013)
  - ☐ Photo requirements (including size and quality)
- ☐ Archaeological Site Tabular Data
  - ☐ Single spreadsheet for each project
  - ☐ Follows UTSHPO template (info here: https://goo.gl/7SLMqj)
- ☒ GIS data
  - ☒ Zipped polygon shapefile or geodatabase of survey (if different from APE) or other activity area with required field names and variable intensity denoted
  - ☐ Zipped polygon shapefile or geodatabase of site boundaries with a the required field name

Cultural Resources Survey Report

ADMINISTRATIVE INFORMATION

Project Name: A Cultural Resource Assessment for the Mountain View Corridor 7800 South Park-and-Ride Lot, West Jordan, Salt Lake County, Utah		**Date of Report:** February 27, 2019
Project Sponsor: UDOT	**Division of State History Project #:** U19HY0069	
Lead Agency for Section 106: UDOT (as delegated by FHWA)	**UDOT Project #:** S-0085(9); PIN 13149	**Certus Project #:** HDR11
Author(s): Sheri Murray Ellis	Certus Environmental Solutions, LLC 655 7th Avenue Salt Lake City, UT 84103 (801) 230-7260	

Type(s) of Survey:

[X] Intensive **[ ] Reconnaissance** **[ ] Not Applicable**
[ ] Other (describe):

Methods: Certus employed standard intensive-level archaeological survey techniques using transects spaced no more than 15 meters (50 feet) apart. No historical buildings or structures are located in the survey parcel. As such, no inventory for said resources was conducted.

Description of the Undertaking: Implementation of the transit option design for the transit system associated with the Mountain View Corridor (MVC) in Salt Lake County would require use of lands not previously evaluated as part of environmental studies associated with the project. These lands would be used for a park-and-ride lot. Construction of the lot would require ground disturbance related to parking facilities, utilities, drainage, and other associated appurtenances. It would also require acquisition of new right-of-way/property and temporary or permanent easements.

Describe the Project Area, Area of Potential Effects, and Survey Area: The project area is located in the southeast quadrant of the intersection of 5600 West and 7800 South in the southwestern part of the Salt Lake Valley (see **Figures 1–3**, attached). The survey area consists of a roughly triangular shaped parcel encompassing approximately 2.9 acres. It is located in Township 2 South, Range 2 West, Section 36 of the Salt Lake Base and Meridian (see **Figure 2,** attached). This area is found on USGS 7.5 minute topographic quadrangle Copperton, Utah (see **Figure 2,** attached). County Recorder data currently lists private parties as the owners of the land on which the undertaking addressed herein would occur. The area of potential effects (APE) for the proposed transit improvements is expected to be entirely contained within the survey parcel.

Project Setting: The project area is located in the southwestern part of the Salt Lake Valley along 5600 West and 7800 South—major north-south and east-west corridors respectively. The general area is characterized by limited topographic relief that slopes very gently downward toward the east and northeast toward the Jordan River. Historically, most of the southwestern part of the Salt Lake Valley was rural in nature and characterized by scattered single-family homes on large lots and farmsteads. Development in the area did not occur in earnest until the post-World War II period. Only modern structures constructed within the past 5 years are present on lands surrounding the survey parcel. The survey parcel itself has been subject to intense ground disturbance associated with new parking lots, access roads, and land grading. No undisturbed or "natural" ground surfaces are exposed in the area.

Photographic overviews of the survey area are provided below.



Survey parcel; view to the east-southeast



Survey parcel; view to the east-northeast

FILE SEARCH

Location of Records Search: Utah Division of State History Preservation Pro online system	**Date:** February 25, 2019

Summary of File Search: Certus conducted a search of Utah Division of State History (UDSH) online records, for an area extending 1/2-mile in all directions from the boundary of the survey area parcel. UDSH records current list six prior cultural resource inventories as having occurred in the file search area, including several for the Mountain View Corridor project. The surveys took place between 1989 and 2009 and largely consisted of surveys for roadway and utility improvements. The surveys are summarized below and depicted on **Figure 4**, attached.

Summary of Previous Section 106 Inventories in the file search area

Project #	Description / Survey Organization	Sites in File Search Area
U89BC0481	WyCal Pipeline / BYU Office of Public Archaeology	None
U00ST0740	Williams Pipeline/SWCA	None
U08ST0765	Mountain View Corridor EIS / SWCA	None
U08HO0900	Boulder Canyon Apartments / Bighorn Archaeological Consultants	None
U09ST0339	Mountain View Corridor Supplemental / SWCA	None
U09ST0415	Mountain View Corridor Reevaluation / SWCA	None

One of the past surveys—U08HO0900—encompassed roughly the western half of the current survey area. This survey was carried out in 2008. Given the small size of the parcel, Certus re-surveyed it as part of the current effort.

No cultural resource sites have been reported for the file search area.

Paleontological Resources Consultation: Consultation with the Utah Geological Survey (UGS) regarding paleontological resources was carried out for the Mountain View Corridor Project as part of the environmental impact statement and previous archaeological surveys. Because the area included in that consultation encompassed the locations of the current survey area, no new consultation was conducted as part of the current effort. During the previous consultation, the UGS noted that no known paleontological localities were present in the area and that the deposits exposed in the area have low potential for yielding significant fossil materials.

RESULTS and RECOMMENDATIONS

Date of Survey: February 26, 2019	**Surveyor:** Sheri Murray Ellis **P.I. Permit #:** 47
Results: Certus did not find any cultural resources during the intensive-level survey of the project parcel.	
Recommendations: No cultural resources are known to be present in the proposed 7800 South 5600 West Park-and-Ride lot addressed herein for the Mountain View Corridor transit option. The UDOT, in consultation with the Utah SHPO, will make a finding of effects for the undertaking under separate cover.	

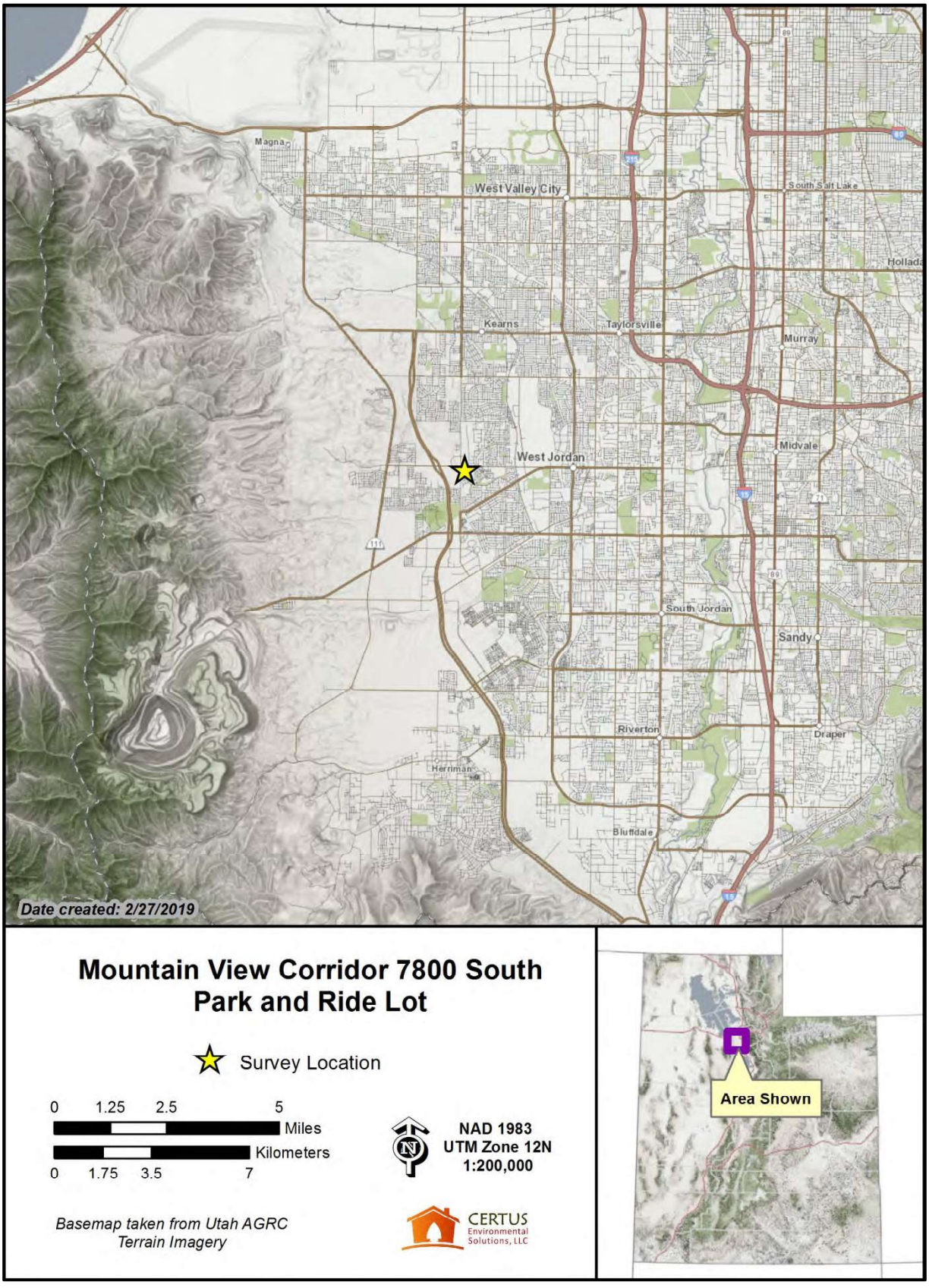


Figure 1. General location of survey

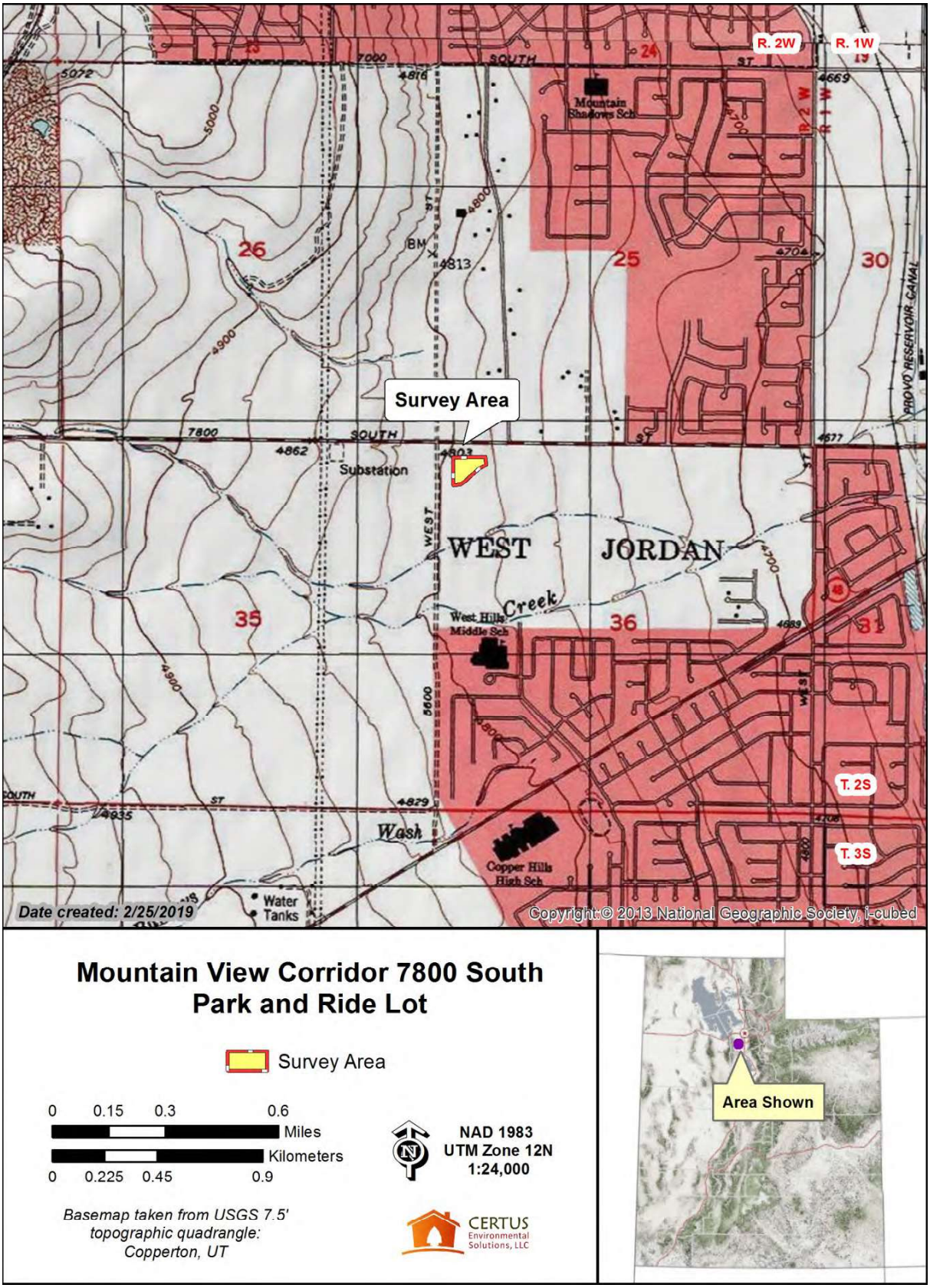


Figure 2. Location of survey; Map 1 of 3

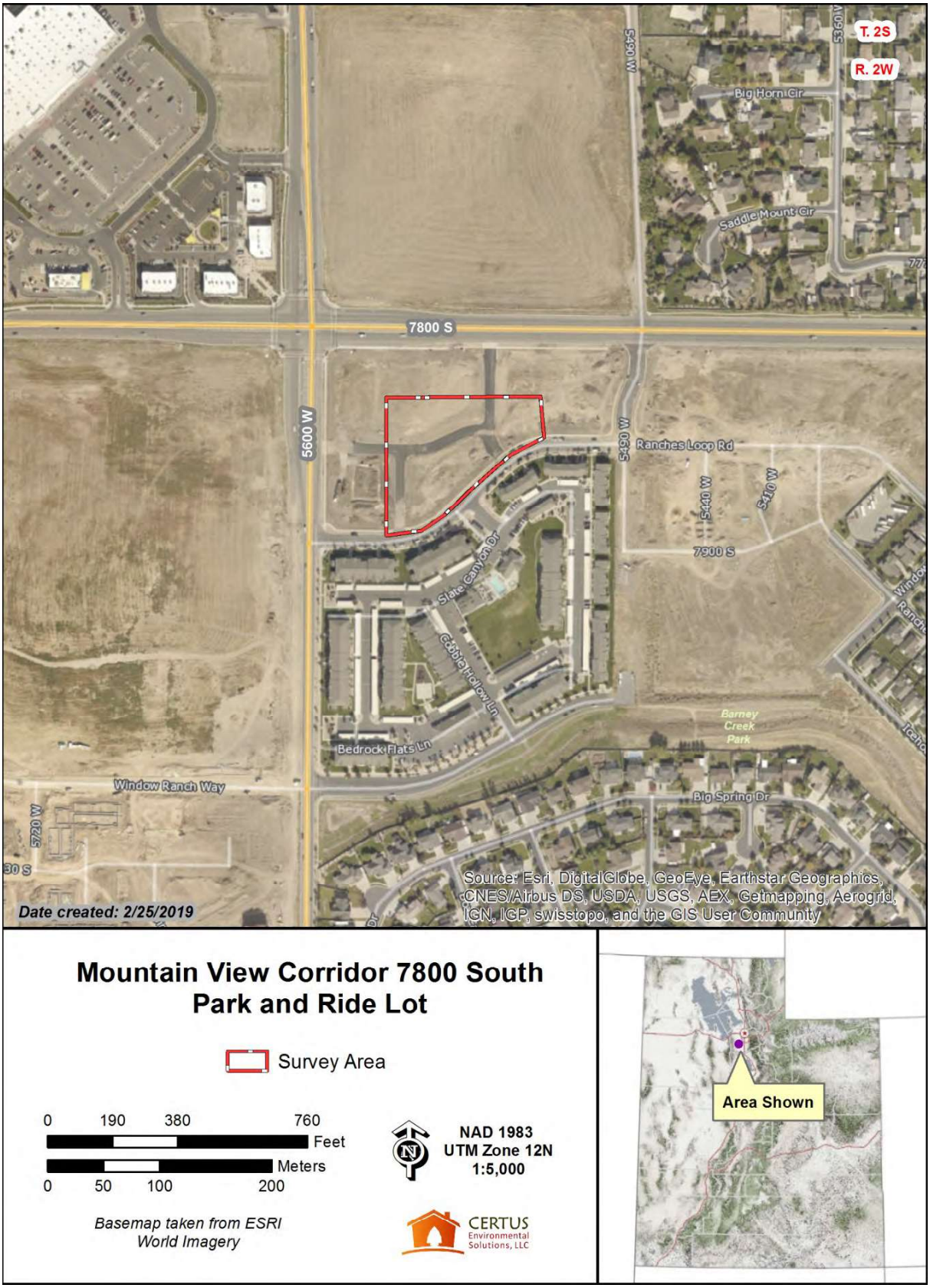


Figure 3. Location of survey; Map 2 of 3

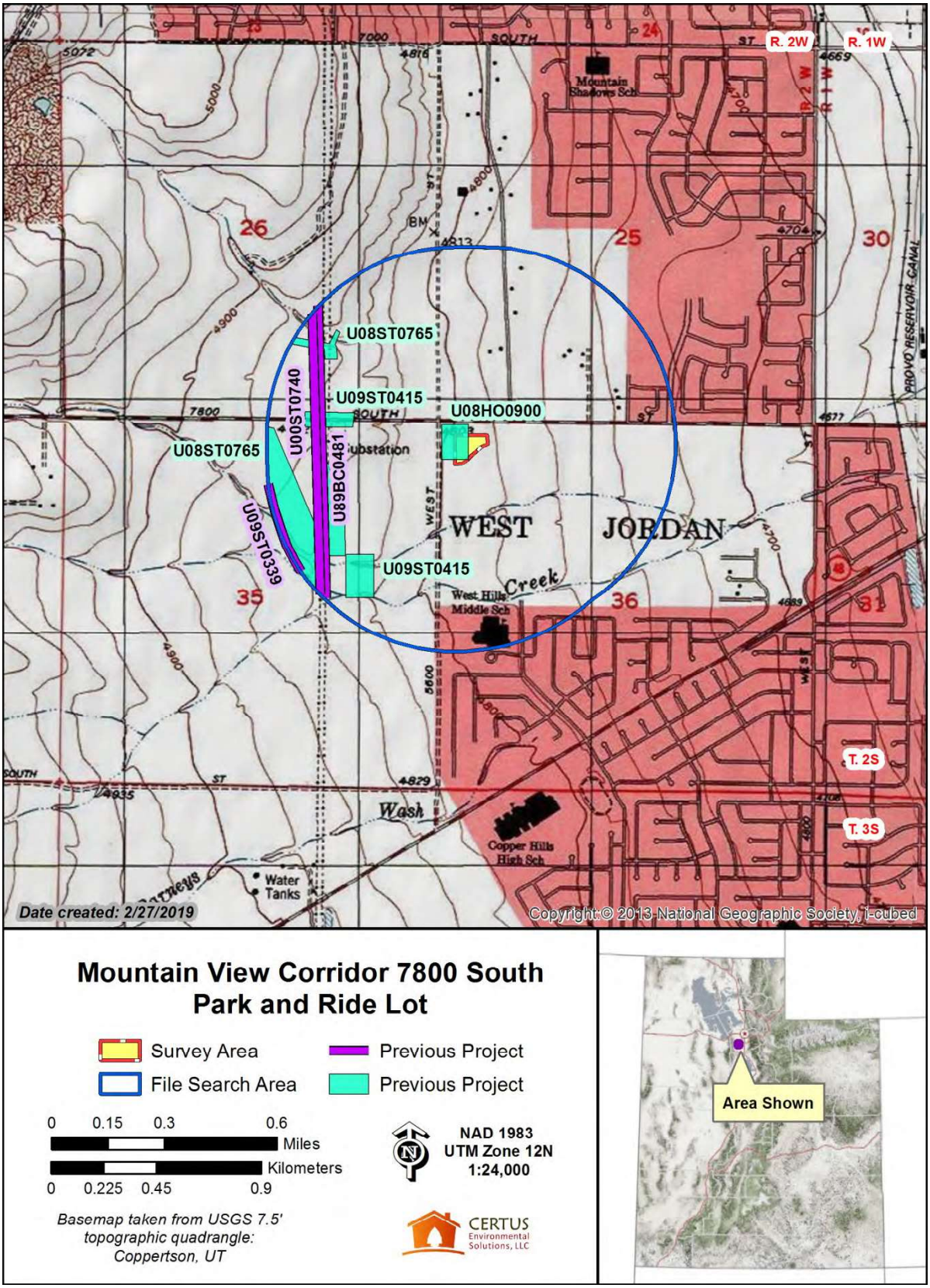


Figure 4. File search results

Cultural and Paleo Clearance with Tier 1 Screening Form

Federally funded projects classified as delegated categorical exclusions are processed in accordance with Stipulation II, Part A and Appendix A of the Memorandum of Understanding, State Assumption of Responsibility for Categorical Exclusions (23 USC §326), by which the UDOT assumes responsibility, assigned by the FHWA, for ensuring compliance with Section 106 of the NHPA and with Section 4(f).

Pursuant to the Third Amended Programmatic Agreement among the FHWA, the Utah SHPO, the ACHP, the USACE Sacramento District, and the UDOT Regarding Section 106 Implementation for Federal-Aid Transportation Projects in the State of Utah, UDOT has taken into account the effects of this undertaking on historic properties and has determined that the finding of effect is No Historic Properties Affected.

Pursuant to the Memorandum of Understanding between the UDOT and the Utah Geological Survey Concerning Agency Responsibilities Pursuant to U.C.A. 79-3-508, the UDOT has taken into account the effects of this undertaking on paleontological resources. If applicable, consultation letter from UGS is included in the environmental document.

PROJECT: PIN 13149—S-0085(9); SR-85, MVC; 4100 South to SR-201, Salt Lake County

DATE: September 26, 2018
PREPARER: Jonathan Dugmore, M.A.A.; Region 2 Archaeologist
CONTACT: 385-414-2066, jdugmore@utah.gov

PROJECT STIPULATIONS

1) Clearance is contingent upon the contractor adhering to the proposed scope of work and remaining within cleared areas. **Notify Region Environmental of any scope changes.**
2) *UDOT Standard Specification 01355 Part 3.7, Environmental Clearances by Contractor*
3) *UDOT Standard Specification 01355 Part 3.8, Discovery of Historical Archaeological, or Paleontological Objects, Features, Sites or Human Remains*. **Notify Region Environmental immediately of any discoveries during construction.**

PROJECT DESCRIPTION

Implementation of the transit option design for the transit system associated with the Mountain View Corridor (MVC) in Salt Lake County would require use of lands not previously evaluated as part of environmental studies associated with the project. Construction of the lots would require ground disturbance related to parking facilities, utilities, drainage, and other associated appurtenances. It would also require acquisition of new right-of-way/property and temporary or permanent easements.

SCREENING PROCESS

Screened undertakings have the potential to affect historic properties, but have been determined by UDOT to require no further review or consultation under the Agreements. Screening may include any the following tasks and should be appropriate to the complexity, scale, and location of the undertaking. Documentation of the screening will be included in the project files, quarterly report submitted to SHPO, and environmental document.

Antiquities Project Number: U18HY0630

Literature Review

- ☐ Class I literature search (date completed and by whom):
- ☒ Records review (i.e. UDSH, UDOT, BLM, etc.): Preservation Pro
- ☐ Project plans
- ☐ As-built project plans
- ☐ Aerial photographs:
- ☐ Historic Maps:
- ☐ Topographic Maps:
- ☐ ROW/Ownership/Parcel Data:
- ☐ Other:

Description of search results: The search was conducted by Certus Environmental Solutions and was confined to the project APE which consists of three parcels of land of various sizes totaling 6 acres. They are located near 7600 South and 9000 South. No cultural resources were identified at this time.

Field Review

- ☒ Pedestrian survey (Class III) (survey interval): 15 meter
- ☐ Field review other than Class III (reconnaissance, windshield, etc.):
- ☐ Other:

☐ None

Description of survey results (If no field survey was conducted, explain why not):

Survey for this project was conducted by Certus Environmental Solutions. No cultural properties were identified within the APE. The potential for cultural resources in these areas are low.

Supporting Documentation

Reports and/or forms generated from any cultural resource inventories shall be submitted quarterly to the Utah Division of State History (UDSH) for filing.

Title of report: *A Cultural Resource Assessment for Three Mountain View Corridor Transit Park and Ride Lots, Salt Lake County, Utah.*

Consultation

☐ Utah SHPO (including APE consultation):
☐ Certified Local Government (CLG):
☐ Tribes:
☐ State/Federal Agencies:
☐ Knowledgeable Informants:
☐ Other:
☒ None:

Description of consultation efforts (If no consultation was done, explain why not):

Consultation letters were not submitted for this project since the APE is within an urban setting with previous surface ground disturbance and has very low potential for cultural resources. Consultation letters for the Mountain View Corridor project have been previously sent out as a result of past Environmental documents encompassing this area. In addition, areas which exhibit no demonstrated site potential are excluded from consultation as per programmatic agreements between UDOT and the Confederated Tribes of the Goshute Indian Reservation, the Indian Peaks Band of Paiute Indians, and the Cedar Band of Paiute Indians (2008).

☐ Controversy based on historic preservation issues? If yes, consultation with SHPO and UDOT Central Environmental is required. Additional consultation with FHWA may be required.

Finding of Effect

The undertaking will result in the following finding of effect:

☒ No Historic Properties Affected: no cultural resources present
☐ No Historic Properties Affected: cultural resources present but none eligible
☐ No Historic Properties Affected: historic properties present, but are completely avoided by the undertaking and the potential for substantial indirect effects is very low

Description of impacts:

As no cultural resources are present in the APE, the UDOT has determined that this project will result in No Historic Properties Affected

COVER PAGE

Must Accompany All Project Reports Submitted to the Utah SHPO

Utah Division of State History

Report Title: *A Cultural Resource Assessment for Three Mountain View Corridor Transit Park and Ride Lots, Salt Lake County, Utah*

UDSH Project Number: U18HY0630
Report Date: September 18, 2018
Report Author(s): Sheri Murray Ellis
Record Search Date(s): September 14, 2018
Intensive Acres Surveyed (<15m intervals): 6 ac.
USGS 7.5' Series Map Reference(s): Copperton, UT

Org. Project Number: HDR07
County(ies): Salt Lake
Principal Investigator: Sheri Murray Ellis
Field Supervisor(s): Sheri Murray Ellis
Recon Acres Surveyed (<15m intervals): 0 ac.

Sites Reported	Count	Smithsonian Trinomials
Revisits (no updated site forms)	0	
Updates (updated site forms attached)	0	
New recordings (site forms attached)	0	
Total Count of Archaeological Sites in APE	0	
Historic Structures (structures forms Attached)	0	
Total National Register Eligible Sites	0	

*Please list all site numbers per category. Number strings are acceptable (e.g. "42TO1-13; 42TO15"). Cells should expand to accommodate extensive lists.

Checklist of Required Items for Submittal to SHPO

- ☒ "Born Digital" Report in a PDF/A format
  - ☒ SHPO Cover Sheet
  - ☒ File Name is the UDSH Project Number with no hyphens or landowner suffixes
- ☐ "Born Digital" Site forms in PDF/A format
  - ☐ UASF with embedded maps and photos
  - ☐ File name is Smithsonian Trinomial without leading zeros (e.g. 42TO13 not 42TO00013)
  - ☐ Photo requirements (including size and quality)
- ☐ Archaeological Site Tabular Data
  - ☐ Single spreadsheet for each project
  - ☐ Follows UTSHPO template (info here: https://goo.gl/7SLMqj)
- ☒ GIS data
  - ☒ Zipped polygon shapefile or geodatabase of survey (if different from APE) or other activity area with required field names and variable intensity denoted
  - ☐ Zipped polygon shapefile or geodatabase of site boundaries with a the required field name

Cultural Resources Survey Report

ADMINISTRATIVE INFORMATION

Project Name: A Cultural Resource Assessment for Three Mountain View Corridor Transit Park-and-Ride Lots, Salt Lake County, Utah		**Date of Report:** September 18, 2018
Project Sponsor: UDOT	**Division of State History Project #:** U18HY0630	
Lead Agency for Section 106: UDOT (as delegated by FHWA)	**UDOT Project #:** S-0085(9); PIN 13149	**Certus Project #:** HDR07

Author(s): Sheri Murray Ellis	Certus Environmental Solutions, LLC 655 7th Avenue Salt Lake City, UT 84103 (801) 230-7260

Type(s) of Survey:

[X] Intensive **[ ] Reconnaissance** **[ ] Not Applicable**
[ ] Other (describe):

Methods: Certus employed standard intensive-level archaeological survey techniques using transects spaced no more than 15 meters (50 feet) apart. No historical buildings or structures are located in any of the survey parcels. As such, no inventory for said resources was conducted.

Description of the Undertaking: Implementation of the transit option design for the transit system associated with the Mountain View Corridor (MVC) in Salt Lake County would require use of lands not previously evaluated as part of environmental studies associated with the project. Construction of the lots would require ground disturbance related to parking facilities, utilities, drainage, and other associated appurtenances. It would also require acquisition of new right-of-way/property and temporary or permanent easements.

Describe the Project Area, Area of Potential Effects, and Survey Area: The project area is located along 5600 West in the southwestern part of the Salt Lake Valley. Specifically, the assessment areas are located near 7600 South and 9000 South (see **Figure 1**, attached).

In total, the survey area comprises three separate parcels encompassing approximately 2.4 hectares (6 acres). It is located in Township 2 South, Range 2 West, Section 26 and Township 3 South, Range 2 West, Section 1 of the Salt Lake Base and Meridian (see **Figures 2–4**, attached). These areas are found on USGS 7.5 minute topographic quadrangle Copperton, Utah (see **Figure 2,** attached). County Recorder data currently lists private parties as the owners of the land on which the undertaking addressed herein would occur. The area of potential effects (APE) for the proposed transit improvements is expected to be entirely contained within the survey parcels.

Project Setting: The project area is located in the southwestern part of the Salt Lake Valley along 5600 West—a major north-south corridor serving a series of semi-urban communities. The general area is characterized by limited topographic relief that slopes very gently downward toward the east and northeast toward the Jordan River. Historically, most of the southwestern part of the Salt Lake Valley was rural in nature and characterized by scattered single-family homes on large lots and farmsteads. Development in the area did not occur in earnest until the post-World War II period. Only modern structures constructed within the past 15 years are present on lands surrounding the survey parcels. All three survey parcels have been subjected to past ground disturbance. The parcel near 7600 South has seen extensive recontouring and placement of fill. The two parcels at 9000 South have both seen past grading and dumping of used construction materials, including asphalt and concrete.

Photographic overviews of the survey areas are provided below.



7600 South survey parcel; view to the north



900 South survey parcel—north; view to the northeast



9000 South survey parcel—south; view to the northeast

FILE SEARCH

Location of Records Search: Utah Division of State History Preservation Pro online system	**Date:** September 14, 2018

Summary of File Search: Certus conducted a search of Utah Division of State History (UDSH) online records, for an area extending 1/2-mile in all directions from the boundaries of the survey area parcels. Ten (10) prior cultural resource inventories have occurred in the file search area, including several for the Mountain View Corridor project. The surveys took place between 1989 and 2010 and largely consisted of surveys for roadway and utility improvements. The surveys are summarized below and depicted on **Figures 5 and 6**, attached.

Summary of Previous Section 106 Inventories in the file search area

Project #	Description / Survey Organization	Sites in File Search Area
U89BC0481	WyCal Pipeline / BYU Office of Public Archaeology	None
U00ST0740	Williams Pipeline/SWCA	None
U01A10706	2003 Reevaluation for the Kern River Expansion / Alpine Archaeological Consultants	None
U08ST0765	Mountain View Corridor EIS / SWCA	None
U08HO0900	Boulder Canyon Apartments / Bighorn Archaeological Consultants	None
U09ST0339	Mountain View Corridor Supplemental / SWCA	None
U09ST0415	Mountain View Corridor Reevaluation / SWCA	None
U10ST0116	Mountain View Corridor 2010 Updated Alignment / SWCA	None
U10ST0288	5600 West, New Bingham Hwy. to 9000 South / SWCA	None
U10ST0724	Mountain View Corridor, 5400 South & Feulner Park Road / SWCA	None

One of the past surveys encompassed the southern survey parcel at 9000 South in its entirety. This survey was carried out in 2010. Given the small size of the parcel, Certus re-surveyed it as part of the current effort.

No cultural resource sites have been reported for the file search area.

Paleontological Resources Consultation: Consultation with the Utah Geological Survey (UGS) regarding paleontological resources was carried out for the Mountain View Corridor Project as part of the environmental impact statement and previous archaeological surveys. Because the area included in that consultation encompassed the locations of the current survey area, no new consultation was conducted as part of the current effort. During the previous consultation, the UGS noted that no known paleontological localities were present in the area and that the deposits exposed in the area have low potential for yielding significant fossil materials.

RESULTS and RECOMMENDATIONS

Date of Survey: September 17, 2018	**Surveyor:** Sheri Murray Ellis **P.I. Permit #:** 47
Results: Certus did not find any cultural resources during the intensive-level survey of the three project parcels.	
Recommendations: No cultural resources are known to be present in any of the parcels addressed herein for the Mountain View Corridor Transit Park-and-Ride lots. The UDOT, in consultation with the Utah SHPO, will make a finding of effects for the undertaking under separate cover.	

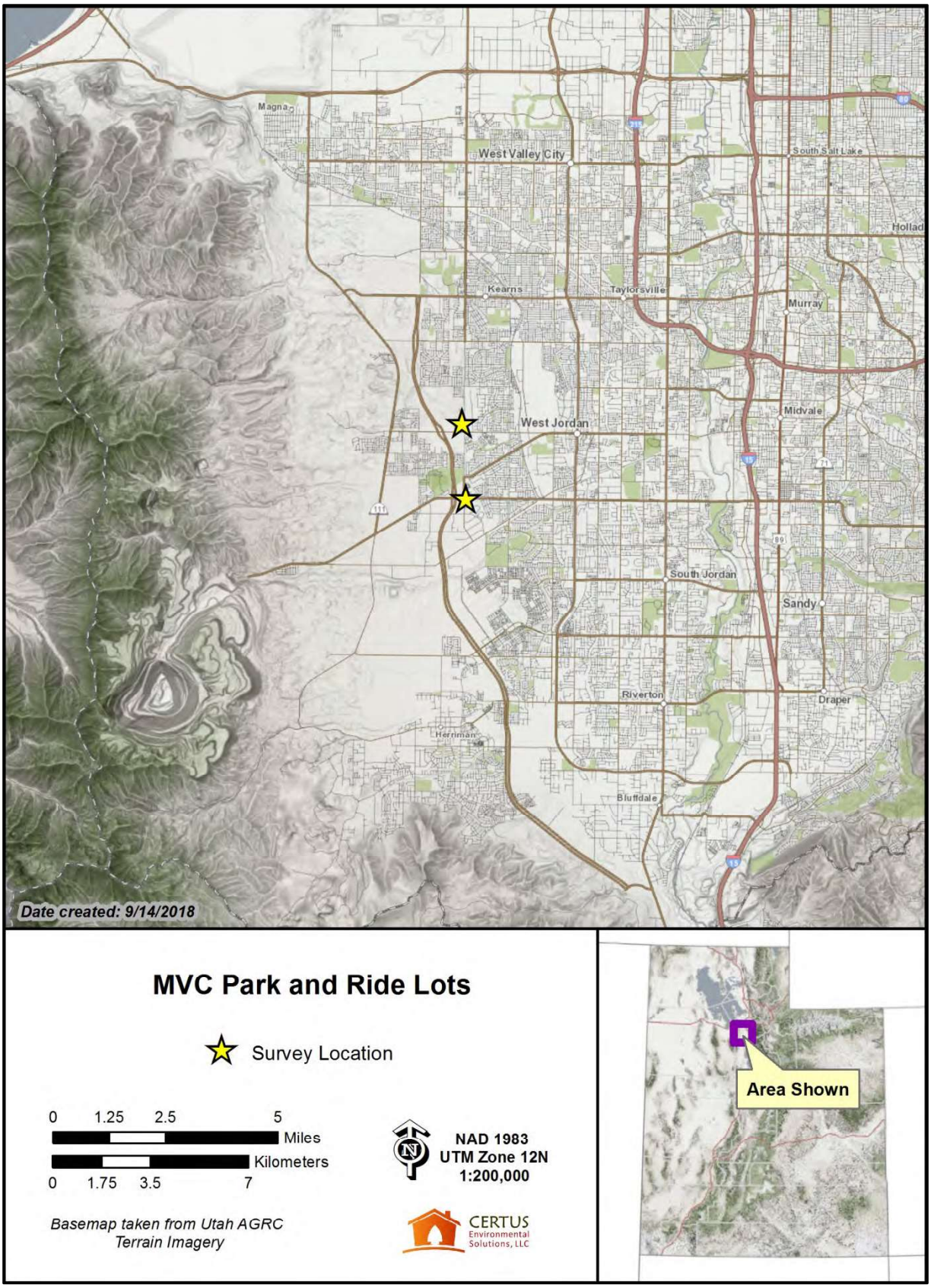


Figure 1. General location of survey

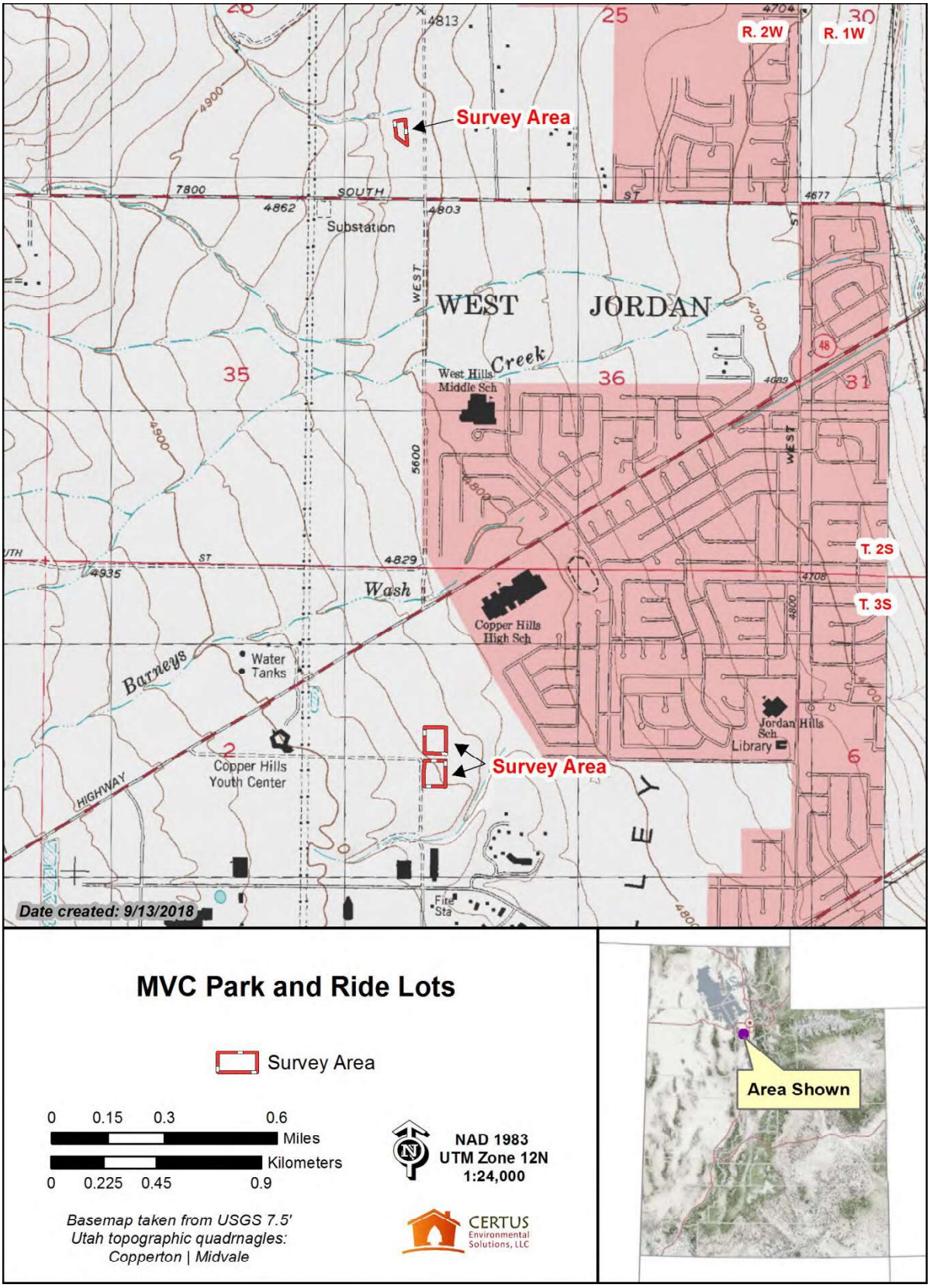


Figure 2. Location of survey; Map 1 of 3



Figure 3. Location of survey; Map 2 of 3



Figure 4. Location of survey; Map 3 of 3

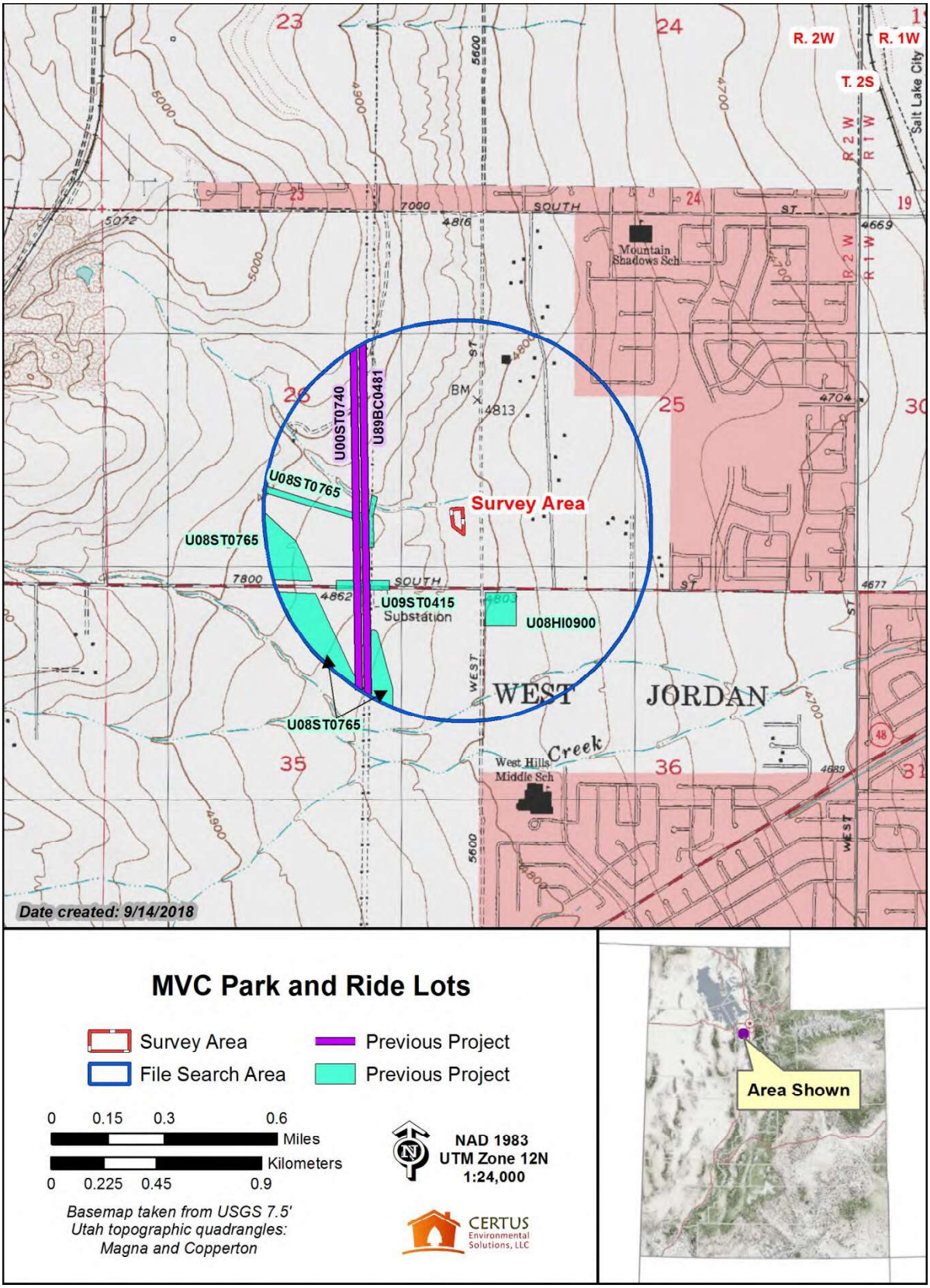


Figure 5. File search results; 7600 South survey area

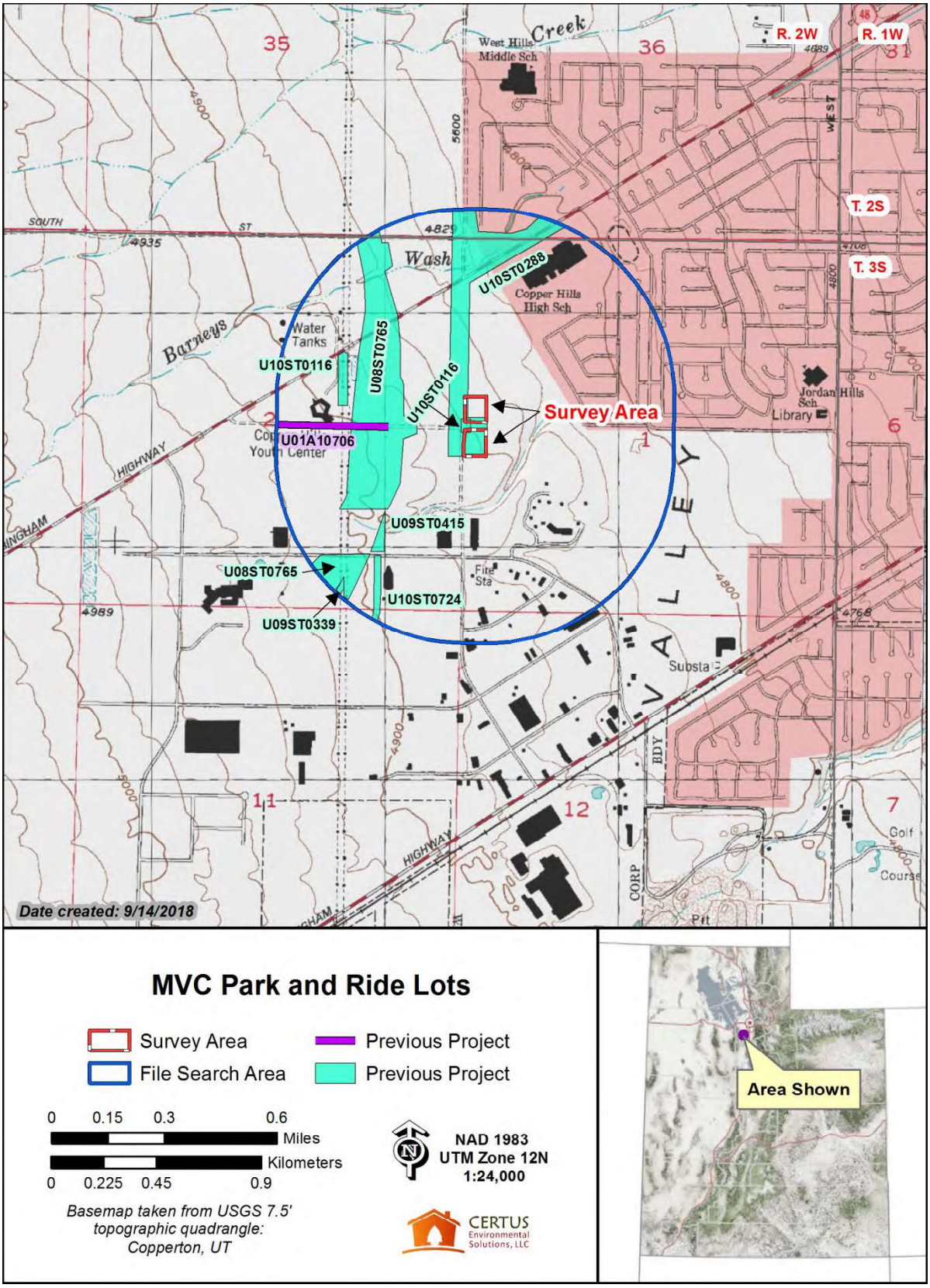


Figure 6. File search results; 9000 South survey areas

MEMORANDUM *UTAH DEPARTMENT OF TRANSPORTATION*

Date: Monday, March 11, 2019

To: Elisa Albury
UDOT Environmental Program Manager

From: Rod Hess
UDOT Senior Landscape Architect

Re: **ENVIRONMENTAL REVIEW FOR WATER RESOURCES (MVC, 5600 West; ROW acquisition and Park and Ride areas)**
UDOT Project S-0085(9); SR-85, MVC; EIS 5600 West Transit Re-evaluation (PIN 13149)

Project Scope of Work

The Utah Department of Transportation (UDOT) proposes the re-evaluation of the 5600 West Transit portion of the Mountain View Corridor (MVC), Final Environmental Impact Statement (FEIS) and Section 4(f) Evaluation. The EIS/Section 4(f) Evaluation and ROD evaluated the environmental impacts of improving regional mobility on the west side of the Salt Lake Valley in Salt Lake County and in northern Utah County.

This Re-evaluation analyzes the anticipated impacts of the ROW acquisition for express bus service and potential sites for park and ride locations. Following is a conclusion of mitigation commitments regarding the summary of analysis and findings of water resources provided by the MVC environmental team:

Wetland and Water Resources

Based on the analysis of the aquatic resources completed by HDR, consultant to the MVC environmental team, no aquatic resources or Waters of the United States, including wetlands, have been identified within the limits of the additional ROW acquisition or possible park and ride areas of the MVC 5600 West Transit.

Mitigation Commitments:

1. **None.**

Memorandum

Environmental Services

DATE: October 15, 2018

TO: Elisa Albury, Environmental Program Manager

FROM: Matt Howard, Natural Resources Manager

SUBJECT: S-0085(9) MVC, EIS 5600 West Transit Re-evaluation, PIN 13149

Project Description

In the fall of 2008, a Final Environmental Impact Statement (Final EIS) and Section 4(f) Evaluation for the Mountain View Corridor (MVC), Salt Lake and Utah Counties, was completed (September 2008) and approved through the issuance of a Record of Decision (ROD) (November 17, 2008) from the Federal Highway Administration (FHWA). This memo addresses the EIS reevaluation, which consists of refinements of the transit alternative that was selected in the ROD (the 5600 West Transit Alternative with Dedicated Right-of-Way Option) and project implementation and phasing. Refinements also include a reevaluation of the proposed park and ride locations near 9000 South and 7600 South. At 9000 South, two evaluated sites are being considered. This memo addresses both potential alternatives.

This memo addresses Phase 1 elements of the transit implementation reevaluation. Phases 2 and 3 will be addressed in future memos. The following table, taken from the EIS Reevaluation document, describes the transit implementation changes proposed in Phase 1.

	Phased Transit Implementation for the 2008 ROD's Selected Alternative	Refined Selected Alternative
Phase 1	**Transit Implementation** · The Utah Transit Authority (UTA) will take all actions necessary to (1) complete Phase 1 of the 5600 West Transit Alternative with Dedicated Right-of-Way Option and begin revenue operation by December 31, 2015, and (2) complete Phase 2 of that alternative and begin revenue operation of that phase by December 31, 2025. · UTA will construct BRT in a fixed guideway (Type 3 bus rapid transit) along 5600 West from 2700 South to 6200 South. As part of Phase 1 activities, UTA also will acquire the necessary right-of-way to construct a fixed-guideway transit system along 5600 West from 11800 South to Interstate 80 (I-80) and along I-80 from 5600 West to the Salt Lake City International Airport.	**Transit Implementation** · Phase 1 transit will include express bus transit service along the existing 5600 West and North Temple roadway travel lanes from the Old Bingham Highway TRAX station to downtown Salt Lake City.

This assessment has been prepared to address potential for occurrence of and impacts to species or habitat listed under the Endangered Species Act (ESA), as well as birds protected by the Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA).

Greater sage-grouse (*Centrocercus urophasianus*), which are protected by Governor's Executive Order EO/2015/002, are also addressed in this memo.

Project Setting

Phase 1 transit will include express bus transit service along the existing 5600 West and North Temple roadway travel lanes from the Old Bingham Highway TRAX station to downtown Salt Lake City. The reevaluation slightly changes the project footprint to the proposed park and ride locations near 9000 South and 7600 South, and changes the timing of some phases. Recent (2016-2018) aerial images show land use in the vicinity of the project area consists mainly of urban development with pockets of undeveloped open space, agriculture (fallow and active), and semi-natural reseeded areas. Elevation in the vicinity of the project area is +/- 4,200 to 4,800 ft. amsl. Vegetation in the area includes urban landscaping, mixed brush communities, and non-native plant species. The specific project area is in the UDOT ROW, which has been maintained for roadway purposes and on lands that have been identified for acquisition.

Determinations

Threatened and Endangered Species

The U.S. Fish and Wildlife Service's Information, Planning and Consultation database was consulted for species considered to have potential to occur in the vicinity of the project area. In addition, Utah Natural Heritage Program records of occurrence were reviewed for documentation of species occurrences within the vicinity of the project. Other sources, including recent aerial imagery, USFWS Critical Habitat shapefiles, USGS, topographic data and surficial geology shapefiles from the State of Utah were used in the supporting analysis. Table 1 summarizes the findings.

Table 1.

Species	Designated Critical Habitat	Suitable Habitat	Previous Occurrences	Potential for Occurrence	Rationale
Canada lynx (*Lynx canadensis*)	None Present	None Present- No forested areas	No	None	No identified critical habitat in the state. Canada lynx is found in boreal forest habitat, which is not found within the project area.
Yellow-billed Cuckoo (*Coccyzus americanus*)	None Present	Foraging habitat present.	No	None	Riparian habitat is not found within the project area.
June Sucker (*Chasmistes liorus*)	None Present	None within project area	Species occurs in Utah Lake and Provo River, which are not within the project area.	None	Work would not impact aquatic habitat.
Ute Ladies'-tresses (*Spiranthes diluvialis*)	None Present[1]	None within project area	No	None	The project will not impact any wetland or mesic habitat.

[1]This project does not have a federal nexus; protections for plant species listed under the ESA and for critical habitat would not apply.

Migratory Birds, Bald and Golden Eagles
Aside from some mature ornamental and landscape trees, there is little nesting habitat near the project area. Additionally, there are no known occurrences of raptor nests in recent history. The project does not propose to remove or alter potential nesting substrate or alter existing conditions for this area. The area is located where high noise has historically occurred throughout the nesting season. It is unlikely this project would result in direct or indirect take under the BGEPA. This project would not result in direct take under the MBTA and is unlikely to result in indirect take.

Greater Sage-grouse
A review of recent aerial imagery and Utah Sage-grouse Management Area boundaries shows that the project does not occur within a SGMA, nor does it include sage-grouse habitat. The project is not anticipated to negatively affect sage-grouse.

Summary
This assessment satisfies the UDOT's responsibilities under Section 9 of the ESA, the MBTA (50 CFR § 10.12), the BGEPA (16 USC § 668), and Governor's Executive Order EO/2015/002. If additional information or clarification is needed regarding this assessment, please contact me at mattrhoward@utah.gov.

Sincerely,



Matt Howard
Natural Resource Manager

Kilpatrick, Kevin

From: Matt Howard <mattrhoward@utah.gov>
Sent: Thursday, March 7, 2019 9:01 AM
To: Kilpatrick, Kevin
Cc: Shingleton, Beth; Perkins, Michael; Elisa Albury (ealbury@utah.gov)
Subject: Re: MVC 5600 West Transit Reeval: Request for Updated Wildlife Clearance (UDOT PIN 13149)

I have reviewed the new park and ride locations at 9000 South and 7800 South for UDOT PIN 13149 and find that the conclusions originally reached in my 10/15/2018 clearance memo remain unchanged.

On Mon, Mar 4, 2019 at 1:38 PM Kilpatrick, Kevin <Kevin.Kilpatrick@hdrinc.com> wrote:

> Matt,
>
> You previously provided a wildlife clearance for the MVC 5600 West Transit Reevaluation in October 2018 (see attached).
>
> There has recently been a change to the park and ride lot locations proposed as part of the 5600 West Transit Reevaluation.
>
> - The previous park and ride lot locations evaluated two locations at 9000 South and one location at 7600 South.
> - The new park and ride lot locations are being proposed are at 9000 South (only one location) and 7800 South. The attached figures show the locations of the current proposed park and ride lots at 9000 South and 7800 South.
>
> All of the other information in your previous memo regarding the project description and project setting sections is still correct.
>
> Mike Perkins, HDR biologist, has reviewed both of these sites and has updated his biological and wetland technical memo. A copy of this memo is also attached.
>
> We request an updated biological clearance memo that reflects this updated information.

Please review this information and let me know if you have any questions.

Thanks for your help,

Kevin Kilpatrick

Transportation NEPA Project Manager

HDR

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--
-Matt Howard
Natural Resource Manager
Utah Department of Transportation
Office: 801-965-4038
Cell: 435-255-1956
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Technical Memorandum

Date: March 4, 2019

Project: UDOT Mountain View Corridor Project

Subject: Review of Proposed Acquisition Areas and Potential Sites for Park and Ride Lots for Express Bus for Biological and Aquatic Resources

Introduction

HDR, Inc. (HDR) has prepared this memorandum to summarize findings of HDR's biological and aquatic resources review for acquisition areas proposed for express bus services (acquisition areas). The acquisition areas reviewed are identified on a map set document titled: "EXPRESS BUS_Optimized survey area.pdf". In addition, three potential sites for park and ride (P&R) lots were also reviewed (acquisition areas and potential P&R lots jointly referred to as "review areas" in this document). Review for biological resources considered potential habitat for species listed or proposed under the Endangered Species Act (ESA), Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and State of Utah conservation agreement species. Aquatic resources considered that may be subject to regulation under Section 404 of the Clean Water Act include wetlands, streams, ponds, canals, and certain ditches.

None of the review areas include any aquatic resources and none of these areas appear to provide suitable habitat for species listed or proposed under ESA, State of Utah conservation agreement species, or bald or golden eagles. Review areas that are not developed or entirely disturbed could provide nesting habitat for common ground-nesting migratory birds that occur in urbanized areas.

Methods

First, HDR conducted a desktop review of available information including the following:

- U.S. Fish and Wildlife Service (USFWS) Environmental Conservation Online System-Information, Planning, and Conservation System (ECOS-IPaC; https://ecos.fws.gov/ipac/), including species listed under ESA, identified by ECOS-IPaC as potentially occurring in or near review areas.
- ESA and conservation agreement species listed for Salt Lake County on the *Utah Sensitive Species List* available at Utah Conservation Data Center website (https://dwrcdc.nr.utah.gov/ucdc/).
- National Wetlands Inventory Mapping
- Aerial imagery and mapping including the map set for the review areas

Next, HDR conducted a site visit to identify pertinent existing characteristics of the review areas and determine whether each site includes any of the subject biological or aquatic resources.

Results

None of the review areas include any aquatic resources. Under existing conditions, the review areas are only comprised of uplands that consist of developed areas (parking lots, streets, turf and other landscaping, curb and gutter, or sidewalk), heavily disturbed areas (vegetation removed or covered),

and vegetated areas (fallow and active agricultural fields, weedy fields, and semi-natural reseeded areas).

Resources included by ECOS-IPaC for the review areas include four species listed under ESA: yellow billed cuckcoo (*Coccyzus americanus*), June sucker (*Chasmistes liorus*), Canada lynx (*Lynx canadensis*), and Ute ladies'-tresses (*Spiranthes diluvialis*).

June sucker is endemic to Utah Lake and its tributaries, and is raised in hatcheries in Springville and Red Butte Reservoir. Canada lynx only occurs in mixed forests. The distinct western population segment of the yellow-billed cuckoo is listed as threatened and is known to occur in northern Utah. Suitable habitat for this species consists of large areas of multistory, woody riparian habitat. There is no suitable habitat for yellow-billed cuckoo in or adjacent to any of the review areas. Ute ladies'-tresses (ULT) is a threatened orchid species that typically occurs along riparian edges, gravel bars, old oxbows, high flow channels, and moist to wet meadows along perennial streams. It has also been found within subirrigated or spring-fed abandoned stream channels, lakeshores, along irrigation canals, berms, levees, irrigated meadows, excavated gravel pits, roadside barrow pits, reservoirs, and other human-modified wetlands. The review areas do not contain any suitable habitat for ULT because they do not include any of the appropriate mesic habitats that could support this species.

The *Utah Sensitive Species List* includes two species for Salt Lake County that are included by ECOS-IPaC that are listed under ESA: June sucker and western yellow-billed cuckoo. Additionally, four State of Utah conservation species are included for Salt Lake County: Bonneville cutthroat trout (*Oncorhynchus clarkii*), Columbia spotted frog (*Rana luteiventris*), least chub (*Lotichtys phlegethontis*), and northern goshawk (*Accipiter gentilis*). None of the review areas appear to provide suitable habitat for any of these conservation agreement species.

None of the review areas provide suitable nesting or roosting trees or structures for bald or golden eagles. Review areas that are not developed or entirely disturbed could provide nesting habitat for common ground-nesting migratory birds that occur in urbanized areas.

Table 1 provides a summary of existing conditions of each review area as identified in the express bus survey area map set and potential sites for P&R lots.

Table 1. Existing Conditions (Land-use Status) of Review Areas

Map Set Sheet #	Existing Conditions
BT-01	West (west of 5600 West) proposed Park and Ride Lot is entirely upland; appears to be a fallow agricultural field. East strip is a combination of developed and fallow upland.
BT-02	West strip is disturbed upland under power lines next to an agricultural field.
BT-03	No proposed acquisition areas on this map sheet.
BT-04	East proposed Park and Ride Lot consists of disturbed weedy upland area and a fallow upland agricultural field. West strip consists of developed and disturbed upland.
BT-05	West strip is developed turf open space that may be a detention basin. East strip is disturbed, fallow upland.

Map Set Sheet #	Existing Conditions
BT-06	West proposed Park and Ride Lot is a disturbed vacant upland. East strip is developed.
BT-07	West proposed Park and Ride Lot and west strip are both in a disturbed/fallow upland area.
BT-08	West strip is developed. East strip is disturbed upland.
BT-09	West strip is disturbed upland, just north of a canal. East strip is disturbed upland.
BT-10	Both east and west strips are 100% developed.
BT-11	West strip is developed.
BT-12A	West strip is disturbed upland. East strip is developed.
BT-13A	West strip is disturbed upland next to a canal that runs east to west. East strip is upland grassland near the canal and also just west of a flowing ditch that runs south to north.
BT-14A	Both north and south strips are developed (turf grass) and each are next to small drainage ditches that flow east to west.
P&R Site	**Existing Conditions**
#1 Highlands Loop Rd	Previously disturbed (vegetation cleared) upland. Currently weedy upland vegetation that has been mowed.
#2 NE 9000 S	Disturbed upland. About 50% of the site is vegetated with upland species (about 50% bare ground). Some fill piles.
#3 SE 9000 S (west site)	Fallow upland agricultural field. Mix of alfalfa and weedy species observed.
#4 SE 9000 S (east site)	Fallow upland agricultural field. Mix of alfalfa and weedy species observed.
#5 Ranches Loop Rd	Disturbed upland with vegetation removed.

Appendix C

Comment Response Matrix

Document Title	MVC Draft Transit Reevaluation	Commenter	Public
Document Date	April 2019	Review Date	Public Comment Period: April 17 to May 16, 2019

Item	Comment	Response	QC/ Concurrence
Public Comments			
1.	**David Lewis** This is all good. I would also like to see the bus continue into the downtown core, with another stop at the University of Utah and final stop at research park.	Thank you for the comment. The proposed route is currently planned to end in downtown Salt Lake. From the downtown transit stop, existing connections to TRAX and other UTA bus routes from downtown to the University of Utah and Research Park are currently available.	
2.	**Kim Pavlin** The proposed transit will likely cut off left hand turns for southbound traffic on 5600 W. into the shopping plaza and this is obviously a big concern of McDonald's for loss of traffic into the restaurant coming from the North. McDonald's has already been impacted due to the taking to facilitate the construction of the roadway improvements and was told that full movement access to the shopping plaza would not be impacted. McDonald's is located at 3497 S. 5600 W.	The proposed MVC Phase 1 transit improvements would not modify existing left turn access on 5600 West. Access to McDonald's would not change with the MVC Phase 1 transit improvements.	
3.	**Anonymous** I would like to know why the bus does not go down Redwood to Riverton?	The MVC transit proposals have been focused along 5600 West because that is the area near where the MVC roadway improvements are also occurring. Additionally, the MVC roadway and transit improvements are intended to reduce delay and congestion in western Salt Lake County. New bus lines or other transit improvements on Redwood Road would be considered a separate projects that address different transit needs. The WFRC 2019-2050 RTP includes future projects on Redwood Road as Core Routes in both Phase 1 (2019 to 2030) and Phase 2 (2031 to 2040) through all of Salt Lake County and into Davis and Utah Counties.	
4.	**Will Thaler** I think the whole project needs to be fast tracked! With the growth both Utah and Salt Lake counties are experiencing and expecting, it's going to be too little too late. I-15 is already overburdened and expanded as much as possible this MVC will share the load with I-15.	Thank you for the comment. The transit projects and other phases of MVC will be constructed as funding and permits are obtained.	

Comment Response Matrix

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5.	**Bradley North** I prefer this proposed Express Bus service over the original BRT system for Phase 1 Transit. I would definitely use the proposed Express Bus service. I would use it to travel from 4700 South to California Avenue as part of my regular commute. I would probably never use the original BRT system since it would end at 2700 South. I hope this proposal for Express Bus service is accepted and implemented.	Thank you for the comment.	
6.	**David Madsen** While I like the idea of servicing more riders. I am not in favor of abandoning the phase 3 upgrade to light rail. I fear the switch to express buses vs. bus rapid transit will close the door on the commitment to light rail connectivity and service to this part of the valley. Extending the West Valley green line out 3500 South to 5600 West would be a great solution.	There are not currently any proposed changes to MVC Phase 2 or Phase 3 transit, the commitments identified in the MVC ROD still remain. UDOT will evaluate any changes to Phase 2 or Phase 3 transit in the future if necessary after additional review and coordination with UTA. UDOT and UTA anticipate that building the express bus project in Phase 1 will help develop a future market for higher capacity transit projects in the 5600 West corridor.	
7.	**Theron Jeppson** I prefer the scenario 2 with TSP. I live just south and west of where Hunter High School is located. I frequently (3-4 times per week) ride my bike to work. Which is located near North Temple and Redwood road. I choose 5600 West as my preferred route from my house to the International Center as for much of the way, it has the nice wide shoulders. By allowing the bus the use of the shoulder along 5600 West, it will greatly compromise this being a good bike route alternative. Of which there are very few options between where I live and work.	Thank you for the comment. Final decisions and locations of transit priority options will be made by UTA transit planners. There is, or will be upon completion of MVC construction, a shared use path that accommodates multi-users along the length of Mountain View Corridor located just west of 5600 West. This shared use path can be used as an alternative route for bicycles.	
8.	**Merrill Johnson** It is about time to get bus service on 5600 West. Make sure you start service at 3:30 am for workers to get to work on time, run later at night to service the swing shift workers to get home. It is a great idea to get people out of cars.	Thank you for the comment. The hours of service are anticipated to approximately match typical hours of service for other Salt Lake County bus routes. UTA transit planners will determine the hours of service on the express bus.	
9.	**Andrew Clegg** This new Express Bus proposal makes way more sense than a very short BRT line. The BRT would have had very low ridership as it didn't really connect anything. Having an express bus that goes to the International Center, Airport, and downtown offers much better connectivity.	Thank you for the comment.	
10.	**Shane Merrill** I feel this is a much better plan for transit on 5600 W. There is a little transit and many many people. This is a good first step to move transit to the West side of the valley.	Thank you for the comment.	

Comment Response Matrix

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11.	**Pat Barton** We have been in this area for over 40 years and have seen a consistent pattern with UTA service--East side needs are funded with tax increases; West side service is reduced to cut costs. UTA cuts service and then ridership falls because west side residents find alternative ways to get to work and downtown locations so UTA justifies further service cuts. The refined alternative further cuts service to west side residents who are being taxed to provide premium service for East side ridership. Further all proposals except proposal 4 would only increase congestion on the already impassable traffic on 5600 West during peak hours. Typically it takes 30-60 minutes to travel the stretch of road along 5600 W. from SR 201 to 6200 S northbound between 5 a.m and 9 a.m and southbound between 3 p.m and 6 p.m. Even with MVC in operation, traffic flow along 5600 W. has NOT been improved as promised and traffic on 6000 W. and 6400 W. has increased in volume and velocity which UDOT assured it would not. That being said, the refined alternative seems to be the only feasible action at this point, BUT MARK MY WORDS: this plan will have a negative impact on all neighborhoods in and around 5600 W., 6000 W. and 6400 W. Motorists currently travel 6000 W. and 6400 W. at nearly double existing speed limits, endangering life and property. Congestion on 5600 W makes the road impassable when needed most and adding busses on an express schedule will only make that congestion worse.	The MVC Refined Selected Alternative would provide a new express bus service that does not currently exist and would increase service to the west side of Salt Lake County. This new express bus service would primarily benefit west-side residents and allow for linkages to east-west routes on the west side of Salt Lake County. As described in the reevaluation, the MVC Refined Selected Alternative's 5600 West express bus ridership is forecasted to be 2,200 to 3,900 riders per day in 2020. The Refined Selected Alternative express bus service would not substantially affect delay for personal vehicles that use 5600 West. It is anticipated that the traffic congestion and delay on 5600 West will decrease once the MVC is constructed to SR-201 and I-80, and as future phases of MVC are constructed.	
12.	**Adam Christensen** As a daily commuter from Saratoga Springs north on Redwood Road I'm concerned that the current improvements aren't what is actually needed to resolve the horrible congestion we face every morning and evening. From my observations not that many people go up Redwood and turn on 2100 N., but many more continue north on Redwood up to Porter Rockwell and get onto Mountain View. What we need to seriously resolve the congestion on Redwood is for Mountain View to connect the whole way through from 2100 N. to Porter Rockwell. What is the timeline UDOT has for starting this segment, and who can we put pressure on to speed that up?	Thank you for the comment. The MVC segment between 2100 North and Porter Rockwell is currently unfunded but is on Phase 1 (2019 to 2030) of the WFRC 2019 to 2050 RTP. This portion of MVC will be constructed when funding is obtained.	
13.	**Lawrence DuShane** I believe I've lost faith in UTA due to deaths on TRAX and mis-management (corruption?) by administration. We routinely count people on TRAX and they go through the intersection v. people sitting in cars waiting for TRAX. Significantly more people idling their cars waiting for TRAX. Above-ground commuter rail and supporting bus routes will not significantly improve traffic congestion. I think successful models demonstrate that these must go underground. The MVC is already a log jam just as Bangerter is. Please just build the MVC freeway and stop the insanity of building MVC as Bangerter version 1/2. Respectfully, South Jordan resident	Thank you for the comment. UDOT and UTA are working to identify and construct cost-effective multi-modal transportation solutions. MVC is planned to be a freeway after all three phases are completed.	

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14.	**Cuong Nguyen** It is with such relieve that the State is finally bringing services to the most needed community. West Valley City in general, and particularly on the West side community reside some of the most social/economic challenge residents and public transportation is most needed, yet the State, county, and local government have forgotten this community until now. For this proposal of transit, in addition to bus stop that is included in the plan UTA should consider adding a bus stop at 3100 south. This is the center location of residents on east of 5600 West and west of the new Mountain View Corridor. It is at the center of the shopping as well as the recreational center. By adding a stop on 3100 South, it allows residents in the area to have more options, easy access, and shorter distance to walk to a bus stop. Bus is not only necessary and greatly needed in this community, it also should be convenient so it encourage more usage. The use of public transportation is convenience and easy access. While I don't see the bus schedule, I encourage UTA to strongly consider more frequent bus and run late. This allows for more access and convenient, especially families who have to work long hours and only have a weekend to travel and get into the city. The late schedule allow for more time to go into the city and have enough time to enjoy without worry lack of transportation to go home. In addition, the weekend schedule should be run at regular or even more frequent so to provide family easy access to public transportation, encourage greater use and for family to enjoy life by going into the city using public transportation if they are reliable and not to waste so much time on walking to and waiting for buses. Finally, why not expand the light rail from Fairbourne station to 5600 West and further west to Magna? West Valley City is the 2nd largest city in the State, yet has shorter light rail line than other city. Why? Why spend millions of dollars connect the S line, and now in the process of having a 2nd line while West Valley and the population on further west of the city has the most need yet has limited access to these services. In my view, the UTA and the public transportation has not done its job and serve its purpose to extent possible. I strongly encourage the UTA to explore and expand the public transportation, especially light right into the community that need it the most: West Valley City and further west. I appreciate you reading these comments and I look forward to further development and put these plan to help the community that needed the most services. Thanks, Cuong	Thank you for the comment. Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program. The Express Bus is planned to have 15-minute headways during weekday peak hours, 30-minute headways during weekday nonpeak hours, and 60-minute headways during weekday nighttime hours. UTA transit planners will determine the hours of service and final decision on headways for the express bus. Wasatch Front Regional Council and UTA considered the extension of the TRAX Green Line to 5600 West. At this time, a TRAX extension of this line is not in the Long Range Plan, due to cost and low projected ridership numbers. The 2050 Regional Transportation Plan identifies a BRT project in Phase 2 of the plan which upgrades the MAX line as the extension of the Green Line.	

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15.	**Jason Shattuck** I am looking at the proposed bus stops, and I see a stop at California Street, which there are a lot of business down that street. Then the next stop isn't until the international center. Why is that? I work on 5600 w 300 s, and there are a ton of people that work in the area. A stop at 300 s would be a huge benefit. I know that I would ride the bus if it stopped at 300 s. please consider adding a stop there to benefit the many that work in this area.	Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program.	
16.	**Linda Hansen** Hi all- As an advocate for those with disabilities, I have expressed the necessity of putting a stop at 3100 S. Where are you moving people to? Some people would just like to be able to access shopping at a store. Much of the shopping is at 3100 S and 5600 W. Walmart, Kohl's, Michaels. It's great to move everyone downtown but how about community accessibility for those that live nearby? That would be appreciated. Linda Hansen	Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program.	
17.	**Wendy Wilson** This new plan for Mountain View only eases some of the pain of driving in the Southwest valley of SLC. What about south of Old Bingham Highway? What about the east/west area between the 201 the most southern part of Bangerter? The east/west commute is terrible in that area. I had to go east during the commute yesterday morning. From Mtn. View to Riverton Hospital it should only take a few minutes. It was a good 10 minutes with the traffic. It would have been slower on 13400 S. What is being done to help with east/west traffic in these areas? Send from my IPad	UDOT recognizes that there are many transportation needs in the Salt Lake Valley. The MVC Transit proposal is not intended to solve all transportation needs in southwestern Salt Lake County. Roadway and transit projects are programmed for western Salt Lake County in the 2019-2050 WFRC Regional Transportation Plan. The RTP can be found at this link: https://wfrc.org/vision-plans/regional-transportation-plan/2019-2050-regional-transportation-plan/	
18.	**Linda Hansen** Deseret Industries run by the Church of Jesus Christ of Latter-Day Saints is also on 3100 South and 5600 West. This location gives training and employment to many, many people with disabilities. A bus stop there would help people with disabilities access these essential life skills. Thank you! Linda Hansen	Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program.	

Comment Response Matrix

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Item	Comment	Response	QC/ Concurrence
19.	**Valerie Otto** I strongly support improving public transportation on the west side, I think the express bus sounds like a good idea. It would be ideal if the green line TRAX could be extended to 5600 W too.	Thank you for the comment. Wasatch Front Regional Council and UTA considered the extension of the TRAX Green Line to 5600 West. At this time, a TRAX extension of this line is not in the Long Range Plan, due to cost and low projected ridership numbers. The 2050 Regional Transportation Plan identifies a BRT project in Phase 2 of the plan which upgrades the MAX line as the extension of the Green Line	
20.	**Chris Gebhardt** In typical UDOT fashion, you are making yet another poor investment in an "express" bus along 5600 West. There is nothing "express" about a bus that stops every 8-10 blocks. It will still take more time to ride this "express" bus than to drive a vehicle directly to the airport or Uber. This will be nothing more than an expensive venture utilized by a very small portion of the population (if any.) I ride FrontRunner every day and was a long time NYC commuter. Mass transit is native to my culture. UDOT has failed at almost every opportunity in Utah to bring true mass transit to the State. From mixing trains and cars with TRAX, making FrontRunner a solely North-South single rail, to having almost no East-West mass transit opportunities, UDOT does not possess the vision, experience, nor insight to truly solve the transportation issues Utah is now facing. This bus route is just another example of failure by a bloated State agency. Chris Gebhardt	Thank you for the comment. UDOT and UTA are working to identify and construct cost-effective multi-modal transportation solutions. As described in the reevaluation, the MVC Refined Selected Alternative's 5600 West express bus ridership is forecasted to be 2,200 to 3,900 riders per day in 2020, which is substantially higher than the 300 to 600 riders per day forecasted for the EIS Selected Alternative's Phase 1 BRT. The 5600 West express bus would have transit priority measures that would allow preference for the bus through signals and in congested areas. The 5600 West express bus would provide a substantial increase in transit service on 5600 West and for western Salt Lake County.	
21.	**Phillip Johnson** Glad to see the new proposed route on 5600 West, but I'm actually concerned about the lack of East-West routes that go past 5600 West. Will a regular route ever be re-instated on 7800 South? There's a LOT of new housing going up West of the Mountain View Corridor, maybe route 78 could extend farther west.	UDOT recognizes that there are many transportation needs in the Salt Lake Valley. The MVC Transit proposal is not intended to solve all transportation needs in southwestern Salt Lake County. The 2019-2050 WFRC Regional Transportation Plan does not currently include additional bus routes on 7800 South west of 5600 West in West Jordan. UTA is always evaluating local bus service and may consider improvements to the bus service on 7800 South in the future. The RTP can be found at this link: https://wfrc.org/vision-plans/regional-transportation-plan/2019-2050-regional-transportation-plan/	

Comment Response Matrix

Document Title	MVC Draft Transit Reevaluation	Commenter	Public
Document Date	April 2019	Review Date	Public Comment Period: April 17 to May 16, 2019

Item	Comment	Response	QC/ Concurrence
22.	**Shirlene Kohnlein** Hello, once again the south end of the valley is left out. This needs to go at least to 13400 South. The majority part of growth on the west side is south of 90th South and yet we have no transit system unless we live on the route between the LDS Riverton Campus and Front Runner. Even then, it's sketchy. I have no way to reach the TRAX station in Daybreak unless I go to Front Runner, take it to South Jordan and catch a bus to Daybreak. It would be faster to ride my bike. If there was a safe route to do it on. I am stuck between Bangerter Highway, 13400 S. and Redwood Road with no safe way to get anywhere. No sidewalk, bike lanes are unsafe with the restriping of Redwood Road between 12600 S and 9000 S. Bus routes are few and far between. Mountain View Corridor is dangerous. Please reconsider and at least try to serve the people who live in the southwest quadrant of the valley. Do Mountain View correct the first time and help us get anywhere. Thank you, Shirlene Kohnlein	UDOT recognizes that there are many transportation needs in the Salt Lake Valley. The MVC Transit proposal is not intended to solve all transportation needs in southwestern Salt Lake County. Many roadway and transit projects are programmed for western Salt Lake County in the 2019-2050 WFRC Regional Transportation Plan. https://wfrc.org/vision-plans/regional-transportation-plan/2019-2050-regional-transportation-plan/	
23.	**Scott Lewis** The proposed easement along 5600 W and 2700 south is not something I support. As a board member of the HOA that owns this land, the proposed actions greatly affects the value of the land as well as our future development of the land for our community. I am against the proposed re-evaluation and will suggest our board of directors engaged our lawyers to fight this going forward.	Thank you for the comment. UDOT has met with this property owner to discuss the right-of-way and easements needed in this area.	
24.	**Bill Baranowski/West Jordan City** West Jordan City would like to obtain funding to expand 5600 West south of Dannon Way by at least 10 feet of new right of way to allow for a center turn lane. This section was studied for transit by the City (by Interplan) and the City adopted the wider cross section to allow for more traffic in the future. The city has also adopted the connection of 5600 West into South Jordan by the TRAX station but no funding and little right of way has been preserved to make that possible. Can these important street improvements become part of the Mountain View Transit plan? The intersection of Old Bingham Highway/5600 West is also in need of widening to allow for turning trucks and buses. We are in support of added transit in the City and will help UTA and UDOT to make this possible.	The 5600 West roadway improvements described in this comment are not part of the current MVC Transit proposal and not needed to implement the express bus proposed as part of the Refined Selected Alternative. UDOT encourages West Jordan to work with WFRC to identify funding sources for these projects. UDOT is working to schedule a meeting with West Jordan to review funding options for these desired improvements.	

Comment Response Matrix

Document Title	MVC Draft Transit Reevaluation	Commenter	Public
Document Date	April 2019	Review Date	Public Comment Period: April 17 to May 16, 2019

Item	Comment	Response	QC/ Concurrence
25.	**Corbin Bennion** Mountain View Corridor Team, Have watched the Phase 1 Transit plan on your website and read the newspaper notice. We are the civil engineers on a significant number of industrial projects along the 5600 West corridor between 201 and I-80. Based on the existing and future industrial centers in that area that generate the worker population, it seems that a bus stop should be provided in the 300 South/ 700 South area. There is UPS, Bishops storehouse, RC Willey warehouse, etc. as well numerous other industrial/distribution buildings. Also the worker population center calls for the proposed bus stop at California Ave. to be shifted to 1730 South. Please review where the majority of businesses are located. Thanks, Corbin Bennion, Principal	Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program.	
26.	**Kathy Van Dame, Policy Coordinator** **Wasatch Clean Air Coalition** Reviewing the document, a few questions came to mind. How will the new Express Bus be funded? The original agreement for BRT was unmet because of funding. Among the purposes of the sequencing was to offer useful transit before habits were set for local traffic on MVC. Environmental benefits were missed in missing the 2015 BRT deadline. We will be missing improvements in transit until the Express Bus is operating. The Express Bus stops on 5600 W are widely spaced. Local riders need service between Express Bus stops. Local riders need access to [for instance] the shopping at 3100 South. How will local bus schedules be integrated with the Express Bus? Thank you for your attention to these comment/questions.	The source of funding for the Express Bus is currently undetermined. UTA, UDOT, and Salt Lake County are discussing options and transit funding sources that could be available for the project. Additional bus stops may be evaluated through planning with UTA and Local Government Partners following the UTA Station Addition Policy and UTA's Innovative Mobility Program. This project allows UTA to better interconnect the east-west transit lines to provide improved local service. Scheduling for the Express Bus will occur at project implementation. The Express Bus scheduling will consider the schedules of connecting/intersecting transit routes and coordinate the Express Bus stops so transfers can be made to connecting transit routes while minimizing delays during the connections.	

Revised Record of Decision

of the
Environmental Impact Statement

Mountain View Corridor Project in Salt Lake and Utah Counties

by Utah Department of Transportation

UDOT Project No SP-067(3)0

January 9, 2020

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1.0 Decision

The original Record of Decision (ROD) for the Mountain View Corridor (MVC) Project was signed on November 17, 2008. The overall Selected Alternative in the 2008 ROD included both a roadway alternative (the 5800 West Freeway Alternative) and a transit alternative (the 5600 West Transit Alternative with Dedicated Right-of-Way Option). Since the original ROD was issued, this overall Selected Alternative has been refined and is referred to as the Refined Selected Alternative.

The 2008 ROD committed to a phased implementation approach for Selected Alternative. The roadway component and the transit component of the Selected Alternative each consisted of three phases. Under the phased implementation approach as defined in the 2008 ROD, UDOT committed that it would not proceed with Phase 2 of the roadway component (except in a few defined areas) until Phase 1 of the transit component was complete and in revenue operation.

This Revised ROD documents the Utah Department of Transportation's (UDOT) decision to approve the Refined Selected Alternative as the selected alternative for the MVC Project located in Salt Lake and Utah Counties, Utah. This Revised ROD approves the Refined Selected Alternative as described in the Environmental Impact Statement (EIS) Re-evaluation signed by UDOT on August 26, 2019. This ROD revises Phase 1 of the transit component of the Selected Alternative (the 5600 West Transit Alternative with Dedicated Right-of-Way Option) as described in the 2008 ROD (see Figure 1).

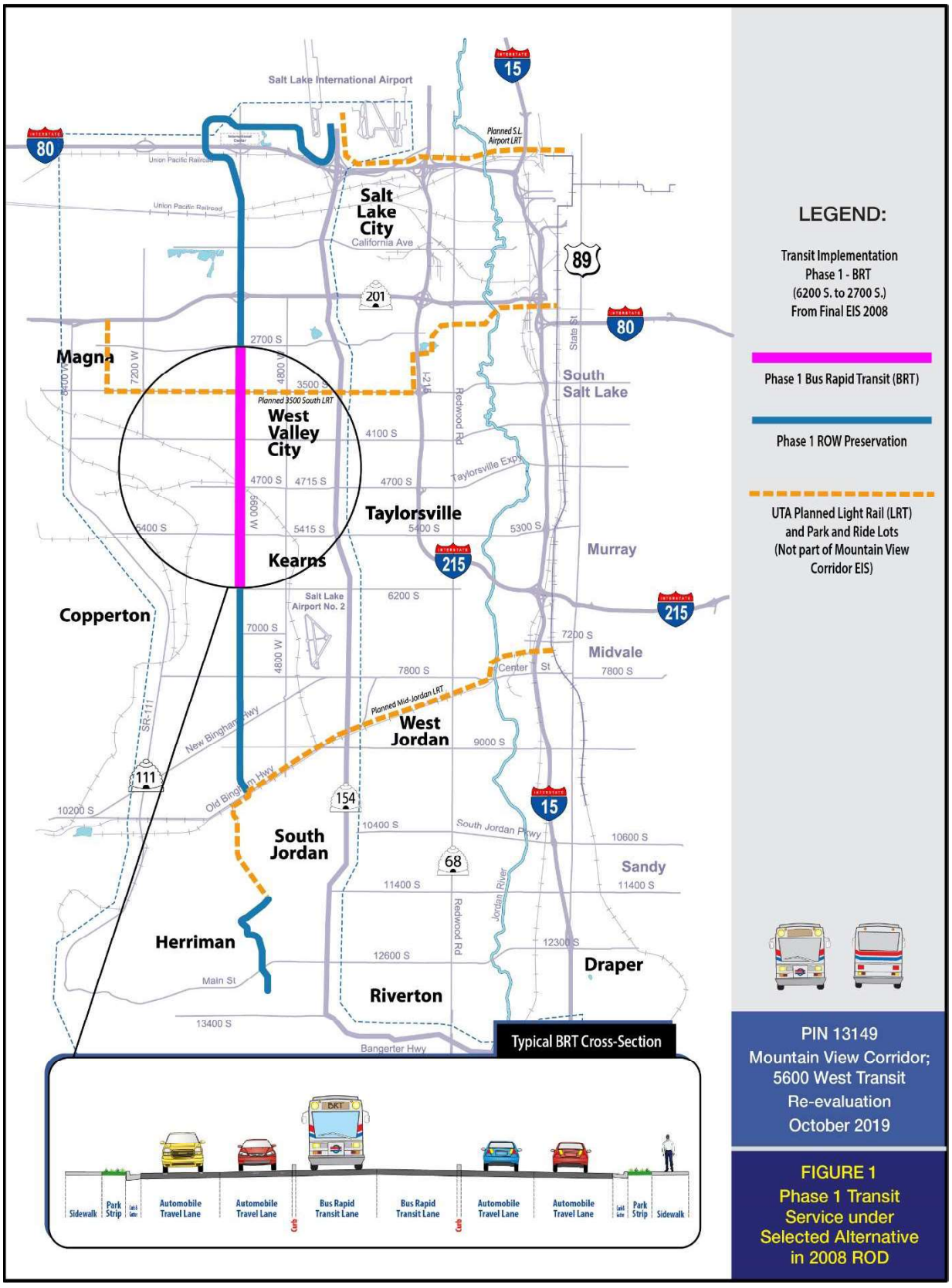
As described in 2008 ROD, the Phase 1 transit system would have involved implementing a Bus Rapid Transit (BRT) on a five-mile section of 5600 West. In Phase 2, the BRT system would have been extended to a longer section of 5600 West, and in Phase 3, it would have been converted to light rail transit (LRT) in that corridor. The plan for BRT and ultimately LRT service along 5600 West was based on the assumption that local governments would implement transit-oriented land use along that corridor in accordance with the Growth Choices Vision, a planning document that had been developed in conjunction with the environmental review process for the Mountain View Corridor project.

After the 2008 ROD was issued, UDOT worked cooperatively with the Utah Transit Authority (UTA) to explore implementing a bus rapid transit (BRT) system on 5600 West as envisioned in the 5600 West Transit Alternative with Dedicated Right-of-Way Option. Ultimately, UTA made the decision not to proceed with BRT service on 5600 West, due to the funding constraints as well as local governments' decision not to adopt transit-oriented land use along 5600 West. When it became clear that Phase 1 transit as defined in the 2008 ROD would not be implemented, UDOT initiated a process to consider changing the Phase 1 transit to reflect current land use conditions and travel demand and UTA's funding constraints and priorities. That effort culminated in the 2019 EIS Re-Evaluation, which evaluated the Refined Selected Alternative with a modified Phase 1 transit component.

The decision to approve the Refined Selected Alternative for the MVC Project is based on UDOT's review of the entire record including the 2008 MVC Final EIS and the 2019 EIS Re-evaluation as well as technical reports, correspondence, and other information developed as part of the environmental review process for the project.

The environmental review, consultation, and other actions required by applicable federal environmental laws for this action are being, or have been, carried out by UDOT pursuant to 23 United States Code Section 327 and a Memorandum of Understanding (MOU) dated January 17, 2017, and executed by the Federal Highway Administration (FHWA) and UDOT. This Revised ROD is being processed in accordance with this agreement, and UDOT is the agency responsible for approving the Revised ROD. Under the assignment MOU, UDOT is responsible for conducting any additional environmental review that is required for projects that were approved by FHWA prior to execution of the assignment MOU.

Figure 1. Phase 1 Transit Service under Selected Alternative in 2008 ROD



The Selected Alternative and Section 2.3, Project Implementation, identified in the 2008 ROD have been modified as follows.

Refined Selected Alternative for Phase 1 Transit Implementation

To better meet public transit needs in the project study area, while allowing UDOT to proceed to Phase 2 construction of the roadway component of the 2008 Selected Alternative (the 5800 West Freeway Alternative), the Refined Selected Alternative modifies Phase 1 of the transit component of the 2008 Selected Alternative (5600 West Transit Alternative with Dedicated Right-of-Way Option). Instead of BRT service, the Phase 1 transit service would include Express Bus transit service over a longer (29-mile) corridor as follows:

- Construction of Express Bus transit service from the Old Bingham Highway TRAX station following 5600 West to downtown Salt Lake City including service to the Salt Lake City International Airport (see Figure 2).
- The service would include queue-jumping, shoulder operation, or other options to improve the efficiency of the bus service (see Figure 3).
- The service would include enhanced stops with associated park-and-ride lots on 5600 West. Enhanced stops along 5600 West would include shelters, benches, lighting, and reader boards for bus arrival times.
- UDOT would acquire the necessary right-of-way for the service as required for Phase 1 transit to be in revenue operation.
- UDOT would implement a public involvement program at the start of the service to promote and educate the public on its use.
- Funding for the service would come from UDOT, the Utah Transit Authority (UTA), and other available sources.

Figure 2 provides an overview of the 5600 West Express Bus service for the Refined Selected Alternative.

Figure 2. Phase 1 Transit Service under the Refined Selected Alternative in the 2019 EIS Re-evaluation

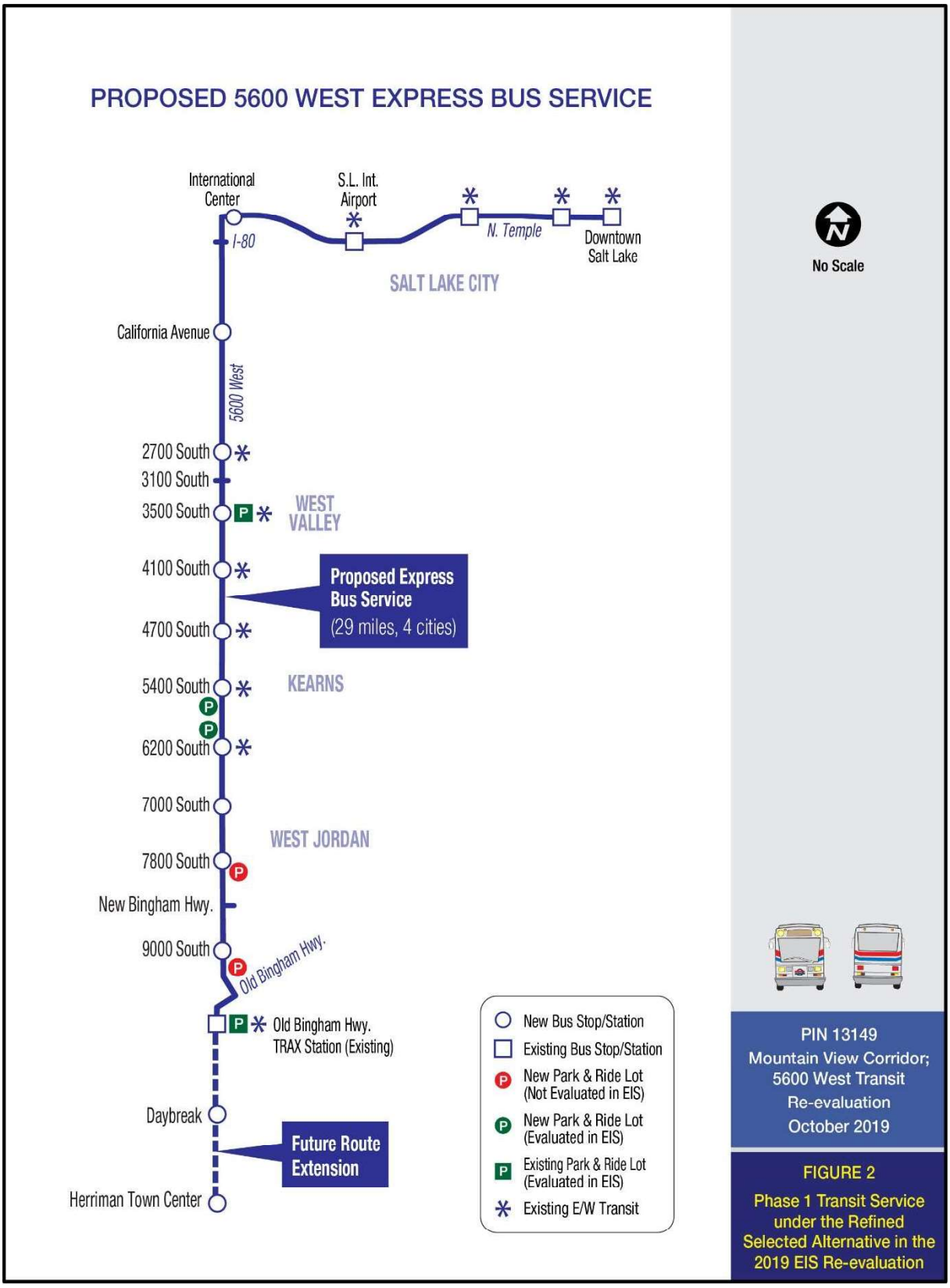
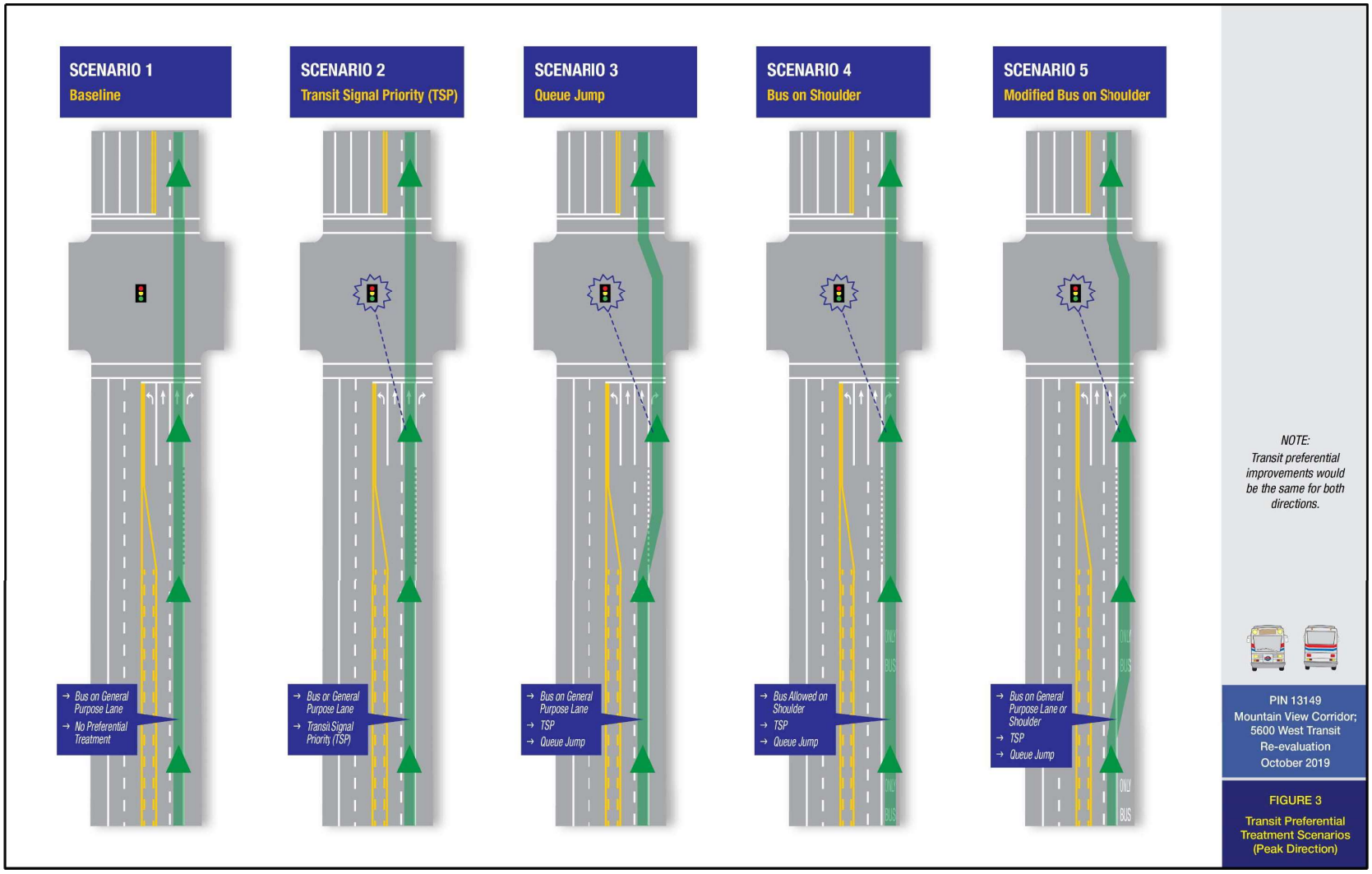


Figure 3. Transit Preferential Treatment Scenarios as Part of Phase 1 Transit Service with the Refined Selected Alternative in the 2019 EIS Re-evaluation



2.0 Refined Selected Alternative Background and EIS Re-evaluation Process

The Refined Selected Alternative includes changes to the Selected Alternative's transit components, namely implementing Express Bus service instead of BRT in Phase 1.

The 2008 ROD was conditioned upon UDOT's compliance with the phased approach to implementing the roadway and transit components of the project as described in Chapter 36, Project Implementation (Phasing), of the Final EIS. The ROD authorized UDOT to proceed with construction of Phase 1 of the roadway immediately, along with right-of-way acquisition for all three phases of the roadway, but conditioned Phase 2 (except in a few limited areas) on implementation of the Phase 1 transit service.[1] The ROD did not authorize construction of Phase 3 of the roadway. The ROD stated that, before Phase 3 could be constructed, an additional ROD and potentially additional National Environmental Policy Act (NEPA) review would be required.

The 2008 ROD's Selected Alternative proposed that transit would be constructed in three phases. As described in the Final EIS and the 2008 ROD, the transit system would have started as BRT in Phase 1 and would have been converted to rail transit in Phase 3. Figure 1 shows the proposed 5-mile transit alignment on 5600 West for Phase 1. Figure 1 also shows the entire Phase 3 transit build-out that was analyzed in the Final EIS (shown as Phase 1 right-of-way preservation).

Table 1 describes the transit elements of the 2008 ROD's Selected Alternative and compares them with the Refined Selected Alternative's Phase 1 transit elements that were evaluated in the EIS Re-evaluation.

[1] See 2008 ROD, p. 19 ("UDOT will not initiate construction of Phase 2 of the roadway until after Phase 1 of transit is in revenue operation, except as follows: UDOT may initiate construction of interchanges on the roadway south of 10200 South if either of the following conditions is met: (1) Phase 1 of transit is in revenue operation, or (2) Phase 1 of the roadway has been completed from 10200 South to the Utah County border and the Mid-Jordan TRAX line is in revenue operation.").

Table 1. Summary of Transit Phase 1 Changes in Implementation in the EIS Re-evaluation

	Phased Transit Implementation for the 2008 ROD's Selected Alternative	Phased Transit Implementation for the Refined Selected Alternative
Phase 1	**Transit Implementation** • UTA will take all actions necessary to (1) complete Phase 1 of the 5600 West Transit Alternative with Dedicated Right-of-Way Option and begin revenue operation by December 31, 2015, and (2) complete Phase 2 of that alternative and begin revenue operation of that phase by December 31, 2025. • UTA will construct BRT in a fixed guideway (Type 3 BRT) along 5600 West from 2700 South to 6200 South. As part of Phase 1 activities, UTA also will acquire the necessary right-of-way to construct a fixed-guideway transit system along 5600 West from 11800 South to I-80 and along I-80 from 5600 West to the Salt Lake City International Airport.	**Transit Implementation** • Phase 1 transit will include Express Bus transit service along the existing 5600 West and North Temple roadway travel lanes from the Old Bingham Highway TRAX station to downtown Salt Lake City.

The transit improvements associated with the 2008 ROD's Selected Alternative included constructing a fixed-guideway transit facility (initially, BRT, and subsequently, LRT) on the existing 5600 West arterial road in Salt Lake County from Herriman to the location where the alignment left 5600 West at the existing railroad crossing north of 700 South and crossed under I-80 at the existing railroad crossing. After crossing under I-80, the alignment turned east along Amelia Earhart Drive. The fixed guideway consisted of an area in the center of the roadway dedicated solely for the use of transit vehicles, with street traffic using general-purpose lanes on the outside of the roadway. Transit stations would have been located in the roadway median. The transit improvements included in the 2008 ROD's Selected Alternative were under the authority of UTA and did not require FHWA's approval.

UDOT started construction of the MVC roadway component of the 2008 ROD's Selected Alternative in 2010 and is in the process of completing Phase 1 of the roadway project. However, UTA has not implemented the Phase 1 transit improvements of the 2008 ROD's Selected Alternative because (1) the funding is not available and (2) the local municipalities have not implemented the transit-supportive land use that would be consistent with the MVC Growth Choices process approved by the Cities.

Under the 2008 ROD, for UDOT to move into Phase 2 of the roadway component north of 10200 South, Phase 1 of the transit component was required to be in revenue operation (anticipated by 2015 in the ROD).[2] Because Phase 1 transit (BRT service on 5600 West) is not in revenue operation and there is no realistic expectation that UTA will implement BRT service on 5600 West in the foreseeable future, UDOT and UTA developed a Refined

[2] See 2008 ROD, p. 19 ("UDOT will not initiate construction of Phase 2 of the roadway until after Phase 1 of transit is in revenue operation, except as follows: UDOT may initiate construction of interchanges on the roadway south of 10200 South if either of the following conditions is met: (1) Phase 1 of transit is in revenue operation, or (2) Phase 1 of the roadway has been completed from 10200 South to the Utah County border and the Mid-Jordan TRAX line is in revenue operation.").

Selected Alternative for Phase 1 transit implementation that addresses the MVC's purpose and provides improved transit mobility compared to Phase 1 of the 2008 ROD's Selected Alternative (see Table 1 above).

Phase 2 and 3 transit and project implementation will be addressed after the Phase 1 elements are fully implemented; they were not part of the EIS Re-evaluation.

Review of and Public Comments on the EIS Re-evaluation

The Refined Selected Alternative's changes to the Phase 1 transit elements of the 2008 ROD's Selected Alternative were developed in consultation with UTA, affected Cities, and other stakeholders.

A 30-day public review and comment period on the EIS Re-evaluation for the Refined Selected Alternative's proposed changes to the Phase 1 transit elements of the 2008 ROD's Selected Alternative was provided from April 17 to May 16, 2019. This public review included placing the EIS Re-evaluation document on the project website for comment and review, issuing a notice in local newspapers regarding the EIS Re-evaluation, and notifying parties who previously expressed an interest in the MVC Project.

During the 30-day public review and comment period, UDOT received 26 comments. The comments included support for the changes to Phase 1 transit, opposition to transit projects, requests for additional stops on the Phase 1 transit's Express Bus, requests for additional transit improvements or other transit projects, and questions about the Phase 1 transit's Express Bus.

Approval of the EIS Re-evaluation

The EIS Re-evaluation was signed by UDOT on August 26, 2019. The EIS Re-evaluation document and the comments received during the public comment period are available on the project website at http://www.udot.utah.gov/mountainview.

3.0 Statute of Limitations

On behalf of UDOT, FHWA will publish a notice in the Federal Register, pursuant to 23 United States Code Section 139(1), stating that one or more federal agencies have taken final action on permits, licenses, or approvals for this transportation project. After the notice is published, claims seeking judicial review of those federal agency actions will be barred unless such claims are filed within 150 days after the publication date of the notice, or within such shorter time period as is specified in the federal laws pursuant to which judicial review of the federal action is allowed.

4.0 Conclusion

UDOT has determined that the Refined Selected Alternative best meets the transportation needs for the traveling public while effectively considering environmental, safety, and socioeconomic factors. This decision is based on the MVC EIS Re-evaluation approved on August 26, 2019, and the entire MVC Project record. In addition, for the reasons stated in the EIS Re-evaluation, UDOT has determined that the changes approved in the Revised ROD do not require preparation of a supplemental EIS.

In reaching our decision, UDOT has considered all of the issues raised in the record including the information contained in the Draft and Final EISs and the EIS Re-evaluation. Based on the analysis and evaluation and after careful consideration of the input from the public involvement process, UDOT approves the selection of the Refined Selected Alternative.

Date:

01/15/2020

Original signed by:



TeriAnne Newell, Deputy Director
Utah Department of Transportation

Exhibit E: Preliminary Cost Estimate

Preliminary Capital 2024 Cost Estimate: $35.1M to $45.1M

Maintenance Costs: $4.2M - 5M per year

$35.1M Cost Estimate - WSP

	Qty	Unit	Cost	Total
Buses	18	each	$ 650,000	$ 11,700,000
Roadway/Stations	1	total	$ 2,400,000	$ 2,400,000
Airport/Downtown Improvements	1	lump	$ 500,000	$ 500,000
ROW for stations/parking	1	total	$ 2,200,000	$ 2,200,000
Park N Rides	300	stalls	$ 6,000	$ 1,800,000
Design/Construction PE/CE (20% of constructior	1	lump	$ 940,000	$ 940,000
UTA OH	1	lump	$ 500,000	$ 500,000
Subtotal				$ 20,040,000
Contingency	30%			$ 6,012,000
Subtotal				$ 26,052,000
Maintenance Facility Upgrade				$ 3,600,000
Total				$ 29,652,000
Inflation to 2020	3.5%			$ 30,563,820.00
Inflation to 2021	3.5%			$ 31,633,553.70
Inflation to 2022	3.5%			$ 32,740,728.08
Inflation to 2023	3.5%			$ 33,886,653.56
Inflation to 2024	3.5%			$ 35,072,686.44

	Bus Shelter					Bus Pullout							Queue Jump							Priorty	Other	Other
	Concrete Pad for Station	Excavation	Untreated Base Course	UTA Shelter	Sidewalk	Demo Pavement, C&G, Sidewalk	Sidewalk/ Parkstrip	Excavation	Untreated Base Course	Granular Borrow	HMA	Curb and Gutter	Demo Pavement, C&G, Sidewalk	Sidewalk/ Parkstrip	Excavation	Untreated Base Course	Granular Borrow	HMA	Curb and Gutter	Signal Priority Upgrade	Restroom	Parking Lot
	SQ FT	CU YD	CU YD	EA	SQ FT	SQ FT	SQ FT	CU YD	CU YD	CU YD	SQ FT	LN FT	SQ FT	SQ FT	CU YD	CU YD	CU YD	SQ FT	LN FT	Each	Lump	SQ FT
Old Bingham Hwy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		1	-
9000 S	1,120	63.7	20.74	2	600	-	-	-	-	-	-	-	500	-	33.33	9.26	13.89	500	50	1	-	32,800
New Bingham Hwy	-	-	-	-	-	-	-	-	-	-	-	-	500	2,200	226.67	62.96	94.44	3,400	420	1	-	-
7800 S	1,120	40.7	20.74	2	1,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	60,200
7000 S	1,120	52.4	20.74	-	800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-
6200 S	1,120	20.7	20.74	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	74,100
5400 S	1,120	31.1	20.74	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	93,100
4700 S	1,120	11.1	20.74	2	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-
4100 S	1,120	20.7	20.74	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-
3500 S	1,120	39.3	20.74	2	500	500	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-
3100 S	-	-	-	-	-	-	-	-	-	-	-	-	900	-	173.33	48.15	72.22	2,600	460	1	-	-
2700 S	1,120	-	20.74	2	-	900	2,000	214.07	38.89	58.33	2,100	340	-	-	-	-	-	-	-	1	-	-
California Ave	1,120	-	20.74	2	-	800	1,800	133.33	18.52	27.78	1,000	290	-	-	-	-	-	-	-	1	-	-
Amelia Earhart Dr	1,120	37.0	20.74	2	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	12,320	316.9	228	20	4,300	2,200	3,800	347	57	86	3,100	630	1,900	2,200	433	120	181	6,500	930	12	1	260,200
Estimated Cost	$ 6	$ 20	$ 40	$ 50,000	$ 6	$ 12	$ 6	$ 20	$ 40	$ 30	$ 4.50	$ 24	$ 12	$ 6	$ 20	$ 40	$ 30	$ 4.50	$ 24	$ 50,000	$ 35,000	$ 12
Primary Construction Items	$ 73,920	$ 6,338	$ 9,126	$ 1,000,000	$ 25,800	$ 26,400	$ 22,800	$ 6,948	$ 2,296	$ 2,583	$ 13,950	$15,120	$ 22,800	$ 13,200	$ 8,667	$ 4,815	$ 5,417	$ 29,250	$ 22,320	$ 600,000	$ 35,000	$ 3,122,400

Primary Construction Items*		$ 1,946,750
Mobilization	10%	$ 194,675
Traffic Control	3%	$ 58,402
Misc Utilities	5%	$ 97,337
Misc Drainage	5%	$ 97,337
Subtotal Construction Items*		$ 2,394,502
Rounded Construction Cost*		$ 2,400,000

*** Parking Lots under separate subtotal**

Assumptions	Unit	Quantity
Roadway Excavation Depth	FT	1.8
Sidewalk Excavation Depth	FT	1
Bus Shelter Excavation Depth	FT	1
Pavement Section		
HMA depth	FT	0.55
Untreated Base Course Depth	FT	0.5
Granular Borrow Depth	FT	0.75
Bus Shelter Concrete Depth	FT	0.5
Bus Shelter UTBC Depth	FT	0.5

Sidewalk rounded to nearest 100sqft
Curb & Gutter rounded to nearest 10ft
Flatwork Demo to nearest 100sf
UTBC included in price under sidewalk/curb/gutter
HMA roundup to nearest 100sqft

$45.3M Cost Estimate – UTA

	Mountain View Corridor Transit project bud		
	Quantity	Cost per	Total
Buses	18	$ 650,000	$ 11,700,000
Stations	39	$ 250,000	$ 9,750,000
Maintenance facility	1	$ 3,000,000	$ 3,000,000
Park and ride stalls	500	6000	$ 3,000,000
Design			$ 3,294,000
UTA overhead			$ 500,000
Subtotal			$ 31,244,000
Contingency			$ 7,811,000.00
Total			$ 39,055,000.00
Inflation to 2024			$ 45,275,448.97

Maintenance Cost Estimate - $4.2M to $5M per year – UTA

1. Scenarios costed for service on 5600 West. UTA has a 30 minute service in its 5 year service plan so the operational cost would the difference from going to 15 minutes from 30 minutes.

   UTA costs extrapolated to 2023:

   - $8.77 per revenue mile
   - $53,000 annual depreciation per vehicle

Level of Service	Vehicles	Annual O&M Cost (Remix)
30-min	8	$7.11 million
15-min peak; 30-min off-peak	16	$11.3 million
10-min peak; 30-min off-peak	24	$15.4 million
10-min peak; 15-min off-peak	24	$17.4 million

2. $5M is 10% increase of Salt Lake regional district bus budget

PARTNERING AGREEMENT

BETWEEN

UTAH DEPARTMENT OF TRANSPORTATION

AND

UTAH TRANSIT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____ 2015 (the "Effective Date"), by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah, (hereinafter "UDOT") and UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"). UTA and UDOT may be referred to hereafter as an Agency or Agencies, as the context requires.

RECITALS

WHEREAS, UTA and UDOT each play an important role in planning, building, and maintaining the state transportation system; and

WHEREAS, UTA and UDOT desire to enter into this Agreement to better define how they will cooperate and coordinate their respective activities in order to better fulfill their respective roles with respect to the state transportation system.

AGREEMENT

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

ARTICLE I — PARTNERING

The Agencies recognize and agree that while they have different responsibilities with respect to the state transportation system, they share the common goal of providing a safe, efficient, and effective transportation system for the traveling public. UTA and UDOT have different statutory mandates, different funding sources, and different regulatory oversight. These differences lead to different priorities and different constraints, which at times may result in issues, disputes and conflicts between the Agencies. The Agencies hereby agree to treat each other as partners in their common goals with respect to the state transportation system, to

accommodate each other's needs when possible, and to cooperate to reduce the overall cost of providing transportation services to the public.

ARTICLE II — ISSUE RESOLUTION

A. Issue Resolution Process. Issues between the Agencies may arise from time to time, in a variety of contexts. Commonly, issues arise when one Agency is planning or delivering a project that impacts the other Agency's property or system, or when one Agency needs to perform maintenance activities near the other Agency's system or facilities. But issues may arise in other areas as well. An "issue" may consist of a difference of opinion between UTA and UDOT employees; a request from one agency to the other to modify or waive a standard rule, policy, or practice; or simply a question as to how to address an interface between the Agencies.

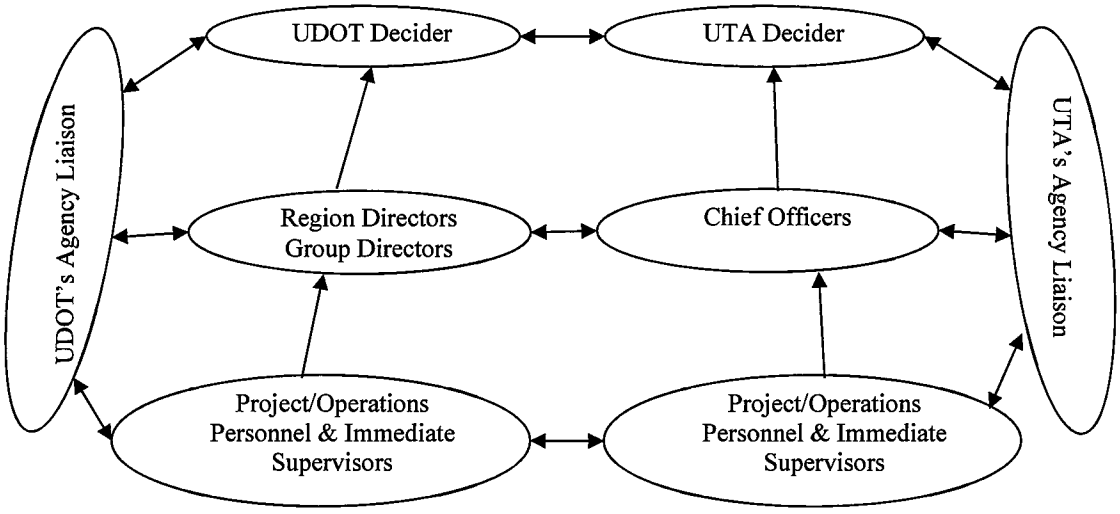
Once an issue is identified, it shall be resolved through the following process:

1) First Level. Because issues may arise in different contexts, the first level in the Issue Resolution process will involve different UTA and UDOT personnel depending on the specific issue. Whenever a UTA and UDOT employee identify an issue that they are unable to resolve between themselves, they should consult with their immediate supervisors or managers as soon as reasonably possible, and the supervisors or managers should notify their respective Agency Liaisons of the issue. The supervisors or managers from the respective agencies should discuss the issue and attempt to arrive at a resolution, in coordination with the Agency Liaisons.

2) Second Level. Issues that are not resolved at the first level should be promptly escalated to the second level, which consists of the applicable Chief Officer at UTA and the applicable Region or Group Director at UDOT, each of whom shall have authority to bind their respective agency. The Agency Liaisons shall remain involved in the discussions.

3) Third Level. Any issues unresolved at the second level in the Issue Resolution process should be promptly escalated to the third and final level, which consists of the UTA Decider and the UDOT Decider. The Agency Liaisons shall remain involved in the discussions. The Deciders shall have the authority to bind their respective agencies.

The Issue Resolution process is summarized in graphical format below:



B. Resolving Issues Efficiently. At all levels of the Issue Resolution process, UTA and UDOT personnel shall work together in good faith to resolve the issue in as efficient a manner as possible by adhering to the following practices:

1) Assemble Information. Assemble all the facts about the issue. Obtain copies of relevant agreements, maps, drawings, etc. that relate to the issue. Consult with people at the agency to understand their positions, perspectives, and constraints. If someone says that something cannot be done, find out why.

2) Understand the Other Side's Perspective. Understand the position and perspective of the other agency, and pass that understanding along to others involved in the Issue Resolution process, specifically including the Agency Liaison. Clearly communicate your agency's position to the other agency.

3) Act with Appropriate Diligence. Understand the level of importance of the issue to both agencies. Identify relevant deadlines, time periods, windows of opportunity, etc. If the issue is urgent for one Agency, it should be deemed urgent for both Agencies.

4) Don't Hold Hostages. Do not use one issue as leverage to secure advantage on another issue. For example, don't withhold approval of one agreement in an attempt to secure approval by the other Agency on another agreement. Evaluate each issue on its own merits.

5) Put it in Writing. Document the resolution of each issue, and make sure all parties understand and agree to the resolution as described. The purpose is not so much to make a formal legal agreement (though that may be warranted in some cases), as to make sure that everyone is on the same page.

C. **Resolving Issues Fairly**. At all levels of the Issue Resolution process, UTA and UDOT personnel shall work together in good faith to resolve issues in as fair a manner as possible by adhering to the partnering principles described above.

D. **Role of Agency Liaisons**. The Agency Liaisons shall act as a clearinghouse for all issues between the Agencies; regardless of where the issue arose or who addressed it previously, the Liaisons should be made aware of all issues and involved in the resolution process. The Liaisons shall meet on a monthly basis, if required (or sooner if necessary) to discuss and attempt to resolve issues between the Agencies.

E. **Identifying Roles**. The current UTA and UDOT Deciders, and the current UTA and UDOT Liaisons are identified in Exhibit A hereto, and may be changed from time to time by written notice to the other Agency. Upon such a change, the Liaisons, with the assistance of legal counsel, shall prepare an updated Exhibit A for execution by the Deciders.

ARTICLE III — PROJECT IMPACTS

A. **Project Impacts Defined.** A "Project Impact," as the term is used here, means an impact to the facilities, property, or system of one Agency (the "Impacted Agency"), caused by a new project, operational change, or other action undertaken by the other agency ("the Impacting Agency"). A common Project Impact is the need to construct facilities on, or otherwise use or occupy property that is owned by the other agency, such as when UDOT is constructing or widening a roadway across, over, or along a UTA right-of-way, or when UTA is constructing a fixed guideway across, over, or along a UDOT right-of-way.

B. **Avoiding and Minimizing Project Impacts.** The Agencies will each endeavor to design their new projects in such a way as to avoid the property and facilities of the other Agency whenever reasonably possible, and to minimize the impact to the property and facilities of the other agency to the extent reasonably possible. Whenever an Agency anticipates the need to construct a facility or otherwise use or occupy the property of the other Agency, the Agencies shall meet as early in the planning, environmental or design phase as is reasonably practicable in order to discuss design concepts and identify Project Impacts. Design of such projects shall be coordinated by the Agencies in an effort to balance factors such as: safety, cost of the project, cost and safety of maintenance of the project, the need for acquisition of private property, capacity and efficiency of each Agency's system, and reasonably foreseeable future need for the property by the Impacted Agency.

C. **Accommodating Project Impacts**. Some project impacts, such as new highway/railway crossings, are unavoidable as each Agency builds out its system. The Agencies mutually agree to accept and accommodate unavoidable Project Impacts.

Other impacts, such as encroachments into the other agency's right-of-way, may be avoidable only at great cost. In the interest of reducing as much as possible the overall cost of providing transportation services to the public, the Agencies mutually agree to accept such impacts to their respective property and facilities whenever reasonably possible. By way of

example only, if one Agency can avoid building a $1,000,000 retaining wall by extending a fill slope onto property owned by the other Agency that is only worth $10,000, that is an impact that should usually be accepted and accommodated by the Impacted Agency.

Notwithstanding the foregoing, the Agencies understand and agree that each Agency is subject to specific rules, regulations, and laws pertaining to the use of their property. By way of illustration only, UDOT is required to follow a particular process when adjusting a No Access line, and UTA is typically required to obtain an Incidental Use Permit before allowing third-party use of FTA-funded property. The Agencies agree that neither Agency should be expected to deviate from such rules in order to accommodate the other Agency's project. The Agencies further agree, however, that it is reasonable to expect each other to make good faith efforts – including making inquiries with FHWA, FTA, or other governing authorities about interpretations, exceptions, or variances from applicable rules – in order to better accommodate the other Agency's projects.

D. Paying for Project Impacts. Some Project Impacts have immediate effects, while others might not be an issue until the Impacted Agency expands its system in the future.

1) Current Project Impacts. In general, the Impacting Agency should include in its project, at its cost, whatever features or improvements are made necessary by its Project, as well as whatever features or improvements are reasonably necessary to minimize the impact to the other agency's property and existing system. By way of example only, if a UTA rail project crosses a UDOT roadway, UTA should pay the cost of applicable crossing safety devices such as lights, gates, medians, signage, etc. Conversely, where UDOT crosses an existing UTA rail line with a new roadway, UDOT should bear the costs of the applicable crossing safety devices.

Notwithstanding the foregoing, pursuant to 23 C.F.R. § 646.210, UTA shall share in the cost of grade separation projects that eliminate an existing at-grade crossing at which active warning devices are in place.

2) Future Project Impacts. In addition to (or instead of) Project Impacts that have immediate effects, other Impacts might not be an issue until the Impacted Agency expands its system in the future. For example, UTA may be able to construct a Bus Rapid Transit project in the open median of a UDOT highway with little current impact, but in so doing may impair UDOT's ability to add additional traffic lanes in the future. Conversely, UDOT may be able to construct a new highway at-grade across an inactive UTA rail corridor with little current impact, but in so doing may increase UTA's cost of constructing and operating a rail line in that corridor in the future when the rail corridor becomes active.

In the case of impacts to future projects, the Agencies will draw a distinction between future projects that are on a Metropolitan Planning Organization's financially constrained Long Range Plan (LRP), and those projects that are not on a financially constrained LRP. Such determination will be made as of the time that the current, impacting project is funded.

a. *Projects on a LRP*. The Impacting Agency should be responsible for impacts to future projects that are included on a LRP. For such future costs, the Impacting Agency may either:

i. Expend funds as part of the current project to avoid future impacts (e.g., building a bridge structure long enough to accommodate a future road or rail widening underneath);

ii. Agree to remove or alter its facility in the future to eliminate the impact (e.g., promising to lengthen the bridge structure in the future, when the future road or rail widening takes place);

iii. Agree to pay the Impacted Agency the cost of resolving impacts in the future, when the future project is undertaken by the Impacted Agency (e.g., promising to pay the Impacted Agency to lengthen the bridge in the future, as part of the road or rail widening project); or

iv. Any combination of the above.

Projects not on a LRP. Projects that fall into this category will be elevated to the Agency Decider of each agency.

E. Agency License Agreements and Project Impacts. If the Project Impact includes the need to construct facilities on, or otherwise use or occupy property that is owned by the other Agency, the Agencies shall address responsibility concerning Project Impacts in an Agency License Agreement in the form attached hereto as Exhibit B. Where the project only has current Project Impacts, no changes or additions need be made to the language of the standard form Agency License Agreement; the features and improvements necessary to address current Project Impacts should be included in the approved design drawings.

Similarly, where the project has future Project Impacts, but the Impacting Agency has elected to address those impacts by designing its current project to avoid those Project Impacts (pursuant to paragraph D.2.a.i, above), no changes or additions need be made to the language of the standard form Agency License Agreement.

Where, however, the Impacting Agency must take action or expend funds in the future in order to address future Project Impacts (whether pursuant to paragraph D.2.a.ii, D.2.a.iii, D.2.a.iv, or D.2.b), the Agencies shall set forth those responsibilities in the Special Conditions section of the Agency License Agreement, along with any other terms particular to the project.

At the option of the Licensee (the Impacting Agency), the Agencies shall execute a recordable Memorandum of Agency License Agreement in the form attached hereto as Exhibit C. The Licensee shall be responsible for preparing legal descriptions and for recording the Memorandum of Agency License Agreement.

If the Project Impact does not involve the need to construct facilities on, or otherwise use or occupy property that is owned by the other Agency, the Agencies shall address responsibility concerning Project Impacts in an agreement prepared with the assistance of Agency counsel.

ARTICLE IV — PROPERTY EXCHANGES

The Agencies frequently need to acquire property — typically small parcels — from each other. In an effort to reduce the accounting paperwork associated with these small transaction, the Agencies hereby establish a ledger of costs attributable to property conveyances (the "Ledger"), to be maintained as described herein.

A. Applicability of Ledger. The Ledger applies only to properties transferred in fee simple from one Agency to the other. The Agencies will not charge each other for permits, licenses, or less-than-fee property transfers (*see* Article VI, *infra*). Only transportation-related assets and improvements are permitted on the Ledger. No single line-item on the Ledger may be for an amount greater than Five Hundred Thousand Dollars ($500,000).

In extraordinary circumstances, the Ledger may be used to account for costs other than property transactions, such as when one agency performs work for the benefit of the other agency. The Ledger shall not be used for such purpose when the benefitting agency has a funded project to pay for such work.

B. Ledger Entries. For each separate property interest to be conveyed from one agency to the other, the Agency conveying the property interest will prepare a Property Interest Exchange Form, in the form attached as Exhibit D hereto. Upon review and execution by the Agency Liaisons, the property interest will be entered on the Ledger. Each entry on the Ledger shall consist of a description of the property interest conveyed, and the cost attributable to that property interest (including, where applicable, the value of improvements located on such property). Only the Agency Liaisons are authorized to make entries on the Ledger. The Agency Liaisons will meet to discuss each transaction, review supporting documentation, and to approve each entry, and in any event will meet at least annually to review the Ledger.

Each Agency will execute necessary documentation to effect the transfer of the property, including deeds or instruments of conveyance in recordable form.

C. Determining Value. The value of properties greater than $250,000 will be determined by an independent appraiser mutually acceptable to both Agencies. For properties worth less than $250,000, the Agencies may agree on a value acceptable to both Agencies; and if no such value can be agreed upon, the property interest will be submitted for independent appraisal as described above. This value will be used on the Ledger.

D. Balancing the Ledger. A running balance will be maintained on the Ledger. It is anticipated that the Ledger will, within the ongoing scope of UDOT and UTA projects, fluctuate in and out of balance. In the event either Agency believes the differential on the Ledger is too great, the Agency Liaisons shall meet and discuss adequate means of bringing the Ledger closer to a balance; this discussion will include a reasonable time frame to bring the balance down. Additionally, either Agency may, by written notice to the other, place a temporary moratorium on any additional items being placed on the side of the Ledger that is currently greater than the other side, until such time as the Ledger has returned closer to balance, at which time the Agency imposing the moratorium will give written notice of the lifting of the moratorium.

E. **Adoption of Existing Ledger.** The Agencies acknowledge and agree that they have been maintaining a Ledger, as described herein, pursuant to that certain Amendment No. 7 to Cooperative Agreement dated January 25, 2011 (the "Ledger Agreement"). The Agencies hereby adopt the existing Ledger, attached hereto as Exhibit E, and agree to use it as the starting point for the Ledger to be maintained as described herein. This Agreement supersedes and replaces the Ledger Agreement, which is of no further force or effect.

ARTICLE V — EXISTING UNLICENSED FACILITIES

From time to time the Agencies may discover that an existing Agency facility was placed on the property of the other Agency without a formal agreement (or the formal agreement cannot be located), but without objection from the Agency that owns the property. In such cases, at the request of either Agency, the Agency Liaisons shall coordinate with appropriate Agency personnel to facilitate the execution of an Agency License Agreement in order to document permission for the facility to remain in place.

Pending execution of an Agency License Agreement to license the facility, the Agencies shall treat the facility as if it is licensed by, and subject to, an Agency License Agreement in the form attached hereto as Exhibit B. Specifically, the Licensee shall abide by the provisions of the Agency License Agreement regarding limitations on access to the facility for maintenance purposes, and the Licensor shall process requests for Rights of Entry and/or Permits as if an Agency License Agreement were already in place.

ARTICLE VI — FEES

The Agencies agree that they will not charge each other application fees, administrative fees, review fees, permit fees, right-of-entry fees, license fees, or other fees typically assessed against third parties in association with entry or license requests. Notwithstanding the foregoing, the Agencies may (but are not required to) charge each other for actual costs incurred due to the other Agency's project, such as charging for flagging and contracted inspectors.

ARTICLE VII — REIMBURSEMENT FOR PROJECT WORK

From time to time, one Agency may agree to perform work, through its own forces or through contractors, that is part of the other Agency's project scope. This may occur, for instance, where the Impacted Agency has particular expertise (or a firm under contract with a particular expertise) with an element of the Impacting Agency's project, or where the Impacted Agency prefers more direct control over the work on its property or system, or where the work can be performed more efficiently by the Impacted Agency due to project timing or other reasons.

In such cases, the Agencies shall document the Impacted Agency's agreement to perform the work, and the terms on which reimbursement will be made by the Impacting Agency. An example of a simple reimbursement agreement is attached hereto as Exhibit F, but because such agreements may arise in a variety of contexts, the Agencies shall consult with their respective legal counsel to ensure that all applicable requirements are met. Such agreements shall be in compliance with all applicable state and federal law, including regulations governing allowable costs.

One common situation arises when UDOT performs work on, over, or around a UTA-owned rail corridor, and UTA provides flagging services. In such cases, the Agencies may document UDOT's reimbursement obligation as a special condition to the Agency License Agreement (or, if no additional property is being licensed, as a special condition to the Right of Entry) containing an itemized estimate of the costs of flagging services in conformance with 23 CFR Part 140, Subpart I.

ARTICLE VIII — GRADE CROSSINGS

The Agencies recognize and agree that pursuant to Utah Code Ann. § 54-4-14 through 54-4-16, UDOT has certain authority over such matters as the establishment, regulation, installation, maintenance, and operation of public highway-railroad crossings, and apportionment of the costs therefor. UDOT exercises such authority through its Office of the Chief Railroad Engineer. The Agencies agree that the Chief Railroad Engineer shall make decisions on crossing design — such as whether a new crossing should be grade-separated or not — based on considerations of public safety, and without preference for or against UDOT, UTA, or any interested third parties.

ARTICLE IX - MISCELLANEOUS

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their officers, employees, representatives, successors and assigns.

B. This Agreement is executed by the parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

C. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt

requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

D. This contract may be terminated without cause by either party, upon sixty (60) days prior written notice being given the other party.

If to UTA:

Utah Transit Authority
Attn: Senior Program Manager/Project Development
669 West 200 South
Salt Lake City, UT 84101

With a Copy to:

Utah Transit Authority
Attn: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to UDOT:

Utah Department of Transportation
Attention: Statewide Utilities & Railroads Engineer
4501 South 2700 West
Box 148380
Salt Lake City, UT 84114-8380

With a Copy to:

Utah Department of Transportation
Attention: Assistant Attorney General
4501 South 2700 West
Box 141200
Salt Lake City, UT 84114-1200

E. This Agreement shall constitute the entire agreement and understanding of the Agencies with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Agency. This Agreement may be executed in any number of counterparts and by each of the Agencies hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

F. This Agreement shall apply to all future projects. Previous agreements shall remain in effect. The Agencies agree to review and supplement or amend this Agreement as necessary, and further agree to comprehensively review the effectiveness of this Agreement no later than three (3) years from the Effective Date. Such review shall be coordinated by the Agency Liaisons.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the Effective Date.

UTAH TRANSIT AUTHORITY

By: _____
Michael Allegra
President/CEO

By: _____
W. Steven Meyer
Chief Development Officer

Reviewed and Approved as to Form for UTA:

_____
UTA Legal
UTA Contract No.: 15-1249

Recommended for Approval:

By: _____
Statewide Utilities & Railroads Engineer

Date: 19 May 2015

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Carlos Braceras
Executive Director

Date: 6/9/15

Approved as to Form:

By: _____
Assistant Attorney General

Date: 5/19/2015

EXHIBIT A

UDOT/UTA Personnel Chart

As of the execution of this Exhibit A – UDOT/UTA Personnel Chart, the applicable roles are filled by the following people:

UDOT Decider	Shane Marshall	
UTA Decider	Steve Meyer/Jerry Benson	Typically, Steve Meyer will serve as the UTA Decider. If, however, Steve Meyer was involved in the Second Level of the Issue Resolution process (acting as Chief Development Officer), then Jerry Benson will serve as the UTA Decider.
UDOT's Agency Liaison	Richard Manser	
UTA's Agency Liaison	Grey Turner	

The Deciders are authorized to amend or update the personnel listed herein by executing a new Exhibit A.

Notice of an amended or updated UDOT/UTA Personnel Chart shall be mailed to the following:

UDOT:

Utah Department of Transportation
Attn: Statewide Utilities & Railroads Engineer
4501 South 2700 West
Box 148380
Salt Lake City, UT 84114-8380

With a copy to:
Utah Department of Transportation
Attn: Assistant Attorney General
4501 South 2700 West
Box 141200
Salt Lake City UT 84114-1200

UTA:

Utah Transit Authority
Attn: Grey Turner
669 West 200 South
Salt Lake City, Utah 84101-1014

With a copy to:

Utah Transit Authority
Attn: General Counsel
669 West 200 South
Salt Lake City, Utah 84101-1014

UDOT Decider

UTA Decider

EXHIBIT B

FORM OF AGENCY LICENSE AGREEMENT
AGENCY LICENSE AGREEMENT

This AGENCY LICENSE AGREEMENT ("Agreement") is entered into between the Utah Department of Transportation, an agency of the State of Utah ("UDOT") and Utah Transit Authority, a public transit district organized pursuant to the Utah Public Transit District Act ("UTA"). UDOT and UTA may be referred to hereafter as an Agency or Agencies, as the context requires.

General:	[Brief description of Project, Facility, and Property]
Contract:	[Licensee's Contract No.]
Project:	[Licensee's Project No.]
Licensor:	[Identify Licensor – UTA or UDOT]
Licensee:	[Identify Licensee – UTA or UDOT]
Property:	[Specifically identify Property subject to License]
Facility:	[Specifically describe Licensed Facility]
Emergency Access Manager:	UTA TRAX Control 801-287-5455 (TRAX light rail corridors) UTA Rail Traffic Control 801-502-2899 (FrontRunner right-of-way) UDOT Operations Center 801-887-3700
Effective Date:	[Write this in after Agreement is fully executed]

1. Rights Granted. Licensor hereby grants to Licensee a non-exclusive License to place and keep the Facility on the Property, in the location shown in the Design Plans, attached hereto as Exhibit A.

    a. *Construction Access.* Licensee or its Contractor shall be required to apply to Licensor for a Right of Entry and/or Track Access Permit, or Encroachment Permit to enter the Property for the purpose of constructing or installing the Facility. Licensor will grant such Right of Entry and/or Permit on reasonable terms and conditions. Licensee shall not enter Licensor's property without a permit and agrees to comply with the conditions of the permit.

    b. *Maintenance Access.* Whenever Licensee or its Contractor needs to enter the Property for the purpose of inspecting, maintaining, or repairing the Facility, Licensee shall apply to Licensor for a Right of Entry and/or Permit for such purpose, and Licensor shall grant such Right of Entry and/or Permit on reasonable terms and conditions.

    Licensee does not need to apply for a Right of Entry and/or Permit for inspection, maintenance, and repair activities that pose no safety risk and can be safely performed within areas of the Property such as areas designated for

public pedestrian use, areas separated from highway or rail traffic by a fence, or areas separated from the Licensor's use by a grade separated structure, so long as the Licensee's activities pose no risk (e.g., falling debris or damage to structure). Additionally, Licensee does not need to apply for a Right of Entry and/or Permit for maintenance activities undertaken in a manner similar to allowed use of the Licensed Property by the public such as, for example, driving a snowplow or a paint truck over a grade crossing in compliance with traffic control devices.

c. *Timing.* Except in the event of an emergency, Licensee shall request permission from Licensor (in the manner described in subparagraphs (a) and (b) above) at least ten days prior to performing Construction or Maintenance within the Property.

d. *Emergency Access.* Licensee shall have the right to enter the Property if necessary to protect against imminent and serious injury or damages to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of Licensor, the general public, or of any person or party that also uses the Property (such as freight operators in the case of UTA Property). Licensee must notify the Emergency Access Manager prior to entering the Property.

2. Construction. Licensor has had the opportunity to review and approve the Design Plans, and Licensee shall construct the Facility in a good and workmanlike manner, and in accordance with the Design Plans attached as Exhibit A, and the Work Plans (if any), attached hereto as Exhibit B. Licensor's review and approval of the Design Plans is for Licensor's benefit alone and shall not be construed as an affirmation that the Design Plans are adequate for the purposes of Licensee or others.

3. Design Changes. If the design or location of the Facility changes after the execution of this Agreement for any reason, (whether because the Agreement was executed before design was final, or because conditions in the field required a change, or due to maintenance, repair, or replacement activities in the future), Licensee shall submit the proposed changes to Licensor for review and approval. Such approval shall not be unreasonably withheld, conditioned, or delayed, and may be formalized in a letter or other documentation of approval short of an amendment to this Agreement.

4. Maintenance. Licensee shall be responsible for maintaining, repairing, and replacing the Facility as necessary to keep it in good and serviceable condition.

5. Costs. Construction and Maintenance of the Facility will be performed at Licensee's sole cost and expense.

6. Construction and Maintenance Conditions. All Construction and Maintenance activities of Licensee shall be subject to the following terms and conditions:

a. *Observation.* Licensor shall have the right, but not the obligation, to observe all Construction and Maintenance activities, and to suspend such activities

upon notification to Licensee if Licensor reasonably believes that such activities (i) are not in compliance with the Design Plans or Work Plans, (ii) pose a safety risk, or (iii) pose a risk to the Property or to Licensor's facilities, or to the operations conducted thereon.

b. *Utilities.* Licensee shall properly locate all utilities in the area of the Construction or Maintenance activities, and shall not damage or interfere with any such utilities.

   i. *Fiber in Union Pacific Railroad Corridors.* Where the Property consists of UTA rail corridor owned or formerly owned by UPRR, Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Facility.

c. *Compliance with Law.* Licensee shall construct and maintain the Facility in compliance with all regulations promulgated by any governmental authority including, without limitation, the regulations of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Facility in compliance with all applicable environmental laws.

d. *Contaminated Soils.* The Property may have contaminated soils. Licensee shall characterize any soil excavated on the Property that appears to be contaminated based on odor or visual appearance, and if such characterization confirms the presence of contamination, Licensee shall properly dispose of such soils in conformance with all applicable laws.

e. *Release of Contamination.* If any hazardous substances (specifically including but not limited to fuel) are released or spilled on the Property during Licensee's construction or maintenance activities, Licensee shall remediate the affected area in accordance with all applicable laws.

7. No Warranties. Licensor licenses the Property as-is, with no warranties as to condition or title, and subject to any outstanding superior rights previously conveyed or granted to third parties by Licensor or Licensor's predecessors in interest, and the right of Licensor to renew and extend the same.

8. Relocation. Licensor shall remain the owner of the Property on which the Facility is constructed and this Agreement does not give Licensee any property rights in the Property, except as specified in this Agreement. If, after the effective date of this Agreement, Licensor needs to use the Property for its purposes, or if Licensor reasonably determines that the Facility is a hazard or interferes with Licensor's purposes, then Licensor may order the removal, reconfiguration, or relocation of the Facility at Licensor's sole cost and expense.

See Exhibit C, Special Conditions, for any specific provisions relating to relocation or allocation of responsibility for impacts to Licensor's future projects. Such terms override any conflicting terms in this paragraph 8.

9. Access to Property by Licensor. The Licensor remains the owner of the Property, and generally the Licensor retains all rights with respect to the Property. When, however, the Facility poses safety risks to persons on or near the Facility (such as roadways, rail lines, or bus rapid transit lanes), the Licensor (or its Contractor) shall seek a Right-of-Entry and/or Permit from the Licensee before entering the Property for construction, inspection, maintenance, or replacement purposes. Licensor shall abide by the terms of such permits, specifically including applicable safety procedures.

   Such permits shall be granted as expeditiously as possible by the Licensee, in recognition that Licensor remains the owner of the Property. In no event may Licensee require Licensor to pay any fees or costs associated with such entry, including costs of flagging and inspectors contracted by Licensee. Licensee may require Licensor's Contractor to obtain insurance in accordance with Licenee's then-current insurance requirements.

   Licensor does not need to apply for a Right of Entry and/or Permit for inspection, maintenance, and repair activities that pose no safety risk and can be safely performed within areas of the Property such as areas designated for public pedestrian use, areas separated from highway or rail traffic by a fence, or areas separated from the Licensee's use by a grade separated structure, so long as the Licensor's activities pose no risk (e.g., falling debris or damage to structure). Additionally, Licensor does not need to apply for a Right of Entry and/or Permit for maintenance activities undertaken in a manner similar to allowed use of the Licensed Property by the public such as, for example, driving a snowplow or a paint truck over a grade crossing in compliance with traffic control devices.

10. Third Party Rights. This License applies only to the Property. Licensee shall be solely responsible for obtaining any property rights, easements, licenses, franchises, or other rights from third parties that are necessary to construct or maintain the Facility.

11. Future Third Party Facilities. Licensor shall not grant easements, licenses, franchises, or other interests in the Property that would interfere with Licensee's Facility or Licensee's use of the Property. Licensor further agrees to notify Licensee of any requests for easements, licenses, franchises or other interests in the Property, and to provide Licensee with an opportunity to review and approve such requests, which review and approval shall not be unreasonably delayed, conditioned or withheld.

12. Insurance. Licensor and Licensee are both self-insured, and agree to maintain such self-insurance programs adequately funded to cover the risks and obligations arising from this Agreement. If a contractor is to perform work on the Property, Licensor may require such contractor to obtain insurance in accordance with Licensor's then-current insurance requirements.

13. Indemnity. Licensee agrees to protect, defend, release, indemnify and hold harmless Licensor and any successors, officials, agents and employees of Licensor from and against any and all claims, demands, judgments, costs, and expenses ("Losses") resulting from: (a) negligence on the part of Licensee or any employees, officials, agents or contractors of Licensee related to the design, construction, maintenance or other work performed by or on behalf of Licensee on the Facilities within the Property; and (b) negligence on the part of Licensee or any employees, officials, agents or contractors of Licensee in the use of the Facilities within the Property, or (c) Licensee's breach of any provision of this Agreement. Licensee's indemnity obligation shall not extend to Losses to the extent that such Losses are due to Licensor's negligence or willful misconduct.

14. Governmental Immunity. Both Agencies are governmental entities as defined by the Governmental Immunity Act of Utah, U.C.A. §63G-7-101 *et seq.*, and nothing in this Agreement shall be deemed of waiver of any of the defenses or protections afforded by such Act.

15. General Provisions.

    (a) *Waiver.* Failure of either Agency at any time to require performance of any provision of this Agreement shall not limit the Agency's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

    (b) *Entire Agreement.* This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Agencies regarding the subject matter hereof. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Agency.

    (c) *Counterparts.* This Agreement may be executed in any number of counterparts and by each of the Agencies hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument

    (d) *Applicable Law.* This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah.

16. Special Conditions. Special conditions to this Agreement, if any are attached hereto as Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

[signatures on following page]

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

UTAH TRANSIT AUTHORITY

APPROVED AS TO FORM:

By: _____

_____
UTA Legal

By: _____

UTAH DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
Region Utility and Railroad Coordinator

Date: _____

By: _____
Region Director

Date: _____

Reviewed by:

By_____
Statewide Utilities & Railroads Engineer

Date:_____

UDOT Comptroller's Office

By:_____
Contracts Administrator

Date:_____

Approved as to Form:

By_____
AssistantAttorney General

Date:_____

Exhibit A

Design Plans

[attach approved design drawings]

Exhibit B

Work Plans

[if there are special rules or conditions about the method or manner of work, attach them here]

Exhibit C

Special Conditions

[if there are other special conditions, attach them here]

Examples of Special Conditions:

- Specific design or work requirements that are not reflected in the Design Drawings or Work Plans, or which the Licensor wants to emphasize.

- Specific notices or procedures, such as with regard to known or suspected contaminated soils.

- Allocation of responsibility for addressing or paying for future Project Impacts (see generally Article III of the MOA). Such provisions generally act as an exception to the Relocation provisions in paragraph 8 of this Agreement.

EXHIBIT C

FORM OF RECORDABLE MEMORANDUM OF AGENCY LICENSE AGREEMENT

When Recorded, Return to:

[Licensee's Address]

MEMORANDUM OF
AGENCY LICENSE AGREEMENT
(Description of impact: e.g., "highway widening" or "grade crossing")

[List the following items:
Parcel No. XXXXX
Project No, etc.
Location
Contract No.]

This Memorandum of Agency License Agreement is entered into by UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah ("UTA") and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah ("UDOT").

1. By that certain Agency License Agreement (the "Agreement"), dated as of _____, between UDOT and UTA, ***[identify Licensor]*** ("Licensor") granted a license to ***[identify Licensee]*** ("Licensee") for ***[briefly describe project and the licensed facilities]*** (the "Facilities"). The License was granted to construct, maintain and operate the Facilities. All provisions of the Agreement are incorporated herein by reference.

2. The dimensions and specifications of the Facilities are set forth in the Agreement. The legal description, including the plans of the Facilities, of the property impacted are set forth on Exhibit "A", (the "License Area") attached hereto and incorporated by reference.

3. Construction means the initial installation of the Facilities in the License Area, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Facilities.

3. Maintenance means the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing or similar work with respect to the Facilities.

4. Licensee has the right to enter the License Area in the event of any emergency to make repairs necessary to protect against imminent and serious injury or damages to persons or property. Licensee is required to notify the Licensor's Emergency Access Manager of the emergency access and the work being performed prior to entering the License Area. Otherwise, Licensee shall request permission from Licensor at least ten days or shorter period as approved by Licensor prior to performing any Construction or Maintenance.

5. Subject to the provisions in the Agreement and in the Partnering Agreement dated _____, the rights granted pursuant to the Agreement shall be subject and subordinate to the prior and continuing right and obligation of Licensor, to fully use the License Area, including the right and power of Licensor to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing facilities upon, along, above, or across any or all parts of Licensor's property.

6. The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to third parties by Licensor, or its predecessors in interest, and the right of Licensor to renew and extend the same.

DATED this ____ day of _____, 20__.

[***Insert appropriate signature and notary blocks***]

EXHIBIT D

FORM OF PROPERTY INTEREST EXCHANGE FORM

PROPERTY INTEREST EXCHANGE FORM

The following property interest will be conveyed from [*UDOT to UTA*] [*UTA to UDOT*]

[*INSERT DESCRIPTION*]

The agreed-upon value of this property interest, to be entered on the UDOT/UTA Ledger, is $_____ [not to exceed $500,000]. Any supporting documentation (including any appraisal or other estimate of value) for this value has been made available to both parties, attached below, the parties acknowledge acceptance of the same.

Dated this ____ day of _____, 20__

UTAH TRANSIT AUTHORITY

By: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Attached documents: [insert list of documents]

EXHIBIT E

Ledger as of Effective Date:

UDOT - UTA PROPERTY EXCHANGE COST LEDGER
(Amendment No. General-7 to Cooperative Agreement, signed Jan 25, 2011)

Exchange Number	Description	UDOT Region	From	To	Value	Date Signed	UDOT Owes	UTA Owes
1	Increased Future Bridge Maintenance Due to Proximity of LRT Bridge over I-215 in West Valley City	2	UDOT	UTA	$200,000	19-Jan-12		$200,000
2	Extended CommuterRail Structures Over I-215 in Murray	2	UTA	UDOT	$250,000	12-Apr-12	$375,000	
3	I-80 TRAX Parcels (13)	2	UDOT	UTA	$125,000	12-Apr-12		$125,000
4	Reconstruct North Temple Storm Drain Box Built Around Questar Gas Main	2	UTA	UDOT	$72,207	12-Apr-12	$72,207	
5	Betterment of I-80 Sign Bridge Replaced by Airport LRT Project	2	UTA	UDOT	$97,500	23-Aug-12	$97,500	
6	SR-201 Parcels for West Valley LRT Project	2	UDOT	UTA	$126,500	Pending		$126,500
				Running Total			**$544,707**	**$451,500**
				Balance			**$93,207**	**($93,207)**

EXHIBIT F

FORM OF PROJECT REIMBURSEMENT AGREEMENT

This PROJECT REIMBURSEMENT AGREEMENT ("Agreement") is entered into between the Utah Department of Transportation, an agency of the State of Utah ("UDOT") and Utah Transit Authority, a public transit district organized pursuant to the Utah Public Transit District Act ("UTA"). UDOT and UTA may be referred to hereafter as an Agency or Agencies, as the context requires.

RECITALS

WHEREAS, [*identify Agency*] (the "Project Agency") is engaged in a project to [*describe project*] (hereafter, the "Project");

WHEREAS, [*identify Agency*] (the "Work Agency") has agreed to perform, or to cause its contractor to perform, certain work for the Project consisting of [*briefly describe scope of work*] (hereafter, the "Work"), at the Project Agency's sole cost and expense; and

WHEREAS, the Agencies desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

AGREEMENT

NOW, THEREFORE, on the stated recitals, and for good and valuable consideration, the Agencies agree as follows:

1. WORK. The Work Agency ["*agrees to perform" or "agrees to cause its contractor to perform*"] [*describe services to be performed*], as more particularly set forth on the Scope of Work attached hereto as Exhibit A.

2. ESTIMATED COST. An itemized estimate of the cost of the Work is attached hereto as Exhibit B.

3. SPECIAL PROVISIONS. The Project Agency has fully disclosed to the Work Agency special requirements imposed on the Work, or for reimbursement of the Work, by Project conditions, state or federal regulations, to ensure that the Work is performed and documented in a manner that can be reimbursed. Special requirements and any applicable state and federal requirements are attached to this Agreement as Exhibit C.

4. INVOICING. The Work Agency shall submit invoices to the Project Agency as the Work progresses, reflecting Work that has been completed. The Work Agency shall provide the Project Agency with documentation supporting the invoice, reasonably acceptable to the Project Agency. The Project Agency will pay the Work Agency promptly upon receipt and approval of a complete, properly supported invoice for the Work.

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

UTAH TRANSIT AUTHORITY

APPROVED AS TO FORM:

By: _____

_____
UTA Legal

By: _____

UTAH DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
Region Utility and Railroad Coordinator

Date: _____

By: _____
Region Director

Date: _____

Reviewed:

By_____
Statewide Utilities & Railroads Engineer

Date:_____

UDOT Comptroller's Office

By:_____
Contracts Administrator

Date:_____

Approved as to Form:

By_____
Assistant Attorney General

Date:_____

UTAH TRANSIT AUTHORITY

UTA

EXHIBIT G

Utah Transit Authority Board Policy

3.2 Service Planning Implementation

Service Planning Implementation

Board of Trustees Policy No. 3.2

Application: Board of Trustees and Local Advisory Council

I. Purpose: The purpose of this policy is to establish a uniform process for planning, implementing, and managing the Authority's transit service planning to ensure transparency and collaboration with communities, regional partners, and stakeholders.

II. Definitions:

A. Transit Service Planning means the act of identifying, evaluating and implementing public transit services on all modes including bus, demand-response, paratransit and rail.

B. Change Day means the three regularly-scheduled dates in April, August and December of each year, at which time the Authority implements changes in transit service.

C. Metropolitan Planning Organization ("MPO") means an organization designated to carry out the metropolitan transportation planning process.

III. Policy: The approval and implementation of the Authority's Service Planning process will proceed as described below and on Exhibit A.

A. Regional Transportation Plans ("RTPs")

1. RTPs are the plans developed by each of the Wasatch Front MPOs (Wasatch Front Regional Council and Mountainland Association of Governments) that set the direction and long-term vision for the Wasatch Front's transportation system, in coordination with future growth assumptions. Their primary purpose is to phase the implementation of major transportation investments and to guide federal funding priorities.

2. The RTPs are developed through collaborative processes with input from state, regional, and local leaders. The Authority will participate in the development of the RTPs by identifying transit needs and providing technical expertise and scenario planning tools.

3. The RTPs include major roadway, transit, and active transportation projects. Transit projects identified in the RTPs include both rail-based (commuter, light rail) and significant bus enhancements (bus rapid transit, core route). The RTPs do not include local bus, demand-response transit, or paratransit modes, although ongoing funding of capital and operating expenses of these services is assumed and accounted for in the RTP as programmatic elements.

4. Projects in the RTPs are categorized into funding phases and anticipated timelines. The RTPs rely on assumed new revenues that create a fiscal constraint of what projects can be implemented in each phase. If a project is in the first phase of an RTP, the Authority will begin working with stakeholders to further evaluate and determine whether the project should move towards funding and implementation.

5. The RTPs are updated every four years and approval authority resides with the MPO technical and policy committees.

B. Five-Year Mobility Plan

1. The Authority will collaborate with counties and local municipalities on a two-year cycle to prepare and update a Five-Year Mobility Plan.

2. The Five-Year Mobility Plan will serve as a rolling, annual work plan that guides the Authority's service planning decisions.

3. The Five-Year Mobility Plan will include all modes within the Authority's portfolio, as well as active transportation initiatives, and will be financially constrained by available funding levels or planned use of committed new revenues.

4. During the Five-Year Mobility Plan phase, the Authority will facilitate a collaborative process in which the counties, local municipalities, and members of the community participate in workshops to establish transit service goals, explore various service network design scenarios, and coalesce around a vision for the Authority's service. This direction will be captured and presented in a Draft Five-Year Mobility Plan.

5. The Authority will conduct a second round of outreach to solicit community feedback on the draft Five-Year Mobility Plan. This step will include consultation with each County within the Authority's service area.

6. Feedback received on the draft Five-Year Mobility Plan will be considered and incorporated, as appropriate, into a final Five-Year Mobility Plan.

7. The Authority's Local Advisory Council will review the Five-Year Mobility Plan, and make a recommendation to the Board of Trustees for approval of the Plan with any suggested revisions.

8. Final approval authority of the Five-Year Mobility Plan lies with the Authority's Board of Trustees.

C. Annual Service Changes

1. The Authority will review the Five-Year Mobility Plan annually to develop implementation plans for changes to its service.

2. Prior to moving forward with any recommended service changes, the Authority will consult with any affected local governments to discuss the Five-Year Mobility Plan and the associated implementation measures being considered. If substantial concerns or questions are raised, the recommended service changes will be postponed and reconsidered in the next update to the Five-Year Mobility Plan.

3. The Authority will conduct a public hearing on any major service changes in compliance with its policies and federal requirements. If substantial concerns are raised during this phase, the proposed service changes may be modified to address the concerns or may be postponed and reconsidered in the next update to the Five-Year Mobility Plan.

4. The Authority will conduct at Title VI Service and Fare Equity analysis in compliance with its policies and federal requirements to determine if the proposed service changes pose disproportionate impacts to protected classes. The Board of Trustees will approval of the Title VI analysis and determine if the implementation of the proposed service changes should proceed.

5. If no substantial concerns are raised, the Authority will proceed with a comprehensive production process which includes schedule creation, bus and operator assignments, run-cutting and compliance with collective bargaining agreements, marketing and promotions, bus stop and on-street changes, printed and electronic information.

D. Service Implementation. Transit service implementation occurs at the designated service Change Days. These Change Days occur three times per year: in April, August, and December. The April and December Change Days are reserved for seasonal ski service. The August Change Day is targeted for all other changes to timing, routing, as well as addition or reductions of service as outlined in the Five-Year Mobility Plan.

E. Comprehensive System Analysis

1. The Authority will conduct a comprehensive analysis of the entire service network associated with each update to the Five-Year Mobility Plan. This includes evaluation of existing services against the Authority's established Service Design Guidelines to determine if a service is meeting minimum performance thresholds.

2. At the conclusion of this analysis, the Authority will determine whether a service not meeting minimum standards should be modified, discontinued, or receive additional marketing promotion. Similarly, services meeting or exceeding performance standards will be evaluated to determine if they warrant additional resources, frequency, or span.

3. Recommendations from the Comprehensive System Analysis will be incorporated into the next update to the Five-Year Mobility Plan.

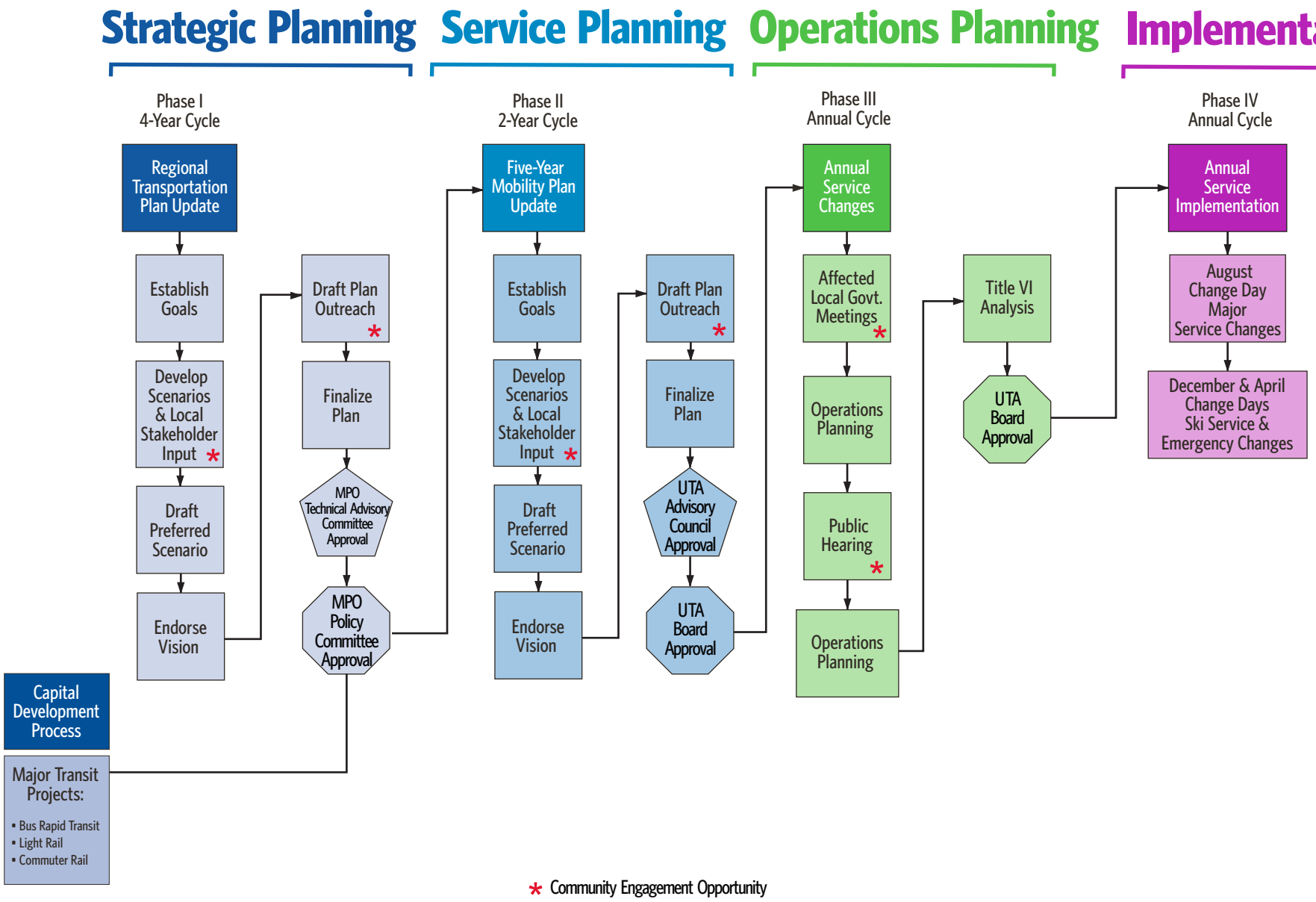
Cross References:

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
2-20-2019	R2019-02-03	Revised to reflect process changed, renamed, and renumbered from Executive Limitations Policy No. 2.1.4 – Changes to Levels of Service and Routing to Executive Limitations Policy No. 1.4.2 – Service Planning Implementation.
	R2019-06-01	Renumbered and renamed from Executive Limitations Policy No. 1.4.2 – Service Planning Implementation to Board Policy No. 3.2 – Service Planning Implementation; reformatted and revised to reflect name change from Local Advisory Board to Local Advisory Council.

Exhibit A

UTA Service Planning and Implementation Process



Revised 6-14-19

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Acting Director of Capital Construction Brandon Heath, Civil Engineer

TITLE:

Contract: Bus Stop Improvements for Salt Lake County 2022 (Landmark Companies)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve purchase order 22-03583BM with Landmark Companies and authorize the Executive Director to execute the purchase order and associated disbursements in the amount of $297,220.79.

BACKGROUND:
UTA is currently working to improve system bus stops through various funding sources. This construction package was developed using the Salt Lake County 4th Quarter sales tax funding. The contractor was procured through the State Contract via Gordian. An independent cost estimate was developed to verify fair and reasonable pricing.

DISCUSSION:
UTA Staff is requesting approval of purchase order #223583 with Landmark Companies to construct 23 bus stops in Salt Lake County. The scope of work includes concrete flatwork, curbing, curb walls, and associated landscaping.

CONTRACT SUMMARY:

Contractor Name:	Landmark Companies
Contract Number:	PO 22-03583BM
Base Contract Effective Dates:	Date of Board approval through 12/31/2022

Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$297,220.79
Procurement Method:	State Contract
Budget Authority:	Capital Projects 2022 Budget - MSP 229

ALTERNATIVES:

The agency could choose not to construct the bus stops or alternatively, go out for bid on this effort.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program.

ATTACHMENTS:

- UTA PURCHASE ORDER 223583 Landmark Companies Inc SL Co. Bus Stops 2022 with
- 22-03583BM Landmark - UTA - Salt Lake City - Bus Stops with Insurance

Landmark Companies Inc **1670 S Hwy 165 Suite 101** **Providence UT 84332**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**223583**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER	**PO DATE**
			1500588	6/20/2022
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Motes, Brian	1 of 1

Confirmation: Do not Duplicate — Ship as soon as possible. Early Shipments Allowed

Utah Transit Authority Is Tax Exempt — Total PO Value: 297,220.79 — Motes, Brian

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010737	6/20/22	EA	40-3229.68912	SL Co Bus Stop Construction	.0000	297,220.79

State of Utah ezIQC Contract Number: MA3939 22-03583BM for the Salt Lake County Bus Stop Improvements 2022. See the attached Insurance Requirements on page 2 and 3 of this Purchase Order.

*Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at **http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx**. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).*

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

GENERAL INSURANCE REQUIREMENTS

All construction on UTA property requires Railroad Protective Liability Insurance (RRPLI) on top of the General Liability Insurance. Below is the list of the general insurance requirements for crossing UTA right of way. These limits may be adjusted depending on the type of license.

1. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least $2,000,000 each occurrence or claim and an aggregate limit of at least $4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee and/or Contractor in the Agreement. Exclusions for railroads (except where the Work is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
    A. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
2. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least $2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
3. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
4. **Railroad Protective Liability Insurance:** During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA as the only named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. If construction or maintenance within 50 feet of an active railroad track will cost more than $10 million, will take longer than 12 months or involves bridgework (such as new bridge construction, structural repair to bridges, widening of bridges and bridge demolition), special limits may be required. A. If the contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided by the contractor must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
5. **Umbrella or Excess Insurance:** If Licensee and/or Contractor utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.
6. **Other Insurance Provisions**
    A. Licensee and/or Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's and/or Contractor's insurance shall be primary with respect to any insurance carried by UTA. Licensee's and/or Contractor's policy(ies) shall contain a provision that the insurance company will furnish UTA 30 days' advance written notice of any cancellation or lapse, or the effective date of any reduction in the amount or scope of coverage.

B. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.

C. The fact that insurance is obtained by Licensee and/or Contractor shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

D. Licensee and/or Contractor and their insurers shall name Utah Transit Authority as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the crossing or work.

DocuSign Envelope ID: 4B208D8C-B430-4F90-8078-C582DCFB6718

GORDIAN®

Work Order Signature Document

State of Utah ezIQC Contract Number: MA3939

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number:	106440.00	Work Order Date:	06/02/2022
Work Order Title:	UTA - Salt Lake City - Bus Stops		
Owner Name:	UTAH - Utah Transit Authority	Contractor Name:	Landmark Companies
Contact:	Brian Motes	Contact:	Cory Swallow
Phone:	801-287-3059	Phone:	
		Email:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Bus stop concrete

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $297,220.79

Owner Purchase Order Number:

Approvals

Owner Date

Cory Swallow 06/14/2022

Contractor Date

DocuSigned by:
Michael L. Bell
70E33A415BA44F6...

Michael L. Bell

Utah Assistant Attorney General

6/20/2022

DocuSign Envelope ID: 4B208D8C-B430-4F90-8078-C582DCFB6718

GORDIAN®

Detailed Scope of Work

Print Date: June 02, 2022

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops
Contractor: MA3939 - Landmark Companies
Brief Scope: Bus stop concrete

To: Cory Swallow
Landmark Companies
729 S Main St
Logan, UT 84321
No Data Input

From: Brian Motes
UTAH - Utah Transit Authority
No Data Input
No Data Input,
801-287-3059

☐ **Preliminary** ☐ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Scope of Work Remove and install 23 Bus Stops according to drawings and following documents: 1) Attachment #1 - UTA Bus Stop Improvements Final Plans 2) Attachment #2 - Carlise Bus Stop Master Plan 3) Attachment #3 - Warnock Irrigation Mainline 4) SL Co 4th Q May 2022 Construction SOW

Owner — Date

Contractor — 06/14/2022 Date

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GORDIAN®

Contractor's Price Proposal Summary - CSI

Print Date: June 02, 2022

Work Order Number: 106440.00

Work Order Title: UTA - Salt Lake City - Bus Stops

Contractor: MA3939 - Landmark Companies

Proposal Value: $297,220.79

Proposal Name: UTA - Salt Lake City - Bus Stops

01 - General Requirements	**$189,159.88**
02 - Site Work	**$19,057.31**
03 - Concrete	**$47,321.94**
10 - Specialties	**$5,739.06**
31 - Earthwork	**$1,004.50**
32 - Exterior Improvements	**$27,675.89**
41 - Material Processing And Handling Equipment	**$7,262.21**
Proposal Total	**$297,220.79**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

DocuSign Envelope ID: 4B208D8C-B430-4F90-8078-C582DCFB6718

GORDIAN®

Contractor's Price Proposal Detail - CSI

Print Date: June 02, 2022

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops
Contractor: MA3939 - Landmark Companies
Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

01 - General Requirements

1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.							$5,000.00
					Installation	Quantity 5,000.00	x	Unit Price 1.00	x	Factor 1.0000	=	Total 5,000.00		
					Permits									
2	01 22 20	00 0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.									$41,379.43
					Installation	Quantity 720.00	x	Unit Price 48.34	x	Factor 1.1889	=	Total 41,379.43		
					4 guys each site for 3 days									
3	01 22 20	00 0008	0001	MOD	For Foreman, Add									$863.14
					Installation	Quantity 300.00	x	Unit Price 2.42	x	Factor 1.1889	=	Total 863.14		
4	01 22 20	00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.									$34,813.85
					Installation	Quantity 720.00	x	Unit Price 40.67	x	Factor 1.1889	=	Total 34,813.85		
					4 guys each site for 3 days									
5	01 22 20	00 0030		HR	Sprinkler InstallerFor tasks not included in the Construction Task Catalog® and as directed by owner only.									$29,895.41
					Installation	Quantity 368.00	x	Unit Price 68.33	x	Factor 1.1889	=	Total 29,895.41		
					2 guy each site for 2 days									
6	01 22 20	00 0030	0001	MOD	For Foreman, Add									$748.15
					Installation	Quantity 184.00	x	Unit Price 3.42	x	Factor 1.1889	=	Total 748.15		
7	01 22 23	00 0280		WK	1,500 LB Capacity, 60" Wide, Skid-Steer Loader With Full-Time Operator									$21,176.00
					Installation	Quantity 6.00	x	Unit Price 2,968.57	x	Factor 1.1889	=	Total 21,176.00		
8	01 22 23	00 0304		WK	Auger Attachment (Excludes Bits And Extensions) For Skid-Steer Loaders									$1,777.57
					Installation	Quantity 6.00	x	Unit Price 249.19	x	Factor 1.1889	=	Total 1,777.57		

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops

Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

01 - General Requirements

9	01 22 23	00 0393		WK	24" Compaction Wheel Attachment For Hydraulic Excavators								$5,206.67
						Quantity		Unit Price		Factor	=	Total	
				Installation		6.00	x	729.90	x	1.1889	=	5,206.67	
10	01 55 26	00 0120		EA	Placement And Removal Of Up To 250 Cones By Hand From Roadside								$353.70
						Quantity		Unit Price		Factor	=	Total	
				Installation		250.00	x	1.19	x	1.1889	=	353.70	
11	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.								$31,717.83
						Quantity		Unit Price		Factor	=	Total	
				Installation		22.00	x	1,212.65	x	1.1889	=	31,717.83	
				22 Locations									
12	01 74 19	00 0013		EA	10 CY Dumpster (2 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.								$16,228.13
						Quantity		Unit Price		Factor	=	Total	
				Installation		30.00	x	454.99	x	1.1889	=	16,228.13	

Subtotal for 01 - General Requirements **$189,159.88**

02 - Site Work

13	02 41 13	13 0020		SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving								$490.97
						Quantity		Unit Price		Factor	=	Total	
				Installation		29.00	x	14.24	x	1.1889	=	490.97	
				22 Locations									
14	02 41 19	13 0015		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.								$18,034.69
						Quantity		Unit Price		Factor	=	Total	
				Installation		22.00	x	689.51	x	1.1889	=	18,034.69	
				22 Locations									
15	02 90 20	00 0006		EA	13" - 24" DBH Tree Removal and Place on Right-of-Way								$531.65
						Quantity		Unit Price		Factor	=	Total	
				Installation		2.00	x	223.59	x	1.1889	=	531.65	

Subtotal for 02 - Site Work **$19,057.31**

03 - Concrete

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops

Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
03 - Concrete						
16	03 01 30	71 0041		LF	>1/4" To 1/2" Wide, Non-Sag Elastomeric Polyurethane Sealant, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Cartridge Tool (Sikaflex® Concrete Fix)	$1,826.51
				Installation	Quantity 270.00 x Unit Price 5.69 x Factor 1.1889 = Total 1,826.51	
				Seal Joints		
17	03 11 13	00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork	$1,062.52
				Installation	Quantity 270.00 x Unit Price 3.31 x Factor 1.1889 = Total 1,062.52	
18	03 31 13	00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slabs Assembly	$21,187.91
				Installation	Quantity 2,912.00 x Unit Price 6.12 x Factor 1.1889 = Total 21,187.91	
				Sidewalk & Flat work		
19	03 31 13	00 0003	0151		For 4,000 PSI Concrete, Add	$934.76
				Installation	Quantity 2,912.00 x Unit Price 0.27 x Factor 1.1889 = Total 934.76	
20	03 31 13	00 0003	0157	MOD	For >2,000 To 5,000, Add	$1,384.83
				Installation	Quantity 2,912.00 x Unit Price 0.40 x Factor 1.1889 = Total 1,384.83	
21	03 31 13	00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	$9,073.26
				Installation	Quantity 986.00 x Unit Price 7.74 x Factor 1.1889 = Total 9,073.26	
				Amenities Pad		
22	03 31 13	00 0005	0151		For 4,000 PSI Concrete, Add	$306.68
				Installation	Quantity 737.00 x Unit Price 0.35 x Factor 1.1889 = Total 306.68	
23	03 31 13	00 0005	0155	MOD	For >500 To 1,000, Add	$1,480.81
				Installation	Quantity 737.00 x Unit Price 1.69 x Factor 1.1889 = Total 1,480.81	
24	03 31 13	00 0089		CY	Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.	$2,488.99
				Installation	Quantity 78.00 x Unit Price 26.84 x Factor 1.1889 = Total 2,488.99	
				22 Locations		
25	03 35 13	00 0004		SF	Broom, Concrete Floor Finish	$3,124.43
				Installation	Quantity 3,650.00 x Unit Price 0.72 x Factor 1.1889 = Total 3,124.43	
26	03 35 13	00 0006		SF	Steel Trowel, Concrete Floor Finish	$4,451.24
				Installation	Quantity 3,900.00 x Unit Price 0.96 x Factor 1.1889 = Total 4,451.24	
Subtotal for 03 - Concrete						**$47,321.94**

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops

Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

10 - Specialties

27 10 14 53 11 0134 — EA — 24" x 24" Aluminum Non Reflectorized Traffic Sign — $5,739.06

	Quantity		Unit Price		Factor		Total
Installation	70.00	x	59.67	x	1.1889	=	4,965.92
Demolition 23 Locations	70.00	x	9.29	x	1.1889	=	773.14

Subtotal for 10 - Specialties **$5,739.06**

31 - Earthwork

28 31 11 00 00 0015 — CY — Machine Loading Of Cleared And Grubbed Material — $802.36

	Quantity		Unit Price		Factor		Total
Installation	96.00	x	7.03	x	1.1889	=	802.36

29 31 13 13 00 0023 — EA — Stump Grinding >6" To 12" Tree — $202.14

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	85.01	x	1.1889	=	202.14

Subtotal for 31 - Earthwork **$1,004.50**

32 - Exterior Improvements

30 32 11 23 16 0003 — SF — 3" Crushed Aggregate Base Course For Sidewalks — $2,426.78

	Quantity		Unit Price		Factor		Total
Installation	3,240.00	x	0.63	x	1.1889	=	2,426.78

40 yards of Base Course - 4" thick

31 32 13 73 19 0008 — LF — 2" x 1/2" Expansion And Contraction Silicone Joint Sealant For Concrete Pavement — $5,020.49

	Quantity		Unit Price		Factor		Total
Installation	270.00	x	15.64	x	1.1889	=	5,020.49

Joint Filler

32 32 15 40 00 0002 — CY — Gravel Surfacing And Spreading — $3,033.12

	Quantity		Unit Price		Factor		Total
Installation	40.00	x	63.78	x	1.1889	=	3,033.12

Base Course

33 32 16 13 14 0002 — EA — Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job)For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section. — $7,565.14

	Quantity		Unit Price		Factor		Total
Installation	7.00	x	909.02	x	1.1889	=	7,565.14

7 Location

34 32 31 13 13 0007 — VLF — 6" Diameter Hole, Auger By Machine Fence Post Hole In Soil — $367.04

	Quantity		Unit Price		Factor		Total
Installation	34.00	x	9.08	x	1.1889	=	367.04

Relocate 17 Bus Signs

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops

Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

32 - Exterior Improvements

35	32 31 13	13 0024		VLF	6" Diameter, Concrete Fill For Post Hole	$411.50

	Quantity		Unit Price		Factor		Total
Installation	34.00	x	10.18	x	1.1889	=	411.50

Relocate 17 Bus Signs

36	32 31 13	13 0050		VLF	6" Diameter, Compacted Earth Fill For Post Hole	$173.82

	Quantity		Unit Price		Factor		Total
Installation	34.00	x	4.30	x	1.1889	=	173.82

Relocate 17 Bus Signs

37	32 84 23	00 0024		EA	6" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head (Rain Bird® 5006-PLPC)	$2,827.99

	Quantity		Unit Price		Factor		Total
Installation	46.00	x	44.18	x	1.1889	=	2,416.18
Demolition	46.00	x	7.53	x	1.1889	=	411.81

38	32 84 23	00 0378		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings	$416.12

	Quantity		Unit Price		Factor		Total
Installation	100.00	x	2.56	x	1.1889	=	304.36
Demolition	100.00	x	0.94	x	1.1889	=	111.76

39	32 91 13	16 0008		CY	Hardwood Chip Mulch	$160.43

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	67.47	x	1.1889	=	160.43

40	32 91 13	26 0012		CY	Excavate Planting Pit By Machine, Heavy SoilFor use with existing planting pits.	$24.40

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	10.26	x	1.1889	=	24.40

41	32 91 13	26 0013		CY	Backfill Planting Pit By Hand With Topsoil From Stockpile	$87.24

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	36.69	x	1.1889	=	87.24

42	32 91 13	26 0019		SY	4 Oz/SY Woven, Polypropylene Weed Barrier	$355.03

	Quantity		Unit Price		Factor		Total
Installation	126.00	x	2.37	x	1.1889	=	355.03

43	32 91 13	36 0020		SY	Pile Sod By Hand	$247.17

	Quantity		Unit Price		Factor		Total
Installation	126.00	x	1.65	x	1.1889	=	247.17

44	32 91 19	13 0011		SY	Furnish And Place Imported Screened Topsoil, 2" Deep	$308.59

	Quantity		Unit Price		Factor		Total
Installation	126.00	x	2.06	x	1.1889	=	308.59

45	32 92 23	00 0020		MSF	Up To 1,000 SF, Tall Fescue Sod, Installed On Level Ground	$1,711.38

	Quantity		Unit Price		Factor		Total
Installation	1.26	x	1,142.43	x	1.1889	=	1,711.38

46	32 93 43	00 0872		EA	5" Caliper Ulmus x `Homestead' - Homestead Hybrid Elm	$585.91

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	246.41	x	1.1889	=	585.91

Rugged Charm Tree

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 106440.00
Work Order Title: UTA - Salt Lake City - Bus Stops

Proposal Name: UTA - Salt Lake City - Bus Stops
Proposal Value: $297,220.79

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
32 - Exterior Improvements						
47	32 93 43	00 1025		EA	10' Picea glauca densata - Black Hills Spruce	$505.09
				Installation	Quantity 2.00 x Unit Price 212.42 x Factor 1.1889 = Total 505.09	
				Black Hills Spruce		
48	32 93 83	00 0003		EA	6" To 10" Bare Root Seedlings Tree Planting	$4.90
				Installation	Quantity 4.00 x Unit Price 1.03 x Factor 1.1889 = Total 4.90	
49	32 93 83	00 0021		EA	10' Balled And Burlapped Tree Planting	$859.00
				Installation	Quantity 4.00 x Unit Price 180.63 x Factor 1.1889 = Total 859.00	
50	32 93 83	00 0077		EA	2-1/2' x 1-1/2' Deep Tree Pit	$584.75
				Installation	Quantity 4.00 x Unit Price 122.96 x Factor 1.1889 = Total 584.75	
Subtotal for 32 - Exterior Improvements						**$27,675.89**
41 - Material Processing And Handling Equipment						
51	41 01 20	13 0002		EA	Regular Inspection	$7,262.21
				Installation	Quantity 23.00 x Unit Price 265.58 x Factor 1.1889 = Total 7,262.21	
				23 Locations		
Subtotal for 41 - Material Processing And Handling Equipment						**$7,262.21**

Proposal Total **$297,220.79**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Acting Director of Capital Construction Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: SD100/SD160/S70 LRV Seating Replacement Contract Modification 1 (United Safety and Survivability Corporation)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve change order, with associated disbursements, to the contract with United Safety and Survivability Corporation (USSC) in the amount of $608,004 for design improvements on the light rail seat replacement project.

BACKGROUND:
On October 21, 2020 the UTA board of trustees approved a contract between UTA and United Safety & Survivability Corporation (USSC) to replace all the fabric seats on UTA's 117 light rail vehicles with a textured vinyl. As part of this contract, the priority seating area will have color and visual designation to help our passengers identify accessible locations.

The original schedule was delayed due to Covid and Supply Chain issues. The revised schedule is to have the first car set onsite 7/1/2022 with the last delivery 12/19/2022.

DISCUSSION:
After the preliminary design was received from USSC, the UTA Operations, Maintenance, Customer Experience and ADA teams recommended modifying the original configuration of the seats.

The design improvement will change the back-to-back seats in the priority seating area to perimeter flip up seats. This new seating configuration will reduce passenger leg protrusion into the vehicle doorway by around

2". Also, we are adding egress grab handles and partition barriers which are comparable to the current configuration. These changes will improve the accessibility for our ADA customers.

CONTRACT SUMMARY:

Contractor Name:	United Safety & Survivability Corporation
Contract Number:	20-3282-1
Base Contract Effective Dates:	December 4, 2020 to December 31, 2022
Extended Contract Dates:	No time extension
Existing Contract Value:	$3,993,829
Amendment Amount:	$608,004
New/Total Contract Value:	$4,601,833
Procurement Method:	RFP best value
Budget Authority:	SGR and Capital Projects Budget

ALTERNATIVES:

If the change order is not approved, requested design improvements will not be included in the current project.

FISCAL IMPACT:

This budget is included in the Capital Program under project code: MSP247 and SGR040

ATTACHMENTS:

1) Contract Modification

DocuSign Envelope ID: A7E2805D-74A5-413E-B1A0-8ADD789FF3F3

UTAH TRANSIT AUTHORITY

669 West 200 South
Salt Lake City, UT 84101

April 18, 2022

United Safety & Survivability Corporation (USSC)

Rick Klotz
rrk@usscgroup.com

SENT VIA E-MAIL ONLY

RE: 20-03282, SD100/SD160/S70 LRV Seating Replacement Contract

Contract Modification No. 1

Dear Mr. Klotz

The purpose of this letter is to modify the current Goods and Services Supply Agreement ("Agreement") between United Safety & Survivability Corporation (USSC). (contractor) and Utah Transit Authority (UTA), dated December 4, 2020 (UTA Contract Number 20-03282). This letter (Modification No. 1) is to increase the cost of this project in the amount of $608,004.00 for a design improvement change to allow for a flip up seat verses the old style, which is a back-to-back seat, install ingress/egress grab handles, and partition barriers on 117 UTA Light Rail Vehicles. These changes will improve ADA accessibility for UTA Customers. The original contract value is $3,993,829.00. With this modification, the new Contract value is $4,601,833.00

All other terms and conditions of this contract shall continue in full force and effect.

If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Jay Fox
Executive Director

By: _____ Date: _____
Mary DeLoretto
Chief Service Development Officer

UNITED SAFETY & SURVIVABILITY CORPORATION

By: DocuSigned by: Rick Klotz C343F1A6F78743C... Date: 4/18/2022
Rick Klotz
EVP & Senior Rail Consultant

By: DocuSigned by: Joe Mirabile C5E50E6F56074BE... Date: 4/18/2022
Joe Mirabile
President & CEO

Approved as to form and content
DocuSigned by: Mike Bell 361F16F838704A9... 4/18/2022
Assistant Attorney General
UTA Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Jaron Robertson, Acting Planning Director

TITLE:

Change Order: Microtransit Master Service Agreement Service Order No. 3 - UTA On Demand Southern Davis County (River North Transit LLC "Via")

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the UTA-Via Service Order No. 3 and authorize UTA's Executive Director to execute the contract and associated disbursements with River North Transit LLC (Via) for the Southern Davis County UTA On-Demand microtransit service for the amount of $2,282,200.

BACKGROUND:
The UTA - Via Service Order No. 3 is the third service order under the UTA - Via Master Services Agreement (MSA) for On Demand Technologies and Innovative Services (approved by the UTA Board of Trustees on August 25, 2021). The service order defines the parameters for operation of the Southern Davis County UTA On-Demand microtransit service. This service will be deployed during the August 2022 UTA change day. The Southern Davis County UTA On-Demand microtransit service will be UTA's third microtransit deployment and is defined within UTA's Five-Year Service Plan.

DISCUSSION:
Staff will discuss the change order and proposed UTA On-Demand microtransit service, which will include an overview of the following topics:

- Purpose: UTA Five-Year Service Plan and August 2022 changes
- Microtransit service overview including goals and objectives, service area, service parameters, operating day and hours, customer experience, fares and budget.

CONTRACT SUMMARY:

Contractor Name:	River North Transit LLC (Via)
Contract Number:	20-03399-3
Base Contract Effective Dates:	September 4, 2021 - 2026: Master Service Agreement
Extended Contract Dates:	August 8, 2022 - December 31, 2023
Existing Contract Value:	$14,341,142
Amendment Amount:	$2,282,200
New/Total Contract Value:	$16,623,342
Procurement Method:	Competitive Procurement (MSA)
Budget Authority:	2022 IMS Budget: $636,155

ALTERNATIVES:

The Southern Davis County UTA On-Demand microtransit service is a planned service as part of the agencies Five-Year Service Plan and August 2022 change day.

FISCAL IMPACT:

- 2022 planned expenses: $636,155
- 2023 planned expenses: $1,646,045
- Total Service Order No. 3 NTE: $2,282,200

ATTACHMENTS:

UTA - Via Service Order No. 3: Southern Davis County Deployment

DocuSign Envelope ID: A0FF694A-53D0-4ABA-B4BD-FDFD5120E455

SERVICE ORDER NO. 3 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-3

SERVICE ORDER NO. 3
UTA ON DEMAND - SOUTHERN DAVIS COUNTY SERVICE AREA
DATE: JULY 13, 2022

1. Purpose

On September 1, 2021, each of River North Transit, LLC ("**Via**") and the Utah Transit Authority ("**UTA"** or **"Customer**"), hereinafter collectively referred to as the "**Parties**," entered into an agreement entitled On-Demand Technologies and Innovative Mobility Services (the "**MSA**"). By this Service Order No. 3 (the "**Service Order**") under the MSA, the parties agree to collaborate towards the initiation of UTA's demand response transit service (hereinafter the "**Deployment**") in Southern Davis County for a period of approximately seventeen (17) months, from August, 2022 through December, 2023, subject to extension by mutual agreement of the Parties.

Via will provide UTA with technology and technology-enabled integration services (the "**Services**"), acting as a broker coordinating the services of third party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via's Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA's service ("**Riders**") to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to vehicles on a rental basis to independent contractor driver partners ("**Driver Partners**") who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

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2. Duration & Launch Date

The duration of the Deployment shall last for a period of 17 (seventeen) months, until December 31, 2023, inclusive, following the launch date (the "**Initial Term**"), subject to year-by-year extensions based on mutual agreement of the Parties.

Service operation of the Deployment will begin on UTA's August 2022 change day, scheduled for August 7, 2022, unless Via and UTA define an alternative mutually agreeable date in writing ("**Launch Date**"). UTA will provide to Via written notice to proceed no later than June 19, 2022 in order to launch the Deployment on the intended Launch Date. For the avoidance of doubt, notice to proceed can only be written by UTA once the contract and appendices (including the Service Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, Via will commence local preparation for launch ("**Launch Preparation Period**").

3. Fees

The Parties agree to reassess and renegotiate the fees charged by Via to UTA after no later than three (3) months before the end of the Initial Term, if necessary, and to amend and include fees and a fee structure in the Appendices of this Service Order.

Any new regulatory fees imposed by a governmental entity related to the Services will be charged as a pass-through cost contingent on UTA's advance agreement which will not be unreasonably withheld or delayed. UTA will have the option of decreasing other Services or expenses in order to off-set these additional fees.

4. Service Parameters

Pursuant to the MSA and in accordance with Appendix A and B, Via will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Partner to Driver Partners on a rental basis.

The Parties agree to amend this Service Order or its appendices no later than three (3) months before the end of the Initial Term with updated parameters regarding the service zone, service times, and vehicle fleet configuration, to be determined per the Parties' mutual agreement.

Rider Fares: Rider fares and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.

Fare Revenue: UTA shall maintain its partner Braintree (or follow-on commercial vendor) account throughout the Deployment and shall collect and own all revenue from service fares ("**farebox revenue**"), net of Braintree service fees, in the account.

Payments: Via will ensure acceptance of Rider payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a "paper ticket" payment method and will be permitted to ride if the Driver Partner serving that Rider's trip deems the paper ticket valid. Via

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will also provide a concierge booking service for Riders without smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA's cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot ("**Depot/Lot**") with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with, nor disrupt, UTA or UTA partner operations. Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanic services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA, Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided that the requirements in Section "Parking" above are met by UTA or a UTA partner as applicable.

5. Project Team & Governance

Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the "Via Project Manager") who will lead Via's Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the Deployment (the "UTA Project Manager"). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform. Via will engage in a good faith effort to register Salt Lake City residents as Driver Partners.

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Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation services to customer using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

The Parties agree to collaborate towards the achievement of service goals and objectives. The Parties further agree to reassess and renegotiate the service goals and objectives no later than three

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(3) months before the end of the Initial Term, and to amend and include service goals and objectives in the Appendices of this Service Order. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review progress toward their agreed goals and objectives.

10. Data Sharing & Reporting

Via will share data from the Deployment, including data required for the National Transit Database (NTD) Form S-10. Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment, UTA may have the need to collect additional data ("**Additional Data**"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. UTA Fueling Card Network

UTA and Via agree to collaborate towards the use of UTA's contract with US Bank and the Voyager Fuel Card Network (hereafter "**Fuel Card**") to reduce overall Deployment expenses and use of the Fuel Card by Via's Driver Partners for the purpose of fueling the Vehicle Fleet. For the avoidance of doubt, both parties agree that Via's Vehicle Partner will be the administrator of the Fuel Card Program and that Via is merely responsible for collaborating with UTA and its Vehicle Partner as needed.

UTA will provide Via and its Vehicle Partner and Driver Partners access to the Fuel Card network and establish an independent "Via Account" for the sole purpose of fueling the Vehicle Fleet as part of the Deployment:

- UTA will pay the monthly fueling expenses incurred by the Via Account
- UTA may review, monitor, and/or report any fueling discrepancies or concerns to Via regarding use of the Fuel Card by Driver Partners
- UTA will support Via with any set up or on-boarding required to implement the Fuel Card and/or assist with any issues or concerns during the Deployment
- If the Vehicle Partner flags to UTA issues related to the Fuel Card malfunctioning or not being usable for any reason not due to the Vehicle Partner or the Driver Partner, then UTA will support the Vehicle Partner with troubleshooting as necessary to ensure resolution of the issue. Via's Vehicle Partner will administer the day-to-day usage of the Fuel Card by Driver Partners and establish appropriate measures to limit risk of Fuel Card misuse or fraud

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- Via's Vehicle Partner will establish standard operating procedures for Fuel Card usage
- Via's Vehicle Partner will monitor and review monthly fuel usage and address any issues or concerns with Driver Partners
- Via and Via's Vehicle Partner will work with UTA to determine the best fueling locations within the service area which offer maximum fuel pricing discounts including the types of fuel used with the Vehicle Fleet
- Via will reimburse UTA for any charges made to the card due to either loss or fraudulent misuse of the Fuel Card by the Via's Driver Partners based on comparison of the revenue hours driven by each driver with the amount of fuel charged to the Fuel Card

UTA and Via agree that it is in the best interest of the Parties to minimize the use of a Driver Partner fueling a Fleet Vehicle with a personal card. However, in the event a Driver Partner experiences an issue with the Fuel Card which cannot be resolved, a Driver Partner or the Vehicle Partner may fuel a Fleet Vehicle at its own cost, and in each case be reimbursed as follows:

- Via will reimburse any Driver Partner who fuels a fleet vehicle with a personal card, ultimately passing through such expense to UTA
- Via will invoice UTA as part of the monthly service billing and provide a detailed summary for any Driver Partners or Vehicle Partner fuel reimbursements

If a Driver Partner fuels a Fleet Vehicle with a personal card, Via will make all reasonable efforts to notify the issue to UTA as to resolve the issue in a timely manner and mitigate the chances of a Driver Partner fueling a fleet vehicle with a personal card in the future. The Parties acknowledge that Via is free to delegate certain responsibilities to its Driver Partners. Such delegation does not affect privity between UTA and Via.

12. <u>Timing; Scope</u>

This Service Order shall enter into effect immediately. All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

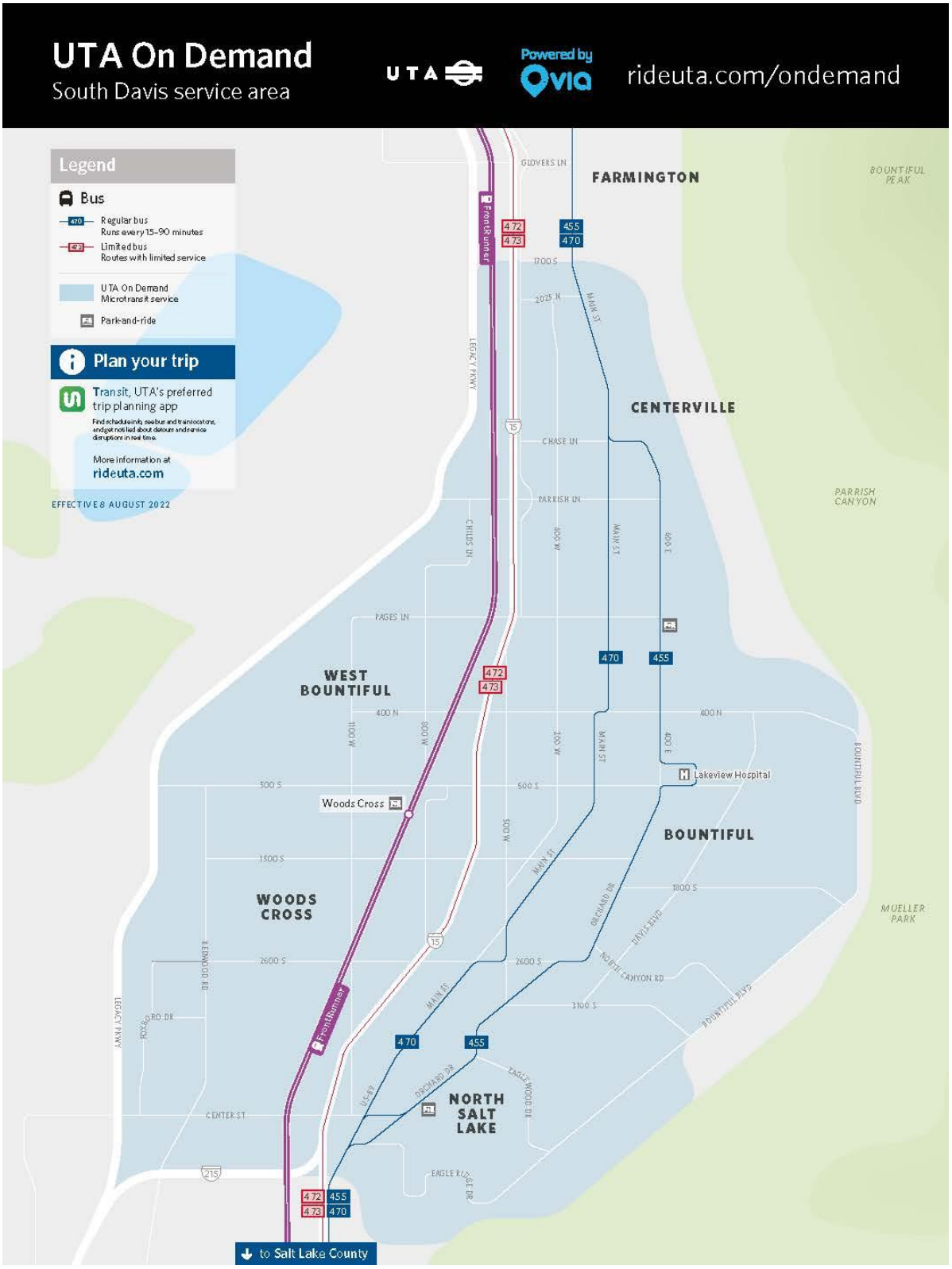
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IN WITNESS WHEREOF, the Parties hereto have caused this Service Order No. 3 to be executed in duplicate as of the date first herein written.

Via: River North Transit, LLC	Customer: Utah Transit Authority
DocuSigned by: Alex Lavoie C7652978C824421... Alex Lavoie Manager or River North Transit, LCC	Jaron Robertson Director, Innovative Mobility Solutions Nichol Bourdeaux Chief Planning and Engagement Officer Jay Fox Executive Director DocuSigned by: Mike Bell 6/17/2022 70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel

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Appendix A
UTA On Demand by Via – Southern Davis County
Deployment Service Area



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Appendix B:
Deployment Parameters

The Parties agree to the following Deployment Parameters for the UTA On Demand Deployment in Southern Davis County. Upon mutual agreement, the Parties may agree to subsequent modifications of these Parameters during the term of this Agreement.

- **Deployment Service Zone:** Approximately 28.2 square miles coverage zone in Southern Davis County, Utah. See Appendix A for a map of the service zone boundary.
- **Service Days/Hours:** The Deployment's operating hours shall be Monday through Friday, 6:00am to 9:00pm.
- **Vehicle Fleet:** Via's Vehicle Partner will offer a fleet of up to eight (8) branded, licensed, and insured vehicles, including two (2) Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the eight total vehicles, two (2) vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties.

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Appendix C:
Service Fees

The table below outlines the payment structure, in which UTA would be charged a price per driver hour and a fixed monthly price for Technology and IT Operations. Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees. The Deployment shall include a fleet of vehicles as described in the Service Order in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed that listed in the Service Order's Appendix C, "Not-to-Exceed Fees," of $2,282,200 for the 17-month duration of this Service Order (through December 31, 2023).

South Davis County TaaS Pricing

	Total
Date	8/1/22 - 12/31/23
Months	17
Total Not-to-Exceed Cost	$2,282,200
Total Vehicle Hours	38,250
Annual Fee for Technology & Dedicated IT Operations [1]	**$141.2k**
Total Cost / Driver Hour	**$55.97**
Memo: Total Cost / Driver Hour (Excl. Vehicle Rental)	*$45.97*

(1) Includes Via technology access fees, cloud hosting costs (Amazon Web Services, Google Maps), third-party licensing fees for data capture, database maintenance and data visualization tools (Snowflake, Alooma, mParticle, AppsFlyer), telecommunications applications (Twilio, Leanplum, Mailchimp, and Mandrill), and customer service software (Zendesk); in addition to ongoing monthly maintenance fees for the UTA FAREPAY/pass card integration and other software maintenance costs.

Via will separately invoice UTA for marketing expenses incurred and as authorized by UTA under Section 8 of the Service Order. Via will charge its standard labor rate of $150.00 per hour for internal marketing labor cost. All other marketing expenses will be passed through at cost. The

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total combined marketing expenses incurred by Via and UTA shall not exceed $100,000. This amount is not included in the pricing table shown above.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved.

UTA will be billed for the above fees as described below. Driver hours will be billed as incurred at the end of each month. UTA shall pay the following fees to Via:

Ongoing Invoice Fees

UTA shall pay the following fees to be invoiced monthly by Via on or around the 15th of each month, starting upon launch of the Deployment.

- $55.97 per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations
- $8,308 per month in technology access fees and dedicated IT operations costs

These fees are exclusive of fuel. UTA will continue to provide fuel though UTA's fuel card network at no additional cost to Via for the UTA On Demand vehicle fleet as defined within Section 11 of this Service Order.

The above per vehicle hour amounts include and account for the Vehicle Partner's fixed costs to meet the vehicle requirements set forth herein. Such cost equals to a rate of $6 per vehicle hour and will be treated as a pass-through and remitted directly to the Vehicle Partner by Via (the "pass-through rate"). For the avoidance of doubt, fuel, maintenance, and other variable costs related to vehicle upkeep are not included in the pass-through rate. The Vehicle Partner will be primarily responsible for the provision of vehicles on a rental basis to Driver Partners.

Should changes in applicable federal, state, local law result in a significant change in Via's costs, either an increase or decrease, Via or UTA may opt to renegotiate the ongoing on-demand service hour fees or level of service obtained.

Fare Revenue

UTA shall maintain its partner Braintree (or follow-on vendor) account throughout the Deployment and shall collect and own all revenue from service fares ("farebox revenue"), net of Braintree service fees, in the account.

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Appendix D:
Service Goals and Objectives

UTA and Via will collaborate towards the service goals and objectives for the Deployment as noted below. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA, the Service Order, or this Service Order No. 3.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review service performance metrics, track progress toward the goals listed below, and, as appropriate, to jointly re-assess strategies to ensure the Deployment's long-term success.

Objectives:

- Attract and build new ridership to promote the use of public transit rather than single-occupancy vehicle automobile trips
- Provide new mobility options for residents of the South Davis County Deployment Service Area
- Support connections to UTA fixed route services and other popular locations for the residents of the neighborhoods served
- Provide support to UTA and local jurisdictions inside the Deployment Service Area to stimulate the local economy and small businesses
- Build brand recognition and awareness for UTA On Demand by Via

Goals:

- Ridership growth: Estimate 200 – 300 daily riders (1,000 – 1,500 weekly riders) within 6 months of launch
- On-time performance: 90% of bookings "picked up" no later than 5 minutes after the planned pickup time provided to the customer at the time of booking ("Actual Planned Pickup Time" compared to "Original Planned Pickup Time")
- Service quality: No more than 3% of customer booking requests receive a "seat unavailable" error, on average (at least 97% average "Met Demand")
- Service efficiency: Average service utilization between 2.0 and 3.0 completed passenger trips per driver shift hour
- Cost efficiency: Average cost per ride $20.00 or lower

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **Fuel Card Program**
- **TechLink Corridor Study**

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:

- ***Fuel Card Program.*** This is a procurement to contract with a firm to provide a fuel purchasing card program for Diesel and Unleaded fuel utilized by 465 vanpool vans, 40-100 micro-transit vans (as the program expands), and 90 police units. The selected vendor will remove the federal and state taxes. As a governmental entity, UTA is exempt from these taxes. UTA will procure this as a best value contract because station coverage is more important to our card holders than necessarily the price per gallon. Funding for this program is included in the business unit operating expense budgets. This contract will be for a term of 5 years and the procurement will be conducted as an RFP. (req. 10795, Troy Bingham)

- ***TechLink Corridor Study.*** This is a procurement to contract with a firm to complete a transit corridor planning and environmental study to evaluate potential alignments for transit connections in Salt Lake City,

including the University of Utah Research Park Extension and rail extensions and realignments in downtown Salt Lake City and the Granary District. The study will identify a preferred transit corridor that will improve transit access to growing neighborhoods on the West and East sides of Salt Lake City, but also improve regional connectivity and accessibility via the TRAX system. UTA received a Rebuilding American Infrastructure with Sustainability and Equity, or RAISE grant, for this project. UTA, Salt Lake City, the SLC Redevelopment Agency, and the U of U have come together to form the TechLink Partnership. 68% of the funding will come from the RAISE grant, with the TechLink partnership providing the remaining amount of funding. This procurement will be conducted as an RFQU, and will have a base term of 3 years, plus two 1-year options. (req. 10763, Patti Garver)

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Monica Morton, Fares Director Kensey Kunkel, Mgr. Business Dev. and Sales

TITLE:

Fare Agreement: Education Pass (Salt Lake School District and Salt Lake Education Foundation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with the Salt Lake School District.

BACKGROUND:

History
The Salt Lake School District ("District") and Utah Transit Authority are longstanding partners and have historically worked together to provide transit passes and UTA services to students living within the district's boundaries. The school district currently partners with UTA through two fares programs: Pay per Trip and Human Service Agreement.

Pay per Trip
The UTA pay per trip agreement is an agreement wherein the district pays for use on Bus and TRAX by authorized users when they tap-on/off the UTA system. This program is limited to approximately 1,300 students that meet specific criteria as determined by the district.

Human Service Agreement
The Human Service Agreement is a Fares Agreement wherein the district purchases monthly and daily passes at a 75% discount from UTA, then provides the passes at no charge to qualified low-income individuals. *NOTE: UTA also partners with the Salt Lake Education Foundation ("Foundation") through the Human Service Agreement.*

Last Fall, the Fares team was approached by the Education Foundation, on behalf of the School District, to find

a way to eliminate the need for multiple contracts as well as to expand the current fare agreements to serve all the district's students, faculty, and staff. Some of the Education Foundation's primary goals in partnering with UTA included:

- Supplementing existing yellow bus service to connect students with school and after school activities and career opportunities
- Enabling the district to recruit faculty and staff living across the Wasatch Front by providing a transit pass as an incentive

Ed Pass Review
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization, as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to align the negotiations of all future Education Pass Contracts, including the Salt Lake School District.
The Fares team presented various partnership options to the Foundation and District for consideration. The options varied based upon:

- Authorized user population
    - Include/exclude faculty and staff
    - Include/exclude passes for parents
- Timeframe
    - 9 Month or 12 Month Pass
- UTA Services
    - Premium or Local Service

Ultimately, the Foundation, District, and UTA came to an agreement to provide a Local Service transit pass to all students, faculty, and staff for the entirety of the upcoming school year. In the spirit of partnership, staff proposes that the District and UTA sign a one-year Ed Pass Agreement. This agreement will give twenty-four thousand four hundred (24,400) district students and employees access to a transit pass valid on Bus, TRAX, and Streetcar from August 1, 2022 through July 31, 2023. The total value of this contract is $379,000 and is based on estimated usage. Of the total contract value, the District and the Foundation will pay $279,000 through contract 22-F0280. The remainder of the agreement ($100,000) will be subsidized through a funding agreement (22-F0285) with the Salt Lake City Corporation.

DISCUSSION:
Staff proposes that UTA enter into a one-year education pass agreement with the Salt Lake City School District as described above.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake School District and Salt Lake Education Foundation
Contract Number:	22-F0280
Base Contract Effective Dates:	August 1, 2022 through July 31, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA

Amendment Amount:	NA
New/Total Contract Value:	$279,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement with the district and maintain status quo thus foregoing additional revenue and ridership

FISCAL IMPACT:

Additional $279,000 in revenue

ATTACHMENTS:

1. Contract

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EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 18th day of July, 2022 (the "Effective Date") by and between **SALT LAKE SCHOOL DISTRICT and SALT LAKE EDUCATON FOUNDATION**, whose address is 465 South 400 East, Salt Lake City, Utah 84111, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. The Primary Sponsor known as Salt Lake School District is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district; The Secondary Sponsor, known as Salt Lake Education Foundation, is as in organization devoted to supporting the enhancement of educational opportunities in the Salt Lake School District.

C. Both the Sponsors and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsors desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Both Sponsors and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B," and "C," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Primary Sponsor's school and all faculty and staff employed by Primary Sponsors. Only Primary Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

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3. The term "Contract Year" means the term of July 18, 2022, through July 30, 2023 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Primary Sponsors or UTA in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsors" means the educational institution defined as Sponsors on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2023.

2) Issuance of Pass. Primary Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Primary Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Primary Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Primary Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Primary Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) Authorized Users. The number of Passes provided under this Agreement shall be 24,400 which represents 100% of the Primary Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsors. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules (See Exhibit "C"), and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

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7) : Primary Sponsor's Control of Issued Passes.: Primary Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Primary Sponsors agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by: Primary Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Primary Sponsor must be able, upon request of UTA, to account for each Pass issued to Primary Sponsor under this Agreement. The obligation under the preceding sentence shall include:

    a. Primary Sponsor maintaining a record identifying each Pass issued by Primary Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

    b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

    c. : Primary Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Primary Sponsor which have not been issued to Authorized Users.

    d. Primary Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

    a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsors shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsors for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.

    b. UTA may charge and Sponsors shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

    c. UTA may charge and Sponsors shall pay a 5% processing fee in the event Sponsors elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Primary Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsors for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsors had actual or constructive knowledge of such action and Sponsors failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsors falsely certified to UTA the name of a person who is not an Authorized User of Sponsors; or (c) the unauthorized

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use resulted from Sponsors' gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsors or its authorized representatives, or a Pass has been given knowingly by the Sponsors or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsors more than the prorated Base Purchase Price will be refunded by UTA to the Sponsors. Sponsors agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsors the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsors shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

SALT LAKE EDUCATION FOUNDATION

By: _____
Name: James E. Yapias
Title: Director of Development
Salt Lake Education Foundation

SALT LAKE SCHOOL DISTRICT

By _____
Name: Alan Kearsley
Title: Business Administrator

By _____
Name:
Title:

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UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
UTA Legal Counsel

DocuSign Envelope ID: DB730F93-868C-479A-9EE6-CB8E7BD6655A

EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price
Salt Lake Education Foundation (Secondary Sponsor)	2022-23	$79,000
Salt Lake School District (Primary Sponsor)	2022-23	$200,000
Total[i]	**2022-23**	**$279,000**

Fare Recognition Level: ☑ **Local**

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EXHIBIT "B"
PASS PROGRAM SETUP

Contract Administrator			
Name:	Alan Kearsley, Business Administration		
Email:	Alan.kearsley@slcschools.org	Phone:	801-578-8334

Billing Contact			
Name:	Alan Kearsley		
Email:	Alan.kearsley@slcschools.org	Phone:	801-578-8334
Preferred Invoice Method (check 1):			
X Email		Email: Alan.kearsley@slcschools.org	
☐ Mail		Attn:Alan Kearsley_____ Street: 465 South 400 East _____ City/State: Salt Lake City, Utah ____ Zip:_84111_____	

Transit Coordinator			
Name:	TBD		
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	

**Additional Coordinators may be submitted separately to passprograms@rideuta.com

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EXHIBIT "C"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Primary Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Primary Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Primary Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Primary Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Primary Sponsor with no signature strip
- Ensure recipient understands the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient's name and the card number issued to them (see record keeping below)

RECORD KEEPING
Primary Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Primary Sponsor. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact, you.

COST OF PASSES

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UTA will provide electronic cards to pass program participants at no charge. If Primary Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Primary Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Primary Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.

[i] Salt Lake City Corporation is also planning to pay $100,000 toward the total of $379,000 due under this Ed Pass Agreement.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Monica Morton, Fares Director Kensey Kunkel, Mgr. Business Dev and Sales

TITLE:

Fare Agreement: Funding for Salt Lake School District Passes (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter a Funding Agreement for Salt Lake School District Passes with the Salt Lake City Corporation

BACKGROUND:
The Salt Lake Education Foundation, Salt Lake School District, and Utah Transit Authority will enter into a one-year education pass agreement to provide local transit passes to all students, faculty, and staff for the upcoming 2022/23 school year. The details of the agreement can be found in contract no. 22-F0280.

The total value of the Education Pass Agreement is $379,000. Of the total, the District and the Foundation will pay $279,000 through contract 22-F0280. The remainder of the agreement ($100,000) will be subsidized through a funding agreement (22-F0285) with the Salt Lake City Corporation.

DISCUSSION:
UTA will enter into a Funding Agreement for Salt Lake School District Passes with Salt Lake City Corporation in the amount of $100,000.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	22-F0285
Base Contract Effective Dates:	July 18, 2022 through July 31, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$100,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not approve the funding agreement with Salt Lake City Corporation to subsidize passes for the Salt Lake School District, subsequently losing revenue and ridership

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FISCAL IMPACT:

Additional $100,000 in contract revenue

ATTACHMENTS:

Funding Agreement

DocuSign Envelope ID: 897896D3-07D4-4CDC-921C-24EBC4EC4B44

Funding Agreement
Salt Lake School District Education Pass (2022 – 2023 school year)

This **FUNDING AGREEMENT** is effective on the 18th day of July 2022, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SALT LAKE CITY CORPORATION,** ("Sponsor").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor desires to subsidize transit fares pursuant to an Education Pass Agreement to be entered into between UTA, the Salt Lake School District, and the Salt Lake Education Foundation for the Salt Lake School District for the 2022-2023 school year (the "Education Pass Agreement"); and

WHEREAS both the Sponsor and UTA recognize the benefits to the public of incentivizing public transit for the Salt Lake School District students, faculty, and employees by reducing congestion and improving the quality of air and the environment.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. The term of this agreement will begin July 18, 2022, and end on July 31, 2023.

2. In order to subsidize the Education Pass Agreement, Sponsor agrees to pay the amount of $100,000 to UTA. This amount shall be due in two (2) equal installments. UTA shall invoice Sponsor for the first installment of $50,000 no later than August 1, 2022, and for the second installment of $50,000 no later than February 1, 2023.

    a. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

    b. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

3. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in order to subsidize the Education Pass Agreement and does not otherwise impact UTA's operation of its transit system in any respect.

4. All notices shall be directed to the following addresses:

    Sponsor: Salt Lake City Corporation

DocuSign Envelope ID: 897896D3-07D4-4CDC-921C-24EBC4EC4B44

Attention: Julianne Sabula
349 South 200 East, Suite 150
PO Box 145502
Salt Lake City, Utah 84114-5502

UTA: Utah Transit Authority
Attention: Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101

5. Nothing in this Agreement will be interpreted to provide any contractual or other rights to third parties.

6. Parties is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by UTA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with UTA. Any materials for which UTA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Consultant's claim of business confidentiality. Sponsor will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. UTA may, at UTA's sole expense, take any appropriate actions to prevent disclosure of such material. UTA specifically waives any claims against Sponsor related to disclosure of any materials required by GRAMA

7. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

8. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

_____

Name: Date
Title:

_____

Name: Date
Title:

UTA Legal Counsel

DocuSigned by:
Mike Bell
70E33A415BA44F6...

SPONSOR

_____

Name: Date
Title:

ATTEST:

_____

Salt Lake City Recorder

APPROVED AS TO FORM:

_____

Salt Lake City Attorney's Office

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development & Sales

TITLE:

Fare Agreement: Education Pass (Charter School Consortium)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with the Charter School Consortium

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization, as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to inform the negotiations of all future Education Pass Contracts.

This July, UTA's Education Pass Agreement with the Charter School Consortium (Charter Schools) will expire. Charter Schools and UTA wish to renew a contract to provide transit passes to the Charter's students, faculty, and staff. The previous three-year Education Pass Agreement was implemented in 2018 and provided, on average, three thousand and five hundred (3,500) authorized users with a premium transit pass. This agreement was extended for one additional school year (2021-22) in light of the COVID-19 pandemic.

UTA has a long-standing relationship with the schools participating in the Charter School Consortium. For over ten years, the schools and UTA have partnered together to provide transit passes to K-12 students allowing students to commute to and from school and travel to school related activities such as field trips. In addition, the schools encourage students to utilize their transit pass outside of school related activities. Nine schools across UTA's service district currently participate in the Charter School Consortium, however the number of

participating schools may vary per school year.

In order to participate in the Charter School Consortium, each Charter School must purchase a transit pass for 100 percent of their student population. The price of the pass in the current contract is $137 per authorized user and is valid on all UTA services except for Paratransit, Park City, and Ski Services. City Academy reports the number of authorized users to UTA on or before October 1st of each contract year.

DISCUSSION:

In the spirit of partnership, Charter Schools and UTA will sign a three-year Ed Pass Agreement. This agreement will give all students, faculty, and staff access to a premium transit. The price of the pass will be $109 and Charter Schools will report the number of Authorized users to UTA at the beginning of each school year. This pass price is in line with similar education pass partner costs and UTA's goal of achieving consistency in its Education Pass program.

CONTRACT SUMMARY:

Contractor Name:	Charter School Consortium
Contract Number:	22-F0284
Base Contract Effective Dates:	August 1, 2022 through July 31, 2025
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$1,308,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

1. Not approve the contract and renegotiate the contract price and term
2. Not approve the contract and forgo revenue

FISCAL IMPACT:

$1,308,000 in revenue over 3 years ($436,000 per year). To calculate this amount, the total pass price ($109) is multiplied against the estimated number of authorized users (4,000). This number may vary based upon total authorized users for each school year.

The annual estimated revenue ($436,000/year) represents a three percent or $13,000 increase in revenue to UTA compared to the 2022 contract amendment value ($422,645). This could vary based on the actual number of passes purchased.

ATTACHMENTS:

1. Contract

DocuSign Envelope ID: 638C1F80-8D90-4C3D-A53E-3BF497F2D352

CHARTER SCHOOL CONSORTIUM EDUCATION PASS AGREEMENT

This Charter School Consortium Education Pass Agreement (this "Agreement") is made effective the 15th day of August, 2022 (the "Effective Date") by and between Charter School Consortium ("The Consortium"), whose address is 555 East 200 South, SLC, UT 84102, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented a "Charter School Consortium Education Pass Program" or transit pass program whereby City Academy agrees to administer and purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee of the Charter School Consortium at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Charter School Consortium Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes 100% of students enrolled at Sponsor's participating charter schools and may include 100% of all faculty and staff employed by Sponsor's participating charter schools. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

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3. The term "Contract Year" means the term of August 15th through June 15th of any school year during the term of this Agreement. There shall be three contract years during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the Charter School Consortium defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to June 15, 2025.

2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) Authorized Users. The number of Passes provided under this Agreement represents 100% of the Sponsor's students enrolled in classes. If a Sponsor wants to provide passes for their faculty and staff, the Sponsor must purchase passes for 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract. The number of Authorized Users for each succeeding school year shall be reported by the Sponsor to UTA no later than October 1st of that school year.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

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6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

    a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

    b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

    c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.

    d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

    a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than October 1 and no later than March 1 of the contract year as stated in Exhibit A.

    b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

    c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross

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negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Michael Bell
70E33A415BA44F6... _____
UTA Legal Counsel

CHARTER SCHOOL CONSORTIUM

By _____
Name:
Title:

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price per Pass (A)	Authorized Users (B)	Total price (C)
1	2022-23	$109.00	TBD	A X B = C
2	2023-24	$109.00	TBD	A X B = C
3	2024-25	$109.00	TBD	A X B = C

Fare Recognition Level:

☐ **Local**
☑ **Premium**

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EXHIBIT "B"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING
Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager of Business Dev. And Sales

TITLE:

Fare Agreement: Education Pass (Mountainland Technical College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with the Mountainland Technical College

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to align all future Education Pass Contracts.

This July, UTA's Education Pass Agreement with the Mountainland Technical College ("MTECH") will expire. MTECH and UTA wish to renew a contract to provide transit passes to the college's students, faculty, and staff. The previous Education Pass Agreement was put into place in 2018 and was a three-year agreement that provided five-thousand and five hundred (5,500) authorized users with a premium transit pass. This agreement was extended for one additional school year (2021-22) in light of the COVID-19 pandemic.

DISCUSSION:
In the spirit of partnership, staff proposes that MTECH and UTA sign a three-year Ed Pass Agreement. This agreement will give all students, faculty, and staff (5,500 total users) access to premium transit. The value of

this contract is $86,500 and is based on estimated usage.

CONTRACT SUMMARY:

Contractor Name:	Mountainland Technical College
Contract Number:	22-F0278
Base Contract Effective Dates:	August 1, 2022 through July 31, 2025
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$86,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement with the Mountainland Technical College and forego revenue and ridership.

FISCAL IMPACT:

Total revenue of $86,500 represents additional revenue of $29,000 over three (3) years as compared to previous contract

ATTACHMENTS:

Contract

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22-F0278
UTA Contract No.: _____

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2022 (the "Effective Date") by and between **MOUNTAINLAND TECHNICAL COLLEGE**, whose address is 2301 W Ashton Blvd, Lehi, UT 84043, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

3. The term "Contract Year" means the term of August 1 through July 31 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used

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as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2025.

2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) Authorized Users. The number of Passes provided under this Agreement shall be 5,500 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

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of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.

d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.

b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full

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extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
UTA Legal Counsel

MOUNTAINLAND TECHNICAL COLLEGE

By _____
Name: Clay Christensen
Title: President

By _____
Name: Kirt Michaels
Title: VP, Administrative Services

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price
1	2022-23	$24,000
2	2023-24	$29,000
3	2024-25	$33,500

Fare Recognition Level:

☐ **Local**
☑ **Premium**

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EXHIBIT "B"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING
Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Mgr. Business Dev. and Sales

TITLE:

Fare Agreement: Education Pass (Salt Lake Community College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with the Salt Lake Community College.

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization, as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to align the negotiations of all future Ed Pass Contracts.

This July, UTA's Education Pass Agreement with the Salt Lake Community College ("SLCC") will expire. Both SLCC and UTA wish to renew a contract to provide transit passes to the college's students, faculty, and staff. The previous Education Pass Agreement was put into place in 2018 and was a three-year agreement that provided twenty-five thousand (25,000) authorized users with a premium transit pass. This agreement was extended for one additional school year (2021-22) in light of the COVID-19 pandemic.

DISCUSSION:
In the spirit of partnership, staff proposes that SLCC and UTA sign a one-year Education Pass Agreement. This agreement will give all students, faculty, and staff (25,000 users) access to a premium transit pass through their respective Bruin ID Card. The value of this contract is $364,000 and is based on estimated usage.

UTA and SLCC agree to monitor ridership in the upcoming school year (2022-23) to establish a long-term contractual

agreement for subsequent years.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake Community College
Contract Number:	22-F0279
Base Contract Effective Dates:	August 1, 2022 through July 31, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$364,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue and ridership

FISCAL IMPACT:

Total revenue of $364,000 represents additional revenue of $8,000 as compared to revenue received for the 2021-22 contract

ATTACHMENTS:

Contract

DocuSign Envelope ID: 3B792005-F802-4593-A302-3245F2BE58DE

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2022 (the "Effective Date") by and between **SALT LAKE COMMUNITY COLLEGE**, whose address is 4600 S Redwood Rd, SLC, UT 84123, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

3. The term "Contract Year" means the term of August 1 through July 31 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used

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as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2023.

2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) Authorized Users. The number of Passes provided under this Agreement shall be 25,000 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

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of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.

d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.

b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full

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extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

SALT LAKE COMMUNITY COLLEGE

By _____
Name:
Title:

By _____
Name:
Title:

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price
1	2022-23	$364,000

Fare Recognition Level:

Local
☑ **Premium**

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EXHIBIT "B"
PASS PROGRAM SETUP

Contract Administrator			
Name:			
Email:		Phone:	

Billing Contact			
Name:			
Email:		Phone:	
Preferred Invoice Method (check 1):			
☐ Email		Email:	
☐ Mail		Attn:_____ Street:_____ City/State:_____ Zip:_____	

Transit Coordinator			
Name:			
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	

**Additional Coordinators may be submitted separately to passprograms@rideuta.com

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EXHIBIT "C"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING
Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Mgr. Business Dev. and Sales

TITLE:

Fare Agreement: Education Pass (University of Utah)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with the University of Utah.

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to align all future Education Pass Contracts, including the University of Utah (U of U).

Background

The U of U and UTA are longstanding partners dedicated to providing alternative transit solutions to the institution's students, faculty, and staff. In the spirit of this partnership, the parties entered into a ten-year ed pass agreement in 2012. The contract was based on a set price per authorized user which would gradually increase to reflect student population growth, ridership increases, and changes to the UTA base fare. The contract rate started at eighty-three dollars ($83) per user in 2012 and gradually increased to one hundred and twenty-five dollars ($125) per authorized user by 2022.

The U of U and UTA monitor all aspects of pass contracts closely to ensure equity and transparency among all UTA Ed Pass Contracts. In 2018 the U of U and UTA mutually agreed to hold the price per authorized user for the remaining years of the contract (2019 - 2022) steady at the rate of one hundred and ten dollars ($110). This was approved by the UTA Board of Trustees through Amendment 3 to the University of Utah Education

Pass Agreement (contract UT-12-075JL-3).

COVID-19 Impact

With the onset of the COVID-19 Pandemic, the U of U transitioned classes to be fully online through January 2021. Some classes (50%) continued to be offered online through August 2021, when the U of U transitioned to offering the majority of classes in person (70%). Despite the decrease in travel to U of U campuses throughout the Pandemic, the U of U continued to provide all their students, faculty, and staff a transit pass at the contracted rate described above and did not request any type of revenue provision.

Looking Ahead

On July 31, UTA's Education Pass Agreement with the U of U will expire. Both the U of U and UTA wish to renew a contract to provide transit passes to the college's students, faculty, and staff.

DISCUSSION:

In the spirit of partnership, staff proposes that the U of U and UTA sign a three (3) year Ed Pass Agreement. This agreement will give all students, faculty, and staff (59,000 authorized users) access to premium transit through their UID card. The value of this contract is $9,450,000 and is based on historical usage data and conservative estimates of future ridership. Changes in ridership patterns due to Covid 19 were also taken into consideration.

CONTRACT SUMMARY:

Contractor Name:	University of Utah
Contract Number:	22-F0288
Base Contract Effective Dates:	August 1, 2022 through July 31, 2025
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$9,450,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement with the University of Utah and forego revenue and ridership.

FISCAL IMPACT:

Total revenue of $9,450,000 over three (3) years.

This represents a decrease of ($8,596,795) in revenue as compared to revenue received from this contract for the past three years. This reduction is primarily due to lower projected ridership than the estimates that formed the basis for the 2019-2022 contract.

ATTACHMENTS:
Contract

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EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2022 (the "Effective Date") by and between **THE UNIVERSITY OF UTAH**, whose address is 201 South President's Circle, Salt Lake City, Utah 84112, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B," and "C" attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

3. The term "Contract Year" means the term of August 1 through July 31 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card or credential issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and

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authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2025.

2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA. UTA acknowledges Sponsor may, during the course of this agreement, transition to a digital credential for its Authorized Users. If the digital credential cannot be used as a Pass due to UTA's system infrastructure restrictions, Sponsor and UTA will work to find an alternative solution for Passes.

4) Authorized Users. The number of Passes provided under this Agreement shall be 59,000 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

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of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

b. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.

b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

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11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

UNIVERSITY OF UTAH

By _____
Name: Cathy Anderson
Title: Chief Financial Officer

By _____
Name: Collin Simmons
Title: Director Auxiliary Services

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price	Authorized Users	[redacted]	[redacted]
1	2022-23	$ 3,000,000	59,000	[redacted]	
2	2023-24	$ 3,150,000	59,000	[redacted]	
3	2024-25	$ 3,300,000	59,000	[redacted]	

**Year four (4) will be negotiated starting on 01/01/2025 using ridership levels from the previous 12 months as a starting base with a 5% increase for years five (5) and six (6).*"

Fare Recognition Level: ☐ **Local**
☑ **Premium**

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EXHIBIT "B"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

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ISSUANCE OF PASSES
Sponsor is responsible for issuing Passes and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Ensure the recipient's name is on the Pass to associate the recipient with the Pass
- Ensure recipient understands the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient name and the Pass number issued to them (see record keeping below)

RECORD KEEPING
Sponsor is required to maintain the following Pass issuance records:

- The Pass number of each issued Pass, including replacement Passes, and the corresponding person issued such pass

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

PASS REPLACEMENTS
Electronic Passes are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. The preferred methos for Pass replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Sponsor is responsible for ensuring that Pass recipients are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

PASS CARE
It is important to protect the Passes from damage. The Pass will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the Pass that could damage it. For the Pass to be read properly on electronic card readers do not have your Pass against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the Pass signal causing the Pass not to be read or to be read improperly.

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EXHIBIT "B"
PASS PROGRAM SETUP

Contract Administrator			
Name:			
Email:		Phone:	

Billing Contact			
Name:			
Email:		Phone:	
Preferred Invoice Method (check 1):			
☐ Email		Email:	
☐ Mail		Attn:_____ Street:_____ City/State:_____ Zip:_____	

Transit Coordinator			
Name:			
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	

**Additional Coordinators may be submitted separately to passprograms@rideuta.com

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Dev. and Sales

TITLE:

Fare Agreement: Education Pass (Weber State University)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into an Education Pass Agreement with Weber State University.

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization as well as revenue received compared to actual use ("pay per trip value"). The Fares team used the review findings to formulate a plan and set goals to align all future Education Pass Contracts.

This July, UTA's Education Pass Agreement with Weber State University (Weber) will expire. Weber and UTA wish to renew a contract to provide transit passes to the college's students, faculty, and staff. The previous Education Pass Agreement was put into place in 2019 and was a three-year agreement that provided about fifteen thousand (15,000) authorized users with a premium transit pass.

DISCUSSION:
In the spirit of partnership, staff proposes that Weber and UTA sign a three-year Ed Pass Agreement. This agreement will give all students, faculty, and staff (20,000 authorized users) access to premium transit. The value of this contract is $1,812,000 and is based on historical usage data and estimated future ridership.

CONTRACT SUMMARY:

Contractor Name:	Weber State University
Contract Number:	22-F0290
Base Contract Effective Dates:	August 1, 2022 through July 31, 2025
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$1,812,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement with Weber State University and forego revenue and ridership.

FISCAL IMPACT:

Total revenue of $1,812,000 represents additional revenue of $39,950 over three (3) years as compared to previous contract.

ATTACHMENTS:

Contract

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EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2022 (the "Effective Date") by and between **WEBER STATE UNIVERSITY**, whose address is 3848 Harrison Boulevard, Ogden, Utah 84408, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.

3. The term "Contract Year" means the term of August 1 through July 31 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used

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as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2025.

2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) Authorized Users. The number of Passes provided under this Agreement shall be 20,000 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

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of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.

d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.

b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual knowledge of such action and Sponsor failed to timely report such action to UTA ; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA reasonably believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Liability. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. Each of the parties acknowledges that the other party is subject to the provisions

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of the Utah Governmental Immunity Act. Neither party waives any legal defenses, sovereign immunity, or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass within thirty (30) days of the termination date (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A"). No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14) Costs and Attorney's Fees. Intentionally Omitted

15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name: William Greene
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

WEBER STATE UNIVERSITY

By _____
Name:
Title:

By _____
Name:
Title:

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price
1	2022-23	$591,000
2	2023-24	$604,000
3	2024-25	$617,000

Fare Recognition Level: ☐ **Local**
☑ **Premium**

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EXHIBIT "B"
PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR
Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Direct recipient to the cardholder rules https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING
Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager of Business Dev.& Sales

TITLE:

Fare Agreement: Trip Based Education Pass - Modification No. 2 (Westminster College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize Modification No. 2 to the Westminster College Pass Purchase Administration Trip Based Education Pass Agreement (Contract 20-F0129)

BACKGROUND:
UTA and Westminster College are longstanding partners dedicated to providing transit access to the institution's students, faculty and staff. For the 2021-22 school year, Westminster entered into Pass Purchase and Administration Agreement 20-F0129 - Modification 1 (Agreement) with UTA. The modification was approved by the UTA board of trustees on June 9, 2021. This modification extended contract 20-F0129 for one additional year through July 2022.

Through the agreement, Westminster pays for each trip taken by authorized users on UTA services, and UTA gives Westminster a twenty-five (25) percent discount off the public fare. Authorized users include students, faculty, and staff with an active Westminster College ID. The Westminster ID card can be used to "tap-on/off" the UTA system and is valid fare on all UTA services except for Paratransit, Park City, and Ski Services.

This contract modification will expire on July 31, 2022.

DISCUSSION:
In the spirit of partnership UTA and Westminster College wish to modify and extend the current contract for one additional year. The new contract term will be August 1, 2022 through July 31, 2023. All other terms of

the contract, including the discount of twenty-five percent, will remain the same.

CONTRACT SUMMARY:

Contractor Name:	Westminster College
Contract Number:	20-F0129-2
Base Contract Effective Dates:	August 1, 2020 through July 31, 2022
Extended Contract Dates:	August 1, 2022 through July 31, 2023
Existing Contract Value:	$27,500
Amendment Amount:	$30,250 to $47,190
New/Total Contract Value:	$57,750 to $74,690
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

1. Not approve the amendment and renegotiate a new contract price and term
2. Not approve the amendment and forgo revenue

FISCAL IMPACT:

Between $30,250 and $57,750 in revenue which represents a 10-30% increase in revenue as compared to 2021/22 school year.

This revenue was anticipated in the adopted 2022 Budget.

ATTACHMENTS:

1. Modification No. 2

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Modification No. 2
to
WESTMINSTER COLLEGE
PASS PURCHASE AND AMINISTRATION AGREEMENT
(Trip Based Discount)

This agreement is Modification No. 2 to the Pass Purchase and Administration Agreement (the Agreement") entered on August 1, 2020, by and between **Westminster College**, a body politic and corporate of the State of Utah ("**Westminster**") and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah ("**UTA**"). The effective date of this Modification No. 2 shall be August 1, 2022.

For good and valuable consideration, Westminster and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Agreement between Westminster and UTA entered as of August 1, 2020 (UTA Contract No. 20-F0129). The Parties desire to extend the Agreement for an additional year, through Modification No. 2, through July 31, 2023.

Background: The term of the initial Agreement, which commenced on August 1, 2020 and was extended by reason of Modification No. 1, is due to expire on July 31, 2022. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA issued EFC Pass as valid fare media under the terms of the Agreement (section 4). Westminster shall pay UTA the amount under the current billing terms laid out in section 7.

The Parties now desire to extend the Agreement for an additional year through July 31, 2023.

Summary of Adjustment: The Parties hereby extend the Agreement that is set to expire on July 31, 2022 for one additional year to cover the 2022 & 2023 academic calendar year. This one-year extension will begin on August 1, 2022 and expire on July 31, 2023. Authorized Users and Trip Based Discount will hold at 2021- 2022 levels respectively.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification.

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IN WITNESS WHEREOF, the parties have executed this Modification No. 2 as of the effective date shown above.

WESTMINSTER COLLEGE

Date

By:
Name:
Title:

UTAH TRANSIT AUTHORITY

Date

By:
Name:
Title:

Date

By:
Name:
Title:

Approved As To Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

By:
Name: Mike Bell
Title Utah Assistant Attorney General