Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 26, 2023 **9:00 AM** **FrontLines Headquarters**

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

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

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Chair Carlton Christensen
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of July 12, 2023 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director's Report	Jay Fox
	b. Discretionary Grants Report	Tracy Young Gregg Larsen
	c. Pension Committee Report	Jeff Acerson
7.	**Resolutions**	
	a. R2023-07-04 - Resolution Authorizing Execution of Addendum 7 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2023-2024 Frequent Transit Network Routes	Nichol Bourdeaux Russ Fox
	b. R2023-07-05 - Resolution Establishing the Parameters within which the Executive Director is Authorized to Declare a "Zero Fare Day" in Commemoration of the Grand Opening of the Ogden Express Bus Rapid Transit (OGX)	Kensey Kunkel

c.	R2023-07-06 - Resolution Authorizing (1) A Tender Offer for a Portion of the Authority's Outstanding Bonds and (II) the Issuance and Sale by the Authority of its Sales Tax Revenue Refunding Bonds in the Aggregate Principal Amount of Not to Exceed $270,000,000 Related to the Tender Offer; and related matters	Viola Miller Troy Bingham Brian Baker
d.	R2023-07-07 - Resolution Authorizing the Handling of Funds, and the Investment and Disbursement of Monies	Viola Miller Rob Lamph
e.	R2023-07-08 - Resolution Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases and Ratifying Certain 2022 Parts Inventory Purchases and Disbursements	Todd Mills

8. Contracts, Disbursements and Grants

a.	Contract: 2023-2024 On-board Survey (Resource Systems Group, Inc.)	Alex Beim Russ Fox James Wadley
b.	Contract: Utility Relocation for Mid-Valley Connector Bus Rapid Transit (CenturyLink)	Andrea Pullos
c.	Change Order: On-Call Systems Maintenance Contract Task Order #23-018 - S-Curve Negative Return Cable-to-Rail Connections (Rocky Mountain Systems Services)	Dean Hansen
d.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-088 - Bingham Rim Road Daybreak Grade Crossing (Stacy and Witbeck, Inc)	Jared Scarbrough Jacob Wouden
e.	Contract: Funding Agreement for the Historic Orchard Pathway Connection Project (Perry City)	Janelle Robertson
f.	Pre-Procurements - Light Rail Center Truck Axles and Frames	Todd Mills

9. Service and Fare Approvals

a.	Fare Agreement: Transportation Services Contract Amendment 2 (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)	Cherryl Beveridge Ryan Taylor

b.	Fare Agreement: Pass Purchase and Administration Agreement Modification No. 3 (Westminster University)	Kensey Kunkel
c.	Fare Agreement: Pass Purchase and Administration Agreement Modification No. 2 (Davis Technical College)	Kensey Kunkel
d.	Fare Agreement: Education Pass Agreement Modification No. 1 (Ensign College)	Kensey Kunkel Jay Haight
e.	Fare Agreement: Funding for Salt Lake School District Passes (Salt Lake City Corporation)	Kensey Kunkel
f.	Fare Agreement: Education Pass Agreement Modification No. 1 (Salt Lake School District and Salt Lake Education Foundation)	Kensey Kunkel
g.	Service Agreement: Complimentary Service for Brigham City Peach Days (Box Elder Chamber of Commerce)	Russ Fox

10. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, August 9th, 2023 at 9:00 a.m.

11. Closed Session — Chair Carlton Christensen

a. Strategy Session to Discuss Collective Bargaining

12. Open Session — Chair Carlton Christensen

13. Adjourn — Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
    - Use this link- https://rideuta.zoom.us/webinar/register/WN_9CBcUIhDRYixqBFYwEG6ug and follow the instructions to register for the meeting (you will need to provide your name and email address).
    - Sign on to the Zoom meeting through the URL provided after registering
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Zoom to indicate you would like to make a comment.

- Comments are limited to 3 minutes per commenter.

- Public Comment may also be given through alternate means. See instructions below.

  - Comment online at https://www.rideuta.com/Board-of-Trustees
  - Comment via email at boardoftrustees@rideuta.com
  - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - Comments submitted before 2:00 p.m. on Tuesday, July 25th will be distributed to board members prior to the meeting.

- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

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

TITLE:

Approval of July 12, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the July 12, 2023, Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday July 12, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/844769.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-07-12_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 12, 2023 **9:00 AM** **FrontLines Headquarters**

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

Also in attendance were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:02 a.m. and noted Trustee Jeff Acerson was excused. He announced this is an in-person, recorded meeting, with live viewing available online and live public comment available in-person and via Zoom.

My BeUTAHful Community Student Art Competition
Chair Christensen referred to the My BeUTAHful community student art competition and announced one winning piece of artwork will be showcased at each Board meeting. Today's piece is "The Future of Transportation" by Ben Landon, a 9th grade student.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

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

4. Public Comment

No in-person public comment was given.
Chair Christensen reported no written or online comments were received for the meeting.

5. Consent

a. Approval of June 28, 2023 Board Meeting Minutes

b. Approval of July 5, 2023 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

Mr. Fox reported the Red Line TRAX service has re-opened following several weeks of

construction. He commended all involved for their efforts to complete the project in a safe and timely manner.

b. Financial Report - May 2023

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, and David Hancock, Director Capital Development, to present the agency's Financial report for May 2023. Ms. Miller turned the time over to Mr. Armstrong to discuss the sales tax revenue deficit.

Mr. Armstrong referred to the 2023 Sales Tax YTD variance chart - budget versus actuals. April shows a negative return although YTD revenue remains above budget. He attributed the deficit to a slowdown on taxable revenue over the last several months but remains confident the numbers will even out for the remainder of the year, if not, adjustments can be made to the budget.

Questions on sales tax forecasts, propulsion, and CNG costs were posed by the board and answered by staff.

Ms. Miller continued the financial report which included passenger revenue, FTE statistics, and the overall expense report.

Discussion ensued. Questions on recruiting, administrative position vacancies, budget variance, and parts increases, were posed by the board and answered by staff.

Mr. Hancock was joined by Greg Andrews, UTA Senior Financial Analyst, to present the Capital Projects report. Mr. Hancock drew attention to several categories within capital projects that identified large variances on planned versus actual expenditure. He noted these are attributed to funding planned but not yet expended, late invoicing, accelerated project progress, and overspend in some areas. He then proceeded to review each project and associated variance.

Discussion ensued. Questions relating to delivery of new buses, lighting efficiencies, supply chain issues, Tech Link Corridor Study project, and FrontRunner Camera project, were posed by the board and answered by staff.

7. Resolutions

a. R2023-07-01 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects

Tracy Young, UTA Grants Director, was joined by Gregg Larson, UTA Manager of Grant Services, to request approval for a resolution authorizing execution by the Executive Director for various grant awards.

Ms. Young provided a summary of the 12 grants requiring approval which total $14.9 million. She mentioned these grants are included within the agency's budget.

A question regarding draw down or advancement of funds was posed by the board and answered by Ms. Young.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

b. R2023-07-02 - Resolution Adopting Free Fare on the Ogden Express Line (OGX) through August 2026

Kensey Kunkel, UTA Manager of Fare Strategy, presented a resolution to adopt Free Fare on the Ogden Express Line (OGX), to run from August 2023 - August 2026.

Ms. Kunkel announced the OGX service will open in August 2023 and $1.2 million has been received in grant funding to offset operating costs which will allow UTA to forego fare collection and offer this free fare service.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

c. R2023-07-03 - Resolution Approving Davis-Salt Lake City Community Connector Locally Preferred Alternative (LPA)

Patti Garver, UTA Manager - Environmental & Grant Services, presented a resolution to approve the Davis-Salt Lake City Community Connector Locally Preferred Alternative (LPA) .

Ms. Garver shared background information on the LPA, a 26-mile corridor bus rapid transit service between Farmington and Salt Lake City which will include 12 new stations, utilize 18 new battery electric busses, and draw an estimated 5,800 riders per day.

Ms. Garver outlined the project status and next steps including working with the various partnerships and local agencies and cities, drafting of a capital project plan, submittal of grant applications, and a Federal Transit Administration (FTA) funding opportunity. Ms. Garver also noted the recent approval and recommendation by the UTA Local Advisory Council.

Questions relating to ridership, discretionary funding, and service integration on current routes, were posed by the Board and answered by Ms. Garver.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that this

resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

8. Service and Fare Approvals

a. Fare Agreement: Education Pass Agreement (Salt Lake Community College)

Ms. Kunkel presented an Education Pass Agreement between Salt Lake Community College (SLCC) and UTA, to provide students, faculty, and staff, with premium transit passes. The current agreement expires July 31, 2023, and both parties wish to continue this partnership. The value of the proposed two year contract is $758,000. If approved, the agreement will run from August 1, 2023 - July 31, 2025.

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

b. Fare Agreement: Pass Purchase and Administration (Salt Lake City Corporation)

Ms. Kunkel presented a Pass Purchase Agreement between Salt Lake City Corporation (SLC Corp.), and UTA to provide SLC Corp. employees with a transit pass benefit. SLC Corp. receives a 5% discount on their monthly invoice from UTA calculated on the number of trips taken in the previous contract year. This discount is based on a tiered matrix through the ECO Trip Rewards Program.

The current contract expired on June 30, 2023, and both parties wish to continue this partnership. The value of the proposed contract is approx. $82,000 - $90,000 and if approved, the agreement will run from July 1, 2023 - June 30, 2024.

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

c. Complimentary Fare: Special Events Agreement (Craft Lake City)

Ms. Kunkel proposed UTA enter into a Special Event Agreement with Craft Lake City for their arts festival taking place August 11 - August 13, 2023, to provide ticket as fare to event attendees. The contract value is estimated at $5,500. In exchange for the forgone fare revenue, Craft Lake City will provide UTA with a marketing package valued at $15,000.

A discussion ensued concerning marketing packages offered to UTA by various organizations and how these can be reviewed and analyzed to track the actual value and benefit to UTA. Mr. Fox said he will discuss this with the communications team.

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

9. Discussion Items

a. Senate Bill 125 - ASPIRE Electric Vehicle Infrastructure Overview

Hal Johnson, UTA Acting Director - Innovative Mobility Solutions, was joined by Regan Zane, ASPIRE Center Director to present an overview of Senate Bill 125 and the ASPIRE Electric Vehicle Infrastructure program.

Mr. Zane provided background information on the bill, the ASPIRE program, and associated partnerships.

Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE), a National Science Foundation Engineering Research Center housed at Utah State University, received $2.1 million in ongoing funding through Senate Bill 125, Transportation Infrastructure Amendments.

ASPIRE conducts vital research to pave the way for real-world deployment of electrified transportation systems and partners with the University of Utah, Brigham Young University, and eight other universities across the world. Its research is supported by industry partners, and research grants from the Departments of Energy and Transportation

Details of the grid impact of electric buses, the many electrification projects at UTA, which span across buses, light rail, and facilities, in addition to grant applications and research studies, were shared by Mr. Johnson and Mr. Zane. It was noted, innovative charging solutions could bring down the cost of infrastructure, transportation, and utilities, through coordinated grid management systems and partnerships with public and private sector entities.

Mr. Johnson touched upon UTA's partnership and projects with Rocky Mountain Power who has a vested interest in vehicle electrification and grid management and the desire to provide high power public charging.

A short video clip from a news segment on Fox 13 News titled "all charged up", was shared.

Next steps were outlined and include the formation of a steering committee to include primary stakeholders such as UDOT, Rocky Mountain Power and others. An Advisory Board will also be created and an action plan to determine needs, a gap analysis, and setting priorities, will be completed by these groups.

Discussion ensued. Questions and comments relating to propulsion costs, utilization of energy savings within UTA's buildings, grid security and investment, and emphasizing the impact on air quality control, were posed by the board and answered by Mr. Johnson and Mr. Zane.

b. Education Pass Agreement with the Salt Lake School District, Salt Lake Education Foundation and Salt Lake City

Ms. Kunkel was joined by Julianne Sabula, Salt Lake City, and Dan Dugan, Salt Lake City

Council, to discuss the Education Pass Agreement with Salt Lake School District, Salt Lake City, and the Salt Lake Education Foundation. $379,000 of funding was provided by these entities in the 2022-23 school year, providing 24,000 students, faculty, and staff with unlimited transit passes.

Ms. Kunkel outlined the benefits of the free passes which has provided many mobility options including transit for students to attend school during inclement weather, after school activities, internships and jobs, and other opportunities. It has also resulted in less absenteeism. Ridership data comparing 2021 to 2022, indicates a 700% increase which can be largely attributed to the free pass program.

Ms. Kunkel announced the partners wish to expand the pass agreement in the 2023-24 school year and include an additional transit pass for one parent/guardian per household. The contract value will increase to $493,648 with the additional funding provided by Salt Lake City Council.

Ms. Sabula and Mr. Dugan expressed gratitude for the partnership which has made a tremendous impact in the lives of the students, teachers, and parents. The new pass agreement, which will include a parent/guardian pass, will provide the opportunity for more family trips and fill other transit needs for these families.

Questions regarding interest expressed by other school districts and the impact of the program in reducing the need for schools to provide bus transportation were posed by Chair Christensen and answered by Ms. Kunkel and Mr. Dugan.

Mr. Fox and the Board thanked Ms. Kunkel and the partners for their work and dedication in putting together the agreement and providing transit opportunities, increased mobility, and cost savings for teachers who utilize the passes.

10. Other Business

a. Next Meeting: Wednesday, July 26, 2023 at 9:00 a.m.

11. Closed Session

a. Strategy Session to Discuss Collective Bargaining

Chair Christensen announced there were no matters requiring a closed session. Item 11.a. was tabled and the meeting moved directly to adjournment.

12. Open Session

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 10:42 a.m.

Transcribed by Hayley Mitchell
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 and audio located at <https://www.utah.gov/pmn/sitemap/notice/844769.html> for entire content.

Meeting materials along with a time-stamped video recording may also be accessed at <https://rideuta.granicus.com/player/clip/242?view_id=1&redirect=true&h=60d1436d68042a8f464b800f606163f7>

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

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

TITLE:

Executive Director's Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Tracy Young, Grants Director
	Gregg Larsen, Manager of Grant Services

TITLE:

Discretionary Grants Report

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Since November 2022, 6 grants have been selected for award, 8 are awaiting selection

DISCUSSION:
Tracy Young, UTA Grants Director will give an update on grants selected for award and grant submittals awaiting selection since November 2022.

ALTERNATIVES:
NA

FISCAL IMPACT:
Local match for the awarded and requested grants will come from existing UTA capital project or operating budgets and project partner funds.

ATTACHMENTS:
NA

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

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

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
The Pension Committee met on July 6, 2023 . Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	Nichol Bourdeaux, Chief Planning & Engagement Officer Russell Fox, Planning Director

TITLE:

R2023-07-04 - Resolution Authorizing Execution of Addendum 7 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2023-2024 Frequent Transit Network Routes

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-07-04 authorizing execution of Addendum 7 to the Salt Lake Transit Master Plan Interlocal Agreement for the 2023-2024 Frequent Transit Network (FTN) Routes

BACKGROUND:
On March 6, 2019, Salt Lake City and UTA entered into an Interlocal Agreement to implement sponsored service for the Salt Lake City Transit Master plan. Several addenda (6 total) have been adopted which mobilize and specify the specific costs of service for each year. Addendum 7 provides the agreement between Salt Lake City and UTA for additional cost of service for FTN routes 1, 2, 9, 21 and paratransit service for August 2023 - July 2024. As of August 2019, additional service on Routes 1,2, 9, and 21 have been successfully in operation and resulted in significant ridership increase.

DISCUSSION:
The Board of Trustees is being asked to consider a resolution that authorizes the Executive Director to execute the following:

Addendum 7 - The proposed addendum cost of the sponsored service for FTN routes 1, 2, 9, 21 and paratransit service for August 2023 - July 2024 is $6,462,409 as identified in the Cost Calculator (Attachment

C4).

ALTERNATIVES:

If UTA chooses to not move forward with the agreement, UTA would then be required to give a 12-month notice to Salt Lake City informing them UTA will no longer be providing the service. In addition, at the foremost Change Day, the service for the 1, 2, 9, and 21 routes would be returned to UTA's baseline service based on the service guidelines.

FISCAL IMPACT:

If Addendum 7 is approved, UTA would receive 6,462,409 in additional revenue from Salt Lake City.

ATTACHMENTS:

Resolution R2023-07-04, including exhibit attachments:

Addendum Number 7 to the SLC and UTA Transit Master Plan ILA Agreement (2023-2024 FTN Routes)

DocuSign Envelope ID: 76E2F84F-E2C6-4ABF-86E1-C8E2CFDF828C

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF ADDENDUM 7 TO THE SALT LAKE CITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT FOR 2023-2024 FREQUENT TRANSIT NETWORK ROUTES

R2023-07-04 July 12, 2023

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

WHEREAS, Salt Lake City Corporation (the “City”) has adopted a Transit Master Plan (the “Plan”) that includes a series of transit improvements, including the expansion of the Authority’s current service level within the City, including higher frequencies and expanded service hours; and

WHEREAS, the Board of Trustees (“Board”) of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the City is willing to provide the Authority with the funding necessary to affect the execution of a portion of the transit improvements set forth in the Plan; and

WHEREAS, the Authority and the City previously negotiated and approved a Transit Master Plan Implementation Interlocal Cooperation Agreement (the “ILA”) and a related Addendum which set a framework pursuant to which the Authority and the City will plan, coordinate and fund the transit improvements called for under the Plan; and

WHEREAS, the Authority and the City have now negotiated an Addendum 7 which provides up to $6,462,409 in additional funding allowing for UTA to provide enhanced frequent transit network service, starting in August of 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Addendum 7 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit A.

2. That the Executive Director is authorized to execute Addendum 7 in substantially the same forms as those attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority’s management, staff, and counsel to prepare Addendum 7.

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4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 12th day of July 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Legal Counsel

DocuSign Envelope ID: 76E2F84F-E2C6-4ABF-86E1-C8E2CFDF828C

EXHIBIT A
(Addendum 7 of the Interlocal Cooperation Agreement)

DocuSign Envelope ID: 76E2F84F-E2C6-4ABF-86E1-C8E2CFDF828C

ADDENDUM NO. 7
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(2023-2024 FTN Routes)

This Addendum No. 7 ("Addendum") to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement ("ILA") is made this ___day of ____, 2023, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Salt Lake City Corporation, a Utah municipal corporation ("City"). UTA and City are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party," all as governed by the context in which such words are used.

RECITALS

A. On the 6th day of March, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes for 2023-24 ("**FTN Routes**") to be provided by UTA for a one-year period from the August 2023 change day until the next succeeding August change day.
2. The description of those 2023-24 FTN Routes is set forth in Attachment A.
3. The description of the 2023-24 Baseline Services is set forth in Attachment B.
4. The calculation of the Annual Service Mile Charge for the City-sponsored 2023-24 FTN Routes is set forth in Attachment C.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations, and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. Invoicing for implementation of the FTN Routes will be according to Section 7 of the ILA.

7. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

8. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

9. Any capitalized terms that are not specifically defined in this Addendum shall have the meanings set forth in the ILA.

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10. This Addendum will become effective upon Salt Lake City Council's adoption of a resolution authorizing the Mayor or her designee to enter into this Addendum; and appropriation of funding to meet the City's financial obligations under this Addendum (the "Effective Date").

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IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the Effective Date.

[Signature pages to Addendum No. 7 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By_____
Russell Fox
Director of Planning

By_____
Nichol Bourdeaux
Chief Planning and Engagement Officer

By_____
Jay Fox
Executive Director

Approved as to Form

Michael Bell Jul 5, 2023
_____
Michael Bell
UTA Legal Counsel

DocuSign Envelope ID: 76E2F84F-E2C6-4ABF-86E1-C8E2CFDF828C

[Signature pages to Addendum No. 7 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By_____
Its_____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

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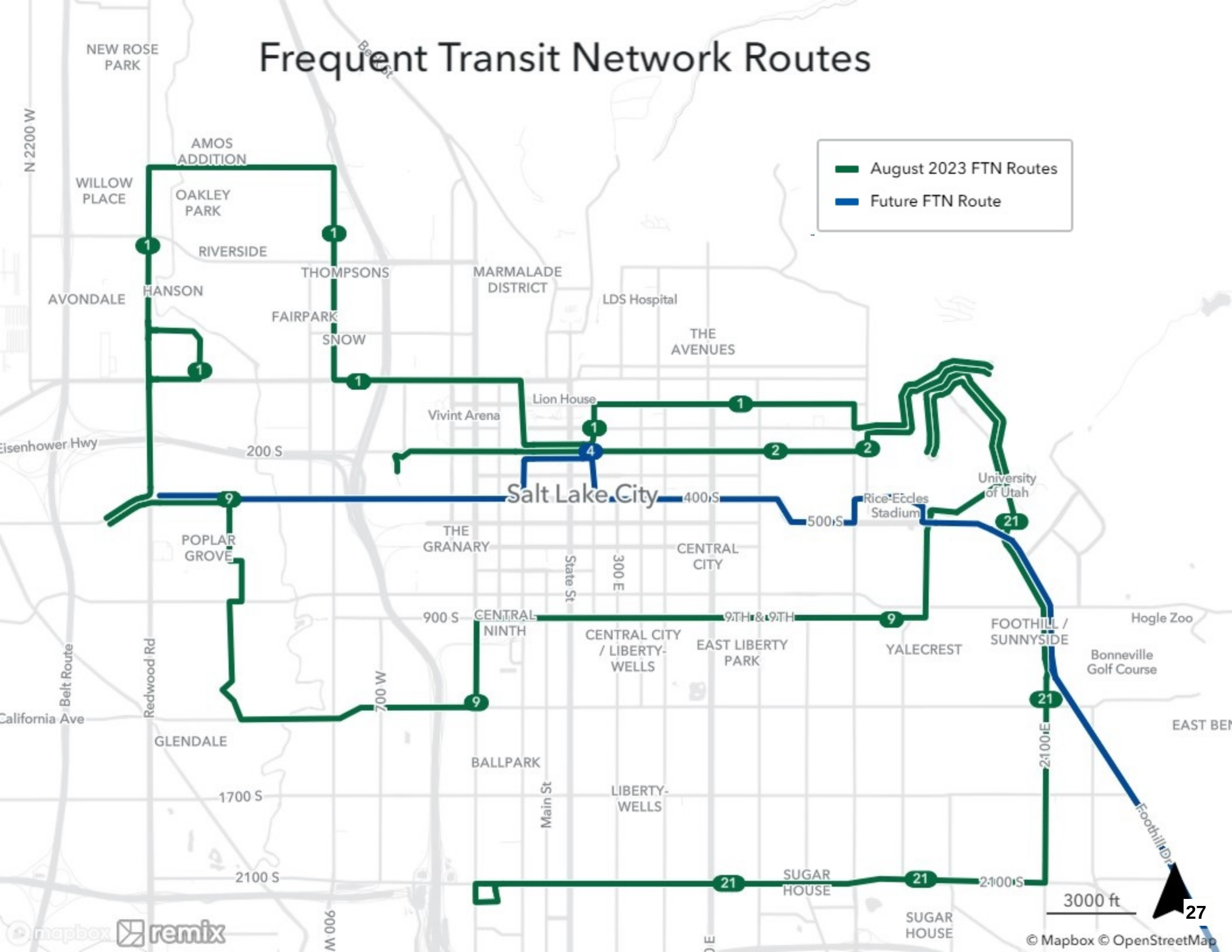
ATTACHMENT A
Description of the 2023-24 FTN Routes
For This Addendum No. 7

Frequent Transit Network Routes



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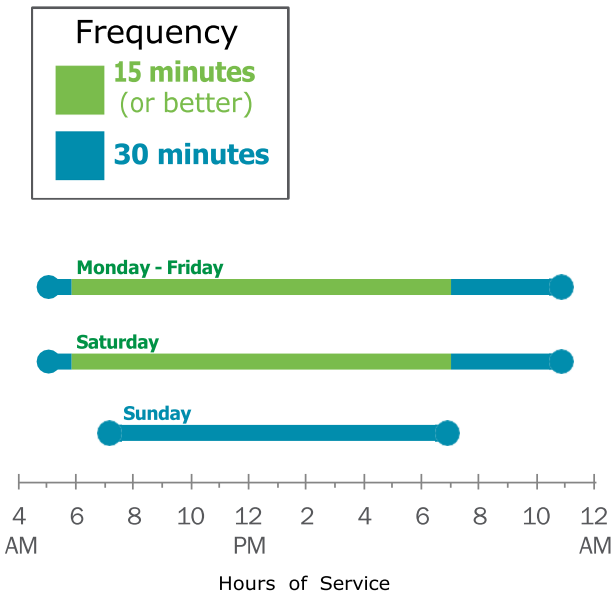
SALT LAKE CITY'S

Frequent Transit Network

The Transit Master Plan provides a vision for an expanded Frequent Transit Network (FTN); it is a long-term, 20-year vision that identifies the corridors where high-frequency service should be provided in Salt Lake City. Building off the existing grid network, the FTN is a set of designated transit corridors that offers frequent and reliable service connecting major destinations and neighborhood centers seven days a week throughout the day and evening. The lines on the FTN map (following page) do not represent individual routes, but are corridors where frequent service would be provided by a combination of bus or rail technologies. Defining an FTN vision allows Salt Lake City to work closely with Utah Transit Authority (UTA) to set priorities for service provision now and in the future.

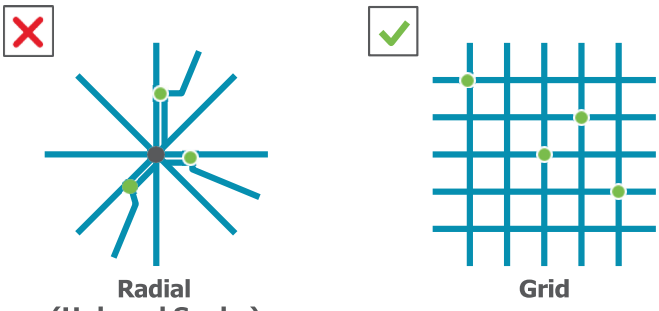
FTN Frequency and Span



Why a Grid Network?

Salt Lake City's existing, centralized hub model is effective for regional connections but is inefficient for some local trips. Currently, many of UTA's routes terminate at Central Station, which provides good connectivity to commuter rail service, but creates challenges for people who need to travel to other destinations throughout the city, necessitating multiple transfers and/or indirect trips. The FTN builds on Salt Lake City's strong street network grid.

Radial vs. Grid Network



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ATTACHMENT B
2023-24 Baseline Services
For This Addendum No. 7

DocuSign Envelope ID: 76E2F84F-E2C6-4ABF-86E1-C8E2CFDF828C

Addendum 7: 2023 Baseline Service

Please refer to the UTA 2023-2027 Service Plan adopted on 3/8/2023 for UTA's baseline service.
www.rideuta.com/serviceplan

Summary:

- The Five-Year Service Plan includes FTN level service on Route 2 on weekdays as part of UTA's baseline service level.
- UTA made improvements to the span of service on Routes 2, 9, and 21 in August 2020, which are now included in the baseline at no additional cost to SLC.
- Please visit this link to access route performance data on UTA's Open Data Portal.

Annual Miles	August 2023 Total Miles	2023-2027 5YSP Baseline Miles	2023 Sponsored Miles
2	210,218	173,704	36,514
9	472,926	120,704	352,222
21	359,494	278,290	81,204
1	509,068	364,877	144,191
Total	**1,551,706**	**937,575**	**614,131**

Annual Hours	August 2023 Total Hours	2023-2027 5YSP Baseline Hours	2023 Sponsored Hours
2	25,954.00	18,000.00	7,954.00
9	49,840.00	38,008.00	11,832.00
21	39,402.00	28,719.00	10,683.00
1	51,820.00	39,922.00	11,898.00
Total	**167,016.00**	**124,649.00**	**42,367.00**

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ATTACHMENT C
Funding for 2023-24 Transit Service
For This Addendum No. 7

https://www.rideuta.com/
669 W 200 S
Salt Lake City, Ut 84101-1014

Utah Transit Authority
2021 Annual Agency Profile

Mr. Jay Fox
(801) 262-5626

General Information

Urbanized Area Statistics - 2010 Census

Salt Lake City-West Valley City, UT
278 **Square Miles**
1,021,243 **Population**
42 **Pop. Rank out of 498 UZAs**

Other UZAs Served

77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Area Statistics

607 **Square Miles**
2,218,482 **Population**

Service Consumption

176,646,337 **Annual Passenger Miles (PMT)**
23,972,294 **Annual Unlinked Trips (UPT)**
79,916 **Average Weekday Unlinked Trips**
48,974 **Average Saturday Unlinked Trips**
20,114 **Average Sunday Unlinked Trips**

Service Supplied

35,887,437 **Annual Vehicle Revenue Miles (VRM)**
2,093,072 **Annual Vehicle Revenue Hours (VRH)**
1,016 **Vehicles Operated in Maximum Service (VOMS)**
1,489 **Vehicles Available for Maximum Service (VAMS)**

Database Information

NTDID: 80001
Reporter Type: Full Reporter
Asset Type: Tier I (Rail)
Sponsor NTDID:

Assets

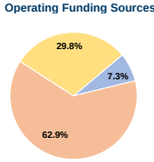
Revenue Vehicles	1,474
Service Vehicles	697
Facilities	243
Track Miles	233.47
Lane Miles	2.10

Financial Information

Sources of Operating Funds Expended

Fares and Directly Generated	$31,481,194	7.3%
Local Funds	$271,845,111	62.9%
State Funds	$0	0.0%
Federal Assistance	$128,667,384	29.8%
Total Operating Funds Expended	**$431,993,689**	100.0%

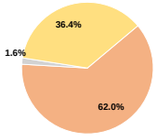
Operating Funding Sources



Sources of Capital Funds Expended

Fares and Directly Generated	$0	0.0%
Local Funds	$86,240,372	62.0%
State Funds	$2,163,700	1.6%
Federal Assistance	$50,612,935	36.4%
Total Capital Funds Expended	**$139,017,007**	100.0%

Capital Funding Sources



Summary of Operating Expenses (OE)

Labor	$221,636,320	65.4%
Materials and Supplies	$70,209,719	20.7%
Purchased Transportation	$8,276,910	2.4%
Other Operating Expenses	$38,710,543	11.4%
Total Operating Expenses	**$338,833,492**	100.0%
Reconciling OE Cash Expenditures	$93,160,197	
Purchased Transportation (Reported Separately)	$0	

Performance Measure Targets - 2022

Performance Measure - Asset Type - Target % not in State of Good Repair
Equipment - Automobiles - 97%
Equipment - Steel Wheel Vehicles - 0%
Equipment - Trucks and other Rubber Tire Vehicles - 30%
Facility - Administrative / Maintenance Facilities - 0%
Facility - Passenger / Parking Facilities - 2%
Infrastructure - CR - Commuter Rail - 2%
Infrastructure - LR - Light Rail - 4%
Rolling Stock - AB - Articulated Bus - 0%
Rolling Stock - BR - Over-the-road Bus - 32%
Rolling Stock - BU - Bus - 13%
Rolling Stock - CU - Cutaway - 0%
Rolling Stock - LR - Light Rail Vehicle - 0%
Rolling Stock - MV - Minivan - 12%
Rolling Stock - RL - Commuter Rail Locomotive - 0%
Rolling Stock - RP - Commuter Rail Passenger Coach - 40%
Rolling Stock - VN - Van - 12%

Modal Characteristics

Modal Overview

Mode	Vehicles Operated in Maximum Service: Directly Operated	Vehicles Operated in Maximum Service: Purchased Transportation	Uses of Capital Funds: Revenue Vehicles	Uses of Capital Funds: Systems and Guideways	Uses of Capital Funds: Facilities and Stations	Uses of Capital Funds: Other	Uses of Capital Funds: Total
Commuter Bus	58	-	$0	$0	$0	$0	$0
Commuter Rail	45	-	$765,359	$28,280,366	$2,382,206	$15,952	$31,443,883
Demand Response	52 [1]	63 [1]	$3,457,282	$225,954	$0	$50,323	$3,733,559
Light Rail	81	-	$64,681	$10,314,536	$8,734,156	$73,868	$19,187,241
Bus	338 [1]	7 [1]	$16,937,093	$33,843,027	$33,726,647	$144,137	$84,650,904
Vanpool	372	-	$1,420	$0	$0	$0	$1,420
Total	**946**	**70**	**$21,225,835**	**$72,663,883**	**$44,843,009**	**$284,280**	**$139,017,007**

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years[a]
Commuter Bus	$11,003,612	$404,405	$0	6,440,472	429,250	1,122,108	48,693	0.0	99	58	70.7%	11.9
Commuter Rail	$49,428,282	$2,856,640	$31,443,883	54,462,098	2,062,334	4,569,404	148,822	174.5	69	45	53.3%	20.0
Demand Response	$21,654,858 [1]	$300,445 [1]	$3,733,559	2,826,979	301,505	2,385,476	155,276	0.0	183	115 [1]	59.1%	3.9
Light Rail	$79,924,889	$8,195,680	$19,187,241	37,900,613	8,403,862	6,334,698	363,153	93.9	114	81	40.7%	14.4
Bus	$159,195,697 [1]	$11,365,557 [1]	$84,650,904	49,612,663	12,187,622	15,842,587	1,250,452	9.4	498	345 [1]	44.4%	8.2
Vanpool	$17,626,154	$2,835,064	$1,420	25,403,512	587,721	5,633,164	126,676	0.0	526	372	41.4%	5.9
Total	**$338,833,492**	**$25,957,791**	**$139,017,007**	**176,646,337**	**23,972,294**	**35,887,437**	**2,093,072**	**277.8**	**1,489**	**1,016**	**31.8%**	

Performance Measures

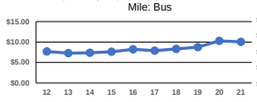
Service Efficiency

Mode	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour
Commuter Bus	$9.81	$225.98
Commuter Rail	$10.82	$332.13
Demand Response	$9.08	$139.46
Light Rail	$12.62	$220.09
Bus	$10.05	$127.31
Vanpool	$3.13	$139.14
Total	**$9.44**	**$161.88**

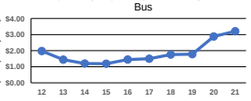
Service Effectiveness

Mode	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	$1.71	$25.63	0.4	8.8
Commuter Rail	$0.91	$23.97	0.5	13.9
Demand Response	$7.66	$71.82	0.1	1.9
Light Rail	$2.11	$9.51	1.3	23.1
Bus	$3.21	$13.06	0.8	9.7
Vanpool	$0.69	$29.99	0.1	4.6
Total	**$1.92**	**$14.13**	**0.7**	**11.5**

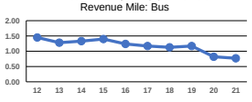
Operating Expense per Vehicle Revenue Mile: Bus



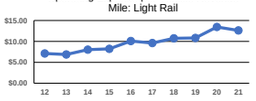
Operating Expense per Passenger Mile: Bus



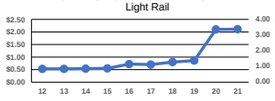
Unlinked Passenger Trip per Vehicle Revenue Mile: Bus



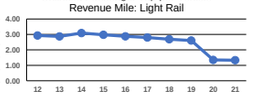
Operating Expense per Vehicle Revenue Mile: Light Rail



Operating Expense per Passenger Mile: Light Rail



Unlinked Passenger Trip per Vehicle Revenue Mile: Light Rail



Notes:
[a]Demand Response - Taxi (DR/TX) and non-dedicated fleets do not report fleet age data.
[1]Includes data for a contract with another reporter.
*This agency has a purchased transportation relationship in which they buy service from UTAH VALLEY PARATRANSIT (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
*This agency has a purchased transportation relationship in which they buy service from TOOELE COUNTY AGING & ADULT SERVICES (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
*This agency has a purchased transportation relationship in which they buy service from MV PUBLIC TRANSPORTATION (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
*This agency has a purchased transportation relationship in which they buy service from VIA (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
*This agency has a purchased transportation relationship in which they buy service from TOOELE COUNTY AGING & ADULT SERVICES (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode MB/PT.
*This agency has a purchased transportation relationship in which they buy service from MV PUBLIC TRANSPORTATION (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode MB/PT.

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Utah Transit Authority
2021 NTD Operating Cost per Mile by Mode

Sources:
2021 Federal Transit Administration's National Transit Database (NTD), *Agency Profile,* https://www.transit.dot.gov/ntd/transit-agency-profiles
2022 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents

2021 COST PER MILE

	2021 NTD Operating Expenses by Mode	Less Fuel Costs (Diesel, CNG and Gasoline)	Depreciation	Total Costs	Annual Vehicle Revenue Miles	Cost Per Vehicle Revenue Mile Without Fuel excluding Vehicle Depreciation
Bus Service	$ 159,195,697	$ (9,202,639)	$ 18,986,203	$ 168,979,261	15,842,587	$ 9.47
Commuter Bus	$ 11,003,612	$ (631,442)		$ 10,372,170	660,672	$ 15.70
Commuter Rail	$ 49,428,282	$ (5,570,478)	$ 52,901,347	$ 96,759,151	4,039,581	$ 10.86
Light Rail	$ 79,924,889		$ 52,901,347	$ 132,826,236	6,114,108	$ 13.07
Paratransit Service	$ 21,654,858	$ (585,952)	$ 4,644,905	$ 25,713,811	1,709,396	$ 12.33
Other Service	$ 17,677,100	$ (913,424)	$ 4,615,086	$ 21,378,762	5,705,170	$ 2.94
NTD Totals	$ 338,884,438	$ (16,903,935)	$ 134,048,887	$ 456,029,390	34,071,514	$ 9.45

Fuel Costs	$ 16,903,935
NTD Plus Fuel	$ 472,933,325
CAFR expenses	$ 472,933,325
Difference	$ -

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Addendum 7: Paratransit Costs
2023-2024 Sponsored Service: 200 South, 900 South, 2100 South, 1000 N

48,693	Commuter Bus Vehicle Revenue Hours (2021 NTD)
363,153	Light Rail Vehicle Revenue Hours (2021 NTD)
1,250,452	Bus Vehicle Revenue Hours (2021 NTD)
1,662,298	**Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT**
155,276	Total Demand Response Vehicle Revenue Hours (2021 NTD)
9%	<- plug into cost calculator, cell B16
	Demand Response Percentage of Total Vehicle Revenue Hours for Bus, Commuter Bus, and Light Rail

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Addendum 7

2023-2024 Sponsored Service: 1000 N, 200 South, 900 South, and 2100 South

VARIABLE VALUES

$ 9.47	Most recent NTD Cost per Revenue Mile, Bus Service (1)
2.2%	Annual escalator rate (2)
2	Number of Years since NTD report
20%	Administrative Discount off the 35% built into NTD (3)
614,132	Sponsored Revenue Miles: 1000 N, 200 S weekends, 900 S, and 2100 S
9%	Sponsored Paratransit Service rate (4)
$ 3.90	Fuel Cost per Gallon (Service Year Budgeted Cost)
4.8	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)
$ 493,061	2019 Annual Sponsored Vehicle Lease Costs
10	Sponsored Vehicles
$ 175,381	2022 Annual Sponsored Vehicle Lease Costs
4	Sponsored Vehicles

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.

(3) UTA will discount the administrative charges in proportion to the scale of the service increase in revenue miles.

(4) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

SPONSORED SERVICE COST

$	9.47	Most recent NTD Cost Per Mile - Bus Service
$	9.89	NDT rate Adjusted to Service Year Costs
$	7.91	Discounted NTD Adjusted to Service Year Costs
	614,132	Sponsored Revenue Miles
$	**4,857,784.12**	**Total Mileage Cost, Without Fuel, Annual**
$	**437,200.57**	**Add Paratransit Service**
$	**5,294,984.69**	**Total Annual Operating Costs without fuel**
$	3.90	Fuel Cost per Gallon
	4.80	Bus Miles per Gallon
	614,132	Sponsored Revenue Miles
$	**498,982.25**	**Total Fuel Cost**
$	49,306.14	Per Vehicle Principal + Interest Rate
	10	Vehicles needed for sponsored service
$	**493,061.40**	**Total Annual Vehicle Cost for Sponsored Service**
$	43,845.25	Per Vehicle Principal + Interest Rate
	4	Vehicles needed for sponsored service
$	**175,381.00**	**Total Annual Vehicle Cost for Sponsored Service**
$	**668,442.40**	
$	**6,462,409.34**	**TOTAL**

Signature: Michael Bell
Michael Bell (Jul 5, 2023 13:23 MDT)

Email: mbell@rideuta.com

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Vi Miller, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Fare Strategy

TITLE:

R2023-07-05 - Resolution Establishing the Parameters within which the Executive Director is Authorized to Declare a "Zero Fare Day" in Commemoration of the Grand Opening of the Ogden Express Bus Rapid Transit (OGX)

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2023-07-05 establishing parameters within which the Executive Director is authorized to declare a "Zero Fare Day" in commemoration of the Grand Opening of the Ogden Express Bus Rapid Transit (OGX).

BACKGROUND:
The Ogden Express Bus Rapid Transit (OGX) is slated to begin service on August 20, 2023. This new service will connect customers from the Ogden FrontRunner Station to Weber State University and McKay Dee Hospital. Utah Transit Authority (UTA) will host a Grand Opening celebration that will take place at various OGX stations, and the community is encouraged to travel to Ogden to ride the new service. In that spirit and to participate in air quality improvement, staff recommend offering system-wide zero fare on August 26, 2023 for the OGX Grand Opening celebration.

UTA provides our partners with various opportunities to subsidize rider fares including the Free Fare for Clean Air program. This program is part of an effort to improve air quality along the Wasatch Front by encouraging more people to consider using transit as an alternative to driving.

The Authority will obtain community support to offset fare revenues for this proposed Zero Fare Day. This includes financial contributions, media support, and requests to UTA contract partners to continue providing their current level of subsidy for this single day.

DISCUSSION:
Total passenger revenue for August 26, 2023 is estimated to be about $28,500. This amount is comprised of revenue from Fareboxes, Ticket Vending Machines, FAREPAY, and Mobile Tickets.

Resolution R2023-07-05 will authorize the Executive Director to declare a system-wide zero fare day on August 26, 2023, provided that reasonable efforts to recoup as much lost revenue as possible is exerted.

ALTERNATIVES:
Do not approve the resolution for a zero fare day and require the public to pay UTA fare using alternative methods.

FISCAL IMPACT:
The loss of $28,500 of fare revenue is anticipated to be offset by sponsorship from community partners.

ATTACHMENTS:
Resolution R2023-07-05

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ESTABLISHING PARAMETERS WITHIN WHICH THE EXECUTIVE DIRECTOR IS AUTHORIZED TO DECLARE A "ZERO FARE DAY" IN COMMEMORATION OF THE GRAND OPENING OF THE OGDEN EXPRESS BUS RAPID TRANSIT (OGX)

R2023-07-05 July 26, 2023

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

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix the fares charged to riders of the Authority's transit services; and

WHEREAS, the Act also requires the Board to review and approve all contracts pertaining to reduced fares; and

WHEREAS, on December 21, 2022, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Policy empowers the Board of the Authority to set base fares and approve discounts to fare, complimentary service or sponsored fare for transit services; and

WHEREAS, the Grand Opening of the Ogden Express Bus Rapid Transit (OGX) is scheduled to occur on or about August 26, 2023; and

WHEREAS, the Board of the Authority desires to celebrate this Grand Opening and participate in air quality improvement by establishing a "zero fare day" on the day of the Grand Opening during which the community can ride any transit service on the Authority's system without fare; and

WHEREAS, the Board of the Authority desires to delegate to the Executive Director authority to declare "Zero Fare Day" on the day of the OGX Grand Opening provided partners commit to subsidize the loss of fare revenue for the day.

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

1. That provided the Executive Director exerts all reasonable efforts to recoup as much lost revenue as possible, the Executive Director is empowered to declare a "Zero Fare Day" on the day of the Grand Opening of the Ogden Express Bus Rapid Transit (OGX) which is slated to occur on or about August 26, 2023.

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2. That this delegation of authority is contingent on the Executive Director being able to secure underwriting from community partners that substantially recovers the lost fare revenue for the day.

3. That, in accordance with the Act, the Executive Director and staff of the Authority will bring any fare agreement to sponsor the zero fare day to the Board for approval at a later meeting.

4. That the Board ratifies the actions previously taken by the Executive Director, staff, and counsel to give effect to this Resolution.

5. That the corporate seal be attached hereto.

Approved and adopted this 28th day of June 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B0...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, CFO
PRESENTER(S):	Viola Miller, CFO Troy Bingham, Comptroller Brian Baker, Zion Public Finance

TITLE:

R2023-07-06 - Resolution Authorizing (1) A Tender Offer for a Portion of the Authority's Outstanding Bonds and (II) the Issuance and Sale by the Authority of its Sales Tax Revenue Refunding Bonds in the Aggregate Principal Amount of Not to Exceed $270,000,000 Related to the Tender Offer; and related matters

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
The Board of Trustees approve resolution R2023-07-06 authorizing a tender offer for a portion of the Authority's outstanding Federally Taxable Sales Tax Revenue Refunding Bonds from the 2019B, 2020B and 2016 series.

BACKGROUND:
A bond tender is an offer by UTA to purchase bonds from investors that are currently not callable and are currently worth less than other higher interest rate investments. Tendered bonds from the 2019B, 2020B and 2016 series would be purchased with the proceeds of a 2023 tax-exempt bond issue. In a bond tender, UTA would invite existing bondholders to "tender" their bonds at specified prices determined by UTA, its Municipal Advisor, and its Dealer-Manager.

State statutes governing UTA's bond refunding require several steps. The initial discussions for this bond refunding started with the Board of Trustees and Local Advisory Council. The proposal was reviewed by the Trustees at their May 10th meeting, and the Local Advisory Council was consulted at their May 31st meeting with no additional advice received. UTA's proposal was presented at the June 26th State Finance Review Commission meeting. The Commission approved the proposed UTA bond tendering, so UTA's Board of Trustees may now act on a resolution to set terms of the potential tendering and authorize financial agents to

carry out the process.

DISCUSSION:
UTA's Municipal Advisor from Zion Public Finance will present the latest forecast for the tendering with the possible net present value savings and speculated interest rates in the market at the time of a new tax-exempt bond issue.

If approved by the Board, staff will work with Zions Public Finance (the municipal advisor), Gilmore Bell (bond counsel), and UTA's underwriters to solicit current bond holders with the following parameters:

- Net Savings % need to exceed 5%
- Net Present Value Savings should exceed $6M*
- Tendering offers should only be to 2015A and 2016 tax exempt, and 2020, 2019B and 2020B taxable bondholders maturing debt prior to December 15, 2042
- Refunding bonds should not exceed the original tendered bond
- Time to perform the tendering should be a year

*The resolution provides an exception to the net present value savings parameter that authorizes a reduction up to 25% in the required net present value savings if at least two Board Officers were in agreement on the savings amount.

ALTERNATIVES:
Additional parameters could be set at this time.

FISCAL IMPACT:
Estimated savings to UTA of $6,000,000 or greater at this time.

ATTACHMENTS:
Resolution

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY (THE "AUTHORITY") AUTHORIZING (I) A TENDER OFFER FOR A PORTION OF THE AUTHORITY'S OUTSTANDING BONDS AND (II) THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS SALES TAX REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $270,000,000 RELATED TO THE TENDER OFFER; AND RELATED MATTERS

R2023-07-06 July 26, 2023

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

WHEREAS, pursuant to the provisions of the Public Transit District Act (Utah Code § 17B-2a-801, et seq., the Local Government Bonding Act, Utah Code § 11-14-101, et seq. and the Utah Refunding Bond Act, Utah Code § 11-27-1, et seq. (collectively, the "Act"), the Board has authority to issue bonds of the Authority to refinance any improvements, facilities or property which the Authority is authorized to acquire for use in the Authority's public transit system (the "System") located within the boundaries of its transit district (the "District"); and

WHEREAS, the Board has previously issued various series of its sales tax revenue bonds that remain outstanding (collectively, the "Outstanding Bonds"), for the purpose of financing and refinancing improvements and additions to the System; and

WHEREAS, the Board desires to call for optional tender subject to a one-year limit from the date of adoption of this Resolution (the "Optional Tender Offer") any of the Authority's Sales Tax Revenue Refunding Bonds, Series 2015A, Subordinated Sales Tax Revenue Refunding Bonds, Series 2015A, Subordinated Sales Tax Revenue Refunding Bonds, Series 2016, Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020, Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B or Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B maturing on or prior to December 15, 2042 (the "Tender Bonds") as determined by the Designated Officers (defined below) in order to provide net savings to the Authority (1) of at least 5.0% and (2) in excess of $6,000,000, related to the Optional Tender Offer (the "Required Net Savings"), subject to the exception listed in the following paragraph; and

WHEREAS, provided that at least two of the Designated Officers are in agreement, the Optional Tender Offer may proceed with up to a 25% reduction in the amount of Required Net Savings; and

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WHEREAS, pursuant to the provisions of the Act, the Board desires to issue bonds to (i) provide funds to accomplish the Optional Tender Offer, (ii) fund a debt service reserve fund, if required, and (iii) pay issuance expenses related thereto; and

WHEREAS, in order to accomplish the foregoing, the Authority desires to issue its sales tax revenue refunding bonds in one or more series, from time to time, in an aggregate principal amount of not to exceed $270,000,000 (collectively, the "Series 2023 Bonds"), pursuant to (i) the Act, either (ii) the Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (the "Senior General Indenture") and a Senior Supplemental Indenture of Trust (the "Senior Supplemental Indenture" and collectively with the Senior General Indenture, the "Senior Indenture") and/or (iii) the Subordinate General Indenture of Trust, dated as of July 1, 2006, as heretofore amended and supplemented (the "Subordinate General Indenture") and a Subordinate Supplemental Indenture of Trust (the "Subordinate Supplemental Indenture" and collectively with the Subordinate General Indenture, the "Subordinate Indenture"); and

WHEREAS, in accordance with Utah Code § 17B-2a-808.1(5), prior to the issuance of the Series 2023 Bonds, the Board has consulted with and received approval from the State Finance Review Commission (the "SFRC") for the issuance of the Series 2023 Bonds; and

WHEREAS, there has been presented to the Board at this meeting a form of (i) a Preliminary Official Statement relating to the Series 2023 Bonds (the "Preliminary Official Statement"), (ii) a Senior Supplemental Indenture and Subordinate Supplemental Indenture (collectively, the "Supplemental Indentures"), (iii) a Bond Purchase Agreement, in the case where the Series 2023 Bonds are sold at a negotiated sale or private placement (the "Bond Purchase Agreement"), (iv) a Certificate of Award (the "Certificate of Award") and (v) an Escrow Deposit Agreement (the "Escrow Agreement"); and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Preliminary Official Statement and any other documents deemed necessary in marketing the Series 2023 Bonds; and

WHEREAS, in order to allow the Authority, with the advice of its financial advisor, Zions Public Finance, Inc. (the "Financial Advisor"), flexibility in setting the pricing date or dates of the Series 2023 Bonds to achieve favorable long-term interest rates, the Board desires to grant to any two of (i) the Treasurer of the Authority, (ii) the Executive Director of the Authority, (iii) the Chair of the Board (or in the absence of Chair of the Board, the Acting Chair of the Board as designated by the Chair) or (iv) the Comptroller of the Authority (collectively, the "Designated Officers") the authority (without adoption of any additional resolution) to: (a) effect the Optional Tender Offer and confirm the acceptance and terms of the same; (b) conduct a competitive, negotiated or private placement sale for the Series 2023

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Bonds pursuant to the terms an official notice of bond sale or the Bond Purchase Agreement, as applicable, and, select the purchasers or underwriters of the Series 2023 Bonds; (c) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2023 Bonds shall be sold; and (d) execute a (i) Certificate of Award confirming the sale of the Series 2023 Bonds to the winning bidder pursuant to an official notice of bond sale or (ii) the Bond Purchase Agreement, as applicable; and

WHEREAS, the Board desires to publish a Notice of Bonds to be Issued (the "Notice"), as provided for in the Act, on the Authority's official website, on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended and in a public location that is reasonably likely to be seen by residents within the geographical bounds of the Authority.

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Utah Transit Authority, as follows:

Section 1. Terms defined in the foregoing recitals shall have the same meaning when used in the body of this Resolution.

Section 2. The Board is hereby authorized to effect the Optional Tender Offer subject to a one year limit from the date of adoption of this Resolution, provided the Tender Offer produces the Required Net Savings described above.

Section 3. The Designated Officers are authorized to make any alterations, changes or additions to the Tender Offer or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this resolution or any resolution adopted by the Board related to the Optional Tender Offer or the provisions of the laws of the State of Utah or the United States or to the agreement with the lessor.

Section 4. Any of the Designated Officers are hereby authorized and directed to execute and deliver for and on behalf of the Board and the Authority any or all additional certificates, documents and other papers (including escrow and investment agreements and any documents related to the Optional Tender Offer) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 5. The Designated Officers are hereby authorized to take all action necessary or reasonably required by the Tender Offer to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with this Resolution.

Section 6. In order to provide funds for the Optional Tender Offer, to fund a debt service reserve, if needed and pay costs of issuance, the Board hereby

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finds and determines that it is in the best interests of the Authority and residents within the Authority, for the Authority to issue not more than $270,000,000 aggregate principal amount of the Series 2023 Bonds, in one or more series, from time to time and as senior bonds, to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not to exceed the maturity of the Tender Bonds, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, all as shall be approved by the Designated Officers and within the Parameters set forth herein.

Section 7. In accordance with Utah Code § 17B-2a-808.1(5), prior to the issuance of the Series 2023 Bonds, the Board has consulted with and received approval from the SFRC for the issuance of the Series 2023 Bonds. Also, in accordance with Utah Code § 17B-2a-808.1(2)(c), prior to the issuance of the Series 2023 Bonds, the Board has consulted with the Local Advisory Council, which consultation occurred on May 31, 2023.

Section 8. Upon approval by the SFRC, the Designated Officers are hereby authorized to specify and agree as to the method of sale (among competitive sale, negotiated sale or private placement), the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2023 Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The selection of the purchasers or underwriters and the determination of the final terms and redemption provisions for the Series 2023 Bonds by the Designated Officers shall be evidenced by the execution of a (a) Certificate of Award in substantially the form attached hereto as Exhibit C, in the case where the Series 2023 Bonds are sold at a competitive sale, or (b) the Bond Purchase Agreement, if the Series 2023 Bonds are sold at a negotiated sale or private placement in the form attached hereto as Exhibit E. The form of the Certificate of Award and of the Bond Purchase Agreement are hereby authorized, approved and confirmed.

The Supplemental Indentures, in substantially the forms presented to this meeting and attached hereto as Exhibit B, and the Escrow Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit D, are hereby authorized, approved, and confirmed. The Chair of the Board (the "Chair") or the Executive Director (the "Executive Director") and the Treasurer (the "Treasurer") are hereby authorized to execute and deliver the Supplemental Indentures and the Escrow Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Authority, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 14 hereof. The approval of such final documents shall be conclusively established by the execution of the Supplemental Indentures and the Escrow Agreement by the Chair or Executive Director and the Treasurer. In the event that the foregoing officers determine that all or any portion of the Series 2023 Bonds should be privately placed, the Bond Purchase Agreement and Supplemental Indentures may be

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modified to conform to the agreement with such purchasers, including agreement to pay broakage fees, default rates, taxable rates and other similar provisions customary in such placements, provided that such obligations are limited to the sources provided under the Senior Indenture and Subordinate Indenture (together, the "Indentures").

Section 9. The Board hereby approves and authorizes the utilization of the Preliminary Official Statement in the form attached hereto as Exhibit F in the marketing of the Series 2023 Bonds and hereby approves the Official Statement (the "Official Statement") in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the Series 2023 Bonds. The Board or the Designated Officers may elect to privately place the Series 2023 Bonds with or without the use of an Official Statement.

Section 10. The form, terms, and provisions of the Series 2023 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indentures. The Chair of the Board (the "Chair") or the Executive Director (the "Executive Director") and the Treasurer (the "Treasurer") are hereby authorized and directed to execute and seal the Series 2023 Bonds and to deliver said Series 2023 Bonds to the respective bond trustee (the "Trustee") for authentication. The signatures of the Chair or Executive Director and the Treasurer may be by facsimile or manual execution.

Section 11. The Designated Officers and other appropriate officials of the Authority are hereby authorized and directed to execute and deliver to the Trustee the written order of the Authority for authentication and delivery of the Series 2023 Bonds in accordance with the provisions of the Indentures.

Section 12. Upon their issuance, the Series 2023 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2023 Bonds and the Indentures. No provision of this Resolution, the Indentures, the Series 2023 Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Authority or its taxing powers.

Section 13. The Designated Officers and other appropriate officials of the Authority, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

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Section 14. After any of the Series 2023 Bonds are delivered by the Trustee to the purchaser or underwriter, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2023 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indentures.

Section 15. The Designated Officers and other appropriate officials of the Authority are authorized to make any alterations, changes or additions to the Indentures, the Bond Purchase Agreement, the Certificate of Award, the Series 2023 Bonds, the Preliminary Official Statement, the Official Statement, the Escrow Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board related to the Optional Tender Offer, the agreement with the purchaser or underwriter of the Series 2023 Bonds, or the provisions of the laws of the State of Utah or the United States or to permit the private placement or public sale of the Series 2023 Bonds, to conform such documents to the terms established for the Series 2023 Bonds and to update such documents with current information and practices.

Section 16. In accordance with the provisions of the Act, the Secretary of the Board shall cause the following "Notice of Bonds to be Issued" to be posted as a Class A notice under Section 63G-30-102 (i) on the Authority's official website, (ii) posted on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) posted in a public location that is reasonably likely to be seen by residents within the geographical bounds of the Authority, and shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the principal office of the Authority in Salt Lake City, Utah, for public examination during the regular business hours of the Authority until at least thirty (30) days from and after the last date of publication thereof.

The "Notice of Bonds to be Issued" shall be in substantially the following form:

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NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on July 26, 2023, the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority") adopted a resolution (the "Resolution") expressing its intent to issue its sales tax revenue refunding bonds (to be issued from time to time, in one or more series and with such additional or other series designations and titles as may be determined by the Authority, the "Bonds").

PURPOSE FOR ISSUING BONDS

The Authority intends to issue the Bonds for the purpose of (i) providing funds for the Authority to accomplish an optional tender offer relating to certain outstanding bonds of the Authority (the "Tender Bonds") and providing net savings to the Authority, (ii) funding a debt service reserve fund, if needed, and (iii) paying costs of issuing the Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Bonds in the aggregate principal amount of not to exceed Two Hundred Seventy Million Dollars ($270,000,000) to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not to exceed the maturity of the Tender Bonds, and to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof.

The Bonds are to be issued and sold pursuant to the Resolution, either the Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (previously executed by the Authority) and a Senior Supplemental Indenture of Trust relating to the Bonds (collectively, the "Senior Indenture") and/or the Subordinate General Indenture of Trust, dated as of July 1, 2006, as heretofore amended and supplemented (previously executed by the Authority) and a Subordinate Supplemental Indenture of Trust relating to the Bonds (collectively, the "Subordinate Indenture" and together with the Senior Indenture, the "Indentures").

SALES TAXES AND REVENUES TO BE PLEDGED

As provided in the Indentures, the Bonds will be limited obligations of the Authority payable from the sales taxes and revenues collected for the Authority's public transit system.

Copies of the Resolution and forms of the Indentures are on file in the principal office of the Authority at 669 West 200 South in Salt Lake City, Utah, where they may be examined during regular business hours of the Authority for a period of at least thirty (30) days from and after the date of publication of this notice.

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NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indentures (but only as the same relate to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this July 26, 2023.

UTAH TRANSIT AUTHORITY

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Section 17. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 18. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 19. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this July 26, 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

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EXHIBIT B-1

FORM OF SUPPLEMENTAL INDENTURES (SENIOR)

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(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2023

between

UTAH TRANSIT AUTHORITY,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and supplementing the

Amended and Restated General Indenture of Trust
Dated as of September 1, 2002

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Table of Contents

Page

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture 3
Section 1.2 Definitions....3

ARTICLE II ISSUANCE OF THE SERIES 2023 BONDS

Section 2.1 Principal Amount, Designation and Series 6
Section 2.2 Date, Maturities and Interest....6
Section 2.3 Execution of Bonds....7
Section 2.4 Delivery of Bonds 7
Section 2.5 Designation of Registrar 7
Section 2.6 Designation of Paying Agent....7
Section 2.7 Limited Obligation....7
Section 2.8 Redemption....7
Section 2.9 Book-Entry System; Limited Obligation of Issuer; Representation Letter .8
Section 2.10 Perfection of Security Interest. 10

ARTICLE III APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2023 Bonds....12
Section 3.2 No Series 2023 Debt Service Reserve Requirement....12
Section 3.3 Creation and Operation of Cost of Issuance Account....12
Section 3.4 Series 2023 Bonds as Additional Bonds....12

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE

ARTICLE V MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2023 Bonds 15
Section 5.2 Covenant Regarding Issuance of Additional Subordinate Bonds....15
Section 5.3 Severability 15
Section 5.4 Illegal, etc. Provisions Disregarded 15
Section 5.5 Applicable Law....15
Section 5.6 Headings for Convenience Only....15
Section 5.7 Counterparts....15
Section 5.8 Notice to Bond Insurer....15

EXHIBIT A FORM OF SERIES 2023 BOND A-1
EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST B-1
EXHIBIT C LETTER OF REPRESENTATIONS....C-1

DocuSign Envelope ID: 7A06A4F0-A13A-4987-85EE-99DAB9AC3B6E

SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST

THIS SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2023, by and between the UTAH TRANSIT AUTHORITY, a public transit district duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into an Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS in order to (i) refund certain outstanding bonds of the Issuer and (ii) finance the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023, in the aggregate Principal amount of $_____ (the "Series 2023 Bonds"); and

WHEREAS, the Series 2023 Bonds will be issued on a parity with the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds heretofore issued pursuant to the General Indenture, and will be authorized, issued and secured under the General Indenture, as supplemented by this Sixteenth Supplemental Indenture (the "Sixteenth Supplemental Indenture," and collectively with the General Indenture, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Sixteenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2023 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Sixteenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2023 Bonds, the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the Principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Security Instrument Issuers and Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Security Instruments by Security Instrument Issuers and of the Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of

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the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Sixteenth Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, all right, title and interest of the Issuer in and to (i) the Pledged Revenues, (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except as provided in Sections 5.4 and 5.7 of the General Indenture), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds, Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations;

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

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ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Sixteenth Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2023 Bonds pursuant to Section 2.9 hereof.

"Cost of Issuance Account" means the account created by Section 3.3 hereof.

"Costs of Issuance" means the items of expense payable or reimbursable directly or indirectly by the Issuer and other costs incurred by the Issuer, all related to the authorization, sale and issuance of the Series 2023 Bonds, which costs and items of expense shall include, but not be limited to, printing costs, costs of developing, reproducing and storing and safekeeping documents and other information, processing materials related to the Series 2023 Bonds, filing and recording fees, travel expenses incurred by the Issuer in relation to the issuance of the Series 2023 Bonds, initial fees and charges of the Trustee, initial premiums with respect to insurance to be paid by the Issuer, legal fees and charges, professional consultants' fees, accountants' fees, costs of bond ratings, Reserve Instrument Costs, Security Instrument Costs, and fees and charges for execution, transportation and safekeeping of the Series 2023 Bonds.

"Dated Date" with respect to the Series 2023 Bonds means their date of delivery.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133.

"Escrow Agreement" means the Escrow Deposit Agreement dated as of _____ 1, 2023 between the Issuer and the Escrow Agent providing payment of interest on, and the principal and redemption price of, (among others) the Refunded Bonds through the redemption date thereof.

"Escrow Fund" means the Escrow Fund established in the Escrow Agreement.

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"Sixteenth Supplemental Indenture" means this Sixteenth Supplemental Indenture of Trust.

"Interest Payment Date" means with respect to the Series 2023 Bonds, each June 15 and December 15, commencing _____.

"Participants" means those broker-dealers, bank and other financial institutions for which DTC from time to time holds Bonds as securities depository.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Refunded Bonds" means the Issuer's Series ____ Bonds maturing on and after _____.

"Register" means the record of ownership of the Series 2023 Bonds maintained by the Registrar.

"Regular Record Date" means the Sixteenth day (whether or not a business day) next preceding such Interest Payment Date.

"Representation Letter" means the representation letter from the Issuer to DTC attached hereto as Exhibit C.

"Series 2005A Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2005A issued pursuant to the General Indenture.

"Series 2006C Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2006C issued pursuant to the General Indenture.

"Series 2008A Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2008A issued pursuant to the General Indenture.

"Series 2009B Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2009B (Federally Taxable—Issuer Subsidy—Build America Bonds) issued pursuant to the General Indenture.

"Series 2015A Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2015A issued pursuant to the General Indenture.

"Series 2018 Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2018 issued pursuant to the General Indenture.

"Series 2019 Bonds" means, collectively, the Issuer's (i) Sales Tax Revenue Bonds, Series 2019A and (ii) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B, issued pursuant to the General Indenture.

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"Series 2020 Bonds" means, collectively, the Issuer's (i) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020 and (ii) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B, issued pursuant to the General Indenture.

"Series 2023 Bonds" means the Issuer's Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023 herein authorized.

"Subordinate Bonds" means bonds issued pursuant to the Subordinate Indenture.

"Subordinate Indenture" means that certain Subordinate Indenture of Trust, dated as of July 1, 2006, providing for the issuance of Subordinate Bonds.

"Underwriter" means Wells Fargo Bank, National Association.

The terms "hereby," "hereof," "herein" and "hereunder" and any similar terms used in this Sixteenth Supplemental Indenture, refer to this Sixteenth Supplemental Indenture.

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ARTICLE II

ISSUANCE OF THE SERIES 2023 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2023 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incurred in connection with the issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2023 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023."

Section 2.2 Date, Maturities and Interest Rates.

(a) The Series 2023 Bonds shall be dated as of their Dated Date, and shall mature on the dates and in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2023 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (December 15)	Principal Amount	Interest Rate

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(b) Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Chair of the Issuer is hereby authorized to execute by facsimile or manual signature the Series 2023 Bonds and the Treasurer of the Issuer to countersign by facsimile or manual signature the Series 2023 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2023 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2023 Bonds.

Section 2.4 Delivery of Bonds. The Series 2023 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon receiving full payment therefor.

Section 2.5 Designation of Registrar. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Registrar for the Series 2023 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

Section 2.6 Designation of Paying Agent. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Paying Agent for the Series 2023 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

Section 2.7 Limited Obligation. The Series 2023 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Pledged Revenues (except to the extent paid out of moneys attributable to the Series 2023 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.8 Redemption.

(a) *Optional Redemption*. The Series 2023 Bonds maturing on _____ are subject to redemption prior to their maturity, in whole or in part, at the option of the Issuer, on _____, or on any date thereafter at a redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) *Make-Whole Redemption*. Prior to _____, the Series 2023 Bonds (other than the Series 2023 Bonds maturing on _____) are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price (defined below). The Series 2023 Bonds maturing on _____ are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price. The Make-Whole Redemption Price is the greater of (i) 100% of the principal amount of the Series 2023 Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled

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payments of principal and interest on the Series 2023 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2023 Bonds are to be redeemed, discounted to the date on which the Series 2023 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the "Treasury Rate" (defined below) plus 15 basis points, plus, in each case, accrued and unpaid interest on the Series 2023 Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the Treasury Rate is, with respect to any redemption date for a particular Series 2023 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market date) most nearly equal to the period from the redemption date to the maturity date of the Series 2023 Bonds to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The Make-Whole Redemption Price shall be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the Issuer at the Issuer's expense to calculate such Make-Whole Redemption Price. The Trustee and the Issuer may conclusively rely on such determination of the Make-Whole Redemption Price by such independent accounting firm, investment banking firm or municipal advisor.

Section 2.9 Book-Entry System; Limited Obligation of Issuer; Representation Letter.

(a) The Series 2023 Bonds shall be initially issued in the form of a single certificated fully registered bond for each maturity of Series 2023 Bonds. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. Except as provided in Subsection (d) of this Section 2.9, all of the outstanding Series 2023 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Series 2023 Bonds registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Series 2023 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC,

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Cede or any Participant with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2023 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner of such Series 2023 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2023 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided in Section 2.8 of the General Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2023 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to record dates, the word "Cede" in this Sixteenth Supplemental Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to the Registrar and the Paying Agent, if other than the Trustee.

(c) The Representation Letter in substantially the form attached hereto as Exhibit C has previously been authorized and executed on behalf of the Issuer. The Issuer's execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.9(a) hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Series 2023 Bonds other than the Bondholders, as shown on the registration books kept by the Registrar. The Paying Agent and Registrar, respectively, hereby agree to take all action necessary for all representations of the Issuer in the Representation Letter and DTC's operational arrangements with respect to the Paying Agent and Registrar, respectively, to at all times be complied with.

(d) In the event that (i) the Issuer determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representation Letter and DTC's operational arrangements, (ii) DTC determines to discontinue providing its service as securities depository with

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respect to the Series 2023 Bonds at any time as provided in the Representation Letter and DTC's operational arrangements, or (iii) the Issuer determines that continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Series 2023 Bonds or of the Issuer, the Issuer may thereupon terminate the services of DTC with respect to the Series 2023 Bonds. The Issuer shall terminate the services of DTC with respect to the Series 2023 Bonds upon receipt by the Issuer of written notice from DTC to the effect that DTC has received notice from Participants having interests, as shown on the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate Principal amount of the then Outstanding Series 2023 Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2023 Bonds; or (ii) a continuation of the requirement that all Outstanding Series 2023 Bonds be registered in the registration books kept by the Registrar in the name of Cede is not in the best interests of the beneficial owners of the Series 2023 Bonds. In any such event terminating the services of DTC, the Issuer shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Series 2023 Bond certificates and the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. At that time, the Issuer may determine that the Series 2023 Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Series 2023 Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the General Indenture.

(e) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2023 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2023 Bond and all notices with respect to such Series 2023 Bond shall be made and given, respectively, in the manner provided in the Representation Letter and DTC's operational arrangements.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2023 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties

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having claims of any kind in tort, contract, or otherwise hereafter imposed on the Pledged Revenues.

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ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2023 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2023 Bonds ($_____) (representing the original principal amount of the Series 2023 Bonds, less an Underwriter's discount of $_____) and the Trustee shall deposit such proceeds as follows:

(a) Into the Escrow Fund, the amount of $_____, together with $_____ transferred from the debt service fund for the Refunded Bonds, for a total of $_____; and

(b) The remaining amount of $_____ into the Cost of Issuance Account to be held by the Trustee under this Sixteenth Supplemental Indenture.

Section 3.2 No Debt Service Reserve Requirement for Series 2023 Bonds. There will be no Debt Service Reserve Requirement for the Series 2023 Bonds.

Section 3.3 Creation and Operation of Cost of Issuance Account. A Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay Costs of Issuance incurred in connection with the issuance of the Series 2023 Bonds. The Trustee shall issue its checks or make wire transfers for each disbursement from the Cost of Issuance Account (except for any fees payable to the Trustee, which may be withdrawn directly by it) upon being furnished with a Cost of Issuance Disbursement Request of the Issuer, a form of which is attached hereto as Exhibit B. Any excess remaining upon payment of all Costs of Issuance, or in any case 90 days after the date of delivery, shall be transferred by the Trustee to the Bond Fund, whereupon the Cost of Issuance Account shall be closed.

Section 3.4 Series 2023 Bonds as Additional Bonds. The Series 2023 Bonds are issued on a parity with the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds and Series 2020 Bonds under the Indenture as Additional Bonds. The Issuer hereby certifies that the requirements set forth in Section 2.15 of the General Indenture and Section 2.15 of the Subordinate Indenture have been and will be complied with in connection with the issuance of the Series 2023 Bonds, as follows:

(a) The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 200% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds that will be Outstanding, including the Series 2023 Bonds, upon the issuance of the Series 2023 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset

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provision prior to the final maturity of the Series 2023 Bonds were included in such calculation.

(b) The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 120% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds that will be Outstanding, including the Series 2023 Bonds and the Subordinate Bonds, upon the issuance of the Series 2023 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset provision prior to the final maturity of the Series 2023 Bonds were included in such calculation.

As provided in the definition of Balloon Bonds, for purposes of the calculation of Debt Service, the Series 2023 Bonds shall not be treated as Balloon Bonds and actual Debt Service shall be used in such calculation.

(c) No Repayment Obligations are now due and owing under the Indenture and no repayment obligations are now due and owing under the Subordinate Indenture.

(d) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account in the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture to be accumulated therein. Furthermore, all payments required by the Subordinate Indenture to be made into the bond fund therein have been made in full, and there is on deposit in each account in the debt service reserve fund therein the full amount required by the Subordinate Indenture to be accumulated therein.

(e) The proceeds of the Series 2023 Bonds, less costs of issuance and funding of any reserves, will be used in connection with the refunding of the Refunded Bonds.

(f) No Event of Default is existing under the Indenture or the Subordinate Indenture.

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ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Sixteenth Supplemental Indenture, and except as provided herein, the General Indenture (as heretofore supplemented and amended) is in all respects ratified and confirmed, and the General Indenture, and this Sixteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Sixteenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

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ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2023 Bonds. The sale of the Series 2023 Bonds to the Underwriter is hereby ratified, confirmed and approved.

Section 5.2 Covenant Regarding Issuance of Additional Subordinate Bonds. The Issuer hereby covenants and agrees that so long as the Series 2023 Bonds are Outstanding, the Issuer will not issue subordinate bonds under the Issuer's Subordinate General Indenture of Trust dated as of July 1, 2006, as heretofore supplemented and amended (the "Subordinate Indenture") unless the Adjusted Sales and Use Taxes (as defined in the Subordinate Indenture) are at least 150% of the maximum Aggregate Debt Service (as defined in the Subordinate Indenture) for the applicable Bond Fund Year on all Subordinate Bonds and Senior Bonds (as such terms are defined in the Subordinate Indenture) to be Outstanding upon the issuance of such subordinate bonds.

Section 5.3 Severability. If any provision of this Sixteenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Sixteenth Supplemental Indenture contained, shall not affect the remaining portions of this Sixteenth Supplemental Indenture, or any part thereof.

Section 5.4 Illegal, etc. Provisions Disregarded. In case any provision in this Sixteenth Supplemental Indenture shall for any reason be held invalid, illegal or unenforceable in any respect, this Sixteenth Supplemental Indenture shall be construed as if such provision had never been contained herein.

Section 5.5 Applicable Law. This Sixteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 5.6 Headings for Convenience Only. The descriptive headings in this Sixteenth Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 5.7 Counterparts. This Sixteenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

Section 5.8 Notice to Bond Insurer. A copy of this Sixteenth Supplemental Indenture has been provided to Assured Guaranty Municipal Corp. ("AGM"), as a

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Security Instrument Issuer under the Indenture and AGM will be provided with a copy of the transcript for the Series 2023 Bonds.

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IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Sixteenth Supplemental Indenture of Trust to be executed as of the date first above written.

UTAH TRANSIT AUTHORITY

(SEAL)

By:_____
Chair

COUNTERSIGN:

_____
Treasurer

APPROVED AS TO FORM:

By:_____
UTA Legal Counsel

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, AS
TRUSTEE

By:_____

Title:_____

ATTEST:

_____

Title:_____

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EXHIBIT A

FORM OF SERIES 2023 BOND

Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
UTAH TRANSIT AUTHORITY
FEDERALLY TAXABLE SALES TAX REVENUE REFUNDING BOND
SERIES 2023

Number R - ___ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%	December 15, ____	_____, 2023	917567 ___

Registered Owner: CEDE & CO.

Principal Amount: _____ AND NO/100 DOLLARS***

Utah Transit Authority ("Issuer"), a public transit district and body corporate duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above (except as provided herein with respect to redemption prior to maturity) with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 15 and December 15 of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah, 84133 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the

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Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds in the aggregate original principal amount of $_____ (the "Series 2023 Bonds"), of like tenor and effect, except as to date of maturity, interest rate, and principal payable at maturity numbered R-1 and upwards, issued by the Issuer pursuant to that Amended and Restated General Indenture of Trust dated as of September 1, 2002, as heretofore amended and supplemented, and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023 (collectively the "Indenture") approved by resolutions adopted on _____ and _____ for the purpose of (i) refunding a portion of the Issuer's outstanding sales tax revenue bonds and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Utah Transit Authority Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Pledged Revenues, all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2023 Bonds are special limited obligations of the Issuer, payable from and secured solely by the Pledged Revenues and certain moneys held by the Trustee under the Indenture and shall not constitute a general obligation indebtedness or pledge of the full faith and credit of the Issuer or of the State of Utah or any agency, instrumentality or political subdivision thereof. The issuance of the Series 2023 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or the State of Utah or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor. The Issuer covenants and agrees that, subject to such special limited obligation, it will make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

Under the Indenture, the Issuer has previously issued its Sales Tax Revenue Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), its Sales Tax Revenue Refunding Bonds, Series 2006C (the "Series 2006C Bonds"), its Sales Tax Revenue Bonds, Series 2008A (the "Series 2008A Bonds"), its Sales Tax Revenue Bonds, Series 2009B (Federally Taxable—Issuer Subsidy—Build America Bonds) (the "Series 2009B Bonds"), its Sales Tax Revenue Refunding Bonds, Series 2015A (the "Series 2015A Bonds"), its Sales Tax Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), its Sales Tax Revenue Bonds, Series 2019A (the "Series 2019A Bonds"), its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B (the "Series 2019B Bonds"), its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds") and its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"). As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2023 Bonds, the Series 2005A Bonds, the 2006C Bonds, the Series 2008A Bonds, the 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019A Bonds, the Series 2019B Bonds, the Series 2020 Bonds and the Series 2020B Bonds from time to time in one or more series, in various principal amounts, may mature at different

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times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited. In addition, the Issuer may issue bonds, notes or other obligations secured by a subordinated lien on the Pledged Revenues.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2023 Bonds, the terms upon which the Series 2023 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2023 Bonds and on all Series 2023 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2023 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2023 Bonds shall be in default, interest on the Series 2023 Bonds issued in exchange for Series 2023 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2023 Bonds surrendered.

The Series 2023 Bonds are subject to redemption at the times, at the prices and with notice all as provided in the Indenture.

The Series 2023 Bonds are issued as fully registered Series 2023 Bonds in denominations of $5,000 and integral multiples thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Series 2023 Bonds may be exchanged for a like aggregate principal amount of registered Series 2023 Bonds of other authorized denominations of the same series, interest rate and the same maturity.

This Series 2023 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, interest rate and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the

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purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Pledged Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Pledged Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond or subordinate to the lien of the Indenture.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Treasurer under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Chair

COUNTERSIGN:

(facsimile or manual signature)
Treasurer

APPROVED AS TO FORM:

By: (facsimile or manual signature)
UTA Legal Counsel

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023 of the Utah Transit Authority.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

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(ASSIGNMENT)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.3 of the Sixteenth Supplemental Indenture of Trust dated as of _____ 1, 2023 between the Utah Transit Authority and Zions Bancorporation, National Association, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
UTAH TRANSIT AUTHORITY

COSTS OF ISSUANCE

Payee	Purpose	Amount

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EXHIBIT C

LETTER OF REPRESENTATIONS

[See Transcript Document No. ___]

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EXHIBIT B-2

FORM OF SUPPLEMENTAL INDENTURES (SUBORDINATE)

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(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST

Dated as of _____ 1, 2023

between

UTAH TRANSIT AUTHORITY,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and supplementing the

Subordinate General Indenture of Trust
Dated as of July 1, 2006

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Table of Contents

Page

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture 3
Section 1.2 Definitions....3

ARTICLE II ISSUANCE OF THE SERIES 2023 BONDS

Section 2.1 Principal Amount, Designation and Series 6
Section 2.2 Date, Maturities and Interest Rates of Series 2023 Bonds....6
Section 2.3 Execution of Bonds....6
Section 2.4 Delivery of Bonds 7
Section 2.5 Designation of Registrar 7
Section 2.6 Designation of Paying Agent....7
Section 2.7 Limited Obligation....7
Section 2.8 Redemption....7
Section 2.9 Book-Entry System; Limited Obligation of Issuer; Representation Letter .9
Section 2.10 Perfection of Security Interest. 11

ARTICLE III APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2023 Bonds....12
Section 3.2 No Debt Service Reserve Requirement for Series 2023 Bonds....12
Section 3.3 Creation and Operation of Cost of Issuance Account....12
Section 3.4 Transfers from Revenue Fund 12
Section 3.5 Series 2023 Bonds as Additional Bonds....13

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE

ARTICLE V MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2023 Bonds 15
Section 5.2 Covenant Regarding Issuance of Additional Bonds 15
Section 5.3 Severability 15
Section 5.4 Illegal, etc. Provisions Disregarded 15
Section 5.5 Applicable Law....15
Section 5.6 Headings for Convenience Only....15
Section 5.7 Counterparts....15
Section 5.8 Notice to Bond Insurer....15

EXHIBIT A - (FORM OF SERIES 2023 BOND).... A-1
EXHIBIT B - COST OF ISSUANCE DISBURSEMENT REQUEST B-1
EXHIBIT C - LETTER OF REPRESENTATIONS C-1

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SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST

THIS SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST, dated as of _____ 1, 2023, by and between the UTAH TRANSIT AUTHORITY (the "Issuer"), a public transit district duly organized and existing under the Constitution and laws of the State of Utah and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a Subordinate General Indenture of Trust, dated as of July 1, 2006 as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS, pursuant to the General Indenture, the Issuer has previously issued (among others) its Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series _____ (the "Series _____ Bonds"); and

WHEREAS, the Issuer is authorized to issue bonds, notes and other obligations pursuant to the provisions of the General Indenture in order to refund any outstanding borrowing of the Issuer and to finance additional improvements to the Issuer's transit system (the "System"); and

WHEREAS in order to (i) refund that portion of the Series _____ Bonds maturing on _____ (the "Refunded Bonds") and (ii) pay the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2023 (the "Series 2023 Bonds"), in the aggregate original Principal amount of $_____; and

WHEREAS, the Series 2023 Bonds will be issued on a parity with the Issuer's Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds, heretofore issued pursuant to the General Indenture and will be authorized, issued and secured under the General Indenture, as supplemented by this Sixteenth Supplemental Subordinate Indenture of Trust (the "Sixteenth Supplemental Indenture," and collectively with the General Indenture, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Sixteenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2023 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Sixteenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST WITNESSETH, that to secure the Series 2023 Bonds, Series

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2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the Principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Security Instrument Issuers and Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Security Instruments by Security Instrument Issuers and of the Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Sixteenth Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, all right, title and interest of the Issuer in and to (i) the Pledged Revenues (as defined in the General Indenture) subordinate only to the lien created by the Senior Indenture (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except as provided in Sections 5.4 and 5.7 of the General Indenture), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds, Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

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ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Sixteenth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2023 Bonds pursuant to Section 2.9 hereof.

"Cost of Issuance Account" means the account created by Section 3.3 hereof.

"Costs of Issuance" means the items of expense payable or reimbursable directly or indirectly by the Issuer and other costs incurred by the Issuer, all related to the authorization, sale and issuance of the Series 2023 Bonds, which costs and items of expense shall include, but not be limited to, printing costs, costs of developing, reproducing and storing and safekeeping documents and other information, processing materials related to the Series 2023 Bonds, filing and recording fees, travel expenses incurred by the Issuer in relation to the issuance of the Series 2023 Bonds, initial fees and charges of the Trustee, initial premiums with respect to insurance to be paid by the Issuer, legal fees and charges, professional consultants' fees, accountants' fees, costs of bond ratings, Reserve Instrument Costs, Security Instrument Costs, and fees and charges for execution, transportation and safekeeping of the Series 2023 Bonds.

"Dated Date" with respect to the Series 2023 Bonds means their date of delivery.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133.

"Escrow Agreement" means the Escrow Deposit Agreement dated as of _____ 1, 2023 between the Issuer and the Escrow Agent providing payment of interest on, and the principal and redemption price of, (among others) the Refunded Bonds through the redemption date thereof.

"Escrow Fund" means the Escrow Fund established in the Escrow Agreement.

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"Sixteenth Supplemental Indenture" means this Sixteenth Supplemental Indenture of Trust.

"Interest Payment Date" means, with respect to the Series 2023 Bonds, each June 15 and December 15, commencing _____.

"Participants" means those broker-dealers, bank and other financial institutions for which DTC from time to time holds Bonds as securities depository.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Refunded Bonds" means the Issuer's Series ____ Bonds maturing on _____.

"Register" means the record of ownership of the Series 2023 Bonds maintained by the Registrar.

"Regular Record Date" means the Sixteenth day (whether or not a business day) next preceding such Interest Payment Date.

"Representation Letter" means the representation letter from the Issuer to DTC attached hereto as Exhibit C.

"Senior Series 2023 Bonds" means the Issuer's Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023.

"Series 2007A Bonds" means the Issuer's Subordinated Sales Tax Revenue and Refunding Bonds, Series 2007A, issued pursuant to the General Indenture.

"Series 2010 Bonds" means the Issuer's Federally Taxable Subordinated Sales Tax Revenue Bonds, Series 2010 (Issuer Subsidy—Build America Bonds), issued pursuant to the General Indenture.

"Series 2015A Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2015A, issued pursuant to the General Indenture.

"Series 2016 Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2016, issued pursuant to the General Indenture.

"Series 2018 Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2018, issued pursuant to the General Indenture.

"Series 2019 Bonds" means the Issuer's Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2019, issued pursuant to the General Indenture.

"Series 2023 Bonds" means the Issuer's Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2023 herein authorized.

"Underwriter" means Wells Fargo Bank, National Association.

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The terms "hereby," "hereof," "herein" and "hereunder" and any similar terms used in this Sixteenth Supplemental Indenture, refer to this Sixteenth Supplemental Indenture.

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ARTICLE II

ISSUANCE OF THE SERIES 2023 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2023 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incurred in connection with the issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2023 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2023."

Section 2.2 Date, Maturities and Interest Rates of Series 2023 Bonds. The Series 2023 Bonds shall be dated as of their Dated Date and shall mature on the dates and in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2023 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (December 15)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Chair of the Issuer is hereby authorized to execute by facsimile or manual signature the Series 2023 Bonds and the Treasurer of the Issuer to countersign by facsimile or manual signature the Series 2023 Bonds and to have

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imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2023 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2023 Bonds.

Section 2.4 Delivery of Bonds. The Series 2023 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon receiving full payment therefor.

Section 2.5 Designation of Registrar. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Registrar for the Series 2023 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

Section 2.6 Designation of Paying Agent. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Paying Agent for the Series 2023 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

Section 2.7 Limited Obligation. The Series 2023 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Pledged Revenues (except to the extent paid out of moneys attributable to the Series 2023 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof) and shall be subordinate only to the lien created for the obligations under the Senior Indenture.

Section 2.8 Redemption.

(a) *Optional Redemption*. The Series 2023 Bonds maturing on and after _____ are subject to redemption prior to their maturity, in whole or in part, at the option of the Issuer on _____, or on any date thereafter at a redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) *Make-Whole Redemption*. Prior to _____, the Series 2023 Bonds are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price. The Make-Whole Redemption Price is the greater of (i) 100% of the principal amount of the Series 2023 Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2023 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2023 Bonds are to be redeemed, discounted to the date on which the Series 2023 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the "Treasury Rate" (defined below) plus 25 basis points, plus, in each case, accrued and unpaid interest on the Series 2023 Bonds to be redeemed on the redemption date.

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For purpose of determining the Make-Whole Redemption Price, the Treasury Rate is, with respect to any redemption date for a particular Series 2023 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market date) most nearly equal to the period from the redemption date to the maturity date of the Series 2023 Bonds to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The Make-Whole Redemption Price shall be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the Issuer at the Issuer's expense to calculate such Make-Whole Redemption Price. The Trustee and the Issuer may conclusively rely on such determination of the Make-Whole Redemption Price by such independent accounting firm, investment banking firm or municipal advisor.

(c) *Mandatory Sinking Fund Redemption.* The Series 2023 Bonds maturing on _____ are subject to mandatory sinking fund redemption, at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

Redemption Date (December 15)	Principal Amount

_____

*Final Maturity

If less than all of the Series 2023 Bonds maturing on _____ are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Trustee against the obligation of the Issuer on future mandatory sinking fund redemption dates for the Series 2023 Bonds in such order as shall be directed by the Issuer.

If less than all of the Series 2023 Bonds of any maturity are to be redeemed prior to maturity, (a) if the Series 2023 Bonds are in book–entry form at the time of such redemption, the Trustee shall instruct DTC to instruct the Participants to select

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the specific Series 2023 Bonds for redemption on a pro rata pass through basis, and neither the Issuer nor the Trustee shall have any responsibility to insure that DTC or its Participants properly select such Series 2023 Bonds for redemption, and (b) if the Series 2023 Bonds are not then in book-entry form at the time of such redemption, on each redemption date, the Trustee shall select the specific Series 2023 Bonds for redemption pro rata. The portion of any Series 2023 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or any integral multiple thereof, and in selecting portions of such Series 2023 Bonds for redemption, the Trustee will treat each such Series 2023 Bond as representing that number of Series 2023 Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Series 2023 Bonds by $5,000.

Section 2.9 Book-Entry System; Limited Obligation of Issuer; Representation Letter.

(a) The Series 2023 Bonds shall be initially issued in the form of a single certificated fully registered bond for each maturity of Series 2023 Bonds. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. Except as provided in Subsection (d) of this Section 2.9, all of the outstanding Series 2023 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Series 2023 Bonds registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Series 2023 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2023 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner of such Series 2023 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2023 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as

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provided in Section 2.8 of the General Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2023 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to record dates, the word "Cede" in this Sixteenth Supplemental Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to the Registrar and the Paying Agent, if other than the Trustee.

(c) The Representation Letter in substantially the form attached hereto as Exhibit C has previously been authorized and executed on behalf of the Issuer. The Issuer's execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.9(a) hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Series 2023 Bonds other than the Bondholders, as shown on the registration books kept by the Registrar. The Paying Agent and Registrar, respectively, hereby agree to take all action necessary for all representations of the Issuer in the Representation Letter and DTC's operational arrangements with respect to the Paying Agent and Registrar, respectively, to at all times be complied with.

(d) In the event that (i) the Issuer determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representation Letter and DTC's operational arrangements, (ii) DTC determines to discontinue providing its service as securities depository with respect to the Series 2023 Bonds at any time as provided in the Representation Letter and DTC's operational arrangements, or (iii) the Issuer determines that continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Series 2023 Bonds or of the Issuer, the Issuer may thereupon terminate the services of DTC with respect to the Series 2023 Bonds. The Issuer shall terminate the services of DTC with respect to the Series 2023 Bonds upon receipt by the Issuer of written notice from DTC to the effect that DTC has received notice from Participants having interests, as shown on the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate Principal amount of the then Outstanding Series 2023 Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2023 Bonds; or (ii) a continuation of the requirement that all Outstanding Series 2023 Bonds be registered in the registration books kept by the Registrar in the name of Cede is not in the best interests of the beneficial owners of the Series 2023 Bonds. In any such event terminating the services of DTC, the Issuer shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Series 2023 Bond certificates and the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as

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nominee of DTC. At that time, the Issuer may determine that the Series 2023 Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Series 2023 Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the General Indenture.

(e) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2023 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2023 Bond and all notices with respect to such Series 2023 Bond shall be made and given, respectively, in the manner provided in the Representation Letter and DTC's operational arrangements.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2023 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Pledged Revenues.

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ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2023 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2023 Bonds ($_____) (representing the original principal amount of the Series 2023 Bonds, less an Underwriter's discount of $_____) and the Trustee shall deposit such proceeds as follows:

(a) Into the Escrow Fund, the amount of $_____, together with $_____ transferred from the debt service fund for the Refunded Bonds, for a total of $_____; and

(b) The remaining amount of $_____ into the Cost of Issuance Account to be held by the Trustee under this Sixteenth Supplemental Indenture.

Section 3.2 No Debt Service Reserve Requirement for Series 2023 Bonds. There will be no Debt Service Reserve Requirement for the Series 2023 Bonds.

Section 3.3 Creation and Operation of Cost of Issuance Account. A Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay Costs of Issuance incurred in connection with the issuance of the Series 2023 Bonds. The Trustee shall issue its checks or make wire transfers for each disbursement from the Cost of Issuance Account (except for any fees payable to the Trustee, which may be withdrawn directly by it) upon being furnished with a Cost of Issuance Disbursement Request of the Issuer, a form of which is attached hereto as Exhibit B. Any excess remaining upon payment of all Costs of Issuance, or in any case 90 days after the date of delivery, shall be transferred by the Trustee to the Bond Fund, whereupon the Cost of Issuance Account shall be closed.

Section 3.4 Transfers from Revenue Fund. On or before the last Business Day of each month commencing [December 2023] and from amounts available in the Revenue Fund following the transfers required by Section 5.2(b) of the Senior Indenture, the Issuer shall transfer and deposit into the Bond Fund an amount equal to one-sixth of the interest payable on the Series 2023 Bonds (or, if the first Interest Payment Date is less than six months away, the Issuer shall deposit into the Bond Fund an amount sufficient to total the interest payable on the Series 2023 Bonds in equal monthly installments) on the next succeeding Interest Payment Date and if Principal is payable on the Series 2023 Bonds in the twelve months succeeding such transfers, one-twelfth of Principal next payable on the Series 2023 Bonds (or, if the first Principal payable on the Series 2023 Bonds is less than twelve months away, the Issuer shall deposit into the Bond Fund an amount sufficient to total the Principal payable on the Series 2023 Bonds in equal monthly installments). In addition, all deficiencies in required deposits to the Bond Fund shall also be supplied. Said deposits shall be reduced, as appropriate, by (x) any income derived from the investment of the Bond Fund, and (y) any other deposits made to the Bond Fund pursuant to the Indenture. In addition, the Issuer shall transfer from the Revenue Fund to the Bond Fund

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an amount equal to all Security Instrument Repayment Obligations owed with respect to any Security Instrument securing the Series 2023 Bonds promptly upon the date on which such obligations become payable and the Trustee shall thereupon apply such amounts to the payment of such obligations.

Section 3.5 Series 2023 Bonds as Additional Bonds. The Series 2023 Bonds are issued on a parity with the Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds, and Series 2007A Bonds, under the Indenture as Additional Bonds. The Issuer hereby certifies that the requirements set forth in Section 2.15 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2023 Bonds, as follows:

(a) The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 120% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds and Senior Bonds that will be Outstanding, including the Series 2023 Bonds, upon the issuance of the Series 2023 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset provision prior to the final maturity of the Series 2023 Bonds were included in such calculation.

In calculating Debt Service on the Series 2023 Bonds and the Senior Series 2023 Bonds, it shall be assumed both that the Series 2023 Bonds are and are not Balloon Bonds to ensure the above test is met in both cases.

(b) No Repayment Obligations are now due and owing under the Indenture.

(c) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account in the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture to be accumulated therein. Furthermore, all payments required by the Senior Indenture to be made into the bond fund therein established have been made in full, and there is on deposit in each account in the debt service reserve fund therein established the full amount required by the Senior Indenture to be accumulated therein.

(d) The proceeds of the Series 2023 Bonds, less costs of issuance and funding of any reserves, will be used in connection with the refunding of the Refunded Bonds.

(e) No Event of Default is existing under the Indenture or the Senior Indenture.

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ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Sixteenth Supplemental Indenture, and except as provided herein, the General Indenture (as heretofore supplemented and amended) is in all respects ratified and confirmed, and the General Indenture, and this Sixteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Sixteenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

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ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2023 Bonds. The sale of the Series 2023 Bonds to the Underwriter is hereby ratified, confirmed and approved.

Section 5.2 Covenant Regarding Issuance of Additional Bonds. The Issuer hereby covenants and agrees that so long as the Series 2023 Bonds are Outstanding, the Issuer will not issue Additional Bonds under the General Indenture unless the Adjusted Sales and Use Taxes are at least 150% of the maximum Aggregate Debt Service for the applicable Bond Fund Year on all Subordinate Bonds and Senior Bonds to be Outstanding upon the issuance of such Additional Bonds.

Section 5.3 Severability. If any provision of this Sixteenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Sixteenth Supplemental Indenture contained, shall not affect the remaining portions of this Sixteenth Supplemental Indenture, or any part thereof.

Section 5.4 Illegal, etc. Provisions Disregarded. In case any provision in this Sixteenth Supplemental Indenture shall for any reason be held invalid, illegal or unenforceable in any respect, this Sixteenth Supplemental Indenture shall be construed as if such provision had never been contained herein.

Section 5.5 Applicable Law. This Sixteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 5.6 Headings for Convenience Only. The descriptive headings in this Sixteenth Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 5.7 Counterparts. This Sixteenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

Section 5.8 Notice to Bond Insurer. Copies of this Sixteenth Supplemental Indenture have been provided to National Public Finance Guarantee Corp. ("National" or the "Security Instrument Issuer") as the Security Instrument Issuer under the Second Supplemental Subordinate Indenture of Trust dated as of June 1, 2007 in accordance with the notice requirement of Section 9.1 of the General Indenture.

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IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Sixteenth Supplemental Indenture of Trust to be executed as of the date first above written.

UTAH TRANSIT AUTHORITY

(SEAL)

By:_____
Chair

COUNTERSIGN:

_____
Treasurer

APPROVED AS TO FORM:

By:_____
UTA Legal Counsel

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, TRUSTEE

By:_____

Title:_____

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EXHIBIT A

(FORM OF SERIES 2023 BOND)

Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
UTAH TRANSIT AUTHORITY
FEDERALLY TAXABLE SUBORDINATED SALES TAX REVENUE REFUNDING BOND
SERIES 2023

Number R - _____ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%	December 15, ____	_____, 2023	917567 ___

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Utah Transit Authority ("Issuer"), a public transit district and body corporate duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above (except as provided herein with respect to redemption prior to maturity) with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 15 and December 15 of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

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This Bond is one of an issue of Bonds in the aggregate original principal amount of $_____ (the "Series 2023 Bonds"), of like tenor and effect, except as to date of maturity, interest rate, and principal payable at maturity numbered R-1 and upwards, issued by the Issuer pursuant to that Subordinate General Indenture of Trust dated as of July 1, 2006, as heretofore amended and supplemented, and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023 (collectively the "Indenture") approved by resolutions adopted on _____, 2023 and _____, 2023, for the purpose of (i) refunding a portion of the Issuer's outstanding sales tax revenue bonds and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah.

Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Utah Transit Authority Subordinated Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Pledged Revenues, all as more fully described and provided in the Indenture. As more fully described in the Indenture, the lien of the Indenture and of the Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds (as defined in the Indenture) (collectively, the "Outstanding Subordinate Bonds") and the Series 2023 Bonds is subordinate to the lien created with respect to the Issuer's obligations (the "Senior Bonds") issued pursuant to an Amended and Restated General Indenture of Trust dated as of September 1, 2002, as supplemented and amended from time to time (the "Senior Indenture").

As more fully provided in the Indenture, the Series 2023 Bonds are special limited obligations of the Issuer, payable from and secured solely by the Pledged Revenues and certain moneys held by the Trustee under the Indenture, subordinate to the lien created for the Senior Bonds and shall not constitute a general obligation indebtedness or pledge of the full faith and credit of the Issuer or of the State of Utah or any agency, instrumentality or political subdivision thereof. The issuance of the Series 2023 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or the State of Utah or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor. The Issuer covenants and agrees that, subject to such special limited obligation, it will make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2023 Bonds, the terms upon which the Series 2023 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

One or more series of Additional Bonds, as defined in the Indenture, and additional Senior Bonds, may, subject to certain conditions specified in the Indenture and the Senior Indenture, including but not limited to, debt service coverage requirements, be issued by

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the Issuer for the purpose of providing additional moneys to finance property, improvements and additions to its public transit system (the "System"), or to refund obligations of the Issuer, all of which shall have a claim on the Pledged Revenues on a parity with or senior to, as applicable, the Series 2023 Bonds and other Outstanding Subordinate Bonds.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2023 Bonds and on all Series 2023 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2023 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2023 Bonds shall be in default, interest on the Series 2023 Bonds issued in exchange for Series 2023 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2023 Bonds surrendered.

The Series 2023 Bonds are subject to redemption at the times, at the prices and with notice all as provided in the Indenture.

The Series 2023 Bonds are issued as fully registered Series 2023 Bonds in denominations of $5,000 and integral multiples thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Series 2023 Bonds may be exchanged for a like aggregate principal amount of registered Series 2023 Bonds of other authorized denominations of the same series, interest rate and maturity.

This Series 2023 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, interest rate and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

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It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Pledged Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Pledged Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond or subordinate to the lien of the Indenture.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Treasurer under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Chair

COUNTERSIGN:

(facsimile or manual signature)
Treasurer

APPROVED AS TO FORM:

By: (facsimile or manual signature)
UTA Legal Counsel

DocuSign Envelope ID: 7A06A4F0-A13A-4987-85EE-99DAB9AC3B6E

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2023 of the Utah Transit Authority.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

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(ASSIGNMENT)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.3 of the Sixteenth Supplemental Subordinate Indenture of Trust dated as of _____ 1, 2023 between the Utah Transit Authority and Zions Bancorporation, National Association, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
UTAH TRANSIT AUTHORITY

Costs of Issuance

Payee	Purpose	Amount

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EXHIBIT C

LETTER OF REPRESENTATIONS

[See Transcript Document No. ___]

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EXHIBIT C

FORM OF CERTIFICATE OF AWARD

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

CERTIFICATE OF AWARD

Pursuant to a resolution adopted _____, 2023, by the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority"), the undersigned are authorized to accept bids for the sale of the Authority's $_____ [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023 (the "Series 2023 Bonds"). The Series 2023 Bonds were the subject of a competitive sale held by the Authority at which it was determined that the bid of _____ was the best bid received for the purchase of the Series 2023 Bonds.

Based upon the foregoing determination, the undersigned officers of the Authority approved on _____, 2023, [by telephone conference call] the final pricing and sale of the Series 2023 Bonds to _____ at a purchase price of $_____. The terms of the Series 2023 Bonds are attached hereto as Exhibit A and the final numbers for the Series 2023 Bonds, produced by the Issuer's financial advisor, Zions Public Finance, Inc., are attached hereto as Exhibit B.

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Dated: _____, 2023.

UTAH TRANSIT AUTHORITY

By:_____
Designated Officer

By:_____
Designated Officer

DocuSign Envelope ID: 7A06A4F0-A13A-4987-85EE-99DAB9AC3B6E

EXHIBIT A

TERMS OF THE SERIES 2023 BONDS

$_____
[Federally Taxable] Sales Tax Revenue Refunding Bonds,
Series 2023

Maturity Date (____)	Principal Amount	Interest Rate	Price	Yield To Call

REDEMPTION PROVISIONS

The Series 2023 Bonds maturing on _____ are subject to redemption at the option of the Authority on _____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Authority, at a redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

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EXHIBIT B

FINAL NUMBERS

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EXHIBIT D

FORM OF ESCROW AGREEMENT

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

ESCROW DEPOSIT AGREEMENT

Dated as of _____ 1, 2023

between

the

UTAH TRANSIT AUTHORITY

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT is entered into as of this 1st day of _____, 2023 among the Utah Transit Authority (the "Issuer") and Zions Bancorporation, National Association, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Issuer is a public transit district duly organized and validly existing under the Constitution and laws of the State of Utah; and

WHEREAS, the Escrow Agent is a national banking association duly organized and existing under the laws of the United States, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah; and

WHEREAS, the Issuer has previously issued its _____ Bonds, Series ____ (the "Series _____ Bonds"); and

WHEREAS, in order to achieve a debt service savings and accomplish other objectives of the Issuer, the Issuer has determined to provide for an advance refunding of (i) that portion of the outstanding Series _____ Bonds maturing on and after _____ (the "____ Refunded Bonds"), as identified in Exhibit B; and

WHEREAS, in order to provide for such payment and advance refunding, the Issuer is, simultaneously with the execution hereof, issuing its Federally Taxable [Subordinated] Sales Tax Revenue Refunding Bonds, Series 2023 (the "Series 2023 Senior Bonds") pursuant to [an Amended and Restated General Indenture of Trust, dated as of September 1, 2002, between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee") as heretofore amended and supplemented, and a Sixteenth Supplemental Indenture of Trust dated as of _____ 1, 2023 (together, the "Senior Indenture")][a Subordinate General Indenture of Trust, dated as of July 1, 2006, between the Issuer and the Trustee, as heretofore amended and supplemented, and a Sixteenth Supplemental Subordinate Indenture of Trust dated as of _____ 1, 2023, between the Issuer and the Trustee (together, the "Subordinate Indenture" and collectively with the Senior Indenture, the "Indenture")], between the Issuer and the Trustee; and

WHEREAS, the Issuer has herewith deposited with the Escrow Agent, moneys sufficient, together with investment income thereon, to pay interest on the Refunded Bonds through _____ (the "Redemption Date") and (ii) the redemption price of the Refunded Bonds on the Redemption Date; and

WHEREAS, the Issuer and the Escrow Agent desire to enter into this Escrow Deposit Agreement to provide for the taking of certain actions so as to accomplish the advance refunding and redemption of the Refunded Bonds.

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NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Section 1. The Escrow Agent hereby accepts the Escrow Fund (hereinafter described) created hereunder and acknowledges receipt from the Issuer of the sum of $_____ ($_____derived from proceeds of the Series 2023 Senior Bonds and $_____ derived from proceeds of the Series 2023 Subordinate Bonds (collectively, the "Bond Proceeds"), and $_____ from the bond fund related to the Refunded Bonds (the "Bond Fund Monies")), of which $_____ is to be used for the purchase of the securities described on Exhibit A hereto (the "Open Market Securities"), all of which are direct non-callable obligations of the United States of America or non-callable securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, and $_____ of which shall be deposited as a beginning cash balance. The maturing principal of and interest on the Open Market Securities and the cash will produce amounts certified in writing by [Public Finance Partners LLC], to be sufficient, to (i) pay the principal and interest on the Refunded Bonds through the Redemption Date and (ii) redeem the Refunded Bonds on the Redemption Date. The Open Market Securities and the cash shall be deposited in the Escrow Fund (hereinafter defined), in accordance with the terms of the Indenture. The Issuer acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Issuer the right to receive brokerage confirmations of security transactions, the Issuer waives receipt of such confirmations. The Escrow Agent will provide periodic statements which will include detail of all investment transactions made in the Escrow Fund. The Bond Fund Monies will be applied to the earliest maturing Open Market Securities.

Section 2. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "Utah Transit Authority Sales Tax Revenue Refunding Bonds, Series 2023, Escrow Fund" (the "Escrow Fund") to be held by the Escrow Agent, acting as escrow agent, as a trust fund for the benefit of the holders of the Refunded Bonds. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Issuer or the Escrow Agent.

Section 3. The Escrow Agent, acting in its capacity as escrow agent, agrees that the total principal amount of and interest on the Open Market Securities and the cash will be held in trust as provided in Section 2 and irrevocably agrees to provide Zions Bancorporation, National Association, as paying agent for the Refunded Bonds (the "Paying Agent"), such amount and to apply said principal amount and interest and the cash, as the same become due, to the payment of (i) the principal and interest requirements on the Refunded Bonds through the Redemption Date and (ii) the redemption price of the Refunded Bonds on the Redemption Date.

Section 4. (a) The Escrow Agent agrees to provide the Paying Agent for the Refunded Bonds such funds as are necessary to pay (i) the principal and interest on the Refunded Bonds and (ii) the redemption price of the Refunded Bonds as aforesaid

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notwithstanding any failure by the Issuer to pay when due any further fees or expenses of the Escrow Agent relating to the Series 2023 Bonds or the Refunded Bonds. It is expressly understood that any such fees or expenses incurred by the Escrow Agent acting as escrow agent will be reimbursed by the Issuer as provided in this Section 4 and in Section 11 hereof.

(b) The Issuer agrees to pay to the Escrow Agent upon the execution and delivery of this Escrow Deposit Agreement such amounts as may be necessary to pay the fees and expenses of the Escrow Agent acting as escrow agent.

Section 5. Except as provided in Section 1 and Section 6 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Deposit Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Open Market Securities.

Section 6. (a) This Escrow Deposit Agreement may be amended or supplemented, the Open Market Securities or any portion thereof or proceeds thereof sold, redeemed, invested or reinvested, or proceeds thereof disbursed, in any manner (any such amendment, supplement or direction to sell, redeem, invest or disburse to be referred to as a "Subsequent Action"), upon submission to the Escrow Agent of each of the following:

(i) A certified copy of the proceedings of the Issuer authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the Issuer.

(ii) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action will not cause the interest on the Refunded Bonds to become includable in the gross income of the holders thereof for federal income tax purposes.

(iii) An opinion of a firm of nationally recognized independent certified public accountants to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, not callable or redeemable at the option of the issuer thereof), available or to be available for payment of (x) the principal and interest on the Refunded Bonds through the Redemption Date and (y) the redemption price of the remaining Refunded Bonds, will remain sufficient to pay when due all of said payments after the taking of the Subsequent Action.

(b) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding

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on any successor to the Escrow Agent during the term of this Escrow Deposit Agreement.

(c) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Issuer hereunder shall be irrevocable and shall not be subject to amendment by the Issuer and shall be binding on any successor to the officials now comprising the Board of the Issuer during the term of this Escrow Deposit Agreement.

Section 7. (a) The Issuer hereby irrevocably instructs the Escrow Agent, and the Escrow Agent agrees as the trustee for the holders of the Refunded Bonds to mail on behalf of the Issuer, a notice, in substantially the form attached hereto as Exhibit B, as applicable, that provisions for the refunding, redemption and retirement of all the Refunded Bonds have been made as provided in this Escrow Deposit Agreement. Such notice shall be mailed by the Trustee to the holders of the Refunded Bonds and posted electronically to the Municipal Securities Rulemaking Board website (EMMA).

(b) The Escrow Agent shall also cause the Trustee for the Refunded Bonds to mail notice of redemption of the Refunded Bonds maturing after the Redemption Date in the manner required by the respective Indenture. Such notice of redemption shall be given by the Trustee under the Senior Indenture by sending a copy of the notice of such redemption by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date for the Refunded Bonds, to the Registered Owners of such Refunded Bonds at the address of each such owner as it appears on the bond registration books of the Trustee, and shall also be filed with the Paying Agent for the Refunded Bonds and shall be posted electronically to the Municipal Securities Rulemaking Board website (EMMA).

The notice of redemption shall be substantially the form set forth as Exhibit C hereto.

Section 8. The Refunded Bonds are hereby irrevocably called for redemption on the Redemption Date, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

Section 9. The principal and interest on the Refunded Bonds and the redemption price of the Refunded Bonds shall be paid from the Escrow Fund as the same fall due through the Redemption Date. Moneys on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the Paying Agent for the Refunded Bonds to make such principal and interest payments and to effectuate the redemption of the Refunded Bonds on the Redemption Date. Thereafter, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Bond Fund.

Section 10. This Escrow Deposit Agreement and the Escrow Fund created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all

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amounts representing principal and all amounts representing interest on the Open Market Securities in the Escrow Fund until used and applied in accordance herewith. The Issuer shall cause financing and continuation statements to be filed with respect to this Escrow Deposit Agreement in such manner and in such places as may be required by law fully to protect the security of the holders of the Refunded Bonds and the right, title and interest of the Escrow Agent, to all amounts deposited in the Escrow Fund and the principal and interest with respect to the Open Market Securities deposited in the Escrow Fund and shall take or cause to be taken all action necessary to preserve the aforesaid security so long as any of the Refunded Bonds remain unpaid.

Section 11. (a) The Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Issuer for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim for any such payment under the Issuer's indenture of trust pursuant to which the Series 2023 Bonds are issued, and that it has no lien on the moneys in the Escrow Fund for any such payment.

(b) The Escrow Agent may act in reliance upon any signature believed by it to be genuine and may assume that any person purporting to give any notice or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(c) The Escrow Agent may act relative hereto in reliance upon advice of nationally recognized bond counsel in reference to any matter connected herewith and shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) The Escrow Agent may resign and be discharged of its duties hereunder provided that: (i) it has given thirty (30) days' written notice to the Issuer of such resignation; (ii) the Issuer shall have appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent and the Issuer have received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (iv) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, Open Market Securities, moneys and investments held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) above. Upon receipt by the Issuer of the written notice described in clause (i) above, the Issuer shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

Section 12. This Escrow Deposit Agreement shall terminate when amounts sufficient to pay the principal and interest on the Refunded Bonds and the redemption price of the Refunded Bonds have been paid to the Paying Agent and the remaining funds and securities have been deposited to the Bond Fund created under the Senior Indenture.

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Section 13. Except as provided in Section 6 hereof, this Escrow Deposit Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without (i) the written consent of the holders of 100% in principal amount of the unpaid Refunded Bonds at the time such action is made, and (ii) the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, the holders of the unpaid Refunded Bonds enter into such agreements supplemental to this Escrow Deposit Agreement as shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Escrow Deposit Agreement, for any one or more of the following purposes:

(a) cure any ambiguity or formal defect or omission in this Escrow Deposit Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification, addition or elimination affects the rights of such holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 13.

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IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

UTAH TRANSIT AUTHORITY

By:_____
Chair

Attest:

By:_____
Treasurer

Approved as to form:

By:_____
UTA Legal Counsel

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Escrow Agent

By:_____

Title:_____

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EXHIBIT A

Open Market Securities Purchased with Bond Proceeds of Series 2023 Senior Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Proceeds of Series 2023 Subordinate Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Fund Monies from Series ____ Senior Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Fund Monies from Series ___ Subordinate Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

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EXHIBIT B

FORM OF NOTICE OF REFUNDING AND DEFEASANCE

UTAH TRANSIT AUTHORITY

[SUBORDINATED] SALES TAX REVENUE REFUNDING BONDS, SERIES _____

MATURING AS FOLLOWS:

[Table for Senior Bonds]

Scheduled Maturity (June 15)	CUSIP (917567)	Principal Amount

[Table for Subordinate Bonds]

Scheduled Maturity (June 15)	CUSIP (917567)	Principal Amount

NOTICE IS HEREBY GIVEN that for the payment of the principal of and interest on the bonds of the above-designated series shown in the table above (collectively, the "Refunded Bonds") of the Utah Transit Authority (the "Issuer"), there have been deposited in escrow with Zions Bancorporation, National Association, Salt Lake City, Utah (the "Escrow Agent") moneys which, except to the extent maintained in cash, have been invested in direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, the projected principal payments to be received from such securities and the projected interest income therefrom have been calculated to be sufficient, with said cash, to pay the principal and interest on and the redemption price of the Refunded Bonds when due to _____, the date upon which the Issuer has elected to call and redeem the Refunded Bonds prior to their maturities at a redemption price of 100% of the principal amount of the Refunded Bonds and accrued but unpaid interest to the redemption date.

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In accordance with the terms of Article X of the General Indenture of the Issuer under which the Refunded Bonds were issued, the Refunded Bonds are deemed to have been paid.

DATED this ____ day of _____, 20__.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

_____

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EXHIBIT C

NOTICE OF REDEMPTION

UTAH TRANSIT AUTHORITY

[SUBORDINATED] SALES TAX REVENUE REFUNDING BONDS,
SERIES _____

Mailing Date: _____, ____

CUSIP NO. _____*

Notice is hereby given that pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as supplemented by a Fifteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023][Subordinate General Indenture of Trust, dated as of July 1, 2006, as supplemented by a Fifteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023], each between the Utah Transit Authority (the "Issuer"), and Zions Bancorporation, National Association, as Trustee, the Issuer has called and does hereby call for redemption on _____ (the "date fixed for redemption") that portion of its outstanding [Subordinated] Sales Tax Revenue Refunding Bonds, Series _____ shown in the table set forth below (the "Bonds"), at the redemption price of 100% of the principal amount thereof plus accrued but unpaid interest to the date fixed for redemption.

The Bonds were originally issued in the principal amounts and scheduled to mature on the dates and in the amounts, as follows:

[Table for Senior Bonds]

Scheduled Maturity (June 15)	CUSIP (917567*)	Principal Amount

* These CUSIP numbers have been assigned to this issue by an organization not affiliated with the Trustee and are included solely for the convenience of the security holders. Neither the Issuer nor the Trustee shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to the correctness on the Bonds or as indicated in this redemption notice. Reliance may be placed only on the other identification number printed on the Bonds.

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[Table for Subordinate Bonds]

Scheduled Maturity (June 15)	CUSIP (917567*)	Principal Amount

The principal amount of each Bond shall be paid on or after the date fixed for redemption upon surrender of such Bond as set forth below.

Payment of interest on any Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to such registered owner at such owner's address as it appears in the registration books of the Issuer maintained by the Trustee.

Bonds shall be surrendered to the Trustee, at the following address:

If surrendered by mail: Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

If surrendered by hand: Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Notice is further given that on the date fixed for redemption the redemption price will become due and payable upon the Bonds and the Bonds shall cease to bear interest from and after the date fixed for redemption.

Under the Interest and Dividend Tax Compliance Act of 1983, the Trustee may be required to withhold a specified percentage of any gross payments made to certain owners who fail to provide the Trustee with, and certify under penalties of perjury, a correct taxpayer identification number (employer identification number or Social Security number, as appropriate) or an exemption certificate on or before the date the Bonds are presented for payment. Each Bondholder should provide the appropriate certification when presenting Bonds for payment, unless the appropriate certificate has previously been provided.

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Given by order of the Utah Transit Authority this ____ day of _____, ____.

On behalf of the
UTAH TRANSIT AUTHORITY by:

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

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EXHIBIT E

FORM OF BOND PURCHASE AGREEMENT

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

BOND PURCHASE AGREEMENT

_____, 2023

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

UTAH TRANSIT AUTHORITY

$_____
[Federally Taxable]
Sales Tax Revenue Refunding Bonds,
Series 2023

Ladies and Gentlemen:

The undersigned, _____ and _____ (collectively, the *"Underwriters"*), offer to enter into this Bond Purchase Agreement (the *"Purchase Agreement"*) with the Utah Transit Authority (the *"Issuer"*), which, upon your acceptance of this offer, will be binding upon you and upon the Underwriters.

_____ represents and warrants that it has been duly authorized by the Underwriters (a) to execute this Purchase Agreement, (b) to act hereunder on behalf of the Underwriters as the representative of the Underwriters (the *"Representative"*), and (c) to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or the Underwriters. The Underwriters shall not designate any other Representative except upon the approval of the Issuer (which approval shall not be unreasonably withheld).

This offer is made subject to your acceptance of this Purchase Agreement on or before 5:00 p.m., Salt Lake City, Utah time on the date hereof.

Section 1. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriters hereby agree to purchase from

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the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023 (the *"Bonds"*). The purchase price of the Bonds will be $_____ (reflecting the principal amount of the Bonds, less an underwriting discount of $_____) (the *"Purchase Price"*), and will be payable by wire transfer or other immediately available funds.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Indenture or the hereinafter defined Official Statement, as applicable.

The forms and execution of the Indenture and of this Purchase Agreement were approved by the Board of Trustees of the Issuer by a resolution adopted on _____, 2023 (the *"Bond Resolution"*). The Bonds are authorized to be issued pursuant to the Utah Refunding Bond Act, Chapter 27 of Title 11, Utah Code Annotated 1953, as amended; the Public Transit District Act, Part 8 of Chapter 2a of Title 17B; other applicable provisions of Chapter 1 of Title 17B, Utah Code Annotated 1953, as amended; and other applicable provisions of law, the Bond Resolution and the Indenture.

The Bonds will be revenue obligations of the Issuer payable solely from the Pledged Revenues to the extent provided in the Indenture. The proceeds of the Bonds will be used for the purposes described in the Official Statement.

The Bonds will be dated the date of their original issuance, will have the maturities and bear interest at the rates and yields, as shown on *Schedule I* hereto. The Bonds are subject to redemption as provided *Schedule I*.

Section 2. (a) The Underwriters agree to make a bona fide public offering of all of the Bonds at not in excess of the initial public offering prices indicated on the inside cover page of the Official Statement. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price or prices set forth on the inside cover page of the Official Statement. The Underwriters also reserve the right (i) to over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time without prior notice.

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(b) The Issuer has authorized and approved the Preliminary Official Statement dated _____, 2023, relating to the Bonds (the *"Preliminary Official Statement"*), in printed or electronic form, which the Issuer has "deemed final" as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934 (the *"Rule"*), except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, redemption provisions, delivery date, ratings, identity of the Refunded Bonds, and other terms of the Bonds depending on such matters. The Issuer agrees to deliver the Official Statement, in printed or electronic form, dated _____, 2023 relating to the Bonds (as supplemented and amended from time to time, the *"Final Official Statement"*) to the Underwriters within seven business days after the execution hereof, in sufficient time to accompany any confirmation that requests payment from any customer, in "designated electronic format" (as defined in Municipal Securities Rulemaking Board (the *"MSRB"*) Rule G-32), and in sufficient quantity to permit the Underwriters to comply with the Rule and other applicable rules of the SEC and the MSRB.

(c) The Issuer hereby authorizes and approves the Final Official Statement (the Final Official Statement, the Preliminary Official Statement and any amendments or supplements that may be authorized for use with respect to the Bonds are herein referred to collectively as the *"Official Statement"*), consents to the distribution and use of the Official Statement by the Underwriters, and authorizes the execution of the Final Official Statement by a duly authorized officer of the Issuer.

Section 3. The Issuer represents and warrants to the Underwriters that:

(1) The Issuer is duly organized and validly existing under the constitution and laws of the State of Utah (the *"State"*) and is authorized to issue and secure the Bonds for the purposes and in the manner provided in the Indenture.

(2) The Preliminary Official Statement, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact (other than any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule) necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) On and as of the date hereof and, unless an event of the nature described in Section 3(8) hereof subsequently occurs, at all times during the period from the date hereof to and including the date which is 25 days following the End of the Underwriting Period (defined below), the information in the Official Statement is true, correct, and complete, and does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) The Issuer has full legal right, power and authority to (i) adopt the Bond Resolution, (ii) enter into the Indenture and the Continuing Disclosure Undertaking (defined below), (iii) enter into this Purchase Agreement, (iv) issue, sell, and deliver the Bonds as provided herein, (v) pledge the Pledged Revenues as provided in the Indenture,

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(vi) operate the System and conduct business thereof as described in the Official Statement, and (vii) carry out and consummate all other transactions in connection with the issuance of the Bonds.

(5) The Issuer has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery, and due performance of the Indenture, the Continuing Disclosure Undertaking, and this Purchase Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery, and distribution of the Final Official Statement, and (iii) the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect, except that no representation is made with respect to compliance with the "blue sky" laws of any jurisdiction.

(6) The Bond Resolution has been duly adopted by the Issuer, is in full force and effect, and has not been repealed, amended, supplemented, or superseded; this Purchase Agreement, the Indenture and the Continuing Disclosure Undertaking (when executed and delivered) will constitute legal, valid, and binding obligations of the Issuer; and the Bond Resolution, this Purchase Agreement, the Indenture, and the Continuing Disclosure Undertaking are enforceable against the Issuer in accordance with their respective terms, except to the extent that enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and to the exercise of judicial discretion in appropriate cases; and the Issuer has taken all required action to create the valid pledges of, and liens and charges upon, the Pledged Revenues as and to the extent set forth in the Indenture and as described in the Official Statement.

(7) When delivered to the Underwriters, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the Issuer in conformity with the laws of the State and will be entitled to the benefit and security of the Indenture.

(8) If, at any time prior to the date 25 days after the "end of the underwriting period" (as defined in the Rule) (the *"End of the Underwriting Period"*), any event occurs with respect to the Issuer as a result of which the Final Official Statement, as then amended or supplemented, might include any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Representative in writing of such event and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will, at its expense, supplement or amend, or cause to be supplemented or amended, the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Issuer agrees to provide

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the Representative with sufficient copies of such supplement or amendment as the Representative may reasonably request, and to provide such supplement or amendment in designated electronic format required by MSRB Rule G-32. The End of the Underwriting Period shall be deemed to occur on the Closing Date (defined below) unless the Underwriter notifies the Issuer otherwise on or before the Closing Date. In the event that the Issuer has been given notice pursuant to the preceding sentence that the End of the Underwriting Period will not occur on the date of the Closing, the Representative agrees to notify the Issuer in writing of the date it does occur as soon as practicable following the End of the Underwriting Period for all purposes of Rule 15c2-12; *provided, however,* that if the Representative has not otherwise so notified the Issuer of the End of the Underwriting Period by the 30th day after the Closing, then the End of the Underwriting Period shall be deemed to occur on such 30th day unless otherwise agreed to by the Issuer.

(9) At any time from the date of the Closing to the End of the Underwriting Period, the Representative may from time to time request, and, if such request is made, the Issuer shall deliver to the Representative as soon as practicable thereafter and to the extent reasonably possible, a certificate of the Issuer signed by the Chair of the Board of Trustees, the Executive Director, or the Treasurer of the Issuer, in the form set forth as *Exhibit D* hereto, dated not earlier than the date of such request.

(10) In connection with any amendments or supplements to the Official Statement, the Representative may request such additional certificates and opinions of counsel as the Representative shall reasonably deem necessary to evidence the accuracy or completeness of such amendment or supplement.

(11) There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Pledged Revenues that is prior to the pledge made in favor of the Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Representative, issue any revenue bonds or securities payable from the Pledged Revenues other than the Bonds.

(12) Neither the adoption of the Bond Resolution, the execution and delivery of this Purchase Agreement, the Indenture, the Continuing Disclosure Undertaking, or the Bonds, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the Issuer a violation of, or a breach of or default under, (i) any statute, resolution, indenture, mortgage, commitment, note, or other agreement or instrument to which the Issuer is a party or by which it is bound, (ii) any debt limitation applicable to it, or (iii) any existing law, rule, regulation, ordinance, judgment, order, or decree to which the Issuer (or any of its officers in their respective capacities as such) is subject.

(13) Except as specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened, which in any way questions the powers of the Issuer referred to in paragraph (2) above, or the validity of any proceeding taken by the Issuer in connection with the issuance of the Bonds, or wherein an

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unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Purchase Agreement, or of any other document or instrument required or contemplated by this financing, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Indenture, this Purchase Agreement, the Continuing Disclosure Undertaking or the Bonds.

(14) Any certificate signed by any official of the Issuer and delivered to the Representative shall be deemed a representation and warranty by the Issuer to the Representative as to the truth of the statements therein contained.

(15) The audited financial statements of the Issuer for the year ended December 31, 2020, included in the Official Statement, present fairly the financial position of the Issuer as of the date indicated and the financial results for the period specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. There has been no material adverse change in the general affairs, management, properties, financial position, or financial results of the Issuer since the date of such financial statements except as set forth in the Official Statement.

(16) The Issuer has obtained, or is in the process of obtaining, all necessary titles, rights-of-way, and easements in order to operate the System.

(17) Except as disclosed in the Official Statement, if applicable, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertaking in a written continuing disclosure contract or agreement under the Rule.

Section 4. The Issuer covenants with the Underwriters as follows:

(1) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; *provided, however,* that the Issuer shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(2) Until the date 25 days after the End of the Underwriting Period, the Issuer shall provide the Underwriters with such information regarding the Issuer, its current financial condition and ongoing operation as the Representative may reasonably request.

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(3) In order to enable the Underwriters to comply with the requirements of paragraph (b)(5) of the Rule, the Issuer will enter into a Continuing Disclosure Undertaking with respect to the Bonds, the forms of which are attached as APPENDIX E to the Official Statement (the *"Continuing Disclosure Undertaking"*).

(4) The Issuer agrees to provide the Representative with the advance refunding documents (as defined in MSRB Rule G-32) in a word-searchable PDF format as described in the MSRB's Rule G-32, and shall provide such electronic copy of the word-searchable PDF format of the advance refunding documents to the Representative no later than four (4) business days after the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

Section 5. At or about 9:00 a.m., Utah time, on or about _____, 2023 (the *"Closing Date"*), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative, the Bonds will be delivered to the Trustee, as FAST agent for The Depository Trust Company (*"DTC"*), in definitive form, duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned. The Bonds shall be issued in book-entry-only form in authorized denominations and shall be registered in the name of Cede & Co., as nominee of DTC. The Underwriters will accept such delivery and pay the Purchase Price for the Bonds by wire transfer in federal funds or other immediately available funds.

The activities relating to the original issuance of the Bonds and the payment therefor and the execution and delivery of the Indenture, certificates, opinions, and the other instruments as described in Section 7 of this Purchase Agreement shall occur at the offices of Gilmore & Bell, P.C., Salt Lake City, Utah. The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriters is herein referred to as the *"Closing."*

Section 6. The Underwriters shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date:

(1) legislation shall have been enacted, or actively considered for enactment with an effective date prior to Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualifications, or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

(2) a stop order, ruling, regulation, or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

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(3) any event shall have occurred or any information shall have become known to the Underwriters which causes the Representative to reasonably believe that the Official Statement, as then amended or supplemented, includes any untrue statement of a material fact, or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(4) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial or computer technology crisis, or any escalation of any such occurrence (including escalation of the current COVID-19 pandemic), the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds;

(5) there shall be in force a general suspension of trading in the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds;

(6) a general banking moratorium shall have been declared by federal, New York or Utah authorities;

(7) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer;

(8) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(9) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters; or

(10) any of the ratings assigned to the Bonds, as set forth in Section 7(3)(i), shall have been reduced, suspended or withdrawn or any notice shall have been given of any potential downgrading or review of a possible change with respect to any such rating.

Section 7. The obligation of the Underwriters to purchase the Bonds shall be subject (i) to the performance by the Issuer of its obligations to be performed hereunder at and prior to the Closing, (ii) to the accuracy of the representations and warranties of the Issuer herein as of the date hereof and as of the time of the Closing, and (iii) to the following conditions, including the delivery by the Issuer of such documents as are enumerated herein in form and substance satisfactory to the Representative:

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(1) At the time of Closing, (i) this Purchase Agreement, the Indenture, and the Bond Resolution shall be in full force and effect and shall not have been amended, modified, or supplemented (except as contemplated above in the definition of Indenture) from the date hereof except as may have been agreed to in writing by the Representative, (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement, and (iii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., as bond counsel (*"Bond Counsel"*), shall be necessary in connection with the transactions contemplated hereby.

(2) The Bonds shall be delivered to the Underwriters at or prior to the Closing, and the terms of the Bonds, as delivered, shall in all instances be as described in the Final Official Statement.

(3) At or prior to the Closing, the Underwriters shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriters and the Issuer:

(a) A final approving opinion of Bond Counsel dated the Closing Date, in substantially the form set forth in APPENDIX D to the Official Statement;

(b) An opinion of Bond Counsel addressed to the Underwriters and dated the Closing Date, in substantially the form set forth in *Exhibit A* hereto;

(c) Executed counterparts of the Indenture;

(d) An opinion of General Counsel or Senior Counsel to the Issuer, dated the Closing Date and addressed to the Underwriters, the Trustee and Bond Counsel, in substantially the form set forth in *Exhibit B* hereto;

(e) An opinion of _____, counsel to the Underwriters, dated the Closing Date, in substantially the form set forth in *Exhibit C* hereto;

(f) The Final Official Statement executed on behalf of the Issuer by a duly authorized officer;

(g) Certified copies of the Bond Resolution and any other resolutions of the Issuer relating to the Bonds;

(h) Letters from S&P Global Ratings, Fitch Ratings Services and Moody's Investors Service to the effect that the Bonds have received ratings of at least ___, ___, and ____, respectively; which ratings shall not have been lowered, suspended or revoked;

(i) A certificate or certificates, in form and substance satisfactory to the Representative, of the Issuer by any duly authorized officer or official of the Issuer

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satisfactory to the Representative, dated as of the Closing Date, to the effect that: (i) each of the Issuer's representations, warranties, and covenants contained herein are true and correct in all material respects on and as of the time of Closing; (ii) the Issuer has authorized, by all action necessary under the laws and constitution of the State, the adoption of the Bond Resolution and the execution and delivery of the Bonds, the Indenture, and the Continuing Disclosure Undertaking; (iii) no litigation is pending, or, to the knowledge of the officer or official of the Issuer signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bond Resolution, the Bonds, the Indenture, the Continuing Disclosure Undertaking, or this Purchase Agreement or in any way affecting the title of any officer signing any of the documents or the validity of the position held by any member of the governing body of the Issuer or any action related to the Bonds taken by the governing body or any official of the Issuer; (iv) the Bonds, as executed by the Issuer, are in the form or in substantially the form approved for such execution by appropriate proceedings of the Issuer; (v) since December 31, 2020, there has not been any material adverse change in the properties, financial position, or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, other than as set forth in the Official Statement; (vi) there are no pending or, to the knowledge of the officers executing the certificate, after due investigation and inquiry, threatened, legal or administrative proceedings to which the Issuer is a party or to which property of the Issuer is subject, which are material as to the Issuer and which are not disclosed in the Official Statement or which if decided adversely to the Issuer could specifically, materially, and adversely affect the validity or enforceability of the Bonds, the Bond Resolution, the Indenture, the Continuing Disclosure Undertaking, or this Purchase Agreement or which could materially and adversely affect the properties, operations, or financial condition of the Issuer; (vii) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation whatsoever is made with respect to the accuracy or sufficiency of the information provided by DTC; (viii) to the best of the knowledge of the officers executing the certificate, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (ix) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under this Purchase Agreement or otherwise at or prior to the date of such certification;

(j) A copy of the executed Blanket Letter of Representation to DTC from the Issuer;

(k) An executed counterpart of the Continuing Disclosure Undertaking;

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(l) An executed counterpart of the escrow agreement relating to the refunding of the bonds to be refunded by the Bonds (the *"Refunded Bonds*);

(m) A executed copy of the verification report relating to the refunding of the Refunded Bonds; and

(n) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Representative, Bond Counsel, or General Counsel to the Issuer may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided below, shall continue in full force and effect. However, the Representative may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the Bonds and payment therefor by the Underwriters shall be deemed a waiver of noncompliance with any of the conditions herein.

Section 8. The obligations of the Issuer hereunder are subject to the performance by the Underwriters of its obligations hereunder.

Section 9. The obligations of the Issuer under Section 10 hereof shall survive any termination of this Purchase Agreement by the Underwriters pursuant to the terms hereof.

Section 10. The Issuer acknowledges and agrees that (i) the primary role of the Underwriters is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Issuer, (ii) with respect to the engagement of the Underwriters by the Issuer, including in connection with the purchase, sale and offering of the Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriters (a) are and have been acting as principals and not as agents, fiduciaries, financial advisors or municipal advisors of the Issuer and (b) have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto, and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement; (iii) the Issuer has consulted its own legal, financial and other advisors to the extent they have deemed appropriate; and (iv) this Purchase Agreement expresses the entire relationship between the parties hereto.

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Section 11. The Issuer will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Purchase Agreement, including, but not limited to, delivery of the Bonds, the costs of preparing the Bonds, the Preliminary and Final Official Statements, any amendment or supplement to the Preliminary Official Statement or Final Official Statement, the Continuing Disclosure Undertaking and this Purchase Agreement, fees and disbursements of Bond Counsel, fees and disbursements of Underwriters' Counsel, fees and disbursements of the Trustee, fees and expenses of the Financial Advisor, fees and expenses of the Issuer's accountants, any fees charged by investment rating agencies for the rating of the Bonds applied for by the Issuer. The Underwriters shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, except as otherwise provided in this paragraph. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement. The Issuer shall reimburse the Underwriters for actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, transportation, lodging, and meals for Issuer's employees and representatives; provided, however, that (i) reimbursement for such expenses shall not exceed an ordinary and reasonable amount for such expenses and (ii) such expenses are either (A) not related to the entertainment of any person and not prohibited from being reimbursed from the proceeds of an offering of municipal securities under MSRB Rule G-20 or (B) to be paid from the Issuer's general fund and not from the proceeds of the Bonds or any other municipal securities. Such reimbursement may be in the form of inclusion in the expense component of the Underwriters' discount, or direct reimbursement as a cost of issuance.

Section 12. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to _____ _____, Attention: _____, Managing Director.

Section 13. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters, and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

Section 14. This Purchase Agreement may be executed in several counterparts by the parties thereto, and all such counterparts shall constitute one and the same instrument.

Section 15. No recourse shall be had for any claim based on this Purchase Agreement, or any indenture, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the Issuer or of any successor body of the Issuer.

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Section 16. This Purchase Agreement, when executed by the Issuer and the Representative, shall constitute the entire agreement between the Issuer and the Underwriters. All the representations, warranties and agreements by the Issuer in this Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of any payment for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

Section 17. This Purchase Agreement shall be governed by and consumed in accordance with the laws of the State.

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This Purchase Agreement shall become effective upon the mutual acceptance hereof.

Very truly yours,

[LIST UNDERWRITERS]

BY _____,
as representative of the Underwriters

By _____
Managing Director

Accepted and agreed to as of the date first above written:

UTAH TRANSIT AUTHORITY

By_____
Chair, Board of Trustees

By_____
Treasurer

APPROVED AS TO FORM:

_____
Legal Counsel for the Utah Transit Authority

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SCHEDULE I

MATURITY DATE (DECEMBER 15)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE

Optional Redemption. (a) The Bonds are subject to redemption prior to maturity, at the option of the Issuer, from such maturities or parts thereof as may be selected by the Issuer, on or after _____, at a redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) Prior to _____, the Bonds are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the "make-whole redemption price." The make-whole redemption price is the greater of (i) 100% of the principal amount of the Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi–annual basis, assuming a 360–day year consisting of 12, 30–day months, at the Treasury Rate (as defined in the Official Statement under the captions, "THE 2023 BONDS–Redemption Provisions–Make-Whole Redemption") plus 25 basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed on the redemption date.

(c) The Bonds maturing on _____* are subject to mandatory sinking fund redemption at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

(DECEMBER 15)	PRINCIPAL AMOUNT

*Stated maturity

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EXHIBIT A

[PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION]

[To Be Dated Closing Date]

[List Underwriters]

We have acted as bond counsel to the Utah Transit Authority (the *"Issuer"*) in connection with the issuance of its $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".] Capitalized terms which are used herein but which are not otherwise defined shall have the meanings assigned to them in the Indenture.

We have delivered our legal opinion as bond counsel (the *"Bond Opinion"*) concerning the validity of the Bonds and certain other matters, dated the date hereof. You may rely on our Bond Opinion as though the same were addressed to you.

In our capacity as bond counsel to the Issuer, we have examined originals or copies certified or otherwise identified to our satisfaction, of such documents, records and other instruments as we deemed necessary or appropriate for the purpose of this opinion, including, without limitation, the Indenture, the Preliminary Official Statement dated _____, 2023 (the *"Preliminary Official Statement"*), the Official Statement of the Issuer dated _____, 2023, relating to the Bonds (the *"Official Statement"*), the Bond Purchase Agreement (the *"Purchase Agreement"*) for the Bonds, dated _____, 2023 by and between the Issuer and _____ and _____ (collectively, the *"Underwriters"*), and the other documents, certificates and opinions delivered pursuant to the Purchase Agreement, and we have participated in various conferences with representatives of and counsel for the Underwriters, representatives of and counsel for the Issuer, and representatives of the Issuer's financial advisor relating to the preparation of the Preliminary Official Statement and the Official Statement.

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In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency or the documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). We have assumed that all documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

On the basis of such examination, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the Issuer.

2. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. [The statements contained in the Official Statement under the sections entitled "INTRODUCTION" (except for the material under the subheadings entitled, "– The Authority and the System, "Professional Services," and "Contact Persons"), "THE 2023 BONDS" (except for the material under the subheadings entitled "—Sources and Uses of Funds," "—Debt Service on the 2023 Bonds," and "—Book-Entry System"), and "SECURITY FOR THE 2023 BONDS—Flow of Funds," "—Issuance of Additional Senior Bonds," "TAX MATTERS," APPENDIX C and APPENDIX D, insofar as such statements purport to summarize or extract certain provisions of the Bonds, the Indenture, and our opinion with respect to the tax status of interest on the Bonds, present an accurate summary or extract, as applicable, of such provisions and opinion in all material respects.

Because the primary purp]ose of our professional engagement as bond counsel was not to establish factual matters, and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Preliminary Official Statement and Official Statement, except to the extent expressly set forth in paragraph 3 above, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. However, based upon the information made available to us in our role as bond counsel to the Issuer in the course of our participation in the preparation of the Preliminary Official Statement and Official Statement and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and Official Statement, nothing has come to the attention of the lawyers of our firm rendering legal services in connection with such representation which would lead us to believe that the Preliminary Official Statement or the Official Statement (except for any financial, statistical, demographic, operating or economic data or forecasts, numerical information or forecasts, estimates, assumptions or expressions of opinion included therein, or any information about [book-entry, The Depository Trust Company, or the information in the Official Statement under the tables entitled, "Sales and Use Tax Rates," "Historical Pledged Sales and Use Tax Collections" and "Monthly Sales and Use Tax Collections" contained under the caption, "SECURITY FOR THE 2023 BONDS," or under the sections entitled, "HISTORICAL DEBT SERVICE

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COVERAGE," "PROJECTED DEBT SERVICE COVERAGE," "UTAH TRANSIT AUTHORITY," "DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY," and "FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY," and "LEGAL MATTERS," or in APPENDIX A, APPENDIX F and APPENDIX G,] as to which we express no view) as of its date and as of the date hereof contained any untrue statements of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule (as defined in the Purchase Agreement)) or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

In rendering our opinion, we wish to advise you that the enforceability of the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and to the exercise of judicial discretion in appropriate cases.

This letter is furnished by us as bond counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as the Underwriters of the Bonds as provided in the Purchase Agreement, is solely for your benefit as the Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by the owners of the Bonds or by any party to whom it is not addressed.

Respectfully submitted,

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EXHIBIT B

[PROPOSED FORM OF GENERAL COUNSEL OPINION]

[To be Dated Closing Date]

[List Underwriters]

Zions Bancorporation, National Association

Gilmore & Bell, P.C.

I have acted as General Counsel for the Utah Transit Authority (the *"Issuer"*) in connection with the issuance of its $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

In this connection, I, or other staff attorneys working under my direction, have examined: (i) executed counterparts of the Indenture; (ii) all laws, proceedings and documents relating to the organization, rights, powers, authorities and procedures of and other legal requirements applicable to the Issuer, including without limitation the Utah Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (the *"Act"*); (iii) an executed counterpart of the Continuing Disclosure Undertaking relating to the Bonds (the *"Continuing Disclosure Undertaking"*); (iv) the proceedings of the Issuer, including without limitation, the resolution of the Issuer adopted by its Board of Trustees on _____, 2023 (the *"Resolution"*), relating to the issuance of the Bonds and the sale of the Bonds to _____ and _____ (collectively, the *"Underwriters"*), pursuant to that certain Bond Purchase Agreement dated _____, 2023 (the *"Purchase Agreement"*), between the Issuer and the Underwriters; (v) an executed counterpart of the Purchase Agreement; (vi) a copy of the resolution adopted by the State Bonding commission on _____, 2023 (the *"SBC Resolution"*) approving the issuance by the Issuer of the Bonds; and (vii) such other documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Capitalized terms used herein without definition shall have the meanings specified in the Indenture.

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This opinion is delivered to you in satisfaction of the requirements of Section 7(3)(d) of the Purchase Agreement. Based on the foregoing examination, I am of the opinion that:

1. The Issuer is a public transit district duly organized and validly existing under the constitution and laws of the State of Utah, including the Act, with full power and authority under the Act to issue the Bonds, to execute, deliver and perform its obligations under the Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement, and to obtain the Sales and Use Taxes (as defined in the Indenture).

2. The Resolution has been duly adopted by the Board of Trustees of the Issuer in public meetings held in compliance with the laws of the State of Utah, including the Utah Open Meeting Law, Title 52, Chapter 4, Utah Code Annotated 1953, as amended, and is in full force and effect as of the date hereof.

3. Based upon my participation in the transaction as General Counsel to the Issuer, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement dated _____, 2023 (the *"Preliminary Official Statement"*) or the Official Statement dated _____, 2023 (the *"Official Statement"*), in connection with the issuance and sale of the Bonds, nothing has come to my attention that would lead me to believe that the Preliminary Official Statement or the Official Statement, as of the date thereof or hereof, contained or contains an untrue statement of a material fact or omits to state a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule (as defined in the Purchase Agreement)) required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect, except that I express no view as to financial statements and statistical data contained in the Preliminary Official Statement or the Official Statement.

4. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which is pending or threatened against the Issuer (a) contesting compliance with the Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended, with respect to the adoption of the Resolution, (b) to restrain or enjoin the issuance or delivery of any of the Bonds, the collection or allocation of Pledged Revenues (as defined in the Indenture) or the deposit and application of Pledged Revenues under the Indenture, (c) in any way contesting or affecting the authority for the issuance of the Bonds, the validity of the Act, the Bonds, the Indenture, the Continuing Disclosure Undertaking, the Resolution, or the Purchase Agreement or the power or authority of the Issuer to perform the covenants or undertakings contained therein, or the excludability from gross income for federal income tax purposes of interest on the Bonds, or (d) in any way contesting the organization, existence or powers of the Issuer, nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validly or enforceability of the Act or the authorization, execution, delivery or performance by the Issuer of the Bonds, the

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Indenture, the Continuing Disclosure Undertaking, the Resolution, or the Purchase Agreement; provided that opinions relating to the enforceability of any instrument are subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and to general principles of equity.

5. The execution and delivery of the Bonds, the Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement, and compliance with the provisions thereof and of the Resolution by the Issuer, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the Issuer is subject.

6. Except for the SBC Resolution, no approval or other action by any governmental authority or agency is required in connection with the issuance and sale of the Bonds or the execution, delivery or performance by the Issuer of the Indenture, the Continuing Disclosure Undertaking, or the Purchase Agreement.

7. The Indenture create the valid pledges of the Pledged Revenues for the benefit of the owners of the Bonds and the other bonds issued under the Indenture that the Indenture purport to create. The Indenture creates a valid first lien on the Pledged Revenues (as defined in the Indenture).

8. The Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement have been duly authorized, executed and delivered by the Issuer, and each constitutes a valid and binding obligation of the Issuer, enforceable in accordance with its terms.

9. The Issuer owns or will acquire all real property, interests in real property, structures, equipment, easements, permits (other than certain road construction permits from the Utah Department of Transportation, which are obtained as construction progresses), rights of way and licenses necessary for the construction and operation of the System (as defined in the Indenture).

Very truly yours,

_____

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EXHIBIT C

[PROPOSED FORM OF UNDERWRITERS' COUNSEL OPINION]

[To be Dated Closing Date]

[List Underwriters]

Ladies and Gentlemen:

We have acted as counsel to you in connection with your purchase of the Utah Transit Authority's (the *"Issuer"*) $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of _____ 1, 2023 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2023 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

Capitalized terms used herein without definition shall have the meanings specified in the Bond Purchase Agreement, dated _____, 2023, between the Issuer and _____ and _____ (collectively, the *"Underwriters"*).

We have rendered legal advice and assistance to you as to the requirements of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the *"Rule"*), in connection with your review, for purposes of the Rule, of the Continuing Disclosure Undertaking, relating to the Bonds (the *"Undertaking"*) of the Issuer. Based upon our examination of the Undertaking, the Rule and such other documents and matters of law as we have considered necessary, we are of the opinion that, under existing law, the Undertaking complies in all material respects with the applicable requirements of the Rule.

Based upon our examination of such documents and questions of law as we have deemed relevant in connection with the offering and sale of the Bonds under the circumstances described in the Official Statement referred to below, we are of the opinion that, under existing law, the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Indenture are not required to be qualified under the Trust Indenture Act of 1939, as amended.

In accordance with our understanding with you, we also have rendered legal advice and assistance to you in the course of your investigation with respect to, and your participation in the

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preparation of, the Preliminary Official Statement dated _____, 2023 (the *"Preliminary Official Statement"*) and the Official Statement, dated _____, 2023 (the *"Official Statement"*) and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of the Issuer, and other appropriate persons. We also participated in conferences with your representatives and other persons involved in the preparation of information for the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and revised. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Preliminary Official Statement or the Official Statement (apart from (i) the information relating to The Depository Trust Company and its book-entry-only system and (ii) the financial, operating and statistical data contained therein, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule) required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriters and is solely for the benefit of the Underwriters. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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EXHIBIT D

CERTIFICATE OF THE ISSUER

I, the _____ of the Utah Transit Authority (the *"Issuer"*) hereby certify that the Official Statement of the Issuer dated _____, 2023, relating to its [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2023, as the same may have been amended or supplemented to the date hereof, does not contain an untrue statement of a material fact or omit to state a fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. I have made such inquiries as were necessary for me to render this certificate.

DATED: _____, 2023.

UTAH TRANSIT AUTHORITY

By_____
Name_____
Title_____

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EXHIBIT F

FORM OF PRELIMINARY OFFICIAL STATEMENT

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This PRELIMINARY OFFICIAL STATEMENT and the information contained herein are subject to completion, amendment, or other change without any notice. Under no circumstances shall this PRELIMINARY OFFICIAL STATEMENT constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

DRAFT PRELIMINARY OFFICIAL STATEMENT DATED June 29, 2023

NEW ISSUE **Ratings:** 2023 Bonds—Fitch "__;" Moody's "___," S&P "___"
See "MISCELLANEOUS—Bond Ratings" herein.

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the 2023 Bonds is exempt from State of Utah individual income taxes. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" herein.

Utah Transit Authority

$103,035,000* Sales Tax Revenue Refunding Bonds, Series 2023

The $103,035,000* Sales Tax Revenue Refunding Bonds, Series 2023 (the "2023 Bonds") are issued by the Authority as fully–registered bonds and, when initially issued, will be in book–entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the 2023 Bonds.

Principal of and interest on the 2023 Bonds (interest payable June 15 and December 15 of each year, commencing June 15, 202_) are payable by Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah, as Paying Agent, to the registered owners thereof, initially DTC.

The 2023 Bonds are subject to redemption prior to maturity as described herein. See "THE 2023 BONDS—Redemption Provisions" herein.

The 2023 Bonds are being issued to purchase for the purpose of refunding, certain tendered senior and subordinate sales tax revenue bonds previously issued by the Authority and paying related costs of issuance. See "PLAN OF REFUNDING" herein.

The 2023 Bonds, together with certain outstanding and additional senior lien parity obligations issued under the Senior Indenture (collectively, the "Senior Bonds"), are special limited obligations of the Authority that are payable solely from and secured by a pledge of Pledged Revenues and certain other moneys pledged therefor in the Senior Indenture.

The principal and expected source of Pledged Revenues consists of certain sales and use taxes collected by the Authority. No assurance can be given that the Pledged Revenues will remain sufficient for the payment of principal of and interest on the 2023 Bonds, and the Authority is limited by Utah law in its ability to increase the rate of such taxes. See "INVESTMENT CONSIDERATIONS AFFECTING UTAH TRANSIT AUTHORITY AND THE 2023 BONDS" herein. The 2023 Bonds do not constitute a general obligation of the Authority and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah (other than the Authority). The Authority will not mortgage or grant any security interest in any of its physical assets to secure payment of the 2023 Bonds. See "SECURITY FOR THE 2023 BONDS" herein.

Dated: Date of Delivery[1] Due: December 15, as shown on the inside front covers

See the inside front covers for the maturities of the 2023 Bonds

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This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.

This OFFICIAL STATEMENT is dated [August __, 2023], and the information contained herein speaks only as of that date.

Wells Fargo
Corporate & Investment Banking

* Preliminary; subject to change. Assumes 30% of eligible bonds are tendered.

[1] The anticipated date of delivery is _____, August__, 2023.

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Utah Transit Authority

$103,035,000*

Sales Tax Revenue Refunding Bonds
Series 2023

Dated: Date of Delivery[1] **Due: December 15, as shown below**

$_____* Serial Bonds

Due December 15*	CUSIP® 917567	Principal Amount*	Interest Rate	Yield/ Price

$_____* ____% Term Bond Due December 15, 20__*—Priced to Yield ____%

(CUSIP®917567 ___)

* Preliminary; subject to change. Assumes 30% of the eligible bonds are tendered.

[1] The anticipated date of delivery is Wednesday, August __, 2023.

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Table Of Contents

Page

INTRODUCTION 1
The Authority And The System; Revenues 1
The 2023 Bonds; Purpose 2
Security And Source Of Payment 2
Authorization Of The 2023 Bonds; Outstanding Senior Bonds; Additional Senior Bonds 2
Redemption Provisions 2
Registration, Denominations, Manner Of Payment 3
Transfer Or Exchange; Regular Record Date 3
Tax Matters Regarding The 2023 BONDS 3
Professional Services 4
Conditions Of Delivery, Anticipated Date, Manner And Place Of Delivery 4
Continuing Disclosure Undertaking 4
Basic Documentation 4
Contact Persons 4
CONTINUING DISCLOSURE UNDERTAKING 5
INVESTMENT CONSIDERATIONS AFFECTING UTAH TRANSIT AUTHORITY AND THE 2023 BONDS 5
Dependence On Sales And Use Tax Revenues 6
Federal Funding 6
Operational Risks 6
Climate Change Risk; Natural Disasters And Global Health Emergencies 7
PLAN OF REFUNDING 7
THE 2023 BONDS 9
General 9
Sources And Uses Of Funds 9
Redemption Provisions 9
Notice Of Redemption 10
Debt Service On The 2023 Bonds 11
Book–Entry System 11
SECURITY FOR THE 2023 BONDS 11
Flow Of Funds 12
Sales And Use Taxes 13
No Debt Service Fund For The 2023 Bonds; Debt Service Reserve Funds For Outstanding Senior Bonds 18
Issuance Of Additional Senior Bonds And Additional Subordinate Bonds 18
HISTORICAL DEBT SERVICE COVERAGE 18
PROJECTED DEBT SERVICE COVERAGE 19
UTAH TRANSIT AUTHORITY 20
General 20
Service Facilities 20
Integrated Bus, Light Rail And Commuter Rail Systems 20
Ongoing Capital Projects Of The Authority 22
Management 22
Employee Workforce, Labor Relations, Retirement System, Other Post–Employment Benefits 24
Risk Management; Recent Seismic Activity; Cybersecurity 25
Investment Of Funds 26
The Authority's Service Area 27
DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY 29
Outstanding Debt Of The Authority 29
Lease Obligations; Interlocal Utah County UVX Agreement 30

Page

Debt Service Schedule Of Outstanding Sales Tax Revenue Bonds By Fiscal Year 32
No Defaulted Obligations 35
Future Issuance Of Debt; State of Utah Department of Transportation Loan 35
FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY 35
Management's Discussion And Analysis Of Financial Operations 35
Fund Structure; Accounting Basis 36
Budget Process 36
Designated Reserve Funds Of The Authority 36
The Authority's Unaudited Monthly Financial Summaries (January 2023 through May 31, 2023) 37
Five Year Financial Summaries 41
Other Financial Information 44
Federal Grants 44
LEGAL MATTERS 45
Absence Of Litigation Concerning The 2023 BONDS 45
Ongoing Litigation To Which The Authority Is A Party 45
General 45
TAX MATTERS 46
Other Tax Consequences 46
MISCELLANEOUS 47
Bond Ratings 47
Trustee 48
Underwriter 48
Municipal Advisor 48
Independent Auditors 49
Additional Information 49
APPENDIX A ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022 ..... A–1
APPENDIX B EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE B–1
APPENDIX C FORM OF OPINION OF BOND COUNSEL C–1
APPENDIX D FORM OF CONTINUING DISCLOSURE UNDERTAKING D–1
APPENDIX E BOOK–ENTRY SYSTEM E–1
APPENDIX F CERTAIN INFORMATION REGARDING THE SERVICE AREA F–1

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This OFFICIAL STATEMENT does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of the 2023 Bonds (as defined herein) by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained herein, and if given or made, such other informational representations must not be relied upon as having been authorized by any of Utah Transit Authority (the "Authority"); Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah (as Paying Agent and Trustee); Zions Public Finance Inc., Salt Lake City, Utah (as Municipal Advisor); Wells Fargo Corporate & Investment Banking, Salt Lake City, Utah (the "Underwriter"); or any other entity. All other information contained herein has been obtained from the Authority, The Depository Trust Company, New York, New York and from other sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this OFFICIAL STATEMENT nor the issuance, sale, delivery, or exchange of the 2023 Bonds, shall under any circumstance create any implication that there has been no change in the affairs of the Authority since the date hereof.

The 2023 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exemptions contained in such act. Any registration or qualification of the 2023 Bonds in accordance with applicable provisions of the securities laws of the states in which the 2023 Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Any representation to the contrary is unlawful.

These 2023 Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this OFFICIAL STATEMENT. Any representation to the contrary is a criminal offense.

The yields/prices at which the 2023 Bonds are resold to the public may vary from the initial reoffering yields/prices on the inside cover pages of this OFFICIAL STATEMENT. In addition, the Underwriter may allow concessions or discounts from the initial resale prices of the 2023 Bonds to dealers and others. In connection with the offering of the 2023 Bonds, the Underwriter may engage in transactions that stabilize, maintain, or otherwise affect the price of the 2023 Bonds. Such transactions may include overallotments in connection with the purchase of 2023 Bonds and the purchase of 2023 Bonds to stabilize their market price. Such transactions, if commenced, may be discontinued at any time.

Forward–Looking Statements. Certain statements included or incorporated by reference in this OFFICIAL STATEMENT constitute "forward–looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "project," "forecast," "expect," "estimate," "budget" or other similar words. ***The achievement of certain results or other expectations contained in such forward–looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future resulting performance or achievements expressed or implied by such forward–looking statements. The Authority does not plan to issue any updates or revisions to those forward–looking statements if or when its expectations, or events, conditions, or circumstances on which such statements are based occur. Investors are cautioned not to place undue reliance on any such forward–looking statements. See "INVESTMENT CONSIDERATIONS AFFECTING UTAH TRANSIT AUTHORITY AND THE 2023 BONDS" and "PROJECTED DEBT SERVICE COVERAGE" herein.***

The CUSIP® (the Committee on Uniform Securities Identification Procedures) identification numbers are provided on the inside cover pages of this OFFICIAL STATEMENT and are being provided solely for the convenience of bondholders only, and the Underwriter, the Authority and the Municipal Advisor make no representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP® numbers are subject to being changed after the issuance of the 2023 Bonds because of various subsequent actions including, but not limited to, a refunding in whole or in part of the 2023 Bonds.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this OFFICIAL STATEMENT for purposes of, and as that term is defined in, United States Securities and Exchange Commission Rule 15c2–12.

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Important Information Concerning Offering Restrictions In Certain Jurisdictions Outside the United States

The information concerning offering restrictions in certain jurisdictions outside the United States has been supplied by the Underwriter for inclusion in this OFFICIAL STATEMENT and the Authority does not assume any responsibility for such information. The 2023 Bonds may not be offered outside of the United States.

Japan: Notice to Prospective Investors in Japan

The 2023 Bonds have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended ("FIEA")) and, accordingly, neither the 2023 Bonds nor any interest in them may be offered or sold, directly or indirectly, in Japan or to, or for the benefit, of any resident of Japan or to others for re–offering or resale, directly or indirectly, in Japan or to a resident of Japan except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "resident of Japan" means a natural person having his/her place of domicile or resident in Japan, or a legal person having its main office in Japan. A branch, agency, or other office in Japan or a non–resident, irrespective of whether it is legally authorized to represent its principal or not, shall be deemed to be a resident of Japan even if its main office is in any country other than Japan. Resident of Japan shall exclude non–residents of Japan, as such term is defined in Article 6, Paragraph 1, Sub–Paragraph 6 of the Foreign Exchange and Trade Act of Japan (Act. No. 228 of 1949, as amended).

For Primary Offerings: The offering of the 2023 Bonds in Japan are being made by means of a private placement to qualified institutional investors (tekikaku–kikan–toshika) (within the meaning of such term provided for under Article 2, Paragraph 3, Sub–Paragraph 1 of FIEA and Article 10, Paragraph 1 of the Cabinet Office Ordinance concerning Definitions provided in Article 2 of the Financial Instruments and Exchange Act in Japan (Ministry of Finance Ordinance No. 14 of 1993, as amended)) ("QIIS"). The offering of the 2023 Bonds in Japan shall be made on the conditions that the 2023 Bonds shall not be transferred to any person other than QIIS and a document including the information on the 2023 Bonds and to be delivered to a prospective purchaser shall state that the 2023 Bonds shall not be transferred to any person other than a QIIS.

For Secondary Offerings: The sales of the 2023 Bonds in Japan are being made by means of a private secondary distribution (shiuridashi) limited to a QIIS. The registration in accordance with Article 4, Paragraph 1 of the FIEA has not been made in respect of such sale, because such sale falls under Article 2, Paragraph 4, Sub–Paragraph 2 (i) of the FIEA. The sales of the 2023 Bonds in Japan shall be made on the conditions that the 2023 Bonds shall not be transferred to any person other than QIIS and a document including the information on the 2023 Bonds and to be delivered to a prospective purchaser shall state that the 2023 Bonds shall not be transferred to any person other than a QIIS.

Upon any subsequent offer for sale or solicitation of offers for the purchase of such 2023 Bonds by a seller in Japan, the prospective purchaser shall be notified in writing and in advance of or simultaneously with such solicitation: (i) that the registration in accordance with Article 4, Paragraph 1 of the FIEA has not been made in respect of such solicitation, because such solicitation falls under Article 2, Paragraph 4, Sub–Paragraph 2 (i) of the FIEA and (ii) that a document including the information on the 2023 Bonds and to be delivered to a prospective purchaser shall state that the 2023 Bonds shall not be transferred to any person other than a QIIS.

Taiwan: Notice to Prospective Investors in Taiwan

The Underwriter has not and will not secure the required licenses in accordance with Taiwan law for the offer of the 2023 BONDS. The offer of the 2023 Bonds has not been and will not be registered or filed with or approved by the Financial Supervisory Commission of Taiwan, the Republic of China ("Taiwan") and/or other regulatory authority pursuant to relevant securities laws and regulations of Taiwan and may not be issued, offered or sold within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the securities and exchange act of Taiwan or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the 2023 Bonds in Taiwan.

South Korea: Notice to Prospective Investors in Korea

The 2023 Bonds have not been registered with the Financial Services Commission of Korea pursuant to the financial investment services and capital market act of Korea and the regulations thereunder. The Underwriter has represented and agreed that they have not and will not, directly, or indirectly, sell or deliver any 2023 Bonds in Korea or to, or, for the account or

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benefit of, any resident of Korea (as such term is defined in the foreign exchange transaction act of Korea) or to others for reoffering or resale, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea, except as otherwise permitted by applicable laws and regulations of Korea.

Hong Kong: Notice to Prospective Investors in Hong Kong

Warning–the contents of this OFFICIAL STATEMENT have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this OFFICIAL STATEMENT you should obtain independent professional advice.

By the securities legislation of Hong Kong the 2023 Bonds have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies VII (winding up and miscellaneous provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that ordinance. No advertisement, invitation or document relating to the 2023 Bonds has been or may be issued, or has been or may be in the possession of any person for the purposes of issue, or will be issued or will be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the 2023 Bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that ordinance.

United Kingdom: Notice to Prospective Investors in the United Kingdom

Prohibition on Sales to UK Retail Investors. The 2023 Bonds are not intended to be offered, sold, or otherwise made available to and will not be offered, sold, or otherwise made available to any UK retail investor in the United Kingdom ("UK"). For purposes of this provision:

(a) The expression "UK retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in Point (8) of Article 2 of Commission Delegated Regulation (EU) 2017/565, as it forms part of UK domestic law by virtue of the European Union (withdrawal) Act 2018 (as amended, the "EUWA") and as amended; or

(ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000 (as amended, ("FSMA") and any rules or regulations made under FSMA (such rules and regulations as amended) to implement directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in Point (8) of Article 2(1) of Regulation (EU) No 600/2014, as it forms part of UK domestic law by virtue of the EUWA and as amended; or

(iii) not a qualified investor ("UK Qualified Investor") as defined in Article 2 of Regulation (EU) 2017/1129, as it forms part of UK domestic law by virtue of the EUWA and as amended (the "UK Prospectus Regulation"); and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the 2023 Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the 2023 Bonds.

Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended), as it forms part of UK domestic law by virtue of the EUWA and as amended (the "UK PRIIPS Regulation") for offering or selling the 2023 Bonds or otherwise making them available to UK retail investors in the UK has been prepared, and therefore, offering or selling the 2023 Bonds or otherwise making them available to any UK retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

Other UK Offering Restrictions. This OFFICIAL STATEMENT is not a prospectus for the purposes of the UK Prospectus Regulation. This OFFICIAL STATEMENT has been prepared on the basis that any offer of 2023 Bonds in the UK will only be made to UK Qualified Investors. Accordingly any person making or intending to make an offer in the UK of 2023 Bonds may only do so with respect to UK Qualified Investors. The Authority nor the Underwriter have authorized, nor do they authorize, the making of any offer of 2023 Bonds in the UK other than to UK Qualified Investors.

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Other UK Regulatory Restrictions. In the UK, this OFFICIAL STATEMENT is being communicated only to and is being directed only at, persons who (1) have professional experience in matters relating to investments and who fall within Article 19(5) of the Financial Services and Markets Act 2000 (financial promotion) Order 2005 (as amended, the "Financial Promotion Order"), (2) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order or (3) are persons to whom it may otherwise lawfully be communicated under Section 21 of FSMA (all such persons together being referred to as "relevant persons"). In the UK, this OFFICIAL STATEMENT must not be acted on or relied on by persons who are not relevant persons. In the UK, any investment or investment activity to which this OFFICIAL STATEMENT relates, including the 2023 Bonds, is available only to relevant persons and will be engaged in only with relevant persons.

No person may communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) received by it in connection with the issue or sale of the 2023 Bonds other than in circumstances in which Section 21 (1) of FSMA does not apply.

Potential investors in the UK are advised that all, or most, of the protections afforded by the UK Regulatory System will not apply to an investment in the 2023 Bonds and that compensation will not be available under the UK Financial Services Compensation Scheme.

European Economic Area: Notice to Prospective Investors in the European Economic Area

Prohibition on Sales to EU Retail Investors. The 2023 Bonds are not intended to be offered, sold, or otherwise made available to and will not be offered, sold, or otherwise made available to any EU retail investor in the European Economic Area ("EEA"). For purposes of this provision:

(a) The expression "EU retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in Point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MIFID II"); or

(ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client, as defined in Point (10) of Article 1(1) of MIFID II; or

(iii) not a qualified investor ("EU Qualified Investor") as defined in Article 2 of Regulation (EU) 2017/1129 (as amended, the "EU Prospectus Regulation"); and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the 2023 Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the 2023 Bonds.

Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "EU PRIIPS Regulation") for offering or selling the 2023 Bonds or otherwise making them available to EU retail investors in the EEA has been prepared, and therefore, offering or selling the 2023 Bonds or otherwise making them available to any EU retail investor in the EEA may be unlawful under the EU PRIIPS Regulation.

Other EEA Offering Restrictions. This OFFICIAL STATEMENT is not a prospectus for the purposes of the EU Prospectus Regulation. This OFFICIAL STATEMENT has been prepared on the basis that any offer of 2023 Bonds in the EEA will only be made to EU Qualified Investors. Accordingly, any person making or intending to make an offer in the EEA of 2023 Bonds may only do so with respect to EU Qualified Investors. The Authority nor the Underwriter have authorized, nor do they authorize, the making of any offer of 2023 Bonds in the EEA other than to EU Qualified Investors.

Switzerland: Notice to Prospective Investors in Switzerland

Prohibition on Sales to Swiss Retail Investors. The 2023 Bonds are not intended to be offered, sold, or otherwise made available to and should not be offered, sold, or otherwise made available to any retail investor in Switzerland. For these purposes, a retail investor means a person who is a retail client as defined in Article 4 of the Swiss Financial Services Act ("FINSA").

No key information document according to FINSA or any equivalent document under FINSA has been prepared in relation to the 2023 Bonds, and, therefore, the 2023 Bonds may not be offered or recommended to retail clients within the meaning of FINSA in Switzerland.

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Exemption to Prepare a FINSA Compliant Prospectus. The offering of the 2023 Bonds in Switzerland is exempt from the requirement to prepare and publish a prospectus under FINSA because such offering is made to professional clients and institutional clients within the meaning of FINSA only. This OFFICIAL STATEMENT does not constitute a prospectus pursuant to FINSA, and no such prospectus has been or will be prepared for or in connection with the offering of the 2023 BONDS.

Canada: Notice to Prospective Investors in Canada

The 2023 Bonds may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45–106 Prospectus Exemptions or Subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31–103 registration requirements, exemptions, and ongoing registrant obligations. Any resale of the 2023 Bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this OFFICIAL STATEMENT (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to Section 3A.3 of National Instrument 33–105 underwriting conflicts (NI 33–105), the Underwriter is not required to comply with the disclosure requirements of NI 33–105 regarding underwriter conflicts of interest in connection with this offering.

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OFFICIAL STATEMENT RELATED TO

Utah Transit Authority

$103,035,000*
Sales Tax Revenue Refunding Bonds, Series 2023

INTRODUCTION

This introduction is only a brief description of the 2023 Bonds (as hereinafter defined), the security and source of payment for the 2023 Bonds, and certain information regarding Utah Transit Authority (the "Authority"). The summary information contained herein is expressly qualified by reference to the entire OFFICIAL STATEMENT. Investors are urged to make a full review of the entire OFFICIAL STATEMENT as well as of the documents summarized or described herein.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction herewith. See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022;" "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE;" "APPENDIX C—FORM OF OPINION OF BOND COUNSEL;" "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING;" "APPENDIX E—BOOK–ENTRY SYSTEM;" and "APPENDIX F—CERTAIN INFORMATION REGARDING THE SERVICE AREA."

When used herein the terms "Fiscal Year[s] 20YY" or "Fiscal Year[s] End[ed][ing] December 31, 20YY" shall refer to the year beginning on January 1 and ending on December 31 of the year indicated and the terms "Calendar Year[s] 20YY" or "Calendar Year[s] End[ed][ing] December 31, 20YY" shall refer to the year beginning on January 1 and ending on December 31 of the year indicated. Capitalized terms used but not otherwise defined herein have the same meaning as given to them in "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE–Definitions", as applicable.

The Authority And The System; Revenues

Authority. The Authority, which was organized in 1970, operates and exists under the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (the "Utah Code"), and other applicable provisions of Limited Purpose Local Government Entities–Local Districts, Title 17B, Utah Code (collectively, the "Transit Act"). The Authority's service area (the "Service Area") lies in the region commonly referred to as the Wasatch Front, located in the State of Utah.

The Service Area extends from the Wasatch Mountains on the east to the Great Salt Lake on the west, consists of an area of approximately 1,400 square miles, and covers all or portions of six principal counties (Box Elder, Davis, Salt Lake, Tooele, Utah, and Weber). The Service Area also includes a very small portion of Juab County. The 2022 population of Authority's service area s is approximately 2,695,629, which represents 80% of the State's total population[1].

System. The Authority owns and operates an integrated mass transit system (as more fully described herein, the "System"). The System includes: (i) a fleet of buses and vans; (ii) a light rail transit system; and (iii) a commuter rail system. See "UTAH TRANSIT AUTHORITY" below.

Revenues. The Authority receives its revenues from: (i) certain sales and use taxes charged in the Authority's Service Area; (ii) passenger fare revenues and other revenues attributable to the ownership and operation of the System; and (iii) other miscellaneous income. See "SECURITY FOR THE 2023 BONDS" below.

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* Preliminary; subject to change.

[1] Source: Bureau of Economic Analysis. The Authority serves only portions of Box Elder County (including Brigham City, Perry and Willard) and Tooele County (including Erda, Lakepoint, Stansbury Park and Lincoln. The Authority also serves a small portion of Juab County.

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The 2023 Bonds; Purpose

The 2023 Bonds. This OFFICIAL STATEMENT, including the cover page, introduction, and Appendices (the "OFFICIAL STATEMENT"), provides information in connection with the issuance and sale by the Authority of its $103,035,000* Sales Tax Revenue Bonds, Series 2023 (the "2023 Bonds"), initially issued in book–entry form.

Purpose. The 2023 Bonds are being issued to purchase for the purpose of refunding, certain tendered senior and subordinate sales tax revenue bonds previously issued by the Authority and paying related costs of issuance. Certain proceeds from the 2023 Bonds will be used to pay costs associated with issuance of the 2023 Bonds. See "PLAN OF REFUNDING" and "THE 2023 BONDS—Sources And Uses Of Funds" below.

Security And Source Of Payment

The 2023 Bonds are special limited obligations of the Authority payable solely from the Pledged Revenues (as herein defined), as provided in the Senior Indenture and the Subordinate Indenture (as herein defined). The most significant source of Pledged Revenues is the sales and use taxes described below under "SECURITY FOR THE 2023 BONDS—Sales And Use Taxes–Pledge of Sales and Use Taxes" (the "Sales and Use Taxes"). The 2023 Bonds are not a general obligation or a pledge of the full faith and credit of the Authority, the State or any agency, instrumentality, or political subdivision thereof. The issuance of the 2023 Bonds shall not directly, indirectly, or contingently obligate the Authority or the State or any agency, instrumentality, or political subdivision thereof to levy any form of ad valorem taxation therefor.

There is no Debt Service Reserve Fund for the 2023 Bonds. See "SECURITY FOR THE 2023 BONDS—No Debt Service Reserve Fund" herein.

See also, "SECURITY FOR THE 2023 BONDS—Sales And Use Taxes" and "PROJECTED DEBT SERVICE COVERAGE" below.

Authorization Of The 2023 Bonds; Outstanding Senior Bonds; Additional Senior Bonds

Authorization of the 2023 Bonds. The 2023 Bonds are being issued pursuant to the Transit Act; the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (the "Refunding Act"); and the Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously amended and supplemented (the "Senior General Indenture"), between the Authority and Zion Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah, as trustee (the "Trustee"); and as further supplemented and amended by a Sixteenth Supplemental Indenture of Trust, dated as of [August 1, 2023] between the Authority and the Trustee (the "Sixteenth Supplemental Senior Indenture" and, together with the Senior General Indenture, the "Senior Indenture"), providing for the issuance of the 2023 Bonds.

Outstanding Senior Bonds; Additional Senior Bonds. The 2023 Bonds, the bonds previously issued by the Authority pursuant to the Senior Indenture (the "Outstanding Senior Bonds") and any additional bonds that may be issued from time to time under the Senior Indenture (the "Additional Senior Bonds" and, collectively with the Outstanding Senior Bonds and the 2023 Bonds, the "Senior Bonds"), are equally and ratably secured by a pledge of Pledged Revenues and certain other funds, as provided in the Senior Indenture. Upon the issuance of the 2023 Bonds, the Authority will have $_____* aggregate principal amount of Senior Bonds outstanding under the Senior Indenture (as of the closing and delivery of the 2023 Bonds and the refunding of the 2020B Senior Refunded Bonds, the 2019B Senior Refunded Bonds, the 2016 Subordinate Refunding Bonds and the 2015A Subordinate Refunded Bonds, as hereinafter defined).

See "SECURITY FOR THE 2023 BONDS" below.

Redemption Provisions

The 2023 Bonds are subject to redemption prior to maturity as described herein. See "THE 2023 BONDS—Redemption Provisions" below.

* Preliminary; subject to change. Assumes 30% of the eligible bonds are tendered.

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Registration, Denominations, Manner Of Payment

The 2023 Bonds are issuable only as fully–registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC") and DTC will act as securities depository for the 2023 Bonds. Purchases of 2023 Bonds will be made in book–entry form only, in $5,000 principal amounts or any whole multiple thereof and, through brokers and dealers who are, or who act through, DTC Participants (as defined herein). Beneficial Owners (as defined herein) of the 2023 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2023 Bonds. "Direct Participants," "Indirect Participants" and "Beneficial Owners" are defined in "APPENDIX F—BOOK–ENTRY SYSTEM."

Principal of and interest on the 2023 Bonds are payable by the Trustee to the registered owners of the 2023 Bonds. So long as Cede & Co. is the sole registered owner, it will, in turn, remit such principal and interest to its Direct Participants, for subsequent disbursements to the Beneficial Owners of the 2023 Bonds, as described in "APPENDIX F—BOOK–ENTRY SYSTEM."

So long as DTC or its nominee is the sole registered owner of the 2023 BONDS, neither the Authority nor the Trustee will have any responsibility or obligation to any Direct or Indirect Participants of DTC, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, Indirect Participants, or the Beneficial Owners of the 2023 Bonds. Under these circumstances, references herein and in the respective Indentures to the "Bondowners" or "Registered Owners" of the 2023 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2023 Bonds.

Transfer Or Exchange; Regular Record Date

Transfer or Exchange. If the book–entry system is terminated with respect to the 2023 Bonds, and in all cases in which the privilege of exchanging or transferring the 2023 Bonds is exercised, the Authority shall execute, and the Trustee shall authenticate and deliver, the 2023 Bonds in accordance with the provisions of the respective Indentures. For every such exchange or transfer of the 2023 BONDS, the Trustee shall require payment by the Registered Owner of any tax or other governmental charge required to be paid with respect to such exchange or transfer of the 2023 Bonds.

Regular Record Date. The Regular Record Date means the 15th day (whether or not a Business Day) next preceding each Interest Payment Date. The Special Record Date means such date as may be fixed for the payment of defaulted interest on the 2023 Bonds in accordance with the respective Indentures. The Authority and the Trustee shall not be required to transfer or exchange any 2023 Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day 15 days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day 15 days prior to the mailing of notice calling any 2023 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such 2023 Bond for redemption.

Tax Matters Regarding The 2023 BONDS

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the 2023 Bonds is exempt from State of Utah individual income taxes.

The 2023 Bonds have not been designated as "qualified tax-exempt obligation" within the meaning of section 265(b)(3) of the Code.

See "TAX MATTERS" herein.

Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the 2023 Bonds.

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Professional Services

As of the date of this OFFICIAL STATEMENT the following have served in the capacity indicated in connection with the issuance of the 2023 Bonds:

Registrar, Paying Agent, Escrow Agent and Trustee
Zions Bancorporation National Association
Corporate Trust Department
One S Main St 12th Fl
Salt Lake City UT 84133–1109
801.844.7517 | f 801.594.8018
christian.jaramillo@zionsbancorp.com

Bond Counsel
Gilmore & Bell PC
15 W S Temple Ste 1450
Salt Lake City UT 84101
801.364.5080 | f 801.364.5032
larsen@gilmorebell.com

Municipal Advisor
Zions Public Finance Inc
One S Main St 18th Fl
Salt Lake City UT 84133–1109
801.844.7373 | f 801.844.4484
brian.baker@zionsbancorp.com

Underwriters Counsel
Chapman and Cutler LLP
215 S State St Ste 800
Salt Lake City, UT 84111
801.533.0066
ehunter@chapman.com

Conditions Of Delivery, Anticipated Date, Manner And Place Of Delivery

The 2023 Bonds are offered, subject to prior sale, when, as and if issued and received by Wells Fargo Corporate & Investment Banking, Salt Lake City, Utah (the "Underwriter"), subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed upon for the Authority by the Attorney General of the State of Utah. Certain legal matters regarding this OFFICIAL STATEMENT will be passed upon for the Underwriter by its counsel, Chapman and Cutler LLP. It is expected that the 2023 BondsS, in book–entry form, will be available for delivery to DTC or its agent on or about [Wednesday __,August __, 2023.]

Continuing Disclosure Undertaking

The Authority will enter a continuing disclosure undertaking for the benefit of the Beneficial Owners of the 2023 Bonds. For a detailed discussion of this undertaking, previous undertakings, and timing of submissions, see "CONTINUING DISCLOSURE UNDERTAKING" below and "APPENDIX C—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Basic Documentation

This OFFICIAL STATEMENT speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the Authority and the 2023 Bonds are included in this OFFICIAL STATEMENT. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Senior Indenture, the Subordinate Indenture, and the 2023 Bonds are qualified in their entirety by reference to each such document.

Descriptions of the Indentures and the 2023 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. For extracts of the Senior Indenture see "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE."

Contact Persons

As of the date of this OFFICIAL STATEMENT, additional requests for information may be directed to Zions Public Finance Inc., Salt Lake City, Utah (the "Municipal Advisor"):

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Brian Baker, Vice President, brian.baker@zionsbancorp.com
Jeanette Harris, Vice President, jeanette.harris@zionsbancorp.com
Zions Public Finance Inc
One S Main St 18th Fl
Salt Lake City UT 84133–1109
801.844.7373 | f 801.844.4484

As of the date of this OFFICIAL STATEMENT, the chief contact person for the Authority concerning the 2023 Bonds is:

Viola Miller, Chief Financial Officer
vmiller@rideuta.com
Utah Transit Authority
669 W 200 S
Salt Lake City UT 84101
801.287.3367

CONTINUING DISCLOSURE UNDERTAKING

The Authority will enter into a Continuing Disclosure Undertaking (the "Disclosure Undertaking") for the benefit of the Beneficial Owners of the 2023 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system ("EMMA") pursuant to the requirements of paragraph (b)(5) of Rule 15c2–12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. No person, other than the Authority, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the 2023 Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and other terms of the Disclosure Undertaking, including termination, amendment, and remedies, are set forth in the proposed form of Disclosure Undertaking in "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

During the five years prior to the date of this OFFICIAL STATEMENT, the Authority has not failed to comply in any material respect with its prior undertakings pursuant to the Rule.

The Disclosure Undertaking requires the Authority to submit its annual financial report (Fiscal Year Ending December 31) and other operating and financial information on or before July 18 of each year.

A failure by the Authority to comply with the Disclosure Undertaking will not constitute a default under the Indentures, and Beneficial Owners of the 2023 Bonds are limited to the remedies provided in the Disclosure Undertaking. See "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING–Consequences of Failure of the Issuer to Provide Information." A failure by the Authority to comply with the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the 2023 Bonds in the secondary market. Any such failure may adversely affect the marketability of the 2023 Bonds.

INVESTMENT CONSIDERATIONS AFFECTING UTAH TRANSIT AUTHORITY AND THE 2023 BONDS

This section contains a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this OFFICIAL STATEMENT, in evaluating an investment in the 2023 Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the 2023 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the 2023 Bonds are advised to consider the following factors, among others, and to review this entire OFFICIAL STATEMENT to obtain information essential to making of an informed investment decision. Any one or more of the investment considerations discussed below, among others, could adversely affect the financial condition of the Authority or its ability to make scheduled debt service payment on Bonds. There can be no assurance that other risks not discussed herein will not become material in the future.

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Dependence On Sales And Use Tax Revenues

Pledged Revenues consist primarily of Sales and Use Taxes pledged under the Indentures. Sales and Use Taxes depend, to a large extent, on the strength of and growth in the local economy. Downturns in the economy (such as the effects of COVID–19) may adversely affect Sales and Use Taxes. *Many of such taxes are currently levied at the maximum rates permitted by law.* The availability of any increase in sales tax rates of the Authority is determined by the State and local governments who authorize and impose such taxes, or by the voters of the local governments pursuant to referendum, as applicable.

See "SECURITY FOR THE 2023 BONDS—Sales And Use Taxes" and "FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY—Management's Discussion And Analysis Of Financial Operations" herein.

In addition, Sales and Use Taxes are dependent on the volume of the transactions subject to the tax. The Utah State Legislature (the "Legislature") has authority to revoke or diminish, directly or by expansion of exemptions to the sales tax base, the sales taxes available to the Authority. From time to time the Legislature has removed certain types of purchases from the sales tax, and, in recent years, there has been ongoing legislative discussion about sales tax in Utah. The Authority cannot predict what impact any future legislation affecting transit sales taxes may have on the Authority's Sales and Use Taxes.

The Authority receives certain Sales and Use Taxes pursuant to interlocal agreements between the Authority and certain counties and cities within its Service Area. Each of such interlocal agreements extends at least until Fiscal Year 2045. The Authority's right to receive certain of such Sales and Use Taxes following the expiration of the interlocal agreements may be limited. See "SECURITY FOR THE 2023 BONDS—Sales And Use Taxes–Interlocal Agreements" below.

Federal Funding

A significant portion of the Authority's annual revenues derives from federal grants, including preventative maintenance grants. Preventative maintenance grants are federal formula grants received by the Authority pursuant to the current federal transportation funding legislation. Federal grant moneys do not constitute Revenues or Pledged Revenues for purposes of the Indentures to the extent that such moneys are prohibited by law from being pledged, but failure to receive such grant moneys could materially disrupt the operations and financial position of the Authority.

The Authority was awarded a total of approximately $176 million in federal funding under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") to partially offset losses in sales tax revenues and other operational and capital costs relating to the COVID–19 health emergency. The Authority received approximately $95.6 million in federal funding under the CARES Act in Fiscal Year 2020 and has received approximately $80.4 million in CARES Act funding in Fiscal Year 2021.

The Authority was awarded and has received a total of approximately $33.6 million in federal funding under the Coronavirus Response and Relief Supplemental Appropriations Act (the "CRRSA Act") for Fiscal Year 2021 to partially offset losses in sales tax revenues and other operational and capital costs relating to the COVID–19 health emergency.

The Authority was awarded a total of approximately $167.8 million in federal funding under the American Rescue Plan Act ("ARPA") to partially offset losses in sales tax revenues and other operational and capital costs relating to the COVID–19 health emergency. The Authority received the full $167.8 million in Fiscal Year 2022.

See "FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY—Federal Grants" below.

Operational Risks

Operations of the Authority may be affected by various factors beyond its direct control, such as labor and fuel cost volatility; the availability of parts and equipment and volatility in the cost of parts and equipment; federal decisions affecting funding for mass transit; local political decisions affecting road construction, traffic regulations, and zoning approvals for Authority facilities; and natural or manmade disasters that affect the ability of the Authority to operate its System. Revenues derived from operation of the System and available after payment of operation and maintenance expenses constitute only a small fraction, if any, of Pledged Revenues. See "SECURITY FOR THE 2023 BONDS—Sales And Use Taxes" below. These and other factors, however, could negatively impact public and political perception and support of the Authority, resulting in legislative and other local governmental decisions that adversely affect the amount of sales taxes the Authority may collect, and could otherwise adversely impact the Authority and its System.

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Climate Change Risk; Natural Disasters And Global Health Emergencies

Climate Change. There are potential risks within the State that are associated with changes to the climate over time and with increases in the frequency, timing, and severity of extreme weather events or droughts. The University cannot predict how or when various climate changes risks may occur, nor can it quantify the impact on the University or its operations.

While 2023 is on track to be one of the State's wettest water years on record, certain areas of the State have experienced drought conditions for at least part of the year in each of the last 10 years. The State has experienced large wildfire/forest fire seasons in which air quality across the State has been negatively impacted (including diminished air quality from wildfires/forest fires located outside the State from drifting air currents). Wildfires/forest fires can impact the State's economy; cause respiratory health problems; result in loss of infrastructure, homes, and property; and destroy forestland, wildlife habitat and other resources.

Natural Disasters. Natural disasters (include earthquakes, mudslides, wildfires/forest fires, heat waves, floods, windstorms, droughts, and avalanches) may occur which may affect the operations of the Authority.

Global Health Emergencies. Regional, national, or global epidemics or pandemics, such as the outbreak of the novel coronavirus ("COVID-19"), could have materially adverse local, regional, national or global economic and social impacts. The University's finances may be materially adversely affected by epidemics and pandemics, including, but not limited to COVID-19.

The Authority cannot predict how or when any climate–change–related events, natural disasters, or health emergencies may occur; nor can it quantify the impact of such events on the Authority or its operations.

PLAN OF REFUNDING

The Authority previously issued (among others) its:

(i) $74,750,000 Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B, dated November 12, 2020, currently outstanding in the principal amount of $74,750,000 (the "2020B Senior Bonds") to refund in advance of their maturity certain senior lien sales tax revenue bonds previously issued by the Authority; and

(ii) $188,810,000 (original principal amount), Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B, dated November 26, 2019, currently outstanding in the aggregate principal amount of $188,810,000 (the "2019B Senior Bonds"), the original proceeds of which were used to refund certain senior lien sales tax revenue bonds previously issued by the Authority; and

(iii) $145,691,497.50 (original principal amount), Subordinated Sales Tax Revenue Refunding Bonds, Series 2016, dated August 24, 2016, currently outstanding in the aggregate principal amount of $145,691,497.50 (the "2016 Subordinate Bonds"), the original proceeds of which were used to refund certain subordinated sales tax revenue bonds previously issued by the Authority; and.

(iv) $192,005,000 (original principal amount), Subordinated Sales Tax Revenue Refunding Bonds, Series 2015A, dated February 25, 2015, currently outstanding in the aggregate principal amount of $28,410,000, (the 2015A Subordinate Bonds"), original proceeds of which were used to refund certain subordinated sales tax revenue bonds previously issued by the Authority.

Proceeds from the 2023 Bonds, together with other legally available moneys, will be used to purchase tendered bonds from the 2020B Senior Bonds, the 2019B Senior Bonds, the 2016 Subordinate Bonds, and the 2015A Subordinate Bonds. See "THE 2023 BONDS—Sources And Uses Of Funds" below.

Amounts received from the proceeds of the 2023 Bonds will be used for the following:

(i) pay interest and a tender premium on certain 2020B Senior Bonds maturing on and after December 15, 2033* (the "2020B Senior Refunded Bonds") and to redeem the 2020B Senior Refunded Bonds at a redemption price of 100% of the

* Preliminary; subject to change.

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principal amount thereof on December 15, 2023* (the "2020B Senior Redemption Date"). The 2020B Senior Refunded Bonds mature on the dates and in the amounts, and bear interest at the rates, as follows:

Scheduled Maturity (December 15)*	Redemption Date*	CUSIP® 917567*	Principal Amount*	Interest Rate*	Redemption Price
Totals			$		

(ii) pay interest and a tender premium on certain 2019B Senior Bonds maturing on and after December 15, 2042* (the "2019B Senior Refunded Bonds") and to redeem the 2019B Senior Refunded Bonds at a redemption price of 100% of the principal amount thereof on _____ __, 2023* (the "2019B Senior Redemption Date"). The 2019 Senior Refunded Bonds mature on the dates and in the amounts, and bear interest at the rates, as follows:

Scheduled Maturity (December 15)*	Redemption Date*	CUSIP® 917567*	Principal Amount*	Interest Rate*	Redemption Price
Totals			$		

(iv) pay interest and a tender premium on certain 2016 Subordinate Bonds maturing on and after December 15, 2029* (the "2016 Subordinate Refunded Bonds") and to redeem the 2016 Subordinate Refunded Bonds at a redemption price of 100% of the principal amount thereof on _____ __, 2023* (the "2016 Subordinate Redemption Date"). The 2016 Subordinate Refunded Bonds mature on the dates and in the amounts, and bear interest at the rates, as follows:

Scheduled Maturity (December 15)*	Redemption Date*	CUSIP® 917567*	Principal Amount*	Interest Rate*	Redemption Price
Totals			$		

(v) pay interest and a tender premium on certain 2015A Subordinate Bonds maturing on and after June 15, 2024* (the "2015A Subordinate Refunded Bonds") and to redeem the 2015A Subordinate Refunded Bonds at a redemption price of 100% of the principal amount thereof on_____ __, 2023* (the "2015A Subordinate Redemption Date"). The 2015A Subordinate Refunded Bonds mature on the dates and in the amounts, and bear interest at the rates, as follows:

Scheduled Maturity (June 15)*	Redemption Date*	CUSIP® 917567*	Principal Amount*	Interest Rate*	Redemption Price
Totals			$		

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THE 2023 BONDS

General

The 2023 Bonds will be dated the date of original issuance and delivery[1] (the "Dated Date") and will mature on December 15 of the years and in the amounts as set forth on the inside cover pages of this OFFICIAL STATEMENT.

The 2023 Bonds will bear interest from their Dated Date at the rates per annum set forth on the inside cover pages of this OFFICIAL STATEMENT. Interest on the 2023 Bonds is payable semiannually on each June 15 and December 15, commencing [December 15, 2023]. Interest on the 2023 Bonds shall be computed based on a 360-day year consisting of 12, 30-day months. Zions Bancorporation, National Association is the Trustee, Registrar and Paying Agent with respect to the 2023 Bonds (in such respective capacities, the "Trustee," "Registrar" and "Paying Agent"). The Trustee, Bond Registrar and Paying Agent may resign or be removed, and a successor may be appointed in accordance with the respective Indentures.

The 2023 Bonds will be issued as fully–registered bonds, initially in book–entry form, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity.

Sources And Uses Of Funds

The proceeds from the sale of the 2023 Bonds are estimated to be applied as set forth below:

Sources of Funds:	
Par amount of 2023 Bonds	$
[Net] original issue premium	-
Total	$
Uses of Funds:	
Refund certain maturities of the 2020B Senior Bonds	$
Refund certain maturities of the 2019B Senior Bonds	
Refund certain maturities of the 2016 Subordinate Bonds	
Refund certain maturities of the 2015A Subordinate Bonds	
Underwriter's discount	
Costs of Issuance	
Total	$

(1) Includes legal fees, Escrow Agent fees, Trustee, Bond Registrar and Paying Agent fees, Municipal Advisor fees, rating agency fees, rounding amounts and other miscellaneous costs of issuance.

(Source: Municipal Advisor.)

Redemption Provisions

Optional Redemption. The 2023 Bonds are subject to redemption prior to maturity at the option of the Authority, from such maturities or parts thereof as may be selected by the Authority, on or after June 15, 203_, at a redemption price of 100% of the principal amount of the 2023 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

[Make–Whole Redemption. Prior to [June 15, 203_], the 2023 Bonds are subject to redemption prior to maturity at the option of the Authority, in whole or in part, on any Business Day, at the "make–whole redemption price" (the "Make–Whole Redemption Price"). The Make–Whole Redemption Price is the greater of (i) 100% of the principal amount of the 2023 Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the 2023 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the 2023 Bonds are to be redeemed, discounted to the date on which the 2023 Bonds are to be redeemed on a semi–annual basis, assuming a 360 day year consisting of 12, 30 day months, at the "Treasury Rate" (defined below) plus [25] basis points, plus, in each case, accrued and unpaid interest on the 2023 Bonds to be redeemed on the redemption date.

[1] The anticipated date of delivery is [Wednesday, August __, 2023].

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For purpose of determining the Make–Whole Redemption Price, Treasury Rate is, with respect to any redemption date for a particular 2023 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market date) most nearly equal to the period from the redemption date to the maturity date of the 2023 Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The Make–Whole Redemption Price shall be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the Authority at the Authority's expense to calculate such Make–Whole Redemption Price. The Trustee and the Authority may conclusively rely on such determination of the Make–Whole Redemption Price by such independent accounting firm, investment banking firm or municipal advisor.]

[Mandatory Sinking Fund Redemption of the 2023 Bonds. The 2023 Bonds maturing on December 15, 20__ are subject to mandatory sinking fund redemption at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date	Sinking Fund Requirements
December 15, 20__	$
December 15, 20__	
December 15, 20__ (final maturity)	
Total	$

Upon redemption of any 2023 Bonds maturing on [December 15, 20__], other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the 2023 Bonds maturing on December 15, 20__, in such order of mandatory sinking fund date as shall be directed by the Authority.

Partial Redemption. If less than all of the 2023 Bonds of any maturity are to be redeemed prior to maturity, (a) if the 2023 Bonds are in book–entry form at the time of such redemption, the Trustee shall instruct DTC to instruct the DTC Participants to select the specific 2023 Bonds for redemption on a pro rata pass through basis, and neither the Authority nor the Trustee shall have any responsibility to insure that DTC or its Participants properly select such 2023 Bonds for redemption, and (b) if the 2023 Bonds are not then in book–entry form at the time of such redemption, on each redemption date, the Trustee shall select the specific 2023 Bonds for redemption pro rata. The portion of any registered 2023 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or any integral multiple thereof, and in selecting portions of such 2023 Bonds for redemption, the Trustee will treat each such 2023 Bond as representing that number of 2023 Bonds of $5,000 denomination that is obtained by dividing the principal amount of such 2023 Bonds by $5,000.

Notice Of Redemption

Notice of redemption shall be given by the Trustee by first class mail, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the 2023 Bonds at the address of such Bondowner as it appears in the registration books of the Authority kept by the Trustee. Each notice of redemption shall state (i) the complete official name and identifying number of the 2023 Bonds to be redeemed; (ii) any other descriptive information deemed to accurately identify the 2023 Bonds being redeemed, including, but not limited to, the dated date of and interest rate on such 2023 Bonds; (iii) in the case of a partial redemption, the respective principal amounts to be redeemed; (iv) the date of mailing of the redemption notice and the redemption date; (v) the redemption price; (vi) that on the redemption date the redemption price will become due and payable upon each such 2023 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (vii) the place where such 2023 Bonds are to be surrendered for payment of the redemption price.

Any notice mailed will be conclusively presumed to have been duly given, whether the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any 2023 Bond will not affect the validity of the proceedings for redemption with respect to any other 2023 Bond.

Each notice of redemption may further state that such redemption shall be conditional upon the Trustee's receiving, on or prior to the date fixed for redemption, moneys authorized by the Authority to be deposited therein that are sufficient to pay the redemption price of and interest on the 2023 Bonds to be redeemed and that if such moneys have not been so received the

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notice shall be of no force or effect and the Authority shall not be required to redeem such 2023 Bonds. If such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made and the Registrar will within a reasonable time thereafter give notice, in the way the notice of redemption was given, that such moneys were not so received.

For so long as a book–entry system is in effect with respect to the 2023 Bonds, the Registrar will mail notices of redemption to DTC or its successor. Any failure of DTC to convey such notice to any Direct Participants or any failure of the Direct Participants or Indirect Participants to convey such notice to any Beneficial Owner will not affect the sufficiency of the notice or the validity of the redemption of 2023 BONDS. See "THE 2023 BONDS—Book–Entry System" below.

Debt Service On The 2023 Bonds

The 2023 Bonds

	The 2023 Bonds			
Payment Date	Principal*	Interest	Period Total	Fiscal Total

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Flow Of Funds

Under the Senior Indenture, all Revenues (except earnings from the investment of amounts on deposit in the funds and accounts established under the Senior Indenture, which shall be allocated as provided in the Senior Indenture and the Subordinate Indenture, respectively) shall be deposited by the Authority to the credit of the Revenue Fund and the Authority shall account for Sales and Use Taxes separate and apart from all other Revenues.

Under the Indentures, Sales and Use Taxes are applied as described in (a) and (b) below, prior to payment of Operation and Maintenance Expenses. Other Revenues are applied after payment of Operation and Maintenance Expenses, as described in paragraph (c).

(a) As a first lien and charge on the Sales and Use Taxes, the Authority is to transfer and deposit all available Sales and Use Taxes from the Revenue Fund into the following Funds or make payments therefrom (as applicable) pursuant to the Senior Indenture, in the following order of priority set forth below:

(i) amounts required to be deposited in the Bond Fund established under the Senior Indenture to pay debt service on the Senior Bonds and any security instrument repayment obligations with respect to the Senior Bonds, as provided in the Senior Indenture;

(ii) amounts required under the Senior Indenture to be deposited in the Reserve Instrument Fund or the Debt Service Reserve Fund established under the Senior Indenture; and

(iii) to provide for the payment of Financing Expenses (Security Instrument Costs, Reserve Instrument Costs, and arbitrage rebate with respect to the Senior Bonds) when and as the same become due.

(b) As a second charge and lien on the Sales and Use Taxes and after the above payments have been made pursuant to the Senior Indenture, the Authority is to make the following transfers or payments pursuant to the Subordinate Indenture, in the order of priority set forth below:

(i) amounts required to be deposited in the Bond Fund established under the Subordinate Indenture, to pay the debt service on the Subordinate Bonds and any security instrument repayment obligations with respect to the Subordinate Bonds, as provided in the Subordinate Indenture;

(ii) amounts required under the Subordinate Indenture to be deposited in the Reserve Instrument Fund or the Debt Service Reserve Fund established under the Subordinate Indenture;

(iii) to provide for the payment of Financing Expenses (Security Instrument Costs, Reserve Instrument Costs, and arbitrage rebate with respect to the Subordinate Bonds) when and as the same become due; and

(iv) as the next charge and lien on the Sales and Use Taxes, the Authority shall allocate or transfer and deposit to the appropriate fund any debt service payments, reserve fund payments, debt reserve instrument costs and similar payments which may be required pursuant to any obligations payable from Revenues on a basis subordinate to the Subordinate Indenture.

(c) The Operation and Maintenance Expenses shall be paid by the Authority from time to time as they become due and payable (i) at any time from the Revenues other than Sales and Use Taxes, Subordinate Direct Payments and Senior Direct Payments and (ii) from the Revenues constituting Sales and Use Taxes, Subordinate Direct Payments and Senior Direct Payments, but only after the charges on Sales and Use Taxes referenced above have been met.

(d) As necessary, after payment of unpaid Operation and Maintenance Expenses then due, the Authority will transfer and deposit any amounts in the Revenue Fund into the funds established under the Senior Indenture and the Subordinate Indenture, for the purposes and in the order of priority, set forth above. Subject to making the foregoing deposits, the Authority may use any moneys on deposit in the Revenue Fund for:

(i) redemption of Senior Bonds or Subordinate Bonds for cancellation prior to maturity;

(ii) refinancing, refunding, or advance refunding any Senior Bonds or Subordinate Bonds;

(iii) application to, or accumulation of a reserve for, the purpose of applying toward, the costs of acquiring, constructing, equipping, or furnishing additional facilities to the System or improving, replacing, restoring, equipping, or furnishing any existing facilities;

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(iv) payment of indebtedness having a lien on the Pledged Revenues subordinate to that of the Subordinate Bonds and the Repayment Obligations; or

(v) application for any other lawful purposes, as determined by the Authority.

See "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE–Use of Funds" (page B–11) and "APPENDIX C—EXTRACTS OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE–Special Funds And Accounts" (page C–10) for additional information regarding the provisions of the Indentures relating to the application of Revenues.

Sales And Use Taxes

Transit Sales Taxes

Mass Transit Tax. Under Section 2213 of the Sales and Use Tax Act, Title 59, Chapter 12 of the Utah Code (the "Sales Tax Act"), counties, cities and towns may, upon meeting the statutory requirements to do so, levy a sales and use tax of up to 0.30% on taxable retail sales of tangible personal property and services (excluding food and food ingredients and various other property and services for which the Sales Tax Act provides an exemption) ("Taxable Sales") within its boundaries, to fund a public transportation system (the "Mass Transit Tax"). However, the maximum rate for the Mass Transit Tax is 0.25% for any county, city, or town in which the Mass Transit Fixed Guideway Tax (defined below) is also levied.

Additional Mass Transit Tax. Under Section 2214 of the Sales Tax Act, any county, city, or town may, upon approval of the voters of such entity at an election, levy an additional sales tax to fund a system for public transit or a project or service related to an airport facility of up to 0.25% on all Taxable Sales within its boundaries (less 20% of such taxes in the case of counties of the first class (i.e., Salt Lake County), which is allocated to fund highway and other improvements) (the "Additional Mass Transit Tax").

Mass Transit Fixed Guideway Tax. Under Section 2216 of the Sales and Use Tax Act, counties that do not levy, and do not contain any municipalities that levy, the Additional Mass Transit Tax, may, upon approval of the voters of the county at an election, levy a sales and use tax of up to 0.30% of Taxable Sales for public transit and transportation projects within the county (the "Mass Transit Fixed Guideway Tax"). Utah County is the only county in the Service Area that has levied the Mass Transit Fixed Guideway Tax (92% of which is dedicated to the Authority).

County Option Transportation Tax. In addition, under Section 2217 of the Sales Tax Act, counties may, upon approval of the voters of the county at an election, levy a sales and use tax of up to 0.25% of Taxable Sales for public transit and other transportation projects (the "County Option Transportation Tax"). Salt Lake County is the only county in the Service Area that has levied a County Option Transportation Tax that is dedicated to the Authority. Pursuant to the Sales Tax Act, county ordinance, and an interlocal agreement among the Utah Department of Transportation, the Authority, and Salt Lake County, 25% of Salt Lake County's County Option Transportation Tax is dedicated to highway projects and is not available to the Authority.

Supplemental State Sales and Use Tax. Pursuant to Section 2003 of the Sales Tax Act, the State levies a sales and use tax of up to 0.30% of Taxable Sales (the "Supplemental State Sales and Use Tax") within any city, town, or unincorporated area within a county of the first or second class in the Service Area that does not levy either the maximum 0.30% Mass Transit Tax or the maximum 0.30% Mass Transit Fixed Guideway Tax, as applicable. The Supplemental State Sales and Use Tax rate to be levied by the State within such counties equals the difference between 0.30% and the Mass Transit Tax rate or Mass Transit Fixed Guideway Tax rate, as applicable, that is levied in such areas. Currently, the State is levying a 0.05% Supplemental State Sales and Use Tax in Weber and Davis Counties. Each of the other municipalities and unincorporated areas within counties of the first and second class in the Service Area (Salt Lake County and Utah County) levies the maximum Mass Transit Tax and/or Mass Transit Fixed Guideway Tax.

"5th 5th" Local Option County Transportation Sales Tax. . Under Section 2219 of the Sales Tax Act, any county may (but is not required) to impose a 0.20% local option sales tax (the "5th 5th tax") with distribution dependent on the class of the county and the presence of transit. Counties with transit service may impose the 0.20% to divide the funds between transit, cities, and counties. Counties without transit service may impose the 0.20% and divide the funds between cities and counties for transportation purposes.

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Pledge of Sales and Use Taxes

Pledge of Sales and Use Taxes. Sales and Use Taxes received by the Authority and pledged under the Indentures consist of revenues received from the following transit sales taxes:

(i) a 0.30% Mass Transit Tax levied by Salt Lake County; by participating cities within Box Elder County (consisting of Brigham City, Willard City and Perry City); by participating cities within Tooele County (consisting of the cities of Tooele and Grantsville and the unincorporated areas known as Erda, Lakepoint, Lincoln and Stansbury Park) and a 0.25% Mass Transit Tax levied by Davis, Utah and Weber Counties and by the participating city in Juab County (Santaquin City, which is located in Utah and Juab Counties) (the counties and cities identified in this paragraph are collectively referred to herein as the "Participating Counties," the "Participating Cities" or the "Participating Counties and Cities");

(ii) a 0.25% Additional Mass Transit Tax levied by Weber, Davis, and Salt Lake Counties (less 20% of such taxes, in the case of Salt Lake County, which is allocated to fund highway and other improvements) and by the Participating Cities in Box Elder County;

(iii) a 0.276% Mass Transit Fixed Guideway Tax levied by Utah County (92% of the 0.30% tax levy is dedicated to the Authority);

(iv) a 0.1875% (being 75% of 0.25%) County Option Transportation Tax levied by Salt Lake County;

(v) a 0.05% Supplemental State Sales and Use Tax that is levied by the State in Weber and Davis Counties; and

(vi) any other sales and use tax revenues legally available to the Authority that may be affirmatively pledged under the Indentures in the future.

The following table shows the combined sales tax rates of each of the Participating Counties and Cities with respect to the portion of their transit taxes that is pledged under the respective Indentures:

Summary of Sales and Use Tax Rates (1)

Participating County/City	Total Transit Sales Tax Rate Pledged
Box Elder County (the Participating Cities) (2)	0.55 %
Davis County (1) (3)	0.55
Salt Lake County (1) (4)	0.6875
Tooele County (the Participating Cities) (1) (5)	0.30
Utah County (1) (6)	0.526
Weber County (1) (2)	0.55
Juab County (the Participating City) (7)	0.25

(1) ***Does not include revenues from the 0.10% sales tax received by Davis, Tooele, and Weber Counties pursuant to Section 59–12–2218 of the Utah Code (the "County Option Proposition 1 Tax") and does not include revenues from the 0.25% sales tax received by Salt Lake and Utah County pursuant to Section 59–12–2219 of the Utah Code (the "Fourth Quarter Cent Tax") as such revenues, collectively, do not constitute Pledged Revenues. See "Transit Sales Taxes Levied and Collected But Not Pledged as Sales and Use Tax" below.***

(2) Consists of the Mass Transit Tax (0.30%) and Additional Mass Transit Tax (0.25%).

(3) Consists of the Mass Transit Tax (0.25%); the Supplemental State Sales and Use Tax (0.05%); and the Additional Mass Transit Tax (0.25%).

(4) Consists of the Mass Transit Tax (0.30%); the Additional Mass Transit Tax (0.20%) (the total tax rate being levied at 0.25% with the Authority receiving 80% of 0.25% (or 0.20%) and the other 20% of 0.25% (or 0.05%) being allocated to highways and other improvements in the county); and the County Option Transportation Tax (0.1875%) (the total tax rate being levied at 0.25% with the Authority receiving 0.1875% and 0.0625% being allocated to highway projects pursuant to county ordinance).

(5) Consists of the Mass Transit Tax (0.30%).

(6) Consists of the Mass Transit Tax (0.25%) and the Mass Transit Fixed Guideway Tax (0.276%) (the total tax rate being levied at 0.30% with the Authority receiving 92% of 0.30% (or 0.276%) and the other 8% of 0.30% (or 0.024%) being allocated to highways and other improvements in the county).

(7) Consists of the Mass Transit Tax (0.25%).

(Source: Authority.)

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Transit sales taxes are collected together with other sales and use taxes by the Utah State Tax Commission monthly for most sales taxpayers. The Authority's portion of the transit sales taxes is then remitted to the Authority by the Utah State Tax Commission on behalf of the Participating Counties and Cities or, with respect to certain Participating Counties and Cities that have not entered into Interlocal Agreements (defined below) with the Authority, by the Participating Counties and Cities themselves.

Interlocal Agreements. The Authority has entered into Interlocal Cooperation Agreements (the "Interlocal Agreements") with Salt Lake County and Utah County, each of which extends at least to the year 2045. The Interlocal Agreements require such Participating Counties to allocate the Sales and Use Taxes levied by such entities to the Authority to the extent described above under "Pledge of Sales and Use Taxes." The Interlocal Agreements authorize the Utah State Tax Commission to remit the Participating Counties' respective Sales and Use Tax revenues directly to the Authority. The Authority is required to use the amounts allocated by the Participating Counties on System projects designated under the respective Interlocal Agreements.

Transit Sales Taxes Levied and Collected But Not Pledged as Sales and Use Tax

County Option Proposition 1 Tax. In 2015, the Legislature passed legislation allowing counties to place an additional local option sales tax for transportation purposes on their ballots in November 2015 (the "County Option Proposition 1 Tax"). For counties in which the Proposition 1 Tax was approved and which are served by the Authority, revenue is allocated among the counties, cities, and the Authority to address transportation needs. Voters approved the County Option Proposition 1 Tax in Davis, Weber, and Tooele Counties; with Davis and Weber Counties beginning sales tax revenue collection in April 2016, and Tooele County beginning sales tax revenue collection in in July 2016. The Authority will use funds generated by the County Option Proposition 1 Tax to improve its transit services in those specific counties. ***Sales tax revenues collected from the County Option Proposition 1 Tax are not included in sales taxes that constitute Sales and Use Tax.***

Fourth Quarter Cent Tax. In July 2019, the governing bodies of Utah County and Salt Lake County levied a 0.25% sales tax allowed under Section 2219 of the Sales Tax Act for an additional local option sales tax for transportation purposes (the "Fourth Quarter Cent Tax"). The Authority will use funds generated by the Fourth Quarter Cent Tax to improve its transit services in those specific counties. ***Sales tax revenues collected from the Fourth Quarter Cent Tax are not included in sales taxes that constitute Sales and Use Tax.***

Historical Pledged Revenues (Sales and Use Tax collections) By County

The following table shows the Authority's Sales and Use Tax collections (of Pledged Revenues) by county, totals, and percentage change for the last 10 years.

For Fiscal Year 2022, approximately 61% of Sales and Use Tax was collected within Salt Lake County; approximately 19% was collected in Utah County; approximately 10% was collected in Davis County; approximately 8% was collected in Weber County; approximately 1% was collected in Tooele County; and approximately 1% was collected in Box Elder County.

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Historical Pledged Sales and Use Tax Collections

Fiscal Year Ended Decem-ber 31	Salt Lake County Amount	% change from prior year	Utah County Amount	% change from prior year	Davis County Amount	% change from prior year	Weber County Amount	% change from prior year	Tooele County (1) Amount	% change from prior year	Box Elder County (2) Amount	% change from prior year	**All Counties Amount**	**year**
2022	$254,501,116	11.9	$79,621,204	11.9	$40,687,074	7.6	$33,277,422	6.8	$3,130,720	3.3	$3,083,631	14.6	**$414,301,169**	**11.0**
2021	227,434,537	19.6	71,146,184	22.1	37,810,366	19.7	31,160,112	17.5	3,030,087	20.7	2,690,712	11.0	**373,136,919**	**19.8**
2020	190,235,738	4.1	58,255,482	15.2	31,591,779	11.0	26,523,795	14.4	2,509,946	58.8	2,404,175	19.1	**311,520,915**	**8.0**
2019	182,715,200	4.6	50,579,613	10.8	28,471,461	5.5	23,182,152	5.5	1,581,029	(11.4)	2,019,035	6.4	**288,548,490**	**5.7**
2018	174,704,191	6.9	45,665,232	6.1	26,980,557	4.1	21,973,666	6.2	1,785,303	3.1	1,898,307	(3.0)	**273,007,256**	**6.3**
2017	163,407,565	6.7	43,023,303	11.5	25,930,110	7.2	20,692,601	7.3	1,731,431	12.8	1,957,740	9.3	**256,742,750**	**7.6**
2016	153,201,907	4.3	38,601,427	6.6	24,178,637	4.3	19,277,984	5.0	1,534,674	0.9	1,790,353	15.3	**238,584,982**	**4.8**
2015	146,866,479	5.5	36,221,930	7.3	23,178,724	8.0	18,362,502	5.1	1,521,097	9.9	1,552,291	9.4	**227,703,023**	**6.1**
2014	139,199,088	4.9	33,752,513	5.8	21,459,683	7.2	17,469,093	6.0	1,384,631	2.6	1,418,268	9.0	**214,683,276**	**5.3**
2013	132,741,112	2.8	31,905,764	4.3	20,023,042	7.1	16,486,468	5.6	1,349,366	(1.1)	1,300,577	1.6	**203,806,329**	**3.6**
Average % change over 10-year period.		7.1		10.2		8.2		7.9		14.4		9.4		7.8

(1) Consists of the participating cities of Tooele, Grantsville and the unincorporated areas known as Erda, Lakepoint, Stansbury Park and Lincoln.

(2) Consists of the participating cities of Brigham, Perry and Willard.

See, also "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Statistical Section–Local Contributions in the Form of Sales Tax by County–10 Years" (Annual Comprehensive Financial Report ("ACFR") page 101); ***however, such table includes all sales and use taxes (including the County Option Proposition 1 Tax (beginning in Fiscal Year 2015) and the Fourth Quarter Cent Tax (beginning in Fiscal Year 2019 which taxes are not pledged under the respective Indentures)***.

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Monthly Sales and Use Collections

The following table shows the Authority's Sales and Use collections for Fiscal Years 2018 through 2022 and the actual and budgeted Sales and Use Tax for Fiscal Year 2023.

	Fiscal Year (1)(3)							
							2023	**2023**
							Sales and Use	
Period	2018	2019	2020	2021	2022	**Actual (2)**	**Tax Budget**	**Difference**
January	$19,618,448	$20,838,701	$24,558,206	24,409,327	28,959,207	**$ 30,627,164**	**$24,798,442**	**$5,828,722**
February	20,385,220	20,559,616	18,943,698	23,770,014	30,136,151	**30,112,792**	**22,817,723**	**7,295,069**
March	23,157,586	24,796,772	26,168,853	33,312,615	37,609,493	**38,546,200**	**30,547,127**	**7,999,073**
April	20,612,496	20,829,268	21,819,110	30,320,724	36,799,675	**30,063,138**	**27,771,584**	**2,291,554**
May	24,216,560	23,976,784	24,198,800	29,235,858	29,454,786	-	-	-
June	24,707,456	26,665,103	28,672,188	37,593,621	40,531,494	-	-	-
July	23,149,874	24,300,898	26,039,597	27,815,291	31,130,321	-	-	-
August	22,752,181	23,429,525	25,359,168	33,922,608	36,173,905	-	-	-
September	24,573,060	25,610,551	31,001,534	33,021,605	36,908,969	-	-	-
October	21,141,108	23,338,141	23,975,731	27,625,354	32,443,678	-	-	-
November	22,031,791	24,623,109	28,683,574	33,188,348	37,311,938	-	-	-
December	26,661,476	29,580,022	32,100,456	38,921,554	36,841,552	-	-	-
Totals	$273,007,256	$288,548,490	$311,520,915	$373,136,919	$414,301,169	**$129,349,294**	**$ 105,934,877**	**$23,414,418**
% change from Prior year		5.7%	8.0%	19.8%	11.0%			

(1) Unaudited final numbers; subject to change. Sales and Use Taxes (and Pledged Revenues) exclude County Option Proposition 1 Tax and Fourth Quarter Cent Tax revenues (collection of County Option Proposition 1 Tax Revenues began in Fiscal Year 2016 with the Fourth Quarter Cent Tax began in July 2019).

(2) Unaudited; preliminary; subject to change. Sales and Use Taxes are received by the Authority on or about the 20th day of the second month following the month in which such Sales and Use Taxes accrue.

(Source: The Authority)

See, also "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Statistical Section–Local Contributions in the Form of Sales Tax by County–10 Years" (Annual Comprehensive Financial Report ("ACFR") page 101); ***however, such table includes all sales and use taxes (including the County Option Proposition 1 Tax (beginning in Fiscal Year 2015) and the Fourth Quarter Cent Tax (beginning in Fiscal Year 2019 which taxes are not pledged under the respective Indentures)***.

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No Debt Service Fund For The 2023 Bonds; Debt Service Reserve Funds For Outstanding Senior Bonds

Pursuant to the amendments made to the Senior Indenture in 2015, the Authority is not required to fund a Debt Service Reserve Fund for the 2023 Bonds or any Additional Senior Bonds.

The Senior Indenture establishes a Debt Service Reserve Fund with respect to Senior Bonds issued prior to 2015. Senior Bonds issued before 2015 will be secured by a Debt Service Reserve Fund (the amount securing the Senior Bonds issued before 2015 is $42,562,600 and is secured by a debt serve reserve instrument issued by Assured Guaranty Municipal Corp.). This Debt Service Reserve Fund does not secure Senior Bonds issued in 2015 and thereafter, including the 2023 Bonds or any Additional Senior Bonds unless determined by the Authority under a future Supplemental Indenture.

Issuance Of Additional Senior Bonds And Additional Subordinate Bonds

The Senior Indenture provides that Additional Senior Bonds may be issued upon satisfaction of certain requirements, including delivery by the Authority of a certificate to the effect that Adjusted Sales and Use Taxes are at least 200% of the maximum annual Aggregate Debt Service on all Senior Bonds to be outstanding upon the issuance of the Additional Senior Bonds.

"Adjusted Sales and Use Taxes" means Sales and Use Taxes in any consecutive 12-month period within the 24 calendar months next preceding the issuance of the applicable series of Additional Bonds, adjusted to take into account any increases in the sales and use taxes allocated to the Authority, to the extent that such increased amounts have been included as "Sales and Use Taxes" and are pledged under the respective Indenture. The Indentures may be amended and supplemented pursuant to its terms without the consent of the bondholders of the Subordinate Bonds.

See "DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY—Future Issuance Of Debt; State of Utah Department of Transportation Loan" below.

HISTORICAL DEBT SERVICE COVERAGE

The following table shows the past 10 Fiscal Years of debt service requirements for the Outstanding Senior Bonds, the historical Sales and Use Tax Revenues and the debt service coverage amounts.

Historical Debt Service Coverage

		Senior Bonds		Subordinate Bonds		Total Bonds	
Fiscal Year Ending December 31	Sales and Use Taxes	Outstanding Senior Bonds Total Debt Service (1)	Debt Service-Coverage (2)	Outstanding Sub. Bonds Total Debt Service (3)	Debt Service Cover-age (4)	Senior and Sub. Bonds Total Debt Service	Debt Service Coverage (5)
2022	$414,301,168	$98,150,193	4.22	$43,797,227	9.46	$141,947,420	2.92
2021	373,271,998	83,048,645	4.49	40,782,739	7.12	123,831,384	3.01
2020	311,520,915	86,551,344	3.60	40,066,642	5.61	126,617,986	2.46
2019	288,548,490	72,016,562	4.01	42,090,069	5.14	114,106,631	2.53
2018	273,007,256	64,166,168	4.25	47,658,533	4.38	111,824,701	2.44
2017	256,742,750	62,283,380	4.12	43,189,348	4.50	105,472,728	2.43
2016	238,584,982	62,372,691	3.83	41,924,135	4.20	104,296,826	2.29
2015	227,703,023	58,997,559	3.86	37,310,652	4.52	96,308,211	2.36
2014	214,683,276	68,571,496	3.13	33,151,469	4.41	101,722,965	2.11
2013	203,806,329	68,924,181	2.96	32,565,180	4.14	101,489,361	2.01

(1) Includes actual interest payments on the 2009B Senior Bonds (BABs) and does not reflect any federal interest subsidy payments.
(2) Multiple of Sales and Use Taxes to debt service on the Senior Bonds.
(3) Includes actual interest payments on the 2010 Subordinate Bonds (BABs) and does not reflect any federal interest subsidy payments.
(4) Multiple of Sales and Use Taxes (after payment of debt service on the Senior Bonds) to debt service on the Subordinate Bonds.
(5) Multiple of Sales and Use Taxes to debt service on the Senior Bonds and the Subordinate Bonds.

(Source: Zions Public Finance.)

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For the Authority's presentation of a 10-year history of yearly debt service coverage see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Statistical Section–Yearly Debt Service Coverage" (ACFR page 103).

PROJECTED DEBT SERVICE COVERAGE

Forward Looking Projected Information. The Authority does not as a matter of course make public projections as to future revenues, income, or other results. However, the management of the Authority has prepared the prospective financial information set forth below in the table "Projected Debt Service Coverage," to present Sales and Use Tax revenues of the Authority for Fiscal Year 2022. The accompanying prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in the view of the Authority's management, was prepared on a reasonable basis, reflects the best currently available estimates and judgments and presents, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of the Authority, or was prepared by carrying forward historical information to future years. However, this information is not fact and should not be relied upon as necessarily indicative of future results, and readers of this OFFICIAL STATEMENT are cautioned not to place undue reliance on the prospective financial information.

Neither the Authority's independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

The assumptions and estimates underlying the prospective financial information are inherently uncertain and, although considered reasonable by the management of the Authority as of the date hereof, are subject to a wide variety of significant business, economic, and competitive risks and uncertainties, including execution by the Participating Counties and Cities of the Interlocal Agreements, that could cause actual results to differ materially from those contained in the prospective financial information. Accordingly, there can be no assurance that the prospective results are indicative of the future performance of the Authority or that the actual results will not differ materially from those presented in the prospective financial information. Inclusion of the prospective financial information in this OFFICIAL STATEMENT should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

Projected Sales and Use Taxes. Recent Developments. The Authority budgeted Sales and Use Tax collections for Fiscal Year 2023 to be collected at $413,010,000 (not including the County Option Proposition 1 Tax and Fourth Quarter Cent Tax). See "SECURITY FOR THE 2023 BONDS—Monthly Sales And Use Tax Collections" above.

The Authority has received its Sales and Use Tax collections for January 2023 through April 2023. The January through April amount is $129,349,294.

The following table shows the debt service requirements for the 2023 Bonds, the Outstanding Senior Bonds and projected debt service coverage based upon the Fiscal Year 2022 Sales and Use Taxes of $414,301,169, for all years during which the Senior Bonds are scheduled to be outstanding (including for the years during which the 2023 Bonds are scheduled to be outstanding).

The Projected Coverage table cannot be included at this time as the debt service schedule for the 2023 Bonds cannot yet be determined.

See "DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY—Outstanding Debt Of The Authority" below.

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UTAH TRANSIT AUTHORITY

General

The Authority, which was organized in 1970, operates and exists under the Transit Act and other applicable provisions of Title 17B, Utah Code. The Authority's Service Area lies in the region commonly referred to as the Wasatch Front. The Service Area extends from the Wasatch Mountains on the east to the Great Salt Lake on the west, is approximately 100 miles long and 30 miles wide and consists of an area of approximately 1,400 square miles that covers all or portions of six principal counties (Box Elder, Davis, Salt Lake, Tooele, Utah, and Weber). The Service Area also includes a very small portion of Juab County (for purposes of this OFFICIAL STATEMENT, Juab County's information is not included in this OFFICIAL STATEMENT). The 2022 population of Authority's service area s is approximately 2,695,629, which represents 80% of the State's total population[1].

A map of the Service Area including bus routes and rail alignments may be found in "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022" (ACFR pages 17 through 20).

The Authority's business office is in Salt Lake City, Utah and it maintains a web site at http://www.rideuta.com. For the principal contact person at the Authority see "INTRODUCTION—Contact Persons" above.

There are three metropolitan statistical areas ("MSA") contained in the Authority's Service Area: the Salt Lake City MSA comprised of Salt Lake, Summit and Tooele Counties; the Provo–Orem MSA comprised of Utah and Juab Counties; and the Ogden–Clearfield MSA comprised of Davis, Morgan, and Weber Counties.

Information regarding the Authority's 10-year histories of demographic and economic statistics, principal employers and trend statistics are provided in "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Statistical Section" (pages 98 through 115).and for additional demographic and economic information regarding the Service Area and counties within the Service Area see "APPENDIX G—CERTAIN INFORMATION REGARDING THE SERVICE AREA."

Service Facilities

Service is currently provided from eight operations facilities located in Ogden City, Salt Lake City (two facilities, north and south), South Salt Lake City (three facilities), Midvale City, and Orem City. The Ogden City urbanized area bus fleet is served from the Mt. Ogden Division (Ogden, completed in 1986). The Salt Lake metropolitan area bus fleet is garaged and maintained in (i)the Depot District (Salt Lake City, completed in April 2023); (ii) the Meadowbrook Division (South Salt Lake City, completed in 1980); and (iii) the Riverside Division (South Salt Lake City, completed in 1997). The bus fleet servicing the Utah County area is serviced by the Mt. Timpanogos Facility (Orem City, completed in 1990, then reconfigured and doubled in size in 2018). Light rail operations and maintenance is performed from a facility located near the Authority's railroad right–of–way in Midvale City (completed in 1999) and the Jordan River Service Center located in South Salt Lake City (completed in 2011). Commuter rail operations and maintenance is performed from a facility located near the Authority's railroad right–of–way in Salt Lake City (completed in 2008).

Integrated Bus, Light Rail And Commuter Rail Systems

Bus Service. Currently, the Authority has a fleet of 520 buses and 187 paratransit buses/vans throughout the Service Area.

For performance measures regarding the Authority's bus service as compared to other transit agencies throughout the United States for service efficiency and cost effectiveness see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Statistical Section–Performance Measures–Bus Service" (ACFR pages 108 through 15).

TRAX System; Light Rail Service and Facilities. In 1999, the Authority began operating the TRAX System (as defined herein). The Authority currently operates 114 light rail vehicles ("LRVs") on approximately 48.54 miles of light rail lines located within the boundaries of Salt Lake County.

[1] Source: Bureau of Economic Analysis. The Authority serves only portions of Box Elder County (including Brigham City, Perry and Willard) and Tooele County (including Erda, Lakepoint, Stansbury Park and Lincoln. The Authority also serves a small portion of Juab County.

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The TRAX System segments have been built and opened in the following sequence:

(1) the initial 15.8 mile rail line opened December 1999 and in 2008 this north/south line was extended from the downtown area to the Salt Lake Intermodal Hub;

(2) a four mile line known as the University line opened December 2001 and in September 2003 the line was extended 1.5–miles to the Utah Medical Center;

(3) a 10.6 mile line known as the Mid–Jordan line opened August 2011 connecting South Jordan City to the initial north/south line in Murray City;

(4) a 5.1 mile line known as the West Valley line opened August 2011 connecting West Valley City to the initial north/south line in South Salt Lake City;

(5) a six mile line known as the Airport line opened April 2013 connecting Salt Lake City International Airport to downtown Salt Lake City;

(6) a 3.8 mile line known as the Draper line opened in August 2013 and extends the north/south line from Sandy City to Draper City; and

(7) a two mile double track line known as the S line (the "S Line") which single track opened in December 2013 and an additional track which opened in April 2019, connecting the north/south line, to the eastern area of Salt Lake City known as "Sugarhouse" (collectively, all light rail lines are known as the "TRAX System").

The railroad right–of–way upon which the Authority operates a portion of the TRAX System shares tracks with several short–line railway carriers. The passenger and freight service are time–separated, with freight activities occurring only in the hours when the TRAX System is not operating.

TRAX System Line Configuration. The Blue line runs from Draper City in south Salt Lake County to the inter–modal hub in downtown Salt Lake City. The Red line runs from South Jordan City in the southwest part of Salt Lake County to the University of Utah and the University hospital on the east side of Salt Lake City. The Green line runs from West Valley City to the Salt Lake City International Airport. The S Line runs from the Sugarhouse area in Salt Lake City to a point on the Blue/Red/Green line in South Salt Lake City.

FrontRunner System; Commuter Rail Service and Facilities. In 2008, the Authority began operating the FrontRunner System. The first project of the FrontRunner System was a 45 mile commuter rail line that extends from Pleasant View City (Weber County) to the Salt Lake Intermodal Center in downtown Salt Lake City (Salt Lake County) (the "FrontRunner North"). In December 2012, the Authority opened a 44 mile long south extension to the FrontRunner System running from downtown Salt Lake City (Salt Lake County) to Provo City (Utah County) ("FrontRunner South"). The FrontRunner South and the FrontRunner North rail lines are collectively, the "FrontRunner System." The Authority currently operates 81 commuter rail vehicles on its 88 mile, single–track commuter rail line. Commuter rail operations and maintenance is performed from a facility located near the Authority's railroad right–of–way in Salt Lake City.

TRAX System and FrontRunner Expansion. In 2006 the Authority began the construction of the FrontLines Project (which project included the Jordan River Service Center (opened in August 2011); the FrontRunner South line; and the Mid–Jordan, West Valley, Airport and Draper light rail TRAX lines (collectively, the "FrontLines Project")). The FrontLines Project was completed in August 2013 (under budget and approximately one and a one–half years prior to its scheduled completion).

For performance measures regarding the Authority's commuter and light rail service as compared to other transit agencies throughout the United States for service efficiency and cost effectiveness see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Statistical Section–Performance Measures–Commuter Rail" (ACFR page 113) and "–Light Rail" (ACFR page 112).

Other Information. Additional information regarding the Authority's historical transit fares (ACFR page 102); operating indicators and capital assets (ACFR page 101); 10-year trend statistics for ridership, revenue miles to total miles, revenue hours, average fare per passenger, cost per revenue mile, and system cost per passenger (ACFR page 106) is provided in "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Statistical Section."

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For performance measures regarding the Authority's "demand response" for service efficiency and cost effectiveness as compared to other transit agencies throughout the United States see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Statistical Section–Performance Measures–Demand Response" (ACFR page 114).

Vanpool Program. The Authority operates a fleet of 490 Vehicles (Minivans and full size Vans) which are leased to groups of individuals with similar commutes. This allows the groups to share the costs of the commute. Employers can support the program by sponsoring the Vanpool or allowing for pretax deduction of vanpool costs.

For performance measures regarding the Authority's Vanpool service as compared to other transit agencies throughout the United States for service efficiency and cost effectiveness see "APPENDIX A—COMPREHENSIVE AN-NUAL FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Statistical Section–Performance Measures–Vanpool" (ACFR page 115).

Ongoing Capital Projects Of The Authority

The Authority annually prepares a five-year capital plan and budgets future Fiscal Year capital expenditures in the Authority's annual Fiscal Year budget. Capital projects of the Authority are funded from various sources such as federal grants, sales tax revenue bond proceeds, contributions from the Revenues of the Authority, lease proceeds, local partnership funds and State funds. Funds for projects budgeted for in the current Fiscal Year, and not used, may be carried forward into the next Fiscal Year. The Board of Trustees is preparing the Fiscal Year 2024 Tentative Budget and will adopt the final Fiscal Year 2024 Budget in December 2023 (which final budget will contain new and ongoing capital projects and budgeted funding amounts for Fiscal Year 2024).

Fiscal Year 2023 Budget. Capital Projects. Total capital projects expenditures budgeted for in Fiscal Year 2023 totaled approximately $319 million (with projects to be funded from approximately $126 million from the Authority's Revenues, approximately $120 million in federal grants; approximately $30 million from local partnership contributions; and approximately $42 million in lease proceeds).

The Authority's System ongoing capital projects under the Fiscal Year 2023 Budget (and under the Fiscal Year 2024 proposed budget) include:

Fiscal Year 2024 Proposed Budget. Capital Projects. Total capital projects expenditures in the proposed budgeted for Fiscal Year 2024 totals approximately $278 million (with projects to be funded from approximately $171 million from the Authority's Revenues (which Authority's Revenues (in this case for capital projects) includes approximately $52 million in lease proceeds); approximately $78 million in federal grants; and approximately $28 million from local partnerships).

Also see "DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY—Future Issuance Of Debt; State of Utah Department of Transportation Loan" below.

Management

Board of Trustees. In November 2018, following statutory changes, oversight of the Authority was transitioned from a 16-member voluntary board of trustees to a three-member full–time paid Board of Trustees (the "Board of Trustees"). The Governor appoints nominees from the three appointing districts within the Authority's Service Area to serve as trustees. The names of the nominees are then forwarded to the State of Utah Senate for confirmation. Once confirmed, an appointee is sworn in as a Trustee.

In December 2018, the Governor appointed, and the Senate confirmed trustees, representing Salt Lake County (to a four-year term), the district comprised of Davis, Weber, and Box Elder counties (to a three year term) and the district comprised of Utah and Tooele counties (to a two year term). There are no limits relative to the number of terms a trustee can serve. The Governor appointed the Salt Lake County trustee to serve as Chair of the Board of Trustees. After these initial staggered terms are completed, Trustees will serve four-year terms.

The responsibility for the operation of the Authority is held by the Board of Trustees that hires, sets the salaries, and develops performance targets and evaluations for the Executive Director and any chief level officer. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the Board of Trustees.

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Legal counsel for the Authority is provided by the Utah Attorney General's Office.

As of the date of this OFFICIAL STATEMENT, the members of the Board of Trustees are as follows:

Trustee/Representing		Years of Service	Expiration of Term
Carlton Christensen, Chair	Salt Lake County	4	December 2026
Beth Holbrook	Davis, Weber, and Box Elder Counties	4	December 2027
Jeff Acerson	Utah and Tooele Counties	2	December 2024

(Source: The Authority.)

Carlton Christensen, Board of Trustees, Chair. Mr. Christensen comes to the Authority after serving five years as the Director of Regional Transportation, Housing and Economic Development for Salt Lake County, Utah. Prior to joining Salt Lake County, Mr Christensen worked as a Community Development Representative for Zions Bank. Previously he worked for 18 years in finance and accounting for Zions Bank and for a property management development company. He has an extensive track record of public service including 16 years as a Council Member in Salt Lake City government. Mr. Christensen has also been the Chair of the Salt Lake City Redevelopment Agency and Salt Lake City Council; President of the Utah League of Cities & Towns; President of the Associates Board for the Museum of Natural History of Utah; an ex officio member of the Salt Lake City Airport Board; and Chair of the Wasatch Front Economic Development District. Mr. Christensen previously served on the Board of Shelter the Homeless and as a member of the Great Salt Lake Advisory Council. Mr. Christensen has been a Board of Trustee member since November 1, 2018.

Beth Holbrook, Board of Trustees, Member. Ms. Holbrook began her career in the financial sector, established a real estate firm in 2002 and in 2010 went to work for Zions Bank as the Director of the Business Resource Center in Salt Lake City. Ms. Holbrook would go on to become the Public Sector Solutions Manager for Waste Management of Utah. Ms. Holbrook was first elected to the Bountiful City Council in 2007 and has served on several boards including the Bountiful Power Commission, Planning Commission, and the Utility Facility Review Board. She is the outgoing President of the Utah League of Cities and Towns, having served there since 2011. Ms. Holbrook has been a Board of Trustee member since November 1, 2018.

Jeff Acerson, Board of Trustees, Member. Mr. Acerson comes to the Authority having already served in several Authority board and oversight positions. He began his career with 15 years in the software industry working with WordPerfect and Novell Corp. Mr. Acerson has an extensive track record of public service including serving Lindon City, Utah as both City Council Member and most recently as Mayor. He chaired the Utah Governor's Coalition on Y2K, served as president of the Utah Jazz 100 Club, and worked with the Salt Lake Olympics and Special Olympics. Mr. Acerson has also taught leadership development courses as an adjunct professor at Utah Valley University for the past 10 years. Mr. Acerson has been a Board of Trustee member since December 2, 2020.

Local Advisory Council. The Authority also has a nine member local advisory council whose duties include: (i) setting the compensation packages of the Board of Trustees; (ii) reviewing, approving, and recommending final adoption by the Board of Trustees of Authority's service plans at least every two and one–half years; (iii) reviewing approving, and recommending final adoption by the Board of Trustees of project development plans, including funding, for all new capital development projects; (iv) reviewing, approving, and recommending final adoption by the Board of Trustees of any plan for a transit–oriented development where the Authority is involved; (v) at least annually, engaging with the safety and security team of the Authority to ensure coordination with local municipalities and counties; (vi) assisting with coordinated mobility and constituent services provided by the Authority; (vii) representing and advocating the concerns of citizens with the public transit district to the Board of Trustees; and (viii) consulting with the Board of Trustees on certain duties given to the Board of Trustees.

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

Officers and Administration. As of the date of this OFFICIAL STATEMENT, the officers of the Authority include: the Chair, Carlton Christensen of the Board of Trustees; the Executive Director, Jay Fox; the Chief Financial Officer, Viola Miller; the Comptroller, Troy Bingham; and the Secretary to the Board of Trustees, Annette Royle.

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The responsibility for the operations of the Authority is held by the Executive Director in accordance with the direction, goals, and policies of the Board of Trustees. The administration of the Authority, as of the date of this OFFICIAL STATEMENT, is as follows:

Office	Person	Years in Office	Years with Authority
Executive Director	Jay Fox (1)	2	2
Chief Financial Officer	Viola Miller (2)	<1	<1
Chief Communications and Marketing Officer	Steven Wright	1	1
Chief of Internal Audit	James Michael Hurst	3	3
Chief Operating Officer	Cherryl Beveridge	2	44
Chief People Officer	Kimberly Shanklin	8	17
Chief Planning & Engagement Officer	Nichol Bourdeaux	5	18
Chief Enterprise Strategy Officer	Alisha Garrett	8	8
Chief Services Development Officer	Mary DeLoretto	3	11
Comptroller	Troy Bingham	6	6
Deputy Treasurer	Robert Lamph	<1	9
Secretary to the Board of Trustees/Director of Board Governance	Annette Royle	3	6

(1) Jay Fox has over [20] years of experience in the industry.

(2) Viola Miller has nearly 20 years of experience in public financial management.

(Source: The Authority.)

Jay Fox, Executive Director. Jay Fox currently serves as Executive Director of the Utah Transit Authority (UTA), a multimodal public transportation agency spanning more than 1,400 square miles, serving 80 percent of Utah's population in the nation's fastest-growing state. Under the guidance and oversight of the UTA Board of Trustees, he oversees the daily operations of UTA's integrated network of bus, bus rapid transit, light rail, commuter rail, streetcar, paratransit and innovative microtransit services. Fox is also responsible to develop strategy and set the standard for leadership in an organization of more than 2,800 operations and operations support staff.

Fox is a recognized strategic transit leader with substantial experience in transit operations oversight, capital project management, stakeholder relations, and government affairs. He has an extensive knowledge of transit planning and government grant programs. He has built strong relationships with freight and passenger railroads, transit agencies, government entities, and executive leadership across the United States.

Before coming to UTA, Fox was Deputy General Counsel for SEPTA in Philadelphia where he led procurement, grant, real estate, financing, environmental, and corporate ethics programs. He has also served as a Senior Director at Amtrak from 2017 to 2019. Prior to Amtrak, Fox spent seven years with the Federal Transit Administration (FTA) both as Regional Counsel for FTA Region 3 and as Acting Assistant Chief Counsel, coordinating the legal work of ten regional offices.

Fox earned a Bachelor of Science and a Juris Doctor degree at Rutgers University.

Viola Miller, Chief Financial Officer. Vi is a respected finance professional with nearly twenty years of experience in public financial management and analysis, including a Master of Business Administration in Finance and Strategic Management. She has significant experience in the public transit arena and is well prepared to provide immediate and long-standing results for the Utah Transit Authority as our CFO. She comes to UTA from the Washington Metropolitan Area Transit Authority (WMATA) in Washington, DC where she served for seven years and was most recently the Senior Director, Operating Budget. WMATA has over 11,000 employees and over 100 million riders a year.

During her time with WMATA, Vi helped guide the agency through organizational change, capital project financing, and debt management by working effectively with elected officials and senior leadership. She believes in the importance of public transit and its impact on lives – her view is, "behind every number is a person." Vi has been a public servant throughout her career and has benefitted personally from transit during her life.

Employee Workforce, Labor Relations, Retirement System, Other Post–Employment Benefits

Employee Workforce. The Authority currently employs approximately 2,555 full–time equivalent employees (1,266 in bus/paratransit service operations, 600 in rail operations and 690 in operations and administration support). For a 10-year

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history of full–time equivalent employees of the Authority see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Statistical Section–Full–Time Equivalent Employees" (ACFR page 105).

Labor Relations. All the Authority's operators, mechanics, and parts clerks are represented by Local 382 of the Amalgamated Transit Union (the "Union"). The Authority and the Union are operating under a collective bargaining agreement which was approved by the Authority and Union membership and signed on April 12, 2023, with an expiration date of December 10, 2025.

The Authority's light rail operations supervisors (personnel supervisors, control room dispatchers, and field/system supervisors) are represented by Local 222 of the Teamsters (the "Union"). The Authority and the Union are currently in negotiations working on the first collective bargaining agreement.

Retirement System. The Authority participates in a defined benefit pension plan (the "Retirement Plan") that covers all eligible employees and provides retirement benefits to plan members and their beneficiaries. The Retirement Plan also provides disability benefits to plan members. Contributions by the Authority to the retirement plan are made in amounts determined by the Authority's Pension Committee and approved by the Board of Trustees. The Authority's funding policy for Fiscal Year 2022 was to contribute 16.3% of covered payroll.

As of December 31, 2022, the actuarial value of the net position in the Retirement Plan was $262,432,665, representing 61.2% of total pension liabilities of $428,657,305. The Authority also offers a deferred compensation plan to its employees. For additional detailed information regarding the Retirement Plan see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes to the Financial Statements–Note 8–Employee Benefit Plans" (ACFR page 63).

For a detailed 10-year history of the Authority's changes in net pension liabilities and related ratios see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Required Supplementary Information–Schedule of Changes in Net Pension Liability and Related Ratios–10 Years" (ACFR page 88).

In Fiscal Year 2022, the Authority contributed $27.1 million to the retirement pension plan. For a 10-year history of actuarial determined contribution, actual Authority contribution, contribution deficiency (excess), covered payroll, and contribution as percentage of covered payroll see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Required Supplementary Information–Statement of Required Employer Contribution–10 Years" (ACFR page 91).

Other Post–Employment Benefits. The Authority does not provide any post–employment benefits other than those provided under its Retirement Plan.

Risk Management; Recent Seismic Activity; Cybersecurity

Risk Management. The Authority is self–insured or has a self–insured retention for most property and casualty losses, including liability claims for personal injury and property damage, as well as worker's compensation. Under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code (the "Immunity Act"), the maximum statutory liability in any one accident is $3 million for incidents occurring after May 1, 2019.

In addition, the Transit Act provides that in the case of claims and judgments in excess of the Authority's ability to pay, no operating assets or fund of the Authority can be attached. The Transit Act provides that a court of competent jurisdiction shall have the power to require the levy of a tax to discharge any lawful claim against the Authority.

The Authority carries an excess umbrella policy of $10 million over a self-insurance reserve fund in a separate account at the Chandler Investment Fund in the amount of $7,885,431. See "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes To The Financial Statements–Note 3 – Cash And Cash Equivalents" (ACFR page 53).

In addition to the self–insurance program and the protection of the Immunity Act, the Authority has also procured coverage under a corporate insurance program.

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To protect itself against catastrophic property losses, the Authority has obtained an all–risk property policy with limits to $1 billion, sub–limits for earthquake of $220 million and for flood of $110 million with a deductible of $100,000 with percentage of value deductibles for earth movement, wind/hail damage and flood. The Authority also has premises liability coverage for most properties not associated with ongoing operations with primary and excess combined limits of $3 million per occurrence and $3 million aggregate.

For the Authority's Rideshare van pool vehicles there are primary and excess auto liability policies in place which provide coverage limits of $4 million. While bus operations exposures fall under the Authority's self–insurance program, the rail exposures are covered by a Rail Liability insurance policy with primary and excess limits of $100 million over a $5 million self–insurance reserve.

The Authority also maintains an excess Workers Compensation policy which provides protection over the Authority's self–insured retention ($1 million lifetime per claim with $325,000 per accident per payment year) for statutory limits and $2 million for employers' liability.

For trustees, officers and employees of the Authority, the Authority carries limits of $2 million over a $100,000 retention for Public Officials Errors and Omissions, and $125,000 retention for employer's liability.

The Authority also carries a Government Crime policy with primary and excess limits of $10 million.

Incidental coverages include fiduciary liability, notary bond, cyber and technology liability (see in this section "Cybersecurity" below) and Police Officer Professional Liability.

The Authority carries Blanket Excess Liability coverage of $10 million which is excess over the Authority's self–insurance on auto, general liability, and excess over insurance limits for public officials and employment practices, Police Officer professional liability, and premises liability.

The insurance and self–insurance programs are both managed by the Claims and Insurance Manager in the Finance Division, while loss prevention and safety are managed by the Safety Manager under the Executive Director and security is managed by the Police Chief under the Chief Operations Officer.

The historical claims liability is reflected in the Authority's financial statements. See "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes to the Financial Statements–Note 2. Summary of Significant Accounting Policies–R. Risk Management" (ACFR page 49) and "–Note 7. Self–Insurance Claims Liability" (ACFR page 62).

Cybersecurity. Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Authority's systems technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage by cybersecurity incidents or cyber-attacks, the Authority invests in multiple forms of cybersecurity and operational safeguards including annual employee cybersecurity training. The Authority is covered by several policies of insurance for cyber and technology risks. To date, the Authority has not experienced any losses from a cybersecurity incident

Investment Of Funds

The State Money Management Act. The State Money Management Act governs and establishes criteria for the investment of all public funds held by public treasurers in the State. The Money Management Act provides a limited list of approved investments, including qualified in–state and permitted out–of–state financial institutions, obligations of the State and political subdivisions of the State, U.S. Treasury and approved federal government agency and instrumentality securities, certain investment agreements and repurchase agreements and investments in corporate securities meeting certain ratings requirements. A portion of Authority funds may be invested in the Utah Public Treasurers' Investment Fund ("PTIF"), as discussed below. The Money Management Act establishes the State Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The Authority is currently complying with all the provisions of the Money Management Act for all Authority operating funds.

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The Utah Public Treasurers' Investment Fund. The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. All investments in the PTIF must comply with the Money Management Act and rules of the Money Management Council. The PTIF invests primarily in money market securities. Securities in the PTIF include certificates of deposit, commercial paper, short–term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the federal government. By policy, the maximum weighted average adjusted life of the portfolio is not to exceed 90 days and the maximum final maturity of any security purchased by the PTIF is limited to five years. Safekeeping and audit controls for all investments owned by the PTIF must comply with the Money Management Act.

All securities purchased are delivered versus payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State. Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the Money Management Council and is audited by the State Auditor. The PTIF has no investment rating.

See "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes to the Financial Statements–Note 3. Cash, Cash Equivalents and Investments" (ACFR page 53).

As of the date of this OFFICIAL STATEMENT, approximately $295 million was invested in the PTIF (which amount includes approximately $____ million of bond proceeds from _____ and _____ sales tax bond financings to be used for construction projects and $____ million in restricted debt service reserve funds).

Private Money Manager of Short–Term Investments. In 2022, the Authority contracted with a private money manager to manage a shorter–term investment portfolio with a maximum investment term of three years. The total allocation to the private money manager is currently approximately $220 million.

The Authority's Service Area

General. The Authority's Service Area lies in the region referred to as the "Wasatch Front." A map of the Authority's Service Area can be found in "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022" (ACFR pages 17 through 20).

Salt Lake County. Salt Lake County comprises an area of 764 square miles and accounts for approximately 46% of the population and approximately 57% of the private sector employment of the Service Area. Salt Lake City is the capital and largest city in the State. The principal cities include Salt Lake City, West Valley City, and Sandy City. Due to continuous economic and population growth, most of the cities in Salt Lake County have grown into a single large metropolitan area with Salt Lake City as its commercial center. The county's population increased approximately 15% from 2010 to 2020. The largest employment sectors are retail trade; health care and social assistance; professional, scientific, and technical services; and manufacturing. *For Fiscal Year 2022, approximately 61% of total Sales and Use Taxes were collected within Salt Lake County boundaries.*

Utah County. Utah County comprises an area of 1,998 square miles and accounts for approximately 25% of the population and approximately 22% of the private sector employment of the Service Area. The principal cities include Provo City and Orem City. The county's population increased approximately 28% from 2010 to 2020. The largest employment sectors are retail trade; health care and social assistance; construction; and education services. *For Fiscal Year 2022, approximately 19% of total Sales and Use Taxes were collected within Utah County boundaries.*

Davis County. Davis County comprises an area of 268 square miles and accounts for approximately 14% of the population and approximately 10% of the private sector employment of the Service Area. The principal cities include Bountiful, Clearfield, Clinton, Kaysville, Layton, and Syracuse. The county's population increased approximately 18% from 2010 to 2020. The largest employment sectors are retail trade; health care and social assistance; federal government; and manufacturing. *For Fiscal Year 2022, approximately 10% of total Sales and Use Taxes were collected within Davis County boundaries.*

Weber County. Weber County comprises an area of 531 square miles and accounts for approximately 10% of the population and approximately 8% of the private sector employment of the Service Area. The principal city is Ogden City. The county's population increased approximately 13% from 2010 to 2020. The largest employment sectors are

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manufacturing; health care and social assistance; retail trade; and local government. *For Fiscal Year 2022, approximately 8% of total Sales and Use Taxes were collected within Weber County boundaries.*

Tooele County. The portion of Tooele County served by the Authority includes the cities of Tooele and Grantsville and some unincorporated areas. *For purposes of this OFFICIAL STATEMENT certain information regarding Tooele County includes the entire county rather than the portion of Tooele County included in the Service Area*. Tooele County comprises an area of 6,923 square miles (the second largest county in the State) and accounts for approximately 3% of the population and approximately 1.2% of the private sector employment of the Service Area. The principal cities include Tooele City and Grantsville City. The county's population increased approximately 25% from 2010 to 2020. The largest employment sectors are local government; manufacturing; retail trade; and health care and social assistance. *For Fiscal Year 2022, approximately 1% of total Sales and Use Taxes were collected within Tooele County boundaries.*

Box Elder County. The portion of Box Elder County served by the Authority includes the cities of Brigham, Perry and Willard and some unincorporated areas. *For purposes of this OFFICIAL STATEMENT certain information regarding Box Elder County includes the entire county rather than the portion of Box Elder County included in the Service Area*. Box Elder County comprises an area of 5,627 square miles (the fourth largest county in the State) and accounts for approximately 2% of the population and approximately 1.7% of the private sector employment of the Service Area. The principal city is Brigham City. The county's population increased approximately 15% from 2010 to 2020. The largest employment sectors are manufacturing; local government; retail trade; and transportation and warehousing. *For Fiscal Year 2022, approximately 1% of total Sales and Use Taxes were collected within Box Elder County boundaries.*

Juab County. Santaquin City boundaries are in Utah County and Juab County. A small portion of Santaquin City's boundaries in Juab County are within the Service Area and the Authority collects any sale tax revenues in this area. However, the generated sales tax revenues are insignificant when compared to other Participating Cities within the Service Area of the Authority and for purposes of this OFFICIAL STATEMENT will not be separately identified.

Population. The 2022 population of Authority's service area is approximately 2,695,629, which represents 80% of the State's total population[2]. Historical and current populations of the counties wholly or partly in the Service Area are shown below. *The population estimates include all of Box Elder and Tooele Counties although the Authority does not serve all the area in those counties*.

Population by County (1)

	Box Elder County		Davis County		Salt Lake County		Tooele County	
Year	Number	% change	Number	% change	Number	% change	Number	% change
2022 Estimate	62,091	7.7	373,516	3.0	1,197,948	1.1	80,705	11.0
2020 Census	57,666	15.4	362,679	18.3	1,185,238	15.1	72,698	24.9
2010 Census	49,975	16.9	306,479	28.2	1,029,655	14.6	58,218	42.9
2000 Census	42,745	17.2	238,994	27.2	898,387	23.8	40,735	53.1
1990 Census	36,485	9.8	187,941	28.3	725,956	17.3	26,601	2.2
1980 Census	33,222	18.1	146,540	48.0	619,066	35.0	26,033	20.8
1970 Census	28,129	12.2	99,028	52.9	458,607	19.7	21,545	20.6
1960 Census	25,061	27.0	64,760	109.8	383,035	39.3	17,868	22.1

(1) The Authority serves only portions of Box elder and Tooele Counties. The difference between the total population of the six counties served by the Authority and the population of the Service area is estimated to less than 1%.

(Source: Bureau of Economic Analysis and the U.S. Census Bureau.)

[2] Source: Bureau of Economic Analysis. The Authority serves only portions of Box Elder County (including Brigham City, Perry and Willard) and Tooele County (including Erda, Lakepoint, Stansbury Park and Lincoln. The Authority also serves a small portion of Juab County.

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Population by County (2)—*Continued*

	Utah County		Weber County		Total All Counties		State of Utah		
Year	Number	% change	Number	% change	Number	% change	Number	% change	As a % of State
2022 Estimate	709,208	7.6	272,161	3.8	2,695,629	3.7	3,380,800	3.3	**80**
2020 Census	659,399	27.7	262,223	13.4	2,599,903	18.6	3,271,616	18.4	79
2010 Census	516,564	40.2	231,236	17.7	2,192,127	22.7	2,763,885	23.8	79
2000 Census	368,536	39.8	196,533	24.1	1,785,930	27.7	2,233,169	29.6	80
1990 Census	263,590	20.9	158,330	9.5	1,398,903	17.8	1,722,850	17.9	81
1980 Census	218,106	58.3	144,616	14.5	1,187,583	36.3	1,461,027	37.9	81
1970 Census	137,776	28.8	126,278	14.0	871,363	23.0	1,059,453	18.9	82
1960 Census	106,991	30.6	110,744	32.9	708,459	40.2	890,727	29.3	80

(2) The Authority serves only portions of Box elder and Tooele Counties. The difference between the total population of the six counties served by the Authority and the population of the Service area is estimated to less than 1%.

(Source: Bureau of Economic Analysis and the U.S. Census Bureau.)

Employment, Income, Construction and Certain Sales Taxes Summaries. For certain industry and other data with respect to the Service Area and the counties that are in the Service Area, see "APPENDIX G—CERTAIN INFORMATION REGARDING THE SERVICE AREA."

DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY

Outstanding Debt Of The Authority

The Authority has the following debt outstanding.

Series	Purpose	Original Principal Amount	Final Maturity Date	Current Principal Outstanding
Senior Debt (1)				
2021	Refunding (taxable)	$431,625,000	December 15, 2036	$ 424,240,000
2020B	Refunding (taxable)	74,750,000	December 15, 2037	74,750,000
2020	Refunding (taxable)	216,650,000	December 15, 2038	203,150,000
2019B	Refunding (taxable)	188,810,000	December 15, 2039	188,810,000
2019A	System projects	61,830,000	December 15, 2040	61,830,000
2018	System projects	83,765,000	December 15, 2041	82,265,000
2015A (2)	Refunding (taxable)	668,655,000	June 15, 2025 (12)	70,825,000
2009B (3)	System projects/BABs	261,450,000	June 15, 2039	261,450,000
2006C (5)	Refunding (taxable)	134,650,000	June 15, 2032	77,955,000
Total outstanding principal amount of Senior Bonds				$1,445,275,000

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Subordinate Debt (6)				
2021	Refunding (taxable)	$ 16,220,000	December 15, 2037	$ 16,020,000
2019B	Refunding (taxable)	59,070,000	December 15, 2042	59,070,000
2018 (7)	Refunding	115,540,000	December 15, 2041	106,405,000
2016 (8)	Refunding	145,691,498	December 15, 2032	145,691,498
2015A (9)	Refunding	192,005,000	June 15, 2025 (13)	28,410,000
2010 (3)	System projects/BABs	200,000,000	June 15, 2040	200,000,000
2007(A)(10)(11)	Commuter rail/refund	128,795,000	June 15, 2035 (14)	110,595,000
Total outstanding principal amount of Subordinate Bonds				$ 666,191,498
Total outstanding principal amount of Senior and Subordinate Bonds				$2,111,466,498

(1) Unless otherwise indicated herein, the Senior Bonds are rated "AA" (stable outlook) by Fitch Ratings Inc. ("Fitch"); "Aa2" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"); and "AA" (positive outlook) by S&P Global Ratings ("S&P"); as of this OFFICIAL STATEMENT.
(2) Principal portions of this bond were refunded by the 2020 Senior Bonds and the 2023 Bonds.
(3) Issued as federally taxable Build America Bonds ("BABs").
(4) Principal portions of this bond were refunded by the 2015A Senior Bonds.
(5) These bonds are insured by Assured Guaranty Municipal Corporation ("AGM").
(6) Unless otherwise indicated herein, the Subordinate Bonds are rated "AA" (stable outlook) by Fitch; "Aa3" (stable outlook) by Moody's; and "AA–" (positive outlook) by S&P; as of this OFFICIAL STATEMENT.
(7) The 2018 Subordinate Bonds maturing on December 15 of the years 2030, 2031, and 2033 through 2040 are insured by Build America Mutual Corporation ("BAM") and are rated "AA" (BAM insured; "AA–" (positive outlook) underlying) by S&P; as of this OFFICIAL STATEMENT.
(8) Principal portions of this bond (in the original issue amount of $18,911,497.50) were issued as capital appreciation bonds.
(9) Principal portions of this bond were refunded by the 2019 Subordinate Bonds, the 2019B Senior Bonds, and the 2021 Subordinate Bonds.
(10) These bonds are insured by National Public Finance Guarantee Corp.
(11) Principal portions of this bond were refunded by the 2015A Subordinate Bonds and the 2018 Subordinate Bonds.
(12) Final maturity date after principal portions of these bonds was refunded by the 2020 Senior Bonds and the 2023 Bonds.
(13) Final maturity date after principal portion of this bond was refunded by the 2021 Subordinate Bonds (with other principal portions refunded by the 2019 Subordinate Bonds and the 2019B Senior Bonds).
(14) Final maturity date after principal portions of these bonds (the capital appreciation bonds portion) was refunded by the 2015A Subordinate Bonds and the 2018 Subordinate Bonds.

(Source: Municipal Advisor.)

For information presented as of Fiscal Year 2020 see the "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Notes to the Financial Statements–Note10–Liabilities" (ACFR page 82 and 83).

Lease Obligations; Interlocal Utah County UVX Agreement

Financing Agreements. The Authority has entered into various financing agreements for the acquisition of buses (diesel and natural gas), flex/paratransit vehicles, and vans and various support equipment. As of Fiscal Year 2022, the principal balance outstanding for leased vehicles is $105,927,566 with lease payments extending through Fiscal Year 2036. T*he Authority expects to issue capital leases in the amount of approximately $319 million in Fiscal Year 2023.* The Authority's expected future Fiscal Year lease payments (excluding leases to be issued in Fiscal Year 2023) are as follows.

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Fiscal Year	Lease Payments
2023	$13,955,048
2024	13,368,266
2025	12,986,319
2026	12,986,319
2027	12,253,633
2028	11,236,067
2029	9,453,498
2030	7,226,488
2031	5,726,064
2032	5,397,356
2033	5,397,356
2034	5,397,356
2035	4,637,689
2036	2,352,239

(Source: The Authority.)

The Authority budgets for these lease payments from available Revenues of the System.

The Authority intends to enter additional capital leases under its five-year capital plan for Fiscal Year 2023 through Fiscal Year 2027 in the amount of approximately $219.6 million for vehicles. It is estimated by the Authority to issue capital leases in Fiscal Year 2024 of approximately $44.3 million; in Fiscal Year 2025 of approximately $47.9 million; in Fiscal Year 2026 of approximately $56.8 million; and in Fiscal Year 2027 of approximately $33.1 million.

For additional information on these leases as of Fiscal Year 2022 see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes to the Financial Statements–Note 10–Liabilities (Financing Agreements)" (ACFR pages 83 through 85).

Interlocal Utah County UVX Agreement. In August 2018, the Authority began operations of the Provo–Orem UVX. In 2016, Utah County issued $65 million subordinated transportation sales tax revenue bonds, which proceeds were used to construct portions of the Provo–Orem UVX. The Authority and Utah County entered into an interlocal agreement that requires the Authority to reimburse Utah County for all bond costs (principal, interest, and cost of issuance) prior to December 31, 2028.

As of Fiscal Year 2022, the principal balance outstanding on this interlocal loan agreement is $56,129,000. However, the Authority has also agreed to reimburse Utah County an additional $10,422,107 (consisting of interest on bonds; operation and maintenance support costs; project studies; and interest on operation and maintenance costs). Payments to Utah County for the additional $10,422,107 were paid by the Authority in Fiscal Year 2021. Revenues to pay for the interlocal loan agreement and the additional reimbursements are collected from the Utah County's County Fourth Quarter Option Tax, collected by the State Tax Commission, and then paid to the Authority.

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Debt Service Schedule Of Outstanding Sales Tax Revenue Bonds By Fiscal Year

Senior Debt

Fiscal Year Ending	Series 2021 $431,625,000		Series 2020B $74,750,000		Series 2020 $216,650,000		Series 2019B $188,810,000		Series 2019A $61,830,000		Series 2018 $83,765,000		Series 2015A $668,655,000	
December 31	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2022	$ 7,385,000	$ 9,583,749	$ 0	$ 2,164,239	$ 4,130,000	$ 4,670,041	$ 0	$ 6,500,728	$ 0	$ 2,509,900	$ 0	$ 3,537,400	$ 0	$ 20,791,963
2023	8,260,000	8,708,930	0	2,164,239	4,170,000	4,629,278	0	6,500,728	0	2,509,900	0	3,537,400	8,030,000	20,615,963
2024	8,300,000	8,672,008	0	2,164,239	4,210,000	4,587,369	0	6,500,728	0	2,509,900	0	3,537,400	34,540,000	19,594,131
2025	8,365,000	8,604,114	0	2,164,239	4,260,000	4,538,028	0	6,500,728	1,935,000	2,509,900	0	3,537,400	36,285,000	17,860,175
2026	45,640,000	8,511,179	0	2,164,239	4,315,000	4,483,841	0	6,500,728	2,030,000	2,413,150	0	3,537,400	0 (5)	0 (5)
2027	44,225,000	7,867,198	0	2,164,239	2,400,000	4,420,195	0	6,500,728	2,135,000	2,311,650	0	3,537,400	0 (5)	0 (5)
2028	44,985,000	7,106,528	0	2,164,239	2,435,000	4,382,395	0	6,500,728	2,240,000	2,204,900	0	3,537,400	0 (5)	0 (5)
2029	45,810,000	6,287,801	0	2,164,239	2,480,000	4,341,292	0	6,500,728	2,350,000	2,092,900	0	3,537,400	0 (5)	0 (5)
2030	1,275,000	5,399,445	0	2,164,239	38,155,000	4,298,190	0	6,500,728	2,470,000	1,975,400	0	3,537,400	0 (5)	0 (5)
2031	1,305,000	5,372,911	0	2,164,239	38,835,000	3,617,886	0	6,500,728	2,595,000	1,851,900	0	3,537,400	0 (5)	0 (5)
2032	40,700,000	5,344,344	0	2,164,239	0	2,826,429	0	6,500,728	2,725,000	1,722,150	0	3,537,400	0 (5)	0 (5)
2033	41,625,000	4,412,721	2,835,000	2,164,239	0	2,826,429	0	6,500,728	2,860,000	1,585,900	19,420,000	3,537,400	0 (5)	0 (5)
2034	42,620,000	3,397,488	2,905,000	2,096,907	0	2,826,429	0	6,500,728	3,000,000	1,442,900	20,310,000	2,653,900	0 (5)	0 (5)
2035	43,990,000	2,315,366	2,965,000	2,025,009	0	2,826,429	0	6,500,728	3,120,000	1,322,900	20,830,000	1,841,500	0 (5)	0 (5)
2036	47,140,000	1,220,555	4,365,000	1,948,660	0	2,826,429	0	6,500,728	3,280,000	1,166,900	21,705,000	935,250	0 (5)	0 (5)
2037	-	-	20,395,000 (1)	1,831,896	50,260,000 (2)	2,826,429	3,215,000 (3)	6,500,728	3,440,000	1,002,900	-	-	0 (5)	0 (5)
2038	-	-	20,525,000 (1)	1,226,165	51,630,000 (2)	1,432,216	1,390,000 (3)	6,390,036	3,580,000	865,300	-	-	0 (5)	0 (5)
2039	-	-	20,760,000 (1)	616,572	-	-	870,000 (3)	6,342,178	3,720,000	722,100	-	-	-	-
2040	-	-	-	-	-	-	900,000 (3)	6,312,224	3,835,000 (4)	610,500	-	-	-	-
2041	-	-	-	-	-	-	68,590,000 (3)	6,281,237	3,950,000 (4)	495,450	-	-	-	-
2042	-	-	-	-	-	-	113,845,000 (3)	3,919,683	4,065,000 (4)	376,950	-	-	-	-
2043	-	-	-	-	-	-	-	-	4,190,000 (4)	255,000	-	-	-	-
2044	-	-	-	-	-	-	-	-	4,310,000 (4)	129,300	-	-	-	-
Totals	$ 431,625,000	$ 92,804,337	$ 74,750,000	$ 35,716,070	$ 207,280,000	$ 62,359,302	$ 188,810,000	$ 133,257,012	$ 61,830,000	$ 34,587,750	$ 82,265,000	$ 47,879,450	$ 78,855,000	$ 78,862,231

Fiscal Year Ending	Series 2009B $261,450,000		Series 2008A $700,000,000		Series 2006C $134,650,000		Series 2005A $20,630,000		Senior Bonds Total Debt Service		
									Total	Total	Total Debt
December 31	Principal	Interest (7)	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest (7)	Service
2022	$ 0	$ 15,522,287	$ 23,570,000	$ 1,922,813	$ 6,265,000	$ 4,603,856	$ 1,915,000	$ 50,269	$ 43,265,000	$ 71,857,243	$ 115,122,243
2023	0	15,522,287	24,840,000	652,050	6,605,000	4,266,019	-	-	51,905,000	69,106,793	121,011,793
2024	0	15,522,287	0	0 (8)	6,970,000 (9)	3,909,675	-	-	54,020,000	66,997,737	121,017,737
2025	0	15,522,287	0	0 (8)	7,335,000 (9)	3,534,169	-	-	58,180,000	64,771,039	122,951,039
2026	0	15,522,287	0	0 (8)	7,725,000 (10)	3,138,844	-	-	59,710,000	46,271,667	105,981,667
2027	0	15,522,287	0	0 (8)	8,140,000 (10)	2,722,388	-	-	56,900,000	45,046,084	101,946,084
2028	0	15,522,287	0	0 (8)	8,580,000 (11)	2,283,488	-	-	58,240,000	43,701,964	101,941,964
2029	0	15,522,287	0	0 (8)	9,050,000 (11)	1,820,700	-	-	59,690,000	42,267,347	101,957,347
2030	10,180,000 (6)	15,220,093	0	0 (8)	9,540,000 (12)	1,332,713	-	-	61,620,000	40,428,208	102,048,208
2031	10,825,000 (6)	14,596,560	0	0 (8)	10,035,000 (12)	818,869	-	-	63,595,000	38,460,492	102,055,492
2032	11,490,000 (6)	13,934,139	0	0 (8)	10,580,000 (12)	277,725	-	-	65,495,000	36,307,154	101,802,154
2033	23,395,000 (6)	12,898,578	0	0 (8)	-	-	-	-	90,135,000	33,925,994	124,060,994
2034	24,845,000 (6)	11,466,573	0	0 (8)	-	-	-	-	93,680,000	30,384,925	124,064,925
2035	26,380,000 (6)	9,945,959	0	0 (8)	-	-	-	-	97,285,000	26,777,890	124,062,890
2036	28,010,000 (6)	8,331,392	0	0 (8)	-	-	-	-	104,500,000	22,929,913	127,429,913
2037	29,745,000 (6)	6,616,935	0	0 (8)	-	-	-	-	107,055,000	18,778,888	125,833,888
2038	31,580,000 (6)	4,796,502	0	0 (8)	-	-	-	-	108,705,000	14,710,219	123,415,219
2039	65,000,000 (6)	1,929,525	-	-	-	-	-	-	90,350,000	9,610,375	99,960,375
2040	-	-	-	-	-	-	-	-	4,735,000	6,922,724	11,657,724
2041	-	-	-	-	-	-	-	-	72,540,000	6,776,687	79,316,687
2042	-	-	-	-	-	-	-	-	117,910,000	4,296,633	122,206,633
2043	-	-	-	-	-	-	-	-	4,190,000	255,000	4,445,000
2044	-	-	-	-	-	-	-	-	4,310,000	129,300	4,439,300
Totals	$ 261,450,000	$ 223,914,549	$ 48,410,000	$ 2,574,863	$ 90,825,000	$ 28,708,444	$ 1,915,000	$ 50,269	$ 1,528,015,000	$ 740,714,276	$ 2,268,729,276

(a) Final payment due after payments of capitalized interest on the 2018 Senior Bonds through June 15, 2020 (from certain proceeds of the 2018 Senior Bonds).
(1) Mandatory sinking fund principal payments from a $61,680,000 2.97% term bond due December 15, 2039.
(2) Mandatory sinking fund principal payments from a $101,890,000 2.774% term bond due December 15, 2038.
(3) Mandatory sinking fund principal payments from a $188,810,000 3.443% term bond due December 15, 2042.
(4) Mandatory sinking fund principal payments from a $20,350,000 3.00% term bond due December 15, 2044.
(5) Principal and interest refunded by the 2021 Senior Bonds.
(6) Mandatory sinking fund principal payments from a $261,450,000 5.937% term bond due June 15, 2039.
(7) Includes actual interest payments on the 2009B Senior Bonds (Build America Bonds) and does not reflect any federal interest subsidy payments the Authority expects to receive.
(8) Principal and interest was refunded by the 2015A Senior Bonds.
(9) Mandatory sinking fund principal payments from a $14,305,000 5.25% term bond due June 15, 2025.
(10) Mandatory sinking fund principal payments from a $15,865,000 5.25% term bond due June 15, 2027.
(11) Mandatory sinking fund principal payments from a $17,630,000 5.25% term bond due June 15, 2029.
(12) Mandatory sinking fund principal payments from a $30,155,000 5.25% term bond due June 15, 2032.

(Source: Zions Public Finance, Inc.)

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Debt Service Schedule Of Outstanding Sales Tax Revenue Bonds By Fiscal Year–continued

	Subordinate Debt									
Fiscal Year Ending	Series 2021 $16,220,000		Series 2019 $59,070,000		Series 2018 $115,540,000		Series 2016 $145,691,497.50		Series 2015A $192,005,000	
December 31	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2022	$ 200,000	$ 502,738	$ 0	$ 2,108,420	$ 3,395,000	$ 4,929,144	$ 0	$ 4,602,300	$ 8,875,000	$ 2,687,125
2023	250,000	457,097	0	2,108,420	3,565,000	4,759,394	0	4,602,300	6,750,000	2,296,500
2024	250,000	455,605	0	2,108,420	3,745,000	4,581,144	0	4,602,300	7,100,000	1,950,250
2025	250,000	453,185	0	2,108,420	3,930,000	4,393,894	0	4,602,300	13,315,000	1,439,875
2026	255,000	449,782	0	2,108,420	4,025,000	4,197,394	0	4,602,300	7,995,000	907,125
2027	70,000	445,802	0	2,108,420	4,170,000	3,996,144	18,175,000	4,602,300	0	707,250 (4)
2028	70,000	444,528	0	2,108,420	4,375,000	3,787,644	18,715,000	4,057,050	0	707,250 (4)
2029	70,000	443,114	0	2,108,420	1,255,000	3,568,894	28,865,000	3,495,600	0	707,250 (4)
2030	70,000	441,581	0	2,108,420	1,310,000	3,506,144	29,915,000	2,441,000	0	707,250 (4)
2031	75,000	439,979	0	2,108,420	1,355,000	3,466,844	31,110,000	1,244,400	0	707,250 (4)
2032	75,000	438,187	0	2,108,420	9,465,000	3,424,500	18,911,498	13,443,503 (2)	0	707,250 (4)
2033	75,000	435,946	0	2,108,420	390,000	2,951,250	-	-	0	707,250 (4)
2034	80,000	433,704	0	2,108,420	405,000	2,938,575	-	-	0	707,250 (4)
2035	80,000	431,313	0	2,108,420	415,000	2,924,906	-	-	0	707,250 (4)
2036	275,000	428,922	17,400,000	2,108,420	430,000	2,910,381	-	-	0	707,250 (4)
2037	14,075,000	420,702	0	1,518,038	445,000	2,895,331	-	-	0 (3)	353,625 (4)
2038	-	-	0	1,518,038	460,000	2,879,756	-	-	-	-
2039	-	-	0	1,518,038	475,000	2,863,656	-	-	-	-
2040	-	-	0	1,518,038	22,100,000	2,846,438	-	-	-	-
2041	-	-	19,020,000 (1)	1,518,038	44,090,000	1,741,438	-	-	-	-
2042	-	-	22,650,000 (1)	825,140	-	-	-	-	-	-
Totals	$ 16,220,000	$ 7,122,184	$ 59,070,000	$ 40,041,632	$ 109,800,000	$ 69,562,869	$ 145,691,498	$ 52,295,353	$ 44,035,000	$ 16,707,000

Fiscal Year Ending	Series 2010 $200,000,000		Series 2007A $261,124,108.55		Subordinate Bonds Total Debt Service		
December 31	Principal	Interest (10)	Principal (11)	Interest (11)	Total Principal	Total Interest (10)	Total Debt Service
2022	$ 0	$ 11,410,000	$ 0	$ 5,794,750	$ 12,470,000	$ 32,034,477	$ 44,504,477
2023	0	11,410,000	5,300,000	5,662,250	15,865,000	31,295,961	47,160,961
2024	0	11,410,000	5,560,000	5,390,750	16,655,000	30,498,469	47,153,469
2025	0	11,410,000	0	5,251,750	17,495,000	29,659,424	47,154,424
2026	0	11,410,000	6,110,000	5,099,000	18,385,000	28,774,021	47,159,021
2027	0	11,410,000	6,435,000	4,785,375	28,850,000	28,055,291	56,905,291
2028	0	11,410,000	6,765,000	4,455,375	29,925,000	26,970,267	56,895,267
2029	0	11,410,000	7,115,000	4,108,375	37,305,000	25,841,653	63,146,653
2030	0	11,410,000	7,470,000	3,743,750	38,765,000	24,358,145	63,123,145
2031	0	11,410,000	7,870,000	3,360,250	40,410,000	22,737,143	63,147,143
2032	0	11,410,000	0 (11)	3,163,500 (11)	28,451,498	34,695,360	63,146,858
2033	0	11,410,000	20,045,000	2,662,375	20,510,000	20,275,241	40,785,241
2034	0	11,410,000	21,070,000	1,634,500	21,555,000	19,232,449	40,787,449
2035	0	11,410,000	22,155,000	553,875	22,650,000	18,135,764	40,785,764
2036	0	11,410,000	-	-	18,105,000	17,564,973	35,669,973
2037	5,970,000 (9)	11,239,706	-	-	20,490,000	16,427,402	36,917,402
2038	23,730,000 (9)	10,392,513	-	-	24,190,000	14,790,308	38,980,308
2039	49,270,000 (9)	8,310,188	-	-	49,745,000	12,691,883	62,436,883
2040	121,030,000 (9)	3,452,381	-	-	143,130,000	7,816,856	150,946,856
2041	-	-	-	-	63,110,000	3,259,476	66,369,476
2042	-	-	-	-	22,650,000	825,140	23,475,140
Totals	$ 200,000,000	$ 204,544,788	$ 115,895,000	$ 55,665,875	$ 690,711,498	$ 445,939,700	$ 1,136,651,197

(a) This bond issue is included in this table because final principal and interest payments occurred in Fiscal Year 2020.

(1) Mandatory sinking fund principal payments from a $41,670,000 3.643% term bond due December 15, 2042.

(2) Capital Appreciation Bonds due on December 15, 2032 in the amount of $32,355,000 ($18,911,498 in principal and $13,443,503 in interest).

(3) Principal and interest was refunded by the 2021 Subordinate Bonds.

(4) Principal and interest was refunded by the 2019B Senior Bonds and the 2019 Subordinate Bonds.

(5) Principal and interest was refunded by the 2020B Senior Bonds.

(9) Mandatory sinking fund principal payments from a $200,000,000 5.705% term bond due June 15, 2040.

(10) Includes actual interest payments on the 2010 Subordinate Bonds (Build America Bonds) and does not reflect any federal interest subsidy payments the Authority expects to receive.

(11) The capital appreciation bonds portion, of the 2007A Subordinate Bonds, were refunded by the 2015A Subordinate Bonds and the 2018 Subordinate Bonds.

(Source: Zions Public Finance, Inc.)

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Debt Service Schedule Of Outstanding Sales Tax Revenue Bonds By Fiscal Year–continued

Fiscal Year Ending December 31	Total All Debt Senior and Subordinated Debt Total Principal	Total Interest (1)	Total Debt Service (1)
2022	55,735,000	103,891,720	159,626,720
2023	67,770,000	100,402,754	168,172,754
2024	70,675,000	97,496,206	168,171,206
2025	75,675,000	94,430,463	170,105,463
2026	78,095,000	75,045,688	153,140,688
2027	85,750,000	73,101,375	158,851,375
2028	88,165,000	70,672,231	158,837,231
2029	96,995,000	68,108,999	165,103,999
2030	100,385,000	64,786,353	165,171,353
2031	104,005,000	61,197,635	165,202,635
2032	93,946,498	71,002,514	164,949,011
2033	110,645,000	54,201,235	164,846,235
2034	115,235,000	49,617,374	164,852,374
2035	119,935,000	44,913,654	164,848,654
2036	122,605,000	40,494,886	163,099,886
2037	127,545,000	35,206,290	162,751,290
2038	132,895,000	29,500,526	162,395,526
2039	140,095,000	22,302,258	162,397,258
2040	147,865,000	14,739,580	162,604,580
2041	135,650,000	10,036,163	145,686,163
2042	140,560,000	5,121,773	145,681,773
2043	4,190,000	446,194,700	450,384,700
2044	4,310,000	129,300	4,439,300
Totals	$ 2,218,726,498	$ 1,632,593,675	$ 3,851,320,173

(1) Includes actual interest payments on the 2010 Subordinate Bonds (Build America Bonds) and the 2009B Senior Bonds (Build America

(Source: Zions Public Finance, Inc.)

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No Defaulted Obligations

The Authority has never failed to pay principal of and interest on its financial obligations when due.

Future Issuance Of Debt; State of Utah Department of Transportation Loan

Future Issuance of Debt. The Authority may issue additional Senior Bonds or Subordinate Bonds in accordance with the Indentures or may enter into leases or other obligations during the next several years to finance additional System projects should the need arise or to refund other bonds. *Currently, the Authority has no formal plans for the issuance of additional sales tax revenue bonds.*

State of Utah Department of Transportation Loan. In May 2023, the Legislature authorized $___ million of general obligation bonds, to be issued by the State, for transportation projects for the Utah Department of Transportation ("UDOT"). The legislation authorizes UDOT to loan $____ million of general obligation bond proceeds to the Authority to double track certain strategic commuter rail sections of the FrontRunner System (the "FrontRunner System Double Tracking Project"). As part of that loan, the Authority agrees to pay UDOT $5 million per year for 15 years.

The Authority will budget in its Fiscal Year 2024 budget, a $5 million payment to UDOT, however, the FrontRunner System Double Tracking Project has yet to be scheduled as a current project. If the FrontRunner System Double Tracking Project does not begin in Fiscal Year 2024, the Authority will budget the $5 million payment to UDOT in Fiscal Year 2025. The Authority will budget this loan payment from available Revenues of the System.

Also see "UTAH TRANSIT AUTHORITY—Ongoing Capital Projects Of The Authority" above.

FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY

Management's Discussion And Analysis Of Financial Operations

All Sales Tax Revenues.

Fiscal Year 2022 Collections. For Fiscal Year 2022, the Authority budgeted $435,654,412 for collections of all sales tax revenues within the Authority's Service Area. Actual collections for all sales tax revenue for Fiscal Year 2022 totaled $480,925,766 (which was $45,271,354 (or 10.4 %) more than the budgeted Fiscal Year 2022 amount).

Fiscal Year 2023 Current Collections. For Fiscal Year 2023, the Authority budgeted $480,000,000 for collections of all sales tax revenues within the Authority's Service Area. From January 2023 through April 2023 the Authority has collected from all sales tax revenues $150,132,011, which is 3.2% less than the actual Fiscal Year 2022 collections of $154,944,674 as compared to the same time period, but 2.9% higher than the Fiscal Year 2023 Budget for the same time period.

Fiscal Year 2024 Projected Collections. For Fiscal Year 2024, the Authority has projected $505,164,000 for collections of all sales tax revenues within the Authority's Service Area. Fiscal Year 2024 projected all sales tax revenues would be $25,164,000 (or 5%) more when compared to the 2023 Fiscal Year Budget of $480,000,000 (for the same time period).

Sales and Use Taxes (Pledged Revenues).

Fiscal Year 2022 Budget and Collections. The Authority budgeted Sales and Use Tax collections for Fiscal Year 2022 at $418,718,000. The Authority received $414,301,169 in Sales and Use Tax collections for Fiscal Year 2022 (which actual collections were $4,416,831 (or 1.1%) less than the budgeted amount).

Fiscal Year 2023 Current Collections. The Authority budgeted Sales and Use Tax collections for Fiscal Year 2023 to be collected at $413,010,000 (which is $5.708 million (or 1.4%) less than the 2022 Fiscal Year Budget amount of $418,718,000.

The Authority has received its Sales and Use Tax collections for January 2023 through April 2023 of $129,349,294 which is approximately $23,414,417 (or 22.1) more than the budgeted amount).

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Fiscal Year 2024 Projected Collections. For Fiscal Year 2024, the Authority has projected $434,662,000 for Sales and Use Tax collections within the Authority's Service Area. Projected Sales and Use Tax collections of $434,662,000 would be $21,652,000 (or 5%) more when compared to the 2023 Fiscal Year Budget of $413,010,000 (for the same time period).

Ridership. The Authority had a 31.2 percent increase in ridership in 2022 compared to 2021 as ridership is trending toward returning to pre-pandemic levels. However, many businesses encourage telecommuting or working from home for their employees which impacts the rate at which ridership will return to pre-pandemic levels.

Fund Structure; Accounting Basis

The accounting policies of the Authority conform to accounting principles generally accepted in the United States as well as standards promulgated by the Governmental Accounting Standards Board pronouncements for governmental units.

The Authority has a single enterprise fund and uses the accrual method of accounting and the capital maintenance measurement focus. Under this method revenues are recognized when they are earned, and expenses are recognized when they are incurred. See "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–"Notes to the Financial Statements–Note 2. Summary of Significant Accounting Policies" (ACFR page 42).

Budget Process

For a detailed discussion of the Authority's budgeting procedures see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–"Notes to the Financial Statements–Note 2. Summary of Significant Accounting Policies" (ACFR page 42).

Designated Reserve Funds Of The Authority

General Reserve. In Fiscal Year 2019, the Authority changed the name of the Operating Reserve to the General Reserve (this reserve to be used as a working capital account throughout each Fiscal Year) and in April 2020 changed the maximum amount in the reserve from 12% of budgeted operating expenses as limited by statute. The balance in the General Reserve is $72,100,000 as reported in the Fiscal Year 2022 ACFR. *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the General Reserve.*

Capital Replacement Reserve. In Fiscal Year 2019 the Authority created a Capital Replacement Reserve to be used for capital repair or replacement costs due to extraordinary circumstances. In April 2020 the Authority revised the reserve amount (from 3.5% of operating budget) to 1% of property, facilities, and equipment costs. The Board of Trustees must give its prior approval before funds are used. For Fiscal Year 2022, the amount on deposit in this reserve was $46,541,454. *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the Capital Replacement Reserve.*

Debt Reduction Reserve. In September 2012, the Authority established a debt service reserve and rate stabilization fund that is intended to be used for one or more of the following purposes: funding positive differences between actual variable interest expense and budgeted variable interest expense; payment of scheduled debt service, if necessary; retirement of debt prior to maturity; self–funding debt service reserves for new bond issues; and providing collateral for short–term bank lines of credit (the "Debt Reduction Reserve"). Pursuant to the Board of Trustee's policy, the Authority intends to fund this fund from: any savings derived during periods in which actual variable interest expense is less than budgeted variable interest expense (if any variable debt is outstanding); savings from interest expense on refunding bonds; budget contributions and certain other moneys. In April 2020, the Board revised the amount held in the Debt Reduction Reserve, by transferring money into the General Reserve and the Capital Replacement Reserve (in Fiscal Year 2022 the amount on deposit was $30,000,000). *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the Debt Reduction Reserve.*

Service Sustainability Reserve. In Fiscal Year 2008, the Authority established a stabilization (service) reserve that is intended to be used to mitigate the impact on service rates or preserve service levels when the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances, such as an economic downturn or a rapid rise in fuel prices (the "Service Sustainability Reserve"). Pursuant to the Board of Trustee's policy, the Authority intends to maintain the Service Sustainability Reserve balance to an amount equal to approximately 3% of the Authority's annual budgeted operating expense. The balance in the Service Sustainability Reserve is $12,017,000 as reported in the Fiscal Year 2022 ACFR. *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the Service Sustainability Reserve.*

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Self–Insurance Reserve. The balance in the Self–Insurance Reserve is $7,885,431 as reported in the Fiscal Year 2022 ACFR. *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the Self–Insurance Reserve.*

Catastrophic Reserve. In August 2021, the Authority created a Catastrophic Reserve in the amount of $1.1 million. The balance in the Catastrophic Reserve is $1,084,653 as reported in the Fiscal Year 2022 ACFR. *As of the date of this OFFICIAL STATEMENT, the Authority has not withdrawn (or added to) any moneys in the Self–Insurance Reserve.*

Neither the General Reserve, the Capital Replacement Reserve, the Debt Reduction Reserve, the Service Sustainability Reserve, the Self–Insurance Reserve, nor the Catastrophic Reserve are pledged as security for the 2023 Bonds and the Board of Trustees may determine to modify its policies with respect to such funds from time to time.

The Authority's Unaudited Monthly Financial Summaries (January 2023 through May 31, 2023)

The summaries contained herein were extracted from the Authority's internal monthly unaudited financial statements for May 31, 2023 (which is the latest financial information available as of the date of this OFFICIAL STATEMENT).

The information presented is the Authority's Balance Sheet as of May 31, 2023; the Revenues and Expenditures from January 1, 2023 through May 31, 2023 (with comparisons for 2023 and 2022 with actuals numbers and year–to-date numbers); and the Budget to Actual of Revenues and Expenditures from January 1, 2023 through May 31, 2023.

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SUMMARY FINANCIAL DATA EXHIBIT 1-2
(UNAUDITED)
As of May 31, 2023

BALANCE SHEET

		5/31/2023	5/31/2022
	CURRENT ASSETS		
1	Cash	$ 34,804,742	$ 39,607,594
2	Investments (Unrestricted)	464,785,672	501,792,552
3	Investments (Restricted)	180,365,647	166,970,961
4	Receivables	95,685,182	72,327,555
5	Receivables - Federal Grants	3,872,754	4,062,640
6	Inventories	39,944,654	35,898,060
7	Prepaid Expenses	587,158	909,707
8	**TOTAL CURRENT ASSETS**	**$ 820,045,809**	**$ 821,569,069**
9	Property, Plant & Equipment (Net)	2,885,551,888	2,914,893,120
10	Other Assets	198,970,994	130,853,531
11	**TOTAL ASSETS**	**$ 3,904,568,691**	**$ 3,867,315,720**
12	Current Liabilities	65,952,995	96,543,874
14	Net Pension Liability	166,224,640	90,642,486
15	Outstanding Debt	2,408,374,294	2,406,333,618
16	Net Investment in Capital Assets	694,985,281	669,423,757
17	Restricted Net Position	149,430,572	98,699,077
18	Unrestricted Net Position	419,600,909	505,672,908
19	**TOTAL LIABILITIES & EQUITY**	**$ 3,904,568,691**	**$ 3,867,315,720**

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

	RESTRICTED RESERVES		
20	2018 Bond Proceeds	31,204	$ 5,244,957
21	2019 Bond Proceeds	3,131,904	42,917,261
22	Debt Service Interest Payable	112,635,167	85,481,048
23	Risk Contingency Fund	8,076,253	8,040,994
24	Catastrophic Risk Reserve Fund	1,117,698	1,100,253
25	Box Elder County ROW (sales tax)	1,540,467	2,117,721
26	Utah County 4th Qtr (sales tax)	11,468,465	2,830,318
27	Amounts held in escrow	42,364,489	19,238,409
28	**TOTAL RESTRICTED RESERVES**	**$ 180,365,647**	**$ 166,970,961**
	DESIGNATED GENERAL AND CAPITAL RESERVES		
29	General Reserves	72,100,000	65,368,000
30	Service Sustainability Reserves	12,017,000	10,895,000
31	Capital Reserve	46,541,000	45,616,000
32	Debt Reduction Reserve	30,000,000	30,000,000
33	**TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES**	**$ 160,658,000**	**$ 151,879,000**
34	**TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS**	**$ 341,023,647**	**$ 318,849,961**

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SUMMARY FINANCIAL DATA EXHIBIT 1-3
(UNAUDITED)
As of May 31, 2023

REVENUE & EXPENSES

		ACTUAL May-23	ACTUAL May-22	YTD 2023	YTD 2022
	OPERATING REVENUE				
1	Passenger Revenue	$ (3,027,353)	$ (2,911,185)	$ (15,219,096)	$ (14,040,790)
2	Advertising Revenue	(212,667)	(174,500)	(986,667)	(900,000)
3	**TOTAL OPERATING REVENUE**	**$ (3,240,020)**	**$ (3,085,685)**	**$ (16,205,763)**	**$ (14,940,790)**
	OPERATING EXPENSE				
4	Bus Service	$ 10,288,985	$ 9,500,051	$ 53,458,760	$ 48,904,822
5	Commuter Rail	2,419,778	2,399,831	12,366,010	10,284,790
6	Light Rail	3,470,983	3,200,069	18,119,689	16,012,346
7	Maintenance of Way	1,529,653	969,827	8,522,602	7,547,425
8	Paratransit Service	2,313,495	2,215,471	11,019,867	10,066,064
9	RideShare/Van Pool Services	324,522	301,564	1,433,018	1,106,967
10	Microtransit	692,594	980,315	2,975,268	2,740,991
11	Operations Support	5,356,588	4,435,148	28,229,977	22,731,141
12	Administration	3,971,545	3,417,517	18,762,902	15,376,751
13	Non-Departmental	-	-	-	-
14	**TOTAL OPERATING EXPENSE**	**$ 30,368,143**	**$ 27,419,793**	**$ 154,888,093**	**$ 134,771,297**
15	**NET OPERATING (INCOME) LOSS**	**$ 27,128,123**	**$ 24,334,108**	**$ 138,682,330**	**$ 119,830,507**
	NON-OPERATING EXPENSE (REVENUE)				
16	Investment Revenue	(2,415,550)	(209,817)	(16,487,750)	(817,996)
17	Sales Tax Revenue[1]	(38,868,434)	(38,787,840)	(189,700,858)	(182,654,415)
18	Other Revenue	(1,012,025)	(1,009,338)	(4,649,442)	(4,720,466)
19	Fed Operations/Preventative Maint. Revenue	-	(35,739,853)	(132,220)	(161,117,206)
20	Bond Interest	6,258,972	6,537,638	31,294,858	32,688,191
21	Bond Interest UTCT	148,357	152,434	741,785	762,168
22	Bond Cost of Issuance/Fees	8,700	-	11,150	42,100
23	Lease Interest	230,063	88,269	1,572,640	642,077
24	Sale of Assets	2,798,820	9,268	4,732,957	3,485,569
25	**TOTAL NON-OPERATING EXPENSE (REVENUE)**	**$ (32,851,097)**	**$ (68,959,239)**	**$ (172,616,880)**	**$ (311,689,978)**
26	**CONTRIBUTION TO RESERVES**	**$ 5,722,974**	**$ 44,625,131**	**$ 33,934,550**	**$ 191,859,471**
	OTHER EXPENSES (NON-CASH)				
27	Bond Premium/Discount Amortization	(339,685)	(2,271,030)	(1,698,426)	(1,784,499)
28	Bond Refunding Cost Amortization	1,242,598	5,414,239	6,212,992	5,962,610
29	Future Revenue Cost Amortization	67,576	67,576	337,881	337,881
30	Depreciation	11,821,477	11,568,772	57,868,799	57,913,800
31	**NET OTHER EXPENSES (NON-CASH)**	**$ 12,791,966**	**$ 14,779,557**	**$ 62,721,246**	**$ 62,429,792**

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

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

EXHIBIT 1-4

CURRENT MONTH

		ACTUAL May-23	BUDGET May-23	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (3,027,353)	$ (2,970,738)	$ 56,615	2%
2	Advertising Revenue	(212,667)	(193,500)	19,167	10%
3	**TOTAL OPERATING REVENUE**	**$ (3,240,020)**	**$ (3,164,238)**	**$ 75,782**	**2%**
	OPERATING EXPENSE				
4	Bus Service	$ 10,288,985	11,083,103	$ 794,118	7%
5	Commuter Rail	2,419,778	2,513,162	93,384	4%
6	Light Rail	3,470,983	3,737,257	266,274	7%
7	Maintenance of Way	1,529,653	1,765,414	235,761	13%
8	Paratransit Service	2,313,495	2,308,889	(4,606)	0%
9	RideShare/Van Pool Services	324,522	332,910	8,388	3%
10	Microtransit	692,594	766,024	73,430	10%
11	Operations Support	5,356,588	5,124,709	(231,879)	-5%
12	Administration	3,971,545	6,958,230	2,986,685	43%
13	Non-Departmental	-	-	-	
14	**TOTAL OPERATING EXPENSE**	**$ 30,368,143**	**$ 34,589,698**	**$ 4,221,555**	**12%**
15	**NET OPERATING (INCOME) LOSS**	**$ 27,128,123**	**$ 31,425,460**	**$ 4,297,337**	**14%**
	NON-OPERATING EXPENSE (REVENUE)				
16	Investment Revenue	$ (2,415,550)	$ (605,000)	$ 1,810,550	299%
17	Sales Tax Revenue	(38,868,434)	(36,213,655)	2,654,779	7%
18	Other Revenue	(1,012,025)	(969,500)	42,525	4%
19	Fed Operations/Preventative Maint. Revenue	-	-	-	
20	Bond Interest	6,258,972	6,258,972	-	0%
21	Bond Interest UTCT	148,357	148,357	-	0%
22	Bond Cost of Issuance/Fees	8,700	11,600	2,900	25%
23	Lease Interest	230,063	231,842	1,779	1%
24	Sale of Assets	2,798,820	-	(2,798,820)	
25	**TOTAL NON-OPERATING EXPENSE (REVENUE)**	**$ (32,851,097)**	**$ (31,137,384)**	**$ 1,713,713**	**6%**
26	**CONTRIBUTION TO RESERVES**	**$ 5,722,974**	**$ (288,076)**		

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Five Year Financial Summaries

The summaries contained herein were extracted from the Authority's audited financial statements for Fiscal Years 2018 through 2022. The summaries themselves are unaudited. *The Authority's audited financial statements for Fiscal Year 2023 must be completed under State law by June 30, 2024.*

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Utah Transit Authority
Statement of Net Position

	As of December 31 (1)				
	2022	2021	2020	2019	2018
Assets and deferred outflows of resources					
Assets					
Current assets					
Cash and cash equivalents	$ 340,511,281	$ 190,968,233	$ 185,542,606	$ 121,247,679	$ 103,037,555
Receivables					
Contributions from other governments (sales tax)	86,119,433	83,728,630	70,537,845	61,526,161	50,725,259
Federal grants	15,916,587	32,359,923	28,866,419	16,963,742	24,146,542
Other	11,213,548	8,121,608	7,084,940	6,016,947	4,443,339
State of Utah	267,196	3,447,244	3,619,783	7,270,213	9,930,141
Parts and supplies inventories	39,450,941	34,175,227	34,422,837	36,043,834	35,551,784
Investments	195,865,777	151,672,499	20,061,732	–	–
Restricted cash and cash equivalents (bond funds)	25,973,657	16,938,274	16,457,844	892,005	–
Prepaid expenses	1,666,243	2,245,414	2,448,303	2,299,133	2,842,013
Restricted receivables	–	–	–	1,843,015	–
Total current assets	716,984,663	523,657,052	369,042,309	254,102,729	230,676,633
Noncurrent assets					
Restricted assets (cash equivalents and investments)					
Escrow funds	68,706,587	102,795,975	106,067,907	105,638,304	66,174,772
Bond funds		3,243	13,093,632	44,906,842	47,668,250
Self-insurance deposits	8,681,226	9,089,772	7,745,463	7,932,069	7,716,809
Interlocal agreements	11,074,257	2,044,945	4,236,800	6,778,351	7,040,441
Represented employee benefits	–	–	–	4,596,492	4,133,950
Total restricted assets	88,462,070	113,933,935	131,143,802	169,852,058	132,734,222
Long-term lease receivables	2,372,247	–	–	–	–
Depreciable capital assets					
Infrastructure	2,529,910,034	2,508,863,889	2,500,620,104	2,499,683,484	2,515,426,407
Revenue vehicles	718,106,506	748,886,006	752,974,669	752,446,315	753,650,299
Building and building improvements	197,884,811	203,911,043	213,225,412	245,182,707	302,473,214
Land improvements	202,372,874	178,487,488	148,507,252	105,928,156	79,140,497
Leased land improvements	94,263,206	94,273,476	84,485,965	84,485,965	75,804,461
Leased revenue vehicles	109,431,765	87,967,286	71,632,600	66,592,155	60,365,705
Equipment	75,716,711	66,816,219	66,536,885	60,703,740	144,817,612
Intangibles	67,879,460	57,097,309	54,745,003	18,292,597	9,585,417
Total depreciable capital assets	3,995,565,367	3,946,302,716	3,892,727,890	3,833,315,119	3,941,263,612
Non–depreciable capital assets					
Land	416,304,520	411,342,949	410,537,405	408,225,179	440,917,126
Construction in progress	242,275,503	203,927,118	137,936,777	139,699,345	109,972,902
Total non–depreciable capital assets	658,580,023	615,270,067	548,474,182	547,924,524	550,890,028
Total capital assets	4,654,145,390	4,561,572,783	4,441,202,072	4,381,239,643	4,492,153,640
Less accumulated depreciation and amortization	(1,764,524,099)	(1,673,614,615)	(1,557,835,813)	(1,431,847,732)	(1,402,256,629)
Amount recoverable–interlocal agreement	18,651,010	19,461,924	20,272,838	21,236,873	22,047,787
Other assets	31,897,229	11,080,316	9,500,000	9,500,000	9,698,840
Total noncurrent assets	3,031,003,847	3,032,434,343	3,044,282,899	3,149,980,842	3,254,377,860
Total assets	3,747,988,510	3,556,091,395	3,413,325,208	3,404,083,571	3,485,054,493
Deferred outflows of resources					
Advanced debt refunding	93,512,404	111,434,804	118,677,922	88,145,622	88,490,542
Resources related to pensions	67,974,684	24,435,158	21,967,097	13,459,954	31,930,657
Total deferred outflows of resources	161,487,088	135,869,962	140,645,019	101,605,576	120,421,199
Total assets and deferred outflows of resources	$ 3,909,475,598	$ 3,691,961,357	$ 3,553,970,227	$ 3,505,689,147	$ 3,605,475,692
Liabilities, deferred inflows of resources and net position					
Liabilities					
Current liabilities					
Current portion of long–term debt	$ 78,980,238	$ 64,946,585	$ 46,922,208	$ 33,413,386	$ 24,126,320
Accounts payable					
Other	38,935,794	38,295,605	21,721,896	19,533,745	37,169,641
State of Utah	1,846,425	5,826,591	309,217	29,679	138,224
Lease	253,947				
Unearned revenue	71,940,185	59,258,107	11,267,779	11,883,008	11,622,768
Current portion of accrued interest	3,849,362	4,381,335	9,266,627	4,614,297	4,165,847
Accrued liabilities, primarily payroll–related	8,081,279	6,551,808	8,455,516	11,811,462	10,718,710
Current portion of interlocal loan	1,595,000	1,545,000	1,885,735	–	–
Accrued self–insurance liability	1,567,267	1,061,173	1,017,333	862,650	1,155,787
Current portion of compensated absences	10,629,671	10,238,900	–	1,664,512	2,010,345
Total current liabilities	217,679,168	192,105,104	100,846,311	83,812,739	91,107,642
Long–term liabilities					
Long–term debt	2,237,433,835	2,290,265,031	2,334,703,811	2,415,488,275	2,385,014,132
Long–term net pension liability	166,224,640	90,642,486	96,783,597	103,864,839	131,548,114
Interlocal loan	54,530,000	56,125,000	63,779,861	–	–
Long–term compensated absences	4,748,411	4,385,260	14,338,107	10,768,696	9,513,471
Long–term accrued interest	4,398,268	3,643,226	2,990,412	7,332,852	5,614,014
Long–term lease payable	388,445	–	–	–	–
Long–term deposits	49,007	46,559	1,357,094	–	–
Total long–term liabilities	2,467,772,606	2,445,107,562	2,513,952,882	2,537,454,662	2,531,689,731
Total liabilities	2,685,451,774	2,637,212,666	2,614,799,193	2,621,267,401	2,622,797,373
Deferred inflows of resources					
Resources related to pension	522,594	22,789,360	21,967,293	11,653,452	33,383,699
Resources related to leases	2,529,265	–	–	–	–
Advanced debt refunding - gain on refunding	5,169,498	5,538,748	–	–	–
Resources related to pension	8,221,357	28,328,108	21,967,293	11,653,452	33,383,699
Net position					
Net investment in capital assets	666,552,866	667,968,269	648,605,411	692,675,681	827,646,243
Unrestricted (1)	505,087,728	331,437,253	228,081,924	113,143,840	85,088,927
Restricted for					
Debt service	25,973,657	16,941,517	29,551,476	44,906,842	47,668,250
Self–insurance deposits	7,113,959	8,028,599	6,728,130	7,932,069	7,716,809
Interlocal agreements	11,074,257	2,044,945	4,236,800	9,513,370	7,040,441
Represented employee benefits	–	–	–	4,596,492	4,133,950
Total net position	1,215,802,467	1,026,420,583	917,203,741	872,768,294	979,294,620
Total liabilities, deferred inflows of resources and net position	$ 3,909,475,598	$ 3,691,961,357	$ 3,553,970,227	$ 3,505,689,147	$ 3,635,475,692

(1) Restated in Fiscal Year 2018 and 2019 financial statements.

(Source: Information derived from the Authority's audited financial statements, compiled by Zions Public Finance, Inc.)

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Utah Transit Authority
Statement of Revenues, Expenses and Changes in Net Position

	Fiscal Year Ended December 31				
	2022	2021	2020	2019	2018
Operating revenues					
Passenger fares	$ 33,499,144	$ 28,510,458	$ 32,845,272	$ 52,649,054	$ 52,051,892
Advertising	2,214,000	1,875,729	2,035,000	2,462,500	2,412,500
Total operating revenues	35,713,144	30,386,187	34,880,272	55,111,554	54,464,392
Operating expense					
Depreciation	142,059,366		139,089,219	146,112,123	80,565,077
Bus service	135,508,533	108,575,280	107,390,047	104,570,413	96,719,747
Rail service	121,262,026	94,943,238	96,041,283	77,972,467	75,157,087
Operations support	62,562,572	50,621,841	46,463,776	47,056,444	45,557,749
Administration	64,959,236	54,073,187	44,545,686	36,738,745	39,593,947
Paratransit service	33,431,955	27,083,173	22,646,903	23,121,527	21,857,632
Other service	3,509,781	3,587,718	3,296,275	3,247,699	3,056,191
Impairment expense	6,358,030	–	–	–	–
Capital maintenance projects	–	–	–	19,078,502	38,654,111
Total operating expense	569,651,499	338,884,437	459,473,189	457,897,920	401,161,541
Excess of operating expenses over operating revenues	(533,938,355)	(308,498,250)	(424,592,917)	(402,786,366)	(346,697,149)
Non–operating revenues (expenses)					
Contributions for other governments (sales tax) (1)	480,925,766	433,360,729	361,590,707	317,797,604	282,933,591
Federal operating grants	215,063,965	130,631,095	160,258,318	69,746,231	61,820,668
Reinvestment of proceeds from development agreements	19,368,007	–	–	–	–
Other	11,692,301	9,822,657	9,442,644	(45,372,222)	8,155,668
Build America Bond subsidies	9,259,376	8,158,624	8,893,288	–	–
Investment income	1,806,825	1,432,026	3,525,448	6,821,490	6,525,872
Sale of assets	3,228,640	1,411,431	927,566	–	–
Interest expense	(99,970,267)	(101,286,173)	(99,898,505)	(87,541,906)	(91,000,388)
Net non–operating revenues	641,374,613	483,530,389	444,739,466	261,451,197	268,435,411
Income (loss) before contributions	107,436,258	175,032,139	20,146,549	(141,335,169)	(78,261,738)
Capital contributions					
Federal grants	50,582,042	48,642,468	20,898,309	16,395,068	31,585,004
Local	30,992,114	19,545,348	3,238,849	17,383,709	12,151,003
Capital contributions	68,648	45,775	151,740	1,030,066	20,142,932
Total capital contributions	81,642,804	68,233,591	24,288,898	34,808,843	63,878,939
Changes in net position	189,079,062	243,265,730	44,435,447	(106,526,326)	(14,382,799)
Total net position, January 1	1,026,723,405	917,203,741	872,768,294	979,294,620	993,677,419
Total net position, December 31	$ 1,215,802,467	$ 1,160,469,471	$ 917,203,741	$ 872,768,294	$ 979,294,620

(1) Includes the collection of all sales and use taxes (including those sales and use taxes levied for County Option Proposition 1 Tax and Fourth Quarter Cent Tax).
(2) The Authority restated its capital assets and the associated accumulated depreciation of those assets.

(Source: Information derived from the Authority's audited financial statements, compiled by Zions Public Finance, Inc.)

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For information regarding the Authority's 10-year history of net position and changes in net position see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022" (ACFR page 99).

Other Financial Information

Additional financial information regarding the Authority's 10-year revenue history by source and expense history by function see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022" (ACFR page 100).

Federal Grants

The Infrastructure Investment and Jobs Act (the "IIJA") was signed into law in November 2021. The IIJA authorizes through Fiscal Year 2026 several surface transportation programs including the federal-aid highway program, the transportation infrastructure finance and innovation program, nationally significant freight and highway projects, the rural surface transportation grant program and several other transportation and environmental programs.

The Authority is also taking various actions to prioritize and reduce costs and seek other federal funding as it becomes available.

Preventive Maintenance, Operating and Planning Grants. For the years shown, the Authority has received federal formula grants from FTA that include funds for preventive maintenance, operating and planning (including CARES Act and ARPA federal grants) in the following amounts:

Fiscal Year Ended December 31	Preventive Maintenance and Operating Grants	Planning Grants
2022	$215,063,965 (1)	0
2021	130,631,095	0
2020	160,258,318 (2)	0
2019	69,746,231	0
2018	61,820,668	0

(1) Includes $167,791,391 federal operating assistance ARPA grant and $24,539 federal operating assistance CRRSAA grant.

(2) Includes $95,617,240 in CARES Act funding and $64,641,078 in preventive maintenance and operating grant funding.

(Source: The Authority's historical Annual Comprehensive Financial Reports ("ACFR"); compiled by Zions Public Finance, Inc.)

See, also "APPENDIX A—COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Notes to the Financial Statements–Note 6–Federal Financial Assistance" (ACFR page 62) and "—Statistical Section–Revenue History by Source 10 Years" (ACFR page 100).

Capital Grants. In addition, the Authority receives capital fund grants from FTA under several programs for planning and capital assistance; new start small rail projects; limited bus rapid transit assistance; bus and rail preventative maintenance; bus and bus facilities. The following table shows the federal capital grants received by the Authority for the years shown. Amounts vary from year to year according to a variety of factors, including System needs for capital and availability of federal moneys (including CARES Act and ARP Act federal grants).

Fiscal Year Ended December 31	Rail/ TRAX System	Other Capital	Total Capital Grants
2022	0	$50,582,042	
2021	0	48,642,468	
2020	0	20,898,309 (1)	20,898,309
2019	0	16,559,238	16,559,238
2018	0	31,585,004	31,585,004

(1) Includes $19,608,177 in other capital grants and $1,290,132 in CARES Act funding.

(Source: The Authority's ACFR's; compiled by Zions Public Finance, Inc.)

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See "APPENDIX A—COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022—Notes to the Financial Statements–Note 6–Federal Financial Assistance" (ACFR page 62) and "—Statistical Section–Revenue History by Source 10–Years" (ACFR page 100). See, also "INVESTMENT CONSIDERATIONS AFFECTING UTAH TRANSIT AUTHORITY AND THE 2023 BONDS—Federal Funding" above.

No Pledge of Grant Moneys. None of the federal grant moneys described under this section constitute Revenues or Pledged Revenues for purposes of the Senior Indenture or the Subordinate Indenture, to the extent that such moneys are prohibited by law from being pledged. However, the Indentures require the Authority to use such moneys for System operation and maintenance expenses to the extent received for that purpose. See "SECURITY FOR THE 2023 BONDS" above.

LEGAL MATTERS

Absence Of Litigation Concerning The 2023 Bonds

The office of the Attorney General of the State of Utah has officially advised that, to its knowledge, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale, or delivery of the 2023 Bonds.

Ongoing Litigation To Which The Authority Is A Party

Because of the magnitude of the Authority's bus and rail operations, the Authority is routinely a party in personal injury, wrongful death, property disputes and other tort litigation. As of the date of this OFFICIAL STATEMENT, the Authority is a defendant in several such lawsuits, and has received notices of claim with respect to other matters for which litigation has not yet commenced. Such lawsuits and notices of claim are at various stages in the litigation/claims process and seek damages in varied amounts.

The Authority is primarily self–insured with respect to its day–to–day operations. The self–insurance program maintained by the Authority applies to liability claims for death and personal injuries, vehicle property damage and workers' compensation. The procurement of insurance from third–party carriers is generally limited to (i) excess coverage with respect to railroad liability and worker's compensation exposures; (ii) insurance programs the Authority procures with respect to construction of major capital projects, and (iii) discrete programs of the Authority, such as the Authority's vanpool leasing program. The Authority funds its self–insurance reserves in an amount determined by annual actuarial studies. The self–insurance reserves, in the amount of $7,885,431 (the reported balance in the Fiscal Year 2022 ACFR), are held in a separate account with the PTIF. The Authority has allocated a portion of the reserve account to cover its anticipated liability exposure (as determined by the Authority's Risk Management Department) in each of the tort matters currently pending or threatened against the Authority. The amounts allocated to cover its perceived liability exposure are premised upon the continued applicability of the liability limits imposed by the Immunity Act. The applicability of the Immunity Act and its limits to the Authority has been affirmed by the Utah Supreme Court.

The Authority is also routinely involved in contract–related disputes. This contract litigation or threatened litigation generally involves either the construction contracts related to the Authority's large capital projects or collective bargaining agreements with the Union. These matters are not subject to the liability limits imposed by the Immunity Act. The Authority has allocated a portion of the reserve account to cover the anticipated liability exposure (as determined by the Authority's Risk Management Department) stemming from contract–related disputes pending or threatened as of the date of this OFFICIAL STATEMENT.

Also see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Notes to the Financial Statements–Note 2. Summary of Significant Accounting Policies–R. Risk Management" (ACFR page 49) and"–Notes to the Financial Statements–Note 7. Self–Insurance Claims Liability" (ACFR page 62).

General

Certain legal matters incident to the authorization and issuance of the 2023 Bonds are subject to the approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority. The approving opinion of Bond Counsel will be delivered with the 2023 Bonds in substantially the form set forth in "APPENDIX D—FORM OF OPINION OF BOND COUNSEL." Certain legal matters will be passed upon for the Authority by the Attorney General of the State of Utah. Certain legal matters regarding this OFFICIAL STATEMENT will be passed upon for the Underwriter by Chapman and Cutler LLP.

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The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the 2023 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the 2023 Bonds as a capital asset, tax–exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the 2023 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the 2023 Bonds.

Opinion Of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law currently existing as of the issue date of the 2023 Bonds:

Federal Tax Exemption. The interest on the 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the 2023 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the 2023 Bonds, subject to the condition that the Board of Higher Education and the University comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2023 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the 2023 Bonds.

State of Utah Tax Exemption. The interest on the 2023 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the 2023 Bonds but has reviewed the discussion under this heading "TAX MATTERS".

Other Tax Consequences

[Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a 2023 Bond over its issue price. The issue price of a 2023 Bond is the first price at which a substantial amount of the 2023 Bonds of that maturity have been sold to the public. If the original issue discount on a 2023 Bond is more than a de minimis amount (generally ¼ of 1% of the stated redemption price at maturity of the 2023 Bond multiplied by the number of complete years to its maturity date), then that 2023 Bond will be treated as issued with original issue discount. The amount of original issue discount that accrues to an owner of a 2023 Bond during any accrual period generally equals (1) the issue price of that 2021 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that 2023 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that 2023 Bond during that accrual

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period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be included in gross income for federal income tax purposes, and will increase the owner's tax basis in that 2023 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a 2023 Bond is generally the first price at which a substantial amount of the 2023 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax–exempt bonds amortizes over the term of the 2023 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the 2023 Bond and the amount of tax–exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the 2023 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a 2023 Bond, an owner of the 2023 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the 2023 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the 2023 Bond. To the extent a 2023 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long–term capital gain or loss if the 2023 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the 2023 Bonds, and to the proceeds paid on the sale of the 2023 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the 2023 Bonds should be aware that ownership of the 2023 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2023 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of 2023 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the 2023 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MISCELLANEOUS

Bond Ratings

As of the date of this OFFICIAL STATEMENT, Fitch, Moody's, and S&P have assigned their municipal bond ratings of "___" (_____ outlook), "____" (_____outlook), and "___" (positive outlook), respectively, to the 2023 Bonds.

The Authority has furnished to each rating agency rating the 2023 Bonds information about the Authority and the 2023 Bonds, including information not included in this OFFICIAL STATEMENT. Generally, rating agencies base their ratings on that information and on independent investigations, studies and assumptions made by each rating agency. There can be no assurance that ratings will continue for any given period or that they will not be revised downward or withdrawn entirely by a

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rating agency if, in the judgment of that rating agency, circumstances warrant the revision or withdrawal of the ratings. Those circumstances may include, among other things, changes in, or unavailability of, information relating to the Authority or the 2023 Bonds. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the 2023 Bonds.

Trustee

The obligations and duties of the Trustee under the Indentures are described in the Indentures, and the Trustee has undertaken only those obligations and duties that are expressly set out in the Indentures. The Trustee has not independently passed upon the validity of the 2023 Bonds, the security therefor, the adequacy of the provisions for payment thereof or the inclusion in gross income for federal tax purposes of the interest on the 2023 Bonds. The Trustee may resign or be removed or replaced as provided in the Indentures.

Underwriter

The Underwriter has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

2023 Bonds. The Underwriter has agreed, subject to certain conditions, to purchase all 2023 Bonds from the Authority. The Underwriter is obligated to accept delivery and pay for all the 2023 Bonds, if any are delivered, at an aggregate price of $_____, being an amount equal to the par amount of the 2023 Bonds, less an Underwriters' fee of $_____.

The Underwriter may resell the 2023 Bonds to the public at prices which may be higher or lower than the prices set forth on the inside cover pages of this OFFICIAL STATEMENT.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, investment management, principal investment, hedging, financing, and brokerage activities.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own accounts and for the accounts of its customers and may at any time hold long and/or short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

Wells Fargo Corporate & Investment Banking is the trade name used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA, registered with the U.S. Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

WFBNA acting through its Municipal Finance Group, the sole underwriter of the 2023 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the 2023 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the 2023 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the 2023 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly–owned subsidiaries of Wells Fargo & Company.

Municipal Advisor

The Authority has entered into an agreement with the Municipal Advisor whereunder the Municipal Advisor provides financial recommendations and guidance to the Authority with respect to preparation for sale of the 2023 Bonds, timing of sale, taxable and tax–exempt bond market conditions, costs of issuance and other factors related to the sale of the 2023 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this OFFICIAL STATEMENT and has

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supervised the completion and editing thereof. The Municipal Advisor has not audited, authenticated, or otherwise verified the information set forth in this OFFICIAL STATEMENT, or any other related information available to the Authority, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of this OFFICIAL STATEMENT or any other matter related to this OFFICIAL STATEMENT.

Independent Auditors

The financial statements of the Authority as of December 31, 2022, and for the year then ended, included in this OFFICIAL STATEMENT, have been audited by Crowe LLP, Indianapolis, Indiana ("Crowe"), as stated in their report in "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022" (ACFR page 17). Crowe has not been engaged to perform and has not performed, since the date of their report included in the Fiscal Year 2022 ACFR, any procedures on the financial statements addressed in the Fiscal Year 2022 ACFR. Crowe has not participated in the preparation or review of this OFFICIAL STATEMENT. Based upon their non–participation, they have not consented to the use of their name in this OFFICIAL STATEMENT.

Additional Information

All quotations contained herein from and summaries and explanations of the State Constitution, statutes, programs, laws of the State, court decisions, and the Indentures, do not purport to be complete, and reference is made to the State constitution, statutes, programs, laws of the State, court decisions, and the Indentures for full and complete statements of their respective provisions.

Any statements in this OFFICIAL STATEMENT involving matters of opinion, whether expressly so stated, are intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction with the foregoing material.

For purposes of compliance with Rule 15c2–12 of the United States Securities and Exchange Commission, as amended, and in effect on the date hereof, this PRELIMINARY OFFICIAL STATEMENT constitutes an official statement of the Authority that has been deemed final by the Authority as of its date except for the omission of no more than the information permitted by Rule 15c2–12.

This OFFICIAL STATEMENT and its distribution and use have been duly authorized by the Authority.

Utah Transit Authority

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APPENDIX A

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022

The ACFR of the Authority for Fiscal Year 2022 is contained herein. *The Authority's annual financial reports for Fiscal Year 2023 must be completed under State law by June 30, 2024.*

Government Finance Officers Association; Certificate of Achievement for Excellence in Financial Reporting

The Government Finance Officers Association of the United States and Canada ("GFOA") have awarded a Certificate of Achievement for Excellence in Financial Reporting to the Authority for its ACFR for the 29th consecutive year, beginning with Fiscal Year 1993 through Fiscal Year 2022.

For the Fiscal Year 2021 certificate see "APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF UTAH TRANSIT AUTHORITY FOR FISCAL YEAR 2022–Introductory Section–Certificate of Achievement for Excellence in Financial Reporting" (ACFR page 72).

The Authority has submitted its Fiscal Year 2022 ACFR to GFOA to determine its eligibility for a Certificate of Achievement. The Authority believes that its Fiscal Year 2022 ACFR continues to meet the Certificate of Achievement program requirements.

To be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized annual comprehensive financial report whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only.

Government Finance Officers Association; Distinguished Budget Presentation Award

GFOA has presented a Distinguished Budget Presentation Award to the Authority for its annual budget for the 23rd consecutive year, beginning with Fiscal Year 2000 through Fiscal Year 2023.

To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device. The award is valid for a period of one year only.

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APPENDIX B

EXTRACTS OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE

The following are extracts of certain provisions contained in the Senior General Indenture and are not to be considered as a full statement thereof. Reference is made to the Senior Indenture and the Sixteenth Supplemental Senior Indenture, for full details of all the terms of the 2023 Bonds, the security provisions appertaining thereto, and the definition of any terms used but not defined in this OFFICIAL STATEMENT.

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the 2023 Bonds, Gilmore & Bell, P.C., Bond Counsel to the Authority, proposes to issue its final approving opinion in substantially the following form:

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APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

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APPENDIX E

BOOK–ENTRY SYSTEM

DTC, the world's largest securities depository, is a limited–purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post–trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly–owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at http://www.dtcc.com.

Purchases of 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2023 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2023 Bonds, except if use of the book–entry system for the 2023 Bonds is discontinued.

To facilitate subsequent transfers, all 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of 2023 Bonds may wish to ascertain that the nominee holding the 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all the 2023 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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Redemption proceeds, distributions, and dividend payments on the 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Authority or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2023 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, if a successor depository is not obtained, 2023 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book–entry–only transfers through DTC (or a successor securities depository). In that event, 2023 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book–entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

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APPENDIX F

CERTAIN INFORMATION REGARDING THE SERVICE AREA

The economic and demographic information provided below has been collected from sources that the Authority considers to be reliable. Because it is difficult to obtain timely economic and demographic information, the economic condition of the Service Area may not be fully apparent in all of the publicly available local and regional economic statistics provided herein. In particular, the economic statistics provided herein may not fully capture the impact of current economic conditions. It is not possible to predict whether the trends shown below will continue in the future.

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Employment, Income, Construction, and Sales Taxes Within The Service Area and the State of Utah

Labor Force, Nonfarm Jobs and Wages within the Service Area

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2019–20	2018–19	2017–18	2016–17	2015–16
Civilian labor force	1,408,455	1,361,139	1,323,699	1,303,635	1,271,955	1,254,529	3.5	2.8	1.5	2.5	1.4
Employed persons	1,376,885	1,325,378	1,263,137	1,270,691	1,234,464	1,215,104	3.9	4.9	(0.6)	2.9	1.6
Unemployed persons	31,569	35,761	60,562	32,944	37,491	39,425	(11.7)	(41.0)	83.8	(12.1)	(4.9)
Total private sector (average)	1,188,547	1,136,992	1,075,318	1,088,753	1,059,485	1,023,683	4.5	5.7	(1.2)	2.8	3.5
Agriculture, forestry, fishing and hunting	2,851	2,953	2,927	2,806	2,716	2,695	(3.5)	0.9	4.3	3.3	0.8
Mining	3,674	3,324	3,354	3,069	3,273	2,798	10.5	(0.9)	9.3	(6.2)	17.0
Utilities	2,084	1,962	2,064	2,192	2,208	2,190	6.2	(4.9)	(5.8)	(0.7)	0.8
Construction	105,032	98,245	92,992	88,704	84,754	79,640	6.9	5.6	4.8	4.7	6.4
Manufacturing	124,714	119,653	112,564	114,118	111,112	108,093	4.2	6.3	(1.4)	2.7	2.8
Wholesale trade	52,393	49,863	47,920	47,039	46,031	45,936	5.1	4.1	1.9	2.2	0.2
Retail trade	143,889	144,962	136,339	138,962	138,626	135,256	(0.7)	6.3	(1.9)	0.2	2.5
Transportation and warehousing	58,926	56,255	54,041	52,035	49,718	46,716	4.7	4.1	3.9	4.7	6.4
Information	41,738	38,102	35,596	36,502	35,018	35,352	9.5	7.0	(2.5)	4.2	(0.9)
Finance and insurance	68,687	69,098	65,928	62,922	61,609	59,350	(0.6)	4.8	4.8	2.1	3.8
Real estate, rental and leasing	18,721	18,299	17,542	17,424	16,709	15,897	2.3	4.3	0.7	4.3	5.1
Professional, scientific, and technical services	115,841	106,275	100,283	97,297	92,576	85,417	9.0	6.0	3.1	5.1	8.4
Management of companies and enterprises	20,290	19,623	19,897	19,416	18,974	19,202	3.4	(1.4)	2.5	2.3	(1.2)
Admin., support, waste mgmt., remediation	84,995	83,585	81,831	84,879	84,265	82,661	1.7	2.1	(3.6)	0.7	1.9
Education services	48,355	46,949	45,413	46,856	45,491	44,502	3.0	3.4	(3.1)	3.0	2.2
Health care and social assistance	140,236	134,881	129,480	130,005	126,229	122,601	4.0	4.2	(0.4)	3.0	3.0
Arts, entertainment and recreation	19,508	16,889	14,418	18,422	17,605	17,120	15.5	17.1	(21.7)	4.6	2.8
Accommodation and food services	98,659	89,712	82,394	93,530	90,780	87,262	10.0	8.9	(11.9)	3.0	4.0
Other services	37,489	36,173	33,229	35,248	34,435	33,674	3.6	8.9	(5.7)	2.4	2.3
Unclassified establishments	87	94	17	110	57	6	(7.4)	452.9	(84.5)	93.0	850.0
Total public sector (average)	197,983	195,451	193,478	197,265	192,603	190,946	1.3	1.0	(1.9)	2.4	0.9
Federal	35,438	35,956	35,813	34,045	32,928	32,865	(1.4)	0.4	5.2	3.4	0.2
State	65,345	64,168	65,268	67,217	64,788	64,110	1.8	(1.7)	(2.9)	3.7	1.1
Local	97,366	95,162	92,400	96,004	94,887	93,972	2.3	3.0	(3.8)	1.2	1.0
Total payroll (in millions)	$ 87,857	$ 79,486	$ 71,705	$ 66,730	$ 62,270	$ 57,912	10.5	10.9	7.5	7.2	7.5
Average monthly wage	$ 4,679	$ 4,406	$ 4,135	$ 3,822	$ 3,685	$ 3,586	6.2	6.6	8.2	3.7	2.8
Average employment	231,283	222,829	211,466	214,336	208,681	202,438	3.8	5.4	(1.3)	2.7	3.1
Establishments	115,962	106,017	87,679	83,695	80,001	76,248	9.4	20.9	4.8	4.6	4.9

(1) Utah Department of Workforce Services.

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Employment, Income, Construction, and Sales Taxes Within The Service Area and the State of Utah–continued

Personal Income; Per Capital Personal Income; Median Household Income within the Service Area and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Service Area (totals)	$ 179,774,649	$ 164,551,498	$ 125,338,146	$ 118,270,822	$ 110,124,169	$ 104,042,124	9.3	31.3	6.0	7.4	5.8
State of Utah	156,896,281	148,240,621	156,896,281	148,240,621	136,996,815	128,900,615	5.8	(5.5)	5.8	8.2	6.3
Total Per Capita Personal Income											
Service Area (average)	51,579	47,821	44,940	42,948	40,663	39,160	7.9	6.4	4.6	5.6	3.8
State of Utah	48,939	47,008	48,939	47,008	44,178	42,375	4.1	(3.9)	4.1	6.4	4.3
Median Household Income											
Service Area (average)	82,359	75,557	77,060	72,946	70,175	66,731	9.0	(2.0)	5.6	3.9	5.2
State of Utah	75,705	71,381	75,705	71,381	68,395	65,931	6.1	(5.7)	6.1	4.4	3.7

Construction within the Service Area (2)

	Calendar Year						% change from prior year				
	2021	2020	2020	2019	2018	2017	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	30,877.0	24,138.0	21,183.0	18,944.0	17,001.0	15,498.0	27.9	13.9	11.8	11.4	9.7
New (in $1,000′s)											
Residential value	$ 6,613,911.0	$ 5,106,707.7	$ 4,406,279.3	$ 3,929,734.0	$ 3,497,319.1	$ 3,030,102.8	29.5	15.9	12.1	12.4	15.4
Non–residential value	2,302,907.8	2,082,816.7	2,002,329.9	1,724,490.4	1,840,094.0	2,023,918.2	10.6	4.0	16.1	(6.3)	(9.1)
Additions, alterations, repairs (in $1,000's)											
Residential value	355,138.3	427,558.8	233,121.9	223,153.9	196,020.3	217,315.0	(16.9)	83.4	4.5	13.8	(9.8)
Non–residential value	1,340,620.2	1,183,518.2	1,038,754.2	731,837.7	788,343.0	1,241,903.4	13.3	13.9	41.9	(7.2)	(36.5)
Total construction value (in $1,000's)	$ 10,612,577.3	$ 8,800,601.4	$ 7,680,485.3	$ 6,609,215.9	$ 6,321,776.3	$ 6,513,239.4	20.6	14.6	16.2	4.5	(2.9)

Sales Taxes Within the Service Area and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2019–20	2018–19	2017–18	2016–17	2015–16
Gross Taxable Sales (in $1,000's)											
Service Area (totals)	$ 1,439,388,660	$ 69,676,281	$ 58,496,264	$ 54,011,508	$ 50,958,935	$ 48,048,596	1965.8	19.1	8.3	6.0	6.1
State of Utah	74,730,706	68,923,140	74,730,706	68,923,140	64,982,524	61,031,692	8.4	(7.8)	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2019–20	2018–19	2017–18	2016–17	2015–16
Local Sales and Use Tax Distribution											
Service Area (totals) (and all cities)	$ 773,451,404	$ 677,943,326	$ 552,908,722	$ 534,767,540	$ 496,972,927	$ 461,607,885	14.1	22.6	3.4	7.6	7.7

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.
(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.
(3) Utah State Tax Commission.

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Box Elder County

Labor Force, Nonfarm Jobs and Wages within Box Elder County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force	27,662	27,553	26,424	25,904	25,442	25,317	0.4	4.3	2.0	1.8	0.5
Employed persons	27,039	26,895	25,272	25,222	24,693	24,486	0.5	6.4	0.2	2.1	0.8
Unemployed persons	623	658	1,152	682	749	831	(5.3)	(42.9)	68.9	(8.9)	(9.9)
Total private sector (average)	20,314	19,714	18,125	18,551	18,017	17,270	3.0	8.8	(2.3)	3.0	4.3
Agriculture, forestry, fishing and hunting	373	389	396	381	396	397	(4.1)	(1.8)	3.9	(3.8)	(0.3)
Mining	31	38	37	29	26	31	(18.4)	2.7	27.6	11.5	(16.1)
Utilities	29	41	42	42	43	41	(29.3)	(2.4)	0.0	(2.3)	4.9
Construction	2,264	2,108	1,924	1,818	1,585	1,402	7.4	9.6	5.8	14.7	13.1
Manufacturing	7,283	6,982	6,131	6,365	6,066	6,030	4.3	13.9	(3.7)	4.9	0.6
Wholesale trade	687	692	678	648	616	613	(0.7)	2.1	4.6	5.2	0.5
Retail trade	2,023	2,011	1,960	1,957	1,974	1,851	0.6	2.6	0.2	(0.9)	6.6
Transportation and warehousing	1,746	1,767	1,718	1,618	1,549	1,498	(1.2)	2.9	6.2	4.5	3.4
Information	87	64	72	101	103	96	35.9	(11.1)	(28.7)	(1.9)	7.3
Finance and insurance	295	295	322	323	312	296	0.0	(8.4)	(0.3)	3.5	5.4
Real estate, rental and leasing	103	105	100	83	93	93	(1.9)	5.0	20.5	(10.8)	0.0
Professional, scientific, and technical services	467	353	351	338	327	317	32.3	0.6	3.8	3.4	3.2
Management of companies and enterprises	0	0	0	0	4	6	–	–	–	–	–
Admin., support, waste mgmt., remediation	648	691	793	1,112	1,279	1,089	(6.2)	(12.9)	(28.7)	(13.1)	17.4
Education services	194	174	149	144	139	129	11.5	16.8	3.5	3.6	7.8
Health care and social assistance	1,729	1,694	1,708	1,808	1,746	1,717	2.1	(0.8)	(5.5)	3.6	1.7
Arts, entertainment and recreation	235	230	208	242	240	226	2.2	10.6	(14.0)	0.8	6.2
Accommodation and food services	1,692	1,636	1,569	1,567	1,573	1,501	3.4	4.3	0.1	(0.4)	4.8
Other services	415	445	364	356	343	335	(6.7)	22.3	2.2	3.8	2.4
Unclassified establishments	0	0	0	0	0	0	-	-	-	-	-
Total public sector (average)	3,089	3,043	2,871	2,895	2,826	2,838	1.5	6.0	(0.8)	2.4	(0.4)
Federal	174	188	188	175	175	185	(7.4)	0.0	7.4	0.0	(5.4)
State	203	209	208	206	205	221	(2.9)	0.5	1.0	0.5	(7.2)
Local	2,712	2,646	2,476	2,514	2,445	2,431	2.5	6.9	(1.5)	2.8	0.6
Total payroll (in millions)	$ 1,298	$ 1,148	$ 900	$ 869	$ 810	$ 751	13.0	27.6	3.6	7.3	7.9
Average monthly wage	$ 4,621	$ 4,205	$ 3,558	$ 3,361	$ 3,220	$ 3,354	9.9	18.2	5.9	4.4	(4.0)
Average employment	24,403	22,456	20,996	21,446	20,843	20,107	8.7	7.0	(2.1)	2.9	3.7
Establishments	1,778	1,698	1,442	1,408	1,382	1,327	4.7	17.8	2.4	1.9	4.1

(1) Utah Department of Workforce Services.

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Box Elder County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Box Elder County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Box Elder County	$ 2,713,188	$ 2,449,236	$ 2,276,646	$ 2,099,459	$ 1,948,667	$ 1,824,833	10.8	7.6	8.4	7.7	6.8
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Box Elder County	45,456	42,295	40,621	38,237	36,102	34,447	7.5	4.1	6.2	5.9	4.8
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Box Elder County	67,486	63,573	63,272	62,689	63,624	57,875	6.2	0.5	0.9	(1.5)	9.9
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Box Elder County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	567.0	348.0	250.0	270.0	296.0	203.0	62.9	39.2	(7.4)	(8.8)	45.8
New (in $1,000's)											
Residential value	$ 107,054.2	$ 78,829.6	$ 45,696.4	$ 54,393.0	$ 55,062.1	$ 42,447.6	35.8	72.5	(16.0)	(1.2)	29.7
Non–residential value	9,866.5	11,662.4	6,936.7	18,773.7	13,302.5	16,640.4	(15.4)	68.1	(63.1)	41.1	(20.1)
Additions, alterations, repairs (in $1,000's)											
Residential value	6,139.3	3,402.5	3,239.6	3,890.5	8,003.7	2,544.2	80.4	5.0	(16.7)	(51.4)	214.6
Non–residential value	8,790.5	808.1	657.5	11,780.4	4,746.9	11,073.6	987.8	22.9	(94.4)	148.2	(57.1)
Total construction value (in $1,000's)	$ 131,850.5	$ 94,702.6	$ 56,530.2	$ 88,837.5	$ 81,115.1	$ 72,705.8	39.2	67.5	(36.4)	9.5	11.6

Sales Taxes Within Box Elder County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Box Elder County	$ 1,282,046	$ 1,144,320	$ 970,868	$ 828,515	$ 791,128	$ 769,249	12.0	17.9	17.2	4.7	2.8
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Box Elder County (and all cities)	$ 14,898,982	$ 12,901,419	$ 10,130,203	$ 9,559,994	$ 9,108,391	$ 8,461,516	15.5	27.4	6.0	5.0	7.6

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.
(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.
(3) Utah State Tax Commission.

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Davis County

Labor Force, Nonfarm Jobs and Wages within Davis County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force	184,178	149,229	175,905	173,800	169,969	168,545	23.4	(15.2)	1.2	2.3	0.8
Employed persons	180,239	174,865	168,737	169,589	165,119	163,348	3.1	3.6	(0.5)	2.7	1.1
Unemployed persons	3,939	4,364	7,168	4,211	4,850	5,197	(9.7)	(39.1)	70.2	(13.2)	(6.7)
Total private sector (average)	109,794	106,314	104,227	104,136	101,799	98,078	3.3	2.0	0.1	2.3	3.8
Agriculture, forestry, fishing and hunting	405	443	440	405	386	393	(8.6)	0.7	8.6	4.9	(1.8)
Mining	87	146	258	93	131	128	(40.4)	(43.4)	177.4	(29.0)	2.3
Utilities	76	84	85	84	100	117	(9.5)	(1.2)	1.2	(16.0)	(14.5)
Construction	11,530	10,910	10,789	11,041	10,720	10,216	5.7	1.1	(2.3)	3.0	4.9
Manufacturing	13,062	13,148	13,329	13,992	13,739	12,087	(0.7)	(1.4)	(4.7)	1.8	13.7
Wholesale trade	2,394	2,347	2,404	2,493	2,450	2,627	2.0	(2.4)	(3.6)	1.8	(6.7)
Retail trade	17,200	16,371	15,311	15,285	15,101	15,276	5.1	6.9	0.2	1.2	(1.1)
Transportation and warehousing	5,699	5,018	5,453	5,202	4,973	5,064	13.6	(8.0)	4.8	4.6	(1.8)
Information	1,255	1,258	1,031	1,067	1,056	1,208	(0.2)	22.0	(3.4)	1.0	(12.6)
Finance and insurance	2,904	3,009	2,996	3,028	2,991	2,639	(3.5)	0.4	(1.1)	1.2	13.3
Real estate, rental and leasing	1,642	1,639	1,590	1,511	1,460	1,342	0.2	3.1	5.2	3.5	8.8
Professional, scientific, and technical services	9,198	9,120	10,271	9,211	8,884	8,657	0.9	(11.2)	11.5	3.7	2.6
Management of companies and enterprises	736	1,150	1,061	1,085	1,114	957	(36.0)	8.4	(2.2)	(2.6)	16.4
Admin., support, waste mgmt., remediation	6,736	6,448	6,025	5,580	5,328	5,528	4.5	7.0	8.0	4.7	(3.6)
Education services	3,218	3,194	3,466	3,184	3,201	2,747	0.8	(7.8)	8.9	(0.5)	16.5
Health care and social assistance	15,784	15,089	14,476	14,237	13,670	13,172	4.6	4.2	1.7	4.1	3.8
Arts, entertainment and recreation	3,172	2,983	2,606	3,230	3,029	3,055	6.3	14.5	(19.3)	6.6	(0.9)
Accommodation and food services	10,686	10,073	9,474	10,144	10,119	9,662	6.1	6.3	(6.6)	0.2	4.7
Other services	4,008	3,880	3,602	3,669	3,735	3,599	3.3	7.7	(1.8)	(1.8)	3.8
Unclassified establishments	3	5	0	0	0	0	-	-	-	-	-
Total public sector (average)	29,838	29,892	29,189	29,240	28,476	28,302	(0.2)	2.4	(0.2)	2.7	0.6
Federal	13,995	14,307	14,419	13,799	13,279	13,443	(2.2)	(0.8)	4.5	3.9	(1.2)
State	1,914	1,818	1,800	1,786	1,761	1,719	5.3	1.0	0.8	1.4	2.4
Local	13,930	13,767	12,971	13,655	13,436	13,140	1.2	6.1	(5.0)	1.6	2.3
Total payroll (in millions)	$ 7,601	$ 7,066	$ 6,832	$ 6,281	$ 5,946	$ 5,545	7.6	3.4	8.8	5.6	7.2
Average monthly wage	$ 4,537	$ 4,323	$ 4,267	$ 3,924	$ 3,803	$ 3,656	4.9	1.3	8.7	3.2	4.0
Average employment	139,633	136,206	133,415	133,376	130,275	126,380	2.5	2.1	0.0	2.4	3.1
Establishments	11,126	10,638	9,269	8,931	8,667	8,306	4.6	14.8	3.8	3.0	4.3

(1) Utah Department of Workforce Services.

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Davis County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Davis County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Davis County	$ 20,134,617	$ 18,472,594	$ 17,213,443	$ 16,249,437	$ 15,233,658	$ 14,581,987	9.0	7.3	5.9	6.7	4.5
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Davis County	54,820	50,820	48,423	46,281	43,944	42,762	7.9	5.0	4.6	5.3	2.8
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Davis County	93,182	87,570	87,610	84,381	80,433	77,095	6.4	(0.0)	3.8	4.9	4.3
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Davis County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	4,008.0	2,620.0	1,689.0	2,230.0	1,870.0	1,721.0	53.0	55.1	(24.3)	19.3	8.7
New (in $1,000′s)											
Residential value	$ 828,372.5	$ 596,030.9	$ 412,402.3	$ 474,600.4	$ 382,115.3	$ 377,935.2	39.0	44.5	(13.1)	24.2	1.1
Non–residential value	230,147.9	195,330.6	111,759.1	145,931.2	152,743.4	172,821.1	17.8	74.8	(23.4)	(4.5)	(11.6)
Additions, alterations, repairs (in $1,000's)											
Residential value	65,091.4	39,823.3	33,180.0	41,588.6	23,864.3	29,958.4	63.5	20.0	(20.2)	74.3	(20.3)
Non–residential value	58,550.8	55,342.1	64,186.6	47,312.9	44,383.0	73,250.4	5.8	(13.8)	35.7	6.6	(39.4)
Total construction value (in $1,000's)	$ 1,182,162.6	$ 886,526.9	$ 621,528.0	$ 709,433.1	$ 603,106.0	$ 653,965.1	33.3	42.6	(12.4)	17.6	(7.8)

Sales Taxes Within Davis County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Davis County	$ 8,560,795	$ 7,905,447	$ 6,665,893	$ 6,028,609	$ 5,703,853	$ 5,483,478	8.3	18.6	10.6	5.7	4.0
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Davis County (and all cities)	$ 95,160,964	$ 84,479,548	$ 68,087,630	$ 64,146,777	$ 61,459,271	$ 57,264,199	12.6	24.1	6.1	4.4	7.3

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.

(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.

(3) Utah State Tax Commission.

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Salt Lake County

Labor Force, Nonfarm Jobs and Wages within Salt Lake County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force	678,077	683,817	642,357	634,741	619,396	614,498	(0.8)	6.5	1.2	2.5	0.8
Employed persons	662,608	635,656	609,766	618,767	601,161	595,348	4.2	4.2	(1.5)	2.9	1.0
Unemployed persons	15,468	18,161	32,591	15,974	18,235	19,150	(14.8)	(44.3)	104.0	(12.4)	(4.8)
Total private sector (average)	678,514	647,118	616,236	629,291	612,475	595,855	4.9	5.0	(2.1)	2.7	2.8
Agriculture, forestry, fishing and hunting	505	433	350	292	250	220	16.6	23.7	19.9	16.8	13.6
Mining	3,101	2,711	2,704	2,647	2,853	2,407	14.4	0.3	2.2	(7.2)	18.5
Utilities	1,406	1,331	1,422	1,551	1,548	1,470	5.6	(6.4)	(8.3)	0.2	5.3
Construction	52,027	49,157	45,874	42,773	40,033	38,050	5.8	7.2	7.2	6.8	5.2
Manufacturing	61,232	58,412	56,542	57,832	56,664	55,973	4.8	3.3	(2.2)	2.1	1.2
Wholesale trade	36,865	34,826	33,576	32,920	32,076	32,285	5.9	3.7	2.0	2.6	(0.6)
Retail trade	75,406	75,543	71,584	74,020	74,000	72,156	(0.2)	5.5	(3.3)	0.0	2.6
Transportation and warehousing	41,708	39,748	38,483	37,394	35,636	33,012	4.9	3.3	2.9	4.9	7.9
Information	24,250	21,275	20,175	20,567	20,040	20,200	14.0	5.5	(1.9)	2.6	(0.8)
Finance and insurance	50,915	51,178	49,823	48,296	47,602	46,313	(0.5)	2.7	3.2	1.5	2.8
Real estate, rental and leasing	12,329	11,964	11,559	11,606	11,121	10,660	3.1	3.5	(0.4)	4.4	4.3
Professional, scientific, and technical services	73,775	67,599	62,121	60,431	56,611	52,861	9.1	8.8	2.8	6.7	7.1
Management of companies and enterprises	16,336	16,041	16,543	16,177	15,878	16,493	1.8	(3.0)	2.3	1.9	(3.7)
Admin., support, waste mgmt., remediation	52,343	50,571	50,310	53,258	53,232	52,748	3.5	0.5	(5.5)	0.0	0.9
Education services	17,330	17,016	15,645	16,169	15,502	14,889	1.8	8.8	(3.2)	4.3	4.1
Health care and social assistance	72,299	70,187	67,650	68,533	67,023	66,255	3.0	3.8	(1.3)	2.3	1.2
Arts, entertainment and recreation	10,133	8,609	7,150	9,678	9,486	9,313	17.7	20.4	(26.1)	2.0	1.9
Accommodation and food services	53,964	48,396	44,593	53,040	51,317	49,477	11.5	8.5	(15.9)	3.4	3.7
Other services	22,509	22,040	20,469	22,293	21,795	21,287	2.1	7.7	(8.2)	2.3	2.4
Unclassified establishments	80	82	17	108	57	6	-	-	-	-	-
Total public sector (average)	105,017	103,006	103,548	107,455	105,383	104,593	2.0	(0.5)	(3.6)	2.0	0.8
Federal	11,154	11,444	11,689	11,460	11,323	11,368	(2.5)	(2.1)	2.0	1.2	(0.4)
State	48,847	47,882	48,830	50,776	48,683	47,719	2.0	(1.9)	(3.8)	4.3	2.0
Local	45,016	43,679	43,029	45,219	45,377	45,507	3.1	1.5	(4.8)	(0.3)	(0.3)
Total payroll (in millions)	$ 54,649	$ 49,206	$ 44,452	$ 41,767	$ 38,876	$ 36,455	11.1	10.7	6.4	7.4	6.6
Average monthly wage	$ 5,812	$ 5,467	$ 5,146	$ 4,724	$ 4,513	$ 4,337	6.3	6.2	8.9	4.7	4.1
Average employment	783,531	750,123	719,784	736,746	717,857	700,449	4.5	4.2	(2.3)	2.6	2.5
Establishments	69,744	62,346	50,584	48,075	45,856	43,798	11.9	23.3	5.2	4.8	4.7

(1) Utah Department of Workforce Services.

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Salt Lake County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Salt Lake County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Salt Lake County	$ 74,207,465	$ 68,835,333	$ 64,341,937	$ 60,971,412	$ 56,946,401	$ 53,946,312	7.8	7.0	5.5	7.1	5.6
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Salt Lake County	62,547	58,028	55,446	53,079	50,097	48,162	7.8	4.7	4.5	6.0	4.0
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Salt Lake County	80,712	77,128	79,941	73,619	71,396	68,404	4.6	(3.5)	8.6	3.1	4.4
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Salt Lake County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	11,037.0	10,533.0	9,798.0	8,150.0	6,602.0	8,328.0	4.8	7.5	20.2	23.4	(20.7)
New (in $1,000's)											
Residential value	$ 2,153,788.4	$ 1,925,074.5	$ 1,804,752.7	$ 1,470,556.5	$ 1,288,967.8	$ 1,406,216.3	11.9	6.7	22.7	14.1	(8.3)
Non–residential value	1,056,514.3	935,831.3	1,188,464.2	951,421.3	979,451.0	803,698.8	12.9	(21.3)	24.9	(2.9)	21.9
Additions, alterations, repairs (in $1,000's)											
Residential value	143,271.7	195,471.6	110,826.6	89,998.6	86,352.0	106,592.6	(26.7)	76.4	23.1	4.2	(19.0)
Non–residential value	989,979.9	975,316.1	734,589.0	503,313.2	544,894.7	950,431.8	1.5	32.8	46.0	(7.6)	(42.7)
Total construction value (in $1,000's)	$ 4,343,554.3	$ 4,031,693.5	$ 3,838,632.5	$ 3,015,289.6	$ 2,899,665.5	$ 3,266,939.5	7.7	5.0	27.3	4.0	(11.2)

Sales Taxes Within Salt Lake County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Salt Lake County	$ 41,687,264	$ 37,173,705	$ 31,377,749	$ 30,093,152	$ 28,846,015	$ 27,084,521	12.1	18.5	4.3	4.3	6.5
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Salt Lake County (and all cities)	$ 377,209,367	$ 331,607,339	$ 273,893,074	$ 259,473,601	$ 248,453,077	$ 230,302,588	13.8	21.1	5.6	4.4	7.9

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.

(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.

(3) Utah State Tax Commission.

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Tooele County

Labor Force, Nonfarm Jobs and Wages within Tooele County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force (3)……	38,220	36,804	35,084	34,002	33,206	32,306	3.8	4.9	3.2	2.4	2.8
Employed persons……	37,266	35,747	33,417	33,024	32,099	31,139	4.2	7.0	1.2	2.9	3.1
Unemployed persons……	954	1,057	1,667	978	1,107	1,167	(9.7)	(36.6)	70.4	(11.7)	(5.1)
Total private sector (average)……	15,044	15,224	13,407	12,402	12,081	12,152	(1.2)	13.6	8.1	2.7	(0.6)
Agriculture, forestry, fishing and hunting……..	0	0	103	102	100	101	#DIV/0!	(100.0)	1.0	2.0	(1.0)
Mining……..	115	125	144	108	78	82	(8.0)	(13.2)	33.3	38.5	(4.9)
Utilities……...	27	27	26	26	24	28	0.0	3.8	0.0	0.0	0.0
Construction…….	1,297	1,247	1,128	1,015	934	861	4.0	10.5	11.1	8.7	8.5
Manufacturing……..	2,182	2,843	2,095	1,496	1,481	1,399	(23.3)	35.7	40.0	1.0	5.9
Wholesale trade…….....	215	176	170	165	178	174	22.2	3.5	3.0	(7.3)	2.3
Retail trade…….....	2,257	2,216	2,033	1,934	1,870	1,846	1.9	9.0	5.1	3.4	1.3
Transportation and warehousing……	1,882	1,872	1,613	1,432	1,467	1,590	0.5	16.1	12.6	(2.4)	(7.7)
Information……..	0	190	162	279	309	428	(100.0)	17.3	(41.9)	(9.7)	(27.8)
Finance and insurance……	219	201	191	196	190	227	9.0	5.2	(2.6)	3.2	(16.3)
Real estate, rental and leasing…….	102	110	109	107	106	112	(7.3)	0.9	1.9	0.9	(5.4)
Professional, scientific, and technical services……	526	527	545	503	470	463	(0.2)	(3.3)	8.3	7.0	1.5
Management of companies and enterprises……..	43	22	0	0	0	0	0.0	0.0	0.0	0.0	0.0
Admin., support, waste mgmt., remediation……	1,029	1,034	1,039	1,006	1,023	1,279	(0.5)	(0.5)	3.3	(1.7)	(20.0)
Education services……..	459	453	412	393	306	223	1.3	10.0	4.8	28.4	37.2
Health care and social assistance……	1,871	1,780	1,660	1,652	1,575	1,488	5.1	7.2	0.5	4.9	5.8
Arts, entertainment and recreation……..	202	257	204	231	256	241	(21.4)	26.0	(11.7)	(9.8)	6.2
Accommodation and food services……	1,715	1,551	1,402	1,404	1,380	1,332	10.6	10.6	(0.1)	1.7	3.6
Other services……	535	501	452	428	414	362	6.8	10.8	5.6	3.4	14.4
Unclassified establishments……	0	0	0	0	0	0	-	-	-	-	-
Total public sector (average)……	4,210	4,376	4,111	4,125	4,037	3,996	(3.8)	6.4	(0.3)	2.2	1.0
Federal……	1,267	1,251	1,272	1,247	1,232	1,226	1.3	(1.7)	2.0	1.2	0.5
State……	165	159	161	166	170	198	3.8	(1.2)	(3.0)	(2.4)	(14.1)
Local……	2,944	2,801	2,678	2,712	2,636	2,572	5.1	4.6	(1.3)	2.9	2.5
Total payroll (in millions)……	$ 928	$ 900	$ 786	$ 693	$ 658	$ 646	3.1	14.5	13.4	5.3	1.9
Average monthly wage……	$ 3,983	$ 3,861	$ 3,737	$ 3,492	$ 3,402	$ 3,332	3.2	3.3	7.0	2.6	2.1
Average employment……	19,419	19,434	17,517	16,527	16,118	16,148	(0.1)	10.9	6.0	2.5	(0.2)
Establishments……	1,650	1,464	1,255	1,209	1,167	1,111	12.7	16.7	3.8	3.6	5.0

(1) Utah Department of Workforce Services.

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Tooele County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Tooele County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Tooele County	$ 34,702,132	$ 31,321,836	$ 2,778,055	$ 2,582,889	$ 2,364,981	$ 2,200,475	10.8	1027.5	7.6	9.2	7.5
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Tooele County	46,131	42,321	38,446	36,904	35,044	34,057	9.0	10.1	4.2	5.3	2.9
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Tooele County	93,908	76,737	80,196	73,584	72,198	64,675	22.4	(4.3)	9.0	1.9	11.6
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Tooele County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	820.0	636.0	520.0	389.0	242.0	266.0	28.9	22.3	33.7	60.7	(9.0)
New (in $1,000′s)											
Residential value	$ 211,869.4	$ 142,854.5	$ 76,099.1	$ 58,895.0	$ 42,888.2	$ 45,949.5	48.3	87.7	29.2	37.3	(6.7)
Non–residential value	51,921.9	37,741.5	20,466.7	9,656.1	14,461.1	19,146.6	37.6	84.4	112.0	(33.2)	(24.5)
Additions, alterations, repairs (in $1,000's)											
Residential value	9,697.9	4,018.7	1,722.8	1,115.5	840.7	2,146.6	141.3	133.3	54.4	32.7	(60.8)
Non–residential value	6,716.9	3,380.1	2,947.4	6,249.0	1,662.1	1,172.0	98.7	14.7	(52.8)	276.0	41.8
Total construction value (in $1,000's)	$ 280,206.1	$ 187,994.8	$ 101,236.0	$ 75,915.6	$ 59,852.1	$ 68,414.7	49.0	85.7	33.4	26.8	(12.5)

Sales Taxes Within Tooele County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Tooele County	$ 1,363,335,690	$ 1,293,325	$ 1,080,726	$ 895,264	$ 799,153	$ 767,810	105313.2	19.7	20.7	12.0	4.1
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Tooele County (and all cities)	$ 29,573,444	$ 25,252,991	$ 21,303,133	$ 19,389,979	$ 19,046,151	$ 17,817,613	17.1	18.5	9.9	1.8	6.9

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.

(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.

(3) Utah State Tax Commission.

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Utah County

Labor Force, Nonfarm Jobs and Wages within Utah County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force (3)	345,161	332,018	314,022	307,609	299,036	290,640	4.0	5.7	2.1	2.9	2.9
Employed persons	337,880	324,289	302,248	300,283	290,741	282,093	4.2	7.3	0.7	3.3	3.1
Unemployed persons	7,281	7,729	11,774	7,326	8,295	8,547	(5.8)	(34.4)	60.7	(11.7)	(2.9)
Total private sector (average)	268,646	256,024	235,602	234,595	227,528	215,105	4.9	8.7	0.4	3.1	5.8
Agriculture, forestry, fishing and hunting	1,172	1,265	1,222	1,229	1,189	1,169	(7.4)	3.5	(0.6)	3.4	1.7
Mining	271	256	170	151	133	100	5.9	50.6	12.6	13.5	33.0
Utilities	343	288	283	285	291	326	19.1	1.8	(0.7)	(2.1)	(10.7)
Construction	29,565	26,893	25,809	24,950	24,611	22,769	9.9	4.2	3.4	1.4	8.1
Manufacturing	22,936	21,044	19,427	19,679	19,134	18,313	9.0	8.3	(1.3)	2.8	4.5
Wholesale trade	7,987	7,828	7,181	7,122	7,152	6,748	2.0	9.0	0.8	(0.4)	6.0
Retail trade	34,243	35,960	33,112	33,133	32,931	31,761	(4.8)	8.6	(0.1)	0.6	3.7
Transportation and warehousing	5,005	4,997	4,052	3,630	3,519	3,339	0.2	23.3	11.6	3.2	5.4
Information	15,435	14,722	13,660	13,812	12,786	12,643	4.8	7.8	(1.1)	8.0	1.1
Finance and insurance	9,399	9,364	7,485	6,089	5,808	5,413	0.4	25.1	22.9	4.8	7.3
Real estate, rental and leasing	3,580	3,499	3,218	3,165	3,006	2,819	2.3	8.7	1.7	5.3	6.6
Professional, scientific, and technical services	26,081	23,416	22,109	21,825	21,332	18,472	11.4	5.9	1.3	2.3	15.5
Management of companies and enterprises	2,614	1,919	1,855	1,715	1,559	1,373	36.2	3.5	8.2	10.0	13.5
Admin., support, waste mgmt., remediation	17,299	17,718	15,824	15,443	15,106	13,922	(2.4)	12.0	2.5	2.2	8.5
Education services	25,628	24,638	24,350	25,499	24,972	25,218	4.0	1.2	(4.5)	2.1	(1.0)
Health care and social assistance	34,159	32,607	30,556	29,978	28,590	26,648	4.8	6.7	1.9	4.9	7.3
Arts, entertainment and recreation	3,949	3,141	2,789	3,036	2,636	2,472	25.7	12.6	(8.1)	15.2	6.6
Accommodation and food services	22,003	19,993	18,055	19,336	18,502	17,394	10.1	10.7	(6.6)	4.5	6.4
Other services	6,976	6,461	5,667	5,746	5,462	5,375	8.0	14.0	(1.4)	5.2	1.6
Unclassified establishments	3	5	0	2	0	0	-	-	-	-	-
Total public sector (average)	33,369	32,818	32,053	32,242	31,313	30,748	1.7	2.4	(0.6)	3.0	1.8
Federal	1,091	1,080	1,164	1,073	1,051	1,012	1.0	(7.2)	8.5	2.1	3.9
State	9,275	9,234	9,227	9,112	8,960	8,919	0.4	0.1	1.3	1.7	0.5
Local	23,003	22,505	21,663	22,058	21,302	20,818	2.2	3.9	(1.8)	3.5	2.3
Total payroll (in millions)	$ 17,116	$ 15,498	$ 13,689	$ 12,358	$ 11,464	$ 10,256	10.4	13.2	10.8	7.8	11.8
Average monthly wage	$ 4,723	$ 4,472	$ 4,262	$ 3,859	$ 3,691	$ 3,476	5.6	4.9	10.4	4.6	6.2
Average employment	302,015	288,842	267,655	266,837	258,841	245,853	4.6	7.9	0.3	3.1	5.3
Establishments	23,824	22,372	18,571	17,700	16,718	15,719	6.5	20.5	4.9	5.9	6.4

(1) Utah Department of Workforce Services.

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Utah County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Utah County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Utah County	$ 34,702,132	$ 31,321,836	$ 27,354,876	$ 25,649,738	$ 23,588,869	$ 22,057,569	10.8	14.5	6.6	8.7	6.9
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Utah County	50,661	47,232	42,995	41,269	38,878	37,367	7.3	9.9	4.2	6.2	4.0
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Utah County	86,781	77,057	79,505	75,296	70,461	69,568	12.6	(3.1)	5.6	6.9	1.3
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Utah County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	12,430.0	8,419.0	7,314.0	6,709.0	6,836.0	3,988.0	47.6	15.1	9.0	(1.9)	71.4
New (in $1,000′s)											
Residential value	$ 2,890,112.7	$ 2,046,312.6	$ 1,781,204.9	$ 1,633,741.0	$ 1,508,031.0	$ 968,083.0	41.2	14.9	9.0	8.3	55.8
Non–residential value	833,194.9	830,804.7	582,391.5	521,700.4	622,026.0	901,707.9	0.3	42.7	11.6	(16.1)	(31.0)
Additions, alterations, repairs (in $1,000's)											
Residential value	107,047.1	168,122.2	67,272.4	65,582.4	62,385.4	59,457.4	(36.3)	149.9	2.6	5.1	4.9
Non–residential value	226,504.7	111,031.5	188,063.3	130,301.0	142,336.9	162,322.4	104.0	(41.0)	44.3	(8.5)	(12.3)
Total construction value (in $1,000's)	$ 4,056,859.4	$ 3,156,271.0	$ 2,618,932.1	$ 2,351,324.8	$ 2,334,779.3	$ 2,091,570.7	28.5	20.5	11.4	0.7	11.6

Sales Taxes Within Utah County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Utah County	$ 17,488,593	$ 15,630,707	$ 12,811,206	$ 11,242,703	$ 10,164,378	$ 9,556,494	11.9	22.0	14.0	10.6	6.4
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Utah County (and all cities)	$ 183,176,900	$ 158,258,730	$ 123,651,764	$ 131,743,647	$ 110,670,035	$ 102,624,269	15.7	28.0	(6.1)	19.0	7.8

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.

(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.

(3) Utah State Tax Commission.

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Weber County

Labor Force, Nonfarm Jobs and Wages within Weber County

	Calendar Year (1)						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Civilian labor force	135,157	131,718	129,907	127,579	124,906	123,223	2.6	1.4	1.8	2.1	1.4
Employed persons	131,853	127,926	123,697	123,806	120,651	118,690	3.1	3.4	(0.1)	2.6	1.7
Unemployed persons	3,304	3,792	6,210	3,773	4,255	4,533	(12.9)	(38.9)	64.6	(11.3)	(6.1)
Total private sector (average)	96,235	92,598	87,721	89,778	87,585	85,223	3.9	5.6	(2.3)	2.5	2.8
Agriculture, forestry, fishing and hunting	396	423	416	397	395	415	(6.4)	1.7	4.8	0.5	(4.8)
Mining	69	48	41	41	52	50	43.8	17.1	0.0	(21.2)	4.0
Utilities	203	191	206	204	202	208	6.3	(7.3)	1.0	1.0	(2.9)
Construction	8,349	7,930	7,468	7,107	6,871	6,342	5.3	6.2	5.1	3.4	8.3
Manufacturing	18,019	17,224	15,040	14,754	14,028	14,291	4.6	14.5	1.9	5.2	(1.8)
Wholesale trade	4,245	3,994	3,911	3,691	3,559	3,489	6.3	2.1	6.0	3.7	2.0
Retail trade	12,760	12,861	12,339	12,633	12,750	12,366	(0.8)	4.2	(2.3)	(0.9)	3.1
Transportation and warehousing	2,886	2,853	2,722	2,759	2,574	2,213	1.2	4.8	(1.3)	7.2	16.3
Information	711	593	496	676	724	777	19.9	19.6	(26.6)	(6.6)	(6.8)
Finance and insurance	4,955	5,051	5,111	4,990	4,706	4,462	(1.9)	(1.2)	2.4	6.0	5.5
Real estate, rental and leasing	965	982	966	952	923	871	(1.7)	1.7	1.5	3.1	6.0
Professional, scientific, and technical services	5,794	5,260	4,886	4,989	4,952	4,647	10.2	7.7	(2.1)	0.7	6.6
Management of companies and enterprises	561	491	438	439	419	373	14.3	12.1	(0.2)	4.8	12.3
Admin., support, waste mgmt., remediation	6,940	7,123	7,840	8,480	8,297	8,095	(2.6)	(9.1)	(7.5)	2.2	2.5
Education services	1,526	1,474	1,391	1,467	1,371	1,296	3.5	6.0	(5.2)	7.0	5.8
Health care and social assistance	14,394	13,524	13,430	13,797	13,625	13,321	6.4	0.7	(2.7)	1.3	2.3
Arts, entertainment and recreation	1,817	1,669	1,461	2,005	1,958	1,813	8.9	14.2	(27.1)	2.4	8.0
Accommodation and food services	8,599	8,063	7,301	8,039	7,889	7,896	6.6	10.4	(9.2)	1.9	(0.1)
Other services	3,046	2,846	2,675	2,756	2,686	2,716	7.0	6.4	(2.9)	2.6	(1.1)
Unclassified establishments	1	2	0	0	0	0	-	-	-	-	-
Total public sector (average)	22,460	22,316	21,706	21,308	20,568	20,469	0.6	2.8	1.9	3.6	0.5
Federal	7,757	7,686	7,081	6,291	5,868	5,631	0.9	8.5	12.6	7.2	4.2
State	4,941	4,866	5,042	5,171	5,009	5,334	1.5	(3.5)	(2.5)	3.2	(6.1)
Local	9,761	9,764	9,583	9,846	9,691	9,504	(0.0)	1.9	(2.7)	1.6	2.0
Total payroll (in millions)	$ 6,265	$ 5,668	$ 5,046	$ 4,762	$ 4,516	$ 4,259	10.5	12.3	6.0	5.4	6.0
Average monthly wage	$ 4,398	$ 4,110	$ 3,842	$ 3,573	$ 3,479	$ 3,358	7.0	7.0	7.5	2.7	3.6
Average employment	118,695	119,914	109,427	111,086	108,153	105,692	(1.0)	9.6	(1.5)	2.7	2.3
Establishments	7,840	7,499	6,558	6,372	6,211	5,987	4.5	14.3	2.9	2.6	3.7

(1) Utah Department of Workforce Services.

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Weber County–continued

Personal Income; Per Capital Personal Income; Median Household Income within Weber County and the State of Utah (1)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Total Personal Income (in $1,000's)											
Weber County	$ 13,315,115	$ 12,150,663	$ 11,373,189	$ 10,717,887	$ 10,041,593	$ 9,430,948	9.6	6.8	6.1	6.7	6.5
State of Utah	186,990,527	171,385,445	157,045,208	145,255,769	135,162,181	127,881,434	9.1	9.1	8.1	7.5	5.7
Total Per Capita Personal Income											
Weber County	49,857	46,230	43,707	41,916	39,915	38,162	7.8	5.8	4.3	5.0	4.6
State of Utah	56,019	52,225	48,580	45,665	43,241	41,750	7.3	7.5	6.4	5.6	3.6
Median Household Income											
Weber County	72,087	71,275	71,835	68,106	62,937	62,768	1.1	(0.8)	5.5	8.2	0.3
State of Utah	79,449	74,197	75,705	71,381	68,395	65,931	7.1	(2.0)	6.1	4.4	3.7

Construction within Weber County (2)

	Calendar Year						% change from prior year				
	2021	2020	2019	2018	2017	2016	2020–21	2019–20	2018–19	2017–18	2016–17
Number new dwelling units	2,015.0	1,582.0	1,612.0	1,196.0	1,155.0	992.0	27.4	(1.9)	34.8	3.5	16.4
New (in $1,000′s)											
Residential value	$ 422,713.8	$ 317,605.6	$ 286,123.9	$ 237,548.1	$ 220,254.7	$ 189,471.2	33.1	11.0	20.4	7.9	16.2
Non–residential value	121,262.3	71,446.2	92,311.7	77,007.7	58,110.0	109,903.4	69.7	(22.6)	19.9	32.5	(47.1)
Additions, alterations, repairs (in $1,000's)											
Residential value	23,890.9	16,720.5	16,880.5	20,978.3	14,574.2	16,615.8	42.9	(0.9)	(19.5)	43.9	(12.3)
Non–residential value	50,077.4	37,640.3	48,310.4	32,881.2	50,319.4	43,653.2	33.0	(22.1)	46.9	(34.7)	15.3
Total construction value (in $1,000's)	$ 617,944.4	$ 443,412.6	$ 443,626.5	$ 368,415.3	$ 343,258.3	$ 359,643.6	39.4	(0.0)	20.4	7.3	(4.6)

Sales Taxes Within Weber County and the State of Utah (3)

	Calendar Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Gross Taxable Sales (in $1,000's)											
Weber County	$ 7,034,272	$ 6,528,777	$ 5,589,822	$ 4,923,265	$ 4,654,408	$ 4,387,044	7.7	16.8	13.5	5.8	6.1
State of Utah	100,893,345	90,105,222	74,730,706	68,923,140	64,982,524	61,031,692	12.0	20.6	8.4	6.1	6.5

	Fiscal Year						% change from prior year				
	2022	2021	2020	2019	2018	2017	2021–22	2020–21	2019–20	2018–19	2017–18
Local Sales and Use Tax Distribution											
Weber County (and all cities)	$ 73,431,747	$ 65,443,299	$ 55,842,918	$ 50,453,542	$ 48,236,002	$ 45,137,700	12.2	17.2	10.7	4.6	6.9

(1) U.S. Department of Commerce; Bureau of Economic Analysis and U.S. Census Bureau.

(2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.

(3) Utah State Tax Commission.

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Employers

Major employers in the Authority's Service Area and the approximate number of employees include:

	Industry	Employees
Box Elder County		
Northrop Grumman Corp	Aerospace	2,000-2,999
Box Elder School District	Public Education	1,000-1,999
Autoliv	Motor Vehicle Parts Manufacturing	1,000-1,999
Wal-Mart Associates	General Warehousing and Storage	1,000-1,999
Nuco Coporation	Iron and Steel Manufacturing	1,000-1,999
West Liberty Foods	Poultry Processing	1,000-1,999
Whitaker Construction Co	Construction	500-999
Associated Brigham Contractors	Specialty Trade Contractors	250-499
Procter & Gamble Paper Products	Paper Manufacturing	250-499
Brigham City Corporation	Local Government	250-499
Davis County		
Department Of Defense	Federal Government	10,000-14,999
Davis County School District	Public Education	7,000-9,999
Northrop Frumman Corp	Aerospace	3,000-3,999
Kroger Group Cooperative	Warehouse Supercenters	2,000-2,999
Lifetime Products	Sporting Good Manufacturing	2,000-2,999
Wal-Mart Associates	Warehouse Supercenters	1,000-1,999
Intermountain Health Care	Health care	1,000-1,999
Lagoon Corporation	Amusement and Theme Parks	1,000-1,999
Davis County Government	Local Government	1,000-1,999
Tanner Memorial Clinic	Health Care	500-999
Salt Lake County		
University of Utah	Higher Education	20,000+
Intermountain Health Care	Health Care	20,000+
State of Utah	State Government	10,000-14,999
Granite School District	Public Education	7,000-9,999
Jordan School District	Public Education	5,000-6,999
Wal-Mart Associates	Warehouse Clubs and Supercenters	5,000-6,999
Amazon	Couriers	5,000-6,999
Salt Lake County	Local Government	5,000-6,999
Salt Lake City	Local Government	4,000-4,999
The Canyons School District	Public Education	4,000-4,999
Tooele County		
Tooele School District	Public Education	1,000-1,999
Wal-Mart	Warehouse Clubs/Supercenters	1,000-1,999
Purple Innovation	Manufacturing	1,000-1,999
Department of Defense	Federal Government	1,000-1,999
US Magnesium	Metal Production and Processing	250-499
Cabela's	Warehousing and Storage	250-499
Tooele County	Local Government	250-499
Mountain West Medical Center	Health Care	250-499
Tooele City	Local Government	250-499
Detroit Diesel Remanufacturing	Manufacturing	100-249

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	Industry	Employees
Utah County		
Brigham Young University	Higher Education	15,000-19,999
Utah Valley Regional Medical Center	Health Care	7,000-9,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	4,000-4,999
Wal-Mart	Warehouse Clubs and Supercenters	4,000-4,999
Nebo School District	Public Education	3,000-3,999
Vivint	Building Equipment Contractors	2,000-2,999
Doterra International	Essential Oils Distribution	2,000-2,999
State of Utah	State Government	2,000-2,999
Innovative Flexpak	Packaging and Labeling Services	2,000-2,999
Weber County		
Department of Treasury	Public Finance Activities	5,000-6,999
Weber County School District	Public Education	4,000-4,999
Intermountain Health Care	General Hospitals	3,000-3,999
Weber State University	Higher Education	2,000-2,999
America First Credit Union	Credit Unions	2,000-2,999
Autoliv	Motor Vehicle Parts Manufacturing	1,000-1,999
Fresenius USA Manufacturing	Medical Instrument Manufacturing	1,000-1,999
Wal-Mart Associates	Warehouse Supercenters	1,000-1,999
Northrop Grumman Corp	Aerospace	1,000-1,999
State of Utah	State Government	1,000-1,999

(Source: The Authority)

Rate of Unemployment–Annual Average (not seasonally adjusted)

Year	Box Elder County	Davis County	Salt Lake County	Tooele County	Utah County	Weber County	State of Utah	United States
2023 (1)	2.2%	2.2%	2.3%	2.5%	2.3%	2.5%	2.3%	3.7%
2022	2.3	2.1	2.3	2.5	2.1	2.4	2.4	3.5
2021	2.4	2.4	2.4	2.9	2.3	2.9	2.7	5.4
2020	4.4	4.1	5.1	4.8	3.7	4.8	4.7	8.1
2019	2.6	2.4	2.5	2.9	2.4	3.0	2.6	3.8
2018	2.9	2.9	2.9	3.3	2.8	3.4	3.0	3.9

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

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

TITLE:

R2023-07-07 - Resolution Authorizing the Handling of Funds, and the Investment and Disbursement of Monies

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Adopt Resolution R2023-07-07 authorizing the handling of UTA funds, and the investment and disbursement of monies.

BACKGROUND:
Board of Trustees Policy 2.1, Financial Management, authorizes officers to open and close bank accounts and ensure that only authorized users are provided access to bank accounts and signing authority.

This resolution updates the titles of personnel that are authorized and empowered by the Board of Trustees to act on behalf of the Agency to invest or reinvest funds, establish accounts with financial institutions, and sign checks.

DISCUSSION:
On February 10, 2021, the Board of Trustees adopted Resolution R2021-02-01 authorizing the handling of funds, and the investment and disbursement of monies.

Since the February 10, 2021 Board action, there has been a change of position title from Assistant Comptroller to Deputy Comptroller and the creation of an Assistant Treasurer position. The proposed resolution will update the resolution with positions authorized to invest or reinvest and create accounts with financial institutions: the Chair, Executive Director, Treasurer, Comptroller, and Assistant Treasurer. Signing authority on

checks: the Chair, Executive Director, Treasurer, Comptroller, Assistant Treasurer, and Deputy Comptroller.

ALTERNATIVES:
None

FISCAL IMPACT:
None

ATTACHMENTS:
R2023-07-07 Resolution Authorizing the Handling of Funds, and the Investment and Disbursement of Monies

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE HANDLING OF FUNDS, AND THE INVESTMENT AND DISBURSEMENT OF MONIES

R2023-07-07 July 26, 2023

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

WHEREAS, the Board of Trustees ("Board") of the Authority has established fiscal and other policies that are in keeping with the Board's philosophy to provide leadership and governance to the Authority;

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

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

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

1. That Resolution R2021-02-01 is hereby rescinded in its entirety.

2. That the Chair, Executive Director, Treasurer, Comptroller, or the Assistant Treasurer are hereby authorized and empowered as officers of the Authority to invest or reinvest funds of the Authority as authorized by law; establish accounts with one or more financial institutions as deemed necessary; and settle the Authority's debts, obligations, and liabilities consistent with Board Policy.

3. That for the protection of both the Authority and its officers, each financial instrument including, but not limited to, wire transfers, Automated Clearing House (ACH) and checks issued on behalf of the Authority which is less than $5,000 requires the signature or authorized stamp or electronic signature of the Chair, Executive Director, Treasurer, Assistant Treasurer, Comptroller or Deputy Comptroller. For each payment or withdrawal of $5,000 of more, the signatures of any two of these office holders is required.

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4. That a listing of the names of the current Chair, Executive Director, Treasurer, Assistant Treasurer, Comptroller, and Deputy Comptroller together with their signatures, shall be maintained by the Executive Director.

5. That the corporate seal be attached hereto.

Approved and adopted this 26th day of July 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Finance Officer
PRESENTER(S):	Todd Mills, Director of Supply Chain

TITLE:

R2023-07-08 - Resolution Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases and Ratifying Certain 2022 Parts Inventory Purchases and Disbursements

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-07-08 authorizing 2023 purchases and related disbursements to inventory vendors up to the amounts listed in Exhibit A, and ratifing the 2022 disbursements that exceeded forecasted amounts in R2022-04-02 as shown in Exhibit B.

BACKGROUND:
Board Policy 2.2 (III)(D)(3) allows the Board to preapprove purchases to vendors by resolution.

Annually the Board, by resolution, preapproves inventory purchases from non-contracted vendors related to vehicle maintenance & repair inventory whose annual cumulative purchase amount is expected to exceed $200,000.

DISCUSSION:
The list of 2023 vendors and their respective annual purchase amounts are in Exhibit A of this resolution to receive Board approval. These vendors were identified because UTA did business with their companies in 2022 that exceeded $200,000 and will most likely have similar transactions in 2023.

This resolution provides sufficient purchasing authority and transparency and allows the Authority to purchase from these vendors on a timely basis to maintain revenue fleet readiness for our riders.

2022 actual expenses, including amounts that exceeded the Board's disbursement authorization in R2022-04-

02 are listed in Exhibit B of this resolution.

Going forward, the Board authorized amounts in Exhibit A will be entered into JD Edwards for each vendor with an automatic notification alert sent to the Director of Supply Chain if the cumulative non-contracted amount approaches within 10% of the approved amount. When this notification is received the Director of Supply Chain will return to the Board of Trustees with any vendors and expected amounts that will exceed the forecasted amount in Exhibit A.

ALTERNATIVES:
UTA procurement could hold any purchases to vendors with annual purchase amounts over $200,000 to a subsequent Board meeting for an approval, thus delaying timely purchases from vendors and potential impact to operations service.

FISCAL IMPACT:
All authorized disbursements will be accounted for in UTA's adopted Operating and Capital Budgets.

ATTACHMENTS:
R2023-07-08

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY FOR 2023 PARTS INVENTORY PURCHASES AND RATIFYING CERTAIN 2022 PARTS INVENTORY PURCHASES AND DISBURSEMENTS

R2023-07-08 July 26, 2023

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

WHEREAS UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding $200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or $200,000; and

WHEREAS, on December 21, 2022, the Board passed Resolution R2022-12-07 revising Board Policy 2.2 – Contract Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than $200,000 by Resolution; and

WHEREAS, on April 4, 2022, the Board passed Resolution R2022-04-02 authorizing inventory purchases and related disbursements for calendar year 2022 above $200,000 based on designated purchase levels; and

WHEREAS the Board desires to preapprove calendar year 2023 inventory purchases from designated vendors up to specified amounts related to vehicle maintenance & repair inventory whose annual cumulative purchase amount is expected to exceed $200,000 and also to ratify 2022 purchases and disbursements which exceeded amounts designated by Attachment A to R2022-04-02.

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

1. That during calendar year 2023, the Executive Director is authorized to approve payments made to the vendors listed in Exhibit A for amounts no greater than the dollar amounts shown in Exhibit A for the purchase of inventory parts in support of UTA vehicle maintenance and repair requirements. Any inventory purchases or

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disbursements exceeding the amounts shown in Exhibit A shall be brought to the Board for further consideration and approval.

2. That the Board hereby ratifies the purchases and disbursements made in 2022 above $200,000 shown in Exhibit B which exceeded the specific amounts designated by R2022-04-02.

3. That the Board hereby further ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

Approved and adopted this 26th day of July 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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Exhibit A

2023 Authorized Disbursements for Parts Inventory Purchases

Vendor	Not-to-Exceed Amounts for CY 2023
Siemens Mobility Inc	$ 3,111,985
Wabtec Passenger Transit ++	$ 1,696,211
GILLIG CORPORATION	$ 1,405,432
ALSTOM SIGNALING, INC.	$ 1,009,336
L & S Electric Inc.	$ 867,826
KNORR BRAKE CORP.	$ 683,530
Cummins Sales and Service	$ 627,542
POWERRAIL DISTRIBUTION	$ 593,094
Voith US Inc	$ 580,673
The Aftermarket Parts Company, LLC	$ 574,712
MUNCIE TRANSIT SUPPLY ++	$ 406,809
ORX	$ 391,689
Railroad Friction Products	$ 292,282
IFE NORTH AMERICA LLC	$ 259,712
Peak Industrial	$ 243,786
SCHUNK CARBON TECHNOLOGY LLC	$ 239,069
DELLNER COUPLERS INC	$ 215,225
VAPOR-STONE RAIL SYSTEMS	Less than $200K

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Exhibit B

2022 Ratified Disbursements for Parts Inventory Purchases

Vendor	Purpose	2022 Forecast	2022 Actual (Non-Contract)
Siemens Mobility Inc	Light rail parts	$ 2,638,808	$ 2,593,321
Wabtec Passenger Transit ++	Light & heavy rail parts	$ 877,973	$ 1,413,509
GILLIG CORPORATION	Bus parts	$ 1,509,148	$ 1,171,193
ALSTOM SIGNALING, INC.	MOW Signaling parts	$ 281,233	$ 841,114
L & S Electric Inc.	Heavy rail parts	$ 261,378	$ 723,188
KNORR BRAKE CORP.	Light rail parts	Less than $200K	$ 569,609
Cummins Sales and Service	Bus parts	$ 1,150,459	$ 522,951
POWERRAIL DISTRIBUTION	Heavy rail parts	$ 354,104	$ 494,245
Voith US Inc	Bus & light rail parts	Less than $200K	$ 483,894
The Aftermarket Parts Company, LLC	Bus parts	$ 874,058	$ 478,927
MUNCIE TRANSIT SUPPLY ++	Bus parts	$ 337,039	$ 339,007
ORX	Heavy rail parts	Less than $200K	$ 326,407
Railroad Friction Products	Light & heavy rail parts	Less than $200K	$ 243,569
IFE NORTH AMERICA LLC	Light rail parts	$ 287,798	$ 216,427
Peak Industrial	Bus & light rail parts	Less than $200K	$ 203,155
SCHUNK CARBON TECHNOLOGY LLC	Light rail parts	$ 277,692	$ 199,224
DELLNER COUPLERS INC	Light rail parts	$ 287,483	$ 179,355
VAPOR-STONE RAIL SYSTEMS	Light & heavy rail parts	$ 273,102	$ 145,917

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Alex Beim, Manager Long-range and Strategic Planning Russ Fox, Planning Director Jim Wadley, Senior Planning Researcher

TITLE:

Contract: 2023-2024 On-board Survey (Resource Systems Group, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the contract and associated disbursements with Resource Systems Group, Inc. in the amount of $586,677 for an on-board survey of UTA riders.

BACKGROUND:
On 22 March 2023 staff discussed pre-procurement steps with the board, after which staff conducted an RFP to procure a customer survey of riders as required by the Federal Transit Administration to carry out U. S. Department of Transportation Title VI regulations and to understand rider origins and destinations for calibration of the regional travel demand model.

DISCUSSION:
The proposed contract is for a survey of riders on bus, rail, and on-demand services and includes development of questions, survey methods and sampling plan. Provide results of demographic and fare data per federal requirements. Provide origin-destination data surveyed as well as expansion factors for travel pattern estimation.

Survey is to be conducted beginning in the fall of 2023 and concluded by May 2024.

It will target respondents from across the system traveling on bus and rail routes and on-demand services at all times of the day, identify peak period vs. off-peak period respondents and weekend travelers.

The survey must produce a statistically valid sample of all UTA bus and rail routes and on-demand service, identifying minorities and low-income riders and fare payment types.

CONTRACT SUMMARY:

Contractor Name:	Resource Systems Group, Inc.
Contract Number:	23-03698
Base Contract Effective Dates:	1 August 2023 - 30 September 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$586,677
Procurement Method:	RFP best value
Budget Authority:	Planning 2023 Operating Budget

ALTERNATIVES:

Survey is required under Title VI requirements. Failure to conduct survey could put UTA out of compliance with federal regulations and result in loss of federal funds.

FISCAL IMPACT:

The funds are in the 2023 and 2024 Planning Operating Budgets

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ATTACHMENTS:

UTA Contract #23-03698

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UTAH TRANSIT AUTHORITY

Professional Services Agreement

UTA Contract #23-03698

2023 On-Board Survey

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and RESOURCE SYSTEMS GROUP, INC., a Vermont Corporation ("Contractor ").

RECITALS

WHEREAS, UTA desires to hire professional services to conduct its 2023 OnBoard Survey per Title VI regulations (49 CFR Part 21).

WHEREAS, On 2023 April 10, UTA issued Request for Proposal Package Number 23-03698 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

   b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

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c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. **PROGRESS OF WORK**

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

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e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than 2024 September 30. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisons described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs

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which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable).

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor 's Bid or Proposal including proposed terms or conditions

Any Contractor /contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

   A. The date, circumstances, and source of the change; and
   B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

   Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor 's failure to provide timely written notice as provided above shall constitute a waiver of Contractor 's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work.Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor 's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

9. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offsest by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoice not submitted electronically will be paid thirty (30) calendar days from the date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractors.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

11. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractor s, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subContractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subContractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following inviduals are considered to be key personnel under this contract.

Florian Fessel – Project Manager
Margaret Campbell – Sr Technical Advisor

If Contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:
UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**
If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:
Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subContractor s utilized in the performance of the Work at any tier.

16. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   A. Information already in the public domain.
   B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   C. Information developed by or in the custody of Contractor before entering into this Contract.
   D. Information developed by Contractor through its work with other clients; and
   E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

17. **PUBLIC INFORMATION**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor 's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subContractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subContractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

   1. Commercial General Liability – Occurrence Form

      Policy shall include bodily injury, property damage and broad form contractual liability coverage.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

- General Aggregate $4,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability
Each Accident $1,000,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractor’s certificate(s) shall include all subContractors as additional insureds under its policies or subContractors shall maintain separate insurance as determined by the Contractor; however, subContractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Contractors maintaining separate

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contract is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor 's Project Manager	Five calendar days
UTA's Director of Planning/Contractor's Senior Director	Five calendar days
UTA's Chief, Planning & Engagement/Contractor's CEO	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:
Utah Transit Authority
ATTN: Jimi Rider
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor :
Resource Systems Group, Inc.
ATTN: Margaret Campbell
55 Railroad Row
White River Junction, VT 05001

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Jimi Rider, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million.

b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.

c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subContractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates.

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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DocuSign Envelope ID: 106988F0-F83E-454A-BA89-955B0302D27B

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By_____ Date:

Jay Fox
UTA Executive Director

By_____ Date:

Nichol Bourdeaux
Chief, Planning & Engagement

RESOURCE SYSTEMS GROUP, INC.:

By_____ Date:

Margaret Campbell
Senior Director

By DocuSigned by: Robert Hewett DDCEE3FB6A3A4D8... Date: 7/7/2023

Robert Hewett
Contracts Manager

Approved as to Content & Form

By DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 7/7/2023

Mike Bell
UTA Legal Counsel

Reviewed & Recommended

By_____ Date:

James Wadley
Planning Project Manager

UTA Contract No. 23-03698
2023 OnBoard Survey

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Exhibit A

Project Scope of Work

PROJECT TASKS

Task 1*: Project Administration*

Contractor shall present to UTA a project administration strategy that includes, but is not limited to:

- A schedule including milestones, meetings, and deliverables including a kick-off meeting with project stakeholders, and
- Identification of a Project Management team and, if necessary, an external Technical Advisory Committee (UTA Project Manager will identify an internal Technical Advisory Committee as identified in Task 4).

***Deliverable*:** A project schedule including planned project meetings, Project Management team committee members.

Task 2: Review Existing Data Sources and Surveys

- Contractor shall review 2019 on-to-off and OD survey materials and data sets, and identify how the data were used; as well as, identify whether the questionnaire, sampling plan, and other aspects of the survey methodology are applicable and can be replicated for this effort, and
- Contractor shall provide a summary document outlining best practices and recommendations for improvements to the previous methodology to be used as input during questionnaire and sampling plan development.

***Deliverable*:** Summary report of findings from the UTA 2019 Survey.

Task 3: Develop Sampling Plan and Survey Approach

UTA operates buses and trains running on approximately 86 routes, seven (7) days a week, from approximately 3:30 a.m. until nearly midnight. The objective of the survey effort is to collect a population-proportional sample to understand rider demographics and route-level origins and destinations from the entire UTA service area. It is important to understand differences in survey responses across travel markets, especially identifying those respondents traveling to or from significant attractors such as downtown Salt Lake City and major university campuses; as well as, traveling to or from traditionally low-wage employment regions. Contractor's sampling plan shall:

- Target respondents from across the system traveling on both bus and rail routes; as well as, On-Demand services, at all times of the day,

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- Identify and target major travel markets, geographical areas, and traditionally low-wage employment regions, and
- Identify peak period vs. off-peak period respondents; as well as, weekend travelers.

Contractor's sampling plan and survey approach shall include the following:

- A survey with a goal of producing a statistically valid sample of all UTA bus and rail routes by service and time of day; as well as, UTA On-Demand service.
- The surveys will need to be administered on the entire UTA System between November 2023 and May 2024. Care will need to be taken to collect samples only during typical travel times and to ensure that college is in session; notably, excluding surveying during the month of December; as well as, holidays.
- This will be a system-wide survey of UTA services excluding Paratransit services and vanpools.

***Deliverable*:** Complete survey sampling plan and methodology, including estimated target response rates.

Task 4: Develop Questionnaire

Working with an internal UTA Technical Advisory Committee, Contractor shall develop a survey questionnaire for the survey, considering information collected in Task 2.

Key data that should be gathered via the on-board survey includes, but is not limited to:

- Home Address or ZIP+5,
- Trip destination,
- Access to and egress from transit – how did you get to/from transit (e.g. walk, bike, park-and-ride, wheelchair),
- Time of day when you use transit,
- Race/ethnicity,
- Gender,
- Age,
- Education,
- Income,
- Household size,
- Number of vehicles in household,
- Number of licensed drivers in household,
- Method of fare payment,
- Reason for use of transit for journey, and
- Cellular phone/smart phone availability.

Value statements or stated preference questions may also be considered as part of the survey. Survey questionnaire shall be available in English and Spanish, at a minimum.

***Deliverable*:** Final on-board questionnaire form that corresponds with the methodology(s) developed in Task 3.

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Task 5: Program Survey and Produce Survey Materials

Once the questionnaire has been completed, Contractor shall develop the on-board survey program and materials. This will be dependent on survey details identified in Task 2 and Task 3.

***Deliverable*:** Final survey program and required materials.

Task 6: Administration of Survey

Contractor shall closely manage project oversight, including validation of the execution of the program and adjusting for unforeseen disruptions in the overall survey that may introduce bias or corrupt the survey results.

The full system survey will begin in November 2023 and must be completed by the end of May 2024.

***Deliverable*:** Summary report of the results of the survey execution, including problems and implemented solutions to address problems.

Task 7: Analyze Survey Results

Contractor shall produce a comprehensive final data set, including tabulations and cross-tabulations of data in anticipation of the expectations for the use of the data (summarized in the "Objectives" section of this RFP). Contractor shall "scrub" or validate the data for accuracy and consistency and expand upon and weigh the data to ensure an accurate system-wide picture is captured.

***Deliverable*:** Final data set(s) in Microsoft Excel format

Task 8: Draft Document of Survey Results

***Deliverable*:** Draft summary report, including an "Executive Summary." This will be reviewed and redlined by internal UTA Technical Advisory Committee prior to Task 9.

Task 9: Final Document of Survey Results

***Deliverable*:** Final summary report incorporating the redlines made on the draft summary report by the internal UTA Technical Advisory Committee, including an Executive Summary and a PowerPoint presentation to UTA staff of survey results.

PROJECT SCHEDULE

August 2023 – Review 2019 Survey

August / September 2023 – Review and assemble existing data sources

October 2023 – Develop questionnaire

November 2023 – Develop sampling plan

November 2023 / May 2024 – Administer survey

June / July 2024 – Analyze survey results

September 2024 – Draft and finalize document results

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Exhibit B

Project Pricing

	Tasks	Total Hours	Cost
Task 1:	Project Administration	156	$27,068
Task 2:	Review Existing Data Sources and Surveys	30	$5,484
Task 3:	Develop Sampling Plans and Survey Approach	143	$22,700
Task 4:	Develop OD Questionnaire	68	$12,800
Task 5:	Program and produce survey materials	84	$15,540
Task 6:	Administration of Survey	1,400	$142,975
Task 7:	Analyze Survey Results	691	$80,590
Task 8:	Draft Documents of Survey Results	228	$33,136
Task 9:	Final Document of Survey Results	78	$10,519
	Totals	**2,878**	**$350,813**

Expenses (estimated)	**Cost**
Data entry	$0
Survey temporary staff	$0
Total Expenses	**$0**

Subcontractor Expenses (Estimated)	**Cost**
Travel for fieldwork	$43,900
Survey temporary staff	$191,964
Total Subcontractor	**$235,864**

Total Project Cost	**$586,677**

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Pricing of this Contract, as specified in the table above, shall be firm-fixed through the entirety of the period of performance. The Total Project Cost shall be an aggregate, fixed Lump Sum.

Contractor shall invoice UTA on a milestone basis. Milestones, as identified in the table above, will be defined as each Task (1 through 9), respectively. Associated Deliverables with each Task are specified in Exhibit A – Project Scope of Work. Upon submission of each completed deliverable, UTA Project Manager shall assess for accuracy and satisfactory completion prior to Invoice submission.

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1.0 TECHNICAL PROPOSAL

1.1 PROJECT APPROACH

Project Understanding

Utah Transit Authority (UTA) has expanded its services substantially over the past 15 years, and with the expansion of services it is important to understand the change in travel patterns. Understanding travel patterns with an origin-destination (O-D) survey helps agencies determine how to better tailor service to meet the needs of its riders and provides a foundation to forecast future travel behavior for new or expanded services.

Many of UTA's new and expanded services were completed by the time of the last survey in 2019. Since then, those services have become more established. Additionally, the COVID-19 pandemic upended traditional travel patterns and significantly impacted transit ridership globally. Therefore, it is important for UTA to conduct O-D surveys to understand how these changes ultimately affect services system-wide.

In addition to understanding travel behavior, UTA needs to obtain demographic profiles for its riders for Title VI reporting requirements. RSG is well versed in the questions that are required for Title VI and will ensure UTA has included the appropriate questions in its survey.

Continuing to team with ETC Institute, as we did for the 2019, 2015, and 2013 O-D studies, we are poised to harness the knowledge and experience gained from these prior programs, and we are well positioned to provide UTA with a consistent and efficient 2023 On-Board Survey.

Proposed Approach

Task 1: Project Administration

The RSG team will efficiently deliver study results by leveraging our experience on the prior UTA O-Ds. At the outset of the project, RSG's Project Manager will create a project schedule that includes milestones and key deliverables. We will work with UTA to identify a Project Management Team, who will be kept up to date on project status and be included in key project decisions.

We will hold a kickoff meeting with project stakeholders to review objectives and goals for the study. After the kickoff, the RSG team recommends holding biweekly calls, particularly during the planning stages of the study, to ensure all key stakeholders are informed of progress and to discuss project needs and challenges.

Finally, after the kickoff meeting, RSG will create a project work plan that outlines the project objectives, key tasks to accomplish, and any data needs required from UTA to successfully complete the project.

TASK 1 DELIVERABLE

- Project schedule and work plan, including identifying Project Management Team committee members

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Task 2: Review Existing Data Sources and Surveys

The prior UTA On-Board Studies obtained system-wide O-D information. We envision the O-D questionnaire being very similar to those of past years. We expect many of the methodologies, including the sampling plan and survey distribution methods will remain similar to 2019 but we will revisit each step to identify what aspects of the past survey efforts can be replicated and which need to be updated. Because these materials and methodologies were designed and implemented by the RSG team, this review will be accelerated and will help guarantee a comprehensive understanding of the previous effort. Similar to the 2019 study, the 2023 study will include both an on/off and tablet-based surveying, which is described in more detail below.

A summary report of the findings associated with the 2019 survey methodology will be provided for reference in the development of the 2023 methodology and instrument. RSG will also consult with the FTA, and RSG modelers using these data, for current best practices to understand where improvements can be made to the questionnaire, sampling, or other methodologies within the study timeline and budget.

TASK 2 DELIVERABLE

- Summary report of findings from 2019 O-D Survey process

Task 3: Develop Sampling Plan and Survey Approach

RSG will create a sampling plan and survey approach that supports the study objectives and can be completed within UTA's budget and timeline. FTA best practices include conducting both an on/off survey and a full O-D survey. It is typically recommended that about 10% of boardings be surveyed for the O-D survey and about 20% of average weekday boardings for routes with over 2,500 average weekday riders for the on/off survey. We have budgeted for up to 12,000 completed weekday O-D surveys which should provide at least 10-11% sample of average weekday ridership across the system[1]. We have also assumed that the on-to-off survey will be conducted on the FrontRunner, TRAX, and the four bus routes with ridership greater than 2,500 riders. We recommend that once the sampling plan and approach are developed, that UTA and the RSG team discuss the approach with the FTA. This step is critical in helping the FTA feel comfortable with the data being collected and with subsequent models based on these data.

The surveys will be conducted on UTA's full system of fixed-route buses and trains between November 2023 and April 2024. We recommend surveying on Mondays through Thursdays and will focus on trips occurring between 6:00 a.m. and 9:00 p.m., consistent with the prior studies. The sampling plan will aim to collect surveys roughly proportional to actual ridership by route/line, time of day, and direction. The RSG team will avoid surveying during holidays or during weeks that the college campuses are out of session. At the outset of the project, we will work with UTA to determine a list of "blackout" days in which surveying will not be conducted.

TASK 3 DELIVERABLE

- Complete on-to-off and O-D survey sampling plan and methodology, including estimated target response rates

[1] Based on January-March, 2023 average ridership data

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Task 4: Develop Questionnaire

RSG will collaborate with the UTA Technical Advisory Committee (TAC) to develop a questionnaire while addressing the most critical goals of the study. The draft questionnaire will be then distributed to the TAC for final approval prior to programming. The questionnaire will likely include the following questions:

- Route surveyed on
- Direction of travel
- Any other transit routes used and number of transfers
- Time of trip
- Origin location and type
- Boarding location
- Alighting location
- Destination location and type
- Access and egress modes
- Gender
- Age
- Income
- Race and Ethnicity
- Household size
- Number of vehicles in household
- Number of licensed drivers in household
- Method of fare payment
- Reason for use of transit for journey
- English proficiency
- Cellular phone/smart phone availability
- Home zip code

The RFP states that values statements or stated preference questions may be considered for part of the survey; however, the RSG team recommends keeping the survey concise and focused primarily on the O-D questions to ensure a high response rate to satisfy the main objective of this study—understanding origin and destination behavior. However, RSG is well versed in conducting stated preference surveys and would be happy to talk with UTA about additional scope and budget to do so as a follow on to this study.

TASK 4 DELIVERABLE

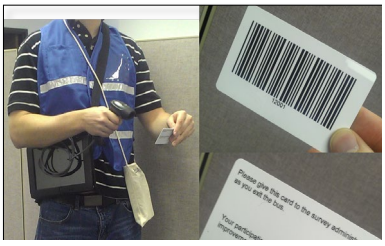
- Final on-board questionnaire that corresponds with the methods developed in Task 3

Task 5: Program Survey and Produce Survey Materials

Once the questionnaire content is finalized, ETC Institute will program the tablet-based survey to be used on-board UTA's buses and trains. The survey will include an address geocoder that will provide a latitude/longitude for each location in real-time.

ETC Institute will also program/prepare the on-to-off survey tools and materials. The on-to-off survey consists of a small card with a barcode on it and a barcode scanning system that links the scan to the time and location where a barcode was scanned.

FIGURE 1. ON-TO-OFF BARCODE AND SCANNER



TASK 5 DELIVERABLE

- Final survey program and materials

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Task 6: Administration of Survey

On-to-Off Survey

ETC Institute will administer the on-to-off survey according to the sampling plan developed in Task 3. The data will then be processed, resulting in a dataset that includes the route surveyed, direction, respondent boarding time, boarding station/stop, and alighting station/stop.

O-D Survey

ETC Institute will administer the O-D survey according to the sampling plan developed in Task 3.

Surveyor Training. Prior to the start of the field, we will conduct in-person group training on survey procedures and safety with all survey staff. A surveyor training manual will also be included.

Timing of the Survey. The surveys will be administered weekdays (Monday-Thursday) when schools are in session and will avoid holidays and major school closures in the area. The surveys will be administered from 6:00am-9:00pm or during the hours for which the route is operating.

During the Administration of the Survey. Interviewers will select riders at random to participate in the survey based on the sampling goals established for each route.

After the Administration of the Survey. After the surveys are administered, the team will review each survey record to ensure that all necessary information has been provided.

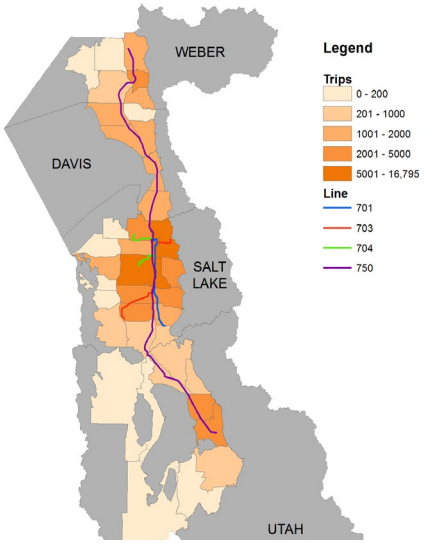
TASK 6 DELIVERABLE

- Summary report of the results of the survey execution, including problems and implemented solutions to address problems

Task 7: Analyze Survey Results

All data will automatically be coded and geocoded in real-time with the tablet-based survey. Much of the data will be cleaned in real-time as well, with interviewers double checking whether a respondent's trip makes sense while they take the survey. Additionally, RSG and ETC will undertake a data cleaning and validation effort after data collection to ensure a high-quality dataset for UTA. This cleaning will include a visual inspection of each record to be sure it makes sense.

FIGURE 2. EXAMPLE OF MAP OF ORIGINS



Prior to analysis, RSG will weight and expand the survey records to represent UTA ridership. RSG will weight to the on-to-off survey for lines/routes where it is conducted and for routes where it is not conducted, we will assume the boarding and alighting patterns to be correct

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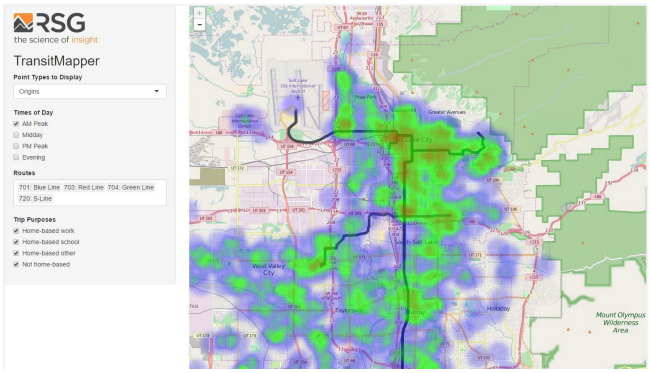
from the survey and will weight to automatic passenger counter (APC) data provided by UTA by route/line, direction, and time-period.

RSG will analyze the data using tabulations and cross tabulations for each question and will primarily be composed of tabulations and charts, as well as cross tabulations by route/line, peak vs. off-peak, ticket type, rider frequency, and other key variables. An example of one analysis is shown in Figure 2, which maps origin locations from RSG's 2013 report to UTA. Graphics such as this can be developed for each route.

Transit Mapper Tool

RSG has developed a web-based tool, called Transit Mapper, that we will provide to UTA as part of this study. The RSG Team will develop this application so that UTA can easily view the O-D patterns dynamically (Figure 3). This tool will allow UTA to map the O-D data based on selecting several different variables to get a good feel of the data, and it works simply right from your hard drive.

FIGURE 3. EXAMPLE OF TRANSIT MAPPER TOOL



TASK 7 DELIVERABLE

- Final dataset(s) in Microsoft Excel format

Task 8: Draft Document of Survey Results

The report will document all survey review, design, implementation, and analysis information outlined in Tasks 1 to 7. The report will contain figures and graphs of key analyses and provide an executive summary highlighting the key findings. RSG will work with the TAC to create a draft report that covers all materials.

TASK 8 DELIVERABLE

- Draft summary report

Task 9: Final Document of Survey Results

A final report addressing the Committee's comments on the draft report will be submitted. Additionally, an executive summary of the survey report and a final presentation in PowerPoint will be created to highlight the key findings of the study.

TASK 9 DELIVERABLE

- Final summary report

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Andrea Pullos, Project Manager

TITLE:

Contract: Utility Relocation for Mid-Valley Connector Bus Rapid Transit (CenturyLink)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve agreement and authorize the Executive Director to execute the contract and associated disbursements with CenturyLink for $300,000.

BACKGROUND:
UTA is in the process of preparing to construct the Mid-Valley Connector BRT project. This project requires utility companies to move some of their equipment so that the new stations can be built. It is important to have the relocation agreements signed with the necessary utilities before the procured contractor begins construction. Relocation agreements must be signed for all utilities with conflicts.

DISCUSSION:
The utility license agreements are based on an estimated cost for the utility company to move their infrastructure. CenturyLink has approximately $300,000 worth of work to be done on this project. This agreement states that UTA will pay CenturyLink for their work.

CONTRACT SUMMARY:

Contractor Name:	CenturyLink
Contract Number:	23-P00277

Base Contract Effective Dates:	July 26, 2023 - December 31, 2026
Extended Contract Dates:	n/a
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Contract Value:	$300,000
Procurement Method:	Non-procurement utility agreement
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

none

FISCAL IMPACT:

There are sufficient funds in the project budget to cover the cost of this service.

ATTACHMENTS:

1) UTA-CenturyLink Utility Relocation Agreement

PROJECT MASTER UTILITY RELOCATION AGREEMENT

This Project Master Utility Relocation Agreement ("Agreement") is hereby entered into this Seventh day of June, 2023 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("UTA"), and Qwest Corporation d/b/a CenturyLink QC, a Colorado company (the "Company"). UTA and the Company are hereafter collectively referred to as the "parties" and either may be referred to individually as a "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Company owns and operates certain utility facilities (which, together with any related improvements, are hereafter collectively referred to as the "Facilities") located in or along the planned Mid-Valley Bus Rapid Transit corridor or other public rights-of-way in Taylorsville, West Valley and Murray, Utah, generally in accordance with the alignment depicted in the attached Exhibit "A" (the "BRT Corridor");

WHEREAS, UTA, in conjunction with the City of Taylorsville, is preparing to construct certain facilities and infrastructure to facilitate the BRT Corridor, and complete certain additional road work (collectively the "Project") along the BRT Corridor; and

WHEREAS, the preliminary design for the Project has identified potential conflicts between the Project and the Facilities, which conflicts will require the Facilities to be relocated and/or protected in place;

WHEREAS, for the purpose of expediting any required Utility Work and reimbursement, UTA and the Company desire to enter into this Agreement with the understanding that future Supplements to this Agreement will be entered into to detail specific utility work to be accomplished by the Company and UTA at specific Project locations;

WHEREAS, the Company has agreed to perform all design, construction, inspection and other work reasonably required in connection with the relocation and/or protection of the Facilities as contemplated in this Agreement (such design, construction, inspection and other work are hereafter collectively referred to as the "Work"); and

WHEREAS, the parties will allocate cost responsibility for the Work as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in accordance with the foregoing Recitals, which are incorporated into this Agreement by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

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1. Company to Hold Preconstruction Meetings. The Company, as early as Project design progress allows, will schedule and attend a meeting with UTA and UTA's utility coordinator to review design development, construction estimates, proposed cost allocations and scheduling for the Work.

2. Company and Contractor Coordination. The Company and UTA shall consult in good faith to decide whether UTA's Contractor, through acceptable minor changes to the Project design, can avoid conflicts with the Company's Facilities. The Company, and UTA shall negotiate in good faith to determine the appropriate and mutually acceptable Project strategy for each potentially impacted Facility. Work necessary for the Project shall be included in accordance with the provisions of 23 C.F.R. §645, subpart A (2012).

3. Company to Design and Construct Utility Work. The Company, with its regular engineering and construction forces, or through qualified contractors selected pursuant to a competitive process, shall perform the necessary field and office engineering, shall furnish all materials, and shall perform the construction services (including inspection, testing and acceptance) included as part of the Work. Such Work, or portions thereof, may be performed by the Contractor, or by another contractor selected and engaged by UTA, but only if the Company consents to such an arrangement.

4. Design Reviews. Upon completion of initial design by the Company, UTA, the Contractor and the Company shall review and reach consensus regarding the final design for the Work. UTA must approve final design plans related to the Work prior to the commencement of construction. Upon approval, UTA shall issue to the Company a notice to proceed with construction.

5. Company to Notify UTA and the Contractor Before Beginning Construction. The Company shall notify UTA and the Contractor in writing at least forty-eight (48) hours in advance of initiating construction under this Agreement. In addition to the initial construction notice, the Company shall provide to UTA and the Contractor, on a daily basis, subsequent notifications of when and where the Company will be performing portions of the Work. Subsequent notifications can be informal. At its election, UTA and UDOT shall be permitted to observe the performance of all construction.

6. Company to Perform Work Consistent With Project Schedule. The parties hereby acknowledge the importance of completing the Work in a manner consistent with the overall schedule for the Project. Accordingly, the parties shall coordinate and agree upon a schedule for the design, construction and final completion of the Work, including any betterment or enhancement work to be performed by the Company in conjunction with the Work. The schedule shall be agreed upon during the preconstruction meetings. The parties shall execute a written acknowledgement of the approved schedule which shall, upon execution, be incorporated into and made a part of this Agreement by reference. The Company agrees to use its best efforts to complete all Work in accordance with the agreed upon schedule. The Company shall immediately notify UTA's utility coordinator of any discovery of an occurrence or unforeseen circumstances that would prevent the Company from completing its Work according to the time schedule provided.

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7. Standard of Care. The Company shall be solely responsible for the performance of all Work. The Company (including its contractors, consultants and other agents) shall perform all Work in a good and workmanlike manner and in conformance with all applicable federal, state and local laws and regulations. The Company shall comply with UDOT's 2012 Standard Specifications for Road and Bridge Construction and Utah Administrative Code R930-7.

8. Indemnification. Company shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Company or its contractors or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Company or its contractors to conform to federal, state, and local laws and regulations. If an employee of Company or its contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Company's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Company or its contractors shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

9. Insurance Requirements. The following levels of insurance are required for Company and any of its contractors who perform work under the scope of this agreement.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Company or its Company and its contractors from liabilities that might arise out of the performance of the work under this contract by the Company, it contractors, his agents, representatives, employees or subcontractors and Company is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Company and its contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $4,000,000

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- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Company and its contractors".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Company and its contractors, including automobiles owned, leased, hired or borrowed by the Company and its contractors".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident $100,000

Disease – Each Employee $100,000

Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Company and its contractors or subcontractor is exempt under UCA 34A-2-103, AND when such Company and its contractors or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim $1,000,000

Annual Aggregate $2,000,000

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a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Company and its contractors warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-

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VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

10. Allocation of Responsibility for Relocation Costs. The parties shall allocate responsibility for the costs of performing the Work utilizing the following criteria (such criteria to be used to create the Company's budget for costs to be reimbursed by UTA):

(a) Except as otherwise provided in Sections 8(b) and 8(c) of this Agreement, UTA shall reimburse the Company for all actual allowable, allocable and reasonable costs incurred in the performance of the Work. The costs payable by UTA

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under this Agreement may include overhead and administrative charges, but shall not include any profit on work performed by the Company's own forces. During the preconstruction meetings, UTA and the Company shall meet in good faith to establish a budget setting forth the maximum amount of reimbursement-eligible costs which may be incurred by the Company. Any additional Work required and agreed upon pursuant to a Supplement hereto shall be established in the same fashion. In the event that changes to the approved budget for reimbursable costs, whether by Supplement or otherwise, become reasonably necessary, any such changes shall be only by a Supplement, in writing, executed by both parties.

(b) The parties intend that the scope of UTA's reimbursement obligations under this Agreement shall be limited to only that portion of the Work necessary: (i) to permit the continued use, operation and maintenance of the Facilities in compliance with applicable laws, regulations, industry standards and commercially reasonable practices; and (ii) to preserve the current functionality and utility of the Facilities , including, where required, replacement of fiber optic cable from splice point to splice point. Betterment will be borne by the Company except to the extent the cost of such betterment is required to be borne by UTA under 23 C.F.R. 645.117(h).

(c) The parties intend that the scope of UTA's reimbursement obligations under this Agreement shall be limited to only that portion of the Work necessary to construct the Project improvements in accordance with the clearance standards and other design requirements set forth in UTA's most recent BRT Design Criteria Manual, and UDOT requirements described in paragraph 7 above.

(e) The Company shall submit itemized bills covering its actual costs incurred for performing the Work to UTA's utility coordinator. Itemized bills shall bear the Project and Supplement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, within six months following completion of the Work by the Company on the Project. The Company shall not be required to include proprietary information, such as employees names, pay structure and identification numbers or any such information of their contractors; but, may use codes for those expenses which could be found in company records for any later reviews. Otherwise, previous payments to the Company may be considered final, except as agreed to between the parties in advance. UTA will reimburse the Company within sixty (60) days after receipt of the billings, but only for those items complying fully with the provisions of 23 C.F.R. § 645, subpart A (2012). Failure on the part of the Company to submit the billings within six (6) months' time of completion of Work may result in UTA's disallowance of that portion of Work reimbursement.

(f) In accordance with 23 C.F.R. § 645.117, all materials from Company's existing Facilities, which are recovered and determined by Company to be in suitable condition for reuse by the Company and not reused on the Project, shall be credited to the cost of the Project at current stock prices. If the materials are not suitable for reuse, and if UTA desires, such material shall become the property of UTA.

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11. Additional Work Scope. Utility conflicts will be identified and may be discovered after the execution of this Agreement. The parties agree that the scope of the Work shall be outlined in a Supplement or Supplements to this Agreement to identify the Facilities and Work to be included within the scope of this Agreement.

12. Company to Submit Invoices for Reimbursable Work. The Company shall submit to UTA invoices for the actual costs of Work subject to UTA reimbursement under this Agreement, together with supporting documentation. Total cumulative invoices submitted under this Agreement shall not exceed $300,000. The invoices and supporting documentation shall be submitted to:

Mid-Valley BRT Project
Utilities Coordinator
669 West 200 South
Salt Lake City, Utah 84101

13. Federal Requirement/Buy-America. Company agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, to the extent applicable, which provide (with certain exceptions) that steel, iron, and manufactured products used in FTA-funded projects are produced in the United States. Company agrees to deliver to UTA upon request for Supplements providing Company complete reimbursement of its costs for Work, concurrently with execution hereof, a signed Buy America Certificate in the form attached hereto as Exhibit "B".

14. Audit. The Company shall keep detailed and complete records verifying all costs for which the Company seeks reimbursement pursuant to this Agreement and supporting the Company's billings. Within 3 months of completion of the Project, UTA and the Company shall reconcile the payments made to the Company under this Agreement to confirm that such payments were made in compliance with the cost allocation formula set forth in Section 8 of this Agreement. Each party agrees to, for a period of 6 months following completion of the Work, make any payment adjustment required as the result of the reconciliation performed. UTA and UDOT shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the Project for purposes of verifying the costs for which the Company seeks reimbursement. Should this audit disclose that the Company has been underpaid, the Company will be reimbursed by UTA after submission of an additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UTA in the amount of the overpayment. For purposes of this Section, the Company is required to maintain cost records regarding the Work for which the Company seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UTA.

15. Company Liaison. The Company shall designate a project manager, who will be the Company's liaison with respect to the matters covered by this Agreement. The Company's project manager shall interface with UTA's utilities coordinator for the Project regarding the matters described in this Agreement.

16. Right of Way. Any easements or replacement right of way required in connection with the Work will be acquired by UTA in accordance with appropriate federal and state law.

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17. Supplements to Agreement. UTA and the Company shall enter into Supplements to this Agreement, as appropriate, to cover portions or all of the Work, at specific Project locations. Each Supplement will include a description and location of the Work, an estimate of the cost, and any proposed betterments. A copy of the form of Supplement is attached hereto as Exhibit "C" and by this reference made a part hereof. The Company shall not perform any Work without a fully-executed Supplement for that portion of the Work.

18. Maintenance. Access for maintenance and servicing of Company's property located on the right of way of the Project will be allowed only by permit issued by UDOT and/or UTA, as appropriate, to the Company. Company will obtain the permit(s) and abide by the conditions set forth therein.

19. Term of Agreement. This Agreement shall become effective on the date of its full execution by both parties. This Agreement shall continue in full force and effect until the completion of all Work and final payment of all UTA-reimbursable costs. This Agreement, and all obligations hereunder, shall terminate without further action required on the part of either party in the event that UTA does not proceed with the Project for any reason and provides written notice of this fact to the Company. Notwithstanding the termination of this Agreement, UTA shall be responsible for the payment of all reimbursable costs properly accrued by the Company through the date of the notice of termination and for reasonable wind-down costs incurred thereafter as determined by mutual agreement and in accordance with Paragraph 8 above. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

20. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.

21. Choice of Law; Forum; Attorneys' Fees. This Agreement shall be deemed to have been negotiated and executed in the State of Utah. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. The Company's project manager and UTA's utilities coordinator shall endeavor to resolve any and all disputes occurring with respect to this Agreement informally and at the appropriate management level. No party may bring a legal action to enforce any term of this Contract without first having exhausted the dispute resolution escalation process as follows:

Level of Authority	Time Limit
UTA's Project Manager/Company's Project Manager	Five calendar days
UTA's Chief Services Officer /Company's Principal	Five calendar days

Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall be brought to a federal or state court located in Salt Lake County, Utah. Each party hereby

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submits to the personal jurisdiction and venue in either such court.. If any action is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of such action in addition to any other remedy to which it may entitled at law.

22. Multiple Counterparts. This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof will be the same as delivery of an original.

23. Savings Clause. In the event any provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

24. Notices. All notices required or permitted to be given hereunder shall be in writing and are effective when received. All notices shall be addressed as follows:

If to UTA:
Utah Transit Authority
Mid-Valley BRT Project
Attn: Project Manager
P.O. Box 30810, 669 West 200 South
Salt Lake City, Utah 84130-0810

If to the Company:
CENTURYLINK
Attn:

Either party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

QWEST CORPORATIONCENTURYLINK	UTAH TRANSIT AUTHORITY
By: Jamie Chidester (Jun 7, 2023 16:29 MDT)	By: **Jay Fox**
Title: SR Manager LNI	Title: **Executive Director**
By:	By: **Mary DeLoretto**
Title:	Title: **Chief Capital Services Officer**

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RECOMMENDED FOR APPROVAL

Utilities Coordinator

DocuSigned by:
Andrea Pullos
5D51572AEF504AC...
6/23/2023

Project Manager: **Andrea Pullos**

DocuSigned by:
Michael Bell
70E33A415BA44F6...
6/23/2023

Legal Counsel: **Michael Bell**

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EXHIBIT "A"

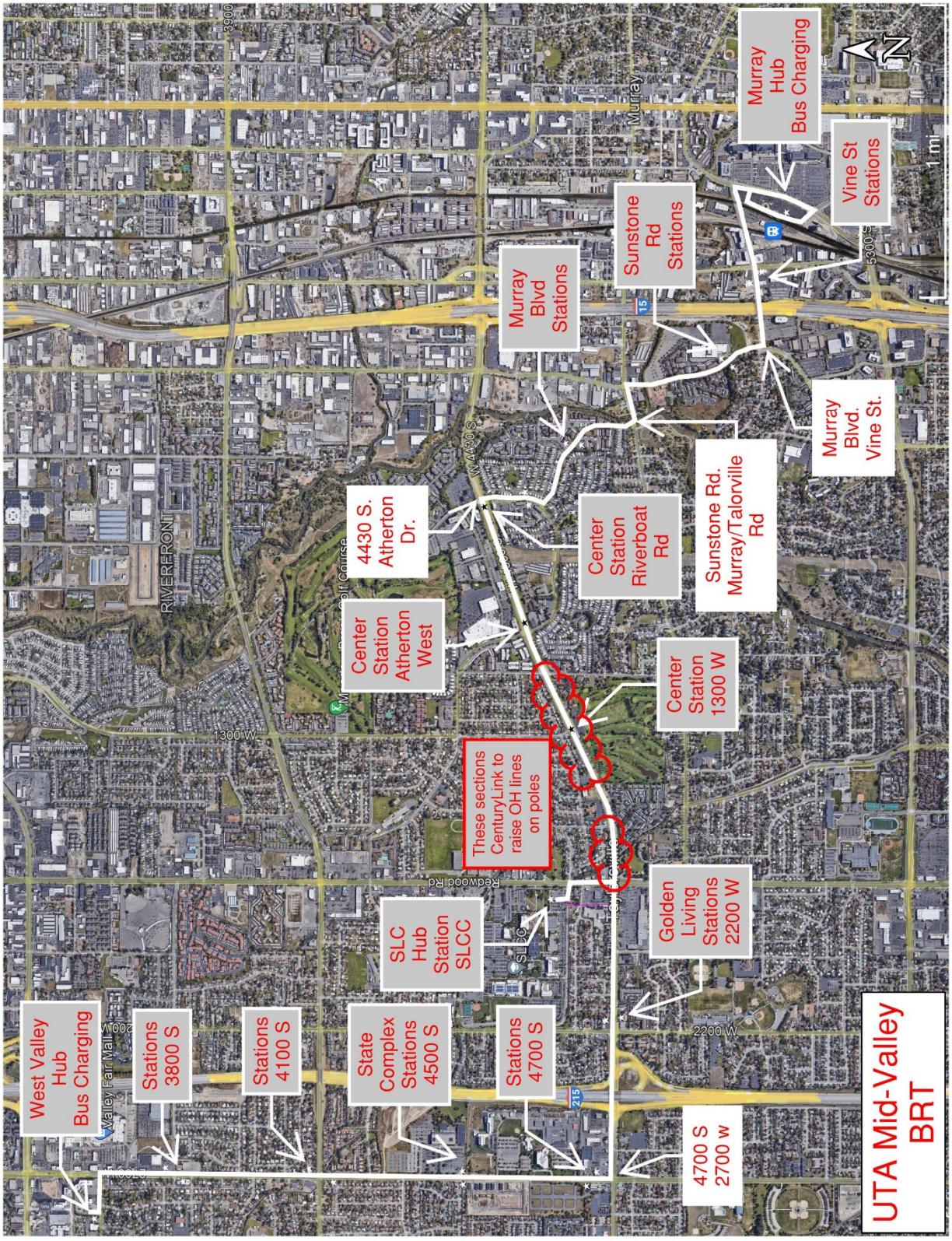

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EXHIBIT "B"

Buy-America Certification

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally-assisted Contract)

Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)(1).** The bidder or offeror hereby certifies that it *will meet* the requirements of 49 U.S.C. 5323(j)(1) *and* the applicable regulations in 49 CFR Part 661.5.

--OR—

○ **CERTIFICATE OF NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(1).** The bidder or offeror hereby certifies that it *cannot comply with* the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

SIGNATURE:

CENTURYLINK

	6/7/2023
Signature SR manager LNI	Date
Title	

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EXHIBIT "C"

UTILITY MATRIX

Work to be done by CenturyLink or its Contractor:

Owner	Scope	ID	Count (EA)	Linear Footage	Sheet
CenturyLink	Raise/Re-lash Overhead Phone	18-08		218	UT-18
CenturyLink	Raise/Re-lash Overhead Phone	20-03		586	UT-20
CenturyLink	Raise/Re-lash Overhead Phone	21-06		174	UT-21
CenturyLink	Raise/Re-lash Overhead Phone	22-10		249	UT-22
CenturyLink	Raise/Re-lash Overhead Phone	23-11		550	UT-23
CenturyLink	Raise/Re-lash Overhead Phone	24-20		649	UT-24
CenturyLink	Raise/Re-lash Overhead Phone	25-13		600	UT-25
CenturyLink	Raise/Re-lash Overhead Phone	26-05		34	UT-26
	Raise/Re-lash Overhead Phone Total			3,060	
CenturyLink	Remove Communications Pole	18-07	1	-	UT-18
CenturyLink	Remove Communications Pole	20-05	1	-	UT-20
CenturyLink	Remove Communications Pole	20-06	1	-	UT-20
CenturyLink	Remove Communications Pole	20-07	1	-	UT-20
CenturyLink	Remove Communications Pole	20-08	1	-	UT-20
CenturyLink	Remove Communications Pole	21-08	1	-	UT-21
	Remove Communications Pole Total		6	-	

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Dean Hansen, Systems Engineering Manager

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #23-018 - S-Curve Negative Return Cable-to-Rail Connections (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-018 (S-Curve Negative Return Cable-to-Rail Connections) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of $289,839.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:
UTA is requesting approval of task order #23-018 with RMSS. This task order replaces welded negative return cable-to-rail connections with bolted connections on ballasted and embedded track. Replacing these connections eliminates the need to use welding equipment when a connection breaks, which reduces the amount of time the track is out of service.

Location of Ballasted Track Connections:

- SRN13: 9400 S. Substation
- SRR12: Rio Grande Substation
- SRS11: Sugar Highway Substation
- SRA10: Atwood Substation
- SRP9: Pallas Yard Substation
- SRM8: Murray Substation
- SRC7: Central Substation
- SRW6: Walton Substation
- SRB4: Burton Substation

Location of Embedded Track Connections:

- 900 E. 400 S.
- 1000 E. 500 S.
- 1200 E. 500 S.
- 1300 E. 500 S.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-23-018
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023
Extended Contract Dates:	through December 31, 2025
Existing Contract Value:	$21,219,373
Amendment Amount:	$289,839
New/Total Contract Value:	$21,509,212
Procurement Method:	Task Order Issued under Master Task Order Agreement
Budget Authority:	2023-2027 Capital Plan through the Rail Switch and Trackwork Rehab/Replacement Project

ALTERNATIVES:
Disapprove task order. Continue to suspend revenue services to repair cable-to-rail connection breaks.

FISCAL IMPACT:
This budget is included in the 2023-2027 Capital Plan.

ATTACHMENTS:
Task Order #23-018

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TASK ORDER NO. 23-018

TASK ORDER NAME: S-Curve Negative Return Cable-to-Rail Connections

PROJECT CODE: SGR-404

This is Task Order No. 23-018 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #23-018 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is July 31, 2024. The Final Acceptance Date for this Task is July 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $289,839. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☒ does not ☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> $200,000

By: _____
Mary DeLoretto, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Ball 6/30/2023
Legal Review 70E33A415BA44F6... Date

_____
Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 6/29/2023

June 6th, 2023 RMSS-52598-074

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 014A - TRAX Rail Bonding Rehab for Ballasted Track and S-Curves

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the rehabilitation of several crossbond and negative return locations along the TRAX alignment. This proposal focuses on locations in ballasted track territory as well as four locations on the University Line that can be completed in conjunction with the upcoming shutdown for the S-Curves.

Our lump sum price for this proposal is **$289,839.00**

The scope of work for this proposal is as follows:

Scope of Work
RMSS will perform the following rehabilitation to ballasted track connection locations as follows:

- SRN13 9400 South TPSS
  - Install 28 Cembre rail bonding track connections
    - 4 of these connections will be spares for future use
  - Replace approximately 250’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Replace 2 jumpers that exist around the IJ of the southbound track
    - RMSS will add one additional jumper around each of these IJ’s for added redundancy
  - Replace missing IB cable that is currently cut-off
  - Negative return cables do not have sufficient slack for re-termination at this location
- SRR12 Rio Grande TPSS
  - Install 18 Cembre rail bonding track connections
    - 4 of these connections will be spares for future use
    - This location has 2 existing bolted connections that will be re-used if possible
  - Replace approximately 250’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Negative return cables do not have sufficient slack for re-termination at this location

- SRS11 Sugar Highway TPSS
  - Install 12 Cembre rail bonding track connections
    - 4 of these connections will be spares for future use
    - This location has 4 existing bolted connections that will be re-used if possible
  - Replace approximately 120’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Replace jumpers around IJ’s
    - RMSS will add one additional jumper around each of these IJ’s for added redundancy
  - Negative return cables do not have sufficient slack for re-termination at this location
- SRA10 Atwood TPSS
  - Install 39 Cembre rail bonding track connections
    - 15 of these connections will be spares for future use
    - This location has 24 existing bolted connections that will be re-used if possible
    - Restraining rail in several locations will prevent RMSS from installing spare rail bonding kits
  - Replace approximately 1040’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Negative return cables do not have sufficient slack for re-termination at this location
- SRP9 Pallas Yard TPSS
  - Install 7 Cembre rail bonding track connections
    - 2 of these connections will be spares for future use
    - This location has 5 existing bolted connections that will be re-used if possible
  - Replace approximately 120’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Negative return cables do not have sufficient slack for re-termination at this location
- SRM8 Murray TPSS
  - Install 10 Cembre rail bonding track connections
    - 2 of these connections will be spares for future use
  - Replace approximately 120’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Negative return cables do not have sufficient slack for re-termination at this location
- SRC7 Central TPSS
  - Install 20 Cembre rail bonding track connections
    - 4 of these connections will be spares for future use
  - Replace approximately 250’ of bonding cable
    - Install tags on bonding cables from IB to track
  - Re-terminate negative return cables at impedance bond busbar
- SRW6 Walton TPSS
  - Install 19 Cembre rail bonding track connections
    - 4 of these connections will be spares for future use

        - This location has 1 existing bolted connection that will be re-used if possible
    - Replace approximately 250’ of bonding cable
        - Install tags on bonding cables from IB to track
    - Re-terminate negative return cables at impedance bond busbar
        - Negative return busbars appear to be heavily oxidized for both tracks
        - RMSS will replace the busbars as needed

- SRB4 Burton TPSS
    - Install 9 Cembre rail bonding track connections
        - 2 of these connections will be spares for future use
        - This location has 1 existing bolted connection that will be re-used if possible
    - Replace approximately 120’ of bonding cable
        - Install tags on bonding cables from IB to track
    - Negative return cables do not have sufficient slack for re-termination at this location

RMSS will perform the following rehabilitation to embedded track connection locations as follows:

- 900E & 400S 75+18
    - Install 20 Cembre rail bonding track connections
        - 6 of these connections will be spares for future use
    - Replace approximately 350’ of bonding cable
        - Install tags on bonding cables from IB to track
- 1000E & 500S 86+20
    - Install 16 Cembre rail bonding track connections
        - 4 of these connections will be spares for future use
    - Replace approximately 150’ of bonding cable
        - Install tags on bonding cables from IB to track
- 500S & 1200E 97+95
    - Install 16 Cembre rail bonding track connections
        - 4 of these connections will be spares for future use
    - Replace approximately 150’ of bonding cable
        - Install tags on bonding cables from IB to track
- 1300E & 500S 101+80
    - Install 24 Cembre rail bonding track connections
        - 8 of these connections will be spares for future use
    - Replace approximately 600’ of bonding cable
        - Install tags on bonding cables from IB to track

Scope by Others

- Removal, procurement, and installation of track boxes
- Demo, replacement, and finishing of concrete
- Conduit repair at embedded locations
- UTA must provide RMSS with tagging convention for all locations and cables that are to be tagged

Assumptions
The pricing and scope of this proposal is based on the following assumptions:

- Concrete must be removed at least 1ft behind each track box and 2ft into the track slab to allow room for drilling of the rail required to install Cembre rail bonding kits
- RMSS will coordinate any impacts to traffic loop interfaces with Pinetop Engineering, LLC
    - Any repairs to traffic loops, or required upgrades to traffic loops will be handled under Task order #08 - Traffic Control Interface Maintenance, or equivalent task order extension
- Each track box in embedded territory will contain only one (1) spare Cembre track connection due to space constraints within the track box
- RMSS will install one spare rail bonding kit per track termination in ballasted territory
    - Areas with restraining rail will not receive spare rail bonding kits
- This project has a DBE goal of 3% due to federal funding requirements

Exclusions

- All replacement of negative return cables from substation to impedance bond
- Improvement, repair, or installation of drainage systems
- Rehabilitation of rail connections at any locations not included in this proposal
- Concrete cover for theft protection
- Tagging and identification of negative return manholes
- Updates to traction power plans, drawings, and details

This proposal is valid for 60 days, unless extended in writing by RMSS. Issuance of a task order for this proposal shall constitute an agreement that the scope described in this proposal takes precedent over any other scope related documents for this task order.

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

Sincerely,

Anthony Ortolani
Area Manager
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS
Doug Jones - RMSS

UTA - On Call

PTO014A - TRAX Crossbond Connection Rehab - Embedde

Task Order Estimate Summary

6/6/2023

Subcontractors	**$**	**-**
Materials	**$**	**117,870.00**
Administrative	**$**	**5,762.00**
Design/Engineering	**$**	**-**
Construction/Testing	**$**	**116,805.00**
Travel & Perdiem	**$**	**-**
Other Costs and Fee	**$**	**49,402.00**
Total:	**$**	**289,839.00**

DBE Participation Goal for Task Order:	**3%**
Anticipated DBE Participation:	**30%**

hy

Location #	Location	Location Type	EXISTING CEMBRE CONN. (IB to RAIL)	EXISTING WELDED CONN. (IB to RAIL)	EXISTING BOLTED CONN. (Bonding Jumper)	EXISTING WELDED CONN. (Bonding Jumper)	REQUIRED SPARE CONN.	TOTAL RAIL CONNE. (Spare and Used)	# of NEW BOLTED CONN. (Cembre Kits)	Cembre Drill Bits	500MCM Single Lug (Standard)	Double Lug (Vertical) (Neg Return & IB Center Tap)	Double Lug (Horizontal) (IB Side Tap & Busbar)	500MCM Cable FT (Okonite)	Additional Notes
1	SRN13 9400 South TPSS	Ballasted Track	0	16	0	8	4	28	28	3	44	8	12	250	- Add second bonding jumper around each IJ - Add second cable from Rail to IB for 4 connections - Negative Returns have no slack for re-termination
2	SRR12 Rio Grande TPSS	Ballasted Track	2	14	0	0	4	20	18	2	16	8	12	250	- Negative Returns have no slack for re-termination
3	SRS11 Sugar Highway TPSS	Ballasted Track	2	6	2	2	4	16	12	2	12	0	4	120	- Add second bonding jumper around the IJ - Negative Returns have no slack for re-termination
4	SRA10 Atwood TPSS	Ballasted Track	52	24	0	0	15	91	39	4	76	0	38	1040	- No slack on negatives, no-reterms. - Restraining rail in several locations, no spares there
5	SRP9 Pallas Yard TPSS	Ballasted Track	3	5	0	0	2	10	7	1	8	0	4	120	- No slack on negatives, no-reterms
6	SRM8 Murray TPSS	Ballasted Track	0	8	0	0	2	10	10	1	8	0	4	120	- No slack on negatives, no reterms
7	SRC7 Central TPSS	Ballasted Track	0	16	0	0	4	20	20	2	16	12	12	250	
8	SRW6 Walton TPSS	Ballasted Track	1	15	0	0	4	20	19	2	16	8	12	250	
9	SRB4 Burton TPSS	Ballasted Track	1	7	0	0	2	10	9	1	8	0	4	120	- No slack on negatives, no reterms
10	400S & 900E 75+18 (6 track boxes)	Embedded Track	0	14	0	0	6	20	20	2	14	4	4	350	- Embedded track location, need coordination with SWI - Assuming 25' per cable due to uncertainty of conduit routing - Assuming two IB's - Assuming 4 negative return re-terms, but uncertain of available slack
11	1000E & 500S S-Curve 86+20 (4 track boxes)	Embedded Track	0	12	0	0	4	16	16	2	12	0	0	150	- Crossbond location - Replace cable and install Cembres - Add extra cable for DF track may have increased vertical lengths - Only one spare per box
12	1150E & 500S S-Curve 97+95 (4 track boxes)	Embedded Track	0	12	0	0	4	16	16	2	12	0	0	150	- Crossbond location - Replace cable and install Cembres - Add extra cable for DF track may have increased vertical lengths - Only one spare per box
13	1200E & 500S S-Curve 101+80 (8 track boxes)	Embedded Track	0	16	0	0	8	24	24	3	16	4	8	600	
			61	165	2	10	63	301	238	27	258	44	114	3770	

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Construction
	Jacob Wouden, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-088 - Bingham Rim Road Daybreak Grade Crossing (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-088 to the on-call maintenance contract with Stacy and Witbeck in the amount of $207,946 and authorize the Executive Director to execute the task order and associated disbursements for state of good repair work on the Red Line in South Jordan.

BACKGROUND:
In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years and will be coming up for re-procurement.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

1) Passenger ride quality
2) Automobile cross-traffic ride quality
3) Potential stray current issues

DISCUSSION:
UTA Staff is requesting approval of task order #23-088 with Stacy and Witbeck, Inc. to complete one grade

crossing replacement project in the amount of $207,946. The scope of this request includes full replacement of the at-grade crossing at Bingham Rim Road on the Red Line in South Jordan with 180 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-23-088
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	$28,569,446
Amendment Amount:	$207,946
New/Total Contract Value:	$28,777,392
Procurement Method:	RFP best value modification
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Due to the complexity of rail replacement work, starting a new procurement would delay the project 18 months due to the selection process and ordering materials. If the at-grade crossing at the Bingham Rim Road on the Red Line in South Jordan is not replaced, the rail will continue to deteriorate and cause service interruptions. If delayed long enough, the rail would be out of a state of good repair and could become a severe safety issue. Due to the lead time of the materials needed for replacement, an unplanned replacement could impact service for over a year. The location of the at-grade crossing at the Bingham Rim Road is on the Red Line corridor and would significantly delay service if not replaced. This is a key strategic alignment area for our operation team.

FISCAL IMPACT:

This budget is included in the 2023-2017 Capital Plan.

ATTACHMENTS:

1) Task Order 23-088

DocuSign Envelope ID: A0E0812D-5220-4426-BD50-353BA84B3666

TASK ORDER NO 23-088

TASK ORDER NAME: Bingham Rim Road Daybreak Grade Crossing
PROJECT CODE: SGR385 20-7385.63000.1010

This is Task Order No. 23-088 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021. This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order 23-088 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2023. The Final Acceptance Date for this Task is December 31st, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $207,946. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☒ does not ☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

As Task Order 23-088 is anticipated to receive federal assistance funds, this requires the application of the Federal Clauses appended as Exhibit D to the On-Call Maintenance Contract. The UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal of 4% for this Task Order. The contractor will submit the DBE Participation From (Appendix A-1) and Good Faith Efforts Form (Appendix A-3) at completion of this Task Order to document accomplishment or good faith efforts.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> $200,000

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Construction Date
< $75,000

By: _____
Jacob Wouden, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 6/19/2023

DocuSign Envelope ID: A0E0812D-5220-4426-BD50-353BA84B3666

Stacy and Witbeck

May 8, 2023 On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-620 - Bingham Rim Rd. Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at the Bingham Rim Rd. on the Red Line in South Jordan with 180 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: A0E0812D-5220-4426-BD50-353BA84B3666

- Project is for removal of existing tracks and embedded track construction only. All roadway pavement, curbs, sidewalks, etc. to be performed by others.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $14,761.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,250.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $3,540.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $2,976.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $9,063.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,499.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Bingham Rim Rd. Embedded Grade Crossing – 180 TF – Total $151,020

– This bid item includes the following items.

- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for the existing concrete track panels.
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 180 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96”x 15” track slab, rather than an 84” x 15” track slab.
- Item 7090 – Ballasted Track Construction - Includes a total of 96 TF of ballasted track construction split up on the ends of the embedded tracks. Includes installation of UTA provided 10’ concrete transition ties.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: A0E0812D-5220-4426-BD50-353BA84B3666

Bid Item 8000 – Rail Salvage Credit – 7 TN – ($138/TN) – Total ($966.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $6,296.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $14,507.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$207,946.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: A0E0812D-5220-4426-BD50-353BA84B3666

05/08/2023 14:25
23-620 Bingham Rim Rd. Embedded Grade Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	14,761.00	14,761.00
1100	Permits & Regulatory Approvals	1.000	LS	2,250.00	2,250.00
2000	Safety Program & Administration	1.000	LS	3,540.00	3,540.00
2500	Key Personnel Travel & Subsistence	1.000	LS	2,976.00	2,976.00
3000	QC Program & Testing	1.000	LS	9,063.00	9,063.00
6000	Construction Survey/Layout	1.000	LS	4,499.00	4,499.00
7000	Bingham Rim Rd. Embedded Crossing	180.000	TF	839.00	151,020.00
8000	Rail Salvage Credit	7.000	TN	-138.00	-966.00
10000	Mobilization	1.000	LS	6,296.00	6,296.00
		Subtotal			$193,439.00
100000	Fee (7.5%)	1.000	LS	14,507.00	14,507.00
		Bid Total	========>		$207,946.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S):	Janelle Robertson, Project Manager III

TITLE:

Contract: Funding Agreement for the Historic Orchard Pathway Connection Project (Perry City)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve the funding agreement with Perry City for the Historic Orchard Pathway Connection Project (UTA Contract #23-P00278).

BACKGROUND:
The Brigham City Transit Corridor Study was completed in 2007. The study examined options for a transit link between Ogden and Brigham. The report concluded that commuter rail was the best mode to connect the two communities. Just after the corridor study was completed, Box Elder County passed 2nd quarter sales tax to support the development of the extension of commuter rail to Box Elder County. The Regional Transportation Plan identifies the need to preserve right of way for this future project. For the past five years, UTA has been working to advance corridor preservation efforts. In 2020, the tax was expanded to also support active transportation projects as part of S.B. 150.

On September 20, 2022, the County Commissioners of Box Elder County unanimously approved Resolution 22-09 regarding Perry City's funding request to use 2nd quarter sales to partially pay for the design, construction and improvement of the Historic Orchard Pathway Connection. The project will connect the Historic Orchard Pathway Trail to a future UTA station at approximately 1100 South.

DISCUSSION:
Perry City is requesting $250,000 from the 2nd quarter sales tax to support the Historic Orchard Pathway Connection project. UTA finds that the project is an appropriate transit-supportive use of the 2nd Quarter and

will promote greater mobility and access to transportation for the residents of the community.

ALTERNATIVES:
None, the proposed project fits within the terms of the legislation and therefore is eligible for funding.

FISCAL IMPACT:
$250,000 from Box Elder's 2nd quarter sales tax revenues, which will be paid through MSP140, Box Elder Corridor Preservation funds.

ATTACHMENTS:
Perry City Funding Agreement (UTA Contract 23-P00278)

PERRY CITY FUNDING AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is made and entered into as of July 13, 2023, ("Effective Date") by and between Perry City, a municipality of the State of Utah ("City") and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("UTA").

RECITALS

WHEREAS, on September 20, 2022, the County Commissioners of Box Elder County unanimously approved Resolution 22-09 regarding Perry City's funding request to use 2nd quarter sales tax ("2nd Quarter") to partially pay for the design, construction and improvement of the Historic Orchard Pathway Connection ("Project"); and

WHEREAS, the Project will connect the Historic Orchard Pathway Trail to a future Frontrunner station at approximately 1100 South; and

WHEREAS, UTA finds that the Project is an appropriate transit-supportive use of the 2nd Quarter and will promote greater mobility and access to transportation for the residents of the community; and

WHEREAS, the Parties consider the Project to be an important component of the public transit system in Box Elder County; and

WHEREAS, UTA has agreed to dedicate $250,000.00 from the 2nd Quarter towards the Project.

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

AGREEMENT

1. Project. The Project refers to the design and construction of improvements to the Historic Orchard Pathway Trail that will create a connection to the future transit station site at approximately 1100 South in Brigham City, Utah (just north of the Perry City boundary), as more particularly described in the ("Design Plans") which will be incorporated as part of Exhibit A. The City shall provide a copy of the Design Plans to UTA prior to the commencement of the Project. The City shall be responsible for the construction oversight and management of the Project along with any professional or technical services that may be required.

2. Funding. UTA agrees to contribute funds from the 2nd Quarter in an amount not-to-exceed $250,000.00 ("Funds") to be used and dedicated to the Project. Upon execution of this Agreement, UTA shall deposit Funds into an escrow account at the Bank of Utah from which the City may draw monies upon submittal of invoices to pay its consultants and subcontractors for

services rendered towards Project. If the amount of an invoice is disputed, UTA shall notify City and the parties will work in good faith to resolve the dispute. The Project's total cost is unknown at this time and the parties recognize that the Funds will not be sufficient to complete Project. The City will seek other funding sources, such as local or state, in order to ensure the Project is completed successfully.

3. Term. This Agreement shall commence on the Effective Date and terminate at the expiration of five years, or upon completion of Project, whichever occurs first. Funds remaining in escrow account, if any, upon termination of this agreement shall revert to UTA.

4. Budgeting and Accounting. UTA may track, as needed, expenditures from the escrow account at the Bank of Utah to ensure the funds are expended on this Project, and for accounting and auditing purposes.

5. Amendments. Any change in this Agreement shall be mutually agreed upon by the City and the UTA and shall be set forth in a written amendment to this Agreement.

6. Subconsultant Agreements. All the services required hereunder for the design and construction of Project will be performed by City or under its supervision. All personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

7. Notices. All notices under this Agreement shall be sent to the following address:

City: Perry City
City Administrator
3005 South 1200 West
Perry, UT 84302

UTA: Utah Transit Authority
Finance Department
669 West 200 South
Salt Lake City, Utah 84101

8. Governmental Immunity. UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

9. No Third-Party Beneficiaries. The parties agree that the terms herein and all rights relating to the subject matter thereof shall be strictly reserved to the parties, and nothing contained in this Agreement shall give any claim or right to any other third party.

10. Jurisdiction. This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah.

11. Entire Agreement. This Agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, on the subject matter of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and electronic signatures shall be binding as if signed in person, and all such counterparts together shall constitute one and the same Agreement.

13. Condition Precedent. Pursuant to Utah Code §17B-2a-808.1(2)(u), this Agreement is subject to the approval of, and is not effective until it has been approved by, the Board of Trustees of UTA.

(Signatures on Following Page)

IN WITNESS WHEREFORE, the City and the UTA have executed this agreement to be effective as of the Effective Date.

UTAH TRANSIT AUTHORITY, a Large Public Transit District under the laws of the State of Utah

_____
JAY FOX
Executive Director

_____
VIOLA MILLER
Chief Financial Officer

Approved as to Form:

Michael L Bell Digitally signed by Michael L Bell Date: 2023.06.23 09:23:10 -06'00'
_____
LEGAL COUNSEL

PERRY CITY, a municipality of the State of Utah

_____
MAYOR

Approved as to Form:

_____
CITY ATTORNEY

Attest:

_____
RECORDER/CLERK

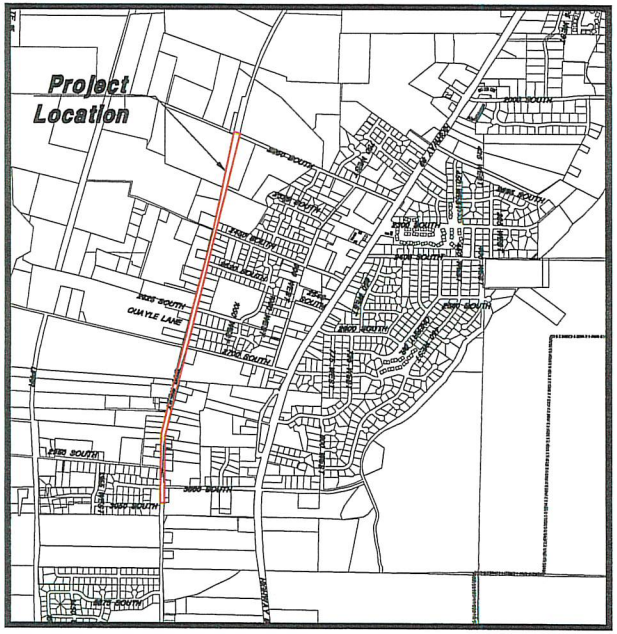
EXHIBIT A

Design Plans for Historic Orchard Pathway Connector

PERRY CITY CORP.

1200 WEST TRAIL (2250 NORTH TO 3600 SOUTH)

PRELIMINARY PLAN



Location Map

PERRY CITY

INDEX

1 COVER SHEET
3 1200 WEST ROAD AND TRAIL
4 1200 WEST ROAD AND TRAIL
5 1200 WEST ROAD AND TRAIL
6 1200 WEST ROAD AND TRAIL
7 1200 WEST ROAD AND TRAIL
8 1200 WEST TRAIL
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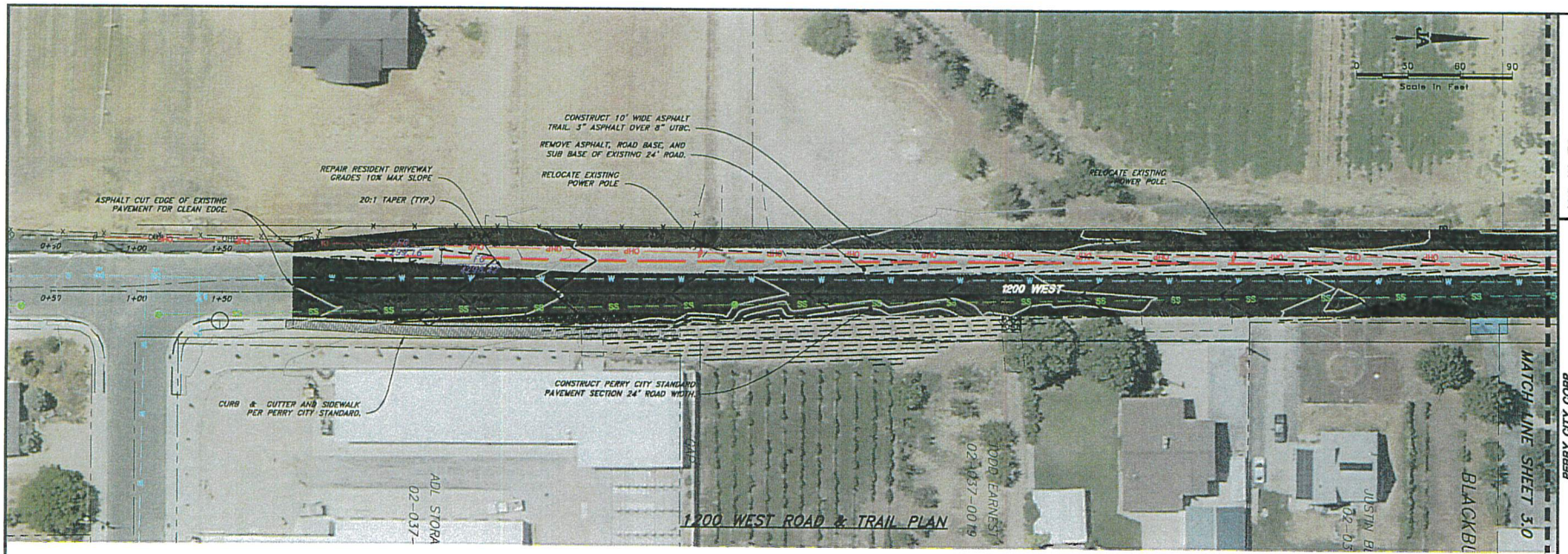
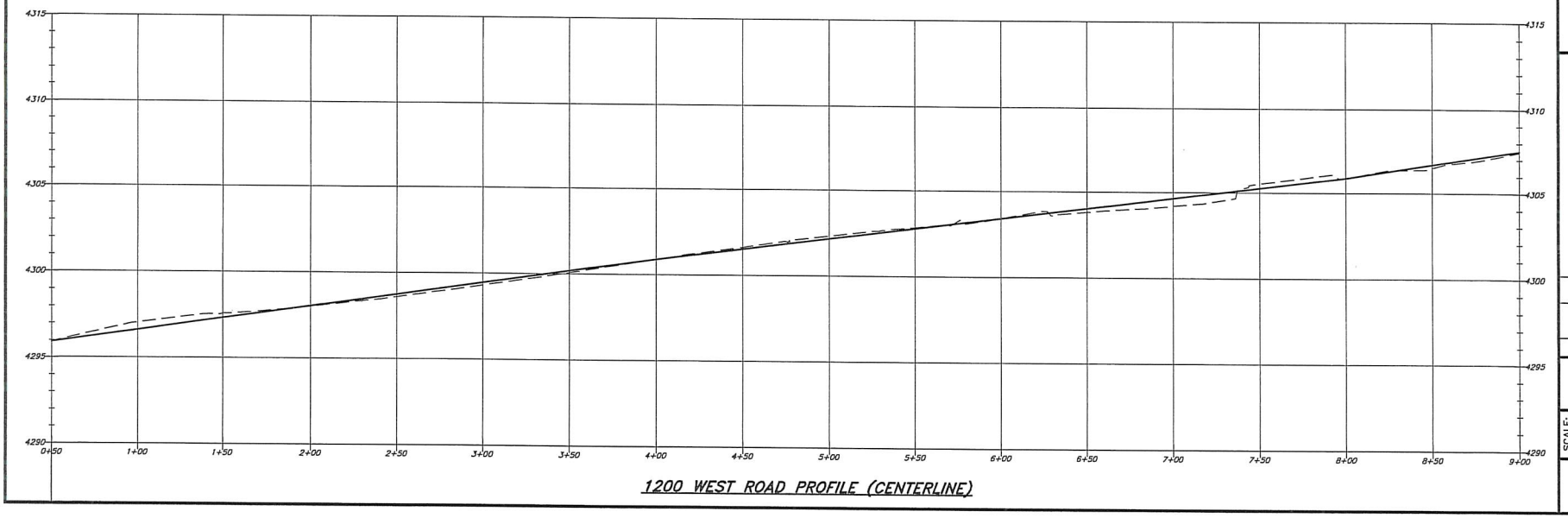
JA JONES & ASSOCIATES
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767

For Review
05/25/2023 9:35:40 AM





1200 WEST ROAD PROFILE (CENTERLINE)

CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesslf.com

PERRY CITY CORP.
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

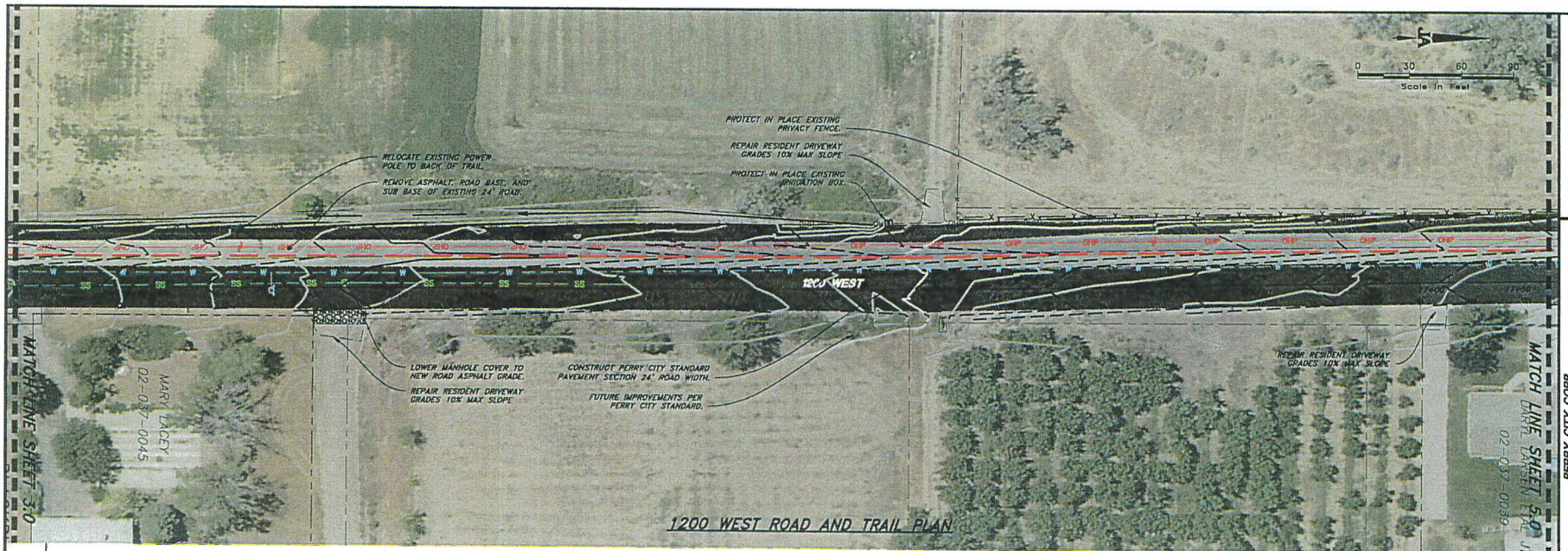
1200 WEST ROAD AND TRAIL
STA 0+50 TO 9+00

REV.	DATE	APPR.

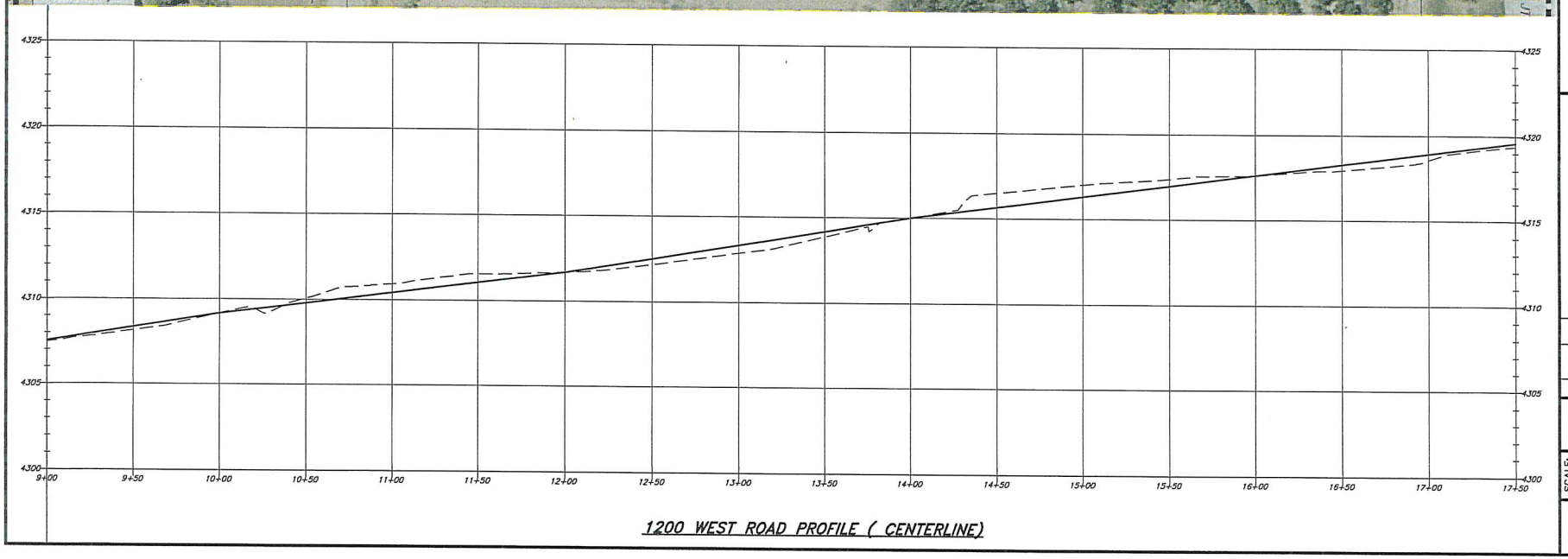
DESIGNED ----- DRAWN ----- CHECKED -----

SCALE: 22"x34" H:1"=40' V:1"=2' 11"x17" H:1"=80' V:1"=4'

SHEET: 3 OF ---- SHEETS



1200 WEST ROAD AND TRAIL PLAN



1200 WEST ROAD PROFILE (CENTERLINE)

CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesandassoc.com

PERRY CITY CORP.

1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST ROAD AND TRAIL
STA 9+00 TO 17+50

REV.	DATE	APPR.

DESIGNED ----- DRAWN ----- CHECKED -----

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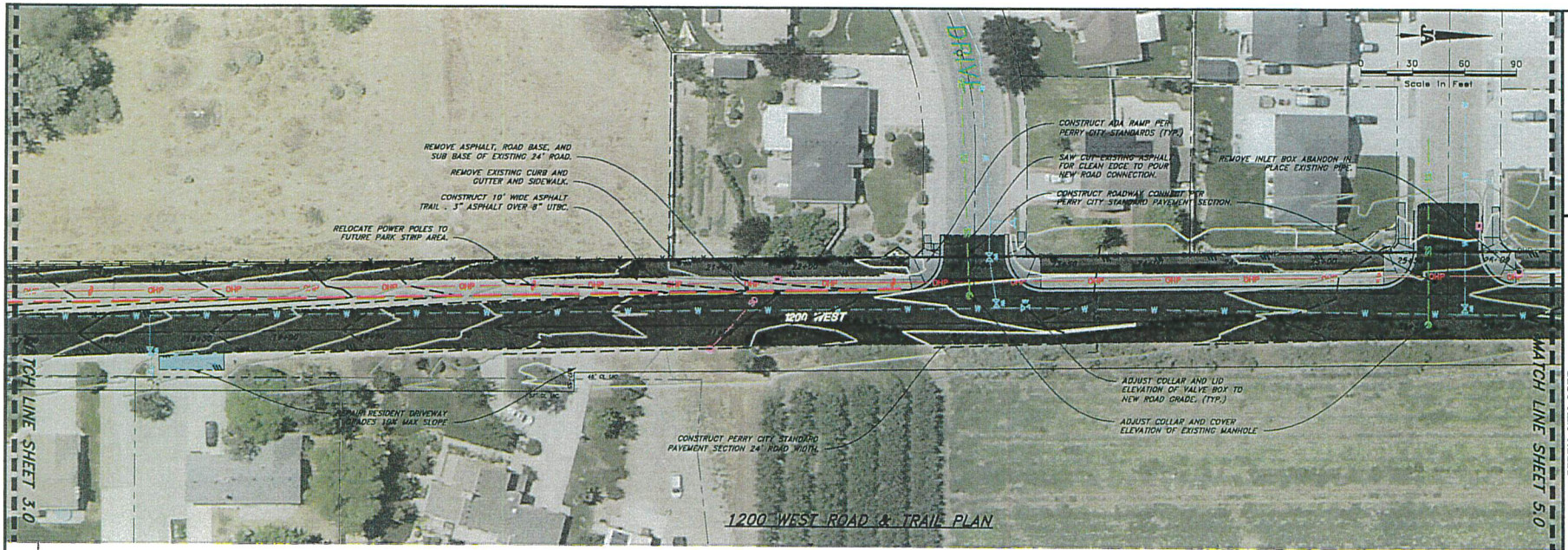
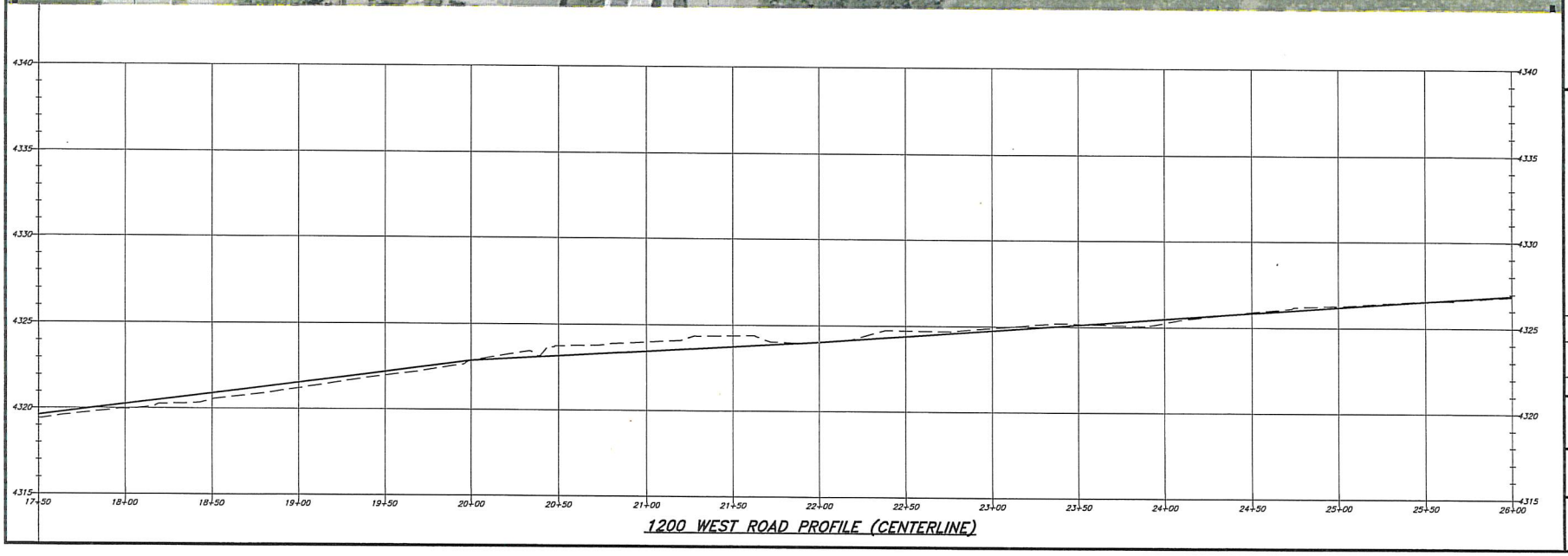
SHEET: 4 OF — SHEETS





1200 WEST ROAD PROFILE (CENTERLINE)

CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesabl.com

PERRY CITY CORP.

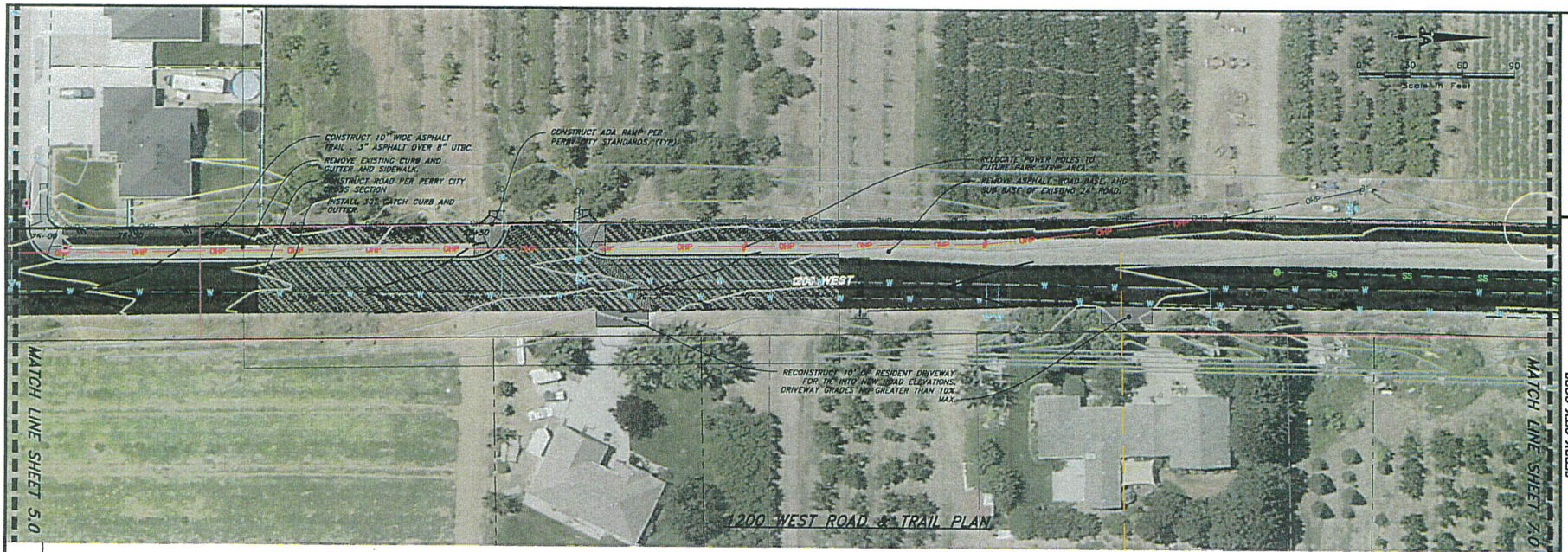
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

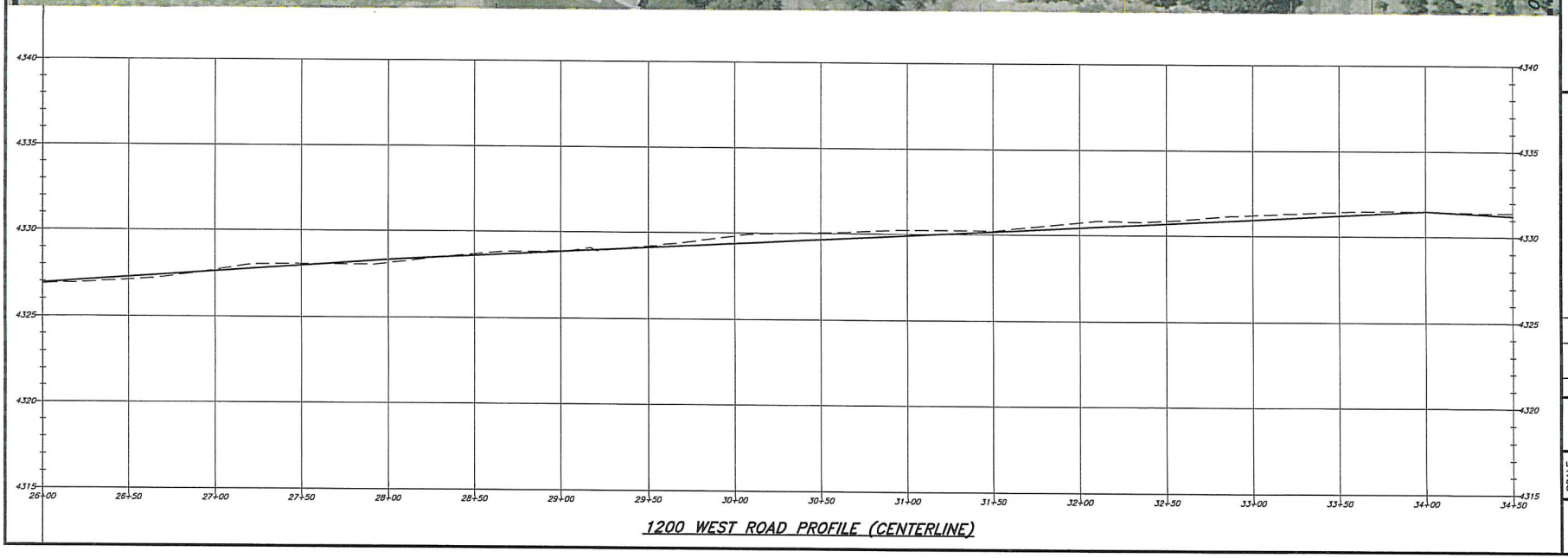
1200 WEST ROAD AND TRAIL STA 17+50 TO 26+00

REV.	DATE	APPR.

SCALE: 22"x34" H:1"=40' V:1"=2' | 11"x17" H:1"=80' V:1"=4'
DESIGNED ----
DRAWN ----
CHECKED ----

SHEET: 5 OF — SHEETS





1200 WEST ROAD PROFILE (CENTERLINE)

JONES & ASSOCIATES
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesandassoc.com

PERRY CITY CORP.
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST ROAD AND TRAIL
STA 26+00 TO 34+50

SCALE:	DESIGNED	DRAWN	CHECKED	REV.	DATE	APPR.
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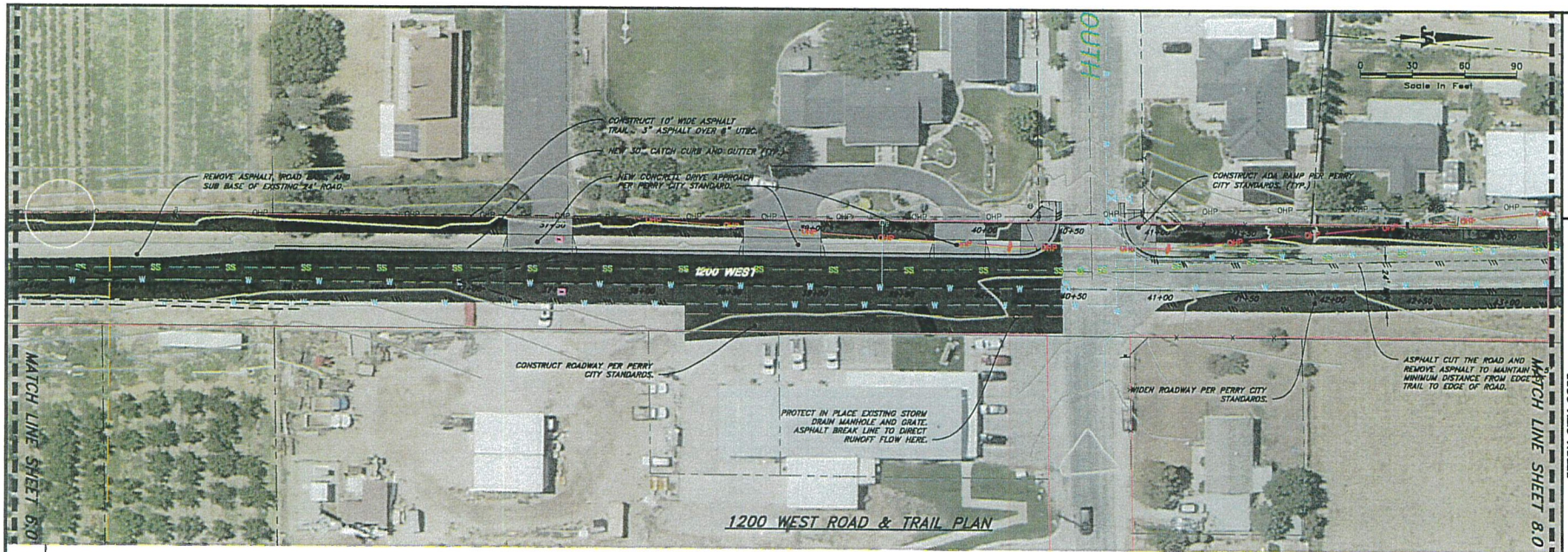
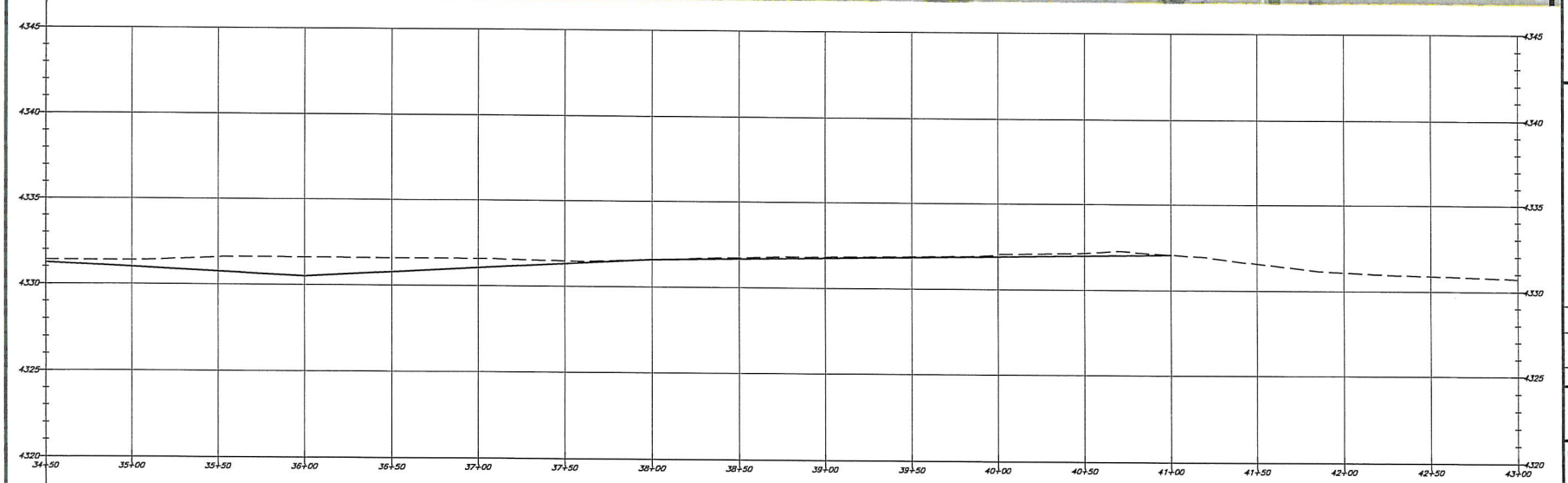
11"x17": H:1"=80', V:1"=4'	---	---	---			

SHEET: 6 OF --- SHEETS



1200 WEST ROAD & TRAIL PLAN



1200 WEST ROAD PROFILE (CENTERLINE)

CONSULTING ENGINEERS
JONES & ASSOCIATES
8080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesutah.com

PERRY CITY CORP.

1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

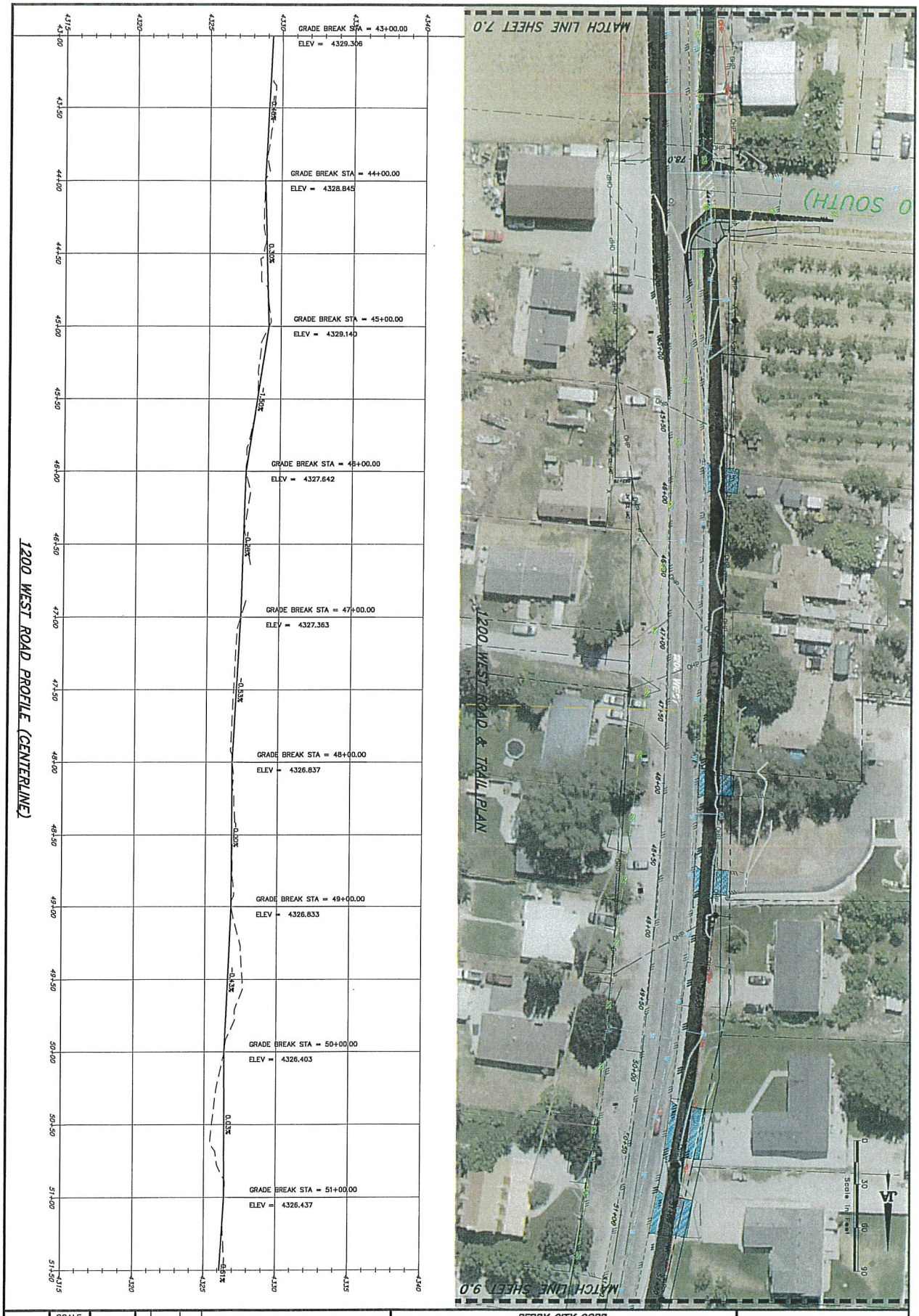
1200 WEST ROAD AND TRAIL STA 26+00 TO 34+50

NO.	REVISION	DATE	APPR.

SCALE: 22"x34" H:1"=40' V:1"=2' 11"x17" H:1"=80' V:1"=4'

DESIGNED ---- DRAWN ---- CHECKED ----

SHEET: 7 OF ---- SHEETS



SHEET: 8 OF SHEETS

SCALE:
22"x34"
H:1"=40'
V:1"=2'
11"x17"
H:1"=80'
V:1"=4'

DESIGNED
DRAWN
CHECKED

REV.	DATE	APPR.

PERRY CITY CORP.

1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST TRAIL
STA 43+00 TO 51+50

JA JONES & ASSOCIATES CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesciv.com

1200 WEST TRAIL PROFILE (BACK OF WALK)

CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesutah.com

PERRY CITY CORP.

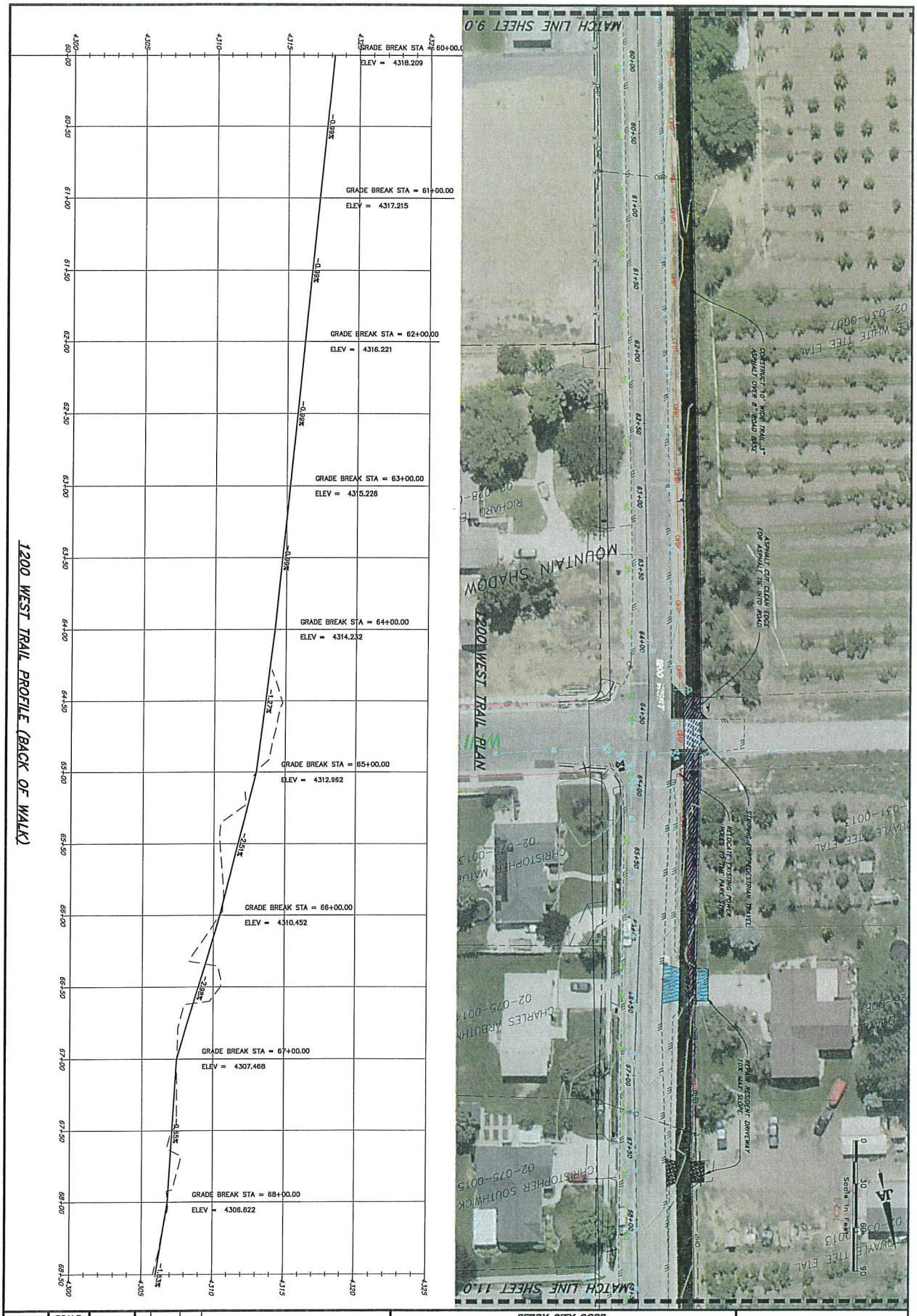
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST TRAIL STA 51+50 TO 60+00

REV.	DATE	APPR.

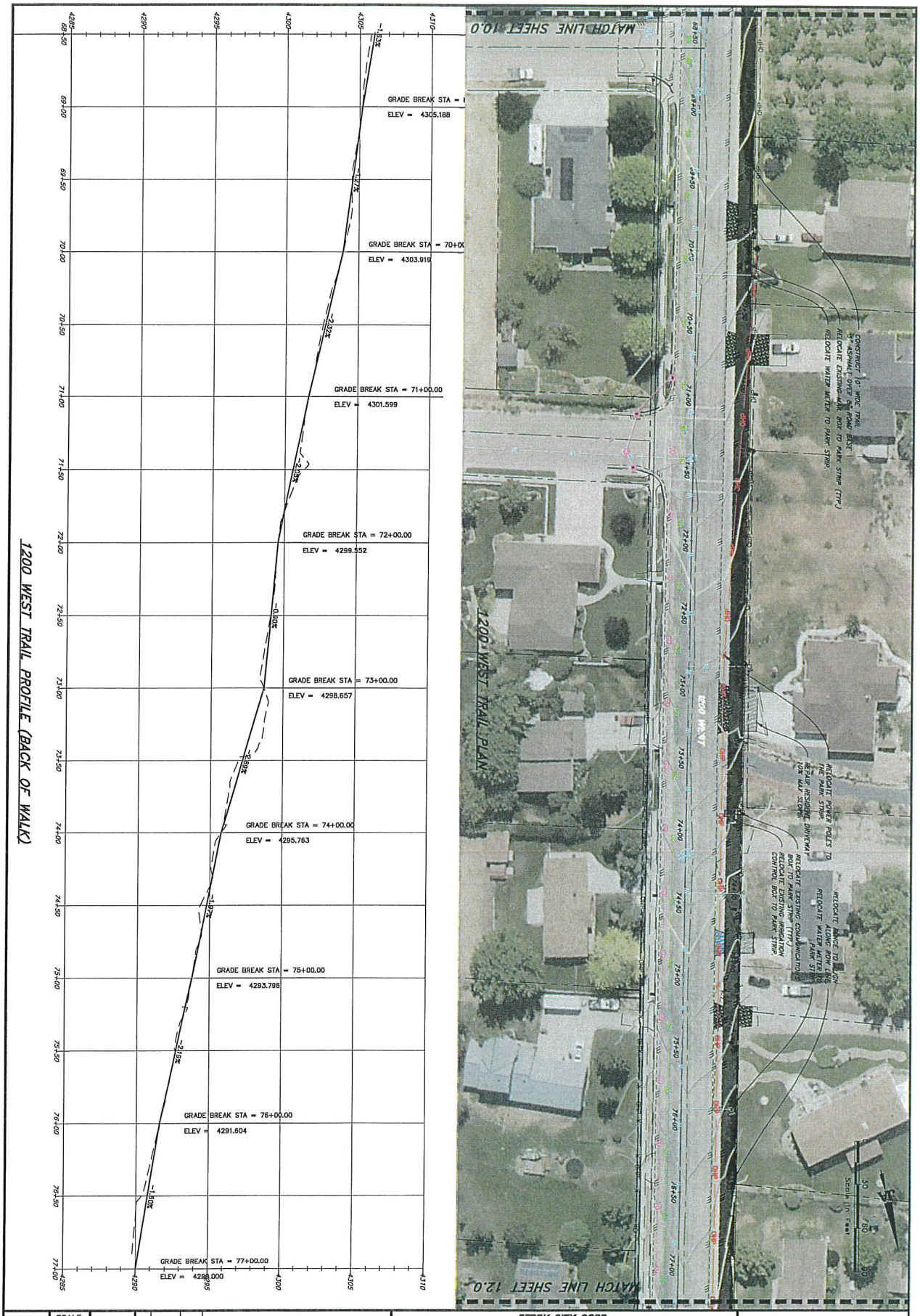
SCALE: 22"x34" H:1"=40' V:1"=2' | 11"x17" H:1"=80' V:1"=4'
DESIGNED ----
DRAWN ----
CHECKED ----

SHEET: 9 OF ---- SHEETS



SHEET: 10 OF SHEETS	SCALE: 22"x34" H:1"=40' V:1"=2' / 11"x17" H:1"=80' V:1"=4'	DESIGNED / DRAWN / CHECKED	REV.	DATE	APPR.	PERRY CITY CORP. 1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH) **1200 WEST TRAIL STA 60+00 TO 68+50**

JA JONES & ASSOCIATES CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesciv.com



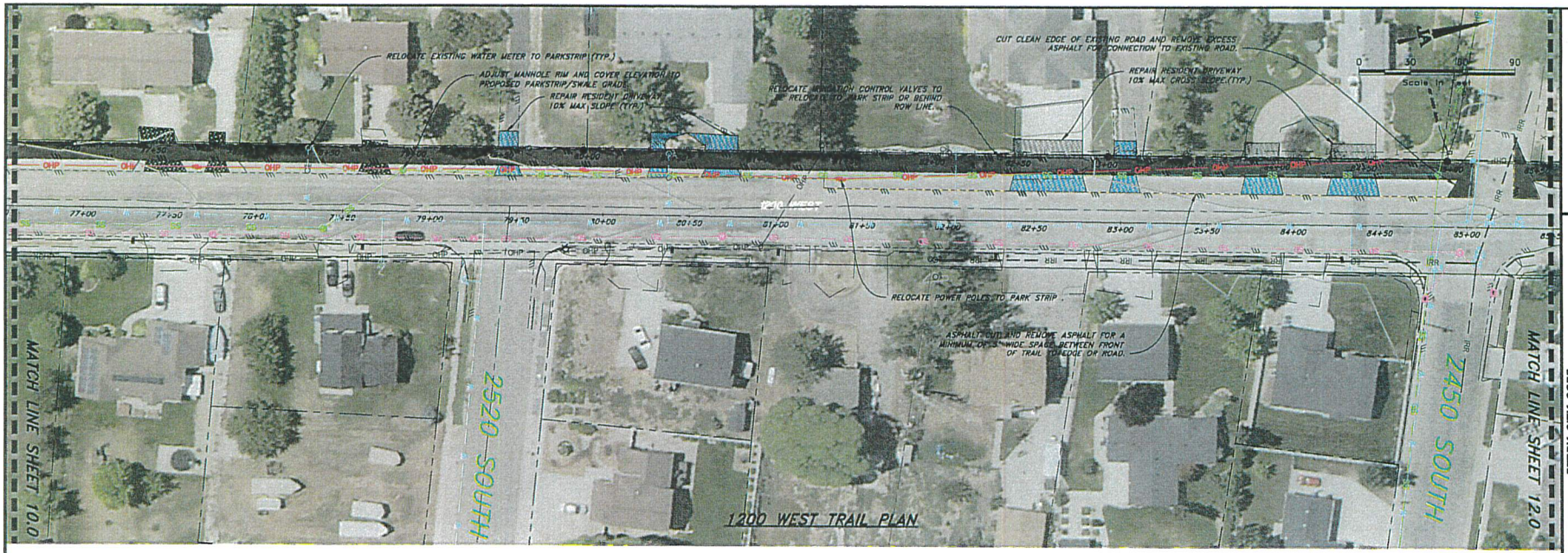
SHEET: 11 OF — SHEETS	SCALE: 22"x34" H:1"=40' V:1"=2' / 11"x17" H:1"=80' V:1"=4'	DESIGNED / DRAWN / CHECKED	REV.	DATE	APPR.

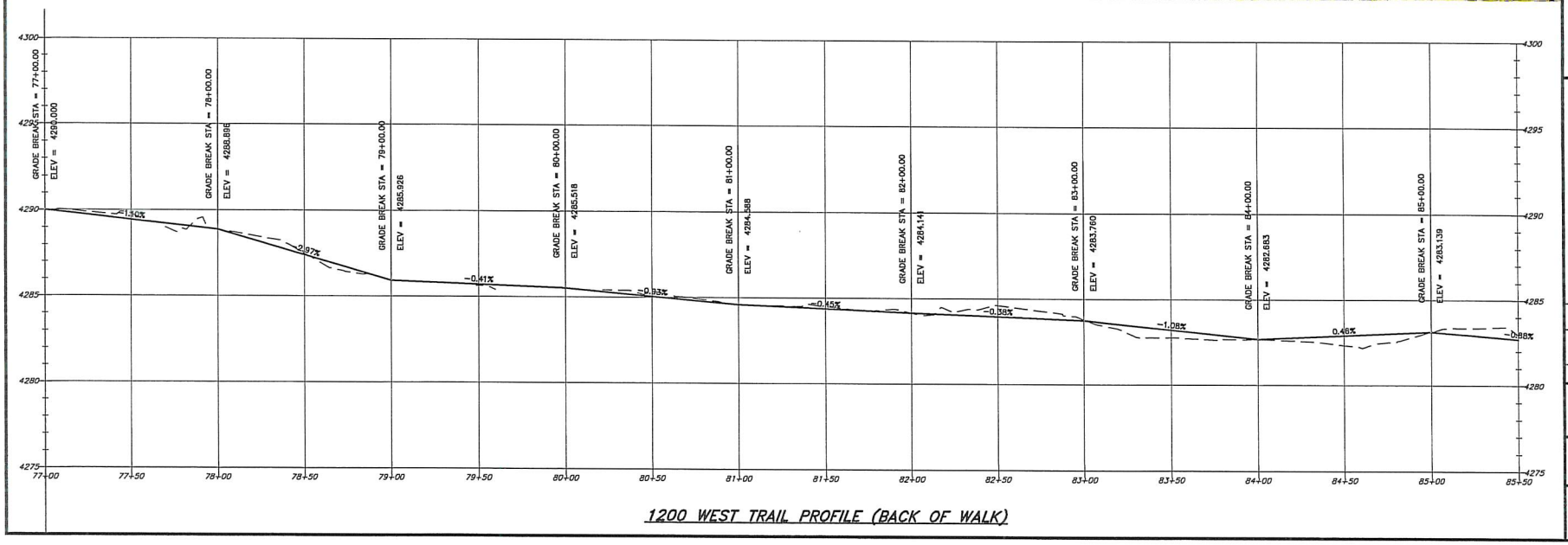
PERRY CITY CORP.

1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST TRAIL
STA 68+50 TO 77+00

JONES & ASSOCIATES CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesciv.com





1200 WEST TRAIL PROFILE (BACK OF WALK)

JONES & ASSOCIATES CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesandassociates.com

PERRY CITY CORP.

1200 WEST TRAIL (2260 NORTH TO 3000 SOUTH)

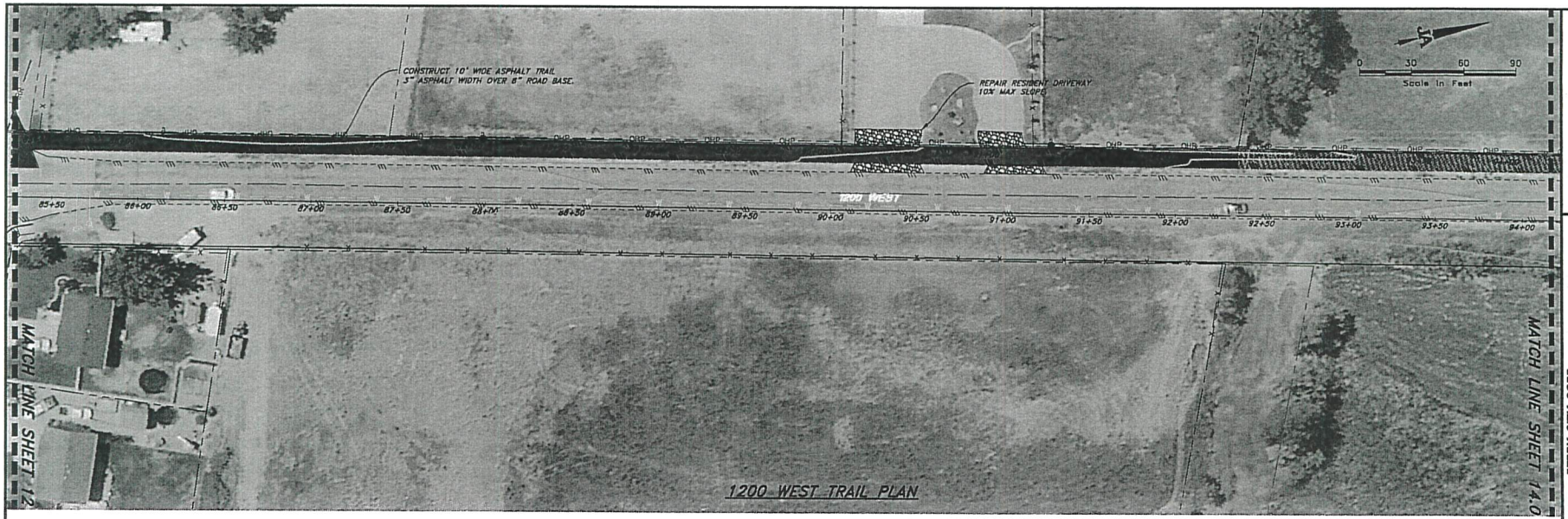
1200 WEST TRAIL
STA 77+00 TO 85+50

REV.	DATE	APPR.

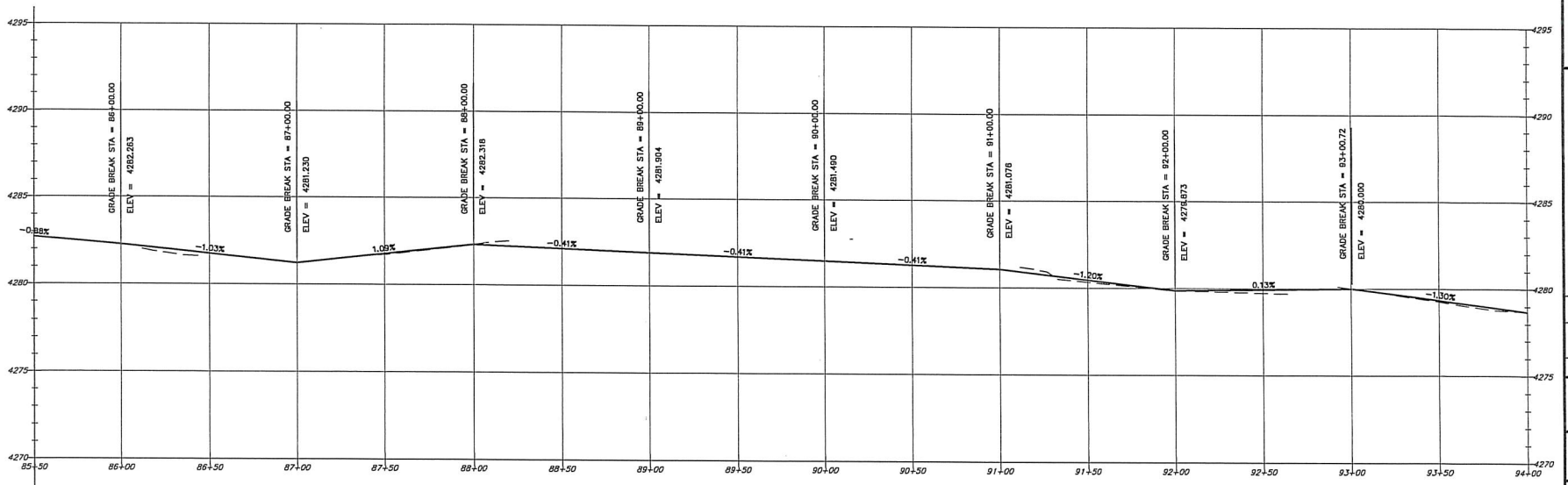
DESIGNED ---- DRAWN ---- CHECKED ----

SCALE: 22"x34" 1"=40' 1:1"=2' 11"x17" 1:1"=80' 1:1"=4'

SHEET: 12 OF SHEETS



1200 WEST TRAIL PLAN



1200 WEST TRAIL PROFILE (BACK OF WALK)

CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesaldi.com

PERRY CITY CORP.
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

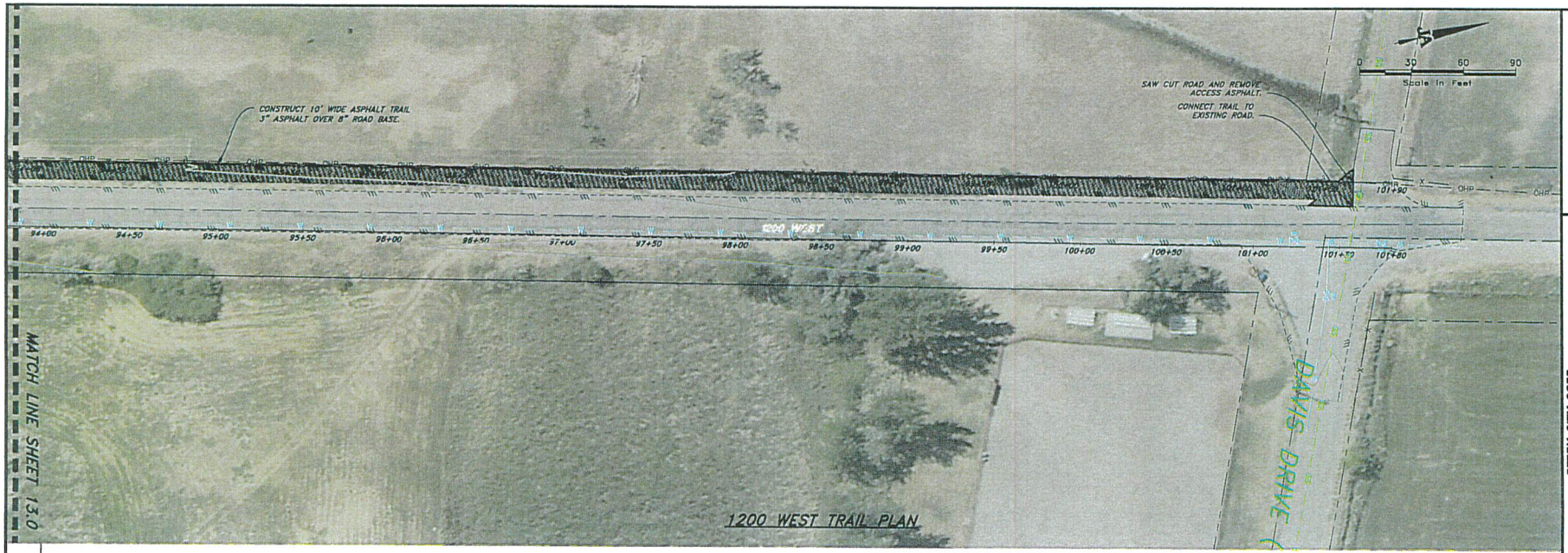
1200 WEST TRAIL
STA 85+50 TO 94+00

REV.	DATE	APPR.

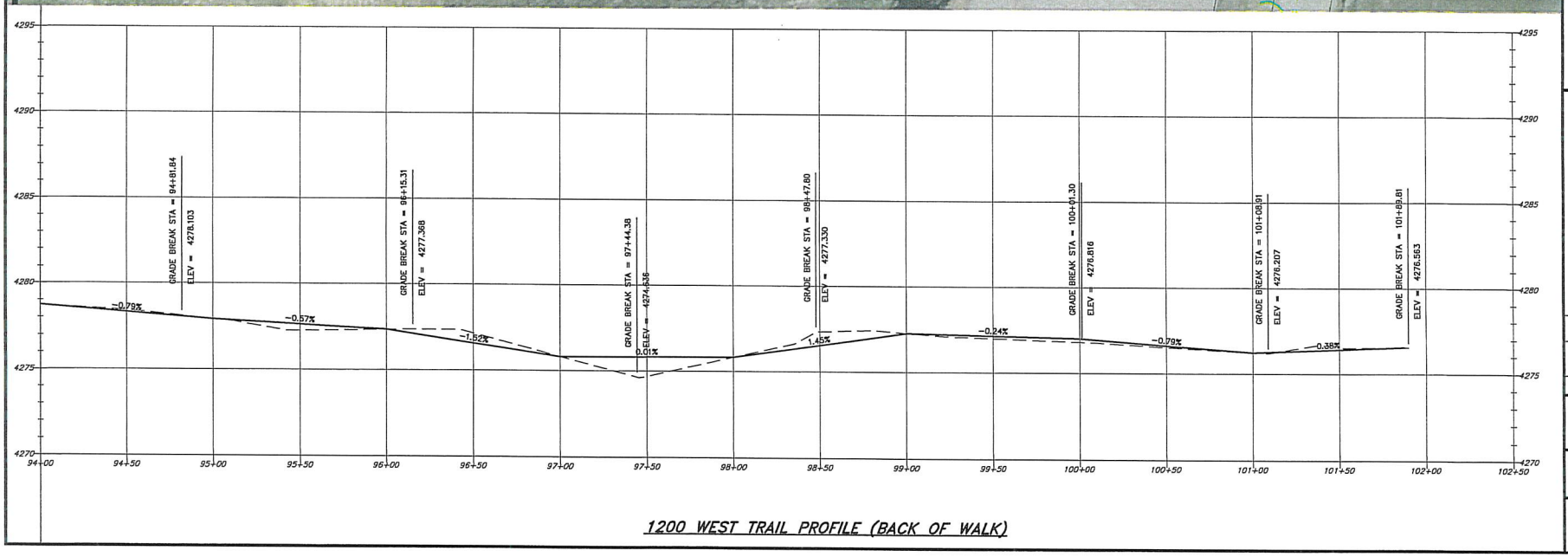
DESIGNED ----
DRAWN ----
CHECKED ----

SCALE:
22"x34" H:1"=40' V:1"=4'
11"x17" H:1"=80' V:1"=8'

SHEET: 13 OF — SHEETS



1200 WEST TRAIL PLAN



1200 WEST TRAIL PROFILE (BACK OF WALK)

CONSULTING ENGINEERS
JA JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesut.com

PERRY CITY CORP.
1200 WEST TRAIL (2250 NORTH TO 3000 SOUTH)

1200 WEST TRAIL
STA 85+50 TO 94+00

REV.	DATE	APPR.

SCALE: 22"x34" H:1"=40' V:1"=8' | 11"x17" H:1"=80' V:1"=4'
DESIGNED ----- DRAWN ----- CHECKED -----

SHEET: 14 OF ---- SHEETS

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Vi Miller, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements
- **Light Rail Center Truck Axles and Frames**

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Utah's Public Transit District Act requires all contracts valued at $200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:
- ***Bi-Level Commuter Rail Vehicles.*** This is a procurement to purchase four (4) Center truck frames, and twelve (12) Center truck axles for the Siemens S70 light rail vehicles. Two of the center truck frames, and the corresponding 8 axles are being purchased to increase the number of parts cores in the rebuild rotation as lead-times to rebuild the axles has increased significantly in the past year. The other frames and axles are to replace cores that are damaged or worn out and no longer able to be rebuilt. Budget for this purchase is included in the Fleet Sustainability program budget, and the procurement will be conducted as an IFB, where award will be given to the lowest cost vendor. *(Req. 322842)*

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Cherryl Beveridge, Chief Operating Officer
PRESENTER(S):	Cherryl Beveridge, Chief Operating Officer Ryan Taylor, GM Special Services

TITLE:

Fare Agreement: Transportation Services Contract Amendment 2 (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute Amendment No. 2 to the State of Utah Department of Health and Human Services / Division of Services for People with Disabilities contract to extend the term until September 30, 2023 and increase rates for trip reimbursement.

BACKGROUND:
UTA has a long-standing agreement with the Division of Services for People with Disabilities under the State of Utah Dept of Health and Human Services to provide paratransit trips for eligible DSPD riders with eligible trip purposes. These trips are reimbursed to UTA at a negotiated rate with federal Medicaid funding. UTA pays the local "seed" amount (equivalent to local matching funds). The existing contract with DHS/DSPD was approved by the board on July 10, 2019. No state funds are included in this agreement.

DISCUSSION:
This existing agreement expired on June 30th. This request is to extend the agreement until September 30, 2023. This contract extension will allow continued service for DSPD riders with a modest increase in UTA revenue while allowing time for UTA to continue negotiations for much larger rate as proposed in 2020.

Contract revenue is based on utilization.

CONTRACT SUMMARY:

Contractor Name:	State of Utah Department of Health and Human Services/Division of Services for People with Disabilities (DSPD)
Contract Number:	A02767
Base Contract Effective Dates:	July 1, 2019 - June 30, 2023
Extended Contract Dates:	July 1, 2023 - September 30, 2023
Existing Contract Value:	Est: $6,351,092
Amendment Amount:	Est: $611,383 (avg last 3 months x 3 +10% - seed 32%)
New/Total Contract Value:	Est: $6,962,475
Procurement Method:	N/A
Budget Authority:	2023 Operational Revenue Budget

ALTERNATIVES:

Not extend the contract. This would have a severe negative impact on the community including those who have disabilities, caregivers and support programs. Not recommended.

FISCAL IMPACT:

Estimated 10% increase in DSPD revenue.

ATTACHMENTS:

-
- State of Utah Department of Health and Human Services
  Contract Amendment No. 2

STATE OF UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACT AMENDMENT

Log # 43134 **Contract #** A02767 **Amendment #** 2

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah Department of Health and Human Services, which includes the Division of Services for People with Disabilities, and Utah Transit Authority.

PURPOSE OF AMENDMENT: To extend the contract and increase the payment rates.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Change Part 1, Section A.2.a. to read: *"Contract Period: This Contract is effective as of July 1, 2019 and terminates on **September 30, 2023**, unless terminated sooner in accordance with the terms and conditions of this Contract."*

Change the Payment Rate table in Part III, Section B to read:

Service Name	Service Code	Unit of Service	Rate
Paratransit Daily Fare	UTP	Daily	**$25.11**
Adult Monthly Pass	UTA	Monthly Pass	**$132.81**
Paratransit Trip Fare	UTA	Trip Ticket	**$5.33**
Route Deviation	UTD	Trip Ticket	**$1.59**
Trip + Route Deviation	UTF	Trip Ticket	**$6.93**

EFFECTIVE DATE OF AMENDMENT: 7/01/2023

All other conditions and terms in the original contract and previous amendments remain the same.

The parties sign and cause this amendment to be executed. This amendment is not fully executed until the State of Utah Approving Authorities have signed this amendment.

Utah Transit Authority

By: _____

Name: Date

Title:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Tracy S. Gruber Date

Executive Director

Michael L Bell Digitally signed by Michael L Bell
Date: 2023.07.20 09:30:17 -06'00'

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Fare Strategy

TITLE:

Fare Agreement: Pass Purchase and Administration Agreement Modification No. 3 (Westminster University)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute Modification No. 3 to the Westminster Pass Purchase and Administration Agreement (Contract 20-F0129)

BACKGROUND:
UTA and Westminster College are longstanding partners dedicated to providing transit access to the institution's students, faculty and staff. In 2020, the school entered a Pass Purchase and Administration Agreement (Agreement) with UTA, wherein Westminster pays for each trip taken by authorized users on UTA services, and UTA gives Westminster a 25% discount off the public fare. Authorized users included the school's students, faculty, and staff with an active student ID. Westminster and UTA have continued to partner together to provide the school with transit passes by extending the original agreement through contract modifications.

Most recently, for the 2022-23 school year, Westminster entered modification number two (2) which was approved by the UTA board of trustees last July and extended the agreement for one additional year through July 31, 2023.

DISCUSSION:
Staff recommends extending this contract for one (1) additional year through July 2024. The updated contract term will be August 1, 2023 through July 31, 2024. All other terms of the contract will remain the same.

CONTRACT SUMMARY:

Contractor Name:	Westminster University
Contract Number:	20-F0129-3
Base Contract Effective Dates:	August 1, 2020 - July 31, 2023
Extended Contract Dates:	August 1, 2020 - July 31, 2024
Existing Contract Value:	$46,500
Amendment Amount:	$18,000 Estimated using historical ridership and revenue.
New/Total Contract Value:	$64,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

1. Not approve the amendment and renegotiate a new contract price and term

2. Not approve the amendment and forgo revenue

FISCAL IMPACT:

Estimated $18,000 in revenue.

ATTACHMENTS:

Contract Modification No. 3

DocuSign Envelope ID: 988CC61F-7D05-45FC-9519-F1CD2A441621

Modification No. 3
to
WESTMINSTER UNIVERSITY
(Formerly known as Westminster College)
PASS PURCHASE AND ADMINISTRATION
AGREEMENT
(Trip-Based Discount)

This agreement is Modification No. 3 to the Pass Purchase and Administration Agreement (the Agreement") entered on August 1, 2020, by and between **Westminster University (formerly known as Westminster College),** a body politic and corporate of the State of Utah **("Westminster")** and **Utah Transit Authority,** a large public transit district organized under the laws of the State of Utah **("UTA").** The effective date of this Modification No. 3 shall be August 1, 2023.

For good and valuable consideration, Westminster and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Agreement between Westminster and UTA entered as of August 1, 2020 (UTA Contract No. 20-F0129). The Parties desire to extend the Agreement for an additional year, through Modification No. 3, through July 31, 2024 ("Renewal Period").

Background: The term of the initial Agreement, which commenced on August 1, 2020, and was extended by reason of Modification No. 1 on August 1, 2021, and Modification No. 2 on August 1, 2022. Modification No. 2 is due to expire on July 31, 2023. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA-issued EFC Pass as valid fare media under the terms of the Agreement (section 4). The Parties now desire to extend the Agreement for an additional year through July 31, 2024.

Payment: Westminster shall pay UTA the amount pursuant to the current billing terms laid out in section 7 of the Agreement, for the Renewal Period.

Summary of Adjustment: The Parties hereby extend the Agreement that is set to expire on July 31, 2023, for one additional year to cover the 2023 & 2024 academic calendar year. This one-year extension will begin on August 1, 2023, and expire on July 31, 2024. Authorized Users and Trip Based Discounts will hold at 2021- 2022 levels, respectively.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification.

DocuSign Envelope ID: 988CC61F-7D05-45FC-9519-F1CD2A441621

IN WITNESS WHEREOF, the parties have executed this Modification No. 3 as of the effective date shown above.

WESTMINSTER UNIVERSITY

By: DocuSigned by: Debra L. Glenn 9E3BC3A1F9864F4... Date: 6/27/2023

Name: Debra L. Glenn

Title: VP of Finance and Administration/CFO

UTAH TRANSIT AUTHORITY

By:_____ Date:_____

Name:

Title:

By:_____ Date:_____

Name:_____

Title:_____

Approved As To Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 6/21/2023

Name: Mike Bell

Title: Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager of Fare Strategy

TITLE:

Fare Agreement: Pass Purchase and Administration Agreement Modification No. 2 (Davis Technical College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute Modification No. 2 to the Davis Technical College Trip Based Education Pass Purchase and Administration Agreement

BACKGROUND:
UTA and Davis Technical College (Davis Tech) are longstanding partners dedicated to providing access to transit for the institution's students, faculty, and staff. For the 2022-23 school year, Davis Tech renewed their Pass Purchase and Administration Agreement with UTA contract modification 21-F0205-1, which was approved by the board on July 27, 2022.

Through the agreement, Davis Tech pays for each trip taken by its authorized users on UTA services and UTA gives Davis Tech a twenty-five (25) percent discount on the public fare. Authorized users include enrolled students and faculty and staff. Davis Tech utilizes a UTA printed pass that is valid for use on all UTA services except for Paratransit, Salt Lake-PC Connect and Ski Services.

The current Modification No. 1 will expire on July 31, 2023.

DISCUSSION:
In the spirit of partnership, UTA and Davis Tech wish to extend the current contract for one additional year through contract Modification No. 2 . The new contract term will be August 1, 2023 through July 31, 2024. All other terms of the contract, including the discount of twenty-five percent will remain the same.

CONTRACT SUMMARY:

Contractor Name:	Davis Technical College
Contract Number:	21-F0205-2
Base Contract Effective Dates:	August 1, 2021, through July 31, 2023
Extended Contract Dates:	August 1, 2023, through July 31, 2024
Existing Contract Value:	$59,000
Amendment Amount:	$32,000
New/Total Contract Value:	$91,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

1. Not approve the modification and renegotiate a new contract price and term.
2. Not approve the modification and forgo associated revenue.

FISCAL IMPACT:

Estimated thirty-two thousand ($32,000) in revenue August 2023 - July 2024. Revenue was estimated using historical ridership and revenue.

ATTACHMENTS:

Contract Modification No.2

DocuSign Envelope ID: 0A58FF35-F3A7-4546-BE8D-4611BC6E48A0

Modification No. 2
to
Davis Technical College
PASS PURCHASE AND ADMINISTRATION AGREEMENT
(Trip-Based Discount)

This agreement is Modification No. 2 to the Pass Purchase and Administration Agreement Modification No. 1 entered on August 1, 2022, by and between **Davis Technical College,** a body politic and corporate of the State of Utah ("**DTC**") and **Utah Transit Authority,** a public transit district ("**UTA**"). The effective date of this Modification No. 2 shall be August 1, 2023

For good and valuable consideration, DTC and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Modification No. 1 between DTC, and UTA entered as of August 1, 2022 (UTA Contract No. 21-F0205-1). The Parties desire to extend the Agreement for an additional year, through Modification No. 2, through July 31, 2024.

Background: The term of the initial Agreement commenced on August 1, 2021, and was renewed through Modification No. 1 on August 1, 2022. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA-issued EFC Pass as valid fare media under the terms of the Agreement (section 4). DTC shall pay UTA the amount under the current billing terms laid out in section 7.

The Parties now desire to extend the Agreement for an additional year through July 31, 2024.

Summary of Adjustment: The Parties hereby extend the Agreement that is set to expire on July 31, 2023, for one additional year to cover the 2023-2024 academic calendar year. This one-year extension will begin on August 1, 2023, and expire on July 31, 2024. Authorized Users and Trip Based Discount will hold at current 2022-2023 levels, respectively.

All other terms and conditions of the Agreement are unaffected by this Modification No. 2 and remain in full force and effect.

DocuSign Envelope ID: 0A58FF35-F3A7-4546-BE8D-4611BC6E48A0

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date of last signature below.

ENTITY Davis Technical College

By: DocuSigned by: Kelly Simerick 17B973D568C442D... Date: 7/3/2023

Name: Kelly Simerick

Title: Vice President for Student Services

UTAH TRANSIT AUTHORITY

By:_____ Date:_____

By:_____ Date:_____

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 6/29/2023

Michael Bell
Assistant Attorney General
Counsel for UTA

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager of Fares Strategy
	Jay Haight, Sr. Sales Representative

TITLE:

Fare Agreement: Education Pass Agreement Modification No. 1 (Ensign College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Modification No. 1 to the Ensign College Ed Pass Agreement which extends their agreement for 5 months for a value of $31,250.

BACKGROUND:
Ensign College (Ensign) and Utah Transit Authority (UTA) have historically partnered to offer a transit pass benefit to their students, faculty, and staff. On July 27, 2022, the UTA board approved contract 22-F0294 with the college that provided 3,300 authorized users with an unlimited premium pass, and the value of the contract was $75,000. The current contract is set to expire on July 31, 2023.

At the time of this approval, Ensign was informed that the value of their contract would increase for upcoming school years. Over the past six (6) months, Ensign and the UTA Fares team collaborated to discuss renewal of the institution's Ed Pass Agreement. Within the discussions, Ensign shared that their fiscal calendar is January - December and requested that their Ed Pass Agreement be adjusted accordingly. In addition, and in the spirit of partnership, Ensign requested and UTA agreed to extend their current contract rate for five (5) more months through December 31, 2023. For calendar year 2024, the school will enter a new agreement with UTA and the Fares team will bring the contract for board approval prior to the new contract's commencement on January 1, 2024.

The value of the five (5) months extension is $31,250 and is based on Ensign's 2022-23 contract. This was calculated as follows:

	2022-23 Contract Value	$75,000
÷	Months in Contract	12
	Value per Month	$ 6,250
X	Months in Contract Extension	5
	New Value	$31,250

DISCUSSION:
In the spirit of partnership, Ensign College and UTA will sign a five-month Education Pass Agreement through December 31, 2023. This agreement will give students, faculty, and staff access to a premium transit pass through their respective ID cards. The value of this contract is $31,250, and the total number of authorized users is 3,300.

CONTRACT SUMMARY:

Contractor Name:	Ensign College
Contract Number:	22-F0294-1
Base Contract Effective Dates:	August 1, 2022, through July 31, 2023
Extended Contract Dates:	August 1, 2023, through December 31, 2023
Existing Contract Value:	$75,000
Amendment Amount:	$31,250
New/Total Contract Value:	$106,250
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:
1. Not approve the modification and renegotiate a new contract price and term
2. Not approve the modification and forgo revenue

FISCAL IMPACT:
$31,250 in revenue for the term of this modification

ATTACHMENTS:
Contract Modification 1

DocuSign Envelope ID: 2FCC4764-9579-4D9C-92A1-63239360C1BE

UTA Contract number: 22-F0294-1

Modification No. 1
to
ENSIGN COLLEGE
ED PASS AGREEMENT

This agreement is Modification No. 1 to the Ed Pass Agreement entered on August 1, 2023, by and between **Ensign College**, a body politic and corporate of the State of Utah ("**Ensign**") and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah ("**UTA**"). The effective date of this Modification No. 1 shall be August 1, 2023.

For good and valuable consideration, Ensign and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Ed Pass Agreement between Ensign and UTA entered as of August 1, 2022 (UTA Contract No. 22-F0294). The Parties desire to extend the Ed Pass Agreement through December 31, 2023.

Background: The term of the initial Ed Pass Agreement commenced on August 1, 2022 and is due to expire on July 31, 2023. The Ed Pass Agreement allows up to 3,300 Authorized Users (students, staff, & faculty) to use their electronic UTA issued pass as valid fare media under the terms of the Agreement (section 4). Ensign shall pay UTA the amount of $31,250 ("**Base Price**") under the current billing terms laid out in section 8.

The Parties now desire to extend the Ed Pass Agreement through December 31, 2023.

Summary of Adjustment: The Parties hereby extend the Ed Pass Agreement that is set to expire on July 31, 2023 for five (5) additional months. This extension will begin on August 1, 2023 and expire on December 31, 2023. Authorized Users and Base Price will hold at the current 3,300 users and the payment for the additional months will be $31,250.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification .

DocuSign Envelope ID: 2FCC4764-9579-4D9C-92A1-63239360C1BE

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

ENSIGN COLLEGE

By: DocuSigned by: Guy Hollingsworth@ensign.edu 4D0F1A1E061A441... '2023

Name: Guy Hollingsworth@ensign.edu

Title: Vice President of Student and Campus Services

UTAH TRANSIT AUTHORITY

By:_____ Date:_____

Name:

Title:

By:_____ Date:_____

Name:

Title:

Approved as to Form:

DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 6/28/2023

Assistant Attorney General

Counsel for UTA

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Fare Strategy

TITLE:

Fare Agreement: Funding for Salt Lake School District Passes (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute a Funding Agreement for Salt Lake School District Passes with the Salt Lake City Corporation

BACKGROUND:
The Salt Lake Education Foundation, Salt Lake School District, and Utah Transit Authority will enter into a one-year education pass agreement to provide local transit passes to all students, faculty, staff, and one parent or guardian per household for the upcoming 2023/24 school year. The details of the agreement can be found in contract no. 22-F0280-1.

The total value of the Education Pass Agreement is $493,209. Of the total, the District and the Foundation will pay $279,000 through contract 22-F0280-1. The remainder of the agreement ($214,209) will be subsidized through a funding agreement (23-F0355) with the Salt Lake City Corporation.

DISCUSSION:
UTA will enter into a Funding Agreement for Salt Lake School District Passes with Salt Lake City Corporation in the amount of $214,209.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	23-F0355
Base Contract Effective Dates:	August 1, 2023 through July 31, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$214,209
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not approve the funding agreement with Salt Lake City Corporation to subsidize passes for the Salt Lake School District, subsequently losing revenue and ridership

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FISCAL IMPACT:

Additional $114,000 in contract revenue as compared to previous 2022/23 school year.

ATTACHMENTS:

Funding Agreement

DocuSign Envelope ID: 8F764FB3-4C91-4769-97E3-DC2A9345F160

Funding Agreement
Salt Lake School District Education Pass (2023 – 2024 school year)

This **FUNDING AGREEMENT** is effective on the 1st day of August 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SALT LAKE CITY CORPORATION,** ("Sponsor").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor desires to subsidize transit fares pursuant to an Education Pass Agreement to be entered into between UTA, the Salt Lake School District, and the Salt Lake Education Foundation for the Salt Lake School District for the 2023-2024 school year (the "Education Pass Agreement"); and

WHEREAS both the Sponsor and UTA recognize the benefits of incentivizing public transit for the Salt Lake School Distract students, faculty, and employees by reducing congestion and improving the quality of air and the environment.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. The term of this agreement will begin August 1, 2023, and end on July 31, 2024.

2. In order to subsidize the Education Pass Agreement between Salt Lake School District, The Salt Lake Education Foundation, and UTA, Sponsor agrees to pay the amount of $214,209 to UTA. This amount shall be due in two (2) installments. UTA shall invoice Sponsor for the first installment of $100,000 no later than August 1, 2023, and the second installment of $114,209 no later than February 1, 2024.

    a. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

    b. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

3. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in order to subsidize the Education Pass Agreement and does not otherwise impact UTA's operation of its transit system in any respect.

4. All notices shall be directed to the following addresses:

DocuSign Envelope ID: 8F764FB3-4C91-4769-97E3-DC2A9345F160

Sponsor: Salt Lake City Corporation
Attention: Julianne Sabula
349 South 200 East, Suite 150
PO Box 145502
Salt Lake City, Utah 84114-5502

UTA: Utah Transit Authority
Attention: Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101

5. Nothing in this Agreement will be interpreted to provide any contractual or other rights to third parties.

6. The parties are subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by UTA or Sponsor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with UTA or Sponsor, as case may be. Any materials for which UT A claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting UTA's claim of business confidentiality. Sponsor will make reasonable efforts to notify UTA of any requests made for disclosure of documents submitted under a claim of business confidentiality. UTA may, at UTA's sole expense, take any appropriate actions to prevent disclosure of such material. UTA specifically waives any claims against Sponsor related to disclosure of any materials required by GRAMA.

7. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

8. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

Name: Date
Title:

Name: Date
Title:

SPONSOR

Name: Date
Title:

UTA Legal Counsel

DocuSigned by:
Mike Bell 7/5/2023
70E33A415BA44F6...

Mike Bell Date
Assistant Attorney General

Attest and Countersign

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Fare Strategy

TITLE:

Fare Agreement: Education Pass Agreement Modification No. 1 (Salt Lake School District and Salt Lake Education Foundation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute Education Pass Agreement Modification One (1) with the Salt Lake School District and Salt Lake Education Foundation.

BACKGROUND:
On July 12, 2023, the Fares Team lead a discussion with the UTA Board of Trustees on the Authority's partnership with the Salt Lake School District and Education Foundation (District and Foundation), and the City of Salt Lake, wherein students, faculty, and staff receive a regular transit pass for unlimited use on the UTA system (24,400 authorized users). The total value of the agreement, which was approved by the board on July 13, 2022, is $379,000: the District and Foundation's portion is $279,000 (22-F0280) and the City of Salt Lake, through a funding agreement, is $100,000 (22-F0285). This agreement will expire on July 31, 2023.

In the spirit of partnership, UTA will extend the Education Pass Agreement (22-F0280) for one (1) additional year through July 31, 2024. The District and Foundation will increase their authorized users to include one pass per student household for use by a student's guardian, in addition to students, faculty, and staff. The total authorized users will be 36,000. The value of the District and Foundation's Ed Pass Agreement Modification 1 is $279,000 (22-F0280-1).

Note: The City of Salt Lake, through a funding agreement (23-F0355), will contribute an additional $214,209 to be used to provide transit passes to the district. This Funding Agreement will be presented to the Board of Trustees for approval.

DISCUSSION:
Staff proposes that UTA enter Education Pass Agreement Modification 1 with the Salt Lake City School District and Salt Lake Education Foundation.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake School District and Salt Lake Education Foundation
Contract Number:	22-F0280-1
Base Contract Effective Dates:	August 1, 2022 through July 31, 2023
Extended Contract Dates:	August 1, 2023 through July 31, 2024
Existing Contract Value:	$279,000
Amendment Amount:	$279,000
New/Total Contract Value:	$558,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:
Do not enter into an agreement with the district and forego revenue and ridership

FISCAL IMPACT:
$279,000 in additional revenue

ATTACHMENTS:
1. Contract Modification No. 1

DocuSign Envelope ID: D98C5549-70BD-4B8C-8826-BAEB72535053

First Amendment
Salt Lake School District
Education Pass Agreement

This First Amendment to the Education Pass Funding Agreement (this "**Amendment**") is entered into as of August 1, 2023 (the "**Amendment Effective Date**") by and between the Salt Lake School District, Salt Lake Education Foundation ("**Administrator**" or "**Primary Sponsor**") and Utah Transit Authority, a large public transit district organized under the laws of the State of Utah ("**UTA**"). Administrator and UTA are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrator and UTA agree as follows:

DEFINITIONS

1. The term "Authorized User" includes all students enrolled at Primary Sponsor's school, all faculty and staff employed by Primary Sponsors, and one parent or guardian per student household. Only Primary Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders")

TERMS AND CONDITIONS

2. TERM. The term of the Education Pass Funding Agreement dated July 18, 2022 ("Original Agreement") shall be extended for an additional one (1) year term beginning August 1, 2023, and shall continue in full force until July 31, 2024 ("Extended Term").

3. Authorized Users. The number of Passes provided under this Agreement shall be 36,000 which represents 100% of the Primary Sponsor's students enrolled in classes, 100% of faculty and staff employed by the Sponsors, and one pass per student household to be used by a student's parent or legal guardian. In the event the number of Authorized Users increases more than 10%, the Parties agree to renegotiate the financial terms of this contract.

4. The Administrator shall pay UTA $279,000 in accordance with Paragraph 8 of the Original Agreement.

5. All other terms and conditions of the Original Agreement shall remain unchanged.

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DocuSign Envelope ID: D98C5549-70BD-4B8C-8826-BAEB72535053

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

SALT LAKE SCHOOL DISTRICT

By: DocuSigned by: 21F776FCEBE044F... 7/6/2023
Date

Name: Alan Kearsley

Title: Business Administrator

SALT LAKE EDUCATION FOUNDATION

By: DocuSigned by: AC4C738DD812483... 7/5/2023
Date

Name: James Yapias

Title: Director

UTAH TRANSIT AUTHORITY

By _____
Date

Name:

Title:

By _____
Date

Name:

Title:

APPROVED AS TO FROM

By DocuSigned by: Mike Bell 70E33A415BA44F6... 7/6/2023
Date

Name: Mike Bell

Title: Utah Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Russ Fox, Director of Planning

TITLE:

Service Agreement: Complimentary Service for Brigham City Peach Days (Box Elder Chamber of Commerce)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve the complimentary service request for the Brigham City Peach Days and authorize execution of the Complimentary Service Agreement with the Box Elder Chamber of Commerce

BACKGROUND:
UTA, Brigham City, and Box Elder County have been longstanding partners. Since 2006, these partners have worked together to support transportation initiatives for the Brigham City Peach Days Event. Staff proposes that UTA continue to support Peach Days in 2023 by providing two (2) traditional shuttle routes. The Shuttles will provide transportation from the USU Brigham City Campus to the East and West sides of the event, as well as transport runners to the start line for the 10k race. 35,000 people are expected to attend this year's event. No fare revenue will be collected on these 2 shuttles.

UTA will also enter buses in the parade and car show.

DISCUSSION:
UTA recommends partnering with the Peach Day's event to provide complimentary service for the 2023 event as described above and authorizing execution of the Complimentary Service Agreement.

CONTRACT SUMMARY:

Contractor Name:	Box Elder Chamber of Commerce
Contract Number:	23-F0357
Base Contract Effective Dates:	Duration of Peach Days event September 6-9, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$0
Procurement Method:	NA
Budget Authority:	2023 Operating Budget

ALTERNATIVES:

Do not provide complimentary shuttle service and negotiate a separate contract.

FISCAL IMPACT:

The total value of service is estimated to be $8,105 and is detailed below:

PEACH DAYS HOURS AND MILES ESTIMATED 2023

HOURS	**COST PER HOUR**	**TOTAL COST**
60	$70.00	$4,200
MILES	**COST PER MILE**	**TOTAL COST**
710	$5.50	$3,905
		GRAND TOTAL
		$8,105

ATTACHMENTS:

Complimentary Bus Service Agreement

DocuSign Envelope ID: FE43CD01-32CA-4E1A-9593-997DBA631837

UTA COMPLIMENTARY BUS SERVICE AGREEMENT

Whereas Requesting Entity has requested that UTA provide complimentary bus service in support of its event described below; and

Whereas UTA is willing to provide the requested complimentary service as described below;

Whereas Requesting Entity is willing to accept responsibility for third-party claims associated with UTA's participation in this event;

Now therefore, the Parties agree as follows:

Terms Defined:

Requesting Entity: Box Elder Chamber of Commerce

Description of Event: Peach Days

Description of Service Requested: UTA will provide two (2) traditional shuttle service buses to transport passengers to and from the Bonneville Car Show and the Peach Days Festival. An additional bus will be provided to transport runners participating in the Peach Days 10K race.

Agreement:

1. UTA agrees to provide the complimentary service as described under "Description of Service" above.
2. Requesting Entity agrees that UTA shall maintain complete control of its busses including routing and operation of busses as well as the right to deny passage to belligerent, unruly or intoxicated passengers.
3. The Parties understand that the transit services being used under this Agreement are public transit services. As such users must comply with all UTA rider rules and rules governing the use of public transit services.
4. Requesting Entity agrees to hold UTA harmless and indemnify UTA from all 3rd party claims arising from UTA's provision of the requested complimentary service unless the injury or damage underlying the claim was caused by UTA or its employees.

Agreed to this 26th day of July 2023.

DocuSign Envelope ID: FE43CD01-32CA-4E1A-9593-997DBA631837

REQUESTING ENTITY

Name:

Title:

Date:

UTAH TRANSIT AUTHORITY

Name:

Title:

Date:

Name:

Title:

Date:

Approved as to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

7/6/2023

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/26/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jay Fox, Executive Director
PRESENTER(S):	Carlton Christensen, Chair of Board of Trustees

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session for discussion of collective bargaining.

BACKGROUND:
Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:
The purpose for this closed session is:

- Strategy session to discuss collective bargaining