



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, July 12, 2023**

**9:00 AM**

**FrontLines Headquarters**

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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** Jay Fox
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of June 28, 2023 Board Meeting Minutes
  - b. Approval of July 5, 2023 Board Meeting Minutes
6. **Reports**
  - a. Executive Director's Report Jay Fox
  - b. Financial Report - May 2023 Viola Miller  
Brad Armstrong  
Daniel Hofer
7. **Resolutions**
  - a. R2023-07-01 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects Tracy Young  
Gregg Larsen
  - b. R2023-07-02 - Resolution Adopting Free Fare on the Ogden Express Line (OGX) through August 2026 Kensey Kunkel
  - c. R2023-07-03 - Resolution Approving Davis-Salt Lake City Community Connector Locally Preferred Alternative (LPA) Patti Garver  
Alex Beim

**8. Service and Fare Approvals**

- |    |   |                             |
|----|---|-----------------------------|
| a. | Fare Agreement: Education Pass Agreement (Salt Lake Community College)        | Kensey Kunkel               |
| b. | Fare Agreement: Pass Purchase and Administration (Salt Lake City Corporation) | Kensey Kunkel<br>Jay Haight |
| c. | Complimentary Fare: Special Events Agreement (Craft Lake City)                | Kensey Kunkel               |

**9. Discussion Items**

- |    |  |  |
|----|--|--|
| a. | Senate Bill 125 - ASPIRE Electric Vehicle Infrastructure Overview  | Hal Johnson<br>Regan Zane  |
| b. | Education Pass Agreement with the Salt Lake School District, Salt Lake Education Foundation and Salt Lake City | Kensey Kunkel<br>James Yapias<br>Dan Dugan<br>Julianne Sabula<br>Lara McLellan |

**10. Other Business**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Next Meeting: Wednesday, July 26, 2023 at 9:00 a.m. |
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**11. Closed Session**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Strategy Session to Discuss Collective Bargaining |
|----|---|

**12. Open Session**

Chair Carlton Christensen

**13. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto: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.
  - o Use this link- [https://rideuta.zoom.us/webinar/register/WN\\_vPVSwlfaQze0Wh8pqNIP\\_w](https://rideuta.zoom.us/webinar/register/WN_vPVSwlfaQze0Wh8pqNIP_w) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.

- o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, July 11th 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.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 7/12/2023**

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

**TITLE:**

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**Approval of June 28, 2023 Board Meeting Minutes**

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**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the June 28, 2023, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday June 28, 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/842513.html>](https://www.utah.gov/pmn/sitemap/notice/842513.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2023-06-28\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, June 28, 2023**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

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

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Mary DeLoretto, UTA Chief Capital Services Officer, delivered a brief safety message.

**4. Public Comment**

**In Person/Virtual Comment**

In person comment was given by Spencer Riehl. Mr. Riehl began by stating UTA “punches above its weight” in terms of the population it serves, adding he likes the FAREPAY card and the bike link partnership. Mr. Riehl then opined on several topics, saying the extra board work situation is “brutal” and the cost of projects is too high, with too much money going to third party contractors. He said he is excited about Future of Light Rail Study report but feels implementation of the plan recommendations is too far in the future and he would “love to see movement” to make plan implementation faster. Mr. Riehl concluded his remarks by saying the Wasatch Front is “getting in trouble” with the Environmental Protection Agency (EPA) for ozone levels, and he would like to see changes in transportation to improve air quality.

**Online Comment**

No online comment was received.

**5. Consent**

- a. **Approval of June 14, 2023 Board Meeting Minutes**
- b. **2022 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report**

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

**6. Reports**

- a. **Executive Director's Report**  
- **UTA Tribute - Rose (Marie) Gallegos**

**Federal Grant Award**

Jay Fox, UTA Executive Director, announced UTA was awarded a \$17 million federal grant for the purchase of compressed natural gas (CNG) buses. He said the funds will also be used to cover the cost of an additional CNG fueling pump. Mr. Fox thanked Utah's federal delegation for their support of the grant application.

**UTA Tribute - Rose (Marie) Gallegos**

Mr. Fox was joined by Cheryl Beveridge, UTA Chief Operating Officer; Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit; and Michelle Wallace, UTA Manager of Service Delivery. Ms. Wallace recognized Marie Gallegos, UTA Operations Supervisor, for the attention and care she gave to a fellow employee during a life-threatening health crisis.

- b. **Financial Report - April 2023**

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, and Daniel Hofer, UTA Director of Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, headcount, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and highlighted the S-curve replacement project on the TRAX Red Line at 900 East and 1100 East.

Discussion ensued. Questions on sales tax forecasts, fuel and utilities costs, supply chain issues for vehicles, and buses purchased with Volkswagen settlement funds were posed by the board and answered by staff.

**7. Resolutions**

- a. **R2023-06-05 - Resolution Designating Authorized Users for the Authority's Utah Public Treasurers' Investment Fund Accounts**

Ms. Miller was joined by Rob Lamph, UTA Assistant Treasurer. Mr. Lamph summarized the resolution, which designates authorized users of UTA's Public Treasurers'

Investment Fund (PTIF) accounts.

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

(Note: The presenter for agenda item 7.b. was not available when the item was called and the item was deferred to later in the meeting. Thus, the audio and video for agenda item 7.b. do not match the sequence of the agenda. Agenda item 7.b. was discussed after agenda item 8.d.)

**b. R2023-06-06 - Resolution Authorizing Amendments to Escrow Agreements Executed in Connection with the Authority's Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B and Series 2021; and Related Matters**

Troy Bingham, UTA Comptroller, explained the resolution, which authorizes amendments to escrow agreements executed in connection with UTA's federally taxable sales tax revenue refunding bonds (Series 2019B and Series 2021) and sets transaction parameters. The parameters require the sale to occur within three months with a net savings exceeding \$400,000, with an exception to the parameters should at least two designated board officers agree on the savings amount and/or need for a time limit change.

Discussion ensued. A question on the transaction process was posed by the board and answered by Mr. Bingham.

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: Transit Management System Tablets 2024-2026 (Mobile Concepts Technology, LLC)**

Tom Smith, UTA IT Network Support Manager, was joined by Shawn Stephens, UTA Acting IT Supervisor PMO. Mr. Smith requested the board approve a \$435,250 contract with Mobile Concepts Technology, LLC for the purchase of tablets to be used on revenue vehicles.

Discussion ensued. Questions on tablet performance, useful life, and installation were posed by the board and answered by staff.

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

**b. Change Order: Cutaway Bus Purchase - Second Order (Lewis Bus Group)**

Kyle Stockley, UTA Manager of Capital Vehicles, requested the board approve a \$4,825,208 change order to the contract with Lewis Bus Group for 10 flex route and 22 paratransit vehicles. The total contract value, including the change order, is \$9,644,208.

Discussion ensued. A question on inflationary costs was posed by the board and answered by Mr. Stockley.

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

**c. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-099 - 2023 Grade Crossing Other Track Materials (OTM) Procurement (Stacy and Whitbeck, Inc)**

Jared Scarbrough, UTA Director of Capital Construction, was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager. Mr. Wouden requested the board approve a \$254,141 change order to the contract with Stacy and Witbeck, Inc for track materials required to construct ten embedded grade crossings on the TRAX system. The total contract value, including the change order, is \$28,569,446.

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

**d. Change Order: CNG Fuel for Depot District - Contract Extension (Summit Energy, LLC)**

Todd Mills, UTA Director of Supply Chain, was joined by Andres Colman, UTA Regional General Manager - Salt Lake Business Unit. Mr. Mills requested the board approve a \$535,000, one-year extension to the contract with Summit Energy, LLC for CNG. The total contract value, including the change order, is \$4,495,709.

Discussion ensued. Questions on the pipeline utilization and decision to transition to Dominion Energy in the future were posed by the board and answered by staff.

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

**9. Discussion Items****a. UTA Moves 2050 - Long Range Transit Plan (LRTP)**

Russ Fox, UTA Director of Planning, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning, and Megan Waters, UTA Community Engagement Director. Mr. Beim spoke about the LRTP vision and development, including coordinating the agency's investment strategy with anticipated growth. He discussed four specific investment strategies: 1) maintaining the system, 2) system enhancements, 3) expanding the frequent service network, and 4) serving growth areas, and demonstrated how the LRTP correlates to the UTA 2030 Strategic Plan. Mr.

Beim highlighted regional planning processes concurrent with the LRTP and outlined next steps in the plan's adoption. Ms. Waters then outlined community engagement strategies to gather feedback on the plan.

Discussion ensued. Questions on how the plan defines "thinking big," the inclusion of signal prioritization, addressing mode choice, using media for broader outreach, and geographic equity were posed by the board and answered by staff. The board recommended:

- More fully defining and clearly depicting initiatives that are wanted versus initiatives that are funded (including information on capital and operating and maintenance costs)
- Refining the plan more frequently if needs or circumstances change
- Using media and having a presence at local conferences for outreach
- Engaging with local communities to develop an understanding of how the plan benefits them
- Paying particular attention to corridor preservation opportunities

The trustees also requested talking points for speaking about the plan with stakeholders.

## **10. Other Business**

- a. Next Meeting: Wednesday, July 12th, 2023 at 9:00 a.m.

## **11. Closed Session**

### **a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:39 a.m.

The meeting reconvened in closed session at 10:50 a.m.

## **12. 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 12:03 p.m.

## **13. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:03 p.m.

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

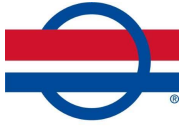
This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/842513.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/238?view\\_id=1&redirect=true&h=30a40f490eec6f841193e429470b5c42](https://rideuta.granicus.com/player/clip/238?view_id=1&redirect=true&h=30a40f490eec6f841193e429470b5c42).

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



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 7/12/2023

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

**TITLE:**

**Approval of July 5, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

**RECOMMENDATION:**

Approve the minutes of the July 5, 2023, Board of Trustees meeting

**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday July 5, 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/843535.html>](https://www.utah.gov/pmn/sitemap/notice/843535.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

**ATTACHMENTS:**

1. 2023-07-05\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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Wednesday, July 5, 2023

10:00 AM

FrontLines Headquarters

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#### Special Meeting

**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 10:01 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Jeff Acerson, UTA Trustee, 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. Other Business**

- a. Next Meeting: Wednesday, July 12th, 2023 at 9:00 a.m.

**6. Closed Session**

**a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting reconvened in closed session at 10:08 a.m.

**7. 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 10:42 a.m.

**8. 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 10:43 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/843535.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/240?view\\_id=1&redirect=true&h=47146d786024c7d0d9d099137dd9a539](https://rideuta.granicus.com/player/clip/240?view_id=1&redirect=true&h=47146d786024c7d0d9d099137dd9a539).

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



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 7/12/2023**

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

**TITLE:**

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**Executive Director's Report**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

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



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

---

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

**TITLE:**

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**Financial Report - May 2023**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

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

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**DISCUSSION:**

At the July 12 meeting, the Chief Financial Officer and Director of Budget & Financial Strategy will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

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**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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**ATTACHMENTS:**

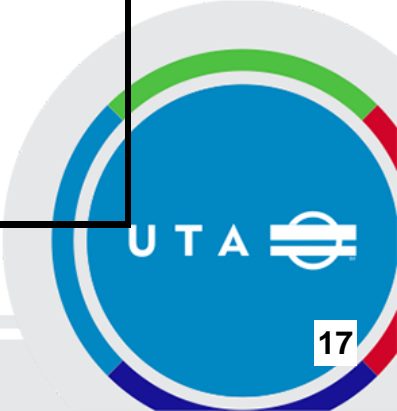
- May 2023 Board Dashboard
- May 2023 Operating Variance Analysis Memo
- May 2023 Monthly Financial Statements

# Utah Transit Authority

Board Dashboard: May 31, 2023

<b>Financial Metrics</b>	May Actual	May Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Apr '23 mm \$)	\$ 34.9	\$ 38.3	\$ (3.36)	-8.8%	\$ 150.1	\$ 145.9	\$ 4.28	2.9%
Fare Revenue (mm)	\$ 3.0	\$ 3.0	\$ 0.06	1.9%	\$ 15.2	\$ 14.5	\$ 0.70	4.8%
Operating Exp (mm)	\$ 30.4	\$ 34.6	4.20	12.1%	\$ 154.9	\$ 165.1	\$ 10.18	6.2%
Subsidy Per Rider (SPR)	\$ 9.02	\$ 11.09	\$ 2.07	18.7%	\$ 9.92	\$ 11.09	\$ 1.17	10.6%
UTA Diesel Price (\$/gal)	\$ 3.08	\$ 3.90	\$ 0.82	21.1%	\$ 3.14	\$ 3.90	\$ 0.76	19.6%
<b>Operating Metrics</b>	May Actual	May-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	3.03	2.50	0.5	21.2%	14.07	12.45	1.6	13.0%
<b>Energy Cost by Type (Three Month Average)</b>								
<b>Diesel Bus</b> (Cost per Mile)					\$ 0.55			
<b>Unleaded Gas</b> (Cost per Mile)					\$ 0.45			
<b>CNG</b> (Cost per Mile)					\$ 0.82			
<b>Bus Propulsion Power</b> (Cost per Mile)					\$ 1.13			
<b>TRAX Propulsion Power</b> (Cost per Mile)					\$ 0.84			

UTAH TRANSIT AUTHORITY



SUBJECT: May Variance Analysis

DATE: June 21, 2023

FROM: CFO – Viola Miller

TO: Executive Director – Jay Fox

**Highlights**

May 2023 UTA ridership exceeded forecast by 17.9% and May 2022 ridership by 21.2%. 2023 YTD UTA ridership exceeds forecast by 13.1% and the same period in 2022 by 13.0%.

May revenue exceeded budget by \$4.6M / 11.2%; YTD revenue exceeds budget by \$21.8M / 10.6%. Operating expenses were under budget by \$4.2M / 12.2% in May. YTD operating expenses are \$10.2M / 6.2% under budget.

Accrued May 2023 Sales Tax revenue was \$38.9M which is \$2.7M / 7.3% above budget. YTD 2023 Sales Tax revenue is \$189.7M which exceeds budget by \$7.6M / 4.2%. May 2023 Sales Tax revenue was \$80.6K / 0.2% higher than those for the month May 2022 and 2023 YTD Sales Tax Revenue is \$7.0M / 3.9% higher than the same period in 2022. *Note: UTA Sales Tax revenues are reported by the state with a one-to-two-month lag with current month numbers reflecting an accrued estimate.*

Diesel fuel cost in May 2023 was \$0.82 / 21% lower than budget. May 2023 diesel fuel cost averaged \$3.08 vs. May 2022 average price of \$4.58. 2023 YTD diesel average price is \$3.14 compared to budget diesel price of \$3.90.

**2023 ANALYSIS**

**Ridership**

*(Comparison of YTD 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)*

**UTA System Ridership  
YTD May 2023**

YTD	May 2023	May 2023	May 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
<b>Bus</b>	7,303,548	6,522,013	6,254,509	1,049,040	781,536	16.8%	12.0%
<b>Salt Lake</b>	4,522,153	3,817,116	3,982,000	540,154	705,037	13.6%	18.5%
<b>Ogden</b>	1,215,822	1,372,458	994,478	221,344	(156,636)	22.3%	-11.4%
<b>Timp</b>	1,565,573	1,332,439	1,278,031	287,542	233,135	22.5%	17.5%
<b>Light Rail</b>	4,334,382	4,067,028	4,347,400	(13,018)	267,354	-0.3%	6.6%
<b>FrontRunner</b>	1,454,366	1,114,884	1,164,957	289,409	339,482	24.8%	30.4%
<b>Micro Transit <sup>1</sup></b>	156,614	143,094	64,785	91,829	13,520	141.7%	9.4%
<b>Paratransit</b>	354,687	292,572	312,743	41,944	62,115	13.4%	21.2%
<b>Van Pool</b>	469,413	302,829	305,065	164,348	166,584	53.9%	55.0%
<b>Total Ridership</b>	14,073,010	12,442,421	12,449,458	1,623,553	1,630,590	13.0%	13.1%

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

## Systemwide

Systemwide, total ridership 2023 YTD was 14.1M compared to YTD ridership forecast of 12.4M (13.1% above forecast). This amounted to 1.62M more trips (13.0%) than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 1.45M passengers 2023 YTD compared to a ridership forecast of 1.11M (30.4% above forecast). This is approximately 24.8% higher than 2022 ridership of 1.16M.<sup>1</sup>

TRAX ridership YTD in 2023 was 6.6% above the 2023 forecast with 267.4K more riders than projected. This is almost equal to 2022 ridership, 2023 is only 0.3% lower than 2022 ridership of 4.35M riders.

Bus ridership YTD in 2023 was 7.30M, compared to a forecast of 6.52M (12.0% above forecast), and higher than 2022 ridership of 6.25M (16.8%).

Paratransit/Flex YTD 2023 ridership was above 2023 forecast of 292.6K by 21.2%, with UTA providing 354.7K trips. This is 13.4% higher than 2022 ridership of 312.7K.

Microtransit YTD ridership in 2023 is above forecast by 13.5K / 9.4%. Microtransit started south Davis County and Tooele County service in August of 2022, so YTD May 2022 values are not comparable.

Van Pool ridership YTD for 2023 was 469.4K versus a forecast of 302.8K, which is 55.0% above forecast. 2023 ridership is 53.9% higher than in 2022.

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<sup>1</sup> Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

# Operating Financial Results

## May 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
\$ 38.8	\$ 38.9	\$ 36.2	\$ 2.7	7.3%	<b>Revenue</b>	\$ 182.7	\$ 189.7	\$ 7.6	4.2%	
2.9	3.0	3.0	0.1	1.9%	Sales Tax (May accrual)	14.0	15.2	1.2	8.6%	
35.7	-	-	-	0.0%	Fares	161.1	0.1	-	0.0%	
1.4	3.6	1.8	1.9	105.9%	Federal	6.5	22.1	15.6	240.0%	
					Other *					
<b>\$ 78.8</b>	<b>\$ 45.5</b>	<b>\$ 41.0</b>	<b>\$ 4.6</b>	<b>11.2%</b>	<b>TOTAL REVENUE</b>	<b>\$ 364.3</b>	<b>\$ 227.2</b>	<b>\$ 205.4</b>	<b>\$ 21.8</b>	<b>10.6%</b>
					<b>Expense</b>					
\$ 13.7	\$ 14.3	\$ 15.5	\$ 1.2	7.8%	Salary/Wages	\$ 69.1	\$ 76.6	\$ 7.4	1.1%	
6.6	7.0	7.8	0.9	11.0%	Fringe Benefits	33.5	35.9	2.4	8.7%	
3.2	3.6	5.3	1.7	32.4%	Services	10.9	14.9	4.0	13.4%	
1.4	2.3	1.9	(0.4)	-18.9%	Parts	7.1	10.8	3.7	-11.3%	
2.2	2.0	2.9	0.9	30.7%	Fuel	10.2	12.9	2.7	14.4%	
0.1	1.2	0.5	(0.7)	-133.4%	Utilities	2.5	4.3	1.8	-65.8%	
0.9	1.2	1.6	0.4	23.4%	Other	4.5	5.0	0.5	42.3%	
(0.6)	(1.2)	(1.0)	(0.2)	23.8%	Capitalized Cost	(3.0)	(5.5)	(2.5)	12.2%	
<b>\$ 27.4</b>	<b>\$ 30.4</b>	<b>\$ 34.6</b>	<b>\$ 4.2</b>	<b>12.2%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 134.8</b>	<b>\$ 154.9</b>	<b>\$ 165.1</b>	<b>\$ 10.2</b>	<b>6.2%</b>
\$ 6.8	\$ 6.6	\$ 6.7	\$ 0.0	0.1%	Debt Service	\$ 34.1	\$ 33.6	\$ 0.5	(0.3)	-1.0%
<b>\$ 44.6</b>	<b>\$ 8.5</b>	<b>\$ 3.4</b>	<b>\$ 5.1</b>	<b>149.4%</b>	Contrib. Capital/Reserves	<b>\$ 195.4</b>	<b>\$ 38.7</b>	<b>\$ 7.1</b>	<b>\$ 31.6</b>	<b>446.9%</b>

\*Does not include Sale of Assets: \$2.8M Favorable/(Unfavorable)

\*Does not include Sale of Assets: \$4.73M Favorable/(Unfavorable)

### Revenue

#### Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a one to two-month delay. The results shown above (from May financial statements) reflect accrued sales tax revenues through May 2023.

As shown above, 2023 sales tax revenues (including accruals for May in the financial statements) were \$189.7M, \$7.6M above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area appear to have dropped from double-digit growth rates that we have seen in prior periods.

#### Fare Revenue

YTD passenger revenue was slightly above budget in May, with total fare revenue of \$15.2M compared to a budget of \$14.5M. The small positive variance can be attributed to the recognition of revenue from a discontinued pass program.

#### Federal Operating Revenue

YTD Federal revenues were budgeted at \$0M in recognition of delays related to labor issues impacting the award of Federal grants. Federal operating revenues will be recognized when delays in grant approvals and processing are completed, which may take several additional months. The \$130K received year to date are funds directly related to UTA's 5310 FTA Grant Program. These funds were passed-through UTA and disbursed to the qualified agencies and communities in our service area.

### Other Revenue

Other revenue sources year to date were \$13.3M / 150.4% above budget. Actual investment revenue, driven by higher rates of return on investments than expected, was \$13.5M above budget. There were small negative variances that made up the difference in lease, TOD, and fee revenues.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns on a cash basis to exceed budgeted targets for 2023.

### **Expenditures**

Operating expenses YTD through May were under budget by \$10.2M / 6.2%. The explanation of the underrun is described below along with adjusted expectations when taking delays into account.

#### Salary and Wages

YTD salary and wages were \$800K / 1.1% under budget driven primarily by open positions. Some of this positive variance was offset by additional costs related to the Bargaining Unit agreement signed earlier in the year, including the signing bonus in April.

#### Overtime

Overtime was \$1.83M over budget YTD, relative to a total overtime budget of \$4.29M YTD.

YTD operator overtime was \$1.16M / 41.2% over budget. Salt Lake Bus was over budget by \$759K, Ogden by \$250K, Light Rail by \$27K, Riverside by \$63K and Timpanogos by \$47K with smaller differences elsewhere. This situation is primarily a function of business units use of overtime to compensate for operator shortages and minimal impacts from higher overtime rates paid during NBA All Star Weekend.

Non-operator (primarily Bargaining maintenance) YTD overtime was \$665K / 45.0% over budget. Asset Management overtime was over budget by \$214K / 86% with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category (regular wages were \$485K under budget in Asset Management). Also contributing was Salt Lake Bus maintenance at \$134K (59.2% above budget), Commuter Rail at \$68K (73.0% above budget), Public Safety at \$97K (171.6% above budget) and Ogden Maintenance at \$85K (305.5% above budget). Other smaller amounts contributed to the balance.

#### Fringe

YTD fringe benefit expenses were under budget by \$3.4M / 8.7% primarily due to the impact of vacancies discussed above.

### Vacancies

UTA's vacancy rate is 7.8% YTD at the end of May versus a vacancy rate of 8.2% the end of December 2022. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

### Non-Labor Summary

YTD non-labor categories were favorable \$4.8M favorable primarily due to positive variances of \$2.3M in Services, \$2.2M in Fuel, and \$3.7M in Other, with negative offsets in Utilities (\$1.7M) and Parts (\$1.1M).

### Services

Services were favorable by \$2.3M / 13.4% due to:

- Legal (under \$188K / 22.5%). Attorney General billings are up to date. External Counsel support is under budget.
- IT (under \$634K / 23.1%). Budget timing regarding software subscriptions and software maintenance is the primary reason for being under budget.
- Microtransit (under \$777K / 22.4%). Mainly due to invoice timing, but expectations are that they should be close to budget by August.
- Planning and Engagement (under \$1.5M / 80.5%). Due to a timing issue between budget project completion and actual delivery for the On-Board Survey, TLC Grant program, and the UTA long range transit plan and other smaller value projects.
- Balance of items spread across other groups in organization.

### Parts

YTD, Parts were over budget by \$1.1M (on a \$9.7M budget). The largest contributing operating unit was Commuter Rail at \$490K / 35.3% over budget, with smaller amounts being both over and under budget in other operating units. Commuter Rail indicates they have been replacing higher cost components at a rate much higher than experience would have indicated. Commuter Rail replaced 14 traction motors in Q1 of 2023 and an additional five in Q2. In addition, three battery tray sets were replaced, a turbocharger was replaced, and three brand new rail car axles. These were all unexpected failures that unfortunately are high-cost parts. In the month of May, parts for Commuter Rail came in under budget by \$25K so the YTD performance is improving.

In addition, UTA is under performing YTD on warranty credits by \$513K. Warranty credits are received when maintenance groups return a part that is within the warranty period. These credits offset parts expense. We have budgeted to receive \$676K through May YTD and we have only collected \$163K.

Within Facilities, parts are over budget \$164K YTD due to significant cost increases in parts, specifically electronics. There have also been charges that should be assigned to other accounts.

### Fuel and Power

YTD, fuel, and power expenses were about \$2.2M under budget. Diesel fuel and gasoline expenses were \$2.4M under budget and CNG fuel was \$220K over budget. CNG was \$895K over budget in YTD April but May had a \$631K credit balance driven by invoicing issues associated with facility natural gas heating costs which reduced the total overage amount. The CNG fuel over budget amount is directly related to a spike in natural gas prices in January and February.

Propulsion power is right at target through May YTD. Light rail is also on target, \$2.5K under budget through May YTD. Salt Lake Bus propulsion power was \$12.5K over planned spend, and Ogden Bus propulsion power was \$3.4K under budget. Microtransit is also under propulsion power budget by \$6.5K primarily due to a delay in the start of Tooele service.

### Other

YTD Other expense has a positive variance of \$3.7M / 42.3%. Insurance related expense was \$1.38M under budget. Training, travel, and employee awards were under budget \$555K. Other Miscellaneous and contingency expenses were under budget \$1.72M / 92.2%. This amount is primarily comprised of \$1.19M from the People office for the purpose of salaries and wage increases reflected in the amended budget. The other remaining large variance is Operations contingency of \$479K. The balance of the variance is spread in smaller values among multiple categories across the organization.

### Utilities

YTD Utility expenses were \$1.7M / 65.8% higher than budget. Primary cause of this variance is directly related to January and February's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355% in one month; since then, prices have declined. In addition, Summit Energy has some delayed invoicing from January and February. The Facilities group has also experienced additional Utility charges related directly to the extraordinary winter weather through March. Also impacting the higher expense was the impact of the facility heating natural gas invoicing issue mentioned in the Fuel & Power section above.

### Capitalized Cost

YTD Capitalized Cost are slightly under budget, with small amounts associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller's office and Operations.

## May 2023 Results

### Ridership

(Comparison of May 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

## UTA System Ridership May 2023

MTD	May 2023	May 2023	May 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
<b>Bus</b>	1,428,856	1,252,186	1,208,598	220,258	176,670	18.2%	14.1%
<b>Salt Lake</b>	906,538	727,443	756,987	149,551	179,095	19.8%	24.6%
<b>Ogden</b>	235,239	246,335	211,750	23,489	(11,096)	11.1%	-4.5%
<b>Timp</b>	287,079	278,408	239,860	47,219	8,671	19.7%	3.1%
<b>Light Rail</b>	1,089,070	877,058	909,156	179,914	212,012	19.8%	24.2%
<b>FrontRunner</b>	303,078	283,878	241,829	61,249	19,200	25.3%	6.8%
<b>Micro Transit <sup>1</sup></b>	33,656	36,435	16,604	17,052	(2,779)	102.7%	-7.6%
<b>Paratransit</b>	79,143	62,694	65,417	13,726	16,449	21.0%	26.2%
<b>Van Pool</b>	98,259	59,471	60,409	37,850	38,788	62.7%	65.2%
<b>Total Ridership</b>	<b>3,032,062</b>	<b>2,571,723</b>	<b>2,502,014</b>	<b>530,048</b>	<b>460,339</b>	<b>21.2%</b>	<b>17.9%</b>

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

May's total ridership was 3.0M, which was 460K / 17.9% above forecast. This was 530K / 21.2% higher than in 2022.

Frontrunner carried 303.1K passengers in May which was 6.8% higher than the forecast of 283.9K. This figure is 25.3% higher than 2022 ridership of 241.8K.<sup>2</sup>

TRAX ridership in May was up 24.2% from the May forecast of 877K riders. This is 19.8% above May 2022 ridership of 909K riders. This is a significant increase in riders (40%) compared to April.

Bus ridership in May was 177K / 14.1% higher than the forecast of 1.25M and 18.2% higher than 2022 ridership of 1.21M.<sup>3</sup>

Paratransit/Flex ridership was above May forecast of 62.7K by 26.2%, with UTA providing 79K trips. This is 21.0% higher than 2022 ridership for the same period.

<sup>2</sup> Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

<sup>3</sup> May 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

Microtransit ridership in May was below forecast by 2.8K or down 7.6%. Microtransit started south Davis County and Tooele County service in August of 2022, May 2022 values are not comparable.

Vanpool ridership for May was 98K versus a forecast of 59.5K, which is 65.2% above forecast. Ridership is 62.7% higher than the same month in 2022.

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
<b>Revenue</b>					<b>Revenue</b>					
\$ 38.8	\$ 38.9	\$ 36.2	\$ 2.7	7.3%	Sales Tax (May accrual)	\$ 182.7	189.7	\$ 182.1	\$ 7.6	4.2%
2.9	3.0	3.0	0.1	1.9%	Fares	14.0	15.2	14.5	0.7	4.8%
35.7	-	-	-	0.0%	Federal	161.1	0.1	-	0.1	0.0%
1.4	3.6	1.8	1.9	105.9%	Other *	6.5	22.1	8.8	13.3	150.4%
<b>\$ 78.8</b>	<b>\$ 45.5</b>	<b>\$ 41.0</b>	<b>\$ 4.6</b>	<b>11.2%</b>	<b>TOTAL REVENUE</b>	<b>\$ 364.3</b>	<b>\$ 227.2</b>	<b>\$ 205.4</b>	<b>\$ 21.8</b>	<b>10.6%</b>
<b>Expense</b>					<b>Expense</b>					
\$ 13.7	\$ 14.3	\$ 15.5	\$ 1.2	7.8%	Salary/Wages	\$ 69.1	\$ 76.6	\$ 77.4	\$ 0.8	1.1%
6.6	7.0	7.8	0.9	11.0%	Fringe Benefits	33.5	35.9	39.3	3.4	8.7%
3.2	3.6	5.3	1.7	32.4%	Services	10.9	14.9	17.2	2.3	13.4%
1.4	2.3	1.9	(0.4)	-18.9%	Parts	7.1	10.8	9.7	(1.1)	-11.3%
2.2	2.0	2.9	0.9	30.7%	Fuel	10.2	12.9	15.0	2.2	14.4%
0.1	1.2	0.5	(0.7)	-133.4%	Utilities	2.5	4.3	2.6	(1.7)	-65.8%
0.9	1.2	1.6	0.4	23.4%	Other	4.5	5.0	8.7	3.7	42.3%
(0.6)	(1.2)	(1.0)	(0.2)	23.8%	Capitalized Cost	(3.0)	(5.5)	(4.9)	(0.6)	12.2%
<b>\$ 27.4</b>	<b>\$ 30.4</b>	<b>\$ 34.6</b>	<b>\$ 4.2</b>	<b>12.2%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 134.8</b>	<b>\$ 154.9</b>	<b>\$ 165.1</b>	<b>\$ 10.2</b>	<b>6.2%</b>
\$ 6.8	\$ 6.6	\$ 6.7	\$ 0.0	0.1%	Debt Service	\$ 34.1	\$ 33.6	\$ 33.3	\$ (0.3)	-1.0%
<b>\$ 44.6</b>	<b>\$ 8.5</b>	<b>\$ 3.4</b>	<b>\$ 5.1</b>	<b>149.4%</b>	Contrib. Capital/Reserves	<b>\$ 195.4</b>	<b>\$ 38.7</b>	<b>\$ 7.1</b>	<b>\$ 31.6</b>	<b>446.9%</b>

\*Does not include Sale of Assets: \$2.8M Favorable/(Unfavorable)

\*Does not include Sale of Assets: \$4.73M Favorable/(Unfavorable)

## Revenue

For the month of May, sales tax revenues were \$38.9M. Farebox revenue was 1.9% above budget.

There were no Federal PM payments recorded for the month as the formula grants are pending due to grant processing delays and delays related to labor issues. Once these grants are approved, UTA will be able to draw down an estimated \$55M in accrued eligible operational expenses dating back to 2022 and \$35M in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$1.9M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

## Expenditures

The May expense variance is \$4.2M or 12.2% below budget. Salaries and Wages were under budget \$1.2M. An underspend of \$900K in Fringe expense is related to the Agency's vacancies. An underspend in Service of \$1.7M and a \$900K underspend in Fuel due to lower than budgeted pricing also contributed to the positive variance. Other Expenses totaling \$400K below budget were related to the agency's contingency amounts and insurance positive variances.

*Comments on notable impacts to the variance are as follows:*

Salary: \$1.2M under budget. The \$2.0M in signing bonuses paid in April (new collective bargaining agreement) impacts the YTD total, the vacancy in positions impacts the monthly view.

Parts: \$400K above budget for the month of May. Light Rail was above budget \$223K due primarily to an accelerated maintenance schedule. Other small variances in smaller amounts were experienced in other operating units.

Services: \$1.7M spend under budget, 32.4% under plan. Information Technology is under budget \$703K due to a budget timing issue related to SAAS software and software related maintenance. Actual expenses are not matching the budget timing of expenses. Planning is under budget by \$1.5M due to a timing issue between budget project completion and actual delivery for the On-Board Survey, TLC Grant program, and the UTA long range transit plan and other smaller value projects. Offsetting variances in Paratransit of \$214k (primarily outsourced paratransit services) and other offsets which were spread among a number of smaller items.

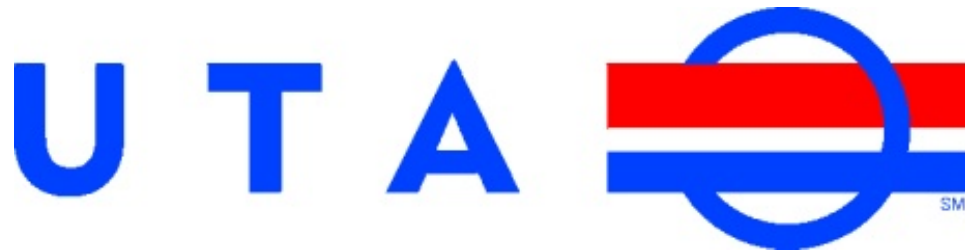
Fuel/Power: Under budget \$900K / 30.7%, driven by a lower monthly average price of \$3.08 per gallon versus a budgeted diesel amount of \$3.90. Also impacting this was the correction of invoicing issues for facilities natural gas heating costs that were initially charged to CNG vehicle fuel costs.

Utilities: Over budget by \$700K / 133.4% in May primarily driven by the correction of invoicing for natural gas used for heating various facilities which was initially charged to CNG vehicle fuel costs.

Capitalized Cost: \$0.2M under budget (23.8% variance) for May. Most of this variance is associated with Light Rail vehicles rehab and Fleet Engineering. Accounting's continued work with Light Rail and Asset Management has helped this area to have more timely and accurate reporting.

**Utah Transit Authority**  
**Financial Statement**  
(Unaudited)

May 31, 2023



KEY ITEM REPORT  
(UNAUDITED)  
As of May 31, 2023

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (16,205,763)	\$ (15,487,506)	\$ 718,257	5%
2 Operating Expenses	154,888,093	165,069,171	10,181,078	6%
3 Net Operating Income (Loss)	<u>(138,682,330)</u>	<u>(149,581,665)</u>	<u>10,899,335</u>	<u>7%</u>
4 Capital Revenue	(20,082,950)	(106,728,958)	(86,646,008)	-81%
5 Capital Expenses	76,380,099	132,915,417	56,535,318	43%
6 Net Capital Income (Loss)	<u>(56,297,149)</u>	<u>(26,186,458)</u>	<u>(30,110,691)</u>	<u>-115%</u>
7 Sales Tax	(189,700,858)	(182,067,656)	7,633,202	4%
8 Other Revenue	(21,269,412)	(7,867,500)	13,401,912	170%
9 Debt Service	33,620,433	33,249,440	(370,993)	-1%
10 Sale of Assets	4,732,957	-	(4,732,957)	
11 Net Non-Operating Income (Loss)	<u>172,616,880</u>	<u>156,685,716</u>	<u>15,931,164</u>	<u>10%</u>
12 Contribution to Cash Balance	<u>\$ (22,362,599)</u>	<u>\$ (19,082,407)</u>	<u>\$ (3,280,191)</u>	<u>17%</u>
13 Amortization	4,852,447			
14 Depreciation	57,868,799			
15 Total Non-cash Items	<u>\$ 62,721,246</u>			

STATISTICS

RIDERSHIP

2022 Actual	May 2023	May 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	3,032,062	2,502,014	530,048	14,073,010	12,449,456	1,623,553

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 154,888,093
18 Less: Passenger Revenue	- (15,219,096)
19 Subtotal	139,668,997
20 Divided by: Ridership	÷ 14,073,010
21 Subsidy per Rider	<u>\$ 9.92</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of May 31, 2023

BALANCE SHEET

	5/31/2023	5/31/2022
<b>CURRENT ASSETS</b>		
1 Cash	\$ 34,804,742	\$ 39,607,594
2 Investments (Unrestricted)	464,785,672	501,792,552
3 Investments (Restricted)	180,365,647	166,970,961
4 Receivables	95,685,182	72,327,555
5 Receivables - Federal Grants	3,872,754	4,062,640
6 Inventories	39,944,654	35,898,060
7 Prepaid Expenses	587,158	909,707
8 <b>TOTAL CURRENT ASSETS</b>	<b>\$ 820,045,809</b>	<b>\$ 821,569,069</b>
9 Property, Plant & Equipment (Net)	2,885,551,888	2,914,893,120
10 Other Assets	198,970,994	130,853,531
11 <b>TOTAL ASSETS</b>	<b>\$ 3,904,568,691</b>	<b>\$ 3,867,315,720</b>
12 Current Liabilities	65,952,995	96,543,874
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,408,374,294	2,406,333,618
16 Net Investment in Capital Assets	694,985,281	669,423,757
17 Restricted Net Position	149,430,572	98,699,077
18 Unrestricted Net Position	419,600,909	505,672,908
19 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,904,568,691</b>	<b>\$ 3,867,315,720</b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
20 2018 Bond Proceeds	31,204	\$ 5,244,957
21 2019 Bond Proceeds	3,131,904	42,917,261
22 Debt Service Interest Payable	112,635,167	85,481,048
23 Risk Contingency Fund	8,076,253	8,040,994
24 Catastrophic Risk Reserve Fund	1,117,698	1,100,253
25 Box Elder County ROW (sales tax)	1,540,467	2,117,721
26 Utah County 4th Qtr (sales tax)	11,468,465	2,830,318
27 Amounts held in escrow	42,364,489	19,238,409
28 <b>TOTAL RESTRICTED RESERVES</b>	<b>\$ 180,365,647</b>	<b>\$ 166,970,961</b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	46,541,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 <b>TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 160,658,000</b>	<b>\$ 151,879,000</b>
34 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 341,023,647</b>	<b>\$ 318,849,961</b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of May 31, 2023

REVENUE & EXPENSES

	ACTUAL May-23	ACTUAL May-22	YTD 2023	YTD 2022
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,027,353)	\$ (2,911,185)	\$ (15,219,096)	\$ (14,040,790)
2 Advertising Revenue	(212,667)	(174,500)	(986,667)	(900,000)
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,240,020)</b>	<b>\$ (3,085,685)</b>	<b>\$ (16,205,763)</b>	<b>\$ (14,940,790)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,288,985	\$ 9,500,051	\$ 53,458,760	\$ 48,904,822
5 Commuter Rail	2,419,778	2,399,831	12,366,010	10,284,790
6 Light Rail	3,470,983	3,200,069	18,119,689	16,012,346
7 Maintenance of Way	1,529,653	969,827	8,522,602	7,547,425
8 Paratransit Service	2,313,495	2,215,471	11,019,867	10,066,064
9 RideShare/Van Pool Services	324,522	301,564	1,433,018	1,106,967
10 Microtransit	692,594	980,315	2,975,268	2,740,991
11 Operations Support	5,356,588	4,435,148	28,229,977	22,731,141
12 Administration	3,971,545	3,417,517	18,762,902	15,376,751
13 Non-Departmental	-	-	-	-
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,368,143</b>	<b>\$ 27,419,793</b>	<b>\$ 154,888,093</b>	<b>\$ 134,771,297</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 27,128,123</b>	<b>\$ 24,334,108</b>	<b>\$ 138,682,330</b>	<b>\$ 119,830,507</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	(2,415,550)	(209,817)	(16,487,750)	(817,996)
17 Sales Tax Revenue <sup>1</sup>	(38,868,434)	(38,787,840)	(189,700,858)	(182,654,415)
18 Other Revenue	(1,012,025)	(1,009,338)	(4,649,442)	(4,720,466)
19 Fed Operations/Preventative Maint. Revenue	-	(35,739,853)	(132,220)	(161,117,206)
20 Bond Interest	6,258,972	6,537,638	31,294,858	32,688,191
21 Bond Interest UTCT	148,357	152,434	741,785	762,168
22 Bond Cost of Issuance/Fees	8,700	-	11,150	42,100
23 Lease Interest	230,063	88,269	1,572,640	642,077
24 Sale of Assets	2,798,820	9,268	4,732,957	3,485,569
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (32,851,097)</b>	<b>\$ (68,959,239)</b>	<b>\$ (172,616,880)</b>	<b>\$ (311,689,978)</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 5,722,974</b>	<b>\$ 44,625,131</b>	<b>\$ 33,934,550</b>	<b>\$ 191,859,471</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(339,685)	(2,271,030)	(1,698,426)	(1,784,499)
28 Bond Refunding Cost Amortization	1,242,598	5,414,239	6,212,992	5,962,610
29 Future Revenue Cost Amortization	67,576	67,576	337,881	337,881
30 Depreciation	11,821,477	11,568,772	57,868,799	57,913,800
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 12,791,966</b>	<b>\$ 14,779,557</b>	<b>\$ 62,721,246</b>	<b>\$ 62,429,792</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

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

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	May-23	May-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,027,353)	\$ (2,970,738)	\$ 56,615	2%
2 Advertising Revenue	(212,667)	(193,500)	19,167	10%
3 <b>TOTAL OPERATING REVENUE</b>	<u>\$ (3,240,020)</u>	<u>\$ (3,164,238)</u>	<u>\$ 75,782</u>	2%
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,288,985	11,083,103	\$ 794,118	7%
5 Commuter Rail	2,419,778	2,513,162	93,384	4%
6 Light Rail	3,470,983	3,737,257	266,274	7%
7 Maintenance of Way	1,529,653	1,765,414	235,761	13%
8 Paratransit Service	2,313,495	2,308,889	(4,606)	0%
9 RideShare/Van Pool Services	324,522	332,910	8,388	3%
10 Microtransit	692,594	766,024	73,430	10%
11 Operations Support	5,356,588	5,124,709	(231,879)	-5%
12 Administration	3,971,545	6,958,230	2,986,685	43%
13 Non-Departmental	-	-	-	
14 <b>TOTAL OPERATING EXPENSE</b>	<u>\$ 30,368,143</u>	<u>\$ 34,589,698</u>	<u>\$ 4,221,555</u>	12%
15 <b>NET OPERATING (INCOME) LOSS</b>	<u>\$ 27,128,123</u>	<u>\$ 31,425,460</u>	<u>\$ 4,297,337</u>	14%
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (2,415,550)	\$ (605,000)	\$ 1,810,550	299%
17 Sales Tax Revenue	(38,868,434)	(36,213,655)	2,654,779	7%
18 Other Revenue	(1,012,025)	(969,500)	42,525	4%
19 Fed Operations/Preventative Maint. Revenue	-	-	-	
20 Bond Interest	6,258,972	6,258,972	-	0%
21 Bond Interest UTCT	148,357	148,357	-	0%
22 Bond Cost of Issuance/Fees	8,700	11,600	2,900	25%
23 Lease Interest	230,063	231,842	1,779	1%
24 Sale of Assets	2,798,820	-	(2,798,820)	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<u>\$ (32,851,097)</u>	<u>\$ (31,137,384)</u>	<u>\$ 1,713,713</u>	6%
26 <b>CONTRIBUTION TO RESERVES</b>	<u>\$ 5,722,974</u>	<u>\$ (288,076)</u>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

EXHIBIT 1-4A

As of May 31, 2023

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	May-23	May-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 240,398	\$ 262,250	\$ 21,852	8%
2 Executive Director	560,685	476,095	(84,590)	-18%
3 Chief Communication Officer	404,517	271,597	(132,920)	-49%
4 Chief Planning and Engagement Officer	1,326,677	1,450,679	124,002	9%
5 Chief Finance Officer	1,259,707	1,416,341	156,634	11%
6 Chief Operating Officer	23,554,533	26,271,279	2,716,746	10%
7 Chief People Officer	979,720	1,923,845	944,125	49%
8 Chief Development Officer	383,319	724,549	341,230	47%
9 Chief Enterprise Strategy Officer	1,658,587	1,793,063	134,476	7%
10 Non-Departmental	-	-	-	
11 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,368,143</b>	<b>\$ 34,589,698</b>	<b>\$ 4,221,555</b>	<b>12%</b>

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	May-23	May-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
12 Board of Trustees	\$ 1,178,408	\$ 1,311,250	\$ 132,842	10%
13 Executive Director	2,026,826	2,487,775	460,949	19%
14 Chief Communication Officer	1,800,831	1,699,735	(101,096)	-6%
15 Chief Planning and Engagement Officer	5,897,554	7,018,349	1,120,795	16%
16 Chief Finance Officer	6,052,248	7,179,847	1,127,599	16%
17 Chief Operating Officer	121,512,351	125,984,894	4,472,543	4%
18 Chief People Officer	5,881,568	5,984,035	102,467	2%
19 Chief Development Officer	1,945,301	3,656,745	1,711,444	47%
20 Chief Enterprise Strategy Officer	8,593,006	9,746,541	1,153,535	12%
21 Non-Departmental	-	-	-	
22 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 154,888,093</b>	<b>\$ 165,069,171</b>	<b>\$ 10,181,078</b>	<b>6%</b>

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

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL May-22	BUDGET May-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (15,219,096)	\$ (14,520,006)	\$ 699,090	5%
2 Advertising Revenue	(986,667)	(967,500)	19,167	2%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (16,205,763)</b>	<b>\$ (15,487,506)</b>	<b>\$ 718,257</b>	<b>5%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 53,458,760	\$ 56,325,791	\$ 2,867,031	5%
5 Commuter Rail	12,366,010	12,711,057	345,047	3%
6 Light Rail	18,119,689	18,649,882	530,193	3%
7 Maintenance of Way	8,522,602	8,894,256	371,654	4%
8 Paratransit Service	11,019,867	11,266,806	246,939	2%
9 RideShare/Van Pool Services	1,433,018	1,664,550	231,532	14%
10 Microtransit	2,975,268	3,830,120	854,852	22%
11 Operations Support	28,229,977	25,540,539	(2,689,438)	-11%
12 Administration	18,762,902	26,186,170	7,423,268	28%
13 Non-Departmental	-	-	-	
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 154,888,093</b>	<b>\$ 165,069,171</b>	<b>\$ 10,181,078</b>	<b>6%</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 138,682,330</b>	<b>\$ 149,581,665</b>	<b>\$ 10,899,335</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (16,487,750)	\$ (3,020,000)	\$ 13,467,750	446%
17 Sales Tax Revenue	(189,700,858)	(182,067,656)	7,633,202	4%
18 Other Revenue	(4,649,442)	(4,847,500)	(198,058)	-4%
19 Fed Operations/Preventative Maint. Revenue	(132,220)	-	132,220	
20 Bond Interest	31,294,858	31,294,860	2	0%
21 Bond Interest UTCT	741,785	741,785	-	0%
22 Bond Cost of Issuance/Fees	11,150	34,150	23,000	67%
23 Lease Interest	1,572,640	1,178,645	(393,995)	-33%
24 Sale of Assets	4,732,957	-	(4,732,957)	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (172,616,880)</b>	<b>\$ (156,685,716)</b>	<b>\$ 15,931,164</b>	<b>10%</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 33,934,550</b>	<b>\$ 7,104,051</b>		

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 28,349,631	\$ 92,249,000	30.7%
2 INFORMATION TECHNOLOGY	1,263,371	17,690,000	7.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	5,778,976	12,441,000	46.5%
4 CAPITAL PROJECTS	11,850,498	108,062,000	11.0%
5 STATE OF GOOD REPAIR	12,709,447	51,309,000	24.8%
6 DEPOT DISTRICT	6,874,468	12,001,000	57.3%
7 OGDEN/WEBER STATE BRT	5,797,397	14,785,000	39.2%
8 TIGER	3,756,311	10,460,000	35.9%
9 TOTAL	<u>\$ 76,380,099</u>	<u>\$ 318,997,000</u>	23.9%
<b>REVENUES</b>			
10 GRANT	\$ 7,929,942	\$ 120,700,000	6.6%
11 STATE CONTRIBUTION	8,588,350	19,338,000	44.4%
12 LEASES (PAID TO DATE)	-	41,755,000	0.0%
13 BONDS		62,847,500	0.0%
14 LOCAL PARTNERS	3,564,658	11,509,000	31.0%
15 UTA FUNDING	56,297,149	62,847,500	89.6%
16 TOTAL	<u>\$ 76,380,099</u>	<u>\$ 318,997,000</u>	23.9%

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	May-23	May-22	2023	2022
<b>UTA</b>				
Fully Allocated Costs	30,368,143	27,419,793	154,888,093	134,771,297
Passenger Farebox Revenue	3,027,353	2,911,185	15,219,096	14,040,790
Passengers	3,032,062	2,502,014	14,073,010	12,449,456
Farebox Recovery Ratio	10.0%	10.6%	9.8%	10.4%
Actual Subsidy per Rider	\$9.02	\$9.80	\$9.92	\$9.70
<b>BUS SERVICE</b>				
Fully Allocated Costs	14,847,562	13,347,579	76,489,784	67,593,482
Passenger Farebox Revenue	1,303,532	1,431,515	6,622,893	6,457,963
Passengers	1,428,856	1,208,598	7,303,548	6,254,509
Farebox Recovery Ratio	8.8%	10.7%	8.7%	9.6%
Actual Subsidy per Rider	\$9.48	\$9.86	\$9.57	\$9.77
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	8,008,367	6,698,147	40,789,461	34,848,952
Passenger Farebox Revenue	658,447	704,464	2,953,708	3,038,454
Passengers	1,089,070	909,156	4,334,382	4,347,398
Farebox Recovery Ratio	8.2%	10.5%	7.2%	8.7%
Actual Subsidy per Rider	\$6.75	\$6.59	\$8.73	\$7.32
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,650,072	3,431,607	19,510,328	16,122,437
Passenger Farebox Revenue	417,859	457,681	1,920,425	2,003,263
Passengers	303,078	241,829	1,443,665	1,164,957
Farebox Recovery Ratio	11.4%	13.3%	9.8%	12.4%
Actual Subsidy per Rider	\$10.66	\$12.30	\$12.18	\$12.12
<b>MICROTRANSIT</b>				
Fully Allocated Costs	767,484	1,043,224	3,351,513	3,011,834
Passenger Farebox Revenue	48,400	34,641	198,700	80,072
Passengers	33,656	16,604	156,451	64,785
Farebox Recovery Ratio	6.3%	3.3%	5.9%	2.7%
Actual Subsidy per Rider	\$21.37	\$60.74	\$20.15	\$45.25
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,463,256	2,330,663	11,795,768	10,868,752
Passenger Farebox Revenue	310,056	52,614	1,930,087	1,199,428
Passengers	79,143	65,417	354,686	312,743
Farebox Recovery Ratio	12.6%	2.3%	16.4%	11.0%
Actual Subsidy per Rider	\$27.21	\$34.82	\$27.82	\$30.92
<b>RIDESHARE</b>				
Fully Allocated Costs	631,401	568,573	2,951,239	2,325,840
Passenger Farebox Revenue	289,059	230,270	1,593,284	1,261,610
Passengers	98,259	60,409	480,277	305,065
Farebox Recovery Ratio	45.8%	40.5%	54.0%	54.2%
Actual Subsidy per Rider	\$3.48	\$5.60	\$2.83	\$3.49

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-23	May-22	2023	2022
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$14,847,562	\$13,347,579	\$76,489,784	\$67,593,482
Light Rail Service	\$8,008,367	\$6,698,147	\$40,789,461	\$34,848,952
Commuter Rail Service	\$3,650,072	\$3,431,607	\$19,510,328	\$16,122,437
Microtransit	\$767,484	\$1,043,224	\$3,351,513	\$3,011,834
Paratransit	\$2,463,256	\$2,330,663	\$11,795,768	\$10,868,752
Rideshare	\$631,401	\$568,573	\$2,951,239	\$2,325,840
<b>UTA</b>	<b>\$30,368,143</b>	<b>\$27,419,793</b>	<b>\$154,888,093</b>	<b>\$134,771,297</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,303,532	\$1,431,515	\$6,622,893	\$6,457,963
Light Rail Service	\$658,447	\$704,464	\$2,953,708	\$3,038,454
Commuter Rail Service	\$417,859	\$457,681	\$1,920,425	\$2,003,263
Microtransit	\$48,400	\$34,641	\$198,700	\$80,072
Paratransit	\$310,056	\$52,614	\$1,930,087	\$1,199,428
Rideshare	\$289,059	\$230,270	\$1,593,284	\$1,261,610
<b>UTA</b>	<b>\$3,027,353</b>	<b>\$2,911,185</b>	<b>\$15,219,096</b>	<b>\$14,040,790</b>
<b>PASSENGERS</b>				
Bus Service	1,428,856	1,208,598	7,303,548	6,254,509
Light Rail Service	1,089,070	909,156	4,334,382	4,347,398
Commuter Rail Service	303,078	241,829	1,443,665	1,164,957
Microtransit	33,656	16,604	156,451	64,785
Paratransit	79,143	65,417	354,686	312,743
Rideshare	98,259	60,409	480,277	305,065
<b>UTA</b>	<b>3,032,062</b>	<b>2,502,014</b>	<b>14,073,010</b>	<b>12,449,456</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	8.8%	10.7%	8.7%	9.6%
Light Rail Service	8.2%	10.5%	7.2%	8.7%
Commuter Rail Service	11.4%	13.3%	9.8%	12.4%
Microtransit	6.3%	3.3%	5.9%	2.7%
Paratransit	12.6%	2.3%	16.4%	11.0%
Rideshare	45.8%	40.5%	54.0%	54.2%
<b>UTA</b>	<b>10.0%</b>	<b>10.6%</b>	<b>9.8%</b>	<b>10.4%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$9.48	\$9.86	\$9.57	\$9.77
Light Rail Service	\$6.75	\$6.59	\$8.73	\$7.32
Commuter Rail Service	\$10.66	\$12.30	\$12.18	\$12.12
Microtransit	\$21.37	\$60.74	\$20.15	\$45.25
Paratransit	\$27.21	\$34.82	\$27.82	\$30.92
Rideshare	\$3.48	\$5.60	\$2.83	\$3.49
<b>UTA</b>	<b>\$9.02</b>	<b>\$9.80</b>	<b>\$9.92</b>	<b>\$9.70</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of May 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	74,468,576	38,868,434	\$ 35,600,142	-	-	-
3 Warranty Recovery	1,918,859	1,918,859	-	-	-	-
4 Build America Bond Subsidies	785,525	785,525	-	-	-	-
5 Product Sales and Development	1,673,718	488,300	66,114	\$ 102,806	\$ 952,731	\$ 63,767
6 Pass Sales	(78,755)	115,374	(4,510)	4,389	(5,358)	(188,650)
7 Property Management	55,431	(5,598)	3,000	-	316	57,713
8 Vanpool/Rideshare	119,248	63,913	23,500	10,447	5,507	15,881
9 Salt Lake City Agreement	1,134,811	1,134,811	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	9,467,858	4,445,156	-	-	-	5,022,702
12 Other	6,139,911	6,139,911	-	-	-	-
13 <b>Total</b>	<b>\$ 99,557,936</b>	<b>\$ 57,827,439</b>	<b>\$ 35,688,246</b>	<b>\$ 117,642</b>	<b>\$ 953,196</b>	<b>\$ 4,971,413</b>

**Percentage Due by Aging**

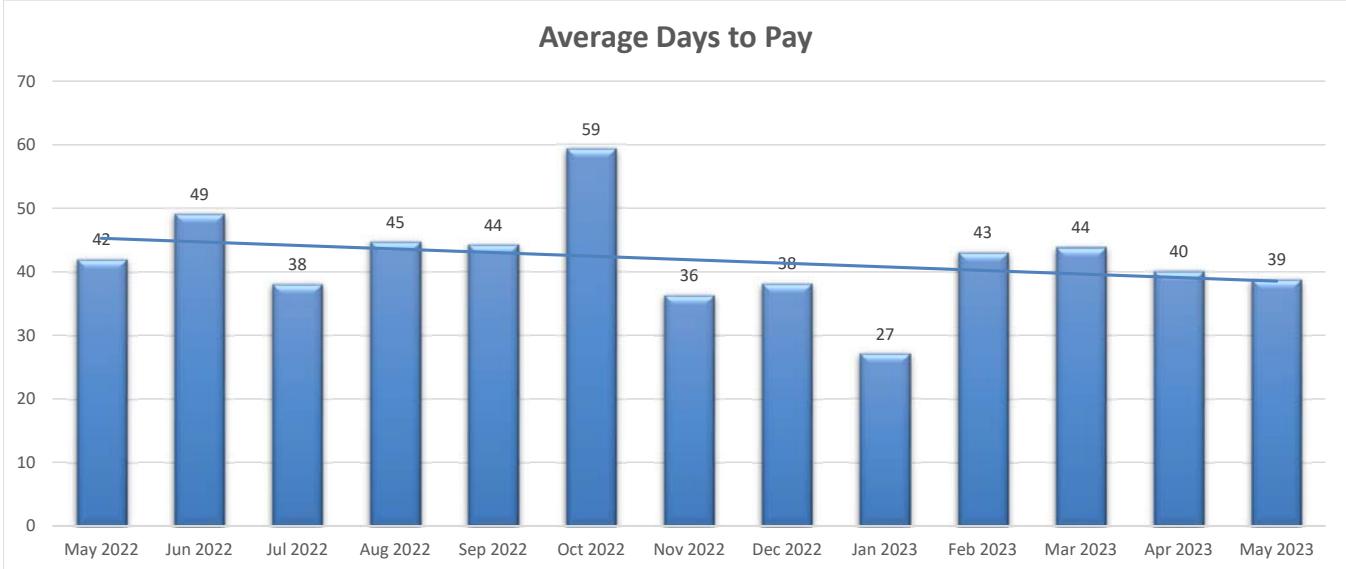
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	52.2%	47.8%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	29.2%	4.0%	6.1%	56.9%	3.8%	
19 Pass Sales	-146.5%	5.7%	-5.6%	6.8%	239.5%	
20 Property Management	-10.1%	5.4%	0.0%	0.6%	104.1%	
21 Vanpool/Rideshare	53.6%	19.7%	8.8%	4.6%	13.3%	
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Planning						
24 Capital Development Agreements	46.9%	0.0%	0.0%	0.0%	53.1%	
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
26 <b>Total</b>	<b>58.1%</b>	<b>35.8%</b>	<b>0.1%</b>	<b>1.0%</b>	<b>5.0%</b>	

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM MAY 1, 2023 THROUGH MAY 31, 2023  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
19-3038VW POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	894879	5/3/2023	\$ 262,231.22
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894880	5/3/2023	508,185.63
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	894881	5/3/2023	584,461.17
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	894882	5/3/2023	947,125.14
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	894883	5/3/2023	4,784,161.95
21-3531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	5/3/2023	811,909.40
21-3530BM ADMIN MEDICAL INSURANCE	5/3/2022	PEHP	ZION-ACH	5/3/2023	843,498.04
R2023-04-08 UTAH STATE TAX WITHHOLDING			WITHDRAWAL	5/4/2023	311,554.85
R2023-04-08 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	5/4/2023	1,009,461.52
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	895096	5/17/2023	300,094.79
17-2221PP ACCESSIBLE VANS 5310 PROGRAM	6/23/2021	LEWIS BUS GROUP	895097	5/17/2023	330,491.04
MA#3796 TOYOTA SIENNA HYBRID MINIVANS-TOOEL	9/30/2021	TONY DIVINO TOYOTA	895098	5/17/2023	459,929.47
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	895099	5/17/2023	624,862.59
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	895100	5/17/2023	766,798.76
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	895101	5/17/2023	1,264,703.93
18-02925BM OGDEN - WSU BRT FINAL DESIGN	8/1/2019	JACOBS ENGINEERING	895102	5/17/2023	1,417,333.71
R2023-04-08 UTAH STATE TAX WITHHOLDING			WITHDRAWAL	5/18/2023	312,513.28
R2023-04-08 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	5/18/2023	1,119,103.50
21-3531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	5/23/2023	817,991.40
R2023-04-08 ROCKY MOUNTAIN POWER			375296	5/25/2023	432,610.68
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	895206	5/25/2023	291,537.51
19-3038VW POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	895207	5/25/2023	315,146.14
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	895208	5/25/2023	423,840.30
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	895209	5/25/2023	466,276.27
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	895210	5/25/2023	946,623.42
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	892288	5/31/2023	284,921.10
21-03437JH S70 AUXILLARY POWER SUPPLY		SIEMENS MOBILITY INC.	892289	5/31/2023	293,583.00
19-2867PP ON BOARD VIDEO MONITORING	12/14/2018	OMNITRACS LLC	895287	5/31/2023	203,819.00
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	895290	5/31/2023	752,366.00





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date: 7/12/2023**

---

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

**TITLE:**

---

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

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve resolution R2023-07-01 authorizing grant execution by the Executive Director and/or his Designee of grants shown in Exhibit A.

---

**BACKGROUND:**

Board Policy 2.2 - Contract Authority, Procurement and Grants requires agency staff to present discretionary grant awards of \$200,000 or more to the Board of Trustees for approval at the time of award. Such awards must be approved in the agency budget prior to the Board's approval of the grant agreement.

---

**DISCUSSION:**

UTA has been selected to receive several grants from Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Block Grant (STBG) and Carbon Reduction Program (CRP) funds from the Metropolitan Planning Organizations (MPO) Wasatch Front Regional Council (WFRC) and Mountainland Association of Governments (MAG). These MPO funds are transferred from the Federal Highway Administration (FHWA) to FTA. A detail list of the grant awards is attached as Exhibit A to the resolution.

---

**ALTERNATIVES:**

If the grants are not executed in a timely manner, reimbursement of project costs may be delayed.

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---

**FISCAL IMPACT:**

All Projects in Exhibit A are accounted for in the 2023-2027 Capital Plan or will be incorporated in the 2023 operating revenues for pre-existing transit operations or future operating budgets.

---

**ATTACHMENTS:**

Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE GRANT  
AGREEMENTS FOR SPECIFIED PROJECTS**

R2023-07-01

July 12, 2023

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

WHEREAS, the Authority has (i) obtained grants of assistance for the Projects shown in Exhibit A; (ii) secured (or contracted to secure) local match commitments from Stakeholders for the same Projects; and (iii) budgeted Authority funds for the same Projects; and

WHEREAS, UTAH CODE §§ 17B-2a-801 *et seq.* (the “Public Transit District Act”) requires the Board of Trustees to review and approve any contract with a value of \$200,000 or more; and

WHEREAS, Board Policy 2.2 Contract Authority, Procurement and Grants requires discretionary grant awards greater than \$200,000 to be presented to the Board of Trustees (the “Board”) for approval at the time of award, and after such award is approved in the Authority’s budget; and

WHEREAS, the Board of Trustees understands and recognizes that grant agreements for the Projects, shown in Exhibit A, are ready to be executed and qualify as contracts with a value exceeding \$200,000; and

WHEREAS, the Board of Trustees understands and recognizes the time sensitive nature often associated with executing grant agreements and the project schedules the grants are supporting; and

WHEREAS, the Authority’s Board of Trustees desires to provide the Executive Director with the authority to execute the grant agreements for the Projects in Exhibit A.

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

1. That the Board hereby approves the grant awards for the Projects identified in Exhibit A.
2. That the Board hereby authorizes the Executive Director to execute the grants for the projects listed in Exhibit A.

R2023-07-01

1

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the grants for the projects listed in Exhibit A.
4. That the corporate seal be attached hereto.

Approved and adopted this 12<sup>th</sup> day of July 2023

---

Carlton Christensen, Chair  
Board of Trustees

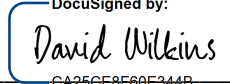
ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
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Legal Counsel

## Exhibit A

Exhibit A

### Grants Selected for Award as of 06/22/2023

Awarding Agency	Funding Program	Project Description	Grant Funds Awarded	Required Local Match	Included in Capital Budget	Included in Operating Budget	Pre-Award Authority Y/N
FHWA transfer to FTA - for WFRC and MAG	FY2023 WFRC SLC Transfer - STBG	Point of the Mtn. Transit Study/Environmental - (MSP216)	\$ 2,000,000	\$ 145,233	Y	NA	Y
	FY2023 WFRC SLC Transfer - CRP	UTA Rideshare and Van Pool Management - (\$318,734 per year 20 -21)	\$ 637,468	\$ 46,290	NA	Y	Y
	FY2023 WFRC O/L Transfer - CRP	UTA Rideshare and Van Pool Management - (\$157,131 per year 20-21)	\$ 314,262	\$ 22,820	NA	Y	Y
	FY2023 WFRC SLC Transfer - CMAQ	Locomotive Overhaul - (SGR353)	\$ 325,000	\$ 23,601	Y	NA	Y
	FY2023 WFRC O/L Transfer - CMAQ	Locomotive Overhaul - (SGR353)	\$ 1,045,000	\$ 75,884	Y	NA	Y
	FY2023 WFRC SLC Transfer - CMAQ	Midvalley Connector BRT Construction - (MSP253)	\$ 2,000,000	\$ 145,233	Y	NA	Y
	FY2023 WFRC SLC Transfer - CRP	On-Route Electric Bus Infrastructure - (REV236)	\$ 580,000	\$ 42,118	Y	NA	Y
	FY2023 WFRC O/L - CRP	On-Route Electric Bus Infrastructure - (MSP185)	\$ 1,398,450	\$ 101,550	Y	NA	Y
	FY2023 WFRC O/L Transfer - CMAQ	Operating Assistance for OGX BRT - (3 Year Operating Subsidy)	\$ 1,147,382	\$ 83,318	NA	Y	Y
	FY2023 MAG Transfer - CMAQ	Provo 900 E UVX Station - (MSP287)	\$ 4,002,658	\$ 290,658	Y	NA	Y
	FY2023 MAG Transfer - CMAQ	Utah County Bus Stops Phase 3 - (SGR407)	\$ 339,601	\$ 24,660	Y	NA	Y
	FY2023 MAG Transfer - CMAQ	UTA On-Board Technology - (ICI197)	\$ 300,000	\$ 21,785	Y	NA	Y
<b>Total</b>			<b>\$ 14,089,821</b>	<b>\$ 1,023,150</b>			

Acronyms:

- FTA Federal Transit Administration
- CMAQ Congestion Mitigation Air Quality Program
- CRP Carbon Reduction Program
- STBG Surface Transportation Block Grant
- WFRC Wasatch Front Regional Council
- MAG Mountainland Association of Governments
- FY Federal Fiscal Year
- O/L Ogden/Layton UZA
- SLC Salt Lake City UZA



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

---

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

**TITLE:**

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

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve and adopt Resolution R2023-07-02 to authorize Free Fare on the Ogden Express Line through August 2026

---

**BACKGROUND:**

The Ogden Express bus rapid transit line ("OGX") is expected to open in August for service from the Ogden Frontrunner Station to Weber State University and McKay Dee Hospital. UTA will receive grant funding to be used to offset the cost of operations of running this service for three (3) years. Note: This grant funding agreement was previewed to UTA Trustees in the May 24 board meeting and will be presented for final approval by the UTA Board of Trustees this July.

Historically, fares are collected and used to offset the cost of operations. Because UTA is receiving grant funds for the OGX service, UTA will be able to forego fare collection from customers riding the OGX service during this three (3) year period.

Fare rates are governed by Board Policy 4.1 Fares and rates are set by a resolution of the Board of Trustees.

---

**DISCUSSION:**

Staff recommends not collecting a fare to ride the OGX bus rapid transit for three (3) years beginning August 1, 2023 and continuing through August 31, 2026. By forgoing the collection of fares, the Authority considers this to be a free fare service.

Resolution R2023-07-02 will authorize free fare for the OGX bus rapid transit through August 2026.

---

**ALTERNATIVES:**

Do not approve the Resolution and do not accept the OGX line as free fare and require passengers to pay the public fare rate.

---

**FISCAL IMPACT:**

Foregone fare revenue that will be replaced by grant revenue to cover OGX operating costs is estimated to be about \$1,230,700.

---

**ATTACHMENTS:**

Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY ADOPTING FREE FARE ON THE OGDEN EXPRESS LINE (OGX)  
THROUGH AUGUST 2026**

R2023-07-02

July 12, 2023

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

WHEREAS the Act empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

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

WHEREAS the Policy also empowered the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS the Authority typically subsidizes the operating and maintenance costs of service with the collection of fares; and

WHEREAS the Authority sought and received grant funding to augment the revenues to cover that portion of operating and maintenance costs which is normally subsidized by collection of fares for a period of three (3) years; and

WHEREAS collection of fares to subsidize a portion of operating and maintenance costs is not required for the period from August 2023 through August 2026; and

WHEREAS, by forgoing the collection of fares, the Authority considers this to be a free fare service; and

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

1. That free fares for the OGX bus rapid transit line are hereby authorized until August 31, 2026.
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.

R2023-07-02

1

Approved and adopted this 12<sup>th</sup> day of July 2023.

---

Carlton Christensen, Chair  
Board of Trustees

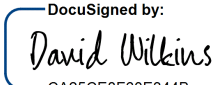
ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
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Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Capital Services Officer  
**PRESENTER(S):** Patti Garver, Manager of Environmental Services  
Alex Beim, Manager of Long Range Strategic Planning

**TITLE:**

---

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

---

**AGENDA ITEM TYPE:**  
Resolution

---

**RECOMMENDATION:**

Adopt resolution R2023-07-03 and approve the Davis-SLC Community Connector Locally Preferred Alternative (LPA) as presented.

---

**BACKGROUND:**

The Davis-Salt Lake City Community Connector is a proposed corridor-based bus rapid transit (BRT) system between Farmington City and Salt Lake City, Utah. In 2014, the Utah Transit Authority (UTA) conducted an alternatives analysis and, with input from the community, selected a preferred corridor connecting downtown Salt Lake City with the Woods Cross Front Runner station. In 2021, this alignment was modified to extend northward to the Farmington FrontRunner station, and to continue eastward from downtown Salt Lake City into the University of Utah and Research Park.

UTA's Board Policy 3.3 Capital Development Projects, requires Capital Projects - including LPA's - to be presented to the Local Advisory Council and Board of Trustees for approval. Staff will present the LPA for the Board's consideration and approval and will return at a later date for approval of the Capital Project Plan which will include the proposed project funding plan.

---

**DISCUSSION:**

The proposed Davis-Salt Lake City Community Connector's approximate 26-mile corridor will

have 15-minute all day service (14 hours per day) with 30-minute service in the early mornings and late evenings. The alignment will include 12 transit stations between approximately 500 South in Bountiful to 200 South in Salt Lake City. These stations are proposed to have passenger amenities such as platforms with shelters, real-time bus arrival information on electronic signs, and night-time platform lighting. The project also overlaps with Salt Lake City's 200 South Transit Corridor project, currently under construction. Salt Lake City's 200 South bus stops will have transit priority lanes, in-lane bus stops with floating bus stops with buffered bike lanes. The Davis -Salt Lake City Community Connector will overlap with these enhanced transit stops at 300 East, 500 East, 700 East, and 900 East.

The Local Advisory Council adopted the LPA through resolution AR2023-06-01 on May 31, 2023 and recommended forwarding it to the Board of Trustees.

The LPA is being presented today for approval by the Board of Trustees. The Capital Project Plan, which will include the LPA and the proposed project funding plan, will be presented for approval at a later date, once funding sources have been determined.

---

**ALTERNATIVES:**

If this LPA is not adopted by the Board of Trustees, the project will be further delayed.

---

**FISCAL IMPACT:**

UTA has already been selected to receive \$1.5M in flex funds, from WFRC for project design. The estimated capital construction costs for the project are included in the 5-year capital budget.

---

**ATTACHMENTS:**

Board Resolution R2023-07-03

**RESOLUTION OF THE UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES  
APPROVING THE DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR  
LOCALLY PREFERRED ALTERNATIVE (LPA)**

R2023-07-03

July 12, 2023

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

WHEREAS, the demand for transit service is anticipated to increase as populations continue to grow in Davis County and Salt Lake County; and

WHEREAS, the Cities of Bountiful, Centerville, Farmington, North Salt Lake, West Bountiful, and Woods Cross, Salt Lake City, Utah Department of Transportation, Salt Lake County, University of Utah, Wasatch Front Regional Council, and the Authority (the “Project Partners”) have agreed to a corridor-based bus rapid transit alignment connecting the FrontRunner Farmington station to the FrontRunner North Temple Station and to Research Park at the University of Utah (“Davis-Salt Lake City Community Connector”); and

WHEREAS, based on input from the affected communities, a proposed Locally Preferred Alternative (“LPA”) for the Davis-Salt Lake City Community Connector has been provided to the Project Partners, and has been included in the Wasatch Front Regional Council’s 2023-2050 Regional Transportation Plan; and

WHEREAS, the Authority’s Board of Trustees has adopted Policy No. 3.3 – Capital Development Project Implementation (the “Policy”) that requires the Local Advisory Council to review and approve capital project plans, including Locally Preferred Alternatives that have been presented to local partners and approved by the affected Metropolitan Planning Organization, prior to approval by the Authority’s Board of Trustees; and

WHEREAS, approval of the LPA by the Local Advisory Council and the Board of Trustees will allow the project partners to complete a National Environmental Policy Act (NEPA) document, while continuing to develop the project funding plan; and

WHEREAS, the Local Advisory Council has approved the LPA for the Davis-Salt Lake City Community Connector in Resolution AR2023-05-01 at the

May 31, 2023 meeting of the Local Advisory Council and forwarded it to the Authority's Board of Trustees with a recommendation for approval.

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

1. That the Board of Trustees hereby approves the LPA for the Davis-Salt Lake City Community Connector, attached hereto as Exhibit A.

Approved and adopted this 12th day of July 2023.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:  
*David Wilkins*

---

Legal Counsel

## Exhibit A Davis-SLC Community Connector LPA



- Proposed Route Alignment
- Bamberger Bridge Alternative
- Proposed Station
- Proposed Stop
- Proposed End of Line Facilities
- - - Trax
- FrontRunner
- FrontRunner Stations



Davis-Salt Lake City Community Connector



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

---

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

**TITLE:**

---

**Fare Agreement: Education Pass Agreement (Salt Lake Community College)**

---

**AGENDA ITEM TYPE:**  
Service or Fare Approval

---

**RECOMMENDATION:**  
Authorize the Executive Director to enter an Education Pass Agreement with Salt Lake Community College for two years with a projected value of \$758,000.

---

**BACKGROUND:**  
Salt Lake Community College (SLCC) and Utah Transit Authority (UTA) have historically partnered to provide the institution's Authorized users with a UTA transit pass. Last year, SLCC and UTA entered a one (1) year Ed Pass Agreement wherein the school provided twenty-five thousand (25,000) students, faculty, and staff with a premium transit pass that is valid on all UTA service except for Paratransit and Ski services.  
The value of the contract is \$364,000. This contract will expire at the end of July and both parties desire to enter a new contract to continue this partnership.

---

**DISCUSSION:**  
In the spirit of partnership, staff recommends SLCC and UTA enter a two-year Education Pass Agreement, wherein SLCC will provide twenty-five thousand (25,000) students, faculty, and staff with a premium transit pass. The value of this two (2) year contract is \$758,000:

---

	School Year	Price
1	2023-24	\$374,000
2	2024-25	\$384,000
<b>Total</b>		<b>\$758,000</b>

**CONTRACT SUMMARY:**

**Contractor Name:** Salt Lake Community College  
**Contract Number:** 23-F0351  
**Base Contract Effective Dates:** August 1, 2023- July 31, 2025  
**Extended Contract Dates:** NA  
**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Contract Value:** \$758,000  
**Procurement Method:** NA  
**Budget Authority:** NA

**ALTERNATIVES:**

Do not enter into an agreement and forego revenue and ridership.

**FISCAL IMPACT:**

Additional ten-thousand dollars (\$10,000) in 2023 contract revenue as compared to last year.

**ATTACHMENTS:**

Contract

## EDUCATION PASS AGREEMENT

This Education Pass Agreement (this “Agreement”) is made effective the 1st day of August, 2023 (the “Effective Date”) by and between **SALT LAKE COMMUNITY COLLEGE**, whose address is **4600 S Redwood Rd, Salt Lake City, UT 84128**, (hereinafter referred to as the “Sponsor”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“UTA”).

### RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an “Education Pass Program” or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits “A,” and “B,” attached hereto and made a part of this Agreement by this reference.

### DEFINITIONS

1. The term “Authorized User” includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders (“Cardholders”) for purposes of this agreement.
2. The term “Base Purchase Price” means the Price for each Contract Year in accordance with the terms of this Agreement.
3. The term “Contract Year” means the term of August 1 through July 31 of any school year during the term of this Agreement.
4. The terms “Pass” or “Passes” means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used

as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA
6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.
7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

### TERMS AND CONDITIONS

- 1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2025.
- 2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.
- 3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.
- 4) Authorized Users. The number of Passes provided under this Agreement shall be 25,000 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.
- 5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.
- 6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.
- 7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

- a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.
- b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.
- c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.
- d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

- a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.
- b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.
- c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full

extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.
- 12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.
- 13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.
- 15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

**UTAH TRANSIT AUTHORITY**

By\_ Name: Jay Fox  
Title: Executive Director

By Name: Viola Miller  
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:  
UTA Legal Counsel  
*Mike Bell*  
70E33A415BA44F6...

**SALT LAKE COMMUNITY COLLEGE**

DocuSigned by:  
By *Brandon Thomas* 6/12/2023  
031C168D6F424B1  
Name: Brandon Thomas  
Title: Director of Purchasing & Accounts Payable

By Name:  
Title:

**EXHIBIT "A"**  
**BASE PURCHASE PRICE**

	<u>Year</u>	<u>Price</u>
1	2023-24	\$ 374,000
2	2024-25	\$ 384,000

**Fare Recognition Level:**

- Local**
- Premium**

**EXHIBIT "B"**  
**PASS PROGRAM SETUP**

<b>Contract Administrator</b>			
Name:	Travis Kartchner		
Email:	travis.kartchner@slcc.edu	Phone:	801-957-4224

<b>Billing Contact</b>			
Name:	Travis Kartchner		
Email:	travis.kartchner@slcc.edu	Phone:	801-957-4224
Preferred Invoice Method (check 1):			
<input checked="" type="checkbox"/> Email		Email: travis.kartchner@slcc.edu	
<input type="checkbox"/> Mail		Attn: _____	
		Street: _____	
		City/State: _____	
		Zip: _____	

<b>Transit Coordinator</b>			
Name:	Travis Kartchner		
Email:	travis.kartchner@slcc.edu	Phone:	801-957-4224
<b>Transit Coordinator</b>			
Name:			
Email:		Phone:	
<b>Transit Coordinator</b>			
Name:			
Email:		Phone:	

\*\*Additional Coordinators may be submitted separately to [passprograms@rideuta.com](mailto:passprograms@rideuta.com)

## **EXHIBIT “C”**

### **PASS PROGRAM GUIDELINES AND RULES**

#### **TRANSIT COORDINATOR**

Sponsor must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

#### **PROCUREMENT OF PASSES**

To request cards, send an email to [passprograms@rideuta.com](mailto:passprograms@rideuta.com) and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

#### **ISSUANCE OF PASSES**

Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules <https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules>
- Record the recipient name and the card number issued to them (see record keeping below)

#### **RECORD KEEPING**

Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

#### **REQUESTS FOR ELECTRONIC TAP DATA**

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA’s partner website at [www.tap2rideuta.com](http://www.tap2rideuta.com) and click on reports. If you need data not provided on the partner website email [passprograms@rideuta.com](mailto:passprograms@rideuta.com) with your request and someone will contact you.

#### **COST OF PASSES**

UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed \$3.00 per card which may be passed onto the cardholder.

### **RETURN OF UNUSED CARDS**

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

### **CUSTOMER SERVICE**

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

### **CARD REPLACEMENTS**

Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred method for card replacements is using the 'replace card' functionality on UTA's partner website at [www.tap2rideuta.com](http://www.tap2rideuta.com). For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

### **TAPPING**

Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

### **CARD CARE**

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Vi Miller, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager of Fare Strategy  
JT Haight, Sr. Sales Representative

**TITLE:**

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

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**AGENDA ITEM TYPE:**  
Service or Fare Approval

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**RECOMMENDATION:**

Authorize the Executive Director to enter a one year Pass Purchase and Administration Agreement with Salt Lake City Corporation.

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**BACKGROUND:**

UTA and Salt Lake City Corporation (SLC Corp.) are longstanding partners dedicated to mitigating traffic and air pollution. In the spirit of that partnership, the two parties collaborate to provide SLC Corp. employees with a transit pass benefit through a Pass Purchase and Administration Agreement. Employees can opt in or out to receive a UTA transit pass and SLC Corp. pays for each trip taken by their authorized users on UTA transit services. SLC Corp. receives a discount of five percent (5%) that is applied to their monthly invoice, and the discount is calculated based on the number of trips taken in the prior contract year. This discount is based on a tiered matrix found in the historical ECO Trip Rewards Program. Because of the longstanding partnership with the Corporation, UTA has continued to allow SLC Corp to participate in this program. The program and discount is in line with similar entities of the same type and population.

The current contract will expire on June 30, 2023.

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**DISCUSSION:**

Both UTA and SLC Corp. desire to continue to partner to offer employees transit pass access through a Pass Purchase and Administration Agreement.

Total annualized boardings July 2022 through June 2023 for SLC Corp. is estimated to be about fifty-nine thousand (59,000) which qualifies for a discount of 5% to be applied to the monthly invoice for the new contract period.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Salt Lake City Corporation
<b>Contract Number:</b>	23-F0350
<b>Base Contract Effective Dates:</b>	July 1, 2023 through June 30, 2024
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$82,000 to \$90,000
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

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**ALTERNATIVES:**

Do not enter into an agreement with SLC Corp. and require the authorized users to purchase fare using other methods

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**FISCAL IMPACT:**

Revenue is estimated to be between \$82,000 to \$90,000 which represents an increase of up to \$8,000 as compared to the previous contract (2022-23)

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**ATTACHMENTS:**

Contract

SALT LAKE CITY CORPORATION – CAMP DOCUMENT ROUTING FORM  
CITY SIGNATURE AND ACTIVATION PROCESS

Contract #: 16-1-23-5190	PEID #: 57050	Monitor: Trent Steele
Contract Title: UTA ECO Pass Transit Program	Contractor:	UTA Utah Transit Authority

Please complete your step and forward to the next step.

STEP 1	FINANCE – Encumber Funds				
	<input checked="" type="checkbox"/>	I certify funds are available:			
	OR				
	<input type="checkbox"/>	I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget in the accounting system:			
		Cost Center		Object Code	
		Funding Source:	8787875	-	252901 \$
		Funding Source:		-	\$
		Funding Source:		-	\$
		Funding Source:		-	\$
		Funding Source:		-	\$
		Funding Source:		-	\$
		Funding Source:		-	\$
		Funding Source:		-	\$
				Limit:	\$
	<b>Finance's Signature:</b>	<i>Colin Cottle</i>	<b>Date:</b>	06/01/2023	
STEP 2	CITY ATTORNEY'S OFFICE – Final Approval				
				Y	N
	Attorney:	Jaysen Oldroyd, Seior City Attorney		Insurance Required:	<input checked="" type="checkbox"/>
				Perf Bond Required:	<input checked="" type="checkbox"/>
		This document has been approved as to form:		Paym Bond Required:	<input checked="" type="checkbox"/>
	<b>Attorney's Signature:</b>	<i>Jaysen Oldroyd</i>	<b>Date:</b>	06/01/2023	
STEP 3	AUTHORIZED CITY SIGNATURE – Sign All Documents				
	<b>Authorized Signer:</b>	<i>Debra J Alexander</i> <small>Debra J Alexander (Jun 1, 2023 10:16 MDT)</small>	<b>Title:</b>	Chief Human Resources Officer	
STEP 4	RECORDER'S OFFICE - ACTIVATE				
	Instructions:				
	When activated, keep signed document, e-mail signed document(s) to:				
	<b>Name:</b>	Jeanette Hartvigsen	<b>Dept:</b>	Purch/Contracts	<b>Phone #:</b> 6322

**CONTRACT NO. 16-1-23-5190**

Rev. May 17, 2017/jh

**PASS PURCHASE AND ADMINISTRATION  
Salt Lake City Corporation**

This Pass Purchase and Administration Agreement (the “Agreement”) is between the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (“UTA”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (“Administrator”) and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

**RECITALS**

**WHEREAS** UTA is a public transit district providing public transit services within the State of Utah;

**WHEREAS** Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

**WHEREAS** both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

**WHEREAS** Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement;

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin July 1, 2023 and terminate June 30, 2024, (the “Term”). To the extent any activities falling within the scope of this Agreement took place between July 1, 2023, and the recordation date of this Agreement, the Parties hereby ratify such activities.
3. **AUTHORIZED USERS** Administrator’s authorized users include all persons employed by Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Section 4 of this Agreement are cardholders

(“Cardholders”)

**4. FORM OF PASS** The Pass selected by Administrator shall be reflected on Exhibit “A.”

- a. **Electronic Fare Card Media.** Each Pass is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
- b. **UTA-Printed Passes.** UTA Printed Passes shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules.
- c. **Administrator-Printed Passes.** Administrator-Printed Passes shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Prior authorization from UTA must be received prior to electing to use Administrator-printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules. UTA shall issue an electronic “Receipt of Issue.” Upon Administrator’s receipt of “Receipt of Issue,” the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

Activation and Deactivation of Passes by Administrator. UTA shall allow and provide a means for Administrator to activate and deactivate UTA-printed passes and Administrator-printed passes.

**5. PASS RECOGNIZED AS TRANSIT FARE**

- a. So long as this Agreement has not been terminated in accordance with Paragraph 22, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA’s Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit “A.”
- b. All Cardholders are required to Tap-On and Tap-Off. Failure to do so may result in a citation or fine pursuant to UTA’s ordinances.
- c. Cardholders must provide valid photo identification upon request by UTA authorized personnel.

- d. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a “Trip”). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which are located at <http://www.rideuta.com/mc/?page=RidingUTA-PayingYourFare-ElectronicFare>.
  - e. UTA services are public transit services. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies.
  - f. Each Pass is valid from the date of issuance or activation by the Administrator through June 30, 2024. Each Pass may be re-activated by the Administrator in accordance with the UTA’s Cardholder Rules pursuant to the terms of this Agreement.
6. **PAYMENTS BY ADMINISTRATOR TO UTA** Administrator shall pay to UTA on a monthly basis, the following items: The applicable, effective Base One-Way Fare for each Trip based on the Service Type on an Authorized UTA Service, which varies by mode of UTA service as identified in Exhibit “B” for each Trip during the preceding month, which shall be discounted based on the total numbers of 2022 boardings by Cardholders, as identified in Exhibit “C”. The discount shall be determined from the prior twelve (12) months of Administrator’s boardings.
7. **CALCULATION OF FARES** The payment of Fares shall be calculated as follows:
- a. The number of Trips for each month is determined by UTA’s Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit “B” for the current Base One-Way Fare schedule).
  - b. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall not be a condition to the use of UTA’s transit services by Cardholders
  - c. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA’s Electronic Fare Collection system is not functioning properly as determined by UTA in UTA’s sole discretion.
  - d. The Base One-Way Fare Schedule rates are the rates posted on UTA’s website [www.rideuta.com](http://www.rideuta.com) and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE** The Fuel Surcharge Matrix in Exhibit “B” assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S.

Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 2Q'21 calendar quarter (April 1, 2023 – June 30, 2024) will determine the Fuel Surcharge effective, if at all, on or about July 1, 2023. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit "B." UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.

## 9. INVOICES

- a. UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the amount of applicable discount.
- b. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
- c. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- d. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

10. **DISPUTED INVOICES** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within ten (10) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to mediation within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or mediation, Administrator will not be obligated to pay the disputed, unpaid Invoice.

11. **PRE-AUTHORIZATION** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator identifies various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. Said Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES** Administrator shall not

furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder; (c) Administrator being able to produce for inspection, upon UTA's written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon notice, to inspect during regular business hours, all such records maintained by Administrator at all times during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

- 13. CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours after (i) the earlier of the date that Administrator first knew of such action or (ii) the next business day if a holiday or weekend follows the date that Administrator first learned of such action; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
- 14. RETURN OF PASSES** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
- 15. ISSUANCE OF PASSES** Administrator shall be solely responsible for issuing a Pass to an Authorized User.

16. **NON-TRANSFERABLE** Each Pass is not transferable (printed on the pass) to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
17. **DELIVERY OF UTA-PRINTED PASSES** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
18. **GUARANTEED RIDE HOME** In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self-insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled to up to six (6) guaranteed rides home in any calendar year.
  - a. For purposes of this Agreement, the term "Emergency" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to meet such needs.
  - b. For purposes of this Agreement the term "Immediate Family Member" means a spouse, child, stepchild of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.
19. **SECURITY TERMS** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided

however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.

20. **RECONCILIATION** Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis.
21. **TERMINATION OF AGREEMENT** UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 19, if requested by UTA.
22. **THIRD PARTY INTERESTS** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
23. **NON-DISCRIMINATION** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
24. **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 agreement or special arrangements contrary to or in addition to the terms and conditions as stated herein.
25. **WAIVER** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
26. **AUTHORITY** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and proper parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
27. **COUNTERPARTS** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
28. **GOVERNING LAW** This Agreement and all transactions contemplated hereunder and/or

evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

29. **NOTICES** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

Administrator: Salt Lake Administrator Corporation  
Attn.: Lori Gaitin  
Salt Lake Administrator Corporation  
Box 145464  
Salt Lake Administrator, UT 84114-5464 Tel: 801-535-6663  
Email: Lori.Gaitin@slcgov.com

UTA: UTA  
Attention: Kensity Kunkel  
Mgr. Business Development and Sales  
669 West 200 South  
Salt Lake Administrator, UT 84101 Tel: (801) 741-8806  
E-mail: kkunkel@rideuta.com

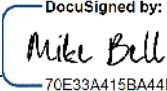
Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with an effective date of July 1, 2023, and a signature date as the last date written below.

\*\*\*\*\*

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

<p><b>ATTEST AND COUNTERSIGN</b></p>  <p>_____ Recorder</p> <p><b>APPROVED AS TO FORM</b> Salt Lake City Attorney's Office</p> <p>Sign: <u>Jaysen Oldroyd</u></p> <p>Name: <u>Jaysen Oldroyd</u></p>	<p><b>SALT LAKE ADMINISTRATOR CORPORATION</b></p> <p>By: <u>Debra J Alexander</u> <small>Debra J Alexander (Jun 1, 2023 10:16 MDT)</small></p> <p>Title: <u>Chief Human Resources Officer</u></p>
<p><b>APPROVED AS TO FORM</b> Utah Transit Authority</p> <p>Sign: <u></u> <small>70E33A415BA44F6...</small></p> <p>Name: <u>Mike Bell</u></p>	<p><b>UTAH TRANSIT AUTHORITY</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**UTA ECO PASS**

**I. GENERAL**

**A. Authorized UTA Services**

- 1. Basic: Regular Bus, Max bus rapid transit, TRAX Light Rail, UTA On-demand, and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- 2. Premium: Basic services plus FrontRunner and Express Bus
- 3. Park City SLC Connect
- 4. Ski Service

**B. Form of Passes**

- 1. UTA-Printed Passes
- 2. Administrator-Printed Passes

**C. Administrator Personnel**

UTA will be contacting the following Authorized User(s) to set up logins for UTA web interface purposes. List of Authorized Users who need access for card replacements and card lookups:

First & Last Name	Title	Email Address
Lori Gaitin	Program Manager- Employee Benefits	<a href="mailto:Lori.Gaitin@slcgov.com">Lori.Gaitin@slcgov.com</a>
Trent Steele	Benefits Analyst	<a href="mailto:Trent.Steele@slcgov.com">Trent.Steele@slcgov.com</a>

**D. Form of Payment**

1. Checks.

2. Checks should be made payable to UTA and mailed to the following address:  
Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City,  
Utah 84101.

3. ACH information available upon request

4. Wire information available upon request

CONTRACT NO. 16-1-23-5190

# EXHIBIT "B"

## PRICE SCHEDULE

### UTA ECO PASS

#### I. GENERAL

Base One-Way Fare Schedule and Authorized UTA Services  
Effective date: December 1, 2020, to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to	\$2.50	\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$5.00	\$5.00

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$10.30

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees. See UTA's website [www.rideuta.com](http://www.rideuta.com) for additional information.

#### Fuel Surcharge Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00

\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

**Exhibit C:**

A discount shall be given based on number of boardings annualized from the previous 10 months of usage. The discount rates are outlined below:

	Annual Boarding's Last Year	Discount %
Tier 1	2 million +	25%
Tier 2	1 million – 1,999,999	20%
Tier 3	500,000 – 999,999	15%
Tier 4	100,000 – 499,999	10%
Tier 5	10,000 - - 99,999	5%
Tier 6	<10,000	0%

Total annualized 2022-23 boardings for Salt Lake City Corporation are 49,346, which qualifies for a Tier 5 discount of 5% to be applied to Administrator's monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

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

**TITLE:**

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**Complimentary Fare: Special Events Agreement (Craft Lake City)**

**AGENDA ITEM TYPE:**

Service or Fare Approval

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**RECOMMENDATION:**

Authorize executive director to enter a Special Event Contract with Craft Lake City which provides ticket as fare for the period of August 11-13, 2023 for transportation to and from the Craft Lake City festival.

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**BACKGROUND:**

UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through a custom priced contract that is negotiated by the Fares team and approved by the Board of Trustees.

UTA Fare Policy allows staff to present to the Board of Trustees for approval complimentary fare provided for events in exchange for advertising value or other forms of recognitions that promote collaboration with the Authority. Craft Lake City and Utah Transit Authority are strategic partners who work to get more members of their community out of their cars and on to public transportation. In that spirit of partnership, UTA will partner with the Festival to offer ticket as fare to event attendees on the days of the event. In exchange for the transit fare, Craft Lake City agrees to give UTA a table during the event, social media mentions, an email blast to ticket-holders, as well as digital and print recognition.

**DISCUSSION:**

Staff will enter a Special Event Agreement with Craft Lake City for their festival taking place on August 11-13. The value of this contract is estimated to be five-thousand five-hundred dollars (\$5,500). In exchange for contract fare, Craft Lake City will provide UTA with a marketing package valued at fifteen-thousand dollars (\$15,000).

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Craft Lake City
<b>Contract Number:</b>	23-F0352
<b>Base Contract Effective Dates:</b>	August 10, 2023 through August 13, 2023
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$5,500
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

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**ALTERNATIVES:**

Not partner with Craft Lake City this year

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**FISCAL IMPACT:**

The value of foregone fare revenue is estimated to be five-thousand five-hundred dollars (\$5,500).

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**ATTACHMENTS:**

Contract

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## **SPECIAL EVENTS AGREEMENT Tickets for Transit**

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on August 10, 2023 by and between **Craft Lake City** (“Sponsor”), and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

### RECITALS

**WHEREAS** Sponsor will host Craft Lake City Festival on the following date(s): August 10, 11, and 12, 2023 and at the following location: Utah State Fairpark (“Venue”); and

**WHEREAS** Sponsor desires to procure transit passes for transportation to its Event using UTA’s transit system; and

**WHEREAS** UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

**WHEREAS** the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

### AGREEMENT

**NOW THEREFORE**, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, 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:

#### SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at [www.rideuta.com](http://www.rideuta.com).
- 1.2 The term “**Effective Date**” shall mean August 10, 2023, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this agreement.

#### SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).

2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$15,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through August 13, 2023 at 11:59pm.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
  - a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.
  - b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.

- c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.
  - d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides

transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.

11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

**SPONSOR**

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name:  
Title

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:


Approved as to Form:

DocuSigned by:  
By: Mike Bell Date: 6/22/2023  
79E39A415BA44F6...  
Michael Bell  
Assistant Attorney General  
Counsel for UTA

## Exhibit "A" Example Marketing Package

**Value of Package:** Bronze Sponsorship \$15,000

**Details of Package:**

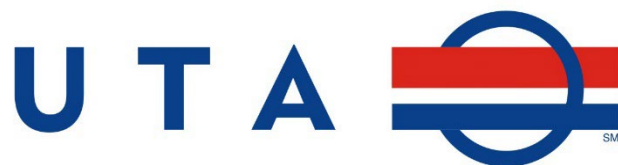


	Gold Sponsor \$30,000	Silver Sponsor \$20,000	Bronze Sponsor \$15,000	Patron Sponsor \$10,000
<b>DIY Festival Benefits</b>				
Booth at the DIY Festival	10x10	10x10	5x10	N/A
Banners on DIY Festival fence	6	4	2	N/A
VIP tickets	6	4	2	2
Bag insert opportunity	✓	✓	✓	N/A
Print collateral (posters, handbills, badges, program back cover) include:	Logo	Logo	Logo	Line listing
Festival program includes:	Large ad	Medium ad	Small ad	Line listing
Festival signage includes:	Logo	Logo	Logo	Line listing
DIY Festival ad campaigns include:	Logo	Logo	Logo	Line listing
Acknowledgment in press releases	✓	✓	✓	✓
Acknowledgment in newsletter	✓	✓	✓	✓
<b>Year-Round Benefits</b>				
Acknowledgment on craftlakecity.com	Logo	Logo	Logo	Line listing
Acknowledgment in Annual Report	Logo	Logo	Logo	Line listing

\* Excludes signage production costs

\*All amounts listed are in-kind value.

**Exhibit "B"**  
**UTA Logo**





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 7/12/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Hal Johnson, Acting Director of Innovative Mobility Services  
Regan Zane, ASPIRE Center Director

**TITLE:**

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**Senate Bill 125 - ASPIRE Electric Vehicle Infrastructure Overview**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion.

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**BACKGROUND:**

Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE), a National Science Foundation Engineering Research Center housed at Utah State University, received \$2.1 million in ongoing funding through Senate Bill 125, Transportation Infrastructure Amendments. ASPIRE conducts vital research to pave the way for the real-world deployment of electrified transportation systems. It partners with the University of Utah, Brigham Young University, and eight other universities worldwide in its research, supported by NSF, industry partners, and research grants from the U.S. Departments of Energy and Transportation.

With this new ongoing funding, ASPIRE will facilitate the strategic planning and development initiative that will guide the state's transition to an electrified and intelligent system. The center will provide annual reports and briefs with actionable goals to policymakers that detail the vision for electrified transportation systems in Utah and an analysis of how each of the industries involved must change to realize the vision.

In 2019, the state provided \$3 million in one-time funding to support ASPIRE's launch. Since then, ASPIRE has raised \$58.9 million in federal and industry research support, with an additional \$24.6 million expected from NSF in 2025.

---

## DISCUSSION:

### S.B. 125 Transportation Infrastructure Amendments Overview

- Designates ASPIRE as the lead research center in developing a strategic action plan for the electrification of transportation infrastructure
- The plan will guide the transition to an electrified and intelligent transportation system
- Creates a Steering Committee and Industry Advisory Board
- Requires ASPIRE to prepare the first annual report by August 2024 (annually thereafter)
- \$2.1M ongoing appropriation (income tax)

This effort will benefit various UTA projects and initiatives related to electrification.

- Construction and Implementation
  - Buses
    - 2018 Low-No Grant: 3 UTA buses and 2 University of Utah buses in service
    - Park City Transit and High Valley Transit: UTA is supporting the construction of charging infrastructure
    - Ogden Express: 11 battery buses and charging infrastructure
    - VW Grant: 20 battery buses in the revenue system
    - Tooele on Demand: 10 small buses and charging infrastructure
  - Light Rail
    - 105 light rail vehicles in service (50 miles, 50 traction power substations)
    - Light rail vehicle replacement
    - S-Line Extension
    - S-Line transition to renewable energy
  - Facility Projects
    - Depot District Bus Garage opened in May 2023
    - Transit Technical Education Center
    - Ongoing energy-saving projects
- Grant Applications
  - FHWA Charging and Fueling Infrastructure Grant (Community Program)
  - 2023 Low-No Grant

- Research and Studies
    - Bus Fleet Replacement Plan
    - FrontRunner Electrification
    - RMP Partnership
    - ASPIRE Center Research
    - Ogden Operations building
- 

**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

None currently

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**ATTACHMENTS:**

none



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date: 7/12/2023**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Fare Strategy  
James Yapias, Salt Lake Education Foundation  
Dan Dugan, Salt Lake City Councilman  
Julianne Sabula, Salt Lake City  
Lara McLellan, Salt Lake City

**TITLE:**

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

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational Item for Discussion

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**BACKGROUND:**

Last June, the UTA Board of Trustees authorized the Executive Director to enter a partnership with the Salt Lake School District, Salt Lake Education Foundation, and City of Salt Lake. Through this ground-breaking partnership, over twenty-four thousand (24,000) students, faculty, and staff in the Salt Lake School District received an unlimited use transit pass valid for use on local UTA service (Bus, TRAX, Streetcar, on On-demand services). The total value of the agreement is \$379,000 and is divided as follows:

- Education Pass Agreement with the Salt Lake District and Education Foundation in the amount of \$279,000
- Funding Agreement with the City of Salt Lake in the amount of \$100,000

This ground-breaking partnership has been incredibly successful. As compared to the previous school year (2021-22), ridership by the District's authorized users has increased nearly seven hundred percent (700%) year over year. In May, nearly four thousand (4000) unique riders utilized their District transit pass, which is the

largest number of pass riders since the program launched in August 2022.

Less measurable than ridership is the access to opportunity that this pass has provided to the pass holders and their families. James Yapias, Salt Lake Education Foundation Director, shared that schools are seeing more participation in after-school activities as a result of students having access to transportation outside of the yellow school bus. Mr. Yapias also shared that students have been able to take internship opportunities and jobs now that they have a transportation option. In another account, the principal of a middle school shared that those students, who would once miss school during inclement weather, were now able to make it to class because of having an alternative option to walking.

The success of this partnership has gained the attention of City leaders, including Salt Lake City Mayor Erin Mendenhall and Councilman Dan Dugan. In an effort to expand access to opportunity, the Salt Lake City Council recommended, and the Mayor approved, a line item within the City's budget to provide additional funding to the School District's Education Pass Agreement. This funding will be used to provide one additional transit pass per family for use by a parent or guardian.

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#### **DISCUSSION:**

The Fares team will return to the board on July 26, 2023, for approval of both the Education Pass Agreement and the Funding Agreement to provide Students, Faculty, Staff, and One (1) Guardian with a Local Transit Pass (total additional authorized users TBD). The total value of the 2023-24 agreement is \$493,648 and will be divided as follows:

- Education Pass Agreement with the Salt Lake District and Education Foundation in the amount of \$279,000
- Funding Agreement with the City of Salt Lake in the amount of \$214,648:
  - Mayor's General Fund: \$100,000
  - Council's Addition: \$114,648

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#### **ALTERNATIVES:**

Do not enter an Education Pass Agreement and Funding Agreement to provide transit passes to the Salt Lake School District for use by their authorized users.

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#### **FISCAL IMPACT:**

Additional \$114,000 in revenue as compared to the 2022-23 education pass agreement.

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**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 7/12/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of Board of Trustees

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**TITLE:**

**Strategy Session to Discuss Collective Bargaining**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of collective bargaining.

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss collective bargaining