

Utah Transit Authority Board of Trustees REGULAR MEETING AGENDA

669 West 200 South Salt Lake City, UT 84101

FrontLines Headquarters

Wednesday, October 8, 2025

9:00 AM

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 Andres Colman

4. Public Comment Chair Carlton Christensen

5. Consent Chair Carlton Christensen

a. Approval of September 24, 2025, Board Meeting Minutes

6. Reports

a. Executive Director Report

Jay Fox

- UTA Recognition Lifesaver Award for James Sidwell and Gabe Jacquez
- b. Strategic Plan Minute: Quality of Life LED Lighting Implementation

Jay Fox

c. Financial Report - August 2025

Viola Miller Brad Armstrong

d. Discretionary Grants Report Tracy Young

7. Resolutions

a. R2025-10-01 - Resolution Adopting the Amended 2025-2029 Five-Year Service Plan for the Years 2026-2029

Nichol Bourdeaux Jaron Robertson

 R2025-10-02 - Resolution Adopting the Authority's Tentative 2026 Budget and Setting a Public Hearing on the Tentative 2026 Budget Viola Miller

Board	d of Tr	ustees REGULAR MEETING AGENDA	October 8, 2025
	c.	R2025-10-03 - Resolution Authorizing Execution of a Collective Bargaining Agreement with International Brotherhood of Teamsters Local Union No. 222	Ann Green-Barton
8.	Cont	racts, Disbursements and Grants	
	a.	Contract: Bus Purchase through Washington State Contract Assignment of Options (Gillig, LLC)	Kyle Stockley
	b.	Contract: Memorandum of Understanding - S-Line Extension (Dee's, Inc.)	David Osborn
	c.	Contract: Betterment Agreement - Wayside Signal Design (Utah Department of Transportation)	David Osborn
	d.	Change Order: On-Call Systems Maintenance Contract Task Order #25-020 - Shepard Lane Fiber Upgrades (Rocky Mountain System Services)	David Osborn
	e.	Change Order: FrontRunner Double Track Project Funding and Reimbursement Agreement - Amendment 1 (Utah Department of Transportation)	Jared Scarbrough Janelle Robertson
	f.	Pre-Procurements - Snow Removal Service	Todd Mills
9.	Othe	er Business	Chair Carlton Christensen
	a.	Next Meeting: Wednesday, October 22, 2025 at 9:00 a.m.	
10.	Adjo	ourn	Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Requests for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting video link on the UTA Public Meeting Portal https://rideuta.legistar.com/Calendar.aspx
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting.
 - o Comments are limited to 3 minutes per commenter.
 - o One person's time may not be combined with another person's time.
 - o Distribution of handouts or other materials to meeting participants or attendees is not allowed.
 - o To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
 - o To join by Zoom:
 - Use this link: https://bit.ly/UTA_BOT_10-08-25 and follow the instructions to register for the meeting.
 - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
- 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) please specify that your comment is for the upcoming Board of Trustees meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, October 7th will be distributed to board members prior to the meeting and added to the public record.
- Meetings are audio and video recorded and live-streamed.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Curtis Haring, Board Manager **FROM:** Curtis Haring, Board Manager

TITLE:

Approval of September 24, 2025, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the September 24, 2025, 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 Public Meeting Web Portal on Wednesday, September 24, 2025, 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 https://www.utah.gov/pmn/sitemap/notice/1024857.html and video feed is available through the https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243575&GUID=04D8F7DE-3B8A-4B28-B1A5-20DFBBE0DFB8.

ATTACHMENTS:

2025-09-24_BOT_Minutes_unapproved



Utah Transit Authority Board of Trustees MEETING MINUTES - Draft

669 West 200 South Salt Lake City, UT 84101

Wednesday, September 24, 2025

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen

Trustee Beth Holbrook Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Ann Green-Barton, UTA Chief People Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of September 10, 2025, Board Meeting Minutes

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

6. Reports

a. Executive Director Report

APTA Award - UTA 2025 Outstanding Public Transportation System Achievement

Jay Fox, UTA Executive Director, spoke about UTA receiving the APTA Award for 2025 Outstanding Public Transportation System Achievement, which was presented during the APTA conference last week in Boston, MA.

b. Strategic Plan Minute: Generating Critical Economic Value - Economic Value Campaign

Fox delivered a report focusing on key milestones achieved thus far in 2025.

c. Pension Committee Report

Trustee Jeff Acerson is Chair of the Pension Committee and provided an update from the September 11, 2025, meeting.

7. Resolutions

a. R2025-09-05 - Resolution Approving the First Amendment to the Authority's 2025-2029 Five-Year Capital Plan

Viola Miller, UTA Chief Financial Officer, was joined by Daniel Hofer, UTA Director of Capital Programming and Support. This proposed Amendment modifies the existing 2025-2029 Five-Year Capital Plan by adding \$39,894,000.

This Amendment will affect two projects:

- -SD100/SD160 Light Rail Vehicle Replacement
- -Mt Ogden Admin Building Expansion

This increase in expenses will be offset by an equal increase in bond funds. Discussion followed and staff answered any questions.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2025-09-06 - Resolution Approving the First Amendment to the Authority's 2025 Capital Budget

Viola Miller was joined by Daniel Hofer to propose a budget amendment to the existing 2025 capital budget. This addition will affect the SD100/SD160 Light Rail Vehicle Replacement project. This proposed Budget Amendment will add \$67,000,000 to the overall 2025 Capital Budget. Discussion followed and staff answered any questions.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2025-09-07 - Resolution Accepting the Conveyance of Real Property Interests
Associated with the FrontRunner 2X and FrontRunner Point Improvements Projects

Jared Scarbrough, UTA, Acting Chief Capital Services Officer and Paul Drake, UTA, Director of Real Estate and TOD explained that UTA and UDOT have agreed that land parcels be purchased directly in UTA's name to avoid duplicating cost, time, effort, and documentation. It also ensures that UTA receives the properties in a timely manner and is covered under title insurance. That process also simplifies ownership, access rights, and maintenance responsibilities. Questions about the procurement process of individual homes, length of time, and the individual impact of current homeowners were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Change Order: Outside Legal Services Modification to Increase Not-To-Exceed Amount for Outside Legal Services Pool (Chapman and Cutter; Fabian VanCott; Gilmore Bell; Jackson Lewis PC; Kaplan, Kirsch, & Rockwell LLP; Kutak Rock LLP; Nossamon LLP; Parsons, Behle, & Latimer PLC; Spencer Fane LLP; Venable LLP)

David Wilkins, Assistant Attorney General, Director Transit Section, explained that several legal issues have arisen that were not anticipated when the Legal Services Pool was approved in June 2024. This increase of \$500,000 to \$2,000,000 in the overall Not-to-Exceed (NTE) amount is necessary to cover expenses through the end of the contract period ending July 1, 2029 (including two (2) one-year options). Discussion followed and staff answered any questions.

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

b. Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-043 - Maintenance Of Way Training Yard Construction (Stacy and Witbeck, Inc.)

David Osborn, UTA Acting Director of Capital Construction and Design, described that this training yard will allow UTA Maintenance of Way (MOW), employees to become proficient in the systems they maintain in a safe environment that does not affect revenue trains. Employees will be able to improve their maintenance response times, knowledge base, and overall confidence when troubleshooting mainline system components. Discussion followed and staff answered any questions.

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

c. Change Order: State and Local External Relations Services (ASG Consulting, LLC)

Annette Royle, UTA Chief of Board Strategy and Governance recounted that ASG Consulting has provided valuable support and representation of UTA's priorities through the 2023, 2024, and 2025 legislative sessions. Change Order 2 extends their work through the 2026 session. A future change order could be contracted to continue

support services into 2027.

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

9. Budget and Other Approvals

TBA2025-09-03 - Technical Budget Adjustment - 2025 Operating Budget

Viola Miller, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy to propose to add 11 Full-Time Equilvalent (FTE) to Operations to support the start-up of the MVX bus service slated to begin in April of 2026. Discussion followed and staff answered any questions.

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

10. Discussion Items

a. Next Generation Fare Collection System Update

Monica Howe, UTA Fares Director and Brian Reeves, UTA Associate Chief Financial Officer, gave an update on the next generation fare collection replacement project. UTA is currently operating in Phase 2, Phase 3, and Phase 4. Project completion is estimated to be in the first quarter of 2027. Discussion followed and staff answered any questions.

b. 2025-2026 UTA Insurance Program and Renewals

Brian Reeves reported that UTA completed its annual insurance renewals. Cyber and terrorism coverage saw lower premiums, most other areas remained stable, while railroad liability, excess coverage, and excess workers' compensation premiums rose due to higher market risk. Discussion followed and staff answered any questions.

c. Summary of the Series 2025 Bond Issuance

Viola Miller, Brian Reeves, and Brian Baker, Zions Bank Public Finance Municipal Advisor, gave an informational report on the final outcome of UTA's bond tendering, refunding and issuance to fund system improvements, repurchase tendered bonds and refund taxable bonds. Discussion followed and staff answered any questions.

Chair Christensen called for a recess at 10:32 a.m.

Meeting reconvened at 10:42 a.m.

d. Revised 2026-2030 Five-Year Capital Plan Overview

Jared Scarbrough, UTA Acting Chief Capital Services Officer and Daniel Hofer presented

the 5-year Capital Plan for 2026-2030 and highlighted 2026 specifically. Information included feedback and changes incorporated since the Board Budget Work Sessions. Discussion followed and staff answered any questions.

e. Tentative 2026 Operating and Capital Budget

Viola Miller, Brad Armstrong, and Daniel Hofer, were joined by Kim Shanklin, UTA Chief of Staff, Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, and Andres Colman, UTA Chief Operations Officer to discuss how the organization has built on the base budget with a selection of prioritized initiatives focused on UTA strategic objectives: Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

Nichol Bourdeaux clarified that funds allocated for "planning studies" in the capital budget would be used for the following:

- -Bus Optimization
- -Mapping Design Request study
- -Freeway study
- -Micro Mobility Accommodations Infrastructure study
- -Park and Ride Utilization study
- -Innovative Mobility Solutions study

Discussion followed and staff has committed to providing the tentative budget to the board for review in advance of approval.

11. Other Business

a. Next Meeting: Wednesday, October 8, 2025 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:00 p.m.

Transcribed by Cherilyn Bradford Executive Assistant to the Board Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at https://www.utah.gov/pmn/sitemap/publicbody/940.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/389?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen

Chair, Board of Trustees

Date: 10/8/2025



Board of Trustees

Utah Transit Authority MEETING MEMO

TO:	Board of Trustees						
FROM:	Jay Fox, Executive Director						
PRESENTER(S):	Jay Fox, Executive Director						
TITLE:							
Executive Director Report - UTA Recognition - Lifesaver Award for James Sidwell and Gabe Jacquez							

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- UTA Recognition - Lifesaver Award for James Sidwell and Gabe Jacquez (Andrés Colman, Camille Glenn)



Utah Transit Authority MEETING MEMO

board of Trustees		Date: 10/8/2025
TO:	Board of Trustees	
THROUGH:	Jay Fox, Executive Director	
FROM:	Jay Fox, Executive Director	
PRESENTER(S):	Jay Fox, Executive Director	
TITLE:		
Strategic Plan Minut	te: Quality of Life - LED Lighting Im	plementation
AGENDA ITEM TYPE Report	:	
RECOMMENDATION Informational report		
an update on one of	-	gic Goals and Objectives. The strategic minute provides Quality of Life, Customer Experience, Organizational
partnership with Env		tegic priority led by the Capital Services Office in inability. Together, they're advancing the LED Lighting achieved in 2025.
ALTERNATIVES: N/A		

FISCAL IMPACT: N/A			
ATTACHMENTS: None			



Utah Transit Authority MEETING MEMO

Board of Trustees		Date: 10/8/2025
то:	Board of Trustees	

THROUGH: Jay Fox, Executive Director

FROM: Viola Miller, Chief Financial Officer **PRESENTER(S):** Viola Miller, Chief Financial Officer

Brad Armstrong, Director Budget & Financial Strategy

Financial Report - August 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expenses to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual reports to be included in the monthly financial report. The August 2025 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and will be presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the August 2025 Monthly Financial Statements.

DISCUSSION:

At the October 8, 2025, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. The Chief Financial Officer will also present key metrics in Accounting, Supply Chain, and Fares and receive questions from the Board of Trustees.

ALTERNATIVES:

N	/Δ
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FISCAL IMPACT:

N/A

ATTACHMENTS:

- August 2025 Board Dashboard
- August 2025 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: Aug 31, 2025

Financial Metrics	Aug	Actual	Αι	ıg Budget	Fo	av / (Unfav)		%	ΥT	D Actual	ΥT	D Budget	Fav	/ (Unfav)		%
Sales Tax (Jul '25 mm \$)	\$	39.2	\$	39.6	\$	(0.38)	0	-1.0%	\$	290.8	\$	283.7	\$	7.06	0	2.5%
Fare Revenue (mm)	\$	3.2	\$	3.4	\$	(0.23)	0	-6.7%	\$	25.7	\$	25.1	\$	0.61	0	2.4%
Operating Exp (mm)	\$	35.5	\$	38.5	\$	2.91	0	7.6%	\$	285.4	\$	307.9	\$	22.47	0	7.3%
Subsidy Per Rider (SPR)	\$	9.93	\$	10.21	\$	0.28	0	2.7%	\$	9.89	\$	10.21	\$	0.32	0	3.1%
UTA Diesel Price (\$/gal)	\$	2.57	\$	3.60	\$	1.03	0	28.7%	\$	2.43	\$	3.60	\$	1.17	0	32.4%
Operating Metrics	Aug	Actual		Aug-24		F / (UF)		%	ΥT	D Actual	Y	TD 2024	F	-/ (UF)		%
Ridership (mm)		3.26		3.46		(0.20)	0	-5.9%		26.26		26.39		(0.14)	0	-0.5%
			Ene	ergy Cost	t by	/ Type (M	on	thly A	vg \	YTD)						
	Diese	el Bus	(Cost	t per Mile)					\$	0.52						
	Diese	el CR (Cost	per Mile)					\$	3.97						
Unleaded Gas (Cost per Mile)							\$	0.48								
CNG (Cost per Mile)							\$	0.37								
Bus Propulsion Power (Cost per Mile)								\$	0.52							
TRAX Propulsion Power (Cost per Mile)							\$	0.80								

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

Utah Transit Authority Financial Statement

(Unaudited)

August 31, 2025



KEY ITEM REPORT (UNAUDITED) As of August 31, 2025

	_	2025 YTD ACTUAL	2025 YTD BUDGET	ı	VARIANCE FAVORABLE NFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$	(27,101,193)	\$ (26,619,261)	\$	481,932	2%
2 Operating Expenses		285,415,421	307,887,377		22,471,956	7%
3 Net Operating Income (Lo	oss)	(258,314,228)	(281,268,115)		22,953,888	8%
4 Capital Revenue		(110,380,780)	(155,944,667)		(45,563,887)	-29%
5 Capital Expenses		150,485,054	220,154,000		69,668,946	32%
6 Net Capital Income (Loss	<u> </u>	(40,104,274)	(64,209,333)		24,105,059	38%
7 Sales Tax		(333,922,694)	(326,483,715)		7,438,979	2%
8 Other Revenue		(51,985,578)	(61,548,000)		(9,562,422)	-16%
9 Debt Service		47,841,513	51,825,667		3,984,155	8%
10 Sale of Assets		(1,362,643)	-		1,362,643	
11 Net Non-Operating Incon	ne (Loss)	339,429,402	336,206,048		3,223,354	1%
12 Contribution to Cash Bal	ance \$	41,010,900	\$ (9,271,401)	\$	50,282,301	542%
13 Amortization		6,604,661				
14 Depreciation		98,766,764				
15 Total Non-cash Items	-\$	105,371,425				

STATISTICS

RIDERSHIP

2024 YE Actual	Aug 2025	Aug 2024	Difference
16 40,478,945	3,259,163	3,462,627	(203,464)

2025 YTD	2024 YTD	Difference			
26,258,018	26,393,468	(135,450)			

OPERATING SUBSIDY PER RIDER -

		SPR
17 Net Operating Expense		\$ 285,415,421
18 Less: Passenger Revenue	-	(25,659,526)
19 Subtotal	•	259,755,894
20 Divided by: Ridership	÷	26,258,018
21 Subsidy per Rider		\$ 9.89

BALANCE SHEET

		8/31/2025	8/	31/2024
	CURRENT ASSETS			
1	Cash	\$ 19,362,180		34,703,589
2	Investments (Unrestricted)	297,150,112	3	397,727,751
3	Investments (Restricted)	247,284,854	1	38,745,811
4	Receivables	94,519,927	1	09,480,629
5	Receivables - Federal Grants	318,932		3,113,363
6	Inventories	52,812,549		47,566,893
7	Prepaid Expenses	6,509,743		602,962
8	TOTAL CURRENT ASSETS	\$ 717,958,297	\$ 7	731,940,998
9	Property, Plant & Equipment (Net)	2,959,722,727	2,8	394,693,637
10	Other Assets	138,450,810		29,373,921
11	TOTAL ASSETS	\$ 3,816,131,834	\$ 3,7	756,008,556
12	Current Liabilities	129,732,561	1	65,827,220
14	Net Pension Liability	133,377,587	1	42,283,669
15	Outstanding Debt	2,339,194,368	2,2	245,564,873
16	Net Investment in Capital Assets	825,270,300	8	307,410,051
17	Restricted Net Position	114,421,306		89,140,653
18	Unrestricted Net Position	274,135,712		305,782,090
19	TOTAL LIABILITIES & EQUITY	\$ 3,816,131,834	\$ 3,7	756,008,556
REST	RICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECON	ICILIATION		
	RESTRICTED RESERVES			
20	2018 Bond Proceeds	69	\$	65
21	2019 Bond Proceeds	4,801		711,197
22	2025 Bond Proceeds	128,047,020		
23	Debt Service Interest Payable	40,266,850		39,430,359
24	Risk Contingency Fund	8,220,469		8,271,244
25	Catastrophic Risk Reserve Fund	1,187,464		1,149,859
26	Box Elder County ROW (sales tax)	4,947,379		3,278,330
27	Utah County 4th Qtr (sales tax)	30,286,270		21,814,182
28	Amounts held in escrow	34,324,532		62,662,593
29	TOTAL RESTRICTED RESERVES	\$ 247,284,854	\$ 1	37,317,830
	DESIGNATED GENERAL AND CAPITAL RESERVES			
30	General Reserves	\$ 80,300,000		72,100,000
31	Service Sustainability Reserves	13,400,000		12,017,000
32	Capital Reserve	66,900,000		46,541,000
33	Debt Reduction Reserve	30,000,000		30,000,000
34	TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 190,600,000	\$ 1	60,658,000
35	TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 437,884,854	\$ 2	297,975,830

SUMMARY FINANCIAL DATA (UNAUDITED) As of August 31, 2025

REVENUE & EXPENSES

1 Passenge 2 Advertisir 3 TOTAL OPE OPERATING 4 Bus Servi 5 Commute 6 Light Rail 7 Maintenan 8 Paratrans 9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	er Rail nce of Way sit Service e/Van Pool Services sit ns Support ation	\$ \$	(3,179,083) (181,250) (3,360,333) 12,337,067 2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134	\$ \$	(3,021,880) (179,167) (3,201,046) 11,981,579 2,503,916 3,962,062 1,325,616 3,191,813 193,367	\$ \$	(25,659,526) (1,441,667) (27,101,193) 102,550,206 18,366,628 33,724,192 13,556,065	\$ (26,445,553 (1,375,333) \$ (27,820,886) \$ 95,378,967 19,981,660 31,103,446 14,137,486
2 Advertisin 3 TOTAL OPE OPERATING 4 Bus Servi 5 Commute 6 Light Rail 7 Maintenan 8 Paratrans 9 RideShan 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPER 16 Investmen	ng Revenue ERATING REVENUE G EXPENSE ice er Rail nnce of Way sit Service e/Van Pool Services sit ns Support action artmental	\$	(181,250) (3,360,333) 12,337,067 2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134	\$	(179,167) (3,201,046) 11,981,579 2,503,916 3,962,062 1,325,616 3,191,813	\$	(1,441,667) (27,101,193) 102,550,206 18,366,628 33,724,192 13,556,065	\$ (27,820,886) \$ (27,820,886) \$ 95,378,967 19,981,660 31,103,446 14,137,486
OPERATING Bus Servi Commute Light Rail Maintenan Paratrans RideShare Operation Commute Administr Non-Depa Total OPERA NON-OPERA	ERATING REVENUE G EXPENSE ice er Rail nce of Way sit Service e/Van Pool Services sit as Support action artmental		(3,360,333) 12,337,067 2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134		(3,201,046) 11,981,579 2,503,916 3,962,062 1,325,616 3,191,813		(27,101,193) 102,550,206 18,366,628 33,724,192 13,556,065	\$ (27,820,886) \$ 95,378,967 19,981,660 31,103,446 14,137,488
OPERATING 4 Bus Servi 5 Commute 6 Light Rail 7 Maintenan 8 Paratrans 9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPER 16 Investmen	G EXPENSE ice er Rail nce of Way sit Service e/Van Pool Services sit ns Support action artmental		12,337,067 2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134		11,981,579 2,503,916 3,962,062 1,325,616 3,191,813		102,550,206 18,366,628 33,724,192 13,556,065	\$ 95,378,967 19,981,660 31,103,446 14,137,488
4 Bus Servi 5 Commute 6 Light Rail 7 Maintenar 8 Paratrans 9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	ice er Rail nce of Way sit Service e/Van Pool Services sit ns Support action artmental	\$	2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134	\$	2,503,916 3,962,062 1,325,616 3,191,813	\$	18,366,628 33,724,192 13,556,065	19,981,660 31,103,446 14,137,488
5 Commute 6 Light Rail 7 Maintenan 8 Paratrans 9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	er Rail nce of Way sit Service e/Van Pool Services sit ns Support ation artmental	\$	2,279,121 4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134	\$	2,503,916 3,962,062 1,325,616 3,191,813	\$	18,366,628 33,724,192 13,556,065	19,981,660 31,103,446 14,137,488
6 Light Rail 7 Maintenan 8 Paratrans 9 RideShan 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	nce of Way sit Service e/Van Pool Services sit ns Support ration artmental		4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134		3,962,062 1,325,616 3,191,813		33,724,192 13,556,065	31,103,446 14,137,488
7 Maintenan 8 Paratrans 9 RideShan 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPER 16 Investmen	nce of Way sit Service e/Van Pool Services sit as Support ration artmental		4,233,455 1,671,098 2,568,812 351,580 1,390,257 4,859,134		1,325,616 3,191,813		13,556,065	14,137,488
8 Paratrans 9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPER 16 Investmen	sit Service e/Van Pool Services sit as Support ation artmental		2,568,812 351,580 1,390,257 4,859,134		3,191,813			
9 RideShar 10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	e/Van Pool Services sit ns Support ation artmental		351,580 1,390,257 4,859,134				00 400 500	00.070.10
10 Microtran 11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	sit ns Support ation artmental		1,390,257 4,859,134				20,120,529	20,276,19
11 Operation 12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	ns Support ation artmental		1,390,257 4,859,134				2,572,155	2,108,993
12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	ation artmental		4,859,134		(334,730)		10,922,168	5,994,21
12 Administr 13 Non-Depa 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen	ation artmental				4,467,971		42,090,918	43,291,77
13 Non-Depart 14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen			6,676,781		4,127,514		42,333,026	35,444,748
14 TOTAL OPE 15 NET OPERA NON-OPERA 16 Investmen			(820,468)		-		(820,468)	5,557,29
NON-OPER		\$	35,546,838	\$	31,419,108	\$	285,415,421	\$ 273,274,765
16 Investmer	ATING (INCOME) LOSS	\$	32,186,505	\$	28,218,062	\$	258,314,228	\$ 245,453,879
16 Investmer	ATING EXPENSE (REVENUE)							
17 Sales Tax	nt Revenue		(1,043,788)		(934,825)		(9,908,820)	(17,905,445
	k Revenue¹		(45,293,874)		(36,277,149)		(333,922,694)	(323,633,123
18 Other Rev	venue		(1,025,033)		(679,641)		(8,895,223)	(6,556,053
19 Fed Oper	rations/Preventative Maint. Revenue		(53,568)		(119,375)		(33,181,535)	(4,980,040
20 Bond Inte			6,218,651		11,956,067		42,975,272	54,445,458
21 Bond Inte	rest UTCT		139,793		148,357		1,144,035	1,186,857
22 Bond Cos	st of Issuance/Fees		658,217		999,776		2,358,784	1,083,076
23 Lease Inte	erest		46,520		, -		1,363,422	2,055,666
24 Sale of As	ssets		8,223		(1,754,526)		(1,362,643)	(793,159
25 TOTAL NON	N-OPERATING EXPENSE (REVENUE)	\$	(40,344,860)	\$	(26,661,317)	\$	(339,429,402)	\$ (295,096,764
26 CONTRIBUT	TION TO RESERVES	\$	8,158,354	\$	(1,556,745)	\$	81,115,174	\$ 49,642,884
OTHER EX	PENSES (NON-CASH)							
	mium/Discount Amortization		(344,047)		(334,645)		(2,752,374)	(2,737,640
	unding Cost Amortization		1,102,053		14,242,598		8,816,426	22,940,787
	evenue Cost Amortization		67,576		67,576		540,609	540,609
30 Depreciat			12,903,726		11,418,427		98,766,764	92,216,667
31 NET OTH		\$	13,729,309	\$	25,393,956	\$	105,371,425	\$ 112,960,423

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

BUDGET TO ACTUAL REPORT (UNAUDITED) As of August 31, 2025

CURRENT MONTH

	ENI MONIH	ACTUAL Aug-25	BUDGET Aug-25	F	/ARIANCE FAVORABLE NFAVORABLE)	% FAVORABLE (UNFAVORABLE)
(OPERATING REVENUE	Ü	ŭ		•	
1	Passenger Revenue	\$ (3,179,083)	\$ (3,407,054)	\$	(227,971)	-7%
2	Advertising Revenue	(181,250)	(195,917)	·	(14,667)	-7%
3 1	TOTAL OPERATING REVENUE	\$ (3,360,333)	\$ (3,602,971)	\$	(242,638)	-7%
(OPERATING EXPENSE					
4	Bus Service	12,337,067	13,336,265	\$	999,198	7%
5	Commuter Rail	2,279,121	2,736,357		457,236	17%
6	Light Rail	4,233,455	4,329,037		95,582	2%
7	Maintenance of Way	1,671,098	1,919,184		248,086	13%
8	Paratransit Service	2,568,812	2,504,046		(64,767)	-3%
9	RideShare/Van Pool Services	351,580	336,139		(15,441)	-5%
10	Microtransit	1,390,257	1,400,877		10,620	1%
11	Operations Support	4,859,134	5,525,773		666,639	12%
12	Administration	6,676,781	6,372,563		(304,218)	-5%
13	Non-Departmental	(820,468)	-		820,468	
14 7	TOTAL OPERATING EXPENSE	\$ 35,546,838	\$ 38,460,240	\$	2,913,402	8%
15 I	NET OPERATING (INCOME) LOSS	\$ 32,186,505	\$ 34,857,269	\$	2,670,764	8%
	NON-OPERATING EXPENSE (REVENUE)					
16	Investment Revenue	\$ (1,043,788)	\$ (423,750)	\$	620,038	146%
17	Sales Tax Revenue	(45,293,874)	(42,738,657)		2,555,216	6%
18	Other Revenue	(1,025,033)	(1,235,500)		(210,467)	-17%
19	Fed Operations/Preventative Maint. Revenue	(53,568)	(6,034,000)		(5,980,432)	-99%
20	Bond Interest	6,218,651	6,049,457		(169,195)	-3%
21	Bond Interest UTCT	139,793	139,793		0	0%
22	Bond Cost of Issuance/Fees	658,217	4,000		(654,217)	-16355%
23	Lease Interest	46,520	283,303		236,783	84%
24	Sale of Assets	8,223			(8,223)	
25 1	TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (40,344,860)	\$ (43,955,355)	\$	(3,610,495)	-8%
26 (CONTRIBUTION TO RESERVES	\$ 8,158,354	\$ 9,098,086			

BUDGET TO ACTUAL REPORT BY CHIEF (UNAUDITED) As of August 31, 2025

CURRENT MONTH

				VARIANCE	%
		ACTUAL	BUDGET	FAVORABLE	FAVORABLE
		Aug-25	Aug-25	(UNFAVORABLE)	(UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	\$ 282,084	\$ 314,069	\$ 31,985	10%
2	Executive Director	651,884	628,222	(23,662)	-4%
3	Chief Communication Officer	218,589	403,498	184,909	46%
4	Chief Planning and Engagement Off	2,136,940	2,275,405	138,465	6%
5	Chief Finance Officer	1,487,518	1,586,418	98,900	6%
6	Chief Operating Officer	26,468,365	28,927,766	2,459,401	9%
7	Chief People Officer	940,250	1,157,342	217,092	19%
8	Chief Development Officer	495,993	677,787	181,794	27%
9	Chief Enterprise Strategy Officer	3,685,683	2,489,733	(1,195,950)	-48%
10	Non-Departmental	(820,468)	-	820,468	
11 .	TOTAL OPERATING EXPENSE	\$ 35,546,838	\$ 38,460,240	\$ 2,913,402	8%

YEAR TO DATE

		ACTUAL Aug-24	BUDGET Aug-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
C	OPERATING EXPENSE	7149 2-1	7 tag 2 4	(0)	(51111111111111111111111111111111111111
12	Board of Trustees	\$ 2,035,718	\$ 2,512,556	\$ 476,838	19%
13	Executive Director	4,859,879	5,025,788	165,909	3%
14	Chief Communication Officer	2,533,919	3,227,993	694,074	22%
15	Chief Planning and Engagement Off	17,274,353	18,271,943	997,590	5%
16	Chief Finance Officer	10,763,540	12,665,042	1,901,502	15%
17	Chief Operating Officer	218,420,464	231,378,313	12,957,849	6%
18	Chief People Officer	7,223,731	9,238,559	2,014,828	22%
19	Chief Devlopment Officer	5,215,547	5,447,294	231,747	4%
20	Chief Enterprise Strategy Officer	19,127,437	19,690,881	563,444	3%
21	Non-Departmental	(820,468)	429,008	1,249,476	291%
22 T	TOTAL OPERATING EXPENSE	\$ 286,634,120	\$ 307,887,377	\$ 21,253,256	7%

YEAR TO DATE

	ACTUAL Aug-25	BUDGET Aug-25	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (25,659,526)	\$ (25,051,928)	\$ 607,598	2%
2 Advertising Revenue	(1,441,667)	(1,567,333)	(125,667)	-8%
3 TOTAL OPERATING REVENUE	\$ (27,101,193)	\$ (26,619,261)	\$ 481,932	2%
OPERATING EXPENSE				
4 Bus Service	\$ 102,550,206	\$ 106,852,904	\$ 4,302,698	4%
5 Commuter Rail	18,366,628	21,798,943	3,432,315	16%
6 Light Rail	33,724,192	34,383,199	659,007	2%
7 Maintenance of Way	13,556,065	15,347,411	1,791,345	12%
8 Paratransit Service	20,120,529	19,989,567	(130,962)	-1%
9 RideShare/Van Pool Services	2,572,155	2,689,119	116,964	4%
10 Microtransit	10,922,168	11,207,064	284,896	3%
11 Operations Support	42,090,918	44,574,282	2,483,364	6%
12 Administration	42,333,026	50,615,880	8,282,854	16%
13 Non-Departmental	(820,468)	429,008	1,249,476	291%
14 TOTAL OPERATING EXPENSE	\$ 285,415,421	\$ 307,887,377	\$ 22,471,956	7%
15 NET OPERATING (INCOME) LOSS	\$ 258,314,228	\$ 281,268,115	\$ 22,953,888	8%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (9,908,820)	\$ (3,390,000)	\$ 6,518,820	192%
17 Sales Tax Revenue	(333,922,694)	(326,483,715)	7,438,979	2%
18 Other Revenue	(8,895,223)	(9,884,000)	(988,777)	-10%
19 Fed Operations/Preventative Maint. Revenue	(33,181,535)	(48,274,000)	(15,092,465)	-31%
20 Bond Interest	42,975,272	48,395,653	5,420,380	11%
21 Bond Interest UTCT	1,144,035	1,118,341	(25,693)	-2%
22 Bond Cost of Issuance/Fees	2,358,784	45,250	(2,313,534)	-5113%
23 Lease Interest	1,363,422	2,266,423	903,002	40%
24 Sale of Assets	(1,362,643)	<u> </u>	1,362,643	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (339,429,402)	\$ (336,206,048)	\$ 3,223,354	1%
26 CONTRIBUTION TO RESERVES	\$ 81,115,174	\$ 54,937,933		

(UNAUDITED)
As of August 31, 2025

EXPENSES	2025 ACTUAL	ANNUAL BUDGET	PERCENT
 Capital Services Enterprise Strategy 	\$ 133,351,642 6,329,931	\$ 270,680,000 19,460,000	49.3% 32.5%
3 Executive Director (Safety)4 Finance	636,583 6,322,149	1,360,000 23,019,000	46.8% 27.5%
5 Operations 6 People	1,531,722 1,766,695	10,482,000 2,795,000	14.6% 63.2%
7 Planning & Engagement 9 TOTAL	\$ 546,332 150,485,054	\$ 2,435,000 330,231,000	22.4% 45.6%
REVENUES			
10 GRANT 11 STATE CONTRIBUTION	\$ 91,491,423 7,201,197	\$ 127,571,000 45,619,000	71.7% 15.8%
12 LEASES (PAID TO DATE) 13 BONDS 14 LOCAL PARTNERS	8,702,039 - 2,986,121	32,652,000 23,055,000 5,020,000	26.7% 0.0% 59.5%
15 UTA FUNDING 16 TOTAL	\$ 40,104,274 150,485,054	\$ 96,314,000 330,231,000	41.6% 45.6%

FAREBOX RECOVERY & SPR (UNAUDITED) As of August 31, 2025

BY SERVICE

BY SERVICE						
	CURRENT		YEAR TO			
	Aug-25	Aug-24	2025	2024		
UTA		0.4.4.0.4.00				
Fully Allocated Costs	35,546,838	31,419,108	285,415,420	273,274,765		
Passenger Farebox Revenue	3,179,083	3,021,880	25,659,526	26,445,553		
Passengers	3,259,163	3,462,627	26,258,018	26,393,468		
Farebox Recovery Ratio	8.9%	9.6%	9.0%	9.7%		
Actual Subsidy per Rider	\$9.93	\$8.20	\$9.89	\$9.35		
BUS SERVICE						
Fully Allocated Costs	17,186,413	16,168,227	142,936,445	136,446,922		
Passenger Farebox Revenue	1,375,192	1,406,419	11,003,652	10,804,065		
Passengers	1,635,146	1,685,120	13,091,555	12,838,555		
Farebox Recovery Ratio	8.0%	8.7%	7.7%	7.9%		
Actual Subsidy per Rider	\$9.67	\$8.76	\$10.08	\$9.79		
LIGHT RAIL SERVICE						
Fully Allocated Costs	8,817,291	7,333,958	67,852,785	65,866,083		
Passenger Farebox Revenue	655,041	786,760	5,273,629	5,622,991		
Passengers	1,060,889	1,189,566	8,490,355	9,087,392		
Farebox Recovery Ratio	7.4%	10.7%	7.8%	8.5%		
Actual Subsidy per Rider	\$7.69	\$5.50	\$7.37	\$6.63		
COMMUTER RAIL SERVICE	4 007 005	4 07 4 700	00 005 540	04.040.050		
Fully Allocated Costs	4,227,085	4,074,729	33,325,516	34,842,856		
Passenger Farebox Revenue	483,762	419,069	3,516,237	3,682,475		
Passengers	321,845	352,351	2,697,125	2,687,593		
Farebox Recovery Ratio	11.4%	10.3%	10.6%	10.6%		
Actual Subsidy per Rider	\$11.63	\$10.38	\$11.05	\$11.59		
MICROTRANSIT	4 520 640	(000 427)	40,004,000	7.004.007		
Fully Allocated Costs	1,538,618	(222,437)	12,021,266	7,094,667		
Passenger Farebox Revenue	59,068	48,516	446,517	366,669		
Passengers	56,211	50,634	433,262	366,909		
Farebox Recovery Ratio Actual Subsidy per Rider	3.8% \$26.32	-21.8% (\$5.35)	3.7% \$26.72	5.2% \$18.34		
	φ20.32	(\$5.55)	φ20.7 <i>2</i>	φ10.34		
PARATRANSIT						
Fully Allocated Costs	3,024,033	3,527,721	23,759,305	23,971,828		
Passenger Farebox Revenue	248,067	(184,519)	2,530,330	3,363,218		
Passengers	78,026	90,259	633,810	658,697		
Farebox Recovery Ratio	8.2%	-5.2%	10.6%	14.0%		
Actual Subsidy per Rider	\$35.58	\$41.13	\$33.49	\$31.29		
RIDESHARE						
Fully Allocated Costs	753,398	536,910	5,520,103	5,052,409		
Passenger Farebox Revenue	357,952	545,635	2,889,161	2,606,136		
Passengers	107,046	94,697	911,911	754,322		
Farebox Recovery Ratio	47.5%	101.6%	52.3%	51.6%		
Actual Subsidy per Rider	\$3.69	(\$0.09)	\$2.89	\$3.24		

FAREBOX RECOVERY & SPR (UNAUDITED) As of August 31, 2025

BY TYPE

	CURRENT M	ONTH	YEAR TO D	ATE	
	Aug-25	Aug-24	2025	2024	
FULLY ALLOCATED COSTS					
Bus Service	\$17,186,413	\$16,168,227	\$142,936,445	\$136,446,922	
Light Rail Service	\$8,817,291	\$7,333,958	\$67,852,785	\$65,866,083	
Commuter Rail Service	\$4,227,085	\$4,074,729	\$33,325,516	\$34,842,856	
Microtransit	\$1,538,618	-\$222,437	\$12,021,266	\$7,094,667	
Paratransit	\$3,024,033	\$3,527,721	\$23,759,305	\$23,971,828	
Rideshare	\$753,398	\$536,910	\$5,520,103	\$5,052,409	
UTA	\$35,546,838	\$31,419,108	\$285,415,420	\$273,274,765	
PASSENGER FAREBOX REVENUE					
Bus Service	\$1,375,192	\$1,406,419	\$11,003,652	\$10,804,065	
Light Rail Service	\$655,041	\$786,760	\$5,273,629	\$5,622,991	
Commuter Rail Service	\$483,762	\$419,069	\$3,516,237	\$3,682,475	
Microtransit	\$59,068	\$48,516	\$446,517	\$366,669	
Paratransit	\$248,067	(\$184,519)	\$2,530,330	\$3,363,218	
Rideshare	\$357,952	\$545,635	\$2,889,161	\$2,606,136	
UTA	\$3,179,083	\$3,021,880	\$25,659,526	\$26,445,553	
PASSENGERS					
Bus Service	1,635,146	1,685,120	13,091,555	12,838,555	
ight Rail Service	1,060,889	1,189,566	8,490,355	9,087,392	
Commuter Rail Service	321,845	352,351	2,697,125	2,687,593	
/licrotransit	56,211	50,634	433,262	366,909	
Paratransit	78,026	90,259	633,810	658,697	
Rideshare	107,046	94,697	911,911	754,322	
JTA	3,259,163	3,462,627	26,258,018	26,393,468	
FAREBOX RECOVERY RATIO					
Bus Service	8.0%	8.7%	7.7%	7.9%	
ight Rail Service	7.4%	10.7%	7.8%	8.5%	
Commuter Rail Service	11.4%	10.3%	10.6%	10.6%	
Microtransit	3.8%	-21.8%	3.7%	5.2%	
Paratransit	8.2%	-5.2%	10.6%	14.0%	
Rideshare	47.5%	101.6%	52.3%	51.6%	
UTA	8.9%	9.6%	9.0%	9.7%	
ACTUAL SUBSIDY PER RIDER					
Bus Service	\$9.67	\$8.76	\$10.08	\$9.79	
ight Rail Service	\$7.69	\$5.50	\$7.37	\$6.63	
Commuter Rail Service	\$11.63	\$10.38	\$11.05	\$11.59	
Microtransit	\$26.32	(\$5.35)	\$26.72	\$18.34	
Paratransit	\$35.58	\$41.13	\$33.49	\$31.29	
Rideshare	\$3.69	(\$0.09)	\$2.89	\$3.24	
UTA	\$9.93	\$8.20	\$9.89	\$9.35	

SUMMARY OF ACCOUNTS RECEIVABLE (UNAUDITED)

As of August 31, 2025

Class	sification_	<u>Total</u>	Current	31-60 Days	61-90 Days	90-120 Days	Ove	er 120 Days
1	Federal Grants Government 1	\$ 318,932	\$ 318,932	-	-	-		-
2	Sales Tax Contributions	77,596,421	45,534,383	\$ 32,062,038	-	-		-
3	Warranty Recovery	1,474,279	1,474,279	-	-	-		-
4	Build America Bond Subsidies	-	-	-	-	-		-
5	Product Sales and Development	5,550,609	3,880,216	14,894	154,004	25,531		1,475,964
6	Pass Sales	(202,667)	(103,768)	(221,350)	1,573	-		120,878
7	Property Management	131,373	21,390	13,359	6,911	3,207		86,506
8	Vanpool/Rideshare	179,761	68,870	38,442	25,610	3,937		42,902
9	Salt Lake City Agreement	508,471	508,471	-	-	-		-
10	Planning	-	-	-	-	-		-
11	Capital Development Agreements	24,295,461	24,218,826	76,634	0	-		-
12	Other	(3,648,944)	421,324	105,639	600	4,369		360,823
13	Total	\$ 106,203,696	\$ 76,342,923	\$ 32,089,656	\$ 188,698	\$ 37,044	\$	2,087,074
Perc	entage Due by Aging							
14	Federal Grants Government 1		100.0%	0.0%	0.0%	0.0%		0.0%
15	Sales Tax Contributions		58.7%	41.3%	0.0%	0.0%		0.0%
16	Warranty Recovery		100.0%	0.0%	0.0%	0.0%		0.0%
17	Build America Bond Subsidies		0.0%	0.0%	0.0%	0.0%		0.0%
18	Product Sales and Development		69.9%	0.3%	2.8%	0.5%		26.6%
19	Pass Sales		51.2%	109.2%	-0.8%	0.0%		-59.6%
20	Property Management		16.3%	10.2%	5.3%	2.4%		65.8%
21	Vanpool/Rideshare		38.3%	21.4%	14.2%	2.2%		23.9%
22	Salt Lake City Agreement		100.0%	0.0%	0.0%	0.0%		0.0%
23	Planning							
24	Capital Development Agreements		99.7%	0.3%	0.0%	0.0%		0.0%
25	Other		-11.5%	-2.9%	0.0%	-0.1%		-9.9%
26	Total		71.9%	30.2%	0.2%	0.0%		2.0%

¹ Federal preventive maintenance funds and federal RideShare funds

Contract # and Description		Contract Date	Vendor	Check #	Date	Check Total
	LIABILITY INSURANCE POLICIES		Alliant Insurance	905206	8/13/2025	(1,049,668.14)
	TPSS UPGRADE/REHAB		Calvin L Wadsworth Constr. Com	905204	8/13/2025	(309,088.84)
	Pension Contribution		Cambridge Associates, LLC.	392368	8/8/2025	(1,384,584.58)
	Pension Contribution		Cambridge Associates, LLC.	392641	8/22/2025	(1,338,991.01)
1072863	DSPD		Dept of Health and Human Servi	905270	8/20/2025	(542,659.78)
02403914	Bus Simulator		Excel Driver Services	392277	8/6/2025	(304,568.75)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
00017341	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
00017341	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
00017341	Bus Purchase	8/15/2024	GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(1,115,758.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(1,115,758.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(1,115,758.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905115	8/6/2025	(1,115,758.00)
	Bus Purchase		GILLIG CORPORATION	905365	8/27/2025	(765,581.00)
	Bus Purchase		GILLIG CORPORATION	905365	8/27/2025	(765,581.00)
00017341	Risk Claim	0/13/2024	Intermountain Medical Center	676884	8/19/2025	(429,933.76)
02203654	LED Sign Replacement	10/17/2024	International Display Systems,	392450	8/13/2025	(581,968.24)
	S-Line PDB Phase 1		Kiewit Infrastructure West Co.	905359	8/27/2025	(241,254.53)
	PARA SERVICE		MV PUBLIC TRANSPORTATION	905269	8/20/2025	(289,706.21)
	Drive Wheels		PENN MACHINE COMPANY LLC	905110	8/6/2025	(277,453.00)
R2024-10-03			ROCKY MOUNTAIN POWER	392276	8/6/2025	(212,854.26)
R2024-10-03			ROCKY MOUNTAIN POWER	392449	8/13/2025	(480,772.11)
	MKV20-System		SCHEIDT & BACHMANN USA, INC.	905114	8/6/2025	(1,131,399.68)
	MKV20-System		SCHEIDT & BACHMANN USA, INC.	905363	8/27/2025	(1,082,100.00)
	HEALTH INSURANCE		SELECT HEALTH	905368	8/27/2025	(1,057,074.30)
	Microsoft EA		SHI INTERNATIONAL CORP.	905364	8/27/2025	(930,451.54)
	Microsoft EA		SHI INTERNATIONAL CORP.	905364	8/27/2025	(212,235.92)
23037491			Siemens Mobility Inc	905271	8/20/2025	(466,890.75)
	ON-CALL MAINTENANCE		Stacy and Witbeck, Inc.	905271	8/20/2025	(3,523,831.05)
	ON-CALL MAINTENANCE		Stacy and Witbeck, Inc.	905272	8/20/2025	(614,412.74)
	ON-CALL MAINTENANCE		Stacy and Witbeck, Inc.	905272	8/20/2025	(394,927.00)
	ON-CALL MAINTENANCE		Stacy and Witbeck, Inc.	905272	8/20/2025	(249,291.04)
	Pass Through Grant		Suzy's Senior Companionship Se	905198	8/13/2025	(203,000.00)
	SUPPLIMENTAL SERVICE		The Driver Provider	905111	8/6/2025	(463,120.76)
	SOFTWARE SERVICE		TRAPEZE SOFTWARE GROUP, INC.	905113	8/6/2025	(850,388.97)
	SOFTWARE SERVICE		TRAPEZE SOFTWARE GROUP, INC.	905113	8/6/2025	(223,603.00)
					8/27/2025	
	SOFTWARE SERVICE		TRAPEZE SOFTWARE GROUP, INC.	905361 392395		(608,884.00)
	INCOME TAX		UTAH ST TAX (WITHHOLDING ONLY)	392395 392670	8/8/2025 8/22/2025	(368,226.40)
	INCOME TAX		UTAH ST TAX (WITHHOLDING ONLY) VIA TRANSPORTATION INC	905112		(351,708.50)
	ON DEMAND MOBILITY			905112	8/6/2025 8/6/2025	(560,291.01)
00203399	ON DEMAND MOBILITY	4/23/2023	VIA TRANSPORTATION INC	300112	0/0/2023	(262,495.85)





Utah Transit Authority MEETING MEMO

Board of Trustees	Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Viola Miller, Chief Financial Officer **PRESENTER(S):** Tracy Young, Grants Director

TITLE:

Discretionary Grants Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Board Policy 2.2 Contract Authority, Procurement and Grants states that any discretionary grant pursued by the Authority will be consistent with the Authority's mission and strategic priorities. The policy also requires that the Executive Director notify the Board of Trustees if a discretionary grant of \$250,000 or more is being sought. This report on upcoming and in-process discretionary grant applications provides the Board an opportunity to be informed and give input on proposed grant applications.

The discretionary grant update provides information on:

- Grant applications proposed
- Grants not selected for award
- Grant applications submitted waiting selection; and
- Grants that have been selected for award but have not yet been obligated in a grant agreement and not previously presented to the Board.

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A grants update will be provided.

- Grant Applications Not Selected none to report
- Proposed Grant Applications 2
- Grant Applications Awaiting Selection 3 (previously reported as proposed but have now been submitted)
- Discretionary Grants/Appropriations Selected none to report

ALTERNATIVES:

N/A

FISCAL IMPACT:

The Rocky Mountain Power funds for Depot District charger costs requires a 25% match which will come from TTIF for Davis SL Community Connector and for Midvalley Express and are included in the Capital Investment Grant Budgets. Both projects are included in the current capital budget.

ATTACHMENTS:

N/A



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer

Jaron Robertson, Director of Planning

TITLE:

R2025-10-01 - Resolution Adopting the Amended 2025-2029 Five-Year Service Plan for the Years 2026-2029

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2025-10-01 Amending the 2025 - 2029 Five-Year Service Plan

BACKGROUND:

The Utah Transit Authority (UTA) is a public transit district organized under the Utah Limited Purpose Local Government Entities Special Districts Act and the Utah Public Transit District Act (collectively "the Act"). UTA Board Policy 3.2 - Service Planning Implementation requires UTA to update its Five-Year Service Plan every two years, following consultation with the Local Advisory Council and in collaboration with counties and local municipalities.

In November 2024, the Local Advisory Council recommended adoption of the 2025-2029 Five-Year Service Plan. The Board of Trustees adopted the plan the following month through Resolution R2024-12-01.

Since that time, UTA has prepared an amended version of the Five-Year Service Plan for the years 2026 through 2029 (the "Amended Plan"). The Amended Plan incorporates updated budget projections and resource availability reflected in UTA's proposed 2026 Annual Budget and the Proposed 2026 Annual Service Plan.

UTA consulted with the Local Advisory Council on the Amended Plan during the August 27, 2025 Local Advisory Council meeting in accordance with the Act and Board Policy 3.2.

DISCUSSION:

The Amended 2025 - 2029 Five-Year Service Plan adjusts implementation of service changes to reflect updated projections of available resources.

- 2026 Service Changes are included as part of the Proposed 2026 Annual Service Plan. Changes include:
 - Advancing implementation of the Midvalley Express route (MVX) from 2027 to April 2026.
 - Postponing implementation of new service to time periods that will be determined in the next 2027-2031 Service Plan.
- 2027 2029 service changes will be incorporated into the upcoming 2027-2031 Five-Year Service Plan being developed next year.

ALTERNATIVES:

Reject the Amended Plan and maintain the adopted 2025 - 2029 Five Year Service Plan

FISCAL IMPACT:

\$2.9 Million per the Tentative 2026 Operating and Capital Budget

ATTACHMENTS:

• R2024-10-01-Adopting the Amended 2025-2029 Five-Year Service Plan, including Exhibit A: Amended 2025 - 2029 Five-Year Service Plan for the years 2026 through 2029

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AMENDED 2025-2029 FIVE-YEAR SERVICE PLAN FOR THE YEARS 2026-2029

R2025-10-01 October 08, 2025

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

WHEREAS, the Act requires service plans and routes to be developed every two and one-half years and to be presented to the Local Advisory Council for their consultation to the Board of Trustees; and

WHEREAS, the Board of the Authority approved the 2025 – 2029 Five-Year Service Plan ("the Service Plan") at their December 4, 2024 meeting in Resolution R2024-12-01 after consultation with the Local Advisory Council; and

WHEREAS, since the approval of the Service Plan the federally funded Midvalley Express Project (MVX) anticipated for 2027 service has advanced its construction schedule and will be ready to put into service in 2026; and

WHEREAS, the Authority desires to initiate MVX service as soon as possible; and

WHEREAS, the Authority has developed an amendment to the Service Plan (the "Amended Service Plan") to reallocate available resources to initiate service of MVX in April 2026; and

WHEREAS, the Authority desires to prepare a new Five-Year Service Plan for 2027 – 2031 and will consider the timeframe for activation of new service not yet implemented; and

WHEREAS, the Local Advisory Council was consulted on the Amended Service Plan in accordance with the Act and Board Policy 3.2 at their August 27, 2025 meeting; and

WHEREAS, the Board of the Authority now wishes to approve and adopt the Amended Service Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board of Trustees hereby approves and adopts the Amendments to the 2025 – 2029 Five-Year Service Plan as defined in Exhibit A (the "Amended

Service Plan").

- 2. That this Resolution supersedes Resolution R2024-12-01 regarding service for the years 2026 through 2029..
- 3. That the Board directs staff of the Authority to evaluate routes listed in Exhibit A that are not yet implemented for incorporation into a new 2027-2031 Five-Year Service Plan, and that the new 2027-2031 Service Plan will be presented to the Board of Trustees for consideration and adoption in 2026 as required in the Act and Board Policy 3.2.
- 4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Amended Service Plan for 2025-2029 attached as Exhibit A.
- 5. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 8th day of October 2025.

	Carlton Christensen, Chair Board of Trustees		
ATTEST:			
Secretary of the Authority			
	(Corporate Seal)		
Approved as to Form:			
Mike Bell 70E33A415BA44F6 Legal Counsel			

EXHIBIT A

(Amended 2025 – 2029 Five-Year Service Plan for the years 2026 through 2029)

Plan Year 2026				
Box Elder, Weber and Davis Counties	Plan Change	Year		
Route 455, East Bench Intercounty: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 604, Ogden Crosstown: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 610, Ogden Community Circulator: New	Evaluate	2027 – 2031 Five-		
Route		Year Service Plan		
Route 625, Harrison Boulevard: Discontinued	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 628, Layton Westside Discontinued:	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 612, Washington Boulevard: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 640, North Davis Westside: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 645, Harrison Boulevard/40 th Street:	Evaluate	2027 – 2031 Five-		
Rerouting		Year Service Plan		
North Weber Innovative Mobility Zone (IMZ 562):	Evaluate	2027 – 2031 Five-		
New Service		Year Service Plan		
Route 601. The Ogden Trolley: Discontinued	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 630, Brigham City Commuter: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Brigham City Innovative Mobility Zone (IMZ 563):	Evaluate	2027 – 2031 Five-		
New Service		Year Service Plan		
Route F638, Brigham City Flex: Discontinued	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Salt Lake and Tooele Counties	Plan Change	Year		
Route 54, 5400 South: Service Restoration	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 205, 500 East: Service Restoration	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Routes 2A and 2B, 200 South Clockwise and 200	Evaluate	2027 – 2031 Five-		
South Counterclockwise Respectively, New Routes		Year Service Plan		
Route 220, Highland Drive: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 2, 200 South: Discontinued	Evaluate	2027 – 2031 Five-		
		Year Service Plan		
Route 4, 400 South/East Bench Connector:	Evaluate	2027 – 2031 Five-		
Rerouting		Year Service Plan		
Route 72, 7200 South: Rerouting	Evaluate	2027 – 2031 Five-		
		Year Service Plan		

Route 45, 4500 South: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 223, 2300 East: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 720, S-Line Streetcar: Route Extension	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 62, 6200 South: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Salt Lake City West Side On Demand Zone (IMZ	Evaluate	2027 – 2031 Five-
502): Service Expansion		Year Service Plan
Utah County	Plan Change	Year
Route 846, Vineyard / Orem Connector: New	Evaluate	2027 – 2031 Five-
Service		Year Service Plan
Route 850, State Street Utah County: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 860, Eagle Mountain / Saratoga Springs:	Evaluate	2027 – 2031 Five-
New Route		Year Service Plan
Route 862, 400 West Orem: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Lehi Innovative Mobility Zone (IMZ 582 and IMZ	Evaluate	2027 – 2031 Five-
583): New Service		Year Service Plan
Route 806, Eagle Mountain/Saratoga Springs/Lehi	Evaluate	2027 – 2031 Five-
Station: Discontinued		Year Service Plan

Plan Year 2027				
Box Elder, Weber and Davis Counties	Plan Change	Year		
Route 604, Ogden Crosstown: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan		
Route 642, North Davis Neighborhood Connector: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan		
Route F620, West Haven Flex: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan		
Route 613, Northwest Weber Local: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan		
Route F618, Ogden BDO Shuttle: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan		
Salt Lake and Tooele Counties	Plan Change	Year		
Route 50X, Midvalley Connector (MVX): New Bus Rapid Transit	Implement	2026		
Route 39, 3900 South: Rerouting	Implement	2026		
Route 45, 4500 South: Rerouting	Implement	2026		
Route 47, 4100 South / 4700 South: Rerouting	Implement	2026		
Route 205, 500 East: Rerouting	Evaluate	2027 – 2031 Five-		

		Year Service Plan
Route 227, 2700 West: Rerouting	Implement	2026
Pouto 240, 4000 West: Parouting	Evaluate	2027 – 2031 Five-
Route 240, 4000 West: Rerouting	Evaluate	Year Service Plan
Route F590, 9000 South Flex: Discontinued	Evaluate	2027 – 2031 Five-
Route F590, 9000 South Flex. Discontinued	Evaluate	Year Service Plan
Doute 17, 1700 Courts Convine Destaration and	Evaluate	2027 – 2031 Five-
Route 17, 1700 South: Service Restoration and	Evaluate	
Rerouting		Year Service Plan
Route 26, Lake Park Boulevard: New Route	Evaluate	2027 – 2031 Five-
D / 04 0400 0 // N D /		Year Service Plan
Route 31, 3100 South: New Route	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 35, 3500 South: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 203, 300 West: New Route	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 208, 900 West: New Route	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 236, 3600 West: New Route	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 509, 900 West Shuttle: Discontinued	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 513, Industrial/Business Park Shuttle:	Evaluate	2027 – 2031 Five-
Discontinued		Year Service Plan
Route 551, International Center: Discontinued	Evaluate	2027 – 2031 Five-
		Year Service Plan
Route 223, 2300 East: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Utah County	Plan Change	Year
Route 830X, Utah Valley Express (UVX):	Evaluate	2027 – 2031 Five-
Rerouting		Year Service Plan
Route 833, Provo Airport/Geneva Road: Rerouting	Evaluate	2027 – 2031 Five-
		Year Service Plan
Alpine/Highland Innovative Mobility Zone (IMZ	Evaluate	2027 – 2031 Five-
584): New Service		Year Service Plan

Plan Year 2028			
Box Elder, Weber and Davis Counties	Plan Change	Year	
Route 470X, Davis-SLC Connector: New Bus Rapid Transit	Evaluate	2027 – 2031 Five- Year Service Plan	
Route 400, State Capitol/Orchard Drive: New Route	Evaluate	2027 – 2031 Five- Year Service Plan	
Route 417, South Davis West Side: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan	
Route 455, Davis County East Bench:	Evaluate	2027 – 2031 Five-	

Discontinued		Year Service Plan
Route 470, Salt Lake/Ogden Intercity: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan
Route 473, Ogden/HWY-89/Salt Lake	Evaluate	2027 – 2031 Five-
Express: Discontinued		Year Service Plan
Route 667, Station Park Trolley: Discontinued	Implement	2026
Route 600, Main Street Weber/Davis: New Service	Evaluate	2027 – 2031 Five- Year Service Plan
Route 609, US-89 East Side: New Service	Evaluate	2027 – 2031 Five- Year Service Plan
Salt Lake and Tooele Counties	Plan Change	Year
Route 256, 5600 West: New Route	Evaluate	2027 – 2031 Five- Year Service Plan
Route F556, 5600 West Flex: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan
Route 126, South Valley Regional: Service Change	Evaluate	2027 – 2031 Five- Year Service Plan
Route 200, State Street: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan
Route 217, Redwood Road: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan
Route 219, Redwood Road (South): Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan
Route 201, State Street South: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan
Route 218, Redwood Road Midvalley: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan
Utah County	Plan Change	Year
Route 871, State Street Tech Corridor: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan
Northwest Utah County Innovative Mobility Zone (IMZ 585): New Service	Evaluate	2027 – 2031 Five- Year Service Plan

Plan Year 2029			
Salt Lake and Tooele Counties	Plan Change	Year	
Route 62, 6200 South/7200 South: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan	
Route 209, 900 East/9 th Avenue: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan	
Route 213, 1300 East: Rerouting	Evaluate	2027 – 2031 Five- Year Service Plan	

Route 72, 7200 South: Discontinued	Evaluate	2027 – 2031 Five- Year Service Plan
Route F264, Southwest Quadrant Flex: New Flex Route	Evaluate	2027 – 2031 Five- Year Service Plan
West Jordan/Midvale/Cottonwood Heights Innovative Mobility Zone (IMZ 503 & 504): New Service	Evaluate	2027 – 2031 Five- Year Service Plan

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Viola Miller, Chief Financial Officer **PRESENTER(S):** Viola Miller, Chief Financial Officer

TITLE:

R2025-10-02 - Resolution Adopting the Authority's Tentative 2026 Budget and Setting a Public Hearing on the Tentative 2026 Budget

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2025-10-02 adopting the Agency's Tentative 2026 Budget as presented and setting a public hearing date of October 30, 2025.

BACKGROUND:

The Utah Limited Purpose Local Government Entities - Special Districts Act prescribes the process by which the UTA Board of Trustees must enact a final budget for 2026 (See Utah Code §17B-1-701 et seq.). The Board of the Authority must first enact a tentative budget, and within thirty (30) days, hold a public hearing (Utah Code §17B-1-702). At the time of enactment of the tentative budget, the Board must distribute copies of the budget to constituent entities (Utah Code §17B-1-702(1)(b)). The Utah Public Transit District Act further requires the Board of the Authority to consult with the Local Advisory Council on the budget (Utah Code §17B-2a-808.1(2) (c)).

In addition to statute, Board Policy 2.3-Budget outlines the requirements and format for the Authority's budget, including the process for reviewing and approving the tentative and final budgets. The policy also authorizes a process for making technical budget adjustments or amendments to an approved budget.

DISCUSSION:

On September 24, 2025, the Board of Trustees heard a presentation on the 2026 Tentative Budget. The purpose of this meeting's presentation is to request approval of the resolution to adopt the 2026 Tentative

Budget and set a public hearing for October 30, 2025, at 5:30 p.m. in the Golden Spike Rooms of the Frontline Headquarters Building located at 669 West 200 South in Salt Lake City. The 2026 Tentative Budget will include the Operating and Capital Budgets for the Authority.

Upon approval, the 2026 Tentative Budget will be sent to the Governor's office, Legislature, constituent entities, and others. It will also be made available to the public on UTA's website and will be open for comment throughout the public comment period. The public comment period will conclude on November 7, 2025, and all comments will be provided to the Trustees.

On November 5, 2025, the Local Advisory Council will be given the opportunity to review the 2026 Tentative Budget and provide their advice to the Board of Trustees.

The 2026 Final Budget will be reviewed at the December 3, 2025, Board of Trustees meeting with adoption scheduled for the December 17, 2025, Board of Trustees meeting.

The details of the 2026 Tentative Budget are provided in Exhibit A of the resolution and additional information can be found in the supplementary 2026 Tentative Budget Document and Tentative Budget Summary which are also attached.

ALTERNATIVES:

The Board could choose to revise the proposed 2026 Tentative Budget. This would lengthen the approval process and potentially push approval of the 2026 Final Budget into 2026. The Board could also choose not to adopt the Tentative Budget as presented.

FISCAL IMPACT:

The 2026 Tentative Budget proposes an Operating Expense Budget of \$487,523,000 which is included in the total Operating Budget of \$685,399,000 which also includes debt service, contribution to reserves and contribution to capital.

The proposed 2026 Capital Budget totals \$ 331,738,000.

The Authority's total 2026 Budget totals \$1,008,549,000.

ATTACHMENTS:

- 1. Resolution R2025-10-02, including the 2026 Tentative Budget as an exhibit
- 2. 2026 Budget Public Hearing Notice
- 3. 2026 Tentative Budget Summary
- 4. 2026 Tentative Budget Document

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AUTHORITY'S TENTATIVE 2026 BUDGET AND SETTING A PUBLIC HEARING ON THE TENTATIVE 2026 BUDGET

R2025-10-02 October 8, 2025

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

WHEREAS, the Act requires the Board of Trustees ("Board") of the Authority to follow a specific process before it can enact a final budget for the year 2026; and

WHEREAS, the Board of Trustees (the "Board") has established Board Policy 2.3-Budget (the "Policy") to further define the requirements and format of the Authority's budget and any future adjustments or amendments; and

WHEREAS, as part of this process, the Act and Policy first require the Board of the Authority to enact a tentative budget; and

WHEREAS, the Act and Policy next require that within thirty (30) days of the enactment of that tentative budget, the Board must provide notice for a public hearing, and provide copies of that budget and notice to interested persons and to those entities identified by the Act; and

WHEREAS, the Board has reviewed the tentative budget as proposed by the Authority staff, and believes that the tentative budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the Board desires to establish management and operating goals that are in keeping with the Board's philosophy to provide leadership and governance to the Authority.

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

- 1. That the Board hereby approves the adoption of the Authority's Tentative 2026 Budget, a copy of which is attached to this Resolution as Exhibit A.
- 2. That the Authority will hold a public hearing on the Tentative 2026 Budget on October 30, 2025, at 5:30 p.m. at the Golden Spike Rooms of the Authority's Frontline Headquarters Building at 669 West 200 South in Salt Lake City, Utah.

- 3. That the Authority, in accordance with UTAH CODE § 17B-1-701, et seq., will provide to constituent entities; to the offices of the Governor and the Legislature; and to persons and entities who in writing request a copy:
 - a) a copy of the Tentative 2026 Budget for examination and comment;
 - b) notice of the date, time, and place of the budget hearing; and
 - c) a signature page that comports with the requirements of UTAH CODE § 17B-1-702, et seq.
- 4. That the Authority, in accordance with UTAH CODE § 17B-2a-808.1(2), will consult with the Local Advisory Council at their November 5, 2025, meeting on the Tentative 2026 Budget.
- 5. That the Authority, in accordance with the parameters of UTA Board Policy 2.3,, may initiate recruitment for new employe positions and initiate procurement processes to solicit bids for goods and services that are accounted for in the Tentative 2026 Budget.
- 6. That this Resolution stay in full force and effect until superseded by further action of the Board.
- 7. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.
- 8. That the corporate seal be attached hereto.

Approved and Adopted this 8th day of October, 2025.

	Carlton Christensen, Chair Board of Trustees
ATTEST:	
Secretary of the Authority	(Corporate Seal)
Approved As To Form: Docusigned by: Mike Bull Total Coursel	

Exhibit A

(2026 Tentative Budget)

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A

	Revenue	2026 Budget
1	Sales Tax	\$ 516,541,000
2	Federal Preventative Maintenance	96,548,000
3	Passenger Revenue	40,887,000
4	Advertising	2,172,000
5	Investment Income	14,384,000
6	Other Revenues	14,867,000
7	Total Revenue	685,399,000
		_
	Operating Expense	
8	Bus	162,892,000
9	Commuter Rail	36,317,000
10	Light Rail	66,015,000
11	Paratransit	33,364,000
12	Rideshare/Vanpool	4,563,000
13	Microtransit	17,968,000
14	Operations Support	75,498,000
15	Administration	66,846,000
16	Planning/Capital Support	15,063,000
17	Non-Departmental	8,997,000
18	Total Operating Expense	487,523,000
	Debt Service, Contribution to Reserves, and Transfer to Capital	
19	Principal and Interest	173,176,000
20	Bond Service Utah County for UVX BRT program	3,374,000
21	Contribution to Reserves	12,738,000
22	Transfer to/(from) UTA Fund Balance	8,588,000
23	Total Debt Service, Reserves, Transfers	 197,876,000
24	Total Expense	\$ 685,399,000

UTAH TRANSIT AUTHORITY 2026 TENTATIVE CAPITAL BUDGET September 24, 2025

Exhibit A-1

Ī	Funding Sources	 2026 Budget
1	UTA Current Year Funding	\$ 81,846,000
2	Grants	110,743,000
3	Local Partner Contributions	13,478,000
4	State Contribution	41,672,000
5	Leasing	36,714,000
6	Bonds	47,285,000
7	Total Funding Sources	331,738,000
<u> </u>	<u>Expense</u>	
8	State of Good Repair	196,425,000
9	Mid-Valley Connector	31,715,000
10	S-Line Extension	30,086,000
11	Operations System	5,356,000
12	(Grant Dependent) Davis-SLC Community Connector	5,000,000
13	HB322 Future Rail Car Purchase Payment	5,000,000
14	Other Capital Projects	58,156,000
15	Total Expense	\$ 331,738,000

R2025-10-02

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A-2

	<u>Revenue</u>	2026 Budget	
1	Sales Tax	\$ 516,541,000	
2	Federal Preventative Maintenance	96,548,000	
3	Passenger Revenue	40,887,000	
4	Advertising	2,172,000	
5	Investment Income	14,384,000	
6	Other Revenues	14,867,000	
7	Total Revenue	\$ 685,399,000	
	Operating Expense		FTE
9	Board of Trustees	\$ 3,794,000	16.5
10	Executive Director	7,790,000	35.7
11	Communications	5,230,000	19.0
12	Operations	355,208,000	2,453.2
13	Finance	19,636,000	118.0
14	Service Development	8,383,000	64.5
15	Planning & Engagement	29,691,000	106.1
16	Enterprise Strategy	34,800,000	133.0
17	People Office	13,994,000	105.8
18	Non-Departmental	8,997,000	-
19	Total Operating	487,523,000	3,051.7
20	Debt Service	176,550,000	
21	Contribution to Reserves	12,738,000	
22	Transfer to/(from) UTA Fund Balance	8,588,000	
23	Total Operating Budget	\$ 685,399,000	3,051.7

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A-3

	Revenue	2026 Budget	
1	Sales Tax	\$ 516,541,000	
2	Federal Preventative Maintenance	96,548,000	
3	Passenger Revenue	40,887,000	
4	Advertising	2,172,000	
5	Investment Income	14,384,000	
6	Other Revenues	14,867,000	
7	Total Revenue	685,399,000	
9	Operating Expense		<u>FTE</u>
8	Bus	162,892,000	1,300.5
9	Commuter Rail	36,317,000	208.5
10	Light Rail	66,015,000	467.0
11	Paratransit	33,364,000	214.0
12	Rideshare/Vanpool	4,563,000	11.0
13	Microtransit	17,968,000	5.5
14	Operations Support	75,498,000	512.2
15	Administration	66,846,000	226.2
16	Planning/Capital Support	15,063,000	106.8
17	Non-Departmental	8,997,000	-:
18	Total Operating	487,523,000	3,051.7
	Debt Service, Contribution to Reserves, and Transfer to Ca		
19	Principal and Interest	173,176,000	-
20	Bond Service Utah County for UVX BRT program	3,374,000	-
21	Contribution to Reserves	12,738,000	-
22	Transfer to/(from) UTA Fund Balance	8,588,000	-
23	Total Debt Service, Reserves, Transfers	197,876,000	-
24	Total Operating Budget	\$ 685,399,000	3,051.7

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD UTAH TRANSIT AUTHORITY

RE: UTA Tentative Budget 2026. UTA is holding a public hearing to receive input on its 2026 Tentative Budget.

Public Hearing Date & Format:

There will be a public hearing held on **Thursday, October 30, 2025, at 5:30 p.m.** at UTA's downtown Salt Lake City office at 669 West 200 South.

Prior to the public hearing, from 5:00-5:30 p.m. UTA will hold an in-person public open house to allow the public to review and discuss the budget with UTA representatives. During this time, in addition to having specific questions answered, the public may submit written comments to UTA. At 5:30pm, as part of a specially scheduled UTA Board public hearing, individuals may provide verbal comment directly to UTA's Board of Trustees.

Options for remote viewing and remote public comment will be available. For instructions on how to comment or view the meeting remotely please see below or go to UTA's Public Meeting Portal at https://rideuta.legistar.com/Calendar.aspx and click on the agenda for the public hearing. In the event of technical difficulties with remote participation, the meeting will proceed in person and in compliance with the Open and Public Meetings Act. Register in advance for this webinar: https://bit.ly/UTA_Budget_10-30-25

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

Public Comments:

In addition to the hearing and open house, the tentative budget will be available for public review and comment from **October 8, 2025** through **November 7, 2025.** During the comment period the public can submit comments via email, online, mail, or phone. Information on the 2026 Tentative Budget may be found at www.rideuta.com/budget or viewed in person at UTA Headquarters, 669 W 200 S, Salt Lake City, UT.

Comments must be received, postmarked, or electronically submitted to UTA through one of the following methods by **5pm on November 7, 2025,** to be considered as part of the public comment record.

• Email: hearingofficer@rideuta.com

• **Phone:** 801-743-3888

Mailing: Utah Transit Authority, C/O Jolisha Branch, 669 W 200 S, Salt Lake City, UT 84101

• Website: www.rideuta.com/budget

Utah Transit Authority



Budget priorities outlined here affect you and your community. Guided by the adopted 2030 UTA Strategic Plan, we've developed our budget centering the UTA mission, vision, and five strategic priorities.

Mission

"We Move You"

The Utah Transit Authority moves Utah to a stronger economy, a cleaner environment, increased mobility, greater access to opportunity, and a better quality of life — all driven by safe, reliable transportation.

Vision

Leading Utah's mobility solutions and improving quality of life.

Strategic Priorities



2026 Budget Overview

At UTA, we prepare our annual budget as part of a long-term financial strategy focused on the responsible and accountable stewardship of public funds. Investments in transit today -- including infrastructure replacement and major repairs -- align with a 30-year vision developed in collaboration among UTA, the Utah Department of Transportation, our regional planning partners, and the communities we serve.

Our budget is strategic and responsive to changing needs and emerging demands. Locally, Utah's rapid growth creates opportunities and challenges for mobility and connectivity. Transit plays a critical role in addressing key issues such as traffic congestion, commute times, housing accessibility, and air quality. On a regional and state level, economic development and seminal events like the Olympics, create significant opportunities for transit-oriented investments.

Our 2026 budget allocates funds in the most strategic and efficient manner possible, recognizing that the growing demand for transit service exceeds available resources.

The UTA 2026 budget of \$1.0 billion includes \$488 million in operating expenses, \$189 million in debt service expenses and contribution to reserves, and \$332 million in capital investment to fund the provision of safe, convenient, and reliable public transportation services and key investments in Utah's mobility infrastructure. The budget includes contributions from our federal, state, and local partners.

2026 Tentative Operating Budget Highlights



UTA 2026 Capital Budget Highlights

Bus Expansion

- Midvalley Express BRT (MVX)
- 5600 West
- Davis-SLC Connect

Maintaining a State of Good Repair

- Rehabilitation & replacement of:
 - o Light rail vehicles
 - o Train control
 - o Bus and paratransit vehicles

Rail Expansion

• S-Line extension

Building Remodel & Expansion

- Ogden admin building
- TRAX operations and maintenance facility (Jordan River)
- Jordan River training facility





2026 Revenue Summary

UTA's Tentative Budget for 2026 is just over \$1 billion. UTA reports as a single enterprise fund, and all revenues are deposited in the UTA enterprise fund. Within this enterprise fund, UTA maintains two budgets: Operating and Capital. The Operating Budget covers ongoing expenses related to services UTA provides, whereas the Capital Budget accounts for one-time expenses related to building, maintaining, and investing in our transit system.

UTA receives Operating revenues from multiple sources, with a budgeted revenue of \$685 million. Sales tax revenue, totaling \$517 million (51% of total), represents the largest funding source for the 2026 budget. Federal preventive maintenance funds are budgeted at \$97 million (10%) and fares are budgeted at \$41 million (4%) in 2026. Other revenues include, in order of magnitude, investment income, local support, other revenue, advertising, and fees.

In 2026, UTA plans to draw \$73 million from our existing Fund Balance to finance the full 2026 Tentative Budget.

Capital Sources 25%

UTA Fund Balance 7%

Sales Tax 51%

Other 3%

Federal Prev. Maint. 10%

External Capital sources of \$250 million are further described in the Capital Budget Summary.

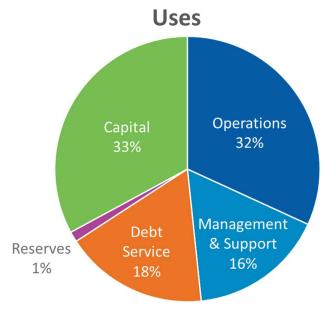
2026 Expense Summary

The 2026 Tentative Budget includes a \$488 million Operating Budget for Operations (32% of total) and Management & Support of the system (16% of total). These functions are represented in dark and light blue on the graph. Operations expenses include, in order of magnitude: bus, light rail, commuter rail, paratransit, vanpool, and microtransit. Management & Support includes planning and capital support, communications, IT, HR, finance, leadership and other admin group expenses.

Debt Service expenses of \$177 million (18% of total) are budgeted to repay bond debt from building out rail systems and financing bus, paratransit, and other vehicles.

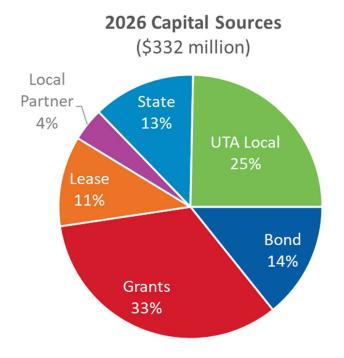
Contributions to Reserves are required by policy and ensure that we have emergency funding in a variety of scenarios.

Capital uses are further described in the Capital Budget Summary.





Capital Budget Summary



10 Largest Budget Projects
Light Rail Vehicle Replacement
Midvalley Connector
S-Line Extension
Paratransit Replacement
Replacement Buses
Mt. Ogden Admin Bldg. Expansion
Light Rail Vehicle Rehab
Fares Systems Replacement Program
New Maintenance Training Facility
Train Control Rehab & Replacement

UTA receives \$166 million in federal grant, state, and local partner (cities and counties) funding to complete Capital projects. Bond financing for major infrastructure projects and new vehicle acquisition using financing or "lease" revenue brings in another \$84 million of debt-based funding sources. The remaining \$82 million of UTA's Capital Budget expenses require use of UTA local enterprise funds.

The 10 largest-budget projects in 2026 make up about 60% of the total 2026 Capital Budget of \$332 million.

Ways to Get Involved

Review the complete <u>2026 Tentative Budget</u> and comment by November 7, 2025.

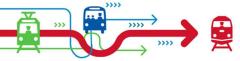
Submit your feedback in any of the following ways:

- Website comment form: rideuta.com/budget
- Email: hearingofficer@rideuta.com
- Phone: 801-743-3882
- Mailing: Jolisha Branch, c/o Utah Transit Authority, 669 West 200 South, Salt Lake City, UT 84101

Public Hearing & Open House:

- Thursday, October 30, 5-5:30 p.m. Open House, 5:30 p.m. Public Hearing
- Location: 669 West 200 South, Salt Lake City, Utah.
- Join virtually: rideuta.com/Board-of-Trustees/Meetings

Complete information on the 2026 Tentative Budget can be found at rideuta.com/budget.





Utah Transit Authority

2026 Tentative Budget



September 24, 2025

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Budget Summaries

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A

į	<u>Revenue</u>		2026 Budget
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2	Federal Preventative Maintenance		96,548,000
3	Passenger Revenue		40,887,000
4	Advertising		2,172,000
5	Investment Income		14,384,000
6	Other Revenues		14,867,000
7	Total Revenue		685,399,000
9	Operating Expense		
8	Bus		162,892,000
9	Commuter Rail		36,317,000
10	Light Rail		66,015,000
11	Paratransit		33,364,000
12	Rideshare/Vanpool		4,563,000
13	Microtransit		17,968,000
14	Operations Support		75,498,000
15	Administration		66,846,000
16	Planning/Capital Support		15,063,000
17	Non-Departmental		8,997,000
18	Total Operating Expense		487,523,000
	Debt Service, Contribution to Reserves, and Transfer to Cap	ital	
19	Principal and Interest		173,176,000
20	Bond Service Utah County for UVX BRT program		3,374,000
21	Contribution to Reserves		12,738,000
22	Transfer to/(from) UTA Fund Balance		8,588,000
23	Total Debt Service, Reserves, Transfers		197,876,000
24	Total Expense	\$	685,399,000

Note: Rounding may cause minor Total discrepancies



UTAH TRANSIT AUTHORITY 2026 TENTATIVE CAPITAL BUDGET September 24, 2025

Exhibit A-1

	Funding Sources	2	2026 Budget
1	UTA Current Year Funding	\$	81,846,000
2	Grants		110,743,000
3	Local Partner Contributions		13,478,000
4	State Contribution		41,672,000
5	Leasing		36,714,000
6	Bonds		47,285,000
7	Total Funding Sources		331,738,000
	<u>Expense</u>		
8	State of Good Repair		196,425,000
9	Mid-Valley Connector		31,715,000
10	S-Line Extension		30,086,000
11	Operations System		5,356,000
12	(Grant Dependent) Davis-SLC Community Connector		5,000,000
13	HB322 Future Rail Car Purchase Payment		5,000,000
14	Other Capital Projects		58,156,000
15	Total Expense	\$	331,738,000

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A-2

•	<u>Revenue</u>	2026 Budget	
1	Sales Tax	\$ 516,541,000	
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9	Board of Trustees	\$ 3,794,000	16.5
10	Executive Director	7,790,000	35.7
11	Communications	5,230,000	19.0
12	Operations	355,208,000	2,453.2
13	Finance	19,636,000	118.0
14	Service Development	8,383,000	64.5
15	Planning & Engagement	29,691,000	106.1
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22	Transfer to/(from) UTA Fund Balance	8,588,000	
23	Total Operating Budget	\$ 685,399,000	3,051.7

UTAH TRANSIT AUTHORITY 2026 TENTATIVE OPERATING BUDGET September 24, 2025

Exhibit A-3

	<u>Revenue</u>	2026 Budget	
1	Sales Tax	\$516,541,000	
2	Federal Preventative Maintenance	96,548,000	
3	Passenger Revenue	40,887,000	
4	Advertising	2,172,000	
5	Investment Income	14,384,000	
6	Other Revenues	14,867,000	
7	Total Revenue	685,399,000	
	Operating Expense		FTE
8	Bus	162,892,000	1,300.5
9	Commuter Rail	36,317,000	208.5
10	Light Rail	66,015,000	467.0
11	Paratransit	33,364,000	214.0
12	Rideshare/Vanpool	4,563,000	11.0
13	Microtransit	17,968,000	5.5
14	Operations Support	75,498,000	512.2
15	Administration	66,846,000	226.2
16	Planning/Capital Support	15,063,000	106.8
17	Non-Departmental	8,997,000	-
18	Total Operating	487,523,000	3,051.7
	Daht Camina Cantribution to Bassures and Transfer to	o Conital	
	Debt Service, Contribution to Reserves, and Transfer t		
19	Principal and Interest	173,176,000	-
20	Bond Service Utah County for UVX BRT program	3,374,000	-
21	Contribution to Reserves	12,738,000	-
22	Transfer to/(from) UTA Fund Balance	8,588,000	-
23	Total Debt Service, Reserves, Transfers	197,876,000	_
24	Total Operating Budget	\$685,399,000	3,051.7

2026 Tentative Budget Overview

At UTA, we prepare our annual budget as part of a long-term financial strategy for responsible, accountable stewardship of public funds. Investments in transit today, including replacement and major repair of infrastructure, align with a 30-year vision developed in collaboration among UTA, the Utah Department of Transportation, our regional planning partners, and the communities we serve.

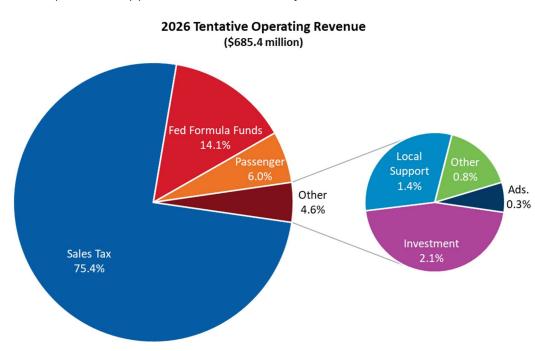
Our budget is strategic, but it also responds to changing needs and emerging demands. On a local level, Utah's growth creates opportunities and challenges for mobility and connectivity. Traffic congestion, commute time, housing accessibility, and air quality are a few of the issues transit seeks to address. On a regional and state level, economic development and seminal events like the 2034 Olympics present significant transit-oriented opportunities.

Our 2026 budget allocates funds in the most strategic, efficient manner possible. We acknowledge approaching fiscal constraints, and we recognize the growing demand for transit services that exceeds available resources. UTA is striving to fully streamline the 2026 budget while maintaining the quality and reliability of service upon which our passengers depend.

2026 Operating Revenue Summary

UTA reports as a single enterprise fund, and all revenues are deposited in the UTA enterprise fund. Within this enterprise fund, UTA maintains two budgets — Operating and Capital. The Operating Budget includes ongoing expenses related to services provided by UTA, whereas the Capital Budget includes one-time expenses related to building, maintaining, and investing in our system. Transfers from the enterprise fund to the Capital program are made when required to support investment in the system.

UTA receives operating revenues from multiple sources for a budgeted total revenue of \$685 million. Sales tax revenue at \$517 million (75% of total) represents the largest funding source for the 2026 budget. Federal preventive maintenance funds total \$97 million and passenger revenues total \$41 million. Other revenues include, in order of magnitude, investment income, local support, advertising, and other revenues.

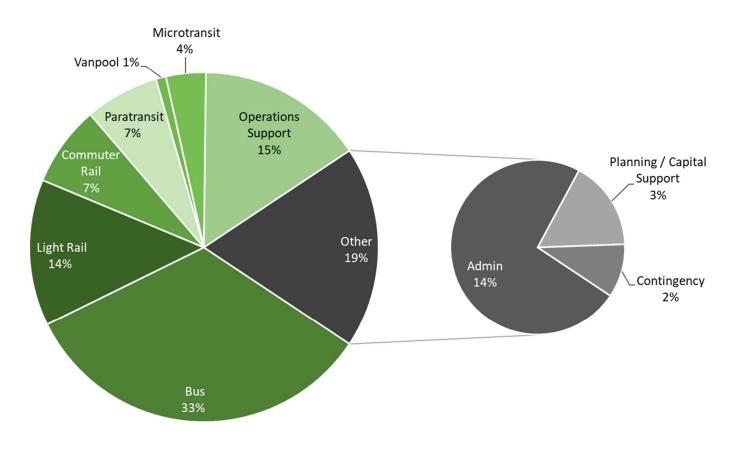


2026 Operating Expense Summary

The 2026 Tentative Operating Budget of \$488 million will fund day-to-day operations at UTA. This includes almost \$397 million for operations and maintenance of the system (81% of total). These functions are represented in the green shaded segments in the graph below. Service modes in order of greatest expense include bus, light rail (TRAX), commuter rail (FrontRunner), paratransit, microtransit (On Demand) and rideshare (Vanpool).

The Other functions (gray segments comprising 19%) include administration, planning/capital support, and \$1.0 million set aside to fund emerging/emergency needs. Administration includes executive leadership and support, human capital management, communications, payroll, accounting, purchasing, warehouse, fares, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the capital and operating programs at UTA.

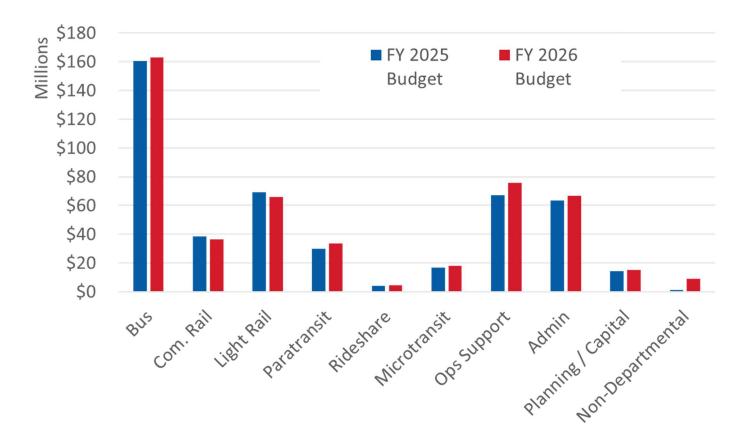
2026 Tentative Operating Budget (\$487.5 million)



2026 Tentative Operating Expense Budget

Summary by Mode

	FY 2025	FY 2026		
Mode	Budget	Budget	Change	% Change
Bus	\$160,507,000	\$162,892,000	\$2,385,000	1.5%
Commuter Rail	38,541,000	36,317,000	(2,224,000)	-5.8%
Light Rail	69,093,000	66,015,000	(3,078,000)	-4.5%
Paratransit	29,991,000	33,364,000	3,373,000	11.2%
Rideshare/Vanpool	4,034,000	4,563,000	529,000	13.1%
Microtransit	16,811,000	17,968,000	1,157,000	6.9%
Operations Support	66,954,000	75,498,000	8,544,000	12.8%
Administration	63,286,000	66,846,000	3,560,000	5.6%
Planning/Capital Support	14,292,000	15,063,000	771,000	5.4%
Non-Departmental	1,000,000	8,997,000	7,997,000	799.7%
Total Division	\$464,509,000	\$487,523,000	\$23,014,000	5.0%



Summary by Office

	FY 2025	FY 2026		
Office	Budget	Budget	Change	% Change
Board	\$3,627,000	\$3,794,000	\$167,000	4.6%
Executive Director	7,539,000	7,790,000	251,000	3.3%
Operations	347,705,000	355,208,000	7,503,000	2.2%
Finance	19,080,000	19,636,000	556,000	2.9%
Capital Services	8,183,000	8,383,000	200,000	2.4%
Planning & Engagement	27,397,000	29,691,000	2,294,000	8.4%
Enterprise Strategy	31,267,000	34,800,000	3,533,000	11.3%
People	13,868,000	13,994,000	126,000	0.9%
Communication	4,842,000	5,230,000	388,000	8.0%
Non-Departmental	1,000,000	8,997,000	7,997,000	799.7%
Total Division	\$464,509,000	\$487,523,000	\$23,014,000	5.0%

Summary by Expense Category

	FY 2025	FY 2026		
Category	Budget	Budget	Change	% Change
Wages	\$218,577,000	\$233,568,000	14,991,000	6.9%
Fringe	109,966,000	116,658,000	6,692,000	6.1%
Services	56,044,000	59,679,000	3,635,000	6.5%
Fuel/Power	34,821,000	35,700,000	879,000	2.5%
Parts	29,548,000	25,891,000	(3,657,000)	-12.4%
Utilities	8,010,000	7,325,000	(685,000)	-8.6%
Other O&M	23,911,000	24,747,000	836,000	3.5%
Capitalized Costs	(16,368,000)	(16,046,000)	322,000	-2.0%
Total Budget	\$464,509,000	\$487,523,000	\$23,014,000	5.0%

FTE Summary by Office

	FY 2025	FY 2026		
Office	Budget	Budget	Change	% Change
Board	16.0	16.5	0.5	3.1%
Executive Director	32.5	35.7	3.2	9.7%
Operations	2,389.7	2,453.2	63.5	2.7%
Finance	117.0	118.0	1.0	0.9%
Capital Services	64.0	64.5	0.5	0.8%
Planning & Engagement	100.6	106.1	5.5	5.5%
Enterprise Strategy	131.0	133.0	2.0	1.5%
Communications	19.0	19.0	-	0.0%
People	105.8	105.8	-	0.0%
Total FTE	2,975.6	3,051.7	76.2	2.6%

FTE Summary by Mode

	FY 2025	FY 2026		
Mode	Budget	Budget	Change	% Change
Bus	1,271.0	1,300.5	29.5	2.3%
Commuter Rail	207.5	208.5	1.0	0.5%
Light Rail	459.0	467.0	8.0	1.7%
Paratransit	203.0	214.0	11.0	5.4%
Rideshare/Vanpool	11.0	11.0	-	0.0%
Microtransit	6.0	5.5	(0.5)	-8.3%
Operations Support	483.2	512.2	29.0	6.0%
Administration	229.5	226.2	(3.3)	-1.5%
Planning/Capital Support	105.3	106.8	1.5	1.4%
Non-Departmental	-		-	-
Total Division	2.975.6	3.051.7	76.2	2.6%

Key Assumptions & Requests

UTA contracts with the Economic Development Unit at the University of Utah to generate sales tax forecasts. The 2026 Tentative Budget was developed during a time of minimally increasing ridership, low inflation compared to national rates, and unemployment comparable to 2024 (20% lower than the state's 15-year average). Job creation in Utah is outpacing the rest of the country. Consumer spending is seen as resilient, despite concerns over tariffs and broader economic uncertainty.

This Tentative Budget and 5-Year Capital Plan (5YCP) include assumptions from the university's April 2025 forecast. UTA will monitor the economic situation and work with the University of Utah to update its sales tax forecast in November to inform the 2026 Final Budget and 5YCP.

Assumptions

The key assumptions in the 2026 Tentative Budget are provided below.

Operating Expenses

Wages: 3%Fringe: 6%Parts: 2.5%

Fuel:

Diesel: \$ 3.45Gasoline: \$ 3.15CNG DGE*: \$ 2.15

Other Expenses: 2.1%

Revenues

Sales Tax: 3.0%Passenger: 0.0%

*Compressed Natural Gas Diesel Gallon Equivalent



Agency Requests

2026 Budget Requests	Exp	enses	FTEs
BOARD OF TRUSTEES	\$	55,600	_
Gov't Relations Mgr Travel, Conferences and Meetings		6,500	-
Local Advisory Council Member Compensation		4,500	-
Local/State Government Engagement		10,500	-
Political Consultants Renewal		15,800	-
Travel - escalating costs		18,300	-
CAPITAL SERVICES		44,000	0.5
Part-time Environmental Compliance Admin position for regulatory oversight		44,000	0.5
EXECUTIVE DIRECTOR	2	197,250	3.0
2 New Roadway Worker Protection Specialists	1	85,000	2.0
Add consulting services including Strategic Plan and other needs	1	50,000	-
Compliance Manager Position	1	62,250	1.0
PEOPLE		86,000	1.0
Addition of FTE for Drug & Alcohol Specialist position		86,000	1.0
PLANNING & ENGAGEMENT	2	140,000	_
Added matching funds for UDOT funded research.		40,000	-
Additional funding to complete majority of the 2027-2054 Long Range Transit Plan	۷	100,000	-
Grand Total	\$1,12	22,850	4.5

2026 Operating Budget Request Detail

(\$ Thousands)		2025 A	Additions	2025 Adjı	ustments		2026	Budget	
	2025							2026	2026
2025	One-Time			Wage and			2026 Svc	Agency	Budget
Budget	Expenses	Staffing	Service	Fringe	Other	2026 Base	Requests	Requests	Request
\$ 464,509	\$ (1,553)	\$ 1,53 1	. \$ 886	\$ 12,539	\$ 5,571	\$ 483,485	\$ 2,915	\$ 1,123	\$ 487,523

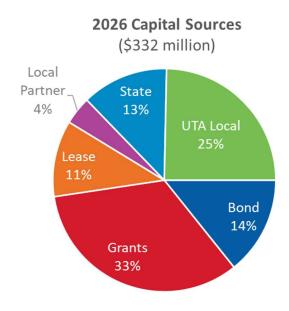
- One-Time Expenses: Expenses budgeted to be incurred only in 2025. Not ongoing expense.
- Staffing: Annualization of changes in staffing that occurred in 2025.
- Service: Annualization of service changes made in 2025
- Wage and Fringe: Adjustments for changes in wage and fringe rates
- Other: Changes in Parts, Fuel, Contract Services prices due to inflation
- 2026 Base = 2025 Budget One-Time Expenses + 2025 Additions + 2025 Adjustments
- 2026 Service Requests: New service requests for 2026
- 2026 Agency Requests: New budget addition requests for 2026
- 2026 Budget Request = 2026 Base + 2026 Svc Requests + 2026 Additions

2026 Tentative Capital Budget and Five-Year Capital Plan

The following tables are developed with reference to the Five-Year Capital Plan documents produced by Project Controls in the Service Development Office. The capital revenue in this section is listed on an accrual basis such that projects balance in each year of work. Note that the capital revenue listed in financials reconciling at the organization-wide level (including opening and closing cash balances) is listed on a cash basis. This may result in some discrepancies in source funds received in the years prior to or after their actual usage.

2026 Tentative Capital Budget

2026 Summary by Chief Office

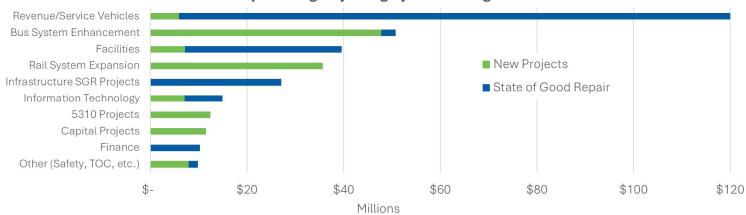


Panarting Craus	2026 Total
Reporting Group	Budget
Capital Services	\$271,488,000
Enterprise Strategy	14,851,000
Executive Director (Safety)	1,485,000
Finance	32,646,000
Operations	8,974,000
People	50,000
Planning & Engagement	2,244,000
Grand Total	\$331.738.000

2026 Summary by Project Category

Cotogon	2026 Total	2026 Cranta	2026 State &	2026 UTA &	2026 Bonds		
Category	Budget	2026 Grants	Local	Lease	2020 DOHUS		
Revenue/Service Vehicles	\$119,950,000	\$23,715,000	\$0	\$52,224,000	\$ 44,011,000		
Bus System Enhancement	50,741,000	27,377,000	17,007,000	6,357,000	-		
Facilities	39,571,000	17,442,000	-	18,855,000	3,274,000		
Rail System Expansion	35,642,000	-	31,886,000	3,756,000	-		
Infrastructure SGR Projects	27,082,000	20,330,000	300,000	6,452,000	-		
Information Technology	14,886,000	3,200,000	-	11,686,000	-		
5310 Projects	12,372,000	8,422,000	3,826,000	124,000	-		
Capital Projects	11,481,000	-	231,000	11,250,000	-		
Finance	10,209,000	8,167,000	-	2,042,000	-		
Safety and Security	3,103,000	1,250,000	-	1,853,000	-		
Property/TOC	3,025,000	840,000	1,900,000	285,000	-		
Charging Infrastructure	2,365,000	-	-	2,365,000	-		
Planning	1,311,000	-	-	1,311,000	_		
Grand Total	\$331,738,000	\$110,743,000	\$55,150,000	\$118,560,000	\$47,285,000		





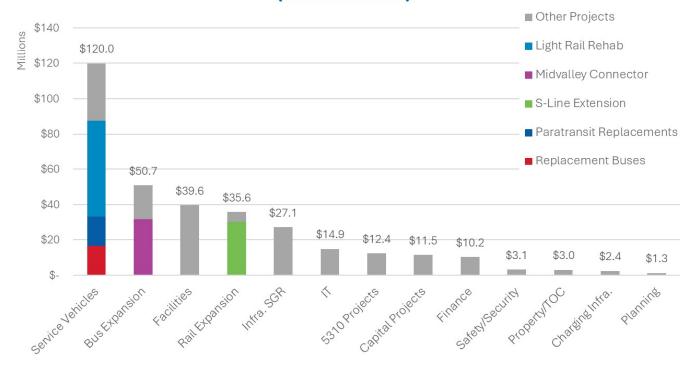
2026 Major Project Summary

Non-SGR projects with the 10 largest budgets in 2026:

Mid-Valley Connector S-Line Extension Operations System (Grant Dependent) Davis-SLC Connector HB322 Future Rail Car Purchase Payment Capital Contingency Program Management Support Ogden/Weber State University BRT	2026 Total	2026	2026 State	2026 UTA &	
nignlighted Projects	Budget	Grants	& Local	Lease	
Mid-Valley Connector	\$ 31,715,000	\$ 21,292,000	\$ 10,423,000	\$ -	
S-Line Extension	30,086,000	-	26,330,000	3,756,000	
Operations System	5,356,000	-	-	5,356,000	
(Grant Dependent) Davis-SLC Connector	5,000,000	464,000	4,465,000	71,000	
HB322 Future Rail Car Purchase Payment	5,000,000	-	-	5,000,000	
Capital Contingency	5,000,000	-	-	5,000,000	
Program Management Support	4,000,000	-	-	4,000,000	
Ogden/Weber State University BRT	3,500,000	3,255,000	-	245,000	
FFY 2026 All UZAs 5310	3,360,000	2,179,000	1,181,000	-	
FFY 2025 All UZAs 5310	3,262,000	2,116,000	1,146,000	_	
Grand Total	\$ 96,279,000	\$ 29,306,000	\$ 43,545,000	\$ 23,428,000	

^{*}No Bonding for major non-SGR projects in 2026.

2026 Capital Expenses (\$331.7 million)



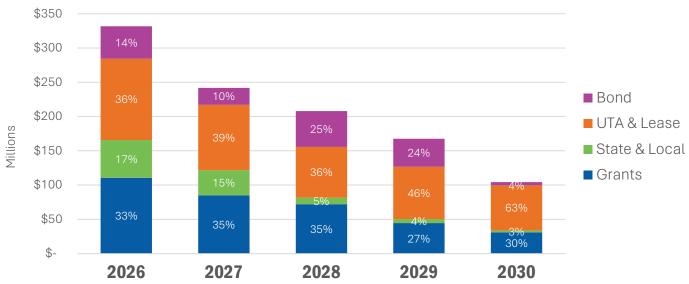
2026 State of Good Repair Summary

Highlighted Projects (\$ Thousands) Revenue/Service Vehicles		2026 Total Budget		2026 Grants			2026 UTA		2026	
						& Local		& Lease		Bonds
		114,017	\$	23,715	\$	-	\$	46,291	\$	44,011
Light Rail Vehicle Replacement		54,322		10,311		-		-		44,011
Paratransit Replacements		16,634		-		-		16,634		-
Replace Non-Rev Support Vehicles		16,580		-		-		16,580		-
Light Rail Vehicle Rehab		10,500		8,400		-		2,100		-
Commuter Rail Vehicle Rehab and Replacement		3,000		2,400		-		600		-
Other Revenue/Service Vehicles		12,981		2,604		-		10,377		-
Infrastructure SGR Projects	\$	27,082	\$	20,330	\$	300	\$	6,452	\$	-
Train Control Rehab & Replacement		6,500		5,200		-		1,300		-
Rail Replacement Program		6,250		5,000		-		1,250		-
OCS Rehab/Replace		4,462		3,570		-		892		-
Rail Switches & Trackwork Controls Rehab/Replacement		2,500		2,000		-		500		-
Grade Crossing Replacement Program		2,000		1,600		-		400		-
Other Infrastructure SGR Projects		5,370		2,960		300		2,110		-
Facilities	\$	32,389	\$	14,251	\$	-	\$	14,864	\$	3,274
Mt. Ogden Admin Bldg. Expansion		11,062		7,788		-		-		3,274
New Maintenance Training Facility		7,250		-		-		7,250		-
Ogden Fueling System Replacement		2,010		1,540		-		470		-
Facilities Equipment Replacement		2,000		1,600		-		400		-
System Restrooms		1,555		-		-		1,555		-
Other Facilities		8,512		3,323		-		5,189		-
Information Technology	\$	7,800	\$	3,200	\$	-	\$	4,600	\$	-
Radio Communication System		4,000		3,200		-		800		-
Network Infrastructure Equipment & Software		1,200		-		-		1,200		-
APC Upgrade		750		-		-		750		-
Electronic Communication Rehab/Replacement		700		-		-		700		-
Server, Storage Infrastructure Equipment & Software		500		-		-		500		-
Other Information Technology		650		-		-		650		-
Other	\$	15,137	\$	9,197	\$	-	\$	5,940	\$	-
Fares Systems Replacement Program		10,209		8,167		-		2,042		-
Bus Stop Enhancements		2,590		-		-		2,590		-
Police Vehicle Replacement/Expansion		1,138		910		-		228		-
Other SGR projects		1,200		120		-		1,080		-
Grand Total	\$	196,425	\$	70,693	\$	300	\$	78,147	\$	47,285

5-Year Capital Plan: 2026-2030

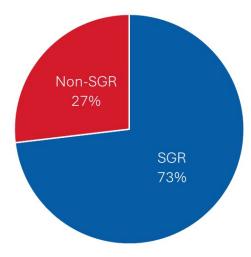
Sources	2026	2027	2028	2029	2030	Total	%
UTA Local	\$81,846	\$54,877	\$48,534	\$46,825	\$39,420	\$271,502	26%
Grants	110,743	85,090	72,102	44,456	30,911	343,302	33%
Lease	36,714	40,556	25,528	29,640	26,361	158,799	15%
Bond	47,285	24,915	52,117	40,697	4,690	169,704	16%
State	41,672	27,236	6,618	4,367	2,851	82,744	8%
Local Partner	13,478	9,300	3,033	1,521	21	27,353	3%
TOTAL (in \$USD Thousands)	\$331,738	\$241,974	\$207,932	\$167,506	\$104,254	\$1,053,404	100%
Uses	2026	2027	2028	2029	2030	Total	%
LR Vehicle Replacement	\$54,322	\$18,830	\$68,153	\$40,697	\$4,690	\$186,692	18%
Replacement Buses	16,580	24,857	13,888	25,640	22,861	103,826	10%
Commuter Rail Rehab/Replace	3,000	8,500	20,000	15,000	15,000	61,500	6%
Midvalley Connector	31,715	3,681	-	-	-	35,396	3%
Paratransit Replacements	16,634	9,002	8,140	-	-	33,776	3%
Revenue/Service Vehicles	29,414	45,723	20,142	19,712	14,145	129,136	12%
Bus System Enhancement	19,026	46,674	8,780	3,000	1,932	79,412	8%
Facilities	39,571	33,035	14,124	7,640	6,098	100,468	10%
Rail System Expansion	35,642	5,141	3,093	3,393	400	47,669	5%
Infrastructure SGR Projects	27,082	23,392	27,455	29,610	17,890	125,429	12%
Information Technology	14,886	2,590	3,470	2,910	3,185	27,041	3%
5310 Projects	12,372	395	405	415	370	13,957	1%
Capital Projects	11,481	9,500	9,500	9,430	11,332	51,243	5%
Finance	10,209	-	-	-	-	10,209	1%
Safety and Security	3,103	7,290	8,007	7,837	5,170	31,407	3%
Property/TOC	3,025	2,200	1,700	1,200	-	8,125	1%
Charging Infrastructure	2,365	100	-	22	181	2,668	0%
Planning	1,311	1,064	1,075	1,000	1,000	5,450	1%
TOTAL (in \$USD Thousands)	\$331,738	\$241,974	\$207,932	\$167,506	\$104,254	\$1,053,404	100%

5YCP Capital Sources



5YCP State of Good Repair (SGR) Designation





Capital Budget Acronyms & Terms

- APC: automatic passenger counter
- BRT: bus rapid transit
- CR: commuter rail
- LR: light rail
- OCS: overhead catenary system
- SGR: State of Good Repair
- TOC: Transit-Oriented Communities
- TPSS: traction power substation
- UDOT: Utah Department of Transportation
- UZA: urbanized area
- 5310: Projects focused on community development of specialized transportation using passthrough 5310 grant funds

Annual Budget Schedule

Task	Completion Date
Budget Office Distributes Budget Memo	Apr. 1, 2025
Executive Team Reviews & Approves Base Targets	May 23, 2025
Executive Team Reviews and Approves Draft Tentative Budget	Jul. 8, 2025
Board Budget Work Sessions	Aug. 11- Aug. 15, 2025
Board Reviews 2026 Tentative Budget	Sep. 24, 2025
Board approves 2026 Tentative Budget and public hearing date Budget Review and Comment Period	Oct. 8, 2025 Oct. 8 - Nov. 7, 2025
2026 Budget Open House/Public Hearing	Oct. 30, 2025
Local Advisory Council (LAC) consults on 2026 Budget & 5-Year Capital Plan	Nov. 5, 2025
Board of Trustees reviews public comments, LAC input, and 2026 final budget	Dec. 3, 2025
Board of Trustees approves 5-Year Capital Plan	Dec. 3, 2025
Final Public Engagement report due to board office	Dec. 3, 2025
Board of Trustees considers approval of the 2026 Final Budget	Dec. 17, 2025
Staff submits Final Budget to State Auditor	Dec. 30, 2025
Staff prepares, prints, and distributes 2026 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 30, 2025

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Ann Green-Barton, Chief People Officer **PRESENTER(S):** Ann Green-Barton, Chief People Officer

TITLE:

R2025-10-03 - Resolution Authorizing Execution of a Collective Bargaining Agreement with International Brotherhood of Teamsters Local Union No. 222

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt resolution R2025-10-03 authorizing UTA's Executive Director, Chief People Officer, and Treasurer to execute and deliver the new terms of a collective bargaining agreement (CBA) with Teamsters Local 222. The CBA includes the attached corresponding Memorandums of Agreement which, as a condition of approval, must be executed by two UTA-authorized signers.

BACKGROUND:

Approximately 8 Warehouse Specialists and 1 Production Control Specialist employees of UTA are represented by the International Brotherhood of Teamsters Local 222 (IBT) for wages, benefits, and working conditions. These employees elected representation on October 18, 2024. Parties began negotiations for the first Collective Bargaining Agreement (CBA) on February 28, 2025. A Tentative Agreement (TA) of terms for a CBA was reached on June 17, 2025.

DISCUSSION:

On June 17, 2025, the Warehouse Specialist and Production Control Specialist employees voted to accept the terms as presented in the TA. The terms negotiated in the TA include wage, benefits, and working conditions. Work rules included in the TA are consistent with practices in place prior to collective bargaining and provide for yearly Board approval of any wage rates and annual increases consistent with all UTA administrative employees. If approved, the terms of this CBA will be effective June 17, 2025 through October 18, 2027 (UTA Contract #25-P00511).

ALTERNATIVES:

If the current resolution is not adopted, parties would return to negotiations to bargain different terms that are acceptable to both parties or declare impasse.

FISCAL IMPACT:

Projected wage increases for Warehouse Specialists and Production Control Specialists align with costs associated with administrative employee increases.

The fiscal impact of the Collective Bargaining Agreement (CBA) for 2025 is projected at \$576,886, of which \$585,299 was already included in the 2025 Operating Budget approved by the UTA Board of Trustees on December 20, 2024. Negotiations resulted in a wage adjustment from the budgeted 4% to a negotiated 3% wage increase beginning June 17, 2025. This adjustment results in annual savings in 2025 of \$8,412 and total contract savings (2025-2027) of \$35,722, further reducing the overall financial exposure of the contract.

ATTACHMENTS:

Resolution R2025-10-03, including the CBA as an exhibit.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 222

R2025-10-03 October 8, 2025

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

WHEREAS, representatives of the Authority and International Brotherhood of Teamsters Local 222 ("IBT") have negotiated the first collective bargaining agreement ("Agreement") between the parties; and

WHEREAS, the Board of Trustees ("Board") of the Authority reviewed the proposed Agreement between the IBT and the Authority, and believes it represents the best interests of both of the parties, and supports the Authority's ability to retain and build an excellent, highly committed, productive, and involved workforce; and

WHEREAS, the Utah Public Transit District Act requires the Board of the Authority to approve contractual agreements with a value in excess of \$250,000.00; and

WHEREAS this proposed agreement between the Authority and the IBT meets the statutory threshold requiring Board Approval; and

WHEREAS, the Board desires that the Authority execute the new Agreement with the IBT.

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

- 1. That the Executive Director, Chief People Officer, and Treasurer of the Authority are hereby empowered to execute and deliver the Collective Bargaining Agreement, in substantially the same form as the one attached as Exhibit A
- 2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, Chief People Officer, other staff, and legal counsel, that are necessary or appropriate with regard to participation in the negotiations with the IBT and to give effect to this Resolution.
- 3. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

Approved and adopted this 8 th day of O	ctober 2025.	
	Carlton Christensen, Chair Board of Trustees	
ATTEST:		
Secretary of the Authority		
		(Corporate Seal)
A		
Approved As To Form: Docusigned by: Mike Bull 70E33A415BA44F6 Legal Counsel		

EXHIBIT A

Collective Bargaining Agreement between

Utah Transit Authority and International Brotherhood of Teamsters Local 222

AGREEMENT BETWEEN UTAH TRANSIT AUTHORITY



And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 222



PRODUCTION & WAREHOUSE SPECIALISTS

Term of Agreement (enter date)

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ARTICLE 1 - PREAMBLE

This Agreement is entered into this _day of_, between the Utah Transit Authority ("UTA") and Teamsters Local 222 ("Union"), for the purpose of undertaking a harmonious working relationship between the UTA, the Union, and the UTA's bargaining unit employees. It is the goal and intent of the parties to set forth here an agreement regarding rates of pay, hours of work, certain work rules and terms of employment, and an orderly way to resolve differences which may arise. In furtherance of this goal, the UTA and the Union do agree as follows.

ARTICLE 2 - UNION RECOGNITION

Pursuant to the October 18, 2024, vote, which was certified by an Independent Election Monitor, the UTA recognizes the International Brotherhood of Teamsters Local 222 as the sole and exclusive collective bargaining agent for all the job classifications within Article (14).

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Management Rights: All management functions and prerogatives which the UTA has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the UTA during the term of this Agreement and following its expiration unless otherwise modified by the Parties. Without limiting the generality of the above, the UTA has the right to manage its facilities and equipment; to plan, determine, direct, and control its operations; to direct the work of employees; set work rules and policies; and to establish additional reasonable rules and regulations that are not contrary to this Agreement. Daily operating adjustments will not be considered the establishment of another rule or regulation. The Parties also agree that the UTA's employee handbook contains reasonable rules and regulations, which may be adopted for this Agreement, at the UTA's discretion, the Local Union shall be notified of any such changes. The UTA understands the Union's right to bargain the effect of these types of changes.

Section 2. The UTA has the right to allocate and assign work to employees; establish, adjust and discontinue shifts; determine the appropriate staffing level needed, and to lay employees off; establish work schedules for employees, including determining the number of actual hours to be worked in any day, week or shift; determine the number of employees, positions, and types of positions necessary to operate any department, classification or division of the UTA; select who will be hired or not hired; determine and evaluate competency and fitness for duty; determine the knowledge, skill, qualifications and abilities necessary for employees to perform their job functions; establish or revise performance standards, including quality standards, and the methodology for measuring same; establish and modify performance levels for employees; implement incentives for special assignments; establish and revise safety standards; decide where or when training on a particular task or job is required, how much training is required, and to establish, discontinue, reorganize, and combine any job duties unless expressly modified or restricted by a provision of this Agreement.

The UTA will also have the right to discharge, suspend, or otherwise discipline employees for just cause; to demote or promote employees; to determine the methods of investigating potential employee misconduct and enforce a substance abuse policy.

<u>Section 3</u>. The provisions of this Agreement do not prohibit the UTA from directing any person not covered by this Agreement from performing any task. The UTA, therefore, has the right to schedule its management and other non-bargaining unit personnel at any time and in the manner of the UTA's choosing. The selection of managerial personnel will be the responsibility of the UTA and will not be subject to the grievance and arbitration provisions of this Agreement.

Section 4. It is agreed that the listing of the above management rights will not be considered to exclude other rights of management not specifically listed. Any other right relating to management of the UTA's business and the direction of the work force which the UTA has not specifically abridged, delegated, or modified by this Agreement, whether or not the UTA has used such power, function, authority and right before execution of this Agreement, is specifically retained by the UTA, and any failure to exercise any power, function, authority, or right in a particular way will not be considered a waiver of the UTA's right to exercise such power, function, authority, or right in a different manner, or preclude the UTA from exercising such power, function, authority or right in the future, so long as it is not in conflict with the express provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

<u>Section 1. Union Recognition</u>: It is agreed that the signing of this Agreement shall constitute recognition of the Union, and it is further agreed that no member shall be discharged for activity in representing the Union that does not violate this Agreement or is otherwise unlawful.

<u>Section 2. Union Security</u>: When new or additional employees are needed, UTA shall notify the Union of such job postings and the Union shall have a reasonable opportunity to refer applicants for the vacancies to be filed, provided, however:

- a) Selection of any applicants so referred shall be on a non-discriminatory basis and shall not be based on Union membership or non-membership.
- b) UTA will retain the right to reject any job applicant referred by the Union. At the beginning of each month, UTA shall forward to the Union a completed hire-in list from the previous month, containing the employee's name, address, hire date, classification and wage rate.

Section 3. Check-Off: The Employer shall deduct, on a monthly occurrence, from the pay of all active union members covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union. All such deductions shall be remitted to the Local Union not later than the fifteenth 15th day of the month from which the dues are deducted. The Local Union shall furnish or cause to be furnished to the Employer, a valid written authorization of each employee for the deduction herein provided. Such authorization and deductions are to be in compliance with any and all applicable federal and state laws. The Local Union also shall furnish to the Employer a monthly statement showing the names of all employees of such Employer from which deductions have been authorized and the amounts to be deducted in accordance with such authorizations. The Union shall indemnify and hold UTA harmless from any claims, demands or actions growing out of or relating to these dues' deductions and any D.R.I.V.E. deductions under Article (5) provided UTA has properly deducted and remitted the dues and fees to the Local Union.

ARTICLE 5 - TEAMSTERS D.R.I.V.E

UTA agrees to deduct from the paycheck of all employees covered by this International Brotherhood of Teamsters Local 222 CBA, who submit to UTA written authorization for voluntary contributions to D.R.I.V.E. (Democratic / Republican / Independent / Voter / Education). D.R.I.V.E. shall notify the UTA of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. UTA shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

ARTICLE 6 - NON-DISCRIMINATION

The Parties agree to adhere to the principles of equal employment opportunity and to cooperate with each other in complying with all applicable federal, state and local laws and regulations relating to equal employment opportunity. The Parties agree there will be no discrimination against any employee on the basis of any applicable law. The Union and the UTA recognize and agree to comply with the provisions of FMLA and USERRA.

ARTICLE 7 - SENIORITY / LAYOFF / RECALL

Section 1. Seniority Definitions:

Organization Seniority: is defined as the length of an employee's continuous service with UTA from the most recent date of employment or re-employment. Organization seniority shall apply for vacation accrual as provided for in this Agreement.

Classification Seniority: is defined as total length of continuous service within an employee's current classification under Article (14). Classification seniority shall apply to shift bidding.

Department Seniority: Is defined as the total length of continuous service within the warehouse & production specialist department. Department seniority shall apply to vacation requests.

<u>Seniority List</u>: The UTA shall furnish the Union and post a seniority list at the end of each calendar quarter. An employee who believes there are controversies regarding their seniority shall be settled by the UTA and the Union representative. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure as set out in this Agreement.

<u>Section 2. Layoff</u>: A layoff is a reduction in the number of employees within any job classification due to any reasons other than voluntary separation or termination for cause. UTA will lay off employees in reverse order of their job classification seniority, as hereinafter provided.

a) Employees being laid off shall be given five (5) business days' written notice in advance of such a layoff. The Union representative shall be furnished a copy of such notice.

- b) Whenever it becomes necessary to lay off employees, layoffs shall be by job classification seniority. To avoid being laid off, employees who are slated for layoff may apply their' seniority to bump the least senior employee within any classification within the CBA, provided the employee is certified, cross-trained and is proficient in the performance of the job.
- c) Laid off employees shall have recall rights for one (l) year during which time they will retain their seniority.
- d) If the employee is not recalled within one (1) year of layoff, the employee's seniority shall be terminated.
- e) Employees who are laid off shall be given preference for reemployment in classifications of work for which they are qualified. Laid off employees who still have recall rights will be recalled to work as vacancies arise, in accordance with their job classification seniority. Employees with recall rights in a job classification will be offered recall before any new employees are hired into that job classification.

Section 3. Recalls:

- a) UTA shall notify employees to be recalled by UPS overnight delivery and a documented phone call. The recall notice will be considered to have been delivered the day following the phone call or sending by UPS delivery whichever is later. All employees on lay off shall have the obligation of providing UTA with their correct mailing address, phone number and personal email address. A recalled employee shall, within seventy-two (72) hours, inform UTA of their intent to accept or reject the recall order.
- b) An employee who fails to respond to the notice of recall within seventy-two (72) hours will forfeit any right to recall. An employee who does not receive notice of the recall because of the employee's failure to provide UTA with his/her correct information in the above Section 4 (a) will also forfeit any right to recall. The employee must report for work within ten (10) business days after receipt of the notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

Section 4. Seniority Broken: Seniority shall be broken by:

- (a) Discharge.
- (b) Resignation or quit.
- (c) Promotion out of the bargaining unit.
- (d) As provided in Section 2 (d) above.
- (e) As provided in Section 3 (b) above.
- (f) Failure to return from an approved leave of absence.
- (g) Being absent from work for three (3) consecutive scheduled workdays without notifying UTA, unless due to a condition beyond the employee's control.

<u>Section 5. Transfer into the Unit</u>: When an existing UTA employee from outside the Bargaining Unit transfers into the Bargaining Unit, their organization seniority will carry over for vacation accrual. For all other seniority related matters, the transfer date into the Bargaining Unit will be the recognized date.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

Section 1. Strikes Prohibited: Section 17B-2a-813 of the Utah Public Transit District Act prohibits employees of a public transit district such as the UTA from joining in a strike against the UTA. As a result, during the term of this Agreement, the Union will not cause, condone or sanction any strikes, work stoppages, picketing on properties owned or controlled by UTA, slow-downs, mass absenteeism, sympathy strikes, or any other interference with the operations of the UTA. No employee shall engage in any strike, work slowdown or stoppage, or any other interference with UTA operations, and no lockouts shall be implemented by UTA. Any action of UTA in closing their facilities, stations, or operations during a general strike, riot or other civil commotion, for the protection of their station and property, shall not be deemed a lockout. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of another company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of another company.

Section 2. Remedies: The Union expressly agrees that it will take and use every reasonable, prompt and positive measure and effort to prevent and stop any acts described in Section I of this Article including, but not limited to, the mailing to each employee covered by this Agreement of a notice, signed by authorized representatives of the Union stating that the employee's action violates the Agreement and state law and instructing all employees to cease their illegal actions immediately. In addition to any employees being subject to potential termination under Section 3 of this Article, the UTA will also have the right to obtain an injunction in any federal or state court restraining the employees and the Union from striking and picketing or any other violations of this clause and will ultimately have the right to seek to have a court award damages resulting to the UTA from such activity.

<u>Section 3. Discipline</u>: All employees participating in or promoting any activity prohibited by Section 1 may be subject to discipline up to and including termination.

<u>Section 4. Legal Action</u>: In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved party may, without such exhaustion, immediately resort to an appropriate Court of law to seek any available equitable, legal remedies, or both.

ARTICLE 9 - WARNINGS, SUSPENSION AND DISCHARGE

<u>Section 1. Rules</u>: Discipline, suspension, and discharge shall be governed by UTA policy as it may be amended from time to time. All time periods provided for herein may be extended by mutual written agreement between the Business Agent of the Local Union and the Employer.

<u>Section 2. Representation</u>: If a bargaining unit member reasonably believes that an investigatory interview arising out of their workplace behavior or performance could lead to discipline, they are entitled to ask for an available steward; if a steward is not available the employee may ask for another available employee as their representative.

<u>Section 3. Discipline</u>: Employee discipline will be issued, with an employee representative present if requested, within ten (10) business days of the date the Employer becomes aware of the incident leading to discipline in order for the discipline to be valid. All discipline will be specific, not general, in nature as to the alleged violation (e.g. time, date, place and nature of violation).

<u>Section 4. Notices</u>: Copies of all written discipline letters, suspensions, and discharges will be sent to the Business Agent of the Local Union within five (5) business days from the issuance of the discipline, in order for the discipline to be valid.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

<u>Section 1</u>: All controversies over the interpretation and application of this Agreement will be taken up, considered and adjusted as follows. All time periods set forth here must be strictly adhered to unless extended in writing by mutual agreement of the parties. Failure to comply with these deadlines will cause the grievance to be waived.

<u>Step 1</u>: The first step will be for the grievant, with or without the shop steward, and his/her supervisor to resolve the issue. In order for the grievance to be recognized, it must be presented to the employee's immediate supervisor within five (5) business days of the event giving rise to the grievance.

Step 2: If the grievance has not been satisfactorily settled in Step 1, then within ten (10) business days of the occurrence, the grievance must be put in writing and filed by the Business Agent of the Local Union with the UTA Labor Relations Representative via email or personal delivery. The Business Agent and the UTA representative will set up a date and time to meet and seek to resolve the controversy.

Step 3: If no resolution is reached in Step 2, the matter may be submitted to a panel grievance committee composed of two persons appointed by the Union and two persons appointed by the UTA, who will meet jointly at a time and place mutually agreed upon not to exceed forty-five (45) calendar days from the outcome of Step 2. A grievance scheduled for a panel committee may be waived by mutual agreement between the parties and in such case the date of the waiver agreement shall act as the date of decision for the Panel. The decision by the majority of the panel committee will be final and binding upon both parties. The aggrieved party will have the right to attend the panel grievance meeting, provided he or she does so at his or her own expense. Failure to move any grievance to this Step 3 by written request within ten (10) business days following outcome of the Step 2 meeting will constitute a waiver of such grievance.

<u>Step 4</u>: If the grievance has not been settled in Step 3, either party may, within twenty (20) business days of the Panel's decision, submit the matter to Arbitration as set forth below.

- a) The Employer and the Union will seek to select an arbitrator by mutual agreement. If the two cannot agree upon an arbitrator, then it is agreed that the matter in controversy will be submitted to the ("FMCS") Federal Mediation and Conciliation Service, for settlement by obtaining a list of seven arbitrators and alternatively striking from the list until only one person remains who will then serve as the arbitrator for the matter.
- b) The decision of the Arbitrator will be specifically limited to the issue(s) submitted by the parties, and the arbitrator will have no authority to amend, alter, or change any provision of the Agreement in any manner. Any and all decisions made in accordance with the procedure here set forth will be binding upon all parties to this Agreement.
- c) The Parties hereto agree that the expenses and fee of the Arbitrator will be borne equally.

Section 2. Time Limits:

- a) The time limits contained herein may be extended for reasonable circumstances, investigations, interviews, etc. for specified periods of time, subject to the mutual consent of UTA and the Local Union in writing. Such consent shall not be unreasonably withheld.
- b) For the purpose of this Agreement, the term "business days" shall be defined as any day of the week that is not a Saturday, Sunday or legally recognized holiday.
- c) For the purpose of this Article, when counting "days" the first day shall be defined as the first full day after the action occurred.
- d) If UTA fails to convene an agreed to Panel within the forty-five (45) calendar day time limit specified in Step 3 above (or within any extension agreed to under subparagraph (a) above), the Union may, upon written notification to UTA, move the matter to the next step of the grievance procedure.

Section 3. Union Notification: Copies of all grievances and replies filed at Step 2 shall be provided by UTA to the Grievant, and where applicable, to the Union representative. The Union representative shall also receive a copy of the reply to the Step 1 meeting in the event that the decision at Step 1 is reduced to writing. The Union representative shall also be notified and present at any formal meeting calling for the resolution of a grievance.

ARTICLE 11 - STEWARDS

<u>Section 1</u>. Recognition: Utah Transit Authority (UTA) recognizes the right of the Union to designate stewards from UTA's seniority list. The authority of the steward so designated by the Union shall include the following duties and activities:

a) The investigation and presentation of grievances to UTA in accordance with the provisions of this Collective Bargaining Agreement. Stewards or Business Agents may attend disciplinary meetings between supervision and an employee when requested by the employee.

- b) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature and do not involve stoppages, slowdowns, refusals to follow management's direction or any other interference with UTA's business.

<u>Section 2. Authority</u>: Union Stewards have no authority to take strike action or any other action contrary to the provisions of Article (8).

<u>Section 3. Limitations</u>: UTA recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts but may discipline a Steward who engages in such behavior.

<u>Section 4. Release</u>: When the Union requests Stewards to be relieved of their duties to attend Union Meetings, etc., such requests will be made to the Location Manager or Area Manager as soon as possible but at least 24 hours in advance and such permission will not unreasonably be withheld.

Section 5. Paid for Time: Stewards will be paid for time lost from their regularly scheduled forty (40) hour work week when attending meetings with a member of management at the request of management.

<u>Section 6. Representation</u>: Stewards will be allowed a reasonable amount of time to review grievance issues with employees with the approval of management so long as no disruptions occur in the workplace.

Section 7. Union Leave: Upon no less than ten (10) working days' written notice, UTA shall grant an unpaid leave for an employee with seniority to serve on Union business, pursuant to Union instructions, without discrimination or loss of seniority or fringe benefits protection, not to exceed thirty (30) calendar days each calendar year, excluding contract negotiations. The notice shall specify length of time off requested. No more than one (1) employee will be permitted on such leave at the same time, excluding contract negotiations. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business.

ARTICLE 12 - JOINT LABOR MANAGEMENT (JLM) MEETING

UTA and the Local Union will meet as needed but not more often than quarterly in a cooperative effort to discuss ways to improve communications, efficiencies and address issues within the workplace excluding matters subject to the grievance procedure.

ARTICLE 13 - MANAGERS

<u>Section 1. Management Oversight</u>: Management shall have the exclusive right to conduct the business, the operations and the direction of the UTA's working forces and employees they oversee. Management will be excluded from the bargaining unit.

Section 2. Bargaining Unit Work: It is understood that employees not covered under this Agreement shall not ordinarily perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the balance of regular employees is temporarily reduced by reason of absence. UTA will normally offer available work to bargaining unit employees prior to utilizing non-bargaining unit employees to perform work covered by this Agreement.

ARTICLE 14 - CLASSIFICATIONS

<u>Section 1. Classifications</u>: The Warehouse jobs covered by this Agreement consist of the following job classifications:

- 1. Warehouse Specialist: This position is responsible for identifying, procuring, receiving, shipping, maintaining inventory, supporting the machine and body shops, restocking outer divisions, performing related processing of documentation, and fulfilling all other duties as may be assigned by Management.
- 2. Production Control Specialist located at Meadowbrook Building #8. This position is responsible for ensuring part rooms have the appropriate parts needed to maintain the operation of the fleet (i.e., internal rebuilds utilizing the work order system, audit missing/misplaced inventory). This position shall also perform the job duties within the warehouse specialist classification and must fulfill all other duties as may be assigned by Management.

ARTICLE 15 - VACANCY FILLING AND SHIFT BIDDING

Section 1: Job Vacancies: Both parties recognize the principle of filling promotional vacancies and newly created bargaining unit positions with qualified applicants in a manner consistent with good personnel hiring practices, skills, abilities, and relevant experience, such vacancies and positions will be awarded to the best qualified candidate. While UTA prefers to look internally to fill open vacancies and newly created positions with qualified applicants, it is understood that UTA may also fill job openings with individuals outside the Company.

Section 2: Job Classification, Shift Bidding: Shift bidding within each Job Classification will be done by the employees' Classification Seniority defined within Article 10 and will be available for selection in December of each calendar year. Each employee will submit their bid to management in writing. Employees that cannot select in person may email their selection to management.

ARTICLE 16 - MISCELLANEOUS

<u>Section 1</u>. The employer agrees to allow the Union to provide and maintain a bulletin board for the use of the Union at a mutually agreed upon location within the employer facilities.

<u>Section 2</u>. Once an employee has completed the UTA new employee orientation, the Business Agent of the Local Union, and a member of management will discuss a time and day for the Business Agent, or Union Steward, to meet with the employee for a period not to exceed twenty (20) minutes.

<u>Section 3. Negotiating Committee</u>: The Union will make a written request to have no more than one (1) employee off for contract negotiations. The employees' lost wages will be paid by the Union. Employees will not be required to use vacation pay or other paid time off.

<u>Section 4. Union Representatives</u>: Accredited representatives of the Union, after first making their presence known to management shall have access during business hours to members of the bargaining unit, providing that UTA security and safety rules are followed and no activities, conferences or meetings between employees and Union representatives shall in any way interfere with, hamper or obstruct the normal flow of work.

<u>Section 5. Personnel Files</u>: Employees have a right to review a copy of their own personnel file upon request as provided by UTA policy. Reviews will be promptly scheduled by UTA.

<u>Section 6. Individual Agreements</u>: UTA agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

<u>Section 7. Safety Shoes</u>: The Company will provide safety shoes either by arranging for a vendor to be on site, or the Company will provide one hundred fifty dollars (\$150.00) for safety shoes meeting UTA safety standards (impact resistance and non-slip). For shoes not purchased from the UTA vendor the following will be required before the employee is reimbursed.

- A copy of the original receipt
- The actual shoes purchased
- Verification that the shoes are impact resistant and non-slip.

ARTICLE 17 - PROBATIONARY PERIOD

<u>Section 1</u>. All new hires shall serve a probation period of one hundred and twenty (120) days. Probationary employees may be discharged during their trial period without recourse to the grievance and/or arbitration procedure.

ARTICLE 18 - UTA POLICIES

<u>Section 1. Existing Policies</u>: Unless otherwise addressed or modified by this Agreement, all written policies applicable to bargaining unit employees as of ratification or implementation of this

Agreement will continue to apply to bargaining unit employees on the same basis as such policies apply to non-bargaining unit employees. Such existing policies may be changed or discontinued from time to time in the UTA's sole discretion. Employees and the Local Union will be notified of such changes.

<u>Section 2. New Policies</u>: The UTA will also have the right to create, implement, change and discontinue UTA's policies, as long as policies are not contrary to the terms of this Agreement. The UTA will provide not less than fourteen (14) calendar days' written notice to the Local Union prior to the effective date of any such new policies. Copies of the affected policies will be distributed out to all the employees within the department and a copy sent to the Local Union.

<u>Section 3. Policy Conflicts</u>: Should there be a conflict between any policy, or section of a policy, and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE 19 - PAY DAYS

<u>Section 1.</u> All employees shall be paid their wages, in full, less any legal, authorized deductions, once every two (2) weeks.

<u>Section 2.</u> Employees shall be furnished with an itemization showing each category of earnings at the time they receive their paycheck for the payroll period involved.

<u>Section 3</u>. All employees shall receive their pay via Direct Deposit.

ARTICLE 20 - SAFETY

<u>Section 1</u>. All employees and the UTA will maintain reasonable safety and health standards and will comply with all federal and state safety rules and regulations. No employee shall need to work on, with, or about unsafe equipment or facilities.

<u>Section 2</u>. The Employer will act promptly when bona fide unsafe factors are brought to its attention. All employees must report accidents immediately. The employee will submit a written report within 24 hours, provided that additional time may be allowed with Management's approval.

<u>Section 3</u>. Employees will comply with all safety rules and policies of the Employer. Rules will be posted in the workplace. Employees will use all provided health and safety equipment.

ARTICLE 21 - HOURS OF WORK

<u>Section 1. Workweek</u>: The ordinary workweek for regular, full-time employees will be consistent with UTA's Policy No. 6.7.1.2 governing Administrative Employee Workweek and schedule. Nothing here will constitute a guarantee of hours.

<u>Section 2. Non-traditional Hours</u>: It is recognized that, as a public transit organization, the UTA operates 24 hours a day, 7 days a week. As a result, employees may have to work overnight and weekend shifts.

<u>Section 3. Recording Hours Worked</u>: All hours worked by an employee must be reported by the employee on their respective time record each workday in accordance with the timekeeping requirements and processes set by the UTA.

<u>Section 4. Shift Trades and Adjustments</u>: In accordance with the UTA's usual process and procedures employees shall continue to have the ability to trade or adjust their assigned starting times with the approval of their manager. No reasonable request shall be denied.

ARTICLE 22 - WAGES

Section 1. Compensation Adjustments: The wages provided for herein are minimums and the UTA can in its sole discretion pay above the designated wage rates. No employee may be paid at a rate lower than provided for in their classification. UTA may also adjust minimum starting rates to meet business needs, provided said minimum starting rates are not adjusted below those rates set forth in Section 2 below. When such starting rate adjustments are necessary, all current employees who fall under the new minimum pay rate will be adjusted to the new minimum pay rate for their classification.

Section 2. Wage Ranges: Employees covered by this Agreement will be compensated per the terms of UTA's Administrative Compensation Plan defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP No. 510. For purposes of these policies, all employees covered by this Agreement will be considered Administrative Employees. Effective on the first pay period following the date of ratification hereof by the bargaining unit, the job classifications provided for in this Agreement will be placed into the following pay grades:

Warehouse Specialist: Grade 13 Production Control Specialist: Grade 14

<u>Section 3. Wage Increases</u>: All employees will receive wage increases of three percent (3%) effective upon ratification hereof by the bargaining unit. Such raises shall be above any minimum pay rate increases received under Section 1 above. Merit pay increases for 2026, and 2027, will be provided based on performance, as defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP, No. 510.

<u>Section 4. Overtime</u>: If overtime is ever necessary/required, employees who work overtime will be paid at the rate of one and one-half times their regular hourly rate for all work performed in excess of forty (40) hours per week.

ARTICLE 23 - OVERTIME

<u>Section 1. Overtime Guidelines</u>: The UTA retains the sole discretion to determine in each instance if overtime work is required, and how much overtime work will be needed. Employees are expected to be available for a reasonable amount of overtime, as determined by the UTA. No overtime work may be performed without prior approval.

<u>Section 2. Assignment of Overtime</u>: In accordance with the UTA's usual process and procedures for offering overtime the manager or the designee will email all employees at once offering them the opportunity to volunteer. Assignments will be given on a first-come, first-serve basis. If there are no volunteers to fill the necessary overtime, management may require bargaining unit members to take overtime by inverse seniority.

ARTICLE 24 - TIME OFF

Section 1. Day(s) or Weekly Vacation Requests: Vacation will be taken on a first-come, first-served basis on available days or weeks during the calendar year. If one or more employees bid on the same day for the same time period, seniority will control. Vacation requests will ordinarily be submitted one week prior to the requested date. Once approved, an employee's vacation can be canceled with mutual agreement between the employee and the manager. There will be no blackout days during the calendar year. One (1) employee will be guaranteed off on any given day, upon the discretion of management more than one (1) employee may be allowed off.

<u>Section 2. Separation</u>: Employees who quit or are terminated or retire shall be paid all accrued but unused vacation on their final check.

<u>Section 3. PTO Benefits</u>: The UTA will offer paid time off to the bargaining unit employees for bereavement leave, court attendance/jury duty leave, military leave, and parental leave, on the same terms and conditions as UTA Policy No. UTA.05.02, which covers Paid Time Off for Administrative Employees. UTA Policy will continue to provide for utilization and enforcement of all PTO benefits. An employee requesting a leave of absence shall be governed by UTA policy. The UTA may, from time to time, revise its paid time off policies in the regular course of business. Employees and the Business Agent of the Local Union will be notified of such changes.

ARTICLE 25 - HOLIDAYS

Paid Holidays will be recognized and administered in accordance with UTA Corporate Policy No. 05.02. Should one of these holidays fall on a Saturday, it will be observed on the preceding Friday. Should one of these holidays fall on a Sunday, it will be observed on the following Monday.

Floating holidays will be used on a first-come, first-served basis on available days throughout the year. Floating holidays can only be used in whole day increments. Floating holidays are not carried over into a subsequent year.

ARTICLE 26 - VACATION AND SICK

<u>Section 1. Sick Leave</u>: Sick leave is provided for employees to mitigate against loss of income when an employee is unable to perform assigned duties because of illness or injury. Sick Leave may be used for the employee's own, or their dependent's, illness, injury, or medical appointment. Employees who have completed their probationary period and have accrued sick leave may use sick leave. Employees using sick leave must directly notify their supervisor providing as much notice as practicable. Where the need for leave is foreseeable, notice shall be given not less than twenty-four (24) hours in advance. The Authority may request written medical certification of an

illness or injury necessitating sick leave usage. After five consecutive days of sick leave, management may require the employee to submit a medical note.

After five consecutive days of sick leave usage, UTA may run Family Medical Leave (FMLA) concurrently with the absence. The employee will complete all necessary FMLA paperwork when required by the Employer.

Sick Leave is accrued at a rate of nine days per year (2.769 hours biweekly). Sick leave will not accrue during an unpaid leave of absence, or while receiving workers' compensation, short-term or long-term disability payments, or other insurance payments. While on FMLA, employees must use all available sick leave or other employees accrued time off benefits before taking unpaid leave.

Sick Leave pay is calculated using an employee's base rate of pay at the time of the absence.

Employees who leave or are terminated from UTA forfeit any sick leave balances, with the exception that Employees who retire and meet the definition of "Retired Employee" under UTA policy, may convert up to 900 hours of sick leave into a Retiree Medical Account at the time of retirement, which includes the Union's health Reimbursement Arrangement (HRA). Retired Employee means:

- The employee continues employment with UTA until their date of retirement.
- Employee is vested pursuant to the vesting schedule set forth in UTA's defined benefit plan.
- Employees must have completed and submitted within forty-five (45) days from their final day of employment all necessary paperwork to elect a retirement benefit as a monthly benefit or a lump sum distribution.

<u>Section 2. Vacation Accrual</u>: Vacation time accrues according to an employee's date of hire and length of service with the Authority. Vacation time accrues based on actual paid/time worked. Vacation will not accrue during an unpaid leave of absence, or while receiving Workers Compensation benefits, short-term and long-term disability payments, other insurance payments, or during a layoff. Employees accrue vacation at the rate shown below. Vacation pay is calculated based on using an employee's base rate of pay, including any premiums at the time of the vacation absence. Vacation pay shall be considered hours worked for overtime calculation. The maximum accrual of vacation is 360 hours.

Length of Service	Vacation Days Accrued	
Date of Hire Through Year 2	13 days per year (4 hours per pay period)	
Year 3 through 6	15 days per year (4.6 hours per pay period)	
Year 7 through year 8	17 days per year (5.23 hours per pay period)	
Year 9 through year 11	19 days per year (5.8 hours per pay period)	
Year 12 through year 15	21 days per year (6.46 hours per pay period)	
Year16 through year 22	23 days per year (7.07 hours per pay period)	
Year 23 years or more	25 days per year (7.69 hours per pay period)	

<u>Section 3. Vacation Deductions and Leave Interactions</u>: Employees' vacation deductions will be charged only in the number of hours that they are scheduled to work. While on FMLA, employees must use available vacation after exhausting sick leave before taking unpaid leave. Employees may save up to 40 hours of vacation, during a leave of absence.

Section 4. Pay in Lieu of Time: Vacation pay shall be calculated on the basis off of an employee's straight time hourly wage. Employees with more than ten (10) years of seniority and at least eighty (80) hours of banked available vacation time, may in lieu of time off, request via email to receive pay for one (1) week in accordance with UTA policy.

Section 5. Vacation Incentive: UTA may at its discretion give an incentive of a minimum of eight (8) hours regular pay to bargaining unit members who bid and take vacations during undesirable weeks. If UTA uses this incentive, employees will be informed at the beginning of the calendar year which weeks or timeframes will receive the incentive.

ARTICLE 27 - HEALTH INSURANCE

Section 1. The UTA agrees to pay one thousand five hundred dollars (\$1,500.00) per month into the Teamsters Security Fund for each employee that is enrolled in health insurance through the Security Fund. This fund will provide the Teton Plan in accordance with the rules prescribed by the Trustees of said Security Fund. Benefits for this premium shall include hospital, surgical, and dental benefits and other benefits as approved by the Trustees. Contingent upon ratification hereof by the bargaining unit taking place before June 30, 2025, such payment will begin with the first of the month following UTA Board approval hereof with coverage under the new plan commencing on that same date, at which time coverage under the current UTA health plan will cease.

<u>Section 2</u>. UTA will pay up to 1.5% per year of any increase in excess of the amount stated above. Any increase above 1.5% will be paid by the employee through payroll deduction.

<u>Section 3</u>. An employee becomes initially eligible for benefits on the Teton Plan on the first day of the month following their start of employment as a Warehouse Worker provided UTA makes a payment on the employee's behalf to the Utah-Idaho Teamsters Security Fund (the "Fund").

<u>Section 4</u>. Payment is due by the 10th of the month following the month in which the employee started as a Warehouse Worker. All subsequent payments are also due by the 10th of the month. UTA agrees to deduct from the employee's paycheck (pretax) each paycheck an amount equal to the employee's share of the cost of the insurance benefit (currently \$110.33 a month or \$50.92 biweekly) and remit it with UTA's payment each month to the trust. The total contribution is currently \$1,500.00 per employee per month.

<u>Section 5</u>. An employee will lose coverage at the end of the month in which their employment has terminated unless the employee is eligible for and elects COBRA and makes timely premium payments as set by the Trust.

<u>Section 6</u>. The Local Union shall indemnify and hold the UTA harmless against any and all claims, losses, and damages that may arise as a result of deducting, withholding, paying and/or remitting all such funds as contemplated by this Article.

<u>Section 7</u>. The parties hereto accept the provisions of the Agreement and Declaration of Trust of the Utah-Idaho Teamsters Security Fund as may be revised from time to time and agree to enter into the appropriate Trust Agreement and ratify all actions heretofore taken or to be taken hereafter by the Trustees acting within the scope of their authority thereunder. The Employer accepts the Employer Trustees under such Agreement.

<u>Section 8</u>. So long as such benefits are not provided by the insurance under Section 1 above, UTA policy regarding life insurance & long-term disability benefits will continue to apply as per policy No. 6.7.6.1.

ARTICLE 28 - RETIREMENT

Section 1. 457(b) Deferred Compensation Program: Production and Warehouse Specialists may participate in the UTA's 457(b) deferred compensation plan. UTA will contribute \$2.00 for every \$3.00 the employee contributes, up to 2% of their annual salary as an annual participation match. UTA's participation match is deposited into an investment account in January of the following year. The minimum contribution election for this plan is 2% of the employee's annual income.

<u>Section 2. UTA Pension</u>: Production and Warehouse Specialists will continue to be eligible to participate in the Utah Transit Authority Employee Retirement Plan, as defined in the Utah Transit Authority Employee Retirement Plan and Trust Agreement.

ARTICLE 29 - NOTICE

<u>Section 1. Direction of Notices</u>: Whenever notice is to be given under the terms of this Agreement to either party hereto, it will in all cases, unless some other method is specifically prescribed below, be sent by email to the following addresses for the UTA and The Union. Upon written notification either party has the right to amend the email addresses listed below at any time during the life of this Agreement.

UTA UNION

	Labor Relations Office	Labor Relations Office Ron Romero, Business Agent	
Utah Transit Authority Teamsters Local Union		Teamsters Local Union No. 222	
	669 W. 200 S.	2641 S. 3270 W.	
	Salt Lake City, Utah 84101	Salt Lake City, Utah 84119	
	LaborRelationsTeamsters@rideuta.com	ron@teamsterslocal222.org	

<u>Section 2. Effective Date for Notice</u>: When notice is given as prescribed in the above paragraph, the notice will be considered to have been given on the day immediately following the day that it is e-mailed (with delivery and read receipt requested).

<u>Section 3. Employee Contact Information</u>: Each employee is responsible for supplying the Human Resources Department and the appropriate department director, in writing, electronically, with

their mailing address and telephone number and must promptly notify the Human Resources Department and appropriate department director of any change in the above information. Telephones are required for such positions as directed by management. UTA shall use this information for any notification required by the terms of this Agreement. Any such notification to an employee by UTA shall be deemed sufficient notification when addressed to the employees' last reported address.

Section 4. Giving Notice to Employees: All notices to employees to be given by the UTA under this Agreement will, unless some other method is specifically prescribed, be considered to have been properly given if the employee is notified in person, either orally or in writing, or if notice is mailed to the employee's last address on file with the UTA or is given by telephone to the employee's last telephone number on file with the UTA. If mailed, the notice will be considered to have been given on the day that it is mailed. In addition to these methods of giving notice to employees, the posting of written notice on the UTA bulletin board, stationary or electronic, will constitute proper notice in all cases as long as the employee or employees concerned were present at work at the UTA's facilities during some part of the time between the posting of the bulletin board notice and the start of the event being announced by the notice.

<u>Section 5. Notice of Resignation</u>: When an employee gives notice of resignation to the UTA, that notice will be considered to have been properly given when the employee informs their manager of the resignation in writing. Written notice may be sent by first class mail or delivered in person to the manager. If mailed, the notice of resignation will be considered to have been given on the date that it was postmarked.

ARTICLE 30 - SEVERABILITY AND COMPLETE AGREEMENT

<u>Section 1. Severability</u>: If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect, including the No Strike provision. At the request of either party, the UTA and Union will meet to negotiate a new contract language to replace the article or sections invalidated.

Section 2. Complete Agreement: This Agreement shall govern the entire relationship between the UTA, the employees hereby covered and the Union, and shall be the sole source of all terms, provisions, conditions, rights, or obligations of the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement which shall supersede any and all prior understandings or practices whether oral or written, and which constitute the sole, exclusive and entire agreement between the parties. It is therefore understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling. All written and oral proposals as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement. Accordingly, the UTA and the Union for the life of the Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with

Legal

Section 2. Complete Agreement: This Agreement shall govern the entire relationship between the UTA, the employees hereby covered and the Union, and shall be the sole source of all terms, provisions, conditions, rights, or obligations of the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement which shall supersede any and all prior understandings or practices whether oral or written, and which constitute the sole, exclusive and entire agreement between the parties. It is therefore understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling. All written and oral proposals as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement. Accordingly, the UTA and the Union for the life of the Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended, or modified in any respect except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement will be in full force and effect from, until, and will continue in full force and effect for successive one-year periods after unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least 60 calendar days before the expiration of the Agreement or any automatic extension of the Agreement.			
With their signatures, authorized representatives of the UTA and The Union have agreed to this Agreement on the day of			
UTAH TRANSIT AUTHOR	RITY	PEAMSTERS _	Logue
Jay M. Fox Executive Director		Spencer Hogue, Preside Secretary Treasurer, Lo	
		Hor M	rene
Viola Miller		Ron Romero	
Chief Financial Officer		Business Agent, Local	222
Kimberly Shanklin		-	
Chief People Officer			

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Jared Scarbrough, Acting Chief Capital Services Officer

PRESENTER(S): Kyle Stockley, Director of Capital Vehicles

TITLE:

Contract: Bus Purchase through Washington State Contract Assignment of Options (Gillig, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute an assignment of contract rights order on Washington State contract 06719-01 and associated disbursements with Gillig, LLC in the amount of \$33,772,251.

BACKGROUND:

This order serves capital project REV211 Replacement Buses. The project covers general bus replacements/expansions independent of special bus/BRT projects. The replacement plan has recently been converted to a 16-year useful life for all transit buses except electric.

The order will be replacing aging 2007 through 2011 model year buses while also supporting upcoming service increases with 10 expansion buses.

DISCUSSION:

Capital Vehicles is requesting approval of the Order Notice to Proceed on an assignment of contract rights under the Washington State contract with Gillig LLC, totaling \$33,772,251.

This request involves the procurement of twenty-one (21) 40-foot clean diesel transit buses in 2026, and seventeen (17) 40-foot clean diesel transit and five (5) 35-foot canyon service buses in 2027.

These buses are crucial for replacing aging buses as well as supporting service expansion goals in the coming years. The first group of twenty-one (21) buses will go into production in 2026 and are anticipated to start

arriving during the fourth quarter of 2026 while the remaining twenty-two (22) buses will go into production in the second quarter of 2027.

Payment for the vehicles will utilize the 2025, 2026, and 2027 approved 5-year Plan funds for REV211. The purchase is setup to include a milestone payment made in 2025 utilizing 2025 budget authority.

CONTRACT SUMMARY:

Contractor Name: Gillig, LLC

Contract Number: Washington State Contract 06719-01

Base Contract Effective Dates: 4/1/2021 through 3/31/2026

Extended Contract Dates: N/A

Existing Contract Value: N/A (Washington State contract value not disclosed)

Amendment Amount: N/A

New/Total Contract Value: \$33,772,251

Procurement Method: Contract options through assignment of contract rights

(Washington State RFP initially)

Budget Authority: 2025 Approved Capital Budget

ALTERNATIVES:

Defer bus orders to future budget years

FISCAL IMPACT:

This bus procurement will utilize 2025 budget authority for a milestone payment in 2025 and is included in the approved 2025 - 2029 Capital Plan. Capital Project REV211, Bus Replacements, has budget authority in 2025 for a \$10k milestone payment, a 2026 spending plan of \$29,798,000 and a 2027 spending plan of \$30,000,000. The purchase order for this procurement will encumber 2025, 2026 and 2027 approved 5-year plan spend years. 21 buses will be covered with 2026 funds and 22 with 2027 funds. The P.O. is structured as follows:

2025 Contract Total: \$10,000

2026 Contract Total: \$16,135,745

2027 Contract Total: \$17,626,506

Contract Total: \$33,772,251

ATTACHMENTS:

Contract: Bus Purchase (Gillig, LLC)

Washington State Contract 06719 (Link https://bit.ly/WSC 06719)





August 5, 2025

Gillig, Inc. Attn: Bill Fay 451 Discovery Drive Livermore, CA 94551

Sent by email only: <u>Sales@gillig.com</u> <u>bill.fay@gillig.com</u>

RE: UTA Bus Purchase from State of Washington DES Contract No. 06719-01

Dear Mr.Fay,

This letter serves as the Notice to Proceed (NTP) with this UTA Bus Purchase order pursuant to Washington DES Contract No. 06719-01. This order will be based on Washington DES Contract No. 06719-01 pricing via Amendment #6 executed on or about 4/1/25 and the vehicle pricing will be as follows:

Quantity	Description	U/Price	Total Price
	40' Diesel LOW FLOOR BUSES per		
21	State of WA DES Contract No. 06719-01 pricing	\$768,845.00	16,145,745.00
	40' Diesel LOW FLOOR BUSES per		
17	State of WA DES Contract No. 06719-01 pricing	\$803,443.00	\$13,658,531.00
	35' Diesel LOW FLOOR BUSES per		
5	State of WA DES Contract No. 06719-01 pricing	\$793,595.00	\$3,967,975.00
TOTAL-			\$33,772,251.00

The total cost for this NTP Bus Purchase is \$33,772,251.00, whereas a milestone payment of \$10,000 may be requested/invoiced by Gillig no later than Dec 2025 but not before completion of the pre-production meeting. This Milestone Payment is intended as an incremental payment towards the Total of the Bus Order and is not in addition to the above quoted price.

If you agree to the above specifications and pricing, please sign on the line indicated below and return a copy to Timothy Hodges <u>thodges@rideuta.com</u>. A fully executed copy will be provided after all signatures are obtained.

GHLIGHTLYC.

William F. Fay, Jr.

8/5/2025

Printed Name: William F. Fay, Jr Title: Vice President of Sales

UTAH TRANSIT AUTHORITY

Jay Fox

Executive Director

Jand Scarbroughe15/2025

Jared Scarbrough Acting Chief Capital Services

-DocuSigned by:

Mike Bell

8/5/2025

Assistant Attorney General

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Jared Scarbrough, Acting Chief Capital Services Officer

PRESENTER(S): David Osborn, Acting Director of Capital Design & Construction

TITLE:

Contract: Memorandum of Understanding - S-Line Extension (Dee's, Inc.)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute a Memorandum of Understanding (MOU) with Dee's, Inc. for the S-Line Extension project.

BACKGROUND:

UTA has been working collaboratively with Salt Lake City to extend the S-Line Streetcar from the existing end of the line at Fairmont Station (1040 East) to the heart of the Sugar House business district at Highland Drive. During project development, Dee's, Inc. is amenable to extend the S-Line onto their property located on the southeast corner of Highland Drive and Simpson Avenue. UTA, Salt Lake City, and UDOT have worked collaboratively to advance the design and secure additional funding to support this extension.

DISCUSSION:

UTA and Dee's seek an MOU to establish an end-of-line S-Line station which would extend onto the Dee's property. The extension will be included and incorporated within the Dee's Redevelopment Project. The key terms of this MOU include:

- An understanding that Dee's will provide a 50-year ground lease for UTA to operate the S-Line Station.
- An understanding that UTA will pay Dee's \$2,300,000 for impacts to parking and for an operator break
 facility, which will be built into Dee's development. (Note: This MOU is not a formal commitment to the
 funds, which will be provided in a subsequent agreement.)

Agreement that UTA and Dee's will work jointly on the design of both projects.

This MOU is not legally enforceable. It is meant to serve as a basis from which to construct a lease agreement and other agreements necessary to implement the Party's vision for the Project.

CONTRACT SUMMARY:

Contractor Name: Dee's, Inc. **Contract Number:** 25-P00504

Base Contract Effective Dates: 10/2025 (effective on execution)

Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: N/A

Procurement Method: Non-Procurement Agreement

Budget Authority: No funds obligated with this agreement

ALTERNATIVES:

UTA could choose an alternative agreement type.

FISCAL IMPACT:

This MOU has no direct fiscal impact. However, it does identify a potential future funding commitment of \$2,300,000, which is anticipated in the approved 5-Year Capital Plan (MSP259). This expense, if subsequently approved, would be covered by funding from the Transit Transportation Investment Fund and the legislative appropriation allocated to the project.

ATTACHMENTS:

• Contract: Memorandum of Understanding - S-Line Extension (Dee's, Inc.)

MEMORANUDM OF UNDERSTANDING BETWEEN UTAH TRANSIT AUTHORITY & DEES CORPORATION S-LINE EXTENSON DEVELOPMENT PROJECT

This Memorandum of Understanding (this "MOU") is dated and entered into effective as of ______, 2025 (the "Effective Date"), by and among UTAH TRANSIT AUTHORITY, a political subdivision of the State of Utah ("UTA"), and DEE'S, INC., a Utah corporation ("Dee's"). UTA and Dee's are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND:

- A. Dee's is the owner of certain real property located at the SE corner of Highland Drive / Simpson Avenue, as generally depicted on Exhibit A (the "Dee's Property"), attached hereto. Dee's is in the process of planning the redevelopment of the Dee's Property into a mixed-use commercial development which may include office, retail, and residential use (the "Dee's Redevelopment Project").
- B. UTA, in partnership with Salt Lake City, is pursuing a project to extend its S-Line Streetcar East to Highland Drive.
- C. UTA and Dee's desire to collaborate on establishing an end-of-line station which would extend onto the Dee's Property (the "Future S-Line Station").
- D. The joint vision of UTA and Dee's is for the Future S-Line Station to be included and incorporated within the Dee's Redevelopment Project. The joint development of the Future S-Line Station and the Dee's Redevelopment Project is referred to in this MOU as the "**Project**."
- E. The Parties desire to enter into this MOU to document their mutual understanding concerning the Project.

GENERAL TERMS AND CONDITIONS

- 1. <u>SCOPE OF THE PROJECT; GROUND LEASE</u>. Dee's agrees that upon satisfaction of the Funding Contingency (defined below), UTA and Dee's will execute a ground lease agreement (the "**Ground Lease**") for the portion of the Dee's Property depicted on <u>Exhibit A</u>. The purpose of the Ground Lease will be for UTA to extend the existing S-Line onto the Dee's Property and to operate the Future S-Line Station, and will memorialize the following terms and conditions:
 - a. The term of the Ground Lease will be for a period of 50 years. with an automatic extension of an additional 50 years.
 - b. As part of the Ground Lease, UTA will also lease a portion of the building enclosed around the Future S-Line Station for the purpose of providing UTA employees a restroom and break room, as well as a control room, with visibility to the S-Line track, to operate the rail improvements (collectively, the "UTA Building Facilities").
 - c. UTA will not be required to pay any base rent for use of the Dee's Property; however, UTA will remain responsible for monthly payments of its proportionate share of

- operating costs, real property taxes, and insurance that Dee's may incur as a result of UTA's use of the UTA Building Facilities located within the Dee's Redevelopment Project. The details of these operating costs will be negotiated in the Ground Lease and future operating agreements.
- d. The general lease structure will be a triple net (NNN) lease. UTA will be responsible for maintaining, repairing, and replacing the Future S-Line Station, as well as maintaining and repairing the UTA Building Facilities. To be further addressed in the Ground Lease.
- e. UTA will be responsible for all costs and expenses associated with designing, constructing, and installing the Future S-Line Station. UTA will be responsible for all other costs associated with preparing the UTA Building Facilities for UTA's use.
- f. Dee's and UTA will work collaboratively to implement the Future S-Line Station and the Dee's Redevelopment Project, particularly where construction activities overlap. The Parties recognize the benefit of working on a similar timeframe to reduce the potential impact on both projects. To this end, Parties will closely collaborate on construction schedules, ensuring that conflicts in construction activities are minimized. UTA acknowledges that Dee's may need access to the leased property throughout the construction of the Dee's Redevelopment Project. With sufficient notice, UTA will work with Dee's to provide access to the leased property.
- g. The opening and operations of the Future S-Line Station will be dependent on the timeline for the Dee's Redevelopment Project, as UTA wants to avoid any safety hazards related to vertical construction over the station. Should the Future S-Line Station open before construction commences on the Dee's Redevelopment Project, UTA will work with Dee's to close the station as necessary for construction activities with reasonable advance notice under the circumstances. These closures should be limited to the extent feasible.
- h. In the case that the Dee's Redevelopment Project is significantly behind the schedule of the Future S-Line Station, the Parties will work together to implement as much of the Future S-Line Station as possible to reduce potential inflation costs.
- i. If the Future S-Line Station opens ahead of the Dee's Redevelopment Project, Dee's will use commercially reasonable efforts to provide UTA temporary bathroom and breakroom facilities at Dee's sole cost after completion of the Future S-Line Station but before commencement of the development of the Dee's Redevelopment Project.

2. CONSIDERATION FOR THE PROJECT.

- a. As consideration for Dee's agreeing to (a) incorporate the Future S-Line Station into Dee's Redevelopment Project as contemplated by this MOU, and (b) enter into the Ground Lease, UTA will pay Dee's \$2,300,000 (the "Consideration Payment").
- b. UTA and Dee's acknowledge that prior to either party taking any action required under this MOU, UTA requires formal authorization to fund the Future S-Line Station and enter into the Ground Lease. Once UTA has received the funding necessary to deliver the Consideration Payment and final formal approval to (a) enter into the Ground Lease, and (b) design and construct the Future S-Line Station, UTA will deliver the Consideration Payment. For clarification purposes, formal approval to fund the Future

S-Line Station and enter into the Ground Lease will occur when UTA provides Dee's written confirmation from all applicable governmental entities that UTA is authorized to proceed with entering into the Ground Lease and designing and constructing the Future S-Line Station and all applicable appeal periods to challenge the Future S-Line Station have expired. Only until Dee's receives the entire Consideration Payment and written verification of UTA obtaining the formal approvals, will Dee's be obligated to enter into the Ground Lease and fulfill its obligations under this MOU.

- 3. <u>DESIGN OF THE PROJECT</u>. UTA will be permitted to design and construct the Future S-Line Station prior to Dee's commencing its design and construction of the Dee's Redevelopment Project; however, UTA acknowledges that it is Dee's intent to design the Dee's Redevelopment Project in such a way that the Future S-Line Station is fully integrated within the Dee's Redevelopment Project. Accordingly, the parties will work together in a mutually cooperative manner to design the Project taking into consideration each of the Party's objectives with respect to the Project, and ensure that the Future S-Line Station is located within one of the buildings and building envelope of the Dee's Redevelopment Project. UTA acknowledges that such design will incorporate Dee's constructing vertical improvements (such as offices or residential units) above the Future S-Line Station. In furtherance of the design of the Future S-Line Station and UTA Building Facilities, the Parties further agree that:
 - a. The Future S-Line Station and UTA Building Facilities will not require any parking on the Dee's Property for UTA riders. Dee's will have the right to monitor and enforce any rules and regulations it may deem necessary with respect to any parking facilities located on the Dee's Property, or adjacent property.
 - b. UTA will coordinate with Dee's on the design of the Future S-Line Station and UTA Building Facilities to ensure that it is compatible with Dee's vision to redevelop the site.
 - c. Dees will allow UTA to be part of the building design as it pertains to S-Line infrastructure.
 - d. During the design process, Dee's and UTA will examine and identify which portions of the Project will benefit both the Dee's Redevelopment Project and the Future S-Line Station, such as excavation, retaining walls, stairwells, etc. Thereafter, Dee's will be responsible for constructing such mutually beneficial aspects of the Project, and UTA will pay Dee's its proportionate share of such costs.
 - e. The Parties will collaborate on the design and placement of the UTA Building Facilities, which will include a single-user restroom, a small breakroom with access to water, and a room/space for control equipment with visibility to the track. The location of these facilities will take commercial viability and UTA's needs for access into consideration.
 - f. Dee's and UTA will examine how the Parties can provide for joint performance of maintenance and security, with Dee's retaining control over the Dee's Property post-completion of the Dee's Redevelopment Project. UTA will work with Dee's to protect the right of riders to access the station.
 - g. UTA will require space near the station and UTA buildings with access for maintenance vehicles. The Parties will work through the design to refine the details of this access point.
- 4. <u>COUNTERPARTS</u>. This MOU may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall

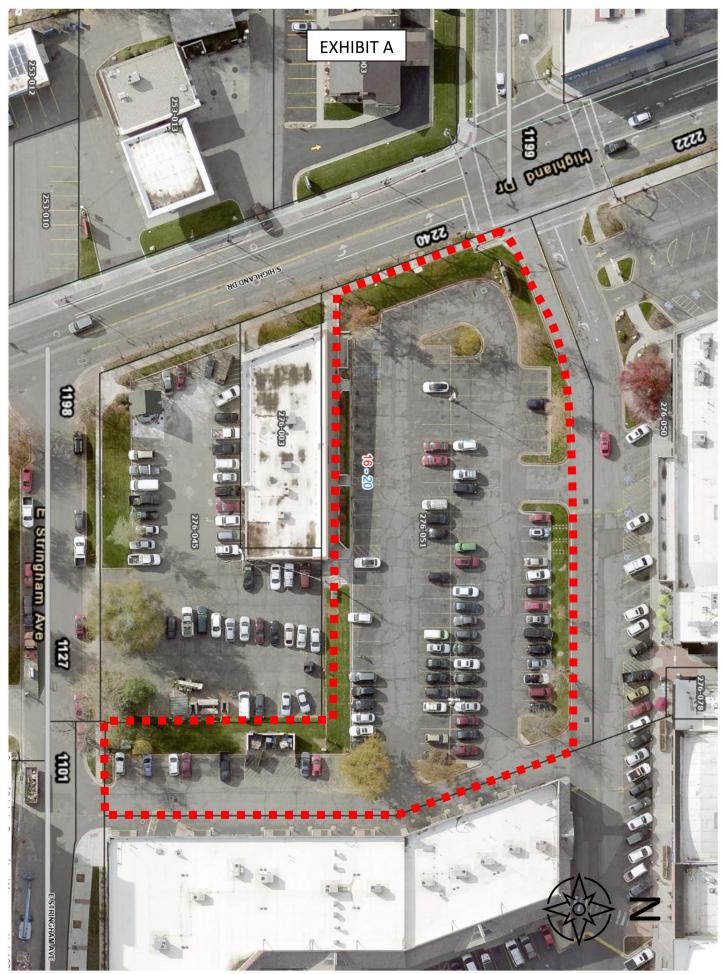
constitute but one agreement. Any Party may affect the execution and delivery of this MOU by signing the same and sending a copy thereof to the other Party or its attorney by email, portable document format (PDF), any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com), or other electronic means. Such emailed document, PDF or other electronic document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

- 5. <u>FURTHER ASSURANCES</u>. Each Party shall do and perform or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this MOU and the consummation of the transactions contemplated hereby.
- 6. <u>ATTORNEY FEES</u>. If any legal action, including a demand letter, negotiation, or any arbitration or other proceeding (including a proceeding in bankruptcy) is brought for the enforcement of this MOU or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this MOU, each party will be responsible for their own attorney fees, including, without limitation, any attorney fees incurred in any negotiation, alternative dispute resolution proceeding subsequently agreed to by the Parties, if any, litigation, or bankruptcy proceeding or any appeals from any of such proceedings in addition to any other relief to which it may be entitled.
- 7. <u>SEVERABILITY</u>. If any part of this MOU is construed to be in violation of any law, such part shall be modified to achieve the objective of the Parties to the fullest extent permitted and the balance of this MOU shall remain in full force and effect.
- 8. <u>MODIFICATION</u>. No supplement, modification, or amendment of this MOU shall be binding upon the Parties hereto unless executed in writing by an authorized representative of each Party, but no such supplement, modification, or amendment needs consideration to be binding.
- 9. <u>INTERPRETATION</u>. The captions that precede each section of this MOU are for convenience of reference only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders. Unless otherwise provided, references in the Agreement to particular exhibits, articles, sections and subsections are to those respective divisions in the Agreement (including all subparts of such divisions).
- 10. <u>NATURE OF MOU.</u> The Parties acknowledge that this MOU is not legally enforceable. It is meant to serve as a basis from which to construct a lease agreement and other agreements necessary to implement the Party's vision for the Project. Except as provided herein, neither Party shall be liable for any expenses incurred by the other Party solely due to this MOU
- 11. <u>ADDITIONAL AGREEMENTS</u>. Additional agreements will be executed between the Parties to specifically define the details of the Project. These subsequent agreements will take precedence over this MOU once executed.

(signatures to follow)

IN WITNESS WHEREOF, each of the Parties hereto has caused this MOU to be executed as of the Effective Date by its authorized representative.

UTAH TRANSIT AUTHORITY	DEE'S, INC.
	De Wah Ch
Name: <u>Jay Fox</u>	Wade Olsen
Title: Executive Director	President
Date:	Date: <u>July 1, 2025</u>
Name:	
Title:	
Date:	
Legal Approval:	
DocuSigned by:	
Mike Bell	



669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Jared Scarbrough, Acting Chief Capital Service Officer

PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Contract: Betterment Agreement - Wayside Signal Design (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute a Betterment Agreement between the Utah Transit Authority and the Utah Department of Transportation in the estimated amount of \$4,399,570.38 for UDOT to contract completion of the Wayside Signal Design for the FrontRunner 2X Project.

BACKGROUND:

The Utah Transit Authority (UTA) and the Utah Department of Transportation (UDOT) are partnering on the FrontRunner 2X Project to increase train frequency and travel time reliability. As part of the UTA Equipment Obsolescence program for the FrontRunner 2X Project, UTA plans to replace all Integrated Vital Processor Interlocking Wayside Processors and Model 4000 Grade Crossing Predictors with an ElectroLogIXS System on the FrontRunner commuter rail segment.

This Betterment Agreement is for the Wayside Signal Design for this effort.

DISCUSSION:

UTA staff is requesting approval from the UTA Board of Trustees to enter into a Betterment Agreement with UDOT in the amount of \$4,399,570.38 for the Wayside Signal Design on the FrontRunner 2X project. UTA agrees that the costs are estimates only and UTA is responsible for actual costs associated with the betterment items.

CONTRACT SUMMARY:

Contractor Name: Utah Department of Transportation
Contract Number: UTA #25-P00512, UDOT #PIN 20253

Base Contract Effective Dates: Execution of agreement through 3/31/2026

Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A

New/Total Contract Value: \$4,399,570.38

Procurement Method: Non-Procurement Betterment Agreement

Budget Authority: Approved 2025 Capital Budget

ALTERNATIVES:

Disapproval of the Betterment Agreement. UTA will upgrade these components as a separate project from the FrontRunner 2x project. The work would conflict with the FrontRunner 2X project and would result in equipment obsolescence replacement delays of approximately five years and added cost.

FISCAL IMPACT:

The 2025 approved budget includes \$1,399,570.38 for the Betterment Agreement between UTA and UDOT for the wayside signal design on the FrontRunner 2X project. Projected funding requests for 2026 will be \$3,000,000. The total 2-year estimate is \$4,399,570.38. All funds will come from the Train Control Rehab and Replacement project and offset by grant UT-2025-002 and UT-2025-031.

2025 Agreement Total \$1,399,570.38

2026 Agreement Total: \$3,000,000.00

Total Agreement Value: \$4,399,570.38

ATTACHMENTS:

Contract: Betterment Agreement - Wayside Signal Design (Utah Department of Transportation)



UTA Cost Estimate Betterment Agreement for FrontRunner 2X Project	Betterment Description: 1. Design for IVPI to ElectroLogIXS Conversion	Estimated Cost for Betterment \$4,399,570.38
PIN: 20253 FINET/CID: 74234	Project Number: S-ST99 (835) Project Name: FrontRunner 2X	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and **Utah Transit Authority** a Utah public transit district, ("**UTA**") for the FrontRunner 2X Project.

Subject to the attached provisions, UDOT will include the following betterment work items as other work performed with the FrontRunner 2X Project. Upon signing this Agreement, UTA agrees that the costs shown below are estimates only and UTA is responsible for paying all actual costs associated with these betterment items.

Description of Betterment Work: As part of the UTA Equipment Obsolescence program, UTA plans to replace all IVPI wayside processors and GCP4000 Crossing Predictors with the ElectroLogIXS System on the FRS commuter rail segment. This betterment agreement covers the design for this implementation. For a detailed scope of work and estimate see **Exhibit A**.

Description	Quantity	Estimated Cost
Wayside Signal Design	1	\$4,399,570.38
Subtotal		\$4,399,570.38

The total estimated cost of the betterment work shall be deposited with UDOT in two (2) installments. The first installment of \$1,399,570.38 will be due no later than October 31, 2025. The final installment of \$3,000,000.00 will be due no later than March 31, 2026. UTA shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, UTA shall pay the additional amount required within 30 days of receiving an invoice from UDOT In the event the actual betterment costs are lower, UDOT will



refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from a Utah AG's Office attorney for UDOT)

Betterment work for the FrontRunner 2X Project is not Project work, as stated in the FrontRunner Cooperative Agreement between the parties effective as of August 22, 2023 (the "Base Agreement") at Section 6.b.iii. However, UTA desires to include the betterment work items described herein as other work to be performed on the terms stated herein during the Project's construction. The parties agree that the Base Agreement and related agreements for the FrontRunner 2X Project do not apply to this betterment agreement because it is not project work, but the parties may agree to use similar work processes in connection with the betterment work.

UDOT will include UTA's requested betterment work in the project contract provided that UTA pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to a bid package or a change order until this Agreement has been signed by both parties. UTA agrees that the betterment work will include costs for OCIP insurance coverage, any warranty coverage desired by UTA, project management costs, and other matters necessary to perform the betterment work specified by UTA.

UTA, at no cost to the Frontrunner 2X Project, shall provide on-call support from UTA's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for UTA work installed by the contractor. UTA engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on UTA's facilities in accordance with the plans and specifications provided by or approved by UTA, including changes or additions to the plans and specifications which are approved by the parties.

UTA, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems

or concerns UTA may have with acceptance of the facilities upon completion of construction. UTA's concurrence must be received prior to final acceptance of the betterment work, which will not be unreasonably withheld.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the betterment work does not relieve UTA of its duty in the performance of this betterment work or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of UTA facilities located on UDOT's right-of-way will be by permit issued by UDOT to UTA, and UTA will obtain the permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and UTA are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing.
- b. By either UDOT or UTA for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is

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Page 3 of 5



required and shall specify the reasons for termination.

- c. By UDOT for the convenience of the State upon written notice to UTA.
- d. By UTA if it is unable to fund an overrun by UDOT's contractor. UTA will deliver this written termination notice concurrently to UDOT and to UDOT's contractor, and such notice will state that the contractor must stop work and take reasonable actions to mitigate damages as of the time when UTA delivers the written notice to the contractor's authorized representative. UDOT will include language in its PDB contract authorizing UTA to give this notice directly to its contractor.
- Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

UTA agrees that, upon completion and final inspection and acceptance of the construction for the betterment work, UTA shall own and maintain the betterment work covered herein at no cost to UDOT.

IV. Payment and Reimbursement to UDOT:

UTA shall be responsible for all actual costs associated with these betterment items. This agreement is without cost to UDOT. UTA agrees that UDOT's actual costs include but are not limited to UDOT's costs and cancellation penalties for any redesign work and for the termination of work of any kind, if: (i) UTA terminates or modifies a betterment agreement for design, (ii) UTA decides not to construct a designed betterment, or (iii) UTA terminates or modifies a betterment agreement for the construction of a betterment. In the event UTA fails to reimburse UDOT for the costs included in this Agreement, funding that UDOT possesses for other UTA projects, or funding that UDOT otherwise owes to UTA, may be withheld until the entire payment is made, and/or UDOT may reduce the scope of other work that it is performing for UTA's benefit and apply funds to unpaid costs under this agreement.

V. Change in Scope and Schedule:

If UTA's betterment work project scope or schedule changes from the terms of this

Agreement, UTA will notify the UDOT Project Manager or Resident Engineer in writing prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of UTA.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

If UTA's betterment work causes delay to the work of the Frontrunner 2X Project, the parties will work together cooperatively to minimize delay costs. If the delay is caused by UDOT's PDB contractor, the Parties will cooperate in holding the contractor responsible. If the Frontrunner 2X Project incurs delay costs due to UTA's betterment work, UTA is responsible for those costs.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All betterment work that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. UTA and the betterment work shall at all times comply with the Telecommunications Laws. UTA hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between UTA and UDOT, UTA hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. All UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit shall contain this certification. If any government entity having jurisdiction determines that UTA or its associates is not in compliance with the Telecommunications Laws, UTA agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

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VII. Miscellaneous:

Page 4 of 5



This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments described herein, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

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

This Agreement may be executed in counter parts by the parties.

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

Language content was reviewed and approved by the Utah AG's office on July 31, 2025.

	Utah 1	ransit Authority			Utah Department of Transpo	rtation
Ву	Mike Bell	Mike Bell	9/12/2025 Date	Ву		Date
	70E33A415BA44F6 I I tle/S I	gnature of Official			Project Director	
Ву			Date	Ву		Date
Title/Signature of additional official, if required		Director of Transit and Trails				
Ву			Date	Ву		Date
Title/Signature of additional official, if required			Comptroller's Office			

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Jared Scarbrough, Acting Chief Capital Services Officer

PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #25-020 - Shepard Lane Fiber Upgrades (Rocky Mountain System Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order 25-020 and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$301,727.00 to relocate the fiber path at the new bridge located at Shepard Lane in Farmington.

BACKGROUND:

UTA executed contract 24-03814 with RMSS for on-call maintenance. The term of this contract is for three (3) years with two (2) additional option years. RMSS was selected based on best-value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, which was fully executed on June 14, 2024. The original master task order contract value is not-to-exceed \$40,000,000 over five (5) years.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Repair, maintenance, and training of overhead contact systems and traction power substations

DISCUSSION:

Under Task Order 25-020, RMSS will relocate the fiber path at the new bridge located at Shepard Lane to maintain uninterrupted service and accommodate infrastructure changes.

This involves the contractor pulling, terminating, and splicing new fiber cable, with the main objective of ensuring proper installation and functionality along the relocated path and at designated points.

CONTRACT SUMMARY:

Contractor Name: Rocky Mountain Systems Services

Contract Number: 24-03814-25-020

Base Contract Effective Dates: 6/14/2024 through 7/1/2029

Task Order effective after final signatures through 12/31/2026

Extended Contract Dates: N/A

Existing Contract Value: \$14,702,942.57

Amendment Amount: \$301,727.00

New/Total Contract Value: \$15,004,669.57

Procurement Method: RFP Best Value

Budget Authority: Approved 2025 Capital Budget

ALTERNATIVES:

Disapprove task order. UTA will risk service interruptions, increased maintenance costs, and potential project delays due to the failure to properly relocate the fiber at Shepard Lane. Continued reliance on the existing fiber path will result in misalignment with new infrastructure and heightened risk of network outages.

FISCAL IMPACT:

The 2025-2029 Five Year Capital Plan includes \$301,727 for the relocation of the fiber path at the new bridge located at Shepard Lane to maintain uninterrupted service and accommodate infrastructure changes. This work is anticipated to occur in 2025 and 2026 under the Fiber Repair/Replacement project (SGR410).

2025 Contract Total: \$100,000

2026 Contract Total: \$201,727

Total Task Order Value: \$301,727

The overall not-to-exceed value for this contract is \$40,000,000

MTOA value to date: \$15,004,669.57

ATTACHMENTS:

 Task Order: On-Call Systems Maintenance Contract: 25-020 - Shepard Lane Fiber Upgrades (Rocky Mountain System Services)



Task Order Request #25-020 - Shepard Lane Fiber Upgrades

Status Assignees Open Dean Hansen

Created Date Sep 5, 2025 **Issued Date** Sep 5, 2025

TASK ORDER IDENTIFICATION

24-03814 Contract No

Contractor Name ("Contractor")

ROCKY MOUNTAIN SYSTEMS SERVICES

Contract Start Date 06/14/24

Account Code(s) 2025

\$47,223.50 - TO 25-020 Shepard Ln Fiber: Comms - 20-7410.65000.5005 \$17,400.00 - TO 25-020 Shepard Ln Fiber: Hardware - 20-7410.65000.5008 \$35,376.50 - TO 25-020 Shepard Ln Fiber: PM - 20-7410.68000.8003

\$166,350.50 - TO 25-020 Shepard Ln Fiber: Comms - 20-7410.65000.5005 \$35,376.50 - TO 25-020 Shepard Ln Fiber: PM - 20-7410.68000.8003

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated

into this Task Order

25-020_Shepard Lane Fiber Upgrades_Proposal

52720-014.pdf

2.0 SCHEDULE

The Substantial **Completion Date for**

this Task is

12/31/26

The Final **Acceptance Date** for this Task is

12/31/26

3.0 PRICING

The pricing agreement for this item is one of the following:

Lump Sum

Invoices will be \$301.727 billed on a monthly basis for completed work to date. The price for this item is

in the amount of

Provisional Sum N/A Amount (if applicable). Note: Any unused amount

of this provisional sum amount will be deducted from the contract upon closeout of the task

order.

Independent Cost Estimate (ICE) link,

if applicable

25-020 Shepard Lane Fiber Upgrades ICE.pdf

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include

Yes

If federal assistance 0%, Race Neutral funds are

Project: SGR410 Fiber Rehab / Replacement

federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of

UTAH TRANSIT AUTHORITY:

Required Project Manager \$0 - 24,999
Signatures Legal Review \$10k or greater
Explanation Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+

Signature (Legal)

	Docusigned by:		
By: _	Mike Bell		
Name	70E33A415BA44F6 e: Mike Bell		
Date:	9/8/2025		

Procurement/Contracts (for all)

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

	Signed by:		
By:	Dean Hansen		
Name	25AB79CEE8F4497 e: Dean Hansen		
Date:	9/5/2025		

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

DocuSigned by:
By: David Osborn
AD6AFC15F32A4DE Name: David Osborn
Date: <u>9/5/2025</u>
Ву:
Name:
Date:
By:
Name:
Date:

Signature

Signature (Chief Service Development Officer)

Signature (Procurement)

(Executive Director) By:

By: _______
Jay Fox, Executive Director

Date: _____

Task Order Request #25-020 - Shepard Lane Fiber Upgrades

Project: SGR410 Fiber Rehab / Replacement

COMPANY:

COMPANY: **ROCKY MOUNTAIN SYSTEMS SERVICES**

RMSS Required Signature Explanation

- Up to \$100K Josh Lafleur (jlafleur@modrailsystems.com)
 \$100K \$500K Anthony Ortolani (aortolani@modrailsystems.com)
- \$500K \$2.5M Shon Tulik (stulik@modrailsystems.com)
 >\$2.5M or Contract Time Extensions Paul Reiger (prieger@modrailsystems.com)

DocuSigned by:

Signature (Contractor)

Unthony Ortolani By: - 1587B142E149430.

Name: Anthony Ortolani

Date: <u>9/5/2025</u>



August 21, 2025 RMSS-52720-014

Mr. Dean Hansen Manager of Systems Engineering 2264 South 900 West Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: PTO 014 - FRN Fiber Upgrades - Shepard Lane

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the Fiber installation between Farmington Station and the Layton Station.

Our lump sum price for this proposal is \$301,727.00

The scope of work covered in this proposal is as follows:

General

Due to the construction of a new bridge at Shepard Lane, UDOT is installing a new duct bank to align with the construction of the new bridge abutment so UTA can move the existing underground fiber path outside its boundaries. As part of this process, UTA will also take the opportunity to upgrade the fiber, enhancing the network's capacity and performance.

Communications Fiber Optic Cable Installation

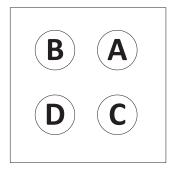
- RMSS will be pulling, terminating, and splicing new fiber cables, ensuring proper installation
 and functionality along the relocated path and at designated points. The 144 SMF will replace
 the existing IT 54 SMF cable between Farmington Station and Layton Station (Approximately
 35,500 feet from PCC to PCC). (See FIGURE 6: 144 FIBER LAYTON TO FARMINGTON).
- At the PCC in Farmington the 144 strands will be spliced to the existing 54 strand fiber currently
 in service (See FIGURE 1: 144 STRAND FARMINGTON MANHOLE SPLICING DIAGRAM). At this
 location using a lateral fiber cable, the ORANGE (IN) buffer tube will be terminated in the fiber
 distribution panel with SC type connector. The BLUE (OUT) buffer tube on the lateral will be
 used and spliced to the ORANGE strand on the existing 54 strand fiber creating a (ORANGE
 IN/ORANGE OUT) connection to the next location.
- There will be a splice point of all 144 strands at Old Mill Lane in Kaysville (See FIGURE 2: 144 STRAND OLD MILL LANE KAYSVILLE MANHOLE SPLICING DIAGRAM)
- At the PCC in Layton the 144 strands will be spliced to the existing 54 strand fiber currently in

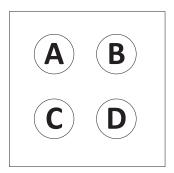


service (See FIGURE 3: 144 STRAND LAYTON MANHOLE SPLICING DIAGRAM). At this location using a lateral fiber cable, the BLUE (IN) buffer tube will be terminated in the fiber distribution panel with SC type connector. The ORANGE (OUT) buffer tube on the lateral will be used and spliced to the BLUE strand on the existing 54 strand fiber creating a (BLUE IN/BLUE OUT) connection to the next location.

Additionally, RMSS will also pull two new sets of 24 SMF into a new UTA duct bank that will be installed by UDOT. One for UTA's Wi-Fi Network and One for UTA's Signal Network, located between CP Farmington North 4272+12 and CS 4336+87. (Approximately 7500ft per 24 strand).

- At CP Farmington North 4272+12 the Signal fiber and the Wi-Fi fiber will all be terminated in their respective Fiber Distribution Panels using ST type fiber connectors. (See FIGURE 4: CP Farmington North 4272+12 FIBER TERMINATIONS).
- At CS 4336+87 the Signal fiber and the Wi-Fi fiber will all be terminated in their respective Fiber
 Distribution Panels using ST type fiber connectors. (See FIGURE 5: CS 4336+87 FIBER
 TERMINATIONS).
- When pulling the fiber in the new conduit, at all pull boxes RMSS will ensure the fiber stands are pulled straight thru in the same conduit. A to A, B to B etc. and label all cables.





Fiber Distribution Panels

RMSS will use existing Fiber Distribution Panels and Bulkheads which are ST type on the 24-strand fiber and SC type on the 144-strand Fiber.

Splice Trays

RMSS will be reusing all existing slice trays. The old fiber will need to be removed and replaced by new fiber.

Splice Enclosures

All underground splice enclosures are procured and provided by RMSS.

- At Old Mill Lane all 144 strands of fiber will be spliced straight thru in the pull box using One Splice Enclosure.
- A lateral fiber pull will be required at the PCC locations and the BLUE or ORANGE strand will be used for termination. (See Figures 1 & 2).

Locations



- CP Farmington North 4272+12 Signal-Terminate 24 Stand fiber with ST connectors.
- CP Farmington North 4272+12 Wi-Fi- Terminate 24 Stand fiber with ST connectors.
- CS 4336+87 Signal-Terminate 24 Stand fiber with ST connectors.
- CS 4336+87 Wi-Fi- Terminate 24 Stand fiber with ST connectors.
- Farmington PCC Terminate 24 strand SC connectors (12 in 12 out)
- Farmington PCC Pull Box Splice 12 in/12 out and splice 42 straight through remaining coiled in splice enclosure.
- Old Mill Lane Pull Box Splice all 144 strands straight through in splice enclosure.
- Layton PCC Terminate 24 strand SC connectors (12 in 12 out)
- Layton PCC Pull Box Splice 12 in/12 out and splice 42 straight through remaining coiled in splice enclosure.

Materials (RMSS to determine actual amount in their design)

- 24-strand single mode fiber optic cable Signal- (approximately 8000 ft)
- 24-strand single mode fiber optic cable Wi-Fi- (approximately 8000 ft)
- 144-strand single mode fiber optic cable IT- (approximately 22,500 ft one reel 12,000 ft second reel)
- Underground splice enclosure boxes (approximately 3 boxes)
- Single mode ST type pig tails (approximately 96 pig tails)
- Single mode SC type pig tails (approximately 48 pig tails)
- Fusion splice protection sleeves (approximately 400 sleeves)

<u>Design</u>

- Create a drawing and/or documentation of the following be submitted to UDOT and UTA.
 - Description of fiber cable
 - o Count of buffer tubes and strands
 - Drawing of fiber path through UDOT spare conduits and conduit color used
 - Drawing of manholes locations and termination points

Construction Phasing

- Fiber Conduit path from Farmington to Layton will need to be verified to ensure an empty conduit is available.
- Install new fiber when the path is confirmed.
- Cut in and splice new fiber into the existing and terminate connections needed.
- Verify system is up and running on new fiber.
- UTA will be abandoning all conduit and old fiber between CP Farmington North 4272+12 and CS 4336+87.

Construction

- This work will need to be conducted on Sundays to occupy the Right of Way. Termination of the fiber in the signal houses and PCC Cabinets can be completed during normal business hours with an active Track Access Permit and RWIC.
- RMSS will place approximately 50 ft of coiled slack in each manhole.
- Install 24 and 144-strand single mode fiber optic cable and establish all communication pathways from Farmington to Layton and from CP Farmington North 4272+12 to CS 4336+87.



- Splice fibers according to Figures 1-5.
 - At all necessary junction points or boxes
- Terminate fibers according to Figures 1-5.
 - At all communication boxes and all necessary locations.
- Land fiber in PCC boxes, terminating the required strands in the fiber distribution panel per Figures 1, 3, and 6.
- RMSS will pull out and remove the old 54 between Layton and cut section CS 4336+87 and from the Farmington PCC to CP Farmington North 4272+12.
- Coordinate with UTA throughout the project.

Deliverables

- Fiber test result documents
- Design documents, as described in the Design section.

See attached Figure 1: 144 STRAND FARMINGTON MANHOLE SPLICING DIAGRAM.

See attached Figure 2: 144 STRAND OLD MILL LANE KAYSVILLE MANHOLE SPLICING DIAGRAM.

See attached Figure 3: 144 STRAND LAYTON MANHOLE SPLICING DIAGRAM.

See attached Figure 4: CP Farmington North 4272+12 FIBER TERMINATIONS.

See attached Figure 5: CS 4336+87 FIBER TERMINATIONS.

See attached Figure 6: 144 FIBER LAYTON TO FARMINGTON.



FIGURE 1: 144 STRAND FARMINGTON MANHOLE SPLICING DIAGRAM:

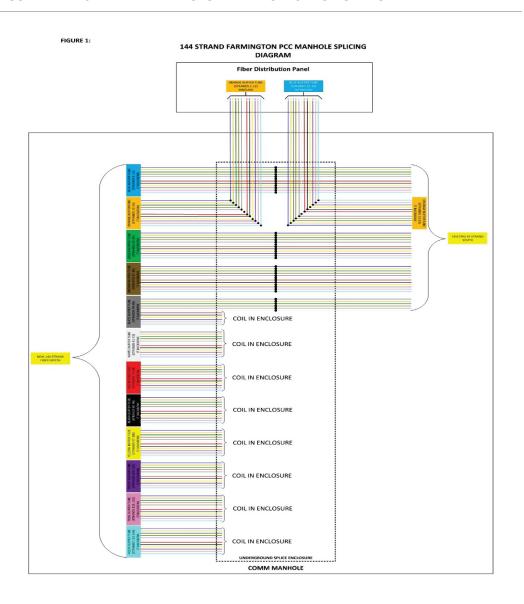




FIGURE 2: 144 STRAND OLD MILL LANE KAYSVILLE MANHOLE SPLICING DIAGRAM

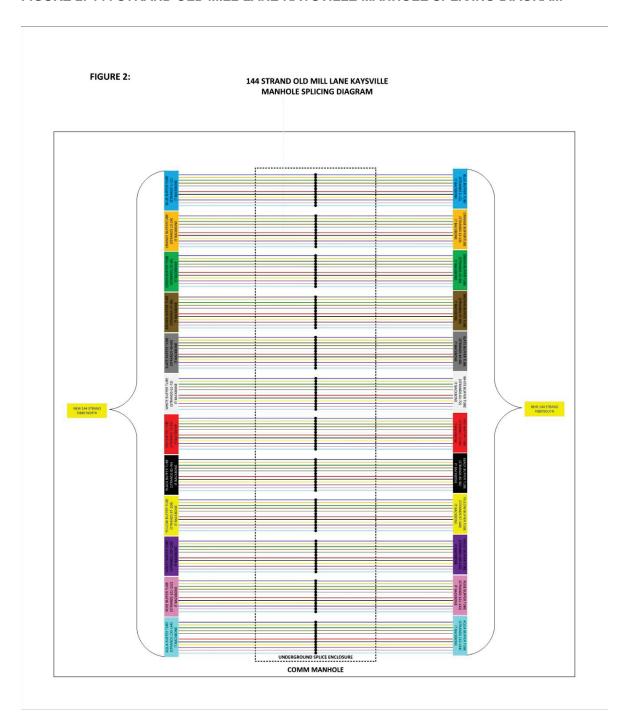




FIGURE 3: 144 STRAND LAYTON MANHOLE SPLICING DIAGRAM

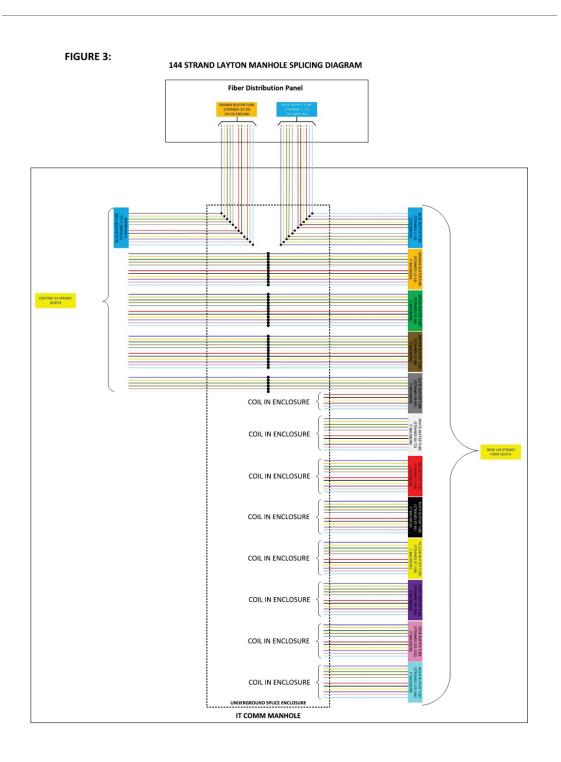




FIGURE 4: CP Farmington North 4272+12 FIBER TERMINATIONS

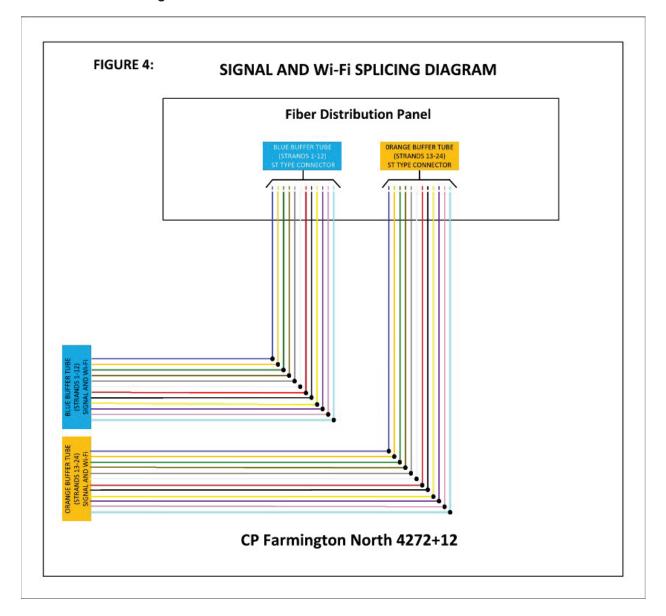




FIGURE 5: CS 4336+87 FIBER TERMINATIONS

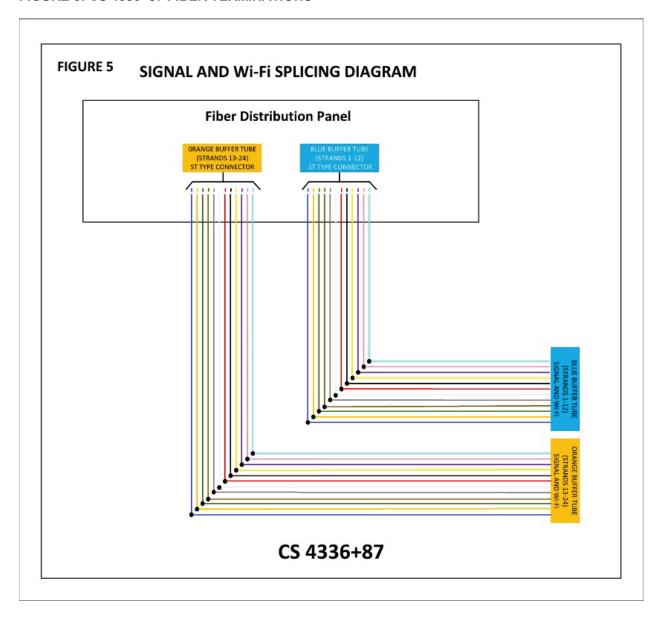
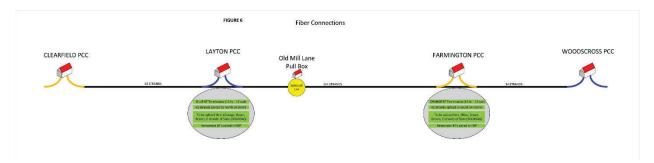




FIGURE 6: 144 FIBER LAYTON TO FARMINGTON



Clarifications

1. Schedule will be developed as we receive additional information from UDOT and their contractor and the installation of the conduit.

Assumptions

- 1. UDOT is responsible for installing new underground conduits and communication pull boxes for UTA along the newly relocated path between CP Farmington North and CS 4336+87.
- 2. This proposal does not include any material escalation, or additional charges due to tariffs. RMSS reserves the right to recover any costs incurred as a result of material price changes.

Exclusions

- 1. Any required traffic control
- 2. RMSS will not be providing or installing any conduit or pull boxes or handholes.
- 3. RMSS will not be proofing or mandreling any of the conduit path, this is to be completed by UDOT.

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Josh LaFleur Project Manager

Rocky Mountain Systems Services

CC:

Marshall Wilson – RMSS Anthony Ortolani – RMSS Troy Nelson – RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits.



8/26/2025

Subcontractors	\$ 193,847.00
Materials	\$ 17,400.00
Administrative	\$ 28,655.00
Construction/Testing	\$ 19,727.00
Other Costs and Fee	\$ 42,098.00
Total:	\$ 301.727.00

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Jared Scarbrough, Acting Chief Capital Services Officer **PRESENTER(S):** Jared Scarbrough, Acting Chief Capital Services Officer

Janelle Robertson, Project Manager III

TITLE:

Change Order: FrontRunner Double Track Project Funding and Reimbursement Agreement - Amendment 1 (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize Executive Director to execute the Funding and Reimbursement Agreement, Amendment 1, with the Utah Department of Transportation (UDOT) for the FrontRunner Double Track (FrontRunner 2X) Project.

BACKGROUND:

HB322 required that UDOT deliver the FrontRunner2X project with UTA. To facilitate delivery, UTA and UDOT entered into a Reimbursement Agreement in connection with the FrontRunner2X Project to satisfy FTA eligibility requirements in connection with FTA grant funding, and provide a method for UDOT to reimburse UTA for Project-related work. The UTA board approved this agreement on May 22, 2024.

DISCUSSION:

The Parties now desire to amend and supplement the Reimbursement Agreement to update and modify certain matters as stated in this Amendment 1, and they therefore now agree to the terms stated in this Amendment 1 to be a part of the Reimbursement Agreement as such terms are stated. Key changes and additions include:

- Changing the definition of the project to include all project improvements including the Point of the Mountain Station and new Diesel Multiple Unit (DMU) maintenance facility.

- Change in UTA costs due to the additional scope and the existing timeframe of expenses was extended through end of December 2027.
- Minor changes in invoice requirements and UDOT's allocation of costs.
- Clarifying this agreement's connection to other agreements and plans.

CONTRACT SUMMARY:

Contractor Name: Utah Department of Transportation

Contract Number: 24-P00351-01

Base Contract Effective Dates: March 1, 2024 - January 1, 2026 **Extended Contract Dates:** Through December 31, 2027

Existing Contract Value: \$5,763,741 **Amendment Amount:** \$19,181,329 **New/Total Contract Value:** \$24,945,070

Procurement Method: N/A - Revenue Agreement **Budget Authority:** Approved 2025 Capital Budget

ALTERNATIVES:

There is no reasonable alternative for UTA.

FISCAL IMPACT:

The fiscal impacts to UTA are beneficial. UTA receives \$24,945,070 in reimbursement for eligible project expenses.

ATTACHMENTS:

• Change Order: FrontRunner Double Track Project Funding and Reimbursement Agreement - Amendment 1 (Utah Department of Transportation)

AMENDMENT NO. 1 TO THE

FRONTRUNNER DOUBLE TRACK PROJECT FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN

THE UTAH DEPARTMENT OF TRANSPORTATION AND THE UTAH TRANSIT AUTHORITY

This Amendment No. 1 ("Amendment No. 1") to the FRONTRUNNER DOUBLE TRACK PROJECT FUNDING AND REIMBURSEMENT AGREEMENT dated March 1, 2024 ("Reimbursement Agreement"), to be effective as of _______ (the "Effective Date"), is made between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Utah Transit Authority ("UTA"), a Utah public transit district (each a "Party" and collectively the "Parties").

RECITALS

- A. The Parties entered the Reimbursement Agreement in connection with the Project (as defined in Section 1 below) to satisfy FTA eligibility requirements in connection with FTA grant funding and provide a method for UDOT to reimburse UTA for Project-related work, as the same are stated in the Reimbursement Agreement.
- B. The Parties now desire to amend and supplement the Reimbursement Agreement to update and modify certain matters as stated in this Amendment No. 1, and they therefore now agree to the terms stated in this Amendment No. 1 to be a part of the Reimbursement Agreement as such terms are stated herein.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Amendment No. 1, and for good and valuable consideration based on the mutual promises contained herein, the Parties agree as follows:

1. AMENDING RECITAL B TO MODIFY THE PROJECT DEFINITION.

Recital B of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

- "B. The fixed guideway capital development projects identified in HB 322 include the FR2X project, which is the project designated by UDOT and funded and approved by the Utah Transportation Commission (implemented through FrontRunner Strategic Double Track Project, UDOT Project No. S-ST99(835), PIN No. 20253 and through other project and PIN numbers), to improve the FrontRunner corridor in Davis, Salt Lake, and Utah Counties, Utah through doubletracking and realignment, a new station on the UTA FrontRunner commuter rail system, and a rail vehicle maintenance facility and rail yard, all for the purpose to increase frequency, reliability, and speed to the existing FrontRunner service (the "**Project**")."
- 2. AMENDING SECTION 3 "REQUESTING PROJECT REIMBURSEMENTS" TO MODIFY THE NOT-TO-EXCEED BUDGET AND BIENNIAL NOT-TO-EXCEED AMOUNT.

Section 3.b of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

- "b. Not-to-Exceed Budget. The funds available to pay UTA expenses incurred for the Project are as follows:
 - i. UTA PPEs. For the UTA PPEs, the Parties agree that the following is the not-to-exceed amount for all incurred UTA labor hours, Consultant Labor Costs, and Acquired Capital Assets (as defined in Section 3.b.iii.2), as the same are approved by UDOT pursuant to Sections 2 and 3: \$5,763,741.
 - ii. Expenses After Project Development Approval Date. For the period commencing on the Project Development Approval Date and ending on December 31, 2027 (the "Initial Budget Period"), the Parties will mutually establish a not-to-exceed budget within the Project Value. A new not-to-exceed budget will be established every two years thereafter until the Project is completed. Prior to December 31, 2027, and every two years thereafter until the Project is completed, UTA will submit to UDOT a development proposal with proposed costs in a form similar to that specified in Exhibit B herein to support the process of establishing a new not-to-exceed budget ("Development Proposal"). Each budget will be subject to UDOT's approval for compliance with the overall Project Value. If, either during the Initial Budget Period or during the course of any subsequent two-year period, it is determined by UDOT or UTA that the budget requires adjustment, the Parties will mutually prepare an amended budget for that period for all UTA activities. Each not-to-exceed budget may include:
 - 1. Reasonable UTA labor hours and reasonable Consultant Labor Costs, as agreed to by UDOT.
 - The costs to acquire assets that will be used over a period of time in connection with the completed Project ("Acquired Capital Assets"), including, but not limited to, real property interests. If UTA desires to obtain reimbursement for any Acquired Capital Assets, UTA will obtain UDOT's prior written approval for each Acquired Capital Asset.
 - iii. Biennial Not-to-Exceed Amount. For the Initial Budget Period, the Parties agree that the following is the not-to-exceed amount for all incurred UTA labor hours, Consultant Labor Costs, and Acquired Capital Assets (as defined in Section 3.b.ii.2), and as the same are approved by UDOT pursuant to Sections 2 and 3: \$19,181,329. UDOT will review and approve these costs. Prior to December 31, 2027, and every two years thereafter, this Agreement will be amended to

establish a new not-to-exceed amount based on the next biennial budget established in accordance with Sections 1.c.ii and 3.b."

3. AMENDING SECTION 3 "REQUESTING PROJECT REIMBURSEMENTS" TO MODIFY REIMBURSEMENT PROCEDURES.

Section 3.d.i of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

- "d. Reimbursement Procedures.
 - i. PIN Designation and Form of Invoice Submitted by UTA. UDOT will notify UTA on how to allocate any expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) associated with the Project to the appropriate PIN. UTA will submit with each invoice a cover sheet in the format similar to that specified in Exhibit C herein. Each invoice submitted by UTA will contain identifying information for the work performed (including the relevant PIN, project, and contract numbers) and a detailed description of the expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) submitted for reimbursement. Each invoice will also include supporting sheets and other information as requested by UDOT. Each invoice will include only actual and incurred expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Asset expenses) that conform to this Agreement, and an authorized UTA official will sign each invoice to confirm that this requirement has been met. UDOT reserves the right to allocate expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) associated with the Project to one or more PINs provided that the total expenses allocated across all PINs do not exceed the biennial not-to-exceed amount established in accordance with the Reimbursement Agreement, as amended."

4. AMENDING SECTION 5 "MISCELLANEOUS" TO ADD THE FOLLOWING PROVISIONS.

Section 5 of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

"5. MISCELLANEOUS

- a. Applicable Terms from Base Agreement. This Agreement is subject to the terms stated in the Base Agreement except where this Agreement expressly states that it modifies the Base Agreement. Applicable terms from the Base Agreement include, but are not limited to: Base Agreement Section 8 (Addressing Liability, Dispute Resolution, and Termination); and Base Agreement Section 10 (General Provisions).
- b. Other Project Agreements Apply. The Parties have signed or will sign a number of agreements to govern the Project. This Agreement only governs the matters expressly stated herein. This Agreement does not modify or amend the terms of any other Project

agreement (except to the extent expressly stated in this Agreement). All other Project agreements, which include the Base Agreement, remain fully in effect, and the Parties agree that all Project agreements shall be interpreted in a harmonious manner to act as a single agreement that governs the different aspects of the Project. Clauses in any agreement that is subject to the Base Agreement which state that the document constitutes the entire agreement of the Parties shall be construed to mean that all agreements subject to the Base Agreement together are the entire agreement of the Parties, as if they were written in one document.

- c. Additional Terms. The following miscellaneous terms shall apply to this Agreement:
 - i. Agreements Prevail over Plans. If a provision contained in the Base Agreement, this Agreement, or any other agreement subject to the Base Agreement is in direct conflict with a provision contained in any plan for the Project, the plan provision shall be subordinate to the conflicting provision in one of such agreements and the relevant agreement shall control.
 - ii. <u>Date of Plans</u>. Plans referenced in this Agreement, or any other Project agreement, shall mean the plan as amended from time to time. The version of a plan that applies to a Project action is the version of the plan that was in effect at the time of such action (except to the extent that the Parties agree otherwise in writing).
 - iii. <u>Survival</u>. The terms stated in this Agreement, or stated in any other Project agreement, which by their nature must be performed after UTA provides UDOT a signed Project Certificate of Acceptance for the Project, shall survive a termination of this Agreement or the other Project agreement.
 - iv. <u>Savings Clause</u>. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement shall not be construed against a drafter.
 - v. <u>Parties' Legal Fees</u>. UTA and UDOT will each pay for their own legal fees and expenses associated with any dispute regarding the Project or arising from any agreements associated with the Project, including this Agreement or any other Project agreement, if such legal fees and expenses are not compensable pursuant to Section 8 of the Base Agreement.
 - vi. <u>Amendments</u>: Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.
- d. Exhibits to this Agreement. The following exhibits are attached to and incorporated into this Agreement, and the Parties agree that they may be updated from time to time without amending this Agreement:

- i. <u>Exhibit A</u> Flow Down Provisions of the FTA Master Agreement (as updated from time to time);
- Ii. <u>Exhibit B</u> Form of Scope of Work; and
- lii. <u>Exhibit C</u> Form of Invoice Cover Sheet."
- 6. Except as expressly stated in this Amendment No. 1, the Reimbursement Agreement (which includes any previously executed amendments) is not modified and it shall remain in full force and effect.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed as of the Effective Date by its authorized representative.

UTAH TRANSIT AUTHORITY	UTAH DEPARTMENT OF TRANSPORTATION		
Jay Fox	Josh Van Jura		
Executive Director	Director of Transit and Trails		
Date:	Date:		
	Brian Allen		
Acting Chief Capital Services Officer	Transit Project Director		
Date:	Date:		
Approved as to Form:	Approved as to Form:		
Docusigned by: Mike BUL 70E33A415BA44F6			
Michael L. Bell 9/18/2025	Jodi Howick		
Assistant Attorney General (UTA)	Assistant Attorney General (UDOT)		

EXHIBITS

Pages to follow

Exhibit B
Format of Scope of Work

A. Task Name	B. Description of Services to be Provided	C. Cost (US\$)
Task 1 UTA General PM Oversight	Many departments at UTA support the project. The main UTA departments that support the project are: Capital Development – General design oversight, construction, project management coordination, environmental clearances and commitment tracking; Operations/Maintenance – operations support, current operations impact, planned operations of completed project, flagging services, field support, station maintenance oversight; Fleet Management – Vehicle procurement and vehicle maintenance support; Public Information – public information support; Property – ROW procurement support;	\$2,695,704
Task 2 UTA Flagging Support	UTA to provide flagging for work being performed on the UTA ROW during the Phase 1 parts of the contract. This includes survey investigation, geotechnical investigation, field design investigation, soil sampling, and other tasks that require access to the corridor.	\$709,746
Task 3 Program Management Consultant Services	UTA currently uses program management consultant services to support its program management activities. These services could include support in any areas described in the UTA General PM oversight Task.	\$6,193,433
Task 4 Preliminary Design/Enviro Consultant Services	Early project development expenses included preliminary design and environmental services.	\$2,654,950
Task 5 Vehicle Consultant Services	UTA uses consultant services to support it vehicle procurement and management tasks.	\$4,057,881
Task 6 UP PE Agreement Obligation	UTA holds a preliminary engineering contract with Union Pacific for their project support for agreements and	\$1,937,546

A. Task Name	B. Description of Services to be Provided	C. Cost (US\$)
	design approvals. These costs are passed through to UDOT.	
Task 7 Direct Expenses	Small direct costs may need reimbursement.	\$19,319
Contingency	10% contingency added to each projected month's expenses for unforeseen services.	\$912,750
Total Initial Budget Period		\$19,181,329

Exhibit C

Format of Cover Sheet for Invoice

Bill To	Invoice
[Insert address]	[Insert Invoice date, number, period billed, project name, PIN, and any other relevant details]
Attention: [Insert]	
[Insert any other details including remittance details]	

Summary of Billing by Task

A. Task	B. Authorized	C. Current	D. Previous	E. Total Billed	F. Contract	G. Percent
	Value	Invoice	Billed	to Date	Balance	Invoiced
[Tasks or sub	[Estimated cost	[Amount billed	[Sum of	[Amount billed	[Difference	[Total Billed to
tasks listed here	for each task or	for each task or	amounts billed	to date which is	between the	Date amount for
will match the	sub task as listed	sub task for the	for each task	the sum of	amount in	each task or sub
ones included in	in Column C of	current invoice	and sub task in	amount in	Column B and	task (amount in
the Scope of	the approved	period]	previous invoice	Column C and	the amount in	Column E)
Work (see	Scope of Work		periods	the amount in	Column E for	expressed as a
Column A. in	(See Column C.		excluding the	Column D for	each task and	percentage of the
Exhibit B	in Exhibit B		current invoice	each task or	sub task]	Authorized Value
hereof)]	hereof)]		period]	sub task]		for that task or
						sub task (amount
						in Column B)]

[Please include relevant supporting documentation following the summary sheet including without limitation itemized list of expenses with receipts, timesheets, and any other information requested by the Department.]

669 West 200 South Salt Lake City, UT 84101



Utah Transit Authority MEETING MEMO

Board of Trustees Date: 10/8/2025

TO: Board of Trustees

THROUGH: Jay Fox, Executive Director

FROM: Viola Miller, Chief Financial Officer **PRESENTER(S):** Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

Snow Removal Service

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion.

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$250,000 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:

Snow Removal Service

The Facilities Maintenance Department is looking to contract with one or more vendors to provide snow removal services for commuter rail park and ride facilities and adjacent sidewalks located from Ogden to Provo. The current contract has expired and a new contract is needed prior to inclement weather.

This procurement will be conducted as an IFB (Invitation for Bid), where contract award will be solely based on the lowest price. The successful contractor(s) must be capable of providing complete snow removal services for all properties within each designated geographical service area.

The contract term will be twenty-seven (27) months. This duration is set to align all UTA snow removal
contracts so that future contract expirations occur concurrently during non-winter months. (25-03992BM
PM- Johnny Johnson)

ATTACHMENTS:

N/A