



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 10, 2024

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Chair Carlton Christensen
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of December 20, 2023 Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - UTA Commendations
 - Ski Update
 - Trolley and Morgan County Contracts Update
 - Recognition of Mary DeLoretto
 - b. Financial Report - October 2023 Viola Miller
Brad Armstrong
Daniel Hofer
Gregory Andrews
7. **Contracts, Disbursements and Grants**
 - a. Contract: Utility Relocation for Midvalley Bus Rapid Transit Project (Dominion Energy Utah) Andrea Pullos
 - b. Contract: Public Way Lease Agreement for Midvalley Bus Rapid Transit Project (Salt Lake Community College) Andrea Pullos

8. Budget and Other Approvals

- a. UTA Policy - UTA.04.02 Additional Service Requests
Nichol Bourdeaux
Russ Fox

9. Discussion Items

- a. Fare Revenue
Monica Morton
- b. Community Outreach and Events Update
Megan Waters
Cristobal Villegas
- c. Constituent and Customer Service - 2023 Annual Report
Cindy Medford

10. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

11. Open Session

Chair Carlton Christensen

12. Resolutions**13. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, January 24th, 2023 at 1:00 p.m.

14. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_UwtROVUOSwejwIS7cL2xiw and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - 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, January 9th will be distributed to board members prior to the meeting.

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

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

TITLE:

Approval of December 20, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the December 20, 2023, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday December 20, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/880186.html>](https://www.utah.gov/pm/sitemap/notice/880186.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2023-12-20_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 20, 2023

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

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

5. Consent

a. Approval of December 6, 2023 Board Meeting Minutes

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

4. Public Comment

In Person/Virtual Comment

In person comment was given by Lorrin Colby, Jr.

Colby said he called UTA customer service with a complaint regarding FrontRunner trains pulling into alternating sides of the platform. He recommended a solution, which is for trains to pull to the right of their direction of travel. Colby said signage regarding directionality of travel is on the inside of the trains and not the outside. He opined the operational practices he described are confusing to riders.

Colby also expressed frustration with his interaction with customer service, during which he said he was treated disrespectfully. He added he later spoke with a UTA employee on the train [about the platform issue] and the employee told him many UTA employees feel the same way he does, but when employees raise concerns, they are fired. He said he feels he has been

harassed on the train for raising concerns.

(To view public comment in its entirety, see the meeting video located at https://rideuta.granicus.com/player/clip/274?view_id=1&redirect=true&h=679133848c9e94585f78e20dcda102a0.)

Online Comment

No online comment was received.

6. Reports

a. Executive Director Report - UTA Memorial Grove

Jingle Train

Jay Fox expressed appreciation to those who participated in the “jingle train” events during the holiday season.

UTA Memorial Grove

Jay Fox announced the creation of the UTA Memorial Grove, which is a program to honor the memory of those who lost their lives in relation to UTA’s operations or while working for the agency, with a tree planted in their memory.

J. Fox mentioned Peter Joseph Chapman and Dan Christensen, who will be memorialized in the grove. Family members of these two individuals expressed appreciation for the recognition and remembrance of their loved ones.

Chair Christensen called for a recess at 9:30 a.m.

The meeting reconvened at 9:40 a.m.

7. Resolutions

a. R2023-12-06 - Resolution Adopting the Authority’s Final 2024 Budget

Viola Miller, UTA Chief Financial Officer, reviewed the final 2024 operating and capital budgets.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2023-12-07 - Resolution Extending Free Fares on the UVX Line through August 2024

Monica Howe, UTA Fares Director, was joined by Kensey Kunkel, UTA Manager of Fare Strategy. Kunkel explained the resolution, which extends zero fare on the UVX Bus Rapid Transit (BRT) Line to the August 2024 change day, currently scheduled for August

14, 2024.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2023-12-08 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects

Tracy Young, UTA Grants Director, was joined by Gregg Larsen, UTA Manager of Grant Services. Young outlined the resolution, which authorizes the executive director to execute grant agreements for specific projects selected for award as of November 20, 2023, including:

- Midvalley Connector Pre-Award Funds (\$8.13 million)
- 25 CNG Buses (\$17.05 million)
- Transit Signal Priority (\$317,000) (2 grants)
- On-Route Electric Bus Infrastructure (\$1.92 million) (2 grants)
- Locomotive Rebuild (\$80,000)
- Rideshare/Vanpool Management (\$2.08 million) (3 grants)
- Provo to Payson High-Capacity Transit Analysis (\$233,000)
- UTA On-board Technology (\$1 million) (3 grants)
- Provo TIGER Pedestrian Bridge (\$800,000)

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. R2023-12-09 - Resolution Adopting Revised Bylaws

Annette Royle, UTA Director of Board Governance, reviewed five primary updates to the bylaws, which:

- Provide clarity around roles and duties of the Board of Trustees, Local Advisory Council, and officers of the board
- Add oath of office requirements for board officers and officers appointed by the executive director
- Remove the Committee on Accessible Transportation (CAT) as a board committee
- Update provisions for electronic meetings as defined in the Utah Open and Public Meetings Act (OPMA)
- Update the requirements for the recording of UTA Board of Trustees and UTA Local Advisory Council votes

Discussion ensued. J. Fox indicated the agency has requested legal clarification on which officers are required to take an oath of office. Chair Christensen requested the

legal opinion be put in writing.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. **Contract: Operations Work Assignment and Tracking System (Trapeze Software Group Inc.)**

Alisha Garrett, UTA Chief Enterprise Strategy Officer, was joined by Cherryl Beveridge, UTA Chief Operating Officer, and Tigran Melikyan, UTA Director of Business Analysis. Melikyan requested the board approve a seven-year, fixed price contract with Trapeze Software Group Inc. for workforce management software. The total contract value is \$20,996,244.

Discussion ensued. Questions on service planning functionality, cost, budget, ability of vendor to adapt to UTA's business needs, and performance provisions in the contract were posed by the board and answered by staff.

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

b. **Contract: UTA Headquarters and Salt Lake Central Redevelopment Preconstruction Advisory Services (Okland Construction Company, Inc.)**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Sean Murphy, UTA Facility Development Supervisor. Murphy requested the board approve a \$861,486 contract with Okland Construction Company, Inc. for Phase I preconstruction services on the new UTA headquarters building and Salt Lake Central redevelopment.

Discussion ensued. A question on procurement plans for future phases of the project was posed by the board and answered by Murphy.

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

c. **Contract: Route Restoration and Equity Index Study (X-Factor Strategic Communications, LLC)**

Russ Fox, UTA Director of Planning, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning, and Alivia Vaughns, UTA Strategic Planner I. Beim requested the board approve a \$277,000 contract with X-Factor Strategic Communications, LLC to create an equity index to inform route restoration and future planning.

Discussion ensued. Questions on other models UTA has used to assess equity and how

high growth areas will be treated in the study were posed by the board and answered by Beim.

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

d. Contract: 2023-2024 On-Board Survey (Resource Systems Group Inc.)

Russ Fox was joined by Alex Beim and Dede Murray, UTA Strategic Planner III. Beim requested the board approve a \$674,998 contract with Resource Systems Group Inc. for a federally mandated on-board customer survey.

Discussion ensued. Questions on whether customer origination data and preferred services will be included in the survey, as well as questions on budget, cost comparison to the previous survey, and completion timeline were posed by the board and answered by staff.

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

e. Contract: UTA Support Fleet Purchase Order (Ken Garff West Valley Ford, LLC)

Daniel Hofer, UTA Director of Capital Programs & Support, was joined by Jesse Rogers, UTA Bus Vehicle Procurement Project Manager. Rogers requested the board ratify a \$2,905,403 purchase order with Ken Garff West Valley Ford, LLC for the purchase of 57 vehicles.

Discussion ensued. Questions on vehicle types, availability, and delivery were posed by the board and answered by staff.

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

f. Contract: UTA Support Fleet Purchase Order (Tony Divino Toyota)

Daniel Hofer was joined by Jesse Rogers. Rogers requested the board ratify a \$2,162,881 contract with Tony Divino Toyota for the purchase of 58 vehicles.

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

g. Contract: Critical Connections Study Funding Agreement (Redevelopment Agency of Salt Lake City, Salt Lake City, UDOT)

Patti Garver, UTA Manager of Environmental Compliance & Sustainability, was joined by Joe Taylor with Salt Lake City. Garver requested the board approve a \$500,000 funding agreement with the Redevelopment Agency of Salt Lake City, Salt Lake City, and the Utah Department of Transportation (UDOT) for a portion of the local match required for a grant that will fund a critical connections study. The study will evaluate east-west connections in Salt Lake City, among other things.

Discussion ensued. Questions on the budget source of the UTA funds, study deliverables, and study scope were posed by the board and answered by Garver and Taylor.

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

h. Contract: UTA Retirement Plan Investment Management Services (Cambridge Associates, LLC)

Kim Shanklin, UTA Chief People Officer, requested the board approve a \$2,600,000 contract with Cambridge Associates, LLC for retirement plan investment management services. The contract has a five-year base term with an additional five one-year options, which would require future Board approval.

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

i. Change Order: Onsite Wellness Clinic Services Amendment No. 3 - Contract Extension and Ratification of Past Disbursements (CareATC)

Kim Shanklin requested the board approve a \$3,600,000 change order to the contract with CareATC for onsite wellness clinic services. The change order extends the contract by two years (beyond the option years) and includes coverage for an additional clinic location at the Timpanogos business unit. A request was also made to ratify past disbursements in the amount of \$1,500,000 that did not have prior board approval.

Discussion ensued. Questions on the contract extension and onsite clinic benefits (i.e., return on investment) were posed by the board and answered by Shanklin. Chair Christensen requested information on a long-term benefits strategy.

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

Chair Christensen called for a recess at 10:47 a.m.

The meeting reconvened at 10:55 a.m.

j. Change Order: On-Call Systems Maintenance Contract Task Order #24-002 - 2024 TDX and Network Maintenance (Rocky Mountain Systems Services)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Dean Hansen, UTA Manager of Systems Engineering. Hansen requested the board approve a \$600,000 task order to the contract with Rocky Mountain Systems Services for engineering, testing, training, and troubleshooting the TRAX and FrontRunner dispatch software and train control network.

Discussion ensued. A question on the status of reprocurring on-call services was posed by the board and answered by staff.

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

k. Change Order: On-Call Systems Maintenance Contract Task Order #24-003 - 2024 General Engineering and Maintenance Support (Rocky Mountain Systems Services)

Jared Scarbrough was joined by Dean Hansen. Hansen requested the board approve a \$300,000 task order to the contract with Rocky Mountain Systems Services for general engineering and maintenance support on various state of good repair projects.

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.

l. Change Order: On-Call Systems Maintenance Contract Task Order #23-025 - 450 E. Crossover Materials (Rocky Mountain Systems Services)

Jared Scarbrough was joined by Dean Hansen. Hansen requested the board approve a \$790,040 task order to the contract with Rocky Mountain Systems Services for the procurement of long-lead materials required to convert the manual crossing at 450 East to a signalized powered interlocking.

Discussion ensued. Questions clarifying the capital project associated with the materials procurement and timeline for project completion were posed by the board and answered by staff.

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.

m. Change Order: On-Call Systems Maintenance Contract Task Order #24-001 - 2024 Key Personnel (Rocky Mountain Systems Services)

Jared Scarbrough was joined by Dean Hansen. Hansen requested the board approve a \$819,166 task order to the contract with Rocky Mountain Systems Services for contracted personnel services through October 31, 2024.

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.

n. Change Order: On-Call Systems Maintenance Contract Task Order #23-026 - 200 S. Boring Services (Rocky Mountain Systems Services)

Jared Scarbrough was joined by Dean Hansen. Hansen requested the board approve a \$270,974 task order to the contract with Rocky Mountain Systems Services for boring services to construct a conduit path and install micro-duct fiber from 400 West to 500 West in Salt Lake City to support the installation of 10 new bus stops along 200 South.

The total contract value with Rocky Mountain Systems Services, including all task

orders discussed in today's meeting, is \$25,427,235.

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.

- o. Change Order: On Demand Technologies Master Service Agreement Cost Estimate Increase and Service Order No. 5 - Southern Davis County & Southern Salt Lake County (River North Transit, LLC / Via)**

Hal Johnson UTA Acting Director of Innovative Mobility Solutions, was joined by Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions, and Todd Mills, UTA Director of Supply Chain. Quinn requested the board approve an increase in the approved cost estimate for the On Demand Technologies Master Service Agreement. The new cost estimate is \$44,500,000. Quinn also requested approval of a not-to-exceed \$21,793,653 service order with River North Transit, LLC / Via to provide three years of On Demand service in south Davis County and south Salt Lake County. The total contract value, including the service order, is \$44,290,098.

Discussion ensued. Questions on the original scope of work, contract management, and accuracy of vendor cost projections were posed by the board and answered by staff.

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

- p. Revenue Change Order: Second Amendment to the Microtransit Cooperative Agreement (Salt Lake City Corporation)**

Hal Johnson was joined by Shaina Quinn and Todd Mills. Quinn requested the board approve a \$3,000,000 amendment to the microtransit cooperative agreement with Salt Lake City Corporation to support one year of On Demand service on the west side of Salt Lake City.

Discussion ensued. A question on services included with the amendment was posed by the board and answered by staff.

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

- q. Pre-Procurements**
 - Wayfinding Phase II - Blue Line**
 - Right of Way Program Manager**

Todd Mills was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, and G.J. LaBonty, UTA Manager of Customer Experience. Mills indicated the agency intends to procure the goods and services outlined on the meeting agenda.

Discussion ensued. Questions on UTA's current approach to wayfinding and adequacy of planned signage installation were posed by the board and answered by staff.

9. Service and Fare Approvals**a. Promotional Fare Request: 2024 UTA On Demand Service Multi-Rider Fare**

Kensey Kunkel was joined by Shaina Quinn. Kunkel requested the board approve a one-year extension to the promotional multi-rider fare on On Demand service. She indicated revenue would be reduced but would be offset by service efficiencies savings.

Discussion ensued. Questions on the process for matching the number of riders with available seats and potential for implementing a multi-rider fare structure were posed by the board and answered by staff.

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

b. Fare Agreement: Ski Bus Agreement (Davis County)

Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, was joined by Russ Fox and Kensey Kunkel. Glenn requested the board approve an \$85,641 agreement with Davis County for 2023-2024 ski service between Layton FrontRunner Station and Snowbasin Ski Resort.

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

c. Fare Agreement: Ski Bus Agreement (Snowbasin Resort Company)

Camille Glenn was joined by Russ Fox and Kensey Kunkel. Glenn requested the board approve a \$74,574 agreement with Snowbasin Resort Company for transit passes to be given to authorized users during the 2023-2024 ski season.

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

d. Fare Agreement: Ski Bus Agreement (SMHG Management LLC/Powder Mountain)

Camille Glenn was joined by Russ Fox and Kensey Kunkel. Glenn requested the board approve an \$83,464 agreement with SMHG Management LLC/Powder Mountain for transit passes to be given to authorized users during the 2023-2024 ski season.

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

10. Discussion Items**a. Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds**

Viola Miller was joined by Brian Baker with Zions Public Finance. Baker reviewed the outcomes of the recent bond tender, including:

- Tendering offers were only accepted on the 2015A tax exempt, 2019B and 2020B taxable bonds. No 2016 bonds were accepted due to higher tax-exempt rates, but the bonds will be eligible for potential refunding in 2026.
- Tendering participation overall was 35.7% (based on total outstanding bonds) and 45% (based on maximum principal amount eligible for acceptance).
- UTA accepted \$101,175,000 in tendered bonds (out of \$155,110,000 that were submitted for tendering), but due to the meaningful discount at which taxable bonds were purchased, UTA only had to borrow \$77,600,000 in tax-exempt refunding bonds to satisfy the tender.
- The tender also improved future optionality by replacing bonds with an average coupon of 3.4% with new, 5% coupon tax-exempt bonds.

Ultimately, UTA reduced principal debt by \$23,575,000 and saved overall interest of \$11,481,261 over the next 20 years.

Discussion ensued. Questions on the refunding bond rate and transaction participants were posed by the board and answered by Miller and Baker.

b. UTA Moves 2050 - Long Range Transit Plan (LRTP)

Russ Fox was joined by Megan Waters, UTA Community Engagement Director, Alex Beim, and Dede Murray. Beim explained the purpose of the LRTP and provided an overview of its development. The plan correlates with the UTA Strategic Plan and addresses coordinating investment strategy with growth.

Waters discussed community engagement efforts and feedback received. Comments indicated a need for increased frequency, FrontRunner improvements and extensions, and expanded coverage and new routes.

Beim spoke about four potential investment strategies, an unconstrained “vision network,” and a constrained plan network. He also addressed concurrent planning efforts (e.g., Point of the Mountain, FrontRunner Forward, etc.) and community vision concepts. He concluded by discussing the LRTP iterative life cycle.

Discussion ensued. Questions on efforts to ascertain stakeholder feedback on the final plan and strategies for communicating the final plan were posed by the board and answered by staff. Trustee Acerson suggested aligning the LRTP with customer expectations and Trustee Christensen recommended incorporating the economic value of planning decisions in the LRTP. The board collectively expressed an interest in utilizing the plan to communicate a vision for transit along the Wasatch Front.

Chair Christensen requested staff provide a copy of the LRTP to the UTA Local Advisory Council well in advance of their next meeting.

c. Community Outreach and Events Update

This item was deferred to a future meeting.

11. Other Business

- a. Next Meeting: Wednesday, January 10th, 2024 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:18 p.m.

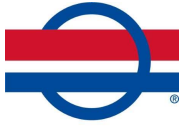
Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmnn/sitemap/notice/880186.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/274?view_id=1&redirect=true&h=679133848c9e94585f78e20dcda102a0.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 1/10/2024

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

TITLE:

Executive Director Report

- UTA Commendations
- Ski Update
- Trolley and Morgan County Contracts Update
- Recognition of Mary DeLoretto

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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

- UTA Commendations - Maria Bisel (Cherryl Beveridge, Camille Glenn)
- Ski Update (Andres Colman)
- Trolley Bus and Morgan County Ski Contracts Update (Jay Fox)
- Recognition of Mary DeLoretto (Jay Fox)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

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

TITLE:

Financial Report - October 2023

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

At the January 10, 2024 meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- October 2023 Board Dashboard
- October 2023 Operating Variance Memo
- October 2023 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: October 31, 2023

Financial Metrics	Oct Actual	Oct Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Sep '23 mm \$)	\$ 43.8	\$ 44.2	\$ (0.41)	-0.9%	\$ 357.6	\$ 351.2	\$ 6.43	1.8%
Fare Revenue (mm)	\$ 2.8	\$ 3.1	\$ (0.22)	-7.1%	\$ 29.9	\$ 29.7	\$ 0.21	0.7%
Operating Exp (mm)*	\$ 28.3	\$ 33.3	\$ 5.01	15.1%	\$ 314.9	\$ 339.3	\$ 24.36	7.2%
Subsidy Per Rider (SPR)*	\$ 7.41	\$ 11.18	\$ 3.77	33.7%	\$ 9.76	\$ 11.18	\$ 1.42	12.7%
UTA Diesel Price (\$/gal)	\$ 3.45	\$ 3.90	\$ 0.45	11.5%	\$ 3.21	\$ 3.90	\$ 0.69	17.7%
Operating Metrics	Oct Actual	Oct Budget	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	3.43	2.94	0.5	16.6%	29.20	26.39	2.8	10.6%
Energy Cost by Type (October YTD Monthly Average)								
	Diesel Bus (Cost per Mile)				\$ 0.62			
	Diesel CR (Cost per Mile)				\$ 5.36			
	Unleaded Gas (Cost per Mile)				\$ 0.44			
	CNG (Cost per Mile)				\$ 0.36			
	Bus Propulsion Power (Cost per Mile)				\$ 0.71			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.94			

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

*Amended 2023 Budget

SUBJECT: October 2023 Variance Analysis

DATE: Dec 1, 2023

FROM: CFO – Viola Miller

TO: Executive Director – Jay Fox

Highlights

October 2023 UTA ridership was over forecast by 20.2% and exceeded October 2022 by 16.6%. 2023 YTD UTA ridership exceeds forecast by 5.5% and the same period in 2022 by 10.6%.

October revenue was \$4.5M under budget once the \$20.3M non-cash item (interest savings for bond tendering) was removed from the total. YTD revenue exceeds budget by \$19.8M once the “non-cash” item is removed. If the interest savings are included, October revenue is \$15.8M over budget and October YTD is \$40.1M over budget. Operating expenses were under budget by \$5.0M / 15.1% in October. YTD operating expenses are \$18.9M / 7.0% under budget.

Actual accrued October 2023 Sales Tax revenue was \$35.7M which is \$0.9M / 2.5% below budget. YTD 2023 accrued Sales Tax revenue is \$395.1M which exceeds budget by \$7.3M / 1.9%. 2023 October YTD Sales Tax revenue is \$8.8M / 2.3% higher than the same period in 2022. *Note: UTA Sales Tax revenues are reported by the state with a one-to-two-month lag with current month numbers reflecting an accrued estimate.*

Diesel fuel cost per gallon in October 2023 was \$0.45 / 11.5% below budget. October 2023 diesel fuel cost/gal averaged \$3.45 vs. October 2022 average price of \$4.25. 2023 YTD diesel average price/gal is \$3.21 compared to budget diesel price of \$3.90.

2023 ANALYSIS

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

**UTA System Ridership
YTD October 2023**

YTD	Oct 2023 Actual	Oct 2023 Forecast	Oct 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	14,958,649	13,709,702	13,142,464	1,816,185	1,248,947	13.8%	9.1%
Salt Lake	9,161,839	8,047,363	8,166,405	995,434	1,114,476	12.2%	13.8%
Ogden	2,623,674	2,769,592	2,208,468	415,206	(145,918)	18.8%	-5.3%
Timp	3,173,135	2,892,746	2,767,591	405,544	280,389	14.7%	9.7%
Light Rail	9,166,796	9,416,425	9,121,024	45,772	(249,629)	0.5%	-2.7%
FrontRunner	3,123,872	2,943,081	2,697,027	426,845	180,791	15.8%	6.1%
Micro Transit¹	336,083	382,875	182,050	154,033	(46,792)	84.6%	-12.2%
Paratransit	736,673	659,511	661,715	74,959	77,163	11.3%	11.7%
Van Pool	877,746	577,336	587,910	289,836	300,410	49.3%	52.0%
Total Ridership	29,199,819	27,688,930	26,392,189	2,807,630	1,510,889	10.6%	5.5%

¹ Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership in October 2023 YTD was 29.2M which exceeded the YTD ridership forecast of 27.7M by 5.5%. This amounted to 2.8M / 10.6% more trips than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 3.1M passengers in October 2023 YTD compared to a ridership forecast of 2.9M which resulted in exceeding forecast by 6.1%. This is approximately 15.8% higher than 2022 ridership of 2.7M.¹

TRAX ridership YTD in October 2023 was 2.7% below the 2023 forecast with 249.6K fewer riders than projected. During October, the 2023 YTD ridership in TRAX outpaced YTD 2022 ridership for the same period. October 2023 YTD amount is now 0.5% higher (September 2023 YTD was 1.5% lower) than 2022 ridership of 9.1M riders.

Bus ridership in October 2023 YTD was 15.0M compared to a forecast of 13.7M, so ridership exceeded forecast by 9.1%. October 2023 YTD ridership exceeded 2022 totals by \$1.8M / 13.8%.

Paratransit/Flex October YTD 2023 ridership exceeded 2023 forecast of 659.5K by 11.7%, with UTA providing 736.7K trips. This is 11.3% higher than 2022 ridership of 661.7K.

Microtransit October 2023 YTD ridership was under forecast by 46.8K / 12.2%. Microtransit started south Davis County and Tooele County service in August of 2022, so YTD October 2022 values are not comparable.

Van Pool ridership in October 2023 YTD was 877.7K versus a forecast of 577.3K, which is 52.0% above forecast. 2023 ridership is 49.3% higher than in 2022.

¹ Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

Operating Financial Results

October 2023



OPERATING FINANCIALS

October 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year			Revenue		Prior Year Actual	Current Year			TOTAL REVENUE
	Actual	A Budget	Variance				Actual	A Budget	Variance	
\$ 42.3	\$ 35.7	\$ 36.6	\$ (0.9)	-2.5%	Sales Tax (Oct accrual)	\$ 386.2	395.1	\$ 387.8	\$ 7.3	1.9%
2.7	2.8	3.1	(0.2)	-7.1%	Fares	28.5	29.9	29.7	0.2	0.7%
-	-	6.9	(6.9)	-100.0%	Federal	217.4	59.5	71.1	(11.6)	-16.3%
2.2	5.3	1.8	3.5	198.9%	Other *	18.8	41.5	17.7	23.8	134.8%
\$ 47.2	\$ 43.8	\$ 48.3	\$ (4.5)	-9.4%	TOTAL REVENUE	\$ 650.9	\$ 526.0	\$ 506.2	\$ 19.8	3.9%
					Expense					
\$ 13.2	\$ 13.7	\$ 15.2	\$ 1.6	10.3%	Salary/Wages	\$ 127.4	\$ 144.6	\$ 152.3	\$ 7.6	5.0%
1.2	0.9	0.9	0.0	4.3%	Overtime	11.6	12.2	9.0	(3.2)	-35.4%
6.4	7.2	8.2	1.0	11.9%	Fringe Benefits	67.9	75.9	81.5	5.6	6.8%
2.6	2.5	3.0	0.6	18.9%	Services	24.5	30.1	33.7	3.5	10.4%
1.9	1.7	2.0	0.3	17.1%	Parts	13.7	19.8	19.5	(0.3)	-1.8%
3.0	1.8	3.0	1.1	38.1%	Fuel	27.0	24.6	29.6	5.0	16.9%
0.7	0.4	0.5	0.1	17.5%	Utilities	4.4	6.3	5.2	(1.2)	-22.4%
1.6	1.1	1.4	0.3	20.5%	Other	10.9	11.4	18.5	7.1	38.4%
(0.4)	(1.0)	(1.0)	(0.0)	0.7%	Capitalized Cost	(5.1)	(10.1)	(9.9)	(0.2)	2.4%
\$ 30.2	\$ 28.3	\$ 33.3	\$ 5.0	15.1%	TOTAL EXPENSE	\$ 282.4	\$ 314.9	\$ 339.3	\$ 24.4	7.2%
6.6	7.3	-	(7.3)		Debt Service	68.2	67.1	59.2	(8.0)	-13.5%
\$ 10.3	\$ 8.2	\$ 15.1	\$ (6.8)	-45.3%	Contrib. Capital/Reserves	\$ 300.2	\$ 143.9	\$ 107.7	\$ 36.1	33.5%

*Does not include Sale of Assets or other Non-Cash items Favorable/(Unfavorable)

*Does not include Sale of Assets (\$5.14M) or Non-Cash items (\$20.3M) Favorable/(Unfavorable)

Revenue

Sales Tax Revenue

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

As shown above, 2023 YTD sales tax revenues (including accruals for October in the financial statements) were \$395.1M, \$7.3M / 1.9% above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area have dropped from double-digit growth rates that we have seen in prior periods.

Fare Revenue

Passenger revenue was slightly above budget in October YTD, with total fare revenue of \$29.9M compared to a budget of \$29.7M. The small positive variance can be attributed to the recognition of revenue from a sunset provision for a discontinued pass program.

Federal Operating Revenue

Federal operating revenues have reconvened after delays related to labor issues impacting the award of Federal grants. \$0 was received in the month of October compared to a budget of

\$6.9M. The large variance was due to the timing of the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until November when the system reopens. These funds are passed-through UTA and disbursed to the qualified agencies and communities in our service area. YTD, the total Federal Operating Revenue total is \$59.5M.

Other Revenue

Other revenue sources were \$23.8M / 134.8% above budget YTD. Actual investment revenue, and higher rates of return on investments are causes of the variance.

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

Expenditures

Operating expenses YTD through October were under budget by \$18.9M / 7.0%. The explanation of the variance is detailed below along with adjusted expectations when accounting for delays.

Salary and Wages

YTD salary and wages were \$7.6M / 5.0% under budget. Overtime was included in this total previously which made the total closer to budget, overtime is now broken out separately.

Overtime

Overtime was \$3.2M / 35.4% over budget YTD, relative to an overtime budget of \$9.0M YTD.

YTD operator overtime was \$2.0M / 33.6% over budget. Salt Lake Bus was over budget by \$1.5M, Ogden by \$318.2K, Riverside by \$77.4K, Light Rail by \$81.4K, Commuter Rail by \$25.4K and Timpanogos by \$25.2K with smaller differences elsewhere. Regular wages YTD for Operators were \$4.4M under budget. This situation is primarily a function of business units use of overtime to compensate for operator shortages. There were minimal impacts from higher overtime rates paid during NBA All Star Weekend.

Non-operator (primarily Bargaining maintenance) YTD overtime was \$1.2M / 39.2% over budget. Asset Management overtime was over budget by \$458.6K / 92.5% with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category. Regular wages were \$1.5M under budget in Asset Management. Regular wages for all non-operators were \$5.4M under budget YTD. Also contributing to overtime was Salt Lake Bus Maintenance at \$139.8K / 30.7% above budget, Commuter Rail Maintenance at \$112.4K / 84.3% above budget, Public Safety at \$97.2K / 86.4% above budget and Ogden Maintenance at \$126.7K / 233.9% above budget.

Fringe

YTD fringe benefit expenses were under budget by \$5.6M / 6.8% primarily due to the impact of vacancies discussed above.

Vacancies

UTA's vacancy rate is 3.7% YTD at the end of October versus a vacancy rate of 8.2% at the end of December 2022. Administrative has a 5.6% vacancy rate and Bargaining Unit has a 2.8% vacancy rate. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

Non-Labor Summary

YTD non-labor categories (all except Labor and Fringe) were favorable \$14.4M to budget primarily due to positive variances of \$3.5M in Services, \$5.0M in Fuel, and \$7.2M in Other. There were negative offsets of \$1.2M in Utilities and \$0.3M in Parts.

Services

Services were favorable by \$3.5M / 10.4% due to:

- Legal under budget by \$347.6K / 20.8%. Funds actually spent on outside counsel have been minimal.
- IT under budget by \$1.4M / 23.9%. Budget timing is the primary reason for variance in contract services. IT produces its best estimate of when contracts will be due. IT is confident the majority of the \$1.2M in Contract Services variance will be used by year end. Approximately \$330K that is pending procurement for PO, and an additional \$240K that is to be submitted in the next two weeks will be allocated to Contract Services. The \$107.4K of variance in Application Development stems from a pause of a development project due to issues with 3rd party contracts. This full variance amount will not be spent by year end, but IT is ensuring the services from 3rd parties are worth the budgeted contract amounts. Information Security is \$83.3K under budget due to bids being submitted and procurement still taking place on project. IT estimates 50% of variance will be spent by year end.
- Microtransit under budget by \$1.1M / 14.7%. Principally due to an invoice timing, invoices and payments lag a month or two.
- Planning under budget by \$309.90K / 19.4%. 50339 Services Prof & Tech is responsible for nearly the full variance in Planning which is largely due to invoice timing. Planning still plans on using the majority of budget, YTD variance decreased \$230K compared to prior month. Will likely not spend full \$325.0K budgeted amount for "UTA On Board Survey" due to delay in the bidding process.
- Balance of items spread across other groups in organization.

Parts

October YTD parts were over budget by \$349.8K / 1.8% on a \$19.5M budget, the YTD variance was cut in half compared to the prior month. The largest contributing department was Commuter Rail Maintenance at \$572.6K / 20.8% over budget. Commuter Rail has been replacing higher cost components at a rate much higher than experience would have indicated.

Commuter Rail replaced 14 traction motors in Q1 and an additional five in Q2. In addition, three battery tray sets were replaced, a turbocharger was replaced, and three brand new rail car axles. These were all unexpected failures for high-cost parts.

In addition, we have underperformed YTD on warranty recoveries by \$800.6K. Warranty recoveries are received when maintenance groups return a part that is within the warranty period. These credits offset parts expense. We have budgeted to receive \$1.4M through October YTD and we have only collected \$551.9K. The variance is being driven by shortfalls totaling \$916.0K in 4300 JR Maintenance. The appropriate amount to budget for warranty recovery in 2024 has been reassessed.

Fuel and Power

October YTD fuel and power expenses were \$5.0M / 16.9% under budget; the bulk of which consisted of diesel fuel coming in \$4.5M / 23.9% under budget. YTD, UTA has purchased 166.9K fewer gallons of diesel fuel than budgeted. Those gallons multiplied by the \$3.90/gallon budgeted amount results in a savings (volume variance) of \$651.0K. The remaining \$3.9M is due to price variance. Volume variance makes up 14.4% of total variance and price variance produces the other 85.6%. Fuel bills of lading not being turned in promptly have been a recurring problem throughout the year. As a result, expenses that should have been accrued are being missed. This issue was addressed in the monthly meeting between Accounting, Finance, and Analysts – Maintenance departments were reminded to submit the fuel bills of lading promptly.

CNG fuel was \$82.0K / 18.3% over budget YTD. CNG fuel over budget amount is directly related to a spike in natural gas prices in January and February, though the YTD total is approaching budgeted amounts more each month.

Propulsion power for light rail was \$322.9K / 5.8% under budget YTD. Variance has fluctuated highly throughout 2023: February was \$395.8K over budget and Q2 was \$634.6K under budget. Q3 was only 0.5% under budget.

Other

YTD Other expenses were under budget by \$7.1M / 38.4%. Insurance related expense was \$1.8M under budget. Training, travel, and employee awards were under budget \$1.1M. Other Miscellaneous and contingency expenses were under budget \$4.6M / 94.7%. This amount is primarily comprised of Operations contingency that is \$3.4M under budget. The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

October YTD Utility expenses were \$1.2M / 22.4% higher than budget. Primary cause of this variance is directly related to January and February's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355% in one month; since then, prices have declined. The Facilities group has also experienced additional Utility charges related directly to the

extraordinary winter weather through March. For natural gas facility needs, we have recently changed providers and now purchase fuel directly from Dominion Energy.

Capitalized Cost

YTD Capitalized Cost was under budget by \$0.2M / 2.4%, this is primarily associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller’s office and Operations.

OCTOBER 2023 RESULTS

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

**UTA System Ridership
October 2023**

MTD	Oct 2023	Oct 2023	Oct 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
Bus	1,751,326	1,382,576	1,525,004	226,322	368,750	14.8%	26.7%
Salt Lake	1,017,600	902,281	906,571	111,029	115,319	12.2%	12.8%
Ogden	340,212	182,234	263,697	76,515	157,978	29.0%	86.7%
Timp	393,514	298,061	354,736	38,778	95,453	10.9%	32.0%
Light Rail	1,113,478	1,000,102	941,179	172,299	113,376	18.3%	11.3%
FrontRunner	366,631	306,070	317,190	49,441	60,561	15.6%	19.8%
Micro Transit ¹	41,289	39,284	31,192	10,097	2,005	32.4%	5.1%
Paratransit	83,028	73,175	73,390	9,638	9,853	13.1%	13.5%
Van Pool	74,498	52,933	55,171	19,327	21,565	35.0%	40.7%
Total Ridership	3,430,250	2,854,140	2,943,126	487,124	576,110	16.6%	20.2%

¹ Micro Transit was a pilot program in 2019 & 2020

October’s total ridership was 3.4M, which was 576.1K / 20.2% above forecast. This amount exceeded October 2022 totals by 487.1K / 16.6% riders.

Fronrunner carried 366.6K passengers in October which was 60.6K / 19.8% higher than the forecast of 306.1K. This figure is 15.6% higher than 2022 ridership of 317.2K.²

TRAX ridership in October was 11.3% higher than the October forecast of 1.0M riders. This is 18.3% greater than October 2022 ridership of 941.2K riders.

Bus ridership in October was 368.8K / 26.7% higher than the forecast of 1.38M and 14.8% higher than 2022 ridership of 1.53M.³

Paratransit/Flex ridership in October came in higher than forecast by 9.9K / 13.5%. This total was

² Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

³ October 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

9.6K / 13.1% greater than the same period in 2022.

Micro Transit ridership in October was above forecast by 2.0K / 5.1%. Micro Transit started South Davis and Tooele County service in August of 2022.

Vanpool ridership of 74.5K in October exceeded the 52.9K forecast by 40.7%.

UTA  **OPERATING FINANCIALS** October 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	A Budget	Variance			Actual	A Budget	Variance		
					Revenue					
\$ 42.3	\$ 35.7	\$ 36.6	\$ (0.9)	-2.5%	Sales Tax (Oct accrual)	\$ 386.2	395.1	\$ 387.8	\$ 7.3	1.9%
2.7	2.8	3.1	(0.2)	-7.1%	Fares	28.5	29.9	29.7	0.2	0.7%
-	-	6.9	(6.9)	-100.0%	Federal	217.4	59.5	71.1	(11.6)	-16.3%
2.2	5.3	1.8	3.5	198.9%	Other *	18.8	41.5	17.7	23.8	134.8%
\$ 47.2	\$ 43.8	\$ 48.3	\$ (4.5)	-9.4%	TOTAL REVENUE	\$ 650.9	\$ 526.0	\$ 506.2	\$ 19.8	3.9%
					Expense					
\$ 13.2	\$ 13.7	\$ 15.2	\$ 1.6	10.3%	Salary/Wages	\$ 127.4	\$ 144.6	\$ 152.3	\$ 7.6	5.0%
1.2	0.9	0.9	0.0	4.3%	Overtime	11.6	12.2	9.0	(3.2)	-35.4%
6.4	7.2	8.2	1.0	11.9%	Fringe Benefits	67.9	75.9	81.5	5.6	6.8%
2.6	2.5	3.0	0.6	18.9%	Services	24.5	30.1	33.7	3.5	10.4%
1.9	1.7	2.0	0.3	17.1%	Parts	13.7	19.8	19.5	(0.3)	-1.8%
3.0	1.8	3.0	1.1	38.1%	Fuel	27.0	24.6	29.6	5.0	16.9%
0.7	0.4	0.5	0.1	17.5%	Utilities	4.4	6.3	5.2	(1.2)	-22.4%
1.6	1.1	1.4	0.3	20.5%	Other	10.9	11.4	18.5	7.1	38.4%
(0.4)	(1.0)	(1.0)	(0.0)	0.7%	Capitalized Cost	(5.1)	(10.1)	(9.9)	(0.2)	2.4%
\$ 30.2	\$ 28.3	\$ 33.3	\$ 5.0	15.1%	TOTAL EXPENSE	\$ 282.4	\$ 314.9	\$ 339.3	\$ 24.4	7.2%
6.6	7.3	-	(7.3)		Debt Service	68.2	67.1	59.2	(8.0)	-13.5%
\$ 10.3	\$ 8.2	\$ 15.1	\$ (6.8)	-45.3%	Contrib. Capital/Reserves	\$ 300.2	\$ 143.9	\$ 107.7	\$ 36.1	33.5%

*Does not include Sale of Assets or other Non-Cash items Favorable/(Unfavorable)

*Does not include Sale of Assets (\$5.14M) or Non-Cash Items (\$20.3M) Favorable/(Unfavorable)

Revenue

For the month of October, accrued sales tax revenues were \$35.7M, which was \$0.9M / 2.5% below budget.

Fares revenue, which includes all forms of payment by transit riders, was \$217.2K / 7.1%. below budget. October 2023 Fares revenue is \$0.1M higher than the same period last year. Similar to last year, there was an anticipated decrease in Fares revenue between October and the previous month. ECO partner revenue, including pay per trip contracts, are not increasing as anticipated. New partners have not been added and the number of pass holders not tapping has negatively impacted the amount UTA can bill partners. Fares is also looking into an issue with accruals of Paratransit.

There were no Federal / Preventative Maintenance payments recorded for October compared to a budget of \$6.9M. The lack of payments was due to the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until November

when the system is reopened. In the first half of 2023, the formula grants were pending due to grant processing delays and delays related to labor issues. As these grants are approved, UTA will be able draw down an estimated \$55M in accrued eligible operational expenses dating back to 2022 and \$35M in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$1.7M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

Expenditures

The October expense variance is \$5.0M / 15.1% below budget. Salaries / Wages were under budget by \$1.6M / 10.3% and Overtime was 4.3% under budget. Fringe typically follows Salaries / Wages in terms of falling below or exceeding budget; Fringe also came in under budget by an amount of \$1.0M / 11.9%.

Fuel was \$1.1M / 38.1% below budget; the price per diesel gallon decreased by \$0.39/gal between October and the prior month. 465.4K gallons of diesel fuel was used compared to a budget of 478.7K.

Comments on notable impacts to the variance are as follows:

Salary: \$1.6M under budget due to vacancies and timing of when payroll is completed. October had a higher budget in comparison to the number of payroll cycles that took place in the month; we should see the opposite effect in November. Improving month-over-month on filling needed positions (12 additional FTEs compared to September). The headcount is still 3.7% under budget, but UTA now sits above 95% of planned headcount.

Overtime: October overtime budget was \$0.9M and actuals came in 4.3% under budget. UTA is filling more vacancies on a monthly basis, so the monthly overall overtime amounts are generally decreasing. As positions go unfilled and current employees work extra to fill in the holes, overtime increases. As headcount amounts stay under budget, Overtime will likely remain above budget.

Fringe: \$1.0M / 11.9% under budget October. If full-time headcount is lower than budget, fringe will also remain below budget because the expenses (e.g., insurances, benefits, etc.) are tied to the actual number of heads. FTE and Salary / Wages totals are both below budget, so Fringe is as well.

Parts: \$0.3M under budget for the month of October. Compared to budget, the spend for Parts in Light Rail Maintenance was low contributing to the variance under budget. Warranty Recoveries is an ongoing issue within Parts, there is a sizeable variance between budget and actual. This issue was discussed in the meeting with Accounting, Finance, and Analysts – tighter controls for this account are needed. Though if there was less of a variance of Warranty Recoveries, which is a credit account, the total for Parts would be even more under budget.

Fuel/Power: Under budget \$1.1M / 38.1%, driven by Diesel fuel which came in \$904.5K under budget in October. A combination of lower Diesel fuel prices, fewer gallons than budgeted, and fuel bills of lading not being submitted promptly was the reason for the variance to budget. Diesel fuel cost per gallon in October 2023 was \$0.45 / 11.5% below budget. In October, the number of gallons purchased totaled 13.3K fewer gallons than budgeted for the month. Multiplying the variance of gallons by the month's \$3.45/gal rate results in \$45.9K of favorable volume variance.

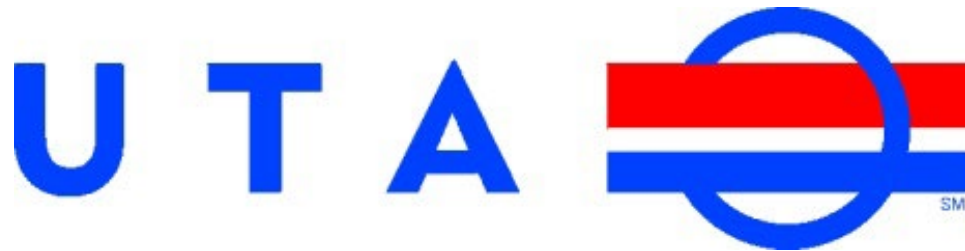
Other: Large non-cash item recognized, interest savings for bond tendering in the amount of \$20.3M.

Utah Transit Authority

Financial Statement

(Unaudited)

October 31, 2023



**KEY ITEM REPORT
(UNAUDITED)
As of October 31, 2023**

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (31,848,191)	\$ (31,615,959)	\$ 232,232	1%
2 Operating Expenses	314,942,343	339,300,270	24,357,927	7%
3 Net Operating Income (Loss)	(283,094,152)	(307,684,311)	24,590,159	8%
4 Capital Revenue	(91,148,098)	(217,691,250)	(126,543,152)	-58%
5 Capital Expenses	142,094,083	280,550,000	138,455,917	49%
6 Net Capital Income (Loss)	(50,945,985)	(62,858,750)	11,912,765	19%
7 Sales Tax	(359,394,908)	(387,761,947)	(28,367,039)	-7%
8 Other Revenue	(119,349,384)	(86,836,003)	32,513,381	37%
9 Debt Service	67,135,903	65,588,879	(1,547,024)	-2%
10 Sale of Assets	5,138,893	-	(5,138,893)	
11 Net Non-Operating Income (Loss)	406,469,496	409,009,071	(2,539,576)	-1%
12 Contribution to Cash Balance	\$ 72,429,359	\$ 38,466,010	\$ 33,963,348	88%
13 Amortization	22,694,815			
14 Depreciation	115,604,030			
15 Total Non-cash Items	\$ 138,298,846			

STATISTICS

RIDERSHIP

	2022 Actual	October 2023	October 2022	Difference	2023 YTD	2022 YTD	Difference
16	31,439,554	3,430,627	2,696,044	734,583	29,200,196	26,145,106	3,055,090

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 314,942,343
18 Less: Passenger Revenue	- (29,887,691)
19 Subtotal	285,054,652
20 Divided by: Ridership	÷ 29,200,196
21 Subsidy per Rider	\$ 9.76

**SUMMARY FINANCIAL DATA
(UNAUDITED)
As of October 31, 2023**

EXHIBIT 1-2

BALANCE SHEET

	<u>10/31/2023</u>	<u>10/31/2022</u>
CURRENT ASSETS		
1 Cash	\$ 37,610,177	\$ 68,905,007
2 Investments (Unrestricted)	520,548,749	505,255,798
3 Investments (Restricted)	125,715,206	110,091,088
4 Receivables	113,446,206	76,283,308
5 Receivables - Federal Grants	3,872,754	3,872,751
6 Inventories	43,230,957	39,053,562
7 Prepaid Expenses	1,207,867	1,684,756
8 TOTAL CURRENT ASSETS	<u>\$ 845,631,916</u>	<u>\$ 805,146,270</u>
9 Property, Plant & Equipment (Net)	2,921,555,024	2,911,453,053
10 Other Assets	191,059,577	123,232,467
11 TOTAL ASSETS	<u>\$ 3,958,246,517</u>	<u>\$ 3,839,831,790</u>
12 Current Liabilities	63,311,411	96,695,133
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,318,793,366	2,357,004,896
16 Net Investment in Capital Assets	795,920,231	674,150,479
17 Restricted Net Position	107,435,671	80,277,727
18 Unrestricted Net Position	506,561,199	541,061,069
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,958,246,517</u>	<u>\$ 3,839,831,790</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	31,894	\$ 4,016,153
21 2019 Bond Proceeds	682,711	22,700,770
22 Debt Service Interest Payable	64,624,489	57,705,404
23 Risk Contingency Fund	8,128,678	8,049,109
24 Catastrophic Risk Reserve Fund	1,126,426	1,103,279
25 Box Elder County ROW (sales tax)	3,278,330	2,348,222
26 Utah County 4th Qtr (sales tax)	14,811,893	6,038,666
27 Amounts held in escrow	33,030,784	8,129,485
28 TOTAL RESTRICTED RESERVES	<u>\$ 125,715,206</u>	<u>\$ 110,091,088</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	46,541,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 160,658,000</u>	<u>\$ 151,879,000</u>
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 286,373,206</u>	<u>\$ 261,970,088</u>

SUMMARY FINANCIAL DATA**(UNAUDITED)****As of October 31, 2023****REVENUE & EXPENSES**

	ACTUAL	ACTUAL	YTD
	Oct-23	Oct-22	2023
OPERATING REVENUE			
1 Passenger Revenue	\$ (2,849,909)	\$ (2,632,802)	\$ (29,887,691)
2 Advertising Revenue	(307,000)	(193,500)	(1,960,500)
3 TOTAL OPERATING REVENUE	<u>\$ (3,156,909)</u>	<u>\$ (2,826,302)</u>	<u>\$ (31,848,191)</u>
OPERATING EXPENSE			
4 Bus Service	\$ 10,078,617	\$ 9,425,883	\$ 109,613,069
5 Commuter Rail	2,040,489	2,770,858	24,143,052
6 Light Rail	3,267,888	3,260,536	36,260,388
7 Maintenance of Way	1,533,309	1,476,257	16,870,667
8 Paratransit Service	1,870,260	1,878,747	22,793,492
9 RideShare/Van Pool Services	279,143	239,319	2,791,259
10 Microtransit	934,029	677,679	6,515,244
11 Operations Support	4,718,517	4,280,683	53,446,072
12 Administration	3,537,809	2,890,031	42,509,100
13 Non-Departmental	-	-	-
14 TOTAL OPERATING EXPENSE	<u>\$ 28,260,061</u>	<u>\$ 26,899,993</u>	<u>\$ 314,942,343</u>
15 NET OPERATING (INCOME) LOSS	<u>\$ 25,103,152</u>	<u>\$ 24,073,691</u>	<u>\$ 283,094,152</u>
NON-OPERATING EXPENSE (REVENUE)			
16 Investment Revenue	(22,372,695)	(1,252,721)	(48,342,831)
17 Sales Tax Revenue ¹	(35,673,897)	(34,720,377)	(395,068,805)
18 Other Revenue	(2,899,948)	(3,232,314)	(11,486,223)
19 Fed Operations/Preventative Maint. Revenue	-	-	(59,520,330)
20 Bond Interest	6,150,297	6,344,547	62,046,342
21 Bond Interest UTCT	148,357	152,441	1,483,571
22 Bond Cost of Issuance/Fees	822,038	5,994	911,288
23 Lease Interest	192,490	127,023	2,694,702
24 Sale of Assets	-	89,871	5,138,893
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (53,633,358)</u>	<u>\$ (32,485,536)</u>	<u>\$ (442,143,393)</u>
26 CONTRIBUTION TO RESERVES	<u>\$ 28,530,206</u>	<u>\$ 8,411,845</u>	<u>\$ 159,049,241</u>
OTHER EXPENSES (NON-CASH)			
27 Bond Premium/Discount Amortization	(334,645)	(355,796)	(3,406,931)
28 Bond Refunding Cost Amortization	1,242,598	1,192,102	25,425,984
29 Future Revenue Cost Amortization	67,576	67,576	675,762
30 Depreciation	11,397,331	12,402,683	115,604,030
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 12,372,861</u>	<u>\$ 13,306,565</u>	<u>\$ 138,298,846</u>

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

As of October 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE
	Oct-23	Oct-23	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE			
1 Passenger Revenue	\$ (2,849,909)	\$ (3,067,153)	\$ (217,244)
2 Advertising Revenue	(307,000)	(193,500)	113,500
3 TOTAL OPERATING REVENUE	<u>\$ (3,156,909)</u>	<u>\$ (3,260,653)</u>	<u>\$ (103,744)</u>
OPERATING EXPENSE			
4 Bus Service	\$ 10,078,617	11,545,304	\$ 1,466,687
5 Commuter Rail	2,040,489	2,587,730	547,241
6 Light Rail	3,267,888	3,973,845	705,957
7 Maintenance of Way	1,533,309	1,839,397	306,088
8 Paratransit Service	1,870,260	2,361,034	490,774
9 RideShare/Van Pool Services	279,143	334,552	55,409
10 Microtransit	934,029	763,036	(170,993)
11 Operations Support	4,718,517	5,112,627	394,110
12 Administration	3,537,809	4,751,360	1,213,551
13 Non-Departmental	-	-	-
14 TOTAL OPERATING EXPENSE	<u>\$ 28,260,061</u>	<u>\$ 33,268,885</u>	<u>\$ 5,008,824</u>
15 NET OPERATING (INCOME) LOSS	<u>\$ 25,103,152</u>	<u>\$ 30,008,232</u>	<u>\$ 4,905,080</u>
NON-OPERATING EXPENSE (REVENUE)			
16 Investment Revenue	\$ (22,372,695)	\$ (605,000)	\$ 21,767,695
17 Sales Tax Revenue	(35,673,897)	(36,596,334)	(922,437)
18 Other Revenue	(2,899,948)	(969,500)	1,930,448
19 Fed Operations/Preventative Maint. Revenue	-	(6,903,499)	(6,903,499)
20 Bond Interest	6,150,297	6,046,695	(103,602)
21 Bond Interest UTCT	148,357	148,357	(0)
22 Bond Cost of Issuance/Fees	822,038	6,750	(815,288)
23 Lease Interest	192,490	221,983	29,493
24 Sale of Assets	-	-	-
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (53,633,358)</u>	<u>\$ (38,650,548)</u>	<u>\$ 14,982,810</u>
26 CONTRIBUTION TO RESERVES	<u>\$ 28,530,206</u>	<u>\$ 8,642,316</u>	

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)**

As of October 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE
	Oct-23	Oct-23	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE			
1 Board of Trustees	\$ 212,192	\$ 267,274	\$ 55,082
2 Executive Director	250,081	486,732	236,651
3 Chief Communication Officer	278,469	273,165	(5,304)
4 Chief Planning and Engagement Officer	1,721,002	1,451,746	(269,256)
5 Chief Finance Officer	1,021,625	1,439,927	418,302
6 Chief Operating Officer	21,828,289	25,616,651	3,788,362
7 Chief People Officer	969,214	922,778	(46,436)
8 Chief Development Officer	295,192	721,657	426,465
9 Chief Enterprise Strategy Officer	1,683,997	2,088,955	404,958
10 Non-Departmental	-	-	-
11 TOTAL OPERATING EXPENSE	<u>\$ 28,260,061</u>	<u>\$ 33,268,885</u>	<u>\$ 5,008,824</u>

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE
	Oct-23	Oct-23	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE			
12 Board of Trustees	\$ 2,583,600	\$ 2,632,979	\$ 49,379
13 Executive Director	3,984,371	5,052,246	1,067,875
14 Chief Communication Officer	3,367,616	3,415,154	47,538
15 Chief Planning and Engagement Officer	13,450,240	14,365,238	914,998
16 Chief Finance Officer	13,211,239	14,588,660	1,377,421
17 Chief Operating Officer	243,767,709	260,352,938	16,585,229
18 Chief People Officer	11,525,801	10,515,431	(1,010,370)
19 Chief Development Officer	5,093,904	7,327,349	2,233,445
20 Chief Enterprise Strategy Officer	17,957,863	20,550,275	2,592,412
21 Non-Departmental	-	500,000	500,000
22 TOTAL OPERATING EXPENSE	<u>\$314,942,343</u>	<u>\$ 339,300,270</u>	<u>\$ 24,357,927</u>

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

As of October 31, 2023

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE
	Oct-23	Oct-23	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE			
1 Passenger Revenue	\$ (29,887,691)	\$ (29,680,959)	\$ 206,732
2 Advertising Revenue	(1,960,500)	(1,935,000)	25,500
3 TOTAL OPERATING REVENUE	<u>\$ (31,848,191)</u>	<u>\$ (31,615,959)</u>	<u>\$ 232,232</u>
OPERATING EXPENSE			
4 Bus Service	\$ 109,613,069	\$ 116,049,562	\$ 6,436,493
5 Commuter Rail	24,143,052	25,908,987	1,765,935
6 Light Rail	36,260,388	38,705,771	2,445,383
7 Maintenance of Way	16,870,667	18,127,381	1,256,714
8 Paratransit Service	22,793,492	23,547,277	753,785
9 RideShare/Van Pool Services	2,791,259	3,345,528	554,269
10 Microtransit	6,515,244	7,637,678	1,122,434
11 Operations Support	53,446,072	52,439,522	(1,006,550)
12 Administration	42,509,100	53,038,564	10,529,464
13 Non-Departmental	-	500,000	500,000
14 TOTAL OPERATING EXPENSE	<u>\$ 314,942,343</u>	<u>\$ 339,300,270</u>	<u>\$ 24,357,927</u>
15 NET OPERATING (INCOME) LOSS	<u>\$ 283,094,152</u>	<u>\$ 307,684,311</u>	<u>\$ 24,590,159</u>
NON-OPERATING EXPENSE (REVENUE)			
16 Investment Revenue	\$ (48,342,831)	\$ (6,045,000)	\$ 42,297,831
17 Sales Tax Revenue	(395,068,805)	(387,761,947)	7,306,858
18 Other Revenue	(11,486,223)	(9,695,000)	1,791,223
19 Fed Operations/Preventative Maint. Revenue	(59,520,330)	(71,096,003)	(11,575,673)
20 Bond Interest	62,046,342	61,740,611	(305,731)
21 Bond Interest UTCT	1,483,571	1,483,570	(1)
22 Bond Cost of Issuance/Fees	911,288	56,500	(854,788)
23 Lease Interest	2,694,702	2,308,198	(386,504)
24 Sale of Assets	5,138,893	-	(5,138,893)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (442,143,393)</u>	<u>\$ (409,009,071)</u>	<u>\$ 33,134,322</u>
26 CONTRIBUTION TO RESERVES	<u>\$ 159,049,241</u>	<u>\$ 101,324,760</u>	

**CAPITAL PROJECTS
(UNAUDITED)
As of October 31, 2023**

EXHIBIT 1-6

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 34,902,943	\$ 18,881,000	184.9%
2 INFORMATION TECHNOLOGY	8,601,878	4,300,000	200.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	9,730,385	1,904,000	511.0%
4 CAPITAL PROJECTS	21,218,858	110,795,000	19.2%
5 STATE OF GOOD REPAIR	33,092,410	149,725,000	22.1%
6 DEPOT DISTRICT	7,831,359	12,001,000	65.3%
7 OGDEN/WEBER STATE BRT	17,095,514	25,785,000	66.3%
8 TIGER	9,620,736	13,269,000	72.5%
9 TOTAL	<u>\$ 142,094,083</u>	<u>\$ 336,660,000</u>	42.2%
REVENUES			
10 GRANT	\$ 40,853,855	\$ 131,502,000	31.1%
11 STATE CONTRIBUTION	32,994,495	11,070,000	298.1%
12 LEASES (PAID TO DATE)	-	41,851,000	0.0%
13 BONDS	-	62,847,500	0.0%
14 LOCAL PARTNERS	17,299,748	13,959,000	123.9%
15 UTA FUNDING	50,945,985	75,430,500	67.5%
16 TOTAL	<u>\$ 142,094,083</u>	<u>\$ 336,660,000</u>	42.2%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of October 31, 2023

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Oct-23	Oct-22	2023	2022
UTA				
Fully Allocated Costs	28,260,061	26,899,993	314,942,342	282,421,042
Passenger Farebox Revenue	2,849,909	3,052,720	29,887,691	28,877,349
Passengers	3,430,627	2,696,044	29,200,196	26,145,106
Farebox Recovery Ratio	10.1%	11.3%	9.5%	10.2%
Actual Subsidy per Rider	\$7.41	\$8.85	\$9.76	\$9.70
BUS SERVICE				
Fully Allocated Costs	14,112,167	12,937,351	156,588,306	140,686,300
Passenger Farebox Revenue	1,334,403	1,432,363	13,414,808	13,040,018
Passengers	1,751,704	1,454,197	14,959,029	13,071,658
Farebox Recovery Ratio	9.5%	11.1%	8.6%	9.3%
Actual Subsidy per Rider	\$7.29	\$7.91	\$9.57	\$9.77
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,448,494	7,009,715	82,987,455	73,844,286
Passenger Farebox Revenue	657,588	572,665	6,411,585	6,469,075
Passengers	1,113,478	793,720	9,166,796	8,973,563
Farebox Recovery Ratio	8.8%	8.2%	7.7%	8.8%
Actual Subsidy per Rider	\$6.10	\$8.11	\$8.35	\$7.51
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,145,373	3,750,229	37,808,142	34,761,396
Passenger Farebox Revenue	481,052	387,235	4,248,360	4,336,034
Passengers	366,631	273,885	3,123,872	2,653,722
Farebox Recovery Ratio	15.3%	10.3%	11.2%	12.5%
Actual Subsidy per Rider	\$7.27	\$12.28	\$10.74	\$11.47
MICROTRANSIT				
Fully Allocated Costs	1,000,334	735,151	7,284,319	5,324,188
Passenger Farebox Revenue	50,894	33,989	445,248	176,181
Passengers	41,289	28,646	336,083	179,504
Farebox Recovery Ratio	5.1%	4.6%	6.1%	3.3%
Actual Subsidy per Rider	\$23.00	\$24.48	\$20.35	\$28.68
PARATRANSIT				
Fully Allocated Costs	2,009,795	1,990,069	24,369,044	22,387,865
Passenger Farebox Revenue	36,726	291,635	2,288,272	2,315,096
Passengers	83,028	67,386	736,477	655,711
Farebox Recovery Ratio	1.8%	14.7%	9.4%	10.3%
Actual Subsidy per Rider	\$23.76	\$25.20	\$29.98	\$30.61
RIDESHARE				
Fully Allocated Costs	543,898	477,478	5,905,075	5,417,007
Passenger Farebox Revenue	289,246	334,833	3,079,418	2,540,946
Passengers	74,498	78,210	877,940	610,949
Farebox Recovery Ratio	53.2%	70.1%	52.1%	46.9%
Actual Subsidy per Rider	\$3.42	\$1.82	\$3.22	\$4.71

As of October 31, 2023

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Oct-23	Oct-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$14,112,167	\$12,937,351	\$156,588,306	\$140,686,300
Light Rail Service	\$7,448,494	\$7,009,715	\$82,987,455	\$73,844,286
Commuter Rail Service	\$3,145,373	\$3,750,229	\$37,808,142	\$34,761,396
Microtransit	\$1,000,334	\$735,151	\$7,284,319	\$5,324,188
Paratransit	\$2,009,795	\$1,990,069	\$24,369,044	\$22,387,865
Rideshare	\$543,898	\$477,478	\$5,905,075	\$5,417,007
UTA	\$28,260,060	\$26,899,993	\$314,942,342	\$282,421,042
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,334,403	\$1,432,363	\$13,414,808	\$13,040,018
Light Rail Service	\$657,588	\$572,665	\$6,411,585	\$6,469,075
Commuter Rail Service	\$481,052	\$387,235	\$4,248,360	\$4,336,034
Microtransit	\$50,894	\$33,989	\$445,248	\$176,181
Paratransit	\$36,726	\$291,635	\$2,288,272	\$2,315,096
Rideshare	\$289,246	\$334,833	\$3,079,418	\$2,540,946
UTA	\$2,849,909	\$3,052,720	\$29,887,691	\$28,877,350
PASSENGERS				
Bus Service	1,751,704	1,454,197	14,959,029	13,071,658
Light Rail Service	1,113,478	793,720	9,166,796	8,973,563
Commuter Rail Service	366,631	273,885	3,123,872	2,653,722
Microtransit	41,289	28,646	336,083	179,504
Paratransit	83,028	67,386	736,477	655,711
Rideshare	74,498	78,210	877,940	610,949
UTA	3,430,627	2,696,044	29,200,196	26,145,106
FAREBOX RECOVERY RATIO				
Bus Service	9.5%	11.1%	8.6%	9.3%
Light Rail Service	8.8%	8.2%	7.7%	8.8%
Commuter Rail Service	15.3%	10.3%	11.2%	12.5%
Microtransit	5.1%	4.6%	6.1%	3.3%
Paratransit	1.8%	14.7%	9.4%	10.3%
Rideshare	53.2%	70.1%	52.1%	46.9%
UTA	10.1%	11.3%	9.5%	10.2%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$7.29	\$7.91	\$9.57	\$9.77
Light Rail Service	\$6.10	\$8.11	\$8.35	\$7.51
Commuter Rail Service	\$7.27	\$12.28	\$10.74	\$11.47
Microtransit	\$23.00	\$24.48	\$20.35	\$28.68
Paratransit	\$23.76	\$25.20	\$29.98	\$30.61
Rideshare	\$3.42	\$1.82	\$3.22	\$4.71
UTA	\$7.41	\$8.85	\$9.76	\$9.70

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of October 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	78,747,550	35,673,897	\$ 43,073,653	-	-	-
3 Warranty Recovery	1,387,644	1,387,644	-	-	-	-
4 Build America Bond Subsidies	4,742,970	785,525	785,525	\$ 785,525	\$ 785,525	\$ 1,600,870
5 Product Sales and Development	3,330,445	959,842	43,752	14,345	244,991	2,067,516
6 Pass Sales	(71,212)	117,803	(10,838)	18,570	(2,550)	(194,197)
7 Property Management	64,527	12,519	850	2,200	1,740	47,218
8 Vanpool/Rideshare	92,078	60,954	21,190	7,822	876	1,236
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	16,615,526	12,536,773	-	-	73,911	4,004,842
12 Other	8,012,759	8,012,759	-	-	-	-
13 Total	\$ 117,318,960	\$ 63,944,389	\$ 43,914,132	\$ 828,462	\$ 1,104,493	\$ 7,527,484

Percentage Due by Aging

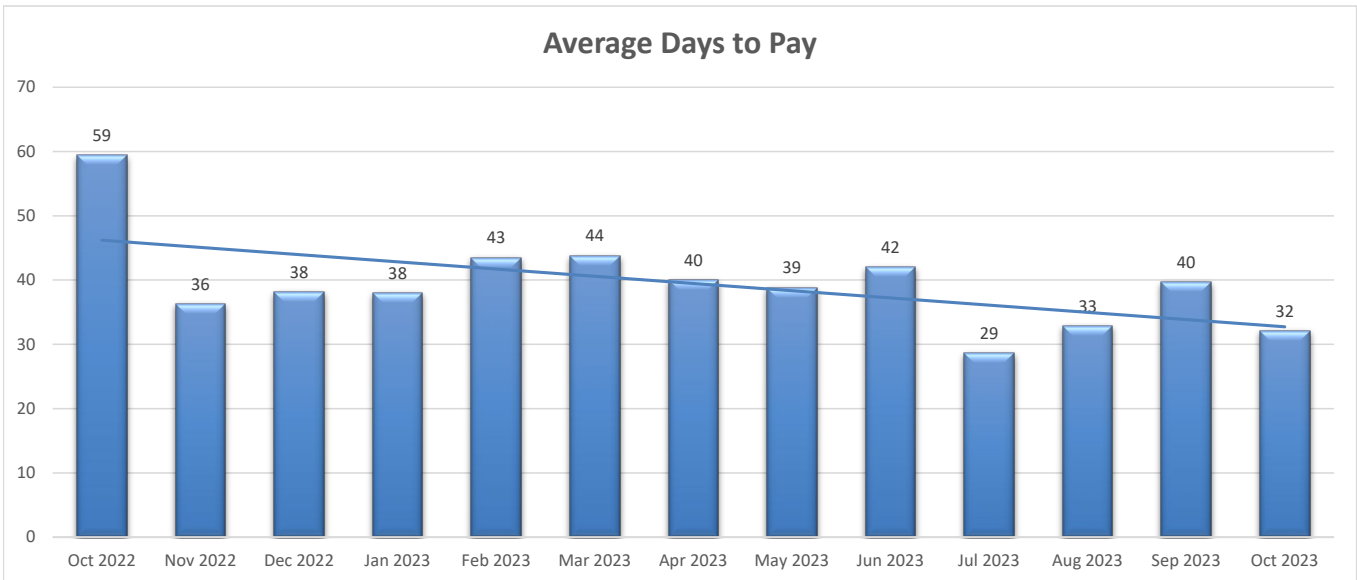
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	45.3%	54.7%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	16.6%	16.6%	16.6%	16.6%	33.8%
18 Product Sales and Development	28.8%	1.3%	0.4%	7.4%	62.1%
19 Pass Sales	-165.4%	15.2%	-26.1%	3.6%	272.7%
20 Property Management	19.4%	1.3%	3.4%	2.7%	73.2%
21 Vanpool/Rideshare	66.2%	23.0%	8.5%	1.0%	1.3%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	75.5%	0.0%	0.0%	0.4%	24.1%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	54.5%	37.4%	0.7%	0.9%	6.4%

¹ Federal preventive maintenance funds and federal RideShare funds

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

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2023-04-08	4/26/2023	CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	10/5/2023	1,145,090.15
R2023-04-08	4/26/2023	UTA/ATU JOINT INSURANCE TRUST	378219	10/5/2023	219,749.89
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	10/5/2023	303,812.22
22-03632BM	2/3/2023	AECOM TECHNICAL SERVICES	896845	10/5/2023	335,643.18
19-03125	1/2/2020	RHINEHART OIL CO., INC.	896846	10/5/2023	568,231.80
02-03384	5/4/2021	HNTB CORPORATION	896847	10/5/2023	683,151.38
20-03382VW	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	896848	10/5/2023	763,902.65
18-28513	7/6/2022	ALLIANT INSURANCE SERVICES	896849	10/5/2023	1,134,883.26
UT18-2398TP	5/23/2018	GRANITE CONSTRUCTION COMPANY	896850	10/5/2023	1,270,630.08
22-03566	6/3/2020	SCHEIDT & BACHMANN USA, INC.	896851	10/5/2023	3,030,822.00
22-035682	5/17/2022	GMI LLC	378331	10/12/2023	681,469.96
20-03243	6/3/2020	MV PUBLIC TRANSPORTATION	896912	10/12/2023	293,496.42
00-17049	5/6/2023	MOBILE CONCEPT TECHNOLOGY, LLC	896913	10/12/2023	435,250.00
19-03125	1/2/2020	RHINEHART OIL CO., INC.	896914	10/12/2023	453,901.84
02-03378	8/23/2021	C3M POWER SYSTEMS LLC	896915	10/12/2023	1,539,954.21
R2023-04-08	4/26/2023	ROCKY MOUNTAIN POWER	378385	10/19/2023	621,679.98
00-16994	3/1/2023	RAMSYS STORAGE SOLUTIONS	378487	10/19/2023	293,675.51
R2023-04-08	4/26/2023	CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	10/19/2023	1,166,161.34
R2023-04-08	4/26/2023	UTA/ATU JOINT INSURANCE TRUST	378514	10/19/2023	223,868.57
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	10/19/2023	310,168.08
19-03125	1/2/2020	RHINEHART OIL CO., INC.	897013	10/19/2023	261,604.37
19-03114	2/26/2019	STACY AND WITBECK, INC.	897014	10/19/2023	321,132.99
02-13531	6/2/2022	SELECT HEALTH	897024	10/19/2023	933,731.60
22-03644	2/21/2023	UNITED WAY COMMUNITY SERV	897094	10/26/2023	209,047.43
UT94-134VT-1	10/10/2023	WASATCH FRONT REG COUNCIL	897095	10/26/2023	225,985.97
19-03125	1/2/2020	RHINEHART OIL CO., INC.	897096	10/26/2023	513,280.53
20-3399	9/7/2021	VIA TRANSPORTATION INC	897097	10/26/2023	640,760.36
02-03349	2/26/2019	STACY AND WITBECK, INC.	897098	10/26/2023	774,982.43
UT18-2398TP	5/23/2018	GRANITE CONSTRUCTION COMPANY	897099	10/26/2023	1,013,468.41





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Andrea Pullos, Project Manager

TITLE:

Contract: Utility Relocation for Midvalley Bus Rapid Transit Project (Dominion Energy Utah)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract with Dominion Energy Utah in the not-to-exceed amount of \$750,000 for relocation of utility equipment in preparation for Mid Valley BRT project.

BACKGROUND:

UTA is in the process of preparing to construct the Mid Valley Bus Rapid Transit (BRT) or MVX project. This project requires utility companies to move some of their equipment so the new stations can be built. It is important to have the relocation agreements signed with the necessary utilities before the procured contractor begins construction. Relocation agreements must be signed for all utilities with conflicts.

DISCUSSION:

The utility license agreements are based on an estimated cost for the utility company to move their infrastructure. The current forecast of work for Dominion on this project is approximately \$50,000, however, Dominion is requesting a Not-to-Exceed Amount of \$750,000 for the contract. This agreement states that UTA will pay Dominion only for the actual work performed.

This agreement acts as a master agreement and there are smaller service orders that will come with tighter estimates from Dominion. UTA will only be paying for work that comes out of those actual service orders. Should any individual service order reach the threshold for required board approval, it will be brought to the board.

CONTRACT SUMMARY:

Contractor Name: Dominion Energy Utah
Contract Number: 23-P00314
Base Contract Effective Dates: January 10, 2024- December 31, 2026
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: Not to exceed \$750,000
Procurement Method: Sole Source
Budget Authority: 5-Year Capital Plan

ALTERNATIVES:

If not approved, the stations will not have snow melt and other parts of the project that need gas will be unusable.

FISCAL IMPACT:

This contract will have an anticipated fiscal impact of \$50,000. Dominion has requested a higher not-to-exceed amount of \$750,000 to cover any unanticipated work associated with the MVX project.

ATTACHMENTS:

- 1) Dominion contract

PROJECT MASTER UTILITY RELOCATION AGREEMENT

This Project Master Utility Relocation Agreement (“Agreement”) is hereby entered into this 5th day of December, 2023, by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, a Utah corporation (the “Company”). UTA and the Company are hereafter collectively referred to as the “Parties” and either may be referred to individually as a “Party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Company owns and operates certain natural gas utility facilities (which, together with any related improvements, are hereafter collectively referred to as the “Facilities”) located in or along the planned Mid-Valley Bus Rapid Transit corridor in Taylorsville, West Valley and Murray, Utah, generally in accordance with the alignment depicted in the attached Exhibit “A” (the “BRT Corridor”); and

WHEREAS, UTA, in conjunction with the Cities of Taylorsville, West Valley, Murray, and UDOT, is preparing to construct certain facilities and infrastructure to facilitate the BRT Corridor, and complete certain additional road work (collectively the “UTA Project”) along the BRT Corridor; and

WHEREAS, the preliminary design for the UTA Project has identified potential conflicts between the UTA Project and the Facilities, which conflicts will require portions of the Facilities to be relocated and/or protected in place, also shown in the attached Exhibit “A” and detailed in the attached Exhibit “B,” and there may be other conflicts not yet identified; and

WHEREAS, for the purpose of expediting any required utility relocation and/or protection work and reimbursement, the Parties enter into this Agreement with the understanding that they will enter into future Utility Relocation/Protection Agreements which are supplemental to this Agreement, and that will address the scope of work, schedule, reimbursement amounts and other requirements for each relocation or protection project (referred to individually as “the Utility Work”); and

WHEREAS, this Agreement along with the Utility Relocation/Protection Agreements shall govern the terms and conditions for the Utility Work.

AGREEMENT

NOW THEREFORE, in accordance with the foregoing Recitals, which are incorporated into this Agreement by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. PROJECT COORDINATION

(a) During the design phase of the UTA Project, UTA will schedule meeting(s) with the Company and UTA's respective contractors. The purpose of the meeting(s) will be to determine if conflicts with the Company's Facilities can be avoided or to provide parameters within which the Company's Facilities can be relocated or protected.

(b) During the design phase of the UTA Project, UTA and Company will consult in good faith to identify the extent of any conflicts and propose and provide a mutually agreeable location, free of hazardous waste or other environmental contaminants, to which the Facilities can be relocated. UTA will provide the Company with UTA Project design plans as early as possible, and will schedule and meet with Company to review the right-of-way and environmental requirements, design, construction, cost estimates, and scheduling for the Company's Utility Work at specific locations on the UTA Project to ensure that maximum lead time for advance order of materials and scheduling of work force.

(c) The Company shall provide UTA with an estimated time for completion associated with the Utility Work for each conflict, and any potential limitations including permit and regulatory approvals, dependency upon work of other Parties, lead times for acquiring materials, outage windows, and scheduling work crews. UTA will, by its standard specifications and/or special provisions, make its contractor aware of the coordination and cooperation required for timely completion of each portion of the Utility Work and will advise the contractor of the approximate schedule for completion of the Utility Work during the UTA Project advertisement. After UTA awards the UTA Project to its contractor, UTA will schedule a meeting with the Company and the Company shall meet with UTA's representatives and contractor to develop a detailed work plan and schedule for the Utility Work. The Parties shall, and shall cause their contractors to, diligently pursue their respective work to adhere to the schedule as closely as practicable.

(d) The Company shall perform the necessary field and office engineering, shall furnish all materials, and shall perform the construction services (including inspection, testing and acceptance) included as part of the Utility Work.

(e) Upon the Company's completion of initial design of the Utility Work, UTA, its contractor and the Company shall review and reach consensus regarding the final design for the Utility Work. UTA must approve final design plans related to the Utility Work in writing and within a reasonable time after receiving the final design. The Company will commence the Utility Work as soon as practicable after receiving such approval.

(f) Parties agree to cooperatively work together during construction, communicate frequently and coordinate the Utility Work. The Company will notify UTA's Project Representative as identified in the Utility Relocation/Protection Agreement at least forty-eight (48) hours in advance of beginning any Utility Work. Such notification can be by telephone, email, in person or in writing. The Company will give subsequent notification of when and where it will be performing work UTA's Project Representative on a day-to-day basis as requested by UTA. As the Utility Work proceeds, the Parties will maintain communication to ensure that each know when and where the Company will be performing

portions of the Utility Work, and when UTA contractors will be performing work near Company's Facilities or the Utility Work.

(g) After each Utility Relocation/Protection Agreement is executed by the Parties, any change in the scope of work, extra work, or change in the planned work covered by this Agreement or the Utility Relocation/Project Agreement will be noted in the daily records. UTA will pay the costs associated the Utility Work, including such changes, as more fully described below.

2. COMPANY REQUIREMENTS.

(a) Company, with its regular engineering and construction forces at its standard schedule of wages and working hours, or through its qualified contractors with whom it has continuing contracts or has obtained contracts upon appropriate solicitation, shall perform the necessary design work, field and office engineering, and shall furnish all materials and perform the construction work on its Facilities, necessitated by the UTA Project. The need for overtime or other additional costs necessary to meet UTA's schedule will be evaluated and agreed upon in advance by the Parties.

(b) Company agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that steel, iron, and manufactured products used in FTA-funded projects are produced in the United States. Company agrees to deliver to UTA, concurrently with execution hereof, a signed Buy America Certificate in the form attached hereto as Exhibit "C." UTA acknowledges that the Company may require additional time for the acquisition of materials due to the Buy America requirements under this section.

(c) Company shall permit UTA and Utah Department of Transportation ("UDOT") representatives to observe the Utility Work provided that the UTA and UDOT representatives each participate in a safety briefing prior to entering the Utility Work site, and observe and obey the directives of the Company's designated field representative.

3. UTA RESPONSIBILITIES.

(a) UTA, through its contractors, will provide surveying and staking of UTA facilities, the new route for relocated Company Facilities, and the location of any other subsurface utilities or facilities, as required by the Company. UTA will bear all costs associated with the surveying and staking, and all such surveying and staking must be complete and readily visible at the time Company commences the Utility Work under any given Utility Relocation/Protection Agreement.

(b) UTA, through its contractors, will provide appropriate traffic control.

(c) UTA will adjust any existing schedule to allow for any reasonable time that may be required for the Company to redesign or modify its plans and relocate its Facilities when UTA requires the redesign. If UTA substantially changes its Project design after the Company has completed or is in the process of completing its relocation design; or if the Company

has completed the relocation of its Facilities based on previously approved design plans, the cost of the second design and/or relocation will be paid in full by UTA.

4. UTILITY RELOCATION/PROTECTION AGREEMENT

For each conflict between the UTA Project and the Facilities, the Parties agree to enter into a Utility Relocation/Protection Agreement. UTA will prepare each Utility Relocation/Protection Agreement in substantially the same form as the agreement attached hereto as Exhibit "D." Each such agreement will include a description and location of the Utility Work, and an estimate of the cost. The Company shall not perform any Utility Work without a fully-executed Utility Relocation/Protection Agreement for that portion of the Work. All terms in the Utility Relocation/Protection Agreements shall be supplemental to the terms of this Agreement. In the case of an inconsistency between the terms of this Agreement and the terms of a Utility Relocation/Protection Agreement, the terms of the Utility Relocation/Protection Agreement shall govern. The cost estimates contained in each Utility Relocation/Protection Agreement will be based upon material and labor prices as of the date of the estimate, and may not include unanticipated costs such as redesign costs, cost increases, frost, rock trench, or other unanticipated costs.

5. SCHEDULING OF UTILITY WORK

(a) After design work for the Company's Facilities is complete and the Utility Relocation/Protection Agreement has been executed, the Company may require up to six (6) months for the acquisition of materials for high pressure (HP) Facilities and seven (7) weeks for acquisition of materials for intermediate high pressure (IHP) Facilities.

(b) The Parties shall develop a schedule for each portion of Utility Work. Utility Work will not occur between October 1 through April 15 of any year except for possible minor relocation projects upon mutual agreement. UTA will work with the Company to schedule Utility Work at times that will minimize service disruption to the Company's natural gas customers.

(c) UTA acknowledges that Company is a public natural gas utility. Therefore, notwithstanding the foregoing, Company shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Company is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Company shall not be responsible to UTA or any third Party for construction delays resulting from such allocation. Company shall not be responsible for any delay to the extent arising from or caused by (a) the performance of UTA's responsibilities under this Agreement or (b) an event of force majeure as described in paragraph 11 below. When the Company experiences an emergency unrelated to the Utility Work, it will address said emergency, and it will notify UTA as to when the Utility Work will resume.

6. **PAYMENT FOR COMPANY'S UTILITY WORK**

(a) UTA shall bear all actual and reasonable costs associated with the Utility Work. The Company estimates that the cost of the Utility Work will not exceed \$750,000.00. However, as conflicts are more clearly identified and engineering work associated with the Utility Work proceeds, the Company may discover that costs are greater than currently estimated. If Company believes that the cost of the Utility Work will exceed \$750,000.00, it will notify UTA and the Parties will work in good faith to find ways to mitigate those cost increases. The costs payable by UTA under this Agreement shall not include any profit on work performed by the Company's own forces. Each Utility Relocation/Reinforcement Agreement will contain a good faith estimate of costs for the Utility Work governed thereunder. When the Company completes its design of the Utility Work and receives estimated costs from its contractors and/or accepts contractor bids for the work, the Company will provide UTA with an updated estimate of costs. If the updated estimate exceeds the original estimate of costs by more than twenty percent (20%), UTA may direct Company to discontinue work while UTA considers redesign of the UTA Project and other alternatives to the contemplated relocation or protection work. UTA will notify Company when it has made the determination of how to proceed and will either (i) authorize the Company to commence Utility Work as designed, or (ii) redesign the Utility Work to consistent with UTA's own redesign of the UTA Project, or UTA's preferred alternative. The costs of any redesign of the utility Facilities necessitated under this provision shall be at UTA's cost.

(b) The Parties intend that the scope of UTA's reimbursement obligations under this Agreement shall be limited to only that portion of the Utility Work necessary: (i) to permit the continued use, operation and maintenance of the Facilities in compliance with applicable laws, regulations, industry standards and commercially reasonable practices; and (ii) to preserve the current functionality and utility of the Facilities. The Company will not include in its design or cost estimate of Utility Work any increase in capacity betterment.

(e) The Company shall submit itemized bills covering its actual costs incurred for performing the Work to UTA's Utility Coordinator, as set forth in Paragraph 7, below. Itemized bills shall bear the UTA Project and Utility Relocation/Reinforcement Agreement numbers, and a complete billing statement of all actual costs incurred, within one hundred and twenty (120) days following completion of the Utility Work detailed in each Utility Relocation/Reinforcement Agreement on the UTA Project. UTA will reimburse the Company within sixty (60) days after receipt of the billings.

7. **COMPANY TO SUBMIT INVOICES FOR UTILITY WORK.**

The Company shall submit to UTA invoices for the actual costs of Work subject to UTA reimbursement under this Agreement. The invoices may be submitted via U.S. Mail or electronically via email. Invoices shall be submitted to:

Mid-Valley BRT Project
Utilities Coordinator
669 West 200 South
Salt Lake City, Utah 84101
Email: jojohnson@rideuta.com

8. **AUDIT.**

The Company shall keep detailed and complete records verifying all costs for which the Company seeks reimbursement pursuant to this Agreement and supporting the Company's billings. UTA shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the Utility Work for purposes of verifying the costs for which the Company seeks reimbursement. Should this audit disclose that the Company has been underpaid, UTA will pay the Company the amount of the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UTA in the amount of the overpayment. Reimbursement for underpayment or overpayment under this provision shall be made within 60 days of discovery of the underpayment or overpayment. For purposes of this Section, the Company is required to maintain cost records regarding the Work for which the Company seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UTA.

9. **COMPANY LIAISON.**

The Company shall designate a project manager, who will be the Company's liaison with respect to the matters covered by this Agreement. The Company's project manager shall interface with UTA's utilities coordinator for the Project regarding the matters described in this Agreement.

10. **RIGHTS OF WAY.**

Company owns rights-of-way, easements and fee property (collectively the Existing Property) from which Facilities may be relocated to accommodate the UTA Project. For all Existing Property that Company relinquishes to accommodate the Project, UTA will replace the property with new property (collectively, the New Property). The New Property will be at a location agreeable to both Parties, with dimensions comparable to the Existing Property, and the terms of the conveyance documents shall be acceptable to Company. For New Property that UTA may acquire through eminent domain, Company may elect to have UTA acquire such New Property on behalf of Company.

11. **FORCE MAJEURE.**

An event of force majeure is an unforeseeable event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent, including without limitation strikes, riots, earthquakes, epidemics, sabotage, terrorist actions, wars, fires, floods, weather, materials shortage, power failure, telecommunications outage, acts of God, governmental restrictions, regulations or controls, judicial orders, or other failures, interruptions or errors not directly caused by the Parties. Neither Party is responsible for any failure to perform its obligations

under this Agreement if it is prevented or delayed in performing those obligations by an event of force majeure. Where there is an event of force majeure, the Party prevented from or delayed in performing its obligations in this Agreement must promptly notify the other Party giving full particulars of the event of force majeure preventing that Party from, or delaying that Party in performing its obligations in this Agreement and that Party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the contract and to fulfill its obligations. Upon completion of the event of force majeure, the Party affected must as soon as reasonably practicable recommence the performance of its obligations in this agreement. An event of force majeure does not relieve a Party from liability for an obligation to perform according to the Agreement. Neither Party shall be responsible to the other for any costs or losses caused by the event of force majeure.

12. **TERM OF THE AGREEMENT.**

This Agreement shall become effective on the date of its full execution by both Parties and shall continue in full force and effect until the completion of all Utility Work and final payment of all costs. This Agreement, and all obligations hereunder, shall terminate without further action required on the part of either Party in the event that UTA does not proceed with the UTA Project for any reason and provides written notice of this fact to the Company. Notwithstanding the termination of this Agreement, UTA shall be responsible for the payment of all costs properly accrued by the Company prior to date of the notice of termination.

13. **ASSIGNMENT**

Company may assign or transfer its rights and obligations under this agreement to any parent, affiliate, or subsidiary of Company, to any entity having fifty percent (50%) or more direct or indirect common ownership with Company, or to any successor-in-interest, provided the assignee or transferee agrees to be bound by all terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties permitted successors and assigns.

14. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

15. **NON-WAIVER.**

No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.

16. **CHOICE OF LAW, FORUM, ATTORNEYS FEES.**

This Agreement shall be deemed to have been negotiated and executed in the State of Utah. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict

of laws. The Company's project manager and UTA's utilities coordinator shall endeavor to resolve any and all disputes occurring with respect to this Agreement informally and at the appropriate management level. If the Company's project manager and Utah's utilities coordinator cannot resolve a dispute, then the Director of Engineering of Company shall meet with the Director of Capital Development of UTA in a good faith effort to resolve the dispute. No Party may bring a legal action to enforce any term of this Agreement without first having completed these steps. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the Parties shall be brought in the District Court of Salt Lake County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement. Each Party hereby submits to the personal jurisdiction and venue of the District Court of Salt Lake County. If any action is brought to enforce the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs of such action in addition to any other remedy to which it may be entitled at law.

17. **MULTIPLE COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by either of the Parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof will be the same as delivery of an original.

18. **SAVINGS CLAUSE.**

In the event any provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. **NOTICES.**

All notices required or permitted to be given hereunder shall be in writing or as otherwise described herein and are effective when received. All notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
Mid-Valley BRT Project
Attn: Project Manager
P.O. Box 30810, 669 West 200 South
Salt Lake City, Utah 84130-0810

If to the Company:


DOMINION ENERGY UTAH
UTA Mid-Valley BRT IHP Relocation
Attn: Region Engineer
P.O. Box 45630, 1140 West 200 South
Salt Lake City, Utah 84145-0630

Either Party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first hereinabove written.

DOMINION ENERGY UTAH


UTAH TRANSIT AUTHORITY


By: Michael L. Gill
Title: Director, Engineering and
Project Management

By: **Jay Fox**
Title: **Executive Director**

RECOMMENDED FOR APPROVAL

DocuSigned by:
 12/7/2023
8952114DAA9144D
Utilities Coordinator - **Joe Johnson**

DocuSigned by:
 12/7/2023
5D51572AEF504AC
Project Manager - **Andrea Pullos**

DocuSigned by:
 12/7/2023
70E33A415BA44F6
Legal Counsel - **Mike Bell**

UTAH TRANSIT AUTHORITY

BY: _____

David Hancock Chief Capital Services Officer

Date

EXHIBIT "A"

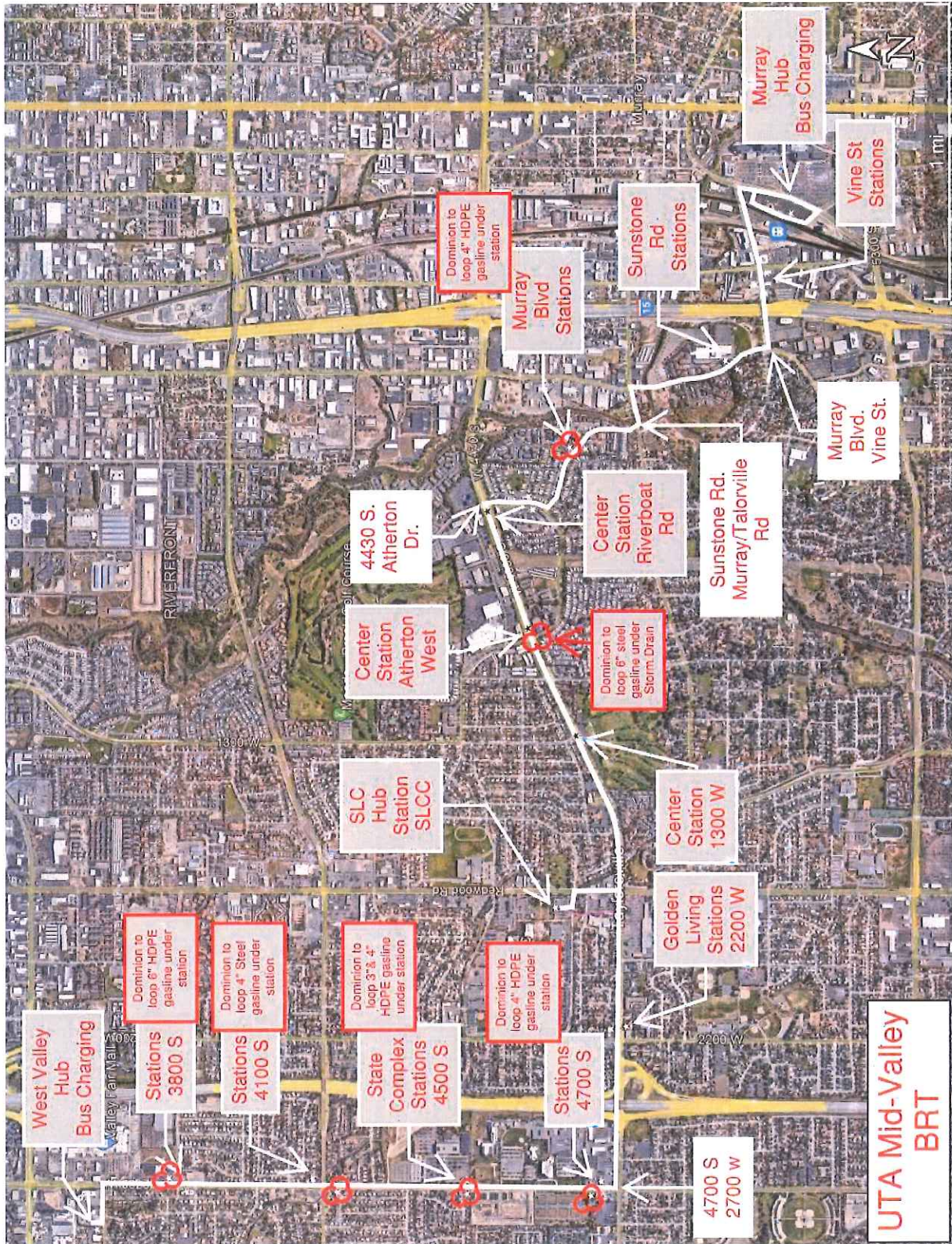


EXHIBIT "B"

UTILITY MATRIX

Owner	Scope	ID	Linear Footage	Sheet
Dominion	Relocate Gas line (3" HDPE)	08-08	69	UT-10
	Relocate Gas line (3" HDPE) Total		69	
Dominion	Relocate Gas line (4" HDPE)	10-03	369	UT-10
Dominion	Relocate Gas line (4" HDPE)	11-03	280	UT-11
Dominion	Relocate Gas line (4" HDPE)	37-03	172	UT-37
	Relocate Gas line (4" HDPE) Total		821	
Dominion	Relocate Gas line (4" Steel)	08-03	454	UT-08
	Relocate Gas line (4" Steel) Total		454	
Dominion	Relocate Gas line (6" HDPE)	04-06	421	UT-04
	Relocate Gas line (6" HDPE) Total		421	
Dominion	Relocate Gas line (6" Steel)	27-06	69	UT-27
	Relocate Gas line (6" Steel) Total		69	
	Total		1,834	

EXHIBIT "C"

Buy-America Certification
UTAH TRANSIT AUTHORITY
BUY AMERICA CERTIFICATE
(Federally-assisted Contract)

Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: (Mark One)

- CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

--OR--

- CERTIFICATE OF NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

SIGNATURE:

DOMINION ENERGY UTAH

Name Date

Title

EXHIBIT "D"

UTILITY RELOCATION/PROTECTION AGREEMENT

This Utility Relocation/Protection Agreement is made and entered into this ___ day of _____, 20___, by and between the Utah Transit Authority (UTA) and Questar Gas Company dba Dominion Energy, a Utah Corporation (Company).

This Utility Relocation/Protection Agreement (Utility Work Agreement) is part of and subject to the terms and conditions of the Project Master Agreement between Utah Transit Authority and Questar Gas Company dba Dominion Energy Utah dated _____ (Project Master Agreement). All the terms of the Project Master Agreement remain in full force and effect unless otherwise specified herein.

The Parties hereto agree as follows:

1. Company's contact person for the Utility Work (described in paragraph 4 below) is:
[Contact Name, Telephone Number, Email, Address]
2. UTA's Project Representative for the Utility Work is:
[Contact Name, Telephone Number, Email, Address]
3. UTA's Utility Coordinator for the Utility Work is:
[Contact Name, Telephone Number, Email, Address]
4. Company's contact person for the Utility Work described below is:
[Contact Name, Telephone Number, Email, Address]
5. The Company will perform the following described Utility Work in accordance with the terms and conditions of the Statewide Agreement.
[Description of Utility Work to be performed, including proposed location]
6. Company **[will perform this work using its own workforce]** or **[has retained _____ contractor to perform the Utility Work]**
7. UTA will provide the following real property and/or rights-of-way:
[Describe required property rights and attach form as exhibit if appropriate]
8. Company anticipates that the Utility Work will commence on [Date] and will be completed in approximately **[detail timeline]**
9. The Utility Work to be performed under this Utility Work Agreement is subject to the following special conditions and restrictions:

[Insert Special Conditions and Restrictions]

- 10. The Company estimates that the Utility Work to be performed under this Utility Work Agreement will cost \$ _____. A detailed estimate of costs is attached as Exhibit ____.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first hereinabove written.

DOMINION ENERGY UTAH

UTAH TRANSIT AUTHORITY

By:

By:
Title:

By:
Title:

RECOMMENDED FOR APPROVAL

Utilities Coordinator

Project Manager



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Andrea Pullos, Project Manager

TITLE:

Contract: Public Way Lease Agreement for Midvalley Bus Rapid Transit Project (Salt Lake Community College)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the lease agreement with Salt Lake Community College for public way lease agreement.

BACKGROUND:

UTA is in the process of preparing to construct the Mid Valley Bus Rapid Transit (BRT), or MVX project. As part of the project UTA is working with local jurisdictions to collect right-of-way and access to local roadways for the busway. UTA using the local roadways for busways creates the need for a lease agreement with the local jurisdiction. The busway for the MidValley Connector BRT project will be constructing a new bus hub on the SLCC campus.

DISCUSSION:

The lease agreement with Salt Lake Community College (SLCC) and UTA contains the following:

- SLCC leases to UTA portions of their property for a BRT alignment and hub.
- 50 year lease with an automatic renewal for an additional 50 year lease unless either party provides notice to not renew the lease.
- No lease value assigned to street for FTA reporting
- SLCC leases to UTA property for the SLCC Hub

- Lease valued at \$2.245M for FTA reporting; no actual funds exchanged.
 - UTA is responsible for maintenance of UTA facilities including snow removal from BRT hub area.
 - SLCC is responsible for all SLCC street maintenance and improvements.
 - On weekends, legal holidays, and college holidays UTA shall be responsible for snow removal from the BRT Lanes, otherwise SLCC is responsible.
 - UTA to provide criminal reports upon request.
-

CONTRACT SUMMARY:

Contractor Name:	Salt Lake Community College
Contract Number:	23-P00313
Base Contract Effective Dates:	January 10, 2024 - January 10, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$0.00; FTA reporting value \$2,245,000
Procurement Method:	N/A
Budget Authority:	FTA Funding

ALTERNATIVES:

If not approved, the BRT stations will not be available to the public in the Salt Lake Community College area. The ridership gained by putting a hub on campus gives us the federal grant. Without the ridership we would not get federal funds.

FISCAL IMPACT:

No fiscal impact

ATTACHMENTS:

- 1) SLCC Public Way Lease Agreement

PUBLIC WAY LEASE AGREEMENT

This Public Way Lease Agreement (the "Agreement") is entered into as of 21st day of November, 2023 (the "Execution Date"), by and between the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and SALT LAKE COMMUNITY COLLEGE, an institution of higher education in the State of Utah (hereinafter "SLCC").

RECITALS

WHEREAS, SLCC owns and has jurisdiction over the SLCC property;

WHEREAS, UTA is engaged in a project ("Project") to design, construct, and operate the Midvalley Bus Rapid Transit Bus Rapid Transit that will follow a route through Murray, Taylorsville, West Valley, and SLCC (the "BRT"), and which will serve the public;

WHEREAS, the Parties desire to enter into this Agreement to (i) provide UTA with the right to construct and operate the BRT on SLCC property, and (ii) to define the Parties' roles and responsibilities with respect to the design and construction of the Project, and with respect to the operation and maintenance of the completed BRT.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "BRT Stations" means stops along the BRT also known as platforms designated for level or near-level boarding which may appear on the side of the road (in shared corridor or outside bus lanes) or in the median of the road (Exclusive BRT Areas).

1.2 "Exclusive BRT Areas" means the sections of roadway to be constructed and/or restriped on UDOT highways and/or SLCC Property as part of the Project and designated for exclusive use by UTA buses, except as identified herein or otherwise agreed to by the Parties. The Exclusive BRT Areas do not include the underlying real property.

1.3 "SLCC Streets" means those university streets within SLCC's Property boundaries that are not designated as State highways under Utah Code Ann. Title 72, Chapter 4.

1.4 "SLCC Street Improvements" means the land, busway, roadway materials, curb, gutter, sidewalks and other improvements to be acquired, installed, constructed, reconstructed, or relocated on SLCC Property as part of the Project, and which are not considered UTA facilities. The SLCC Street Improvements include relocated sidewalks, and widened roadways, excluding traffic control devices which shall be controlled and maintained by UDOT.

1.5 “Party” and “Parties” means UTA or SLCC, and UTA and SLCC, respectively.

1.6 “UTA Facilities” means the BRT Stations and appurtenant improvements such as canopies, benches, and ticket vending machines, the Exclusive BRT Areas, and communications infrastructure serving the BRT Stations.

1.7 “Force Majeure Event” means any event or circumstances beyond the reasonable control of the Parties. This includes, but is not limited to: war (declared or undeclared), riot, insurrection, acts of terrorism, civil unrest or disturbance, public health emergency, explosion, fire, earthquake, or other abnormal weather condition or actions of the elements. The Parties agree that in order for the event to constitute a Force Majeure Event, notice must be provided to the other Party of its inability to perform as soon as reasonably possible following the cessation of the Force Majeure Event.

ARTICLE II ALIGNMENT AND LEASE OF SLCC PROPERTY

2.1 The BRT alignment marked Exhibit “A” shows the streets and rights-of-way for Project (Exhibit “A” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.2 SLCC leases to UTA the following portions of SLCC Property (collectively referred to as the “Leased Premises”):

2.2.1 Such surface areas of SLCC property (including SLCC streets) reasonably required to construct a roadway along the BRT alignment identified in Exhibit “A.”

2.2.2 Such subsurface areas of SLCC Streets along the BRT alignment as are necessary for UTA to install communications infrastructure such as duct banks, conduit, and fiber as necessary for the efficient operation of the BRT, but not to include such subsurface areas that are already occupied by existing or currently planned utilities or other subsurface areas where the location of BRT communications infrastructure would have an unreasonable negative impact on existing or currently planned utilities.

2.2.3 SLCC reserves the right to modify the BRT alignment if deemed appropriate by SLCC to construct a building or other infrastructure along the route during the Leased term, which shall require a modification to this Agreement. Any proposed modification will be subject to negotiations between the Parties and shall require the written approval of UTA, which will not be unreasonably withheld.

2.3 The general descriptions of the areas Leased to UTA for UTA Facilities provided above are based on the final design drawings (also referred to hereafter as the FDD). The final, precise locations and boundaries of the areas Leased to UTA for UTA Facilities and areas determined to be Exclusive BRT Areas will be subject to the written approval of SLCC, which will not be unreasonably withheld or delayed.

2.4 SLCC is donating the rights set forth in this Agreement to UTA at no cost, as an in-kind contribution to the Project. The appraised value of the Lease described above is valued at \$2,245,000.

2.5 SLCC shall own the SLCC Street Improvements, and will have no ownership interest in the UTA Facilities. UTA shall own the UTA Facilities, and will have no ownership interest in the SLCC

Street Improvements. UTA is responsible for maintaining UTA Facilities in good repair for their useful life, as further identified in Section 4.2 and Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.6 Notwithstanding the use of the term "Lease" in this Agreement the Parties intend that the Parties' rights and remedies under this Agreement be determined solely by the express terms of this Agreement.

2.7 The Exclusive BRT Areas will be non-exclusive at streets that intersect the BRT alignment, as necessary to allow other automobile and pedestrian traffic to cross the alignment. The Exclusive BRT areas on SLCC property will also be non-exclusive as to use by emergency vehicles, SLCC service and maintenance vehicles, and pedestrian traffic at customary locations along the BRT alignment. The Parties may further identify areas that are available for use by general traffic, such as areas that overlap existing traffic patterns.

ARTICLE III TERM

3.1 This Agreement is executed with the anticipation UTA will be awarded a Capital Improvement grant from the Federal Transit Administration (FTA), in an amount sufficient, together with local funding, to complete the Project. This Agreement is expressly conditioned on UTA executing a Capital Improvement Grant Agreement with FTA and providing evidence to SLCC that it has sufficient funding to complete the Project. If UTA and FTA do not execute a Capital Improvement Grant Agreement, or if UTA does not also provide evidence to SLCC that it has sufficient funding to complete the Project, this Agreement shall be of no further force or effect. Once UTA commences the Project at SLCC, UTA must complete the Project within a reasonable time or must restore any modifications to the Leased Premises to the original state, at the sole discretion of SLCC. UTA anticipates that the Project will be completed on or before December 7, 2026. The FTA shall retain a federal interest in the improvements made to UTA Facilities, for which improvements UTA shall maintain continuing control. No other rights may be assigned by UTA without express written approval of SLCC.

3.2 The rights set forth above are for an initial term of fifty (50) years from Execution Date of this Agreement, and will automatically renew for an additional term of fifty (50) years unless either Party provides notice at least one hundred and eighty (180) days prior to the expiration of the initial term that it does not intend to renew the Agreement.

3.2.1 Notwithstanding section 3.2, SLCC may terminate this Agreement prior to the expiration of the initial term if

- (i) UTA permanently terminates or abandons transit service on the Leased Premises;
- (ii) Except as identified in (iii), and upon commencement of services, UTA does not provide transit service on the Leased Premises for a period of three (3) months, except when due to a Force Majeure Event and for up to three (3) months after the cessation of the Force Majeure Event, as necessary to reconstruct UTA Facilities;
- (iii) UTA does not provide transit service on the Leased Premises for a period of three (3) months due to a Force Majeure Event and UTA has had at least three (3) months after the cessation of the Force Majeure Event to reconstruct UTA Facilities and has not done so;
- (iv) UTA commits a material breach of this Agreement that is not cured following notice of default by SLCC within the time periods set forth in Section 3.2.2, or
- (v) SLCC suffers a Force Majeure Event that prevents its performance of the Agreement.

3.2.2 Prior to terminating the Agreement for one of the reasons stated in section 3.2.1, SLCC shall provide UTA with written notice of its intent to terminate and its basis for doing so. If the purpose for termination is due to UTA's failure to provide transit services as described in 3.2.1 (i), (ii), or (iii), and UTA does not recommence transit service within three (3) months from the date of SLCC's notice, the rights granted in the Agreement will terminate and UTA shall, upon SLCC's request, remove all UTA Facilities within six (6) months of said termination. If the purpose for termination is due to a material breach described in 3.2.1 (iv), and the breach is not cured by UTA within thirty (30) days from the date of SLCC's notice, the rights granted in the Agreement will terminate and UTA shall, upon SLCC's request, remove all UTA Facilities within six (6) months of said termination. Notwithstanding anything herein, SLCC shall have all remedies available to it, at law or in equity, in the event of a breach of this Agreement by UTA.

ARTICLE IV OPERATION AND MAINTENANCE

4.1 UTA shall operate the BRT and provide regular service to the general public in accordance with applicable Federal and State law.

4.1.1 In recognition of the significant governmental interest in the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and system vehicle traffic, and the resulting need for crowd control and attention to surroundings, and the fact that there are other ample alternative channels for communication, the Parties agree, in order to comply with Utah Code §53B-27-201 et.seq., that reasonable time, place and manner restrictions may be imposed at the BRT to limit expressive activity that may adversely impacts BRT operation such as in areas, including, but not limited to traffic safety and orderly pedestrian usage of busses. .

4.1.2 No commercial advertising shall be allowed on the BRT Station or other UTA Facilities except that advertising for the BRT itself shall be allowed.

4.1.3 As part of the Project, traffic signal systems along the BRT alignment will be programmed to give priority to BRT vehicles (except that the highest priority will always be given to emergency vehicles) where the Parties deem appropriate, with the intent of striking an appropriate balance between BRT efficiency and other local and regional traffic needs. The initial signal timing will be determined as part of the design process. Once the BRT is operational, upon the request of one Party, the Parties shall meet to assess system performance and discuss potential adjustments to the traffic signal priority system. The Parties agree to work together to attempt to implement a solution that meets each Party's needs to the greatest extent possible and to take advantage of technologies to improve system performance for both the BRT and general traffic. The Parties acknowledge that ideally, BRT buses need to be able to jump traffic queues in order to re-enter mixed traffic and that the BRT needs to operate with regular, predictable headways. However, the Parties further acknowledge that UDOT (working in coordination with SLCC) reserves the right, in its sole discretion, to adjust signal timing to address competing needs and UDOT shall at times retain ultimate control of timing and signalization priority, UTA or UDOT shall be responsible for the repair, maintenance, and any expenses pertaining to the BRT signals, including cost to power the BRT signals.

4.2 Maintenance and Utilities.

4.2.1 BRT Stations and UTA Facilities. UTA shall be responsible for all routine maintenance and long-term maintenance of the UTA Facilities and BRT Stations, as identified further in Exhibit "B," except for routine maintenance of, and snow removal from, the BRT Roadway Areas. UTA agrees to reimburse SLCC, if SLCC elects to conduct maintenance, for items needing repair, including graffiti, that are located in the UTA Facilities and BRT Station, within 30 days from invoicing.

4.2.2 Landscaping. UTA shall be responsible for all routine and long-term maintenance of the landscaping in the center of the SLCC Hub "saw blade" as identified in Exhibit "B".

4.2.3 SLCC Streets, SLCC Street Improvements and Exclusive BRT areas. SLCC shall be responsible for routine and long-term maintenance of SLCC Streets and SLCC Street Improvements to the extent identified in Exhibit "B". Long term maintenance includes surface treatment such as slurry sealing, micro-surfacing, asphalt mill and overlay, as well as more comprehensive pavement replacement. Any such maintenance will be coordinated between the Parties to minimize disruption to the BRT and other traffic. In Exclusive BRT Areas, UTA will be responsible for routine and long-term maintenance of roadways and asphalt or pavement and sidewalks. UTA agrees to reimburse SLCC for any routine and long-term maintenance of Exclusive BRT areas, which is the responsibility of UTA, but the routine or long-term maintenance is conducted by SLCC. In such case where SLCC performs this maintenance work, it will send an invoice or bill to UTA for these goods and services and UTA will reimburse SLCC within a seventy-five (75) calendar of the date of the bill or invoice.

4.2.4 Snow Removal. Except on weekends, legal holidays and college holidays SLCC shall be responsible for snow removal from the BRT Exclusive Lanes. UTA shall be responsible for snow removal from its platforms. SLCC shall designate a contact person that UTA may contact to resolve issues related to snow removal.

4.2.5 UTA will maintain all UTA Facilities in a prompt and efficient manner to a standard acceptable to SLCC.

4.2.6 To coordinate maintenance responsibilities, the Parties shall exchange routine and emergency contact information and keep such information current marked Exhibit "C", which exhibit is intended by the Parties to be a living document updated at least on a quarterly basis. (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

4.2.7-Public Safety: Upon request, UTA will provide a report on incidents of criminal activity involving the BRT and SLCC. However, in all circumstances, UTA will notify the college's Department of Public Safety of all criminal activity at the BRT involving criminal homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft and arson as the college is required by law to provide emergency notice to the campus.

. In the event that a UTA vehicle is involved in a bus crash or causes property damage, UTA will be responsible to investigate the accident.

4.2.8- Utilities for SLCC Property: During the term of this Lease, nothing herein shall impair SLCC from maintaining its utilities as depicted in exhibit "D" . During this Lease, SLCC shall have the right, for the benefit of SLCC property to construct, design, install, repair, replace and use any and all public utilities, including, but not limited to: water, sanitary sewer, electricity, telecommunications and natural gas. (the "Utility Improvements")(SLCC at its sole cost and expense shall maintain and repair the Utility Improvements serving the SLCC's property.) Any work performed by SLCC pursuant to this provision shall be coordinated with UTA so as to not interfere with UTA operations.

4.3 UTA acknowledges the existence of public and private utility facilities under the Exclusive BRT Areas. SLCC reserves the right to enter the Exclusive BRT Areas as and when reasonably necessary to inspect, maintain, repair, or replace SLCC-owned facilities located on, under, or adjacent to the Exclusive BRT Areas. To the extent reasonably possible, SLCC shall coordinate such work with UTA in advance, in order to ensure safety and to minimize disruption of BRT operations. Following completion of the BRT, UTA will not disapprove of SLCC's request to make minor realignments of the BRT Lanes if SLCC pays for the realignment and the realignment of the lane does not have significant impact to the BRT route or operation.

4.3.1 SLCC may grant additional easements, Leases, franchises and permits ("Utility Rights") in the future for utility facilities including water line upgrades under or over Exclusive BRT Areas, so long as such facilities do not unreasonably interfere with operations of the BRT. SLCC shall notify UTA of (i) any requests for new Utility Rights under or over the Exclusive BRT Areas, and (ii) any applications for street cut permits within the Exclusive BRT Areas. UTA shall have two (2) weeks to review and object to such requests or applications prior to work commencing. The Parties shall cooperate to minimize disruption to BRT service caused by the granting of any new Utility Rights for new utility facilities.

4.3.2 If UTA or its contractors require use of the area outside the leased area, for example to store or stage equipment during construction such will be memorialized by a separate written agreement.

ARTICLE V LIABILITY

UTA shall use the Leased Premises at its own risk. Each of the Parties enjoy governmental immunity protections and will be responsible for their own acts and omissions according to law.

ARTICLE VI ENTIRE AGREEMENT – COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

This Agreement is binding upon all of the assigns, grantees and successors in interested to each of the Parties, and shall remain in full force and effect until amended as provided herein.

**ARTICLE VIII
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the Parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County or Weber County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE IX
NONWAIVER**

No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

**ARTICLE X
SEVERABILITY**

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

[Section Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

APPROVED AS TO FORM:

DocuSigned by:
Tim Merrill
56A03BC7C491482...
Timothy G. Merrill
Assistant Attorney General

UTAH TRANSIT AUTHORITY

By: _____
Jay Fox
Executive Director

By: _____
David Hancock, Chief Capital Services Officer

DocuSigned by:
Andrea Pullos
5084572AEF504AC...
By: _____
Andrea Pullos, Project Manager

APPROVED AS TO FORM

Christ A. L.
Christopher A. Lacombe
General Counsel

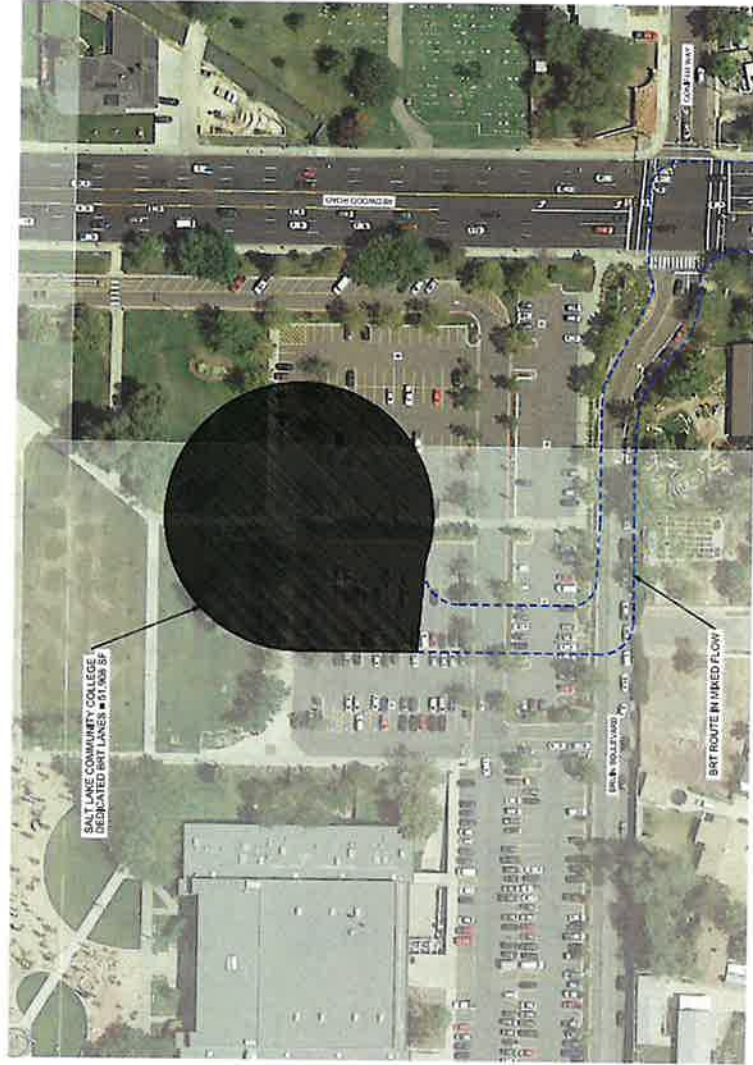
SALT LAKE COMMUNITY COLLEGE

By: Chris A. Martin
Chris A. Martin Vice President for Finance &
Administration

**EXHIBIT A
BRT ALIGNMENT**

SALT LAKE COMMUNITY COLLEGE

SLCC HUB



SALT LAKE COMMUNITY COLLEGE
TOTAL DEDICATED BRT AREA 401,100 SF
NO PROPERTIES WITH FEDERAL INTERESTS
ARE INCLUDED.

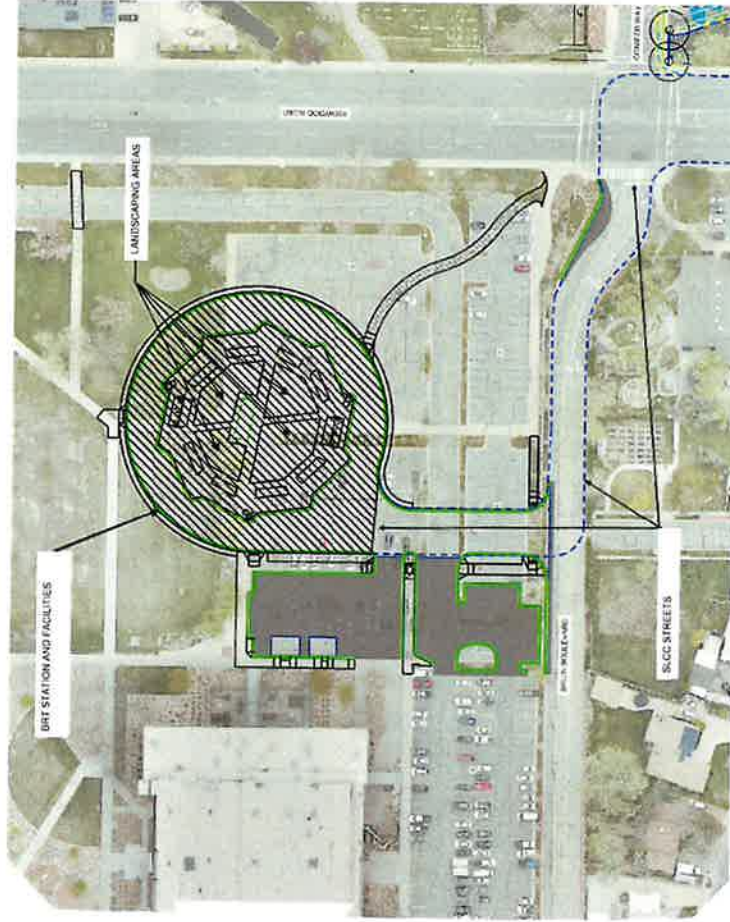
MIDVALLEY CONNECTOR BRT
DEDICATED BRT CONFIGURE 3
SALT LAKE COMMUNITY COLLEGE
6/16/2022

**EXHIBIT B
MAINTENANCE MAP**

SALT LAKE COMMUNITY COLLEGE

MIDVALLEY CONNECTOR BRT
DEDICATED BRT ROW FIGURE 3
SALT LAKE COMMUNITY COLLEGE
11/04/2022

SLCC HUB



LEGEND:

-  DEDICATED BUSWAY - MAINTAINED BY UTA
-  BRT ROUTE OVERLAPPING EXISTING TRAFFIC PATTERNS
-  NOT INTENDED TO BE FOR THE EXCLUSIVE USE OF BRT.

SALT LAKE COMMUNITY COLLEGE
TOTAL DEDICATED BRT AREA = 51,000 SF
NO PROPERTIES WITH FEDERAL INTERESTS
ARE INCLUDED

**EXHIBIT C
EMERGENCY CONTACTS**

SLCC

SLCC Services Director

Associate Vice President for Facilities (Josh Sylvester)

Phone Number: (801) 957-4101

Email address; jslva23@slcc.edu

UTA

MAINTENANCE OF Facilities

Guy Miner

(801) 448-2696

gminer@rideuta.com

BUS OPERATIONS

Robert Brothersen, Bus Stop Administrator

(801) 287-2325

RBrothersen@rideuta.com

EXHIBIT D
FINAL DESIGN DRAWINGS



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

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

TITLE:

UTA Policy - UTA.04.02 Additional Service Requests

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Approve for adoption UTA.04.02 Additional Services Requests and rescind Corporate Policy 2.1.7 Request for Charter Service and Free Service

BACKGROUND:

Board Policy 1.1 Process for Establishing Board Policies requires UTA policies to be submitted to the Board for review and approval. The proposed policy is being recommended to the Board in order to comply with the Federal Transit Administration's (FTA) guidelines for public transit charter service. In addition, the policy defines a clear process for UTA to evaluate additional service requests.

DISCUSSION:

The Board of Trustees will be presented with a new policy that defines roles, responsibilities and criteria for determining additional service request for businesses, organizations, government and community agencies.

ALTERNATIVES:

If UTA.04.02 Additional Services Requests policy is not adopted, Corporate Policy 2.1.7 Requests for Charter Services must be rescinded.

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA.04.02 Additional Service Requests

UTAH TRANSIT AUTHORITY POLICY

No. UTA.04.02

ADDITIONAL SERVICES REQUESTS

1) Purpose.

The purpose of this policy is to provide guidelines for administering additional transit service in support of particular events. The additional service may consist of Baseline Service for Events, or Sponsored Service Requests. These methods of providing additional service have been established to ensure that UTA is able to provide safe, reliable, and efficient transit service to meet the needs of event attendees while maintaining baseline service levels for all riders. By establishing these guidelines, UTA seeks to enhance the overall transit experience for event attendees and promote the use of public transit as a sustainable transportation option in the community. The standard operating procedure on additional service requests will be used to determine the type of service to be provisioned, if appropriate.

2) Definitions.

“Baseline Service” means regularly scheduled transit service provided by UTA or its contractors including bus, light rail, innovative mobility, and commuter rail services.

“Event Service” means additional services added to baseline service during an event that may increase ridership beyond the baseline service level.

“Charter Service” means (1) transportation provided at the request of a third party for exclusive use of UTA vehicles, including service that is not part of UTA’s regularly scheduled service, and (2) all other form of charter service as defined by the Federal Transit Administration’s Charter Service Regulations (49 CFR Part 604). Requests for Charter Service will no longer be considered by UTA.

“Sponsored Service” means longer-term transit service provided by UTA pursuant to a sponsored service agreement that is funded in whole or in part by a third-party sponsor for the purpose of improving transit availability in a specific area. This service is open to the public, and the third-party sponsor has no influence on ridership eligibility or restrictions.

“UTA” means Utah Transit Authority.

3) Policy.

A. Event Service

UTA recognizes the importance of providing additional resources necessary to increase transit capacity during events that may increase ridership beyond the Baseline Service level. Requests for additional service during events will be evaluated on a case-by-case basis and may include the deployment of appropriate resources. However, UTA reserves the right to decline any request that may disrupt Baseline Service, exceed available resources, be inconsistent with UTA or local or regional service or transit plans, or be inconsistent with UTA’s mission.

B. Charter Service

UTA no longer provides Charter Service and refers interested parties to private transportation providers.

C. Sponsored Service

UTA recognizes the importance of providing adequate public transit service to benefit the community, businesses, cities, and government entities in certain areas. UTA will review each Sponsored Service request and determine the feasibility of providing Sponsored Service based on available resources, the five-year service plan, regional and local transit plans and the sponsor's willingness to enter into a Sponsored-Service agreement and cover the additional costs. The Board of Trustees will approve each request for sponsored service and UTA reserves the right to decline any request that may disrupt Baseline Service, exceed available resources, be inconsistent with UTA or local or regional service or transit plans, or be inconsistent with UTA’s mission.


D. Exceptions

1. Requests for additional transit services that fall outside the scope of this policy may be considered on a case-by-case basis by the UTA Board of Trustees with a recommendation from the Executive Director and the Chief Planning and Engagement Officer.
2. Request for additional transit services that cannot be accommodated due to resource limitations or other factors will be denied.

4) Cross-References.

- 49 CFR Part 604 – FTA Charter Service Regulations
- FTA C 9030.1G – Private Sector Participation in Public Transportation
- Public District Transit Act, Utah Code Section 17B-2a-801

This UTA Policy was reviewed by UTA’s Chief Officers on 10/04/2023, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:

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 Nichol Bourdeaux, Chief Planning &
 Engagement Officer
 Accountable Executive

 Jay Fox
 Executive Director

Approved as to form and content:

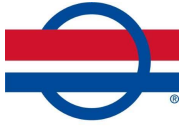
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 Counsel for the Authority

History

Date	Action	Owner
	Rescinds – Corporate Policy 2.1.7 Requests for Charter Service and Free Service	
	Board Approved – UTA.04.02 Additional Service Requests	Chief Planning and Engagement Officer
	Adopted – UTA.04.02 Additional Service Requests	Chief Planning and Engagement Officer



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 1/10/2024

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

TITLE:

Fare Revenue

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion.

BACKGROUND:

This is a discussion on Fare Revenue as requested by the Board of Trustees.

DISCUSSION:

This discussion will provide a comprehensive review of fare revenue including:

- Fare revenue by source type
- Historical shifts in fare media
- Tap and inspection behavior
- Trends in ridership and revenue
- Current challenges
- Outlook

ALTERNATIVES:

NA

FISCAL IMPACT:

NA

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Megan Waters, Community Engagement Director
Cristobal Villegas, Community Engagement Specialist

TITLE:

Community Outreach and Events Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

UTA's Community Engagement Department, working collaboratively with other departments, has played an integral role in numerous community events and initiatives throughout our service area in 2023. Our commitment is to foster connections with communities through purposeful outreach and engagement programs, considering geographical, social, and cultural diversity.

We actively participate in events and opportunities that align with our transit nexus, provide avenues for transit education, and facilitate connections with communities facing potential transit barriers. By strategically selecting engagements, we aim to bridge gaps and strengthen relationships, ensuring that our outreach efforts resonate with the unique needs and perspectives of the communities we serve.

DISCUSSION:

In 2023 the Community Engagement Department participated in 86 community opportunities and events.

2023 Highlights:

- Resource Fairs Participation
- Community Engagement Impact
- CE Internship Program

- Community Based Organizations (CBO)

2024 Efforts:

- Establishing CBO Platform and Agreements
- Engagement Plan with CBOs
- Visual Asset Map of Events throughout Wasatch Front
- UTA-wide Event Steering Committee

Key internal stakeholders: Many thanks are owed to Customer Service for their support of outreach and engagement opportunities. Additional thanks to all those UTA employees who contributed their time and energy to supporting these opportunities.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

None



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 1/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Cindy Medford, Manager of Customer Services

TITLE:

Constituent and Customer Service - 2023 Annual Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

As per the Public Transit District Act, the UTA Board of Trustees facilitates hearing, responding to, and keeping a log of customer comments through the UTA Customer Service Department. Comments are reported to the Board and the Local Advisory Council annually through the Constituent and Customer Service Report. The report includes an overview of the previous year's constituent comments and statistics.

DISCUSSION:

The attached report summarizes the 2023 customer comments, including quantity, manner received, and the subject matter. This data is presented to the agency to ensure customer input is incorporated into UTA processes and service delivery.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

2023 Customer Comments Report



CUSTOMER COMMENTS 2023

CINDY MEDFORD
MANAGER OF CUSTOMER SERVICE

Exceeding Customer Expectations is fundamental to the mission of the Utah Transit Authority (UTA), We Move You. The degree to which UTA is able to meet and exceed the expectations of its customer constituents (hereafter referred to as customers) depends on a clear, accurate understanding of those expectations. UTA’s customer service professionals significantly aid such understanding through direct communication with customers.

The UTA Customer Service Department is the primary resource for customers to register their questions or concerns. The department invites, monitors, documents, investigates, and resolves feedback from UTA customers throughout UTA's service district.

UTA is responsible by law to provide transit as a public service. Accordingly, any member of the public can reach out to the UTA Customer Service Department and ask questions or provide comments by phone, by email, via the RideUTA.com website, in person at a UTA office, or by mailing a letter.

UTA defines *customer comment* as an experience, observation, or suggestion conveyed by a customer to UTA in relation to its services. Customer Service staff enter all pertinent information obtained through submitted comments or in-person customer interactions, including customer names and contact information, into a software program. UTA adheres to internal policies and rules that protect customer privacy and safeguard any customer information collected.

For every comment submitted, staff conduct an internal investigation for cause or consideration. The ultimate goal of this process is to resolve concerns and exceed customer expectations. UTA also uses the customer comment data to support decision-making across UTA, including operations, fares, safety and security, planning, analytics and reporting, communications, and demonstrating accountability.

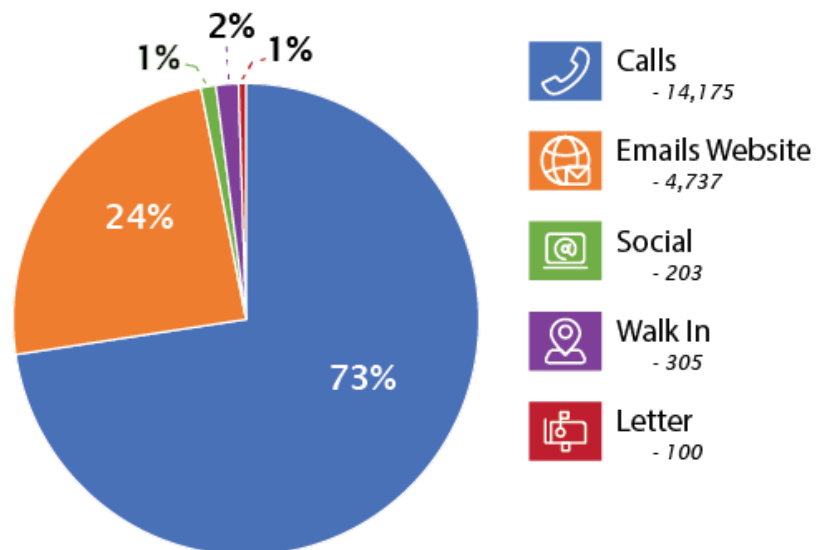
UTA policy requires processing of all customer comments within seven days of receipt. Throughout 2023, the Utah Transit Authority’s average turnaround time for this process was five days.

The total number of comments received in 2023 was 19,520.

Customer Comments by Source

Figure 1: Number of Customer Comments in 2023 by Source

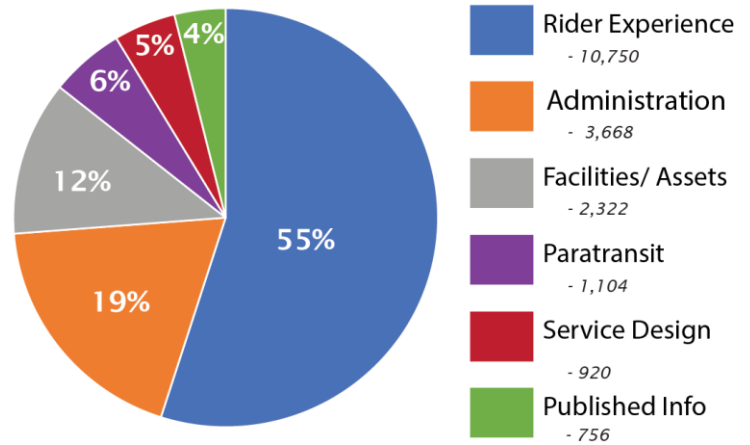
Figure 1 illustrates the distribution of customer comments by the source of those comments.



Comment Categorization

Figure 2: Incident Categories in 2023

Figure 2 shows the first level of categorization of feedback into six overall groups of customer comments UTA received during 2023:



- **Rider Experience:** Situations that may arise while a customer is using public transportation
- **Administration:** Comments about UTA policy, fare payments, or pilot programs
- **Facility:** UTA property, including vehicles, buildings, transit stations, or stops
- **Paratransit:** Services provided to customers with qualifying accessibility needs
- **Service Design:** Planning and design of services, including frequency and coverage
- **Published Information:** Communication provided to the public digitally, on paper, or through wayfinding signage

Top 5 Overall Comments From Customers

During 2023, comments received from the public about service on UTA are listed by the type of feedback. The most frequent feedback type is employee interactions with customers. The next three show somewhat less common but similar numbers of comments about pass-by complaints (unconfirmed), repairs, and commendations from customers. UTA driving habits is the fifth most common type of feedback UTA received.

The graph below (Figure 3) provides another view of customer comments broken down by type of customer feedback.

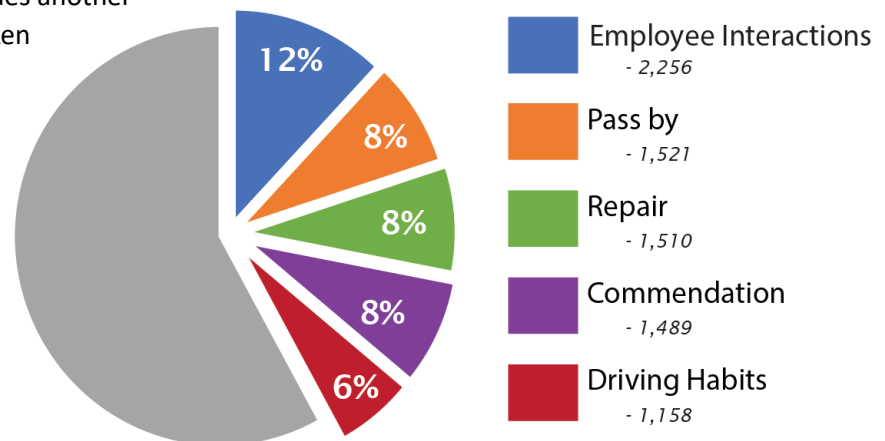


Figure 3: Top Five Comment Types 2023

Below are definitions for each of these customer feedback sub-categories:

- **Employee Interactions:** Comments regarding the interactions customers have with UTA employees
- **Pass-By:** Customer feels that they were in a location where the operator should have stopped or waited to pick them up
- **Repairs:** Reports of damage, vandalism, or garbage
- **Commendation:** Employee interaction was appreciated by the customer
- **Driving Habits:** Observations of an employee's driving skills

Examples of Resolved Customer Comments

The sample comments below express some type of concern or question about UTA's performance. Each comment received diligent follow-up by Customer Service staff to investigate and resolve the issue.

Employee Interactions:

- Customer is complaining about the driver on route #33 for letting a drunk customer on the bus even after seeing that the customer was drunk. Drivers have let drunk people on the buses and the customer feels this is unsafe for the riders.
- The customer is reporting a very rude operator. The customer was in Sandy and the bus came late. There was a family on the bus and the little children were being a little noisy. You could tell the operator did not like the children on the bus. When the family pulled the cord to get off, the driver did not stop at the stop but stopped a way after, causing the family to walk farther.

Pass-By:

- Customer wants to file a complaint against the route #33 at 6:19am to Olympus Cove. The customer states that he was right next to the stop and the bus left him behind. Customer states that UTA does not care that this happens. The driver only needed to look in his review mirror to see that the customer wanted to board.
- The bus driver left even though I was running toward him after getting off the FrontRunner. The bus was still at the pickup point, and I was a few feet away. Apparently running and waving your arms and yelling is not enough for the driver to wait 2 seconds. I've never had a driver just completely disregard me like that.

Repairs:

- Customer called in to report that the north ticket vending machine is not accepting card or cash.
- There is a large gap in the fence right by the train tracks in our neighborhood. I am extremely concerned for the safety of the children in this area. Please have someone contact me about getting this repaired.

Commendations:

- Customer states they had good service on the route #994. Customer states the driver was great.

- Everyone was worried about getting on the bus. Driver was polite and let everyone on the bus. Driver should get a raise.
- Driver is very respectful towards all his passengers and provides valuable information when requested. He is also happy all day long.
- My driver is a friendly, exceptionally caring person. He anticipates that I need the ramp, or the bus lowered. Really cares about us passengers.

Driving Habits:

- I used my flashlight this morning to flag the operator because it was dark. I was walking down the aisle, and the operator took off before I could sit down, and I lost my balance. I grabbed the railing to stop myself from falling and my phone screen got smashed and cracked my screen. I wish the operators would wait for everyone to sit down before they take off.
- Customer called in and stated that the operator of route #1 is driving crazy. Also stated that he keeps slamming on his breaks and then speeding up. It is a very uncomfortable ride.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 1/10/2024

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

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

BACKGROUND:

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

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss collective bargaining



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 1/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer

TITLE:

R2024-01-01- Resolution Authorizing Execution of a Collective Bargaining Agreement with International Brotherhood of Teamsters Local Union No. 222

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2024-01-01 authorizing UTA's Executive Director, Chief People Officer, and Treasurer to execute and deliver the new terms of a collective bargaining agreement (CBA) with Teamsters Local 222. The CBA includes the attached corresponding Memorandums of Agreement which, as a condition of approval, must be executed by two UTA-authorized signers.

BACKGROUND:

Approximately 42 TRAX Operations Supervisor employees of UTA are represented by International Brotherhood of Teamsters Local 222 (IBT) for wages, benefits, and working conditions. These supervisors elected representation in May 2022. Parties began negotiations for a first Collective Bargaining Agreement (CBA) in September 2022. A Tentative Agreement (TA) of terms for a CBA was reached on November 10, 2023.

DISCUSSION:

On November 17, 2023, the TRAX Operations Supervisors voted to accept the terms as presented in the TA. The terms negotiated in the TA include wages, benefits, and working conditions. Work rules included in the TA are consistent with practices in place at the TRAX Service Unit prior to collective bargaining and provides for yearly Board approval of any wage rates and annual increases consistent with all UTA administrative employees. If approved, the terms of this new CBA will be effective January 10, 2024 through October 31, 2026 (UTA Contract #23-P00321).

ALTERNATIVES:

If this resolution is not adopted, parties would need to return to negotiations to attempt to bargain different terms that would be acceptable to both parties or declare impasse.

FISCAL IMPACT:

Projected increases to TRAX Service Unit wages are consistent with costs associated with administrative employee increases. The fiscal impact of the CBA for 2024 is \$503,052 of which \$128,998 is included in the 2024 Operating Budget approved by the UTA Board of Trustees on December 20, 2023. The incremental cost of \$374,054 for 2024 may result in a Budget Amendment during the execution of the fiscal year to either add to or adjust line items within the 2024 approved Operating Budget.

The total estimated impact to the five-year financial plan (2024-2028) is \$2,684,155 of which \$688,301 is included in the five-year financial plan supporting the approved 2024 Operating Budget. The impact of the five-year incremental cost of \$1,995,854 can be absorbed within projected fund balances without significant fiscal impact.

ATTACHMENTS:

Resolution R2024-01-01, including the CBA as an exhibit.

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

R2024-01-01

January 10, 2024

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

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

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

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

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

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

Approved and adopted this 10th day of January 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins

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Legal Counsel

EXHIBIT A

Collective Bargaining Agreement between

Utah Transit Authority and International Brotherhood of Teamsters Local 222

**AGREEMENT BETWEEN
UTAH TRANSIT AUTHORITY**



And

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION NO. 222**



**Term of Agreement
January 10, 2024 – October 31, 2026**

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ARTICLE 1 - PREAMBLE

This Agreement is entered into this 10th day of January, 2024, between the Utah Transit Authority (“UTA”) and Teamsters Local 222 (“Union”), for the purpose of undertaking a harmonious working relationship between the UTA, the Union, and the UTA’s bargaining unit employees.

It is the goal and intent of the parties to set forth here an agreement regarding rates of pay, hours of work, certain work rules and terms of employment, and an orderly way to resolve differences which may arise. In furtherance of this goal, the UTA and the Union do agree as follows.

ARTICLE 2 - UNION RECOGNITION

Pursuant to the May 23, 2022, Final Judgment and Order of the District Court in Third Judicial District, Court Case No. 20090775, resulting in an election which was certified by an independent Election Monitor, the UTA recognizes the Union as the sole and exclusive collective bargaining agent for all Light Rail Operations Supervisors of UTA in the unit certified by the Court.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Management Rights

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

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

discontinue, reorganize, and combine any job duties unless expressly modified or restricted by a provision of this Agreement.

- (c) The UTA will also have the right to discharge, suspend, or otherwise discipline employees for just cause; to demote or promote employees; to determine the methods of investigating potential employee misconduct and enforce a substance abuse policy.
- (d) The provisions of this Agreement do not prohibit the UTA from directing any person not covered by this Agreement from performing any task. The UTA, therefore, has the right to schedule its management and other non-bargaining unit personnel at any time and in the manner of the UTA's choosing. The selection of managerial personnel will be the responsibility of the UTA and will not be subject to the grievance and arbitration provisions of this Agreement.
- (e) It is agreed that the listing of the above management rights will not be considered to exclude other rights of management not specifically listed. Any other right relating to management of the UTA's business and the direction of the work force which the UTA has not specifically abridged, delegated, or modified by this Agreement, whether or not the UTA has used such power, function, authority and right before execution of this Agreement, is specifically retained by the UTA, and any failure to exercise any power, function, authority, or right in a particular way will not be considered a waiver of the UTA's right to exercise such power, function, authority, or right in a different manner, or preclude the UTA from exercising such power, function, authority or right in the future, so long as it is not in conflict with the express provisions of this Agreement.

ARTICLE 4 - UTA POLICIES

Section 1. Existing Policies: Unless otherwise addressed or modified by this Agreement, all written policies applicable to bargaining unit employees as of ratification or implementation of this Agreement will continue to apply to bargaining unit employees on the same basis as such policies apply to non-bargaining unit employees. Such existing policies may be changed or discontinued from time to time in the UTA's sole discretion. Employees and the Local Union will be notified of such changes.

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

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

ARTICLE 5 - NON-DISCRIMINATION

The Parties agree to adhere to the principles of equal employment opportunity and to cooperate with each other in complying with all applicable federal, state and local laws and regulations relating to equal employment opportunity. The Parties agree there will be no discrimination against any employee based on race, color, sex, religion, creed, national origin, nationality, ancestry, political affiliation, gender identity, sexual orientation, age, disability, pregnancy, breastfeeding, genetic information, marital or domestic partnership status, military service, union membership or non-union membership, or any other basis prohibited by applicable law. The Union and the UTA recognize and agree to comply with the provisions of FMLA and USERRA.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

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

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of another company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of another company.

Section 2. Remedies: The Union expressly agrees that it will take and use every reasonable, prompt and positive measure and effort to prevent and stop any acts described in Section 1 of this Article including, but not limited to, the mailing to each employee covered by this Agreement of a notice, signed by authorized representatives of the Union stating that the employee's action violates the Agreement and state law and instructing all employees to cease their illegal actions immediately.

In addition to any employees being subject to potential termination under Section 3 of this Article, the UTA will also have the right to obtain an injunction in any federal or state court restraining the employees and the Union from striking and picketing or any other violations of this clause, and will ultimately have the right to seek to have a court award damages resulting to the UTA from such activity.

Section 3. Discipline: All employees participating in or promoting any activity prohibited by Section 1 may be subject to termination.

Section 4. Legal Action: In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved

party may, without such exhaustion, immediately resort to an appropriate court of law to seek any available equitable, legal remedies, or both.

ARTICLE 7 - PAY DAYS

- (a) All employees shall be paid their wages, in full, less any legal, authorized deductions, once every two (2) weeks.
- (b) Employees shall be furnished with an itemization showing each category of earnings at the time they receive their paycheck for the payroll period involved.
- (c) All employees shall receive their pay via Direct Deposit.

ARTICLE 8 - WAGES

Section 1. Compensation Adjustments: The wages provided for herein are minimums and the UTA can in its sole discretion pay above the designated wage rates. No employee may be paid at a rate lower than provided for in their classification. UTA may also adjust minimum starting rates to meet business needs, provided said minimum starting rates are not adjusted below those rates set forth in Section 3 below. When such starting rate adjustments are necessary, all current employees who fall under the new minimum pay rate will be adjusted to the new minimum pay rate for their classification.

Section 2. Part-Time Employees: The Employer, at its discretion, may employ a maximum of one (1) employee within the Personnel classification and one (1) employee within the Field classification covered by the Agreement on a part-time basis. Part-time employees are employees who work 29 hours or less per week.

Section 3. Wage Ranges: TRAX Operations Supervisors will be compensated per the terms of UTA's Administrative Compensation Plan defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP No. 510, For purposes of these policies, TRAX Operations Supervisors would be considered Administrative Employees. Effective January 1, 2024, or on the first pay period following date of ratification if after January 1, 2024, the job classifications provided for in this Agreement will be placed into the compensation structure as follows:

- Field/System Supervisor: Pay Grade 16 (Peer Position Commuter Rail System Supervisor)
- Control Supervisor: Pay Grade 17 hourly (Peer Position – Commuter Rail Controller)
- Personnel Supervisor: Pay Grade 17 salary (Peer Position – Commuter Rail Personnel Supervisor)

UTA reserves the right to adjust placement in the salary structure. UTA will use the referenced Commuter Rail positions as peer positions for placement into the salary structure.

As any future adjustments are made to the UTA salary structure, no employee will be paid below the minimum of the pay grade of their classification.

Section 4. Wage Increases: Merit pay increases for 2024, 2025, and 2026, will be provided based on performance, as defined in UTA's Administrative Employee Compensation Plan Policy, No. UTA.05.04 and UTA Agency SOP, No. 510. For purposes of the policies, TRAX Operations Supervisors will be considered Administrative Employees.

Section 5. Lead Controller Supervisor Premium: Employees assigned to act as a Lead Controller Supervisor will receive their current wage plus \$1.00 premium pay for all hours worked in the Lead capacity.

Section 6. Work in Other Classifications: When an employee is required or assigned to work in a higher paid classification, they shall receive the minimum rate of pay for all hours of work in the higher rated classification.

If an employee is required or assigned to work in a lower paid classification, they shall receive their regular rate of pay for all hours worked.

Section 7. Work outside of the Contract: Employees may be required or assigned to perform work that falls under the authority of another bargaining unit. In those situations, employees will be offered any incentive that the other bargaining unit employees have been offered provided they complete the assignment. This will not apply to incentives that have been negotiated with another union.

ARTICLE 9 - HEALTH INSURANCE

Section 1: The UTA agrees to pay one thousand three hundred eighty-nine and 67/100 dollars (\$1,389.67) per month into the Teamsters Security Fund for each employee that is enrolled in health insurance through the Security Fund. This fund will provide the Teton Plan in accordance with the rules prescribed by the Trustees of said Security Fund. Benefits for this premium shall include hospital, surgical, and dental benefits and other benefits as approved by the Trustees. Contingent upon ratification taking place before March 1, 2024, such payment will begin with May of 2024, with coverage under the new plan commencing on May 1, 2024, at which time coverage under the current UTA health plan will cease.

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

Section 3: So long as such benefits are not provided by the insurance under Section 1 above, UTA policy regarding life insurance and long-term disability benefits will continue to apply as per policy No. 6.7.6.1.

ARTICLE 10 - RETIREMENT

Section 1. 457(b) Deferred Compensation Program: TRAX Operations Supervisors may participate in the UTA's 457(b) deferred compensation plan. UTA will contribute \$2.00 for every \$3.00 the employee contributes, up to 2% of their annual salary as an annual participation match.

UTA's participation match is deposited into an investment account in January of the following year. The minimum contribution election for this plan is 2% of the employee's annual income.

Section 2. UTA Pension: TRAX Operations Supervisors will continue to be eligible to participate in the Utah Transit Authority Employee Retirement Plan, as defined in the Utah Transit Authority Employee Retirement Plan and Trust Agreement.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

- (a) The Employer and the Union will seek to select an arbitrator by mutual agreement. If the two cannot agree upon an arbitrator, then it is agreed that the matter in controversy will be submitted to the American Arbitration Association for settlement by obtaining a list of seven arbitrators and alternatively striking from the list until only one person remains who will then serve as the arbitrator for the matter.

- (b) The decision of the Arbitrator will be specifically limited to the issue(s) submitted by the parties, and the arbitrator will have no authority to amend, alter, or change any provision

of the Agreement in any manner. Any and all decisions made in accordance with the procedure here set forth will be binding upon all parties to this Agreement.

(c) The Parties hereto agree that the expenses and fee of the Arbitrator will be borne equally.

Section 2. Time Limits

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

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

ARTICLE 12 - TIME OFF

Section 1. PTO Benefits: The UTA will offer paid time off to bargaining unit employees for bereavement leave, court attendance/jury duty leave, military leave, and parental leave, on the same terms and conditions as UTA Policy No. UTA.05.02, which covers Paid Time Off for Administrative Employees. UTA Policy will continue to provide for utilization and enforcement of all PTO benefits. An employee requesting a leave of absence shall be governed by UTA policy. The UTA may, from time to time, revise its paid time off policies in the regular course of business. Employees and the Local Union will be notified of such changes.

Section 2. Sick Leave: Sick leave is provided for employees to mitigate against loss of income when an employee is unable to perform assigned duties because of illness or injury. Sick Leave may be used for the employee's own, or their Dependent's, illness, injury, or medical appointment. Employees who have completed their Probationary Period and have accrued Sick Leave may use sick leave. Employees using Sick Leave must directly notify their supervisor providing as much notice as practicable. Where the need for leave is foreseeable, notice shall be given not less than twenty-four (24) hours in advance. The Authority may request written medical certification of an

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

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

Sick Leave is accrued at a rate of nine days per year (2.769 hours biweekly). Sick leave will not be accrued during times of unpaid absence. Part-time employees are not eligible for sick leave.

Sick Leave deductions will be charged only in accordance with the Fair Labor Standards Act. Partial days will be deducted as allowed under FMLA. Sick Leave pay is calculated using an employee's base rate of pay at the time of the absence.

While on FML, employees must use all available sick leave before taking unpaid leave. Sick leave will not accrue during an unpaid leave of absence, while receiving worker's compensation, short- or long-term disability payments, or other insurance payments.

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

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

Section 3. Vacation Accrual: Vacation time accrues according to an employee's date of hire and length of service with the Authority. Vacation time accrues based on actual time worked, therefore part-time employees', and in some instances full-time employees' accrual is pro-rated. Vacation will not accrue during an unpaid leave of absence, while receiving Workers Compensation benefits, short- or long-term disability payments, other insurance payments, or during a layoff. Employees accrue vacation at the rate shown below. Part-Time employees' accrual will be half of those hours listed below. Vacation pay is calculated based on using an employee's base rate of pay at the time of the vacation absence and is paid on regular paydays. Vacation pay is not considered hours worked for overtime calculation. The maximum accrual of vacation is 360 hours.

Length of Service	Vacation Days Accrued
Date of Hire through year 2	13 days per year (4 hours per pay period)
Year 3 through 6	15 days per year (4.6 hours per pay period)
Year 7 through year 8	17 days per year (5.23 hours per pay period)

Year 9 through year 11	19 days per year (5.84 hours per pay period)
Year 12 through year 15	21 days per year (6.46 hours per pay period)
Year 16 through year 22	23 days per year (7.07 hours per pay period)
Year 23 years or more	25 days per year (7.69 hours per pay period)

Vacation Deductions and Leave Interactions: Employees' vacation deductions will be charged only in accordance with the Fair Labor Standards Act. Partial days will be deducted as allowed under FMLA. While on FMLA, employees must use available vacation after exhausting sick leave before taking unpaid leave. Employees may save 40 hours of vacation. All non-exempt employees' vacation deductions must be used in half-hour increments. Part-time employees who take vacation will have vacation time deducted from their accrual for the number of hours regularly scheduled to work.

Vacation Usage: All new employees brought into the bargaining unit after ratification hereof will have their annual vacation bidding done by their Light Rail Operations seniority. Current employees will bid by Organization Seniority. UTA reserves the right to block out weeks or days for vacation for business reasons. Employees will be notified what weeks or days are blocked out at the time of the bid. In emergency situations, (i.e., All Star Game etc.) UTA may block out weeks or days throughout the calendar year. Employees and the Union will be notified which timeframes will be blocked out. Vacation requests will be submitted in writing at least twenty-four (24) hours prior to the requested date. Once approved, management cannot modify or cancel an employee's vacation without their permission. There shall be a minimum of two (2) employees allowed off within each of the Control and Field classifications on any given day, during the months January, February, March, April, October, November and December. During the months May, June, July, August and September a minimum of one (1) employee in each of the Control and Field classifications may select vacation on any given day. There shall be a minimum of one (1) employee allowed off within the Personnel classification on any given day.

Annual Vacation Bidding: Bargaining unit members will be able to bid for vacation weeks once a year in conjunction with the last scheduled bid of the year. The annual vacation bid will be January 1st to December 31st of the following year. Employees that cannot select in person may call-in on the recorded line or email their selection to the managerial person conducting the bid or his/her designee. Each bargaining unit member will be allowed to bid only accrued but unused vacation time and may select up to four (4) consecutive weeks of vacation at a time, so long as the employee has at least four (4) weeks of vacation. When an employee splits their vacation time off, they will exercise their seniority for the first choice but will drop to the bottom of the seniority list for their second choice and so on for any subsequent rounds. If a week is already full, then an employee who has initially selected that week but who has not been granted that time off because others with more seniority selected that week for vacation may then select another vacation week.

Day(s) or Weekly Vacation Requests: Vacation time not bid during the annual bidding process will be taken on a first-come, first-served basis on available days or weeks during the calendar year, if one or more employees bid on the same day for the same time period, seniority will control.

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

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

Separation: Employees who quit or are terminated or retire shall be paid all accrued but unused vacation on their final check.

Section 4. Holidays and Floating Holidays: UTA recognizes the following holidays for Light Rail Operations Supervisors:

- **Thanksgiving, Christmas, and New Year's Day**

Employees successfully bidding vacation for a week that includes a holiday will be given the holiday off and will utilize vacation for only the remaining regularly scheduled workdays that week.

Employees required to work on these three (3) holidays will be paid for all hours worked and receive holiday pay equivalent to their regular scheduled shift. Employees who do not work on these holidays will receive holiday pay equivalent to their regular scheduled shift. Employees must work their last scheduled workday before and their first scheduled workday after the holiday to be eligible for the holiday pay. Employees scheduled to be "on-call" for any of the above listed Holidays shall receive a premium of fifty dollars (\$50) on the following paycheck. Work on these three holidays will be offered for bid by seniority. If there are not enough volunteers, then UTA may mandate work by inverse seniority.

Light Rail Operations Supervisors will receive 9 floating holidays in January of each calendar year. Employees hired as a Light Rail Operations Supervisor between January 1 and June 30 will receive all 9 floating holidays to use that year. Employees hired as a Light Rail Operations Supervisor between July 1 and December 31 will receive 5 floating holidays for that year. Employees may cash out up to three unused floating holidays throughout the year, during pay periods in which a UTA administrative employee holiday falls. If unable to use or cash out these three floating holidays prior to December 31 of that year, then upon written request, they will be cashed out in the first pay period of the next year.

Employees may choose to bid floating holidays as part of their bid vacation week during the annual vacation bid. Floating holidays not bid will be used on a first-come, first-served basis on available days throughout the year. Floating holidays can only be used in whole day increments. Floating holidays are not carried over into a subsequent year.

Employees may use floating holidays without following the foregoing process only in cases of an emergency. If an employee uses floating holidays because of an emergency, then UTA may require the employee to verify the emergency for which a floating holiday is used. Use of floating holidays for this purpose will result in loss of the floater for any future use and any such scheduled floater must be replaced with a vacation day. If no floating holiday is available for such emergency, then vacation time must be used.

Section 5. Unauthorized Absences: Absences that occur when an employee does not have sufficient available Sick Leave, Floating Holidays, or vacation accrual, will be considered unexcused absences unless approved for FML or any leave granted as an accommodation under the ADA . Employees will not receive pay during such absences.

ARTICLE 13 - OVERTIME AND FILLING TIME OFF

Section 1. Vacation Relief: The UTA will ordinarily use those supervisors who are on vacation relief schedules to fill any available work shifts caused by vacation and other time off requests. Any shifts that a vacation relief supervisor cannot cover will be offered to qualified bargaining unit members for overtime as provided in Section 3 below.

Section 2. Overtime Guidelines: The UTA retains the sole discretion to determine in each instance if overtime work is required, and how much overtime work will be needed. Employees are expected to be available for a reasonable amount of overtime, as determined by the UTA. No overtime work may be performed without prior approval, and employees will submit documentation of all overtime already worked to their direct supervisor, for approval.

Section 3. Assignment of Overtime: In accord with the UTA's usual processes and procedures for selecting replacements, the UTA will seek to compile a list of supervisors that want to work overtime, what shifts they would be willing to work, and on what days they are available. Shifts becoming available as contemplated by Section 1 above, will be filled from this volunteer list by offering the shift to the most senior qualified employee. If the shift is not filled through this process, then the UTA may require qualified bargaining unit members to work the time by inverse seniority.

Section 4. Unscheduled Absence Shift Coverage: Overtime assignments for unscheduled absence fill-ins such as sick call outs, will normally fall Section 3 (Assignment of Overtime). If there are no Supervisors on the volunteer list for the timeframe needed, then management or the designee will email all Supervisors at once offering them the opportunity to volunteer. Since the shift must be filled quickly, assignments will be given on a first-come, first-serve basis. If there are no volunteers to timely fill necessary shifts, management or designee may require bargaining unit members to take shifts by inverse seniority.

ARTICLE 14 - VACANCY FILLING AND SHIFT BIDDING

Section 1. Job Vacancies: Both parties recognize the principle of filling promotional vacancies and newly created bargaining unit positions with qualified applicants in a manner consistent with good personnel hiring practices, skills, abilities, and relevant experience. Such vacancies and positions

will be awarded to the best qualified candidate who has passed any required qualification examinations. While UTA prefers to look internally to fill open vacancies and newly created positions with qualified applicants, it is understood that UTA may also fill job openings with individuals outside the Company.

Section 2. Job Classification Shift Bidding: Shift bidding within each Job Classification will be done by the employees' Light Rail Operations Seniority, and will be available for selection at least two times each calendar year, in conjunction with UTA's designated Change Days for the employees within their own Classification. Each employee will be allowed fifteen (15) minutes to bid. Employees that cannot select in person may email their selection to management or their Union steward. An appointed steward by the Union may witness the bidding process. Typically, shifts are open for selection will be posted for selection 30 days before changing shifts and shift bidding will begin no less than two (2) weeks prior to the change day occurring. Regular weekly schedules are based on the shift selections that employees have made.

ARTICLE 15 - CLASSIFICATIONS

Section 1. Classifications: The Light Rail Operations Supervisors covered by this Agreement consist of the following three job classifications:

1. **Personnel Supervisors** — This is a salaried, exempt position generally responsible for overseeing Operators and Operator work as determined by UTA. These supervisors will be required to maintain all applicable training and certifications including Operator and Field. Employees within this classification may be assigned to also perform scheduling functions as well as other work.
2. **Control Room Supervisors** — This is an hourly position generally responsible for overseeing the safe movement of equipment within the UTA right of way in the TRAX system, and performing related duties as assigned by UTA. These employees will be required to maintain all applicable training and certifications including Operator, Control and Field.
3. **Field/System Supervisors** — This is an hourly position generally responsible to monitor system operations and respond to issues that arise. These employees will be required to maintain all applicable training and certifications including Operator and Field. Employees within this classification will be required to perform random field compliance checks of work permit locations and may be assigned to also perform other work. There will be a minimum of one (1) Track Access Specialist within this classification.

Section 2. Assignments Within Classifications: Management may at its discretion appoint employees to act as Leads within each job classification. Leads shall not have the right to hire, fire, discipline or adjust grievances of other employees within their job classification. Management may also at its discretion assign employees in a classification to train new employees within that classification.

Section 3. Temporary Assignments: Employees may be assigned at management's discretion to work in another classification they are qualified within the bargaining unit for not to exceed thirty (30) consecutive shifts at a time. Employees so reassigned will be paid at the rate of the temporary position or their regular hourly rate, whichever is greater. Except in cases for maintaining certifications, where qualifications are equal, management will follow seniority when making temporary assignments.

ARTICLE 16 - PROBATIONARY PERIOD

Section 1: All employees newly placed into any bargaining unit position, whether from another bargaining unit position or from outside the bargaining unit, will be trainees for the period of time it takes to complete the necessary training for their position. Upon completion of such training, those employees coming from outside the bargaining unit shall then serve a probationary period of sixty (60) calendar days. During the training and probationary periods of all such newly placed employees from outside the bargaining unit, they may be terminated at any time by UTA, and the employee so terminated shall have no recourse through the grievance procedure over such termination.

Section 2: An employee who accepts a promotion/transfer opportunity within the bargaining unit shall, during any necessary training, and for thirty (30) calendar days upon completion thereof, be subject to a qualification period during which UTA may reject the employee's promotion/transfer for performance reasons or the employee may reject the promotion/transfer for personal reasons. In either case the employee shall have the right to return to their former position without loss of seniority.

ARTICLE 17 - SENIORITY / LAYOFF / RECALL

Section 1. Seniority Definitions

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

Light Rail Operations Seniority: is defined as total continuous service within the Light Rail Operation Department as a Supervisor.

Classification Seniority: is defined as total length of continuous service within an employee's current classification under Article 15.

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

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

- (a) Employees being laid off shall be given five (5) business days written notice in advance of such lay off. The Union representative shall be furnished a copy of such notice.
- (b) Whenever it becomes necessary to lay off employees, layoffs shall be by job classification seniority. To avoid being laid off, employees who are slated for layoff may apply their seniority to bump the least senior employee within any classification within the CBA, provided the employee is certified, cross-trained and is proficient in the performance of the job.
- (c) Laid off employees shall have recall rights for one (1) year during which time they will retain their seniority.
- (d) If the employee is not recalled within one (1) year of layoff, the employee's seniority shall be terminated.
- (e) Employees who are laid off shall be given preference for reemployment in classifications of work for which they are qualified. Laid off employees who still have recall rights will be recalled to work as vacancies arise, in accordance with their job classification seniority. Employees with recall rights in a job classification will be offered recall before any new employees are hired into that job classification.

Section 3. Recalls

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

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

- (a) Discharge;
- (b) A resignation or quit;

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

Section 5. Leave of Absence: A personal leave of absence granted by UTA may provide for retention of seniority during such leave on conditions stated by UTA.

Section 6. Transfer into the Unit: When an existing UTA employee from outside the Bargaining Unit transfers into the Bargaining Unit, their Organization seniority will carry over for vacation accrual. For all other seniority related matters, the transfer date into the Bargaining Unit will be the recognized date.

ARTICLE 18 - MANAGERS

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

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

Section 3. Supervisor Duties: As supervisors, bargaining unit members will be expected to professionally and properly fulfill and discharge all supervisory duties and responsibilities assigned to or asked of them by the UTA.

ARTICLE 19 - HOURS OF WORK

Section 1. Workweek: The ordinary workweek for regular, full-time employees will be consistent with UTA's administrative workweek policy, section III (8a 7 8b). Nothing here will constitute a guarantee of hours.

Section 2. Non-traditional Hours: It is recognized that, as a public transit organization, the UTA operates 24 hours a day, 7 days a week. As a result, employees may have to complete overnight and weekend shifts regularly, depending on their set schedules.

Section 3. Recording Hours Worked: All hours worked by an employee must be reported by the employee on their respective time record each work day and provided to the Manager or designated timekeeper before the closing of each pay period in accordance with the timekeeping requirements and processes set by the UTA.

Section 4. Shift Exchanges: Employees may trade their assigned days with the approval of their manager. These requests will be done in writing with a minimum of one (1) calendar day notice and must be done within one single calendar week.

ARTICLE 20 - SAFETY

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

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

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

Section 4

- (a) UTA shall not require employees working in the Field Operations to take out on the streets or highways any vehicles that are not in safe operating conditions or not equipped with the safety appliances prescribed by law. Vehicles operated by UTA will have working air-conditioning and heaters. It shall not be a violation of this Agreement where employees refuse to operate equipment, which, in fact, is unsafe.
- (b) Employees shall not be responsible for damaged, lost or stolen property from their assigned vehicle except in a case of negligence or failure to follow UTA’s policies or written instructions.

ARTICLE 21 - NOTICE

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

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

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

Section 3. Employee Contact Information: Each employee is responsible for supplying the Human Resources Department and the appropriate department director, in writing, electronically, their mailing address and telephone number and must promptly notify the Human Resources Department and appropriate department director of any change in the above information. Telephones are required for such positions as directed by management. UTA shall use this information for any notification required by the terms of this Agreement. Any such notification to an employee by UTA shall be deemed sufficient notification when addressed to the employees last reported address.

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

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

ARTICLE 22 - CONFLICTS WITH LAW

If any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected will no longer be operative or binding upon the Parties but the remaining portion of the Agreement will continue in full force and effect.

ARTICLE 23 - SEVERABILITY & COMPLETE AGREEMENT

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

Section 2. Complete Agreement: This Agreement shall govern the entire relationship between the UTA, the employees hereby covered and the Union, and shall be the sole source of all terms,

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

ARTICLE 24 - UNION SECURITY

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

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

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

Section 3. Check-Off: UTA at the request of the Union agrees to deduct from the wages of employees, membership dues (and initiation fees) of the Union and promptly transmit such funds to the Union, provided that UTA has received a valid written authorization from each employee, on whose account such deductions are made. The Union shall indemnify and hold UTA harmless from any claims, demands or actions growing out of or relating to these dues deductions and any D.R.I.V.E. deductions under Article 25 provided UTA has properly deducted and remitted the dues and fees to the Local Union.

ARTICLE 25 - TEAMSTERS D.R.I.V.E

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

ARTICLE 26 - EMPLOYEE RESPONSIBILITIES ADDRESSES / TELEPHONES & DRIVER LICENSES

Section 1. Driver's License Suspension or Revocation: An employee, whose license and/or required endorsement are suspended, revoked, canceled, or who is otherwise disqualified from driving must notify UTA immediately.

Section 2. Accidents: Bargaining unit employees who are involved in an accident while operating a UTA vehicle when they knew, or should have known, they had a suspended, revoked or canceled license or required endorsement, shall be discharged immediately regardless of who is at fault. "Knew or should have known" as defined in this article includes, but is not limited to, DMV issuance of a notice of suspension, revocation, cancellation or disqualification. An exception may be made in cases where the employee can prove to the satisfaction of UTA that the revocation, cancellation or disqualification was beyond-any reasonable control of the employee.

Section 3. DMV Checks: UTA may conduct DMV checks on all applicants and will regularly conduct DMV checks on all bargaining unit employees. If it is discovered that an employee has operated a UTA vehicle at any time during employment when they knew or should have known, they had a suspended or revoked license, the employee shall be subject to discipline up to and including termination of employment. An exception may be made in cases where the employee can prove to the satisfaction of UTA that the revocation, cancellation or disqualification was beyond any reasonable control of the employee.

Section 4. Safety Incentives: As a safety incentive, UTA shall reimburse all full-time employees who have completed a minimum of one (1) year employment with UTA, the full cost of renewing the same type and level of Commercial Driver's License along with the passenger bus endorsement, that they possessed prior to December 31, 2022, or prior to becoming a member of this Bargaining Unit; provided that the employee has an accident free driving record with UTA, and agrees to fill-in for needed driver coverage, on an emergency basis when required to do so. Management may also request any bargaining unit member with appropriate licensing to fill-in on a voluntary basis any time driver coverage is needed.

ARTICLE 27 - GENERAL EMPLOYEE DEFENSE AND INDEMNITY MATTERS

Section 1: UTA and its employees agree to abide by all applicable laws and regulations, including Department of Transportation (D.O.T.) safety rules and regulations.

Section 2: UTA shall pay any traffic citations due to vehicle defects issued while a bargaining unit employee is operating an authorized UTA owned vehicle within the scope of their employment. UTA shall pay for lost scheduled work time if an employee is required by UTA to attend traffic court to contest traffic citations received for such defects.

Section 3: Employees shall not be represented by UTA, nor will UTA pay any fines imposed for any moving violation incurred as a result of an employee's action.

ARTICLE 28 - BULLETIN BOARDS

The UTA will maintain bulletin boards for The Union's exclusive use in or around the same location that the Amalgamated Transit Union has been provided bulletin board space under its collective bargaining agreement. These boards shall be used by the Union for posting all notices and literature approved by the Union and not derogatory or injurious in any way to the interests of UTA. The Union agrees that the UTA will be provided with a copy of each notice before posting.

ARTICLE 29 - GENERAL PROVISIONS

Section 1. Physical Examinations: UTA may require an employee to take a physical examination (e.g. D.O.T Medical Card or FRA Sensory Function) through UTA's occupational medical provider. UTA will compensate the employee for the actual time required to complete such examination up to a maximum of two (2) hours at their regular hourly rate. New applicants required to take physical examinations before being employed will not be compensated for time but full cost of the physical examination must be borne by UTA.

Section 2. Personnel Files: Employees have a right to review a copy of their own personnel file upon request as provided by UTA policy. Reviews will be promptly scheduled by UTA.

Section 3. Individual Agreements: UTA agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 4. Negotiating Committee: The Union will make a written request to have no more than two (2) employees off for contract negotiations. The employee's lost wages will be paid by the Union. Employees will not be required to use vacation pay or other paid time off.

Section 5. Union Representatives: Accredited representatives of the Union, after first making their presence known to management, shall have access during the business hours to members of the bargaining unit, providing that UTA security and safety rules are followed and no activities, conferences or meetings between employees and Union representatives shall in any way interfere

with, hamper or obstruct the normal flow of work.

ARTICLE 30 - STEWARDS

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

- (a) The investigation and presentation of grievances to UTA in accordance with the provisions of this Collective Bargaining Agreement. Stewards or Business Agents may attend disciplinary meetings between supervision and an employee when so requested by the employee.
- (b) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature and do not involve stoppages, slowdowns, refusals to follow management's direction or any other interference with UTA's business.

Section 2. Authority: Union Stewards have no authority to take strike action or any other action contrary to the provisions of Article 6.

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

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

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

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

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

leave at the same time, excluding contract negotiations. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business.

ARTICLE 31 - WARNINGS, SUSPENSION AND DISCHARGE

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

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

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

Section 4. Notices: Copies of all written disciplinary notices will be sent to the Business Agent of the Local Union within five (5) business days from the issuance of the discipline, in order for the discipline to be valid.

ARTICLE 32 - JOINT LABOR MANAGEMENT (JLM) MEETING

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

ARTICLE 33 - UNIFORMS

UTA will provide all new Field/System Supervisors five shirts and five cargo pants upon hire and three shirts, and 3 cargo pants every year thereafter. Controllers may continue to wear shorts on weekends. If uniforms are damaged while on the job, UTA will work with the employee to get a replacement. This Article does not preclude UTA from giving TRAX Operations Supervisor in all classification additional shirts as part of broad service unit campaigns.

UTA will provide all Field/System Supervisors and Personnel Supervisors boots as needed but no more frequently than once per year. Employees taking Control Supervisor positions will receive their boots upon commencement of duties in Control. UTA agrees to pay a maximum of \$145 for the boots; anything above the stated amount will be the employee's responsibility. Employees who are not required to wear boots every day must keep them readily accessible to be immediately available when called upon to engage in field work.

UTA will provide a new coat every other year for all Light Rail Supervisors. The type of coat or jacket will be determined by UTA dependent on the employee's work assignment.

ARTICLE 34 - DURATION OF AGREEMENT

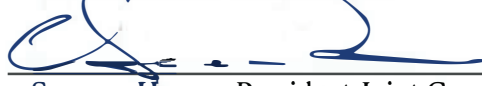
This Agreement will be in full force and effect from January 10, 2024, until October 31, 2026, and will continue in full force and effect for successive one-year periods after unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least 60 calendar days before the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the UTA and The Union have agreed to this Agreement on the 10th day of January 2024.

UTAH TRANSIT AUTHORITY

TEAMSTERS LOCAL 222

Jay M. Fox, Executive Director



Spencer Hogue, President Joint Council #3
Secretary Treasurer, Local 222

Viola Miller, Chief Financial Officer

Kimberly Shanklin, Chief People Officer

DocuSigned by:
David Wilkins
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MEMORANDUM OF AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 222

And

UTAH TRANSIT AUTHORITY

Utah Transit Authority, (UTA) and Teamsters Local Union No. 222 (the Union) have just completed negotiating an initial Collective Bargaining Agreement with effective dates from January 10, 2024, through October 31, 2026, (the CBA) covering Field/System Supervisors, Control Room Supervisors, and Personnel Supervisors in UTA’s Light Rail Operations Division. The CBA creates these three new job classifications which will require the placement of bargaining unit employees into them. Accordingly, the Parties have agreed to this MOA outlining the Job Classification Placement Process to be utilized for that purpose on the following terms.

1. UTA will announce the number of positions it intends to fill in each job classification along with the anticipated shift schedules within ten (10) business days of the Board approval of the CBA.
2. UTA will post invitations for expressions of interest in the Personnel Supervisor classification within ten (10) business days following its announcement of the number of positions in that classification. The posting will remain open for five (5) business days.
3. UTA will interview and select individuals for the Personnel Supervisor classification within thirty (30) business days of the posting being closed.
4. UTA will post invitations for bid signup for Control and Field Supervisor job classifications within ten business (10) days following completion of the Personnel Supervisor placement process.
5. UTA will assign employees to the Control and Field job classifications from the bid list by Light Rail Operations seniority.
6. Employees must apply for the Personnel Supervisor position or bid for either Field or Control in order to retain a position in the bargaining unit.
7. In all other respects, the CBA shall remain unchanged by this MOA.

Dated this 10th day of January 2024.

For UTA:
UTAH TRANSIT AUTHORITY

For the Union:
TEAMSTERS LOCAL 222

Jay M. Fox, Executive Director

Spencer Hogue, President Joint Council #3
Secretary, Treasurer Local 222

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David Wilkins
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MEMORANDUM OF AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 222

And

UTAH TRANSIT AUTHORITY

Utah Transit Authority, (UTA) and Teamsters Local Union No. 222 (the Union) have just completed negotiating an initial Collective Bargaining Agreement with effective dates from January 10, 2024, through October 31, 2026, covering Field/System Supervisors, Control Room Supervisors, and Personnel Supervisors in UTA’s Light Rail Operations Division. During negotiations, the Parties were unable to reach a final long-term agreement on the Union’s proposal to allow annual cross-bidding between the Field/System Supervisors and Control Room Supervisors job classifications. In order to address that particular issue, the Parties have agreed to this MOA on the following terms.

1. All Bargaining Unit employees working in TRAX Operations Supervisor positions as of the date of ratification of this Agreement will be required to maintain all Certifications with Operator, Control and Field for the life of the CBA.
2. With the second yearly Job Classification Shift bid of 2025, employees shall be able to bid, using their seniority, between the Control and Field classifications. This cross-bidding will take place as part of the Fall shift bid for the following calendar year. Employees that cannot select in person may email their selection to management or their designee.
3. Only employees who have been employed in a position within the bargaining unit as of the date of ratification of the CBA may participate in the cross-bid.
4. No bumping of any newly placed employee from outside the Bargaining Unit within either the Control or Field job classifications will be allowed unless that employee is qualified for the position into which he/she will be bumped.
5. Employees moving into a new job classification will be required to remain in that job classification for twelve (12) months. Employees being forced into job classifications by inverse seniority must be qualified for the position.
6. This MOA shall remain in place for the life of the current CBA, at which time it shall expire unless renewed by mutual agreement of the Parties.
7. In all other respects, the CBA shall remain unchanged by this MOA.

Dated this 10th day of January, 2024.

For UTA:
UTAH TRANSIT AUTHORITY

For the Union:
TEAMSTERS LOCAL 222

Jay M. Fox, Executive Director

Spencer Hogue, President Joint Council #3
Secretary, Treasurer Local 222

DocuSigned by:
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MEMORANDUM OF AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 222

And

UTAH TRANSIT AUTHORITY

Utah Transit Authority, (UTA) and Teamsters Local Union No. 222 (the Union) have just completed negotiating an initial Collective Bargaining Agreement with effective dates from January 10, 2024, through October 31, 2026 (the CBA) covering Field/System Supervisors, Control Room Supervisors, and Personnel Supervisors in UTA’s Light Rail Operations Division. The CBA creates these three new job classifications and specifies how each will be paid. However, it does not address the compensation associated with the initial placement of current bargaining unit employees into them. Accordingly, the Parties have agreed to this MOA outlining the payment procedures to be utilized for that purpose on the following terms.


1. If the CBA is ratified by the bargaining unit prior to December 31, 2023, then all TRAX Operations Supervisors who are working in bargaining unit positions as of the date of ratification of the CBA and who are receiving less than \$33.173 per hour will receive an increase in pay to \$33.173 per hour effective the first pay period following ratification.
2. If the CBA is ratified by the bargaining unit prior to December 31, 2023, all TRAX Operations Supervisors who have been in their position for one year will receive a 2.5% increase applied to their new base wage/salary after application of paragraph 1 above, to be effective the first pay period following ratification. The following individuals, Sherry Nelson, Jeffrey Woodhead, Spencer Firkins and Salvador Garcia, will receive a 3% increase to their current hourly wage upon ratification.
3. In all other respects, the CBA shall remain unchanged by this MOA.

Dated this 10th day of January, 2024.

For UTA:
UTAH TRANSIT AUTHORITY

For the Union:
TEAMSTERS LOCAL 222

Jay M. Fox, Executive Director



Spencer Hogue, President Joint Council #3
Secretary, Treasurer Local 222

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