



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 8, 2022

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Jeff Acerson
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of May 25, 2022, Board Meeting Minutes
 - b. UTA Policy - UTA.02.08 - Mileage Reimbursement Policy
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Complimentary Fare Update
 - GFOA Award
 - UTA Tribute - Fares Team
 - b. Committee on Accessible Transportation (CAT): Annual Update Willie Black
Amanda Salmon
7. **Resolutions**
 - a. R2022-06-01 - Resolution Approving the Amended Station Area Plan for Ogden Central Station Paul Drake
Jordan Swain
8. **Contracts, Disbursements and Grants**
 - a. Contract: House Bill 322 Implementation and Pass-Through Funds Agreement (UDOT) Bill Greene
David Hancock

- | | | |
|----|---|-----------------------------------|
| b. | Change Order: On-Call Infrastructure Maintenance
Contract Task Order #22-52 - 7800 South Garfield
Grade Crossing (Stacy and Witbeck Inc.) | Jared Scarbrough
Kyle Stockley |
| c. | Change Order: On-Call Systems Maintenance - Task
Order #030 - TRAX Operational Simulator (Rocky
Mountain Systems Services) | Jared Scarbrough |

9. Service and Fare Approvals

- | | | |
|----|--|--------------------------------|
| a. | Special Events Pass Agreement: Ogden Twilight
Concert Series (Ogden City Corporation) | Monica Morton
Kensey Kunkel |
| b. | Special Events Pass Agreement: Salt Lake Twilight
Concert Series (Salt Lake City Corporation) | Monica Morton
Kensey Kunkel |
| c. | Special Events Pass Agreement: University Events -
Amendment 2 (University of Utah) | Monica Morton
Kensey Kunkel |

10. Discussion Items

- | | | |
|----|------------------------|-------------------------------|
| a. | August 2022 Change Day | Eric Callison
Megan Waters |
|----|------------------------|-------------------------------|

11. Other Business

Chair Carlton Christensen

- | | |
|----|--|
| a. | Next Meeting: Wednesday, June 22nd, 2022 at
9:00 a.m. |
|----|--|

12. Adjourn

Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, June 7th will be distributed to board members prior to the meeting.

- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/22/2022

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

TITLE:

Approval of May 25, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the May 25, 2022, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday May 25, 2022 at 9:30 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/757512.html>](https://www.utah.gov/pmn/sitemap/notice/757512.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. 2022-05-25_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 25, 2022

9:30 AM

FrontLines Headquarters

Present: Trustee Beth Holbrook
Trustee Jeff Acerson
Chair Carlton Christensen

Trustee Acerson joined the meeting electronically.

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 9:30 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

4. Public Comment

5. Consent

- a. **Approval of May 11, 2022, Board Meeting Minutes**
- b. **UTA Policy - UTA.01.02 - Americans with Disabilities Act (ADA) Compliance**
- c. **UTA Policy - UTA.01.06 - Title VI Compliance**

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

6. Reports

- a. **Executive Director's Report**
 - **Grants Update**
 - **Ridership and Ski Season Report**
 - **UTA Tribute - Fares Team**

Grants Update

Jay Fox, UTA Executive Director, was joined by Patti Garver, UTA Manager - Environmental & Grant Services. Ms. Garver provided an update on the status of various grant awards, grant applications, and pending grant submissions. Specifically mentioned were:

Discretionary grants selected for award:

- TTIF - 5600 W/Westside Express Bus (\$20.5M)

Grant applications submitted:

- USDOT RAISE Capital - 5600 W/Westside Express Bus (\$16.4M)
- FTA Low & No Emission - 20 Electric Buses + Charging (\$17.17M)
- FTA Bus & Bus Facilities - Transit Technical Education Center (\$3.76M)

Grant submittals outstanding:

- FTA Areas of Persistent Poverty - Paratransit Forward (\$386K)
- FRA CRISI - Sharp Tintic Connection (\$5.1M)
- FTA Route Planning Restoration - Equity Index Study (\$300K)

Discussion ensued. Questions on electric bus assignments, westside express bus funding, and the purpose of the equity index project were posed by the board and answered by Ms. Garver.

Ridership and Ski Season Report

Mr. Fox was joined by Cherryl Beveridge, UTA Acting Chief Operating Officer; Lorin Simpson, UTA Regional General Manager - Salt Lake Business Unit; and Michelle Wallace, UTA Acting Regional General Manager - Mt. Ogden Business Unit. Ms. Beveridge delivered a report on ridership that included:

- Year-to-year January through April ridership totals, including totals by mode
- UTA On Demand microtransit year-to-date comparison between 2021 and 2022
- Fixed route bus ridership comparison of 2019, 2021, and 2022
- Light rail ridership comparison of 2019, 2021, and 2022
- Commuter rail ridership comparison of 2019, 2021, and 2022
- Ski bus ridership for the 2021-2022 season, including totals by business unit (Mt. Ogden, Salt Lake, and Timpanogos)

Ms. Beveridge indicated ridership is trending upward. She noted rider travel patterns have changed substantially as a result of the pandemic. Mr. Fox stated that compared to other agencies, UTA's ridership recovery percentages are very strong.

Discussion ensued. Questions on overall ridership trends, ski bus service capacity, ski service trends, ridership impacts related to resort parking policies, ridership impacts related to pass structure adjustments, correlation of weather patterns and ridership, and preparation planning for heavy snow seasons were posed by the board and

answered by staff. Ms. Beveridge committed to providing data to the board that reflects the correlation between winter storms and ski bus ridership.

UTA Team Recognition

Mr. Fox recognized all employees who assist during trespass events, particularly those involving fatalities. He spoke about the impact these events have on employees and thanked those who respond to and manage them. He remarked on the agency's efforts to minimize the number of incidents on the system.

7. Resolutions

a. R2022-05-03 - Resolution Authorizing the Execution of a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Agreement with the Federal Transit Administration for the TechLink Corridor Study Project

Ms. Garver summarized the resolution, which authorizes execution of a RAISE grant agreement with the Federal Transit Administration (FTA) for the TechLink Corridor Study Project. The total project cost is \$1,400,000; the RAISE award covers \$950,000 and the local match covers the remaining \$450,000. The local match is provided by the TechLink partners, which include:

- UTA (\$200,000)
- University of Utah (\$200,000)
- Redevelopment Agency of Salt Lake City (\$25,000)
- Salt Lake City Corporation (\$25,000)

The study will explore TRAX connections in downtown Salt Lake City, including a link between the University of Utah's Research Park and the Innovation District near Salt Lake Central Station.

Discussion ensued. A question on the timeline for completion of the study was posed by the board and answered by Ms. Garver.

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: Trustee Holbrook, Trustee Acerson, and Chair Christensen

b. R2022-05-04 - Resolution Approving the Title VI Program for Submission to the Federal Transit Administration

Andrew Gray, UTA Civil Rights Compliance Officer - Title VI & DBE, described the resolution, which approves the Title VI program for submission to the FTA. He reviewed key provisions in the Civil Rights Act of 1964 related to Title VI and presented information on several components of UTA's Title VI program, including:

- The agency's Title VI policies
- Limited English proficiency (LEP) plan

- Vehicle loads
- Vehicle headway
- On-time performance
- Service availability
- Distribution of amenities
- Vehicle assignment
- System maps reflecting minority population density and other demographics
- Rider demographics

(Mr. Gray noted an error in the ridership demographic data that will be corrected in the submitted report)

Mr. Gray concluded by saying UTA performed well in all areas related to providing transit service to minority and low-income riders and the Title VI analysis revealed no disparate impact in any area of the agency's program.

Discussion ensued. Questions on the impact of the five-year plan on service availability and the amenities distribution process were posed by the board and answered by Mr. Gray. Chair Christensen suggested using data about minority and low-income populations to inform service planning. He also suggested evaluating the impact of the commuter rail fare structure on low-income populations.

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: Trustee Holbrook, Trustee Acerson, and Chair Christensen

8. Contracts, Disbursements, and Grants

a. Contract: TechLink Corridor Study Funding Agreement (Redevelopment Agency of Salt Lake City, Salt Lake City, University of Utah)

Ms. Garver requested the board approve an agreement among the TechLink partners (UTA, University of Utah, Redevelopment Agency of Salt Lake City, and Salt Lake City Corporation) to fund the local match portion of the TechLink Corridor Study. The partners will contribute a total of \$450,000 to the project, apportioned as follows:

- UTA (\$200,000)
- University of Utah (\$200,000)
- Redevelopment Agency of Salt Lake City (\$25,000)
- Salt Lake City Corporation (\$25,000)

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

b. Contract: Managed Security Services and Incident Response (Optiv Security Inc.)

Kyle Brimley, UTA IT Director, requested the board approve a five-year contract with

Optiv Security Inc. for managed cyber security and incident response services. The total contract value is \$1,181,127.23.

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

c. **Change Order: On-Call Systems Maintenance - Task Order #022 - Fiberoptic Infrastructure-Materials for TRAX North/South Mainline and University Line and FrontRunner North Near Shepherd Lane (Rocky Mountain Systems Services)**

Jared Scarbrough, UTA Acting Director of Capital Construction, requested the board approve a \$534,438 change order to the contract with Rocky Mountain Systems Services for procurement of all necessary fiber optic cables required for upgrades to the TRAX North/South Main Line and University Line, as well as FrontRunner North near Shepherd Lane. The total contract value, including the change order, is \$6,365,958.

Discussion ensued. Questions on conduit placement and Utah Department of Transportation (UDOT) work near Shepherd Lane were posed by the board and answered by Mr. Scarbrough.

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.

d. **Change Order: On-Call Systems Maintenance - Task Order #023 - Fiberoptic Infrastructure-Design for TRAX North/South Mainline, University Line, and TRAX Backbone Upgrades (Rocky Mountain Systems Services)**

Mr. Scarbrough requested the board approve a \$227,663 change order to the contract with Rocky Mountain Systems Services (RMSS) for the design of a fiber optic backbone on the communications systems for the TRAX Blue and Red lines. The total contract value, including the change order, is \$6,593,621.

Discussion ensued. A question on RMSS experience with fiber optics was posed by the board and answered by Mr. Scarbrough.

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.

e. **Change Order: On-Call Systems Maintenance - Task Order #026 - Signal Design for 5300 South and 5400 South TRAX Crossover Conversions (Rocky Mountain Systems Services)**

Mr. Scarbrough requested the board approve a \$339,007 change order to the contract with Rocky Mountain Systems Services for the signal design required to convert two existing non-powered electric lock crossovers to two independent, signalized, powered interlockings with remote controls and report features. The signals are located at 5300 South and 5400 South. The total contract value, including the change order, is \$7,081,881.

Discussion ensued. Questions on the track structure at the crossover locations and number of remaining switches needing replacement were posed by the board and answered by Mr. Scarbrough.

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.

f. Change Order: On-Call Systems Maintenance - Task Order #028 - Materials for 5300 South and 5400 South TRAX Crossover Conversions (Rocky Mountain Systems Services)

Mr. Scarbrough requested the board approve a \$1,414,126 change order to the contract with Rocky Mountain Systems Services for the materials required for the 5300 South and 5400 South crossover conversions. The total contract value, including the change order, is \$8,587,311.

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.

g. Change Order: Traction Power Substation (TPSS) Rehabilitation - CO #008 - Overhead Catenary System (OCS) Overlap Conversion (C3M Power Systems LLC)

Mr. Scarbrough requested the board approve a \$319,092 change order to the contract with C3M Power Systems LLC to upgrade the OCS at 50 North/400 West (Green Line), 9400 South (Blue Line), and E4 TPSS on Mario Capecchi Drive (Red Line). The total contract value, including the change order, is \$41,491,398.

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. Other Business

- a. Next Meeting: Wednesday, June 8th 2022 at 9:00 a.m.

10. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to be discussed in closed session related to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:56 a.m.

The meeting reconvened in closed session at 11:10 a.m.

11. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:34 a.m.

12. Adjourn

Trustee Acerson left the meeting after closed session at 11:34 a.m.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 11:34 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/757512.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A**Online Public Comment****From George Chapman:**

Comments to Board of Trustees meeting

Complaints about August change day:

Besides the lack of public engagement (no community councils had presentations - which were obvious with just a 30 day notice - community councils need 45 days plus to add to the agenda and provide time), the impact on riders was negative due to increasing the time between destinations and with students that will lose convenient access to their schools.

The noise of a bus stopping and going can be disturbing and disruptive and there will be more complaints on hills due to the need for higher engine speed to go up. Noise WILL be an issue which is also a problem with buses in the canyons. The hilly areas should be prioritized for new electric buses (instead of questionable funding for expanding rail).

I look forward to UTA fixing the many non ADA compliant (and mobility challenging) bus stops around this County. I have many complaints into UTA on the issues like Walmart barriers and Smiths and transfer inconvenient bus stops. Moving a bus stop a couple of hundred feet away from a transfer bus stop is a challenge for mobility impaired/ADA potential ridership. And hopefully, UTA will stop ordering drivers to stay away from the curb.

The Avenues, and even South Temple is an issue with ADA, especially since buses can't usually get to the curb and even close enough to deploy a ramp. Parked cars will exacerbate the situation in the Avenues. But with a lot of properties in the Avenues without off-street parking, parking is desperate and removing it will create a fight.

And finally, please correct the mis-impression of the Governor and Mayor of SLC that Free Fare February was successful. It was not.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

UTA Policy - UTA.02.08 - Mileage Reimbursement Policy

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA Policy No UTA.02.08 Mileage Reimbursement Policy

BACKGROUND:

Previously Corporate Policy 1.1.8 UTA Travel and Reimbursement Policy had both travel and mileage reimbursement guidelines and in 2018 guidance was issued for mileage reimbursement not covered in policy 1.1.8.

Corporate Policy 1.1.8 UTA Travel and Reimbursement Policy was rescinded when the new travel policy (UTA.02.07) was adopted in February 2022. This stand-alone mileage reimbursement policy is referenced in new travel policy.

DISCUSSION:

UTA Policy No UTA.02.08 Mileage Reimbursement Policy has following highlights:

- Encourages use of the UTA fleet vehicles and rental cars instead of personal vehicles
 - Clarifies UTA liability when employees use their personal vehicle
 - Mileage will be reimbursed in excess of an employee's personal commute to and from work
 - Mileage will need to be documented with a start and end point calculation and UTA will no longer
-

accept odometer readings as justification

- Mileage associated with travel outside of UTA's service area should be done through travel reimbursement forms and commute deductions are applied only to the initial trip to the event/activity and the return trip home

ALTERNATIVES:

The Board may suggest revisions to the proposed policy. If the Board takes no action, the previous administrative guidelines will remain in effect.

FISCAL IMPACT:

Mileage is currently reimbursed at \$0.585 per mile for use of an employee's vehicle(s) or contractor's vehicle when authorized under the UTA contract.

ATTACHMENTS:

UTA.02.08 - Mileage Reimbursement Policy

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.08

MILEAGE REIMBURSEMENT POLICY

1. Purpose.

UTA is an agency with the stated purpose of moving people. To accomplish this goal, work at UTA must take place in locations throughout the service area. To facilitate occasions in which a UTA employee travels for business in a personal vehicle, this Mileage Reimbursement Policy will ensure UTA meets IRS Rules Under the Internal Revenue Service (IRS) accountable plan rules. In order for the mileage expenses to be treated as reimbursements, the expenses must be considered business expenses, rather than personal commuting expenses.

2. Definitions. As used in this Policy:

“Assigned Place of Work” (APW) means the place where an employee is asked to report by their supervisor. Telework does not change your APW.

“Federal Mileage Per Diem” means the standard mileage rate businesses use to pay tax-free reimbursements to employees who drive their own cars for business purposes.

“Home” means the place where you reside.

“Normal Commute” means transportation between your Home and your APW.

“UTA” means Utah Transit Authority.

“UTA Non-revenue Vehicles” means vehicles owned by UTA, but not normally used for the provision of revenue service for passengers.

3. Policy

A. Using UTA’s Non-Revenue Vehicles to Accomplish the Same Trip.

Utah Transit Authority (UTA) encourages the use of UTA Non-revenue Vehicles and rental vehicles when possible and discourages the use of an employee’s personal vehicle to conduct company business to the maximum extent possible.

B. Employees are Required to Seek Approval for Mileage Reimbursement.

UTA does realize the need to reimburse the cost of the use of an employee’s vehicle when their supervisor deems that use of a UTA Non-revenue Vehicle is not possible to accomplish the same trip.

C. UTA’s Liability

Employee’s personal insurance will serve as the primary coverage for any incident. UTA will serve as the secondary insurance in a work-related incident and coverage is subject to the State of Utah governmental immunity limits.

D. Reimbursement for travel from Home to APW and back is not eligible.

Transportation expenses between your Home and your APW on your assigned workdays are Normal Commute expenses and not reimbursable.

E. Reimbursement for work related business travel in excess of your Normal Commute is eligible, subject to Section 3)D. of this policy.

1. Travel outside of your Normal Commute in your personal vehicle is reimbursable at the Federal Mileage Per Diem rate¹ in place on the date the travel occurred.
2. Travel miles to an alternate location for work prior to reporting to your APW would be reimbursed to the extent that they are in excess of your Normal Commute.
3. Travel miles to an alternate location for work after reporting to your APW would be reimbursed to the extent that they are in excess of your Normal Commute.
4. Work related travel miles by employees on their assigned days off are reimbursable and would not be considered personal commuting expenses. Use of an employee's personal vehicle while traveling outside of UTA service area would need to consider this rule when seeking reimbursement under UTA.02.07 Travel Policy during normal workdays.
5. Mileage reimbursement incurred as part of employee travel should be included in the travel authorization and reimburse request. Do not request separate mileage reimbursement.
6. Mileage reimbursement should have exact start and end locations for audit purposes and the most direct path should be used for mileage calculations. Use on-line tools such as MapQuest, Google, or others to assist in the calculation.
7. To the greatest extent possible personal portions of travel under UTA.02.07 Travel Policy should be deducted from the mileage reimbursement request.

F. Employees participating in work-related business travel may have the option to leave from and return to their Home or APW, rather than reporting first to their APW, based on their supervisor's approval. In the event an employee leaves from or returns to their Home without completing their Normal Commute (i.e., round-trip to/from their APW), adjustments will be required to their private vehicle reimbursement claim.

1. An employee who leaves from their APW and returns to the APW shall not deduct any round-trip Normal Commute mileage from the private vehicle reimbursement claim. The entire trip to/from the travel destination will be eligible for reimbursement.
2. An employee who leaves from their Home but returns to the APW, or leaves from the APW but returns to their Home, shall deduct one-half of their Normal Commute mileage (i.e., half of their round trip mileage from their Home to/from their APW) from the private vehicle reimbursement claim.
3. An employee who leaves from their Home and returns to their Home shall deduct one full round-trip commute mileage (i.e. their round trip mileage from their Home to/from their APW) from the private vehicle reimbursement claim.
4. Private vehicle mileage reimbursement adjustments apply to the date of departure and the date of return only. No additional round trip commute mileage adjustments shall be made for work-related business trips that span multiple days.

4) Cross-References.

- UTA.02.07 UTA Policy Travel Policy

¹ <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>

This UTA Policy was reviewed by UTA's Chief Officers on 04/06/2022, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:

 E17559BFE7DD49E...
 William Gierke, Chief Financial Officer
 Accountable Executive

 Jay Fox
 Executive Director

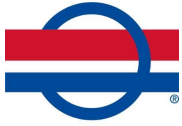
Approved as to form and content:

DocuSigned by:

 70E33A415BA44F6...
 Counsel for the Authority

History

Date	Action	Owner
	Board Approved – UTA.02.08 Mileage Reimbursement Policy	Chief Financial Officer
	Adopted - UTA.02.08 Mileage Reimbursement Policy	Chief Financial Officer



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

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

TITLE:

Executive Director's Report

- Complimentary Fare Update
- GFOA Award
- UTA Tribute - Fares Team

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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

- Complimentary Fare Update (Kensey Kunkel)
- GFOA Award (Bill Greene)
- UTA Tribute - Fares Team (Nichol Bourdeaux, Monica Morton, Kensey Kunkel)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, UTA Chief People Officer
Kenya Fail, UTA Manager of Civil Rights
PRESENTER(S): Willie Black, CAT Committee Chair
Amanda Salmon, UTA ADA Compliance Officer

TITLE:

Committee on Accessible Transportation (CAT): Annual Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

As articulated in the Committee on Accessible Transportation (CAT) Committee Charter adopted by the UTA Board of Trustees on October 30, 2019, it is the responsibility of the CAT Committee Chair to provide an annual update to the Board of Trustees regarding significant CAT Committee accomplishments.

DISCUSSION:

This presentation will update the UTA Board of Trustees regarding significant contributions made by CAT Committee members during the 2021 - 2022 CAT membership year. Ongoing accessibility improvements, as well as the upcoming annual ADA Celebration, will be discussed.

ALTERNATIVES:

N/A

FISCAL IMPACT:

None

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Paul Drake, Director of Real Estate and TOD
Jordan Swain, TOD Project Manager

TITLE:

R2022-06-01 - Resolution Approving the Amended Station Area Plan for Ogden Central Station

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-06-01 to approve the amended Station Area Plan (SAP) for Ogden Central Station

BACKGROUND:

Ogden Central Station Area Plan: "Ogden Onboard" was originally adopted by UTA in the first quarter of 2019. The plan was organized as part of the overall economic analysis of the Ogden-Weber State University Bus Rapid Transit route. Since the completion of Ogden Onboard, Ogden City has been actively engaged in several planning efforts, including "Make Ogden". Make Ogden provides detail regarding the future of the Central Business District, as well as the downtown in general. The proposed amendment reconciles Ogden Onboard and Make Ogden and provides a detailed vision and implementation plan for the properties around the historic Union Station building.

DISCUSSION:

Ogden Central SAP Amendment No. 1:

Ogden City is poised for substantial amounts of economic development. With this amendment in place, the property controlled by UTA will be better incorporated into the City's economic development vision. The vision contained in the proposed amendment describes how UTA may preserve its transit-critical functions within the station area, while allowing for transit-oriented development throughout the district. This amendment provides UTA sufficient direction to pursue a qualified development partner.

Board Policy 5.1 requires the City and the Local Advisory Council to approve the SAP prior to approval by the Board of Trustees. The Local Advisory Council recommended approval of the plan on June 2, 2021 in resolution AR2021-06-01 and Ogden City Council adopted the Ogden Onboard Station Area Plan Amendment on April 19, 2022.

ALTERNATIVES:

UTA may work with consultants to further refine the recommendations. Any additional work will add cost to the contracts and delay to the overall programs.

FISCAL IMPACT:

The proposed amendment will better position UTA and the City to coordinate the redevelopment of the station area in an efficient and fiscally responsible manner.

ATTACHMENTS:

Resolution R2022-06-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE AMENDED STATION AREA PLAN FOR
OGDEN CENTRAL STATION**

R2022-06-01

June 08,2022

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

WHEREAS, the Authority’s Board of Trustees has adopted Board Policy 5.1 – Transit-Oriented Development (the “Policy”); and

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with applicable municipalities; and

WHEREAS, the Amended Station Area Plan for Ogden Central has been updated to include major infrastructural improvements and an implementation plan; and

WHEREAS, the Policy requires the Local Advisory Council (LAC) to review and approve Station Area Plans it determines to be in the best interest of the Authority and the applicable municipalities prior to approval by the Authority’s Board of Trustees; and

WHEREAS, the Authority presented the Amended Station Area Plan for Ogden Central Station to the Local Advisory Council (LAC) for review and approval on June 2, 2021; and

WHEREAS, the Local Advisory Council approved the Amended Station Area Plan for Ogden Central Station by LAC Resolution AR2021-06-01; and

WHEREAS, Ogden City adopted the Amended Station Area Plan for Ogden Central Station on April 19, 2022.

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

1. That the Board of Trustees hereby approves the Amended Station Area Plan for Ogden Central Station attached as Exhibit A.

2. That the corporate seal shall be affixed hereto.

Approved and adopted this 8th day of June 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

56A03BC7C491482...
Legal Counsel

Exhibit A
Amended Station Area Plan
Ogden Central Station

Ogden Onboard

Ogden Station Plan Amendment

Prepared by

DESIGNWORKSHOP

1390 Lawrence Street, Suite 100 | Denver, Colorado 80204 | 303.623.5186

Ogden Station Plan Amendment

The Ogden Station Plan is an amendment of the February 2019 Ogden Onboard to align with the Make Ogden Downtown Master Plan adopted by Ogden City Council in the summer of 2020. The plan considers the orchestration of transit operations with future redevelopment of Utah Transit Authority (UTA)-owned properties to build upon the community vision for Downtown Ogden while maximizing the value of the land.

The overall development framework illustrates creative ways to support ridership, create a catalyst for a TOD hub at Union Station, and maximize catalytic opportunities for the UTA-owned sites.



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Phasing	
Funding & Next Steps	

A Cultural & Innovative Catalyst

Union Station is one of Ogden's most iconic cultural attractions. Recommendations from the Make Ogden Downtown Master Plan strive to take advantage of its history and character to reinforce the importance of the railroad to the city's past and future while also increasing cultural, employment and residential opportunities in Downtown Ogden. Planning for the renovation and expansion of the existing train hall and museum functions within the Union Station building are underway. These improvements will further expand the opportunities and amenities provided to residents and visitors alike. The Ogden Station Plan provides a framework for the nearly 24-acres of UTA-owned property north of the Ogden Union Station campus to become a destination Transit Oriented Development (TOD) neighborhood.

Challenge

The UTA-owned property north of Ogden Union Station is currently underutilized land that could better to contribute to the local economy and quality of life. How can the UTA maximize the benefits within the properties while creating a catalytic TOD hub supporting the future growth of the downtown core? How can UTA develop a campus that meets transit needs while integrating into downtown Ogden?

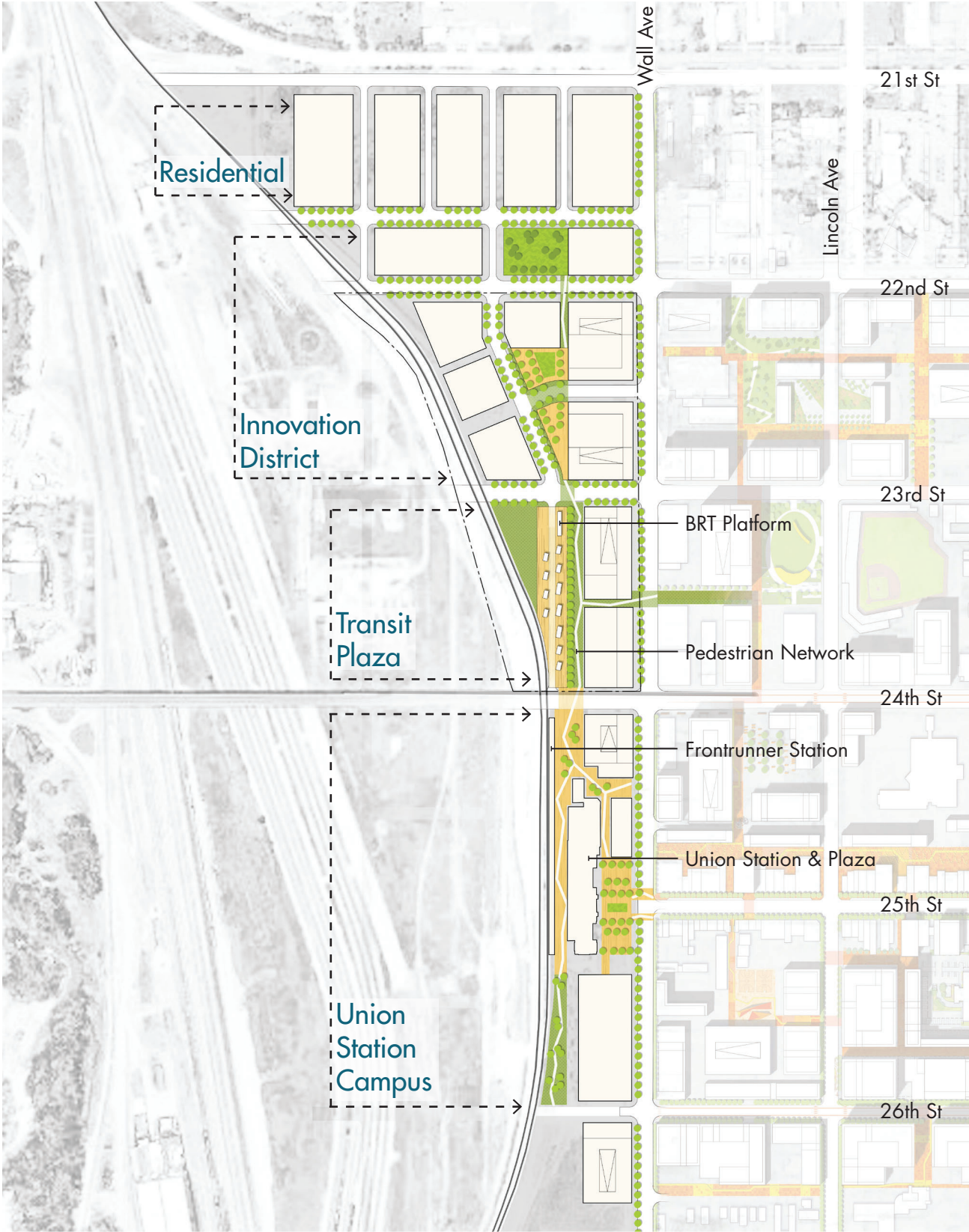
Opportunity

The large, contiguous acreage of the UTA property, its position as a regional transit hub, and the proximity to Ogden Union Station provide an unparalleled opportunity for a destination TOD development that supports anticipated growth and economic opportunity in Downtown Ogden.

Building upon Ogden Onboard and the Make Ogden Downtown Master Plan

The project objective of the Ogden Station is to update the approved Ogden Onboard Plan to reflect the goals and recommendations of the Make Ogden Downtown Master Plan. The Make Ogden Downtown Master Plan recommends the relocation of the Frontrunner terminus south to Union Station as well as targeted redevelopment of the UTA property to contribute to the expansion of employment and provision of goods and services in Downtown Ogden. The Ogden Station Plan aims to support transit operations while creating an implementation framework that allows for the redevelopment of the UTA property into a thriving TOD, reflects the important history of rail in Ogden, and contributes to the comprehensive brand and vision of Union Station.

Overall Vision



Overall Vision

Becoming a Link

Ogden Station has the opportunity to link the past to the present and future of Ogden. The proposed station area plan encourages flow from the future development to Downtown Ogden through the celebration of Ogden Union Station, transforming the isolated transit hub into an integral part of downtown.

Both visitors and everyday users benefit from the transit proximity and options, pedestrian network, and the retail/mixed-use development. The Innovation District provides opportunities for the exchange of ideas and supports the Ogden community of makers and doers through a dynamic employment center.

Union Station Campus



Innovation District



Transit Plaza



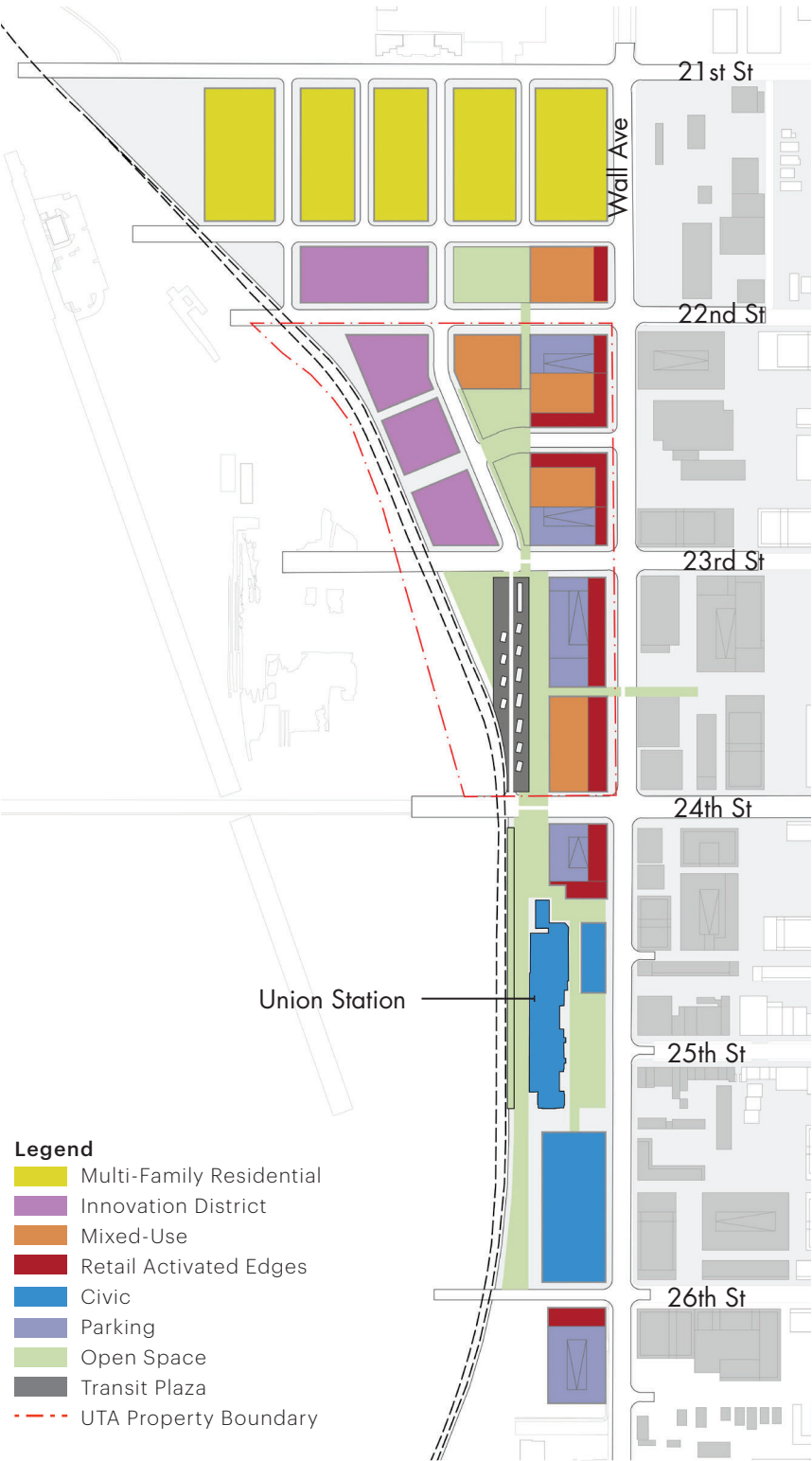
Pedestrian Network



Mixed-Use



Land Use Plan

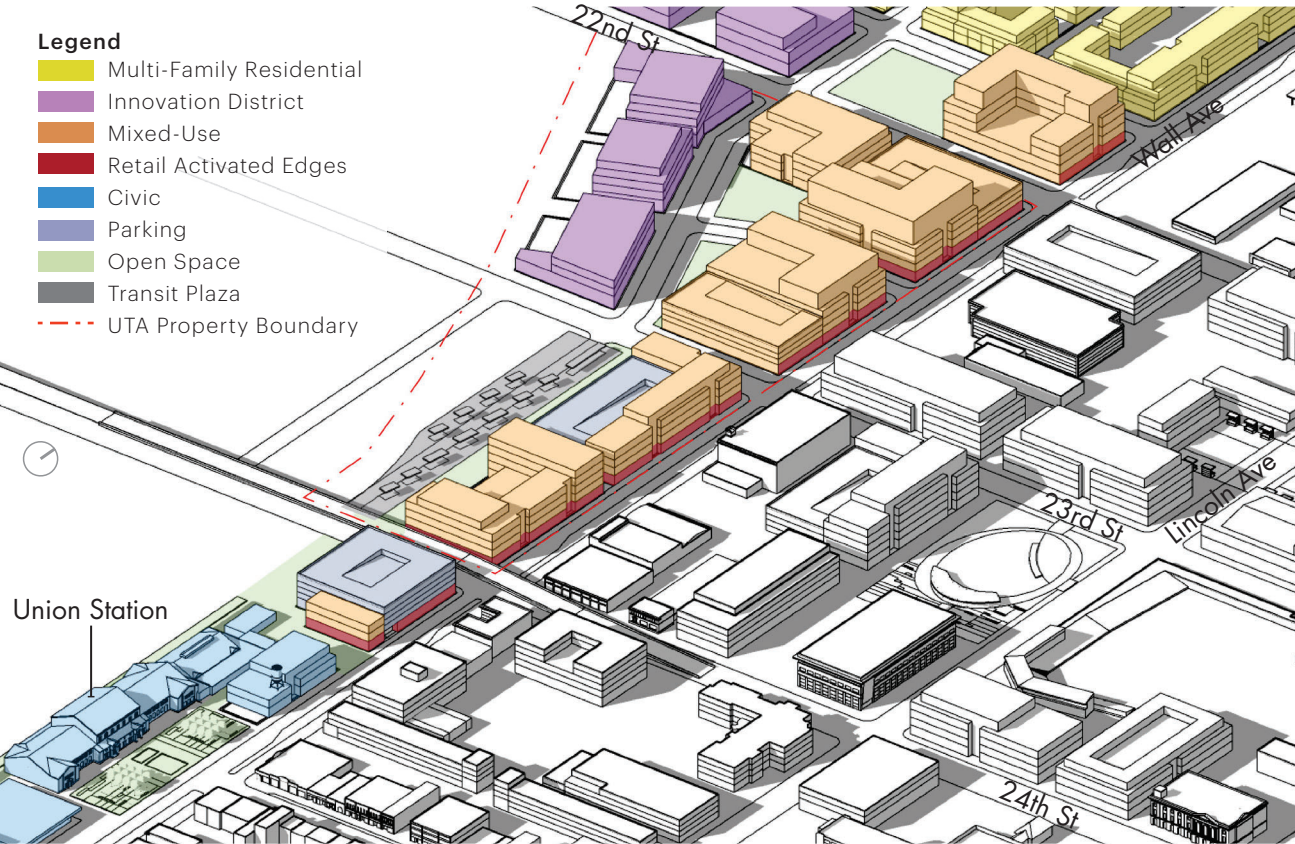


Creating Opportunities

The Land Use Plan builds off of the Make Ogden Downtown Master Plan and develops a destination to live, work and play.

The plan celebrates Union Station by making it a vital part of the future transit infrastructure and creating a firmer connection to 25th Street. An Innovation District envisions an employment center where allied businesses can come together to share ideas and support a community of makers, while mixed-use development provides a transition to the scale and uses in Downtown Ogden.

Density Plan



Growing

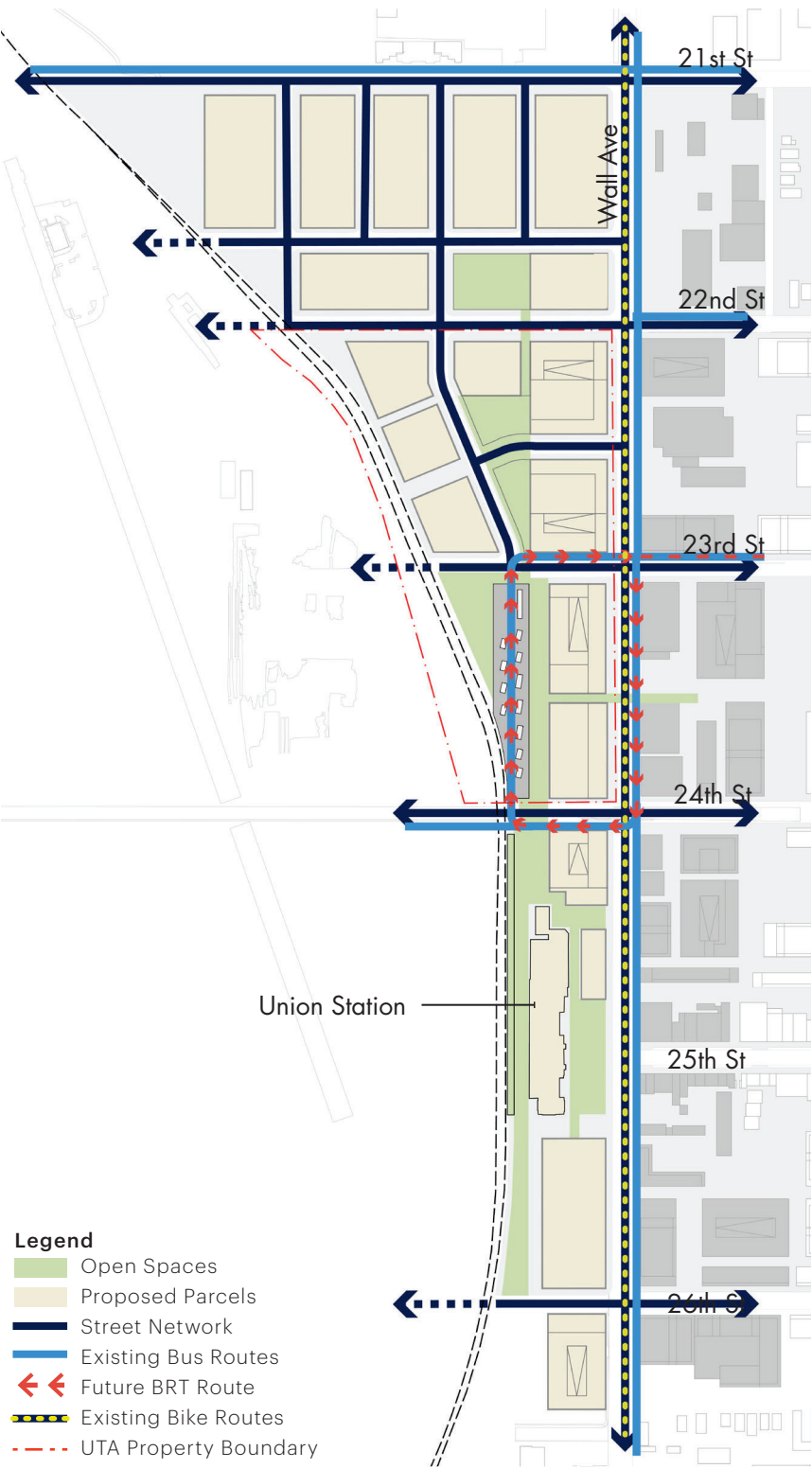
The Ogden Station Plan proposes greater density and mixture of uses as described in the Make Ogden Downtown Master Plan and encourages investment and connections in the community.

The majority of parking is consolidated into parking structures integrated into development parcels to develop a pedestrian oriented campus and create more opportunities for development.

Land Use	Building Height	Aproximate SF	Parking
Mixed-Use	5-8 Floors	8000,000	1,600
Innovation District	2-5 Floors	235,000	350
Park & Ride Facilities	6 Floors	n/a	600
Residential	3-4 Floors	600,000	600
Civic	2-3 Floors	300,000	500
Retail Activated Edges	n/a	24,000	75

UTA Property

Circulation Plan

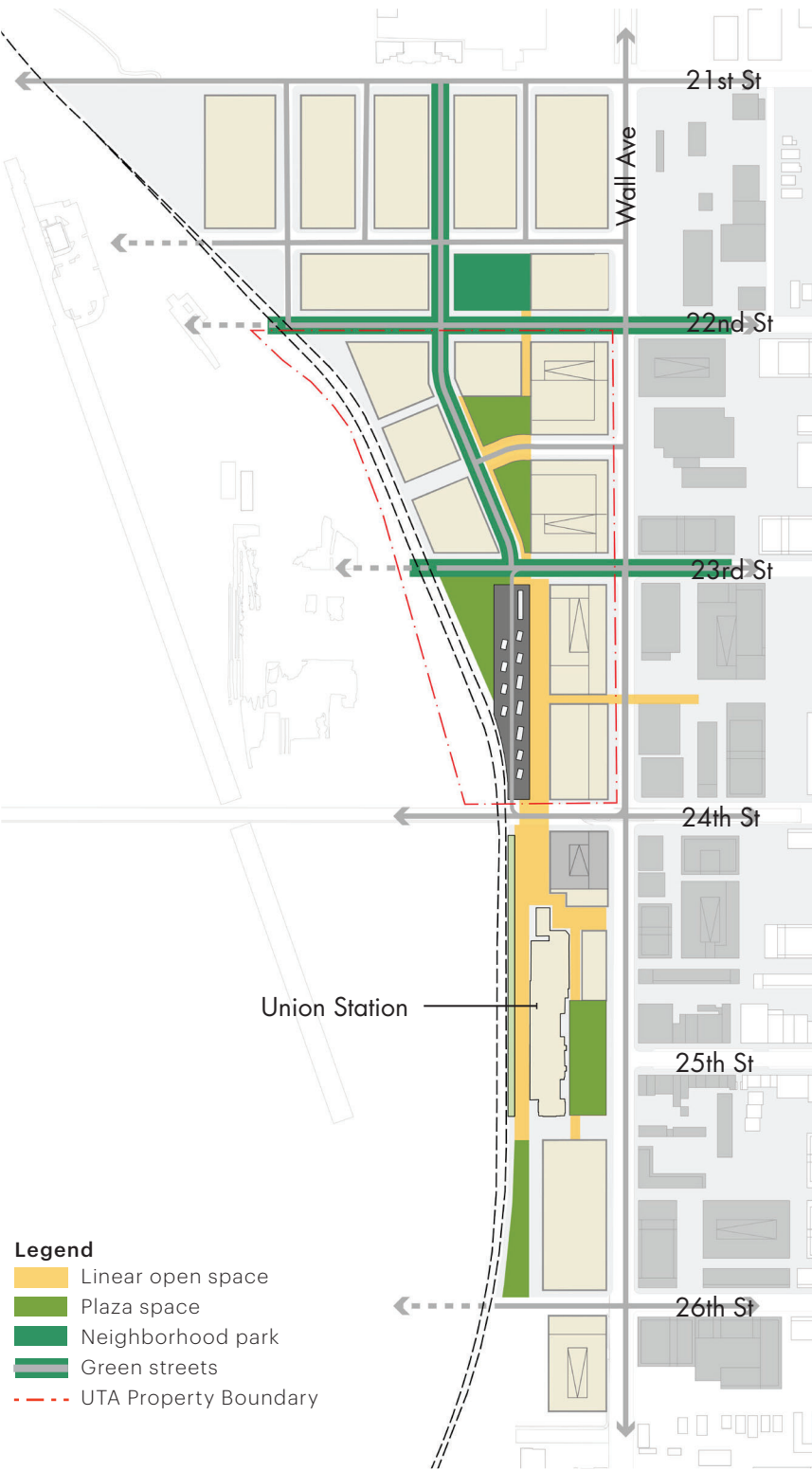


Access and Flexibility

The Ogden Station Plan provides access for existing users and opportunities for future connections and modes of mobility. The plan emphasizes the pedestrian and the links to Downtown Ogden activating the Union Station campus and surrounding developments. As Ogden continues to expand westward, the infrastructure is designed to promote and plan for those connections.

The plan incorporates the proposed bus rapid transit (BRT) and existing bus routes. The pedestrian network links each of these modes of mobility together creating a flow of energy throughout the campus.

Open Space Plan



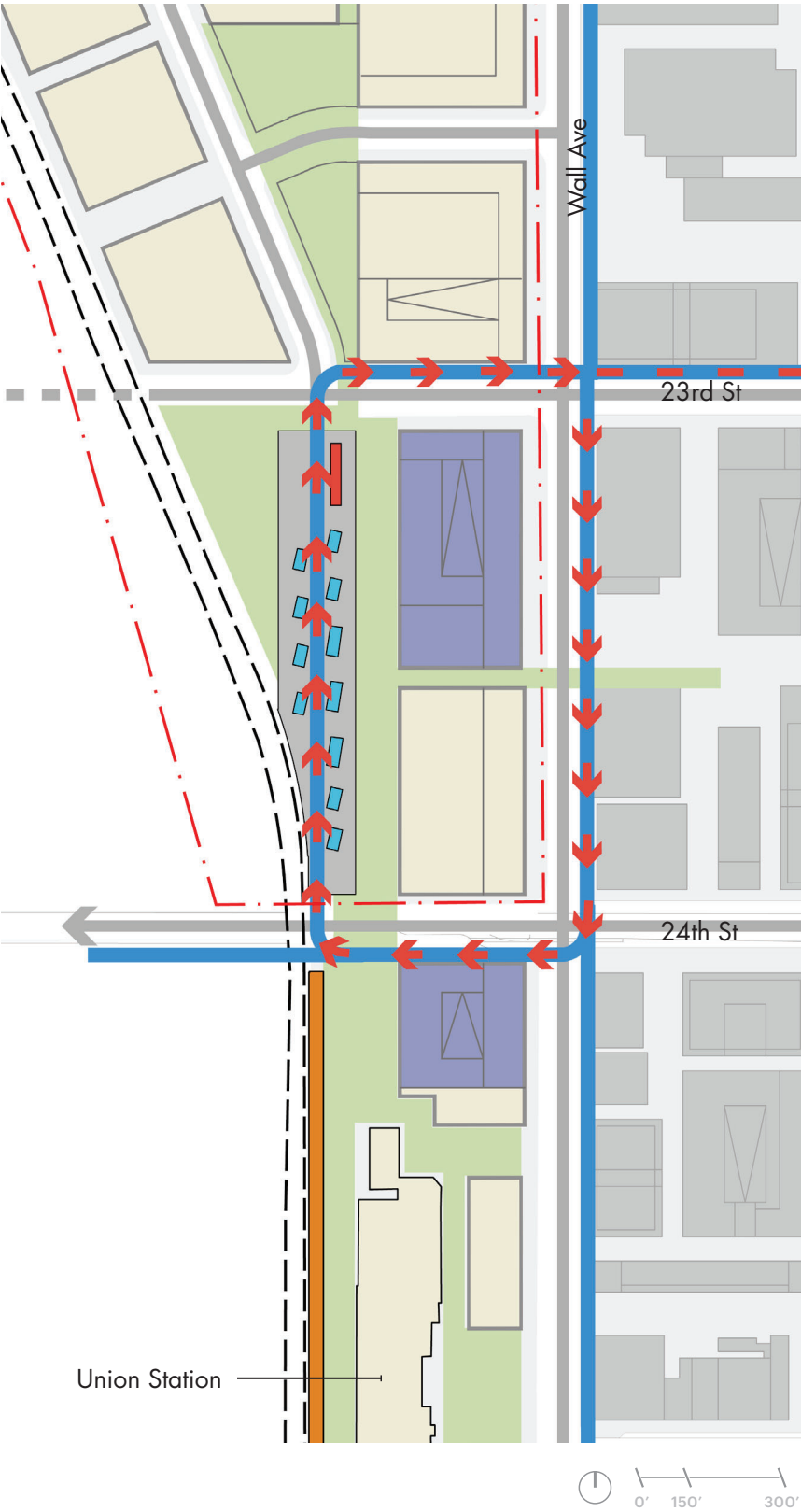
The Backbone

The pedestrian network is the backbone of the Ogden Station Plan. The campus is linked through different pedestrian-oriented spaces that provide amenities to users and interface with the neighboring buildings. The network provides vital connections to surrounding developments and downtown Ogden.

The plaza spaces are a destination for the community, visitors and employees to mingle, celebrate and exchange ideas.

The proposed green streets incorporate resilient, green infrastructure to manage stormwater and minimize the streets' impacts on the environment, while emphasizing the pedestrian realm.

Parking & Transit Plan



Versatility

The Ogden Station Plan provides transit for multiple users both local and regional. The plan consolidates parking in close proximity to the transit plaza and the Frontrunner Station while providing parking for the neighboring uses and downtown Ogden.

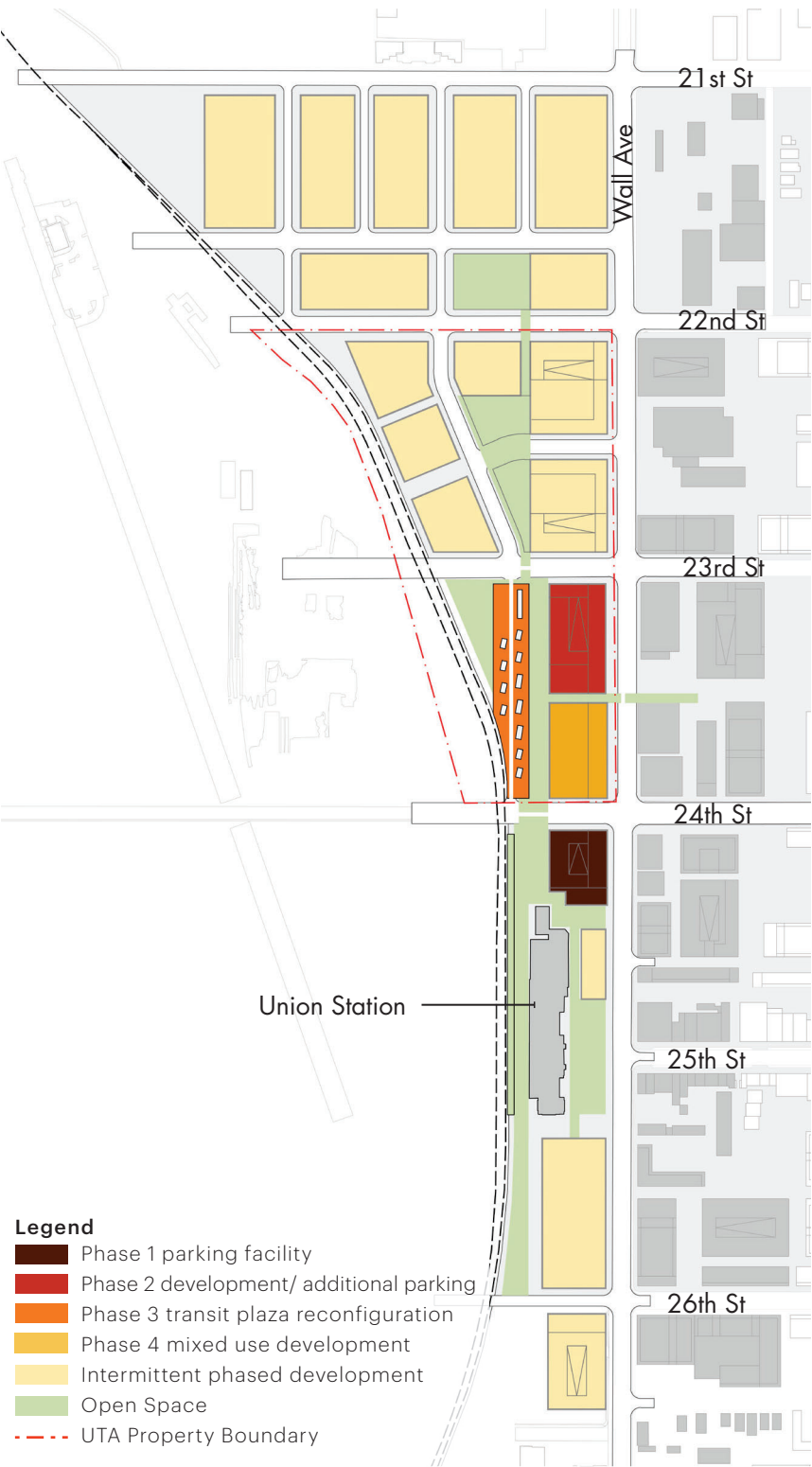
Parking for transit users is located in the shared structure near the transit plaza and relocated Frontrunner station.

The BRT platform is a part of the transit plaza and is accessed through a one-way route, while current bus stops and routes are reoriented and placed along a linear two-way road to simplify circulation.

The Frontrunner Station is potentially relocated to the south, directly adjacent to the Union Station, if and when funding is made available to do so. This will have a positive economic impact within the development, and throughout downtown Ogden.

- Legend**
- Open Spaces
 - Proposed Parcels
 - Parking
 - Bus Stop
 - Future BRT Stop
 - Future Frontrunner Station
 - Existing Bus Routes
 - Future BRT Route
 - UTA Property Boundary

Implementation Plan



The Road Map

The Ogden Station Plan is proposed in four phases to align with the Make Ogden Downtown Master Plan and encourage sustainable growth.

Phase 1 replaces the existing parking lots with a shared parking structure, containing 400 stalls for transit users, on land owned by Ogden City. This consolidates and opens up developable land on UTA property.

Phase 2 is envisioned as a mixed-use development that includes additional parking as needed in support of transit users.

Phase 3 reconfigures the existing bus infrastructure and develops the transit plaza enhancing flow and opening additional developable land on the corner of 24th Street and Wall Avenue.

Phase 4 is a catalytic site strengthening the connection to the Union Station and downtown Ogden.

Development of parcels north of 23rd Street may occur at any time following the completion of the Phase 1 parking structure.

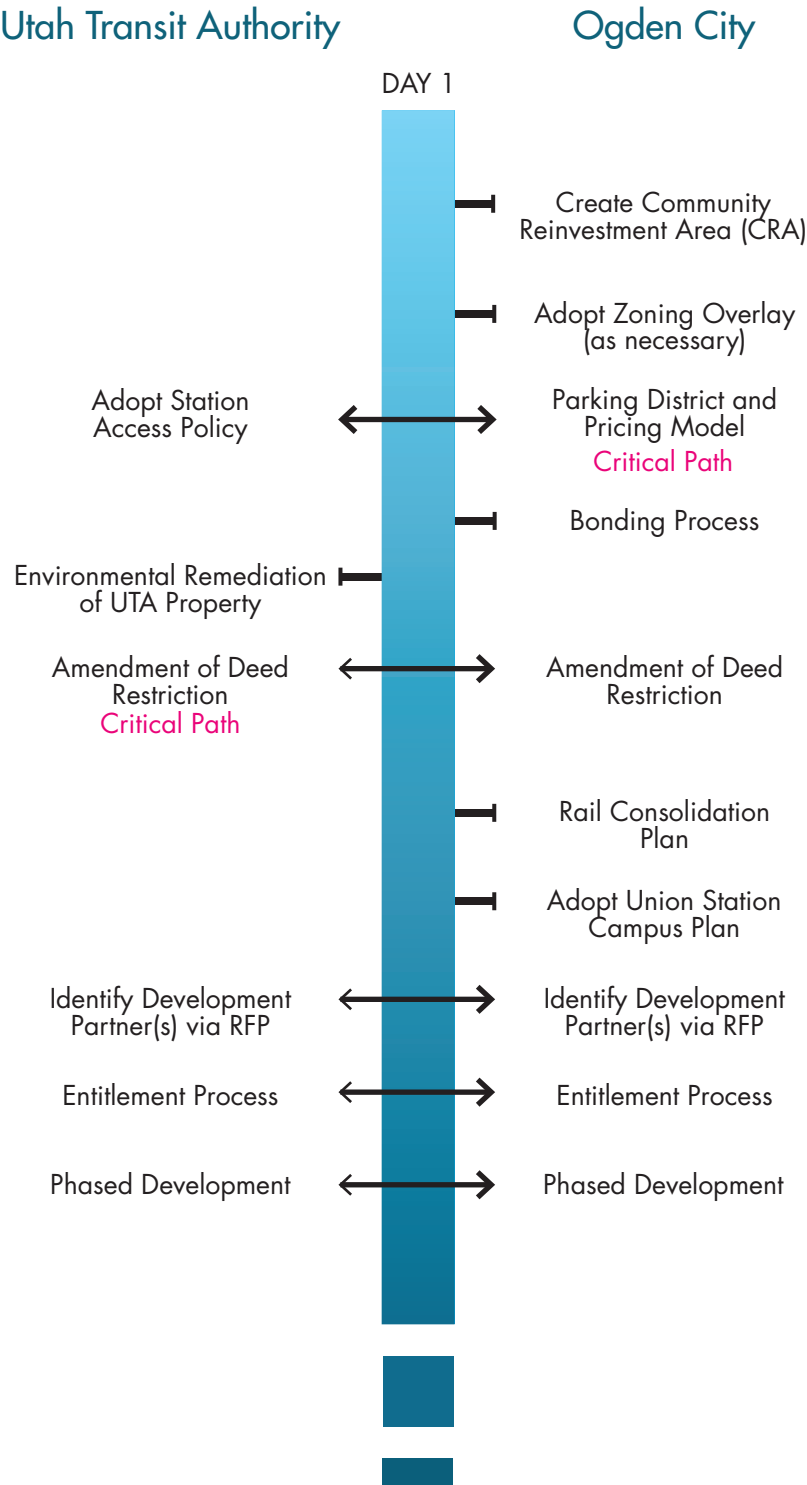


Taking the First Steps

Before the Ogden Station Plan can be implemented, a number of steps must be taken to set down the path for sustainable growth and development. The adjacent vertical timeline identifies steps and interactions between UTA and Ogden City that are necessary to allow for redevelopment to occur.

Planning and obtaining funding for the transit parking is a critical task for development to be successful. Funds shall be obtained from a bond debt and revenues through the CRA and paid parking. The parking structure shall be subsidized for transit users.

The funding for the relocation of the Frontrunner Station shall be through capital funding from the state level. This will require negotiation and cooperation between the UTA Capital Development and the UTA TOD board.





DW Legacy Design®

We believe that when environment, economics, art and community are combined in harmony with the dictates of the land and needs of society, magical places result — sustainable places of timeless beauty, significant value and enduring quality, places that lift the spirit. Design Workshop is dedicated to creating Legacy projects: for our clients, for society and for the well-being of our planet.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
David Hancock, Acting Capital Development Director

TITLE:

Contract: House Bill 322 Implementation and Pass-Through Funds Agreement (UDOT)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve the HB 322 Implementation and Pass-Through Funds Agreement and authorize the executive director to execute the agreement and associated disbursements.

BACKGROUND:

Pursuant to House Bill 322 (HB 322) enacted by the Utah State Legislature during the 2022 General Session, UDOT and UTA are required to enter into an agreement whereby UTA will pay \$5,000,000 per year to UDOT for 15 years "to facilitate the purchase of zero emissions or low emissions rail engines and trainsets for regional public transit rail systems". The minimum payment of \$5,000,000 is paid to UDOT each calendar year by December 31st for 15 years or until the total amount of \$75,000,000 has been paid, whichever occurs first. The first payment is due by December 31, 2022.

DISCUSSION:

This Implementation Agreement provides for the \$5,000,000 per year payment from UTA to UDOT and also cancels UDOT's scheduled June 2022 remaining payment of \$25,400,000 due to be paid to UTA under the 2021 Pass Through Agreement. Other HB 322 implementation matters are not addressed at this time but are intended to be addressed in subsequent addendums to this current Agreement as the need arises. Subsequent addendums will be brought to the Board in accordance with the established Board approval thresholds.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation (UDOT)
Contract Number:	22-P00169
Base Contract Effective Dates:	06/08/2022 - 12/31/2037
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$75,000,000 over 15 years
Procurement Method:	NA
Budget Authority:	State Statute

ALTERNATIVES:

No known alternatives

FISCAL IMPACT:

Once the UTA Board approves the House Bill 322 Implementation Agreement, UTA is obligated to issue payment to UDOT in the amount of \$5,000,000 due the 31st of December each year for 15 years.

The agreement provides UTA discretion to pay all or part of the \$75 million total from a fund source of UTA's choosing as long as the payments comply with the underlying House Bill.

Over the coming months, UTA and UDOT will develop a proposed payment plan including fund source and annual payment amounts (minimum annual payment of \$5 million).

UTA staff will return to the Board to request 2022 appropriation authority to cover the agreed to payment at that time.

ATTACHMENTS:

HB 322 Implementation Agreement

HOUSE BILL 322 IMPLEMENTATION AGREEMENT (FUNDING MEASURES)

This Implementation Agreement (“Agreement”) is entered into as of May 1, 2022, between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Utah Transit Authority (“UTA”), a large public transit district.

RECITALS

WHEREAS, pursuant to House Bill 322 (HB 322) enacted by the Utah State Legislature during the 2022 General Session, UDOT is given oversight and supervisory responsibility for fixed guideway capital development projects that include state funding; and

WHEREAS HB 322 also requires UDOT and UTA to enter into an agreement whereby UTA will pay certain funds to UDOT; and

WHEREAS UDOT and UTA entered into a “Pass Through Funds Agreement” on November 18, 2021, which has been impacted by HB 322; and

WHEREAS UDOT and UTA desire to enter into an agreement for implementation of HB 322 legislative mandates;

AGREEMENT

1. **Scope of Agreement.** This Agreement pertains to fixed guideway capital development projects funding measures as described herein, which means a project to construct a public fixed guideway facility that will add capacity to a fixed guideway and for which state funds are expended. Fixed guideway systems include TRAX, Frontrunner, and Bus Rapid Transit projects operating on a separate right-of-way for the use of public transit¹.
2. **Impact on Existing 2021 PASS-THROUGH FUNDS AGREEMENT.** The PASS-THROUGH FUNDS AGREEMENT entered into by the Parties on November 18, 2021 (the “2021 Agreement”) provides funding to UTA for projects that are now subject to HB 322, and it is hereby amended as follows:
 - a. The payment of \$25,400,000 which is due under the 2021 Agreement to be transferred by UDOT to UTA on June 1, 2022, is hereby cancelled.

¹ Fixed guideway as defined in Utah Code § 59-12-102(48)

- b. Once it is determined how UDOT will exercise oversight and supervision for contracts in support of the fixed guideway capital development projects covered by HB 322, the Parties will agree on the disposition of funds previously transferred to UTA by UDOT under the 2021 Agreement (those funds total \$76,200,000.00).
 - c. All other provisions of the 2021 Agreement shall remain in full force and effect as written therein.
- 3. **UTA Payment Obligation.** UTA shall pay UDOT the amount of \$5,000,000 per year for 15 years. UTA shall have the discretion to pay all or part of the total amount of \$75,000,000 on a timetable and from a funding source of its choosing, provided that the payments comply with H.B. 322, as amended from time to time, and the minimum payment of \$5,000,000 is paid to UDOT each calendar year by December 31st for 15 years or until the total amount of \$75,000,000 has been paid, whichever occurs first.
- 4. **Addenda.** The Parties will cooperate with one another in the execution of additional addenda to this Agreement regarding further implementation matters as the need arises to reach agreements on such matters.
- 5. **Further Assurances.** Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.
- 6. **Modifications.** The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.
- 7. **Miscellaneous.** This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this point and supersedes any prior understandings, agreements, or representations, verbal or written.
9. **Signatures.** Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

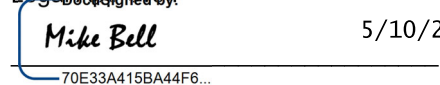
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UTAH TRANSIT AUTHORITY

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Legal Approval:

 5/10/2022
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UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Legal Approval:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction
Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-52 - 7800 South Garfield Grade Crossing (Stacy and Witbeck Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #22-52 to the on-call infrastructure maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute a task order and associated disbursements in the amount of \$254,664.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- 1) Passenger ride quality
 - 2) Automobile cross-traffic ride quality
 - 3) Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of task order #22-52 with Stacy and Witbeck, Inc. to complete one grade crossing replacement project in the amount of \$254,664. UTA is partnering with West Jordan on the project. West Jordan is using our contractor to improve the roadway leading to our crossing. Their portion of the project is \$102,907. UTA's portion is \$151,751. The scope of this request includes full replacement of the 7800 South Grade Crossing on the Garfield Line. The useful life of a grade crossing is approximately 10 years. The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-52
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$17,712,416
Amendment Amount:	\$254,664
New/Total Contract Value:	\$17,967,080
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2022 Budget and West Jordan's reimbursement

ALTERNATIVES:

If we do not perform maintenance on the grade crossing it will deteriorate, negatively impacting freight line service.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

- 1) Task Order

TASK ORDER NO# 22-52**TASK ORDER NAME: 7800 South Garfield Grade Crossing Replacement****PROJECT CODE: SGR385 40-7385.68912**

This is Task Order No. 22-52 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #22-52 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$254,664.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> \$200,000

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarborough, Acting Director of Capital Construction Date
< \$75,000

By: _____
Kyle Stockley, Project Manager Date
< \$25,000

DocuSigned by:

Mike Bell

7063041158A4F6...

Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: 
ACA3AB62608B4E2...
5/16/2022

Date: _____

Stacy and Witbeck

April 8, 2022

On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-619 - 7800 South Garfield Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to rehab the crossing at 7800 South on the Garfield Line in West Jordan City. This work consists of removing and replacing the precast crossing panels, asphalt removal and replacement approximately 50' to the west and 75' to the east. On the east side of the crossing, approximately 2,900 SF of the roadway will receive a complete reconstruct per the design provided to SWI by HNTB and West Jordan City.

Exclusions:

- Railroad Flagging
- Sales Tax on Permanent Materials
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization
- Prevailing wages
- Buy America
- DBE participation

Clarifications:

- Please see detailed list of each bid item below.
- SWI assumes the work window to be a continues shutdown with a full road closure for the duration of the project, with no train movement or vehicular traffic in the area
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7489 (fax)

Stacy and Witbeck

Bid Item 1000 - Field Engineer & Project Controls - 1.00 LS - Total of \$15,931.00 - This bid item includes Stacy and Witbeck field support from field engineer and track superintendent to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 - Safety Program & Administration - 1.00 LS - Total of \$2,687.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 5000 – Traffic and Pedestrian Control - 1.00 LS - Total of \$10,498.00 - This bid item includes the cost to provide a full road closure and detours for the duration of the work. Also includes cost to provide traffic control drawings.

Bid Item 6000 – 7800 South Xing Rehab – West Jordan - 1.00 LS – Total \$102,907.00 – This includes all roadway work outside the signal gate arms on both the east and west sides of the crossing. See inclusive bid items below:

Bid Item 6100 – Remove Asphalt Pavement – This includes saw cutting, demo and haul-off of the existing asphalt outside the signal gate arms, and double handling of materials at SWI yard to dispose of materials.

Bid Item 6200 – Excavation and Subgrade Prep – This includes excavation of the full reconstruct section outside the signal gate arms on the east side of the crossing. Includes purchase, haul, and placement of aggregate base course, and final subgrade prep on all areas outside the signal gate arms on both sides of the crossing.

Bid Item 6300 – Pave Asphalt Pavement – This includes the cost for Staker Parson to mobilize and pave the roadway outside the signal gate arms on both sides of the crossing.

Bid item 7000 – 7800 South Xing Rehab – UTA– 1.00 LS – Total \$99,662.00 - This includes all roadway work inside the signal gate arms on both the east and west sides of the crossing, as well as removal and replacement of the crossing panels, and tamping of the track through the roadway. See inclusive bid items below:

Bid Item 7100 – Remove Asphalt Pavement – This includes saw cutting, demo and haul-off of the existing asphalt inside the signal gate arms, and double handling of materials at SWI yard to dispose of materials.

Bid Item 7200 – Excavation and Subgrade Prep – This includes excavation of the full reconstruct section inside the signal gate arms on the east side of the crossing. Includes purchase, haul, and

Stacy and Witbeck

placement of aggregate base course, and final subgrade prep on all areas inside the signal gate arms on both sides of the crossing.

Bid Item 7300 – Pave Asphalt Pavement – This includes the cost for Staker Parson to mobilize and pave the roadway inside the signal gate arms on both sides of the crossing.

Bid Item 7400 – Remove & Replace Sidewalk and Curb/Gutter – This includes the cost to demo and replace 40 LF of curb and gutter, demo and replacement of 120 SF of sidewalk, haul-off of demo materials, double handling of demo materials at SWI yard.

Bid Item 7500 – Remove, Replace, & Weld Crossing Panels – This includes the cost remove and haul off the existing crossing panels. Includes load, haul, and unload of UTA panels from SWI yard to the crossing, includes replacement of panels and welding of panels.

Bid item 7600 – Tamp and Regulate Crossing - Includes cost for crane to mobilize tamping and regulating equipment. Includes purchase, haul, and placement of 5 Tons of ballast. Includes tamping and regulating the crossing.

Bid Item 10000 – Mobilization – 1.00 LS – Total \$5,212.00 – This bid item includes cost of mobilizing the equipment necessary to perform the work. It also includes portable restroom rental and final project cleanup.

Bid Item 100000 - Fee (5%) - 1.00 LS - Total of \$17,767.00 - This is the 7.5% GMGC fee.

The total price for this scope of work is **\$254,664.00**. If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

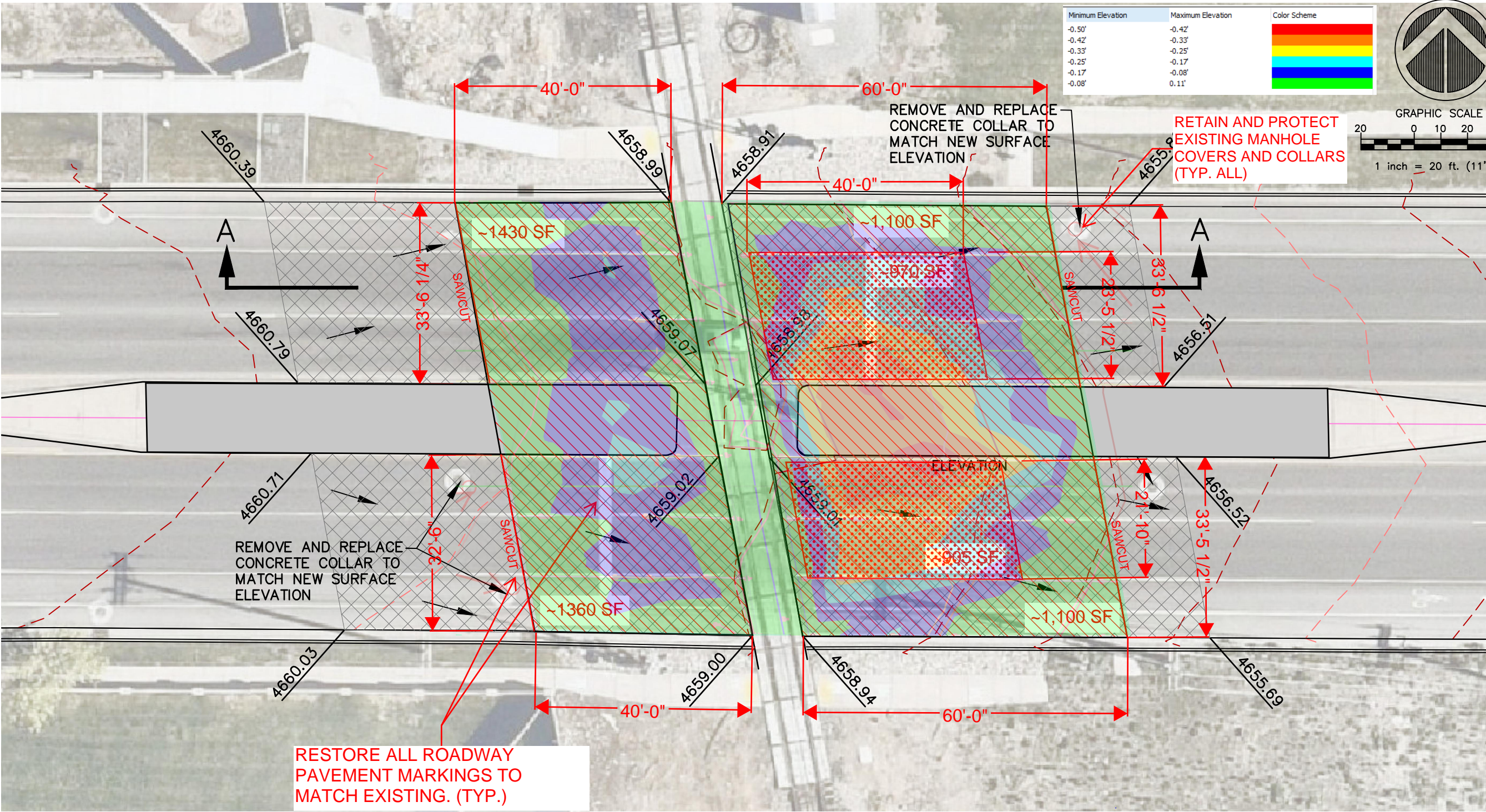


Collin Christensen
Project Manager

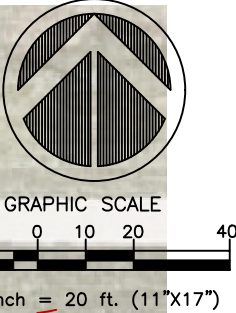
04/08/2022 7:38
22-619 7800 South Garfield Crossing Rehab
*** Collin Christensen, CC

BID TOTALS

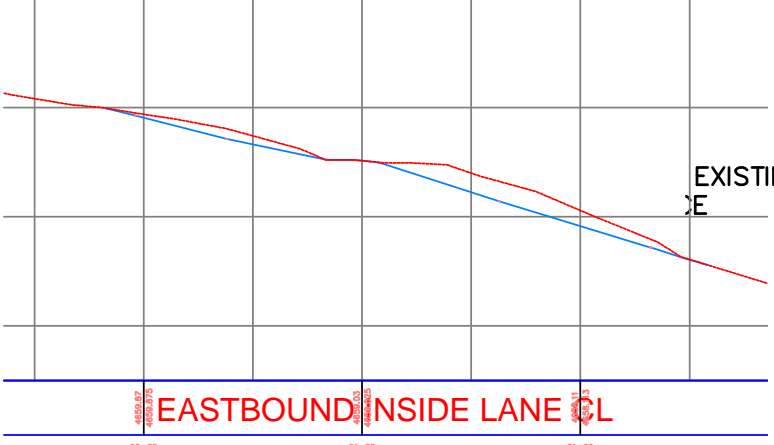
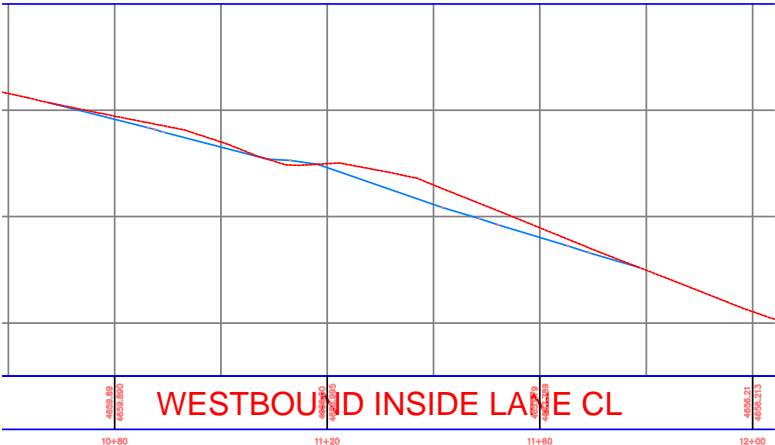
<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	15,931.00	15,931.00
2000	Safety Program & Administration	1.000	LS	2,687.00	2,687.00
5000	Traffic & Pedestrian Control	1.000	LS	10,498.00	10,498.00
6000	7800 South Xing Rehab - West Jordan	1.000	LS	102,907.00	102,907.00
7000	7800 South Xing Rehab - UTA	1.000	LS	99,662.00	99,662.00
10000	Mobilization	1.000	LS	5,212.00	5,212.00
Subtotal					\$236,897.00
100000	Fee (7.5%)	1.000	LS	17,767.00	17,767.00
Bid Total =====>					\$254,664.00



Minimum Elevation	Maximum Elevation	Color Scheme
-0.50'	-0.42'	Red
-0.42'	-0.33'	Orange
-0.33'	-0.25'	Yellow
-0.25'	-0.17'	Green
-0.17'	-0.08'	Blue
-0.08'	0.11'	Purple



- FULL DEPTH REPLACEMENT
6" HMA - 1/2" PG 64-28
8" UTBC 3/4"
- HMA REPLACEMENT
6" HMA - 1/2" PG 64-28
REPROFILE BASE COURSE <3"
- NEW SURFACE AREA
6,865 SF = 3,433 CF
*160PCF = 275 TN
- REMOVE EX. AC
REPROFILE EX. BASE COURSE
ROADWAY EX. UTBC
1/2" HMA
- 355 LF
6,865 SF
4,990 SF
70 CY
6,865 SF = 3,433 CF
*160PCF = 275 TN



CITY OF WEST JORDAN PUBLIC WORKS PROJECTS DIVISION ROAD DESIGN		PROJECT DESIGN ENGINEER DATE APPROVED FOR USE BY WJC DATE DRAWN REV 3-3-22 CHECK CHECK		REVISIONS NO. DATE BY REMARKS	
RAILROAD CROSSING 7800 SOUTH 4655 WEST PLAN SHEET		PROJECT NUMBER PL-1 DWG. NO.		SHT. 1 OF 1	



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction

TITLE:

Change Order: On-Call Systems Maintenance - Task Order #030 - TRAX Operational Simulator (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #030 (TRAX Operational Simulator) to the on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$1,675,857.

BACKGROUND:

In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three-years with two one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
 - Train Control System upgrades, repairs, analysis, and training
 - Stray Current monitoring and analysis
 - OCS/TPSS repair, maintenance, and training
 - Traffic Signal inspections, connections, repairs, and coordination
-

DISCUSSION:

UTA Staff is requesting approval of task order #030 with RMSS.

UTA implemented an operational simulator for the Frontrunner operations group in 2019. UTA Light Rail operations would like to procure a similar simulator designed for the TRAX Light Rail (LRT) environment, which includes all light rail line segments using a simulator modeled after the existing light rail vehicle (LRV) fleet. The simulator comes with realistic CGI environment as well as a realistic operator's area which includes a throttle, brake, reverser, and switch controls. The simulator will be used to train new Light Rail Operators.

This scope of work includes the design, development, programming, construction, testing, and commissioning of an operational training simulator for the TRAX Light Rail and Streetcar systems. While a major portion of this task order will be subcontracted effort, RMSS integration and coordination efforts will be important during both design and construction. In addition, RMSS obtained competitive quotes from several potential vendors before selecting the best value vendor for design and manufacture of the simulator.

The total value of this task order is \$1,675,857, which includes the base scope value of \$1,412,662, option 2 value of \$194,820, and option 3 value of \$68,375. Options 2 and 3 of the proposed task order will provide a second half cab simulator and an additional 50 specific simulated objects.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW-30
Base Contract Effective Dates:	March 2, 2021 through December 31, 2023
Extended Contract Dates:	Two option years through December 31, 2025
Existing Contract Value:	\$8,642,024
Amendment Amount:	\$1,675,857
New/Total Contract Value:	\$10,317,881
Procurement Method:	RFP best value method
Budget Authority:	Approved 2022 capital project budget

ALTERNATIVES:

The agency could opt not to provide a simulator for TRAX training, which could limit training opportunities for TRAX light rail operators.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program.

ATTACHMENTS:

Task Order #030

TASK ORDER NO. 030**TASK ORDER NAME: TRAX Operational Simulator****PROJECT CODE: MSP-272; 40-3272.68912**

This is Task Order No. 030 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of March 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #030 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2023. The Final Acceptance Date for this Task is December 31st, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$1,675,857. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

ROCKY MOUNTAIN SYSTEMS SERVICES:

By: _____
Jay Fox, Executive Director Date
> \$200,000

DocuSigned by:
By: Dan Meservey
EEBD0B44A1004CA...

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

Date: 5/15/2022

By: _____
Jared Scarbrough, Acting Director of Capital Constr. Date
< \$75,000

By: _____
Jared Scarbrough, Project Manager Date
< \$25,000

DocuSigned by:
Mike Bell 5/16/2022
Legal Review Date
7DE33A915BA44F6...

Procurement Review Date



May 5, 2022

RMSS-52598-044

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

Reference: Utah Transit Authority – Systems On-Call Services

Subject: TRAX Operational Simulator

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the design, construction, and deployment of an operational training simulator for the TRAX Rail System.

Our lump sum price for the base scope of this proposal is **\$1,412,662.00**.

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

- RMSS will enlist a qualified vendor to design, construct, and install an operational training simulator as defined in the attached document “*PTO 017 TRAX Simulator RFP - 2022-02-07*”. In summary, the base scope will provide:
 - One (1) desktop simulator with changeable panels to simulate either an S70 or the SD160 type LRV
 - One (1) instructor station
 - One (1) scenario preparation station
 - One (1) observation station
 - One (1) fault station
 - CGI rendering of:
 - approximately 45 miles of track (90 bi-directional miles)
 - fifty-six (56) station stops
 - fifty (50) specific objects
 - varying weather and lighting conditions
 - Two (2) specific train models for:
 - Siemens S70 LRV
 - Siemens SD160 LRV
 - Two (2) weeks of on-site training after site acceptance testing
- Procurement of a training simulator requires extensive coordination between UTA and the qualified vendor. RMSS will provide a project engineer at approximately 25% of full-time to assist in the coordination of:
 - schedule
 - data requests
 - design submittals



- factory and site acceptance testing
- preparation of the installation site
- training
- other needs as applicable
- RMSS will provide deliverables as defined in the attached document *"PTO 017 TRAX Simulator RFP - 2022-02-07"*
- Training will be provided as defined in the attached document *"PTO 017 TRAX Simulator RFP - 2022-02-07"*
- Warranty will be provided as defined in the attached document *"PTO 017 TRAX Simulator RFP - 2022-02-07"*
- The overall timeline of this procurement is approximately fifteen (15) months from the date of execution of the change order for this proposal

The following options are available and will be provided only if specifically directed by UTA upon issuance of a change order to the Systems On-Call Services contract, and the amount shown below added to the base amount shown above:

- Option 1 – Upgrade to a full cab simulator \$354,461
- Option 2 – Add a second ½ cab simulator \$194,820
- Option 3 - Add fifty (50) additional specific objects - \$68,375

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

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

Sincerely,

Area Manager
Rocky Mountain Systems Services

Attachments:

- PTO 017 TRAX Simulator RFP - 2022-02-07

cc:

Marshall Wilson – RMSS
Dan Meserve – RMSS
Doug Jones – RMSS

Procurement lead times may be affected by Covid-19 pandemic

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

UTA - On Call
RMSS-52598-044 TRAX Operational Simulator
Task Order Estimate Summary



5/5/2022

Subcontractors	\$	1,121,907.00
Materials	\$	-
Administrative	\$	83,148.00
Design/Engineering	\$	-
Construction/Testing	\$	-
Travel & Perdiem	\$	2,000.00
Other Costs and Fee	\$	205,607.00
Total:	\$	1,412,662.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Development-Sales
Monica Morton, Fares Director

TITLE:

Special Events Pass Agreement: Ogden Twilight Concert Series (Ogden City Corporation)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract with Ogden City Corporation for the Special Events Pass Agreement

BACKGROUND:

UTA has historically partnered with Ogden City Corporation to offer ticket-as-fare to the Corporation's Twilight Concert Series. This partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid Services include Bus, TRAX, FrontRunner, Streetcar, BRT, and Microtransit.

For contract year 2021, ticket-as-fare for the Ogden Twilight Series was offered through provisions of board-approved resolution "R2021-07-28.

The concert series will once again take place in 2022, and both Ogden City Corporation and UTA desire to partner together to offer ticket-as-fare to the event's ticket holders.

DISCUSSION:

Staff recommends continuing to partner with Ogden City Corporation to offer the Special Events Pass Agreement for their Twilight Concert Series. The pricing for the 2022 concert series will be a flat contract rate of \$25,000. Contract rates are based on estimated usage of the event ticket by authorized users.

To calculate the pricing for this contract:

- 2021 Automatic Passenger Counter data was analyzed
- Actual usage was estimated

CONTRACT SUMMARY:

Contractor Name:	Ogden City Corporation
Contract Number:	22-F0274
Base Contract Effective Dates:	June 1, 2022 through September 30, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$25,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement and forego the additional revenue

FISCAL IMPACT:

\$25,000 in additional revenue

ATTACHMENTS:

- 1) Contract

SPECIAL EVENTS PASS AGREEMENT Ogden City Corporation

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2022, by and between the and Ogden City Corporation, a Utah municipal corporation whose address is 2549 Washington Blvd., Ogden, UT 84401 (“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, Sponsors hosts a Twilight Concert Series on a weekly basis from June 1, 2022 through September 30, 2022.

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Twilight Concert Series using UTA’s transit system.

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Twilight Concert Series.

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 Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Twilight Concert Pass Program. The Parties agree to establish a Twilight Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Twilight Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Twilight Concert Series ticket holders (“Authorized Users”) attending concerts at the Ogden Amphitheater in 2022. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2022.
3. Price. Sponsor shall pay UTA the base purchase price:

Base Price	Authorized Users (Tickets Holders)
\$25,000	50,000

Sponsor shall also provide 20 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 20 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area. The donated tickets as listed above will be given to the public through promotional campaigns to cross-promote the show and using transit.

4. Pass Recognized as Fare Payment. An Authorized User's ticket to a Twilight Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the concert stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the concert. The Special Events Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City Connect Service, Ski Service or any other special service.
5. Payment. On or before June 1, 2022, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within fourteen days of its receipt of the invoice. Sponsor 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.
6. Use of the UTA Logo.
 - a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or 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 the Twilight Concert Series main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.
 - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: 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 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 Special Event Transit Passes to Authorized Users.
 8. Public Transit Services. The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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 Twilight Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
 11. Nondiscrimination. Sponsor 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, 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.

UTAH TRANSIT AUTHORITY

By: _____
Monica Morton
Fares Director

By: _____
Kensy Kunkel
Mgr. Business Development and Sales

SPONSOR

By: _____
Name: Brandon Cooper
Title: Interim Director

By: _____
Name: Lee Ann Peterson
Title: Chief Deputy Recorder

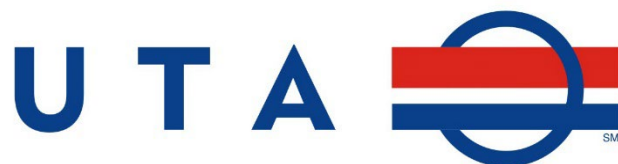
APPROVED AS TO FORM:

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

5/9/2022



Exhibit “A”
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Development - Sales
Monica Morton, Fares Director

TITLE:

Special Events Pass Agreement: Salt Lake Twilight Concert Series (Salt Lake City Corporation)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract with Salt Lake City Corporation for the Special Events Pass Agreement

BACKGROUND:

UTA has historically partnered with Salt Lake City Corporation to offer ticket-as-fare to the Salt Lake Twilight Concert Series. This partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid Services include Bus, TRAX, FrontRunner, Streetcar, BRT, and Microtransit.

For contract year 2021, ticket-as-fare for the Salt Lake Twilight Series was offered through provision of board-approved resolution "R2021-07-28.

The concert series will once again take place in 2022, and both Salt Lake City Corporation and UTA desire to partner together to offer ticket-as-fare to the event's ticket holders.

DISCUSSION:

Staff recommends continuing to partner with Salt Lake City Corporation to offer the Special Events Pass Agreement for their Twilight Concert Series. The pricing for the 2022 concert series will be a flat contract rate of \$12,000. Contract rates are based on estimated usage of the event ticket by authorized users.

To calculate pricing for this contract:

- 2021 Automatic Passenger Counter data was analyzed
 - Actual usage was estimated
-

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	22-F0275
Base Contract Effective Dates:	July 14, 2022 through September 2, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$12,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement and forego the additional revenue

FISCAL IMPACT:

\$12,000 in additional revenue

ATTACHMENTS:

- 1) Contract

SPECIAL EVENTS PASS AGREEMENT Salt Lake City Corporation

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2022, by and between the and Salt Lake City Corporation, a Utah municipal corporation whose address is 451 South State Room 115, Salt Lake City, Utah 84111 (“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, Sponsors hosts a Twilight Concert Series on a weekly basis from July14, 2022 through September 2, 2022.

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Twilight Concert Series using UTA’s transit system.

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Twilight Concert Series.

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 Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Twilight Concert Pass Program. The Parties agree to establish a Twilight Concert Pass Program, whereby Sponsor purchases transit passes for ticket holders to its Twilight Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Twilight Concert Series ticket holders (“Authorized Users”) attending concerts at The Gallivan Center in 2022. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2022, incorporated herein as Exhibit “A” (Event Dates).
3. Price. Sponsor shall pay UTA the base purchase price:

Base Price	Authorized Users (Tickets Holders)
\$12,000	25,000

Sponsor shall also provide 20 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 20 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area. The donated tickets as listed above will be given to the public through promotional campaigns to cross-promote the show and using transit.

4. Pass Recognized as Fare Payment. An Authorized User's ticket to a Twilight Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "B" (the "UTA Logo") and (2) used for fare payment on the date of the concert stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the concert. The Special Events Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City Connect Service, Ski Service or any other special service.
5. Payment. On or before June 1, 2022, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within seven days of its receipt of the invoice. Sponsor 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.
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 or 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 Twilight Concert Series tickets; on the Twilight Concert Series main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.
 - 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 Special Event Transit Passes to Authorized Users.
 8. Public Transit Services. The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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 Twilight Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
 11. Nondiscrimination. Sponsor 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, 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.

UTAH TRANSIT AUTHORITY

SPONSOR

By: _____

By: *Will Sartain*

Monica Morton

Fares Director

Name: William Sartain

Title: Owner/Talent buyer

By: _____

Kensy Kunkel

Mgr. Business Development and Sales

APPROVED AS TO FORM:

DocuSigned by:
Mike Bell 4/14/2022
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Mike Bell
UTA Counsel

**Exhibit “A”
Event Dates**

<u>Event</u>	<u>2022 Date</u>
Event 1	July 14
Event 2	August 6
Event 3	August 11
Event 4	August 16
Event 5	September 2

Exhibit “B”
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director
Kensley Kunkel, Mgr. Business Development & Sales

TITLE:

Special Events Pass Agreement: University Events - Amendment 2 (University of Utah)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Authorize the executive director to enter into Special Events Pass Agreement Amendment 2 with the University of Utah.

BACKGROUND:

The University of Utah (U of U) and the Utah Transit Authority (UTA) have historically partnered to allow tickets to an authorized event on the University's campus to be accepted as fare payment for UTA services on the day of the event.

On July 14, 2021 the Board of Trustees approved Modification no. 1 to contract No. 17-2322JH extending the special pass agreement for one year to July 31, 2022 including a list of approved events. Per the agreement, additional events, not on the approved list, may be added for a negotiated rate upon consensus of both parties. The list of authorized events and details of this agreement can be found in Contract #17-2322JH and #17-2322JH-1.

The U of U will be hosting two (2) Garth Brooks' concerts on June 17 and June 18, 2022. Neither concert was included in the approved contract list. Both parties desire to partner together to allow ticket holders to ride UTA services using their event ticket as proof of fare on the day of the concert.

DISCUSSION:

In the spirit of partnership, the U of U and UTA will amend the current Event Agreement to add the Garth Brooks' concerts hosted by the University on June 17 and June 18, 2022, to the list of approved events. The value of the contract modification is \$112,000 (\$56,000 per show) and will give transit access to an estimated one-hundred and ten thousand (110,000) ticket holders.

CONTRACT SUMMARY:

Contractor Name:	University of Utah
Contract Number:	17-2322JH-2
Base Contract Effective Dates:	September 1, 2017 - August 31, 2022
Extended Contract Dates:	NA
Existing Contract Value:	\$1,200,000
Amendment Amount:	\$112,000
New/Total Contract Value:	\$1,312,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not approve the contract amendment and forego additional revenue of \$112,000

FISCAL IMPACT:

Additional \$112,000 in contract revenue

ATTACHMENTS:

Amendment 2

Modification No. 2
to
SPECIAL EVENTS PASS AGREEMENT

This Modification No. 2 to Special Events Pass Agreement (this “**Amendment**”) is entered into as of 31 May, 2022 (the “**Amendment Effective Date**”) by and between the University of Utah, a body politic and corporate of the State of Utah (“**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). University and UTA are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and UTA agree as follows:

1. Parties desire to amend Exhibit A: “Authorized Special Events” to include two (2) Garth Brooks’ Concerts taking place on June 17-18, 2022
2. The University shall pay UTA the amount of \$112,000 as consideration for the additional events on or before July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

UNIVERSITY OF UTAH

By: Collin Simmons Date: 5/31/2022

Name: Collin Simmons

Title: Director, Auxiliary Services

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name:

Title:

By: _____ Date: _____

Name:

Title:

Approved as to Form:

DocuSigned by:

Michael Bell

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Michael Bell
Assistant Attorney General
Counsel for UTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/8/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux: Chief Planning and Engagement Officer
PRESENTER(S): Megan Waters: Community Engagement Manager
Eric Callison: Manager of Service Planning

TITLE:

August 2022 Change Day

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Change Day is August 7, 2022. August 2022 Change Day will include significant changes and improvements to the UTA system. This presentation describes the rationale and need behind the changes, outlines the engagement and outreach efforts, and presents the planned changes.

DISCUSSION:

A number of factors have contributed to the August 2022 changes:

- Implementation of changes developed in the Salt Lake City Transit Master Plan (2017), UTA Service Choices (2019), and the UTA Five-Year Service Plan (2021)
- Increased coverage, accessibility, and frequency of service in key areas of the transit system
- Providing the best possible service to the greatest number of people within staffing and resource constraints
- Reconcile Covid-19 emergency changes made in April 2020 with federal requirements and processes

UTA conducted public engagement for August Change Day through a variety of methods to reach people from diverse communities, including:

- Public notice
- Public comment period
- Public hearing (virtual)
- UTA Customer Service
- Virtual engagement
- Communication channels

The public comment period was conducted from March 2 to April 1, 2022. 305 comments were received during the public comment period. Comments included route-specific concerns, as well as frequency, connections, reliability, span of service, routing, travel time, and accessibility.

Additional engagement will be conducted between now and change day to share back information with the public and stakeholders, address community- and route-specific concerns, provide information on final planned changes, and support riders in transitioning to service adjustments.

Planned Changes for August 2022 can be summarized under the following headings:

Salt Lake City Sponsored Service

- Route 1: New frequent service between Rose Park/Fairpark and the University of Utah via Downtown Salt Lake City

Salt Lake City Westside

- Route 205: route extended to Rose Park/Fairpark via 600 North
- Service on routes 217, 519, 520, 919, and 920 replaced by new route 1 and extended route 205

Avenues

- Route 209: route extended to Avenues via L/M St, 9th Avenue, and E St
- Route 223: route extended to North Temple Station via 3rd Avenue
- Service on routes 3 and 6 replaced by extended routes 209 and 223

South Davis County

- New UTA On Demand service in Bountiful, Centerville, North Salt Lake, West Bountiful, and Woods Cross
- Service on route F605 and suspended routes 460, 461, 462, 463, and 471 replaced by UTA On Demand

Tooele Valley

- New UTA On Demand service in Grantsville, Stansbury Park, and Tooele
- Route F453: realigned to serve between Benson Grist Mill Park 'n' Ride and North Temple FrontRunner

Station

- Service on routes F400, F402, and F453 south of Benson Grist Mill replaced by UTA On Demand

Other service changes:

- Route 602: UTA will begin running the Wildcat Shuttle at Weber State University in preparation for future OGX service
- Additional routing changes at WSU
- Routes 41, 47, 213, 220: Minor routing adjustments for improved efficiency and operations
- UVX: Service between Provo and Orem FrontRunner stations will improve to 6-minute headways during weekdays

The following changes are needed to bring UTA into compliance with FTA requirements and processes:

- Suspended routes 35M, 307, 313, 320, 354, 456, and 608 will be permanently discontinued
 - Reduced levels of service on routes 17, 45, 47, 54, 62, 205, 223, 227, 248, 472, 473, 601, 604, 612, 613, 625, 626, 627, 645, 833, the East Bay loop on UVX, the TRAX Blue, Red, and Green Lines, and the S-Line Streetcar will be made permanent
 - Suspended routes 2X, 616, 809, and 864 will remain suspended indefinitely
-

ALTERNATIVES:

The board may suggest revisions to the proposed August 2022 Change Day plan.

FISCAL IMPACT:

August Change Day 2022 service costs are included in the adopted 2022 budget. UVX additional service and UTA On Demand funds are in contingency budgets.

ATTACHMENTS:

N/A