Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 25, 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**	Jeff Acerson
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen

a. Approval of September 11, 2023 Board of Trustees Budget Work Session Minutes

b. Approval of September 12, 2023 Board of Trustees Budget Work Session Minutes

c. Approval of September 13, 2023 Board of Trustees Budget Work Session Minutes

d. Approval of September 20, 2023 Board of Trustees Budget Work Session Minutes

e. Approval of October 11, 2023 Board Meeting Minutes

f. Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Rocky Mountain Power)

g. Disbursement: Claim Settlement Approval (Tashjian Marvin Gardens, G & R Inc., and Becky Jorgensen)

h. Disbursement: Claim Settlement Approval (Heirs of Marilyn Chapman)

i. Disbursement: Claim Settlement Approval (Denner)

6. Reports

a.	Executive Director Report - UTA Commendations	Jay Fox
b.	Pension Committee Report	Jeff Acerson
c.	Financial Report - August 2023 (Capital Program)	Viola Miller Daniel Hofer Gregory Andrews

7. Discussion Item

a.	2024-2028 Five Year Capital Plan - October 2023 Draft	Viola Miller David Hancock Daniel Hofer

8. Resolutions

a.	R2023-10-04 - Resolution Adopting the Authority's Tentative 2024 Budget	Viola Miller
b.	R2023-10-05 - Resolution Renaming the Salt Lake City Frequent Transit Network Routes as "Go Routes"	G.J. LaBonty Katie Morrison
c.	R2023-10-06 - Resolution Approving the Third Amendment to the 2023-2027 Capital Plan	Viola Miller Daniel Hofer Gregory Andrews
d.	R2023-10-07 - Resolution Adopting the Authority's Third 2023 Capital Budget Amendment	Viola Miller Daniel Hofer Gregory Andrews

9. Contracts, Disbursements and Grants

a.	Contract: Daybreak Station Design Services Memorandum of Agreement (Larry H. Miller Real Estate, LLC)	David Hancock
b.	Contract: Cooperative Agreement for FrontRunner Strategic Double Track Project (UDOT)	David Hancock Janelle Robertson
c.	Contract: Riverside Bus Bay 9 Lift Replacement (Stertil-Koni USA, Inc.)	Kevin Anderson Guy Miner
d.	Contract: ADA Accessible Rolling Stock Purchase (Creative Bus Sales, Inc.)	Viola Miller Christy Allen

e.	Contract: Siemens S70 Center-Truck Axles Purchase (Jamaica Bearings Co.)	Todd Mills
f.	Contract: Employee Holiday Gift Card 2023 (Harmon City, Inc.)	Troy Bingham
g.	Contract: UTA White Fleet Vehicle Purchase Order (Various State Contracts)	Daniel Hofer Trice Batty
h.	Change Order: Forty Foot Bus Order Through Washington State Contract Assignment of Rights Modification No. 001 - Configuration Changes (Gillig, LLC)	Jesse Rogers

10. Service and Fare Approvals

a.	Fare Agreement: Transportation Services Contract Amendment 3 (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)	Cherryl Beveridge Ryan Taylor

11. Discussion Items

a.	UTA Standard Operating Procedure - OCM.01.01 Advertising Approval Procedure	Jay Fox

12. Other Business Chair Carlton Christensen

a. Budget Public Hearing- Wednesday, November 1, 2023 at 5:30 p.m..

b. Next Regular Board Meeting- Wednesday, November 8, 2023 at 9:00 a.m.

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_pFT7zPdpQzeht-CF_H2swg 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, October 24th 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:** 10/25/2023

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

TITLE:

Approval of September 11, 2023 Board of Trustees Budget Work Session Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the September 11, 2023 Board of Trustees Budget Work Session

BACKGROUND:
A Budget Work Session of the UTA Board of Trustees was held in person on Monday, September 11, 2023 at 11:00 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/856817.html> and the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-09-11_BOT_Budget Work Session_Minutes_UNAPPROVED

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Monday, September 11, 2023 **11:00 AM** **FrontLines Headquarters**

Budget Work Session

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also in attendance were UTA staff members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 11:09 a.m. He announced this is an in-person meeting with audio recording and no live video stream. A full audio recording will be made available within three days.

2. Safety First Minute

Felila Toleafoa - UTA Executive Assistant to Executive Director, delivered a brief safety message.

3. Discussion Items

a. 2024 Budget Overview

Presenters: Jay Fox, UTA Executive Director and Viola Miller, UTA Chief Financial Officer.

Mr. Fox outlined the agenda for the budget work session. He summarized some of the agency's 2023 key highlights and accomplishments with an accompanying video.

Mr. Fox talked about the direction of the agency for 2024, the key initiatives, and how these have been aligned with the agency's strategic plan and priorities. He referred to a number of initiatives for the 2024 budget and proposed new positions be added to provide the necessary support and resources needed by each department.

Mr. Fox turned the time over to Viola Miller, UTA Chief Financial Officer, to talk about the 2024 budget request process and the needs of each department. She mentioned each department will outline their budgets during the course of the presentation.

Ms. Miller reemphasized Mr. Fox's comment regarding the budget process aligning with initiatives centered around the strategic plan priorities in addition to systems improvement and resource needs to meet the needs of the agency.

Ms. Miller's presentation included a summary of the 2024 agency requests, operating expenses and revenues, and graphs highlighting diesel price trends and sales tax growth. A 2024 tentative budget overview provided with comparisons of the 2023 budget and proposed 2024 budget was presented. This included the operating budget with expenses by mode, office, category, FTE, and a final summary of the proposed 2024 operating budget changes.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics included:

- Funding sources (capital versus operational costs)
- Diesel prices and energy costs
- Parts and supply chain issues
- Options on fuel hedging
- Sales Tax growth
- Employee headcount versus FTE

Recommendations and requests from the Trustees relating to the 2024 Budget Overview are as follows:

- Research into the possibility of Fuel hedging.
- FTE versus headcount. Number of employees the agency has.
- Report on why operations shows a 24.5 reduction in FTE in 2024.
- Further details on the 2023 one-time expenses and 2023 carry forward items

A recess was called at 12:09 p.m. with the meeting reconvening at 12:19 p.m.

b. Chief Capital Services Officer Budget

Presenters: Mary DeLoretto, UTA Chief Advisor to the Executive Director; Dave Hancock, UTA Chief Capital Services Officer; Dan Hofer, UTA Director - Capital Assets & Project Controls; Jared Scarbrough, UTA Director of Capital Construction; Paul Drake, UTA Director of Real Estate & TOD.

Ms. DeLoretto opened the presentation on the Capital Services Officer Budget and summarized Delivery on 2023 Commitments. Other members of the Capital Services team provided project information and associated budgets on their areas of expertise. The presentations included delivery on 2023 commitments, 2024 base budget services, capital services program analysis, 2024 strategic alignment activities, capital investments, and the 2024 proposed operating budgets for each department.

Discussions ensued and several questions were posed by the board and answered by staff. Topics of inquiry included:

- Fleet Management Plan (FMAP) for Non-Revenue Vehicles.
- Procurement of Revenue Vehicles in relation to the UDOT partnership.
- Station Area Plans - coordination, compliance, assistance.
- Central HQ Building - operational plan during an emergency event.
- Opportunities for synergy with long-term projects.
- Bus stop cost efficiencies.
- Capital construction, development, and centralized maintenance.
- Utility cost increases.
- Various project questions and clarifications.

Recommendations and requests from the Trustees relating to the 2024 Capital Services Officer Budget Review included:

- Station Area Plans - which cities need assistance from the MPOs with their plans.
- Explanation of Utilities increase in 2024.

A recess was called at 1:20 p.m. with the meeting reconvening at 1:30 p.m.

c. Chief Planning and Engagement Officer Budget

Presenters: Nichol Bourdeaux, UTA Chief Planning & Engagement Officer; Megan Waters, UTA Community Engagement Director; Cindy Medford, UTA Manager of Customer Service; Hal Johnson, UTA Acting Director - Innovative Mobility Solutions; Russ Fox, UTA Director of Planning.

Ms. Bourdeaux introduced herself and the members of her team who will be presenting the Planning and Engagement 2024 budget. She summarized delivery on 2023 commitments and referenced a dashboard created by the Planning & Engagement team which aligns with the strategic initiatives and targets for the department. This dashboard is available to the public.

Mr. Russ Fox referenced increased ridership and stated In June 2023, ridership numbers on fixed bus routes surpassed 2019 ridership. Discussion ensued including identifying trends, high ridership areas, capacity levels, and how UTA can meet the increased demand. Chair Christensen requested this be a topic at a future board meeting.

Ms. Bourdeaux reviewed the 2024 Base Budget Services which included a breakdown of estimated miles and hours per mode for August 2024 change day and an annual delta highlighting the increase between 2023 and 2024. This identified the need for an additional 87 full-time operators to achieve the proposed increased service for August 2024 change day as part of the Five-Year Service Plan (5YSP).

Discussion ensued on the likelihood of obtaining the required number of operators to

meet the goals set in the 5YSP and proposed service changes for 2024 August change day. Prioritization of services including restoration of suspended services, ski service, increased frequency, new alignments, in addition to Title VI considerations, were discussed. The ability to meet these needs and priorities is dependent upon the hiring of operators.

Ms. Bourdeaux shared the 2024 Holiday Schedule and the planned services to be provided by mode during these holidays in addition to a 2024 community events schedule.

A Program Analysis identifying strengths, needs, opportunities, and challenges for the Planning and Engagement Team was presented by Ms. Bourdeaux. Additional information was provided on 2024 Strategic Alignment Activities and expected outcomes, expenses by department and category, and a summary of the overall 2024 proposed operating budget and FTEs and headcount changes.

Presentations and budgets for each area of the Planning and Engagement Office including Customer Experience, Mobility Services, Service Planning, and Strategic Planning were presented by Community Engagement staff.

Discussions ensued with several questions posed by the board and answered by staff. Topics of inquiry included:

- Workforce challenges and their impact on the 5YSP and August 2024 change day.
- Integration of the new fares system within the Transit App.
- Stakeholder message: “the Value of Transit” - highlighting the economic impact of transit.
- Electrification and rate schedules with Rocky Mountain Power and other municipal power providers.
- Transit Connection program (Rider Ambassadors), and collaboration and coordination with local cities and community agencies on services and resources.
- Implementation plan for Wayfinding.

Recommendations and requests from the Trustees relating to the Planning and Engagement Budget included:

- Add increased ridership as an agenda item at a future board meeting.
- Provide a plan including timeline for the integration of the new fares system within the Transit App.
- Provide a timeline for the Paratransit study with the University of Utah.

d. Executive Director Budget

Presenters: Jay Fox, UTA Executive Director; David Wilkins, Assistant Attorney General; Sheldon Shaw, UTA Director of Safety & Security.

Executive Director

Mr. Fox started his presentation by sharing delivery of projects and services against 2023 commitments. His highlight of the year was the NBA All-Star Week which he described as a magical experience for all involved. Another key focus area in 2023 was strategic planning and the mission-driven culture "One UTA."

Mr. Fox's presentation included 2023 commitments in process, 2024 base budget services, program analysis, 2024 strategic alignment activities, and 2024 proposed operating budgets.

Mr. Fox turned the time over to Mr. Wilkins, to present the Legal Services budget.

Legal Services

Mr. Wilkins addressed a question posed earlier in the meeting regarding fuel hedging. He noted some time ago the Board authorized the finance department to review fuel hedging options. The model determined previously was considered to be in violation of the State Money Management Act. That determination was further supported by the State Treasurer and their legal counsel.

Mr. Wilkins pointed out, since UTA is a sub-division of the state government, it is ineligible to be on the GSA contract. Chair Christensen asked if other options could be explored for fuel pricing and if the treasurer can provide some guidance. He suggested that UTA consider looking into a legislative solution.

Mr. Wilkins presented his 2024 proposed operating budget to the Board. The proposed budget represents a 2.6 percent decrease from 2023 due to less money being spent on outside legal counsel. He said the majority of UTA's legal work can be handled in the Attorney General's office which presents a cost savings.

Discussions ensued and several questions were posed by the board and answered by staff. Topics of inquiry included:

- Fuel hedging.
- Tort Litigation performance metrics.
- In-house legal services versus outside counsel.

Safety and Security

Mr. Shaw presented his 2024 safety and security budget. He provided details on 2023 deliverables, base budget services, and the 2024 proposed operating budget. He mentioned the addition of two new FTE positions (video technicians) in his department this year.

Discussion ensued and several questions were posed by the board and answered by staff. Topics of inquiry included:

- Hearing conservation program.
- Employee safety education.
- Hepatitis B safety immunization program.

Recommendations and requests from the Trustees relating to the Executive Director Budget included:

- Follow up on alternative options for fuel hedging.
- A financial breakdown of the “services” category under the legal services budget including the amount paid to the Attorney General’s Office for legal services.

Ms. Miller provided some clarification on budget items and accounting changes from her introductory presentation which will be detailed in the agency's final budget. These items include:

- Movement of non-revenue vehicles consolidation.
- Transfers between chief officer budgets.
- Changes and accounting for interns.
- A central capital contingency budget.

4. Other Business

a. Next Meeting: Budget Work Session - Tuesday, September 12, 2023 at 9:00 a.m.

5. Adjourn

The meeting adjourned at 3:55 p.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 or audio located at https://www.utah.gov/pmn/sitemap/notice/856817.html for entire content. Meeting materials are also accessible at https://rideuta.com/Board-of-Trustees/Meetings.

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

Approved Date:

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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:** 10/25/2023

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

TITLE:

Approval of September 12, 2023 Board of Trustees Budget Work Session Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the September 12, 2023 Board of Trustees Budget Work Session

BACKGROUND:
A Budget Work Session of the UTA Board of Trustees was held in person on Tuesday, September 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/856821.html> and the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-09-12_BOT_Budget Work Session_Minutes_UNAPPROVED

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Tuesday, September 12, 2023 9:00 AM FrontLines Headquarters

Budget Work Session

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:04 a.m.

2. Safety First Minute

Greg Andrews, UTA Senior Financial Analyst, delivered a brief safety message.

3. Discussion Items

a. Chief Operating Officer Budget

Chief Operating Officer Budget - Comprehensive Overview
Cherryl Beveridge, UTA Chief Operating Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, and Jaron Robertson, UTA Acting Light Rail General Manager.

Ms. Beveridge reviewed 2023 commitments completed and commitments in process. She then provided information on 2024 base budget services and discussed an analysis of the operations office (strengths, needs, opportunities, and challenges). Ms. Beveridge spoke about common themes in key initiatives and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by business unit and category. She concluded by discussing recommended 2024 capital investments in operations.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Retrofitting protective barriers for operators on buses
- Operations and maintenance software
- Parts availability

- Electric bus spare ratios
- Training capacity and limitations
- UTA supervisor redesign
- Budgeted fuel and power costs
- Facilities demolitions (FrontLines Headquarters) and additions (Meadowbrook trailer)
- Fleet sustainability

The board requested context and completion timelines on capital improvements.

Chief Operating Office
Ms. Beveridge reviewed 2023 commitments completed and commitments in process. She spoke about common themes in key initiatives and strategic alignment activities, and outlined the proposed 2024 chief operating office budget, including expenses by department and category.

Discussion ensued. A question on managing employee feedback was posed by the board and answered by Ms. Beveridge.

Public Safety and Transit Communications Center Budget
Ms. Beveridge was joined by Dalan Taylor, UTA Chief of Police & Public Safety Manager, and Bryan Sawyer, UTA Director of Fleet Engineering.

Chief Taylor reviewed the proposed 2024 public safety and transit communications center budget.

Discussion ensued. Questions on staffing challenges and police fleet management were posed by the board and answered by Chief Taylor.

Chair Christensen suggested budgeting for a higher number of full-time employees (FTEs) in the police function to create flexibility to allow for officer certification training, with an acknowledgement the budgeted headcount is greater than what is actually needed.

Fleet Engineering Budget
Mr. Sawyer reviewed the proposed 2024 fleet engineering budget.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Fleet engineering staff office locations
- Fleet reserve ratios
- Electric fleet challenges
- Vehicle repairs

Ms. Beveridge concluded the chief operating office budget presentation by reviewing 2024 operating budget changes.

Timpanogos Business Unit
Ms. Beveridge was joined by Mary DeLaMare-Schaefer, Regional General Manager - Timpanogos Business Unit.

Ms. DeLaMare-Schaefer reviewed information for her business unit, including 2023 commitments completed and commitments in process. She then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Ms. DeLaMare-Schaefer concluded by discussing the business unit's 2024 operating budget changes and headcount.

Mt. Ogden Business Unit
Ms. Beveridge was joined by Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, and Andres Colman, UTA Regional General Manager - Salt Lake Business Unit.

Ms. Glenn reviewed information for her business unit, including 2023 commitments completed and commitments in process. She then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Ms. Glenn concluded by discussing the business unit's 2024 operating budget changes and headcount.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- OGX ridership projections
- Electric bus reliability
- Change day open house
- Operator headcount
- Recruiting efforts
- Extra board working condition improvements
- Trolley service ridership

Salt Lake Business Unit
Ms. Beveridge was joined by Mr. Colman.

Mr. Colman reviewed information for his business unit, including 2023 commitments completed and commitments in process. He then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Mr. Colman concluded by discussing the business unit's 2024 operating budget changes and

headcount. (Mr. Colman noted an error in the meeting presentation for the Salt Lake bus 2024 base budget services: service hours should be 818,601 and service miles should be 9,744,032.)

Discussion ensued. Questions on operator protective barriers (philosophy and cost) and budgeted fuel/power costs were posed by the board and answered by Mr. Colman.

The board requested more information on routes with high incidences of aggression against operators.

Light Rail Business Unit
Ms. Beveridge was joined by Mr. Robertson.

Mr. Robertson reviewed information for his business unit, including 2023 commitments completed and commitments in process. He then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Mr. Robertson concluded by discussing the business unit's 2024 operating budget changes and headcount.

Discussion ensued. Several questions were posed by the board and answered by Mr. Robertson. Topics of inquiry included:

- Operator staffing challenges
- WiFi availability on TRAX
- A-level mechanic advancements
- FTE "loans" to other offices/departments (including time limitations)

Chair Christensen requested more information on the capacity for adding WiFi access on TRAX.

Commuter Rail Business Unit
Ms. Beveridge was joined by James Cragun, UTA Acting Manager of Commuter Rail Operations, and Ben Adams, UTA Manager of Commuter Rail Vehicle Maintenance.

Staff reviewed information for business unit, including 2023 commitments completed and commitments in process. They then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Staff concluded by discussing the business unit's 2024 operating budget changes and headcount. (Staff noted the fuel increases number on the 2024 operating budget changes summary slide is incorrect.)

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Employee engagement survey results
- Fuel efficiency
- Locomotive rehabilitation progress
- Seasonal weather impacts on the system
- Peak capacity
- Seat replacement progress

The board requested additional information on commuter rail capacity statistics and associated definitions, which Jay Fox, UTA Executive Director, provided later in the meeting.

Trustee Holbrook requested a discussion on customer experience initiatives in a future board meeting.

Special Service Business Unit
Ms. Beveridge was joined by Ryan Taylor, UTA Special Services General Manager.

Mr. Taylor reviewed information for his business unit, including 2023 commitments completed and commitments in process. He then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Mr. Taylor concluded by discussing the business unit's 2024 operating budget changes and headcount.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Contracted services and the possibility of bringing them "in house"
- Paratransit Forward study timeline
- Digitization of key processes
- Accessibility options (phone vs. electronic)
- Contracted vehicle maintenance

Chair Christensen suggested an analysis on Paratransit vehicle maintenance costs.

The meeting recessed at 10:33 a.m. during the chief operating office budget presentation and reconvened at 10:40 a.m., at which point the chief operating office budget presentation resumed.

Maintenance/Asset Management
Ms. Beveridge left the meeting at 12:29 p.m., and asked Mr. Colman to stand in as her replacement. Mr. Colman was joined by Kevin Anderson, UTA Director of Maintenance Support.

Mr. Anderson reviewed information for his department, including 2023 commitments completed and commitments in process. He then provided information on 2024 base budget services and strategic alignment activities, and outlined the proposed 2024 operating budget, including expenses by department and category. Mr. Anderson concluded by discussing the department's 2024 operating budget changes and headcount.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Community partnerships with local trade schools (e.g., Salt Lake Community College)
- Number of stations in the system
- Asset lifespan tracking and budgeting
- Cause of the rough patch on the FrontRunner alignment between Lehi and American Fork

Operations Summary

Mr. Colman reviewed the 2024 operating budget changes summary and budgeted FTEs for both the operating and capital operations office budgets.

Discussion ensued. The board requested more information on employee average years of service and associated tracking.

The meeting recessed a second time at 12:46 p.m. and reconvened at 1:22 p.m. for the chief people office budget presentation.

b. Chief People Officer Budget

Kim Shanklin, UTA Chief People Officer, was joined by Kenya Fail, UTA Manager of Civil Rights Compliance; Greg Gerber, UTA Director of Talent Acquisition; and Stacey Palacios, UTA Director of Workforce Technology Training.

Ms. Shanklin reviewed 2023 commitments completed and commitments in process. She then provided information on 2024 base budget services and discussed an analysis of the people office (strengths, needs, opportunities, and challenges). Ms. Shanklin also outlined the 2024 operating budget changes summary, headcount changes, budgeted FTEs, and 2024 people office capital investments.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Turnover data (retirement and voluntary vs. involuntary terminations)
- Benefits claims/utilization
- Human resources information system (HRIS) system procurement status
- English as a second language (ESL) pilot objectives and milestones

- FTE "loans" between offices/departments
- Items in the 2024 budget that reflect recommendations from the recruitment audit that is currently in process
- Apprenticeship retention rates
- Disadvantaged business enterprise (DBE) efforts, retention, and compliance
- Recruitment metrics (i.e., time from recruitment initiation to offer) and internal objectives
- North Highland assessment report findings
- Character limits on UTA user names
- Federal compliance requirements that could be simplified
- Rework inefficiencies
- Centralized vs. decentralized training practices
- Line platform instructor recruitment
- Identification of reasons for voluntary terminations
- Operator training simulator objectives and efficiencies

Chair Christensen requested more information on turnover statistics, benefits utilization. The board also recommended staff:

- Formulate a communications strategy for the inclusion and belonging enablement effort
- Address FTE needs with technical budget adjustments, rather than loaning employees between offices/departments
- Identify and address the root cause(s) of voluntary terminations
- Emphasize UTA's retirement system in its recruitment marketing
- Communicate UTA's ESL program publicly

The meeting recessed a third time at 2:51 p.m. and reconvened at 3:04 p.m.

c. Chief Financial Officer Budget

Viola Miller, UTA Chief Financial Officer, was joined by Troy Bingham, UTA Comptroller; Monica Howe, UTA Fares Director; Robert Lamph, UTA Assistant Treasurer; Tracy Young, UTA Grants Director; David Pitcher, UTA Claims & Insurance Manager; Todd Mills, UTA Director of Supply Chain; and Mr. Armstrong.

Ms. Miller reviewed 2023 commitments completed and commitments in process. She then provided information on 2024 base budget services and discussed an analysis of the finance office (strengths, needs, opportunities, and challenges). Ms. Miller spoke about strategic alignment activities and outlined the proposed 2024 operating budget, including expenses by department and category. She concluded by discussing recommended 2024 finance office capital investments.

Discussion ensued. Several questions were posed by the board and answered by Ms. Miller. Topics of inquiry included:

- Transit app use by other transit agencies
- 2023 capital asset inventory
- Route expense tracking capabilities
- Incorporation of banking fees as an element of procurement with financial institutions
- Staffing challenges and reporting hierarchy
- Fuel/power expense source

Department Detail - Finance

Staff reviewed the 2024 operating budget expenses by category by individual departments. Departments included accounting (Mr. Bingham), budget and financial analysis (Mr. Armstrong), fares (Ms. Howe), chief financial officer office (Mr. Lamph), grants (Ms. Young), risk management (Mr. Pitcher), and supply chain (Mr. Mills).

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Treatment of revenue vehicle "leases"
- Accounts payable system challenges
- Capital budget process improvements and associated staffing request
- Transactional costs for standard fares vs. mobile fares
- Fare collection questions in the customer engagement survey
- Ticket vending machine installation timeline
- Chief financial officer office operation and maintenance budget
- Collaboration with external entities (e.g., Urban Rural & Specialized Transit Association [URSTA])
- Insurance-related compliance documentation tracking
- Vanpool self-insurance program
- Supply chain challenges

Ms. Morton committed to provide the board with more detailed data on fare collection costs.

The board requested updates on 1) the future of UTA fares and 2) bank fees.

Ms. Miller concluded by reviewing the 2024 finance operating budget changes summary, headcount changes, budgeted FTEs, and 2024 finance office capital investments.

4. Other Business

a. Next Meeting: Budget Work Session - Wednesday, September 13, 2023 at 12:00 p.m.

5. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 4:28 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at https://www.utah.gov/pmn/sitemap/notice/856821.html for entire content. Meeting materials are also accessible at https://rideuta.com/Board-of-Trustees/Meetings

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

Approved Date:

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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:** 10/25/2023

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

TITLE:

Approval of September 13, 2023 Board of Trustees Budget Work Session Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the September 13, 2023 Board of Trustees Budget Work Session

BACKGROUND:
A Budget Work Session of the UTA Board of Trustees was held in person on Wednesday, September 13, 2023 at 12:00 p.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/856849.html> and the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-09-13_BOT_Budget Work Session_Minutes_UNAPPROVED

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 13, 2023 12:00 PM FrontLines Headquarters

Budget Work Session

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also in attendance were UTA staff members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 12:00 p.m. He announced this is an in-person meeting with audio recording and no live video stream. An audio recording will be made available within three days.

2. Safety First Minute

Cathie Griffiths - UTA Executive Assistant to the Board Chair, delivered a brief safety message.

3. Discussion Items

a. Chief Communications Officer Budget

Jay Fox, UTA Executive Director was joined by Mike Varanakis, UTA Digital Marketing Manager, and Katie Morrison, UTA Strategic Communications & Content Manager, to present the Chief Communications Officer 2024 Budget.

Mr. Varanakis and Ms. Morrison provided an overview of the agency's digital marketing and communication activities including 2023 commitments completed and those still in progress, in addition to strategic alignment activities and expected outcomes.

Mr. Fox delivered the communications program analysis including strengths, needs, opportunities, and challenges. He concluded the presentation with an overview of the 2024 base and operating budgets detailing changes by categories and FTE headcount.

Discussion ensued and several questions were posed by the board and answered by staff. Topics of inquiry included:

- The impact and utilization of the Workvivo app by staff.

- Employee awareness of new website content and digital applications.
- Communications Plan timeline for completion and implementation.
- Connectivity and alignment of the various UTA Apps and websites.
- Consistency in branding, guidelines, and one voice for the agency.
- Rider engagement and communications through multiple social media platforms.
- The new graphic design/audio support position (part-time versus full-time).

b. Chief Enterprise Strategy Officer Budget

Presenters: Alisha Garrett, UTA Chief Enterprise Strategy Officer; Auty Dahlquist, UTA Records Manager; Kyle Brimley, UTA IT Director; Tigran Melikyan, UTA Director of Business Analysis; Sarah Johnson, UTA Director of Organizational Excellence; Edison Pascascio, UTA Special Projects Manager; Christie Giles, UTA Enterprise Risk Management Administrator.

Ms. Garrett introduced members of the Enterprise Strategy Office who will be providing project information and associated budgets on their area of expertise including: Chief Enterprise Strategy Office, Operations Analysis, Organizational Excellence, Data Strategy, and Information Technology.

Visual presentations shared by the group included delivery on 2023 commitments completed and in progress; 2024 base budget services; program analysis; 2024 strategic alignment activities and expected outcomes; 2024 proposed operating budgets by department; 2024 capital investments; 2024 operating budget changes summary; FTEs and headcount changes.

Discussions ensued and several questions were posed by the board and answered by staff. Topics included:

- Number of direct staff reports under the Enterprise Strategy Officer.
- UTA dependent passes.
- Technical deficits and gap analysis.
- JDE upgrade and the implementation of additional modules.
- New People Office software.
- Improved data back-up systems and critical service infrastructure.
- Transit detour App.
- CRM integration.
- Life cycle of computers and associated warranties.
- Tracking and monitoring of SOPs.
- Project prioritization.
- Fares system contract.
- Improved efficiencies and automation for Records storage.
- Compatibility issues with the Automatic Passenger Counter (APC) upgrade.
- Implementation of the Radio System Replacement.

Recommendations and requests from the Trustees relating to the 2024 Enterprise Strategy Office budget review included:

- Continue to monitor the number of direct staff reports under the Enterprise Strategy Officer.
- Installation timeline of the new People Office software.
- Update on improved IT data back-up systems, critical service infrastructure, and risk management.
- Provide a timeline for the transit detour App.

4. Other Business

a. Next Meeting: Budget Work Session - Wednesday, September 20, 2023, time TBD

5. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 1:45 p.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 or audio located at https://www.utah.gov/pmn/sitemap/notice/856849.html.
for entire content.
Meeting materials are also accessible at https://rideuta.legistar.com/Calendar.aspx.

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:** 10/25/2023

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

TITLE:

Approval of September 20, 2023 Board of Trustees Budget Work Session Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the September 20, 2023 Board of Trustees Budget Work Session

BACKGROUND:
A Budget Work Session of the UTA Board of Trustees was held in person on Wednesday, September 20, 2023 at 12:30 p.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/859225.html> and the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-09-20_BOT_Budget Work Session_Minutes_UNAPPROVED

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 20, 2023 12:30 PM FrontLines Headquarters

Budget Work Session

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 12:34 p.m.

2. Safety First Minute

Mike Hurst, UTA Director of Internal Audit, delivered a brief safety message.

3. Discussion Items

a. Board of Trustees Office 2024 Budget

Chair Christensen was joined by Annette Royle, UTA Director of Board Governance; Shule Bishop, UTA Director of Government Relations; and Mr. Hurst.

Ms. Royle, Mr. Bishop, and Mr. Hurst reviewed information for their respective departments. Presentations began with a review of 2023 commitments completed and commitments in process, followed by information on 2024 base budget services and an analysis of each department (strengths, needs, opportunities, and challenges).

The directors spoke about strategic alignment activities, and outlined the proposed 2024 board office operating budget, including expenses by department and category. They concluded by detailing the 2024 board office operating budget changes summary, budgeted full-time equivalents (FTEs), and 2024 capital investments.

Discussion ensued. Questions on the need for a staff increase in government relations, equal employment opportunity (EEO) investigations, board office budget totals, and accounting for wages were posed by the board and answered by staff.

Trustees recommended communicating key strategic milestones through agencywide coordinated messaging.

Jay Fox, UTA Executive Director, requested an opportunity to review the government relations strategic plan with the executive team.

Chair Christensen called for a recess at 1:26 p.m. to address a technical issue.

The meeting reconvened at 1:31 p.m.

b. 2024 Budget Work Session Follow Up

Mr. Fox was joined by Viola Miller, UTA Chief Financial Officer; Brad Armstrong, UTA Director of Budget & Financial Strategy; Troy Bingham, UTA Comptroller; David Wilkins, Assistant Attorney General; Nichol Bourdeaux, UTA Chief Planning & Engagement Officer; Paul Drake, UTA Director of Real Estate & Transit-Oriented Development; and Monica Howe, UTA Fares Director.

Staff addressed several questions raised during the previous 2023 budget work sessions on topics including:

- Fuel hedging
- Distinction between FTEs and headcount
- 2023 carryforward in the 2024 operating budget
- Legal expenditure details
- Operations changes in fuel expense
- Transit-oriented development (TOD) working capital
- Real estate utility expense
- Cash payments for fares
- Cash fare strategy
- Mobile app fees
- Fare collection costs

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Alternative ways to approach fuel hedging
- Accounting for FTEs
- Number of part-time employees
- Tort litigation costs
- External legal counsel budget projection
- Industry approach to fuel cost tracking
- TOD revenue projections
- Farebox strategy and associated timeline
- Processing costs for cash fares compared to other fare media
- Ticket vending machine (TVM) capacity
- Fare payment interchange fee rates

Mr. Armstrong committed to provide the board with more information on the number of part-time employees and Ms. Howe committed to provide the board with more information on fare payment interchange fee rates.

The trustees recommended formulating a strategy for fares, including cash fares, and Chair Christensen requested regular updates on headcount numbers.

Chair Christensen called for a recess at 2:16 p.m.

The meeting reconvened at 2:22 p.m.

2024 Alignment of Five-Year Service Plan to Operational and People Resources
Mr. Fox was joined by Cherryl Beveridge, UTA Chief Operating Officer; Kim Shanklin, UTA Chief People Officer; Mary DeLoretto, UTA Chief Advisor to the Executive Director; Ms. Miller; and Ms. Bourdeaux.

Ms. Bourdeaux reviewed the 2023-2027 UTA Service Plan, changes to service plan phasing, and service planning and resource coordination efforts.

Ms. Beveridge and Ms. Shanklin outlined recruitment, training, and first-year "go to work" efforts as they relate to service implementation. They spoke about constraints, active strategies, and ideas under consideration in each area. Ms. Beveridge highlighted improvements to operator working conditions, and Ms. Shanklin shared data on employee retirement and voluntary turnover.

Discussion ensued. Several questions were posed by the board and answered by staff. Topics of inquiry included:

- Service restoration prioritization
- Public feedback on routes in south Utah County
- Hiring practices (i.e., hiring for the agency versus a business unit)
- Recruitment versus retention efforts and associated efficiencies
- Ensuring a good fit for job candidates
- Vehicle spare ratios that limit training opportunities
- Rail training opportunities (rail yard or unused sections of track)
- Centralizing core training
- Impacts of business unit size on hiring and retention
- Establishing connections and building commitment with new hires
- Operator restroom project status and related collective bargaining agreement requirements
- Retirement volume and voluntary turnover rates across the transit industry
- 2022 voluntary turnover rates
- Voluntary turnover targets
- Post-retirement rehiring requirements
- Definition of "part-time" employment

Discussion ensued, during which the board requested an update on the operator restroom project and data on the impacts of employee working condition improvements. Chair Christensen also asked that data on employee turnover be included in the monthly financial update in board meetings, and Trustee Acerson suggested staff establish a process to capture knowledge from retiring employees.

Mr. Fox recommended the tentative budget reflect an increase of $100,000 to the Bayard contract for recruitment services ($200,000 total) and funding for a bus operator training simulator.

Operator Safety Efforts
Mr. Fox was joined by Ms. Miller, Ms. Beveridge, Ms. Shanklin, and Ms. Bourdeaux.

Ms. Beveridge reported on safety equipment used on buses, including safety barriers.

Mr. Fox then spoke about employee care efforts, system coverage (i.e., resource assignments), and training as they relate to operator safety. He outlined processes/resources currently in place as well as measures needed in the future.

Ms. Miller noted a discussion with the board on 5310 grants will be scheduled at another time.

Discussion ensued and included a conversation on fleet usage limitations caused by assigning buses with operators protective barriers to specific routes.

The board requested staff gather information from AC Transit on how the video equipment it installed has reduced operator assaults. They also requested information on female police officer recruitment efforts.

4. Other Business

a. Next Meeting: Wednesday, September 27th, 2023 at 9:00 a.m.

5. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 4:04 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at https://www.utah.gov/pmn/sitemap/notice/859225.html for entire content. Meeting materials are also accessible at https://rideuta.legistar.com/Calendar.aspx

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:** 10/25/2023

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

TITLE:

Approval of October 11, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the October 11, 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 October 11, 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/863623.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-10-11_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 11, 2023 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:04 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Mary DeLaMare-Schaefer, UTA Regional General Manager - Timpanogos Business Unit, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment
No in person or virtual comment was given.

Online Comment
No online comment was received.

5. Consent

a. Approval of September 27, 2023 Board Meeting Minutes

b. Approval of International Travel to Vancouver, British Columbia, Canada for Planning & Engagement Peer Observation

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

Following the vote, Chair Christensen recognized Trustee Beth Holbrook for five years of service to the agency.

6. Reports

a. Executive Director Report

- **Memorial - Douglas Funk**

Ridership

Jay Fox, UTA Executive Director, who participated in the meeting remotely, reported on positive ridership trends. He mentioned ridership is up 36% for the year.

Memorial - Douglas Funk

Mr. Fox was joined by Ms. DeLaMare-Schaefer and John Barney, UTA Operations Supervisor. Ms. DeLaMare-Schaefer and Mr. Barney paid tribute to Douglas Funk, UTA Operator, who passed away in August 2023.

b. Financial Report - August 2023

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy.

Staff reviewed the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results

Discussion ensued. Questions on annual fare revenue projections, tap requirements for pass program participants, and utility cost trends were posed by the board and answered by staff.

Ms. Miller indicated she would provide a fare revenue update to the board at a future time. Trustee Holbrook also requested a conversation on the strategy for locating ticket vending machines and readers on platforms.

c. Discretionary Grants Update

Ms. Miller was joined by Alma Haskell, UTA Grants Development Administrator. Mr. Haskell reported on grant applications awaiting selection and discretionary grants and/or appropriations that have been selected. The latter include:

- Fiscal Year 23 West Side Express Transit Community Project Funding (CPF): $3.5 million

- Federal Transit Administration (FTA) Small Starts - Mid-Valley Connector: $62.8 million
- FTA Rail Replacement Grant - 20 Light Rail Vehicles: $60 million
- FTA Low and No Emission Vehicles - 25 Compressed Natural Gas (CNG) Buses: $17.1 million

Discussion ensued during which Chair Christensen inquired about the status of South Jordan's Transit Transportation Investment Fund (TTIF) application.

7. Resolutions

a. R2023-10-01 - Resolution Supporting the Nomination to Re-Appoint Beth Holbrook to the Utah Association of Special Districts Board

Chair Christensen summarized the resolution, which reappoints Trustee Beth Holbrook to the Utah Association of Special Districts (UASD) board for a second term from March 31, 2024 through March 30, 2028.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2023-10-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy

Trustee Jeff Acerson was joined by Kim Shanklin, UTA Chief People Officer, and Ann Green-Barton, UTA Director of Total Rewards. Trustee Acerson explained the resolution, which establishes an employee retirement plan contribution rate policy that includes provisions to:

- Incorporate a four-year actuarial smoothing of investment returns rather than the fair market valuation of assets
- Amortize all unfunded actuarial liability over a closed 20-year period
- Continue the 16% of payroll contribution to the UTA Employee Retirement Plan

Discussion ensued during which the board opined on the benefits of adopting these recommendations.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2023-10-03 - Resolution Adopting Revised Board Policies

Annette Royle, UTA Director of Board Governance, noted the resolution adopts the following new and revised board policies:

- Board Policy 1.1 Process for Establishing Board Policies (revised)
- Board Policy 1.3 Executive Relationships and Meeting Protocols (new policy)
- Board Policy 2.3 Budget (new policy)
- Board Policy 3.1 Advertising and Naming (revised)
- Board Policy 4.2 Public Records (revised)

She reviewed key items included in the new policies and updates to the revised policies.

Discussion ensued during which Chair Christensen highlighted the provision to review all policies every three years.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: 900 East UVX Design Services (Horrocks Engineers, Inc.)

Travis Colledge, UTA Project Manager III, requested the board approve a $488,618 contract with Horrocks Engineers, Inc. for the design of two new station platforms on 900 East along the Utah Valley Express (UVX) Bus Rapid Transit (BRT) alignment in Provo.

Discussion ensued. A question on public land available for the project was posed by the board and answered by Mr. Colledge.

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

b. Contract: Cooperative Agreement for Installation, Maintenance, and Operation of a Connected Vehicle System for Bus Operations (UDOT)

Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions, requested the board approve a cooperative agreement with UDOT, which includes a $109,774 initial purchase order related to the installation, maintenance, and operation of a connected vehicle system (CVS) for transit signal priority technology for buses. UTA's total estimated cost for the project, distributed over a five-year period, is $4.4 million. It was noted that any future purchases associated with this agreement would come to the board based on board approval threshold requirements.

Discussion ensued. Questions on route selection and implementation strategy were

posed by the board and answered by Ms. Quinn.

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

c. Pre-Procurements

- Operations System Software
- Design Services for Maintenance Training Facility
- Pension Management and Investment Services

Todd Mills, UTA Director of Supply Chain, indicated the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued during which Mr. Mills explained differences between requests for proposals and requests for qualifications.

9. Service and Fare Approvals

a. Fare Agreement: Special Events Agreement for Utah Transportation Conference (UDOT)

Kensey Kunkel, UTA Manager of Fare Strategy, requested the board approve a special events agreement with UDOT for complimentary fare for attendees of the Utah Transportation Conference, which is scheduled October 24 through October 26, 2023, in exchange for in-kind marketing to UTA.

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

Chair Christensen called for a recess at 10:38 a.m.

The meeting reconvened at 10:43 a.m.

10. Budget and Other Approvals

a. UTA Policy - UTA.01.09 Sustainability

Patti Garver, UTA Manager of Environmental & Grant Services, was joined by Sarah Ross, UTA Environmental Stewardship Sustainability Specialist I. Ms. Ross spoke about the purpose of the policy and the core elements of sustainability.

Discussion ensued during which the trustees opined on the strategic importance of a sustainability emphasis.

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

b. UTA Policy - UTA.02.10 Authority to Settle Claims

Dave Pitcher, UTA Claims & Insurance Manager, outlined key items included in the

policy.

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

11. Discussion Items

a. Tooele County Microtransit Electrification Project

Ms. Quinn spoke about the implementation of an all-electric vehicle fleet for On Demand service in Tooele County.

b. Tentative 2024 Budget

Ms. Miller was joined by Mr. Armstrong and Daniel Hofer, UTA Director of Capital Assets & Project Controls. Ms. Miller summarized the 2024 budget process. Ms. Miller and Mr. Armstrong then reviewed key assumptions, challenges and opportunities, initiatives, and requests. They also provided a 2024 tentative operating budget overview with expense detail by category, office, and mode, and compared FTEs in the 2023 and 2024 tentative budgets by office.

Mr. Hofer outlined the Five-Year Capital Plan goals and reviewed the 2024 tentative capital budget summary, major initiatives, and state of good repair details.

Ms. Miller concluded by highlighting 5-year funding sources and uses and listing next steps.

Discussion ensued. Questions on diesel fuel prices and local funds for capital projects were posed by the board and answered by staff.

12. Other Business

a. Next Meeting: Wednesday, October 16, 2023 at 3:00 p.m.

13. Closed Session

a. Strategy Session to Discuss Collective Bargaining
AND
Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were items to be discussed in closed session relative to collective bargaining and pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and closed session convened at 11:42 a.m.

14. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 12:08 p.m.

Chair Christensen left immediately following closed session, and asked Trustee Holbrook to chair the remainder of the meeting.

15. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:09 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/863623.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/258?view_id=1&redirect=true&h=57b80b5adc719ac1b7e37c26bdf70c64.

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:** 10/25/2023

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

TITLE:

Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Rocky Mountain Power)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute an OGX Grand Opening Funding Agreement for Sponsored System-wide Fare with Rocky Mountain Power.

BACKGROUND:
On July 26, 2023, the UTA Board of Trustees approved resolution R2023-07-05 empowering the Executive Director *"to declare system-wide zero fare in commemoration of the OGX grand opening."* Subsequently Executive Director Fox declared a zero-fare day, offering zero fares, system-wide, on all UTA services on Saturday, August 26, 2023.

Utah Transit Authority ("UTA") obtained community support to recover lost fare revenues for the system-wide zero fare day. UTA committed to formalizing the agreements through contracts with potential Sponsors and obtaining board approval of the contracts.

One specific sponsor is Rocky Mountain Power. The agreement details are in the discussion below.

DISCUSSION:
UTA will enter into this Agreement with Rocky Mountain Power in the amount of five-thousand dollars ($5,000). This money will be used to offset fares during the August 26, 2023, zero fare day. In return, UTA provided the sponsor with a "Tier 1" marketing package that included representation on the OGX invite, OGX Website, Logo Inclusion on OGX Bus Boards, as well as five (5) Premium Monthly passes.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Power
Contract Number:	23-F0364
Base Contract Effective Dates:	August 1-September 30, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	$5,000
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not enter into an agreement and forego the revenue.

FISCAL IMPACT:

Five-thousand dollars ($5,000) to be used to offset lost fare revenues on the systemwide zero fare day.

ATTACHMENTS:

Funding Agreement (Rocky Mountain Power)

DocuSign Envelope ID: BA9BA0BA-BBCE-40A6-9D62-EBCF808CDE9C

OGX Grand Opening Funding Agreement
Sponsored System-wide Fare

This **FUNDING AGREEMENT** is effective on August 1, 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Rocky Mountain Power, ("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 for the entirety of the UTA system on the 26 day of August 2023 to commemorate the grand opening of the OGX Bus Rapid Transit System (BRT) ; and

WHEREAS both the Sponsor and UTA recognize the benefits of the OGX BRT system and public transit in general for the community for reducing congestion and improving the quality of air and the environment as well

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 on the date stated above and end on September 30, 2023.

2. In order to facilitate free fares on UTA's entire public transit system for the 26th day of August 2023, Sponsor agrees to pay UTA an amount of $5,000 for a portion of the forgone fare revenue which is projected to have been received for the 26th day of August 2023. This is considered a Tier 1 sponsorship.

3. UTA agrees to provide free fares system wide on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services.4.

4. UTA agrees to provide to the sponsor the items as listed in Exhibit A: Tier 1.

5. On or before September 1, 2023, UTA shall invoice sponsor for the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced within 30 days receipt of invoice. 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 invoice.

6. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA's operation of its transit system in any respect.

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7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

8. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

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:

_____

Name: Date
Title:

UTA Legal Counsel

DocuSigned by:
Mike Bell
70E33A415BA44F6...

DocuSign Envelope ID: BA9BA0BA-BBCE-40A6-9D62-EBCF808CDE9C

Exhibit A

	Amount	Benefits
Tier 1	**$5,000**	**Company logo on the following:** • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions **UTA Premium Monthly Passes:** • 5 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 2	**$10,000**	**Company logo on the following:** • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions • 40 UTA FrontRunner Last Train signs: Signage at the final Ogden FrontRunner platform; 1.2 million riders per month • 3,000 OGX brochures: Distributed to local Ogden attractions, restaurants, and retailers **UTA Premium Monthly Passes:** • 10 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 3	**$15,000**	**Company logo on the following:** • OGX website: 15,000 visitors per month • 18 bus boards: 1.5 million impressions • 140 interior bus cards • 40 UTA FrontRunner Last Train signs: 1.2 million impressions • 3,000 OGX brochures • 100 OGX retail and restaurant posters • 25 television signs at Ogden City, Weber State University, and McKay Dee Hospital • Ogden Standard-Examiner advertorial: 30,000 subscribers • Weber State signpost advertorial: Distributed to over 33,000 students and employees • Ogden-Weber Chamber of Commerce advertorial: Shared with 850 Weber County Businesses • Logo insert to Ogden City newsletter, magazine, and utility bills: 87,000 residents • Intermountain Healthcare newsletter: Circulated to over 58,000 • UTA newsletter: Distributed to 2,700 employees, 3,000 UTA riders, and 500 political leaders • Social media highlight: Over 48,000 UTA followers on Twitter, Facebook, Instagram, and LinkedIn

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		Access to OGX events: • 4 tickets to the OGX Ribbon Cutting on August 2 at 10:30 a.m. • 4 tickets to Xperience OGX Bus Tours • 10x10 booth space at Xperience OGX Grand Opening on August 26 **UTA Premium Monthly Passes:** • 15 monthly passes. Valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Tim Merrill, Assistant Attorney General Dave Pitcher, Claims and Insurance Manager Mike Benvegnu, Claims Administrator Mitch Nielsen, Claims Adjuster

TITLE:

Disbursement: Claim Settlement Approval (Tashjian Marvin Gardens, G & R Inc., and Becky Jorgensen)

AGENDA ITEM TYPE:
Disbursement

RECOMMENDATION:
Approve and authorize the Executive Director to execute settlement of Tashjian Marvin Gardens, G & R Inc., and Becky Jorgensen vs UTA, and associated disbursements, in the amount of $307,700 which will be disbursed proportionally to the three plaintiffs.

BACKGROUND:
Tashjian Marvin Gardens, G & R Inc., Becky Jorgensen vs UTA
On March, 30, 2022 a UTA bus ran a red light and the resulting collision sent the bus through a gas station and into an adjacent hotel resulting in extensive property damage. This case was assigned claim number GL-50521.

DISCUSSION:
Tashjian Marvin Gardens, G & R Inc., Becky Jorgensen vs UTA
There are three plaintiffs in this case. Becky Jorgensen was going through the intersection next to Lavell Edwards Stadium in Provo on a green light when she collied with a UTA bus which had entered the intersection on a red light. Ms. Jorgensen's vehicle was a total loss. The collision sent the bus into the service station owned by G&R, Inc causing significant damage to gas pumps, landscape, and signage. Crossing the property, the bus went over a retaining wall and into a hotel owned by Tashjian Marvin Gardens causing significant

structural damage to the building. Combined property damage from the three plaintiffs exceeds the property damage tort cap under the Utah Governmental Immunity Act of $307,700.00. This amount will be apportioned as settlement of the plaintiff's property damage claims. Authority is requested to settle all claims within the property damage tort cap of $307,700.00.

ALTERNATIVES:
Tashjian Marvin Gardens, G & R Inc., Becky Jorgensen vs UTA - try the case.

FISCAL IMPACT:
This case has a value of $307,700.00 based on the Tort Cap. Funding for this settlement is budgeted as part of the 2023 operating budget for Risk and Insurance Services. As a self-insured entity in Utah, UTA is required to have a designated cash account sufficient to cover all probable losses.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Tim Merrill, Assistant Attorney General Dave Pitcher, Claims and Insurance Manager Mike Benvegnu, Claims Administrator Mitch Nielsen, Claims Adjuster

TITLE:

Disbursement: Claim Settlement Approval (Heirs of Marilyn Chapman)

AGENDA ITEM TYPE:
Disbursement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the arbitration award and associated disbursements for Marilyn Chapman vs UTA in the amount of $427,581.16.

BACKGROUND:

Heirs of Marilyn Chapman vs UTA
The subject accident took place on February 15, 2018 when a bus ran a red light and collided with the Plaintiff's vehicle. Marilyn Chapman was in her late eighties at the time of the accident and did not pass away due to injuries from the UTA accident but injuries affected her health many months beyond the period of active treatment. Her medical bills were significant. This case went to binding arbitration resulting in an award for the plaintiff. This case was assigned claim number GL-42840-7384.

DISCUSSION:

Heirs of Marilyn Chapman vs UTA
This was a case which was better to arbitrate than to take to trial. Liability was not disputed. The result of the

binding arbitration was an award of $427,581.16 which included prejudgment interest. Authorization is requested to pay the arbitration award of $427,581.16.

ALTERNATIVES:

Chapman vs UTA - the award would be turned into a judgement by the court and enforced against UTA.

FISCAL IMPACT:
This arbitration award is for $427,581.16. Funding for this award is budgeted as part of the 2023 operating budget for Risk and Insurance Services. As a self-insured entity in Utah, UTA is required to have a designated cash account sufficient to cover all probable losses.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Tim Merrill, Assistant Attorney General Dave Pitcher, Claims and Insurance Manager Mike Benvegnu, Claims Administrator Mitch Nielsen, Claims Adjuster

TITLE:

Disbursement: Claim Settlement Approval (Denner)

AGENDA ITEM TYPE:
Disbursement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Authority Request and associated disbursements for Denner vs UTA in the amount of $250,000

BACKGROUND:

Denner vs UTA
Plaintiff was rearended by a UTA bus resulting in spinal surgery to the neck. This case was assigned claim number GL-46642-11549.

DISCUSSION:

Denner vs UTA
On December 16, 2019 the plaintiff was turning left on a green arrow when he was forced to stop for a pedestrian. He was subsequently rear-ended by a UTA bus resulting in significant damage. The plaintiff's injury resulted in surgery to repair damage to the cervical spine. Experts for UTA reviewing this case found that the forces involved could have resulted in the injuries alleged by the plaintiff. Authorized negotiations have resulted in an agreed settlement amount of $250,000. Authority is requested to settle this case at the agreed

amount of $250,000.00.

ALTERNATIVES:
Denner vs UTA - try the case.

FISCAL IMPACT:
This settlement is $250,000. Funding for this settlement is budgeted as part of the 2023 operating budget for Risk and Insurance Services. As a self-insured entity in Utah, UTA is required to have a designated cash account sufficient to cover all probable losses.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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

TITLE:

Executive Director Report

- **UTA Commendations**

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 including:

- Recognition of Bus Roadeo Participants (Cherryl Beveridge)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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 October 12, 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:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Greg Andrews, Sr Financial Analyst Daniel Hofer, Director Capital Assets and Project Controls

TITLE:

Financial Report - August 2023 (Capital Program)

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The August 2023 Monthly Capital Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board. .

DISCUSSION:
At the October 25th meeting, the Director of Capital Assets and Project Controls and Sr. Financial Analyst will review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A

ATTACHMENTS:

- None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Dave Hancock, Chief Capital Services Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer David Hancock, Chief Capital Services Officer Dan Hofer, Director Capital Assets and Project Controls

TITLE:

2024-2028 Five Year Capital Plan - October 2023 Draft

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion.

BACKGROUND:
UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 Financial Management. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other special projects requiring expenditures over $25,000. This includes projects that are funded partially or fully by outside funding sources, such as grants or local partners.

The plan is required to be financially constrained and maintain assets at a state of good repair, to protect UTA's capital investments, and minimize future maintenance and replacement costs. Five-year forecasts help mitigate the challenges of applying a one-year budget to multi-year projects and support long-range financial planning and prudent management of the Enterprise.

This proposed 5-Year Capital Plan covers the period from 2024 through 2028.

DISCUSSION:
Staff will present the draft 5-year Capital Plan for 2024 through 2028 for Board information and feedback. Information will include upcoming key dates related to the five-year plan adoption and highlight UTA capital program initiatives.

ALTERNATIVES:

The Board may direct staff to make changes in the proposed plan.

FISCAL IMPACT:

The proposed 2024-2028 Capital Plan provides for $1,271,898,000 of capital projects over the five-year period.

ATTACHMENTS:

- 2024-2028 Five Year Capital Plan - October 2023 Draft

Utah Transit Authority Five-Year Capital Plan

2024-2028

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1 Introduction

1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management, requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a state of good repair to protect the Authority's capital investments, maintain safety and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects, and also helps in long-range budget planning, including setting of priorities.

1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases and other special projects requiring one or more expenditures totaling $25,000 or more. This includes projects that are partially or fully funded by outside funding sources (e.g. grants, state funds, local partners, etc.). Other requests under $25,000 should be included in departmental operating budgets.

Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or Legal Compliance construction projects
- Energy conservation improvements
- Grounds improvement
- Real Estate Acquisition or Leasing
- Vehicles
- HVAC/Reroofing Projects
- Telecommunication and Information Technology systems (hardware and/or software)
- New or replacement equipment or furniture

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2 Five-year Capital Plan Development Process

The annual capital planning process results in a prioritized list of projects for the upcoming fiscal year capital budget and a forward-looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

2.1 Project Requests

New project requests are submitted annually and prioritized by management for funding consideration. The proposed project should meet a specific objective such as a mobility need, state of good repair or infrastructure need or requirement, and be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, the yearly budget needs for the project development, and the long-term operating and maintenance costs, including state of good repair costs if applicable. Potential funding sources are also identified in the project request.

2.2 Project Prioritization

Completed project requests are compiled then prioritized by Management. Prioritization considerations encompass UTA's Agency Goals and Objectives including:

- Previous Five-Year Plan Alignment
- Legal and Safety Requirements
- Delivery Potential
- Agency Goal- Quality of Life
- Agency Goal- Customer Experience
- Agency Goal- Organizational Excellence
- Agency Goal- Community Support
- Agency Goal- Economic Return

Projects with a lower priority may be reduced in scope or moved to subsequent years as necessary. Once prioritized, the draft 5-year plan is submitted to the Executive Team for review. Requests are trimmed as needed to meet the anticipated 5-year budget resources, which is based on committed or reasonably foreseeable funding sources.

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3 Proposed Capital Plan

Overview

The 2024-2028 capital requests have been compiled and prioritized. Tables showing the proposed capital budget by year are presented below in year of expenditure dollars, as well as the overall 5-year summaries by both project type and funding source. Attachment A shows the detailed list of projects proposed to be funded, including the annual and 5-year plan, anticipated grant and local partner funds, and the required UTA funds for each project.

The proposed capital plan for 2024 will be incorporated into UTA's proposed 2024 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget adjustments or amendments as needed.

The capital budget and plan will be presented by each Chief Office with the corresponding project being managed out of that office.

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Proposed 2024 Capital Budget Summary

Chief Office	2024 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	180,438,000	51,872,000	27,983,000	33,564,000	67,019,000
Enterprise Strategy	8,050,000	120,000	-	-	7,930,000
Executive Director (Safety)	2,448,000	-	-	-	2,448,000
Finance	28,535,000	4,951,000	1,127,000	-	22,457,000
Operations	6,277,000	277,000	-	-	6,000,000
People	1,130,000	-	-	-	1,130,000
Planning & Engagement	3,555,000	800,000	1,486,000	-	1,269,000
Grand Total	**230,433,000**	**58,020,000**	**30,596,000**	**33,564,000**	**108,253,000**

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Proposed 2025 Capital Budget Summary

Chief Office	2025 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	275,072,000	92,226,000	52,162,000	72,118,000	58,566,000
Enterprise Strategy	14,328,000	-	-	-	14,328,000
Executive Director Safety	1,736,000	-	-	-	1,736,000
Finance	19,110,000	3,677,000	293,000	-	15,140,000
Operations	10,249,000	-	-	-	10,249,000
People	2,020,000	-	-	-	2,020,000
Planning & Engagement	3,444,000	-	603,000	-	2,841,000
Grand Total	**325,959,000**	**95,903,000**	**53,058,000**	**72,118,000**	**104,880,000**

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Proposed 2026 Capital Budget Summary

Chief Office	2026 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	228,033,000	74,901,000	39,446,000	60,899,000	52,787,000
Enterprise Strategy	6,274,000	-	-	-	6,274,000
Executive Director (Safety)	1,725,000	-	-	-	1,725,000
Finance	18,780,000	3,456,000	-	-	15,324,000
Operations	5,685,000	-	-	-	5,685,000
People	1,180,000	-	-	-	1,180,000
Planning & Engagement	1,675,000	-	42,000	-	1,633,000
Grand Total	**263,352,000**	**78,357,000**	**39,488,000**	**60,899,000**	**84,608,000**

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Proposed 2027 Capital Budget Summary

Chief Office	2027 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	168,750,000	40,473,000	8,185,000	79,390,000	40,702,000
Enterprise Strategy	3,398,000	-	-	-	3,398,000
Executive Director (Safety)	1,716,000	-	-	-	1,716,000
Finance	16,496,000	4,359,000	-	-	12,137,000
Operations	3,080,000	-	-	-	3,080,000
People	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	1,149,000
Grand Total	**194,589,000**	**44,832,000**	**8,185,000**	**79,390,000**	**62,182,000**

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Proposed 2028 Capital Budget Summary

Chief Office	2028 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	228,986,000	48,906,000	3,000,000	134,867,000	42,213,000
Enterprise Strategy	2,875,000	-	-	-	2,875,000
Executive Director (Safety)	1,229,000	-	-	-	1,229,000
Finance	20,466,000	4,089,000	-	-	16,377,000
Operations	2,860,000	-	-	-	2,860,000
People	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	1,149,000
Grand Total	**257,565,000**	**52,995,000**	**3,000,000**	**134,867,000**	**66,703,000**

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Proposed 5-Year Capital Plan Summary by Project Category

Chief Office	2024-2028 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	1,081,279,000	308,378,000	131,776,000	380,838,000	260,287,000
Enterprise Strategy	34,925,000	120,000	-	-	34,805,000
Executive Director (Safety)	8,854,000	-	-	-	8,854,000
Finance	103,387,000	20,532,000	1,420,000	-	81,435,000
Operations	28,151,000	277,000	-	-	27,874,000
People	4,330,000	-	-	-	4,330,000
Planning & Engagement	10,972,000	800,000	2,131,000	-	8,041,000
Grand Total	**1,271,898,000**	**330,107,000**	**135,327,000**	**380,838,000**	**425,626,000**

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Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	Financing	UTA Funds
2024	230,433,000	58,020,000	31,596,000	33,564,000	107,253,000
2025	325,959,000	95,903,000	53,058,000	72,118,000	104,880,000
2026	263,352,000	78,357,000	39,488,000	60,899,000	84,608,000
2027	194,589,000	44,832,000	8,185,000	79,390,000	62,182,000
2028	257,565,000	52,995,000	3,000,000	134,867,000	66,703,000
Total	**1,271,898,000**	**330,107,000**	**135,327,000**	**380,838,000**	**425,626,000**

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4 Five-Year Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and year of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain.

Approval of the 5-year capital plan will authorize the Agency to enter into contracts for those projects that are multi-year in nature.

This 5-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

4.1 Project Requests

A number of the projects in the 5-year plan assume that significant local, state, and/or federal funds may become available. If those funds do not materialize, the project would need to be delayed until such time as additional funding could be secured. These projects include:

- SL-Central Headquarters: Significant Local Partner contributions anticipated
- SD100/160 Light Rail Vehicle Replacement: Significant Federal and Local Partner contributions being pursued
- Davis-Salt Lake Connector: Additional funding needs to be secured

House Bill 322 passed in the 2022 Session by the Utah State Legislature directed UDOT and UTA to partner on "fixed guideway" projects with state funding and identified UDOT as the lead agency for project delivery. This significant legislation requires a strong working relationship between UDOT and UTA and provides state funding for major transit investments across the region. These funds can be used to leverage grant funds. UDOT and UTA have been working together to keep the FrontRunner Double Tracking and Point of the Mountain projects on schedule while determining how best to move these projects forward.

The details of the UTA 2024-2028 Five-Year Capital Plan are presented in Attachment A.

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Attachment A

UTA 5-Year Capital Plan - Project Detail

2024 through 2028

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2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
Capital Services	180,438,000	275,072,000	228,033,000	168,750,000	228,986,000	1,081,279,000
FMA516 - Corridor Fencing	60,000	60,000	60,000	60,000	60,000	300,000
FMA679 - Building Remodels/Reconfigurations	1,490,000	1,290,000	1,190,000	1,040,000	540,000	5,550,000
FMA680 - Suicide Prevention Research Project	139,000	-	-	-	-	139,000
FMA687 - Layton Station Improvements	72,000	550,000	-	-	-	622,000
FMA690 - Facility Program Development & Design	750,000	150,000	150,000	-	-	1,050,000
FMA692 - Warm Springs Upgrades	-	3,500,000	6,000,000	20,000,000	5,500,000	35,000,000
FMA693 - Meadowbrook Electrification	231,000	1,786,000	1,836,000	-	-	3,853,000
FMA694 - Electric Bus Chargers	-	500,000	2,065,000	2,065,000	2,065,000	6,695,000
FMA695 - Facility Program	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	550,000	2,300,000	2,300,000	2,300,000	2,300,000	9,750,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	-	-	-	5,600,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	-	56,000
MSP193 - Weber County Corridor Preservation	250,000	2,700,000	2,700,000	-	-	5,650,000
MSP202 - Davis-SLC Community Connector	2,200,000	3,400,000	-	-	-	5,600,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	-	-	-	2,361,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	-	-	-	1,510,000
MSP215 - Sharp/Tintic Rail Corridor Connection	1,145,000	1,145,000	-	-	-	2,290,000
MSP216 - Point of the Mountain Transit	1,500,000	500,000	500,000	500,000	1,000,000	4,000,000
MSP224 - UTA ADA Bus Stop Improvements UTCO	378,000	378,000	-	-	-	756,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	-	-	-	332,000
MSP248 - Planning & Environmental Analysis	300,000	300,000	300,000	300,000	300,000	1,500,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
MSP253 - Mid-Valley Connector	10,000,000	45,700,000	44,987,000	-	-	100,687,000
MSP254 - TechLink	1,250,000	-	-	-	-	1,250,000
MSP255 - Central Corridor	100,000	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	1,330,000	5,355,000	5,020,000	-	-	11,705,000
MSP259 - S-Line Extension	4,000,000	11,746,000	-	-	-	15,746,000
MSP260 - Westside Express (5600 West)	3,500,000	16,500,000	15,000,000	8,122,000	-	43,122,000
MSP262 - SLCentral HQ Office	-	-	-	-	-	-
MSP263 - TOD Working Capital	3,554,000	688,000	688,000	688,000	688,000	6,306,000
MSP264 - FrontRunner Extension to Payson	2,530,000	3,080,000	3,080,000	-	-	8,690,000
MSP265 - Program Management Support	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	14,000,000
MSP267 - New Maintenance Training Facility	3,143,000	5,229,000	714,000	-	-	9,086,000
MSP271 - MOW Training Yard	4,245,000	2,607,000	587,000	-	-	7,439,000
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	-	-	-	1,239,000
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
MSP286 - Utah County Park & Ride Lots	1,000,000	3,585,000	-	-	-	4,585,000
MSP287 - 900 East UVX Station	3,370,000	-	-	-	-	3,370,000
MSP288 - Sustainability Project Pool	350,000	100,000	100,000	100,000	100,000	750,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	-	-	-	206,000

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2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	3,700,000	-	-	-	3,700,000
MSP300 - New TRAX platform in South Jordan	4,500,000	1,500,000	-	-	-	6,000,000
MSP301 - Federal Bus Stops 5339	802,000	802,000	717,000	-	-	2,321,000
MSP312 - Point of the Mountain FrontRunner Station	300,000	300,000				600,000
MSP313 - Electric Charger Program	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	6,000,000	5,000,000	3,000,000	3,000,000	3,000,000	20,000,000
REV209 - Paratransit Replacements	5,581,000	4,851,000	3,961,000	5,780,000	5,967,000	26,140,000
REV211 - Replacement Buses	100,000	30,000,000	30,000,000	30,000,000	30,000,000	120,100,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000
REV224 - Bus Overhaul	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
REV232 - Van Pool Van Replacements	2,305,000	1,716,000	1,757,000	1,800,000	1,843,000	9,421,000
REV233 - Commuter Rail Vehicle Procurement - Used	500,000	5,500,000	5,000,000	-	-	11,000,000
REV236 - VW Battery Buses	7,391,000	-	-	-	-	7,391,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	10,000,000	36,000,000	36,000,000	37,900,000	120,000,000	239,900,000
REV240 - Motor Pool Key Management System	330,000	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	100,000	100,000	100,000	100,000	500,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	500,000	500,000	500,000	500,000	2,500,000
SGR040 - Light Rail Vehicle Rehab	9,500,000	11,000,000	9,000,000	9,000,000	9,000,000	47,500,000
SGR047 - LRT Stray Current Control	511,000	526,000	542,000	558,000	575,000	2,712,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	400,000	420,000	440,000	460,000	500,000	2,220,000
SGR370 - Red Signal Enforcement	3,956,000	3,409,000	2,863,000	-	-	10,228,000
SGR385 - Rail Replacement Program	6,100,000	6,200,000	2,435,000	4,500,000	3,987,000	23,222,000
SGR390 - Jordan River #2 Remodel	5,500,000	5,500,000	2,000,000	-	-	13,000,000
SGR391 - Commuter Rail Vehicle Rehab and Replacement	1,000,000	3,750,000	3,750,000	3,750,000	3,750,000	16,000,000
SGR393 - Grade Crossing Replacement Program	3,000,000	4,500,000	2,200,000	2,200,000	4,000,000	15,900,000
SGR397 - TPSS Component Replacement	16,000,000	4,300,000	-	-	-	20,300,000
SGR398 - OCS Rehab/Replace	3,400,000	5,900,000	10,000,000	10,000,000	10,000,000	39,300,000
SGR401 - Ballast and Tie replacement	300,000	300,000	300,000	300,000	300,000	1,500,000
SGR403 - Train Control Rehab & Replacement	6,062,000	10,900,000	9,467,000	9,900,000	10,400,000	46,729,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	500,000	4,500,000	1,600,000	1,400,000	15,000,000
SGR407 - Bus Stop Enhancements	750,000	1,275,000	1,275,000	1,275,000	1,275,000	5,850,000
SGR408 - Route End of Line (EOL) Enhancements	225,000	1,650,000	1,650,000	1,650,000	1,650,000	6,825,000
SGR409 - System Restrooms	2,135,000	2,245,000	1,120,000	1,120,000	-	6,620,000
SGR410 - Fiber Rehab/Replacement	3,352,000	1,519,000	679,000	682,000	686,000	6,918,000
SGR411 - Farmington Ped Bridge Repairs	65,000	560,000	-	-	-	625,000
Enterprise Strategy	8,050,000	14,328,000	6,274,000	3,398,000	2,875,000	34,925,000
ICI001 - Passenger Information	500,000	1,350,000	1,350,000	-	-	3,200,000
ICI146 - FrontRunner WiFi Enhancements	250,000	100,000	100,000	50,000	50,000	550,000
ICI173 - JDE System Enhancements	75,000	50,000	50,000	50,000	50,000	275,000
ICI179 - Network Infrastructure Equipment & Software	384,000	939,000	279,000	150,000	150,000	1,902,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	-	-	-	120,000
ICI186 - In House Application Development	200,000	200,000	200,000	200,000	200,000	1,000,000
ICI191 - IT Managed Reserves	400,000	400,000	400,000	400,000	400,000	2,000,000
ICI197 - Bus Communications On-Board Technology	200,000	200,000	200,000	200,000	200,000	1,000,000

2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	260,000	475,000	250,000	525,000	1,760,000
ICI199 - Rail Communication Onboard Tech	100,000	100,000	75,000	50,000	50,000	375,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	369,000	394,000	200,000	173,000	1,050,000	2,186,000
ICI202 - Radio Comm Infrastructure	75,000	50,000	50,000	50,000	50,000	275,000
ICI214 - APC Upgrade	300,000	850,000	750,000	600,000	-	2,500,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	-	225,000	-	225,000	-	450,000
ICI226 - New Radio Communication System	2,000,000	7,000,000	500,000	150,000	150,000	9,800,000
ICI230 - Operations Systems	2,400,000	2,150,000	1,500,000	750,000	-	6,800,000
ICI231 - United Way Tablet Upgrade	57,000	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	60,000	145,000	100,000	-	305,000
Executive Director (Safety)	2,448,000	1,736,000	1,725,000	1,716,000	1,229,000	8,854,000
FMA604 - Safety General Projects	55,000	120,000	120,000	120,000	120,000	535,000
FMA645 - Camera Sustainability	670,000	656,000	645,000	636,000	449,000	3,056,000
FMA658 - Bus Replacement Camera System	620,000	620,000	620,000	620,000	620,000	3,100,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	40,000	40,000	40,000	40,000	40,000	200,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	300,000	300,000	300,000	-	1,200,000
Finance	28,535,000	19,110,000	18,780,000	16,496,000	20,466,000	103,387,000
CDA006 - 5310 Administration Funds All Years	304,000	313,000	323,000	332,000	342,000	1,614,000
FMA686 - Warehouse Equipment Managed Reserve	116,000	94,000	55,000	123,000	36,000	424,000
ICI213 - eVoucher Phase 2	324,000	50,000	-	-	-	374,000
ICI222 - ICI222- Fares Systems Replacement Program	12,141,000	4,996,000	5,269,000	2,014,000	6,341,000	30,761,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	200,000	-	-	-	-	200,000
MSP221 - FFY 2018 20-1902 Grant O/L 5310	200,000	-	-	-	-	200,000
MSP222 - FFY 2018 20-1903 P/O 5310	200,000	-	-	-	-	200,000
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	-	-	-	50,000
MSP276 - FFY 2022 UT 2023 SL/WV 5310	1,000,000	591,000	-	-	-	1,591,000
MSP277 - FFY 2022 UT-2023-024 P/O 5310	500,000	115,000	-	-	-	615,000
MSP278 - FFY 2022 UT02023 O/L 5310	700,000	135,000	-	-	-	835,000
MSP279 - FFY 2021 UT-2023-013 O/L 5310	300,000	125,000	-	-	-	425,000
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	500,000	252,000	-	-	-	752,000
MSP281 - FFY 2021 UT-2023-023 P/O 5310	200,000	89,000	-	-	-	289,000
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	-	-	-	50,000
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	900,000	50,000	-	-	-	950,000
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	-	-	-	50,000
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	500,000	50,000	-	-	-	550,000
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	300,000	50,000	-	-	-	350,000
MSP302 - FFY 2024 O/L 5310	-	-	700,000	186,000	-	886,000
MSP303 - FFY 2023 O/L 5310	-	700,000	160,000	-	-	860,000
MSP304 - FFY 2023 P/O 5310	-	500,000	134,000	-	-	634,000
MSP305 - FFY 2023 SL/WV 5310	-	1,000,000	639,000	-	-	1,639,000
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	3,423,000	3,423,000
MSP307 - FFY 2025 All UZAs 5310	-	-	-	3,000,000	324,000	3,324,000

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2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
MSP308 - FFY 2024 SL/WV 5310	-	-	1,000,000	688,000	-	1,688,000
MSP309 - FFY 2024 P/O 5310	-	-	500,000	153,000	-	653,000
MSP999 - Capital Contingency	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
Operations	6,277,000	10,249,000	5,685,000	3,080,000	2,860,000	28,151,000
FMA543 - Police Fleet Vehicles	605,000	605,000	605,000	605,000	385,000	2,805,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	800,000	800,000	800,000	800,000	4,000,000
FMA653 - Facilities Rehab/Replacement	1,433,000	1,130,000	800,000	800,000	800,000	4,963,000
FMA672 - Park & Ride Rehab/Replacement	400,000	400,000	400,000	400,000	400,000	2,000,000
FMA673 - Stations and Platforms Rehab/Replacement	434,000	434,000	200,000	200,000	200,000	1,468,000
FMA684 - Police Managed Reserve	250,000	275,000	275,000	275,000	275,000	1,350,000
FMA685 - Wheel Truing Machine JRSC	500,000	3,500,000	2,000,000	-	-	6,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	250,000	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 7	115,000	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	-	-	-	300,000
SGR386 - LRV repairs for 1137 and 1122	1,015,000	3,105,000	605,000	-	-	4,725,000
People	1,130,000	2,020,000	1,180,000	-	-	4,330,000
ICI228 - CPO New HRIS system application upgrade	1,000,000	1,570,000	1,180,000	-	-	3,750,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	55,000
MSP310 - Bus Training Simulator	75,000	450,000	-	-	-	525,000
Planning & Engagement	3,555,000	3,444,000	1,675,000	1,149,000	1,149,000	10,972,000
MSP198 - Wayfinding Plan	150,000	300,000	300,000	300,000	300,000	1,350,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	815,000	1,711,000	933,000	449,000	449,000	4,357,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	-	-	-	175,000
MSP285 - Bus Speed and Reliability Program (BSRP)	-	100,000	100,000	100,000	100,000	400,000
MSP292 - AOPP: Paratransit Forward Study	214,000	-	-	-	-	214,000
MSP294 - Planning Studies Managed Reserves	350,000	605,000	300,000	300,000	300,000	1,855,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	910,000	603,000	42,000	-	-	1,555,000
REV234 - Tooele County Microtransit & Vehicle Electrification	615,000	125,000	-	-	-	740,000
Grand Total	**230,433,000**	**325,959,000**	**263,352,000**	**194,589,000**	**257,565,000**	**1,271,898,000**

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2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
Capital Services	1,081,279,000	130,352,000	308,378,000	250,486,000	123,779,000	7,997,000	260,287,000
FMA516 - Corridor Fencing	300,000	-	-	-	-	-	300,000
FMA679 - Building Remodels/Reconfigurations	5,550,000	-	-	-	-	-	5,550,000
FMA680 - Suicide Prevention Research Project	139,000	-	84,000	-	-	-	55,000
FMA687 - Layton Station Improvements2	622,000	-	-	-	-	-	622,000
FMA690 - Facility Program Development & Design	1,050,000	-	-	-	-	-	1,050,000
FMA692 - Warm Springs Upgrades	35,000,000	-	-	35,000,000	-	-	-
FMA693 - Meadowbrook Electrification	3,853,000	-	-	-	-	-	3,853,000
FMA694 - Electric Bus Chargers	6,695,000	-	-	-	-	-	6,695,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	9,750,000	-	-	-	-	-	9,750,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	4,935,000	-	-	140,000	525,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	56,000	-	-
MSP193 - Weber County Corridor Preservation	5,650,000	-	1,500,000	-	-	-	4,150,000
MSP202 - Davis-SLC Community Connector	5,600,000	-	1,455,000	-	4,100,000	-	45,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	2,196,000	-	-	-	165,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	1,404,000	-	-	106,000	-
MSP215 - Sharp/Tintic Rail Corridor Connection	2,290,000	-	-	-	2,000,000	-	290,000
MSP216 - Point of the Mountain Transit	4,000,000	-	2,000,000	-	2,000,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	756,000	-	706,000	-	-	-	50,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	179,000	-	-	-	153,000
MSP248 - Planning & Environmental Analysis	1,500,000	-	-	-	-	-	1,500,000
MSP252 - FrontRunner Strategic Double Tracking Project	10,000,000	-	-	-	10,000,000	-	-
MSP253 - Mid-Valley Connector	100,687,000	-	64,776,000	-	34,911,000	-	1,000,000
MSP254 - TechLink	1,250,000	-	950,000	-	-	-	300,000
MSP255 - Central Corridor	100,000	-	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	11,705,000	11,705,000	-	-	-	-	-
MSP259 - S-Line Extension	15,746,000	-	-	-	12,000,000	-	3,746,000
MSP260 - Westside Express (5600 West)	43,122,000	-	22,600,000	-	20,522,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	6,306,000	-	-	-	-	-	6,306,000
MSP264 - FrontRunner Extension to Payson	8,690,000	-	-	-	7,590,000	-	1,100,000
MSP265 - Program Management Support	14,000,000	-	-	-	-	-	14,000,000
MSP267 - New Maintenance Training Facility	9,086,000	-	-	9,086,000	-	-	-
MSP271 - MOW Training Yard	7,439,000	-	-	7,439,000	-	-	-
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	991,000	-	-	128,000	120,000
MSP283 - ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	5,000,000
MSP286 - Utah County Park & Ride Lots	4,585,000	-	4,264,000	-	-	-	321,000
MSP287 - 900 East UVX Station	3,370,000	-	3,134,000	-	-	-	236,000
MSP288 - Sustainability Project Pool	750,000	-	-	-	-	-	750,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	187,000	-	-	-	19,000
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	3,700,000	-	-	-	-	-	3,700,000
MSP300 - New TRAX platform in South Jordan	6,000,000	-	-	-	-	6,000,000	-
MSP301 - Federal Bus Stops 53392	2,321,000	-	1,855,000	-	-	-	466,000
MSP312 - Point of the Mountain FrontRunner Station	600,000	-	-	-	600,000	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	20,000,000	-	-	20,000,000	-	-	-
REV209 - Paratransit Replacements	26,140,000	-	-	25,940,000	-	-	200,000

2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
REV211 - Replacement Buses	120,100,000	-	-	119,600,000	-	-	500,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000	-
REV224 - Bus Overhaul	7,500,000	-	-	-	-	-	7,500,000
REV232 - Van Pool Van Replacements	9,421,000	-	-	9,421,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	11,000,000	-	-	11,000,000	-	-	-
REV236 - VW Battery Buses	7,391,000	-	3,268,000	-	-	625,000	3,498,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	239,900,000	118,647,000	91,253,000	-	30,000,000	-	-
REV240 - Motor Pool Key Management System2	330,000	-	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)2	500,000	-	-	-	-	-	500,000
REV242 - Replacement Non-rev equipment/special vehicles	2,500,000	-	-	-	-	-	2,500,000
SGR040 - Light Rail Vehicle Rehab	47,500,000	-	30,400,000	-	-	-	17,100,000
SGR047 - LRT Stray Current Control	2,712,000	-	-	-	-	-	2,712,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	2,220,000	-	-	-	-	-	2,220,000
SGR370 - Red Signal Enforcement	10,228,000	-	-	-	-	-	10,228,000
SGR385 - Rail Replacement Program	23,222,000	-	18,577,000	-	-	-	4,645,000
SGR390 - Jordan River #2 Remodel	13,000,000	-	-	13,000,000	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	16,000,000	-	-	-	-	-	16,000,000
SGR393 - Grade Crossing Replacement Program	15,900,000	-	12,720,000	-	-	-	3,180,000
SGR397 - TPSS Component Replacement	20,300,000	-	16,240,000	-	-	-	4,060,000
SGR398 - OCS Rehab/Replace	39,300,000	-	22,704,000	-	-	-	16,596,000
SGR401 - Ballast and Tie replacement	1,500,000	-	-	-	-	-	1,500,000
SGR403 - Train Control Rehab & Replacement	46,729,000	-	-	-	-	-	46,729,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	15,000,000	-	-	-	-	-	15,000,000
SGR407 - Bus Stop Enhancements	5,850,000	-	-	-	-	-	5,850,000
SGR408 - Route End of Line (EOL) Enhancements	6,825,000	-	-	-	-	-	6,825,000
SGR409 - System Restrooms	6,620,000	-	-	-	-	-	6,620,000
SGR410 - Fiber Rehab/Replacement	6,918,000	-	-	-	-	-	6,918,000
SGR411 - Farmington Ped Bridge Repairs2	625,000	-	-	-	-	-	625,000
Enterprise Strategy	34,925,000	-	120,000	-	-	-	34,805,000
ICI001 - Passenger Information	3,200,000	-	-	-	-	-	3,200,000
ICI146 - FrontRunner WiFi Enhancements	550,000	-	-	-	-	-	550,000
ICI173 - JDE System Enhancements	275,000	-	-	-	-	-	275,000
ICI179 - Network Infrastructure Equipment & Software	1,902,000	-	-	-	-	-	1,902,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	120,000	-	-	-	-
ICI186 - In House Application Development	1,000,000	-	-	-	-	-	1,000,000
ICI191 - IT Managed Reserves	2,000,000	-	-	-	-	-	2,000,000
ICI197 - Bus Communications On-Board Technology	1,000,000	-	-	-	-	-	1,000,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	1,760,000	-	-	-	-	-	1,760,000
ICI199 - Rail Communication Onboard Tech	375,000	-	-	-	-	-	375,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	2,186,000	-	-	-	-	-	2,186,000
ICI202 - Radio Comm Infrastructure	275,000	-	-	-	-	-	275,000
ICI214 - APC Upgrade	2,500,000	-	-	-	-	-	2,500,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	450,000	-	-	-	-	-	450,000
ICI226 - New Radio Communication System	9,800,000	-	-	-	-	-	9,800,000
ICI230 - Operations Systems	6,800,000	-	-	-	-	-	6,800,000
ICI231 - United Way Tablet Upgrade2	57,000	-	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	305,000	-	-	-	-	-	305,000
Executive Director (Safety)	8,854,000	-	-	-	-	-	8,854,000
FMA604 - Safety General Projects	535,000	-	-	-	-	-	535,000

2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
FMA645 - Camera Sustainability	3,056,000	-	-	-	-	-	3,056,000
FMA658 - Bus Replacement Camera System	3,100,000	-	-	-	-	-	3,100,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	200,000	-	-	-	-	-	200,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	1,200,000	-	-	-	-	-	1,200,000
Finance	103,387,000	-	20,532,000	-	-	1,420,000	81,435,000
CDA006 - 5310 Administration Funds All Years	1,614,000	-	1,614,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	424,000	-	-	-	-	-	424,000
ICI213 - eVoucher Phase 2	374,000	-	124,000	-	-	-	250,000
ICI222 - ICI222- Fares Systems Replacement Program	30,761,000	-	-	-	-	-	30,761,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 53102	200,000	-	180,000	-	-	20,000	-
MSP221 - FFY 2018 20-1902 Grant O/L 53102	200,000	-	180,000	-	-	20,000	-
MSP222 - FFY 2018 20-1903 P/O 53102	200,000	-	180,000	-	-	20,000	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	50,000	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 53102	1,591,000	-	1,094,000	-	-	497,000	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	615,000	-	385,000	-	-	230,000	-
MSP278 - FFY 2022 UT02023 O/L 5310	835,000	-	572,000	-	-	263,000	-
MSP279 - FFY 2021 UT-2023-013 O/L 53102	425,000	-	425,000	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 53102	752,000	-	752,000	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 53102	289,000	-	289,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	50,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	950,000	-	760,000	-	-	190,000	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	50,000	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	550,000	-	440,000	-	-	110,000	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 53102	350,000	-	280,000	-	-	70,000	-
MSP302 - FFY 2024 O/L 5310	886,000	-	886,000	-	-	-	-
MSP303 - FFY 2023 O/L 5310	860,000	-	860,000	-	-	-	-
MSP304 - FFY 2023 P/O 5310	634,000	-	634,000	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	1,639,000	-	1,639,000	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	3,423,000	-	3,423,000	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	3,324,000	-	3,324,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	1,688,000	-	1,688,000	-	-	-	-
MSP309 - FFY 2024 P/O 5310	653,000	-	653,000	-	-	-	-
MSP999 - Capital Contingency	25,000,000	-	-	-	-	-	25,000,000
REV239 - HB322 Future Rail Car Purchase Payment	25,000,000	-	-	-	-	-	25,000,000
Operations	28,151,000	-	277,000	-	-	-	27,874,000
FMA543 - Police Fleet Vehicles	2,805,000	-	-	-	-	-	2,805,000
FMA652 - Facilities, Equipment Managed Reserve	4,000,000	-	-	-	-	-	4,000,000
FMA653 - Facilities Rehab/Replacement	4,963,000	-	-	-	-	-	4,963,000
FMA672 - Park & Ride Rehab/Replacement	2,000,000	-	-	-	-	-	2,000,000
FMA673 - Stations and Platforms Rehab/Replacement	1,468,000	-	-	-	-	-	1,468,000
FMA684 - Police Managed Reserve	1,350,000	-	-	-	-	-	1,350,000
FMA685 - Wheel Truing Machine JRSC	6,000,000	-	-	-	-	-	6,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot2	250,000	-	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 72	115,000	-	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	277,000	-	-	-	23,000
SGR386 - LRV repairs for 1137 and 1122	4,725,000	-	-	-	-	-	4,725,000
People	4,330,000	-	-	-	-	-	4,330,000
ICI228 - CPO New HRIS system application upgrade	3,750,000	-	-	-	-	-	3,750,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	-	55,000
MSP310 - Bus Training Simulator	525,000	-	-	-	-	-	525,000

2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
Planning & Engagement	10,972,000	-	800,000	-	287,000	1,844,000	8,041,000
MSP198 - Wayfinding Plan	1,350,000	-	-	-	-	-	1,350,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	4,357,000	-	-	-	287,000	-	4,070,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	175,000	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	400,000	-	-	-	-	-	400,000
MSP292 - AOPP: Paratransit Forward Study	214,000	-	182,000	-	-	32,000	-
MSP294 - Planning Studies Managed Reserves	1,855,000	-	-	-	-	150,000	1,705,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	1,555,000	-	-	-	-	1,555,000	-
REV234 - Tooele County Microtransit & Vehicle Electrification	740,000	-	443,000	-	-	107,000	190,000
Grand Total	**1,271,898,000**	**130,352,000**	**330,107,000**	**250,486,000**	**124,066,000**	**11,261,000**	**425,626,000**

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2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
Capital Services	180,438,000	6,330,000	51,872,000	27,234,000	22,486,000	6,497,000	66,019,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	1,490,000	-	-	-	-	-	1,490,000
FMA680 - Suicide Prevention Research Project	139,000	-	84,000	-	-	-	55,000
FMA687 - Layton Station Improvements	72,000	-	-	-	-	-	72,000
FMA690 - Facility Program Development & Design	750,000	-	-	-	-	-	750,000
FMA692 - Warm Springs Upgrades	-	-	-	-	-	-	-
FMA693 - Meadowbrook Electrification	231,000	-	-	-	-	-	231,000
FMA694 - Electric Bus Chargers	-	-	-	-	-	-	-
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	550,000	-	-	-	-	-	550,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	4,935,000	-	-	140,000	525,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	56,000	-	-
MSP193 - Weber County Corridor Preservation	250,000	-	250,000	-	-	-	-
MSP202 - Davis-SLC Community Connector	2,200,000	-	970,000	-	1,200,000	-	30,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	2,196,000	-	-	-	165,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	1,404,000	-	-	106,000	-
MSP215 - Sharp/Tintic Rail Corridor Connection	1,145,000	-	-	-	1,000,000	-	145,000
MSP216 - Point of the Mountain Transit	1,500,000	-	1,500,000	-	-	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	378,000	-	353,000	-	-	-	25,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	179,000	-	-	-	153,000
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	10,000,000	-	-	-	10,000,000	-	-
MSP254 - TechLink	1,250,000	-	950,000	-	-	-	300,000
MSP255 - Central Corridor	100,000	-	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	1,330,000	1,330,000	-	-	-	-	-
MSP259 - S-Line Extension	4,000,000	-	-	-	4,000,000	-	-
MSP260 - Westside Express (5600 West)	3,500,000	-	2,100,000	-	1,400,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	3,554,000	-	-	-	-	-	3,554,000
MSP264 - FrontRunner Extension to Payson	2,530,000	-	-	-	2,530,000	-	-
MSP265 - Program Management Support	2,000,000	-	-	-	-	-	2,000,000
MSP267 - New Maintenance Training Facility	3,143,000	-	-	3,143,000	-	-	-
MSP271 - MOW Training Yard	4,245,000	-	-	4,245,000	-	-	-
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	991,000	-	-	128,000	120,000
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	1,000,000	-	930,000	-	-	-	70,000
MSP287 - 900 East UVX Station	3,370,000	-	3,134,000	-	-	-	236,000
MSP288 - Sustainability Project Pool	350,000	-	-	-	-	-	350,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	187,000	-	-	-	19,000
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Trackir	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	4,500,000	-	-	-	-	4,500,000	-

2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
MSP301 - Federal Bus Stops 5339	802,000	-	641,000	-	-	-	161,000
MSP312 - Point of the Mountain FrontRunner Station	300,000	-	-	-	300,000	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	6,000,000	-	-	6,000,000	-	-	-
REV209 - Paratransit Replacements	5,581,000	-	-	5,541,000	-	-	40,000
REV211 - Replacement Buses	100,000	-	-	-	-	-	100,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	2,305,000	-	-	2,305,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	500,000	-	-	500,000	-	-	-
REV236 - VW Battery Buses	7,391,000	-	3,268,000	-	-	625,000	3,498,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	10,000,000	5,000,000	5,000,000	-	-	-	-
REV240 - Motor Pool Key Management System	330,000	-	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,500,000	-	-	-	-	-	9,500,000
SGR047 - LRT Stray Current Control	511,000	-	-	-	-	-	511,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	400,000	-	-	-	-	-	400,000
SGR370 - Red Signal Enforcement	3,956,000	-	-	-	-	-	3,956,000
SGR385 - Rail Replacement Program	6,100,000	-	4,880,000	-	-	-	1,220,000
SGR390 - Jordan River #2 Remodel	5,500,000	-	-	5,500,000	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	1,000,000	-	-	-	-	-	1,000,000
SGR393 - Grade Crossing Replacement Program	3,000,000	-	2,400,000	-	-	-	600,000
SGR397 - TPSS Component Replacement	16,000,000	-	12,800,000	-	-	-	3,200,000
SGR398 - OCS Rehab/Replace	3,400,000	-	2,720,000	-	-	-	680,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	6,062,000	-	-	-	-	-	6,062,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	-	-	-	-	-	7,000,000
SGR407 - Bus Stop Enhancements	750,000	-	-	-	-	-	750,000
SGR408 - Route End of Line (EOL) Enhancements	225,000	-	-	-	-	-	225,000
SGR409 - System Restrooms	2,135,000	-	-	-	-	-	2,135,000
SGR410 - Fiber Rehab/Replacement	3,352,000	-	-	-	-	-	3,352,000
SGR411 - Farmington Ped Bridge Repairs	65,000	-	-	-	-	-	65,000
Enterprise Strategy	8,050,000	-	120,000	-	-	-	7,930,000
ICI001 - Passenger Information	500,000	-	-	-	-	-	500,000
ICI146 - FrontRunner WiFi Enhancements	250,000	-	-	-	-	-	250,000
ICI173 - JDE System Enhancements	75,000	-	-	-	-	-	75,000
ICI179 - Network Infrastructure Equipment & Software	384,000	-	-	-	-	-	384,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	120,000	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	-	-	-	-	-	250,000
ICI199 - Rail Communication Onboard Tech	100,000	-	-	-	-	-	100,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	369,000	-	-	-	-	-	369,000
ICI202 - Radio Comm Infrastructure	75,000	-	-	-	-	-	75,000

2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
ICI214 - APC Upgrade	300,000	-	-	-	-	-	300,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	-	-	-	-	-	-	-
ICI226 - New Radio Communication System	2,000,000	-	-	-	-	-	2,000,000
ICI230 - Operations Systems	2,400,000	-	-	-	-	-	2,400,000
ICI231 - United Way Tablet Upgrade	57,000	-	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	-	-	-	-	-	-
Executive Director (Safety)	2,448,000	-	-	-	-	-	2,448,000
FMA604 - Safety General Projects	55,000	-	-	-	-	-	55,000
FMA645 - Camera Sustainability	670,000	-	-	-	-	-	670,000
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	-	-	-	-	-	300,000
Finance	28,535,000	-	4,951,000	-	-	1,127,000	22,457,000
CDA006 - 5310 Administration Funds All Years	304,000	-	304,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	116,000	-	-	-	-	-	116,000
ICI213 - eVoucher Phase 2	324,000	-	124,000	-	-	-	200,000
ICI222 - ICI222- Fares Systems Replacement Program	12,141,000	-	-	-	-	-	12,141,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	200,000	-	180,000	-	-	20,000	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	200,000	-	180,000	-	-	20,000	-
MSP222 - FFY 2018 20-1903 P/O 5310	200,000	-	180,000	-	-	20,000	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	50,000	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	1,000,000	-	687,000	-	-	313,000	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	500,000	-	306,000	-	-	194,000	-
MSP278 - FFY 2022 UT02023 O/L 5310	700,000	-	480,000	-	-	220,000	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	300,000	-	300,000	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	500,000	-	500,000	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	200,000	-	200,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	50,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	900,000	-	720,000	-	-	180,000	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	50,000	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	500,000	-	400,000	-	-	100,000	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	300,000	-	240,000	-	-	60,000	-
MSP302 - FFY 2024 O/L 5310	-	-	-	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	-	-	-	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	-	-	-	-	-	-	-
MSP309 - FFY 2024 P/O 5310	-	-	-	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
Operations	6,277,000	-	277,000	-	-	-	6,000,000
FMA543 - Police Fleet Vehicles	605,000	-	-	-	-	-	605,000

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2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	1,433,000	-	-	-	-	-	1,433,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	434,000	-	-	-	-	-	434,000
FMA684 - Police Managed Reserve	250,000	-	-	-	-	-	250,000
FMA685 - Wheel Truing Machine JRSC	500,000	-	-	-	-	-	500,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	250,000	-	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 7	115,000	-	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	277,000	-	-	-	23,000
SGR386 - LRV repairs for 1137 and 1122	1,015,000	-	-	-	-	-	1,015,000
People	1,130,000	-	-	-	-	-	1,130,000
ICI228 - CPO New HRIS system application upgrade	1,000,000	-	-	-	-	-	1,000,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	-	55,000
MSP310 - Bus Training Simulator	75,000	-	-	-	-	-	75,000
Planning & Engagement	3,555,000	-	800,000	-	287,000	1,199,000	1,269,000
MSP198 - Wayfinding Plan	150,000	-	-	-	-	-	150,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	815,000	-	-	-	287,000	-	528,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	175,000	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	-	-	-	-	-	-	-
MSP292 - AOPP: Paratransit Forward Study	214,000	-	182,000	-	-	32,000	-
MSP294 - Planning Studies Managed Reserves	350,000	-	-	-	-	150,000	200,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	910,000	-	-	-	-	910,000	-
REV234 - Tooele County Microtransit & Vehicle Electrification	615,000	-	443,000	-	-	107,000	65,000
Grand Total	**230,433,000**	**6,330,000**	**58,020,000**	**27,234,000**	**22,773,000**	**8,823,000**	**107,253,000**

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2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
Capital Services	$ 275,072,000	$ 8,355,000	$ 92,226,000	$ 63,763,000	$ 50,662,000	$ 1,500,000	$ 58,566,000
FMA516 - Corridor Fencing	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ 60,000
FMA679 - Building Remodels/Reconfigurations	$ 1,290,000	$ -	$ -	$ -	$ -	$ -	$ 1,290,000
FMA680 - Suicide Prevention Research Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA687 - Layton Station Improvements	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000
FMA690 - Facility Program Development & Design	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
FMA692 - Warm Springs Upgrades	$ 3,500,000	$ -	$ -	$ 3,500,000	$ -	$ -	$ -
FMA693 - Meadowbrook Electrification	$ 1,786,000	$ -	$ -	$ -	$ -	$ -	$ 1,786,000
FMA694 - Electric Bus Chargers	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
FMA695 - Facility Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP102 - Depot District	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP140 - Box Elder County Corridor Preservation	$ 2,300,000	$ -	$ -	$ -	$ -	$ -	$ 2,300,000
MSP185 - Ogden/Weber State University BRT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP189 - Signal Pre-emption Projects w/UDOT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP193 - Weber County Corridor Preservation	$ 2,700,000	$ -	$ 625,000	$ -	$ -	$ -	$ 2,075,000
MSP202 - Davis-SLC Community Connector	$ 3,400,000	$ -	$ 485,000	$ -	$ 2,900,000	$ -	$ 15,000
MSP207 - 3300/3500 South Max EXP\Optimization	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP208 - Clearfield FR Station Trail	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP215 - Sharp/Tintic Rail Corridor Connection	$ 1,145,000	$ -	$ -	$ -	$ 1,000,000	$ -	$ 145,000
MSP216 - Point of the Mountain Transit	$ 500,000	$ -	$ 500,000	$ -	$ -	$ -	$ -
MSP224 - UTA ADA Bus Stop Improvements UTCO	$ 378,000	$ -	$ 353,000	$ -	$ -	$ -	$ 25,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP240 - Operator Restrooms throughout System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP248 - Planning & Environmental Analysis	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
MSP252 - FrontRunner Strategic Double Tracking Project	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000	$ -	$ -
MSP253 - Mid-Valley Connector	$ 45,700,000	$ -	$ 33,705,000	$ -	$ 11,495,000	$ -	$ 500,000
MSP254 - TechLink	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP255 - Central Corridor	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP258 - Mt. Ogden Amin Bldg. Expansion	$ 5,355,000	$ 5,355,000	$ -	$ -	$ -	$ -	$ -
MSP259 - S-Line Extension	$ 11,746,000	$ -	$ -	$ -	$ 8,000,000	$ -	$ 3,746,000
MSP260 - Westside Express (5600 West)	$ 16,500,000	$ -	$ 9,063,000	$ -	$ 7,437,000	$ -	$ -
MSP262 - SLCentral HQ Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP263 - TOD Working Capital	$ 688,000	$ -	$ -	$ -	$ -	$ -	$ 688,000
MSP264 - FrontRunner Extension to Payson	$ 3,080,000	$ -	$ -	$ -	$ 2,530,000	$ -	$ 550,000
MSP265 - Program Management Support	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
MSP267 - New Maintenance Training Facility	$ 5,229,000	$ -	$ -	$ 5,229,000	$ -	$ -	$ -
MSP271 - MOW Training Yard	$ 2,607,000	$ -	$ -	$ 2,607,000	$ -	$ -	$ -
MSP272 - TRAX Operational Simulator	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP274 - Historic Utah Southern Rail Trail	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP275 - Station Area Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP283 - ROW & Facility Property Opportunity Buy	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
MSP286 - Utah County Park & Ride Lots	$ 3,585,000	$ -	$ 3,334,000	$ -	$ -	$ -	$ 251,000
MSP287 - 900 East UVX Station	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP288 - Sustainability Project Pool	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	$ 3,700,000	$ -	$ -	$ -	$ -	$ -	$ 3,700,000
MSP300 - New TRAX platform in South Jordan	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000	$ -
MSP301 - Federal Bus Stops 5339	$ 802,000	$ -	$ 641,000	$ -	$ -	$ -	$ 161,000
MSP312 - Point of the Mountain FrontRunner Station	$ 300,000	$ -	$ -	$ -	$ 300,000	$ -	$ -

2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
MSP313 - Electric Charger Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV205 - Replacement Non-Revenue Support Vehicles	$ 5,000,000	$ -	$ -	$ 5,000,000	$ -	$ -	$ -
REV209 - Paratransit Replacements	$ 4,851,000	$ -	$ -	$ 4,811,000	$ -	$ -	$ 40,000
REV211 - Replacement Buses	$ 30,000,000	$ -	$ -	$ 29,900,000	$ -	$ -	$ 100,000
REV212 - Park City Lo/No Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV224 - Bus Overhaul	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
REV232 - Van Pool Van Replacements	$ 1,716,000	$ -	$ -	$ 1,716,000	$ -	$ -	$ -
REV233 - Commuter Rail Vehicle Procurement - Used	$ 5,500,000	$ -	$ -	$ 5,500,000	$ -	$ -	$ -
REV236 - VW Battery Buses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV238 - SD100/SD160 Light Rail Vehicle Replacement	$ 36,000,000	$ 3,000,000	$ 18,000,000	$ -	$ 15,000,000	$ -	$ -
REV240 - Motor Pool Key Management System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV241 - NRV Ancillary Equipment (Trailers, etc.)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
REV242 - Replacement Non-rev equipment/special vehicles	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
SGR040 - Light Rail Vehicle Rehab	$ 11,000,000	$ -	$ 8,800,000	$ -	$ -	$ -	$ 2,200,000
SGR047 - LRT Stray Current Control	$ 526,000	$ -	$ -	$ -	$ -	$ -	$ 526,000
SGR353 - Commuter Rail Engine Overhaul	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SGR359 - Bridge Rehabilitation & Maintenance	$ 420,000	$ -	$ -	$ -	$ -	$ -	$ 420,000
SGR370 - Red Signal Enforcement	$ 3,409,000	$ -	$ -	$ -	$ -	$ -	$ 3,409,000
SGR385 - Rail Replacement Program	$ 6,200,000	$ -	$ 4,960,000	$ -	$ -	$ -	$ 1,240,000
SGR390 - Jordan River #2 Remodel	$ 5,500,000	$ -	$ -	$ 5,500,000	$ -	$ -	$ -
SGR391 - Commuter Rail Vehicle Rehab and Replacement	$ 3,750,000	$ -	$ -	$ -	$ -	$ -	$ 3,750,000
SGR393 - Grade Crossing Replacement Program	$ 4,500,000	$ -	$ 3,600,000	$ -	$ -	$ -	$ 900,000
SGR397 - TPSS Component Replacement	$ 4,300,000	$ -	$ 3,440,000	$ -	$ -	$ -	$ 860,000
SGR398 - OCS Rehab/Replace	$ 5,900,000	$ -	$ 4,720,000	$ -	$ -	$ -	$ 1,180,000
SGR401 - Ballast and Tie replacement	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
SGR403 - Train Control Rehab & Replacement	$ 10,900,000	$ -	$ -	$ -	$ -	$ -	$ 10,900,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
SGR407 - Bus Stop Enhancements	$ 1,275,000	$ -	$ -	$ -	$ -	$ -	$ 1,275,000
SGR408 - Route End of Line (EOL) Enhancements	$ 1,650,000	$ -	$ -	$ -	$ -	$ -	$ 1,650,000
SGR409 - System Restrooms	$ 2,245,000	$ -	$ -	$ -	$ -	$ -	$ 2,245,000
SGR410 - Fiber Rehab/Replacement	$ 1,519,000	$ -	$ -	$ -	$ -	$ -	$ 1,519,000
SGR411 - Farmington Ped Bridge Repairs	$ 560,000	$ -	$ -	$ -	$ -	$ -	$ 560,000
Enterprise Strategy	$ 14,328,000	$ -	$ -	$ -	$ -	$ -	$ 14,328,000
ICI001 - Passenger Information	$ 1,350,000	$ -	$ -	$ -	$ -	$ -	$ 1,350,000
ICI146 - FrontRunner WiFi Enhancements	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
ICI173 - JDE System Enhancements	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
ICI179 - Network Infrastructure Equipment & Software	$ 939,000	$ -	$ -	$ -	$ -	$ -	$ 939,000
ICI185 - WFRC Grant for Passenger Info Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI186 - In House Application Development	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
ICI191 - IT Managed Reserves	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
ICI197 - Bus Communications On-Board Technology	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	$ 260,000	$ -	$ -	$ -	$ -	$ -	$ 260,000
ICI199 - Rail Communication Onboard Tech	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	$ 394,000	$ -	$ -	$ -	$ -	$ -	$ 394,000
ICI202 - Radio Comm Infrastructure	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
ICI214 - APC Upgrade	$ 850,000	$ -	$ -	$ -	$ -	$ -	$ 850,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI217 - Transit Management System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI224 - JDE 9.2 Applications Upgrade UNx	$ 225,000	$ -	$ -	$ -	$ -	$ -	$ 225,000

2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
ICI226 - New Radio Communication System	$ 7,000,000	$ -	$ -	$ -	$ -	$ -	$ 7,000,000
ICI230 - Operations Systems	$ 2,150,000	$ -	$ -	$ -	$ -	$ -	$ 2,150,000
ICI231 - United Way Tablet Upgrade	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ 60,000
Executive Director (Safety)	$ 1,736,000	$ -	$ -	$ -	$ -	$ -	$ 1,736,000
FMA604 - Safety General Projects	$ 120,000	$ -	$ -	$ -	$ -	$ -	$ 120,000
FMA645 - Camera Sustainability	$ 656,000	$ -	$ -	$ -	$ -	$ -	$ 656,000
FMA658 - Bus Replacement Camera System	$ 620,000	$ -	$ -	$ -	$ -	$ -	$ 620,000
FMA681 - Arc Flash Analysis	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI140 - Next Crossing Cameras	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ 40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
Finance	$ 19,110,000	$ -	$ 3,677,000	$ -	$ -	$ 293,000	$ 15,140,000
CDA006 - 5310 Administration Funds All Years	$ 313,000	$ -	$ 313,000	$ -	$ -	$ -	$ -
FMA686 - Warehouse Equipment Managed Reserve	$ 94,000	$ -	$ -	$ -	$ -	$ -	$ 94,000
ICI213 - eVoucher Phase 2	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
ICI222 - ICI222- Fares Systems Replacement Program	$ 4,996,000	$ -	$ -	$ -	$ -	$ -	$ 4,996,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP221 - FFY 2018 20-1902 Grant O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP222 - FFY 2018 20-1903 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP276 - FFY 2022 UT 2023 SL/WV 5310	$ 591,000	$ -	$ 407,000	$ -	$ -	$ 184,000	$ -
MSP277 - FFY 2022 UT-2023-024 P/O 5310	$ 115,000	$ -	$ 79,000	$ -	$ -	$ 36,000	$ -
MSP278 - FFY 2022 UT02023 O/L 5310	$ 135,000	$ -	$ 92,000	$ -	$ -	$ 43,000	$ -
MSP279 - FFY 2021 UT-2023-013 O/L 5310	$ 125,000	$ -	$ 125,000	$ -	$ -	$ -	$ -
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	$ 252,000	$ -	$ 252,000	$ -	$ -	$ -	$ -
MSP281 - FFY 2021 UT-2023-023 P/O 5310	$ 89,000	$ -	$ 89,000	$ -	$ -	$ -	$ -
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	$ 50,000	$ -	$ 40,000	$ -	$ -	$ 10,000	$ -
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	$ 50,000	$ -	$ 40,000	$ -	$ -	$ 10,000	$ -
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	$ 50,000	$ -	$ 40,000	$ -	$ -	$ 10,000	$ -
MSP302 - FFY 2024 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP303 - FFY 2023 O/L 5310	$ 700,000	$ -	$ 700,000	$ -	$ -	$ -	$ -
MSP304 - FFY 2023 P/O 5310	$ 500,000	$ -	$ 500,000	$ -	$ -	$ -	$ -
MSP305 - FFY 2023 SL/WV 5310	$ 1,000,000	$ -	$ 1,000,000	$ -	$ -	$ -	$ -
MSP306 - FFY 2026 All UZAs 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP307 - FFY 2025 All UZAs 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP308 - FFY 2024 SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP309 - FFY 2024 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP999 - Capital Contingency	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
Operations	$ 10,249,000	$ -	$ -	$ -	$ -	$ -	$ 10,249,000
FMA543 - Police Fleet Vehicles	$ 605,000	$ -	$ -	$ -	$ -	$ -	$ 605,000
FMA652 - Facilities, Equipment Managed Reserve	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000
FMA653 - Facilities Rehab/Replacement	$ 1,130,000	$ -	$ -	$ -	$ -	$ -	$ 1,130,000
FMA672 - Park & Ride Rehab/Replacement	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
FMA673 - Stations and Platforms Rehab/Replacement	$ 434,000	$ -	$ -	$ -	$ -	$ -	$ 434,000
FMA684 - Police Managed Reserve	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ 275,000
FMA685 - Wheel Truing Machine JRSC	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000

2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
FMA688 - Lab Building FLHQ Demolition/Parking Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA689 - New Bid Trailer for MB building 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP210 - FrontRunner Bike Rack project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SGR386 - LRV repairs for 1137 and 1122	$ 3,105,000	$ -	$ -	$ -	$ -	$ -	$ 3,105,000
People	$ 2,020,000	$ -	$ -	$ -	$ -	$ -	$ 2,020,000
ICI228 - CPO New HRIS system application upgrade	$ 1,570,000	$ -	$ -	$ -	$ -	$ -	$ 1,570,000
MSP291 - CareATC Location Build Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP310 - Bus Training Simulator	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ 450,000
Planning & Engagement	$ 3,444,000	$ -	$ -	$ -	$ -	$ 603,000	$ 2,841,000
MSP198 - Wayfinding Plan	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	$ 1,711,000	$ -	$ -	$ -	$ -	$ -	$ 1,711,000
MSP284 - Route Planning Restoration using Equity Index	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP285 - Bus Speed and Reliability Program (BSRP)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
MSP292 - AOPP: Paratransit Forward Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP294 - Planning Studies Managed Reserves	$ 605,000	$ -	$ -	$ -	$ -	$ -	$ 605,000
MSP314 - One-Time UTA On Demand Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	$ 603,000	$ -	$ -	$ -	$ -	$ 603,000	$ -
REV234 - Tooele County Microtransit & Vehicle Electrification	$ 125,000	$ -	$ -	$ -	$ -	$ -	$ 125,000
Grand Total	**$ 325,959,000**	**$ 8,355,000**	**$ 95,903,000**	**$ 63,763,000**	**$ 50,662,000**	**$ 2,396,000**	##########

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2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget-Bonds	2026 Total Budget-Grants Award Executed	2026 Total Budget-Lease	2026 Total Budget-State	2026 Total Budget-Local Partner	2026 Total Budget-UTA Funds
Capital Services	$ 228,033,000	$ 8,020,000	$ 74,901,000	$ 52,879,000	$ 39,446,000	$ -	$ 52,787,000
FMA516 - Corridor Fencing	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ 60,000
FMA679 - Building Remodels/Reconfigurations	$ 1,190,000	$ -	$ -	$ -	$ -	$ -	$ 1,190,000
FMA680 - Suicide Prevention Research Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA687 - Layton Station Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA690 - Facility Program Development & Design	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
FMA692 - Warm Springs Upgrades	$ 6,000,000	$ -	$ -	$ 6,000,000	$ -	$ -	$ -
FMA693 - Meadowbrook Electrification	$ 1,836,000	$ -	$ -	$ -	$ -	$ -	$ 1,836,000
FMA694 - Electric Bus Chargers	$ 2,065,000	$ -	$ -	$ -	$ -	$ -	$ 2,065,000
FMA695 - Facility Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP102 - Depot District	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP140 - Box Elder County Corridor Preservation	$ 2,300,000	$ -	$ -	$ -	$ -	$ -	$ 2,300,000
MSP185 - Ogden/Weber State University BRT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP189 - Signal Pre-emption Projects w/UDOT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP193 - Weber County Corridor Preservation	$ 2,700,000	$ -	$ 625,000	$ -	$ -	$ -	$ 2,075,000
MSP202 - Davis-SLC Community Connector	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP207 - 3300/3500 South Max EXP\Optimization	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP208 - Clearfield FR Station Trail	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP215 - Sharp/Tintic Rail Corridor Connection	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP216 - Point of the Mountain Transit	$ 500,000	$ -	$ -	$ -	$ 500,000	$ -	$ -
MSP224 - UTA ADA Bus Stop Improvements UTCO	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP240 - Operator Restrooms throughout System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP248 - Planning & Environmental Analysis	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
MSP252 - FrontRunner Strategic Double Tracking Project	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000	$ -	$ -
MSP253 - Mid-Valley Connector	$ 44,987,000	$ -	$ 31,071,000	$ -	$ 13,416,000	$ -	$ 500,000
MSP254 - TechLink	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP255 - Central Corridor	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP258 - Mt. Ogden Amin Bldg. Expansion	$ 5,020,000	$ 5,020,000	$ -	$ -	$ -	$ -	$ -
MSP259 - S-Line Extension	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP260 - Westside Express (5600 West)	$ 15,000,000	$ -	$ 9,000,000	$ -	$ 6,000,000	$ -	$ -
MSP262 - SLCentral HQ Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP263 - TOD Working Capital	$ 688,000	$ -	$ -	$ -	$ -	$ -	$ 688,000
MSP264 - FrontRunner Extension to Payson	$ 3,080,000	$ -	$ -	$ -	$ 2,530,000	$ -	$ 550,000
MSP265 - Program Management Support	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
MSP267 - New Maintenance Training Facility	$ 714,000	$ -	$ -	$ 714,000	$ -	$ -	$ -
MSP271 - MOW Training Yard	$ 587,000	$ -	$ -	$ 587,000	$ -	$ -	$ -
MSP272 - TRAX Operational Simulator	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP274 - Historic Utah Southern Rail Trail	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP275 - Station Area Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP283 - ROW & Facility Property Opportunity Buy	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
MSP286 - Utah County Park & Ride Lots	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP287 - 900 East UVX Station	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP288 - Sustainability Project Pool	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP300 - New TRAX platform in South Jordan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP301 - Federal Bus Stops 5339	$ 717,000	$ -	$ 573,000	$ -	$ -	$ -	$ 144,000
MSP313 - Electric Charger Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV205 - Replacement Non-Revenue Support Vehicles	$ 3,000,000	$ -	$ -	$ 3,000,000	$ -	$ -	$ -
REV209 - Paratransit Replacements	$ 3,961,000	$ -	$ -	$ 3,921,000	$ -	$ -	$ 40,000
REV211 - Replacement Buses	$ 30,000,000	$ -	$ -	$ 29,900,000	$ -	$ -	$ 100,000

2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget-Bonds	2026 Total Budget-Grants Award Executed	2026 Total Budget-Lease	2026 Total Budget-State	2026 Total Budget-Local Partner	2026 Total Budget-UTA Funds
REV212 - Park City Lo/No Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV224 - Bus Overhaul	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
REV232 - Van Pool Van Replacements	$ 1,757,000	$ -	$ -	$ 1,757,000	$ -	$ -	$ -
REV233 - Commuter Rail Vehicle Procurement - Used	$ 5,000,000	$ -	$ -	$ 5,000,000	$ -	$ -	$ -
REV236 - VW Battery Buses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV238 - SD100/SD160 Light Rail Vehicle Replacement	$ 36,000,000	$ 3,000,000	$ 18,000,000	$ -	$ 15,000,000	$ -	$ -
REV240 - Motor Pool Key Management System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REV241 - NRV Ancillary Equipment (Trailers, etc.)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
REV242 - Replacement Non-rev equipment/special vehicles	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
SGR040 - Light Rail Vehicle Rehab	$ 9,000,000	$ -	$ 7,200,000	$ -	$ -	$ -	$ 1,800,000
SGR047 - LRT Stray Current Control	$ 542,000	$ -	$ -	$ -	$ -	$ -	$ 542,000
SGR353 - Commuter Rail Engine Overhaul	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SGR359 - Bridge Rehabilitation & Maintenance	$ 440,000	$ -	$ -	$ -	$ -	$ -	$ 440,000
SGR370 - Red Signal Enforcement	$ 2,863,000	$ -	$ -	$ -	$ -	$ -	$ 2,863,000
SGR385 - Rail Replacement Program	$ 2,435,000	$ -	$ 1,948,000	$ -	$ -	$ -	$ 487,000
SGR390 - Jordan River #2 Remodel	$ 2,000,000	$ -	$ -	$ 2,000,000	$ -	$ -	$ -
SGR391 - Commuter Rail Vehicle Rehab and Replacement	$ 3,750,000	$ -	$ -	$ -	$ -	$ -	$ 3,750,000
SGR393 - Grade Crossing Replacement Program	$ 2,200,000	$ -	$ 1,760,000	$ -	$ -	$ -	$ 440,000
SGR397 - TPSS Component Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SGR398 - OCS Rehab/Replace	$ 10,000,000	$ -	$ 4,724,000	$ -	$ -	$ -	$ 5,276,000
SGR401 - Ballast and Tie replacement	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
SGR403 - Train Control Rehab & Replacement	$ 9,467,000	$ -	$ -	$ -	$ -	$ -	$ 9,467,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	$ 4,500,000	$ -	$ -	$ -	$ -	$ -	$ 4,500,000
SGR407 - Bus Stop Enhancements	$ 1,275,000	$ -	$ -	$ -	$ -	$ -	$ 1,275,000
SGR408 - Route End of Line (EOL) Enhancements	$ 1,650,000	$ -	$ -	$ -	$ -	$ -	$ 1,650,000
SGR409 - System Restrooms	$ 1,120,000	$ -	$ -	$ -	$ -	$ -	$ 1,120,000
SGR410 - Fiber Rehab/Replacement	$ 679,000	$ -	$ -	$ -	$ -	$ -	$ 679,000
SGR411 - Farmington Ped Bridge Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Enterprise Strategy	$ 6,274,000	$ -	$ -	$ -	$ -	$ -	$ 6,274,000
ICI001 - Passenger Information	$ 1,350,000	$ -	$ -	$ -	$ -	$ -	$ 1,350,000
ICI146 - FrontRunner WiFi Enhancements	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
ICI173 - JDE System Enhancements	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
ICI179 - Network Infrastructure Equipment & Software	$ 279,000	$ -	$ -	$ -	$ -	$ -	$ 279,000
ICI185 - WFRC Grant for Passenger Info Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI186 - In House Application Development	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
ICI191 - IT Managed Reserves	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
ICI197 - Bus Communications On-Board Technology	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	$ 475,000	$ -	$ -	$ -	$ -	$ -	$ 475,000
ICI199 - Rail Communication Onboard Tech	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ 75,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
ICI202 - Radio Comm Infrastructure	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
ICI214 - APC Upgrade	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ 750,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI217 - Transit Management System	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI224 - JDE 9.2 Applications Upgrade UNx	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI226 - New Radio Communication System	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
ICI230 - Operations Systems	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
ICI231 - United Way Tablet Upgrade	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	$ 145,000	$ -	$ -	$ -	$ -	$ -	$ 145,000
Executive Director (Safety)	$ 1,725,000	$ -	$ -	$ -	$ -	$ -	$ 1,725,000
FMA604 - Safety General Projects	$ 120,000	$ -	$ -	$ -	$ -	$ -	$ 120,000
FMA645 - Camera Sustainability	$ 645,000	$ -	$ -	$ -	$ -	$ -	$ 645,000

2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget-Bonds	2026 Total Budget-Grants Award Executed	2026 Total Budget-Lease	2026 Total Budget-State	2026 Total Budget-Local Partner	2026 Total Budget-UTA Funds
FMA658 - Bus Replacement Camera System	$ 620,000	$ -	$ -	$ -	$ -	$ -	$ 620,000
FMA681 - Arc Flash Analysis	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI140 - Next Crossing Cameras	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ 40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
Finance	$ 18,780,000	$ -	$ 3,456,000	$ -	$ -	$ -	$ 15,324,000
CDA006 - 5310 Administration Funds All Years	$ 323,000	$ -	$ 323,000	$ -	$ -	$ -	$ -
FMA686 - Warehouse Equipment Managed Reserve	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ 55,000
ICI213 - eVoucher Phase 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ICI222 - ICI222- Fares Systems Replacement Program	$ 5,269,000	$ -	$ -	$ -	$ -	$ -	$ 5,269,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP221 - FFY 2018 20-1902 Grant O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP222 - FFY 2018 20-1903 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP276 - FFY 2022 UT 2023 SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP277 - FFY 2022 UT-2023-024 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP278 - FFY 2022 UT02023 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP279 - FFY 2021 UT-2023-013 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP281 - FFY 2021 UT-2023-023 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP302 - FFY 2024 O/L 5310	$ 700,000	$ -	$ 700,000	$ -	$ -	$ -	$ -
MSP303 - FFY 2023 O/L 5310	$ 160,000	$ -	$ 160,000	$ -	$ -	$ -	$ -
MSP304 - FFY 2023 P/O 5310	$ 134,000	$ -	$ 134,000	$ -	$ -	$ -	$ -
MSP305 - FFY 2023 SL/WV 5310	$ 639,000	$ -	$ 639,000	$ -	$ -	$ -	$ -
MSP306 - FFY 2026 All UZAs 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP307 - FFY 2025 All UZAs 5310	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP308 - FFY 2024 SL/WV 5310	$ 1,000,000	$ -	$ 1,000,000	$ -	$ -	$ -	$ -
MSP309 - FFY 2024 P/O 5310	$ 500,000	$ -	$ 500,000	$ -	$ -	$ -	$ -
MSP999 - Capital Contingency	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
Operations	$ 5,685,000	$ -	$ -	$ -	$ -	$ -	$ 5,685,000
FMA543 - Police Fleet Vehicles	$ 605,000	$ -	$ -	$ -	$ -	$ -	$ 605,000
FMA652 - Facilities, Equipment Managed Reserve	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000
FMA653 - Facilities Rehab/Replacement	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000
FMA672 - Park & Ride Rehab/Replacement	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
FMA673 - Stations and Platforms Rehab/Replacement	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
FMA684 - Police Managed Reserve	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ 275,000
FMA685 - Wheel Truing Machine JRSC	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 2,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA689 - New Bid Trailer for MB building 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP210 - FrontRunner Bike Rack project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SGR386 - LRV repairs for 1137 and 1122	$ 605,000	$ -	$ -	$ -	$ -	$ -	$ 605,000
People	$ 1,180,000	$ -	$ -	$ -	$ -	$ -	$ 1,180,000
ICI228 - CPO New HRIS system application upgrade	$ 1,180,000	$ -	$ -	$ -	$ -	$ -	$ 1,180,000
MSP291 - CareATC Location Build Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP310 - Bus Training Simulator	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Planning & Engagement	$ 1,675,000	$ -	$ -	$ -	$ -	$ 42,000	$ 1,633,000

2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget-Bonds	2026 Total Budget-Grants Award Executed	2026 Total Budget-Lease	2026 Total Budget-State	2026 Total Budget-Local Partner	2026 Total Budget-UTA Funds
MSP198 - Wayfinding Plan	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	$ 933,000	$ -	$ -	$ -	$ -	$ -	$ 933,000
MSP284 - Route Planning Restoration using Equity Index	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP285 - Bus Speed and Reliability Program (BSRP)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
MSP292 - AOPP: Paratransit Forward Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP294 - Planning Studies Managed Reserves	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
MSP314 - One-Time UTA On Demand Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	$ 42,000	$ -	$ -	$ -	$ -	$ 42,000	$ -
REV234 - Tooele County Microtransit & Vehicle Electrification	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grand Total	**$ 263,352,000**	**$ 8,020,000**	**$ 78,357,000**	**$ 52,879,000**	**$ 39,446,000**	**$ 42,000**	**$ 84,608,000**

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2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
Capital Services	168,750,000	18,950,000	40,473,000	60,440,000	8,185,000	-	40,702,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	1,040,000	-	-	-	-	-	1,040,000
FMA680 - Suicide Prevention Research Project	-	-	-	-	-	-	-
FMA687 - Layton Station Improvements	-	-	-	-	-	-	-
FMA690 - Facility Program Development & Design	-	-	-	-	-	-	-
FMA692 - Warm Springs Upgrades	20,000,000	-	-	20,000,000	-	-	-
FMA693 - Meadowbrook Electrification	-	-	-	-	-	-	-
FMA694 - Electric Bus Chargers	2,065,000	-	-	-	-	-	2,065,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	-	-	-	-	-	-	-
MSP140 - Box Elder County Corridor Preservation	2,300,000	-	-	-	-	-	2,300,000
MSP185 - Ogden/Weber State University BRT	-	-	-	-	-	-	-
MSP189 - Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-
MSP193 - Weber County Corridor Preservation	-	-	-	-	-	-	-
MSP202 - Davis-SLC Community Connector	-	-	-	-	-	-	-
MSP207 - 3300/3500 South Max EXP\Optimization	-	-	-	-	-	-	-
MSP208 - Clearfield FR Station Trail	-	-	-	-	-	-	-
MSP215 - Sharp/Tintic Rail Corridor Connection	-	-	-	-	-	-	-
MSP216 - Point of the Mountain Transit	500,000	-	-	-	500,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	-	-	-	-	-	-	-
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	-	-	-	-	-	-	-
MSP240 - Operator Restrooms throughout System	-	-	-	-	-	-	-
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	-	-	-	-	-	-	-
MSP254 - TechLink	-	-	-	-	-	-	-
MSP255 - Central Corridor	-	-	-	-	-	-	-
MSP258 - Mt. Ogden Amin Bldg. Expansion	-	-	-	-	-	-	-
MSP259 - S-Line Extension	-	-	-	-	-	-	-
MSP260 - Westside Express (5600 West)	8,122,000	-	2,437,000	-	5,685,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	688,000	-	-	-	-	-	688,000
MSP264 - FrontRunner Extension to Payson	-	-	-	-	-	-	-
MSP265 - Program Management Support	3,000,000	-	-	-	-	-	3,000,000
MSP267 - New Maintenance Training Facility	-	-	-	-	-	-	-
MSP271 - MOW Training Yard	-	-	-	-	-	-	-
MSP272 - TRAX Operational Simulator	-	-	-	-	-	-	-
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	-	-	-	-	-	-	-
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	-	-	-	-	-	-	-
MSP287 - 900 East UVX Station	-	-	-	-	-	-	-
MSP288 - Sustainability Project Pool	100,000	-	-	-	-	-	100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	-	-	-	-	-	-	-
MSP301 - Federal Bus Stops 5339	-	-	-	-	-	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-

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2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
REV205 - Replacement Non-Revenue Support Vehicles	3,000,000	-	-	3,000,000	-	-	-
REV209 - Paratransit Replacements	5,780,000	-	-	5,740,000	-	-	40,000
REV211 - Replacement Buses	30,000,000	-	-	29,900,000	-	-	100,000
REV212 - Park City Lo/No Grant	-	-	-	-	-	-	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	1,800,000	-	-	1,800,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-
REV236 - VW Battery Buses	-	-	-	-	-	-	-
REV238 - SD100/SD160 Light Rail Vehicle Replacement	37,900,000	18,950,000	18,950,000	-	-	-	-
REV240 - Motor Pool Key Management System	-	-	-	-	-	-	-
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,000,000	-	7,200,000	-	-	-	1,800,000
SGR047 - LRT Stray Current Control	558,000	-	-	-	-	-	558,000
SGR353 - Commuter Rail Engine Overhaul	-	-	-	-	-	-	-
SGR359 - Bridge Rehabilitation & Maintenance	460,000	-	-	-	-	-	460,000
SGR370 - Red Signal Enforcement	-	-	-	-	-	-	-
SGR385 - Rail Replacement Program	4,500,000	-	3,600,000	-	-	-	900,000
SGR390 - Jordan River #2 Remodel	-	-	-	-	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	3,750,000
SGR393 - Grade Crossing Replacement Program	2,200,000	-	1,760,000	-	-	-	440,000
SGR397 - TPSS Component Replacement	-	-	-	-	-	-	-
SGR398 - OCS Rehab/Replace	10,000,000	-	6,526,000	-	-	-	3,474,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	9,900,000	-	-	-	-	-	9,900,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	1,600,000	-	-	-	-	-	1,600,000
SGR407 - Bus Stop Enhancements	1,275,000	-	-	-	-	-	1,275,000
SGR408 - Route End of Line (EOL) Enhancements	1,650,000	-	-	-	-	-	1,650,000
SGR409 - System Restrooms	1,120,000	-	-	-	-	-	1,120,000
SGR410 - Fiber Rehab/Replacement	682,000	-	-	-	-	-	682,000
SGR411 - Farmington Ped Bridge Repairs	-	-	-	-	-	-	-
Enterprise Strategy	3,398,000	-	-	-	-	-	3,398,000
ICI001 - Passenger Information	-	-	-	-	-	-	-
ICI146 - FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	50,000
ICI173 - JDE System Enhancements	50,000	-	-	-	-	-	50,000
ICI179 - Network Infrastructure Equipment & Software	150,000	-	-	-	-	-	150,000
ICI185 - WFRC Grant for Passenger Info Improvements	-	-	-	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	-	-	-	-	-	250,000
ICI199 - Rail Communication Onboard Tech	50,000	-	-	-	-	-	50,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	173,000	-	-	-	-	-	173,000
ICI202 - Radio Comm Infrastructure	50,000	-	-	-	-	-	50,000
ICI214 - APC Upgrade	600,000	-	-	-	-	-	600,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	-	-	-	-	-	-	-
ICI217 - Transit Management System	-	-	-	-	-	-	-
ICI224 - JDE 9.2 Applications Upgrade UNx	225,000	-	-	-	-	-	225,000
ICI226 - New Radio Communication System	150,000	-	-	-	-	-	150,000

2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
ICI230 - Operations Systems	750,000	-	-	-	-	-	750,000
ICI231 - United Way Tablet Upgrade	-	-	-	-	-	-	-
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	100,000	-	-	-	-	-	100,000
Executive Director (Safety)	1,716,000	-	-	-	-	-	1,716,000
FMA604 - Safety General Projects	120,000	-	-	-	-	-	120,000
FMA645 - Camera Sustainability	636,000	-	-	-	-	-	636,000
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	-	-	-	-	-	-	-
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	-	-	-	-	-	300,000
Finance	16,496,000	-	4,359,000	-	-	-	12,137,000
CDA006 - 5310 Administration Funds All Years	332,000	-	332,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	123,000	-	-	-	-	-	123,000
ICI213 - eVoucher Phase 2	-	-	-	-	-	-	-
ICI222 - ICI222- Fares Systems Replacement Program	2,014,000	-	-	-	-	-	2,014,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	-	-	-	-	-	-	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	-	-	-	-	-	-	-
MSP222 - FFY 2018 20-1903 P/O 5310	-	-	-	-	-	-	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	-	-	-	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	-	-	-	-	-	-	-
MSP278 - FFY 2022 UT02023 O/L 5310	-	-	-	-	-	-	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	-	-	-	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	-	-	-	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	-	-	-	-	-	-	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	-	-	-	-	-	-	-
MSP302 - FFY 2024 O/L 5310	186,000	-	186,000	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	3,000,000	-	3,000,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	688,000	-	688,000	-	-	-	-
MSP309 - FFY 2024 P/O 5310	153,000	-	153,000	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
Operations	3,080,000	-	-	-	-	-	3,080,000
FMA543 - Police Fleet Vehicles	605,000	-	-	-	-	-	605,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	800,000	-	-	-	-	-	800,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	200,000	-	-	-	-	-	200,000
FMA684 - Police Managed Reserve	275,000	-	-	-	-	-	275,000
FMA685 - Wheel Truing Machine JRSC	-	-	-	-	-	-	-
FMA688 - Lab Building FLHQ Demolition/Parking Lot	-	-	-	-	-	-	-

2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
FMA689 - New Bid Trailer for MB building 7	-	-	-	-	-	-	-
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	-	-	-	-	-	-	-
MSP210 - FrontRunner Bike Rack project	-	-	-	-	-	-	-
SGR386 - LRV repairs for 1137 and 1122	-	-	-	-	-	-	-
People	-	-	-	-	-	-	-
ICI228 - CPO New HRIS system application upgrade	-	-	-	-	-	-	-
MSP291 - CareATC Location Build Out	-	-	-	-	-	-	-
MSP310 - Bus Training Simulator	-	-	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	-	-	1,149,000
MSP198 - Wayfinding Plan	300,000	-	-	-	-	-	300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	449,000	-	-	-	-	-	449,000
MSP284 - Route Planning Restoration using Equity Index	-	-	-	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	100,000	-	-	-	-	-	100,000
MSP292 - AOPP: Paratransit Forward Study	-	-	-	-	-	-	-
MSP294 - Planning Studies Managed Reserves	300,000	-	-	-	-	-	300,000
MSP314 - One-Time UTA On Demand Funds	-	-	-	-	-	-	-
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	-	-	-	-	-	-	-
REV234 - Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-
Grand Total	**194,589,000**	**18,950,000**	**44,832,000**	**60,440,000**	**8,185,000**	**-**	**62,182,000**

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2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget-Bonds	2028 Total Budget-Grants Award Executed	2028 Total Budget-Lease	2028 Total Budget-State	2028 Total Budget-Local Partner	2028 Total Budget-UTA Funds
Capital Services	228,986,000	88,697,000	48,906,000	46,170,000	3,000,000	-	42,213,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	540,000	-	-	-	-	-	540,000
FMA680 - Suicide Prevention Research Project	-	-	-	-	-	-	-
FMA687 - Layton Station Improvements	-	-	-	-	-	-	-
FMA690 - Facility Program Development & Design	-	-	-	-	-	-	-
FMA692 - Warm Springs Upgrades	5,500,000	-	-	5,500,000	-	-	-
FMA693 - Meadowbrook Electrification	-	-	-	-	-	-	-
FMA694 - Electric Bus Chargers	2,065,000	-	-	-	-	-	2,065,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	-	-	-	-	-	-	-
MSP140 - Box Elder County Corridor Preservation	2,300,000	-	-	-	-	-	2,300,000
MSP185 - Ogden/Weber State University BRT	-	-	-	-	-	-	-
MSP189 - Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-
MSP193 - Weber County Corridor Preservation	-	-	-	-	-	-	-
MSP202 - Davis-SLC Community Connector	-	-	-	-	-	-	-
MSP207 - 3300/3500 South Max EXP\Optimization	-	-	-	-	-	-	-
MSP208 - Clearfield FR Station Trail	-	-	-	-	-	-	-
MSP215 - Sharp/Tintic Rail Corridor Connection	-	-	-	-	-	-	-
MSP216 - Point of the Mountain Transit	1,000,000	-	-	-	1,000,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	-	-	-	-	-	-	-
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	-	-	-	-	-	-	-
MSP240 - Operator Restrooms throughout System	-	-	-	-	-	-	-
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	-	-	-	-	-	-	-
MSP254 - TechLink	-	-	-	-	-	-	-
MSP255 - Central Corridor	-	-	-	-	-	-	-
MSP258 - Mt. Ogden Amin Bldg. Expansion	-	-	-	-	-	-	-
MSP259 - S-Line Extension	-	-	-	-	-	-	-
MSP260 - Westside Express (5600 West)	-	-	-	-	-	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	688,000	-	-	-	-	-	688,000
MSP264 - FrontRunner Extension to Payson	-	-	-	-	-	-	-
MSP265 - Program Management Support	3,000,000	-	-	-	-	-	3,000,000
MSP267 - New Maintenance Training Facility	-	-	-	-	-	-	-
MSP271 - MOW Training Yard	-	-	-	-	-	-	-
MSP272 - TRAX Operational Simulator	-	-	-	-	-	-	-
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	-	-	-	-	-	-	-
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	-	-	-	-	-	-	-
MSP287 - 900 East UVX Station	-	-	-	-	-	-	-
MSP288 - Sustainability Project Pool	100,000	-	-	-	-	-	100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	-	-	-	-	-	-	-
MSP301 - Federal Bus Stops 5339	-	-	-	-	-	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	3,000,000	-	-	3,000,000	-	-	-
REV209 - Paratransit Replacements	5,967,000	-	-	5,927,000	-	-	40,000
REV211 - Replacement Buses	30,000,000	-	-	29,900,000	-	-	100,000

2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget-Bonds	2028 Total Budget-Grants Award Executed	2028 Total Budget-Lease	2028 Total Budget-State	2028 Total Budget-Local Partner	2028 Total Budget-UTA Funds
REV212 - Park City Lo/No Grant	-	-	-	-	-	-	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	1,843,000	-	-	1,843,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-
REV236 - VW Battery Buses	-	-	-	-	-	-	-
REV238 - SD100/SD160 Light Rail Vehicle Replacement	120,000,000	88,697,000	31,303,000	-	-	-	-
REV240 - Motor Pool Key Management System	-	-	-	-	-	-	-
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,000,000	-	7,200,000	-	-	-	1,800,000
SGR047 - LRT Stray Current Control	575,000	-	-	-	-	-	575,000
SGR353 - Commuter Rail Engine Overhaul	-	-	-	-	-	-	-
SGR359 - Bridge Rehabilitation & Maintenance	500,000	-	-	-	-	-	500,000
SGR370 - Red Signal Enforcement	-	-	-	-	-	-	-
SGR385 - Rail Replacement Program	3,987,000	-	3,189,000	-	-	-	798,000
SGR390 - Jordan River #2 Remodel	-	-	-	-	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	3,750,000
SGR393 - Grade Crossing Replacement Program	4,000,000	-	3,200,000	-	-	-	800,000
SGR397 - TPSS Component Replacement	-	-	-	-	-	-	-
SGR398 - OCS Rehab/Replace	10,000,000	-	4,014,000	-	-	-	5,986,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	10,400,000	-	-	-	-	-	10,400,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	1,400,000	-	-	-	-	-	1,400,000
SGR407 - Bus Stop Enhancements	1,275,000	-	-	-	-	-	1,275,000
SGR408 - Route End of Line (EOL) Enhancements	1,650,000	-	-	-	-	-	1,650,000
SGR409 - System Restrooms	-	-	-	-	-	-	-
SGR410 - Fiber Rehab/Replacement	686,000	-	-	-	-	-	686,000
SGR411 - Farmington Ped Bridge Repairs	-	-	-	-	-	-	-
Enterprise Strategy	2,875,000	-	-	-	-	-	2,875,000
ICI001 - Passenger Information	-	-	-	-	-	-	-
ICI146 - FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	50,000
ICI173 - JDE System Enhancements	50,000	-	-	-	-	-	50,000
ICI179 - Network Infrastructure Equipment & Software	150,000	-	-	-	-	-	150,000
ICI185 - WFRC Grant for Passenger Info Improvements	-	-	-	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	525,000	-	-	-	-	-	525,000
ICI199 - Rail Communication Onboard Tech	50,000	-	-	-	-	-	50,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	1,050,000	-	-	-	-	-	1,050,000
ICI202 - Radio Comm Infrastructure	50,000	-	-	-	-	-	50,000
ICI214 - APC Upgrade	-	-	-	-	-	-	-
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	-	-	-	-	-	-	-
ICI217 - Transit Management System	-	-	-	-	-	-	-
ICI224 - JDE 9.2 Applications Upgrade UNx	-	-	-	-	-	-	-
ICI226 - New Radio Communication System	150,000	-	-	-	-	-	150,000
ICI230 - Operations Systems	-	-	-	-	-	-	-
ICI231 - United Way Tablet Upgrade	-	-	-	-	-	-	-
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	-	-	-	-	-	-
Executive Director (Safety)	1,229,000	-	-	-	-	-	1,229,000
FMA604 - Safety General Projects	120,000	-	-	-	-	-	120,000
FMA645 - Camera Sustainability	449,000	-	-	-	-	-	449,000

2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget-Bonds	2028 Total Budget-Grants Award Executed	2028 Total Budget-Lease	2028 Total Budget-State	2028 Total Budget-Local Partner	2028 Total Budget-UTA Funds
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	-	-	-	-	-	-	-
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	-	-	-	-	-	-	-
Finance	20,466,000	-	4,089,000	-	-	-	16,377,000
CDA006 - 5310 Administration Funds All Years	342,000	-	342,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	36,000	-	-	-	-	-	36,000
ICI213 - eVoucher Phase 2	-	-	-	-	-	-	-
ICI222 - ICI222- Fares Systems Replacement Program	6,341,000	-	-	-	-	-	6,341,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	-	-	-	-	-	-	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	-	-	-	-	-	-	-
MSP222 - FFY 2018 20-1903 P/O 5310	-	-	-	-	-	-	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	-	-	-	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	-	-	-	-	-	-	-
MSP278 - FFY 2022 UT02023 O/L 5310	-	-	-	-	-	-	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	-	-	-	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	-	-	-	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	-	-	-	-	-	-	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	-	-	-	-	-	-	-
MSP302 - FFY 2024 O/L 5310	-	-	-	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	3,423,000	-	3,423,000	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	324,000	-	324,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	-	-	-	-	-	-	-
MSP309 - FFY 2024 P/O 5310	-	-	-	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
Operations	2,860,000	-	-	-	-	-	2,860,000
FMA543 - Police Fleet Vehicles	385,000	-	-	-	-	-	385,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	800,000	-	-	-	-	-	800,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	200,000	-	-	-	-	-	200,000
FMA684 - Police Managed Reserve	275,000	-	-	-	-	-	275,000
FMA685 - Wheel Truing Machine JRSC	-	-	-	-	-	-	-
FMA688 - Lab Building FLHQ Demolition/Parking Lot	-	-	-	-	-	-	-
FMA689 - New Bid Trailer for MB building 7	-	-	-	-	-	-	-
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	-	-	-	-	-	-	-
MSP210 - FrontRunner Bike Rack project	-	-	-	-	-	-	-
SGR386 - LRV repairs for 1137 and 1122	-	-	-	-	-	-	-
People	-	-	-	-	-	-	-
ICI228 - CPO New HRIS system application upgrade	-	-	-	-	-	-	-
MSP291 - CareATC Location Build Out	-	-	-	-	-	-	-
MSP310 - Bus Training Simulator	-	-	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	-	-	1,149,000

2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget-Bonds	2028 Total Budget-Grants Award Executed	2028 Total Budget-Lease	2028 Total Budget-State	2028 Total Budget-Local Partner	2028 Total Budget-UTA Funds
MSP198 - Wayfinding Plan	300,000	-	-	-	-	-	300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	449,000	-	-	-	-	-	449,000
MSP284 - Route Planning Restoration using Equity Index	-	-	-	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	100,000	-	-	-	-	-	100,000
MSP292 - AOPP: Paratransit Forward Study	-	-	-	-	-	-	-
MSP294 - Planning Studies Managed Reserves	300,000	-	-	-	-	-	300,000
MSP314 - One-Time UTA On Demand Funds	-	-	-	-	-	-	-
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	-	-	-	-	-	-	-
REV234 - Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-
Grand Total	**257,565,000**	**88,697,000**	**52,995,000**	**46,170,000**	**3,000,000**	**-**	**66,703,000**

DRAFT

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer

TITLE:

R2023-10-04 - Resolution Adopting the Authority's Tentative 2024 Budget

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-10-04 adopting the Agency's Tentative 2024 Budget as presented.

BACKGROUND:
Each year, and in compliance with state statute, the Board establishes a tentative budget for the next year and sets a public hearing at which interested parties may comment upon the tentative budget.

DISCUSSION:
On October 11, 2023, the Board of Trustees heard a presentation on the 2024 Tentative Budget. The focus of the requested action is the resolution that provides for the adoption of the 2024 Tentative Budget and sets a public hearing for November 1, 2023 at 5:30 p.m. at the Golden Spike Rooms of the Frontline Headquarters Building at 669 West 200 South in Salt Lake City.

Upon approval, the 2024 Tentative Budget will be sent to the Governor's office, Legislature, mayors, commissioners, metropolitan planning organizations, and others. It will also be made available to the public on UTA's website and will be open for comment throughout the public comment period. The 30-day public comment period will conclude on December 1, 2023 with all comments provided to the Trustees.

On November 29, 2023, the Local Advisory Council will be given the opportunity to review the 2024 Tentative Budget and provide their advice to the Board of Trustees.

The 2024 Final Budget will be reviewed at the December 6, 2023 Board of Trustees meeting with adoption

scheduled for the December 20, 2023 Board of Trustees meeting.

The detail of the 2024 Tentative Budget is provided in Exhibit A of the resolution and the attached 2024 Tentative Budget Document.

ALTERNATIVES:
The Board could choose to revise the proposed 2024 Tentative Budget. This would lengthen the approval process and potentially push approval into 2024.

FISCAL IMPACT:
The 2024 Tentative Budget proposes an Operating Expense Budget of $424,543,000 which is included in the total Operating Budget of $649,211,000 which also includes debt service, contribution to reserves and contribution to capital.

The proposed 2024 Capital Budget totals $230,433,000.

Should there be a delay in adopting the 2024 Final Budget, the 2024 Tentative Budget would serve as the adopted budget until the 2024 Final Budget is approved.

ATTACHMENTS:
1. Resolution R2023-10-04

2. 2024 Budget Public Hearing Notice

3. 2024 Tentative Budget Document

DocuSign Envelope ID: F5D5F1A6-5124-4E23-9B21-A74DDD8B7A3E

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AUTHORITY'S TENTATIVE 2024 BUDGET

R2023-10-04 October 25, 2023

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

WHEREAS, the Board of Trustees (the "Board") of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority; and

WHEREAS, as part of that budget process, the Board must approve a tentative budget, provide notice for a public hearing, and provide copies of that budget and notice to interested persons and to those entities identified by Utah Statute; and

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

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

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

1. That the Board hereby approves the adoption of the Authority's Tentative 2024 Budget, a copy of which is attached to this Resolution as Exhibit A.

2. That the Authority will hold a public hearing on the Tentative 2024 Budget on November 1, 2023, at 5:30 p.m. at the Golden Spike Rooms of the Authority's Frontline Headquarters Building at 669 West 200 South in Salt Lake City, Utah.

3. That the Authority will provide to the chief administrative officers and executive bodies of each municipality and unincorporated county area within the district of the Authority; to the offices of the Governor and the Legislature; and to persons and entities who in writing request a copy:
    a) a copy of the Tentative 2024 Budget for examination and comment;
    b) notice of the date, time, and place of the budget hearing; and
    c) a signature page that comports with the requirements of UTAH CODE § 17B-1-702, *et seq.*

4. That the Authority, in accordance with UTAH CODE § 17B-2a-808.1(2), will consult with the Local Advisory Council at their November 29, 2023, meeting on the Tentative 2024 Budget.

5. That this Resolution stay in full force and effect until superseded by further action of the Board.

6. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.

7. That the corporate seal be attached hereto.

Approved and Adopted this 25th day of October 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority (Corporate Seal)

Approved As To Form:

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

DocuSign Envelope ID: F5D5F1A6-5124-4E23-9B21-A74DDD8B7A3E

Exhibit A

(2024 Tentative Budget)

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
October 25, 2023

Exhibit A

	Revenue	2024 Budget
1	Sales Tax	$493,670,000
2	Federal Preventive Maintenance	96,960,000
3	Passenger Revenue	37,981,000
4	Advertising	2,328,000
5	Investment Income	5,625,000
6	Other Revenues	12,647,000
7	Stimulus Funding	-
8	**Total Revenue**	**649,211,000**
	Operating Expense	
9	Bus	142,703,000
10	Commuter Rail	38,028,000
11	Light Rail	64,530,000
12	Paratransit	29,154,000
13	Rideshare/Vanpool	4,012,000
14	Microtransit	12,949,000
15	Operations Support	64,424,000
16	Administration	54,515,000
17	Planning/Capital Support	13,228,000
18	Non-Departmental	1,000,000
19	**Total Operating Expense**	**424,543,000**
	Debt Service, Contribution to Reserves, and Transfer to Capital	
20	Principal and Interest	165,725,000
21	Bond Service Utah County for UVX BRT program	3,375,000
22	Contribution to Reserves	21,000,000
23	Transfer to Capital	34,568,000
24	**Total Debt Service, Reserves, Transfers**	**224,668,000**
25	**Total Expense**	**$649,211,000**

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UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
October 25, 2023

Exhibit A-1

	Funding Sources	2024 Budget
1	UTA Current Year Funding	$ 116,579,000
2	Grants	58,020,000
3	Local Partner Contributions	8,823,000
4	State Contribution	13,447,000
5	Leasing	27,234,000
6	Bonds	6,330,000
7	**Total Funding Sources**	**230,433,000**
	Expense	
8	State of Good Repair	115,176,000
9	Mid Valley Connector	10,000,000
10	VW Battery Buses	7,391,000
11	Ogden/Weber State University BRT	5,600,000
12	HB322 Future Rail Car Purchase Payment	5,000,000
13	Capital Contingency	5,000,000
14	Other Capital Projects	82,266,000
15	**Total Expense**	**$ 230,433,000**

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UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
October 25, 2023

Exhibit A-2

	Revenue	2024 Budget	
1	Sales Tax	$ 493,670,000	
2	Federal Preventive Maintenance	96,960,000	
3	Passenger Revenue	37,981,000	
4	Advertising	2,328,000	
5	Investment Income	5,625,000	
6	Other Revenues	12,647,000	
7	Stimulus Funding	-	
8	**Total Revenue**	**$ 649,211,000**	
	Operating Expense		**FTE**
9	Board of Trustees	$ 3,370,000	16.0
10	Executive Director	6,414,000	31.5
11	Communications	4,279,000	16.5
12	Operations	319,000,000	2,311.7
13	Finance	19,726,000	134.0
14	Service Development	7,471,000	59.0
15	Planning & Engagement	22,821,000	84.2
16	Enterprise Strategy	28,547,000	124.0
17	People Office	11,914,000	94.0
18	Non-Departmental	1,000,000	-
19	**Total Operations**	**424,543,000**	**2,870.9**
20	Debt Service	169,100,000	
21	Contribution to Reserves	21,000,000	
22	Transfer to Capital Budget	34,568,000	
23	**Total Tentative 2024 Operating Budget**	**$ 649,211,000**	**2,870.9**

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

UTAH TRANSIT AUTHORITY

RE: UTA Tentative Budget 2024. UTA is holding a public hearing to receive input on its 2024 Tentative Budget.

Public Hearing Date & Format:

There will be a public hearing held on **Wednesday, November 1 at 5:30 p.m.** at UTA's downtown Salt Lake City office at 669 West 200 South.

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

Options for remote viewing and remote public comment will be available. For instructions on how to comment or view the meeting remotely please go to www.rideuta.com/Board-of-Trustees/Meetings. In the event of technical difficulties with remote participation, the meeting will proceed in person and in compliance with the Open and Public Meetings Act. Register in advance for this webinar: https://rideuta.zoom.us/webinar/register/WN_PU6WtyX5RhqJe5f2AOlyrw

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

Public Comments:

In addition to the hearing, the tentative budget will be available for public review and comment from **November 1, 2023 – December 1, 2023.** During the 30-day comment period the public can submit comments via email, online, mail, or phone. Information on the 2024 Tentative Budget may be found at www.rideuta.com/budget or viewed in person at UTA Headquarters, 669 W 200 S, Salt Lake City, UT.

Comments must be received, postmarked, or electronically submitted to UTA through one of the following methods by **5pm on December 1, 2023,** to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882
- **Mailing:** Utah Transit Authority, C/O Jolisha Branch, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** www.rideuta.com/budget

Utah Transit Authority

Tentative Budget

2024

UTA

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Message from the Executive Director

In 2023, the Utah Transit Authority began a fundamental shift in its course. This transformation occurred on several fronts - **strategy, safety, service,** and **partnership.** And our evolution as the largest transit agency in Utah, serving the citizens, communities, educational institutions, and businesses throughout the Wasatch Front, is running concurrently with unprecedented investment by our federal, state, and local stakeholders. Our success this year, and looking forward to 2024 and beyond, continues to be propelled by our outstanding OneUTA team of dedicated employees who live our mission – WE MOVE YOU – every trip and every day.

Strategy

The UTA Board of Trustees adopted their 2030 UTA Strategic Plan in late 2022, refreshing our mission and vision, and defining UTA's five strategic priorities:

- Achieving organizational excellence
- Exceeding customer expectations
- Moving Utahns to a better quality of life
- Building community support
- Generating critical economic return

UTA employees now coordinate everything we do around these five priorities. Working with our executive team, we have an agency-wide focus built on a culture which embraces strategic alignment, continuous improvement, leadership engagement, and celebration of success.

Looking to 2024, leadership development is foundational to promoting organizational culture consistent with our UTA Way, cascading across the enterprise to our frontline operations professionals. We will promote resources and opportunities in support of organizational excellence to ensure superior service delivery.

Safety

Above all, UTA prioritizes safety. During 2023, we made game-changing investments and invested life-saving resources to enhance the safety of our customers and our employees.

The condition of our vehicles, rails, and other transit assets directly affects their safe operation. This year, we completed a major replacement of TRAX rail on 400 South in Salt Lake City as TRAX heads east to the University of Utah. This "S-Curve" section receives inordinate wear due to wheel friction. To decrease the cost and improve the process of future rail maintenance, UTA installed a type of removable rail assembly, rather than traditional rail installation in concrete.

To further customer safety, we increased the active presence of UTA employees on our system, with visible participation by UTA Ambassadors, Travel Trainers, and UTA Police. We also set up a new video security center to monitor and communicate across our system. Enhanced cameras monitor key rail crossings, and infrared technology helps detect trespassers even after daylight hours.

UTA practices the safety we preach to the public. New UTA employees receive safety training in their employee orientation. We train UTA employees to monitor their surroundings and safeguard the public. During 2023 we recognized several operations employees who went out of their way to help persons in need. One of these UTA heroes is a bus operator who stopped to rescue a woman being attacked by a vicious dog.

In a historic and appreciated acknowledgement during the 2023 session of the Utah Legislature, state lawmakers unanimously passed a resolution declaring the vital importance of keeping UTA operators safe as they serve the community. That legislative pronouncement also recognized that transit constitutes a community-connector lifeline essential to Utah's critical infrastructure.

Looking forward, in 2024 we will work to provide TRAX and bus operators with additional video and camera resources. We will also seek funding to procure advanced technology to improve inspection of UTA's rail network.

Our Maintenance of Way (MOW) employees maintain our rail corridors in challenging environments, especially when working around electrical lines and equipment. To improve the safety and efficiency of their efforts, UTA plans to create an MOW training yard that replicates the conditions of a live UTA work site.

Finally, in 2024 we will create a program to provide vaccination against Hepatitis B for employees whose work may put them at risk for infection.

Service

The year saw fundamental changes in how UTA provides transit service to the community. In a time where Utah and our entire country struggled with labor shortages, UTA continued to meet the community's service demands. For our bus network, we achieved this through strategic service planning and optimizing corridors to ensure more direct and efficient routes. UTA is improving bus operator scheduling processes and working with operator representatives for all modes to achieve better working conditions.

We continue to promote and expand our innovative and popular microtransit service, UTA On-Demand. This service has multiplied UTA's reach into growing suburban communities where transit access for lower housing densities may not adequately be supported by traditional fixed route service.

Faced with a nationwide shortage of CDL operators, we have seen dramatic results from new UTA hiring strategies. Compared with 2022, we achieved by mid-2023 a 120% increase per average month in bus operator applications, and a 197% increase in monthly bus operator trainee hires.

Exceeding customer expectations means improving the customer experience of riding UTA. We are doing this by installing new comfortable and resilient seats to replace old fabric seating on TRAX. And in 2024 we will continue to make wayfinding improvements including the development of digital, real-time in-transit messaging.

Next year, with support from our federal partners, we begin the process of replacing old high-floor TRAX Blue Line vehicles with level boarding cars. This will be a major improvement in safety and accessibility for our customers.

Also in 2024, we will begin construction on the Midvalley Bus Rapid Transit system, which will deliver a more efficient, train-like rider experience and increase west-east access for our customers. And, in support of our

quality-of-life priorities, UTA is budgeting additional funding for service planning tools and human resources to continue enhancing our capacity to serve a rapidly growing population.

Partnership

During 2023, UTA achieved unprecedented progress in the level and impact of our partnership with the communities we serve. Transit-Oriented Communities and Transit-Oriented Development are now common phrases up and down the Wasatch Front. UTA supports communities with station area planning expertise and facilitation in over 30 cities.

UTA's partnership with UDOT promises to enhance travel options and improve service for millions of Utahns. The FrontRunner Strategic Double-Tracking project is moving forward with each agency contributing expertise and vision for a more frequent, reliable, and effective travel experience on UTA's 80-mile passenger rail spine.

UTA collaborates with universities, regional planning organizations, municipalities, advocacy groups, and other entities to forge a collaborative approach to Utah's collective challenges, including rapid population growth and air quality. We are increasing the number of electric buses in our fleet and adding electric charging infrastructure in three locations. This year we opened the Depot District, a state-of-the-art bus maintenance facility to service high-tech buses and train a new line of maintenance experts to keep them in top condition. And UTA is a member of a new statewide steering committee tasked with guiding transportation electrification throughout Utah.

Finally, and in partnership with the entire region, UTA proudly welcomed and moved nearly 100,000 guests from around the world during the NBA All-Star week, treating visitors to a delightful and seamless transit experience. During those days, which I describe as our finest hours, we set the bar high as we prepare for the anticipated return of the Winter Olympic Games to Utah.

On the following pages I have highlighted a few of the key components of our 2024 operating budget and five-year capital plan. Those initiatives and projects, along with the valued work of our Board of Trustees and OneUTA team, demonstrate our public transportation pledge and strategic focus.

We Move You. Today and tomorrow!

Jay M. Fox
Executive Director

2024 Operating Budget Highlights

- Funding to support the growth of the popular On Demand service in South Salt Lake County and additional Frontrunner service.
- Funding for operator recruitment activity to meet the challenges of an ongoing tight labor market.
- Increased facilities service positions to help maintain system facilities in a clean and safe manner.
- Provision of funding for Hepatitis B vaccination of employees whose work may put them at risk for infection.
- Strengthens support for accounting and financial functions to provide the proper information and support required for enhanced compliance and decision making.
- Funds data integration and adds additional Transit app capabilities to help drive increased system efficiency and ease of customer use.
- Continued funding for a Transit Connection Program to foster efforts across UTA in addressing social issues, transit education, and connection with transit for our community through supportive response to incidents; Transit Ambassadors on TRAX trains; and training resources for communities accessing transit.
- Adds several positions to support UTA's social media and other communications with its customers.

2024 Capital Budget and $1.3 billion 5-year Capital Plan Highlights

- Focus on safety, and security, reliability, and maintaining a state of good repair (SGR) for our revenue vehicles, infrastructure, and support systems.
- Invests $815 million in State of Good Repair activities.
- Provides $10 million in funding for the start of the replacement of older high-floor TRAX Blue Line vehicles with level boarding cars (2024). Projected total cost for this effort will be $240 million (2024-2028).
- Continued investment in electric vehicles and electric charging infrastructure.
- Investment in equipment and technology to help enhance operator and customer safety.
- Begins construction of the Midvalley Bus Rapid Transit system with a $10 million investment (2024). Projected total cost for 2024 to 2028 of $101 million.
- Invests more than $12 million in the replacement of UTA fare systems to meet the needs of our customers (2024).
- Provides $39 million to support local partner's high priority projects (2024-2028)
- Addresses UTA's most pressing technology needs including system improvement to support a new UTA fare system, new radio communication system, and critical business system replacements (2024-2028)

Budget Summaries

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
October 5, 2023

Exhibit A

	Revenue	2024 Budget
1	Sales Tax	$493,670,000
2	Federal Preventive Maintenance	96,960,000
3	Passenger Revenue	37,981,000
4	Advertising	2,328,000
5	Investment Income	5,625,000
6	Other Revenues	12,647,000
7	Stimulus Funding	-
8	**Total Revenue**	**649,211,000**
	Operating Expense	
9	Bus	142,703,000
10	Commuter Rail	64,530,000
11	Light Rail	38,028,000
12	Paratransit	29,154,000
13	Rideshare/Vanpool	4,012,000
14	Microtransit	64,424,000
15	Operations Support	54,515,000
16	Administration	13,228,000
17	Planning/Capital Support	12,949,000
18	Non-Departmental	1,000,000
19	**Total Operating Expense**	**424,543,000**
	Debt Service, Contribution to Reserves, and Transfer to Capital	
20	Principal and Interest	165,725,000
21	Bond Service Utah County for UVX BRT program	3,375,000
22	Contribution to Reserves	21,000,000
23	Transfer to Capital	34,568,000
24	**Total Debt Service, Reserves, Transfers**	**224,668,000**
25	**Total Expense**	**$649,211,000**

UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
October 5, 2023

Exhibit A-1

	Funding Sources	2024 Budget
1	UTA Current Year Funding	$116,579,000
2	Grants	58,020,000
3	Local Partner Contributions	8,823,000
4	State Contribution	13,447,000
5	Leasing	27,234,000
6	Bonds	6,330,000
7	**Total Funding Sources**	**230,433,000**
	Expense	
8	State of Good Repair	115,176,000
9	Mid Valley Connector	10,000,000
10	VW Battery Buses	7,391,000
11	Ogden/Weber State University BRT	5,600,000
12	HB322 Future Rail Car Purchase Payment	5,000,000
13	Capital Contingency	5,000,000
14	Other Capital Projects	82,266,000
15	**Total Expense**	**$230,433,000**

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
October 5, 2023

Exhibit A-2

	Revenue		2024 Budget
1	Sales Tax	$	493,670,000
2	Federal Preventive Maintenance		96,960,000
3	Passenger Revenue		37,981,000
4	Advertising		2,328,000
5	Investment Income		5,625,000
6	Other Revenues		12,647,000
7	Stimulus Funding		-
8	**Total Revenue**	**$**	**649,211,000**

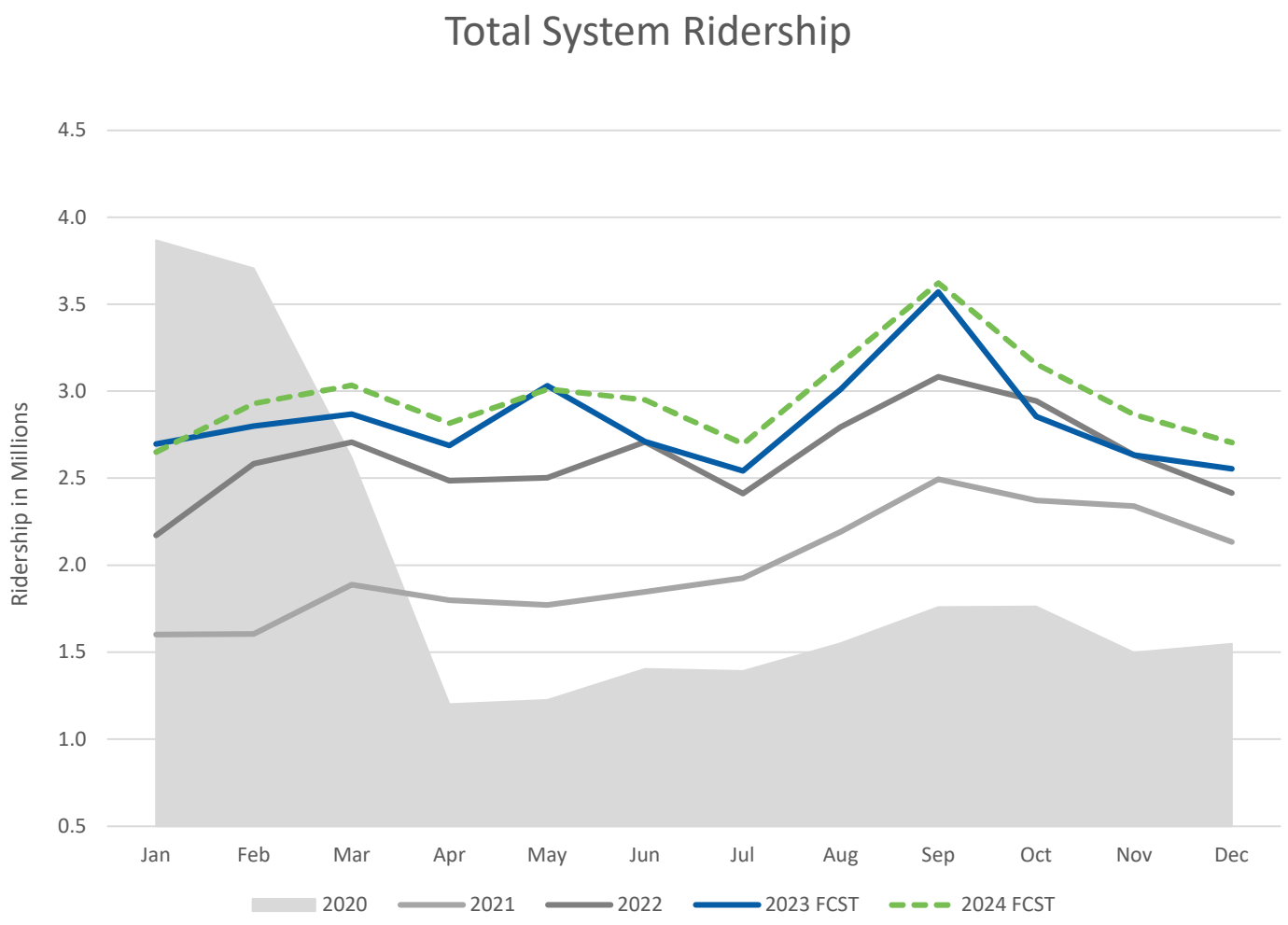
	Operating Expense			FTE
9	Board of Trustees	$	3,370,000	16.0
10	Executive Director		6,414,000	31.5
11	Communications		4,279,000	16.5
12	Operations		319,000,000	2,311.7
13	Finance		19,726,000	134.0
14	Service Development		7,471,000	59.0
15	Planning & Engagement		22,821,000	84.2
16	Enterprise Strategy		28,547,000	124.0
17	People Office		11,914,000	94.0
18	Non-Departmental		1,000,000	-
19	**Total Operations**		**424,543,000**	**2,870.9**
20	Debt Service		169,100,000	
21	Contribution to Reserves		21,000,000	
22	Transfer to Capital Budget		34,568,000	
23	**Total Tentative 2024 Operating Budget**	**$**	**649,211,000**	**2,870.9**

2024 Tentative Budget Overview

UTA's 2024 Budget and supporting 5-Year plan were developed as the Agency was coming out of a time of economic uncertainty. Inflation had reached a 40-year high and interest rates are approaching levels last seen during the Great Recession of 2008. Year-over-year growth for costs of fuel and power, goods and services, parts, utilities, construction materials and other of providing service is significantly higher than in the recent past.

Offsetting these negative economic indicators, but creating a different and difficult challenge, are robust employment, historically low unemployment levels, and a resilient Utah economy. Recruiting and retaining employees in the competitive Utah economy is a challenge and an area of focus in this budget.

Ridership



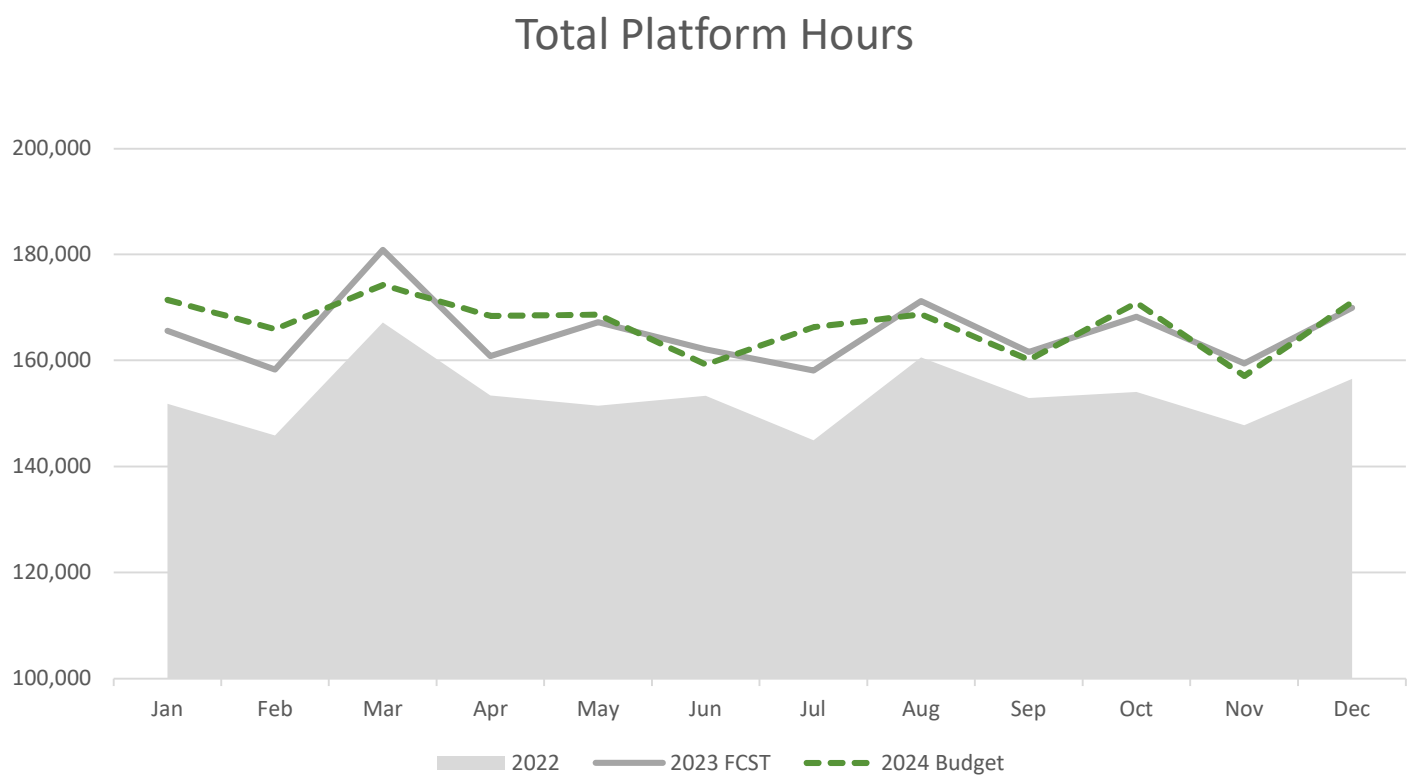
2023 ridership is recovering better than projected in the 2023 adopted budget. Ridership through September 2023 is above forecast by approximately 5.1 percent. Steady monthly gains over 2021 ridership can also be seen on the chart above. In fact, 2023 ridership for the months January through August are about 10 percent over ridership for the same period in 2022 and 53% above 2021. Ridership recovery (post-pandemic) has been steady and varies by mode.

In 2024, UTA continued its targeted service change strategy focusing on route performance and emerging ridership trends, guided by UTA's Service Guidelines. The August 2023 service-change reduced/replaced unproductive service, added service, and significantly expanded On Demand service.

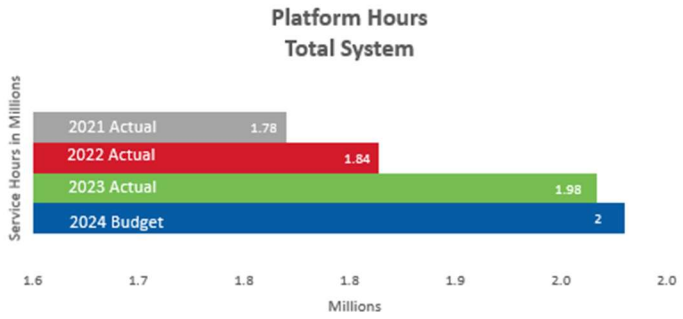
The 2024 budget includes approximately 56,000 hours of service added in 2023 to implement Ogden Express – bus rapid transit service (OGX) and add light rail service on Saturdays.

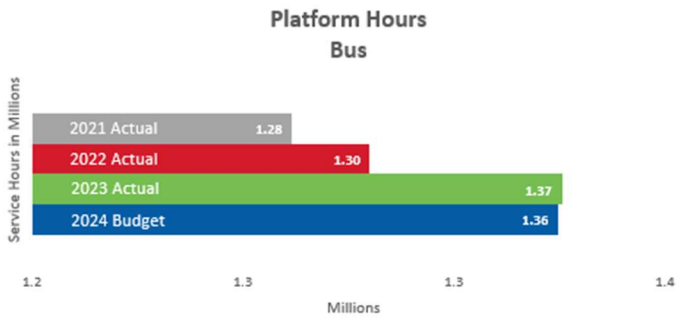
Microtransit/On Demand was introduced in 2019 on a pilot basis. Service additions in 2024, will provide approximately 190,000 platform hours across Salt Lake, Davis, and Weber Counties.

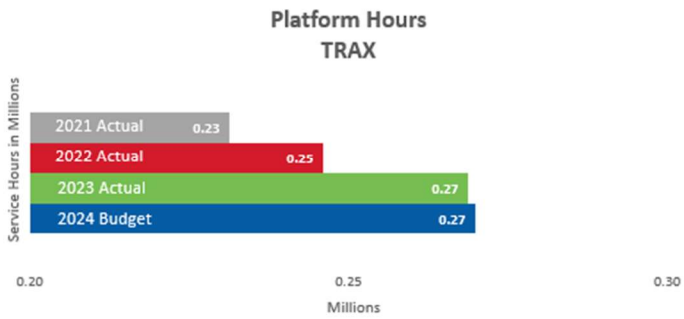
Platform Hours

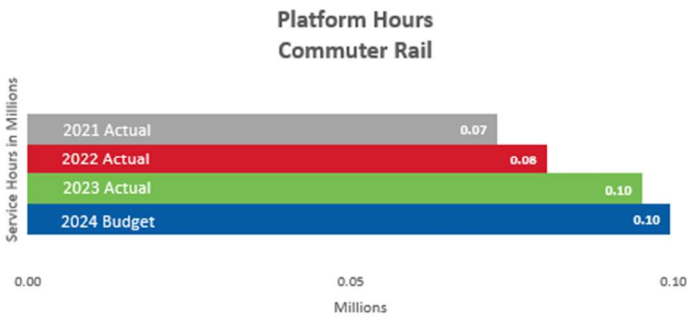


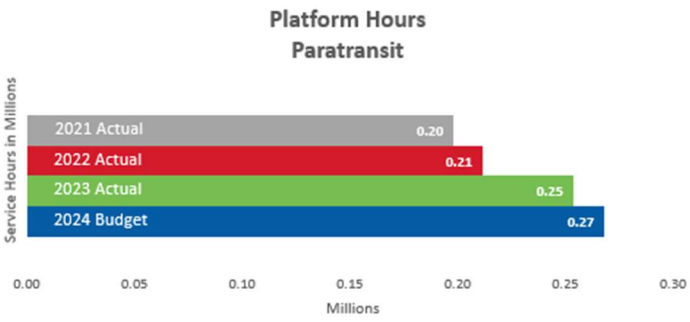
Platform Hours by Mode

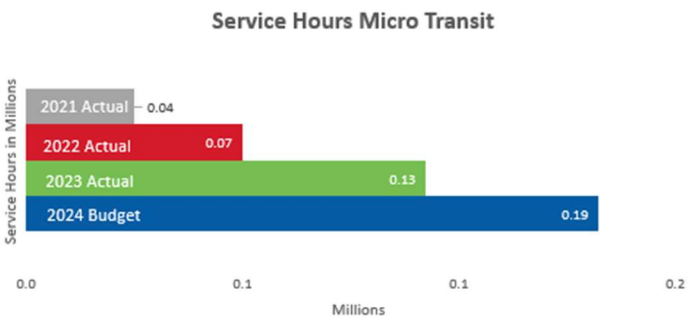








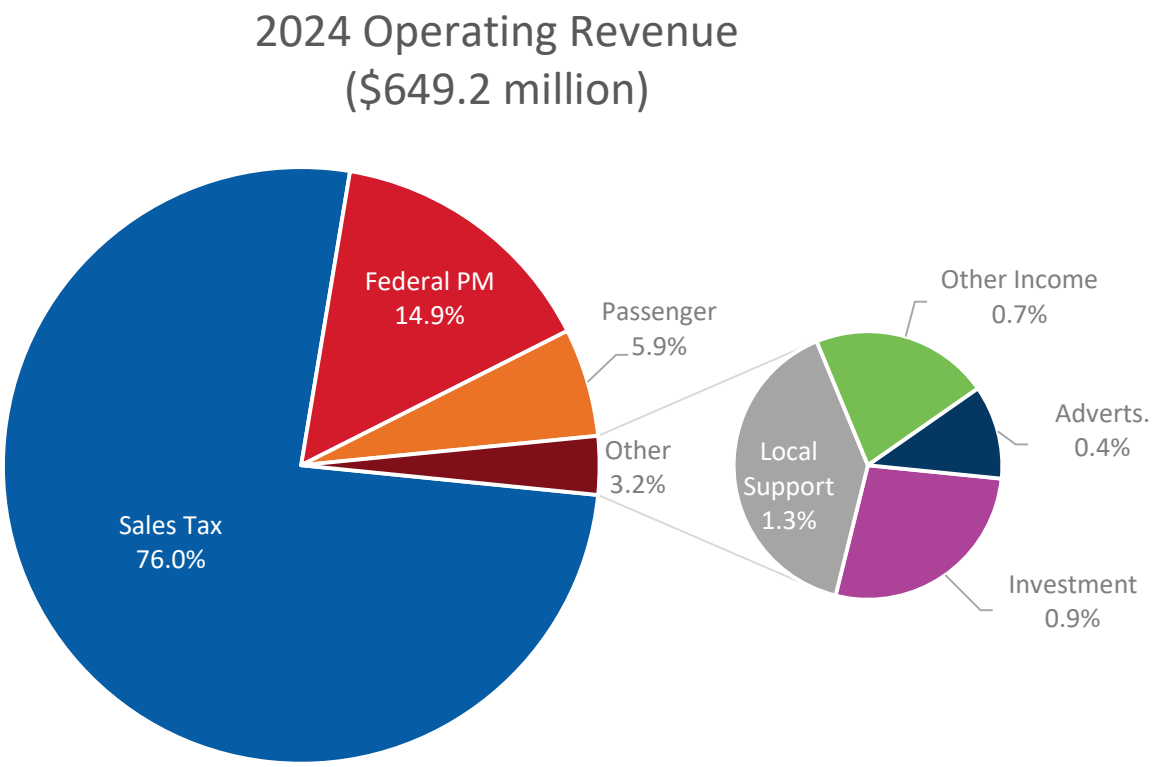




2024 Operating Revenue Summary

UTA reports as a single enterprise fund and all revenues are deposited in the UTA Operating Fund. Within this enterprise fund, UTA maintains two budgets –operations and capital. Transfers from the enterprise fund to the Capital program are made as necessary to support investment in the system.

Sales tax revenue at $494 million, or 76 percent of total revenues, represents the largest funding source for the 2024 budget. Federal preventive maintenance totals $97 million, and passenger revenues total $38 million. Other revenues include, in order of magnitude, local support, investment income, advertising, and other fees, resulting in a total revenue of $649 million.

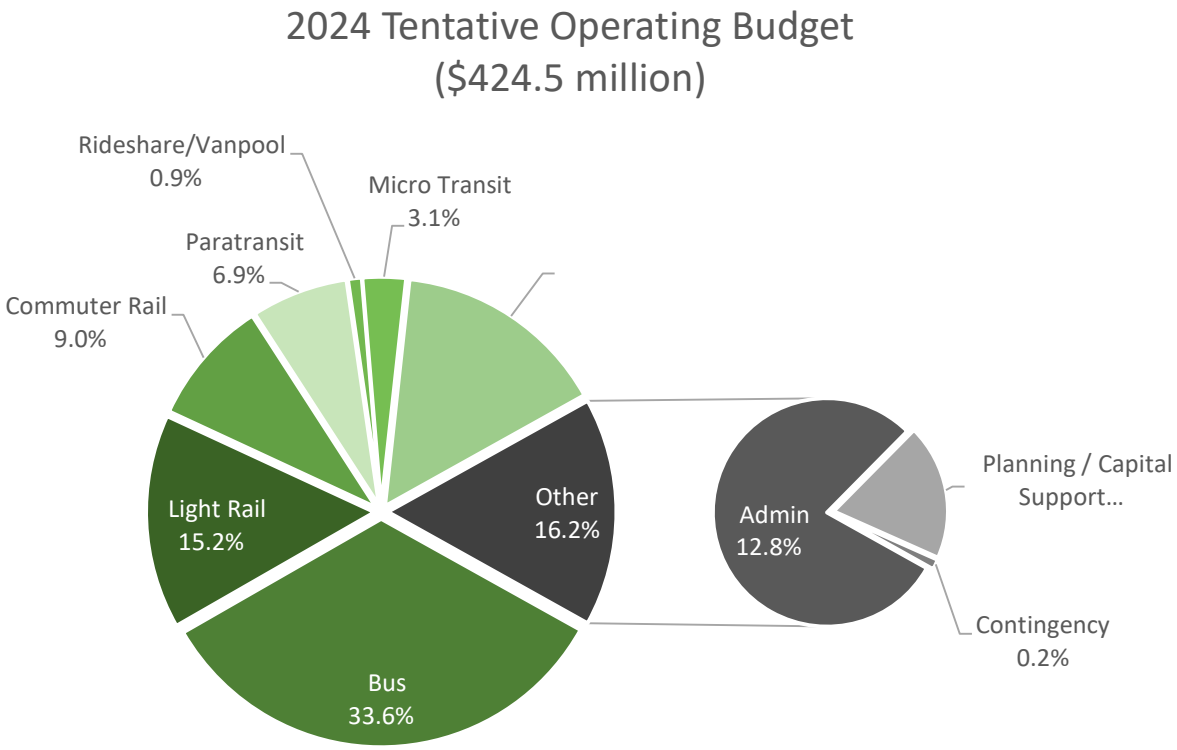


2024 Operating Expense Summary

The 2024 Tentative Operating Budget includes almost $343 million for operations and maintenance of the system, or 84 percent of the 2024 operating budget request. These functions are represented in the green shaded segments in the graph below.

The "Other" functions (blue segments comprising 16 percent) include Management and Support, Planning/Capital Support and $1.0 million set aside to fund emerging/emergency needs.

Management and Support includes executive leadership and support, human capital management, communications, payroll, accounting, purchasing, warehouse, fares, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the capital and operating programs at UTA.



2024 Tentative Operating Expense Budget

Summary by Mode

Mode	FY 2023 Budget	FY 2024 Budget	Change	% Change
Bus	$139,267,000	$142,703,000	$3,436,000	2.5%
Commuter Rail	36,558,000	38,028,000	1,470,000	4.0%
Light Rail	62,982,000	64,530,000	1,548,000	2.5%
Paratransit	28,248,000	29,154,000	906,000	3.2%
Rideshare/Vanpool	4,015,000	4,012,000	(3,000)	-0.1%
Microtransit	9,164,000	12,949,000	3,785,000	41.3%
Operations Support	62,788,000	64,424,000	1,636,000	2.6%
Administration	51,114,000	54,515,000	3,401,000	6.7%
Planning/Capital Support	14,159,000	13,228,000	(931,000)	-6.6%
Non-Departmental	1,000,000	1,000,000	-	0.0%
Total Division	**$409,295,000**	**$424,543,000**	**$15,248,000**	**3.7%**

Summary by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	$3,168,000	$3,370,000	$202,000	6.4%
Executive Director	6,023,000	6,414,000	391,000	6.5%
Operations	312,599,000	319,000,000	6,401,000	2.0%
Finance	17,461,000	19,726,000	2,265,000	13.0%
Capital Services	8,771,000	7,471,000	(1,300,000)	-14.8%
Planning & Engagement	18,817,000	22,821,000	4,004,000	21.3%
Enterprise Strategy	25,009,000	28,547,000	3,538,000	14.1%
People	12,487,000	11,914,000	(573,000)	-4.6%
Communication	3,962,000	4,279,000	317,000	8.0%
Non-Departmental	1,000,000	1,000,000	-	0.0%
Total Division	**$409,295,000**	**$424,543,000**	**$15,248,000**	**3.7%**

Summary by Expense Category

Category	FY 2023 Budget	FY 2024 Budget	Change	% Change
Wages	$193,688,000	$200,950,000	$7,262,000	3.7%
Fringe	97,858,000	100,146,000	2,288,000	2.3%
Services	39,960,000	45,260,000	5,300,000	13.3%
Fuel/Power	35,623,000	35,490,000	(133,000)	-0.4%
Parts	23,447,000	25,488,000	2,041,000	8.7%
Utilities	6,189,000	7,371,000	1,182,000	19.1%
Other O&M	24,400,000	22,468,000	(1,932,000)	-7.9%
Capitalized Costs	(11,869,000)	(12,630,000)	(761,000)	6.4%
Total Budget	**$409,295,000**	**$424,543,000**	**$15,248,000**	**3.7%**

Summary of budget changes

- Increase in wages and fringe benefits due to headcount increases, new Collective Bargaining agreement, COLA, and benefit increases.
- Increase in Contract Services for additional investment in UTA information systems and Microtransit services expansion.
- Minor decrease in Fuel due to service changes despite higher price per gallon vs 2023 levels ($3.90/gal increased to $4.03/gal). Also a contributing factor, is the higher utilization of electric buses in the place of diesel buses.
- Increase in Parts due to high inflation, with additional impacts from continued supply chain issues.
- Increase in Utilities expenses to reflect increase in costs for Facilities.
- The decrease in Other O&M is primarily a decrease in Operations Contingency for emerging needs.
- Increase in Capitalized Costs reflects increased investment in resources to support 2024-2026 capital program delivery.

FTE Summary by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	15.4	16.0	0.6	4.0%
Executive Director	32.0	31.5	(0.5)	-1.6%
Operations	2,334.2	2,311.7	(22.5)	-1.0%
Finance	124.0	134.0	10.0	8.1%
Capital Services	62.0	59.0	(3.0)	-4.8%
Planning & Engagement	81.2	84.2	3.0	3.7%
Enterprise Strategy	122.0	124.0	2.0	1.6%
Communications	15.0	16.5	1.5	10.0%
People	86.0	94.0	8.0	9.3%
Total FTE	**2,871.8**	**2,870.9**	**(0.9)**	**0.0%**

FTE Summary by Mode

Mode	FY 2023 Budget	FY 2024 Budget	Change	% Change
Bus	1,242.5	1,219.0	(23.5)	-1.9%
Commuter Rail	201.5	201.5	-	0.0%
Light Rail	445.0	446.0	1.0	0.2%
Paratransit	205.0	203.0	(2.0)	-1.0%
Rideshare/Vanpool	11.0	11.0	-	0.0%
Microtransit	3.0	5.0	2.0	66.7%
Operations Support	481.9	488.4	6.5	1.3%
	193.9	211.0	17.1	8.8%
Planning/Capital Support	88.0	86.0	(2.0)	-2.3%
	-	-	-	-
Total Division	**2,871.8**	**2,870.9**	**(0.9)**	**0.0%**

Key Assumptions and Sources and Uses

UTA contracts with the Economic Development Unit at the University of Utah to generate sales tax forecasts. The 2024 Tentative Budget was developed during a time of increasing ridership, easing inflation, and low unemployment. Consumer spending is seen as moderating and shifting away from discretionary spending.

This Tentative Budget and 5-year plan include assumptions from the University's August 2023 forecast. UTA will monitor the economic situation and work with the University of Utah to update its sales tax forecast in November to inform the 2024 Final Budget and 5-year plan.

The key assumptions in the 2024 budget are provided below.

Operating Expenses:

- Labor 2.5% Bargaining, 4% Admin
- Fringe 4% Bargaining, 10% Admin
- Parts - 1.5%
- Fuel:
  - Diesel - $4.03
  - Gasoline - $3.20
  - CNG DGE - $1.90
- Other Expense – 3.6%

Revenues:

- Sales Tax – 2.65%
- Passenger – 5.9%
- Bipartisan Infrastructure Act – $23 million

Summary – 2024 Sources

Operating sources of funds total $649.3 million, a decrease of $38.7 million or (5.6%) from the FY 2023 forecast. The primary sources and changes are detailed below:

- The largest contributor to lower anticipated revenues is the result of UTA exhausting Federal Stimulus funds issued over the last two years. The CARES, CRRSAA, and ARPA funds have been used to supplement operations and maintenance over the last 2 years. UTA does not currently anticipate any additional Federal relief funding in 2024 and beyond.

- Sales Tax contributions of $493.7 million are up $13.7 million from FY2023. This assumes a 2.7% growth in sales tax over projected 2023 sales tax collections, in accordance with the **August 2023 forecasts** provided by **the University of Utah. This forecast will be updated in November of 2023 and will inform the final 2024 Budget documents.** These funds are used for operations and maintenance, other agency support costs, debt service, reserves, and capital program support.

- Passenger revenue is $37.9 million, up $2.2 million from FY 2023. This modest growth in passenger revenues, despite a projected growth in ridership, are driven by lower pass revenues and increased subsidies for low-income riders.

- Federal formula funds dedicated to preventive maintenance and paratransit operations are programmed at $96.9 million in 2024. This represents a $53.1 million decrease from 2023. This decrease is primarily due to a reimbursement timing issue. Approximately $50.3 million in 2022 formula funds were not received until the middle of 2023.

- Other revenue is $20.6 million, slightly down from $21.1 million in FY 2023 primarily due to a decrease in Investment income.

	2022 Actuals	2023 Forecast	2024 Budget	Change 2023 - 2024
Sales Tax	$480.9	$480.9	$493.7	$12.7
Federal Preventative Maint.	47.3	150.0	97.0	(53.0)
Stimulus Funds	167.8	0.0	0.0	0.0
Passenger	33.5	35.8	38.0	2.1
Salt Lake City	6.9	8.0	8.2	0.3
Investment	1.8	7.2	5.6	(1.6)
Advertising	2.2	2.3	2.3	0.0
Other	27.4	3.7	4.4	0.8
Total Revenue (Millions)	$767.8	$687.9	$649.2	($38.7)

Summary – 2024 Uses

Operating uses of funds are $424.5 million, an increase of $15.2 million or 3.7% over the FY 2023 budget. The primary uses are detailed below:

- Total employee compensation and benefits increased 3.7% and 2.3% respectively. These increases are due to staffing level increases and an assumed average wage increase of 3%, increased benefits and a new three-year collective bargaining agreement. The FY2024 budget anticipates no net additional FTE hires.
- Fuel/Power costs are budgeted at an overall decrease of 0.4%. The fuel budget has decreased by 2.6% based on the introduction of electric buses into the Salt Lake and Ogden fleets and changes in bus service. Fuel prices have increased due to supply chain and demand issues. The FY 2024 budget assumes $4.03 per gallon for diesel, $3.2 per gallon for gasoline, and $1.90 CNG DGE for natural gas vehicles, compared to $3.90 per gallon for diesel and $3.10 per gallon for gasoline in FY 2023. Earlier this summer, prices were trending well below 2023 forecasted fuel costs but have started to increase again this fall. Propulsion power budget has increased 9.2% from 2023. This increase is due to a projected increase in electrical costs and an increase in overall propulsion power due to the introduction of electric buses into the fleet. UTA will monitor these costs closely and if necessary, adjust in the Final Budget document.
- Utilities costs are projected to increase by 19.1% due to an increase in projected usage associated with the new Depot District maintenance facility and higher forecasted rates.
- Parts represent an 8.7% increase primarily due to increases in prices for parts, increased shipping costs, and increased lead times driven by continued supply chain issues associated with the pandemic.

Capital uses of funds are $320.4 million, this represents a decrease of about $88.6 million from 2023 projected capital uses. The primary uses and changes are detailed below:

- Capital's main accomplishments in 2023 include: the opening of the Ogden BRT line in August 2023, the opening of the Depot District Bus maintenance facility in May 2023, and the replacement of the S-curve light rail track on the TRAX Red Line – University extension, finishing in July 2023. This contributed to a drop of approximately $51 million in the drop in capital expense from 2023 to 2024. In addition, UTA also completed the purchase of a significant number of buses in 2023 which helped contribute about $43 million to the drop.
- Major capital projects such as: $10 million for the Mid-Valley Connector (BRT) in Salt Lake County, $7.4 million for the VW Battery Buses, $5.6 million Ogden/Weber State University BRT (OSX), and $4.5 million to complete a new TRAX station in South Jordan.
- UTA has allocated $115.2 million to continue efforts to achieve a steady state of good repair. This includes funding for vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls and rail system preservation and replacements.
- Other capital projects consist of, but are not limited to, the TIGER program of projects, ROW & Facility Property funding, Public Partnership projects, 900 East UVX Station, Electronic Fares Systems Replacement, wayfinding signage, a new radio communication system, and ongoing video camera sustainability and expansion.

Debt service is cash that is required to cover the repayment of interest and principal on the debt related to UTA's outstanding bonds and its leasing program. Total combined debt service for FY 2024 is $169.2 million, which includes Leasing debt of $18.4 million.

Debt Service Summary

Debt Service	FY21 Actuals	FY22 Actuals	FY23 Budget	FY24 Budget
Cash Basis				
Principal	$ 11,405,000	$ 55,735,000	$ 67,770,000	$ 70,675,000
Interest	96,653,218	86,519,904	82,723,000	79,817,000
Build America Subsidies	(8,158,624)	(9,259,376)	(8,889,000)	(9,022,000)
Leasing	9,012,405	10,867,242	16,260,000	18,429,000
Utah County Debt	9,998,209	3,289,904	3,375,000	3,375,000
Other	1,800,008	83,420	79,000	90,000
	120,710,216	147,236,094	161,318,000	163,364,000
Restricted Reserves	173,235	7,999,765	7,590,000	7,837,000
	173,235	7,999,765	7,590,000	7,837,000
Full Accrual				
Principal			1,323,000	1,382,000
Interest	(367,809)	(10,031,569)	(19,235,000)	11,245,000
	(367,809)	(10,031,569)	(17,912,000)	12,627,000
Total Debt Service	$ 120,515,642	$ 145,204,290	$ 150,996,000	$ 183,828,000

Operating Sources – 2024 Detail

Sales and Use Tax

The largest operating source of revenue for the Authority is a local sales tax, which is imposed by the individual jurisdictions within the service area of the Authority. In July 2019, the Salt Lake County Council and the Utah County Commission approved increasing their tax rate by 0.25 percent with 0.10 percent dedicated to UTA.

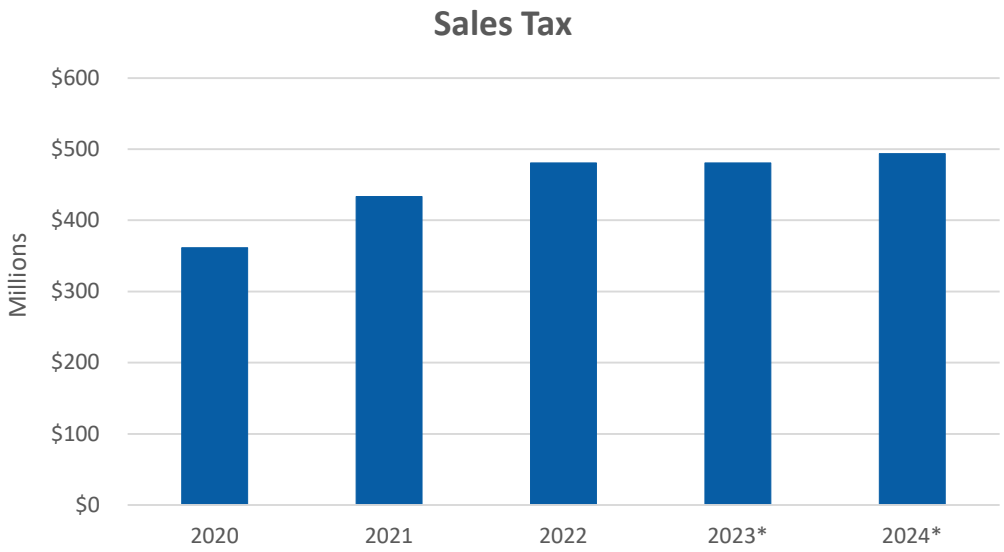
UTA's sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district. From 2004 through 2020, gross taxable sales have grown by an annual average of 7.0%. Sales tax forecasting is a priority for UTA, and in 2021 UTA engaged Stephen C. Bannister, PH.D. Associate Director of Economics at the University of Utah to provide more accurate sales tax revenue forecasts.

2024 Sales Tax Revenues - $493.7 million:

The 2024 Budget assumes a 2.7 percent increase over 2023 projected sales tax collections. The estimate is based on the University's Economic Development Unit (EDU), projected sales tax growth rates applied to an adjusted 2023 projection using actuals through August. The estimate is generated using EDU's econometric models. Sales tax forecasts will be updated by EDU in November and will inform the Final 2024 Budget and supporting 5-year Capital and financial plans.

Year	2020	2021	2022	2023*	2024*
Sales Tax	$361,591,000	$433,361,000	$480,926,000	$480,926,000	$493,670,000

*Budget/Projected

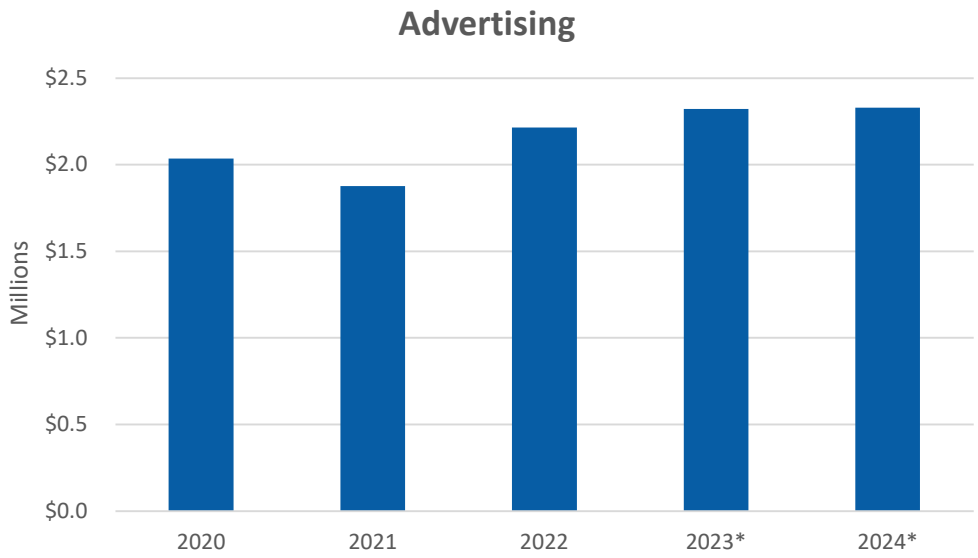


Advertising

Advertising revenues for the Authority come from the lease of exterior space on the sides and rear of bus, light rail vehicles, and the signage inside of commuter rail cars. The annual growth rate for advertising is leveling off. Contract changes are currently underway, and the impact will be reassessed for the final budget.

Year	2020	2021	2022	2023*	2024*
Advertising	$2,035,000	$1,876,000	$2,214,000	$2,322,000	$2,328,000

* Budget/Projected



Passenger Revenue

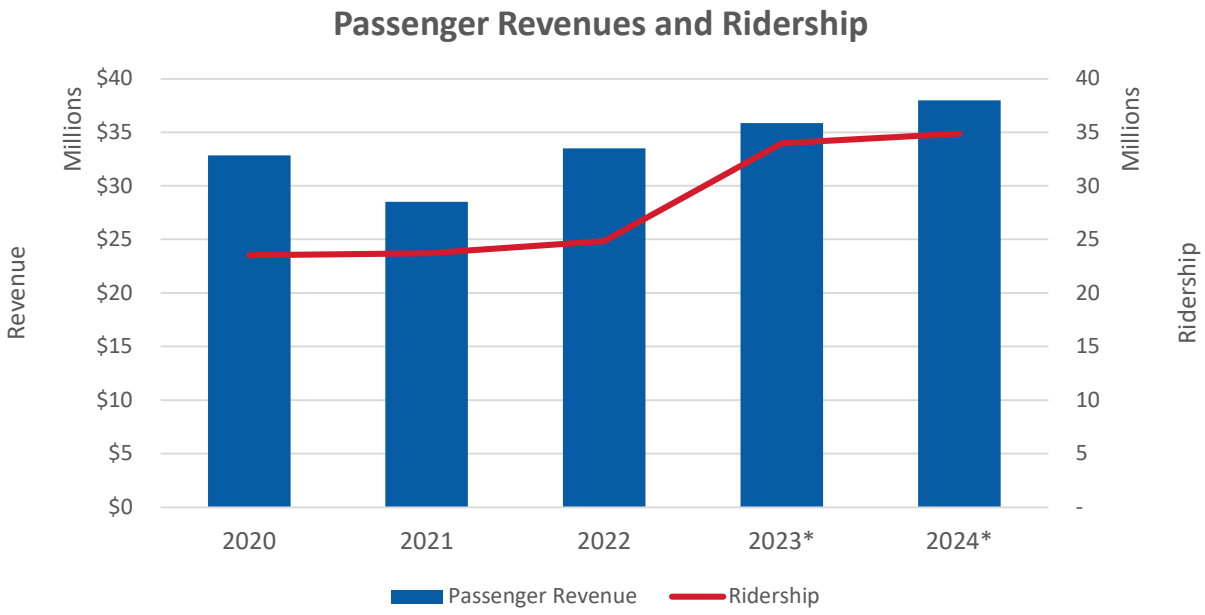
Since 2013, the Authority's base fare has been $2.50. Fares range from $1.25 for senior citizens to $5.50 for premium express service. Low income and fares for social service agencies receive discounts of up to 75 percent over the base fares. Service increases planned in 2023, and continued population and employment growth, will all contribute to an increase in passenger revenues.

2024 Passenger Revenue – $37.9 million:

Ridership and fares recovered roughly as projected in the 2023 budget. The 2024 budget assumes a 5.9 percent increase in passenger revenues, driven by continued recovery growth in ridership.

Year	2020	2021	2022	2023*	2024*
Passenger Revenue	$32,845,000	$28,510,000	$33,499,000	$35,850,000	$37,981,000
Ridership	23,530,000	23,692,000	24,821,000	33,960,710	34,878,373

* Budget/Projected



Federal Preventive Maintenance Formula Grants

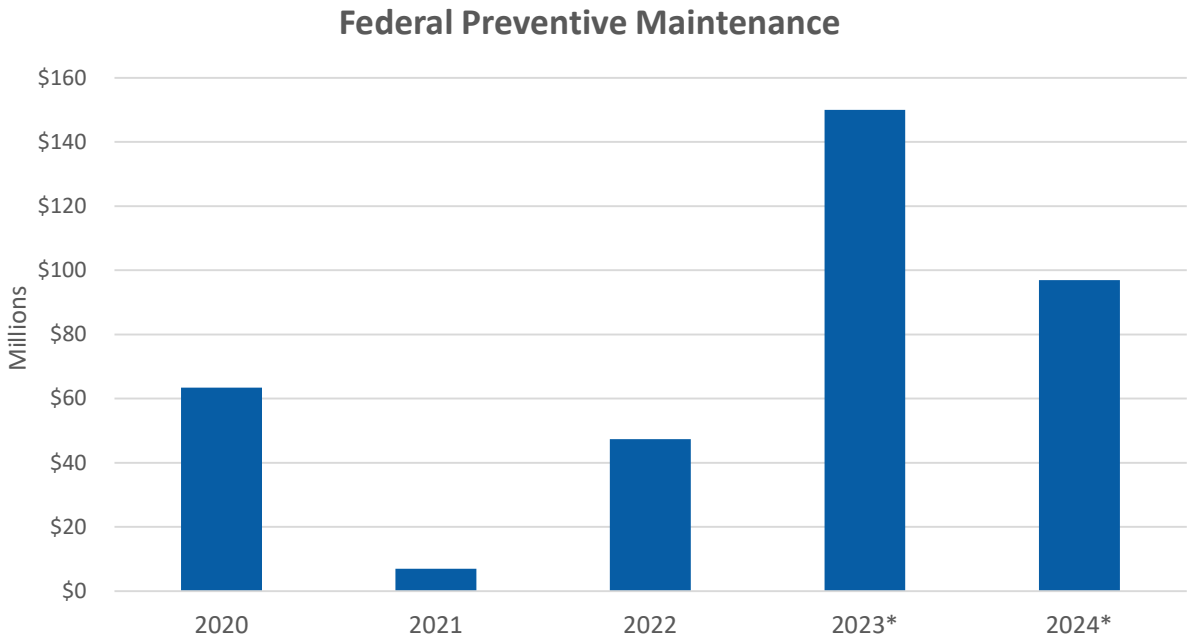
In 2016 the Transportation Bill, Fixing Americas' Surface Transportation (FAST) was approved by Congress. Since that time, the Authority has been able to use formula funds for preventive maintenance. These formula funds may be used to cover up to 80% of preventive maintenance costs. After operating additional TRAX lines/extensions for 7 years UTA qualified for additional formula funds on the green line.

2024 Federal Preventive Maintenance – $96.9 million

The financial plan assumes $96.9 million in FTA formula funds to support the operating program (preventive maintenance and paratransit). This appears to be a decrease from 2023, but this is due to grant award delays for 2022 funds that will be expended in 2023 and the allocation of some formula funds to state of good repair projects in the capital program.

Year	2020	2021	2022	2023*	2024*
Operating Grants	$63,351,000	$6,968,000	$47,287,000	$150,000,000	$96,960,000

* Budget/Projected



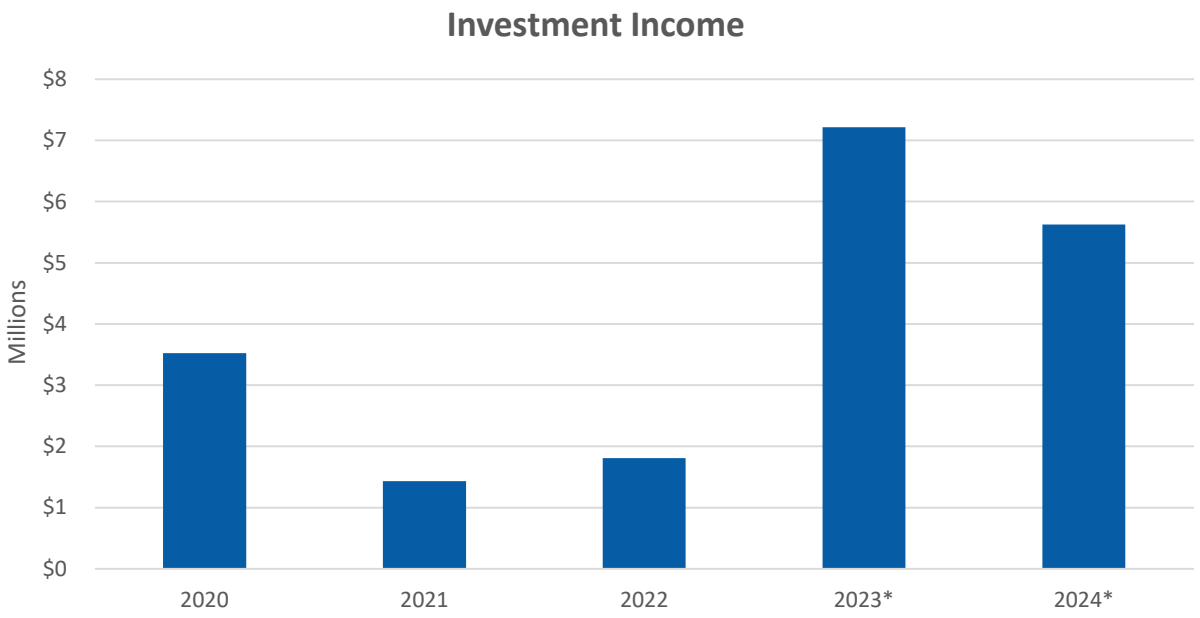
Investment Income

Investment income consists of revenue generated from invested operating fund balances and reserves. Some of the Authority's funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer's office; others are invested by UTA's Investment Management firm (Chandler Asset Management) in accordance with the State's Money Management Act[1]. These investments may yield a higher interest and are secure.

An approximate rate of 2.50% is applied to projected reserve account and cash balances in UTA's Operating Fund. Projected 2023 investment revenues are $7.2 million with 2024 returns projected at $5.6 million due to market volatility.

Year	2020	2021	2022	2023*	2024*
Investment Income	$3,526,000	$1,432,000	$1,807,000	$7,215,000	$5,625,000

* Budget/Projected



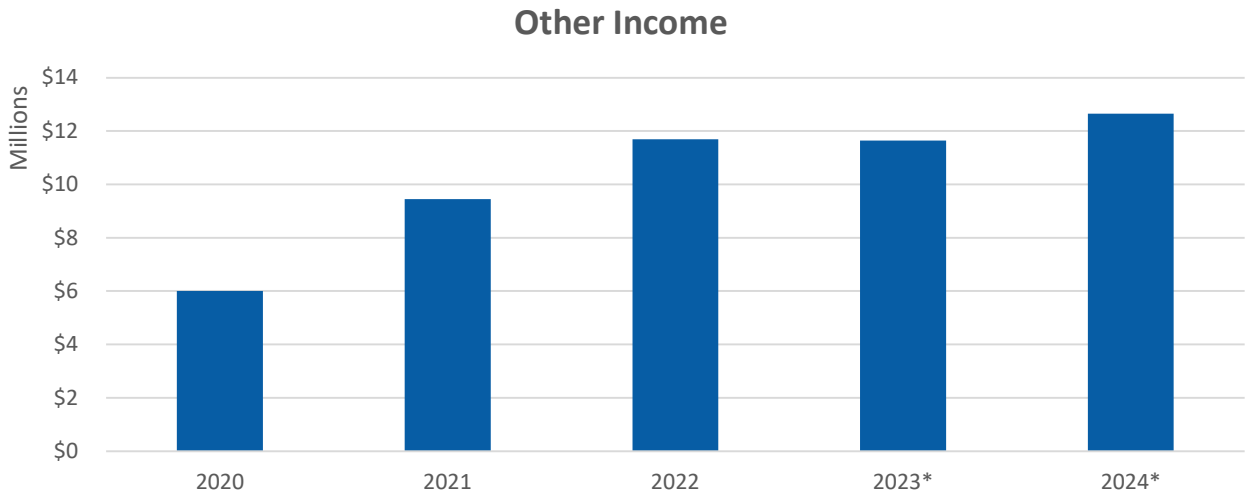
[1] Utah Code Chapter 51-7

Other Income

Other income for 2024 consists of $8.2 million from Salt Lake City for enhanced bus service and Microtransit/On Demand services, a $2.0 million sales tax distribution from the Utah Department of Transportation, $1.8 million for enhanced transit services, and $1.2 million from transit-oriented development revenues.

Year	2020	2021	2022	2023*	2024*
Other Income	$9,443,000	$9,824,000	$11,692,000	$11,634,000	$12,605,000

* Budget/Projected



Operating Uses – 2024 Detail

Employee Compensation and Benefits - $301.1 million:
The 2024 budget reflects a 3.7 percent increase over the 2023 budget. The 2024 budget includes an estimated average increase of 3.7 percent for salaries and wages 2.3 percent for benefits.

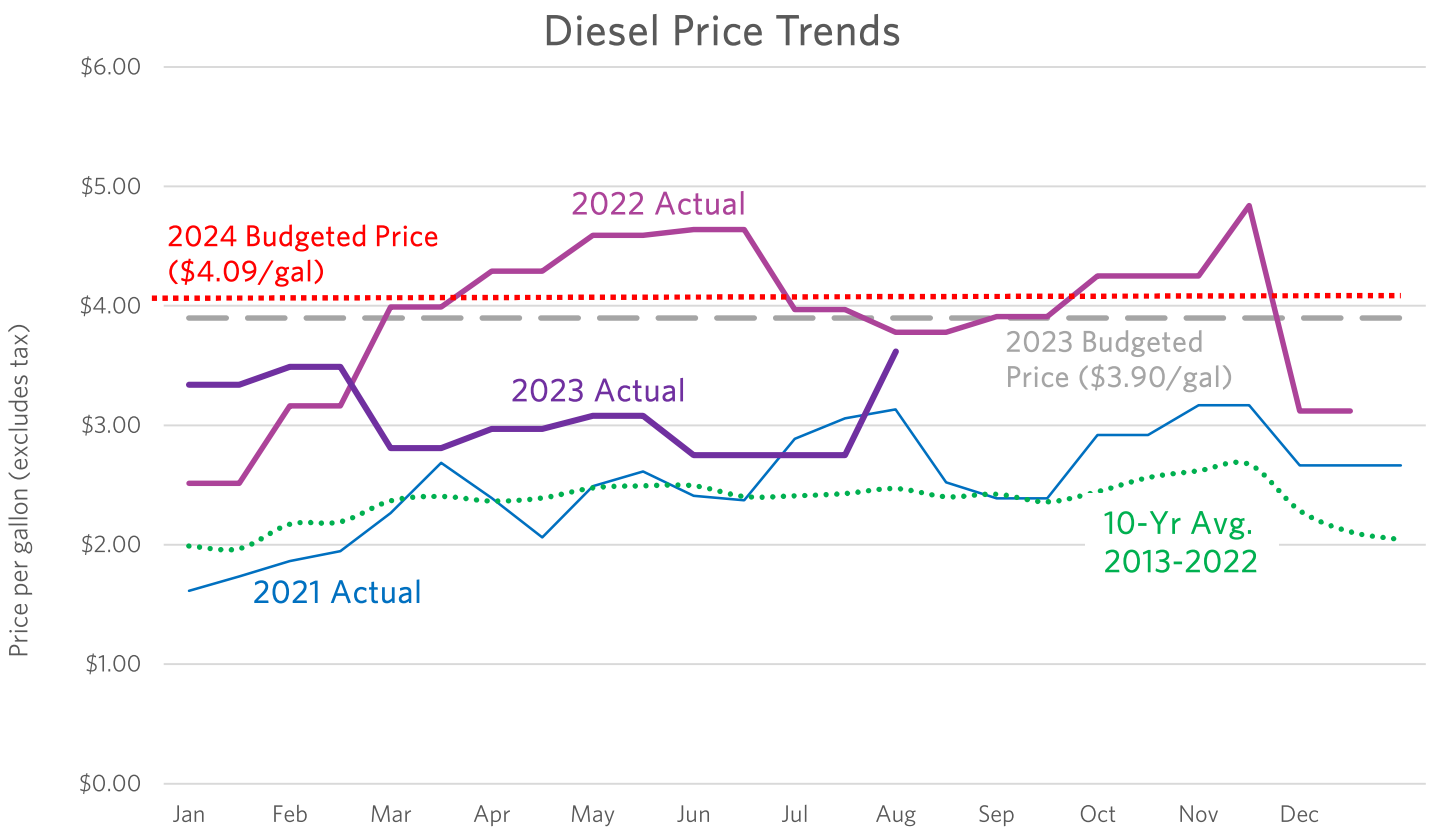
Utilities - $7.4 million:
Includes electricity (excluding propulsion power), heat, light, data charges and other utilities. Costs are expected to increase 19.1 percent in 2024, driven by increased costs for the addition of the new Depot District garage, higher expected heating fuel usage and increased data charges. Like fuel, UTA staff will monitor utility costs and adjust the Final Budget if necessary.

Parts - $25.5 million:
This 2024 budget reflects a $2.04 million (8.7 percent) increase over 2023 budget. Inflation continues to drive parts costs upwards, including freight costs and other supply chain components. Furthermore, the addition of electric buses in Salt Lake Service Unit and Ogden to run the OGX BRT route has added to the increase in the total parts budget for 2024, both in quantity and through higher costs of parts for the new type of vehicle.

Services - $45.3 million:
The 2024 Services budget is up $5.30 million (13.3 percent) over 2023 levels. This increase is due to the expansion of Microtransit into the Tooele service area with electric vans ($2.3 million), carryover from the Rail Apprenticeship Program ($0.5 million), IT additions ($0.7 million) for database and business intelligence tools with smaller amounts accounting for the balance.

Other O&M Costs - $22.5 million:
This 2024 budgeted amount represents a $1.9 million (7.9 percent) decrease over 2023 levels. The decrease reflects some Contingencies reduction and other offsetting adjustments.

Fuel and Propulsion Power - $34.5 million:
Fuel is budgeted 0.4 percent or $0.1 million lower in 2024 than 2023. This decline is predominantly due to diesel fuel usage reductions of over 400,000 gallons versus 2023 ($1.6 million reduction in 2023 budgeted rate), driven by the increased use of electric buses in the Salt Lake and Mt. Ogden business units. Offsetting this somewhat were higher costs per gallon for diesel, cng and gasoline (approximately $800,000) and increased propulsion power costs driven by additional electric buses (approximately $600,000). The 2024 Tentative Budget assumes $4.03 per gallon for diesel (vs $3.90 in 2023), $3.20 per gallon for gasoline (vs $3.10 in 2023), and $1.90 CNG. Fuel prices have continued to climb over the period that the Tentative Budget was being developed. Fuel prices will be re-evaluated prior to approval of the Final Budget and adjustments will be considered.



<u>Capitalized Costs – minus $12.6 million:</u>

Staff time in support of the capital program is initially charged to the operating program and is ultimately charged to capital through a reimbursable process. This $12.6 million credit is the estimated cost of UTA operating costs being charged to the capital program and the Rail overhaul program.

Sources and Uses

5-Year Sources & Uses

	Sources	Actuals 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028
A	**Beginning Balance**	$321.8	$435.2	$531.6	$470.9	$405.8	$357.6	$344.8
	Sales Tax	$480.9	$480.9	$493.7	$518.5	$543.3	$568.2	$593.0
	PM Funds (FTA)	47.3	150.0	97.0	97.9	98.9	99.8	100.7
	Stimulus Funds	167.8	-	-	-	-	-	-
	Passenger Funds	33.5	35.8	38.0	39.2	40.2	40.9	42.0
B	Capital Sources	109.5	204.4	113.9	207.0	167.3	131.9	188.1
	Other Sources	38.3	21.2	20.6	19.7	19.3	19.8	18.1
C	Total Sources	$877.3	$892.3	$763.2	$882.3	$869.0	$860.6	$941.9
	Uses							
D	Operating Expense	$421.2	$392.2	$424.4	$444.1	$466.0	$481.2	$507.7
E	Capital Expense	205.3	214.3	230.4	325.9	263.4	194.6	257.6
F	Debt Service	149.6	159.4	169.1	177.5	187.9	197.6	213.2
G	Total Uses	$776.1	$765.9	$823.9	$947.4	$917.2	$873.3	$978.5
H	Net Change	101.2	126.4	(60.8)	(65.1)	(48.2)	(12.7)	(36.5)
I	Cash Amended [1]	12.2	(30.0)	-	-	-	-	-
J	Ending Balance	435.2	531.6	470.9	405.8	357.6	344.8	308.3
K	Reserves	180.8	190.1	211.1	234.1	257.2	233.2	249.8
L	Long-term Capital Exp. Investment	-	-	60.8	65.1	48.2	12.7	36.5
M	**Unrestricted Fund Balance**	**$254.4**	**$341.5**	**$199.0**	**$106.6**	**$52.1**	**$98.9**	**$22.0**

J = A + C - G + I

M = J - K - L

[1] Repayment of State funds

2024 Operating Budget Request Detail

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 409,295	$ (8,460)	$ 584	$ 80	$ 10,619	$ 3,707	$ 415,826	$ 1,500	$ 7,217	$ 424,543

One-time expenses:
2023 Bargaining signing bonus: $2.1 million
2024 Ramp Up Service Cost: $1.5 million
Executive Director Contingency: $1.0 million
COO Operating Contingencies: $0.5 million
Xpan HR system implementation: $1.5 million
Planning project completions: $0.5 million
Ambassador program startup: $0.5 million

Staffing Changes:
Board Analyst position (annualized cost)
People Office Strategic Analyst (annualized cost)
People Office Labor Relations Business Partner
Finance Office Administrator (annualized cost)
Mid-year promotions and wage adjustments

Service Changes:
Ogden Local Service adjustments: -$1.9 million
Salt Lake Bus Service Adjustment: -$0.3 million
Special Services adjustments; $0.1 million
Trax Saturday service annualization: $0.4 million
Ogden OGX annualization: $0.8 million

Other Increases
Fuel Increases: $0.9 million
Parts Increases: $0.3 million
Other materials and services increases: $2.5 million

2023 Carry Forward:
Executive Director Contingency: $1.0 million
COO Service Contigency: $0.5 million

2024 Additions:
Microtransit South SL County Service: $3.3 million
Commuter Rail additional trips: $0.6 million
Finance Ops/HR Budget Analyst: $131k
Accounting Payroll Mgr: $170k
Accounting 2 FTE A/P Coordinators: $150k
Capital Accountant (partially capitalized) $45k
Contracted cleaning for Depot District garage: $150k
Facilities Service employees 2 FTE for additional stop cleaning: $155k
People MOW Trainer: $125k
People Data Entry clerk: $79k
People HR Specialist 0.5 FTE increase to full time: $31k
Recruitment marketing: $100k
Total Rewards temp help: $40k
Inclusion and Belonging consulting: $50k
Planning additionals 2 FTE Planners: $260k
Communications Social Media Spec: $102k
Communications 0.5 FTE Graphics Specialist: $48k
IT Systems Integrator 1.0 FTE: $140k
Transit App Detour module: $88k
Maint cost new Claims system: $75k
Ent Strat Change Mgt Contract Svcs: $100k
Safety Hep B Immunization: $150k
Ex. Director Coaching/Org Dev Svcs: $100k

Service Strategy

The 2024 Tentative Budget request includes strategies to address ongoing recruiting difficulties, minor service additions, facility maintenance and safety measures, infrastructure improvements to support fleet electrification, and strengthening our internal systems and controls.

UTA continues to have difficulty recruiting and retaining operators and other staff to support the operations and maintenance of the fleet. In addition to ongoing funding, the 2024 budget includes an additional $100k for operator recruitment activity to meet the challenges of an ongoing tight labor market. Recruiting efforts will also be a focus for the new social and visual media positions requested.

Service additions for 2024 have been reduced to minimal levels due to staffing constraints. Those additions that remain are focused on areas that require little to no additional staff. The 2024 budget allocates $3.3 million of funding to support growth of the popular On Demand service in South Salt Lake County, which will be operated by contract partners.

Safety is always a priority for UTA, supported by the 2024 budget through Hepatitis B vaccination funding for employees put at risk by their job duties, and two new facilities service positions that will improve stop hygiene measures.

With our growing electric bus fleet, UTA plans to invest $275,000 in maintenance and training related to the vehicles and chargers.

The 2024 budget request significantly strengthens internal systems and controls support through the following:

- Multiple new Finance positions (2 A/P Coordinators, Payroll Manager, Capital accounting and budget staff, etc.) that will provide the support required for enhanced compliance and decision making.
- A new systems integration analyst position to administer and integrate UTA's many new systems.
- Data integration and additional Transit app capabilities to help drive increased system efficiency and ease of customer use.
- Two additional Planners to enhance UTA's service, long range, and interagency planning capabilities.

Audit/Federal Compliance

2024 Audit/Federal Compliance

	FTE	Cost	Cumulative Cost
Capital & Lease Accountant (50% capitalized)	0.50	45,000	$ 45,000
Hepatitis B Vaccine Initiative		150,000	195,000
Subtotal Audit/Federal Compliance	**0.50**	**195,000**	**195,000**

The capital & lease accountant will allow UTA to prepare financial documents required for audits. Making the Hepatitis B Vaccine available to staff members whose job duties at UTA put them at increased risk is both a moral imperative and a federal initiative.

Agency Requests

Budget Request	*FTE*	*Cost*
Contract Services to support Org Dev & Coaching		$ 100,000
Full Time Social Media Strategist	1.00	101,500
Part Time Graphics/Visual Media position	0.50	47,850
MOW Trainer	1.00	125,000
Data Entry Position	1.00	79,000
Marketing for recruitment		100,000
Total Rewards & Talent Acquisition temporary help		40,000
Consulting funds for Inclusion & Belonging		50,000
Increase PT HR Specialist to FT to support LR/HR work	0.50	31,000
Operations Planners	2.00	260,000
Contract custodial to maintain DDCFTC shop/yard		150,000
Facilities Service Employees	2.00	154,222
Training for new technology of buses		25,000
ABB Maintenance Contract Electric Bus Chargers		250,000
Budget Analyst	1.00	131,250
Payroll Manager	1.00	170,000
Maintenance costs for Claims Management Software		75,000
A/P Coordinators	2.00	150,000
Module for Transit APP for Detour Tracking		87,600
People/Process Change & Project Management		100,000
Special Projects Manager (funded)	1.00	
Systems Integration Analyst	1.00	140,000
Government Relations Admin Increase to Full Time	0.60	34,000
Orchard Trail investment commitment		20,000
Subtotal Agency Requests	14.60	$ 2,421,422

This $2.4 million package of requests includes funding to improve financial oversight through additional staff in the Finance Office, including 2 AP coordinators, a Payroll Manager, and a Budget Analyst. Funding for 2 FTE Planning staff members is also included.

The request also focuses on enhancing UTA's electric bus charging infrastructure and supporting the training needed for staff to maintain these new systems effectively.

New hires and employee initiatives remain a focus this year through additional marketing, coaching services, change management, temporary staff, and inclusion & belonging consultant funding requests. In total, the agency is requesting 17.6 new positions in the 2024 budget, 2.5 of which will be funded through the Capital program (as seen in the following discussion).

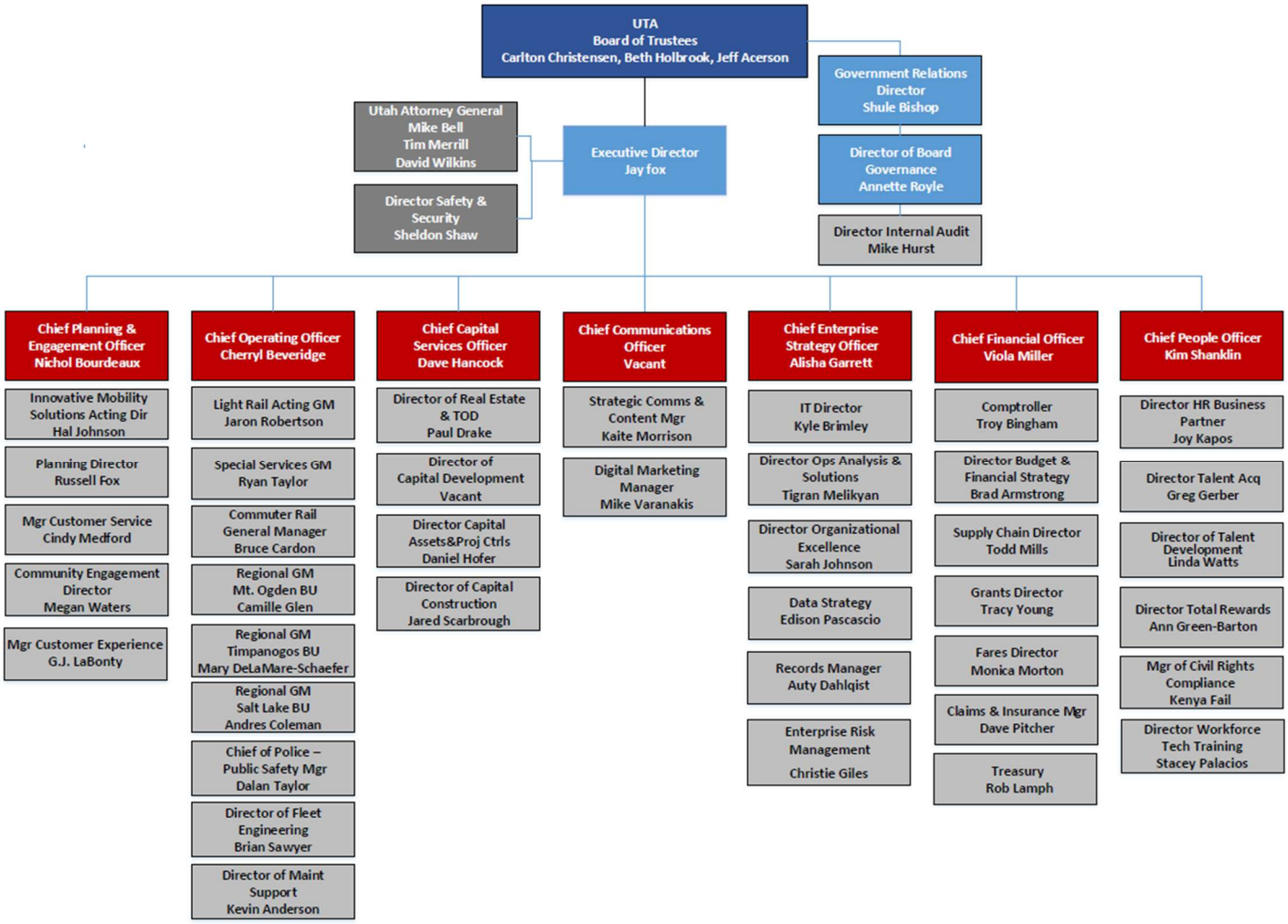
Capital Position Requests

UTA approves all headcount in the Operating budget request. Capital staff will charge to the capital program through a reimbursable process. Funding for these 2.5 positions include start-up costs only (computer, supplies, office space, etc.).

	FTE	Cost
Capital & Lease Accountant (50% capitalized)	0.50	$ 45,000
GIS Analyst	1.00	102,000
CFO: Capital Budget Analyst (cost offset by Capital)	1.00	131,250
Subtotal Audit/Federal Compliance	2.50	$ 278,250

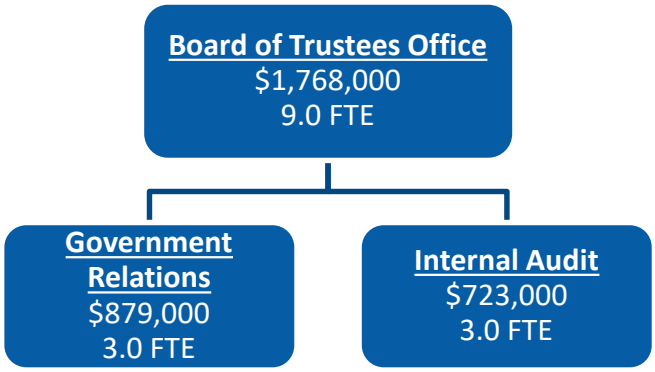
These positions will support the financial oversight and project management needs required by UTA's growing capital program.

Org Chart – 2024



2024 Operating Budget by Office, Cost Center, Category & FTE

UTA Board of Trustees



The UTA Board of Trustees are appointed by the Governor to represent their respective counties. The Trustees work closely with legislators, local governments, stakeholders, and community members. They partner with the Executive Director in setting the vision and long-term priorities for the Agency.

The Board of Trustees Office provides the following to make the UTA System work:

- *Board of Trustees.* Provide leadership, fiscal oversight and support the Executive Director in the daily management of UTA's services.
- *Internal Audit.* The audit team plays a critical role in evaluating and improving UTA's system of governance, risk management, and controls. This is done primarily through execution of the annual internal audit plan, which is defined and approved by the Audit Committee.
- *Government Relations.* Engages externally with elected officials at a federal, state, and local level to inform, advocate and influence public policy that impacts UTA. They also collaborate and coordinate with partners and advocates on all three of these levels to promote the best interests of the organization.

2024 Proposed Board of Trustees Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Board of Trustees	$1,524,000	$1,768,000	$244,000
Government Relations	814,000	879,000	65,000
Internal Audit	829,000	723,000	(106,000)
Totals	**$3,168,000**	**$3,370,000**	**$202,000**

2024 Proposed Board of Trustees Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$1,604,000	$1,724,000	7.5%
Fringe	689,000	787,000	14.2%
Services	719,000	622,000	-13.5%
Utilities	6,000	10,000	66.7%
Other O&M	149,000	227,000	52.3%
Totals	**$3,168,000**	**$3,370,000**	**6.4%**

Board of Trustees FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Board of Trustees	9.0	9.0	-
Government Relations	2.4	3.0	0.6
Internal Audit	4.0	4.0	-
Totals	**15.4**	**16.0**	**0.6**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 3,168	$ (125)	$ 133	$ -	$ 113	$ 47	$ 3,336	$ -	$ 34	$ 3,370

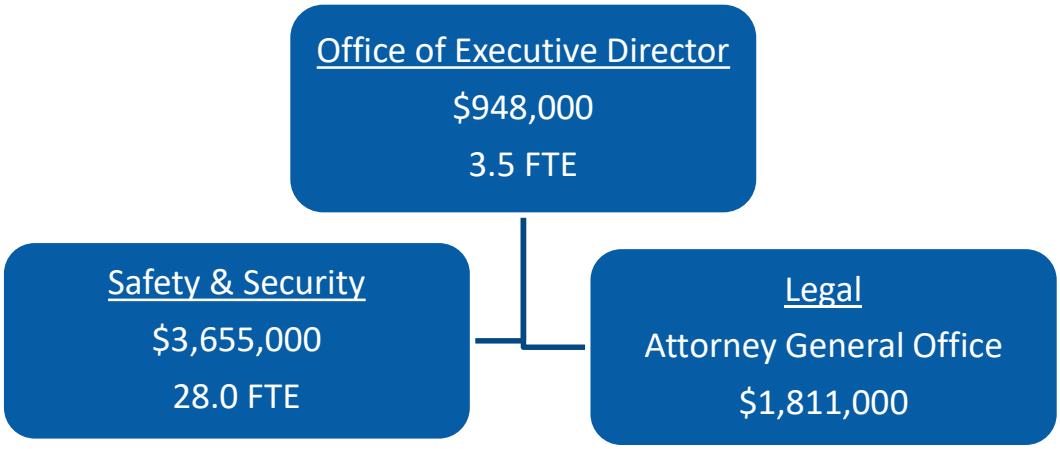
One-time expenses:
Internal Audit contract services: $125k

Staffing Changes:
Board Analyst position (annualized cost)

Other Increases:
Other materials and services increases: $47k

2024 Additions:
Government Relations increase admin position to full time $34k

Executive Director



The Executive Director's Office focuses internally on running the day-to-day functions of the organization. The Executive Director sets the annual strategies, initiatives and goals for the Agency and partners with each Executive Office to fulfill UTA's mission and vision.

UTA Executive Office provides the following to meet the needs of the Agency:

- Executive Director. Provides leadership and daily management to UTA's workforce.

In addition to the seven chief offices, the Executive Director also oversees the following departments:

- *Safety & Security.* Focused on UTA safety and security practices and ensuring regulations are met.
- *Legal.* Works directly with our in-house representation from the Attorney General's Office.

2024 Executive Director Operating Budget Expenses by Division

Department	FY 2023 Budget	FY 2024 Budget	Change
Executive Director*	$794,000	$948,000	$154,000
Legal Services	1,859,000	1,811,000	(48,000)
Safety & Security	3,370,000	3,655,000	285,000
Non-Departmental	1,000,000	1,000,000	-
Totals	**$7,023,000**	**$7,414,000**	**$391,000**

*FY 2024 includes annualization of 2 FTE positions added in the FY 2023 Amended Budget.

2024 Executive Director Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$2,023,000	$2,121,000	4.8%
Fringe	916,000	989,000	8.0%
Services	3,038,000	3,021,000	-0.6%
Fuel/Power	8,000	14,000	75.0%
Utilities	12,000	12,000	0.0%
Parts	1,000	6,000	500.0%
Other O&M	245,000	251,000	2.4%
Capitalized Costs	-220,000	0	-100.0%
Non-Departmental*	1,000,000	1,000,000	0.0%
Totals	**$7,023,000**	**$7,414,000**	**5.6%**

*Under the purview of the Executive Director is the non-departmental cost center which has $1 million proposed in this budget to fund emerging/emergency needs.

Executive Director FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Executive Director	3.5	3.5	-
Legal Services	-	-	-
Safety & Security	28.5	28.0	(0.5)
Non-Departmental	-	-	-
Totals	**32.0**	**31.5**	**(0.5)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 7,023	$ (1,000)	$ 4	$ -	$ 149	$ (13)	$ 6,164	$ 1,000	$ 250	$ 7,414

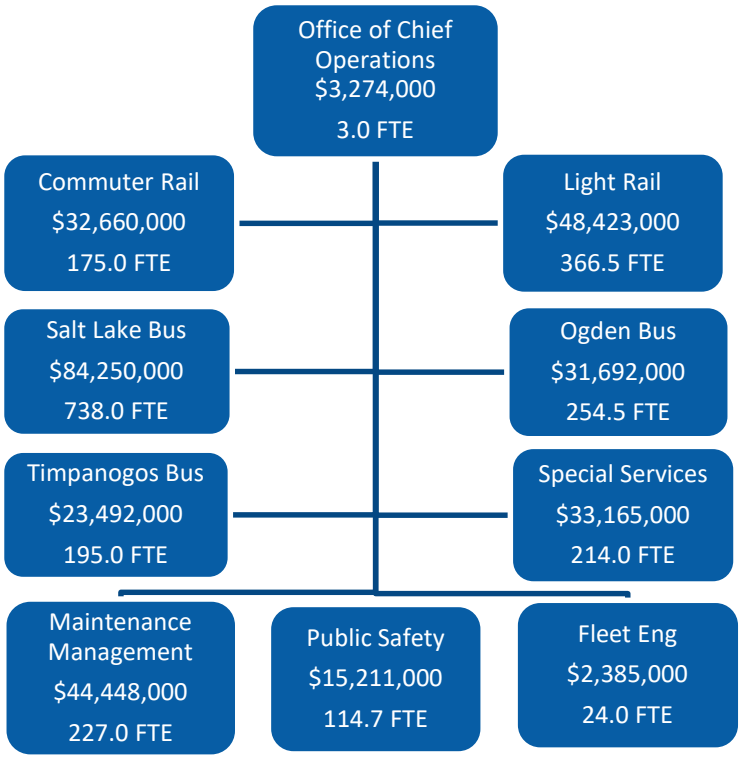
One-time expenses:
Executive Director Contingency: $1.0 million

Other Increases:
Other materials and services changes: $113k
Savings from Legal Services reduced outsourcing $-126k

2023 Carry Forward:
Executive Director Contingency: $1.0 million

2024 Additions:
Safety Hep B Immunization: $150k
Ex. Director Coaching/Org Dev Svcs: $100k

Operations



The Operations organization is comprised of nine service units covering UTA's service area and Public Safety (including Transit Communications Center), Fleet Engineering and Asset Management (Engineering & Support Maintenance) Departments. UTA Operations provides the following functions:

- *Office of the Chief.* Provides oversight, direction, and leadership for Operations.
- *Modal Offices.* Operates buses (3 business units), light rail, commuter rail, vanpool, and special services across the UTA service area in a safe and efficient manner.
- *Maintenance Management*. Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA's customers.
- *Public Safety*. UTA has an internal police department focused on keeping our community, our riders, and our employees safe. Our police also engage in community service and support our local authorities. Includes *Transit Communications Center.*
- *Fleet Engineering*. Provides technical engineering expertise and quality assurance oversight to Bus and Rail Maintenance, Operation personnel and Capital acquisition.

2024 Operations Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office*	$23,349,000	$20,870,000	($2,479,000)
Maintenance Mgt	43,185,000	44,448,000	1,263,000
Salt Lake Bus	82,805,000	84,250,000	1,445,000
Mt. Ogden Bus	30,166,000	31,692,000	1,526,000
Timpanogos Bus	23,086,000	23,492,000	406,000
Special Services	32,263,000	33,165,000	902,000
Light Rail	46,636,000	48,423,000	1,787,000
Commuter Rail	31,110,000	32,660,000	1,550,000
Totals	**$312,599,000**	**$319,000,000**	**$6,401,000**

*Includes Public Safety, Transit Comms Center, and Fleet Engineering

2024 Operations Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$152,427,000	$156,109,000	2.4%
Fringe	79,365,000	79,934,000	0.7%
Services	11,598,000	13,320,000	14.8%
Fuel/Power	35,219,000	34,952,000	-0.8%
Parts	23,114,000	25,259,000	9.3%
Utilities	5,108,000	5,845,000	14.4%
Non-Departmental	5,876,000	2,432,500	-58.6%
Other O&M	8,811,000	9,307,500	5.6%
Capitalized Costs	(8,919,000)	(8,158,000)	-8.5%
Totals	**$312,599,000**	**$319,000,000**	**2.0%**

Operations FTE Summary: 2023 Budget and 2024 Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office	3.0	3.0	0.0
Public Safety	114.7	114.7	0.0
Fleet Engineering	24.0	24.0	0.0
Maintenance Mgt	225.0	227.0	2.0
Salt Lake Bus	750.0	738.0	(12.0)
Mt. Ogden Bus	265.0	254.5	(10.5)
Timpanogos Bus	196.0	195.0	(1.0)
Special Services	216.0	214.0	(2.0)
Light Rail	365.5	366.5	1.0
Commuter Rail	175.0	175.0	0.0
Totals	**2,334.2**	**2,311.7**	**(22.5)**

2024 Operations Budget Changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 312,599	$ (4,114)	$ (254)	$ (820)	$ 7,627	$ 2,098	$ 317,135	$ 500	$ 1,365	$ 319,000

One-time expenses:
2023 Bargaining signing bonus: $2.1 million
2024 Ramp Up Service Cost: $1.5 million
COO Operating Contingencies: $0.5 million

Staffing Changes:
Transfer out of Special Projects Director from COO to Ent Strat

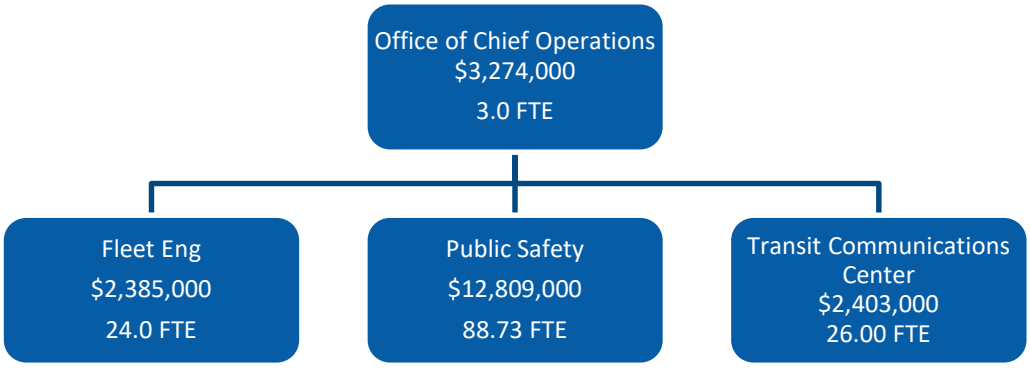
Service Changes:
Ogden Local Service adjustments: -$1.9 million
Salt Lake Bus Service Adjustment: -$0.3 million
Special Services adjustments; $0.1 million
Trax Saturday service annualization: $0.4 million
Ogden OGX annualization: $0.8 million

Other Increases:
Fuel Increases: $0.8 million
Parts Increases: $0.3 million
Other materials and services increases: $1.0 million

2023 Carry Forward:
COO Service Contingency: $0.5 million

2024 Additions:
Commuter Rail additional trips: $0.6 million
Contracted cleaning for Depot District garage: $150k
Facilities Service employees 2 FTE for additional stop cleaning: $155k
Bus Charger Maintenance Contract and tech training: $275k

COO Office



2024 Proposed COO Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office	$6,429,000	$3,274,000	($3,155,000)
Transit Comms Center	2,272,000	2,403,000	131,000
Public Safety	12,429,000	12,809,000	380,000
Fleet Engineering	2,219,000	2,385,000	166,000
Totals	**$23,349,000**	**$20,870,000**	**($2,479,000)**

2024 Proposed COO Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$11,639,000	$12,047,000	3.5%
Fringe	5,413,000	5,740,000	6.0%
Services	245,000	249,000	1.6%
Fuel/Power	263,000	253,000	-3.8%
Utilities	153,000	173,000	0.0%
Non-Departmental	5,876,000	2,432,500	0.0%
Other O&M	669,000	858,500	0.0%
Capitalized Costs	-908,000	-883,000	-2.8%
Totals	**$23,349,000**	**$20,870,000**	**-10.6%**

COO FTE Summary: 2023 Budget and 2024 Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Operations	3.0	3.0	-
Public Safety	88.7	88.7	-
Transit Comms Center	26.0	26.0	-
Fleet Engineering	24.0	24.0	-
Totals	**141.7**	**141.7**	**-**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 23,349	$ (2,038)	$ (223)	$ (1,905)	$ 760	$ 153	$ 20,095	$ 500	$ 275	$ 20,870

One-time expenses:
2024 Ramp Up Service Cost: $1.5 million
COO Operating Contingencies: $0.5 million

Other Increases:
Other materials and services increases: $0.2 million

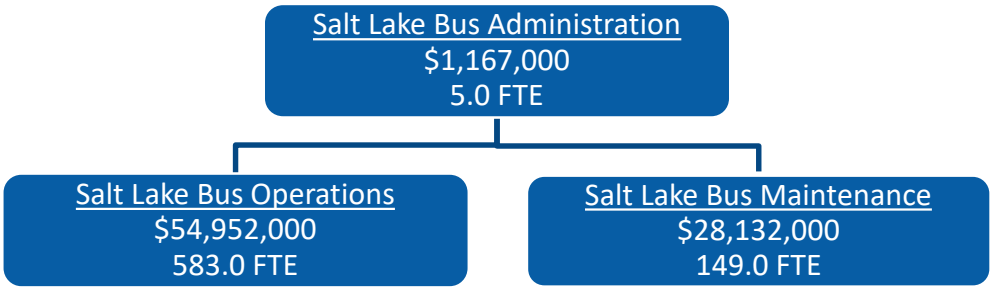
Service Changes:
Ogden Local Service contingency adjustments: -$1.9 million

2023 Carry Forward:
COO Service Contigency: $0.5 million

2024 Additions:
Bus Charger Maintenance Contract and tech training: $275k

Operations Contingency:
Supervisor ratios: $1.6 million
Operator Retention: $350k

Salt Lake Service Unit



2024 Proposed Salt Lake Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Salt Lake Administration	$899,000	$1,167,000	$268,000
Salt Lake Operations	54,541,000	54,952,000	411,000
Salt Lake Maintenance	27,365,000	28,132,000	767,000
Totals	**$82,805,000**	**$84,250,000**	**$1,445,000**

2024 Proposed Salt Lake Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$45,357,163	$46,274,150	2.0%
Fringe	24,539,064	24,430,143	-0.4%
Services	149,500	335,500	124.4%
Fuel/Power	8,318,018	7,871,217	-5.4%
Utilities	113,000	113,000	0.0%
Parts	3,013,373	3,596,270	19.3%
Other O&M	1,314,484	1,629,763	24.0%
Totals	**$82,805,000**	**$84,250,000**	**1.7%**

Salt Lake FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Salt Lake Administration	6.0	6.0	-
Salt Lake Operations	595.0	583.0	(12.0)
Salt Lake Maintenance	149.0	149.0	-
Totals	**750.0**	**738.0**	**(12.0)**

Summary of budget changes

2023 Budget	2023 One-Time Expenses	2023 Additions		2024 Adjustments		2024 Budget			
		Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 82,805	$ (728)	$ -	$ (308)	$ 2,006	$ 326	$ 84,100	$ -	$ 150	$ 84,250

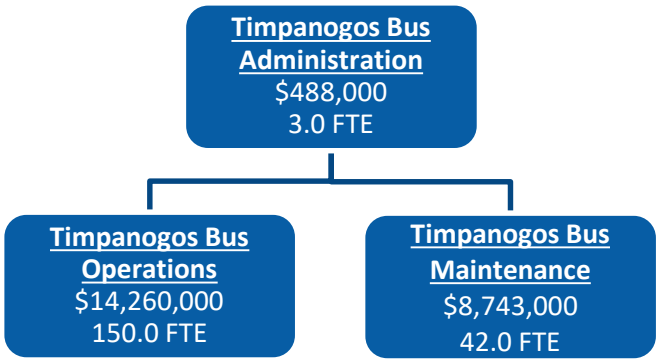
One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Salt Lake County Service misc adjustments

Other Increases:
Fuel Increases: $250k
Parts Increases: $0.1 million
Other materials and services increases: $0.1 million

2024 Additions:
Contracted cleaning for Depot District garage: $150k

Timpanogos Service Unit



2024 Proposed Timpanogos Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Timp Administration	$455,000	$488,000	$33,000
Timp Operations	13,965,000	14,260,000	295,000
Timp Maintenance	8,665,000	8,743,000	78,000
Totals	**$23,086,000**	**$23,492,000**	**$406,000**

2024 Proposed Timpanogos Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$12,099,000	$12,432,000	2.8%
Fringe	6,475,000	6,432,000	-0.7%
Services	59,000	50,000	-15.3%
Fuel/Power	3,144,000	3,230,000	2.7%
Utilities	14,000	15,000	7.1%
Parts	1,060,000	1,015,000	-4.2%
Other O&M	284,000	318,000	12.0%
Capitalized Costs	(49,000)	-	-
Totals	**$23,086,000**	**$23,492,000**	**1.8%**

Timpanogos FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Timp Administration	3.0	3.0	-
Timp Operations	151.0	150.0	(1.0)
Timp Maintenance	42.0	42.0	-
Totals	**196.0**	**195.0**	**(1.0)**

Summary of budget changes

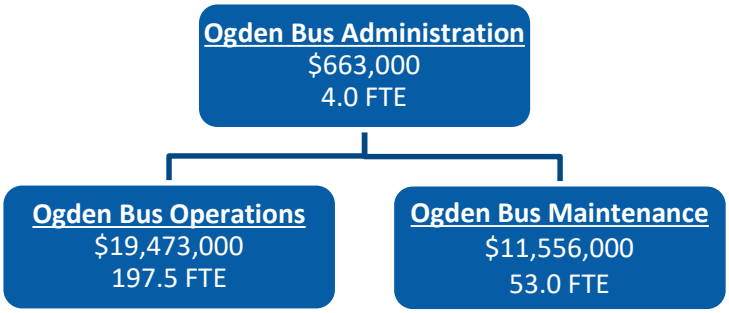
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 23,086	$ (226)	$ -	$ (17)	$ 529	$ 121	$ 23,492	$ -	$ -	$ 23,492

One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Timpanogos misc service adjustments

Other Increases:
Fuel Increases: $98k
Parts Increases: $10k
Other materials and services increases: $29k

Mt. Ogden Service Unit



2024 Proposed Mt. Ogden Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Ogden Administration	$642,000	$663,000	$21,000
Ogden Operations	18,334,000	19,473,000	1,139,000
Ogden Maintenance	11,190,000	11,556,000	366,000
Totals	**$30,166,000**	**$31,692,000**	**$1,526,000**

2024 Proposed Mt. Ogden Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$15,857,000	$16,860,000	6.3%
Fringe	8,547,000	8,727,000	2.1%
Services	126,000	113,000	-10.3%
Fuel/Power	3,741,000	4,062,000	8.6%
Utilities	15,000	20,000	33.3%
Parts	1,336,000	1,428,000	6.9%
Other O&M	544,000	481,000	-11.6%
Totals	**$30,166,000**	**$31,692,000**	**5.1%**

Mt. Ogden FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Ogden Administration	4.0	4.0	-
Ogden Operations	208.0	197.5	(10.5)
Ogden Maintenance	53.0	53.0	-
Totals	**265.0**	**254.5**	**(10.5)**

Summary of budget changes

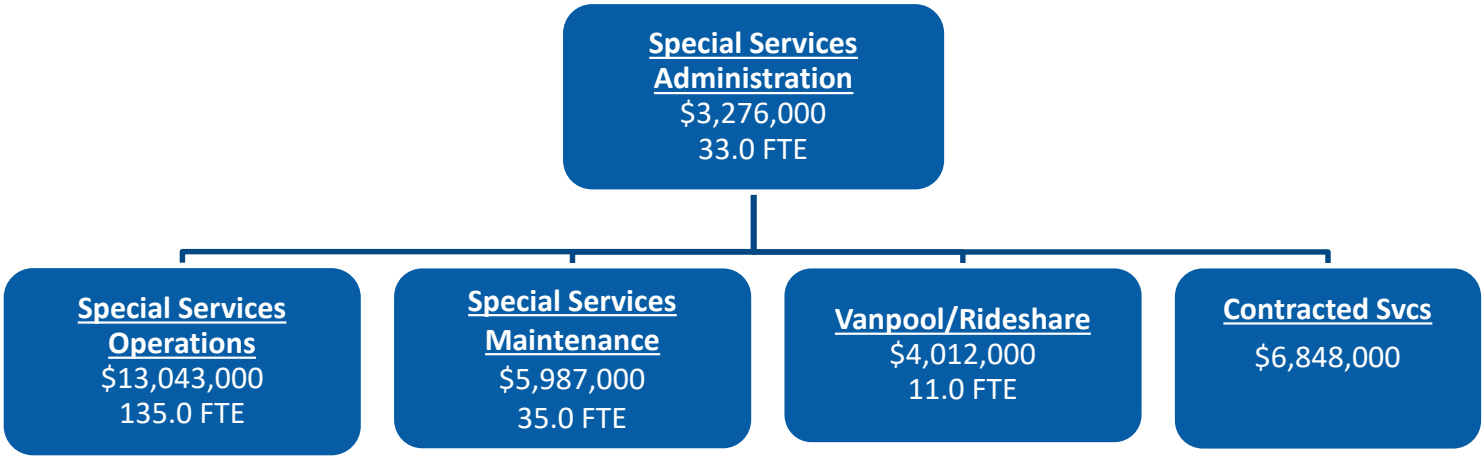
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 30,166	$ (247)	$ -	$ 848	$ 749	$ 176	$ 31,692	$ -	$ -	$ 31,692

One-time expenses:
2023 Bargaining signing bonus

Service Changes:
OGX annualized service: $0.8 million

Other Increases:
Fuel Increases: $115k
Parts Increases: $13k
Other materials and services increases: $45k

Special Services Service Unit



2024 Proposed Special Services Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Special Svcs Administration	$3,187,000	$3,276,000	$89,000
Special Svcs Operations	13,353,000	13,043,000	(310,000)
Special Svcs Maintenance	5,815,000	5,987,000	172,000
Vanpool/Rideshare	4,015,000	4,012,000	(3,000)
Contracted Services	5,893,000	6,848,000	955,000
Totals	**$32,263,000**	**$33,165,000**	**$902,000**

2024 Proposed Special Services Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$13,743,000	$13,746,000	0.0%
Fringe	7,347,000	7,246,000	-1.4%
Services	6,051,000	7,014,000	15.9%
Fuel/Power	3,235,000	3,241,000	0.2%
Utilities	22,000	18,000	-18.2%
Parts	445,000	448,000	0.7%
Other O&M	1,419,000	1,453,000	2.4%
Totals	**$32,263,000**	**$33,165,000**	**2.8%**

Special Services FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Special Svcs Administration	33.0	33.0	-
Special Svcs Operations	137.0	135.0	(2.0)
Special Svcs Maintenance	35.0	35.0	-
Vanpool/Rideshare	11.0	11.0	-
Contracted Services	-	-	-
Totals	**216.0**	**214.0**	**(2.0)**

Summary of budget changes

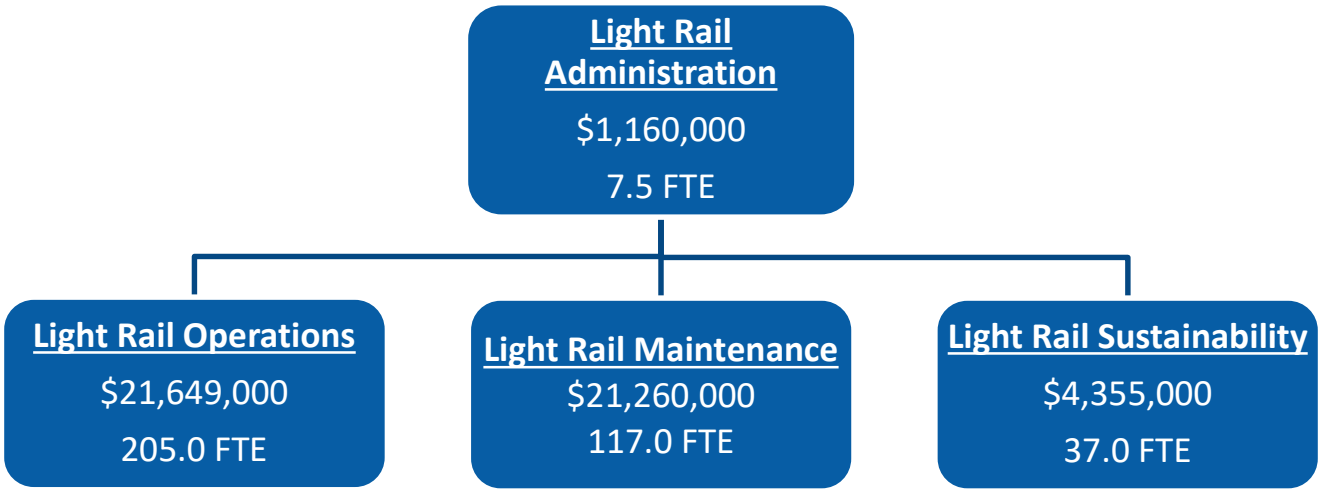
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 32,263	$ (194)	$ -	$ 123	$ 712	$ 261	$ 33,165	$ -	$ -	$ 33,165

One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Special Services adjustments; $0.1 million

Other Increases:
Fuel Increases: $103k
Parts Increases: $4k
Other materials and services increases: $278k

Light Rail Service Unit



2024 Proposed Light Rail Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Light Rail Administration	$1,195,000	$1,160,000	($35,000)
Light Rail Operations	20,964,000	21,649,000	685,000
Light Rail Maintenance	20,243,000	21,260,000	1,017,000
Light Rail Sustainability	4,234,000	4,355,000	121,000
Totals	**$46,636,000**	**$48,423,000**	**$1,787,000**

2024 Proposed Light Rail Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$25,507,000	$26,060,000	2.2%
Fringe	12,907,000	12,918,000	0.1%
Services	1,355,000	1,373,000	1.3%
Fuel/Power	121,000	110,000	-9.1%
Utilities	53,000	53,000	0.0%
Parts	12,337,000	12,938,000	4.9%
Other O&M	1,712,000	1,666,000	-2.7%
Capitalized Costs	(7,357,000)	(6,695,000)	-
Totals	**$46,636,000**	**$48,423,000**	**3.8%**

Light Rail FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Light Rail Administration	6.5	7.5	1.0
Light Rail Operations	205.0	205.0	-
Light Rail Maintenance	117.0	117.0	-
Light Rail Sustainability	37.0	37.0	-
Totals	**365.5**	**366.5**	**1.0**

Summary of budget changes

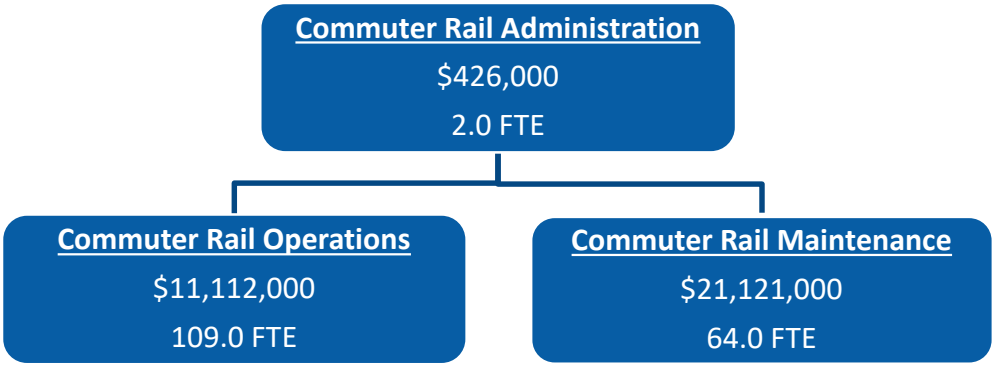
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 46,636	$ (330)	$ (32)	$ 439	$ 1,258	$ 452	$ 48,423	$ -	$ -	$ 48,423

Staffing Changes:
2023 Bargaining signing bonus

Service Changes:
Annualized Increased Saturday Service: $452k

Other Increases:
Fuel Increases: $4k
Parts Increases: $183k
Other materials and services increases: $118k

Commuter Rail Service Unit



2024 Proposed Commuter Rail Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Com. Rail Administration	$566,000	$426,000	($140,000)
Com. Rail Operations	10,424,000	11,112,000	688,000
Com. Rail Maintenance	20,119,000	21,121,000	1,002,000
Totals	**$31,110,000**	**$32,660,000**	**$1,550,000**

2024 Proposed Commuter Rail Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$11,644,000	$12,275,000	5.4%
Fringe	5,761,000	5,874,000	2.0%
Services	466,000	700,000	50.2%
Fuel/Power	9,265,000	9,257,000	-0.1%
Utilities	305,000	314,000	3.0%
Parts	3,328,000	3,996,000	20.1%
Other O&M	841,000	863,000	2.6%
Capitalized Costs	(500,000)	(620,000)	24.0%
Totals	**$31,110,000**	**$32,660,000**	**5.0%**

Commuter Rail FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Com. Rail Administration	3.0	2.0	(1.0)
Com. Rail Operations	108.0	109.0	1.0
Com. Rail Maintenance	64.0	64.0	-
Totals	**175.0**	**175.0**	**-**

Summary of budget changes

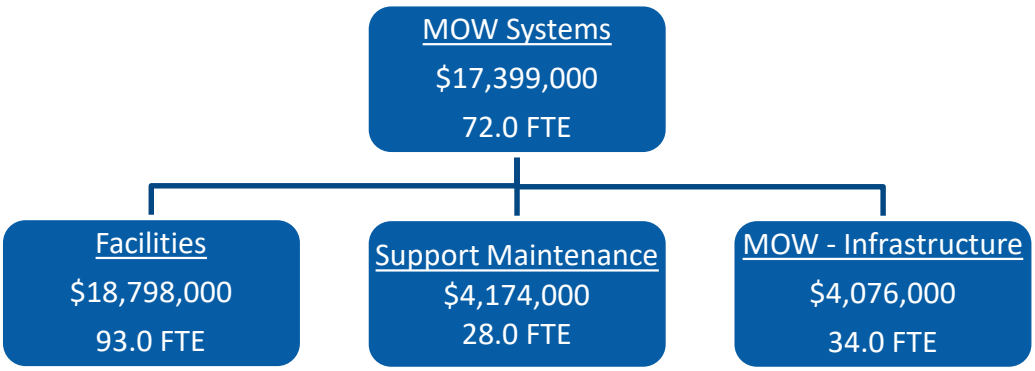
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 31,110	$ (127)	$ -	$ -	$ 620	$ 499	$ 32,101	$ -	$ 559	$ 32,660

Service Changes:
2023 Bargaining signing bonus

Other Increases:
Fuel Increases: $290k
Parts Increases: $47k
Other materials and services increases: $160k

2024 Additions:

Maintenance Management Service Unit



2024 Proposed Maintenance Management Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Support Maintenance	$3,940,000	$4,174,000	$234,000
Facilities	17,450,000	18,798,000	1,348,000
MOW - Systems	17,533,000	17,399,000	(134,000)
MOW - Infrastructure	4,262,000	4,076,000	(186,000)
Totals	**$43,185,000**	**$44,448,000**	**$1,263,000**

2024 Proposed Maintenance Management Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$16,580,000	$16,414,000	-1.0%
Fringe	8,376,000	8,567,000	2.3%
Services	3,147,000	3,485,000	10.7%
Fuel/Power	7,132,000	6,926,000	-2.9%
Utilities	4,433,000	5,138,000	15.9%
Parts	1,594,000	1,839,000	15.4%
Other O&M	2,028,000	2,038,000	0.5%
Capitalized Costs	(105,000)	40,000	-138.1%
Totals	**$43,185,000**	**$44,448,000**	**2.9%**

Maintenance Management FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Support Maintenance	28.0	28.0	-
Facilities	91.0	93.0	2.0
MOW - Systems	72.0	72.0	-
MOW - Infrastructure	34.0	34.0	-
Totals	**225.0**	**227.0**	**2.0**

Summary of budget changes

2023 Budget	2023 One-Time Expenses	2023 Additions		2024 Adjustments		2024 Budget			
		Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 43,185	$ (223)	$ -	$ -	$ 994	$ 63	$ 44,018	$ -	$ 429	$ 44,448

One-time expenses:
2023 Bargaining signing bonus

Other Increases:
Fuel Increases: $12k
Parts Increases: $23k
Other materials and services increases: $63k

2024 Additions:
Facilities Service employees 2 FTE for additional stop cleaning: $155k
Bus Charger Maintenance Contract and tech training: $275k

Communications & Marketing

Office of Communication
$4,279,000
16.5 FTE

The Communications and Marketing Office (CMO) maintains and strengthens the brand identity of the Utah Transit Authority, building internal and external trust in UTA with the ultimate goal of attracting customers and increasing awareness and understanding of the value of transit in our service area.
In fulfillment of our purpose, the CMO team delivers the following services:

- *Communications Strategy.* CMO Strategists guide and support the communications and marketing needs of all UTA departments and service units, providing communications strategy and support for events, campaigns, content, materials, tools, and related efforts.
- *Media Relations*. CMO consults with UTA leadership on media relations strategy and tactics, and interfaces with broadcast media representatives, building media relationships, reinforcing UTA's brand, and delivering official messages and responses to media inquiries.
- *Graphics and Design*. CMO sets and maintains graphic design standards for UTA's brand, providing guidance and graphics project/task support on visual materials that represent UTA to internal and external audiences.
- *Digital Media*. CMO manages UTA's presence and activity in the digital media sphere including social channels, advertising (including print advertising on UTA assets), marketing (including direct and experiential customer marketing), and other campaigns that strengthen UTA's brand and services.
- *Internal Communications*. CMO oversees agency communications to employees including designing and managing the UTA internal communications app, providing strategy and support for employee engagement, development, and success in alignment with UTA strategy.
- *Executive Communications*. CMO directly supports the communications and marketing needs of the UTA Board of Trustees, Executive Director, and other senior leaders for events, speeches, presentations, stakeholder relations, and other communications strategy and consultation.

2024 Communication Operating Budget Expenses by Division

Department	FY 2023 Budget	FY 2024 Budget	Change
Office of Communication & Marketing	$3,962,000	$4,279,000	$561,000
Totals	**$3,962,000**	**$4,279,000**	**$561,000**

2024 Communication Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$1,387,000	$1,539,000	11.0%
Fringe	613,000	744,000	21.4%
Services	1,025,000	1,087,000	6.0%
Fuel/Power	-	1,000	0.0%
Utilities	4,000	5,000	25.0%
Other O&M	933,000	903,000	-3.2%
Totals	**$3,962,000**	**$4,279,000**	**8.0%**

2024 Communication FTE Summary

Department	FY 2023 Budget	FY 2024 Budget	Change
Office of Communication & Marketing	15.0	16.5	1.5
Totals	**15.0**	**16.5**	**1.5**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 3,962	$ -	$ -	$ -	$ 99	$ 68	$ 4,128	$ -	$ 149	$ 4,278

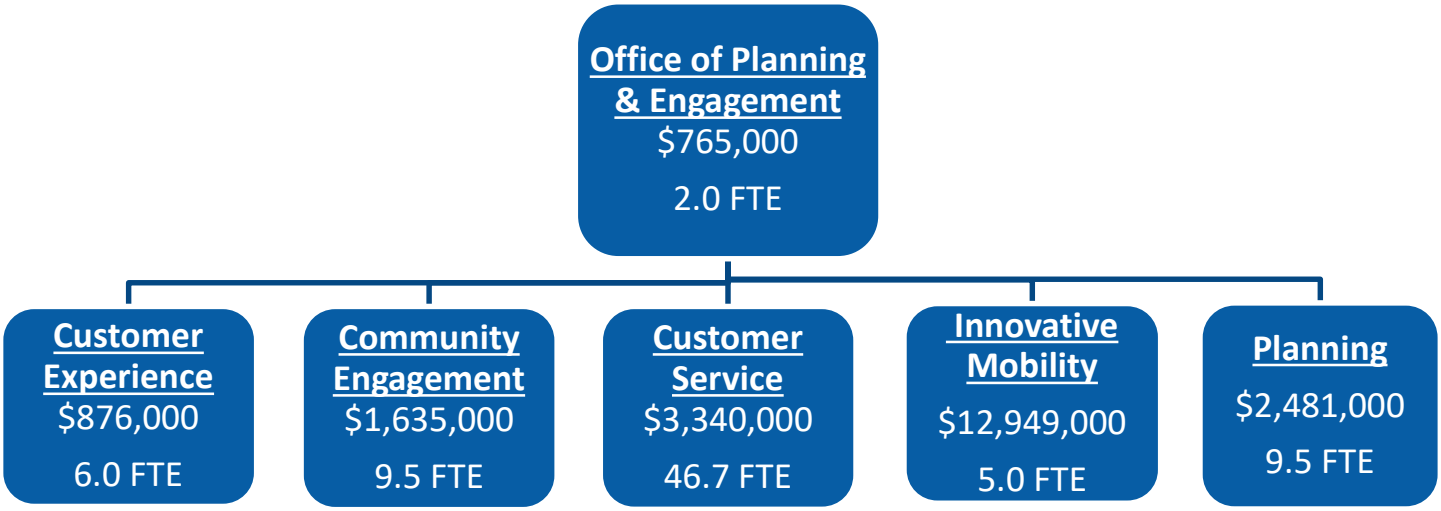
One-time expenses:
None

Staffing Changes:
None

Other Increases:
Inflation adjustments for contract services and other items

2024 Additions:
Communications Social Media Spec: $102k
Communications 0.5 FTE Graphics Specialist: $48k

Planning & Engagement



The Office of Planning & Engagement supports UTA's planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.
UTA Planning & Engagement provides the following to make the UTA System work:

- *Planning*. The Planning Department's role is to ensure that UTA is prepared to meet the needs of the future. This includes working with local governments, regional and state agencies to anticipate future growth and development and find the right transit solutions to meet those needs.
- *Customer Service.* The Customer Service teams provide information about UTA services, receive and process customer feedback, provide rider information through the Gov Delivery system and social media outlets, sell UTA fare media and handle the lost and found items found on public transit. They are responsible to ensure that customers can maneuver throughout the service areas with confidence in UTA's service districts and service types.
- *Community Engagement.* This team serves as a trusted resource and a catalyst for effective partnerships with UTA's riders, key stakeholders, and community. Acts as a facilitator/access point for public hearings and community events/activities.
- *Customer Experience.* Evaluates UTA's system focused on the impact ease of the customer journey. Partners with service units to ensure consistency across the service area, optimizing customer experience.
- *Innovative Mobility.* Manages the On Demand program for UTA and identifies opportunities and tests new ideas that can improve transit service.

2024 Proposed Planning & Engagement Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief Planning & Engagement	$709,000	$765,000	$56,000
Service Planning	863,000	775,000	-88,000
Planning	2,720,000	2,481,000	-239,000
Community Engagement	1,494,000	1,635,000	141,000
Customer Experience	465,000	876,000	411,000
Customer Service	3,401,000	3,340,000	-61,000
Innovative Mobility	9,164,000	12,949,000	3,785,000
Totals	**$18,817,000**	**$22,821,000**	**$4,004,000**

2024 Proposed Planning & Engagement Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$4,849,000	$5,345,000	10.2%
Fringe	2,300,000	2,531,000	10.0%
Services	10,765,000	13,363,000	24.1%
Fuel/Power	315,000	446,000	41.6%
Utilities	25,000	23,000	-8.0%
Other O&M	581,000	1,151,000	98.1%
Capitalized Costs	-18,000	-38,000	111.1%
Totals	**$18,817,000**	**$22,821,000**	**21.3%**

Planning & Engagement FTE Summary

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief Planning & Engagement	2.0	2.0	-
Service Planning	5.5	5.5	-
Planning	11.5	9.5	(2.0)
Community Engagement	9.5	9.5	-
Customer Experience	3.0	6.0	3.0
Customer Service	46.7	46.7	-
Innovative Mobility	3.0	5.0	2.0
Totals	**81.2**	**84.2**	**3.0**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 18,817	$ (830)	$ 22	$ -	$ 388	$ 362	$ 18,759	$ -	$ 4,062	$ 22,821

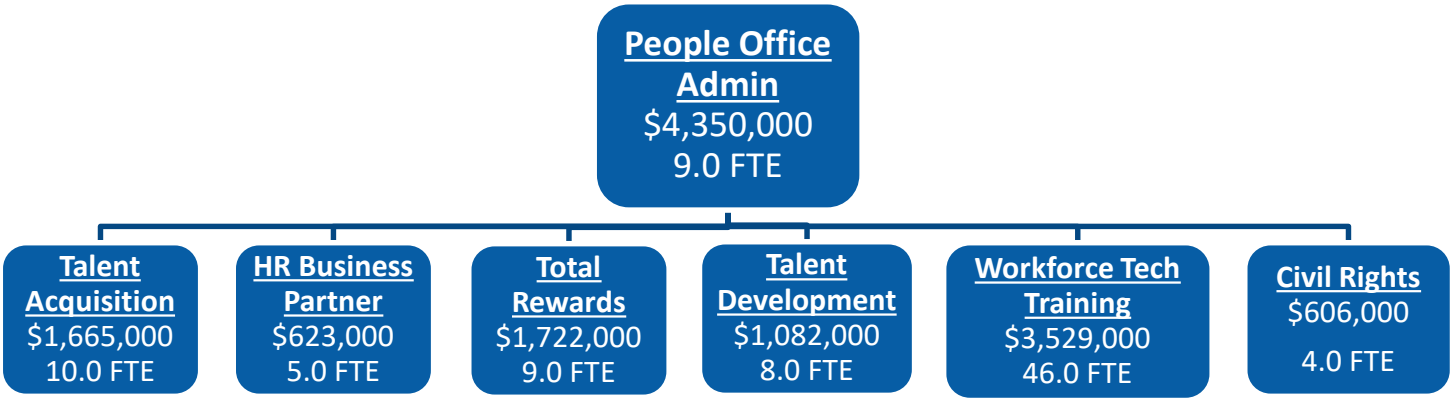
One-time expenses:
Planning project completions: $0.3 million
Ambassador program startup: $0.5 million

Staffing Changes:
Planner move from Capital Services (partial year adjustment)

Other Increases:
Other materials and services increases: $0.4 million

2024 Additions:
South Salt Lake County Microtransit increased service
2 FTE Planners: $260k

People Office



The People Office is focused on providing service to our employees through the entire employee life cycle from recruitment to retirement and ensures UTA's employees and leaders have what they need to succeed at accomplishing the Agencies objectives and goals.

UTA People Office provides the following to make the UTA System work:

- *Talent Acquisition.* In partnership with hiring officials, the team analyzes current & future staffing needs and identifies effective strategies for sourcing, recruiting, and onboarding.
- *HR Business Partners.* From daily HR transactions to long-term talent goals, HR & Labor Relations collaborates with employees and leaders to fulfil the people portion of UTA's business strategies, using deliberate talent management and deployment.
- *Total Rewards.* Manages and administers employee programs such as health & wellness, retirement, and leave administration.
- *Talent Development & Workforce Technical Training.* An internal resource to UTA providing technical, professional, regulatory/compliance training and leadership development that support the UTA Way.
- *Civil Rights.* Ensure UTA remains in compliance with all relevant civil rights laws, regulations, standards, and Executive Orders which prohibit discrimination or harassment of employees, applicants, or customers. This office also oversees UTA's ADA & DBE teams.
  - *Compensation/Analytics.* Embedded within the People Office are also a Compensation Analyst and Strategic Analyst who focus on use data, best practices, and benchmarking to ensure UTA has competitive and fair pay practices and use data to continuously improve compensation practices and impact across the Agency.

2024 Proposed People Office Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief People Officer	$2,286,000	$2,582,000	$296,000
Talent Acquisition	1,455,000	1,665,000	210,000
Talent Development	1,059,000	1,082,000	23,000
HR Business Partner	642,000	728,000	86,000
Workforce Technical Training	4,901,000	3,529,000	(1,372,000)
Civil Rights	628,000	606,000	(22,000)
Total Rewards	1,516,000	1,722,000	206,000
Totals	**$12,487,000**	**$11,914,000**	**($573,000)**

2024 Proposed People Office Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$5,925,000	$6,716,000	13.4%
Fringe	2,571,000	2,706,000	5.3%
Services	2,585,000	924,000	-64.3%
Fuel/Power	4,000	4,000	0.0%
Utilities	20,000	23,000	15.0%
Other O&M	1,383,000	1,542,000	11.5%
Totals	**$12,487,000**	**$11,914,000**	**-4.6%**

People FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief People Officer	10.0	11.0	1.0
HR Business Partner	5.0	6.0	1.0
Talent Development	7.0	8.0	1.0
Workforce Technical Training	42.0	46.0	4.0
Talent Acquisition	10.0	10.0	-
Total Rewards	8.0	9.0	1.0
Civil Rights	4.0	4.0	-
Totals	**86.0**	**94.0**	**8.0**
Trainees (included above)	22.0	27.0	5.0

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 12,487	$ (1,805)	$ 338	$ -	$ 400	$ 69	$ 11,489	$ -	$ 425	$ 11,914

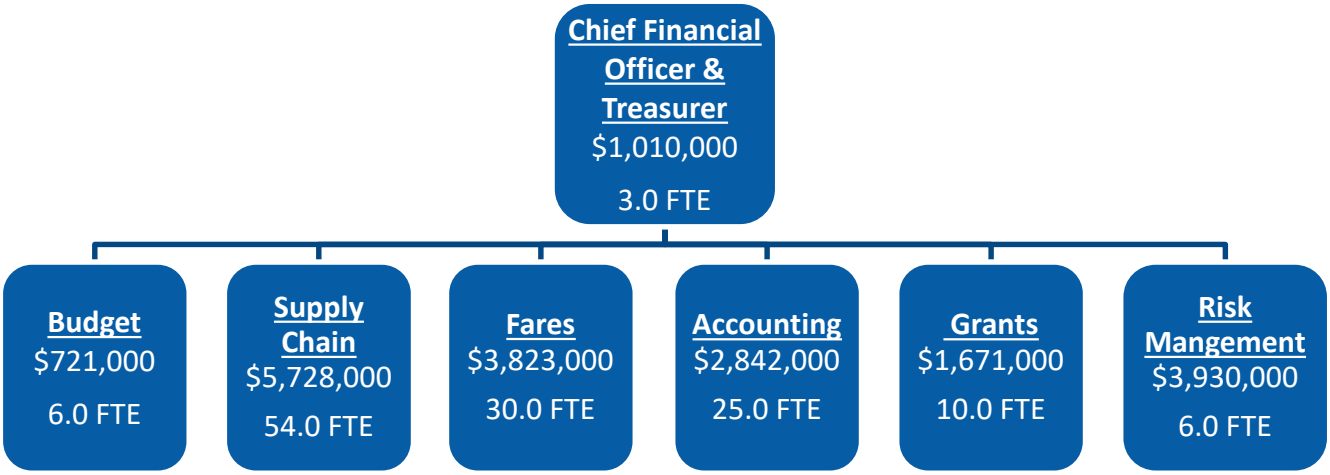
One-time expenses:
Xpan HR system implementation: $1.5 million
Workforce Planning Tool: $100k
Succession Planning: $117k
Training hardware: $60k
Other small items: $28k

Staffing Changes:
Strategic Analyst (annualized cost)
Transfer In 0.5 FTE from Security for Admin/Budget mgt

2024 Additions:
MOW Trainer: $125k
Data Entry Specialist: $79k
HR Specialist 0.5 FTE increase to full time: $31k
ESL Trainer 1.0 FTE
Recruitment marketing: $100k
Total Rewards temp help: $40k
Inclusion and Belonging consulting: $50k

Other Increases:
Other materials and services increases: $0.1 million

Finance Office



Finance ensures UTA practices efficient, sound financial and resource management practices and oversees financial controls necessary to support the enterprise. Finance plans, allocates, and manages UTA's financial resources, leads financial risk management/mitigation, audit management, revenue collection, corporate investments, financial contract relationships, and pension fund and debt management.

UTA Finance office provides the following to make the UTA System work:

- *Treasury.* Responsible for investment forecasting, planning, reporting, and analysis.
- *Budget and Financial Strategy*. Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Supply Chain*. Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner, and all administrative functions.
- *Fares*. Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations. Responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.
- *Accounting*. Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the agency.
- *Grant Management.* The 2023 Operating Budget consolidates all grant functions at UTA in Finance. This includes the Program Grant section formerly housed in Service Development and the 5310 Mobility Management section formerly housed in Operations. Grant Strategy, Acquisition, Management and Administration is now consolidated in Finance.
- *Risk Management*. Manages risk and exposure for the agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.

2024 Proposed Finance Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Accounting	$2,096,000	$2,842,000	$746,000
Budget	529,000	721,000	192,000
Fares	3,642,000	3,823,000	181,000
Finance	598,000	1,010,000	412,000
Grants	1,637,000	1,671,000	34,000
Risk Management	3,507,000	3,930,000	423,000
Supply Chain	5,451,000	5,728,000	277,000
Totals	**$17,461,000**	**$19,726,000**	**$2,265,000**

2024 Proposed Finance Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$8,838,000	$10,061,000	13.8%
Fringe	4,218,000	4,844,000	14.8%
Services	1,045,000	1,352,000	29.4%
Fuel/Power	45,000	42,000	-6.7%
Utilities	86,000	74,000	-14.0%
Parts	278,000	169,000	-39.2%
Other O&M	3,433,000	3,990,000	16.2%
Capitalized Costs	(482,000)	(806,000)	67.2%
Totals	**$17,461,000**	**$19,726,000**	**13.0%**

Finance FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Accounting	17.0	25.0	8.0
Budget	4.0	6.0	2.0
Fares	30.0	30.0	-
Finance	3.0	3.0	-
Grants	10.0	10.0	-
Risk Management	6.0	6.0	-
Supply Chain	54.0	54.0	-
Totals	**124.0**	**134.0**	**10.0**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 17,461	$ (32)	$ 368	$ -	$ 636	$ 797	$ 19,230	$ -	$ 496	$ 19,726

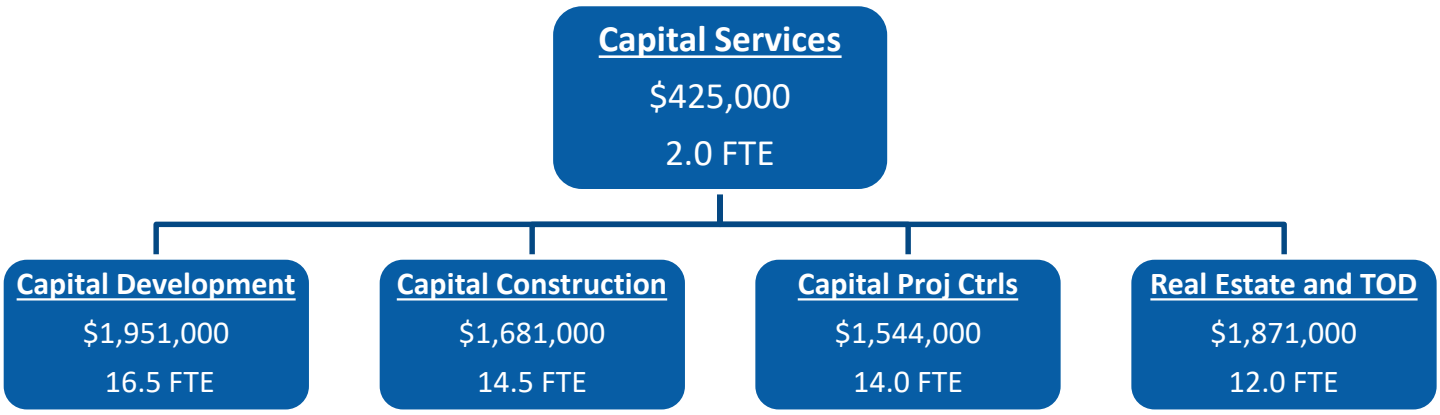
One-time expenses:
Bargaining Signing Bonus: $25k
Fares Contract Svcs: $6k

Staffing Changes:
Finance Office Administrator (annualized cost)
Upgrade of Treasury position from Admin to Asst Treasurer
Transfer of Capital Accounting staff to Finance from Capital Svcs

Other Increases:
Inflation adjustments for contract services and other items: $800k

2024 Additions:
Finance Ops/HR Budget Analyst: $131k
Accounting Payroll Mgr: $170k
Accounting 2 FTE A/P Coordinators: $150k

Capital Services



This office oversees UTA's capital work focused on safety, state of good repair, regulatory and service expansion needs.

UTA Service Development provides the following to make the UTA System work:

- *Capital Development.* Work to transition projects from the visioning and local planning provided by the Planning Department to the project implementation phase.
- *Capital Construction.* Responsible for project design, design review, and project construction management.
- *Capital Project Controls*. Provide support for all departments on project controls/reporting, asset management, and environmental issues.
- *Real Estate and Transit Oriented Development.* Facilitates the acquisition, lease, management, disposition, and development of all UTA real property. Responsible for protecting UTA's real estate property portfolio while generating revenue and upholding UTA's principal objectives.

2024 Proposed Service Development Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Capital Construction	$2,394,000	$1,681,000	($713,000)
Capital Development	1,980,000	1,951,000	(29,000)
Capital Projects & Controls	2,131,000	1,544,000	(587,000)
Capital Services	492,000	425,000	(67,000)
Real Estate & TOD	1,773,000	1,871,000	98,000
Totals	**$8,771,000**	**$7,471,000**	**($1,300,000)**

2024 Proposed Service Development Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$5,803,000	$5,991,000	3.2%
Fringe	2,702,000	2,760,000	2.1%
Services	1,557,000	1,772,000	13.8%
Fuel/Power	18,000	17,000	-5.6%
Utilities	20,000	98,000	390.0%
Parts	1,000	1,000	0.0%
Other O&M	900,000	461,000	-48.8%
Capitalized Costs	-2,230,000	-3,629,000	62.7%
Totals	**$8,771,000**	**$7,471,000**	**-14.8%**

Service Development FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Capital Construction	16.5	14.5	(2.0)
Capital Development	14.5	16.5	2.0
Capital Projects & Controls	17.0	14.0	(3.0)
Capital Services	2.0	2.0	-
Real Estate & TOD	12.0	12.0	-
Totals	**62.0**	**59.0**	**(3.0)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 8,771	$ (514)	$ (226)	$ -	$ 431	$ (1,010)	$ 7,451	$ -	$ 20	$7,471

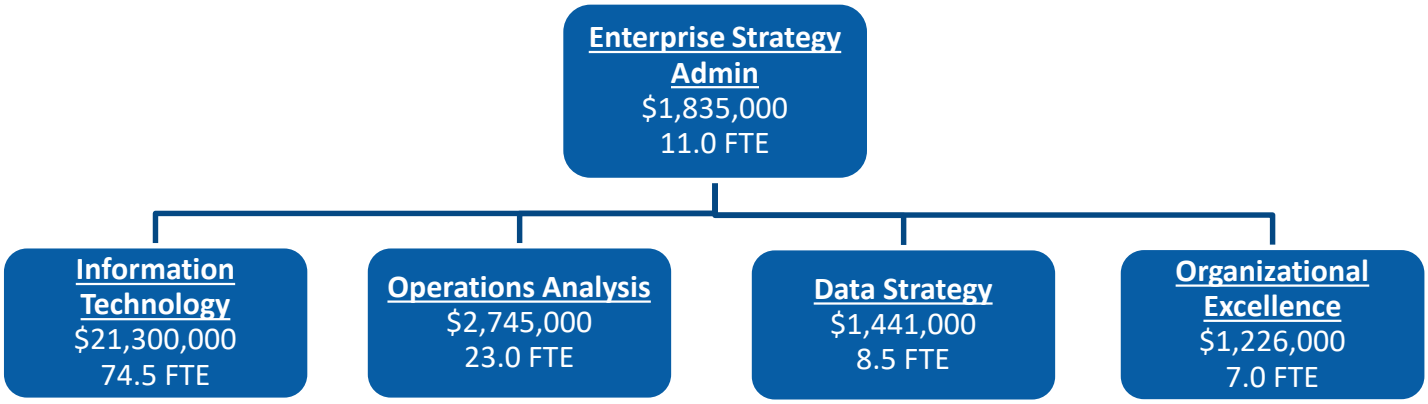
One-time expenses:
Contract Services: $255k
Transfer of computer maint costs to IT: $205k
New employee setup costs: $55k

Staffing Changes:
Transfer of Capital Account staff to Finance

Other Increases:
Other materials and services increases: $0.1 million
Revision of methodology charging labor to capital programs

2024 Additions:
Orchard Trail contributions: $20k

Enterprise Strategy



This Office brings together an Enterprise-wide view of UTA's critical systems that drive Agency performance. UTA Enterprise Strategy office provides the following to make the UTA System work:

- *Information Technology:* Provides ongoing support for and improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, passenger information, and administrative systems.
- *Operations Analysis & Solutions (OAS):* Focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.
- *Data Strategy:* Evaluates and implements processes (i.e., records management, etc.) and oversees our UTA Policies and Agency standard operating procedures and ensure support of our long-term Agency strategies and goals.
- *Organizational Excellence:* Oversees the design, development, and deployment of UTA's cultural initiatives and organizational development. Implements continuous improvement tools and concepts which support and align with UTA's goals and culture model - the UTA Way.

2024 Proposed Enterprise Strategy Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Enterprise Strategy	$1,165,000	$1,835,000	$670,000
IT Director	18,605,000	21,300,000	2,695,000
Ops Analysis	2,580,000	2,745,000	165,000
Data Strategy	1,408,000	1,441,000	33,000
Organizational Excellence	1,250,000	1,226,000	(24,000)
Totals	**$25,009,000**	**$28,547,000**	**$3,539,000**

2024 Proposed Enterprise Strategy Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$10,831,000	$11,344,000	4.7%
Fringe	4,483,000	4,851,000	8.2%
Services	7,629,000	9,800,000	28.5%
Fuel/Power	16,000	15,000	-6.3%
Utilities	909,000	1,281,000	40.9%
Parts	53,000	53,000	0.0%
Other O&M	1,089,000	1,204,000	10.6%
Totals	**$25,009,000**	**$28,547,000**	**14.1%**

Enterprise Strategy FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Enterprise Strategy	9.0	11.0	2.0
IT Director	73.5	74.5	1.0
Ops Analysis	23.0	23.0	-
Data Strategy	8.5	8.5	-
Organizational Excellence	8.0	7.0	(1.0)
Totals	**122.0**	**124.0**	**2.0**

Summary of budget changes:

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 25,009	$ (40)	$ 165	$ -	$ 776	$ 2,235	$ 28,145	$ -	$ 403	$ 28,547

One-time expenses:
Windows Server Migration: $0.1 million

Staffing Changes:
Transfer in of Special Projects Director from COO

Other Increases:
Other materials and services increases: $0.8 million

Other:
Increased Contract Service Costs: $2.1 million
Other materials and services increases: $0.1 million

2024 Additions:
IT Systems Integrator 1.0 FTE: $140k
Transit App Detour module: $88k
Maint cost new Claims system: $75k
Ent Strat Change Mgt Contract Svcs: $100k

2024 Capital Budget and 5-Year Plan

The following tables are developed with reference to the 5-Year Capital Plan documents produced by Project Controls in the Service Development Office. The capital revenue in this section is listed on an accrual-basis such that projects balance in each year of work. Note that the capital revenue listed in financials reconciling at the organization-wide level (including opening and closing cash balances) are listed on a cash-basis. This may result in some discrepancies for state funds received in years prior to their actual usage.

2024 Capital Budget Project Summary

Reporting Group	2024 Total Budget	2024 Grants & Lease	2024 State & Local	2024 UTA Funds	2024 Bonds
5310 Projects	$6,278,000	$ -	$200,000	$6,078,000	$5,151,000
Capital Projects	62,408,000	21,430,000	16,503,000	24,475,000	36,232,000
Charging Infrastructure	1,141,000	-	231,000	910,000	231,000
Facilities	25,557,000	-	25,557,000	-	11,339,000
Information Technology	21,411,000	-	21,411,000	-	21,411,000
Infrastructure SGR Projects	50,202,000	56,000	27,346,000	22,800,000	50,146,000
Planning	1,950,000	-	741,000	1,209,000	1,661,000
Property/TOC	1,989,000	-	870,000	1,119,000	1,861,000
Revenue/Service Vehicles	48,835,000	287,000	38,380,000	10,168,000	33,579,000
Safety and Security	10,662,000	-	10,578,000	84,000	4,662,000
Grand Total	**$230,433,000**	**$21,773,000**	**$141,817,000**	**$66,843,000**	**$166,273,000**

2024 State of Good Repair Summary

Highlighted Projects	2024 Total Budget	2024 Grants & Lease	2024 UTA Funds	2024 Bonds
Infrastructure SGR Projects	**$45,679,000**	**$22,800,000**	**$ 22,879,000**	**$ -**
TPSS Component Replacement	16,000,000	12,800,000	3,200,000	-
Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	-	7,000,000	-
Rail Replacement Program	6,100,000	4,880,000	1,220,000	-
Train Control Rehab & Replacement	6,062,000	-	6,062,000	-
OCS Rehab/Replace	3,400,000	2,720,000	680,000	-
Fiber Rehab/Replacement	3,352,000	-	3,352,000	-
Grade Crossing Replacement Program	3,000,000	2,400,000	600,000	-
Bridge Rehabilitation & Maintenance	400,000	-	400,000	-
Ballast and Tie replacement	300,000	-	300,000	-
Other Infrastructure SGR Projects	65,000	-	65,000	-
Revenue/Service Vehicles	**$ 34,001,000**	**$ 5,000,000**	**$ 24,001,000**	**$ 5,000,000**
SD100/SD160 Light Rail Vehicle Replacement	10,000,000	5,000,000	-	5,000,000
Light Rail Vehicle Rehab	9,500,000	-	9,500,000	-
Paratransit Replacements	5,581,000	-	5,581,000	-
Commuter Rail Engine Overhaul	3,400,000	-	3,400,000	-
Van Pool Van Replacements	2,305,000	-	2,305,000	-
Other Revenue/Service Vehicles	3,215,000	-	3,215,000	-
Information Technology	**$ 12,894,000**	**$ -**	**$ 12,894,000**	**$ -**
ICI222- Fares Systems Replacement Program	12,141,000	-	12,141,000	-
Other	753,000	-	753,000	-
Facilities	**$ 11,387,000**	**$ -**	**$ 10,057,000**	**$ 1,330,000**
Jordan River #2 Remodel	5,500,000	-	5,500,000	-
Other	5,887,000	-	4,557,000	1,330,000
Safety and Security	**$ 8,105,000**	**$ -**	**$ 8,105,000**	**$ -**
Replacement Non-Revenue Support Vehicles	6,000,000	-	6,000,000	-
Other	2,105,000	-	2,105,000	-
Other	**$ 3,110,000**	**$ -**	**$ 3,110,000**	**$ -**
Grand Total	**$ 115,176,000**	**$ 27,800,000**	**$ 81,046,000**	**$ 6,330,000**

No State or Local funding is planned for the SGR projects scheduled in 2024.

2024 Major Project Summary

Non-SGR projects with the top 10 highest 2024 budgets:

Highlighted Projects	2024 Total Budget	2024 Grants & Lease	2024 State & Local	2024 UTA Funds
Mid-Valley Connector	$10,000,000	$ -	$10,000,000	$ -
VW Battery Buses	7,391,000	3,268,000	625,000	3,498,000
Ogden/Weber State Uni BRT	5,600,000	4,935,000	140,000	525,000
HB322 Future Rail Car Purchase	5,000,000	-	-	5,000,000
Capital Contingency	5,000,000	-	-	5,000,000
New TRAX platform S Jordan	4,500,000	-	4,500,000	-
MOW Training Yard	4,245,000	-	-	4,245,000
S-Line Extension	4,000,000	-	4,000,000	-
Red Signal Enforcement	3,956,000	-	-	3,956,000
TOD Working Capital	3,554,000	8,203,000	19,265,000	22,224,000
Grand Total	**$53,246,000**	**$16,406,000**	**$38,530,000**	**$44,448,000**

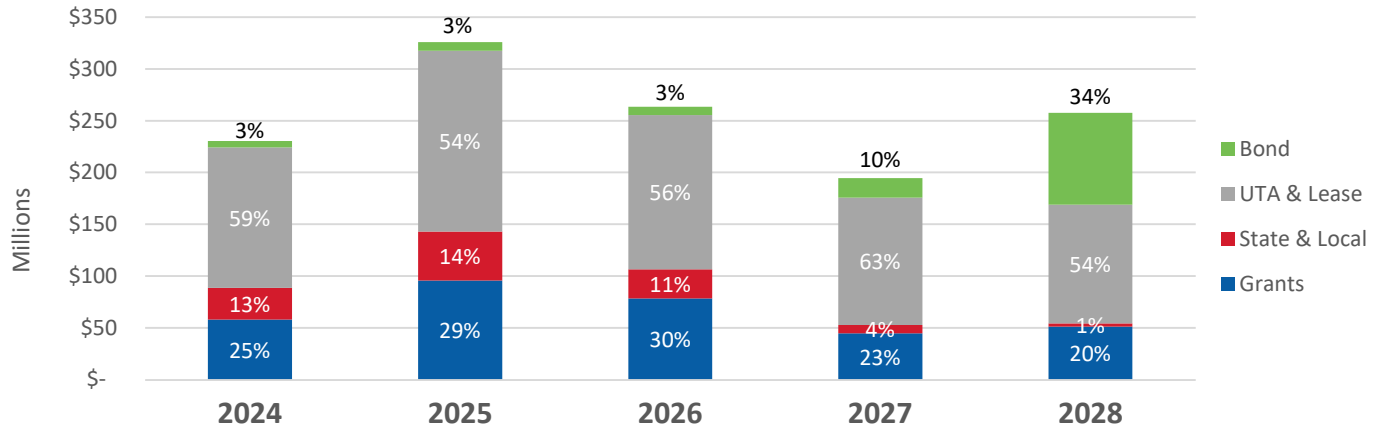
No Bond funding is planned for the non-SGR projects scheduled in 2024.

5-Year Plan: 2024-2028*

Year	Total Budget	Grants & Lease	State & Local	UTA Funds	Bonds
2024	$230,433,000	$58,020,000	$30,596,000	$135,487,000	$6,330,000
2025	325,959,000	95,903,000	47,028,000	174,673,000	8,355,000
2026	263,352,000	78,357,000	28,232,000	148,743,000	8,020,000
2027	194,589,000	44,832,000	8,185,000	122,622,000	18,950,000
2028	257,565,000	51,281,000	3,000,000	114,587,000	88,697,000
Grand Total	**$1,271,898,000**	**$328,393,000**	**$117,041,000**	**$696,112,000**	**$130,352,000**

*Preliminary: Subject to review and approval by UTA Board and Local Advisory Council

Capital Revenues*



*Preliminary: Subject to review and approval by UTA Board and Local Advisory Council

Capital Sources & Uses*

Sources	2024	2025	2026	2027	2028	Total	%
UTA Local	$108,253	$110,910	$95,864	$62,182	$68,417	$445,626	35%
Grants	58,020	95,903	78,357	44,832	51,281	328,393	26%
Lease	27,234	63,763	52,879	60,440	46,170	250,486	20%
Bond	6,330	8,355	8,020	18,950	88,697	130,352	10%
State	21,773	44,632	28,190	8,185	3,000	105,780	8%
Local Partner	8,823	2,396	42	-	-	11,261	1%
TOTAL (in $USD Thousands)	**$230,433**	**$325,959**	**$263,352**	**$194,589**	**$257,565**	**$1,271,898**	**100%**

Uses	2024	2025	2026	2027	2028	Total	%
LR Vehicle Replacement	$10,000	$36,000	$36,000	$37,900	$120,000	$239,900	19%
Replacement Buses	100	30,000	30,000	30,000	30,000	120,100	9%
Mid-Valley Connector	10,000	45,700	44,987	-	-	100,687	8%
Light Rail Vehicle Rehab	9,500	11,000	9,000	9,000	9,000	47,500	4%
Train Ctrl Rehab/Replace	6,062	10,900	9,467	9,900	10,400	46,729	4%
Revenue/Service Vehicles	29,235	26,233	21,606	17,379	17,609	112,062	9%
Capital Projects	52,408	67,656	38,742	25,367	16,625	200,798	16%
Infrastructure SGR Projects	44,140	28,134	23,959	20,300	21,448	137,981	11%
Facilities	25,557	32,077	21,454	25,051	9,964	114,103	9%
Information Technology	21,411	21,234	13,063	5,752	9,256	70,716	6%
Safety and Security	10,662	8,836	6,825	6,816	6,409	39,548	3%
5310 Projects	6,278	4,020	3,456	4,359	4,089	22,202	2%
Charging Infrastructure	1,141	2,889	3,943	2,065	2,065	12,103	1%
Planning	1,950	1,130	700	700	700	5,180	0%
Property/TOC	1,989	150	150	-	-	2,289	0%
TOTAL (in $USD Thousands)	**$230,433**	**$325,959**	**$263,352**	**$194,589**	**$257,565**	**$1,271,898**	**100%**

*Preliminary: Subject to review and approval by UTA Board and Local Advisory Council

Debt

UTA does not use short-term debt to bridge the gap between the timing of expenditures and the receipt of revenues. The current 5-year Capital Plan does forecast additional bonds being issued in 2025 and 2028. All these bonds have been executed under the General Indenture of Trust created in 2002.

Capacity

If UTA issued General Obligation Bonds, according to Utah State law, the amount of debt issued by UTA cannot exceed 3% of the fair market valuation of property located within the regional transit authority's district. UTA does not issue General Obligation Bonds as a Transit District in the State of Utah.

UTA issues Sales Tax Revenue Bonds, which do not have any statutory limits as to legal debt limitations. Sales Tax Revenue Bonds are constrained by UTA's ability to repay the principal and interest amounts annually with Sales Tax revenues. An important metric of UTA's financial health is the amount of pledged sales taxes annually in relation to the debt service due in the given year, or debt service coverage ratio.

Debt Service Coverage Ratio (DSCR)	Policy Minimum DSCR Requirements	Lowest DSCR Forecasted	Year of Lowest
Senior Lien	2.0x	4.09x	2024
Subordinate Lien	1.5x	5.36x	2040

UTA's net debt service coverage ratio is expected to be at its lowest rate of 2.83 in 2024 and is projected to increase steadily over the life of the existing debt portfolio. Adherence to other minimum debt service coverage ratios specific to the lien are detailed on the table below.

Year	Projected Pledged Sales Taxes	Senior Lien Debt Payments	Senior Lien Projected Debt Service Coverage Ratio	Sub. Lien Debt Payments	Sub. Lien Projected Debt Service Coverage Ratio	Total Debt Payments	Total Projected Debt Service Coverage Ratio
2024	425,270,224	104,045,687	4.09	46,446,219	9.16	150,491,906	2.83
2025	446,671,589	105,978,989	4.21	46,447,174	9.62	152,426,163	2.93
2026	468,072,958	105,981,667	4.42	46,451,771	10.08	152,433,438	3.07
2027	489,474,333	101,946,084	4.80	56,198,041	8.71	158,144,125	3.10
2028	510,875,711	101,941,964	5.01	56,188,017	9.09	158,129,981	3.23
2029	530,850,951	104,906,327	5.06	62,439,403	8.50	167,345,730	3.17
2030	551,607,224	102,048,307	5.41	62,415,895	8.84	164,464,202	3.35
2031	573,175,066	102,055,492	5.62	62,439,893	9.18	164,495,385	3.48
2032	595,586,211	101,802,153	5.85	62,439,607	9.54	164,241,760	3.63
2033	618,873,632	124,060,994	4.99	40,077,991	15.44	164,138,985	3.77
2034	643,071,591	124,064,926	5.18	40,080,199	16.04	164,145,125	3.92
2035	668,215,690	124,062,891	5.39	40,078,514	16.67	164,141,405	4.07
2036	694,342,924	127,429,814	5.45	34,962,723	19.86	162,392,537	4.28
2037	721,491,732	125,833,888	5.73	36,563,777	19.73	162,397,665	4.44
2038	749,702,059	123,415,219	6.07	38,980,308	19.23	162,395,527	4.62
2039	779,015,409	99,960,375	7.79	62,436,883	12.48	162,397,258	4.80
2040	809,474,912	11,657,724	69.44	150,946,856	5.36	162,604,580	4.98
2041	841,125,381	79,316,687	10.60	66,369,476	12.67	145,686,163	5.77
2042	874,013,383	122,206,633	7.15	23,475,140	37.23	145,681,773	6.00
2043	908,187,307	4,445,000	204.32			4,445,000	204.32
2044	943,697,430	4,439,300	212.58			4,439,300	212.58

UTA's 2024-2028 Transit Financial Plan (TFP) does call for debt in 2025 and 2028, which is debt associated with light rail vehicle replacements and the Mount Ogden Administration Building.

Performance and ratings

UTA's financing performance to date and in the future is evaluated by the agency's credit rating and adherence to debt service coverage ratios and other financial policies. The agency's current bond ratings are as follows:

Moody's Investors Service

Senior Lien

Aa2

OUTLOOK: Stable
DATE: September 2023
Rating Report
Ratings History

Analyst

Marcia Van Wagner
(212) 553-2952
marcia.vanwagner@moodys.com

Subordinate Lien

Aa3

OUTLOOK: Stable
DATE: March 2023
Rating Report
Ratings History

Analyst

Kenneth Kurtz
(415) 274-1737
kenneth.kurtz@moodys.com

S&P Global Ratings

Subordinate Lien

AA

OUTLOOK: Stable
DATE: March 2023
Rating Report

Analyst

Jennifer Hansen
(415) 371-5035
jen.hansen@spglobal.com

Senior Lien

AA+

OUTLOOK: Positive
DATE: September 2023
Rating Report
Ratings History

Analyst

Andrew Bredeson
(303) 721-4825
andrew.bredeson@spglobal.com

Fitch Ratings

Senior Lien

AA

OUTLOOK
Stable

DATE
September 2023

Rating Report

Ratings History

Subordinate Lien

AA

OUTLOOK
Stable

DATE
October 2021

Rating Report

Analyst

Laura Porter
(212) 908-0500

2024 Debt Service Detail

2024 Debt Service (000's)	Cash Basis	Full Accrual Basis
Principal on Bonds	70,675	$ 72,058
Interest on Bonds	79,817	79,817
Interest Subsidy (Build America Bonds)	(9,022)	(9,022)
Premium/Discount Amortization		(7,207)
Refunding Gains/Losses Amortization		17,647
Accrued Interest on 2016 CAB		805
Net Interest Expense	70,795	82,040
Net Bond Principal and Interest	141,470	154,098
On-going Bond Sale Cost	90	90
Principal on 2016 Utah County Debt	1,645	1,645
Interest on 2016 Utah County Debt	1,730	1,730
Restricted Reserves for 2029 Principal		7,837
4th Quarter Cent in Utah County	3,375	11,211
Principal on Existing Leases	10,891	10,891
Interest on Existing Leases	2,464	2,464
Principal & Interest on 2023 Leases for $28.6M starting Dec. 2023	3,188	3,188
Principal & Interest on 2024 Leases for $16.5M starting Jan. 2024	1,386	1,386
Lease Principal & Interest on 2024 Leases	500	500
Net Lease Principal and Interest	18,429	18,429
Total 2024 Debt Service	$163,364	$ 183,828

UTA continues to look for opportunities to refund/tender bonds when possible. In October 2023, UTA completed a bond tendering. The net present value savings from the 2023 tendering was approximately $6 million. Given market conditions, UTA was able to reduce the total debt principal by $20M between the amount tendered and amount needed for the 2023 Bond.

Financial Structure

Accounting Method
UTA reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

Department /Fund Relationship
Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service. Departments within operations and operations support by type of service are:

Bus	Light Rail	Commuter Rail	Paratransit	Rideshare Vanpool
Mt. Ogden	Light Rail Operations	Commuter Rail	Paratransit	Van Pools
Mt. Ogden Maintenance	Light Rail Maintenance	Commuter Rail Maintenance	Paratransit Maintenance	Rideshare Administration
Mt. Ogden Administration	Light Rail Jordan River Maintenance	Commuter Rail Administration	Special Service Administration	
Timpanogos Operations	Light Rail Administration	Maintenance of Way Systems		
Timpanogos Maintenance	Rail Fleet Sustainability	Maintenance of Way Infrastructure		
Timpanogos Administration	Maintenance of Way Systems			
Meadowbrook Operations	Maintenance of Way Infrastructure			
Meadowbrook Maintenance				
Meadowbrook Administration				
Central Maintenance				
Integrated Service Planning				
Transit Communications Center				

Departments within the operations support, and administrative classifications are provided on the following page.

Operations Support
Asset Management - State of Good Repair
Bus Communications
Customer Service
Data Quality & Ridership
Facilities
Fare Strategy & Operations
Farebox Service
Fleet Engineering
Operations Analysis & Solutions
Public Safety
Radio & Rail Communications
Safety & Security
Supply Chain - Purchasing
Supply Chain - Warehousing
Support Maintenance
Talent Development
Ticket Vending Machine Maintenance
Vehicle Disposal

Administrative
Accounting
Application Development
Applications Support
Board of Trustees
Budget & Financial Analysis
Capital Projects & Development
Civil Rights
Communications & Deployment
Corporate Support
Customer Experience
Enterprise Strategy
Executive Director
Fares
Finance
Government Relations
Grant Management
Grant Management
Human Resources and Labor Relations
Innovative Mobility Services
Intermodal Center - Ogden
Intermodal Center - SLC
Internal Audit
Legal
Network Support
Operations Office
People Office
Planning
Planning & Engagement
Product Development & Sales
Public Relations & Marketing
Quality Assurance
Real Estate
Risk Management
Service Development
Technology Security
Total Rewards
Workforce Planning

Within the capital budget, expenses are tracked by discrete projects, Safety & Security, State of Good Repair (capital maintenance to the transit infrastructure), and Information Technology. More detail about capital investments is provided in the Capital and Debt section.

Basis of Budgeting

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discounts

Financial Information and Policies

Basis of Accounting
The Authority reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

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

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

Federal Planning Assistance and Preventive Maintenance Grants
Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventive maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America's Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure. Congress is engaged in negotiations on the next Transportation Act at the time this document was printed.

Federal Grants for Capital Expenses
The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made, and eligibility requirements are met.

Contributions from Other Governments (Sales Tax)
As approved by the voters or county governing bodies, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the

sales take place. The Authority does not have taxing authority in any jurisdiction; therefore, this revenue is considered a contribution from another government.

Approved Local Option Sales Tax:

Salt Lake County	0.7875%
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.6260%
Tooele County	0.4000%

Budgetary and Accounting Controls
The Authority's annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non- operating revenues and expenses are budgeted on the accrual basis except for depreciation, pension actuarial expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole but are budgeted based on estimated annual expenses and revenues.

The Authority adopts its annual budget in December of the preceding year.

UTA Board of Trustees Bylaws and Policies (Budget Related)

ARTICLE VII – CONDUCTING BUSINESS

Section 1 Resolutions, Orders and Ordinance – Vote Recorded
Each and every formal action by the Board and Advisory Council shall be taken by the passage of a resolution, order or ordinance by the Board or Advisory Council. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board and Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Council, Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board and Advisory Council shall be made and retained as provided by law.

Section 2 Adoption and Amendment of Bylaws
These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board after consultation with the Advisory Council.

Section 3 Fiscal Year
The fiscal year of the Authority shall commence on January 1 and end December 31 of each calendar year.

Section 4 Principal Place of Business

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5 Budget

The Authority shall prepare an annual budget for the consideration of the Board each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Council, the Board shall adopt a final annual budget prior to the end of each fiscal year.

Section 6 Audit Reports

A. Annual Audit - The Board shall cause an annual audit of the Authority's financial statements to be conducted in accordance with general accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.
B. Other Audits – In consultation with the Advisory Council, the Board may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

BUDGET

Board of Trustees Policy No. 2.3

Application: Board of Trustees and Local Advisory Council

I. Purpose: The purpose of this policy is to define the requirements, duties, and responsibilities for developing, proposing, and amending annual budgets of the Authority.

II. Definitions:

A. "Annual Budget" means a financial plan for the fiscal year which includes estimates of operating revenues and expenses, capital revenue and expenses, debt service, required reserves, undesignated cash balance, and the projected Fund Balance at the beginning and end of the fiscal year.

B. "Authority" means the Utah Transit Authority or UTA.

C. "Board of Trustees" or "Board" means the UTA Board of Trustees established in Utah's Public Transit District Act (17B-2a-801 et seq.)

D. "Budget Amendment" means an adjustment that increases the appropriation authority of the Annual Budget.

E. "Capital Budget" means the budget for capital projects including preservation of the system to keep it in a state of good repair, purchase of capital equipment (including vehicles), construction of new facilities, equipment, maintenance machinery, information technology, system expansion and improvement, and off-site improvements as approved in the Capital Plan required in Board Policy 2.1 Financial Management. The Capital Budget tracks discrete projects, Safety & Security, State of Good Repair (preservation of the transit infrastructure), expansion of and improvements to the system, and Information Technology.

F. "Capital Carryforward" means unexpended or encumbered capital funds that have been authorized by the Board of Trustees through a Technical Budget Adjustment to extend appropriation authority to the following fiscal year.

G. "Constituent Entity" means any county, city, or town that levies taxes for transit within the geographic boundaries of the Authority's transit district.

H. "Contingency" or "Unallocated Expense" means funds held in Operating or Capital Budgets that have not been allocated for a defined purpose or project, and that require a Technical Budget Adjustment to receive appropriation authority.

I. "Executive or Chief Office" means the Office of the Board of Trustees, the Office of the Executive Director, or any office of a Chief Officer who is a direct report to the Executive Director.

J. "Fiscal Year" means January 1 through December 31 of each calendar year, as defined in the Authority's Bylaws.

K. "Final Budget" means the Annual Budget approved by the Board of Trustees after completion of the public comment period and consultation by the Local Advisory Council.

L. "Fund Balance" means the definition given under generally accepted accounting principles as reflected in the Uniform Accounting Manual for Special Districts.

M. "Local Advisory Council" means the UTA Local Advisory Council established in Utah's Public Transit District Act (17B-2a-801 et seq.)

N. "Mode" means type of transit service including bus, light rail, commuter rail, paratransit, rideshare/vanpool, on-demand, or any future type of transit service that the Authority adopts.

O. "Operating Budget" means the budget that tracks operating expenses by Mode as well as direct operations support, general management and support, and administration. The budget also tracks operating expenses by Executive or Chief Office classification. The Operating Budget should outline expenditures and revenue sources in support of current operations. The Operating Budget does not include debt service, capital, or reserve monies.

P. "Public Engagement Report" means a document comprising all public comments received during the public comment period for the Authority's annual budget.

Q. "Technical Budget Adjustment" means the process of allocating contingency or unallocated expenses to an approved capital project or line item in the operating budget, or an action that reallocates funds from one executive or chief office classification to another.

R. "Tentative Budget" means the annual budget approved by the Board of Trustees before the public comment period and consultation by the Local Advisory Council. The Tentative Budget is replaced by the Final Budget after that is adopted by the Board of Trustees.

III. Policy: The development, review and approval of the Authority's Annual Budget will proceed as follows:

A. Budget Development

1. As provided for in the Authority's Bylaws, the Authority will prepare an Annual Budget and the Board of Trustees, after consultation with the Local Advisory Council, will approve the budget prior to the end of each fiscal year.

2. The budget will be developed in compliance with Chapter 1, Part 7 of the Special Districts Act.

3. The agency will incorporate the following plans while developing the Annual Budget:

a. UTA's Strategic Plan; and

b. UTA's Long-Term Financial Plan (as required in Board Policy 2.1. Financial Management); and

c. UTA's Five-Year Capital Plan (as required in Board Policy 2.1 Financial Management). The Annual Budget will reflect the first year of the approved Capital Plan as adopted annually or amended.

4. The Tentative and Final Operating Budgets will include detailed summaries of revenue by source, operating expense by Mode, operating expense by Executive or Chief Office classification, full-time employee (FTE) equivalent by Mode, FTE equivalent by Executive or Chief Office classification, debt service, contribution to reserves, and transfer to capital.

5. Tentative and Final Capital Budgets will include detailed summaries of revenue by source, major capital expense categories, and capital expense by project and project category.

B. Budget Review and Approval

1. A Tentative Budget will be presented to the Board of Trustees for discussion in a public meeting prior to the Tentative Budget being presented to the Board for approval. The Tentative Budget will be adopted by resolution.

2. Following the Board's adoption of the Tentative Budget:

a. The Authority will distribute the Tentative Budget for feedback from constituent and customer entities as required in Chapter 1, Part 7 of the Special Districts Act.

b. The Tentative Budget will be presented at a public meeting of the Local Advisory Council for their consultation to the Board.

c. A public budget hearing will be held with the Board of Trustees within 30-days of the adoption of the Tentative Budget and at least 30-day before the Board adopts a Final Budget.

3. A Final Budget will be presented to the Board of Trustees in a public meeting for discussion, along with a Public Engagement Report, prior to the Final Budget being presented to the Board for approval. The Final Budget will be adopted by resolution prior to the end of the fiscal year.

4. A copy of the final budget will be sent to the Office of the State Auditor within 30 days after its adoption.

C. Budget Adjustments and Amendments

1. The Board of Trustees may amend or supplement the budget at any time after its adoption as follows:

   a. Technical Budget Adjustment – the Authority may request the Board's approval to reallocate existing resources in the Annual Budget when the request does not increase budget authority. A Technical Budget Adjustment must be placed on a public meeting agenda for the Board's action by a voice vote.

   b. Contingency and Unallocated Resources in the Annual Budget will require the Board's approval through a Technical Budget Adjustment to provide appropriation authority for those funds.

   c. Budget Amendment – after consulting with the Local Advisory Council, the Board may authorize a Budget Amendment for the current fiscal year to increase the Annual Budget appropriation authority. A Budget Amendment will be adopted in a public meeting by resolution.

2. The Executive Director may make administrative adjustments to an adopted budget without Board approval under the following circumstances:

   a. The Executive Director may make Operating Budget adjustments within the same Mode or Executive or Chief Office.

   b. The Executive Director may make a Capital Budget adjustment within the same respective Capital project in the approved Capital Plan.

   c. The Executive Director may reassign existing headcount approved in the Annual Budget to another Mode, Executive or Chief Office as long there is a neutral (net zero) impact to the Annual Budget, and the Board is notified of the adjustment.

d. The administrative adjustments authorized in this section will not have a significant policy impact or affect budgeted year-end Fund Balances.

e. Excluding the circumstances authorized above, administrative adjustments which seek to reallocate funds across Mode, Executive and Chief Offices, or between capital projects will be brought to the Board for a Technical Budget Adjustment consideration.

D. Lapse of Appropriation

1. All unexpended or unencumbered appropriations, except capital project fund appropriations, lapse at the end of the fiscal year to the Fund Balance.

2. Unexpended capital appropriations may be authorized, by project, for Capital Carryforward through a Technical Budget Adjustment approved by the Board in the following fiscal year.

Cross References: Utah Public Transit District Act, Utah Code §17B-2a-801 et seq.; Utah Special Districts Act, Part 7, Utah Code §17B-1-701 et seq.; UTA Bylaws; Board Policy 1.3 Executive Relationships and Meetings; Board Policy 2.1 Financial Management.

Utah's Provisions Applicable to All Local Districts

17B-1-702 Local District to Submit Budgets

Except as provided in paragraph (a), within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of each local district with an annual budget of $50,000 or more shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities that has in writing requests a copy; and (2) to each of its customer agencies that has in writing requested a copy.

(a) Within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of trustees of a large public transit district as defined in Section 17B-2a-802 shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities; 2) each of its customer agencies that has in writing requested a copy; 3) the governor; and 4) the Legislature.

The local district shall include with the tentative budget a signature sheet that includes 1) language that the constituent entity or customer agency received the tentative budget and has no objection to it; and 2) a place for the chairperson or other designee of the constituent entity or customer agency to sign.

Each constituent entity and each customer agency that receives the tentative budget shall review the tentative budget submitted by the district and either 1) sign the signature sheet and return it to the district; or 2) attend the budget hearing or other meeting scheduled by the district to discuss the objections to the proposed budget.

If any constituent entity or customer agency that received the tentative budget has not returned the signature sheet to the local district within 15 calendar days after the tentative budget was mailed, the local district shall send a written notice of the budget hearing to each constituent entity or customer agency that did not return a signature sheet and invite them to attend that hearing. If requested to do so by any constituent entity or customer agency, the local district shall schedule a meeting to discuss the budget with the constituent entities and customer agencies. At the budget hearing, the local district board shall 1) explain its budget and answer any questions about it; 2) specifically address any questions or objections raised by the constituent entity, customer agency, or those attending the meeting; and 3) seek to resolve the objections.

Nothing in this part prevents a local district board from approving or implementing a budget over any or all constituent entity's or customer agency's protest, objections, or failure to respond.

Utah's Provisions Applicable to All Local District 17-B-1-1102 Limitation on Bonds

A public transit district may not issue general obligations bonds if the issuance of the bonds will cause the outstanding principal amount of all the district's general obligation bonds to exceed the amount that results from multiplying the fair market value of the taxable property within the district, as determined under Section 11-14-301(3)(b) by 3%. Bonds or other obligations of a public transit district that are not general obligation bonds are not included in this limit.

Board of Trustees Policy No. 2.1

Financial Management – Key Budget Provisions (~December 2022)

A. Reserves

1. The Authority will maintain the following reserves:

a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.

b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.

c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.

d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.

e. Self-insurance/catastrophic reserve established annually through the budget process to reflect claims outstanding from risk management and estimable and presumed liability on open legal cases through the attorney general's office. The amount in this reserve is reported to the Department of Public Safety annually. An element of the reserve will fund a catastrophic loss reserve for vanpool claims over existing insurance coverage. The funding of the catastrophic loss reserve may be funded by vanpool fees to mitigate large claims.

f. Debt reduction reserve fund for the purpose of retiring outstanding bonds or long-term obligations, with advance approval by the Board of Trustees, may be used to supplement the general operating reserve.

2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.

3. Reserve balances will be reported on the Authority's monthly financial statements.

4. Upon the use of any service stabilization, bond, or capital replacement reserves,

or debt reduction reserve the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Long-term Financial Planning

1. The Executive Director will develop a long-term (5 years or longer) financial plan incorporating the Board of Trustees' strategic plan, identifying the Authority's long-term financial challenges and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

C. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board of Trustees may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board of Trustee approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.

Capital

The Executive Director will develop a Five-Year Capital Plan to be approved by the Board of Trustees annually after consultation with the Local Advisory Council where they approve and recommended adoption by the Board of Trustees. The plan will be updated every year for inclusion in the annual budget process discussions and approvals. The Five-Year Capital Plan will be fiscally constrained and will maintain all assets at a state of good repair to protects the Authority's capital investment and minimize future maintenance and replacement costs.

Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2024 is included at the end of this section.

Budget Process: The Executive Director and Chief Financial Officer, with the advice and counsel of the Board of Trustees and the Local Advisory Council, prepare a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

Preparation of the annual budget is intertwined and coordinated with input from various updates of the Agency's financial plan. There are four stages in the annual budget process:

1. Budget Planning
2. Establishing the Base Budget
3. Identification, prioritization, and selection of Budget Initiatives from Budget Planning phase or other processes for inclusion in the Tentative Budget
4. Preparation, and approval of Tentative and Final Budgets

The annual process starts in the Spring with the Authority's Executive Team and staff assessing estimates for revenues, operating expenses, and capital projects. Budget priorities are discussed, and a preliminary five-year capital plan is developed.

Budget Planning starts the Budget Development process. Budget Plans provide key information for UTA's decision-making process around resource allocation. They clearly articulate Office/Department objectives, business, or operating environment, change drivers, change initiatives, prioritization criteria and connection to the UTA Way and Strategic Framework. Budget Plans are an input to the budget outlook process and form the foundation for potential Budget Initiatives.

After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff.
Changes in assumptions are incorporated into the 5-Year financial plan and a Base Operating Budget (Base Budget) for the upcoming year is calculated. One-time costs are eliminated, current year technical budget adjustments, mid-year service changes, and known labor cost changes, fuel and power cost change projections, and inflationary factors are applied to the current adopted budget to arrive at a Base Budget at the account code level for each Office. The Base Budget is then projected over the 5-year planning horizon and the agency determines if the Base Budget is sustainable.

The next phase of the Budget Development process is the development of new Budget Initiatives. Budget Initiatives are informed by the Budget Planning process, emerging factors, and are aligned with UTA's Strategic Plan. This is the process to identify priority investments in the Operating program or, if the Base Budget is not sustainable, initiatives are identified to bring the financial plan back into balance. Budget Initiatives are reviewed and prioritized by the Executive Team for inclusion in the budget request.

A draft five-year capital plan is completed and reviewed with the Board of Trustees and the Local Advisory Council in September. The first year of the capital plan, which includes specific capital projects and the funding available through outside funding such as grants, local partners, state funding, and financing are included in the next year's capital budget.

In August each Chief Officer submits an operating budget which includes the Base Budget level and any approved Budget Initiatives. The Executive Team reviews the operating budgets and makes any adjustments it deems necessary. Preliminary budgets are reviewed with the Board of Trustees in September. Any modifications to the budget are completed by early October.

In late October or early November, the Executive Director presents the Tentative Budget to the Board of Trustees for their review and approval. Once the Tentative Budget is approved by the Board of Trustees, it is sent to the Governor's Office, State Legislature and Local Governments and a 30-day comment period, which includes a public hearing, is established. Input from the Local Advisory Council on the Tentative Budget is sought following Board approval.

In early December, the Executive prepares and presents the Final Budget to the Board of Trustees for its review and approval.

Adoption of Annual Budget: Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget (Tentative Budget) for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the 2024 UTA Budget Preparation Schedule at the end of this section.

Annual Budget Schedule:

Task	Completion Date
Budget Office Distributes Budget Memo	Apr. 17, 2023
Executive Team Reviews & Approves Base Targets	May 30, 2023
Executive Team Reviews and Approves Draft Tentative Budget	Aug. 8, 2023
Board Budget Work Sessions	Sep. 11 to Sep. 20, 2023
Board Reviews 2024 Tentative Budget	Oct. 11, 2023
Board approves 2024 Tentative Budget and November public hearing date	Oct. 25, 2023
Budget Review and Comment Period	Nov. 1 to Dec. 1, 2023
Local Advisory Council approves 5-Year Capital Plan and Consults on 2024 Ops. Budget	Nov. 29, 2023
2024 Budget Open House/Public Hearing	Nov. 1, 2023
Board of Trustees reviews public comments, LAC input, and 2024 final budget	Dec. 6, 2023
Final Public Engagement report (including comments received after 12/1) due to board office	Dec. 8, 2023
Board of Trustees considers approval of the 2024 Final Budget and 5-Year Capital Plan	Dec. 20, 2023
Staff submits Final Budget to State Auditor	Dec. 30, 2023
Staff prepares, prints, and distributes 2024 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 30, 2023

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	G.J. LaBonty, Manager Customer Experience Katie Morrison, Strategic Communications Manager

TITLE:

R2023-10-05 - Resolution Renaming the Salt Lake City Frequent Transit Network Routes as "Go Routes"

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-10-05 to authorize the renaming of the Salt Lake City Frequent Transit Network Routes as "Go Routes"

BACKGROUND:
Through an ILA signed by Salt Lake City and UTA in March 2019, UTA and Salt Lake City agreed to participate jointly in planning and funding for public transportation improvements in and around the City.

Language in this original ILA stated *"The City shall have the right to construct new bus stops with respect to the Frequent Transit Network (FTN) Routes. Any bus stops constructed by the City must comply with the siting requirements and minimum standards set forth in UTA's Bus Stop Master Plan. The City may include additional functional and artistic amenities with respect to the bus stops."*

UTA and Salt Lake City have been working together to define what the "*functional and artistic amenities"* of the Frequent Transit Network should be. It was decided that the name *"Frequent Transit Network"* is more of a planning nomenclature and that the network should be rebranded in a way that could be used and recognized, not just in Salt Lake City, but throughout the UTA system. Salt Lake City hired a branding firm to develop concepts that could be used to pilot the new moniker. The City in collaboration with UTA chose 'Go Routes' as the proposed new name for these routes. The branding package associated with the 'Go Routes' is intended to be recognizable yet cohesive with the larger UTA brand and can be rolled out to other cities.

According to Board Policy No. 3.1 - Advertising and Naming, Section II.B.1 - "*The Board of Trustees will*

approve naming of stations, facilities, and service brands."

If approved, two pilot bus stops will be rolled out with this new Go Route look. The stops are the Northbound and Southbound stops located at the intersection of Foothill Drive and Wakara Way. The stops will be evaluated by UTA and Salt Lake City for the effectiveness of the look, customer attitudes toward the new look, and the wear and tear on the new amenity accessories.

DISCUSSION:
The new logo, name, and pilot bus shelter designs package will be presented at the Board meeting.

ALTERNATIVES:
If the new route naming is not accepted by resolution, UTA, under the terms of the ILA would need to partner again with Salt Lake City to develop a new name and design of the functional and artistic amenities with respect to the bus stops.

FISCAL IMPACT:
This should not have a fiscal impact to UTA. The terms of the original ILA state *"[Any] incremental maintenance costs associated with additional amenities will be: (i) determined through negotiation prior to the construction of the bus stops; and (ii) funded by the City pursuant to subsequent addenda through the remaining term of this Agreement."*

ATTACHMENTS:
Resolution R2023-10-05

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY RENAMING THE SALT LAKE CITY FREQUENT TRANSIT NETWORK ROUTES AS "GO ROUTES"

R2023-10-05 October 25, 2023

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

WHEREAS, the Board of Trustees (the "Board") adopted policies to provide leadership and governance to the Authority; and

WHEREAS, Board of Trustees Policy 3.1 – Advertising and Naming provides that the Board shall approve service brands for the Authority; and

WHEREAS, on February 20, 2019, the Board approved Resolution R2019-02-02 authorizing execution of an Interlocal Agreement with Salt Lake City Corporation ("Salt Lake City") regarding transit improvements and expansion of the Authority's then-current level of service within the City, including higher frequencies and expanded services hours; and

WHEREAS, Salt Lake City and the Authority desire to rename the "Frequent Transit Network" to foster greater public recognition and applicability to other service improvements throughout the Authority's service area; and

WHEREAS, the Board wishes to rename the "Frequent Transit Network" in Salt Lake City the "Go Routes" as a new service brand name for these routes.

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

1. That the "Frequent Transit Network" in Salt Lake City as enacted by Resolution R2019-02-02 is hereby renamed "Go Route" or "Go Routes".

2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 25th day of October 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer David Hancock, Chief Capital Services Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Daniel Hofer, Director Capital Assets and Project Controls Greg Andrews, Senior Financial Analyst

TITLE:

R2023-10-06 - Resolution Approving the Third Amendment to the 2023-2027 Capital Plan

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-10-06 to adopt the third amendment to the 2023-2027 UTA Capital Plan which will add MSP-300 New TRAX Station in Daybreak to the 2023 Capital Plan.

BACKGROUND:
Board Policy 2.1 Financial Management requires the Authority to develop a Five-Year Capital Plan that is approved by the Board of Trustees ("Board") after review and approval by the Local Advisory Council ("Council").

On December 21, 2022, the Board approved the 2023-27 Capital Plan and the 2023 Capital Budget. A second version of the Capital Plan was presented to the Council in June 2023 as a Second Amendment* and adopted by the Board on June 14, 2023.

UTA staff are now proposing a third amendment that will add one new capital project to the 2023 year.

**Note - the amendment approved on June 14th was the first amendment to the plan, however, the amendment was titled "Second Amendment" in error (a scrivener's error).*

DISCUSSION:

UTA and Kennecott Land entered an Interlocal Agreement (ILA) on May 13, 2008. This agreement facilitated the construction of the Mid-Jordan Light Rail Line. The agreement granted UTA an easement to build and operate the Mid-Jordan Light Rail Line through Kennecott Land at Daybreak. The ILA contemplated a future third station in Daybreak at approximately 11000 South without assigning responsibility to either Party for the design or construction of the station.

The Larry H. Miller Group (LHMRE, LLC) recently engaged UTA in discussions about adding a TRAX station in the Daybreak development, close to the new baseball stadium they are building. The station would be located on the Redline in Daybreak between the intersection of Split Rock Road and Mellow Way, providing a third station in Daybreak. Before the Capital Development group can move forward with the proposed station, a new capital project (Daybreak Station) must be included in the 5-YearCapital Plan.

LHMRE has committed to assume the financial responsibility and will reimburse UTA for the costs to design the station (a Memorandum of Agreement will be presented to the Board for approval at this same meeting).

The resolution presented requests approval to add the following project to the 2023 year of the current Capital Plan:

MSP300- New TRAX Station in Daybreak

The addition of this new capital project, and a corresponding 2023 Capital Budget Amendment, will allow UTA and its partners to proceed with the design steps necessary to build this new station. This project will add $500,000 in 2023 for design services. UTA's updated 2024-2028 Capital Plan is currently being developed and we anticipate adding $4.5 million, and $1.5 million in 2024 & 2025 respectively to complete construction, assuming partner or grant funds can be identified. The estimated total cost will be $6.5 million over the three years, with all funds expected to be from external sources resulting in no impact on UTA's cash balance.

As required by statute, UTA consulted with the Local Advisory Council on September 27th, 2023 where they approved and recommended adoption of the Capital Plan amendment for the full 2023-2025 project period (approved by Resolution AR2023-09-01). Because partner funds for the project have only been secured through the 2023 design phase, our proposal to the Board is to amend only the 2023 phase of this amendment at this time.

ALTERNATIVES:

Project is currently slated to be included in the forthcoming 2024-2028 Five Year Capital Plan and 2024 Budget, pending necessary approvals. Project could wait until those approvals occur. The risk is the anticipated construction schedule is aggressive and waiting that long could potentially put us in a position where UTA could miss a significant portion of the construction season. The result would be this station could not be open by the time the stadium is completed.

FISCAL IMPACT:

All funds for the 2023 Capital Plan amendment are from external partners. There is no impact on UTA fund balance.

ATTACHMENTS:

Resolution R2023-10-06, including Exhibit A - Proposed Capital Plan Amendment - 2023-2027 Program Summary

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPROVING THE THIRD AMENDMENT TO THE AUTHORITY'S 2023 - 2027 CAPITAL PLAN

R2023-10-06 October 25, 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 (the "Act"); and

WHEREAS, Board Policy 2.1 – Financial Management requires the Executive Director to develop a five-year capital plan annually that is fiscally constrained, maintains all assets at a state of good repair, protects the Authority's capital investments and minimizes future maintenance and replacement costs; and

WHEREAS, the Authority adopted by Resolution R2022-12-04 a Five-Year Capital Plan for the years 2023 through 2027 (the "Plan") which contains a prioritized list of planned capital projects, a description of the annual prioritization process, and projected funding on an annual, cumulative and project basis; and

WHEREAS, the Authority would like to amend the Plan to reflect amendments that add one new project into the 2023 year, and adds five-hundred thousand dollars of revenue-backed funds to the Plan; and

WHEREAS, under the Act, the Local Advisory Council is obligated to review, approve, and recommend final adoption by the Board of Trustees of project development plans, including funding, of all new capital projects; and

WHEREAS, on September 27, 2023, in Resolution AR2023-09-01 the Local Advisory Council reviewed the Authority's proposed Third Amendment to the 2023-2027 Capital Plan and believed it is in the best interest of the Authority and all constituents to approve the Third Amendment and to forward it to the Board of Trustees with a recommendation for approval; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2023-2027 Capital Plan as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the Third Amendment of the Authority's 2023-2027 Capital Plan attached as Exhibit A.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 25th day of October 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

(Third Amendment of the Authority's 2023-2027 Capital Plan)

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2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
5310 Projects	**8,832,000**	**3,714,000**	**4,011,000**	**-**	**-**	**-**	**1,059,000**	**48,000**
CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	415,000	-	385,000	-	-	-	-	30,000
ICI227- Voucher Project	10,000	-	10,000	-	-	-	-	-
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- FFY 15/17 - 5310 Program - OGDEN/LAYTON	24,000	19,000	-	-	-	-	5,000	-
MSP180- FFY 15/17 - 5310 Program - PROVO/OREM	64,000	51,000	-	-	-	-	13,000	-
MSP181- FFY 15/17 - 5310 Program - SLC/West Valley	144,000	115,000	-	-	-	-	29,000	-
MSP220- FFY 17/18 - 5310 Program - SLC/West Valley	280,000	224,000	-	-	-	-	56,000	-
MSP221- FFY 17/18 - 5310 Program - Odgen/Layton	137,000	109,000	-	-	-	-	28,000	-
MSP222- FFY 17/18 - 5310 Program - Provo/Orem	215,000	172,000	-	-	-	-	43,000	-
MSP249- FFY 19/20 - 5310 Program - SLC/West Valley (Operating)	477,000	477,000	-	-	-	-	-	-
MSP250- FFY 19/20 - 5310 Program - Ogden/Layton (Operating)	240,000	240,000	-	-	-	-	-	-
MSP251- FFY 19/20 - 5310 Program - Provo/Orem (Operating)	175,000	175,000	-	-	-	-	-	-
MSP276- FFY 2022 - 5310 Program - SLC/West Valley	1,231,000	-	985,000	-	-	-	246,000	-
MSP277- FFY 2022 - 5310 Program - Ogden/Layton	686,000	-	549,000	-	-	-	137,000	-
MSP278- FFY 2022 - 5310 Program - Provo/Orem	474,000	-	380,000	-	-	-	94,000	-
MSP279- FFY 2021 - 5310 Program - Ogden/Layton	383,000	-	383,000	-	-	-	-	-
MSP280- FFY 2021 - 5310 Program - SLC/West Valley	677,000	-	677,000	-	-	-	-	-
MSP281- FFY 2021 - 5310 Program - Provo/Orem	260,000	-	260,000	-	-	-	-	-
MSP295- ARPA 5310	249,000	249,000	-	-	-	-	-	-
MSP296- CRRSAA 5310	249,000	249,000	-	-	-	-	-	-
MSP297- FFY19/20 - 5310 Program - SLC/West Valley (Capital)	1,113,000	816,000	75,000	-	-	-	204,000	18,000
MSP298- FFY19/20 - 5310 Program - Ogden/Layton (Capital)	628,000	503,000	-	-	-	-	125,000	-
MSP299- FFY19/20 - 5310 Program - Provo/Orem (Capital)	394,000	315,000	-	-	-	-	79,000	-
Capital Construction	**42,099,000**	**31,420,000**	**-**	**-**	**-**	**3,117,000**	**1,900,000**	**5,662,000**
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	12,001,000	8,695,000	-	-	-	3,117,000	-	189,000
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	25,785,000	22,725,000	-	-	-	-	1,900,000	1,160,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	2,050,000	-	-	-	-	-	-	2,050,000
MSP272- Trax Operational Simulator	1,763,000	-	-	-	-	-	-	1,763,000
MSP282- Frontrunner Platform Modification	500,000	-	-	-	-	-	-	500,000
Capital Development	**89,316,000**	**26,816,000**	**760,000**	**-**	**-**	**22,596,000**	**5,719,000**	**33,425,000**
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	-	-	-	-	-	-	36,000
MSP140- Box Elder County Corridor Preservation	2,075,000	-	-	-	-	-	-	2,075,000
MSP156- Prop 1 Passenger Imp. Davis County	943,000	-	-	-	-	-	-	943,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	2,824,000	-	-	-	-	-	2,824,000	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	1,700,000	1,500,000	-	-	-	-	-	200,000
MSP205- TIGER Program of Projects	13,269,000	5,686,000	-	-	-	1,743,000	139,000	5,701,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,101,000	1,035,000	-	-	-	-	-	66,000
MSP208- Clearfield FR Station Trail	1,501,000	1,451,000	-	-	-	-	-	50,000
MSP215- Sharp/Tintic	110,000	-	-	-	-	-	-	110,000

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2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
MSP216- Point of the Mountain Transit	3,000,000	2,000,000	-	-	-	1,000,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	1,478,000	-	-	-	-	-	-	1,478,000
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP240- Operator Restrooms throughout System	1,854,000	1,000,000	-	-	-	-	-	854,000
MSP248- Planning & Environmental Analysis	360,000	-	-	-	-	-	-	360,000
MSP252- FrontRunner Forward	3,880,000	-	-	-	-	3,880,000	-	-
MSP253- Mid-Valley Connector	15,001,000	9,228,000	-	-	-	5,773,000	-	-
MSP254- TechLink Corridor	1,200,000	700,000	-	-	-	-	250,000	250,000
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	-	-	-	-	-	-	3,090,000
MSP259- S-Line Extension	7,870,000	-	-	-	-	7,870,000	-	-
MSP260- Westside Express (5600 West)	1,000,000	-	-	-	-	500,000	-	500,000
MSP264- South Valley Transit	3,830,000	-	-	-	-	1,830,000	2,000,000	-
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	2,300,000	-	760,000	-	-	-	-	1,540,000
MSP268- Optical Detection Next Steps	109,000	29,000	-	-	-	-	6,000	74,000
MSP269- Warm Springs Sewer Line Relocation	50,000	-	-	-	-	-	-	50,000
MSP273- Public Partnership Projects	2,000,000	-	-	-	-	-	-	2,000,000
MSP274- Historic Utah Southern Rail Trail	14,000	-	-	-	-	-	-	14,000
MSP286- Utah County Park & Ride Lots	230,000	-	-	-	-	-	-	230,000
MSP287- 900 East UVX Station	4,300,000	4,000,000	-	-	-	-	-	300,000
MSP288- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
MSP289- Historic Orchard Pathway (Box Elder County)	206,000	187,000	-	-	-	-	-	19,000
MSP290- Orange Street Microtransit Vehicle Electric Chargers for micro transit	414,000	-	-	-	-	-	-	414,000
MSP291- CareATC Location Build Out	35,000	-	-	-	-	-	-	35,000
MSP293- Sheperd Lane Embankment	300,000	-	-	-	-	-	-	300,000
MSP300- New Daybreak Trax Station	500,000	-	-	-	-	-	500,000	-
REV239- HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Frontrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	3,090,000	-	-	-	-	-	-	3,090,000
SGR408- Route End of Line (EOL) Enhancements	1,000,000	-	-	-	-	-	-	1,000,000
SGR409- System Restrooms	146,000	-	-	-	-	-	-	146,000
Contingency	**3,496,000**	**-**	**-**	**-**	**-**	**-**	**-**	**3,496,000**
MSP999- Capital Contingency	3,496,000	-	-	-	-	-	-	3,496,000
Facilities- SGR	**7,021,000**	**-**	**-**	**-**	**-**	**-**	**-**	**7,021,000**
FMA559- Office Equipment Reserve	100,000	-	-	-	-	-	-	100,000
FMA652- Facilities, Equipment Managed Reserve	571,000	-	-	-	-	-	-	571,000
FMA653- Facilities Rehab and Replacement	1,780,000	-	-	-	-	-	-	1,780,000
FMA672- Park and Ride Rehab/Replacement	500,000	-	-	-	-	-	-	500,000
FMA673- Stations and Platforms Rehab/Replace	560,000	-	-	-	-	-	-	560,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	1,170,000	-	-	-	-	-	-	1,170,000
FMA685- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
FMA686- Warehouse Equipment Managed Reserve	375,000	-	-	-	-	-	-	375,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	-	-	-	-	-	-	1,965,000
Information Technology	**21,990,000**	**-**	**-**	**-**	**-**	**-**	**-**	**21,990,000**
ICI001- Passenger Information Signage	3,202,000	-	-	-	-	-	-	3,202,000
ICI005- EFC – Rehab & Replacement	225,000	-	-	-	-	-	-	225,000
ICI146- FrontRunner WiFi Enhancements	712,000	-	-	-	-	-	-	712,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	242,000	-	-	-	-	-	-	242,000

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2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	283,000	-	-	-	-	-	-	283,000
ICI191- IT Managed Reserves	446,000	-	-	-	-	-	-	446,000
ICI197- Bus Communications On-Board Technology	102,000	-	-	-	-	-	-	102,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	410,000	-	-	-	-	-	-	410,000
ICI199- Rail Communication Onboard Tech	197,000	-	-	-	-	-	-	197,000
ICI201- Server, Storage Infrastructure Equipment & Software	1,681,000	-	-	-	-	-	-	1,681,000
ICI202- Radio Comm Infrastructure	174,000	-	-	-	-	-	-	174,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	486,000	-	-	-	-	-	-	486,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	-	-	-	-	-	170,000
ICI217- Transit Management System	950,000	-	-	-	-	-	-	950,000
ICI222- Fares Systems Replacement Program	5,500,000	-	-	-	-	-	-	5,500,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	-	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	60,000	-	-	-	-	-	-	60,000
ICI226- New Radio Communication System	2,000,000	-	-	-	-	-	-	2,000,000
ICI228- CPO New HRIS system application upgrade	500,000	-	-	-	-	-	-	500,000
ICI230- Workforce/Enterprise Asset Management	4,300,000	-	-	-	-	-	-	4,300,000
Infrastructure SGR Projects	**53,309,000**	**37,081,000**	**-**	**-**	**-**	**-**	**200,000**	**16,028,000**
MSP189- Signal Pre-emption Projects w/UDOT	200,000	-	-	-	-	-	200,000	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	567,000	-	-	-	-	-	-	567,000
SGR359- Bridge Rehabilitation & Maintenance	625,000	-	-	-	-	-	-	625,000
SGR370- Light Rail Red Signal Enforcement	3,315,000	-	-	-	-	-	-	3,315,000
SGR385- Rail Rehab and Replacement	14,650,000	11,720,000	-	-	-	-	-	2,930,000
SGR393- Grade Crossing Rehab/Replacement	4,750,000	2,200,000	-	-	-	-	-	2,550,000
SGR397- Traction Power Rehab/Replacement	15,332,000	12,265,000	-	-	-	-	-	3,067,000
SGR398- OCS Rehab/Replace	2,000,000	1,600,000	-	-	-	-	-	400,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	-	-	-	-	-	-	250,000
SGR403- Train Control Rehab/Replacement	4,400,000	3,520,000	-	-	-	-	-	880,000
SGR404- Rail Switches/Trackwork Controls	2,820,000	2,256,000	-	-	-	-	-	564,000
SGR410- Fiber Rehab/Replacement	4,400,000	3,520,000	-	-	-	-	-	880,000
Planning	**4,127,000**	**1,514,000**	**-**	**-**	**-**	**-**	**169,000**	**2,444,000**
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	412,000	336,000	-	-	-	-	-	76,000
ICI221- Customer Relations Software Replacement	270,000	-	-	-	-	-	-	270,000
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
MSP284- Route Planning Restoration using Equity Index	300,000	300,000	-	-	-	-	-	-
MSP285- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	-	100,000
MSP292- AOPPP: Paratransit Forward Study	385,000	385,000	-	-	-	-	-	-
MSP294- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	493,000	-	-	-	-	169,000	198,000
Property/TOC	**8,627,000**	**-**	**-**	**-**	**-**	**-**	**935,000**	**7,692,000**
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	-	-	-	-	-	-	40,000
MSP262- SLCentral HQ Office	1,780,000	-	-	-	-	-	-	1,780,000
MSP263- TOD Working Capital	688,000	-	-	-	-	-	-	688,000
MSP275- Station Area Planning	1,119,000	-	-	-	-	-	935,000	184,000
MSP283- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	-	5,000,000
Revenue/Service Vehicles	**92,249,000**	**26,706,000**	**-**	**-**	**41,755,000**	**-**	**3,957,000**	**19,831,000**
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	20,000	-	-	-	-	25,000	68,000

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2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
REV205- Replacement Non-Revenue Support Vehicles	1,148,000	-	-	-	1,148,000	-	-	-
REV209- Paratransit Replacements	3,328,000	-	-	-	3,328,000	-	-	-
REV211- Replacement Buses	31,452,000	-	-	-	31,356,000	-	-	96,000
REV212- Park City Lo/No Grant	4,543,000	2,790,000	-	-	-	-	1,432,000	321,000
REV224- Bus Overhaul	2,100,000	-	-	-	-	-	-	2,100,000
REV232- Van Pool Van Replacements	1,923,000	-	-	-	1,923,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	-	-	-	4,000,000	-	-	-
REV236- VW Battery Buses	22,030,000	13,008,000	-	-	-	-	2,500,000	6,522,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	-	380,000
REV238- SD100/SD160 Light Rail Vehicle Replacement	2,000,000	-	-	-	-	-	-	2,000,000
SGR040- Light Rail Vehicle Rehab	13,610,000	10,888,000	-	-	-	-	-	2,722,000
SGR353- Commuter Rail Engine Overhaul	3,035,000	-	-	-	-	-	-	3,035,000
SGR386- Repair Damaged LRV	1,422,000	-	-	-	-	-	-	1,422,000
SGR391- Commuter Rail Vehicle Rehab	1,165,000	-	-	-	-	-	-	1,165,000
Safety and Security	**6,094,000**	**-**	**-**	**-**	**-**	**-**	**-**	**6,094,000**
FMA516- Corridor Fencing	50,000	-	-	-	-	-	-	50,000
FMA543- Police Fleet Vehicles	400,000	-	-	-	-	-	-	400,000
FMA557- Bus Safety and Security	30,000	-	-	-	-	-	-	30,000
FMA604- Safety General Projects	100,000	-	-	-	-	-	-	100,000
FMA645- Camera Sustainability	670,000	-	-	-	-	-	-	670,000
FMA656- Facility Security	50,000	-	-	-	-	-	-	50,000
FMA658- Bus Replacement Camera System	2,470,000	-	-	-	-	-	-	2,470,000
FMA659- Emergency Operations Training	15,000	-	-	-	-	-	-	15,000
FMA676- Security General Projects	120,000	-	-	-	-	-	-	120,000
FMA680- Suicide Prevention Research Project	40,000	-	-	-	-	-	-	40,000
FMA681- Arc Flash Analysis	705,000	-	-	-	-	-	-	705,000
FMA684- Police Managed Reserve	300,000	-	-	-	-	-	-	300,000
ICI140- Next Crossing Cameras	40,000	-	-	-	-	-	-	40,000
ICI229- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	-	-	-	-	-	-	1,104,000
Grand Total	**337,160,000**	**127,251,000**	**4,771,000**	**-**	**41,755,000**	**25,713,000**	**13,939,000**	**123,731,000**

-

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer
	Daniel Hofer, Director Capital Assets and Project Controls
	Greg Andrews, Senior Financial Analyst

TITLE:

R2023-10-07 - Resolution Adopting the Authority's Third 2023 Capital Budget Amendment

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution AR2023-10-07 and adopt the Third Amendment to the Authority's 2023 Capital Budget.

BACKGROUND:
Budget Amendment

On December 21, 2022 the Board of Trustees (Board) approved the 2023 Capital Budget. A first amendment to the Capital Budget was presented to the Local Advisory Council (Council) in February and adopted by the Board on March 8, 2023. A second Amendment was presented to the Council on May 31st and adopted by the Board on June 14, 2023. UTA staff are now proposing a third amendment that will incorporates one new project being added to the 2023-2027 Capital Plan.

Previous efforts relating to this proposed Capital Budget amendment include a discussion with the Board on August 23, 2023 followed by a presentation to the Council on September 27, 2023 for their consultation. No negative feedback was received related to advancing this budget amendment.

Board of Trustee Policies 2.1 and 2.3 allow the Board of Trustees, after consultation with the Local Advisory Council, to amend the budget.

DISCUSSION:

MSP300- New TRAX Station in Daybreak

Recently it was announced that a new baseball stadium would be constructed in the Daybreak area. To accommodate service to this new stadium, and in alignment with a 2008 Interlocal Agreement between UTA and Kennecott Land, a new capital project has been proposed for the 2023-2027 Capital Plan that would add a new TRAX station on the Red Line in Daybreak. This proposed amendment to the Capital Plan will be considered in this meeting and will require a Budget Amendment for 2023 to provide appropriation authority to begin work. This project will add $500,000 in the 2023 Capital Budget for design services. The Larry H Miller Real Estate Group has committed to assume financial responsibility and will reimburse UTA for these costs (a Memorandum of Agreement will be presented to the Board for approval at this same meeting).

ALTERNATIVES:

Project is currently slated to be included in the forthcoming 2024-2028 Five Year Capital Plan and 2024 Budget, pending necessary approvals. Project could wait until those approvals occur. The risk is the anticipated construction schedule is aggressive and waiting that long could potentially put us in a position where UTA could miss a significant portion of the construction season. The result would be this station could not be open by the time the stadium is completed.

FISCAL IMPACT:

All funds are from external partners. There is no impact on UTA's fund balance.

ATTACHMENTS:

Resolution R2023-10-07

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPROVING THE THIRD AMENDMENT OF THE AUTHORITY'S 2023 CAPITAL BUDGET

R2023-10-07 October 25, 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, Board Policy 2.1 – Financial Management requires the Authority to prepare an annual budget to be approved by the Board of Trustees (the "Board") after consultation with the Local Advisory Council; and

WHEREAS, the Board adopted the Authority's 2023 Budget on December 21, 2022 by Resolution R2022-12-05, which includes a budget for capital projects; and

WHEREAS, Board Policies 2.1 and 2.3 allows the Board to amend or adjust the budget at any time after its adoption; and

WHEREAS, the Authority would like to amend the 2023 Capital Budget to take advantage of an opportunity to enter into a partnership to build a new station on the TRAX Red Line at Daybreak; and

WHEREAS, on September 27, 2023 the Local Advisory Council reviewed the proposed amendment to the 2023 Budget and provided their consultation and advice to the Board of Trustees; and

WHEREAS, the Board is expected to act on an amendment to the Authority's Capital Plan at this October 25, 2023 meeting to include and authorize a new capital project for a new station on the TRAX Red Line at Daybreak; and

WHEREAS, the Board of Trustees has reviewed the proposed Budget Amendment and desires to amend the Authority's 2023 Capital Budget as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the Third Amendment of the Authority's 2023 Capital Budget attached as Exhibit A.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 25th day of October 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

(Third Amendment of the Authority's 2023 Capital Budget)

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UTAH TRANSIT AUTHORITY
2023 CAPITAL BUDGET
AMENDMENT 3

Exhibit A-1

		Amended 2 2023 Capital Budget	Capital Budget Amendment 3	Amended 3 2023 Capital Budget
	Funding Sources			
1	UTA Current Year Funding	$ 123,731,000	$ -	$ 123,731,000
2	Grants	132,022,000		132,022,000
3	Local Partner Contributions	13,439,000	500,000	13,939,000
4	State Contribution	25,713,000		25,713,000
5	Leasing	41,755,000		41,755,000
6	Total Funding Sources	$ 336,660,000	$ 500,000	$ 337,160,000
	Expense			
7	Infrastructure SGR Projects	$ 50,324,000	$ -	$ 50,324,000
8	5310 Projects	8,832,000		8,832,000
9	Capital Construction	45,968,000		45,968,000
10	Capital Development	88,095,000	500,000	88,595,000
	MSP300 New Daybreak TRAX Station	-	500,000	500,000
11	Capital Contingency	2,953,000		2,953,000
12	Facilities - SGR	7,401,000		7,401,000
13	Information Technology	21,990,000		21,990,000
14	Planning	4,127,000		4,127,000
15	Property/TOC	8,627,000		8,627,000
16	Revenue/ Service Vehicles	92,249,000		92,249,000
17	Safety and Security	6,094,000		6,094,000
18	Total Expense	$ 336,660,000	$ 500,000	$ 337,160,000

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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

TITLE:

Contract: Daybreak Station Design Services Memorandum of Agreement (Larry H. Miller Real Estate, LLC)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize Executive Director to execute the design services memorandum of agreement (MOA) with Larry H. Miller Real Estate, LLC for a not to exceed amount of$500,000 for design services for the proposed TRAX Daybreak Station.

BACKGROUND:
UTA and Kennecott Land entered an Interlocal Agreement (ILA) on May 13, 2008. This agreement facilitated the construction of the Mid-Jordan Light Rail Line. The agreement granted UTA an easement to build and operate the Mid-Jordan Light Rail Line through Kennecott Land at Daybreak. The ILA contemplated a future third station in Daybreak at approximately 11000 South without assigning responsibility to either Party for the design or construction of the station. With the recent plans to construct the new stadium, Larry H. Miller Group, LLC (LHMRE, LLC) has now committed to assume the financial responsibility and will reimburse UTA for the costs of the design for the new station. An additional agreement with LHMRE will be needed in order to fund the construction of the station.

On behalf of LHMRE, LLC (Larry H. Miller Group) and per the MOA, UTA will procure the design services for the Daybreak Station to be located on the Redline in Daybreak between the intersection of Split Rock Road and Mellow Way. This new station will provide a 3rd station in Daybreak. Services for design will include: civil, structural, mechanical, and electrical engineering; survey, geotechnical, lighting, subsurface utility engineering and utility design. Construction documents to include engineering drawings, engineering specifications and probable cost estimate. The project design costs will be reimbursed by the LHMRE, LLC, per terms outlined in

the MOA.

Under a separate Board action, the 2023-2027 Five-Year Capital Plan is being amended to include the new Daybreak station as a new project. Concurrent with the plan amendment, the 2023 budget is also being amended to include this station project. Funds for the budget amendment to add the station design are being provided for in this agreement.

DISCUSSION:

Approval of the MOA will enable UTA Capital Development to contract with a designer for a new light rail station design at this location built to UTA standards and specifications. This project would help fulfill an agreement between UTA and Kennecott to accommodate the third of three stations in Daybreak and provide valuable infrastructure for the new baseball stadium.

LHMRE is currently working with South Jordan City and the State of Utah to secure 6M in funding for the construction of the station. UTA will not move forward with the construction of the station until the funding is secure and an agreement has been approved by the UTA Board of Trustees.

CONTRACT SUMMARY:

Contractor Name:	LHMRE, LLC
Contract Number:	23-P00289
Base Contract Effective Dates:	August 2023
Extended Contract Dates:	TBD
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$500,000
Procurement Method:	Non-procurement MOA
Budget Authority:	Amended 2023-2027 5 Year Capital Plan

ALTERNATIVES:

Design of the station could be delayed; this would also delay the construction and ultimate completion of the proposed TRAX station.

FISCAL IMPACT:

The design will be funded by LHMRE, LLC, per the MOA.

ATTACHMENTS:

Daybreak Station Design Services Memorandum of Agreement (Larry H. Miller Real Estate, LLC)

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DESIGN SERVICES MEMORANDUM OF AGREEMENT

THIS DESIGN SERVICES MEMORANDUM OF AGREEMENT (MOA) is made and entered into as of the date this agreement is signed by both parties, between LHMRE, LLC, a Utah limited liability company ("LHMRE") and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("UTA").

RECITALS

1. LHMRE and UTA desire to work together to select a design consultant to design a new TRAX station near the intersection of Rain Lily Drive and South Grandville in South Jordan ("the Station'") on the existing Redline light rail line.

2. LHMRE desires to fund and UTA desires to act as a project manager for the design of the Station.

3. UTA will select the design consultant in compliance with the Utah Procurement Code and UTA Procurement Procedures.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. Scope of Services: LHMRE agrees to engage UTA as project manager for the design of the Station, including managing the professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**. UTA's project management also includes working with LHMRE as detailed in the Scope of Services, in any and all design review committees and meetings with the selected design consultant.

2. Compensation and Method of Payment: LHMRE agrees to reimburse UTA a not-to-exceed amount of Five Hundred Thousand Dollars ($500,000) ("Payment") to ensure the completion of the design of the Station as outlined in the Scope of Services. UTA shall submit it invoices to LHMRE on a monthly basis for the services it has performed which are within the Scope of Services, and the LHMRE shall make payment to UTA within 30 days of receipt of the invoice, if the LHMRE does not dispute the amount of the invoice. If the amount of the invoice is disputed, the LHMRE shall, within 30 days of receipt of the invoice by the LHMRE, pay the undisputed amount to UTA and notify UTA in writing why an amount of the invoice has not been paid and the parties will work in good faith to resolve the dispute.

In the event that LHMRE or UTA elect to seek, directly or indirectly through UTA or any other agency, any funding from third-party sources for the Project, UTA agrees to reasonably cooperate with LHMRE or any other LHMRE affiliate or agency to secure any such funding. If LHMRE has reimbursed UTA for the Payment before funding is obtained from any source, then UTA shall either reimburse LHMRE within 30 days of receipt of such funding or, to the extent UTA does not directly receive the funding, UTA agrees that such funding shall be directly paid to LHMRE.

3. Term: This agreement shall commence on the Effective Date and terminate when 100% Design Drawings and Construction Plans, Construction Specifications, and Bid Package (as defined in the Scope of Services) are complete and provided to LHMRE ("**Term**"). UTA will ensure such services are provided in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this agreement shall be mutually agreed Upon by the LHMRE and the UTA and shall be set forth in a written amendment to this agreement.

5. Subconsultant Agreements: All the services required hereunder will be performed by

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UTA or under its supervision and 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. UTA shall provide written notice to LHMRE of any subconsultants engaged by UTA to complete the Scope of Services prior to the use of the subconsultants.

6. LHMRE's Obligations: The LHMRE shall provide, at no expense to UTA, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by the UTA to performs the tasks or services.

7. Assignment: UTA shall not assign any obligation under this agreement without LHMRE's written consent, which may be withheld in LHMRE's sole discretion.

8. Notices: All notices under this agreement shall be sent to the following address:

LHMRE: LHMRE, LLC
9350 S 150 E Suite 900
Sandy, Utah 84070

UTA: Utah Transit Authority
Dave Hancock
669 West 200 South
Salt Lake City, Utah 84101

9. Indemnification: UTA and LHMRE hereby agree to indemnify and hold each other harmless, from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property arising out of or in connection with this indemnifying party's negligent or reckless actions or omissions taken in connection with this agreement. Each Party's obligations with respect to indemnification hereunder shall remain in effective, notwithstanding the expiration or termination of this agreement, as to claims accruing prior to the expiration or termination of this agreement.

10. Immunity: UTA is a governmental entity under the Governmental Immunity Act, Section 63G-7-101 ct seq. 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this agreement, (i) the obligations to indemnify, defend and/or hold harmless in this agreement are 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 UTA, and (ii) 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.

11. Termination: Either Party may terminate this agreement at any time, for any reason, by providing the other Party at least twenty-one (21) days written notice of its intent to terminate the agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by or for UTA under this agreement shall, at the option of the LHMRE, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to LHMRE within ten (10) days after the effective date of termination.

12. Compliance with laws and regulations: Each Party shall obey all laws, ordinances, regulations, and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the American with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this agreement and breaching Party shall hold the other Party harmless

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from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the LHMRE as a result of such violation.

13. Standard of Care: All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located orelsewhere).

14. 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 without giving effect to any choice of law or conflict of law rules or provisions.

15. Entire Agreement: This agreement contains all the agreements, representations, and understandings of two parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

16. Counterparts. This agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same agreement.

(Signature Begin on Following Page)

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IN WITNESS WHEREFORE, the LHMRE and the UTA have executed this agreement to be effective as of the Effective Date.

LHMRE:

LHMRE, LLC

Eric Carlson, CFO

Approved as to form:
LHMRE Attorney

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah

Jay Fox, Title Executive Director

Mary DeLoretto, Title
Chief Capital Services Officer

Approved as to form:
UTA Attorney's office

DocuSigned by:
Michael Bell
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7/20/2023

Mike Bell

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EXHIBIT A
TO
DESIGN SERVICES MEMORANDUM OF AGREEMENT
(Scope of Services)

I. The UTA shall perform the following services for the design of the TRAX Station:

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Exhibit A

Design Performance Specifications

GENERAL

The Utah Transit Authority ("UTA"), in conjunction with and on behalf of LHMRE, LLC ("LHMRE"), is acting as project manager for the LHMRE to design a new TRAX Station on the existing Redline light rail line near the intersection of Rain Lily Drive and South Grandville (hereinafter, "the Station").

PROJECT APPROACH

The project will include the final design of the Station. The tracks are placed to facilitate a station platform width consistent with current Daybreak side stations. The Station platform design and the design of the Station's appurtenances and amenities will generally match those developed for the previous Daybreak side stations. Due to rising maintenance costs, alternative materials will need to be investigated and implemented as appropriate. Exceptions to this general preference will be evaluated during the design.

PROJECT MANAGEMENT

- Selection of design consultant: UTA, in coordination with LHMRE, will help prepare the request for proposals and select, negotiate, prepare, execute, and deliver the contract with the design consultant consistent with these design performance specifications detailed below.
- Deliverables: The design consultant will provide a design for the Station that includes the following:
    - 30% design submittal, including:
        - 30% Design Drawings with utilities accurately plotted,
        - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only).
        - Engineer's Estimate in 49-division (CSI format) with a 10% contingency for construction, and
        - stamped as "30% Design Development, Not for Bid".
    - 60% design submittal, including
        - 60% Design Drawings with details of any required futility relocations,
        - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
        - Engineer's Estimate in 49-division (CSI format) with a I0% contingency for construction;
        - stamped as "60% Design Development, Not for Bid".
    - a final submittal of 100% Design Drawings, Construction Plans, Construction Specifications, and Bid Package with Engineer's Estimate Report no later than May 15, 2024.

DESIGN PERFORMANCE SPECIFICATIONS

The design performance specifications for each element will be developed in accordance with the project approach generally outlined above as well as the following design performance specifications:

- Earthwork- The earthwork for the project will consist of that required to build the station platform and footings for the canopies. There is no earthwork anticipated outside of the

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station area.

- Station Platform- The layout of appurtenances and amenities on the station platform shall be generally consistent with the existing Daybreak stations. The station platform paving materials will be cast-in-place or pre-cast concrete. ADA access, station signing, displays, lighting, will be consistent with the existing Daybreak stations. Alternative materials will need to be considered to ensure longer lifecycle of products.

- Crosswalks — Crosswalks to access the Station will be either painted striping on the existing roadway or patterned cast-in-place concrete, budget allowing and as elected for inclusion by LHMRE. The crosswalk shall be designed to fit to the existing roadway and thus provide a smooth transition. No roadway improvements or changes in parking are included. The crosswalk may include modifications to existing curbs and sidewalks as required to meet ADA. No other sidewalk improvements are included other than to tie in the crosswalk.

- Mid-Block Crosswalk- A mid-block crosswalk will be evaluated during the design to determine its need. If included, its design will be the same as the intersection crosswalk.

- Tactile Strip Edge- The tactile tile will be yellow Polymer Transtile as manufactured by Transit-tile.

- Canopies- the Station will have four canopies. Alternative materials will need to be considered to ensure longer lifecycle of products.

- High Blocks- No high blocks

- Signage- Signage will be developed to be consistent with existing Daybreak stations. Signage to deter jaywalking shall be designed and constructed along sidewalks that are adjacent to the transit station platforms and on the platforms.

- Site Furnishings (benches, etc.)- Site furnishings will match the existing Daybreak stations, in design and number.

- Landscaping (including trees, tree grates, irrigation) - Landscaping will be installed and maintained in the median between the railbed and the street curb for the entire length of the line. Landscaping shall be installed incrementally upon development. A landscaping agreement shall be entered into separately as part of the construction agreement and shall cover UTA's responsibilities related to the landscaping.

- Plumbing and drainage- Plumbing for the canopies will be in accordance with building codes and City ordinances. Station platforms will drain onto the travelway. UTA will determine whether drainage for the roadway and station is already installed or whether new drainage systems will be required.

- Electrical/Lighting- the Station lighting shall be coordinated with platform landscaping to complement each other. The Lighting system shall be similar to existing Daybreak stations. No new street lighting is included. All new lighting power shall be buried conduit.

- Snowmelt System- LHMRE, UTA and the design consultant will consider the use of a snowmelt system, similar to any other snowmelt system(s) used by UTA at other light rail stations.

- Traction Power- The existing electrical power system shall be used to supply power. There are no anticipated modifications or additions anticipated.

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- Track- The existing tracks shall be used as-is without any adjustment. As such, the track shall remain as-is and any roadway pavement impacts will be addressed in a separate project by the LHMRE.

- Communications- Communications systems for the station will match that used for existing Daybreak stations with the provision that any new system improvements that have been made since construction of the Daybreak stations can be incorporated.

- Fare Collection System- Fare collection system will consist of two ticket vending machines (TVM) similar in style to the existing Daybreak Stations.

- Train Control and Signal Systems Upgrades- The design consultant will investigate the existing train control, train signal, electrical and communications systems in place to determine the extent of new facilities required or to be upgraded. Signal equipment will be housed in the platform or approach island area to meet the safety needs and aesthetics for the station. The equipment shall not block the view of the station for on-coming trains. Upgrades to the signal systems will be consistent with the details used on the Redline light rail line.

- Traffic Signals and Controls- The existing traffic signal poles and mast arms at the intersection of Rain Lily Drive and South Grandville shall remain as-is with no modifications anticipated. Pavement markings and traffic control devices shall conform to the Manual of Uniform Traffic Conti of Devices (MUTCD). A signal priority system similar to that already in place in Daybreak will be provided for the new station and signals.

- Public Art- A public art budget of approximately $100,000 is assumed for this project. The LHMRE will work on procurement and design of artwork for the Station that will, upon installation, be owned and maintained by UTA (maintenance details to be specified in the construction agreement). The LHMRE and selected artist(s) shall coordinate the location and design aspects with the design consultant and the rest of UTA in order to provide an aesthetically pleasing addition to the Station UTA, as the future owner and maintainer of the facilities, shall be a Party to any Artwork agreements executed with artists or artwork providers.

- Construction phasing and planning (design)- The design consultant will focus the design and bidding documents such that the Station can be constructed or phased such that light rail traffic can be maintained with very limited disruption to service. Any planned or required disruption shall be approved by UTA.

- Contract Documents- Bidding documents and technical specifications for construction shall be consistent with previous UTA light rail projects. Projects will be designed using appropriate national, state, and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT, and MUTCD standards.

- Drawings and details- Existing as-built drawings and specifications from the Mid Jordan Light Rail project will be used for the design of the Station to the maximum extent possible. Typical details will be reused but shall be reviewed jointly by LHMRE, UTA and the design consultant before inclusion. Station details shall be reused, but with adjustment based upon Operation and Maintenance experience.

- Geotechnical- Geotechnical investigation will be performed for the design.

- Design Guidelines- All designs shall be in accordance with UTA's Light Rail Transit (LRT) Design Criteria Manual (September 2015 version) and supplements thereto. Any deviations

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from the Design Criteria Manual shall be submitted to UTA for approval prior to its incorporation into the design.

- Bidding Phase- During the design phase, the parties involved and the design consultant shall collaborate with UTA's capital development and procurement groups to identify the most beneficial procurement and project delivery strategy for the construction of the facility.

- Public Engagement and Community Meetings- LHMRE shall determine the requirement for public engagement and community meetings for the project. UTA and their design consultant shall assist the LHMRE by providing copies of plans and other design related documents for use at public or private presentations and meetings. The LHMRE shall coordinate and conduct all public presentations, with assistance from UTA and the design consultant. A maximum of 3 meetings are anticipated.

- Permits- The design consultant shall identify any construction permit required.

- Services During Construction- During any future construction phase, UTA will ensure that the design consultant shall be available during the construction of the project to answer questions pertaining to the design and to assist with the processing of request for information and the creation of as-built drawings as needed. A maximum of 100 hours of the design consultant's time is anticipated.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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

TITLE:

Contract: Cooperative Agreement for FrontRunner Strategic Double Track Project (UDOT)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize Executive Director to execute the cooperative agreement with the Utah Department of Transportation (UDOT) for the FrontRunner Strategic Double Track Project.

BACKGROUND:
House Bill 322 enacted by the Utah State Legislature during the 2022 General Session gave UDOT oversight and supervisory responsibility for fixed guideway capital development projects (as that term is defined in HB 322) when they include state funding.

The FrontRunner Strategic Double Track project is a project that will double track 9 sections of the corridor bringing the amount of double track to nearly 50%. This will provide the capability to run 15-minute peak service and 30-minute off peak service. This helps solve future capacity issues on FrontRunner and will grow ridership. This project is currently expected to cost $966 million.

The Utah State Legislature has allocated $370 million to this project and UDOT will have oversight of the construction. The $370 million will act as local match to a Federal Transit Administration (FTA) Capital Investment Grant (CIG) Core Capacity Grant. UTA is also contributing $75 million for low emission train sets - which is not addressed in this agreement but will be the subject of a subsequent agreement.

DISCUSSION:

The purpose of this Agreement is to establish how UDOT and UTA will collaborate so that UDOT can construct, (and UTA can ultimately own, operate and maintain), the FrontRunner Strategic Double Tracking Project, UDOT Project No. S-ST99(835), PIN No. 20253. This agreement does not cover construction, acceptance, reimbursement of expenses, environmental contamination, or purchase of rolling stock.

ALTERNATIVES:

UTA could refuse state funds for the project. No other local funding sources have been identified. The project would likely not be implemented.

FISCAL IMPACT:

UTA is required by law to contribute $75 million for low emission vehicles. UTA's expenses incurred on the project will pass through UTA but be reimbursed by UDOT from project funds. Details on how this will be implemented will be covered in subsequent agreements.

In the existing 5-Year Capital Plan UTA has programmed $5 million per year for its contribution for the vehicles. It is anticipated that each subsequent year an additional $5 million will be programmed until the total $75 million is met.

ATTACHMENTS:

Agreement (UTA Contract #:23-P00299)

FRONTRUNNER COOPERATIVE AGREEMENT

This FRONTRUNNER COOPERATIVE AGREEMENT ("**Agreement**"), to be effective as of August 22, 2023 (the "**Effective Date**"), is made between the Utah Department of Transportation ("**UDOT**"), an agency of the State of Utah, and Utah Transit Authority ("**UTA**"), a Utah public transit district (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, pursuant to House Bill 322 enacted by the Utah State Legislature during the 2022 General Session, as amended, ("**HB 322**") UDOT is given oversight and supervisory responsibility for fixed guideway capital development projects (as that term is defined in HB 322) when they include state funding; and

WHEREAS, the fixed guideway capital development projects identified in HB 322 include a project to strategically double track commuter rail lines (the "**Project**") as further defined in Section 2 below, and the Parties are entering this Agreement to establish some basic principles to govern their relationship for that Project only; and

WHEREAS, this Agreement sets forth in general terms the respective roles of the Parties for the Project, since responsibility for development, design, and construction of the Project resides with UDOT under HB 322, but responsibility for operation and maintenance of the completed Project resides with UTA; and

WHEREAS, UTA has already performed certain planning activities for the Project, including establishing the base scope of work and double track sections of the Project and certain environmental work; and

WHEREAS, in connection with the Project, UDOT shall apply for a Federal Transit Administration ("**FTA**") Capital Investment Grant ("**CIG**") and, if successful, serve as the direct recipient for a CIG Full Funding Grant Agreement ("**FFGA**"), and other funding sources may be available, but only as adopted in the Project Budget; and

WHEREAS, the Parties are independent organizations with individual cultures and expertise, and wish to maximize the strengths of each organization in the delivery of the Project within HB 322 requirements; and

WHEREAS, the Parties intend to perform their respective roles and duties in a cooperative and collaborative manner and to make good faith efforts to successfully deliver the Project in a timely and efficient manner.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for good and valuable consideration based on the mutual promises contained herein, the Parties agree as follows:

1. AGREEMENT PURPOSE AND SCOPE OF THIS AGREEMENT. The Agreement purpose and scope of this Agreement are as follows:

    a. Agreement Purpose. The purpose of this Agreement is to establish how UDOT and UTA will collaborate so UDOT can construct, and UTA can ultimately own, operate, and maintain, the Project, which is also known as the FrontRunner Strategic Double Tracking Project, UDOT Project No. S-ST99(835), PIN No. 20253.

    b. Scope of this Agreement. The scope of this Agreement is intended to cover all Work completed by UDOT and/or UTA in furtherance of the Project, and the Parties also agree that they will need to enter amendments or other agreements that are consistent with this Agreement to address additional areas related to the Work (as further described in Section 7 below).

2. DEFINITIONS. The following definitions apply to this Agreement in addition to those which may be stated elsewhere in this Agreement:

    a. "**Project**" means the FrontRunner Strategic Double Tracking Project, UDOT Project No. S-ST99(835), PIN No. 20253. The Project's purpose is to construct doubletracking segments for FrontRunner that UTA can use to alleviate congestion and increase ridership with a goal of providing 15-minute peak hour service and 30-minute off peak hour service on FrontRunner.

    b. "**Project Management Plan**" or "**PMP,**" as defined at 49 C.F.R. § 633.5, means the written document developed by UDOT, with input from UTA, that explicitly defines all tasks necessary to implement the Project. The PMP may be a single document or a series of documents or subplans integrated with one another and into the PMP either directly or by reference for the purpose of defining how UDOT will effectively manage, monitor, and control all phases of the Project.

    c. "**Project Value**" means the Project capital cost estimate within the available funding for the Project.

    d. "**UTA Design Criteria and Requirements**" means the design criteria and requirements developed and approved by UTA as of the date of this Agreement (or other date approved by UDOT in writing) and as identified by name and date and incorporated into a solicitation for the Work.

e. "**Work**" means all work of every kind that is required to complete activities for the Project.

3. GUIDING PRINCIPLES. The Parties have established the following guiding principles for the Project:

a. Recognized Collaboration and Team Building. UDOT and UTA have a unique opportunity with this Project to push boundaries by building a partnership that focuses on efficient and effective Project delivery solutions. Each agency has strengths and expertise that they offer.

b. Go Fast/Go Smart. We need a project delivery solution that provides certainty in the schedule. The Parties will team to go fast, but balance speed with risk and cost, and find solutions that deliver results, manage risk, and provide "value for money."

c. Good for the Project, Good for All. We need to build a collaborative Project environment and an integrated Project team where participants make decisions that are good for the Project first, and not focus on decisions that protect "turf." The Parties will help all participants raise issues and challenges for consideration and be a part of the solution while working together effectively.

d. Home Safe Every Day. This is a complex high-risk Project that requires construction in an operating railroad corridor, so safety is paramount. The Parties will prioritize having all Project staff, stakeholders, and riders "home safe every day."

e. Customer Focused/Customer Friendly. We cannot deliver this Project in such a way that the construction impacts drive away customers. The Parties will work to minimize disruption to the extent possible, and when disruption cannot be avoided, find customer friendly ways to mitigate the impact.

f. Funding Effective. We have limited funding and need to optimize the resources dedicated to the Project. The Parties will ensure that the Project remains within the Project Value adopted for the Project, and they will cooperate to meet FTA and State of Utah funding requirements.

4. COORDINATION OF THE PARTIES. The Parties shall coordinate as follows:

a. HB 322 Implementation. This Agreement is entered to implement HB 322, as amended from time to time, which establishes the roles of the Parties. UDOT, in close coordination with UTA, is responsible for the Work. The Parties acknowledge that UTA has performed certain Work prior to signing this Agreement to move the Project forward, and such Work will be integrated into the Project.

b. Point of Contact for Each Organization. UDOT's Project Director will be the main point of contact for the Project, and it will be UDOT's Project Director's responsibility

to coordinate directly with UTA's counterpart employee. UTA agrees to maintain a main point of contact counterpart employee throughout the Project.

c. Organization Chart. The Parties will develop and implement a Project organization chart as follows:

   i. Integrated Project. As a part of the development of the PMP, UDOT will lead the development and implementation of an integrated Project organization chart inclusive of UDOT, UTA, consultant, and contractor personnel.

   ii. Manner of Action. UTA and UDOT employees and their consultants who are assigned a role on the Project organization chart shall remain employed by their respective organizations. For purposes of the Project, Project personnel will report, communicate and fulfill responsibilities as identified in the Project organizational chart.

   iii. Commitment. The Parties commit to dedicating time and resources to the Project. The Parties' staff will work from the Project office as necessary in order to actively and substantively participate in the Project.

   iv. Approvals. The parties will mutually approve the organizational chart.

d. Project Office. UDOT will establish a Project office to house essential personnel for the program manager, UDOT and UTA staff, the final designer, and contractor.

e. Project Management Plan and Sub-Plans. The PMP will establish the Parties' overall plan for accomplishing the Project and will include a summary of any sub-plans. The PMP will include the contents required by 49 C.F.R. § 633.25, and in addition will address areas that may include, but that are not limited to, the following:

   i. A procedure for adopting and amending the provisions of the PMP, which UDOT will adopt for the Project with UTA's approval.

   ii. How Work is assigned between the Parties from time to time, the responsibilities of each Party, and which agency will take the lead under Project leadership (as provided in the Project organization chart).

   iii. Needs for Project policies. The Parties acknowledge that their agencies might need to accommodate Project policies by making internal, but Project-related, adjustments.

   iv. Measures to address the Project's scope, schedule, Project Value, and federal funding obligations.

   v. Measures to promote participation, cooperation, consultation, and problem solving among Project participants.

   vi. Measures to address obtaining approvals and certifications from a Party.

vii. Measures to address the technical needs of the Project.

f. Recordkeeping. Each Party will retain all Project records in accordance with 2 C.F.R. § 200.333 for a period of not less than three years after the completion and acceptance of the Project. Each Party will have access to the other Party's records related to the Project, and has the right to examine, audit, and copy such records with reasonable notice. For the avoidance of doubt, records include any books, documents, papers, or other records, regardless of form or format. This right to access records is also extended to any oversight or regulatory entities, including the FTA, Utah Office of the State Auditor, and Office of the Legislative Auditor.

g. Cooperation Generally. The Parties agree to work in a cooperative manner to complete the Project successfully, including, but not limited to, by entering other agreements as further described in this Agreement and as otherwise needed.

5. ALLOCATION OF RESPONSIBILITY GENERALLY: The responsibility for the Work under this Agreement is allocated generally as follows:

a. General: Each Party's role is generally the following pursuant to the authority stated under HB 322, as amended from time to time:

i. UDOT's role is generally the following:
(1) UDOT is the Project sponsor and leader.
(2) UDOT's role is limited to conducting project development, engineering, and construction for the Project.

ii. UTA's role is generally the following:
(1) UTA is the owner of the Project upon its final completion.
(2) UTA is the operator of the Project upon its final completion.
(3) UTA will maintain the Project upon its final completion.

b. Procurement and Contracting Administration. Each Party's role related to procurement and contracting administration is generally as follows:

i. UDOT will procure the final designer and contractor.
ii. UTA will notify UDOT, prior to each UDOT solicitation, of third parties who might create a conflict of interest through their participation in a Project procurement process.

c. Design. Each Party's role related to design is generally as follows:

i. UDOT is responsible for the following related to design:
(1) UDOT has final approval authority over the design of the Project once UTA has first approved the final design under Section 5.c.ii.(3) below.

(2) UDOT will provide for the performance of all design and engineering Work in compliance with UTA's Design Criteria and Requirements.

ii. UTA is responsible for the following related to design:
(1) UTA will establish UTA's Design Criteria and Requirements for the Project at times consistent with scheduling needs.
(2) Any requests for deviations from UTA's Design Criteria and Requirements will specifically require UTA approval.
(3) UTA shall participate in design reviews and provide written final design approval of the Project.

d. NEPA Documents. Each Party's role related to the documents prepared under the National Environmental Policy Act of 1969, as amended from time to time ("**NEPA**") is generally as follows (which may be adjusted by a subsequent agreement based on obtaining additional information):

i. UDOT is responsible for the following related to NEPA:
(1) Re-evaluations.
(2) Implementation of NEPA commitments.

ii. UTA is responsible for initial NEPA documents.

e. Property. Each Party's role related to property is generally as follows:

i. UDOT will purchase the land required for the Project in UTA's name (except for land to be acquired from UPRR).

ii. UTA is responsible for the following related to property used in the Project:
(1) UTA will acquire required property from UPPR.
(2) UTA will provide Project access on UTA-owned property.
(3) UTA will be the owner of all Project property (except for property required by third-parties).
(4) UTA will facilitate land swaps that involve property owned by UTA when required for the Project.

f. Third-Party Property Needs (Utilities). Each Party's role related to third-party property needs is generally as follows:

i. UDOT will provide for and facilitate third-party agreements and relocations.

ii. UTA is responsible for the following related to third party property needs:
(1) UTA will determine and facilitate a permanent arrangement for third-party relocations that will be placed on UTA property.
(2) UTA will enter any needed long-term commitments associated with any relocations on UTA property, including but not limited to licenses,

ownership arrangements, and maintenance agreements, at times acceptable to the Project and on terms acceptable to UTA.

g. Stakeholder Coordination. Each Party's role related to stakeholder coordination is generally as follows:

i. UDOT is responsible for the following related to stakeholder coordination:
(1) UDOT will lead the effort and coordinate with Project stakeholders.
(2) UDOT will lead the Parties' Project public relations.
(3) UDOT will lead the Parties' Project government relations.

ii. UTA will communicate and address impacts to UTA's customers through existing channels and will assist UDOT with UDOT's responsibilities.

h. Schedule. Each Party's role related to schedule is generally as follows:

i. Notwithstanding any other provision of this Agreement, UDOT has final control over the Project schedule.

ii. UTA will provide schedule updates to UDOT.

iii. Both Parties will work to keep the Project on schedule.

i. Service Interruptions: UTA and UDOT will work together to strike the appropriate balance between service interruption and Project costs. Each Party's role related to service interruptions is generally as follows:

i. UDOT is responsible for the following related to service interruptions:
(1) UDOT will obtain UTA's approval prior to authorizing service interruptions.
(2) If costs are required in connection with a necessary Project service interruption, such as the cost of a bus bridge, those costs will be included in the Project budget.
(3) Loss of fares are not part of the Project.

ii. UTA is responsible for the following related to service interruptions:
(1) UTA will provide approvals for service interruptions.
(2) When applicable UTA will implement agreed upon mitigation measures for service interruptions.

j. Union Pacific Railroad. Each Party's role related to Union Pacific Railroad ("**UPRR**") is generally as follows:

i. UDOT will be the lead agency to address construction matters with UPRR in a manner that is acceptable to both UDOT and UTA (including, but not limited to, negotiating a construction agreement).

ii. UTA is responsible for the following related to UPRR:
   1) UTA will be the lead agency to address long-term operations matters with UPRR in a manner that is acceptable to UTA and to the Project (including, but not limited to, negotiating an operating agreement).
   2) UTA will be the lead agency to address maintenance matters with UPRR in a manner that is acceptable to UTA and to the Project (including, but not limited to, negotiating a maintenance agreement).
   3) UTA will be the lead agency to acquire property interests from UPRR that are acceptable to UTA and to the Project (including, but not limited to, negotiating real property agreements).

iii. If UTA is unable to obtain necessary real property interests from UP on reasonable terms, UTA and UDOT shall work cooperatively to obtain alternate property interests to support the Project.

6. FINANCIAL MANAGEMENT OF THE PROJECT. UDOT is responsible for the fiscal management of the Project, and UDOT will maintain complete accounting records for the Project. All Project expenditures will be coded according to the FTA's Standard Cost Categories ("**SCC**") and will be coded using SCCs regardless of the source of funds. All Project expenditures will also be subject to UDOT's accounting procedures, including but not limited to, UDOT's procedures for payment requests by, and payments made to, Project participants.

   a. Financial Plan. As the direct recipient and Project sponsor, UDOT will develop the Financial Plan for the Project. The Parties agree to comply with the Financial Plan.

   b. Project Value. As a part of the Financial Plan, UDOT will develop the Project Value. UDOT will manage the Project Value, including tracking eligible expenditures and funding. The Project Value will become part of the **FFGA** and, once approved, will only be amended by UDOT with the approval of FTA and the Utah Transportation Commission per UDOT Policy. No additional funding is available beyond the funding identified in the adopted Project Value (including, but not limited to, allocated and unallocated contingency funds).

      i. Each Party will immediately notify the other of a potential cost overrun upon discovering one.

      ii. If for any reason the Work for the Project might exceed the Project Value, the Parties agree to work in good faith to reduce projects costs to remain within the Project Value so the Project can be constructed by UDOT and

sustainably operated and maintained by UTA, and reductions may include scope reductions.

iii. If a Party requests a scope item to be added to the Project Work which is allowable by FTA as a Project eligible expense, the Parties will work together to determine if the item should be added to the Work, but costs cannot exceed the Project Value. Costs for requests that constitute betterments or concurrent non-Project activities will be borne by the requesting Party.

iv. If the Parties must request additional funding from the Utah State Legislature, or other sources, they will cooperate with one another to obtain such funding, and UTA will provide reasonable support to UDOT as necessary.

c. Federal Funding: UDOT will apply for and be the direct recipient for a FFGA from the FTA. The Parties recognize the priority of addressing federal funding applications and requirements, and to that end, they agree as follows:

i. UTA will provide all assistance to UDOT that is necessary in the pursuit of a FFGA (or other funding), including providing any materials necessary to complete the core capacity requirements, and shall advise UDOT concerning FTA requirements that apply to UDOT's work and assist UDOT with compliance matters for the benefit of the Project.

ii. UTA and UDOT will each take all actions necessary to ensure that UDOT can make all required funding assurances and commitments, including, but not limited to, signing agreements committing to grant obligations, and providing representations to FTA concerning how grant obligations will be met. As needed to meet FTA requirements, the Parties will enter a subrecipient agreement to address federal requirements.

iii. Both Parties shall conduct their activities, including documentation, in accordance with all applicable federal laws and regulations and FTA guidance and policies.

iv. Both Parties acknowledge that the inclusion of Federal Funding will create a federal interest in all elements described in the FFGA.

d. State and Other Funding: UDOT will receive all funding appropriated by the State of Utah for purposes of this Project, and both Parties will conduct their activities in accordance with all applicable state laws and regulations. This includes UDOT applying funding to the Project that was previously identified as pass-through funding in the Implementation Agreement dated as of May 2, 2022, between UDOT and UTA (and such agreement also provides for funding that will be applied toward the acquisition of rolling stock, which the Parties will address in a separate agreement).

7. OTHER PROJECT AGREEMENTS. The Parties acknowledge that additional agreements, or amendments to this Agreement, will be necessary as the Project progresses. The following is a non-exclusive list of additional agreements or amendments anticipated for the Project, which the Parties may further refine as they resolve issues and agree on responsibilities for future phases of the Project:

    a. Second Agreement. The Second Agreement will address matters related to construction, acceptance, warranty, activation, close out for the Project, operations, and maintenance.

    b. Reimbursement and Subrecipient Agreement. The Reimbursement and Subrecipient Agreement will address matters related to how UDOT will reimburse UTA for its costs in connection with the Project, and to UTA's role as a subrecipient for purposes of the FFGA.

    c. Environmental and Hazardous Substances and Waste Agreement. The Environmental and Hazardous Substances and Waste Agreement will address the roles and responsibilities related to contamination on UPRR right-of-way and mitigation thereof.

    d. Rolling Stock Agreement. The Rolling Stock Agreement will address the roles and responsibilities for the acquisition of rolling stock for the Project.

    e. Other Agreements as Needed. The Parties acknowledge that additional agreements, or amendments to this Agreement may also be necessary.

8. ADDRESSING LIABILITY, DISPUTE RESOLUTION, AND TERMINATION. The following apply:

    a. Addressing Costs and Liabilities. The Parties agree to the following concerning disagreements over costs, liabilities, and (to the extent applicable) Work items, in connection with the Project Work.

        i. Each Party is a government entity, and neither Party waives any part of the Utah Government Immunity Act.

        ii. Before considering whether either Party bears any separate financial responsibility in connection with the Project, each Party agrees to look first to applicable insurance coverage and bonds that have been provided by third parties contracted for the Project. To that end, each Party shall require coverage in an appropriate form and amount in each of its third-party contracts that relates to the Work (to the extent not covered by an Owner Controlled Insurance Program that covers both Parties for the Project), and each Party will require the third party that provides the insurance or bond to name both UTA and UDOT as an additional insured or obligee in such

insurance policies or bonds. Each Party shall also require indemnities in its third-party contracts that cover both UTA and UDOT, and each may include other loss mitigation measures in third-party contracts as well.

iii. If third-party insurance or bonds do not pay for a cost, the Parties agree that they will next look to any applicable coverage provided by an Owner Controlled Insurance Program.

iv. If third-party insurance, bonds, or an Owner Controlled Insurance Program do not pay for a cost, the Parties agree that they will next evaluate available funds that have been dedicated to the Project before either Party considers whether one Party or the other Party should pay the cost.

v. If the foregoing resources do not pay for a cost, the Parties may consider requesting additional Project funding from the Utah State Legislature, and may seek other resources that may be available.

vi. After exhausting the foregoing resources, the Parties agree that each party is responsible for its own acts and omissions, whether or not negligent.

vii. After exhausting the foregoing resources, if the Parties disagree over which of them should bear a cost or liability, or if the Parties disagree about a Work item, the following shall apply. Either or both Parties may send a written proposal concerning payment of the cost or liability, or implementation of a Work item, for the other Party's consideration, and both Parties shall discuss the proposal or proposals in good faith. Each Party will consider the principles stated in this Agreement and the roles established under HB 322, as amended from time to time, when asserting its position, and each will explain how its position is consistent with those principals and roles. If the Parties cannot then resolve the dispute, either Party may proceed under Section 8.b. However, notwithstanding any provision of this Agreement or a dispute or litigation process, both Parties shall continue to work on the Project under UDOT's leadership throughout the course of any dispute, and neither Party shall disrupt the Work, increase costs, create delay, or withhold its full participation.

b. Dispute Resolution. The Parties may proceed under this subparagraph for any dispute that is not otherwise resolved.

i. The Parties shall manage their roles in the Project in a collaborative and cooperative manner and shall resolve disputes at the lowest level of management possible. However, if the dispute cannot be otherwise resolved, the following escalation of a dispute shall apply:

SUBMIT TO THIS MANAGEMENT LEVEL	TIME TO RESOLVE
UDOT Director of Transit and Trails and UTA Director of Capital Development	5 business days, unless otherwise agreed

SUBMIT TO THIS MANAGEMENT LEVEL	TIME TO RESOLVE
UDOT Director of Transit and Trails and UTA Chief Capital Services Officer	10 business days, unless otherwise agreed
UDOT Deputy Director of Planning and Investment and UTA Executive Director	15 business days, unless otherwise agreed

ii. If a dispute is not resolved using the management levels defined above, each Party's Executive Director shall make the final decision for matters that are within that Party's role, except that each Party agrees to the following: (i) that its Executive Director will first hear and consider information presented by the other Party prior to making the final decision, and (ii) that UDOT has final decision making authority for the Project Work (unless altered by a judicial determination). If a dispute involves a contractual or other legal matter, the Parties agree to first seek assistance from the Attorney General's Office concerning the proper interpretation of applicable laws and contracts before either Party's Executive Director makes a final decision.

iii. Each Party retains the right to pursue any available remedy after waiting ninety (90) days after the time when the Parties' Executive Directors make their final dispute resolution decisions concerning the matter.

c. Disputes with Third Parties. The Parties agree that to the greatest degree possible, they will avoid taking positions that are averse to one another in connection with any claims or costs concerning the Project. The Parties agree that they desire to defend against any claims or costs jointly; that they will provide coordination and support to each other in defense of Project-related claims; and that if needed, they will enter a joint defense agreement in connection with any claim.

d. Termination: This Agreement may be terminated by agreement of the Parties, which shall not be unreasonably withheld. Also, UDOT may terminate this Agreement without UTA's consent if any of the following occur: if there is a loss of needed funding for the Project, or if the Utah State Legislature removes the authority that UDOT needs to meet its obligations under this Agreement. Termination is effective at the time when written notice is effective. Thereafter, the Parties agree to work cooperatively to address any outstanding issues related to the Project upon termination (including costs, Work in progress, contracts, and federal obligations).

9. EXHIBITS TO THIS AGREEMENT. The FrontRunner Project Delivery Team organization chart, as it exists from time to time, is incorporated into this Agreement by reference as if fully set forth herein.

10. GENERAL PROVISIONS:

a. Notice Addresses: Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivery is by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To UTA:
UDOT 4501 South 2700 West Box 148455 Salt Lake City, UT 84114 Attention: Transit Project Director Email: brianja@utah.gov	UTA 669 West 200 South Salt Lake City, Utah 84101 Attention: Capital Development Jarobertsen@rideuta.com
With a copy to: UDOT Assistant Attorney General 4501 South 2700 West Box 148455 Salt Lake City, UT 84114-8455	With a copy to: UTA Assistant Attorney General 669 West 200 South Salt Lake City, UT 84114

b. Waiver: Failure of either Party at any time to require performance of any provision of this Agreement shall not limit either Party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

c. Governing Law: This Agreement is governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in a court located in Salt Lake County, Utah.

d. Further Assurances: The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist each other with maintaining compliance with the legal requirements applicable to each of them after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

e. Other: There are no third-party beneficiaries of this Agreement. This Agreement is for cooperative action pursuant to HB 322, as amended from time to time, and it does not create a partnership, agency, joint venture, or other relationship among the Parties, and it is not subject to the Utah Interlocal Cooperation Act. If any provision of this Agreement is severed, the remainder shall be construed to give

effect to the intent of the Parties. Neither Party is considered to be the drafter of this Agreement. This Agreement may not be assigned without the other Party's prior written agreement, and any purported assignment to the contrary is void. Time is of the essence.

f. Entire Agreement: This Agreement contemplates and the Parties acknowledge that they have entered into a House Bill 322 Implementation Agreement, dated May 1, 2022. With the exception of the House Bill 322 Implementation Agreement, this Agreement supersedes and replaces all written and oral agreements previously made or existing between the Parties regarding the subject matter in this Agreement. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

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

UTAH TRANSIT AUTHORITY	UTAH DEPARTMENT OF TRANSPORTATION
_____	_____
Jay Fox Executive Director Date: _____	Josh Van Jura Director of Transit and Trails Date: _____
_____	_____
David Hancock Chief Capital Services Officer Date: _____	Brian Allen Transit Project Director Date: _____
Approved as to Form:	Approved as to Form:
DocuSigned by: Mike Bell 70E33A415BA44F6... 9/20/2023	_____
Michael L. Bell Assistant Attorney General (UTA)	Jodi Howick Assistant Attorney General (UDOT)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Cherryl Beveridge, Chief Operating Officer
PRESENTER(S):	Kevin Anderson, Director of Maintenance Support Guy Miner, Facility Maintenance Manager

TITLE:

Contract: Riverside Bus Bay 9 Lift Replacement (Stertil-Koni USA, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the purchase order 17120 under Utah State Contract PA4107 and associated disbursements for replacement of Riverside Bay 9 Lift with Stertil-Koni USA, Inc. in the amount of $273,861.77.

BACKGROUND:
The pistons on bus lift in Bay 9 at the Riverside service facility are corroded and beyond economical repair. Replacement is necessary. Stertil-Koni USA, Inc. has identified a suitable replacement.

DISCUSSION:
UTA Staff is requesting approval of purchase order 17120 to replace the bus lift in bay 9 at Riverside with a new unit installed by Stertil-Koni in the amount of $273,861.77. The installation services will be contracted out to Rocky Mountain Lift, but the PO/Contract is required to be issued to Stertil-Koni. The scope of the contract includes removing the existing inground lift and its associated hydraulic lines and replacing it with a new Diamond 64FCR-17, lift with a single fixed post and two movable posts. It will be equipped with a Quick Turn for tandem axles, a wired remote control, and an automatic wheelbase positioning system. The concrete will be cut to remove the old Bay 9 lift. All existing plumbing, trenches, drain, connections, and cleanouts will be preserved. Stertil-Koni will coordinate with UTA on the time frame for demolition and construction and the arrival time of the lift to mitigate the time the bay will be down for construction. UTA shall have a two-year warranty on all work and materials performed and factory warranty on the lift and associated parts.

This lift replacement has been identified as a 2023 SGR project and is funded in the 2023-2027 Capital Plan. This purchase from Stertil-Koni will be made under the State Contract #PA4107 (expires March 31, 2028).

CONTRACT SUMMARY:

Contractor Name:	Stertil-Koni USA, Inc.
Contract Number:	PO 17120
Base Contract Effective Dates:	10/25/23- 05/31/2024
Extended Contract Dates:	NA
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$273,861.77
Procurement Method:	State Contract #PA4107
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

There are no viable alternatives. The lift offered by Stertil-Koni is a complete, turn-key system. Systems from other manufacturers would be custom-built using available parts and components. Along with increased lead times, this increases the cost of the project due to engineering, manufacturing, and assembly time.

FISCAL IMPACT:

Funds for PO 17120 are budgeted into the 2023-2027 Capital Plan.

ATTACHMENTS:

1) UTA Purchase Order

DocuSign Envelope ID: 4C43EFC5-AD06-4B58-8E87-291F8E145496

STERTIL KONI USA INC.
200 Log Canoe Circle
Stevensville MD 21666

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17120

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1204653	9/25/2023

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**	KELLY/RON	*
669 W 200 S	**3610 South 900 West**	**801-287-3008**	**BUYER** / **PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Miller, Brent / 1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 273,861.77 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012592	05/31/24	EA	40-1653.63000.3003	Riverside bus lift Bay#9 for 64FCR-17Sys Rod W	182602.7700	182,602.77
2	00012592	05/31/24	EA	40-1653.63000.3003	Installation - Diamond Lift for Riverside Bay#9 3900 Rod W	16000.0000	16,000.00
3	00012592	05/31/24	EA	40-1653.63000.3003	Civil Work - Concrete, Hyraul remove & replace Riversd Bay#9	75259.0000	75,259.00

TAX EXEMPT SERVICE ORDER - UTA TAX EXEMPT CERT# 11991324-200-STC

*** Reference attached (2 docs) Utah State Contract PA4107 (NASPO CW7260), and Stertil-Koni Quote 1097 dated 09/25/23 ***
Utah State Contract PA4107 and UTA standard Terms and Conditions referenced in this P.O. take precedence over the Stertil-Koni terms and conditions.
Reference Utah State Contract PA4107 (NASPO CW7260) Expires 03/31/28
Total Order pricing NOT-TO-EXCEED $273,861.77 includes 29.00% discount of Catalog List Price in accordance with Utah State Contract PA4107(NASPO CW7260) and Quote 1097
Ln1 Pricing $182,602.77 includes

1ea	64FCR-17	Bus Lift - DiamondLift 64,000lbs cap and 17ft travel range @ $153,275.51ea	
1ea	79900002	Automatic Wheel base positioning (AWBP) for Cassette with 2 moveable pistons	@ $6,630.69ea
1ea	89930001	Optional detached wire remote control w/ 35ft cable & military style quick disconnect @ $5,082.18ea	
2ea	79990001	Assembly Sump Pump @ $4,086.05ea	
4ea	A17122-00	Adapter Wire Cradle 5" x 10" @ $1,143.10ea	
4ea	89010030	Adapter Vertical 6 x 7.9" @ $692.25ea	
1ea	79010100	Adapter Cart Diamond @ $2,100.89ea	

Ln2 Pricing $16,000.00 for Installation Service of Ln1 to be performed by Rocky Mountain Lifts in accordance with Quote 1097

Ln3 Pricing $75,259.00 for Civil Work Service for Ln1 to be performed by Rocky Mountain Lifts in accordance with Quote 1097

Rocky Mountain Lifts to provide Certificate of Insurance (COI) prior to On-Site Services

DELIVERY ON OR BEFORE 05/31/24

SITE SERVICE LOCATION:
Utah Transit Authority – Riverside Facility Bay#9 grp 3900
3610 South 900 West
Salt Lake City, UT 84119
Contact: Rodney Wilson o 801-287-4627 c 801-830-7471 rowilson@rideuta.com to schedule onsite service

Requestor: Rodney Wilson o 801-287-4627 c 801-830-7471 rowilson@rideuta.com
RSS: 12592-OU-0001 for 3800 Facilities – Riverside Bay #9 Bus Lift/Hoist

Ship Method: Ground / Supplier Truck – Prepaid by Contractor (See Contract PA4107) NO SHIPPING CHARGE to UTA.
FOB: Destination UTA – SLC, UT (iaw Contract PA4107)
Payment Term: Net30 (iaw Contract PA4107)
Supplier POC: BOBBY LAWSON 801-372-1304 bobby@rockymountainlifts.com / ron@stertile-koni.com / orders@stertil-koni.com
Ref Quote: Ster
Contract Buyer: Brent .com

UTA SIGNATURE APPROVAL:
Tim Merril or Mike Bell
(Utah Attorney General)

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Date 9/26/2023

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Christy Allen, Coordinated Mobility Manager

TITLE:

Contract: ADA Accessible Rolling Stock Purchase (Creative Bus Sales, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Rolling Stock Purchase contract and initial base order for 16 transit vehicles, and associated disbursements, with Creative Bus Sales, Inc. in the amount of $1,530,608.00.

BACKGROUND:
Creative Bus, Inc. was selected through a standard full and open procurement process. The contract with Creative Bus will provide accessible Ford Transit style vehicles for subrecipients of the FTA 5310 Grant that the Coordinated Mobility Department manages for the urbanized areas of Utah. The contract contains an initial base order for 16 vehicles. The cost for the base order is covered under a 5310 Grant. The cost of each vehicle is approximately $95,663.00, depending on options selected. The only option being ordered for the vehicles on the base order is the Extended High Roof noted in Exhibit B. The contract contains purchase options to procure an additional 24 vehicles using funds from future grant cycles. Contract modifications exercising future purchase options will come before the Board for approval in accordance with Board approval thresholds. Funds to purchase each vehicle is paid in the following manner: 80% of the purchase is paid from UTA managed FTA 5310 funds, 20% of the purchase is paid by the subrecipients prior to the delivery of the vehicle. The FTA 5310 Grant program provides financial assistance for capital and operating projects that are public transportation projects planned, designed, and carried out to meet the transportation needs of elderly persons and persons with disabilities where public mass transportation services are otherwise unavailable, insufficient, or unequipped to handle their needs.

DISCUSSION:
This vendor was selected through a standard full and open l procurement process. Four vendors submitted proposals and were evaluated using stated evaluation criteria. The UTA procurement group managed the RFP process.

CONTRACT SUMMARY:

Contractor Name:	Creative Bus Sales, Inc
Contract Number:	23-0377AB
Base Contract Effective Dates:	October 25, 2023 - March 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,530,608.00
Procurement Method:	RFP
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:
5310 Program was contractually turned over to UTA from UDOT for administration of funds, so not awarding recipients would be a contractual risk. Subrecipients could do their own procurement but grant oversight would need to be changed or increased to ensure federal compliance.

FISCAL IMPACT:
Funds for the 5310 are budgeted in the 2023-2027 Capital Plan with their corresponding local match and federal portion offsetting UTA funds expended.

ATTACHMENTS:
Contract

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ROLLING STOCK PURCHASE CONTRACT
Contract # 23-0377AB

THIS ROLLING STOCK PURCHASE CONTRACT ("Contract") is entered into and made effective as of the date of last signature below (the "Effective Date") by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the "Agency"), and **Creative Bus Sales, Inc.** a corporation with a place of business at 9365 Counselors Row Suite 112 Indianapolis, IN 46240 (the "Contractor")

RECITALS

WHEREAS, on June 9, 2023, UTA received competitive proposals to provide ADA Transit Vans (the "Vehicles"), including option quantities, and all associated hardware, software, transportation, tools, training, and documentation (together with the Vehicles, collectively the "Goods and Services"); according to the terms, conditions and specifications listed in the RFP, No. 23-03711AB and hereinafter the "RFP")

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

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. GOOD AND SERVICES PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

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2. TERM

Subject to the provisions for termination as hereinafter provided, this Contract shall be effective with respect to the purchase of any Goods and Services (up to the aggregate number of base and option Vehicle quantities set forth in the RFP) ordered prior to March 31, 2027 (the "Term"). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Contract.

3. COMPENSATION AND FEES

For the initial order, the Agency agrees to pay Contractor a lump sum determined in accordance with Attachment 1. This sum includes all hardware, software, equipment, materials, labor, shipping costs, and other items necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with this Contract.

The Agency (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to Forty (40) additional vehicles any mix of Vans needed, during the Term of this Contract. The price for option Vehicles shall be based on the prices indicated in Attachment 1 (hereinafter the "Base Order Prices"). The Base Order Prices shall remain firm for any option Vehicles ordered within one hundred eighty (180) days of following the Effective Date. The price of any Vehicles ordered more than one hundred eighty (180) days following the Effective Date shall be the Base Order Price, subject to adjustment as provided in the following paragraph.

Adjustments to the Base Order Prices will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies". In no event will the price (s) for any order placed exceed by more than five percent (5%) the price(s) that would have been in effect twelve (12) months prior to the date of the release. The Base Order Price will be multiplied by the positive or negative percentage change in this index (subject to the five (5) percent cap on annual price increases to determine pricing for option Vehicles).

FORMULA:

Index Point Change	Example
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	137.6
Index Point Change	3.5
Index Percent Change	3.5
Index Point Change	137.6
Divided by PPI Index: Base Award Month	.0254
Results Multiplied by 100 = Percent Change	2.54%
Base Order Price	$50,000.00
Plus Percent Change (2.54% x $50,000)	1,270.00
Revised Price for Future Order	$51,270.00

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There is no guarantee that options with respect to any Vehicles will be exercised.

4. 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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
   2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
   3. 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 Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. 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 proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6 LAWS AND REGULATIONS

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

6. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA’s request, UTA’s representative shall be provided access to Contractor’s facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be

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shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

7. 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

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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 offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from 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.

8. WARRANTY OF TITLE, GOODS AND SERVICES

a. Contractor warrants that title to all Vehicles delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Agency upon acceptance by the Agency. Contractor further warrants that upon payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Agency shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested. Contractor shall indemnify, defend, and hold the Agency harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

b. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

c. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

d. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

e. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards,

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Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

f. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

9. 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 Goods and 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 contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

10. 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 subcontractors. 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

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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.

11. INSURANCE REQUIREMENTS

Standard 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, his 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.

   - 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".

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

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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	$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 contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor 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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor 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.

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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-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

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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.

2. **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 the 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 Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services 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 on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, 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

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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.

c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

3. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

4. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

5. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, 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. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

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6. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

7. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

8. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant 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, Consultant 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, Consultant shall resume

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Work as mutually agreed to in writing by the parties hereto.

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 Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **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 subcontractors 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 Goods and Services using other contractors 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.

b. **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 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

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days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **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:

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) Consultant'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 Consultant 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 Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant 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 Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant 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 Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

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23. **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 the 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 the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties 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 subcontractors utilized in the performance of the Contract at any tier.

24. **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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **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.

26. **PROJECT MANAGER**

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UTA's Project Manager for the Contract is Christy Allen, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)237-1921 email cachziger@rideuta.com.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3320

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
Attn: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:
Creative Bus Sales
Nick Corley
ncorley@creativebussales.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. 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.

30. **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 20. 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.

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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 [SECOND LEVEL]/Contractor's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Contractor's [THIRD LEVEL]	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, then 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.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY 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

33. **SEVERABILITY**

Any provision of the 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 the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

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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.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the 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 the Contract.

37. **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.

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. **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.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **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.

42. **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 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Nick corley 920E8F62B65A4E3...

Name Nick corley

Title Transit Bid Manager

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Exhibit A
Scope of Work

Creative Bus sales will provide UTA 14 Passenger ADA accessible Transit Vans to our 5310 Federal Subrecipient program. The Contract will be for five (5) years with Base order of sixteen (16) ADA accessible High Roof Transit vehicles and options to purchase forty (40) total throughout the term of the contract. Options will be exercised with Notices to proceed. UTA will provide the specific seat configuration and other information, the Name, FEIN, Address, Phone and Contact Person for all vehicles purchased under this contract.

Creative Bus sales will provide 2 options for UTA to choose from.

- Option One Ford Transit Wagon U4X 350, long wheelbase, high roof auto Transmission and Dual rear wheels. With Braun wheelchair lift located in the rear of the unit. 1000lb 37" century 2 with hand belt high engine idle option for intermotive interlock system.
- Option two Ford Transit Wagon U4X 350, long wheelbase, high roof auto Transmission and Dual rear wheel, Alternative V6 Turbo Engine. With Braun wheelchair lift located in the rear of the unit. 1000lb 37" century 2 with hand belt high engine idle option for intermotive interlock system.
- UTA may add for each vehicle the optional Extended warranty at the price provided in Exhibit B.
- Each Vehicle will come with 3 Keys. UTA as lien holder will hold one key.

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Exhibit B
Price

DESCRIPTION	Contracted Price	Lead Time
ADA Accessible Transits (Upfitted) Extended High Roof	$ 95,663.00	90 days from receipt of chassis
ADA Accessible Transits (Upfitted) with an Optional Minimum Turbo v6 Alternative Engine	$ 2,218.00	90 days from receipt of chassis
Extended Warranty	$ 1,562.00	
Additional Keys (1 ea)	No charge	

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Contract: Siemens S70 Center-Truck Axles Purchase (Jamaica Bearings Co.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute Purchase Order, and associated disbursements, with Jamaica Bearings Co., to provide twelve (12) Siemens S70 center-truck axles in the amount of $461,027.88.

BACKGROUND:
The Light Rail Fleet Sustainability team overhauls and repairs multiple components for the light rail vehicles. The Center Truck Axle cores are sent to an outside vendor to be repaired on a rotation basis. Over time these cores become damaged or worn out and are no longer able to be rebuilt. Thus new axles must be procured from time-to-time to replace worn-out axles.

In June a solicitation was posted as an IFB and 3 bids were received from various companies. Jamaica Bearing Co. was selected as the lowest-cost supplier.

DISCUSSION:
This procurement was completed as an Invitation For Bid (IFB). It resulted in contracts between Utah Transit Authority (UTA) and Jamaica Bearings Co. to supply UTA with 12 Center Truck Axles. Eight (8) of these axes 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 axles are to replace cores that are damaged or worn out and can no longer be rebuilt.

CONTRACT SUMMARY:

Contractor Name:	Jamaica Bearings Co.
Contract Number:	23-03749BCM, PO 1132251
Base Contract Effective Dates:	October 25, 2023- October 25, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$461,027.88
Procurement Method:	IFB
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Continue with the current number of cores, which will result in delays in repair and ultimately our ability to meet service needs of our customers.

FISCAL IMPACT:

Budget for this purchase is included in the Fleet Sustainability program budget.

ATTACHMENTS:

Contract

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INVITATION FOR BID

Addendum No.3

Cover Sheet

General Information			
Project Name	Siemens S70 Center Truck Frame and S70 Center Truck Axle		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide Center Truck Frames and Center Truck Axles for Siemens S70 Light Rail Vehicles.		
Project Start Date/Length	Approximately August 2023		
Contract Type	Goods and Service Firm Fixed Price		
UTA Project Manager	Robert Balsamo		
Funding Source	☒ Local	☐ State	☐ Federal
Procurement Process Information			
IFB No.	23-03749BCM		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		

IFB Schedule:

A)	Issue Invitation to Bid	June 16, 2023 9:00 am MDT
B)	Deadline to submit Questions and Request for Approved Equals or Changes to UTA	June 23, 2023, 2:00 pm MDT
C)	Last day for UTA to issue addenda and clarifications	June 30, 2023
D)	**Deadline to submit bids**	**September 29, 2023, 2:00 pm MDT**

Included as part of this IFB		
Part 1 – Project Specific Information		
Part 2 – Procurement Process Information		

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Part 3 – Standard Solicitation Terms		
Part 4 – Standard Contract Terms / Sample Contract		
Part 5 – Forms		
Bid Contents		
Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.	10 pages	
Submittal Instructions Use SciQuest to record price and lead-times and provide one (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.		
Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:		
• Signed Bid Forms and Declarations		

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INVITATION FOR BIDS

Addendum No.3

Part 1 – Project information

GENERAL OVERVIEW

This Invitation for Bids is to supply Utah Transit Authority (UTA) with Center Truck Frames and Center Truck Axles for Siemens S70 Light Rail Vehicles. Please refer to the product line item detailed list of parts in SciQuest.

FOB Delivery Destination Point:
Utah Transit Authority – JRSC Division
2664 South 900 West
Salt Lake City, UT 84119
c/o Receiving Dept 801-287-3025

Incoterm: DAP (Delivered at Place) UTA SLC, UT

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

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INVITATION FOR BIDS

Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid shall be determined by the bid price of the parts, if applicable.

BID FORMAT AND CONTENT

- Bid must be entered in SciQuest.
- Bidder must use SciQuest to access the product line item(s) detailed list of parts for this IFB in order to enter its product price and delivery lead-times.
- Bidder must upload in SciQuest one (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, in pdf format.

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INVITATION FOR BIDS

Addendum No.3

Part 3 – Standard Terms of Solicitation

1.1 INSTRUCTIONS TO BIDDERS

1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the "Bid ends" date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account please select "Create Account" and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at sciquestadmin@utah.gov. Instructions to Bidders are included in the IFB documents.

1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively "Business Confidential Information"), then the Bidder Bidder must follow the procedure set forth in UCA §63G-6a-309.

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Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:

a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating "DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION" and identifying each section and page which has been so marked;

b) Include a statement with its Bid justifying the Bidder's determination that certain records are Business Confidential Information for each record so defined;

c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and

d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

1.1.1.4 Submitting Questions to UTA

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA's answers to timely questions will be posted on the SciQuest Q&A page.

1.1.1.5 Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA's responses to timely Requests will be posted to the SciQuest Q&A page.

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It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

1.1.1.6 Addenda to the Invitation for Bids

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

1.1.1.7 Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

1.1.1.8 Withdrawal of Bids

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

1.1.1.9 Cost of Bids

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

1.1.1.10 Examination of Invitation for Bids

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

1.1.1.11 Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or

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services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

1.1.1.12 Disclosure of Organizational Conflict of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

1.1.1.13 No Collusion

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

1.1.1.14 Federal Requirements. (if applicable)

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: https://uta.ecomply.us. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
- All subcontract award amounts, date signed, and change orders
- Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

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1.2 SELECTION PROCESS

1.2.1.1 Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

1.2.1.2 UTA's Procurement Options

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

1.2.1.3 Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

1.2.1.4 Responsibility

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

1.2.1.5 Checking References.

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

1.2.1.6 Requests for Clarification

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

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1.3 PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to protests@rideuta.com.

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq*. A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq*.

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INVITATION FOR BIDS

Addendum No.3

Part 4 – Contract Terms

"Vendor" as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority ("UTA") to provide Goods and/or Services to UTA. The terms "Goods" and "Services" are intended to have their broadest meanings. "Goods" includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents ("Solicitation Documents") to which these UTA Standard Terms and Conditions are attached. "Services" includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the "Contract") resulting from UTA's acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.

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6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.

8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.

9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

10. **INVOICING AND PAYMENT:**
    - **a.** Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. 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 Goods 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 offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable

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to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **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, his agents, representatives, employees or subcontractor s 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.

- 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.

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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	$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 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 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.

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All certificates and any required endorsements are to be sent to UTA Contract Administer and utahta@Ebix.com and approved 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 Contract Administrator and EBIX insurance. 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 subcontractor s as additional insureds under its policies or subcontractor s 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-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. 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.

14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.

15. **DEFAULT:** If Vendor: (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 subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

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17. **ENVIRONMENTAL RESPONSIBILITY:** Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.

19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.

21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.

22. **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.

23. **UTAH ANTIDISCRIMINATION ACT**:

    Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

    In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at https://www.w3.org/TR/WCAG21. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

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24. **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.

25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.

26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

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INVITATION FOR BIDS

Addendum No.3

Part 5 – Declarations, Offer, and Conflict of Interest Form

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.

2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.

3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.

4. I acknowledge receipt of the following addenda to this IFB:

   Addendum No. 1 Date 7/26/2023
   Addendum No. 2 Date _____
   Addendum No. 3 Date 7/26/2023
   Addendum No. ___ Date _____

   Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Jamaica Bearings Company
(Contractor's Name)

Scott Reichert
(Signature)

Scott Reichert
(Print Name)

DocuSign Envelope ID: 733C822B-DDAC-45F3-B481-7FB9F3A94129

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Jamaica Bearings Company (Contractor's Name)	Scott Reichert (Signature)
1700 Jericho Tpke. New Hyde Park, NY 11040 (Contractor's Address)	Scott Reichert (Print Name)
516-326-1350 (Contractor's Phone Number)	IRE Vice President (Title)
sreichert@Jamaicabearings.com (Contractor's Email Address)	7/26/2023 (Date)
11-2596748 (Contractor's EIN)	

C. UTA'S ACCEPTANCE and BINDING CONTRACT

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

UTA Representative / Title	UTA Representative / Title
(Date)	(Date)

DocuSigned by:
Mike Bell 10/3/2023
70E33A415BA44F6...

UTA Legal
Utah Assistant Attorney General

‹ Back to Event

This event is **Under Evaluation**, and may be awarded once a winning bid has been chosen.

23-03749BCM Siemens S70 Center Truck Frame and S70 Center Truck Axle
23-03749BCM

Vendor: JAMAICA BEARINGS CO.
Bid Status: **Submitted**
Type: **Invitation for Bid**
Event Status: **Under Evaluation**

Prerequisites
Vendor Attachments
Questions
Items

Response from JAMAICA BEARINGS CO.

History | ?

Items

Product Line Items (2) | Service Line Items (0)

Go To All Groups

★ Unit Price is Required
Estimated Delivery Date is Required

Group P1 (1 - 2 of 2 items)

#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Target Price (USD)	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	S70 Frame, CT ★ View Details	4	Each	12/19/2023		0.00	0.00	9/27/2023
	Comment:		no quote					
P1.2	S70 Axle, CT ★ View Details	12	Each	12/19/2023		38,418.99	461,027.88	10/25/2024
	Comment:		SKF PN: VC-ABP-7002/RM99					
				Total Price (USD)	**461,027.88**			

Total for Product Items **461,027.88** USD
Total for Service Items **0.00** USD
Grand Total for Bid **461,027.88** USD

‹ Previous

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

Contract: Employee Holiday Gift Card 2023 (Harmon City, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute the contract and associated disbursements with Harmon City, Inc. in an amount not to exceed $382,800.

BACKGROUND:
Traditionally UTA has given a holiday gift card to a local grocery store to purchase holiday food for employees' families to show its appreciation for hard work and accomplishments during the year. This year's card reflects the $150 value that started in 2021.

DISCUSSION:
A Request for Proposal (RFP) was published to multiple large grocery stores in the Salt Lake area to provide 2,900 gift cards with a value of $150 each. This RFP was publicized as an open competition with award of contract based on percentage discount offered in their bid as related to relative pricing on designated food items chosen by UTA.

After publication, one proposal was received, and Harmon City Inc. was selected as the lowest proposal. Harmons provided the largest discount of 12%.

Harmons has been in business for over 87 years and has 18 locations along the Wasatch Front.

CONTRACT SUMMARY:

Contractor Name:	Harmon City, Inc.
Contract Number:	20036510
Base Contract Effective Dates:	11/1/2023 - 12/31/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$382,800.00
Procurement Method:	RFP
Budget Authority:	Agency Fiscal Year Savings in Departments

ALTERNATIVES:

Should the Board not approve the selection of Harmon's; the RFP would need to start over.

FISCAL IMPACT:

The actual purchase will be based on the current number of employees, which is currently less than 2,900.

ATTACHMENTS:

Contract/Purchase Order

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HARMON S INC
3540 S 4000 W STE
#5
WEST VALLEY CITY UT 84120

Utah Transit Authority

PURCHASE ORDER NUMBER	
ON	**20036510**

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1104100	10/5/2023

SEND INVOICE TO:	SHIP TO:	*An Equal Opportunity Employer*	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Gonzales, Chad	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 382,800.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012571	10/5/23	2900 EA	1.10206.MISC	2023 Holiday Gift Card Payroll	132.0000	382,800.00

UTA Legal DocuSigned by: Mike Bell 70E33A415BA44E6... 10/12/2023

Harmons Inc DocuSigned by: Terry McDonald 9441431F1B254F6... 10/12/2023

Viola Miller _____
Chief Financial Officer

Jay Fox _____
Executive Director

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Daniel Hofer, Director Capital Assets & Project Controls Patrice Batty, Manager NRV Performance & Maintenance

TITLE:

Contract: UTA White Fleet Vehicle Purchase Order (Various State Contracts)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute a blanket PO and associated disbursements for the UTA support fleet through various state contracts in the amount of $5,995,000 allowing the team to place orders within the 2023 ordering window. Final purchase orders will be presented for board approval at a later date.

BACKGROUND:
In an effort to replace many older vehicles in UTA's support fleet, the vehicle procurement team plans to procure 116 vehicles in 2024 with a pending budget of $6M. This is an advance procurement request to leverage order windows for 2024 that are open in 4th quarter 2023. The approval of a blanket PO referencing various state contracts from which actual purchases will be made allows dealers to provide quotes on these vehicles within the ordering window. After specific orders are placed, the Board will have the opportunity to review and approve the specific Purchase Orders.

DISCUSSION:
The list of vehicles is 116 in total and includes six 1-ton pickups, fifteen ½ ton pickups, ten ¼ ton pickups, three ¾ ton pickups, six 15 passenger vans, one ADA accessible van, eight compact SUVs, fourteen full size SUVs, two HD trucks, twenty large cargo vans, seven mid-size SUVs, and twenty-four minivans.

CONTRACT SUMMARY:

Contractor Name:	Various State Contracts TBD
Contract Number:	23-037851 PO
Base Contract Effective Dates:	10/25/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$5,995,000
Procurement Method:	Utah State Cooperative Contracts
Budget Authority:	$1,816,221.27 of existing budget authority in the 2023-2027 Capital Plan and the remaining will be added as part of the 2024-2028 Capital Plan

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ALTERNATIVES:

Place orders in 2024 and potentially miss order windows for next year.

FISCAL IMPACT:

$1,816,221.27 of existing budget authority in the 2023-2027 Capital Plan and the remaining will be added as part of the 2024-2028 Capital Plan

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ATTACHMENTS:

Purchase Order

State of Utah State Contract holders

MA3790	MA3799	MA3789
MA3795	MA3797	MA3796
MA3802	MA3792	MA3794
MA3800	MA3791	MA3793

UTA

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OB	23037851

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1471456	9/21/2023

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER / PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda / 1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt Total PO Value: 5,995,000.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012651	9/21/23	6 EA	40-6205.68912	1 Ton Pickup Truck	60000.0000	360,000.00
2	00012651	9/21/23	15 EA	40-6205.68912	1/2 Ton Pickup Truck	50000.0000	750,000.00
3	00012651	9/21/23	10 EA	40-6205.68912	1/4 Ton Pickup Truck	50000.0000	500,000.00
4	00012651	9/21/23	6 EA	40-6205.68912	15 Passenger Van	49000.0000	294,000.00
5	00012651	9/21/23	3 EA	40-6205.68912	3/4 Ton Pickup Truck	55000.0000	165,000.00
6	00012651	9/21/23	1 EA	40-6205.68912	ADA Accessible Van	80000.0000	80,000.00
7	00012651	9/21/23	8 EA	40-6205.68912	Compact SUV	48000.0000	384,000.00
8	00012651	9/21/23	14 EA	40-6205.68912	Full Size SUV	55000.0000	770,000.00
9	00012651	9/21/23	2 EA	40-6205.68912	HD Truck	75000.0000	150,000.00
10	00012651	9/21/23	20 EA	40-6205.68912	Large Cargo Van	52000.0000	1,040,000.00
11	00012651	9/21/23	7 EA	40-6205.68912	Mid Size SUV	50000.0000	350,000.00
12	00012651	9/21/23	24 EA	40-6205.68912	Minivan	48000.0000	1,152,000.00

DocuSigned by: Mike Bell 70E33A415BA44F6... 9/21/2023

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Jesse Rogers, Bus Vehicle Procurement Project Manager

TITLE:

Change Order: Forty Foot Bus Order Through Washington State Contract Assignment of Rights Modification No. 001 - Configuration Changes (Gillig, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve modification 001 to Washington State contract 2020 06719-01 with Gillig LLC and authorize the Executive Director to execute the modification and associated disbursements in the amount of $574,640 for bus configuration changes.

BACKGROUND:
On 1/25/2023 the board approved an assignment of contract rights for options from the state of Washington contract 2020 06719-01 with Gillig LLC for 50 buses. This agenda item covers changes made in the pre-production meeting to the bus configurations.

DISCUSSION:
The bus order consists of three bus configuration changes for 32 transit buses, 6 commuter buses, and 12 CNG buses, for a total of 50 buses. The changes resulted in a net average price increase of $11,492 per bus or $574,640 total.

CONTRACT SUMMARY:

Contractor Name:	Gillig, LLC
Contract Number:	2006719-01

Base Contract Effective Dates:	4/2021 thru 3/2026
Extended Contract Dates:	N/A
Existing Contract Value:	$29,975,312
Amendment Amount:	$574,640
New/Total Contract Value:	$30,549,952
Procurement Method:	Assignment of contract options (Washington State by RFP)
Budget Authority:	2023-2027 5-year Capital Plan

ALTERNATIVES:

No practical alternatives at this point based on the need to meet the standard fleet configuration for UTA and the timing of production.

FISCAL IMPACT:

The cost increase will be funded by the project's bus configuration budget.

ATTACHMENTS:

Change Order

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UTAH TRANSIT AUTHORITY

UTA

September 5, 2023

Gillig, Inc.
Attn: William F Fay, Jr.
451 Discovery Drive
Livermore, CA 94551

Sent by email only:
Sales@gillig.com
Tim.McCunney@gillig.com
RE: Contract 2006719, order off Washington Contract

Contract Modification 0001
For Thirty-Eight (38) Diesels (32 Transit and 6 Commuter) and Twelve (12) CNG Buses

Dear Mr. Fay, Jr.,

This letter shall serve as a modification to the Order UTA placed from Washington Contract 2006719.

The following modifications based on pre-build meetings are as follows:

Changes on six (6) Diesel Low Floor Commuter Buses Per Price Summary 199822				
Changes	**Quantity**	**Description**	**U/Price**	**Total Price**
Delete	6	Ameseco Insight W/ Q-Pods & ADA Passenger Seat back with ADA symbols	$ (9,355.00)	$ (56,130.00)
Add	6	W2005/6466 Commuter Seating Package with 2 Q'Pods with ADA symbol over base	$ 14,366.00	$ 86,196.00
Change	6	To PP-5 Brake Valve with Toggle Switch	$ 135.00	$ 810.00
Change	6	To Rometech Slam Latches	$ 260.00	$ 1,560.00
Add	6	Fresh Air Intake and Controls to Drive Heaters	$ 280.00	$ 1,680.00
Delete	6	Rear Threshold Heater aft of rear door	$ (818.00)	$ (4,908.00)
Add	6	Electrical Equip box temp switch-controlled fans	$ 125.00	$ 750.00
Add	6	M384 Recaro Drivers Seat w/ Heated Cushion	$ 475.00	$ 2,850.00
Add	6	Egress Drivers Window	$ 340.00	$ 2,040.00
Add	6	LED Fog Lamps	$ 690.00	$ 4,140.00
Add	6	Focal Rcx-130 premium speakers	$ 540.00	$ 3,240.00
Add	6	Bike Rack pivot plate	$ 266.00	$ 1,596.00

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Add	6	Viriciti (Cradlepoint) data hub	$ 1,500.00	$ 9,000.00
Add	6	Bus Number to Rear engine belt guard	$ 110.00	$ 660.00
Add	6	USB Modules to seat layout	$ 2,669.00	$ 16,014.00
Delete	6	Plexi Extended Driver Shield	$ (1,765.00)	$ (10,590.00)
Add	6	Vapor Vshield w/ Power Windows and Fans	$ 7,598.00	$ 45,588.00
Add	6	Transit info OBIC holder	$ 410.00	$ 2,460.00
		Total Modifications to Commuter Bus	**$ 17,826.00**	**$ 106,956.00**
		Old Price per Bus	**$ 582,112.00**	**$ 3,492,672.00**
		New Price per Bus	**$ 599,938.00**	**$ 3,599,628.00**

Changes on Thirty-Two (32) 40’ Diesel Low Floor Buses per price sheet 199790

Changes	Quantity	Description	U/Price	Total Price
Change	32	To PP-5 Brake Valve w/Toggle Switch	$ 135.00	$ 4,320.00
Change	32	To Rometech Slam Latches	$ 260.00	$ 8,320.00
Add	32	Fresh Air Intake and Controls to Driver's Heater	$ 280.00	$ 8,960.00
Add	32	Electrical Equip Box Temp Switch Controlled Fans	$ 125.00	$ 4,000.00
Add	32	M384 Recaro Driver'S Seat w/Heated Cushion	$ 475.00	$ 15,200.00
Add	32	Egress Driver's Window	$ 340.00	$ 10,880.00
Add	32	LED Fog Lamps	$ 690.00	$ 22,080.00
Add	32	Focal Rcx-130 premium speakers	$ 540.00	$ 17,280.00
Add	32	Bike Rack pivot plate	$ 266.00	$ 8,512.00
Add	32	Viriciti (Cradlepoint) data hub	$ 1,500.00	$ 48,000.00
Add	32	Bus Number to Rear engine belt guard	$ 110.00	$ 3,520.00
Add	32	USB Modules to seat layout	$ 2,669.00	$ 85,408.00
Delete	32	Plexi Extended Driver Shield	$ (1,765.00)	$ (56,480.00)
Add	32	Vapor Vshield w/ Power Windows and Fans	$ 7,598.00	$ 243,136.00
Add	32	Transit info OBIC holder	$ 410.00	$ 13,120.00
		TOTAL Modification for 40' Diesels Buses	**$ 13,633.00**	**$ 436,256.00**
		Old Price per Bus	**$ 582,112.00**	**$ 18,627,584.00**
		New Price per Bus	**$ 595,745.00**	**$ 19,063,840.00**

Changes on Twelve (12) 40’ Compressed Natural Gas CNG Buses per price sheet 199778

Changes	Quantity	Description	U/Price	Total Price
Delete	12	BRT Plus Styling Package	$ (19,850.00)	$ (238,200.00)
Add	12	Low Floor Plus OCTA Special Headlamp Pkg Style	$ 11,405.00	$ 136,860.00
Delete	12	Hubodometer with Guard	$ (204.00)	$ (2,448.00)
Change	12	To PP-5 Brake Valve w/Toggle Switch	$ 135.00	$ 1,620.00
Change	12	To Rometech Slam Latches	$ 260.00	$ 3,120.00
Add	12	Fresh Air Intake and Controls to Driver's Heater	$ 280.00	$ 3,360.00

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Add	12	Electrical Equip Box Temp Switch Controlled Fans	$	125.00	$	1,500.00
Add	12	M384 Recaro Driver'S Seat w/Heated Cushion	$	475.00	$	5,700.00
Add	12	Egress Driver's Window	$	340.00	$	4,080.00
Add	12	LED Fog Lamps	$	690.00	$	8,280.00
Add	12	Focal Rcx-130 premium speakers	$	540.00	$	6,480.00
Delete	12	Amerex Fire Suppression System	$	(2,099.00)	$	(25,188.00)
Add	12	Viriciti (Cradlepoint) data hub	$	1,500.00	$	18,000.00
Add	12	Bus Number to Rear engine belt guard	$	110.00	$	1,320.00
Add	12	USB Modules to seat layout	$	2,669.00	$	32,028.00
Delete	12	Plexi Extended Driver Shield	$	(1,765.00)	$	(21,180.00)
Add	12	Vapor Vshield w/ Power Windows and Fans	$	7,598.00	$	91,176.00
Add	12	Transit info OBIC Holder	$	410.00	$	4,920.00
		TOTAL Modification for 40' CNG Buses	**$**	**2,619.00**	**$**	**31,428.00**
		Old Price per Bus	**$**	**654,588.00**	**$**	**7,855,056.00**
		New Price per Bus	**$**	**657,207.00**	**$**	**7,886,484.00**

The total amount of modifications to all three bus types is $574,640.00 Herby increasing the total order Value from $29,975,312.00 to a new total of $30,549,952.00

If you are in agreement to the above modification, please sign on the line indicated below. A fully executed copy will be provided after all signatures are obtained.

GILLIG LLC

DocuSigned by:
William Fay Jr.
0E1230A77DD0404...
9/14/2023
Signature

William Fay Jr.
Printed Name

UTAH TRANSIT AUTHORITY

Executive Director

Chief Capital Service officer

Director of Capital Construction

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Michael Bell
Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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 3 (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. 3 to the State of Utah Department of Health and Human Services / Division of Services for People with Disabilities contract to extend the term until January 31, 2024.

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 amendment expired on September 30th. This request is to extend the agreement until January 31, 2024. This contract extension will allow continued service for DSPD riders 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:	A02767-3
Base Contract Effective Dates:	July 1, 2019 - June 30, 2023, July 1, 2023 - September 30, 2023
Extended Contract Dates:	October 1, 2023 - January 31, 2024
Existing Contract Value:	Est: $6,962,475
Amendment Amount:	Est: $815,177 (avg last 3 months x 4 +10% - seed 32%)
New/Total Contract Value:	Est: $7,777,652
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:

Continued DSPD revenue at the current rates

ATTACHMENTS:

- State of Utah Department of Health and Human Services
  Contract Amendment No. 3

STATE OF UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACT AMENDMENT

Log # 43526 **Contract #** A02767 **Amendment #** 3

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 to 1/31/24.

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 **January 31, 2024**, unless terminated sooner in accordance with the terms and conditions of this Contract."*

EFFECTIVE DATE OF AMENDMENT: 9/15/2023

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: Michael Bell 09/06/2023
Michael Bell (Sep 6, 2023 11:17 MDT)

Name: Michael Bell Date

Title: Legal Counsel

By: _____

Name: Date

Title:

By: _____

Name: Date

Title:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Tracy S. Gruber Date

Executive Director

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 10/25/2023

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

TITLE:

UTA Standard Operating Procedure - OCM.01.01 Advertising Approval Procedure

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Review proposed Standard Operating Procedure (SOP) for discussion and consultation in relation to Board Policy 3.1 - Advertising and Naming

BACKGROUND:
Board Policy 3.1 Advertising and Naming was recently updated and adopted by the Board of Trustees (Board) on October 11, 2023, after consultation with the Local Advisory Council in September.

In compliance with this policy, SOP OCM.01.01 Advertising Approval Process is being presented to the Board of Trustees for consultation.

DISCUSSION:
Board Policy 3.1 outlines the content of advertising permitted on UTA property and vehicles.

This new SOP provides advertising approval procedures consistent with Board Policy 3.1. This SOP's primary focus lies in the ad approval decision-making process.

ALTERNATIVES:
Through this consultation, the Board is being asked to provide feedback prior to adoption of this new SOP.

FISCAL IMPACT:
N/A

ATTACHMENTS:
None