

Regular Meeting of the  
**Board of Trustees of the Utah Transit Authority**

Wednesday, February 12, 2020, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b> |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                 |
| <b>5. Consent</b>   | <b>Chair Carlton Christensen</b> |
| a. Approval of January 29, 2020 Board Meeting Minutes   |                                  |
| <b>6. Agency Report</b>   | <b>Carolyn Gonot</b>             |
| a. Service Choices  |                                  |
| <b>7. Government Relations and Legislative Priorities Update</b><br><i>The board may make motions regarding UTA positions on legislation.</i>     | <b>Shule Bishop</b>              |
| <b>8. Financial Report – December 2019 Preliminary Statements</b>   | <b>Bob Biles</b>                 |
| <b>9. Resolutions</b>   |                                  |
| a. R2020-02-01 Resolution Declaring Official Intent of the Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing | Bob Biles                        |
| b. R2020-02-02 Resolution Setting Compensation for District Officers and Administrative Employees, and Appointing Officers                        | Kim Ulibarri                     |
| <b>10. Contracts, Disbursements and Grants</b>  |                                  |
| a. Contract: Pass-Through Funds Agreement for Development of a Coordinated and Comprehensive Specialized Transportation Plan (UDOT)               | Eddy Cumins                      |
| b. Real Estate Contract: Ogden-Weber State University Bus Rapid Transit Right-of-Way Parcel Acquisition (Carriage Cleaners)                       | Paul Drake                       |

- c. Change Order: Project Management Services Contract Extension (WSP USA, Inc) Mary DeLoretto
  - d. Pre-procurement Todd Mills
    - i. New Learning Management System Software
    - ii. Outside Legal Counsel Panel
- 11. Discussion Items**
- a. 2020 Budget Amendment Number 1 Bob Biles
  - b. Woods Cross Station Area Plan Paul Drake
  - c. UTA Fare Policy Monica Morton
- 12. Other Business** Chair Carlton Christensen
- a. Next meeting: February 26, 2020 at 9:00 a.m.
- 13. Closed Session** Chair Carlton Christensen
- a. Strategy Session to Discuss Collective Bargaining
- 14. Adjourn** Chair Carlton Christensen

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**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com). To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [callredge@rideuta.com](mailto:callredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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# Situational awareness - 'seeing' your security gaps





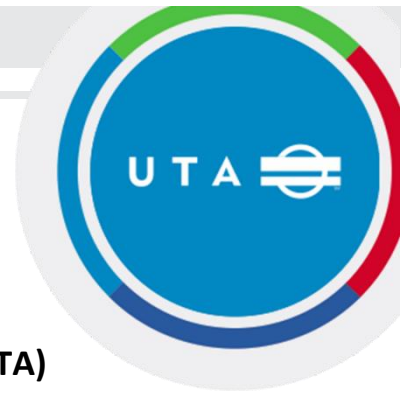
## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jana Ostler, Board Manager

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Approval of January 29, 2020 Board Meeting Minutes</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Consent</b>   |
| <b>RECOMMENDATION:</b>   | Approve the minutes of the January 29, 2020 Board of Trustees meeting  |
| <b>BACKGROUND:</b>       | A regular meeting of the UTA Board of Trustees was held on Wednesday, January 29, 2020 at 9:00 a.m. at UTA Headquarters. 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 <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a> |
| <b>ATTACHMENTS:</b>      | 1) 2020-01-29_BOT_Minutes_unapproved   |





**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
January 29, 2020**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also attending were members of UTA staff, as well as interested citizens.

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 3:02 p.m. Following Chair Christensen’s opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

**Safety First Minute.** Chair Christensen yielded the floor to Sheldon Shaw, UTA Director of Safety & Security, for a brief safety message.

**Public Comment Period.** No public comment was given.

**Consent Agenda.** The consent agenda was comprised of:

- Approval of January 22, 2020 Board Meeting Minutes.
- Approval of Fare Contract – Amendment No. 1 to Ski Bus Pass Agreement (Alta Ski Lifts Company).
- Approval of Grant Agreement – Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant for FrontRunner South Positive Train Control Project.

A motion to approve the consent agenda was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Agency Report.** Carolyn Gonot, UTA Executive Director, reported that formal approval of the Transit Agency Safety Plan (TASP) was recently obtained from UDOT and that Federal Transit Authority (FTA) requirements for the 49CFR, Parts 673 and 674 have been met as well. She thanked Mr. Shaw and his safety team for their efforts and informed the board UTA finished six months ahead of FTA's schedule for compliance.

Ms. Gonot reported on TIGER Grant Phase 2, Amendment 12 for a construction of a new multi-use path which will utilize the existing 10200 South pedestrian tunnel. Construction will go under UTA's TRAX line and over the East Jordan Canal to provide an east/west connection. She reported the estimated project completion date is July 23, 2020 and final completion and opening is set for September 27, 2020.

**Quarterly Investment Report – Fourth Quarter 2019.** Bob Biles, UTA Chief Finance Officer, overviewed the fourth quarter investments at 12/31/2019 including the institutions, amounts, and yield. He also noted no direct investments were made during the quarter. Mr. Biles reviewed the benchmark comparisons for the fourth quarter of 2019 and noted that UTA exceeded their benchmark return each month.

Questions regarding required reserves and purposes for different accounts were posed by the board and answered by Mr. Biles.

#### **Resolutions.**

**R2020-01-04 Resolution Delegating Authority for the Approval of Complimentary Service.** Monica Morton, UTA Fares Director, provided the background associated with the resolution and reviewed the delegation of authority. Ms. Morton described the parameters within which the executive director can approve complimentary fare requests.

Discussion ensued. A question regarding how many exceptions are anticipated over the course of a year was posed by the board and answered by staff.

A motion to approve R2020-01-04 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Millington, Chair Christensen, and Trustee Holbrook.

## Contracts, Disbursements, and Grants.

**Contract: Future of Light Rail Study (LTK Engineering Services, Inc.).** Mary DeLoretto, UTA Acting Chief Service Development Officer, explained staff is recommending approval authorizing the Executive Director to execute the agreement awarding LTK Engineering Services the Future of Light Rail Study. She explained the purpose of the study is to analyze and recommend service, operational, and capital improvements to the regional light rail network. The study will also evaluate a range of possibilities related to fleet modifications, headways, span of service, track extensions identified in the long-range Regional Transportation Plans (RTP), and other potential enhancements. She noted the study will also do a cost and benefits analysis for each potential improvement and propose incremental enhancements for both operational efficiencies and capital improvements.

Discussion ensued. Questions regarding LTK's background and experience, whether other studies may be considered or influence this study, how long the study will take and whether land use is considered were posed by the board and answered by Ms. DeLoretto and Laura Hanson, UTA Director of Planning.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Contract: Electronic Voucher (eVoucher) System Development, Testing, and Demonstration (Cambridge Systematics).** Eddy Cumins, UTA Chief Operating Officer, was joined by Ryan Taylor, UTA Coordinated Mobility Manager. Mr. Cumins summarized the contract and provided background on voucher systems. He explained an FTA Innovative Coordinated Access and Mobility grant was awarded to UTA in May 2019 and that the proposed 14-month contract is for development of an innovative electronic voucher software/mobile solution that will replace the current manual paper systems.

Discussion ensued. Questions regarding ownership and use of the resulting intellectual property and whether the grant has limitations regarding profits were posed by the board and answered by staff.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Pre-procurement:** Todd Mills, UTA Sr. Supply Chain Manager, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Mills informed the board there are two procurements ready to go out for bid this week. He provided

background for both procurements and explained they will be secured using a request for proposal (RFP) with selection based on technical criteria in addition to price.

- **New Vehicle Wraps for S70 Light Rail Fleet.** This procurement is to purchase and install new wraps for the S70 light rail fleet, wrapping 15 vehicles per year over 5 years.
- **New Communications System for Light Rail Fleet.** This procurement is to purchase and install a new communications system for the light rail fleet. The project has been included in the capital projects budget and will be phased in over six years.

Discussion ensued. Questions regarding recent design changes for the wraps, whether providers are local, how the current wraps are removed and if removal would be easier if done sooner were posed by the board and answered by staff. The board also asked if the new communications system will have both visual display and audio options. Staff addressed the questions posed by the board.

#### **Discussion Items.**

**Government Relations and Legislative Priorities Update.** Shule Bishop, UTA Government Relations Director, advised there are 42 days left in the legislative session and noted not much has happened over the last few days. He recommended the board support HB150 sponsored by Stephen G. Handy which removes provisions specifying certain types of employment at a public transit district for which an individual is required to have a background check, removes certain types of crimes from evaluation in a background check, changes the time limit from 10 years to 5 years in determining employment eligibility based on DUI convictions, and makes technical changes.

A motion in support of HB150 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Transit Oriented Development (TOD) 2019 Annual Report and Real Estate Inventory.** Paul Drake, UTA Sr. Manager of TOD and Real Estate summarized the requirements of Board Policy 5.1 and 5.2. He overviewed the eight active TOD projects and noted four of them have progressed to construction. He reviewed development results of the TOD program since 2014 as well as the land area and book value of real estate inventory. He informed the board of 2019 property acquisitions and dispositions and noted he forgot to include the disposition of 1.5 acres along the green line, west of the Jordan River Service Center which was sold to the Association of General Contractors. He then pointed out staff has identified a difference between how the real estate department defines its property values and how they've historically been recorded on the books. He



pointed out as accounting and real estate come to one source of truth, there may be a change in value on the next annual report.

Discussion ensued. Questions regarding the status of procuring a developer for the Provo Central Station, where the remaining unconstructed TOD projects are within the procurement process, what the anticipated timeframe is for movement by Ogden City, whether there would be additional profits from the reported TOD returns, what UTA has learned about the TOD sites and selection process that will be helpful in the future, and whether book value takes into effect current market rates were asked by the board and answered by staff.

**Other Business.**

**Next Meeting.** The next meeting of the board will be on Wednesday, February 12, 2020 at 9:00 a.m.

**Adjournment.** The meeting was adjourned at 4:01 p.m. by motion.

Transcribed by Angie Olsen  
Executive Assistant to the Board  
Utah Transit Authority  
[aolsen@rideuta.com](mailto:aolsen@rideuta.com)  
801.287-2581

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/584463.html> for entire content.*

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



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** February 12, 2020

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>Agency Report</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Report</b>   |
| <b>RECOMMENDATION:</b>   | Informational report for discussion   |
| <b>DISCUSSION:</b>       | Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest including: <ul style="list-style-type: none"><li>- Service Choices</li></ul> |



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** February 12, 2020

|  |  |
|--|--|
| <b>SUBJECT:</b> Government Relations and Legislative Priorities Update |  |
| <b>AGENDA ITEM TYPE:</b>   | <b>Discussion</b><br><i>The board may make motions regarding UTA positions on legislation.</i>                     |
| <b>RECOMMENDATION:</b>   | Informational report for discussion. Make motions regarding UTA positions on legislation as needed.                |
| <b>DISCUSSION:</b>   | Shule Bishop, UTA Government Relations Director will report on transit-related issues before the Utah Legislature. |



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Financial Report – December 2019 Preliminary Statements</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Report</b>  |
| <b>RECOMMENDATION:</b>   | Informational report for discussion.   |
| <b>BACKGROUND:</b>       | <p>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 Preliminary December 2019 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 November Monthly Financial Statements.</p> |
| <b>DISCUSSION:</b>       | <p>At the February 12 meeting, the CFO will review the Board Dashboard key items, sales tax collections, and operating expense variances and receive questions from the Board of Trustees.</p> <p>The audited, final 2019 financial statements will be included in the Comprehensive Annual Financial Report which will be prepared and presented to the UTA Audit Committee and the Board of Trustees in June.</p>  |
| <b>ATTACHMENTS:</b>      | <ul style="list-style-type: none"><li>• Board Dashboard December 2019</li><li>• Preliminary December 2019 Monthly financial Statements</li></ul>   |

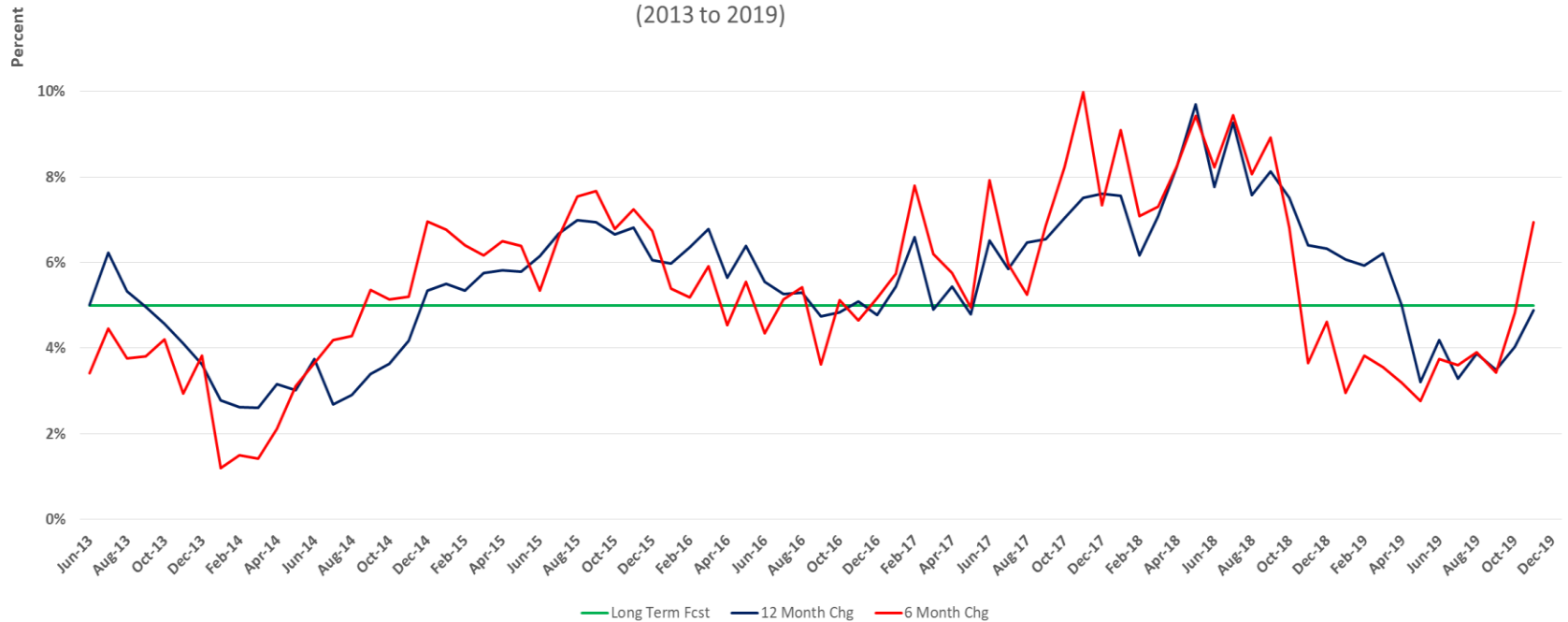


# UTA Board Dashboard

## Preliminary December 2019

| Financial Metrics         | Fav/<br>(Unfav)              |            |           |       | Fav/<br>(Unfav) |            |         |       |
|---------------------------|------------------------------|------------|-----------|-------|-----------------|------------|---------|-------|
|                           | Dec Actual                   | Dec Budget |           | %     | YTD Actual      | YTD Budget |         | %     |
| Sales Tax Nov '19 mm \$)  | \$ 28.5                      | \$ 25.9    | \$ 2.68   | 10.4% | \$ 283.4        | \$ 277.7   | \$ 5.73 | 2.1%  |
| Fare Revenue (mm)         | \$ 4.6                       | \$ 4.6     | \$ (0.04) | -0.8% | \$ 53.4         | \$ 53.4    | \$ 0.01 | 0.0%  |
| Operating Exp (mm)        | \$ 25.4                      | \$ 24.6    | \$ (0.82) | -3.3% | \$ 284.5        | \$ 294.4   | \$ 9.83 | 3.3%  |
| Subsidy Per Rider (SPR)   | \$ 5.99                      | \$ 5.50    | \$ (0.49) | -8.9% | \$ 5.22         | \$ 5.50    | \$ 0.28 | 5.1%  |
| UTA Diesel Price (\$/gal) | \$ 1.91                      | \$ 2.50    | \$ 0.59   | 23.6% | \$ 2.10         | \$ 2.50    | \$ 0.40 | 16.1% |
| Operating Metrics         | Dec Actual                   | Dec-18     | F/ (UF)   | %     | YTD Actual      | YTD 2018   | F/ (UF) | %     |
| Ridership (mm)            | 3.48                         | 3.41       | 0.1       | 2.0%  | 44.24           | 44.22      | 0.0     | 0.1%  |
| Alternative Fuels         | CNG Price (Diesel Gal Equiv) |            | \$ 1.05   |       |                 |            |         |       |

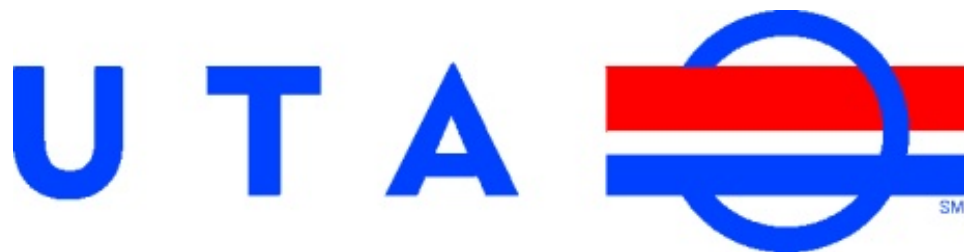
UTA Sales Tax Growth  
(2013 to 2019)



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

Preliminary

December 31, 2019



KEY ITEM REPORT  
(UNAUDITED)  
As of December 31, 2019

EXHIBIT 1-1

|   | 2019<br>YTD<br>ACTUAL | 2019<br>YTD<br>BUDGET | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | %<br>FAVORABLE<br>(UNFAVORABLE) |
|---|-----------------------|-----------------------|--|---------------------------------|
| 1 Sales Tax                               | \$ 314,919,638        | \$ 314,861,000        | \$ 58,638                              | 0%                              |
| 2 Passenger Revenue                       | 53,432,249            | 53,420,000            | 12,249                                 | 0%                              |
| 3 Other Revenue                           | 87,711,324            | 79,952,000            | 7,759,324                              | 10%                             |
| 4 <b>Total Revenue</b>                    | <b>456,063,211</b>    | <b>448,233,000</b>    | <b>7,830,211</b>                       | <b>2%</b>                       |
| 5 Net Operating Expenses                  | (284,537,802)         | (294,370,000)         | 9,832,198                              | 3%                              |
| <b>Net Operating Income (Loss)</b>        | <b>171,525,409</b>    | <b>153,863,000</b>    | <b>17,662,409</b>                      | <b>11%</b>                      |
| 6 Debt Service                            | 121,327,625           | 121,818,716           | 491,091                                | 0%                              |
| 7 Other Non-Operating Expenses            | 4,722,962             | 5,748,000             | 1,025,038                              | 18%                             |
| 8 Sale of Assets                          | -                     | -                     | -                                      |                                 |
| 9 <b>Contribution to Capital Reserves</b> | <b>\$ 45,474,822</b>  | <b>\$ 26,296,284</b>  | <b>\$ 19,178,538</b>                   | <b>73%</b>                      |
| 10 Amortization                           | (6,116,500)           |                       |  |                                 |
| 11 Depreciation                           | 143,247,573           |                       |  |                                 |
| 12 <b>Total Non-cash Items</b>            | <b>\$ 137,131,073</b> |                       |  |                                 |

GOALS

RIDERSHIP

| 2018 Actual   | December 2019 | December 2018 | Difference | 2019 YTD   | 2018 YTD   | Difference |
|---------------|---------------|---------------|------------|------------|------------|------------|
| 13 44,216,695 | 3,480,249     | 3,412,665     | 67,584     | 44,239,223 | 44,216,695 | 22,528     |

OPERATING SUBSIDY PER RIDER -

|                            | SPR            |
|----------------------------|----------------|
| 14 Net Operating Expense   | \$ 284,537,802 |
| 15 Less: Passenger Revenue | (53,432,249)   |
| 16 Subtotal                | 231,105,553    |
| 17 Divided by: Ridership   | ÷ 44,239,223   |
| 18 Subsidy per Rider       | <u>\$ 5.22</u> |

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of December 31, 2019

BALANCE SHEET

|  | 12/31/2019              | 12/31/2018              |
|--|-------------------------|-------------------------|
| <b>CURRENT ASSETS</b>                    |                         |                         |
| 1 Cash                                   | \$ 43,010,615           | \$ 10,806,299           |
| 2 Investments (Unrestricted)             | 87,620,758              | 92,231,256              |
| 3 Investments (Restricted)               | 160,764,204             | 132,734,222             |
| 4 Receivables                            | 65,698,502              | 65,098,739              |
| 5 Receivables - Federal Grants           | 8,099,654               | 24,146,542              |
| 6 Inventories                            | 36,521,705              | 35,551,784              |
| 7 Prepaid Expenses                       | 2,723,495               | 2,842,013               |
| <b>8 TOTAL CURRENT ASSETS</b>            | <b>\$ 404,438,933</b>   | <b>\$ 363,410,855</b>   |
| 9 Property, Plant & Equipment (Net)      | 3,000,559,867           | 3,089,897,011           |
| 10 Other Assets                          | 158,349,661             | 152,167,826             |
| <b>11 TOTAL ASSETS</b>                   | <b>\$ 3,563,348,461</b> | <b>\$ 3,605,475,692</b> |
| 12 Current Liabilities                   | 46,183,415              | 76,494,793              |
| 13 Other Liabilities                     | 14,624,929              | 8,997,713               |
| 14 Net Pension Liability                 | 131,548,114             | 131,548,114             |
| 15 Outstanding Debt                      | 2,469,919,020           | 2,409,140,452           |
| 16 Equity                                | 901,072,983             | 979,294,620             |
| <b>17 TOTAL LIABILITIES &amp; EQUITY</b> | <b>\$ 3,563,348,461</b> | <b>\$ 3,605,475,692</b> |

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

|  |                       |                       |
|--|-----------------------|-----------------------|
| <b>RESTRICTED RESERVES</b>                                     |                       |                       |
| 18 Debt Service Reserves                                       | 31,062,680            | 39,761,461            |
| 19 2018 Bond Proceeds  | 27,667,805            | 53,389,114            |
| 20 2019 Bond Proceeds  | 70,923,284            |                       |
| 21 Debt Service Interest Payable                               | 11,884,313            | 7,987,789             |
| 22 Risk Contingency  |                       | 7,716,809             |
| 23 Box Elder County ROW (sales tax)                            | 7,622,415             | 6,813,454             |
| 24 Mountain Accord   |                       | -                     |
| 25 Joint Insurance Trust                                       | 4,596,492             | 4,133,950             |
| 26 UT County Bond Proceeds                                     |                       | 916                   |
| 27 Davis County Escrow   | 1,229,420             |                       |
| 28 SL County Escrow  | 401,881               | 1,993,939             |
| 29 Amounts held in escrow                                      | 5,415,914             | 10,936,790            |
| <b>30 TOTAL RESTRICTED RESERVES</b>                            | <b>\$ 160,804,204</b> | <b>\$ 132,734,222</b> |
| <b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>                 |                       |                       |
| 31 General Reserves  | \$ 36,660,000         |                       |
| 32 Service Sustainability Reserves                             | 9,166,000             | \$ 13,916,046         |
| 33 Fuel Reserve  |                       | 1,915,000             |
| 34 Parts Reserve   |                       | 3,000,000             |
| 35 Operating Reserve   |                       | 25,976,619            |
| 36 Capital Reserve   | 10,700,000            |                       |
| 37 Debt Reduction Reserve                                      | 71,341,000            | 47,384,438            |
| <b>38 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>        | <b>\$ 127,867,000</b> | <b>\$ 92,192,103</b>  |
| <b>39 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b> | <b>\$ 288,671,204</b> | <b>\$ 224,926,325</b> |



SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of December 31, 2019

REVENUE & EXPENSES

|  | ACTUAL<br>Dec-19     | ACTUAL<br>Dec-18       | YTD<br>2019           | YTD<br>2018           |
|--|----------------------|------------------------|-----------------------|-----------------------|
| <b>REVENUE</b>                             |                      |                        |                       |                       |
| 1 Passenger Revenue                        | \$ 4,555,359         | \$ 4,376,974           | \$ 53,432,249         | \$ 52,051,892         |
| 2 Advertising Revenue                      | 208,333              | 204,167                | 2,462,500             | 2,412,500             |
| 3 Investment Revenue                       | 830,816              | 657,410                | 6,821,490             | 6,525,872             |
| 4 Sales Tax                                | 34,918,422           | 29,534,277             | 314,919,638           | 282,933,591           |
| 5 Other Revenue                            | 794,234              | 1,236,150              | 13,122,530            | 8,155,668             |
| 6 Fed Operations/Preventative Maint.       | 2,818,539            | 5,767,717              | 65,304,804            | 61,820,668            |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 44,125,703</b> | <b>\$ 41,776,695</b>   | <b>\$ 456,063,211</b> | <b>\$ 413,900,191</b> |
| <b>OPERATING EXPENSE</b>                   |                      |                        |                       |                       |
| 8 Bus Service                              | \$ 10,113,372        | \$ 8,617,211           | \$ 104,608,703        | \$ 96,719,747         |
| 9 Commuter Rail                            | 2,046,447            | 1,746,425              | 24,199,802            | 24,214,606            |
| 10 Light Rail                              | 2,448,904            | 1,764,914              | 36,024,479            | 34,941,421            |
| 11 Maintenance of Way                      | 1,075,595            | 778,506                | 17,484,106            | 16,001,060            |
| 12 Paratransit Service                     | 2,382,485            | 2,135,583              | 22,992,934            | 21,857,632            |
| 13 RideShare/Van Pool Services             | 299,577              | 236,326                | 3,231,968             | 3,056,191             |
| 14 Operations Support                      | 4,152,632            | 4,336,609              | 46,945,898            | 45,557,749            |
| 15 Administration                          | 2,887,834            | 6,735,436              | 29,049,912            | 33,700,678            |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 25,406,846</b> | <b>\$ 26,351,010</b>   | <b>\$ 284,537,802</b> | <b>\$ 276,049,083</b> |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 18,718,857</b> | <b>\$ 15,425,685</b>   | <b>\$ 171,525,409</b> | <b>\$ 137,851,108</b> |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                      |                        |                       |                       |
| 18 Planning & Development                  | \$ 419,348           | \$ 413,557             | \$ 4,722,962          | \$ 4,809,747          |
| 19 Bond Principal                          | 166,663              | -                      | 16,608,239            | 19,412,222            |
| 20 Bond Interest                           | 8,115,753            | 2,661,539              | 95,266,310            | 91,000,388            |
| 21 Bond Interest UTCT                      |                      |                        |                       |                       |
| 22 Bond Cost of Issuance/Fees              | (28,850)             | 7,500                  | 1,307,139             | 1,083,522             |
| 23 Lease Cost                              | 651,420              | 660,146                | 8,145,937             | 6,590,423             |
| 24 Sale of Assets                          | (3,208)              | 710,171                | (1,604,377)           | (1,944,157)           |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 9,321,126</b>  | <b>\$ 4,452,913</b>    | <b>\$ 124,446,210</b> | <b>\$ 120,952,145</b> |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 9,397,731</b>  | <b>\$ 10,972,772</b>   | <b>\$ 47,079,199</b>  | <b>\$ 16,898,963</b>  |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                      |                        |                       |                       |
| 27 Bond Debt Service - Series 2007A CAB    |                      | \$ -                   |                       | \$ 69,069             |
| 28 Bond Premium/Discount Amortization      | (1,029,275)          | (7,532,986)            | (14,968,547)          | (19,386,740)          |
| 29 Bond Refunding Cost Amortization        | 609,799              | 683,649                | 8,041,133             | 8,203,790             |
| 30 Future Revenue Cost Amortization        | 67,576               | 67,576                 | 810,914               | 810,914               |
| 31 Depreciation                            | 11,258,349           | (13,936,007)           | 143,247,573           | 80,565,077            |
| 32 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 10,906,449</b> | <b>\$ (20,717,768)</b> | <b>\$ 137,131,073</b> | <b>\$ 70,262,110</b>  |

CURRENT MONTH

|  | ACTUAL               | BUDGET               | VARIANCE                   | %                          |
|--|----------------------|----------------------|----------------------------|----------------------------|
|  | Dec-19               | Dec-19               | FAVORABLE<br>(UNFAVORABLE) | FAVORABLE<br>(UNFAVORABLE) |
| <b>REVENUE</b>                             |                      |                      |                            |                            |
| 1 Passenger Revenue                        | \$ 4,555,359         | \$ 4,591,076         | \$ (35,717)                | -1%                        |
| 2 Advertising Revenue                      | 208,333              | 207,000              | 1,333                      | 1%                         |
| 3 Investment Revenue                       | 830,816              | 715,167              | 115,649                    | 16%                        |
| 4 Sales Tax                                | 34,918,422           | 34,735,433           | 182,989                    | 1%                         |
| 5 Other Revenue                            | 794,234              | 157,083              | 637,151                    | 406%                       |
| 6 Fed Operations/Preventative Maint.       | 2,818,539            | 5,515,667            | (2,697,128)                | -49%                       |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 44,125,703</b> | <b>\$ 45,921,425</b> | <b>\$ (1,795,722)</b>      | <b>-4%</b>                 |
| <b>OPERATING EXPENSE</b>                   |                      |                      |                            |                            |
| 8 Bus Service                              | \$ 10,113,372        | \$ 8,523,985         | \$ (1,589,387)             | -19%                       |
| 9 Commuter Rail                            | 2,046,447            | 2,040,937            | (5,510)                    | 0%                         |
| 10 Light Rail                              | 2,448,904            | 3,036,046            | 587,142                    | 19%                        |
| 11 Maintenance of Way                      | 1,075,595            | 1,588,917            | 513,322                    | 32%                        |
| 12 Paratransit Service                     | 2,382,485            | 1,962,695            | (419,790)                  | -21%                       |
| 13 RideShare/Van Pool Services             | 299,577              | 268,372              | (31,205)                   | -12%                       |
| 14 Operations Support                      | 4,152,632            | 4,098,035            | (54,597)                   | -1%                        |
| 15 Administration                          | 2,887,834            | 3,069,423            | 181,589                    | 6%                         |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 25,406,846</b> | <b>\$ 24,588,410</b> | <b>\$ (818,436)</b>        | <b>-3%</b>                 |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 18,718,857</b> | <b>\$ 21,333,015</b> | <b>\$ (2,614,158)</b>      | <b>-12%</b>                |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                      |                      |                            |                            |
| 18 Planning & Development                  | \$ 419,348           | \$ 498,787           | \$ 79,439                  | 16%                        |
| 19 Bond Principal                          | 166,663              | 166,667              | 4                          | 0%                         |
| 20 Bond Interest                           | 8,115,753            | 7,736,780            | (378,973)                  | -5%                        |
| 21 Bond Interest UTCT                      |                      |                      |                            |                            |
| 22 Bond Cost of Issuance/Fees              | (28,850)             | 11,850               | 40,700                     | 343%                       |
| 23 Lease Cost                              | 651,420              | 866,887              | 215,467                    | 25%                        |
| 24 Sale of Assets                          | (3,208)              | -                    | 3,208                      |                            |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 9,321,126</b>  | <b>\$ 9,280,971</b>  | <b>\$ (40,155)</b>         | <b>0%</b>                  |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 9,397,731</b>  | <b>\$ 12,052,044</b> | <b>\$ (2,654,313)</b>      | <b>22%</b>                 |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                      |                      |                            |                            |
| 27 Bond Debt Service - Series 2007A CAB    | \$ -                 |                      |                            |                            |
| 28 Bond Premium/Discount Amortization      | (1,029,275)          |                      |                            |                            |
| 29 Bond Refunding Cost Amortization        | 609,799              |                      |                            |                            |
| 30 Future Revenue Cost Amortization        | 67,576               |                      |                            |                            |
| 31 Depreciation                            | 11,258,349           |                      |                            |                            |
| 32 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 10,906,449</b> |                      |                            |                            |

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of December 31, 2019

YEAR TO DATE

|  | ACTUAL<br>Dec-19      | BUDGET<br>Dec-19      | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | %<br>FAVORABLE<br>(UNFAVORABLE) |
|--|-----------------------|-----------------------|--|---------------------------------|
| <b>REVENUE</b>                             |                       |                       |  |                                 |
| 1 Passenger Revenue                        | \$ 53,432,249         | \$ 53,420,000         | \$ 12,249                              | 0%                              |
| 2 Advertising Revenue                      | 2,462,500             | 2,467,000             | (4,500)                                | 0%                              |
| 3 Investment Revenue                       | 6,821,490             | 8,582,000             | (1,760,510)                            | -21%                            |
| 4 Sales Tax                                | 314,919,638           | 314,861,000           | 58,638                                 | 0%                              |
| 5 Other Revenue                            | 13,122,530            | 2,715,000             | 10,407,530                             | 383%                            |
| 6 Fed Operations/Preventative Maint.       | 65,304,804            | 66,188,000            | (883,196)                              | -1%                             |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 456,063,211</b> | <b>\$ 448,233,000</b> | <b>\$ 7,830,211</b>                    | <b>2%</b>                       |
| <b>OPERATING EXPENSE</b>                   |                       |                       |  |                                 |
| 8 Bus Service                              | \$ 104,608,703        | \$ 104,572,000        | \$ (36,703)                            | 0%                              |
| 9 Commuter Rail                            | 24,199,802            | 24,588,000            | 388,198                                | 2%                              |
| 10 Light Rail                              | 36,024,479            | 36,304,000            | 279,521                                | 1%                              |
| 11 Maintenance of Way                      | 17,484,106            | 18,325,000            | 840,894                                | 5%                              |
| 12 Paratransit Service                     | 22,992,934            | 23,405,000            | 412,066                                | 2%                              |
| 13 RideShare/Van Pool Services             | 3,231,968             | 3,221,000             | (10,968)                               | 0%                              |
| 14 Operations Support                      | 46,945,898            | 48,738,000            | 1,792,102                              | 4%                              |
| 15 Administration                          | 29,049,912            | 35,217,000            | 6,167,088                              | 18%                             |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 284,537,802</b> | <b>\$ 294,370,000</b> | <b>\$ 9,832,198</b>                    | <b>3%</b>                       |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 171,525,409</b> | <b>\$ 153,863,000</b> | <b>\$ 17,662,409</b>                   | <b>11%</b>                      |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                       |                       |  |                                 |
| 18 Planning & Development                  | \$ 4,722,962          | \$ 5,748,000          | \$ 1,025,038                           | 18%                             |
| 19 Bond Principal                          | 16,608,239            | 18,910,000            | 2,301,761                              | 12%                             |
| 20 Bond Interest                           | 95,266,310            | 94,168,138            | (1,098,172)                            | -1%                             |
| 21 Bond Interest UTCT                      | -                     | -                     | -                                      |                                 |
| 22 Bond Cost of Issuance/Fees              | 1,307,139             | 66,150                | (1,240,989)                            | -1876%                          |
| 23 Lease Cost                              | 8,145,937             | 8,674,428             | 528,491                                | 6%                              |
| 24 Sale of Assets                          | -                     | -                     | -                                      |                                 |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 126,050,587</b> | <b>\$ 128,391,716</b> | <b>\$ 2,341,129</b>                    | <b>2%</b>                       |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 45,474,822</b>  | <b>\$ 25,471,284</b>  | <b>\$ 20,003,538</b>                   | <b>-79%</b>                     |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                       |                       |  |                                 |
| 27 Bond Debt Service - Series 2007A CAB    | \$ -                  |                       |  |                                 |
| 28 Bond Premium/Discount Amortization      | (14,968,547)          |                       |  |                                 |
| 29 Bond Refunding Cost Amortization        | 8,041,133             |                       |  |                                 |
| 30 Future Revenue Cost Amortization        | 810,914               |                       |  |                                 |
| 31 Depreciation                            | 143,247,573           |                       |  |                                 |
| 32 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 137,131,073</b> |                       |  |                                 |

CAPITAL PROJECTS  
(UNAUDITED)  
As of December 31, 2019

EXHIBIT 1-6

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|   | 2019<br>ACTUAL       | ANNUAL<br>BUDGET      | PERCENT |
|---|----------------------|-----------------------|---------|
| <b>EXPENSES</b>                           |                      |                       |         |
| 1 REVENUE AND NON-REVENUE VEHICLES        | \$ 3,224,511         | \$ 5,897,586          | 54.7%   |
| 2 INFORMATION TECHNOLOGY                  | 2,266,575            | 8,783,718             | 25.8%   |
| 3 FACILITIES, MAINTENANCE & ADMIN. EQUIP. | 1,586,298            | 2,863,935             | 55.4%   |
| 4 CAPITAL PROJECTS                        | 27,684,459           | 93,690,816            | 29.5%   |
| 5 PROVO OREM BRT                          | 5,355,901            | 10,511,448            | 51.0%   |
| 6 AIRPORT STATION RELOCATION              | 363,833              | 2,650,000             | 13.7%   |
| 7 STATE OF GOOD REPAIR                    | 26,473,340           | 32,755,996            | 80.8%   |
| 8 TIGER                                   | 3,679,281            | 14,106,723            | 26.1%   |
| 9 TOTAL                                   | <u>\$ 70,634,197</u> | <u>\$ 171,260,222</u> | 41.2%   |
| <b>REVENUES</b>                           |                      |                       |         |
| 10 GRANT                                  | \$ 15,596,041        | \$ 62,482,278         | 25.0%   |
| 11 STATE CONTRIBUTION                     | 2,552,788            | 5,065,699             | 50.4%   |
| 12 LEASES (PAID TO DATE)                  | 7,361,386            | 11,103,282            | 66.3%   |
| 13 BONDS                                  | 17,428,978           | 25,077,792            | 69.5%   |
| 14 LOCAL PARTNERS                         | 2,595,294            | 17,013,733            | 15.3%   |
| 15 UTA FUNDING                            | 25,099,709           | 50,517,438            | 49.7%   |
| 16 TOTAL                                  | <u>\$ 70,634,197</u> | <u>\$ 171,260,222</u> | 41.2%   |



As of December 31, 2019

**BY SERVICE**

|                              | CURRENT MONTH |            | YEAR TO DATE |             |
|------------------------------|---------------|------------|--------------|-------------|
|                              | Dec-19        | Dec-18     | 2019         | 2018        |
| <b>UTA</b>                   |               |            |              |             |
| Fully Allocated Costs        | 25,406,845    | 26,351,010 | 284,537,804  | 276,049,084 |
| Passenger Farebox Revenue    | 4,555,359     | 4,376,974  | 53,432,249   | 52,052,120  |
| Passengers                   | 3,480,249     | 3,412,665  | 44,239,223   | 44,216,695  |
| Farebox Recovery Ratio       | 17.9%         | 16.6%      | 18.8%        | 18.9%       |
| Actual Subsidy per Rider     | \$5.99        | \$6.44     | \$5.22       | \$5.07      |
| <b>BUS SERVICE</b>           |               |            |              |             |
| Fully Allocated Costs        | 13,193,566    | 13,309,776 | 137,802,695  | 130,927,601 |
| Passenger Farebox Revenue    | 1,891,400     | 1,726,874  | 21,864,992   | 20,257,766  |
| Passengers                   | 1,542,221     | 1,456,873  | 20,303,086   | 19,216,552  |
| Farebox Recovery Ratio       | 14.3%         | 13.0%      | 15.9%        | 15.5%       |
| Actual Subsidy per Rider     | \$7.33        | \$7.95     | \$5.71       | \$5.76      |
| <b>LIGHT RAIL SERVICE</b>    |               |            |              |             |
| Fully Allocated Costs        | 5,757,604     | 5,991,932  | 76,235,700   | 75,107,753  |
| Passenger Farebox Revenue    | 1,493,987     | 1,399,057  | 17,730,612   | 18,143,403  |
| Passengers                   | 1,394,138     | 1,404,931  | 16,871,929   | 17,899,714  |
| Farebox Recovery Ratio       | 25.9%         | 23.3%      | 23.3%        | 24.2%       |
| Actual Subsidy per Rider     | \$3.06        | \$3.27     | \$3.47       | \$3.18      |
| <b>COMMUTER RAIL SERVICE</b> |               |            |              |             |
| Fully Allocated Costs        | 3,364,613     | 4,056,524  | 39,853,269   | 40,704,441  |
| Passenger Farebox Revenue    | 548,538       | 547,548    | 5,866,976    | 5,932,519   |
| Passengers                   | 410,299       | 406,055    | 5,193,880    | 5,082,169   |
| Farebox Recovery Ratio       | 16.3%         | 13.5%      | 14.7%        | 14.6%       |
| Actual Subsidy per Rider     | \$6.86        | \$8.64     | \$6.54       | \$6.84      |
| <b>PARATRANSIT</b>           |               |            |              |             |
| Fully Allocated Costs        | 2,559,811     | 2,499,005  | 25,017,784   | 24,099,549  |
| Passenger Farebox Revenue    | 281,019       | 354,718    | 4,041,771    | 3,767,967   |
| Passengers                   | 61,535        | 59,694     | 805,121      | 835,951     |
| Farebox Recovery Ratio       | 11.0%         | 14.2%      | 16.2%        | 15.6%       |
| Actual Subsidy per Rider     | \$37.03       | \$35.92    | \$26.05      | \$24.32     |
| <b>RIDESHARE</b>             |               |            |              |             |
| Fully Allocated Costs        | 531,251       | 493,773    | 5,628,356    | 5,209,739   |
| Passenger Farebox Revenue    | 340,416       | 348,777    | 3,927,899    | 3,950,466   |
| Passengers                   | 72,056        | 85,112     | 1,065,208    | 1,182,309   |
| Farebox Recovery Ratio       | 64.1%         | 70.6%      | 69.8%        | 75.8%       |
| Actual Subsidy per Rider     | \$2.65        | \$1.70     | \$1.60       | \$1.07      |

BY TYPE

|                                  | CURRENT MONTH       |                     | YEAR TO DATE         |                      |
|----------------------------------|---------------------|---------------------|----------------------|----------------------|
|                                  | Dec-19              | Dec-18              | 2019                 | 2018                 |
| <b>FULLY ALLOCATED COSTS</b>     |                     |                     |                      |                      |
| Bus Service                      | \$13,193,566        | \$13,309,776        | \$137,802,695        | \$130,927,601        |
| Light Rail Service               | \$5,757,604         | \$5,991,932         | \$76,235,700         | \$75,107,753         |
| Commuter Rail Service            | \$3,364,613         | \$4,056,524         | \$39,853,269         | \$40,704,441         |
| Paratransit                      | \$2,559,811         | \$2,499,005         | \$25,017,784         | \$24,099,549         |
| Rideshare                        | \$531,251           | \$493,773           | \$5,628,356          | \$5,209,739          |
| <b>UTA</b>                       | <b>\$25,406,845</b> | <b>\$26,351,010</b> | <b>\$284,537,804</b> | <b>\$276,049,084</b> |
| <b>PASSENGER FAREBOX REVENUE</b> |                     |                     |                      |                      |
| Bus Service                      | \$1,891,400         | \$1,726,874         | \$21,864,992         | \$20,257,766         |
| Light Rail Service               | \$1,493,987         | \$1,399,057         | \$17,730,612         | \$18,143,403         |
| Commuter Rail Service            | \$548,538           | \$547,548           | \$5,866,976          | \$5,932,519          |
| Paratransit                      | \$281,019           | \$354,718           | \$4,041,771          | \$3,767,967          |
| Rideshare                        | \$340,416           | \$348,777           | \$3,927,899          | \$3,950,466          |
| <b>UTA</b>                       | <b>\$4,555,359</b>  | <b>\$4,376,974</b>  | <b>\$53,432,249</b>  | <b>\$52,052,120</b>  |
| <b>PASSENGERS</b>                |                     |                     |                      |                      |
| Bus Service                      | 1,542,221           | 1,456,873           | 20,303,086           | 19,216,552           |
| Light Rail Service               | 1,394,138           | 1,404,931           | 16,871,929           | 17,899,714           |
| Commuter Rail Service            | 410,299             | 406,055             | 5,193,880            | 5,082,169            |
| Paratransit                      | 61,535              | 59,694              | 805,121              | 835,951              |
| Rideshare                        | 72,056              | 85,112              | 1,065,208            | 1,182,309            |
| <b>UTA</b>                       | <b>3,480,249</b>    | <b>3,412,665</b>    | <b>44,239,223</b>    | <b>44,216,695</b>    |
| <b>FAREBOX RECOVERY RATIO</b>    |                     |                     |                      |                      |
| Bus Service                      | 14.3%               | 13.0%               | 15.9%                | 15.5%                |
| Light Rail Service               | 25.9%               | 23.3%               | 23.3%                | 24.2%                |
| Commuter Rail Service            | 16.3%               | 13.5%               | 14.7%                | 14.6%                |
| Paratransit                      | 11.0%               | 14.2%               | 16.2%                | 15.6%                |
| Rideshare                        | 64.1%               | 70.6%               | 69.8%                | 75.8%                |
| <b>UTA</b>                       | <b>17.9%</b>        | <b>16.6%</b>        | <b>18.8%</b>         | <b>18.9%</b>         |
| <b>ACTUAL SUBSIDY PER RIDER</b>  |                     |                     |                      |                      |
| Bus Service                      | \$7.33              | \$7.95              | \$5.71               | \$5.76               |
| Light Rail Service               | \$3.06              | \$3.27              | \$3.47               | \$3.18               |
| Commuter Rail Service            | \$6.86              | \$8.64              | \$6.54               | \$6.84               |
| Paratransit                      | \$37.03             | \$35.92             | \$26.05              | \$24.32              |
| Rideshare                        | \$2.65              | \$1.70              | \$1.60               | \$1.07               |
| <b>UTA</b>                       | <b>\$5.99</b>       | <b>\$6.44</b>       | <b>\$5.22</b>        | <b>\$5.07</b>        |

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of December 31, 2019

| Classification                     | Total                | Current              | 31-60 Days        | 61-90 Days        | 90-120 Days       | Over 120 Days    |
|------------------------------------|----------------------|----------------------|-------------------|-------------------|-------------------|------------------|
| 1 Federal Government <sup>1</sup>  | \$ 8,099,654         | \$ 8,099,654         | \$ -              | \$ -              | \$ -              | \$ -             |
| 2 Local Contributions <sup>2</sup> | 60,491,211           | 60,491,211           | -                 | -                 | -                 | -                |
| 3 Warranty Recovery                | 709,497              | 709,497              | -                 | -                 | -                 | -                |
| 4 Product Sales and Development    | 1,026,514            | 684,839              | 163,395           | 172,504           | 2,769             | 3,007            |
| 5 Pass Sales                       | 625,773              | 424,639              | (5,536)           | 73,780            | 176,627           | (43,737)         |
| 6 Property Management              | 118,836              | 49,523               | 27,309            | 10,010            | 2,559             | 29,435           |
| 7 Vanpool/Rideshare                | 76,957               | 15,558               | 3,384             | 4,394             | 2,636             | 50,985           |
| 8 Capital Development Agreements   | 61,499               | -                    | 41,140            | -                 | -                 | 20,359           |
| 9 Mobility Management              | 1,350                | -                    | -                 | -                 | -                 | 1,350            |
| 10 Paratransit                     | 11,250               | 11,250               | -                 | -                 | -                 | -                |
| 11 Other <sup>3</sup>              | 2,575,615            | 2,575,615            | -                 | -                 | -                 | -                |
| 12 <b>Total</b>                    | <b>\$ 73,798,156</b> | <b>\$ 73,061,786</b> | <b>\$ 229,692</b> | <b>\$ 260,688</b> | <b>\$ 184,591</b> | <b>\$ 61,399</b> |

Percentage Due by Aging

|                                     |              |             |             |             |             |      |
|-------------------------------------|--------------|-------------|-------------|-------------|-------------|------|
| 13 Federal Government <sup>1</sup>  | 100.0%       | 0.0%        | 0.0%        | 0.0%        | 0.0%        | 0.0% |
| 14 Local Contributions <sup>2</sup> | 100.0%       | 0.0%        | 0.0%        | 0.0%        | 0.0%        | 0.0% |
| 15 Warranty Recovery                | 100.0%       | 0.0%        | 0.0%        | 0.0%        | 0.0%        | 0.0% |
| 16 Product Sales and Development    | 66.7%        | 15.9%       | 16.8%       | 0.3%        | 0.3%        |      |
| 17 Pass Sales                       | 67.9%        | -0.9%       | 11.8%       | 28.2%       | -7.0%       |      |
| 18 Property Management              | 41.7%        | 23.0%       | 8.4%        | 2.2%        | 24.8%       |      |
| 19 Vanpool/Rideshare                | 20.2%        | 4.4%        | 5.7%        | 3.4%        | 66.3%       |      |
| 20 Capital Development Agreements   | 0.0%         | 66.9%       | 0.0%        | 0.0%        | 33.1%       |      |
| 21 Mobility Management              | 0.0%         | 0.0%        | 0.0%        | 0.0%        | 100.0%      |      |
| 22 Paratransit                      | 100.0%       | 0.0%        | 0.0%        | 0.0%        | 0.0%        |      |
| 23 Other                            | 100.0%       | 0.0%        | 0.0%        | 0.0%        | 0.0%        |      |
| 24 <b>Total</b>                     | <b>99.0%</b> | <b>0.3%</b> | <b>0.4%</b> | <b>0.3%</b> | <b>0.1%</b> |      |

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM DECEMBER 1, 2019 THROUGH DECEMBER 31, 2019  
 (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> |
|---|----------------------|--------------------------------|----------------|-------------|--------------------|
| 15-1383TB DIESEL AND UNLEADED FUEL            | 10/1/2015            | KELLERSTRASS OIL               | 882794         | 12/5/2019   | \$ 428,937.54      |
| 18-2741 DEPOT DISTRICT TECHNOLOGY CENTER      | 8/23/2018            | BIG D CONSTRUCTION             | 350135         | 12/12/2019  | 457,443.24         |
| 15-1400TH ON BOARD MOBILE GATEWAYS            | 8/6/2015             | SIERRA WIRELESS AMERICA, INC.  | 350201         | 12/12/2019  | 205,784.00         |
| UT CONTRACT#AR626 PALO ALTO SOFTWARE          | 6/1/2014             | OPTIV SECURITY, INC.           | 350202         | 12/12/2019  | 235,442.48         |
| 18-2398TP TIGER GRANT CONSTRUCTION CONTRACT   | 4/11/2018            | GRANITE CONSTRUCTION COMPANY   | 350203         | 12/12/2019  | 278,061.09         |
| 15-1251TP PROVO-OREM BRT                      | 7/15/2015            | KIEWIT/CLYDE                   | 350207         | 12/12/2019  | 2,242,543.65       |
| 15-1383TB DIESEL AND UNLEADED FUEL            | 10/1/2015            | KELLERSTRASS OIL               | 882846         | 12/12/2019  | 214,739.30         |
| 18-2861PP 15-PASSENGER RIDESHARE VANS         | 11/15/2018           | LARRY H. MILLER CHEVROLET      | 882847         | 12/12/2019  | 247,808.78         |
| UT13-064GL PROJECT MGMT SERVICES              | 3/3/2014             | WSP USA                        | 882848         | 12/12/2019  | 286,925.76         |
| 17-2455JH LOCOMOTIVE REMANUFACTURER           | 8/22/2018            | MOTIVE POWER, INC.             | 882849         | 12/12/2019  | 528,049.51         |
| 16-1846TP ON-CALL MAINTENANCE                 | 10/7/2016            | STACEY AND WITBECK, INC.       | 882850         | 12/12/2019  | 1,269,026.01       |
| 15-1205TP ADVERTISING AGENCY SERVICES         | 8/11/2015            | R&R PARTNERS, INC.             | 350318         | 12/19/2019  | 237,776.29         |
| R2018-05-09                                   |                      | ROCKY MOUNTAIN POWER           | 350319         | 12/19/2019  | 515,938.35         |
| 14-1109TH ADA PARATRANSIT AND ROUTE DEVIATION | 9/1/2014             | MV PUBLIC TRANSPORTATION       | 882913         | 12/19/2019  | 238,900.52         |
| 14-17TH POSITIVE TRAIN CONTROL                | 10/6/2014            | ROCKY MOUNTAIN SYSTEMS SERVICE | 882914         | 12/19/2019  | 288,434.07         |
| 16-1846TP ON-CALL MAINTENANCE                 | 10/7/2016            | STACEY AND WITBECK, INC.       | 882915         | 12/19/2019  | 336,137.69         |
| 12/11/2019 Item 8c                            |                      | BACKMAN TITLE SERVICES, LTD.   | 882916         | 12/19/2019  | 357,562.00         |
| 18-2861PP 15-PASSENGER RIDESHARE VANS         | 11/15/2018           | LARRY H. MILLER CHEVROLET      | 882917         | 12/19/2019  | 533,922.11         |
| 15-1383TB DIESEL AND UNLEADED FUEL            | 10/1/2015            | KELLERSTRASS OIL               | 882933         | 12/24/2019  | 208,817.97         |
| RISK WRONGFUL DEATH SETTLEMENT                |                      | MARY PANTOS KUDA & ATTORNEY    | 58988          | 12/26/2019  | 215,194.43         |



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer

**BOARD MEETING DATE:** February 12, 2020

| <b>SUBJECT:</b>               | <b>R2020-02-01 Resolution Declaring Official Intent of the Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing</b>  |                               |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
|-------------------------------|--|-------------------------------|--------|--------|-------|----|--------------|-------------|----|-----------|--------------|----|-----------|----------------------|--|------------------|--------|-----|--------------|
| <b>AGENDA ITEM TYPE:</b>      | <b>Resolution</b>  |                               |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| <b>RECOMMENDATION:</b>        | Adopt Resolution R2020-02-01 Declaring Official Intent of the Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing   |                               |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| <b>BACKGROUND:</b>            | <p>When issuing a lease, federal law permits a government to include capital items in the financing which have been purchased up to 60 days prior to the lease closing date. Federal law does allow a government to declare an intent to reimburse and establish an expanded period of time for including capital items in a lease financing.</p> <p>UTA began leasing revenue service vehicles in 2015. Through 2018, the Board of Trustees adopted a resolution each year which authorized the Chief Financial Officer to enter into that year's leases as long as lease maturities, interest rates, and lease amounts were within the parameters identified in the resolution. Beginning in 2019, the process changed to have the Board of Trustees approve an intent to reimburse resolution early in the year and a lease financing resolution later in the year which included the specific lease maturities, interest rates and lease amounts resulting from a lease financing RFP.</p> |                               |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| <b>DISCUSSION:</b>            | <p>The 2020 capital budget anticipated lease financing for the replacement of the following items:</p> <table border="1"><thead><tr><th>Vehicle/Equipment Replacement</th><th>Number</th><th>Amount</th></tr></thead><tbody><tr><td>Buses</td><td>46</td><td>\$23,598,570</td></tr><tr><td>Paratransit</td><td>30</td><td>2,949,120</td></tr><tr><td>Vanpool vans</td><td>50</td><td>1,292,780</td></tr><tr><td>Bus validators (50%)</td><td></td><td><u>2,500,000</u></td></tr><tr><td>Totals</td><td>126</td><td>\$30,340,470</td></tr></tbody></table> <p>These capital items will be delivered throughout the year. Rather than arranging for financing as capital items are delivered, it is much more efficient to arrange for lease financing near the time of the largest dollar amount of deliveries.</p>   | Vehicle/Equipment Replacement | Number | Amount | Buses | 46 | \$23,598,570 | Paratransit | 30 | 2,949,120 | Vanpool vans | 50 | 1,292,780 | Bus validators (50%) |  | <u>2,500,000</u> | Totals | 126 | \$30,340,470 |
| Vehicle/Equipment Replacement | Number   | Amount                        |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| Buses                         | 46   | \$23,598,570                  |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| Paratransit                   | 30   | 2,949,120                     |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| Vanpool vans                  | 50   | 1,292,780                     |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| Bus validators (50%)          |  | <u>2,500,000</u>              |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |
| Totals                        | 126  | \$30,340,470                  |        |        |       |    |              |             |    |           |              |    |           |                      |  |                  |        |     |              |

|                       |  |
|-----------------------|--|
|                       | <p>The resolution enacts the intent to reimburse provisions of federal law and will allow UTA to arrange for lease financing for these budgeted capital items at one time. The anticipated timing for issuing the lease financing RFP is late summer.</p>                        |
| <b>ALTERNATIVES:</b>  | <p>UTA could conduct the lease financing solicitation and award the lease financing as soon as possible in 2020. The 2020 budget was prepared assuming the lease financing would take place in September. Lease financing could be put in place approximately every 60 days.</p> |
| <b>FISCAL IMPACT:</b> | <p>The budget assumed lease financing would take place in September. This action supports 2020 budget planning.</p>  |
| <b>ATTACHMENTS:</b>   | <p>1) Resolution R2020-02-01</p>   |

**RESOLUTION DECLARING OFFICIAL INTENT OF THE UTAH TRANSIT  
AUTHORITY TO REIMBURSE ITSELF FOR CERTAIN CAPITAL  
EXPENDITURES THROUGH LEASE FINANCING**

R2020-02-01

February 12, 2020

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

WHEREAS, the Board of Trustees of the Authority is required to approve contractual expenditures exceeding \$200,000; and

WHEREAS, the Authority expects to incur significant costs for transit system improvements, including without limitation, revenue service vehicles, and all related improvements (collectively, the "Project"); and

WHEREAS, the Authority has determined that it intends to finance the cost of the Project with the proceeds from one or more lease financings, the interest on which is excludable from gross income for federal income tax purposes (the "Leases"); and

WHEREAS, no costs of the Project were paid more than 60 days prior to the date of this Official Intent, other than preliminary expenditures (not exceeding 20% of the aggregate price of the Leases to be executed to finance the Project), provided that such preliminary expenditures shall not include cost of land acquisition or site preparation or other costs of construction or acquisition of the Project;

NOW, THEREFORE, the Board of Trustees of the Utah Transit Authority hereby declares the Official Intent of the Utah Transit Authority, AS FOLLOWS:

Section 1. Declaration of Official Intent to Finance Capital Expenditures; Maximum Authorized Debt. The Authority hereby declares its intention and reasonable expectation to use proceeds from the lease financings to reimburse itself for expenditures for costs of the Project. The Authority intends that the Leases are to be executed and the reimbursements are to be made by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditures was paid. The Authority anticipates that the maximum principal amount of the Leases executed to finance the Project will not exceed \$30,340,470.

Section 2. Nature of Project Costs. The costs of the Project consist entirely of capital expenditures or costs of issuance of the Leases, and no cost of the Project to be reimbursed with the proceeds from the Leases is a cost of working capital.



Section 3. No Replacement Proceeds. The Authority will not, at any time within one year after any allocation of proceeds from the Leases to reimburse any expenditure, use the reimbursed funds to create a sinking fund for the Leases, or to otherwise replace the proceeds of any of the Leases.

Section 4. Effective Date. This Official Intent shall take effect immediately.

Approved and adopted this 12th day of February, 2020

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kim S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kim S. Ulibarri, Chief People Officer

**BOARD MEETING DATE:** February 12, 2020

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>R2020-02-02 Resolution Setting Compensation for District Officers and Administrative Employees, and Appointing Officers</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Resolution</b>   |
| <b>RECOMMENDATION:</b>   | Adopt Resolution R2020-02-02 Setting Compensation for District Officers and Administrative Employees, and Appointing Officers   |
| <b>BACKGROUND:</b>       | This resolution adopts the 2020 salary structure setting the compensation of all district officers and employees. The resolution also appoints officers as required by statute.   |
| <b>DISCUSSION:</b>       | <p>The UTA salary structure is updated on a yearly basis. The structure was reviewed during UTA's annual compensation audit. The consultant recommended a 2% increase in the midpoint of the pay structure. This 2020 salary structure has been adjusted to adopt that recommendation.</p> <p>The board officers have not changed since 2019.</p> |
| <b>ALTERNATIVES:</b>     | If not adopted, UTA could continue with the 2019 structure. This could possibly result in UTA having a harder time competing for jobs within the local market and making it more difficult to attract and retain our workforce.   |
| <b>FISCAL IMPACT:</b>    | All salary adjustments associated with changes to the updated structure are included in the 2020 budget.  |
| <b>ATTACHMENTS:</b>      | Resolution R2020-02-02  |

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY SETTING COMPENSATION FOR DISTRICT OFFICERS AND  
ADMINISTRATIVE EMPLOYEES, AND APPOINTING OFFICERS**

2020-02-02

February 12, 2020

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

WHEREAS, the Act requires the Board of Trustees ("Board") of the Authority to fix the compensation of all district officers and employees, excluding the Board of Trustees whose compensation is fixed by the Local Advisory Council;

WHEREAS, the Board desires to fix the compensation of all district officers and employees, excluding the Board of Trustees, as required by the Act;

WHEREAS, the Act requires the Board to appoint district officers, which includes the Executive Director, a Secretary, Treasurer, Comptroller, and Internal Auditor;

WHEREAS, the Board previously appointed Carolyn Gonot as Executive Director in Resolution R2019-06-03; and

WHEREAS, the Board desires to appoint a Secretary, Treasurer, Comptroller, and Internal Auditor as required by the Act; and

WHEREAS, Robert K. Biles is currently serving as Secretary/Treasurer, and the Board wishes to reappoint him to that role; and

WHEREAS, Riana De Villiers is currently serving as the Authority's Chief Internal Auditor and is a licensed certified internal auditor with twenty years' experience in the auditing profession, and the Board wishes to reappoint her to that role; and

WHEREAS, Troy Bingham is currently serving as the Authority's Comptroller and has been actively engaged in the practice of accounting for a period of fifteen years, and the Board wishes to reappoint him to that role.

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

1. That the Board hereby sets the compensation of all district officers and employees, excluding the Board of Trustees, as set forth in the compensation schedule attached as Exhibit A.

2. That the Board hereby appoints Robert K. Biles as Secretary/Treasurer.
3. That the Board hereby appoints Troy Bingham as Comptroller.
4. That the Board hereby appoints Riana De Villiers as Internal Auditor.
6. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and adopted this 12<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Carlton Christensen, Chair Board of Trustees

ATTEST:

\_\_\_\_\_  
Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

\_\_\_\_\_  
Legal Counsel

## EXHIBIT A

### 2020 UTA ADMINISTRATION SALARY STRUCTURE

| <u>Pay Grade</u> | <u>MIN</u>          | <u>MID</u>          | <u>MAX</u>          | <u>Job Code</u> | <u>Job Title</u>               |
|------------------|---------------------|---------------------|---------------------|-----------------|--------------------------------|
| <b>EX</b>        | <b>\$133,111.00</b> | <b>\$184,738.00</b> | <b>\$256,389.00</b> |                 |                                |
|                  | <b>\$64.00</b>      | <b>\$88.82</b>      | <b>\$123.26</b>     |                 |                                |
|                  |                     |                     |                     | EX1011          | Chief Financial Officer        |
|                  |                     |                     |                     | EX1013          | Chief Operating Officer        |
|                  |                     |                     |                     | EX1037          | Chief People Officer           |
|                  |                     |                     |                     | EX1039          | Chief Service Development Ofc  |
|                  |                     |                     |                     | EX1040          | Chief Comms &Marketing Officer |
|                  |                     |                     |                     | EX1939          | Acting Chief Svc Dev Ofc       |
|                  |                     |                     |                     | EX2009          | Executive Director             |
| <b>O</b>         | <b>\$120,107.00</b> | <b>\$163,488.00</b> | <b>\$222,538.00</b> |                 |                                |
|                  | <b>\$57.74</b>      | <b>\$78.60</b>      | <b>\$106.99</b>     |                 |                                |
|                  |                     |                     |                     | MG2074          | Sr Program Mgr, EngProject Dev |
|                  |                     |                     |                     | MG2114          | Director of Asset Management   |
|                  |                     |                     |                     | MG2120          | Director of Capital Projects   |
|                  |                     |                     |                     | MG2129          | IT Director                    |
|                  |                     |                     |                     | MG3103          | Chief Internal Auditor         |
|                  |                     |                     |                     | MG4015          | Regional GM Mt. Ogden BU       |
|                  |                     |                     |                     | MG4016          | Regional GM Timpanogos BU      |
|                  |                     |                     |                     | MG4017          | Special Services GM            |
|                  |                     |                     |                     | MG4022          | Regional GM Salt Lake BU       |
|                  |                     |                     |                     | MG4025          | Commuter Rail General Manager  |
|                  |                     |                     |                     | MG4026          | Light Rail General Manager     |
|                  |                     |                     |                     | MG4915          | Acting Regional GM Mt Ogden BU |
| <b>N</b>         | <b>\$101,996.00</b> | <b>\$136,219.00</b> | <b>\$181,926.00</b> |                 |                                |
|                  | <b>\$49.04</b>      | <b>\$65.49</b>      | <b>\$87.46</b>      |                 |                                |
|                  |                     |                     |                     | MG2033          | Chf of Police - Pub Safety Mgr |
|                  |                     |                     |                     | MG2068          | Comptroller                    |
|                  |                     |                     |                     | MG2076          | SrMgr Budget&FinancialAnalysis |
|                  |                     |                     |                     | MG2089          | Sr Supply Chain Manager        |
|                  |                     |                     |                     | MG2108          | Government Relations Director  |
|                  |                     |                     |                     | MG2110          | Director of Planning           |
|                  |                     |                     |                     | MG2111          | Director of Board Governance   |
|                  |                     |                     |                     | MG2113          | Communications Director        |
|                  |                     |                     |                     | MG2116          | IT Network Support Mgr         |
|                  |                     |                     |                     | MG2123          | Sr Mgr Ops Analysis            |

&Solutions

MG2126 Apps Support & Dvlpment Sr Mgr

MG2130 Sr Mgr Culture and Talent Dev

MG2133 Dir HR Svcs & Labor Relations

MG2140 Dir Innovat Mobility Solutions

MG2148 Prog Mgr-Env,Grants,Proj Contr

MG2151 Risk and Compliance Officer

MG2152 Mgr, Apps Dvlpment & Support

MG2154 Mgr, Apps Dev, Supp, & IT PMO

MG2926 Acting Apps Sup & Dev Sr Mgr

MG2940 Acting Dir Innov Mobility Sol

PR3083 Sr Dev Program Engineer

TL3018 Sr Database Administrator

TL3020 JDE ERP Sr Developer

TL3023 Enterprise Tech Architect

|          |                    |                     |                     |
|----------|--------------------|---------------------|---------------------|
| <b>M</b> | <b>\$87,197.00</b> | <b>\$114,412.00</b> | <b>\$150,120.00</b> |
|          | <b>\$41.92</b>     | <b>\$55.01</b>      | <b>\$72.17</b>      |

MG1059 Mgr Qual and Const Oversight

MG1060 Program Mgr Innov Mobility Sol

MG2009 Facilities Maintenance Manager

MG2010 Manager of Rail Operations

MG2013 Mgr Light Rail Vehicle Maint

MG2035 Mgr of Civil Rights Compliance

MG2038 Mgr Rail Technical Svcs & QA

MG2091 Coordinated Mobility Manager

MG2093 Mgr Rail Plan/Perf, Proj Deliv

MG2094 Mgr of CR Vehicle Maintenance

MG2100 Mgr of IT Quality Assurance

MG2109 Mgr Light Rail Operations

MG2118 Sr Mgr- Real Estate and TOD

MG2125 Comms & Deployment Mgr

MG2127 Fare and BI Apps Mgr

MG2132 Sr Mgr Workforce Pl&Talent Acq

MG2135 Mgr Rail Infrastructure Assets

MG2136 Mgr Rail Systems Assets

MG2142 Project Manager III

MG2145 Fares Director

MG2146 Mgr Commuter Rail Operations

MG2147 Manager IT Project Mgmt Office  
 MG2153 Director, Safety & Security  
 MG2909 Act Mgr Light Rail Operations  
 MG2936 Acting Mgr Rail Systems Assets  
 MG3102 Director, Talent Acquisition  
 PR3149 Civil Engineer III  
 PR3162 Project Manager III  
 SU3020 Captain  
 SU3026 Application Support Supv  
 SU3027 Application Development Supv  
 TL2028 Systems Support Analyst III  
 TL2046 SharePoint Admin-Developer  
 TL3012 Programmer Analyst III  
 TL3013 Sr Information Security Admin  
 TL3021 B.I. Architect-Programmer

|          |                    |                    |                     |
|----------|--------------------|--------------------|---------------------|
| <b>L</b> | <b>\$75,054.00</b> | <b>\$96,870.00</b> | <b>\$125,028.00</b> |
|          | <b>\$36.08</b>     | <b>\$46.57</b>     | <b>\$60.11</b>      |

MG1008 Manager of Customer Service  
 MG1015 Mgr Long Range Strategic Plann  
 MG1031 Assistant Comptroller  
 MG1056 Manager Total Rewards  
 MG1057 Mgr Customer Experience  
 MG1058 Mgr Ops-Maint Sys Arch & Sol  
 MG1915 Acting Mgr LongRange StratPlan  
 MG2016 Mgr Property Administration  
 MG2030 Claims & Insurance Manager  
 MG2045 Manager of Service Delivery  
 MG2054 Manager of Right of Way Assets  
 MG2071 Mgr Transit Communications Ctr  
 MG2075 Mgr, Project Dev/Systems Plan  
 MG2083 Mgr Service Planning  
 MG2084 Manager of Operations Planning  
 MG2085 TOD Project Manager  
 MG2090 Procurement Manager  
 MG2098 Manager of Safety  
 MG2105 Mgr Vehicle Perf & Maintenance  
 MG2107 Records Manager  
 MG2115 Mgr Ticket Vend Machine Assets  
 MG2124 Bus Communications Supv

|        |                                |
|--------|--------------------------------|
| MG2128 | Mgr State of Good Repair       |
| MG2139 | Mgr Veh Overhaul & Bus Support |
| MG2141 | Project Manager II             |
| MG2149 | Mgr Business Development-Sales |
| MG2971 | Acting Mgr Transit Comms Ctr   |
| MG2998 | Acting Mgr Safety & Security   |
| PR2111 | Sr TAcq Full Cycle Recruiter   |
| PR3013 | Facilities Engineer            |
| PR3035 | Sr Media Relations Specialist  |
| PR3104 | Sr Business Process Developer  |
| PR3113 | Sr Compensation Analyst        |
| PR3116 | Data WH &Bus Intel Sys Analyst |
| PR3126 | Sr Internal Auditor            |
| PR3128 | SrContinuousImprove Consultant |
| PR3140 | Sr Technical Business Analyst  |
| PR3147 | Sr Strategic Sourcing Spec     |
| PR3161 | Project Manager II             |
| SU1026 | Community Engagement Manager   |
| SU2052 | ERP Tech Sys Admin-SupplyChain |
| SU3006 | HRIS/Technology System Admin   |
| SU3008 | Radio Communications Supv      |
| SU3013 | Network Comm/Infra Supervisor  |
| SU3019 | Fleet Engineering Admin        |
| SU3024 | Business&Quality Analyst Supv  |
| SU3028 | Supv Opns Business Systems     |
| SU3030 | Talent Acquisition Supervisor  |
| SU3031 | Leadership Development Admin   |
| SU3034 | Bus Communications Supv        |
| SU3035 | Fares Supervisor               |
| SU3036 | Fleet Engineering Supervisor   |
| TL2012 | Programmer Analyst II          |
| TL2041 | Radio Systems Engineer Trainee |
| TL2042 | ERP Tech Sys Admin-Accounting  |
| TL2044 | Maintenance Systems ERP Admin  |
| TL2047 | ERP Tech Sys Admin-Developer   |
| TL2049 | IT Project Manager             |
| TL3005 | Systems Engineer               |



TL3016 Network Administrator III  
 TL3024 HRIS Administrator

|          |                    |                    |                     |
|----------|--------------------|--------------------|---------------------|
| <b>K</b> | <b>\$65,048.00</b> | <b>\$82,679.00</b> | <b>\$105,088.00</b> |
|          | <b>\$31.27</b>     | <b>\$39.75</b>     | <b>\$50.52</b>      |

MG1014 Asst Mgr of Service Delivery  
 MG1035 Project Manager I  
 MG1038 Special Svc Program Mgr  
 MG1041 Asst Mgr of Rail Operations  
 MG1042 Board Manager  
 MG1044 Warehouse & Inventory Opns Mgr  
 MG1045 Manager of Security  
 MG1048 Asst Mgr Light Rail Veh Maint  
 MG1050 Asst Mgr of Svc Delivery (SS)  
 MG1052 Asst Mgr CR Vehicle Maint  
 MG1053 Asst Mgr Rail Infra Assets  
 MG1054 Asst Mgr Rail System Assets-CR  
 MG1055 Asst Mgr Rail System Assets-LR  
 MG1955 Acting AM Rail Sys Assets-LR  
 PR2029 Communications Specialist  
 PR2036 Rail Service/Ops Sr Planner  
 PR2069 Emergency Mgmt Program Mgr  
 PR2070 Video Security Admin  
 PR2083 Property Administrator II  
 PR2090 Sr Sales Representative  
 PR2107 Internal Communications Strat  
 PR2108 Sr Property Administrator  
 PR2110 Civil Engineer II  
 PR2121 PTC Administrator  
 PR2124 Project Manager I  
 PR3001 Environmental Compliance Admin  
 PR3012 Strategic Planner III  
 PR3018 Claims Administrator  
 PR3024 Civil Rts Compliance Ofc (ADA)  
 PR3026 Grants Development Admin  
 PR3028 Workers Compensation Admin  
 PR3036 Public Relations Specialist  
 PR3049 Sr Service Planner  
 PR3050 Sr Operations Planner  
 PR3053 Project Control Specialist  
 PR3089 Transit Asset Administrator  
 PR3090 Sr Social Media Specialist

PR3091 NEPA Project Administrator  
 PR3103 Sr Planning Researcher  
 PR3111 Vehicle Procure/Comm  
 Admin-Bus  
 PR3117 EnvSteward&Sustain Planner  
 III  
 PR3118 Researcher- Innov Mobility  
 Sol  
 PR3122 Strategic Sourcing Specialist  
 PR3127 Opns Systems Admin-  
 Specialist  
 PR3130 Sr Org Development  
 Consultant  
 PR3131 Coord Mobility Grant Admin  
 PR3134 Civil Rts Comp Ofc (TVI-DBE)  
 PR3136 Sr BusinessProc Analytics  
 Spec  
 PR3137 Sr Financial Analyst  
 PR3138 Sr Government Relations  
 Spec  
 PR3139 GIS-Asset Administrator  
 PR3141 Proj Development Planner III  
 PR3142 HR Business Partner  
 PR3143 RR Regulatory Compliance  
 Spec  
 PR3146 Procurement & Contracts  
 Spec  
 PR3148 Sr Procurement &Contracts  
 Spec  
 PR3153 Financial Svcs Administrator  
 PR3155 Sr Contract & Compliance  
 Admin  
 PR3158 Senior Fare Revenue Analyst  
 SU2018 Facilities Maint Supv  
 SU2023 Technical Services Supervisor  
 SU2030 Lieutenant  
 SU2037 Transit Communications Supv  
 SU2038 Technical Support Supervisor  
 SU2056 Senior Accountant  
 SU2060 Service Planning Supervisor  
 SU2062 Coord Mobility Grant Admin  
 SU2065 Technology Support  
 Supervisor  
 SU3001 Rail Maintenance Supervisor  
 SU3002 Maintenance Of Way  
 Supervisor  
 SU3004 Maint Training Administrator  
 SU3005 Bus Opns Training  
 Admin/Supv  
 SU3012 Vanpool Fleet Maint  
 Supervisor  
 SU3021 Light Rail-MOW Training  
 Admin

TL2008 Network Administrator II  
 TL2014 Digital Media Specialist  
 TL2019 Electronic Comms Team Leader  
 TL2037 Radio Comms Engr Tech II  
 TL2038 Radio Comms Engr Tech III  
 TL2048 Information Security Analyst  
 TL3006 Fleet Engineer  
 TL3009 Sr Telecommunications Spec

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>J</b> | <b>\$56,774.00</b> | <b>\$71,135.00</b> | <b>\$89,129.00</b> |
|          | <b>\$27.30</b>     | <b>\$34.20</b>     | <b>\$42.85</b>     |

CL3042 Executive Asst to Board Chair  
 CL3044 Executive Asst to Board  
 PR1041 Construction Inspector I  
 PR2060 Rail Opns Training Leader  
 PR2077 Civil Engineer  
 PR2080 Coordinated Mobility Specialis  
 PR2082 Property Administrator I  
 PR2084 SS Delivery Systems Admin  
 PR2085 TOD Project Specialist I  
 PR2086 TOD Project Specialist II  
 PR2088 Continuous Improve Specialist  
 PR2103 Technical Business Analyst  
 PR2104 LMS and Training Coordinator  
 PR2113 Rail Quality Assurance Admin  
 PR2115 Planning Researcher II  
 PR2117 CI Specialist- Supply Chain  
 PR2118 Fleet Vehicle Maint Admin-Bus  
 PR2122 Fare Revenue Analyst  
 PR2123 Fare Operations Analyst  
 PR3014 Contract Buyer  
 PR3022 Internet Marketing Specialist  
 PR3032 Maint Training Specialist  
 PR3043 Rail Service Project Admin  
 PR3062 Business and Quality Analyst  
 PR3070 Safety Administrator-Const  
 PR3088 Rail Maint Training Specialist  
 PR3108 Safety Admin - Transit System  
 PR3114 Special Svcs Sr Planner  
 PR3120 Corp Instructional Designer  
 PR3121 Sr Buyer  
 PR3132 LR-MOW Instructional Designer  
 PR3145 Strategic Culture Partner  
 PR3151 People Office Strat Analyst

|        |                                    |
|--------|------------------------------------|
| PR3156 | Instructional Designer             |
| PR3159 | Safety Administrator               |
| SP3020 | Commuter Rail Train<br>Dispatcher  |
| SU1007 | ADA Evaluation Office Admin        |
| SU2009 | Operations Supervisor              |
| SU2010 | Downtown Operations<br>Supervisor  |
| SU2011 | Light Rail Operations Supv         |
| SU2014 | LRV Maint Supervisor               |
| SU2015 | Bus Vehicle Maint Supv             |
| SU2019 | Accounting Supervisor              |
| SU2031 | Commuter Rail Veh/Maint<br>Supv    |
| SU2032 | Farebox Service Supervisor         |
| SU2035 | Sergeant                           |
| SU2041 | Rail Opns Training Leader          |
| SU2042 | Commuter Rail<br>OpsPersonnelSupv  |
| SU2044 | LRV Maint Supv-Team Mentor         |
| SU2045 | LRV Maint Supv-<br>BusinessAnalyst |
| SU2046 | LRV Maint Supv-<br>BusinessSolSpec |
| SU2047 | LRV Maint Supv-QAQC<br>Specialist  |
| SU2048 | LRV Maint Supv-<br>TeamCoordinator |
| SU2049 | LRV Maint Supv-Training<br>Admin   |
| SU2050 | LRV Maint Supv-Training<br>Spec    |
| SU2051 | LRV Maint Supv-<br>BodyFabrication |
| SU2053 | LRV Maint Supv-<br>PartsToolsEquip |
| SU2054 | Light Rail Controller Supv         |
| SU2055 | LR Opns- Training Supv             |
| SU2058 | Maintenance Analyst-<br>Supervisor |
| SU2059 | CR Veh Maint Training Leader       |
| SU2063 | Coordinated Mobility Spec          |
| SU2064 | Fleet Maintenance Supervisor       |
| TL1009 | Systems Support Analyst I          |
| TL2006 | Fleet Engineering Technician       |
| TL2017 | Programmer Analyst I               |
| TL2022 | Network Administrator I            |
| TL2027 | Systems Support Analyst II         |
| TL2033 | Network Specialist                 |
| TL2039 | Fleet Maintenance Tech-<br>Analyst |

| <b>I</b> | <b>\$49,902.00</b>                | <b>\$61,696.00</b> | <b>\$76,278.00</b> |  |
|----------|-----------------------------------|--------------------|--------------------|--|
|          | <b>\$23.99</b>                    | <b>\$29.66</b>     | <b>\$36.67</b>     |  |
| CL3016   | Maintenance Control Analyst       |                    |                    |  |
| CL3017   | Operations Dispatch Lead          |                    |                    |  |
| CL3037   | Exec Asst to Exec Director        |                    |                    |  |
| CL3041   | CR Operations Scheduler           |                    |                    |  |
| PR1037   | Talent Acquisition Specialist     |                    |                    |  |
| PR1040   | Rideshare Product Rep             |                    |                    |  |
| PR2008   | Strategic Planner II              |                    |                    |  |
| PR2009   | Buyer                             |                    |                    |  |
| PR2010   | Accountant                        |                    |                    |  |
| PR2015   | Bus Operations Training Spec      |                    |                    |  |
| PR2027   | Service Planner                   |                    |                    |  |
| PR2028   | Operations Planner                |                    |                    |  |
| PR2051   | Facilities Technician             |                    |                    |  |
| PR2062   | Claims Adjuster                   |                    |                    |  |
| PR2066   | Legal Assistant                   |                    |                    |  |
| PR2075   | Maint Training Assistant<br>Admin |                    |                    |  |
| PR2078   | Benefits Administrator            |                    |                    |  |
| PR2087   | Commuter Rail Opns Trainer        |                    |                    |  |
| PR2093   | Talent Acq FullCycle Recruiter    |                    |                    |  |
| PR2095   | Graphic Art Specialist            |                    |                    |  |
| PR2096   | EnvSteward&Sustain Planner<br>II  |                    |                    |  |
| PR2097   | Records Officer and Specialist    |                    |                    |  |
| PR2098   | Bus Opns Training Asst<br>Admin   |                    |                    |  |
| PR2100   | Rail Service-Ops Planner          |                    |                    |  |
| PR2102   | Special Svcs Planner              |                    |                    |  |
| PR2105   | Proj Development Planner II       |                    |                    |  |
| PR2106   | Customer Experience Planner       |                    |                    |  |
| PR2112   | Bus Opns Training Lead            |                    |                    |  |
| PR2114   | Planning Researcher I             |                    |                    |  |
| PR2116   | IT Apps & Tech Support<br>Analyst |                    |                    |  |
| PR2120   | Sales Representative              |                    |                    |  |
| PR2125   | Payroll Analyst                   |                    |                    |  |
| PR3157   | Sr Benefits Administrator         |                    |                    |  |
| SP3006   | Estimator                         |                    |                    |  |
| SP3008   | Transit Police Officer III        |                    |                    |  |
| SP3009   | Transit Police Officer IV         |                    |                    |  |
| SP3011   | Flextrans Radio Control Coord     |                    |                    |  |
| SP3013   | Sr Transit Comms Dispatcher       |                    |                    |  |
| SU1003   | Customer Service Supervisor       |                    |                    |  |
| SU1008   | Pass Facilities Road Crew<br>Supv |                    |                    |  |
| SU1016   | Special Svc Scheduling Supv       |                    |                    |  |

SU2040 Parts & Inventory Supervisor  
 SU2043 Commuter Rail System Supv  
 TL2015 Electronic Communications  
 Tech  
 TL2034 Revenue Equipment Maint  
 Tech  
 TL2035 Lead Technology Support  
 Spec.  
 TL2036 Radio Comms Engr Tech I  
 TL2040 Coord Mobility Tech Specialist

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>H</b> | <b>\$44,412.16</b> | <b>\$53,938.56</b> | <b>\$65,509.60</b> |
|          | <b>\$21.35</b>     | <b>\$25.93</b>     | <b>\$31.50</b>     |

CL2090 Training Support Specialist  
 CL3003 Production Control Specialist  
 CL3004 Warranty Claims Specialist  
 CL3005 Materials/Inv Control Analyst  
 CL3007 Vanpool Maintenance  
 Specialist  
 CL3018 Sr Office Specialist- Finance  
 CL3019 Sr Office Spec- Mt Ogden BU  
 CL3021 Sr Office Specialist- SLBU  
 CL3022 Sr Office Specialist- SSvc BU  
 CL3023 Sr Office Spec- Timpanogos  
 BU  
 CL3025 Sr Office Spec- Asst to PS  
 Mgr  
 CL3026 Sr Office Spec- Supply Chain  
 CL3027 Sr Office Spec- Light Rail  
 CL3028 Sr Office Spec- Maint of Way  
 CL3029 Sr Office Spec- LR Veh Maint  
 CL3030 Sr Office Spec- Ext Affairs  
 CL3032 Sr Office Spec- Capital Proj  
 CL3033 Sr Office Spec- Commuter  
 Rail  
 CL3034 People Office Administrator  
 CL3035 Office Admin-  
 Opns,Cap,Assets  
 CL3036 Production Control Spec- LR  
 CL3038 Sr Office Spec- Asset Mgt  
 CL3039 Sr Office Spec- IT  
 CL3040 External Affairs Office Admin  
 CL3043 Office Admin- CFO and  
 CSSTO  
 CL3045 Sr Office Spec- Board  
 CL3046 Office Administrator  
 CS1005 Cust Svc Technical Specialist  
 PR1023 Assistant Service Planner  
 PR1024 Assistant Operations Planner  
 PR1042 Fare Revenue Specialist  
 PR1043 Civil Rts Compliance Analyst

PR2001 Intern - Level III  
 PR2030 Community Relations Spec  
 PR2094 Bus Stop Administrator  
 SP2020 Transit Comms Dispatcher  
 SP2023 Paratransit Eligibility Spec  
 SP3007 Transit Police Officer II  
 SP3015 Payroll Administrator  
 SP3019 Warehouse & Prod Control Lead  
 SP3021 Travel Training Coordinator  
 SU1022 System Monitoring Administrator  
 TL1005 Field Service Technician  
 TL1010 Technology Support Technician  
 TL2024 Communications QA Technician  
 TL2032 Technology Support Specialist

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>G</b> | <b>\$39,393.12</b> | <b>\$47,538.40</b> | <b>\$57,368.48</b> |
|          | <b>\$18.94</b>     | <b>\$22.86</b>     | <b>\$27.58</b>     |

CL2064 Hearing Offcr-Fine Adjudicator  
 CL2100 Coord Mobility Grants Spec  
 CS2006 Lead Scheduling Specialist  
 CS2010 Customer Svc Lead Specialist  
 CS2013 Sr Customer Focus Specialist  
 CS3001 Special Svc Cust Care Admin  
 PR1001 Intern - Level II  
 PR1015 Strategic Planner I  
 PR1034 EnvSteward&Sustain Planner I  
 PR1035 Proj Development Planner I  
 PR1038 Sales Specialist  
 SP2012 Transit Police Officer I  
 SP2016 Travel Trainer  
 SP2017 Property Specialist  
 SP2021 Transit Comms Dispatch-Trainee  
 SP2022 Transit Police Officer Trainee  
 SP3012 Warehouse Specialist  
 TL2045 Video Security Technician

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>F</b> | <b>\$35,384.96</b> | <b>\$42,236.48</b> | <b>\$50,415.04</b> |
|          | <b>\$17.01</b>     | <b>\$20.31</b>     | <b>\$24.24</b>     |

CL1016 Talent Acquisition Assistant  
 CL2012 Facilities Office Specialist  
 CL2018 Mobility Center Office Spec  
 CL2026 Real Estate Office Specialist  
 CL2070 Commuter Rail Office Spec  
 CL2073 HR Office Specialist

CL2078 Office Specialist  
 CL2079 Rail Office Specialist  
 CL2081 Paratransit Eligibility Spec  
 CL2084 Public Safety Ofc Specialist  
 CL2085 Maint Support Office Spec  
 CL2086 Maintenance Office Specialist  
 CL2087 Office Specialist-SSvc BU  
 CL2089 Vanpool Maint Ofc Specialist  
 CL2096 Rideshare Customer Accts Spec  
 CL2097 Expeditor- Jr Buyer  
 CL2098 Customer Svc Office Specialist  
 CL2099 Benefits&Compliance Specialist  
 CL2101 SS Cust Care&Sched Office Spec  
 CL3011 Vanpool Support Specialist  
 CS2003 Customer Relations Specialist  
 CS2008 Paratransit Scheduling Splist  
 CS2009 Customer Focus Specialist  
 CS2011 Cust Comms & Social Media Spec  
 PR1002 Intern - Level I  
 PR1027 PublicSafety Records-Data Spec  
 PR1031 Recovery Adjuster

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>E</b> | <b>\$32,015.36</b> | <b>\$37,826.88</b> | <b>\$44,690.88</b> |
|          | <b>\$15.39</b>     | <b>\$18.19</b>     | <b>\$21.49</b>     |

CL1009 People Office Assistant  
 CL1011 Claims Clerk  
 CL1018 Administrative Services Asst  
 CL1019 HR Records Clerk  
 CL2028 Receptionist- Accounting Clerk  
 CL2054 Vanpool Maintenance Specialist  
 CL2083 Accts Payable-Receiveable Coord  
 CR1901 Intern- Diesel Tech  
 CS1008 Items Recovery Specialist  
 CS1010 Sr Contact Center Agent  
 SP1017 Fare Inspection Officer  
 SP1020 System Monitor Data Specialist

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>D</b> | <b>\$29,182.40</b> | <b>\$34,149.44</b> | <b>\$39,960.96</b> |
|          | <b>\$14.03</b>     | <b>\$16.42</b>     | <b>\$19.21</b>     |

CS1009 Contact Center Agent  
 SP1005 Farebox Revenue Processor  
 SP1012 Security Guard



SP1013 Train Host  
SP1021 Autonomous Vehicle Host

|          |                    |                    |                    |
|----------|--------------------|--------------------|--------------------|
| <b>C</b> | <b>\$26,800.80</b> | <b>\$31,079.36</b> | <b>\$36,042.24</b> |
|          | <b>\$12.89</b>     | <b>\$14.94</b>     | <b>\$17.33</b>     |

CL1012 Office Clerk  
SP1016 System Monitor



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Eddy Cumins, Chief Operating Officer

**BOARD MEETING DATE:** February 12, 2020

**SUBJECT:** Pass-Through Funds Agreement for Development of a Coordinated and Comprehensive Specialized Transportation Plan (UDOT)

**AGENDA ITEM TYPE:** Revenue Contract

**RECOMMENDATION:** Approve and authorize Executive Director to execute a contract with UDOT in the amount of \$250,000 to receive pass through funds appropriated by the Utah State Legislature in 2019 for the development of a Coordinated and Comprehensive Specialized Transportation Plan.

**BACKGROUND:** In the 2019 State of Utah Legislative session, S.B. 3 Item 142 appropriated \$492,200 of one-time general funds in FY 2020. UTA was appropriated \$250,000 of those funds to develop a comprehensive plan to address the problem of limited transportation options for seniors, persons with disabilities, and other transportation disadvantaged groups. Based on this appropriation, the UTA Coordinated Mobility Department developed a project scope, issued an RFP, and selected RLS and Associates as the contractor. The project is underway and scheduled for completion in early Q4 2020.

**DISCUSSION:** UTA Staff is requesting approval of this contract to enable UDOT to transfer \$250,000 to UTA. Utah Code Section 63J-1-220(2) mandates that the state agency, UDOT, not provide UTA with state pass through funding without an executed agreement. This agreement is a requirement in order for UTA to receive funds appropriated by the Utah State Legislature.

|                          |   |  |
|--------------------------|---|--|
| <b>CONTRACT SUMMARY:</b> | Contractor Name: UDOT   |  |
|                          | Contract Number: 20-03219   | Existing Contract Value: N/A               |
|                          | Base Contract Effective Dates: January 2020 through December 2020 | Extended Contract Dates: N/A               |
|                          | Amendment Amount: N/A   | New/Total Amount Contract Value: \$250,000 |

|                       |  |                                       |
|-----------------------|--|---------------------------------------|
|                       | Procurement Method: N/A  | Funding Sources: 2019 S.B. 3 Item 142 |
| <b>ALTERNATIVES:</b>  | Consequences of not moving forward with the agreement would result in UTA not receiving the \$250,000 to complete the project. |                                       |
| <b>FISCAL IMPACT:</b> | There is no fiscal impact to UTA. The agreement provides the revenue to complete the project.                                  |                                       |
| <b>ATTACHMENTS:</b>   | 1) Contract  |                                       |

**Agreement #20-03219**

**PASS THROUGH FUNDS AGREEMENT**

This PASS THROUGH FUNDS AGREEMENT (“Agreement”) is entered into between the Utah Department of Transportation, an agency of the State of Utah (“UDOT”) and Utah Transit Authority (“UTA”), a public transit district organized pursuant to the Utah Public Transit District Act as of the date of the signatures below (“Effective Date”).

**RECITALS**

**Whereas**, 2019 S.B. 3 Item 142 appropriated \$492,200 of one-time general funds in FY 2020;

**Whereas**, Utah Code Section 63J-1-220(2) mandates that the state agency, UDOT, not provide UTA with state pass through funding unless an agreement is executed. In addition, the agreement must require UTA to provide a written description and itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent and a final written itemized report when all the state money is spent; and

**Whereas**, this Agreement is written to comply with Utah Code Section 63J-1-220(2).

**AGREEMENT**

The parties agree as follows:

1. Within 30 days after the execution of this Agreement, **UDOT will transfer \$250,000** to UTA for the development of coordinated and comprehensive specialized transportation plan. The comprehensive plan will address the problem of limited transportation options for seniors, persons with disabilities, and other transportation disadvantaged groups.
2. Upon spending all the state money, UTA will provide UDOT with a final written itemized report detailing where the money has been spent. If the money is not spent in FY2019-20, UTA will provide a written description and an itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent.
3. UTA will only spend the money for the purposes described in paragraph one.
4. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement at the request of the other party.
5. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

6. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

7. Each party represents that it has the authority to enter into this Agreement and the Agreement may be signed in counterparts.

UTAH DEPARTEMENT OF TRANSPORTATION

UTAH TRANSIT AUTHORITY

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

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

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

Carolyn M. Gonot

Title: Executive Director

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

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

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

Eddy D. Cumins

Title: Chief Operating Officer

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

Approved as to form and content:

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Sr. Manager – Real Estate and TOD

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Ogden – Weber State University (WSU) Bus Rapid Transit (BRT) Right-of-Way Parcel Acquisition (Carriage Cleaners)</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Real Estate Expense Contract</b>  |
| <b>RECOMMENDATION:</b>   | Approve the purchase contract for the property located at 3205 Harrison Boulevard and authorize the Executive Director to execute the contract with a purchase price of \$650,400.   |
| <b>BACKGROUND:</b>       | UTA is performing right of way acquisitions for the Ogden – Weber State University Bus Rapid Transit Right-of-Way. The subject property has been identified as critical to the new transit corridor. As the property is adjacent to a planned station platform, Harrison Boulevard is being designed to widen significantly at this intersection, necessitating a full take of the subject property.   |
| <b>DISCUSSION:</b>       | UTA staff has negotiated with the seller, who has agreed to sell the subject property for the appraised value of \$650,400. An environmental assessment found a small amount of contamination below the foundation of the building. This will need to be remediated after the building is demolished. Remediation costs are estimated at \$10,000. \$20,000 will be held in escrow to cover those costs. If any funds remain after completion, they will be released to the seller. Seller will not be responsible for costs exceeding \$20,000. |
| <b>ALTERNATIVES:</b>     | <ol style="list-style-type: none"><li>1. Approve contract</li><li>2. Deny approval. Doing so would have significant impacts on the currently planned BRT and may necessitate moving the planned station, resulting in additional impacts to the design and additional project costs.</li></ol>   |
| <b>FISCAL IMPACT:</b>    | Property acquisition will cost \$650,400, which is included in the right-of-way budget for the Ogden-WSU BRT project.  |
| <b>ATTACHMENTS:</b>      | Right of Way Contract  |



**RIGHT OF WAY CONTRACT**  
**FEE ACQUISITION**

|                           |                                       |                             |                   |
|---------------------------|---------------------------------------|-----------------------------|-------------------|
| <b>Project No:</b>        | MSP 185                               | <b>Parcel No.(s):</b>       | Carriage Cleaners |
| <b>Project Location</b>   | Ogden-WSU BRT Project                 |                             |                   |
| <b>County of Property</b> | Weber                                 | <b>Tax ID / Sidwell No:</b> | 04-017-0003       |
| <b>Property Address:</b>  | 3205 Harrison Blvd., Ogden, UT 84403  |                             |                   |
| <b>Owner's Address</b>    | 3205 Harrison Blvd., Ogden, UT 84403  |                             |                   |
| <b>Owner's Home Phone</b> | 801-336-8648                          |                             |                   |
| <b>Owner/Grantor(s)</b>   | Alan W. Roundy, dba Carriage Cleaners |                             |                   |
| <b>Grantee</b>            | Utah Transit Authority                |                             |                   |

**IN CONSIDERATION** of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

**The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number(s) 04-017-0003 (Carriage Cleaners) for transportation purposes. This contract is to be returned to: Gale Padgett (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 West 200 South, Salt Lake City, UT 84101.**

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until UTA takes possession.
4. If this acquisition is a total purchase, a key deposit will be retained in the amount of 1% or a negotiated amount until the keys are delivered to UTA. If delivered to UTA in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean-up or necessary repairs.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
7. UTA shall pay the Grantor and or other parties of interest, if any, for the real property in the deed(s) and/or easement(s) referenced above.
8. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses by UDOT, UTA and/or the City: the construction and improvement of a highway or roadway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, turning lanes, dedicated bus lanes, curbing, curb and gutter, safety zones and areas, sidewalks and pedestrian crossings, bus shelters and facilities, station platforms and related facilities, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
9. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
10. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
11. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the transportation project.

JR





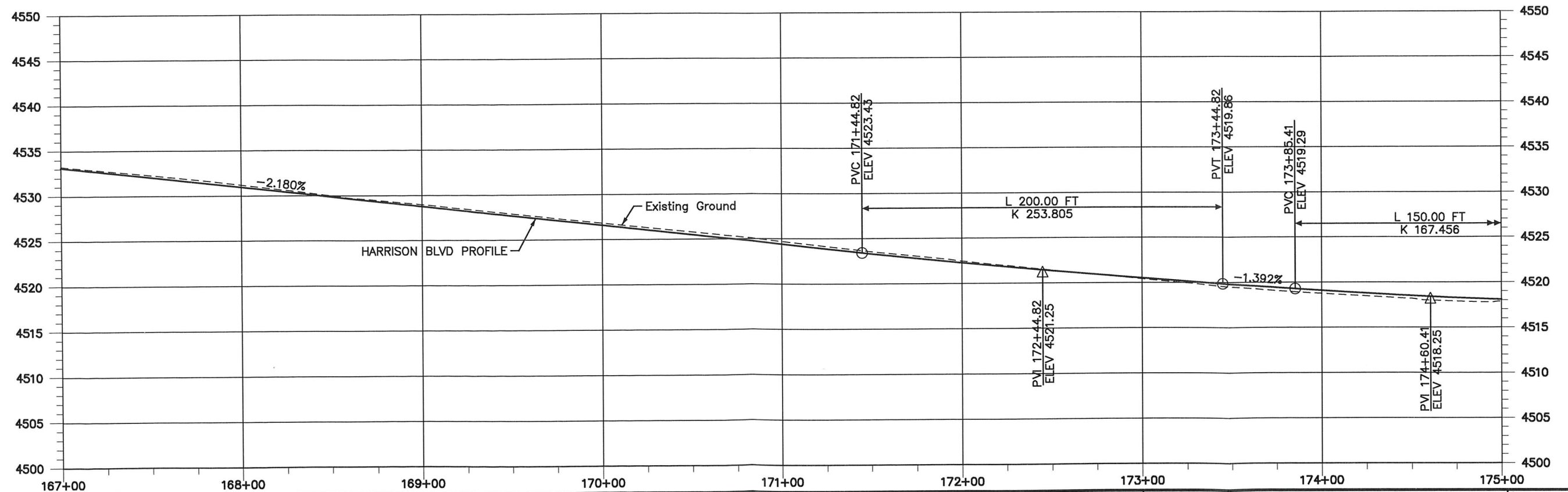
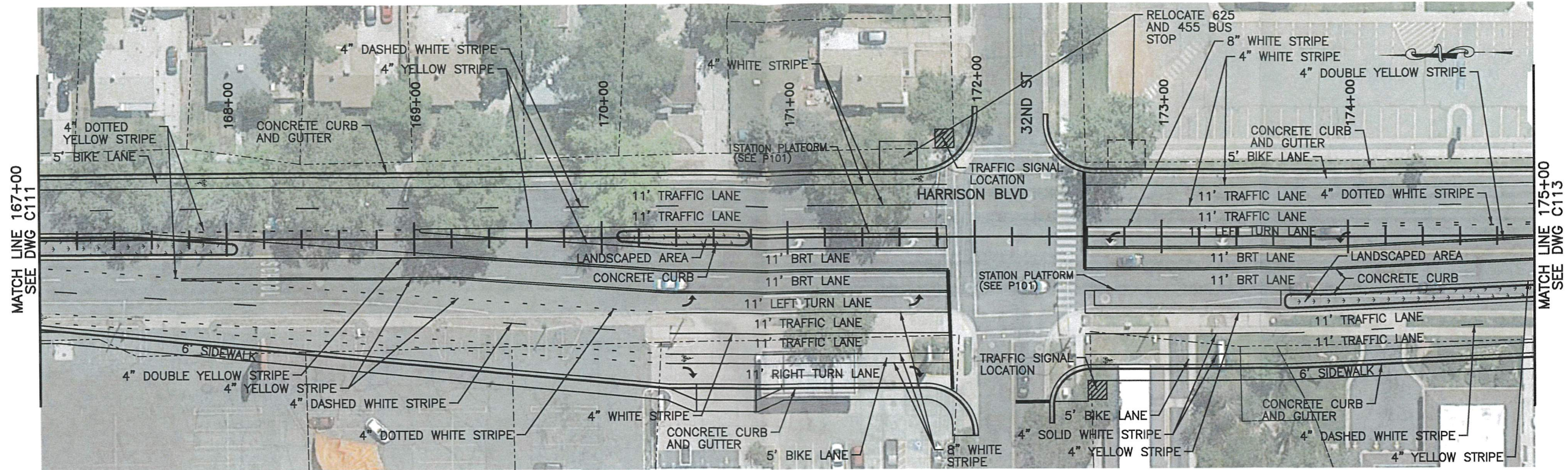


# Aerial Map



\* Area of subject outlined in Red is approximate.





| REV | DATE | Description |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**UTA**

UTAH TRANSIT AUTHORITY

Designed By: \_\_\_\_\_

Drawn By: \_\_\_\_\_

Checked By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**OGDEN/WSU TRANSIT CORRIDOR  
TRANSIT PROJECT**

PLAN AND PROFILE  
STA 167+00 TO STA 175+00

|                            |
|----------------------------|
| Scale:<br>1"=60            |
| CADD Filename:<br>C112.dgn |
| Submital Date<br>5/30/2018 |
| UTA Contract No.:          |
| Drawing No.:<br>C112       |
| Sheet No.:                 |





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Acting Chief Service Development Officer

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Program Management Services Contract Extension<br/>(WSP USA, Inc. – Formerly Parsons Brinkerhoff, Inc.)</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Contract Change Order</b>   |
| <b>RECOMMENDATION:</b>   | Approve Change Order to the Professional Services Contract between UTA and WSP and authorize UTA’s Executive Director to extend the contract one year to March 3, 2021 in the amount of \$3,997,717.   |
| <b>BACKGROUND:</b>       | <p>To successfully deliver the Capital Program at UTA, specialty services and additional manpower are needed at times to complete specific tasks and projects. These services include, but are not limited to, project management, construction inspection and oversight, right-of-way acquisition services, surveying, public involvement assistance, stray current identification, ridership and on-time modeling, vehicle overhaul assistance, project controls, design reviews, etc.</p> <p>The original contract with WSP was signed on March 3, 2014 to provide services for a 5-year period. The contract also reserves the option for three 1-year options following the original 5-year contract period. Last year, UTA opted to execute the first of the 1-year options which expires on March 3, 2020. Executing the second of the 1-year options would extend the WSP contract to March 3, 2021.</p> |
| <b>DISCUSSION:</b>       | The decision to extend WSP’s contract another year was determined by looking at their past performance, as well as where UTA was with several major projects that WSP is supporting us on – i.e. Ogden BRT, TIGER First Mile/Last Mile, and vehicle overhaul. By extending WSP’s contract, UTA will be able to continue the momentum in pursuing a Small Starts grant for the Ogden BRT project, fulfill the TIGER grant requirements, and continue developing our rail vehicle overhaul program. Extending WSP’s contract another year will allow all the functions within the Capital Projects, vehicle overhaul, systems, and other groups to continue without any breaks or gaps in production.  |
| <b>CONTRACT SUMMARY:</b> | Contractor Name: WSP USA, Inc.   |

|                       |  |   |
|-----------------------|--|---|
|                       | Contract Number: UT13-064GL  | Existing Contract Value: \$20,544,028             |
|                       | Base Contract Effective Dates: 03/03/2014 to 03/03/2020  | Extended Contract Dates: 03/03/2020 to 03/03/2021 |
|                       | Amendment Amount: \$3,997,717  | New/Total Amount Contract Value: \$24,541,745     |
|                       | Procurement Method:<br>Contract extension  | Funding Sources:<br>UTA Capital Budgets           |
| <b>ALTERNATIVES:</b>  | <ol style="list-style-type: none"> <li>1. Approve Change Order as recommended.</li> <li>2. Issue a Request for Proposal for a program management consultant. This process would take approximately 2 to 2.5 months. Depending on the consultant selected, there may be a knowledge gap as the new consultant would need to come up to speed on all the agency's projects WSP is now supporting us on.</li> </ol> |   |
| <b>FISCAL IMPACT:</b> | <p>The budget amendment amount is divided up among many UTA projects and groups where the program management services are provided. Each project manager and division manager have included these services into their project budgets which are included in the 5-yr capital budget plan. In addition, the Capital Department has included funds in their operating budget for special studies and support.</p>  |   |
| <b>ATTACHMENTS:</b>   | <ol style="list-style-type: none"> <li>1) Contract Extension/Change Order</li> <li>2) Program Management Services Budget 03/03/2020 - 03/03/2021 (spreadsheet)</li> <li>3) Chief Procurement Officer Determination Regarding Contract Duration</li> <li>4) Original Contract with Parsons Brinkerhoff, Inc.</li> </ol>   |   |



TITLE: One Year Contract Extension with 2020 Scope and Budget  
 PROJECT/CODE: MUL2014 - Multi Year Prof Services Contracts  
 TO: WSP USA, Inc.  
 ATTN: Arpit Talati

DATE: 2/12/2020  
 This is a change order to  
 CONTRACT No: UT13-064GL

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

2020 WSP USA Inc. PMSC projected scope, budget and second of three, one year contract renewals which will extend the contract to 3/3/2021. This change order will add scope and budget to the WSP Program Management Services contract for 2020 efforts associated with the following projects: Depot District, PTC, Stray Current, Vehicle Rehab, Airport Station, SGR Projects, Tiger Grant, Sandy Parking Structure, UVU Pedestrian Bridge, Ogden-WSU BRT, South Davis BRT, Bus including rehabilitation and maintenance, Rehabilitate switches and interlockings, Signal Pre-Emption, ROW preservation, Innovative Mobility, Planning and Other Small Project Support. This change order will increase the contract by \$3,997,717. Once the final 2019 expenditures are received, a change order will be processed for the difference of actual expense less the 2019 budget amount. Expenses are currently running under budget.

Direction or Authorization to Proceed (DAP) previously executed: YES \_\_\_ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO \_\_\_

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

| Current Change Order |             | Contract                                     |              | Schedule  |          |
|----------------------|-------------|--|--------------|---|----------|
| Lump Sum:            | \$3,997,717 | Original Contract Sum:                       | \$2,889,187  | Final Completion Date Prior to This Change:             | 3/3/2020 |
| Unit Cost:           | -           | Net Change by Previously Authorized Changes: | \$17,654,841 | Contract Time Change This Change Order (Calendar Days): | 365      |
| Cost Plus:           | -           | Previous Project Total:                      | \$20,544,028 | Final Completion Date as of This Change Order:          | 3/3/2021 |
| Total:               | \$3,997,717 | Net Change This Change Order:                | \$3,997,717  |   |          |
|                      |             | Current Project Total:                       | \$24,541,745 |   |          |

ACCEPTED:

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

Arpit Talati  
 WSP USA, Inc.

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Grey Turner  
 Project Manager <\$10,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Grey Turner  
 Acting Director of Capital Projects <\$50,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Mary DeLoretto  
 Acting Chief Service Dev Officer <\$100,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Vicki Woodward  
 Procurement

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Michael Bell  
 Legal Review

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Carolyn M. Gonot  
 Executive Director >\$100,000



Change Order Summary Worksheet  
Previously Authorized Changes

|          |               |
|----------|---------------|
| Contract | UT13-064GL PB |
|----------|---------------|

| Change Order No   | Date       | Amount of CO  | Running Contract Total | Subject   |
|-------------------|------------|---------------|------------------------|---|
| Original Contract |            |               | \$2,889,187            |   |
| 1                 | 11/21/2014 | \$2,288,471   | \$5,177,658            | 2015 Contract Extension                                   |
| 2                 | 3/20/2015  | (\$383,054)   | \$4,794,604            | Deductive Change Order for 2014 remaining contract amount |
| 3                 | 12/18/2015 | \$4,297,976   | \$9,092,580            | 2016 Contract Extension                                   |
| 4                 | 3/18/2016  | (\$128,577)   | \$8,964,003            | Deductive Change Order for 2015 Remaining Contract Amount |
| 5                 | 12/16/2016 | \$4,415,361   | \$13,379,364           | 2017 Contract Extension                                   |
| 6                 | 4/21/2017  | (\$973,056)   | \$12,406,308           | Deductive Change Order for 2016 Remaining Contract Amount |
| 7                 | 12/15/2017 | \$4,711,673   | \$17,117,981           | Year Five Contract Scope and Budget for 2018              |
| 8                 | 2/16/2018  | (\$173,983)   | \$16,943,998           | Deductive Change Order for 2017 Remaining Contract Amount |
| 9                 | 12/21/2018 | \$3,999,316   | \$20,943,314           | One Year Contract Extension with 2019 Scope and Budget    |
| 10                | 3/15/2019  | (\$399,286)   | \$20,544,028           | Deductive Change Order for 2018 Remaining Contract Amount |
| Total to Date     |            | \$ 17,654,841 |                        |   |

**Program Management Services Consultant UT13-064GL**

**Budget**

**1/04/2020 - 1/1/2021**

11/12/2019

| Billing Period # | Billing Period                   | Project Manager | PM support (Airport, FM/LM, Other BRT) | PM support (Airport, FM/LM, Other BRT) | Construction Oversight | Construction Oversight | Vehicle Engineer (LRT) | Vehicle Engineer (CR) | Systems Engineer | Systems Specialist | ROW Specialist | ROW Specialist | Planning Support | Engineering Review Support | Small Project Support | Other Technical Specialist | WSP Contract Administrator, Admin | FTE's | TOTAL        |
|------------------|----------------------------------|-----------------|--|--|------------------------|------------------------|------------------------|-----------------------|------------------|--------------------|----------------|----------------|------------------|----------------------------|-----------------------|----------------------------|-----------------------------------|-------|--------------|
| <b>Year 2020</b> |                                  |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                                   |       |              |
| 1                | January                          | 100%            | 50%                                    | 75%                                    | 50%                    | 25%                    | 35%                    | 100%                  | 50%              | 50%                | 20%            | 50%            | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.10  | \$ 210,302   |
| 2                | February                         | 100%            | 50%                                    | 75%                                    | 50%                    | 25%                    | 35%                    | 100%                  | 50%              | 50%                | 20%            | 50%            | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.10  | \$ 210,302   |
| 3                | March                            | 100%            | 50%                                    | 75%                                    | 50%                    | 50%                    | 35%                    | 100%                  | 50%              | 50%                | 20%            | 50%            | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.35  | \$ 215,403   |
| 4                | April                            | 100%            | 50%                                    | 75%                                    | 100%                   | 50%                    | 35%                    | 100%                  | 50%              | 50%                |                | 50%            | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.65  | \$ 223,400   |
| 5                | May                              | 100%            | 50%                                    | 75%                                    | 100%                   | 50%                    | 35%                    | 100%                  | 50%              | 50%                | 5%             | 50%            | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.70  | \$ 224,761   |
| 6                | June                             | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 10%            |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.75  | \$ 236,324   |
| 7                | July                             | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 20%            |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.85  | \$ 239,046   |
| 8                | August                           | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 25%            |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.90  | \$ 240,408   |
| 9                | September                        | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 25%            |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.90  | \$ 240,408   |
| 10               | October                          | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 20%            |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.85  | \$ 239,046   |
| 11               | November                         | 100%            | 50%                                    | 75%                                    | 100%                   | 100%                   | 35%                    | 100%                  | 50%              | 50%                | 5%             |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.70  | \$ 234,963   |
| 12               | December                         | 100%            | 50%                                    | 75%                                    | 100%                   | 75%                    | 35%                    | 100%                  | 50%              | 50%                |                |                | 5%               | 40%                        | 10%                   | 100%                       | 50%                               | 8.40  | \$ 228,501   |
|                  |                                  |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                                   |       |              |
|                  | Labor Expense                    | \$ 154,927      | \$ 53,372                              | \$ 104,124                             | \$ 125,894             | \$ 79,623              | \$ 62,028              | \$ 87,305             | \$ 54,661        | \$ 90,335          | \$ 17,741      | \$ 15,891      | \$ 5,904         | \$ 47,232                  | \$ 9,840              | \$ 186,960                 | \$ 34,440                         |       | \$ 1,130,277 |
|                  | Overhead Rate                    | 102.0%          | 135.0%                                 | 135.0%                                 | 102.0%                 | 102.0%                 | 135.0%                 | 102.0%                | 135.0%           | 135.0%             | 135.0%         | 135.0%         | 135.0%           | 135.0%                     | 135.0%                | 135.0%                     | 135.0%                            |       |              |
|                  | Overhead Expense                 | \$ 158,025      | \$ 72,052                              | \$ 140,567                             | \$ 128,412             | \$ 81,215              | \$ 83,738              | \$ 89,051             | \$ 73,793        | \$ 121,952         | \$ 23,950      | \$ 21,453      | \$ 7,970         | \$ 63,763                  | \$ 13,284             | \$ 252,396                 | \$ 46,494                         |       | \$ 1,378,117 |
|                  | Fee 11%                          | \$ 34,425       | \$ 13,797                              | \$ 26,916                              | \$ 27,974              | \$ 17,692              | \$ 16,034              | \$ 19,399             | \$ 14,130        | \$ 23,352          | \$ 4,586       | \$ 4,108       | \$ 1,526         | \$ 12,209                  | \$ 2,544              | \$ 48,329                  | \$ 8,903                          |       | \$ 275,923   |
|                  | Total Cost of Labor+Overhead+Fee | \$ 347,377      | \$ 139,221                             | \$ 271,607                             | \$ 282,280             | \$ 178,530             | \$ 161,801             | \$ 195,754            | \$ 142,584       | \$ 235,639         | \$ 46,277      | \$ 41,452      | \$ 15,401        | \$ 123,205                 | \$ 25,668             | \$ 487,685                 | \$ 89,837                         |       | \$ 2,784,317 |
|                  | Field Overhead (project office)  | X               |  |  | X                      | X                      |                        | X                     |                  |                    |                |                |                  |                            |                       |                            |                                   |       |              |
|                  | General Service Office Overhead  |                 | X                                      | X                                      |                        |                        | X                      |                       | X                | X                  | X              | X              | X                | X                          | X                     | X                          | X                                 |       |              |
|                  | Direct Expense                   | \$ 20,000       | \$ 1,000                               | \$ 1,000                               | \$ 2,000               | \$ 1,000               | \$ 5,000               | \$ 5,000              | \$ 2,000         | \$ 3,000           | \$ 500         | \$ 500         | \$ 500           | \$ 1,000                   | \$ 500                | \$ 15,000                  | \$ 1,000                          |       | \$ 59,000    |

FAR Field OH Rate 102.0%  
 FAR GSO OH Rate 135.0%

Hours/Period  
 2080 HR/YR - 120 HR vacation = 1960 HR/12 periods

**Subconsultants (4% markup)**

|                                |            |                     |
|--------------------------------|------------|---------------------|
| PineTop                        | \$ 50,000  | \$ 52,000           |
| W.A. Knowles                   | \$ 50,000  | \$ 52,000           |
| Infinity Corrosion             | \$ 150,000 | \$ 156,000          |
| Redcon                         | \$ 50,000  | \$ 52,000           |
| Johnson Construction           | \$ 130,000 | \$ 135,200          |
| Padgett Properties             | \$ 130,000 | \$ 135,200          |
| Facilities Design Group (Hans) | \$ 200,000 | \$ 208,000          |
| Krebs Corp                     | \$ 300,000 | \$ 312,000          |
| Unallocated                    | \$ 50,000  | \$ 52,000           |
| <b>Subtotal Subconsultants</b> |            | <b>\$ 1,154,400</b> |

Billing Per Period (12 periods) = \$ 333,143

**Total 2020 Contract Budget \$ 3,997,717**

| Project                    | Project Number | Project Manager | PM support (Airport, FM/LM, Other BRT) | PM support (Airport, FM/LM, Other BRT) | Construction Oversight | Construction Oversight | Vehicle Engineer (LRT) | Vehicle Engineer (CR) | Systems Engineer | Systems Specialist | ROW Specialist | ROW Specialist | Planning Support | Engineering Review Support | Small Project Support | Other Technical Specialist | WSP Contract Administrator | Direct Expenses | PineTop | Knowles | Infinity | Redcon | Johnson Construction | Padgett Properties | FDG | Krebs | Unallocated |
|----------------------------|----------------|-----------------|--|--|------------------------|------------------------|------------------------|-----------------------|------------------|--------------------|----------------|----------------|------------------|----------------------------|-----------------------|----------------------------|----------------------------|-----------------|---------|---------|----------|--------|----------------------|--------------------|-----|-------|-------------|
| Airport Design             | MSP124         |                 |  |  |                        |                        |                        | 20%                   | 30%              |                    |                |                |                  |                            |                       | 10%                        |                            | 5%              |         |         |          |        |                      |                    |     |       |             |
| Airport Station            | MSP124         |                 |  | 25%                                    |                        |                        |                        |                       |                  |                    |                |                |                  | 20%                        |                       | 5%                         |                            |                 |         |         |          |        |                      |                    |     | 5%    |             |
| BR Rehab/Maintenance       | SGR359         |                 |  |  |                        | 10%                    |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         |          |        |                      |                    |     |       |             |
| CAP DEV                    | 6800           | 5%              |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Cap Dev Future FR          | 6800           | 5%              |  |  |                        |                        |                        |                       |                  |                    |                |                | 50%              |                            |                       | 2%                         |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Depot District             | MSP102         |                 |  | 25%                                    | 10%                    | 10%                    |                        |                       |                  |                    |                |                |                  | 10%                        |                       | 5%                         |                            | 5%              |         |         |          | 5%     |                      |                    | 10% | 5%    |             |
| Innovative Mobility        | 6650           |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       | 20%                        |                            | 5%              |         |         |          |        |                      |                    |     |       |             |
| MOW OCS                    | 4400           |                 |  |  |                        |                        |                        |                       |                  | 2%                 |                |                |                  |                            |                       | 1%                         |                            | 2%              |         |         |          |        |                      |                    |     |       |             |
| MOW Signal                 | 4400           |                 |  |  |                        |                        |                        |                       |                  | 2%                 |                |                |                  |                            |                       | 1%                         |                            | 2%              |         |         |          |        |                      |                    |     |       |             |
| MOW Systems                | 4400           |                 |  |  |                        |                        |                        |                       |                  | 2%                 |                |                |                  |                            |                       | 1%                         |                            | 2%              |         |         |          |        |                      |                    |     |       |             |
| North Temple EOL           | FAC            |                 |  |  |                        | 5%                     |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         |          |        |                      |                    |     |       |             |
| North UT CO Dbl Trk        | MSP            | 5%              |  |  | 10%                    |                        |                        | 10%                   |                  |                    |                |                |                  |                            |                       | 5%                         |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Ogden BRT                  | MSP185         | 70%             |  |  | 20%                    |                        |                        |                       |                  |                    | 60%            |                |                  |                            |                       | 5%                         | 20%                        | 10%             | 50%     | 80%     |          |        | 95%                  | 60%                | 50% | 65%   |             |
| Positive Train Control     | MSP122         |                 |  |  |                        | 10%                    |                        | 15%                   | 15%              |                    |                |                |                  |                            |                       | 2%                         |                            | 5%              | 5%      |         |          |        |                      |                    |     |       |             |
| Prop 1 Davis               | MSP156         |                 | 2.5%                                   | 2.5%                                   |                        | 10%                    |                        |                       |                  |                    |                |                |                  |                            | 30%                   |                            |                            | 2%              |         |         |          | 35%    |                      |                    |     |       |             |
| Prop 1 Tooele              | MSP173         |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       | 1%                         |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Prop 1 Weber               | MSP155         |                 | 2.5%                                   | 2.5%                                   |                        | 10%                    |                        |                       |                  |                    |                |                |                  |                            | 10%                   |                            |                            |                 |         |         |          | 10%    |                      |                    |     |       |             |
| Provo/Orem BRT             | MSP096         | 5%              |  |  | 5%                     |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            | 5%                         |                 | 5%      |         |          |        |                      | 15%                | 10% |       |             |
| ROW Preservation Box Elder | MSP140         |                 |  |  |                        |                        |                        |                       |                  |                    | 40%            | 80%            |                  |                            |                       |                            |                            | 2%              |         |         |          |        |                      | 25%                |     |       |             |
| ROW Preservation SW SLCo   | MSP 209        |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            | 2%              |         |         |          |        |                      |                    |     |       |             |
| ROW Preservation Weber     | MSP 193        |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Signal Pre-Emption         | MSP198         |                 |  |  |                        |                        |                        | 25%                   |                  |                    |                |                |                  |                            |                       | 5%                         |                            | 8%              | 5%      |         |          |        |                      |                    |     |       |             |
| South Davis BRT            | MSP202         | 2%              |  |  |                        |                        |                        |                       |                  |                    |                |                | 20%              |                            |                       | 1%                         |                            |                 | 10%     |         |          |        |                      |                    |     |       |             |
| Stray Current              | SGR047         |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         | 95%      |        |                      |                    |     |       |             |
| Tiger Grant                | MSP205         |                 | 90%                                    | 20%                                    |                        | 25%                    |                        |                       |                  |                    |                |                |                  | 10%                        |                       | 10%                        | 40%                        | 5%              |         |         |          | 5%     |                      |                    | 30% | 20%   |             |
| Tiger Midvale Signal       | MSP205         |                 |  |  |                        |                        |                        | 20%                   |                  |                    |                |                |                  | 5%                         |                       |                            |                            |                 | 2%      |         |          |        |                      |                    |     |       |             |
| TPSS Overhaul              | SGR397         |                 |  |  |                        |                        |                        |                       |                  | 5%                 |                |                |                  |                            |                       |                            |                            | 3%              |         |         |          |        |                      |                    |     |       |             |
| U of U EOL                 | FAC            |                 |  |  |                        | 5%                     |                        |                       |                  |                    |                |                |                  |                            |                       |                            |                            |                 |         |         |          |        |                      |                    |     |       |             |
| UDOT I-15 Widening 7200 S  | MSP190         |                 |  |  | 5%                     |                        |                        |                       |                  |                    |                |                |                  | 10%                        |                       | 5%                         |                            |                 |         |         |          |        |                      |                    |     |       |             |
| UVU Ped Bridge             | MSP206         |                 |  |  |                        |                        |                        |                       |                  |                    |                |                |                  |                            |                       | 2%                         |                            |                 |         |         |          |        |                      |                    |     |       |             |
| Vehicles                   | REV224         |                 |  |  |                        |                        | 95%                    | 95%                   |                  |                    |                |                |                  |                            |                       | 8%                         |                            | 15%             |         |         |          |        |                      |                    |     |       |             |
| Unallocated                |                | 8%              | 5.0%                                   | 25%                                    | 50%                    | 15%                    | 5%                     | 5%                    | 10%              | 44%                |                | 10%            | 30%              | 45%                        | 60%                   | 11%                        | 35%                        | 27%             | 33%     | 10%     | 5%       | 45%    | 5%                   |                    | 5%  | 100%  |             |

Total  
Individual Budget 2020

|           |           |           |           |           |           |           |           |           |          |          |          |           |          |           |          |          |          |          |           |          |           |           |           |           |          |        |        |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|-----------|----------|-----------|----------|----------|----------|----------|-----------|----------|-----------|-----------|-----------|-----------|----------|--------|--------|
| 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%   | 100.0%   | 100.0%   | 100.0%    | 100.0%   | 100.0%    | 100.0%   | 100.0%   | 100.0%   | 100.0%   | 100.0%    | 100.0%   | 100.0%    | 100.0%    | 100.0%    | 100.0%    | 100.0%   | 100.0% | 100.0% |
| \$347,377 | \$139,221 | \$271,607 | \$282,280 | \$178,530 | \$161,801 | \$195,754 | \$142,584 | \$235,639 | \$46,277 | \$41,452 | \$15,401 | \$123,205 | \$25,668 | \$487,685 | \$89,837 | \$59,000 | \$52,000 | \$52,000 | \$156,000 | \$52,000 | \$135,200 | \$135,200 | \$208,000 | \$312,000 | \$52,000 |        |        |

\$3,997,717



| Project                    | Project Number | Project Manager | PM support (Airport, FM/LM, Other BRT) | PM support (Airport, FM/LM, Other BRT) | Construction Oversight | Construction Oversight | Vehicle Engineer (LRT) | Vehicle Engineer (CR) | Systems Engineer | Systems Specialist | ROW Specialist | ROW Specialist | Planning Support | Engineering Review Support | Small Project Support | Other Technical Specialist | WSP Contract Administrator | Direct Expenses | PineTop  | Knowles  | Infinity  | Redcon   | Johnson Construction | Padgett Properties | FDG       | Krebs     | Unallocated | Project Total |
|----------------------------|----------------|-----------------|--|--|------------------------|------------------------|------------------------|-----------------------|------------------|--------------------|----------------|----------------|------------------|----------------------------|-----------------------|----------------------------|----------------------------|-----------------|----------|----------|-----------|----------|----------------------|--------------------|-----------|-----------|-------------|---------------|
| Airport Design             | MSP124         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$28,517         | \$70,692           | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$48,769                   | \$0                        | \$2,950         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$150,927     |
| Airport Station            | MSP124         | \$0             | \$0                                    | \$67,902                               | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$24,641                   | \$0                   | \$24,384                   | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$15,600  | \$0         | \$132,527     |
| BR Rehab/Maintenance       | SGR359         | \$0             | \$0                                    | \$0                                    | \$0                    | \$17,853               | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$17,853      |
| CAP DEV                    | 6800           | \$17,369        | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$17,369      |
| Cap Dev Future FR          | 6800           | \$17,369        | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$7,700          | \$0                        | \$0                   | \$9,754                    | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$34,823      |
| Depot District             | MSP102         | \$0             | \$0                                    | \$67,902                               | \$28,228               | \$17,853               | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$12,320                   | \$0                   | \$24,384                   | \$0                        | \$2,950         | \$0      | \$0      | \$0       | \$2,600  | \$0                  | \$0                | \$20,800  | \$15,600  | \$0         | \$192,638     |
| Innovative Mobility        | 6650           | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$97,537                   | \$0                        | \$2,950         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$100,487     |
| MOW OCS                    | 4400           | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$4,713            | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$4,877                    | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$10,770      |
| MOW Signal                 | 4400           | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$4,713            | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$4,877                    | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$10,770      |
| MOW Systems                | 4400           | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$4,713            | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$4,877                    | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$10,770      |
| North Temple EOL           | FAC            | \$0             | \$0                                    | \$0                                    | \$0                    | \$8,926                | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$8,926       |
| North UT CO Dbl Trk        | MSP            | \$17,369        | \$0                                    | \$0                                    | \$28,228               | \$0                    | \$0                    | \$0                   | \$14,258         | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$24,384                   | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$84,240      |
| Ogden BRT                  | MSP185         | \$243,164       | \$0                                    | \$0                                    | \$56,456               | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$27,766       | \$0            | \$0              | \$0                        | \$0                   | \$24,384                   | \$17,967                   | \$5,900         | \$26,000 | \$41,600 | \$0       | \$0      | \$128,440            | \$81,120           | \$104,000 | \$202,800 | \$0         | \$959,598     |
| Positive Train Control     | MSP122         | \$0             | \$0                                    | \$0                                    | \$0                    | \$17,853               | \$0                    | \$0                   | \$21,388         | \$35,346           | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$9,754                    | \$0                        | \$2,950         | \$2,600  | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$89,890      |
| Prop 1 Davis               | MSP156         | \$0             | \$3,481                                | \$6,790                                | \$0                    | \$17,853               | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$7,700               | \$0                        | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$18,200 | \$0                  | \$0                | \$0       | \$0       | \$0         | \$55,204      |
| Prop 1 Tooele              | MSP173         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$4,877                    | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$4,877       |
| Prop 1 Weber               | MSP155         | \$0             | \$3,481                                | \$6,790                                | \$0                    | \$17,853               | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$2,567               | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$5,200  | \$0                  | \$0                | \$0       | \$0       | \$0         | \$35,890      |
| Provo/Orem BRT             | MSP096         | \$17,369        | \$0                                    | \$0                                    | \$14,114               | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$4,492                    | \$0             | \$2,600  | \$0      | \$0       | \$0      | \$0                  | \$20,280           | \$20,800  | \$0       | \$0         | \$79,655      |
| ROW Preservation Box Elder | MSP140         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$18,511       | \$33,162       | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$33,800           | \$0       | \$0       | \$0         | \$86,653      |
| ROW Preservation SW SLCo   | MSP 209        | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$2,073        | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$1,180         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$3,253       |
| ROW Preservation Weber     | MSP 193        | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$2,073        | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$2,073       |
| Signal Pre-Emption         | MSP198         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$35,646         | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$24,384                   | \$0                        | \$4,720         | \$2,600  | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$67,350      |
| South Davis BRT            | MSP202         | \$6,948         | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$3,080          | \$0                        | \$0                   | \$4,877                    | \$0                        | \$0             | \$0      | \$5,200  | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$20,104      |
| Stray Current              | SGR047         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$148,200 | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$148,200     |
| Tiger Grant                | MSP205         | \$0             | \$125,299                              | \$54,321                               | \$0                    | \$44,632               | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$12,320                   | \$0                   | \$48,769                   | \$35,935                   | \$2,950         | \$0      | \$0      | \$0       | \$2,600  | \$0                  | \$0                | \$62,400  | \$62,400  | \$0         | \$451,626     |
| Tiger Midvale Signal       | MSP205         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$28,517         | \$0                | \$0            | \$0            | \$0              | \$6,160                    | \$0                   | \$0                        | \$0                        | \$0             | \$1,040  | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$35,717      |
| TPSS Overhaul              | SGR397         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$11,782           | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$1,770         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$13,552      |
| U of U EOL                 | FAC            | \$0             | \$0                                    | \$0                                    | \$0                    | \$8,926                | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$0                        | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$8,926       |
| UDOT I-15 Widening 7200 S  | MSP190         | \$0             | \$0                                    | \$0                                    | \$14,114               | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$12,320                   | \$0                   | \$24,384                   | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$50,819      |
| UVU Ped Bridge             | MSP206         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$0                    | \$0                   | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$9,754                    | \$0                        | \$0             | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$9,754       |
| Vehicles                   | REV224         | \$0             | \$0                                    | \$0                                    | \$0                    | \$0                    | \$153,711              | \$185,967             | \$0              | \$0                | \$0            | \$0            | \$0              | \$0                        | \$0                   | \$39,015                   | \$0                        | \$8,850         | \$0      | \$0      | \$0       | \$0      | \$0                  | \$0                | \$0       | \$0       | \$0         | \$387,543     |
| Unallocated                |                | \$27,790        | \$6,961                                | \$67,902                               | \$141,140              | \$26,779               | \$8,090                | \$9,788               | \$14,258         | \$103,681          | \$0            | \$4,145        | \$4,620          | \$55,442                   | \$15,401              | \$53,645                   | \$31,443                   | \$15,930        | \$17,160 | \$5,200  | \$7,800   | \$23,400 | \$6,760              | \$0                | \$0       | \$15,600  | \$52,000    | \$714,936     |

\$3,997,717

**Chief Procurement Officer Determination**  
**Regarding**  
**Contract Duration**

Per the requirements of Utah Code Annotated 63G-6a-1204 (7), I hereby determine that it is necessary to extend or renew the below described contract for a period in excess of five (5) years due to the reasons provided below:

Contract Number: UT13-064GL

Date Originally Awarded: 03/03/2014

Prior extensions or renewals: (if any)

Option #1: 03/03/2019 – 03/03/2020

Duration of desired extension or renewal:

Option #2: 03/03/2020 – 03/03/2021

Justification: (check applicable sentence)

1. A longer period is necessary in order to obtain the procurement item; or
2. A longer period is customary for the industry standard, or
3. A longer period is in the best interest of the procurement unit.



UTA Chief Procurement Officer or designee

01/27/2020

Date

**CONTRACT NO. UT13-064GL**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
UTAH TRANSIT AUTHORITY  
AND  
PARSONS BRINCKERHOFF, INC.**

This Professional Services Contract ("Contract") entered into effective the 3<sup>rd</sup> day of March, 2014 by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah, hereinafter referred to as "Authority", and **PARSONS BRINCKERHOFF, INC.**, a New York corporation having an office located at 488 East Winchester Street, Suite 400, Murray, UT 84098, hereinafter referred to as "Consultant."

**WITNESSETH:**

WHEREAS, the Authority desires to hire professional services for a Program Management Services Consultant; and

WHEREAS, on, December 19, 2014, UTA issued Request For Qualifications (RFQ) Package Number UT-13-064GL("RFQ") encouraging interested parties to submit proposals to perform the Work described in the RFQ; and

WHEREAS, upon the Authority's evaluation of the proposals in response to the RFQ by responsive, responsible firms, the Authority did select Consultant as the preferred entity to negotiate a contract to perform the Work; and

WHEREAS, Consultant is qualified and willing to perform the Work set forth in the Scope of Services attached as Exhibit A (the "Work");

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

**ARTICLE 1.0  
Definitions**

As used throughout this Contract, the following terms shall have the meaning set forth:

- 1.1 The Term "UTA's Project Manager" shall mean Grey Turner, or his/her successor as appointed or designated in writing by UTA.
- 1.2 The Term "UTA's Principle-In-Charge" shall mean W. Steve Meyer, or his/her successor as appointed or designated in writing by UTA.
- 1.3 The term "Change Order" shall mean written modification to the Contract, the form of which shall

be prescribed by UTA, by which the parties shall mutually agree and execute any addition, deletion, or variation in the Work covered by the Contract as described in the Scope of Services, including, but not limited to, any increase or decrease in the monies to be paid under this Contract, any change in the deliverables, any material change in the method, manner or scope of the work.

- 1.4 The term "**Scope of Services**" shall mean the services described in **Exhibit "A"** attached hereto and incorporated herein.
- 1.5 The term "Work" shall mean the undertaking and completion of the services described in the Scope of Services, or as may be amended in writing by the parties hereto.
- 1.6 The term "Consultant's Principal-In-Charge" shall mean Ron Clegg or his/her successor as appointed or designated in writing by the Consultant.
- 1.7 The term "Consultant's Project Manager" means Kevin Cox, or his/her successor as appointed or designated in writing by the Consultant.
- 1.8 The term "**Work Scope Budget**" means the budget for the Work, a copy of which is attached as **Exhibit "B"** and incorporated herein.

## **ARTICLE 2.0**

### **Description of Services**

- 2.1 Consultant shall provide all the necessary labor, material, and incidentals to perform the Work as described in the Scope of Services.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work for UTA.
- 2.4 UTA's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Consultant hereunder until the completion or termination of this Contract.
- 2.5 Consultant's Project Manager will also be the day-to-day contact person for Consultant, working under the supervision of the UTA's Project Manager, and will be responsible for coordination of the Work.
- 2.6 UTA's Project Manager will represent UTA and be responsible to see that the Work is completed on time, and shall act as the liaison between UTA and the Consultant.
- 2.7 No activity that materially changes this Contract, including but not limited to the Scope of

Services, any schedule of performance, any deliverables, and/or any other attachments/exhibits, shall be implemented without a written "Change Order" issued by UTA. Any costs incurred by Consultant without proper contractual authorization through a written "Change Order" shall be considered non-reimbursable costs.

- 2.8 At the sole discretion of UTA, and subject to the written approval of the Consultant, UTA may amend the Scope of Services to provide that Consultant perform certain professional services for the Project which are not currently defined in the Scope of Services.

### **ARTICLE 3.0**

#### **Period of Service**

- 3.1 The effective date of this Contract is the date on which it becomes fully executed. The Contract shall expire when the Work is completed, as determined by UTA, but no later than March 3, 2019. The contract may be extended if the Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

### **ARTICLE 4.0**

#### **Consideration**

- 4.1 For the performance of the Work, UTA shall reimburse the Consultant per Exhibit "B" attached, on no more often than a monthly basis, for all costs, charges, and expenses (including any applicable subcontracting costs) incurred by Consultant in the performance of the Work. Consultant shall submit invoices to the UTA's Project Manager, including all required back up documents, in such detail as to substantiate the appropriateness of the invoice submitted as further described in ARTICLE 7 below of this Contract.
- 4.2 Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the amount obligated under this Contract nor shall UTA be obligated to reimburse Consultant for costs or make payments which would cause the total compensation paid to Consultant to exceed the amount obligated under this Contract unless and until UTA shall have notified Consultant by written instrument designated or indicated to be a Change Order that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

### **ARTICLE 5.0**

#### **Reporting Requirements**

- 5.1 It is agreed that the Consultant shall deliver progress reports and other deliverables as specified in Exhibit "A".

**ARTICLE 6.0**  
**Contract Changes**

- 6.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the contract, including but not necessarily limited to, changes:
- A. In the Scope of Services identified in Exhibit A,
  - B. In the method or manner of performance of the Work; or
  - C. In directing acceleration or deceleration in the performance of the Work.
- 6.2 Any other written or oral order from UTA's Project Manager, or designee, that causes a material and substantial change in the Work shall be treated as a Change Order under this article only if the Consultant gives UTA's Project Manager or designee written notice stating (1) the date, circumstances, and source of the change in Work and (2) that the Consultant regards the change in Work as a Change Order. The Consultant must assert its right to an adjustment under this article within thirty (30) days after receipt of an order materially and substantially changing the Work.
- 6.3 If any Change Order under this article causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the Work under this contract, UTA's Project Manager or designee shall make an equitable adjustment to compensate the Consultant for the additional costs or time, and modify the Contract in writing.

**ARTICLE 7.0**  
**Invoicing Procedures and Records**

- 7.1 At the end of each month the Consultant shall submit invoices to UTA's Project Manager for processing and payment in the form specified by UTA. The amount invoiced shall cover time and materials incurred by Consultant in performance of this Contract during the preceding accounting period. Supporting documentation for all costs contained in the invoice will be submitted with each invoice. UTA shall have the right to disapprove specific elements of each invoice. UTA shall provide, in writing, such disapproval to the Consultant within ten (10) working days of invoice submittal. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing within ten (10) working days after receipt shall be provided to Consultant within thirty (30) calendar days of invoice submittal.
- 7.2 The Consultant shall maintain a time sheet showing standard payroll rates, and other cost

documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of UTA, written data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all subcontractors at any tier utilized in the performance of this Work.

## **ARTICLE 8.0 Ownership of Materials**

- 8.1 All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by the Consultant as a part of its Work under this Contract, hereinafter referred to as data and materials, (with the exception of any intellectual property contained therein that is owned or created by Consultant prior to the effective date of this Contract) are the property of UTA and upon completion of this Contract, or upon the termination or cancellation of this Contract, shall be delivered to UTA prior to final payment. All other materials provided to Consultant by UTA to perform this Contract shall be retained by UTA at completion, termination, or cancellation. UTA may reuse or alter any of Consultant's Work, data and materials. In the event UTA chooses to reuse or alter any of the Consultant's work, UTA will hold the Consultant harmless from any liability or damages resulting from UTA's alteration of Consultant Work.

## **ARTICLE 9.0 Subcontracts**

- 9.1 The Consultant shall give advance written notification to UTA of any proposed consulting agreement or subcontract negotiated in participation of this Contract. UTA shall have the right to approve all subcontract agreements and consulting agreements, including any change or amendments to any subcontract or consulting agreement.
- 9.2 No change, removal or substitution shall be made in any of the contracted subconsultants without the prior written approval of UTA.
- 9.3 UTA shall have no liability to any subcontractor for payment for services under this Contract or other Work performed for Consultant by any subcontractor. For any subcontract entered into by Consultant under this Contract, Consultant shall be solely responsible for making payments to the subcontractor, and such payment to said subcontractor(s) shall be made to said subcontractors within thirty (30) days after Consultant has received payment from UTA for the applicable Work performed. Notwithstanding the foregoing, if UTA directs the work of any of Consultant's subcontractors, UTA waives, releases, and will indemnify Consultant for any claim against Consultant for any claims arising out of the work performed by the subcontractors pursuant to such direction.
- 9.4 The Consultant shall be responsible for and direct all Work performed by subcontractors as

set forth in the Scope of Services. UTA shall not be responsible for or direct any subcontractor to perform services, which have not been previously authorized in that subcontractor's subcontract. Neither Consultant nor UTA shall have any liability to subcontractors for Work performed by subcontractors which has not been previously authorized by Consultant.

- 9.5 The Consultant agrees that no subcontract Work performed under this Contract shall provide for payment on a cost-plus-percentage-of-cost basis. The Consultant further agrees that all subcontract agreements shall comply with all applicable laws.
- 9.6 No subcontract shall provide for further subcontracting of the Work to a lower tier unless the written approval of UTA is first obtained in writing. Any such additional subcontractors shall meet all of the requirements set forth in this Contract for subcontracts and, in addition, shall include such other provisions as UTA, at its discretion, shall deem appropriate.

**ARTICLE 10.0**  
**Key Personnel**

- 10.1 Consultant shall provide the personnel as indicated in Consultants "Work Scope Budget" attached hereto as Exhibit "B", and shall not change any of said personnel without the express written consent of UTA.
- 10.2 Consultant shall assign such further professional and technical personnel as required to perform the Work.

**ARTICLE 11.0**  
**Suspension of Work**

- 11.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, the Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 11.2 If a Suspension of Work Order issued under this article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 11.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the "Suspension of Work Order" shall be considered in negotiating the termination settlement.
- 11.4 If the Suspension of Work causes an increase Consultant's cost to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate the Consultant for



the additional costs or time, and modify the Contract in writing.

## **ARTICLE 12.0**

### **Termination**

- 12.1 UTA shall have the right to terminate this contract at any time by giving at least thirty (30) day's advance written notice to Consultant. If the Contract is terminated for any reason other than a default by Consultant, UTA shall pay to Consultant in accordance with the final terms and conditions of the Contract all sums actually due and owing from UTA for all services performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to effect such suspension or termination.
- 12.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) business days after receipt of written notice from UTA identifying the breach and requesting a cure, in that event, UTA may terminate this Contract for default.
- 12.3 If the Contract is terminated for default, UTA shall remit final payment to Consultant in an amount to cover all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination, less the costs incurred by UTA as a result of the default.
- 12.4 If UTA terminates this Contract, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination. Consultant services required after termination shall be billed to UTA at the rate and in the manner specified prior to termination. This Article 12 survives the termination of this Contract.

## **ARTICLE 13.0**

### **Information, Records, and Reports**

- 13.1 To the extent applicable, Consultant shall provide all information and reports required by Federal regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by UTA or FTA.
- 13.2 Consultant shall maintain invoicing and cost information for the duration specified in Article 7.
- 13.3 Consultant shall store all work products, data, and materials for a period not less than three (3) years following the completion of the Project.

## **ARTICLE 14.0**

## **Findings Confidential**

- 14.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential, and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 14.2 It is hereby agreed that the following information is not considered to be confidential under this Contract:
- a) Information already in the public domain;
  - b) Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  - c) Information developed by or in the custody of Consultant before entering into this Contract;
  - d) Information developed by Consultant through its work with other clients; and
  - e) Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

## **ARTICLE 15.0**

### **Indemnification and Insurance**

- 15.1 The Consultant shall protect, release, defend, indemnify, and hold harmless UTA from and against any and all claims, liability, demands, costs and expenses, and liens of subconsultants, to the extent of Consultant's negligent work performed hereunder, except to the extent caused by the negligent acts or omissions of UTA.
- 15.2 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and UTA acknowledges that Consultant does not act in the capacity nor assume the status of, a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or any other similar federal, state, or local law, regulation, or ordinance. UTA acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may already exist at any site that may be the subject matter of any Work performed hereunder.
- 15.3 For the duration of this Contract, Consultant shall maintain at its own expense, and provide

proof of said insurance to UTA, the following types of insurance:

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

|   |             |
|---|-------------|
| General Aggregate                         | \$5,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury           | \$1,000,000 |
| Each Occurrence                           | \$2,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$2,000,000 |
|-----------------------------|-------------|

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including

automobiles owned, leased, hired or borrowed by the Contractor".

**3. Worker's Compensation and Employers' Liability**

|                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, and when such contractor or subcontractor executes the appropriate waiver form.

**4. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

|                  |             |
|------------------|-------------|
| Each Claim       | \$2,000,000 |
| Annual Aggregate | \$2,000,000 |

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII.

The Utah Transit Authority in no way warrants that the above- required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Utah Transit Authority Agency Representative's Name and Address)**. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to review complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured under its policies or Contractor shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above. Notwithstanding the foregoing, Contractor may use its discretion in allowing lower limits of insurance from its subcontractors who do not carry the limits stated herein; furthermore, those subcontractors who do not have professional liability, workers compensation, or employer's liability insurance given their scope of work or lack of employees, are not required to maintain those types of insurance.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

15.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

15.5 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## ARTICLE 16.0

### Independent Contractor

16.1 In the performance of the Work to be provided hereunder, Consultant represents that it is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

**ARTICLE 17.0**  
**Prohibited Interest**

17.1 No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

**ARTICLE 18.0**  
**Dispute Resolution**

18.1 No party may bring a legal action to enforce any term of this Contract without first having exhausted the dispute resolution process described below.

The time schedule for escalation of unresolved issues, including unresolved Change Order requests, shall be as follows:

| <b>Level of Authority</b>   | <b>Time Limit</b>   |
|---|---------------------|
| UTA's Project Manager/Consultant's Project Manager  | Three calendar days |
| UTA's Senior Program Manager – Engineering & Project Development/Consultant's Project Manager | Three calendar days |
| UTA's Chief Capital Development Officer/Consultant's Principal-in-Charge                      | Three calendar days |

If UTA and the Consultant are unable to resolve an issue within the time limits set forth above, the issue must be submitted to UTA's General Manager for resolution, who shall have sole discretion in resolving issues brought before him/her.

**ARTICLE 19.0**  
**Successors and Assignees**

19.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA.

19.2 This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assignees, but shall not inure to the benefit of any third party or other person.

## **ARTICLE 20.0**

### **Nonwaiver**

- 20.1 No failure or waiver or successive failures on the part of either party hereto, their successors or permitted assignees, in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assignees.

## **ARTICLE 21.0**

### **Notices or Demands**

- 21.1 Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to UTA:

Utah Transit Authority  
ATTN: Gregg Larsen  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority  
ATTN: Bruce Jones  
669 West 200 South  
Salt Lake City, UT 84101

If to Consultant:

Parsons Brinckerhoff, Inc.  
ATTN: Kevin Cox  
669 West 200 South  
Salt Lake City, UT 84101

Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to

deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**ARTICLE 22.0**  
**Contract Administrator**

22.1 UTA's Contract Administrator for this Contract is Gregg Larsen, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

**ARTICLE 23.0**  
**General Provisions**

- 23.1 The Work performed by Consultant under this Contract shall conform to generally acceptable professional standards.
- 23.2 No drawings and specifications, as instruments of service developed by Consultant as part of its Work under this Contract, shall be the subject of an application for copyright or trademark by or on behalf of Consultant.
- 23.3 No assignment of any claim or proceeds under this Contract shall be binding upon UTA, unless UTA shall be notified thereof in writing and consents to the same.
- 23.4 The laws of the State of Utah and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.
- 23.5 The headings of the articles, clauses, and Sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 23.6 Nothing contained herein shall be deemed to create any contractual relationships between UTA and any of the other contractors, subcontractors or material suppliers on the Work, nor shall anything contained herein be deemed to give any third party any claim or right of action against UTA or Consultant which does not otherwise exist without regard to this Contract.
- 23.7 If UTA becomes aware of any fault or defect in the Work or non-conformance with the Contract documents, it shall give prompt written notice thereof to the Consultant.

**ARTICLE 24.0**  
**Incorporated Documents**

24.1 UTA's RFQ UT13-064GL including all attachments, and Consultant's Statement of

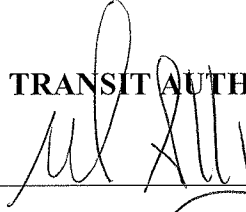


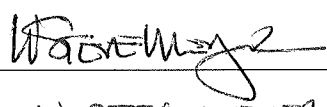
Qualifications submitted pursuant to that RFQ, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

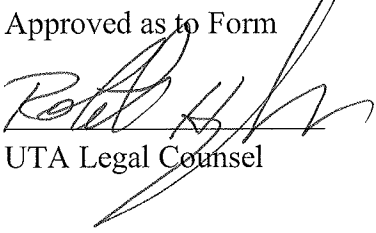
24.2 The federal clauses attached hereto as Exhibit C are hereby incorporated into this Contract. In the event of a conflict between such federal clauses and any other provision of this Contract, the federal clauses shall be controlling.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

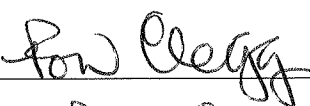
**UTAH TRANSIT AUTHORITY:**

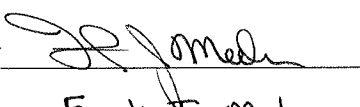
By   
Name MICHAEL A. ALVAREZ  
Title GENERAL MANAGER

By   
Name W. STEVE MEYER  
Title CHIEF CAP. TRSL. DEV. OFFICER

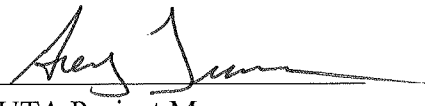
Approved as to Form  
  
UTA Legal Counsel

**PARSONS BRINKERHOFF, INC.**

By   
Name Ron Clegg  
Title VP

By   
Name Frank J. Medina  
Title Senior Vice President

Fed ID# 11-1531569

Reviewed & Recommended  
  
UTA Project Manager

## **EXHIBIT A SCOPE OF SERVICES**

### **A. PROGRAM TASKS**

This scope of work is intended to be a general guide to the proposer in preparing a detailed SOQ. The PMSC selected for this project will be expected to be experienced in performing similar work and should feel free to propose alternative methods and techniques where appropriate. The program scope shall include the following but not be limited to:

1. Establishment of an appropriate PMSC program organization;
2. Development of a program work plan, schedule, budget, and policy framework;
3. Development of needed procedures, mechanisms and processes to appropriately manage the program and provide coordination and oversight to the activities;
4. Develop processes to ensure that UTA managers and staff are setting priorities and making timely decisions as required to meet federal and local requirements for implementation and funding of projects;
5. Provision of oversight to the daily work activities of the project team;
6. Development and implementation of a program to thoughtfully involve internal and external stakeholders in project work and decisions;
7. Effective coordination with FTA, UP, UDOT, WFRC, MAG and a number other applicable governmental entities in the planning, design, and development of the project;
8. Completion of the necessary documents required for federal and state funding approvals and oversight;
9. Coordination with all parts of UTA in the development of implementation plans and processes; and in the oversight and management of the program during design, construction, and establishment of operations.

#### **Task 1.0 Project Scope of Work and Proposed Tasks**

Using market standards and innovative techniques, PMSC will work with project schedule management software (Primavera Version 6.2 is currently used) and work with the project manager to establish and maintain a detailed implementation schedule for each project including major milestones and completion dates. PMSC is to bring creativity and value added ideas to the team and is expected to inform UTA of state-of-the-art best management practices and other efficiency which could be utilized by UTA and project managers. PMSC will regularly monitor and update progress on each project. This schedule coordination would include integrating schedules from various projects in order to produce both local and federal funding documentation. An example would be monitoring inputs to the UTA Financial Plan which must be based on updated schedule information for each of the projects included in the Financial Plan.

#### **Task 2.0 Maintenance and Updating of Design Criteria**

UTA has well established design criteria for LRT and CRT facilities. The PMSC shall review existing criteria to ensure they meet industry practices and make recommendations to UTA where criteria should be updated to meet state-of-the-art and best management practices in the criteria. PMSC will assist UTA staff in coordinating and updating design criteria for above mentioned areas as well as Bus, Streetcar, BRT, and when issues arise on specific projects which require review and/or modification of established design criteria. The PMSC will assist UTA staff in obtaining the necessary review and approval of any changes to design criteria and create new criteria as necessary.

### **Task 3.0 Change Control Committee (CCC)**

For previous and ongoing projects, UTA has established the CCC which has the responsibility to review and approve any changes to scope of work or design criteria in the course of project implementation. The PMSC will assist UTA in preparing necessary documentation, justification, submittals, budget request, and other items needed to approve change orders for projects. PMSC will present items and DCM (Design Criteria Management) for concurrence of engineering staff prior to presentation at CCC. UTA's current policy is that items must pass DCM to be presented at CCC.

### **Task 4.0 Document Control**

UTA has an established document control system (SIRE) that has been used effectively on previous and ongoing projects. The PMSC will assist UTA in maintaining the document control system so that it is effectively and correctly utilized on all projects undertaken.

### **Task 5.0 UTA Staffing Plan**

PMSC will assist UTA in establishing and maintaining a staffing plan that assigns UTA and PMSC staff to projects based on staffing priorities between projects. A component of this effort will be to work with UTA to determine which tasks will be undertaken by UTA staff and which tasks will need to be assigned to support staff from the PMSC.

### **Task 6.0 Budget and Project Controls**

The PMSC will use UTA's budget monitoring and control system. UTA currently uses a custom built software system to track projects, budgets, and schedules. Integrated Project Control System (IPCS) will continue to be UTA's tracking system and is integrated with JD Edwards accounting software. Working with project managers, a budget will be prepared that identifies budget requirements for the following areas:

#### Expenditures

- UTA staffing
- UTA direct expenses
- Outside services under contract to UTA
- Participation by outside agencies and organizations Source of

#### Funds

- Federal grants
- Local contributions (cash or in-kind)
- UTA local funds

Once the project budget has been established, the PMSC team will produce monthly reports on the budget status for each project. This reporting system will report monthly on the following:

- Established budget
- Expenditures to date
- Actual percent of work completed
- Earned value calculation comparing percent spent with percent of budget expended

The PMSC will assist UTA management in reviewing and monitoring these monthly reports. The PMSC will advise UTA on any budget problem areas observed in the review process. The PMSC will then work with UTA management and project managers to formulate corrective action necessary to address the identified budget problems.

As part of the annual UTA budgeting process, the PMSC will assist UTA management in the preparation of items to be included in each annual budget. This includes identification of anticipated expenditures for each project combined with planned sources of revenue to cover those costs.

### **Task 7.0 UTA Financial Plan**

As required by FTA guidelines, UTA must produce a financial plan as part of the documentation for the application for numerous programs. Capital and operating costs for each project are developed and then combined into the long range financial plan for UTA. Updating of the UTA financial plan is the responsibility of UTA project managers working with the UTA budget and accounting staff. The PMSC will provide assistance to UTA staff in assembling the needed financial information for incorporation into the overall financial plan.

### **Task 8.0 NEPA and FTA New Starts Documentation**

As each project moves into the FTA New/Small Starts process or similar FTA funding processes, a set of documents needs to be prepared in accordance with FTA guidelines, MAP 21, and other federal requirements and guidelines. This includes items such as the following:

- Categorical Exclusion or Environmental Assessment
- Draft Environmental Impact Statement (DEIS)
- New Starts Application (including annual updates)
- Request for Authorization to enter Project Development or Preliminary Design
- Request for Letter of No Prejudice (LONP)
- Final Environmental Impact Statement (FEIS)
- Request for Authorization to enter Final Design
- Request for Full Funding Grant Agreement

The PMSC will assist UTA management and staff in coordinating the preparation of these documents by outside parties for each project. PMSC may be asked to provide Categorical Exclusion documentation but Environmental Assessment or Environmental Impact Statements are typically produced by outside consultants. Special attention will be given to ensuring that documents are prepared in a timely fashion in accordance with FTA New/Small Starts schedule requirements. Documents will be thoroughly reviewed in order to ensure that information presented for the various projects is internally consistent and does not contain information that is in conflict with other documents. Each document will be reviewed to verify conformance with FTA preparation and submittal requirements. Work must be coordinated with FTA staff and the FTA Project Management Oversight Consultant (PMOC) assigned to ensure timely PMOC Spot Reports and FTA approvals.

### **Task 9.0 Project Management**

A UTA staff person will be assigned as Project Manager for each of the projects undertaken by UTA departments. For some projects, a PMSC staff person will be assigned as Project Director. Working under the direction of the UTA Project Manager, the PMSC will be responsible for overall management of consultants and contractors involved with the project. This position has primary

responsibility for assisting the UTA PM in the establishment and maintenance of project budget, schedule and quality performance. This includes regular updating of project information regarding schedule and budget

### **Task 10.0 Planning, Engineering, and Design**

Some of the planning, engineering and design on UTA projects will be completed by consultant or contractor teams selected to provide professional planning and engineering services. As explained previously, selected UTA staff members will function as technical leaders of functional areas overseeing design work on all the projects with design activity under way at any given point in time. During peak periods of design activity, UTA may request additional design staff support from the PMSC. This design support could be in any area of engineering design that may be needed on a short-term basis to maintain schedule of active projects. Services provided by the PMSC during these periods may include the following areas:

- 1) Civil Design
- 2) Structural Design
- 3) Traffic Engineering
- 4) Vehicle Engineering
- 5) Systems Engineering
- 6) Project Activation
- 7) CAD design support
- 8) Survey support
- 9) Systems Engineering
- 10) Track and/or trackwork design
- 11) Utility design
- 12) Right-of-way definition
- 13) Station design, park and ride design
- 14) Planning, Travel model development
- 15) Environmental analysis support
- 16) Administrative Support
- 17) Planning
- 18) Other items not listed

### **Task 11.0 Stakeholder Coordination**

PMSC will assist UTA with coordination with FTA, UP, UDOT, WFRC, MAG and a number other governmental entities in the planning, design and development of the project.

### **Task 12.0 Quality and Oversight Tasks**

PMSC may assist UTA in updating criteria for oversight and quality assurance for both projects in development and in implementation. Such items may include:

- Quality Assurance
- Quality Review
- Asset Evaluation
- Construction Safety Oversight
- Other Studies and Audits

### **Task 13.0 Other Tasks**

In performing the Program Management functions and activities, the PMSC could be called upon to perform, under UTA authorization, limited or short-term work assignments in any or all of the following areas, without limitation:

- Strategic planning;
- Agency policy development;
- Program planning, budgeting (including program estimates) and controls;
- Financial planning;
- Procurement and contract administration, for all types of services, materials and equipment.
- Team and consensus building;
- Studies, forecasts, reports and analyses;
- Bus, LRV, and other Fleet Plans
- Plans and documents to meet specific program and project needs;
- Management of A/E and construction contracts;
- Program and project scheduling, cost estimating and controls;
- Community relations; coordination with federal, state and local entities and agencies, including utilities and railroads;
- Coordination with UPRR design and construction requirements;
- Railroad regulatory requirements;
- Right of Way engineering and acquisition support;
- Technical support for maintenance and operations issues, including safety;
- Other areas for services deemed appropriate and needed by UTA.
- Project/contract acceptance, testing, certification, startup and commissioning;
- Environmental services (studies, analyses, reports and reviews);
- Visualization, graphics and presentation materials;

**Program Management Services Consultant UT13-064GL  
Budget  
Original Contract 3/1/2014 - 1/2/2015**

2/27/2014

| Billing Period #                                   | Billing Period | Program Manager  | Project Director | Project Engineer | Systems Engineer | Vehicle Engineer | Discipline Specialists | Project Specialist | Project Controls | Project Controls | Construction Oversight | Planning Project Director | Graphics        | PB Contract Administrator | FTE's | TOTAL              |
|--|----------------|--|------------------|------------------|------------------|------------------|------------------------|--------------------|------------------|------------------|------------------------|---------------------------|-----------------|---------------------------|-------|--------------------|
|  |                | Kevin Cox  | Matt Carter      | Newel Jensen     | Jared Scarbrough | Tim Holden       | TBD                    | Kipp Adams         | Jim Sarver       | Todd Hopkins     | Von Larson             | Jaime White               | John Barnhill   | Kathy Seich / Other       |       |                    |
| <b>Year 2014</b>                                   |                |  |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| 1  | March          | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   | 100%               | 100%             | 50%              | 100%                   | 100%                      | 100%            | 20%                       | 11.70 | \$288,928          |
| 2  | April          | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   | 100%               | 100%             | 50%              | 100%                   | 100%                      | 100%            | 20%                       | 11.70 | \$288,928          |
| 3  | May            | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   | 100%               | 100%             | 50%              | 100%                   | 100%                      | 50%             | 20%                       | 11.20 | \$281,359          |
| 4  | June           | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   | 50%                | 100%             | 50%              | 100%                   | 100%                      |                 | 20%                       | 10.20 | \$265,635          |
| 5  | July           | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    | 50%              | 50%              | 100%                   | 100%                      |                 | 20%                       | 9.20  | \$244,826          |
| 6  | August         | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    |                  | 50%              | 100%                   | 100%                      |                 | 20%                       | 8.70  | \$232,172          |
| 7  | September      | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    |                  |                  | 100%                   | 100%                      |                 | 20%                       | 8.20  | \$222,475          |
| 8  | October        | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    |                  |                  | 100%                   | 100%                      |                 | 20%                       | 8.20  | \$222,475          |
| 9  | November       | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    |                  |                  | 100%                   | 100%                      |                 | 20%                       | 8.20  | \$222,475          |
| 10   | December       | 100%   | 100%             | 100%             | 100%             | 100%             | 100%                   |                    |                  |                  | 100%                   | 100%                      |                 | 20%                       | 8.20  | \$222,475          |
| <b>Labor Expense</b>                               |                | \$113,750  | \$107,829        | \$122,583        | \$84,445         | \$103,881        | \$150,552              | \$23,923           | \$47,719         | \$24,380         | \$104,112              | \$100,134                 | \$15,856        | \$12,546                  |       | \$1,011,709        |
| <b>Overhead Rate</b>                               |                | 115.0%   | 115.0%           | 115.0%           | 115.0%           | 115.0%           | 157.7%                 | 115.0%             | 115.0%           | 115.0%           | 115.0%                 | 115.0%                    | 115.0%          | 157.7%                    |       |                    |
| <b>Overhead Expense</b>                            |                | \$130,813  | \$124,003        | \$140,970        | \$97,111         | \$119,463        | \$237,421              | \$27,511           | \$54,877         | \$28,037         | \$119,728              | \$115,154                 | \$18,235        | \$19,785                  |       | \$1,233,108        |
| <b>Fee 11%</b>                                     |                | \$26,902   | \$25,501         | \$28,991         | \$19,971         | \$24,568         | \$42,677               | \$5,658            | \$11,286         | \$5,766          | \$24,622               | \$23,682                  | \$3,750         | \$3,556                   |       | \$246,930          |
| <b>Total Cost of Labor+Overhead+Fee</b>            |                | <b>\$271,465</b>   | <b>\$257,333</b> | <b>\$292,544</b> | <b>\$201,527</b> | <b>\$247,912</b> | <b>\$430,649</b>       | <b>\$57,092</b>    | <b>\$113,881</b> | <b>\$58,183</b>  | <b>\$248,463</b>       | <b>\$238,969</b>          | <b>\$37,841</b> | <b>\$35,887</b>           |       | <b>\$2,491,747</b> |
| <b>Raw Labor Rate</b>                              |                | \$68.00  | \$64.46          | \$73.28          | \$50.48          | \$62.10          | \$90.00                | \$40.86            | \$63.39          | \$48.58          | \$62.24                | \$59.86                   | \$37.92         | \$37.50                   |       |                    |
| <b>Mid year salary increase (2%)</b>               |                | 2%   | 2%               | 2%               | 2%               | 2%               | 2%                     | 2%                 | 2%               | 2%               | 2%                     | 2%                        | 2%              | 2%                        |       | Check \$2,491,747  |
| <b>Adjusted labor rate</b>                         |                | \$69.36  | \$65.75          | \$74.75          | \$51.49          | \$63.34          | \$91.80                | \$41.68            | \$64.66          | \$49.55          | \$63.48                | \$61.06                   | \$38.67         | \$38.25                   |       |                    |
| <b>Hours per period</b>                            |                | 164  | 164              | 164              | 164              | 164              | 164                    | 164                | 164              | 164              | 164                    | 164                       | 164             | 164                       |       |                    |
| <b>Field Overhead (project office)</b>             |                | X  | X                | X                | X                | X                |                        | X                  | X                | X                | X                      | X                         | X               |                           |       |                    |
| <b>General Service Office Overhead (area)</b>      |                |  |                  |                  |                  |                  | X                      |                    |                  |                  |                        |                           |                 | X                         |       |                    |
| <b>Direct Expense</b>                              |                | <b>\$30,000</b>  | <b>\$15,000</b>  | <b>\$6,000</b>   | <b>\$6,000</b>   | <b>\$6,000</b>   | <b>\$6,000</b>         |                    | <b>\$6,000</b>   |                  | <b>\$6,000</b>         | <b>\$6,000</b>            |                 |                           |       | <b>\$87,000</b>    |
| <b>FAR Field OH Rate</b>                           |                | 115.0%   |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>FAR GSO OH Rate</b>                             |                | 157.7%   |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>Hours/Period</b>                                |                | 2080 HR/YR - 120 HR vacation = 1960 HR/12 periods = 164HR/Period   |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>Direct Expenses</b>                             |                | Mileage/Miscellaneous \$100/period<br>Program Manager (vehicles, mailing, Misc \$1,000/period + two \$1,800 trips/year = \$30,000)<br>Project Director (Misc \$1,000/period+ two trips per year=\$15,000)<br>Other (\$600/period)  |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>Subconsultants (4% markup)</b>                  |                | PineTop \$50,000<br>W.A. Knowles \$30,000<br>Lavarr Webb \$25,000<br>Infinity Corrosion \$100,000<br>Ronielle Howard \$12,000<br>Al Naif \$12,000<br>Jacques & Assoc. \$12,000<br>Redcon \$12,000<br>LandAir \$12,000<br>Facilities Design Group (Hans) \$33,500<br><b>Subtotal Subconsultants \$310,440</b> |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>Billing Per Period (10 periods) = \$288,919</b> |                |  |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |
| <b>Total Contract Budget \$2,889,187</b>           |                |  |                  |                  |                  |                  |                        |                    |                  |                  |                        |                           |                 |                           |       |                    |

|           |                     |
|-----------|---------------------|
| Planning* | Capital Development |
|-----------|---------------------|

|          |           |
|----------|-----------|
| \$44,420 | \$244,507 |
| \$44,420 | \$244,507 |
| \$36,852 | \$244,507 |
| \$29,284 | \$236,351 |
| \$29,284 | \$215,542 |
| \$29,284 | \$202,888 |
| \$24,435 | \$198,040 |
| \$24,435 | \$198,040 |
| \$24,435 | \$198,040 |

|           |             |
|-----------|-------------|
| \$311,285 | \$2,180,462 |
|-----------|-------------|

|         |          |
|---------|----------|
| \$6,000 | \$81,000 |
|---------|----------|

|    |        |           |
|----|--------|-----------|
| \$ | -      | \$52,000  |
| \$ | 15,600 | \$15,600  |
| \$ | -      | \$26,000  |
| \$ | -      | \$104,000 |
| \$ | -      | \$12,480  |
| \$ | -      | \$12,480  |
| \$ | -      | \$12,480  |
| \$ | -      | \$12,480  |
| \$ | -      | \$12,480  |
| \$ | -      | \$12,480  |
| \$ | -      | \$34,840  |
| \$ | 15,600 | \$294,840 |

|           |             |
|-----------|-------------|
| \$332,885 | \$2,556,302 |
|-----------|-------------|

\*Planning budget includes:  
 - All of J. White and J. Barnhill's budgeted time  
 - Half of T. Hopkins budgeted time  
 - Only 15% of the Administrator budget  
 - Half of Bill Knowles' budgeted time  
 - Zero budget for technical specialists

**EXHIBIT C**  
**FEDERAL CLAUSES**

**FEDERAL CLAUSES**

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

**FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

**CIVIL RIGHTS REQUIREMENTS**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity



requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

#### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10.8 %. A separate contract goal of **2 % DBE participation** has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph** (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

### **INCORPORATION OF FTA TERMS**

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

### **TERMINATION**

*(For contracts over \$10,000.00)*

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

### **BREACHES AND DISPUTE RESOLUTION**

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** – Unless otherwise directed by The Authority, Contractor shall continue performance under this

Contract while matters in dispute are being resolved.

**Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

**Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **LOBBYING**

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide

Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

#### **CLEAN AIR REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

#### **SEISMIC SAFETY REQUIREMENTS**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **ADA ACCESS**

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals

with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

#### **SEAT BELT USE**

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

#### **DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Todd Mills, Senior Supply Chain Manager

**BOARD MEETING DATE:** February 12, 2020

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>Pre-Procurements</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Contract Pre-Procurement</b>   |
| <b>RECOMMENDATION:</b>   | Informational report for discussion   |
| <b>BACKGROUND:</b>       | Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.   |
| <b>DISCUSSION:</b>       | <p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none"><li>• <b>New Learning Management System Software</b> - Purchase and install a new Learning Management System software to track training requirements and records of UTA employees. The current system is outdated and no longer meets the needs of the growing agency. We will be requesting proposals for software systems that can provide all our operational, audit trail, and record management needs going forward. The contract will be for a base term of 3 years with 2 one-year options. This will be an RFP procurement with selection based on technical criteria in addition to price.</li><li>• <b>Outside Legal Counsel Panel</b> - Establish a panel of qualified outside attorneys and law firms to assist the Assistant Attorney Generals assigned to the agency in matters where special legal expertise is required. The panel of attorneys and/or law firms will be selected based on qualifications and areas of expertise. This will be a 5-year agreement and contracted attorneys and/or law firms will be required to hold their hourly rates firm for the first three years.</li></ul> |



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer

**BOARD MEETING DATE:** February 12, 2020

**SUBJECT:** 2020 Budget Amendment Number 1

**AGENDA ITEM TYPE:** Discussion

**RECOMMENDATION:** Review and discuss proposed 2020 operating and capital budgets amendments.

**BACKGROUND:** In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption.

**DISCUSSION:** Since the adoption of the 2020 operating and capital budgets, changes have occurred which necessitate amendments to the 2020 budget.

**Operating budget:**  
 Sales Tax Revenues – November 2019 sales tax collections were almost 12% higher than the prior year. As a result, 2019 sales tax revenues, the base for 2020 sales tax estimates, will be at least \$528,000 higher. A portion of the increase, \$479,000, is being adjusted now to match the needed UTA funding below.

Planning Studies – Four planning studies have budget funding left from 2019 which can be carried forward into 2020. For two studies, Service Choices and Tooele Valley Transit Feasibility Study, additional funds are needed to complete those studies. MAG and UDOT are contributing the \$20,000 needed for the Service Choices while the \$125,000 for the Tooele Valley Transit Feasibility Study is being funded by UTA.

|                               | Point of the Mountain Study | Future of Light Rail Study | Service Choices | Tooele Valley Transit Feasibility Study |
|-------------------------------|-----------------------------|----------------------------|-----------------|---|
| <b>2019 Budget Remaining</b>  | \$100,000                   | \$200,000                  | \$43,000        | \$11,000                                |
| <b>New Funding</b>            |                             |                            | 20,000          | 125,000                                 |
| <b>2020 Budget Adjustment</b> | \$100,000                   | \$200,000                  | \$63,000        | \$136,000                               |

All of the 2020 budget increases are to non-operating expense.

**Capital budget:**

The **Sharp/Tintic Railroad Connection** project was budgeted at \$6.1 million in the 2019 budget. The project will begin design in 2020 (\$700,000 budget) with construction expected to begin in 2021 (\$5.7 million). Additional funding for the project is coming from UDOT.

UTA is working with the State of Utah to manage the construction of the **Northern Utah County Double Track** and associated station. UDOT will provide UTA with the \$3.5 million funding for their portion of the project.

Salt Lake City has requested the addition of a **TRAX station at 650 South Main**. Design will take place in 2020. \$20,000 is being paired with \$200,000 carryover from 2019 to fund this work. Construction is expected to begin in 2021.

A need for an improved **TRAX crossing at Paxton Avenue** has been identified. Funding for the \$85,000 project is coming from Salt Lake City.

One aspect of fare collection improvements includes allowing both lanes of **Meadowbrook’s** entrance to serve as collection lanes from 5:00 to 9:00 p.m. This requires reconfiguring another Meadowbrook gate to allow for Riverside bus and employee ingress/egress. Funding for this project is coming from budgeted contingency.

|  | Sharp/Tintic<br>Railroad<br>Connection | Northern<br>Utah<br>County<br>Double<br>Track | 650 South<br>TRAX<br>Station | Paxton<br>Avenue<br>TRAX<br>Crossing | Reconfigure<br>Meadow-<br>brook Gate |
|--|--|---|------------------------------|--------------------------------------|--------------------------------------|
| <b>2019<br/>Carryover</b>                    | \$700,000                              |   | \$200,000                    |                                      |                                      |
| <b>New<br/>Funding</b>                       |  | 3,500,000                                     |                              | 85,000                               |                                      |
| <b>Reallocation<br/>from<br/>Contingency</b> |  |   | 20,000                       |                                      | 40,000                               |
| <b>Totals</b>                                | \$700,000                              | \$3,500,000                                   | \$220,000                    | \$85,000                             | \$40,000                             |

Budget amendment number 1 incorporates all of these operating and capital budget changes. After presentation to the Local Advisory Council at their February 19 meeting, a resolution to adopt the amendment will be presented to the Board of Trustees at their February 26, 2020 meeting.



|                       |  |
|-----------------------|--|
|                       |  |
| <b>ALTERNATIVES:</b>  | The Board of Trustees may choose not to proceed with Budget Amendment Number 1.  |
| <b>FISCAL IMPACT:</b> | Operating – Of the \$479,000 increase in expected sales tax collections, \$125,000 is being provided for the Tooele Valley Transit Feasibility Study; the remaining \$354,000 is being used to offset the carryover of 2019 expense (though ending balance should also be \$354,000 higher). Capital – Increased use of UTA funds total \$60,000 of the total \$4.5 million budget increase. |
| <b>ATTACHMENTS:</b>   | <ol style="list-style-type: none"><li>1) Exhibit A – 2020 Operating and Capital Budgets</li><li>2) Exhibit B – 2020 Operating Budget by Chief Officer</li><li>3) 2020 Budget Amendment #1 Information</li><li>4) 2020 Capital Budget Detail – Amendment #1</li></ol>   |

**UTAH TRANSIT AUTHORITY  
2020 Budget Amendment #1  
February 12, 2020**

**Exhibit A**

|                              |  | Budget Amendment      |   |                               |                          |  |                                  |
|------------------------------|--|-----------------------|---|-------------------------------|--------------------------|--|----------------------------------|
|                              |  | Final 2020 Budget     | Point of the<br>Mountain<br>Community<br>Engagement | Future of Light<br>Rail Study | Service Choices<br>Study | Increased Funding<br>for Tooele Valley<br>Transit Feasibility<br>Study | 2020 Budget After<br>Amendment 1 |
| <b>Revenue</b>               |  |                       |   |                               |                          |  |                                  |
| 1                            | Sales Tax  | \$ 347,567,000        | \$ 100,000  | \$ 200,000                    | \$ 43,000                | \$ 136,000   | \$ 348,046,000                   |
| 2                            | Federal Prevent. Maint                             | 67,911,000            |   |                               |                          |  | 67,911,000                       |
| 3                            | Passenger Revenue                                  | 55,182,000            |   |                               |                          |  | 55,182,000                       |
| 4                            | Advertising  | 2,517,000             |   |                               |                          |  | 2,517,000                        |
| 5                            | Investment Income                                  | 7,577,000             |   |                               |                          |  | 7,577,000                        |
| 6                            | Other Revenues                                     | 3,620,000             |   |                               | 20,000                   |  | 3,640,000                        |
| 7                            | Salt Lake City                                     | 4,310,000             |   |                               |                          |  | 4,310,000                        |
| 8                            | Salt Lake County (S-line support)                  | 500,000               |   |                               |                          |  | 500,000                          |
| 9                            | UDOT - Sales Tax                                   | 2,671,000             |   |                               |                          |  | 2,671,000                        |
| 10                           | Total Revenue                                      | <u>491,855,000</u>    | <u>100,000</u>                                      | <u>200,000</u>                | <u>63,000</u>            | <u>136,000</u>   | <u>492,354,000</u>               |
| <b>Operating Expense</b>     |  |                       |   |                               |                          |  |                                  |
| 11                           | Bus  | 108,889,000           |   |                               |                          |  | 108,889,000                      |
| 12                           | Commuter Rail                                      | 30,711,000            |   |                               |                          |  | 30,711,000                       |
| 13                           | Light Rail   | 52,209,000            |   |                               |                          |  | 52,209,000                       |
| 14                           | Paratransit Service                                | 24,637,000            |   |                               |                          |  | 24,637,000                       |
| 15                           | Rideshare/Vanpool                                  | 3,298,000             |   |                               |                          |  | 3,298,000                        |
| 16                           | Operations Support                                 | 50,331,000            |   |                               |                          |  | 50,331,000                       |
| 17                           | General & Administrative                           | 38,695,000            |   |                               |                          |  | 38,695,000                       |
| 18                           | Salt Lake County service                           | 3,453,000             |   |                               |                          |  | 3,453,000                        |
| 19                           | Contingency  | 1,660,000             |   |                               |                          |  | 1,660,000                        |
| 20                           | Total Operating Expense                            | <u>313,883,000</u>    | <u>-</u>  | <u>-</u>                      | <u>-</u>                 | <u>-</u>   | <u>313,883,000</u>               |
| <b>Non-Operating Expense</b> |  |                       |   |                               |                          |  |                                  |
| 21                           | Planning/Real Estate/TOD/Major Program Development | 5,945,000             | 100,000   | 200,000                       | 63,000                   | 136,000  | 6,444,000                        |
| 22                           | Total Non-operating Expense                        | <u>5,945,000</u>      | <u>100,000</u>                                      | <u>200,000</u>                | <u>63,000</u>            | <u>136,000</u>   | <u>6,444,000</u>                 |
| <b>Debt Service</b>          |  |                       |   |                               |                          |  |                                  |
| 23                           | Principal and Interest                             | 135,915,000           |   |                               |                          |  | 135,915,000                      |
| 24                           | Contribution to Early Debt Retirement Reserve      | 16,077,000            |   |                               |                          |  | 16,077,000                       |
| 25                           | Contribution to Reserves                           | 1,608,000             |   |                               |                          |  | 1,608,000                        |
| 26                           | Transfer to Capital                                | 18,427,000            |   |                               |                          |  | 18,427,000                       |
| 27                           | Total Debt Service and Reserves                    | <u>172,027,000</u>    |   |                               |                          |  | <u>172,027,000</u>               |
| 28                           | Total Expense                                      | <u>\$ 491,855,000</u> | <u>\$ 100,000</u>                                   | <u>\$ 200,000</u>             | <u>\$ 63,000</u>         | <u>\$ 136,000</u>  | <u>\$ 492,354,000</u>            |

**UTAH TRANSIT AUTHORITY  
2020 Budget Amendment #1  
February 12, 2020**

|   | Final 2020 Budget     | Budget Amendment                 |                        |                                   |                             |                              | 2020 Budget After Amendment 1 |
|---|-----------------------|----------------------------------|------------------------|-----------------------------------|-----------------------------|------------------------------|-------------------------------|
|   |                       | Sharp/Tintic Railroad Connection | 650 South TRAX Station | Northern Utah County Double Track | Paxton Avenue TRAX Crossing | Reconfigure Meadowbrook Gate |                               |
|   |                       |                                  |                        |                                   |                             |                              |                               |
| <b>Funding Sources</b>                  |                       |                                  |                        |                                   |                             |                              |                               |
| 29 UTA Current Year Funding             | \$ 24,692,000         | \$ 40,000                        |                        |                                   |                             |                              | \$ 24,732,000                 |
| 30 Transfer from Operations             | 18,427,000            |                                  |                        |                                   |                             |                              | 18,427,000                    |
| 31 2018 and 2019 Bond Proceeds          | 61,611,000            |                                  |                        |                                   |                             |                              | 61,611,000                    |
| 32 Grants                               | 39,363,000            | 424,030                          |                        |                                   |                             |                              | 39,787,030                    |
| 33 Local Partner Contributions          | 13,416,000            | 235,970                          | 200,000                |                                   | 85,000                      |                              | 13,936,970                    |
| 34 State Contribution                   | 3,700,000             |                                  |                        | 3,500,000                         |                             |                              | 7,200,000                     |
| 35 Leasing                              | 30,340,000            |                                  |                        |                                   |                             |                              | 30,340,000                    |
| 36 Total Funding Sources                | <u>191,549,000</u>    | <u>700,000</u>                   | <u>200,000</u>         | <u>3,500,000</u>                  | <u>85,000</u>               | <u>-</u>                     | <u>196,034,000</u>            |
| <b>Expense</b>                          |                       |                                  |                        |                                   |                             |                              |                               |
| 37 Depot District                       | 40,937,000            |                                  |                        |                                   |                             |                              | 40,937,000                    |
| 38 Ogden/Weber BRT                      | 28,197,000            |                                  |                        |                                   |                             |                              | 28,197,000                    |
| 39 Airport Station Relocation           | 13,000,000            |                                  |                        |                                   |                             |                              | 13,000,000                    |
| 40 State of Good Repair                 | 59,898,000            |                                  |                        |                                   |                             |                              | 59,898,000                    |
| 41 Other Capital Projects               | 48,517,000            | 700,000                          | 220,000                | 3,500,000                         | 85,000                      | 40,000                       | 53,062,000                    |
| 42 Other Capital Projects - Contingency | 1,000,000             |                                  | (20,000)               |                                   |                             | (40,000)                     | 940,000                       |
| 43 Total Expense                        | <u>\$ 191,549,000</u> | <u>\$ 700,000</u>                | <u>\$ 200,000</u>      | <u>\$ 3,500,000</u>               | <u>\$ 85,000</u>            | <u>\$ -</u>                  | <u>\$ 196,034,000</u>         |

**UTAH TRANSIT AUTHORITY**  
**2020 OPERATING BUDGET - Budget Amendment #1**  
**February 12, 2020**

**Exhibit B**

|   | Final 2020 Budget     | Budget<br>Amendment #1 | 2020 Budget After<br>Amendment #1 |                |
|---|-----------------------|------------------------|-----------------------------------|----------------|
| <b>Revenue</b>                                |                       |                        |                                   |                |
| 1 Sales Tax                                   | \$ 347,567,000        | \$ 479,000             | \$ 348,046,000                    |                |
| 2 Federal Preventative Maintenance            | 67,911,000            |                        | 67,911,000                        |                |
| 3 Passenger Revenue                           | 55,182,000            |                        | 55,182,000                        |                |
| 4 Advertising                                 | 2,517,000             |                        | 2,517,000                         |                |
| 5 Investment Income                           | 7,577,000             |                        | 7,577,000                         |                |
| 6 Other Revenues                              | 3,620,000             | 20,000                 | 3,640,000                         |                |
| 7 Salt Lake City                              | 4,310,000             |                        | 4,310,000                         |                |
| 8 Salt Lake County (S-Line)                   | 500,000               |                        | 500,000                           |                |
| 9 Motor Vehicle Registration to UDOT          | 2,671,000             |                        | 2,671,000                         |                |
| 10 Total Revenue                              | <u>\$ 491,855,000</u> | <u>\$ 499,000</u>      | <u>\$ 492,354,000</u>             |                |
| <br>  |                       |                        |                                   |                |
| <b>11 Operating Expense</b>                   |                       |                        |                                   |                |
| 12 Board of Trustees                          | \$ 2,787,000          |                        | \$ 2,787,000                      | FTE<br>14.0    |
| 13 Executive Director                         | 25,058,000            |                        | 25,058,000                        | 130.0          |
| 14 Chief Operations Officer                   | 252,981,000           |                        | 252,981,000                       | 2,258.7        |
| 15 Chief Financial Officer                    | 13,270,000            |                        | 13,270,000                        | 109.2          |
| 16 Chief People Officer                       | 8,075,000             |                        | 8,075,000                         | 74.7           |
| 17 Chief Communications and Marketing Officer | 10,644,000            |                        | 10,644,000                        | 69.0           |
| 18 Chief Service Development Officer          | 7,013,000             | 499,000                | 7,512,000                         | 45.5           |
| 19 Total Operations                           | <u>319,828,000</u>    | <u>499,000</u>         | <u>320,327,000</u>                | <u>2,701.1</u> |
| 20 Debt Service                               | 135,915,000           |                        | 135,915,000                       |                |
| 21 Contribution to Reserves                   | 17,685,000            |                        | 17,685,000                        |                |
| 22 Transfer to Capital Budget                 | 18,427,000            |                        | 18,427,000                        |                |
| 23 Total Tentative 2020 Operating Budget      | <u>\$ 491,855,000</u> | <u>\$ 499,000</u>      | <u>\$ 492,354,000</u>             | <u>2,701.1</u> |

## **2020 Budget Amendment #1**

### **Detail Project Information**

### **Operating Budget**

- 1. Sales Tax Revenue (\$479,000 Increase):** November 2019 sales tax revenues were almost 12% higher than the prior year. Assuming that December 2019 collections are the same as December 2018 collections, estimated 2019 collections would be \$528,000 higher than the 2019 estimate. A portion of that increase (\$479,000) is being recognized in the 2020 budget to match the requested UTA funding below.
- 2. Point of the Mountain Community Engagement (\$100,000 increase):** This effort will support the Point of the Mountain Transit Analysis study. A community engagement consultant has been hired to assist with public surveying and participation around the point area, and results will be used to inform the Transit Analysis. This project was anticipated to begin in 2019, but is now scheduled to begin in late January 2020. We anticipate the work to be completed by the end of the second quarter. We are requesting that the full \$100,000 be added to the 2020 Budget.
- 3. Future of Light Rail Study (\$200,000 increase):** This effort was anticipated to begin in the third quarter of 2019 and be completed in mid-2020. The total project budget is \$400,000, with \$200,000 included in the 2019 planning budget and \$200,000 in the 2020 planning budget. Due to staff turnover, the procurement process was delayed. A consultant has now been engaged, but the work has not yet officially begun. We are requesting that the full \$400,000 be included in the 2020 Budget.
- 4. Service Choices (\$63,000 increase with \$20,000 coming from an increase in partner funding):** This project is taking longer than originally anticipated, due to the importance of the decisions and the time needed to ensure that everyone is comfortable with the service proposals. At the end of 2019, \$42,604 of the original budget remains to be paid. We are requesting that this be carried over into the 2020 Budget. In addition, Mountainland AOG and UDOT have asked for a scope addition to this contract to conduct a deeper dive into the transportation challenges at Thanksgiving Point. The contract was amended, and MAG and UDOT have committed a total of \$20,000 additional funds to conduct this work. We are requesting that the sum of the carryover and partner match (\$62,604) be included in the 2020 Budget.
- 5. Tooele Valley Transit Feasibility Study (\$136,000 increase):** This request is the result of two circumstances. First, there was a delay and the project started later in 2019 than originally anticipated. This results in the need to carryover \$10,620 of the original \$25,000 Planning Budget for 2019. Second, the total cost of this project is \$150,000. It was planned to have \$25K come from UTA's 2019 planning budget, and the remaining

\$125K from Tooele's fourth quarter sales tax revenues; however, a separate capital budget was not set up for Tooele County projects, as anticipated. It was determined by Planning, Budgeting, and Special Services that it would be necessary to request a 2020 Budget amendment increasing the Planning Department Budget by an additional \$125,000 in order to complete this important study.

## **2020 Budget Amendment #1**

### **Detail Project Information**

### **Capital Budget**

- 1. Sharp/Tintic Rail Consolidation (\$700,000 carryover to 2020):** This project is for the design and construction of a project to connect the Sharp Subdivision of the Union Pacific Railroad Company to the Tintic Industrial Lead. The project will allow for the removal of several at-grade railroad crossings, and would also allow for a future extension of FrontRunner Commuter Rail south to Payson. The project was included in the 2019 capital budget for \$6,130,300, with \$5,594,344 from federal grant funds, \$182,000 from UDOT, \$235,970 from local partner funds, and \$117,985 from UTA funds. The grant agreement with UDOT has since been amended, and UDOT's contribution has been increased by \$208,000. This brings the total project budget to \$6,388,299. The project design will begin in 2020, and project construction is anticipated to start in 2021. This budget request is to carryover \$700,000 from the 2019 budget to the 2020 budget for project design and UP coordination. The remainder of the project budget would be allocated in 2021 for the project construction.
- 2. Northern Utah County Double Track (\$3,500,000 budget increase from State funding):** This budget request combines State funding appropriated for the Vineyard FrontRunner station construction with the \$10 million of UTA funds budgeted in 2020 for the Northern Utah County Double Track construction. The State of Utah appropriated \$4M to UDOT for the design and construction of the Vineyard station platform and associated amenities. From that appropriation, approximately \$500,000 has been spent by UDOT on design for both the station and the associated 1.8 miles of double track needed for effective operations. Design of the station and double-track is nearing completion. It is anticipated that one construction contract will be issued this spring for both the station and the double track work. For that reason, Capital Development is requesting an increase in the project budget to cover both elements of the project. Construction is anticipated to begin late spring or early summer and depending on late season construction weather, completion is expected in either December 2020 or April 2021.
- 3. 650 South TRAX Station (\$200,000 Local Partners and \$20,000 from UTA contingency):** This project will add a Light Rail station at 650 S Main Street. This location was planned for and built to accommodate a future station when development occurred and demand increased. Salt Lake City has requested we add a station in this location to serve current and future developments. \$200,000 was placed in the 2019 budget, but not spent because of several issues that needed to be resolved before the project could begin. \$220,000 is now being requested for the 2020 budget to cover the design of the new station. Of this requested amount, Salt Lake City RDA is contributing \$200,000 to

the project design and UTA is contributing \$20,000 for project management and design review. Construction of the station is anticipated to occur in 2021 and would be included in a 2021 budget request for an estimated \$2,100,000.

4. **Paxton Ave TRAX Crossing (\$85,000 from partner funds):** This is a new project request. Currently, the intersection of Paxton Avenue and UTA's light rail line just north of the Ballpark Station is one of UTA's highest trespassed areas. This crossing of UTA's light rail line is also identified in Salt Lake City's Bicycle Master Plan as a bicycle crossing location, but currently does not have any crossing demarcation. UTA has been working with Salt Lake City over the past several years to identify the best crossing location and design. A design has been agreed to and a formal agreement between Salt Lake City and UTA is being drafted. Salt Lake City has asked UTA to manage this project. The project budget is \$85,000 of which Salt Lake City will be reimbursing UTA for all project expenses – including design, construction, management, and inspection costs.
5. **Reconfigure Meadowbrook Gate (\$40,000 reallocation from project contingency):** As part of the plan to pull more fares from buses at Meadowbrook, Farebox Services is proposing weekday evening from 5:00 p.m. to 9:00 p.m. and allowing both lanes of Meadowbrook's entrance be revenue collection lanes. This change to the current entrance of Meadowbrook, requires opening a gate west of Meadowbrook Building 8 during those same hours to allow Riverside bus traffic and employee ingress/egress through Meadowbrook onto and off of 900 West. Automating the gate allows UTA, over the long run, to avoid the labor cost to manually open and watch the gate during the 4 hour period each weekday night.



## Original 2020 Budget

| Project Name  | 2020 Budget   | Bonds         | Grants       | Lease      | State Funding | Local Partners | UTA Funded   |
|---|---------------|---------------|--------------|------------|---------------|----------------|--------------|
| <b>1 Major Capital Projects</b>                               |               |               |              |            |               |                |              |
| 2 Depot District Maintenance Facility                         | \$ 40,936,916 | \$ 31,850,000 | \$ 3,736,916 | \$ -       | \$ 2,500,000  | \$ -           | \$ 2,850,000 |
| 3 Ogden/Weber State University BRT                            | 28,197,076    | 6,591,076     | 18,706,000   | -          | -             | 2,900,000      | -            |
| 4 Airport Station Relocation                                  | 13,000,000    | 13,000,000    | -            | -          | -             | -              | -            |
| 5 Total Major Capital Projects                                | 82,133,992    | 51,441,076    | 22,442,916   | -          | 2,500,000     | 2,900,000      | 2,850,000    |
| 6   |               |               |              |            |               |                |              |
| <b>7 State of Good Repair</b>                                 |               |               |              |            |               |                |              |
| <b>8 Revenue / Service Vehicles</b>                           |               |               |              |            |               |                |              |
| 9 Bus Replacement   | 27,566,971    | -             | 2,775,830    | 23,598,570 | -             | -              | 1,192,571    |
| 10 Replacement Paratransit                                    | 2,982,120     | -             | -            | 2,949,120  | -             | -              | 33,000       |
| 11 Van pool Van replacement                                   | 1,292,780     | -             | -            | 1,292,780  | -             | -              | -            |
| 12 Non-Rev Service Vehicle Replacement                        | 200,000       | -             | -            | -          | -             | -              | 200,000      |
| 13 Total Revenue/Service Vehicles                             | 32,041,871    | -             | 2,775,830    | 27,840,470 | -             | -              | 1,425,571    |
| 14  |               |               |              |            |               |                |              |
| <b>15 Information Technology</b>                              |               |               |              |            |               |                |              |
| 16 E Voucher Software Development (pending grant)             | 757,838       | -             | 757,838      | -          | -             | -              | -            |
| 17 In-house Application Development & Enhancements            | 400,000       | -             | -            | -          | -             | -              | 400,000      |
| 18 New MS SQL Server Licenses                                 | 145,000       | -             | -            | -          | -             | -              | 145,000      |
| 19 Radio Communication Infrastructure                         | 150,000       | -             | -            | -          | -             | -              | 150,000      |
| 20 Server, Storage Infrastructure Equipment and Software      | 400,000       | -             | -            | -          | -             | -              | 400,000      |
| 21 Rail Communication On-Board Technology                     | 230,000       | -             | -            | -          | -             | -              | 230,000      |
| 22 Info Security Equip & SW (PCI Compliance & Cyber Security) | 274,000       | -             | -            | -          | -             | -              | 274,000      |
| 23 Bus Communication On-Board Technology                      | 300,000       | -             | -            | -          | -             | -              | 300,000      |
| 24 IT Managed Reserved (formerly IT Pool)                     | 290,000       | -             | -            | -          | -             | -              | 290,000      |
| 25 Network & Infrastructure Equipment                         | 500,000       | -             | -            | -          | -             | -              | 500,000      |
| 26 FrontRunner WiFi Enhancements                              | 50,000        | -             | -            | -          | -             | -              | 50,000       |
| 27 Init APC Upgrade   | 200,000       | -             | -            | -          | -             | -              | 200,000      |
| 28 SSBU Radio System Install/subcontract fleet only           | 170,000       | -             | -            | -          | -             | -              | 170,000      |
| 29 SSBU Mobility Eligibility Center Trapeze Software          | 165,000       | -             | -            | -          | -             | -              | 165,000      |
| 30 Electronic Fare Collection Maintenance & Replacement       | 2,500,000     | -             | -            | 2,500,000  | -             | -              | -            |
| 31 Total Information Technology                               | 6,531,838     | -             | 757,838      | 2,500,000  | -             | -              | 3,274,000    |
| 32  |               |               |              |            |               |                |              |
| <b>33 Facilities, Safety, &amp; Admin Equip.</b>              |               |               |              |            |               |                |              |
| 34 Park and Ride Rehab and Replacement                        | 500,000       | -             | -            | -          | -             | -              | 500,000      |
| 35 Equipment Managed Reserve                                  | 250,000       | -             | -            | -          | -             | -              | 250,000      |
| 36 Facilities Managed Reserve                                 | 1,000,000     | -             | -            | -          | -             | -              | 1,000,000    |
| 37 Stations and Platforms Rehab and Replacement               | 125,000       | -             | -            | -          | -             | -              | 125,000      |
| 38 Safety projects  | 875,000       | -             | -            | -          | -             | -              | 875,000      |
| 39 Total Facilities, Safety, & Admin Equip.                   | 2,750,000     | -             | -            | -          | -             | -              | 2,750,000    |

## Original 2020 Budget

| Project Name  | 2020 Budget   | Bonds      | Grants       | Lease         | State Funding | Local Partners | UTA Funded    |
|---|---------------|------------|--------------|---------------|---------------|----------------|---------------|
| <b>40 Infrastructure State of Good Repair Projects</b>    |               |            |              |               |               |                |               |
| 41 Bus Engine/Transmission/Component Rehab/Replacement    | 1,500,000     | -          | -            | -             | -             | -              | 1,500,000     |
| 42 Light Rail Vehicle Rehab                               | 9,760,415     | -          | -            | -             | -             | -              | 9,760,415     |
| 43 Commuter Rail Vehicle Rehab                            | 2,763,779     | -          | 786,684      | -             | -             | -              | 1,977,095     |
| 44 LRV Accident Repair                                    | 1,500,000     | -          | -            | -             | -             | -              | 1,500,000     |
| 45 Rail Rehab and Replacement                             | 250,000       | -          | -            | -             | -             | -              | 250,000       |
| 46 Ballast and Ties Rehab and Replacement                 | 250,000       | -          | -            | -             | -             | -              | 250,000       |
| 47 Bridge Rehabilitation & Maintenance                    | 300,000       | -          | -            | -             | -             | -              | 300,000       |
| 48 Grade Crossings Rehab and Replacement                  | 500,000       | -          | -            | -             | -             | -              | 500,000       |
| 49 Traction Power Rehab and Replacement                   | 550,000       | 550,000    | -            | -             | -             | -              | -             |
| 50 Train Control Rehab and Replacement                    | 250,000       | -          | -            | -             | -             | -              | 250,000       |
| 51 Rail Switches & Trackwork Controls - Rehab/Replacement | 150,000       | -          | -            | -             | -             | -              | 150,000       |
| 52 Stray Current Mitigation                               | 300,000       | -          | -            | -             | -             | -              | 300,000       |
| 53 OCS Rehab and Replacement                              | 500,000       | -          | -            | -             | -             | -              | 500,000       |
| 54 Total State of Good Repair                             | 18,574,194    | 550,000    | 786,684      | -             | -             | -              | 17,237,510    |
| 55 Total State of Good Repair                             | \$ 59,897,903 | \$ 550,000 | \$ 4,320,352 | \$ 30,340,470 | \$ -          | \$ -           | \$ 24,687,081 |

## Original 2020 Budget

| Project Name                                     | 2020 Budget    | Bonds         | Grants        | Lease         | State Funding | Local Partners | UTA Funded    |
|--|----------------|---------------|---------------|---------------|---------------|----------------|---------------|
| 56 <b>Capital Projects</b>                       |                |               |               |               |               |                |               |
| 57 <b>Capital Projects</b>                       |                |               |               |               |               |                |               |
| 58 Reconfigure Meadowbrook Gate                  |                |               |               |               |               |                |               |
| 59 Paxton Avenue TRAX Crossing                   |                |               |               |               |               |                |               |
| 60 Sharp-Tintic Railroad Connection              |                |               |               |               |               |                |               |
| 61 650 South Station                             |                |               |               |               |               |                |               |
| 62 3300/3500 South MAX Expansion & Optimization  | 2,735,172      | -             | 2,550,000     | -             | -             | -              | 185,172       |
| 63 Clearfield FR Station Trail                   | 1,501,663      | -             | 1,400,000     | -             | -             | 101,663        | -             |
| 64 SL UZA Bus Bike Rack Expansion                | 35,609         | -             | 33,198        | -             | -             | -              | 2,411         |
| 65 TIGER Program of Projects                     | 11,169,660     | -             | 4,836,435     | -             | -             | 6,314,294      | 18,931        |
| 66 Box Elder Right of Way Preservation           | 1,000,000      | -             | -             | -             | -             | -              | 1,000,000     |
| 67 Weber Cnty CR ROW Preservation                | 1,500,000      | -             | -             | -             | -             | 1,500,000      | -             |
| 68 Signal Pre-emption Projects w/UDOT            | 500,000        | -             | -             | -             | -             | 500,000        | -             |
| 69 Point of Mountain AA/EIS                      | 1,500,000      | -             | -             | -             | 1,200,000     | 200,000        | 100,000       |
| 70 Office Equipment Reserve                      | 100,000        | -             | -             | -             | -             | -              | 100,000       |
| 71 Positive Train Control                        | 900,000        | -             | -             | -             | -             | -              | 900,000       |
| 72 UVU Ped Bridge                                | 2,000,000      | -             | -             | -             | -             | -              | 2,000,000     |
| 73 Operator Shack at University Medical EOL      | 350,000        | -             | -             | -             | -             | -              | 350,000       |
| 74 Vineyard Double Track                         | 10,000,000     | 9,500,000     | -             | -             | -             | 500,000        | -             |
| 75 Bus Stop Imp - System-Wide ADA                | 1,000,000      | -             | 800,000       | -             | -             | -              | 200,000       |
| 76 Wayfinding Signage Plan - S-line and TRAX     | 475,000        | -             | -             | -             | -             | -              | 475,000       |
| 77 Operator Restrooms throughout system          | 600,000        | 120,000       | 480,000       | -             | -             | -              | -             |
| 78 North Temple EOL                              | 3,400,000      | -             | -             | -             | -             | 1,400,000      | 2,000,000     |
| 79 U of U EOL                                    | 2,950,000      | -             | 2,500,000     | -             | -             | -              | 450,000       |
| 80 Fort Union EOL                                | 500,000        | -             | -             | -             | -             | -              | 500,000       |
| 81 5600 W/4500 S EOL                             | 500,000        | -             | -             | -             | -             | -              | 500,000       |
| 82 Meadowbrook Expansion                         | 2,900,000      | -             | -             | -             | -             | -              | 2,900,000     |
| 83 Operator Restrooms- Salt Lake County          | 400,000        | -             | -             | -             | -             | -              | 400,000       |
| 84 Bus Stop Improvements and signage - SL County | 2,500,000      | -             | -             | -             | -             | -              | 2,500,000     |
| 85 Capital Contingency                           | 1,000,000      | -             | -             | -             | -             | -              | 1,000,000     |
| 86 Total Capital Projects                        | 49,517,104     | 9,620,000     | 12,599,633    | -             | 1,200,000     | 10,515,957     | 15,581,514    |
| 87 Total Capital Budget                          | \$ 191,548,999 | \$ 61,611,076 | \$ 39,362,901 | \$ 30,340,470 | \$ 3,700,000  | \$ 13,415,957  | \$ 43,118,595 |





## Proposed 2020 Budget Amendment #1

| Project Name                                     | Amendment<br>#1 | Bonds | Grants     | Lease | State<br>Funding | Local<br>Partners | UTA<br>Funded |
|--|-----------------|-------|------------|-------|------------------|-------------------|---------------|
| 56 <b>Capital Projects</b>                       |                 |       |            |       |                  |                   |               |
| 57 <b>Capital Projects</b>                       |                 |       |            |       |                  |                   |               |
| 58 Reconfigure Meadowbrook Gate                  | \$ 40,000       | -     | -          | -     | -                | -                 | 40,000        |
| 59 Paxton Avenue TRAX Crossing                   | 85,000          | -     | -          | -     | -                | 85,000            | -             |
| 60 Sharp-Tintic Railroad Connection              | 700,000         | -     | 424,030    | -     | -                | 235,970           | 40,000        |
| 61 650 South Station                             | 220,000         | -     | -          | -     | -                | 200,000           | 20,000        |
| 62 3300/3500 South MAX Expansion & Optimization  | -               | -     | -          | -     | -                | -                 | -             |
| 63 Clearfield FR Station Trail                   | -               | -     | -          | -     | -                | -                 | -             |
| 64 SL UZA Bus Bike Rack Expansion                | -               | -     | -          | -     | -                | -                 | -             |
| 65 TIGER Program of Projects                     | -               | -     | -          | -     | -                | -                 | -             |
| 66 Box Elder Right of Way Preservation           | -               | -     | -          | -     | -                | -                 | -             |
| 67 Weber Cnty CR ROW Preservation                | -               | -     | -          | -     | -                | -                 | -             |
| 68 Signal Pre-emption Projects w/UDOT            | -               | -     | -          | -     | -                | -                 | -             |
| 69 Point of Mountain AA/EIS                      | -               | -     | -          | -     | -                | -                 | -             |
| 70 Office Equipment Reserve                      | -               | -     | -          | -     | -                | -                 | -             |
| 71 Positive Train Control                        | -               | -     | -          | -     | -                | -                 | -             |
| 72 UVU Ped Bridge                                | -               | -     | -          | -     | -                | -                 | -             |
| 73 Operator Shack at University Medical EOL      | -               | -     | -          | -     | -                | -                 | -             |
| 74 Vineyard Double Track                         | 3,500,000       | -     | -          | -     | 3,500,000        | -                 | -             |
| 75 Bus Stop Imp - System-Wide ADA                | -               | -     | -          | -     | -                | -                 | -             |
| 76 Wayfinding Signage Plan - S-line and TRAX     | -               | -     | -          | -     | -                | -                 | -             |
| 77 Operator Restrooms throughout system          | -               | -     | -          | -     | -                | -                 | -             |
| 78 North Temple EOL                              | -               | -     | -          | -     | -                | -                 | -             |
| 79 U of U EOL                                    | -               | -     | -          | -     | -                | -                 | -             |
| 80 Fort Union EOL                                | -               | -     | -          | -     | -                | -                 | -             |
| 81 5600 W/4500 S EOL                             | -               | -     | -          | -     | -                | -                 | -             |
| 82 Meadowbrook Expansion                         | -               | -     | -          | -     | -                | -                 | -             |
| 83 Operator Restrooms- Salt Lake County          | -               | -     | -          | -     | -                | -                 | -             |
| 84 Bus Stop Improvements and signage - SL County | -               | -     | -          | -     | -                | -                 | -             |
| 85 Capital Contingency                           | (60,000)        | -     | -          | -     | -                | -                 | (60,000)      |
| 86 Total Capital Projects                        | 4,485,000       | -     | 424,030    | -     | 3,500,000        | 520,970           | 40,000        |
| 87 Total Capital Budget                          | \$ 4,485,000    | \$ -  | \$ 424,030 | \$ -  | \$ 3,500,000     | \$ 520,970        | \$ 40,000     |

## UTA Amended 2020 Budget After Amendment #1

| Project Name  | Amended 2020  |               |              |            | State        | Local     | UTA Funded   |
|---|---------------|---------------|--------------|------------|--------------|-----------|--------------|
|   | Budget        | Bonds         | Grants       | Lease      | Funding      | Partners  |              |
| <b>1 Major Capital Projects</b>                               |               |               |              |            |              |           |              |
| 2 Depot District Maintenance Facility                         | \$ 40,936,916 | \$ 31,850,000 | \$ 3,736,916 | \$ -       | \$ 2,500,000 | \$ -      | \$ 2,850,000 |
| 3 Ogden/Weber State University BRT                            | 28,197,076    | 6,591,076     | 18,706,000   | -          | -            | 2,900,000 | -            |
| 4 Airport Station Relocation                                  | 13,000,000    | 13,000,000    | -            | -          | -            | -         | -            |
| 5 Total Major Capital Projects                                | 82,133,992    | 51,441,076    | 22,442,916   | -          | 2,500,000    | 2,900,000 | 2,850,000    |
| 6   |               |               |              |            |              |           |              |
| <b>7 State of Good Repair</b>                                 |               |               |              |            |              |           |              |
| <b>8 Revenue / Service Vehicles</b>                           |               |               |              |            |              |           |              |
| 9 Bus Replacement   | 27,566,971    | -             | 2,775,830    | 23,598,570 | -            | -         | 1,192,571    |
| 10 Replacement Paratransit                                    | 2,982,120     | -             | -            | 2,949,120  | -            | -         | 33,000       |
| 11 Van pool Van replacement                                   | 1,292,780     | -             | -            | 1,292,780  | -            | -         | -            |
| 12 Non-Rev Service Vehicle Replacement                        | 200,000       | -             | -            | -          | -            | -         | 200,000      |
| 13 Total Revenue/Service Vehicles                             | 32,041,871    | -             | 2,775,830    | 27,840,470 | -            | -         | 1,425,571    |
| 14  |               |               |              |            |              |           |              |
| <b>15 Information Technology</b>                              |               |               |              |            |              |           |              |
| 16 E Voucher Software Development (pending grant)             | 757,838       | -             | 757,838      | -          | -            | -         | -            |
| 17 In-house Application Development & Enhancements            | 400,000       | -             | -            | -          | -            | -         | 400,000      |
| 18 New MS SQL Server Licenses                                 | 145,000       | -             | -            | -          | -            | -         | 145,000      |
| 19 Radio Communication Infrastructure                         | 150,000       | -             | -            | -          | -            | -         | 150,000      |
| 20 Server, Storage Infrastructure Equipment and Software      | 400,000       | -             | -            | -          | -            | -         | 400,000      |
| 21 Rail Communication On-Board Technology                     | 230,000       | -             | -            | -          | -            | -         | 230,000      |
| 22 Info Security Equip & SW (PCI Compliance & Cyber Security) | 274,000       | -             | -            | -          | -            | -         | 274,000      |
| 23 Bus Communication On-Board Technology                      | 300,000       | -             | -            | -          | -            | -         | 300,000      |
| 24 IT Managed Reserved (formerly IT Pool)                     | 290,000       | -             | -            | -          | -            | -         | 290,000      |
| 25 Network & Infrastructure Equipment                         | 500,000       | -             | -            | -          | -            | -         | 500,000      |
| 26 FrontRunner WiFi Enhancements                              | 50,000        | -             | -            | -          | -            | -         | 50,000       |
| 27 Init APC Upgrade   | 200,000       | -             | -            | -          | -            | -         | 200,000      |
| 28 SSBU Radio System Install/subcontract fleet only           | 170,000       | -             | -            | -          | -            | -         | 170,000      |
| 29 SSBU Mobility Eligibility Center Trapeze Software          | 165,000       | -             | -            | -          | -            | -         | 165,000      |
| 30 Electronic Fare Collection Maintenance & Replacement       | 2,500,000     | -             | -            | 2,500,000  | -            | -         | -            |
| 31 Total Information Technology                               | 6,531,838     | -             | 757,838      | 2,500,000  | -            | -         | 3,274,000    |
| 32  |               |               |              |            |              |           |              |
| <b>33 Facilities, Safety, &amp; Admin Equip.</b>              |               |               |              |            |              |           |              |
| 34 Park and Ride Rehab and Replacement                        | 500,000       | -             | -            | -          | -            | -         | 500,000      |
| 35 Equipment Managed Reserve                                  | 250,000       | -             | -            | -          | -            | -         | 250,000      |
| 36 Facilities Managed Reserve                                 | 1,000,000     | -             | -            | -          | -            | -         | 1,000,000    |
| 37 Stations and Platforms Rehab and Replacement               | 125,000       | -             | -            | -          | -            | -         | 125,000      |
| 38 Safety projects  | 875,000       | -             | -            | -          | -            | -         | 875,000      |
| 39 Total Facilities, Safety, & Admin Equip.                   | 2,750,000     | -             | -            | -          | -            | -         | 2,750,000    |

## UTA Amended 2020 Budget After Amendment #1

| Project Name |  | Amended 2020<br>Budget | Bonds          | Grants           | Lease             | State<br>Funding | Local<br>Partners | UTA Funded        |
|--------------|--|------------------------|----------------|------------------|-------------------|------------------|-------------------|-------------------|
| 40           | <b>Infrastructure State of Good Repair Projects</b>    |                        |                |                  |                   |                  |                   |                   |
| 41           | Bus Engine/Transmission/Component Rehab/Replacement    | 1,500,000              | -              | -                | -                 | -                | -                 | 1,500,000         |
| 42           | Light Rail Vehicle Rehab                               | 9,760,415              | -              | -                | -                 | -                | -                 | 9,760,415         |
| 43           | Commuter Rail Vehicle Rehab                            | 2,763,779              | -              | 786,684          | -                 | -                | -                 | 1,977,095         |
| 44           | LRV Accident Repair                                    | 1,500,000              | -              | -                | -                 | -                | -                 | 1,500,000         |
| 45           | Rail Rehab and Replacement                             | 250,000                | -              | -                | -                 | -                | -                 | 250,000           |
| 46           | Ballast and Ties Rehab and Replacement                 | 250,000                | -              | -                | -                 | -                | -                 | 250,000           |
| 47           | Bridge Rehabilitation & Maintenance                    | 300,000                | -              | -                | -                 | -                | -                 | 300,000           |
| 48           | Grade Crossings Rehab and Replacement                  | 500,000                | -              | -                | -                 | -                | -                 | 500,000           |
| 49           | Traction Power Rehab and Replacement                   | 550,000                | 550,000        | -                | -                 | -                | -                 | -                 |
| 50           | Train Control Rehab and Replacement                    | 250,000                | -              | -                | -                 | -                | -                 | 250,000           |
| 51           | Rail Switches & Trackwork Controls - Rehab/Replacement | 150,000                | -              | -                | -                 | -                | -                 | 150,000           |
| 52           | Stray Current Mitigation                               | 300,000                | -              | -                | -                 | -                | -                 | 300,000           |
| 53           | OCS Rehab and Replacement                              | 500,000                | -              | -                | -                 | -                | -                 | 500,000           |
| 54           | <b>Total State of Good Repair</b>                      | <b>18,574,194</b>      | <b>550,000</b> | <b>786,684</b>   | <b>-</b>          | <b>-</b>         | <b>-</b>          | <b>17,237,510</b> |
| 55           | <b>Total State of Good Repair</b>                      | <b>59,897,903</b>      | <b>550,000</b> | <b>4,320,352</b> | <b>30,340,470</b> | <b>-</b>         | <b>-</b>          | <b>24,687,081</b> |



## UTA Amended 2020 Budget After Amendment #1

| Project Name |   | Amended 2020<br>Budget | Bonds         | Grants        | Lease         | State<br>Funding | Local<br>Partners | UTA Funded    |
|--------------|---|------------------------|---------------|---------------|---------------|------------------|-------------------|---------------|
| 56           | <b>Capital Projects</b>                       |                        |               |               |               |                  |                   |               |
| 57           | <b>Capital Projects</b>                       |                        |               |               |               |                  |                   |               |
| 58           | Reconfigure Meadowbrook Gate                  | 40,000                 | -             | -             | -             | -                | -                 | 40,000        |
| 59           | Paxton Avenue TRAX Crossing                   | 85,000                 | -             | -             | -             | -                | 85,000            | -             |
| 60           | Sharp-Tintic Railroad Connection              | 700,000                | -             | 424,030       | -             | -                | 235,970           | 40,000        |
| 61           | 650 South Station                             | 220,000                | -             | -             | -             | -                | 200,000           | 20,000        |
| 62           | 3300/3500 South MAX Expansion & Optimization  | 2,735,172              | -             | 2,550,000     | -             | -                | -                 | 185,172       |
| 63           | Clearfield FR Station Trail                   | 1,501,663              | -             | 1,400,000     | -             | -                | 101,663           | -             |
| 64           | SL UZA Bus Bike Rack Expansion                | 35,609                 | -             | 33,198        | -             | -                | -                 | 2,411         |
| 65           | TIGER Program of Projects                     | 11,169,660             | -             | 4,836,435     | -             | -                | 6,314,294         | 18,931        |
| 66           | Box Elder Right of Way Preservation           | 1,000,000              | -             | -             | -             | -                | -                 | 1,000,000     |
| 67           | Weber Cnty CR ROW Preservation                | 1,500,000              | -             | -             | -             | -                | 1,500,000         | -             |
| 68           | Signal Pre-emption Projects w/UDOT            | 500,000                | -             | -             | -             | -                | 500,000           | -             |
| 69           | Point of Mountain AA/EIS                      | 1,500,000              | -             | -             | -             | 1,200,000        | 200,000           | 100,000       |
| 70           | Office Equipment Reserve                      | 100,000                | -             | -             | -             | -                | -                 | 100,000       |
| 71           | Positive Train Control                        | 900,000                | -             | -             | -             | -                | -                 | 900,000       |
| 72           | UVU Ped Bridge                                | 2,000,000              | -             | -             | -             | -                | -                 | 2,000,000     |
| 73           | Operator Shack at University Medical EOL      | 350,000                | -             | -             | -             | -                | -                 | 350,000       |
| 74           | Vineyard Double Track                         | 13,500,000             | 9,500,000     | -             | -             | 3,500,000        | 500,000           | -             |
| 75           | Bus Stop Imp - System-Wide ADA                | 1,000,000              | -             | 800,000       | -             | -                | -                 | 200,000       |
| 76           | Wayfinding Signage Plan - S-line and TRAX     | 475,000                | -             | -             | -             | -                | -                 | 475,000       |
| 77           | Operator Restrooms throughout system          | 600,000                | 120,000       | 480,000       | -             | -                | -                 | -             |
| 78           | North Temple EOL                              | 3,400,000              | -             | -             | -             | -                | 1,400,000         | 2,000,000     |
| 79           | U of U EOL                                    | 2,950,000              | -             | 2,500,000     | -             | -                | -                 | 450,000       |
| 80           | Fort Union EOL                                | 500,000                | -             | -             | -             | -                | -                 | 500,000       |
| 81           | 5600 W/4500 S EOL                             | 500,000                | -             | -             | -             | -                | -                 | 500,000       |
| 82           | Meadowbrook Expansion                         | 2,900,000              | -             | -             | -             | -                | -                 | 2,900,000     |
| 83           | Operator Restrooms- Salt Lake County          | 400,000                | -             | -             | -             | -                | -                 | 400,000       |
| 84           | Bus Stop Improvements and signage - SL County | 2,500,000              | -             | -             | -             | -                | -                 | 2,500,000     |
| 85           | Capital Contingency                           | 940,000                | -             | -             | -             | -                | -                 | 940,000       |
| 86           | Total Capital Projects                        | 54,002,104             | 9,620,000     | 13,023,663    | -             | 4,700,000        | 11,036,927        | 15,621,514    |
| 87           | Total Capital Budget                          | \$ 196,033,999         | \$ 61,611,076 | \$ 39,786,931 | \$ 30,340,470 | \$ 7,200,000     | \$ 13,936,927     | \$ 43,158,595 |



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Sr. Manager – Real Estate and TOD

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Woods Cross Station Area Plan</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Discussion Item</b>   |
| <b>RECOMMENDATION:</b>   | Informational Item for Discussion  |
| <b>BACKGROUND:</b>       | Per state statute and UTA policy, the Local Advisory Council reviews and recommends adoption of Station Area Plans for all TOD projects, and the Board of Trustees must adopt the plans before they can be implemented. Woods Cross City and UTA have completed a Station Area Plan for the Woods Cross FrontRunner Station. This plan will potentially be presented to the Local Advisory Council on February 19, 2020.   |
| <b>DISCUSSION:</b>       | <p>Station Area Plans are designed to be a shared vision between UTA, the municipality, and other key stakeholders. It is intended to guide all future decisions related to the development of the area, including UTA-owned properties.</p> <p>The Woods Cross Station area plan considers the constraints of the station site and provides three potential development scenarios and the key stakeholders' preferred scenario. The preferred scenario includes enhanced connections to the station, some reconfiguration of UTA parking facilities, and improvements on UTA's adjacent property.</p> |
| <b>ATTACHMENTS:</b>      | <ol style="list-style-type: none"><li>1) Woods Cross Station Area Plan (SAP) - Strategic Recommendations</li><li>2) Woods Cross SAP - Strategic Recommendations Appendix</li></ol>   |



# STRATEGIC RECOMMENDATIONS

## WOODS CROSS STATION AREA

June 21, 2019

City of Woods Cross | Wasatch Front Regional Council | Utah Transit Authority

## **Project Timeline**

January 2019 - June 2019

## **Funding**

This project was funded by Wasatch Front Regional Council Transportation & Land Use Connection with a local contribution.

## **Acknowledgements**

Tim Stephens | Woods Cross City, Community Development

Christy Dahlberg | Wasatch Front Regional Council

Kevin Leo | Utah Transit Authority

## **Government Officials**

Gary Uresk | Woods Cross City Administrator

Duane Huffman | West Bountiful City Administrator

Steven Snow | Davis School District

Julie Checketts | Woods Cross City Council

Gary Sharp | Woods Cross Planning Commission

Joseph Rupp | Woods Cross Planning Commission

Leo Beecher | Former Woods Cross Planning Commission

# TABLE OF CONTENTS

|   |    |
|---|----|
| EXECUTIVE SUMMARY .....                   | 1  |
| Project Summary .....                     | 1  |
| Community Engagement .....                | 2  |
| Existing Conditions Assessments .....     | 3  |
| Proposed Scenarios .....                  | 4  |
| Preferred Scenario .....                  | 6  |
| Implementation Plan .....                 | 8  |
| Appendix .....                            | 12 |
| STATION AREA VISION .....                 | 13 |
| Station Access Framework .....            | 13 |
| Land Use Framework .....                  | 18 |
| Priority Projects .....                   | 24 |
| Business Case .....                       | 30 |
| Funding Strategies .....                  | 34 |
| Policy & Regulatory Recommendations ..... | 36 |

# EXECUTIVE SUMMARY

## PROJECT SUMMARY

The purpose of the Woods Cross Station Area Vision is to integrate transportation and land uses, enhance ridership, create a more vibrant and livable community, and better prepare for future infrastructure improvements such as the planned Bus Rapid Transit line terminating at Woods Cross Station.

Planning for the Woods Cross Station Area (Station Area) addresses the Woods Cross Station, two UTA Park and Rides, some commercial uses, undeveloped land, and a large amount of industrial uses, most notably Holly Refining. The project also considers a larger influence area that includes I-15 to the east, single-family residential to the south, and undeveloped land to the west.

Over six months, from January to June 2019, assessment of the existing conditions, identification of constraints and opportunities, scenario options, one Preferred Scenario, and strategic implementation recommendations were developed. The resulting Vision includes the Preferred Scenario and an Implementation Plan.

Figure 1. Woods Cross Station Planning Area

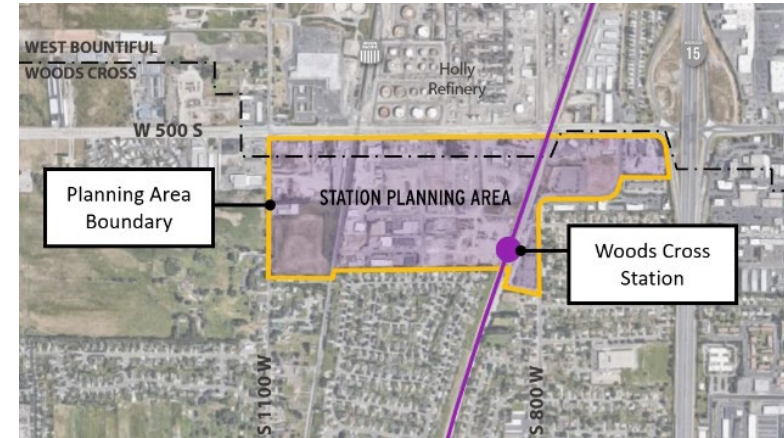
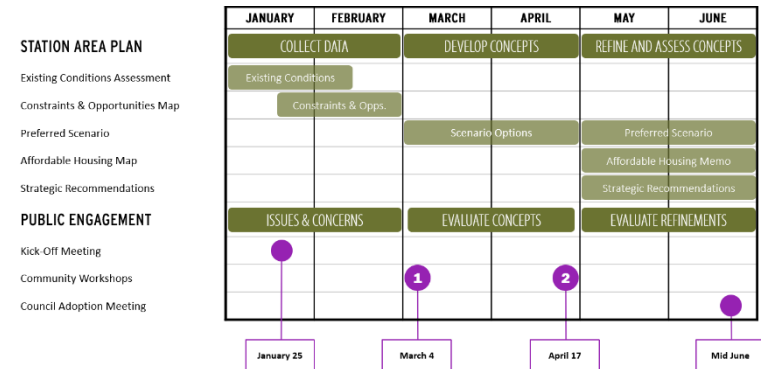


Figure 2. Project Schedule





## COMMUNITY ENGAGEMENT

*In order to ensure the Vision accurately reflected the needs and desires of the community, the project included one stakeholder engagement session and two community workshops.*

### Stakeholder Engagement Sessions

Stakeholder engagement sessions were held in January 2019 to discuss the project goals, process and schedule, and identify issues and concerns in a one-on-one or small group setting. Stakeholders included City staff and elected officials, business and property owners, and study area residents.

### Community Workshop 1

The first community workshop, held in March 2019, began with a presentation of the market analysis, transportation and environmental conditions, and opportunities and constraints assessment. The presentation was followed by table discussions during which participants discussed issues and concerns and provided feedback on the presented analysis. Key issues to be resolved included:

- Poor connections to the western half of the Station Area.
- Unsafe and discontinuous walking and biking access to the station.
- W 500 S congested creates a station access barrier.
- Employment and retail/commercial uses rather than residential uses were preferable due to impacts of Holly Refinery.
- Development should protect and enhance existing businesses and homes.

### Community Workshop 2

The second community workshop, held in April 2019, included the presentation of background information assessments and three draft scenarios. Input was solicited to inform the selection of a preferred scenario. The workshop included table discussions and evaluations of the draft scenarios.

Figure 3. Community Workshop 1



Figure 4. Community Workshop 1



## EXISTING CONDITIONS ASSESSMENTS

*The existing conditions assessments analyzed Station Area market and transportation conditions to help inform the proposed scenarios.*

### Market Assessment Summary

A Station Area market assessment analyzed demographic and development trends and market demand for potential redevelopment.

The market assessment identified regional demographic and development trends that are promising for the Station Area, including:

- The Salt Lake City metro region's population is growing rapidly with high rates of both employment and development growth.
- High demand for flex-space employment and some demand for office and retail space.
- High demand for multi-family housing, however, proximity to Holly Refining and other industrial uses limits the feasibility of residential development in the Station Area.

The market demand assessment for each development type is listed below.

Table 1. Short-Term Market Demand Summary

| DEVELOPMENT TYPE         | DEMAND                        |
|--------------------------|-------------------------------|
| Flex Space Employment    | 20,000 – 50,000 sf            |
| Office                   | 10,000 – 25,000 sf            |
| Retail                   | 3,000 – 15,000 sf             |
| Multi-Family Residential | 200 – 300 du at 25–35 du/acre |

### Transportation Assessment Summary

A Station Area transportation assessment analyzed existing and future transportation infrastructure, including roadways, rail lines, public transit, and walking and biking infrastructure.

The transportation assessment revealed the following key elements or concerns:

- W 500 S is often congested and delayed due to multiple rail lines, Holly Refining's loading dock, and the I-15 entrance and exit.
- Several station access barriers limit walking, biking and auto access, including multiple rail lines, I-15, W 500 S, and limited bike infrastructure.
- Bike infrastructure in the Station Area is limited and walkability is low due to access barriers and a lack of mixed-use development.



## PROPOSED SCENARIOS

Three proposed scenarios that included frameworks for station access and land use were developed.

### Minimal Change Scenario

This scenario identifies walking and biking station access improvements, partial UTA Park and Ride redevelopment, and the following station access and land use elements:

- A multi-use trail on W 500 S, bike lanes on S 800 W, W 700 S and S 700 W, and a BRT station platform.
- Vacant parcel office development, an expanded Park and Ride, a station square with a retail pavilion, and neighborhood-serving retail.

### Moderate Change Scenario

The Moderate Change Scenario builds on the Minimal Change Scenario, proposing additional redevelopment of the UTA Park and Ride, a connection to the western half of the Station Area, and the following station access and land use elements:

- Walking & biking bridge over the train tracks with a multi-use trail to S 950 W, and a multi-use trail on S 950 W.
- Townhomes and a West Park and Ride with a new driveway/roadway (S 850 W).

### Greater Change Scenario

The Greater Change Scenario builds on the Moderate Change Scenario to fully link the western and eastern halves of the Station Area with a new motor vehicle bridge, a grid of streets, and a flex-space employment district. This scenario includes the following station access and land use elements:

- 'Northwest Quadrant Road' with bridges over the train tracks, realigned W 700 S, new roadway (S 850 W), and roadway and access improvements to W 850 S.
- Flex-space employment, retail and open space amenities

Figure 5. Minimal Change Scenario

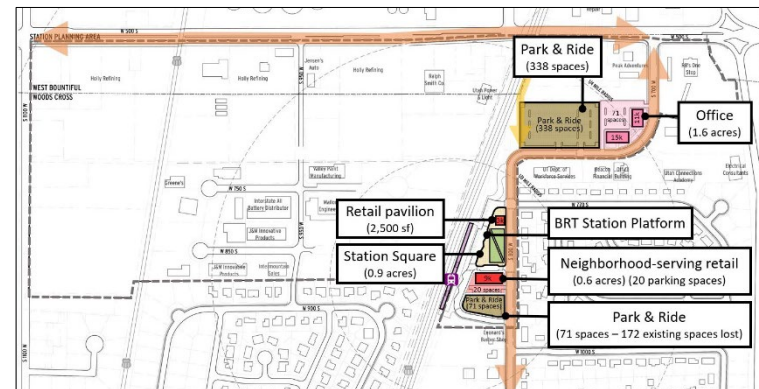


Figure 6. Moderate Change Scenario

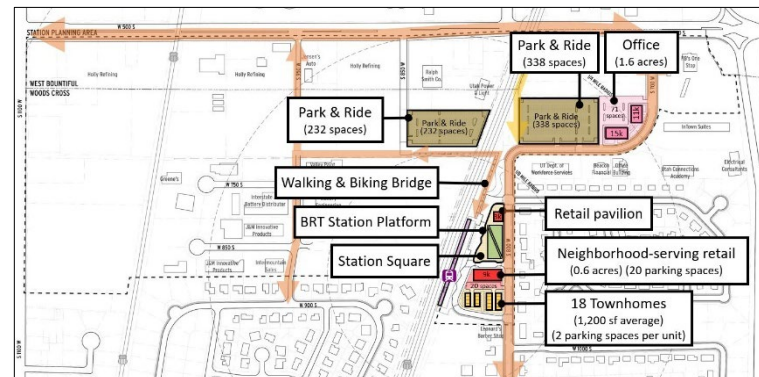
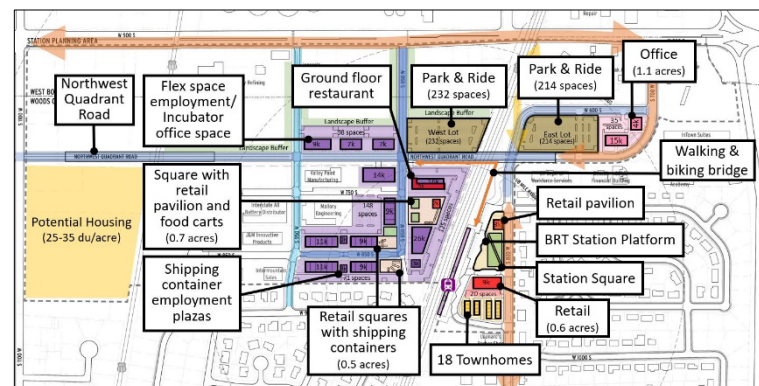


Figure 7. Greater Change Scenario



### Community Response to Proposed Scenarios

During the second community workshop, community members evaluated each of the scenarios through table discussions and response sheets. Response sheet results are listed in the table below.

Table 2. Community Workshop 2 Response Sheet Results

| MINIMAL CHANGE SCENARIO |   | MODERATE CHANGE SCENARIO |    | GREATER CHANGE SCENARIO |    |
|-------------------------|---|--------------------------|----|-------------------------|----|
| Good                    | 9 | Good                     | 10 | Good                    | 20 |
| Fair                    | 8 | Fair                     | 6  | Fair                    | 2  |
| Poor                    | 6 | Poor                     | 5  | Poor                    | 3  |
| Other                   | 2 | Other                    | 3  | Other                   | -  |

Figure 8. Community Workshop 2



## PREFERRED SCENARIO

The preferred scenario represents an ambitious, yet realistic, land use and station access framework based on both technical analysis and stakeholder, community and City staff input.

The Preferred Scenario includes all of the Moderate Change Scenario elements, listed below.

### Station Access

- W 500 S Multi-Use Trail
- Bike lanes on S 800 W, W 700 S, and S 700 W
- Sidewalk on S 700 W
- Potential multi-use trail through Holly Refining’s loading dock
- Walking & biking bridge with multi-use trail to S 950 W
- S 950 W multi-use trail
- New roadway/driveway (S 850 W)
- Potential BRT station platform

### Land Use

- Station square with retail pavilion
- Neighborhood-serving retail
- Townhomes
- Office
- North Park and Ride expansion
- West Park and Ride

The Preferred Scenario does not preclude potential long-term station access and land use elements such as new roadways and bridges and flex-space employment development west of the train tracks.

Figure 9. Preferred Scenario

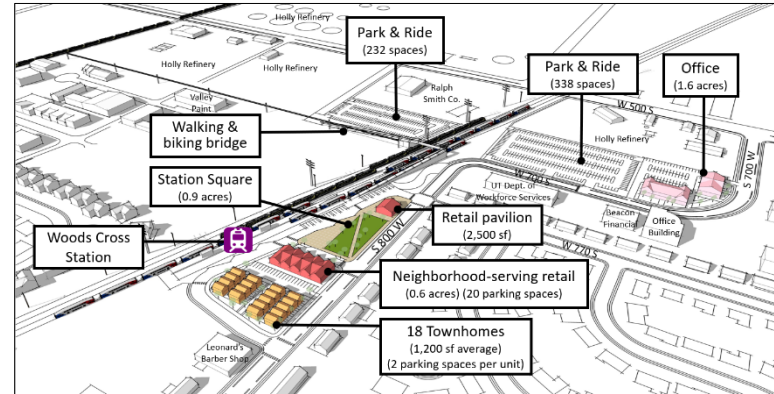
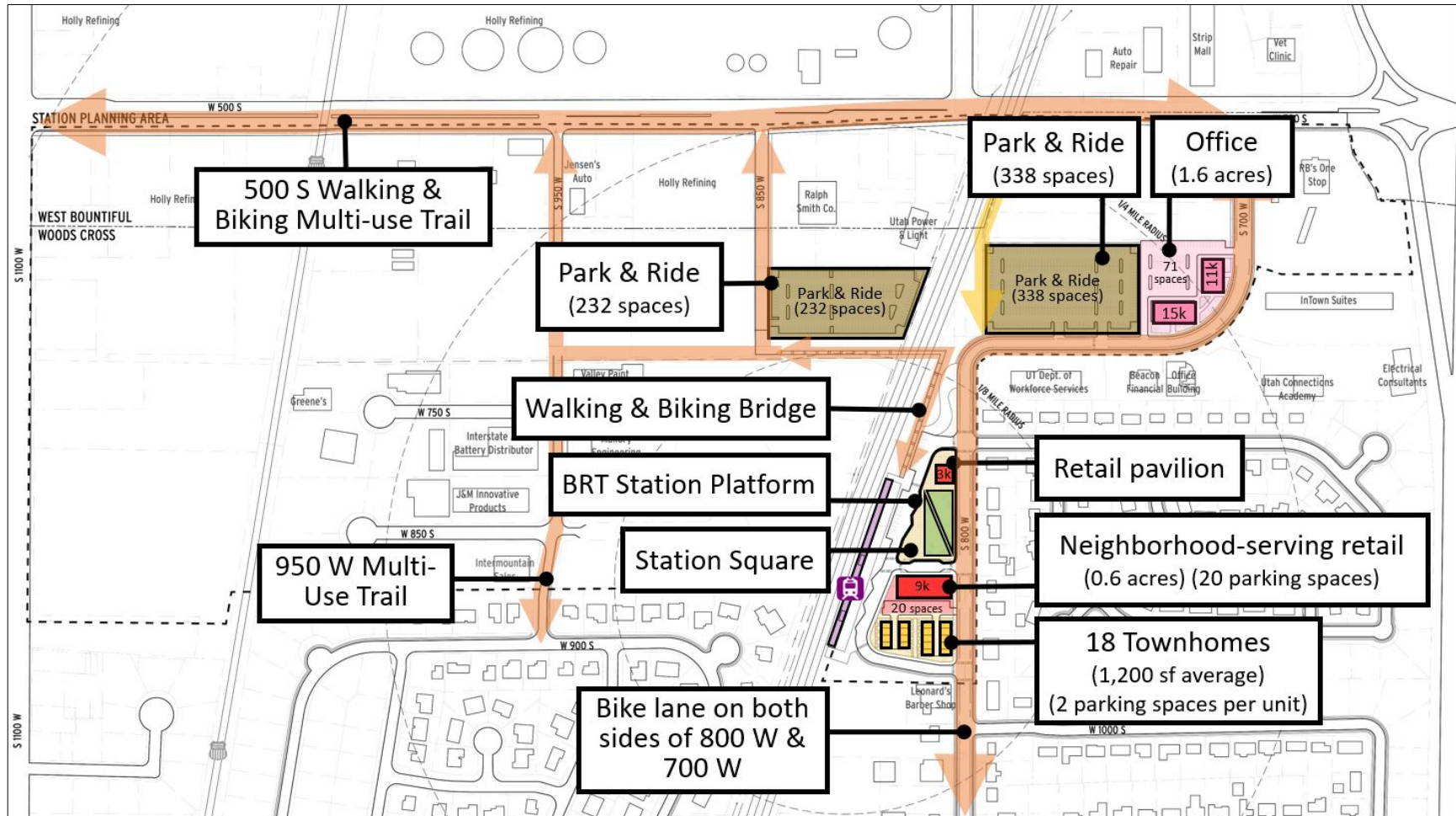


Figure 10. Preferred Scenario Development Summary

| LAND USE       | DENSITY (DU/AC) | DWELLING UNITS (DU) | FLOOR AREA (SF)          | PARCEL AREA (ACRES) |
|----------------|-----------------|---------------------|--------------------------|---------------------|
| OFFICE         | -               | -                   | 26,000 sf                | 1.6 acres           |
| RETAIL         | -               | -                   | 9,000 sf                 | 0.6 acres           |
| TOWNHOMES      | 25 du/ac        | 18 du               | 22,000 sf                | 0.7 acres           |
| PARK & RIDE    | -               | -                   | -                        | -                   |
| STATION SQUARE | -               | -                   | 2,000 sf retail pavilion | 0.9 acres           |
| TOTAL          | 25 du/ac        | 18 du               | 59,000 sf                | 3.8 acres           |



Figure 11. Preferred Scenario Station Access & Land Use



## IMPLEMENTATION PLAN

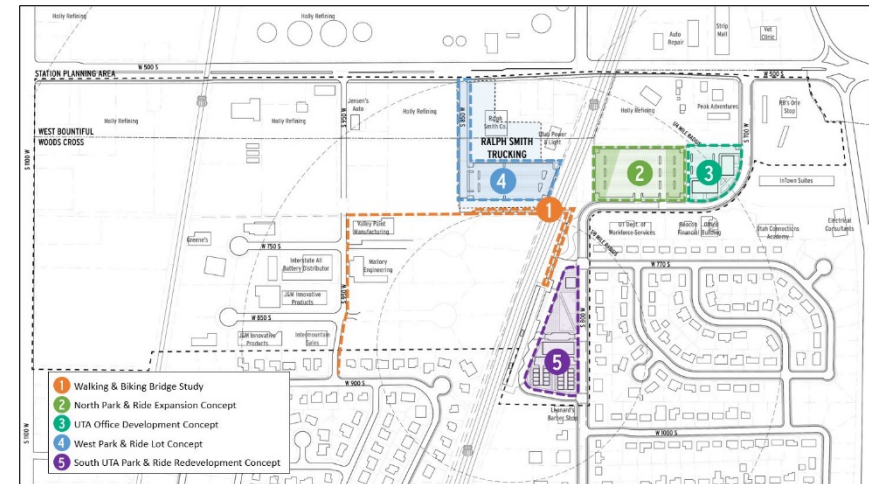
The implementation plan includes priority projects, short-term actions, responsibilities, and sequencing of priority projects that will in turn establish momentum for the development of the overall station area vision. The implementation plan is based on a business-case, a simplified cost-benefit assessment of proposed redevelopment. Funding strategies have been identified to minimize the financial risk for Woods Cross and the Utah Transit Authority, and a limited number of policy and regulatory amendments have been identified to ensure that redevelopment will occur as envisioned.

### Priority Projects

Five priority projects have been identified:

1. Walking and Biking Bridge Study
2. North Park and Ride Expansion
3. Office Parcel Redevelopment
4. West Park and Ride
5. South Park and Ride Redevelopment

Figure 12. Priority Projects Map



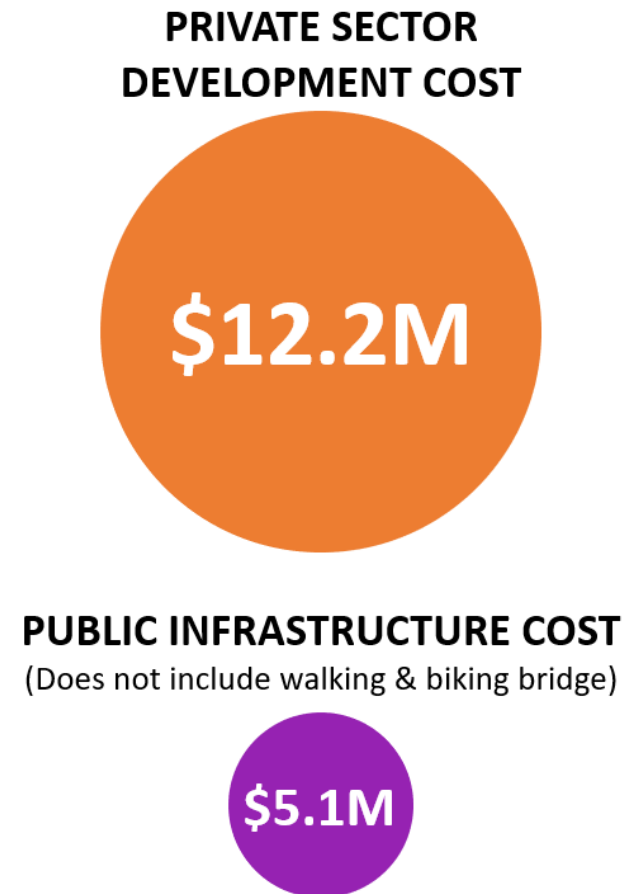
### Business Case Assessment

The business case provides a simplified return-on-investment cost-benefit assessment of proposed redevelopment. The assessment identifies the tax value of private sector development generated by the Preferred Scenario and the public infrastructure investment that would be required to leverage the anticipated private sector investment.

Multiple development scenarios exist, including the potential for public-private partnerships that could significantly change the overall structure of the financial returns. Assuming no public sector participation, the investment is anticipated to generate a cash-on-cash return of approximately 6.5%. This return by itself is not likely to attract the interest of a private-sector developer. Additional partnering will be required to achieve the 10% cash-on-cash return threshold preferred by developers. To generate additional development interest, the assessment suggests:

- A financing gap should be investigated for private sector development to bring the cash-on-cash return threshold closer to 10%.
- A single private-sector developer should be pursued to implement all of the redevelopment activities on UTA-owned parcels.

Figure 13. Cost-Benefit Assessment of Proposed Priority Projects



## Funding Strategies

To fill the financing gap, funding strategies have been identified to minimize the financial risk for Woods Cross and the Utah Transit Authority. Funding will depend on community advocacy and political support. It is recommended that the City work closely with the Wasatch Front Regional Council to determine a public-private development financing strategy for obtaining funding from the state or other sources, such as:

- Tax Increment Financing** If there is political interest in pursuing Tax Increment Financing, the project may be able to achieve the necessary rates of return to attract private sector investment. The anticipated tax increment at modest participation rates will likely create the economic parameters needed to sufficiently incentivize a private developer to partner with the community to construct the private development components outlined in the Priority Projects list. Overall, the proposed Priority Projects will generate an estimated tax revenue of approximately \$1.7M over a 25-year period.
- Public Infrastructure Financing** Multiple potential incentive options and funding sources were analyzed to identify funding sources. Smaller, more targeted funding sources that align with identified priority projects are available, such as the Safe Routes Utah program, and could help fund a portion of the project costs that are related to pedestrian and bike paths. Another potential funding source within this category is the USDOT Transportation Alternatives Program, which may be able to fund a portion of the pedestrian and bike path infrastructure. As part of the recommended feasibility projects, other sources should be identified.

Figure 14. Potential Private Development Financing Strategy

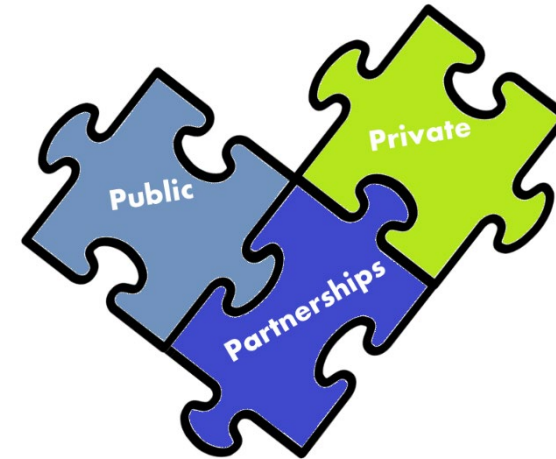


Figure 15. Potential Public Infrastructure Financing Strategy



**Policy & Regulatory Recommendations**

The Vision is largely consistent with the existing Woods Cross zoning ordinance. A limited number of amendments are recommended to further the successful implementation of the Vision.

**General Plan Recommendations**

- Moderate Income Housing Plan Policies should loosen housing restrictions to allow housing in the S-1 Zone.
- Moderate Income Housing Plan Policies should increase densities by removing additional land requirements associated with additional multi-family units in S-1 zones.

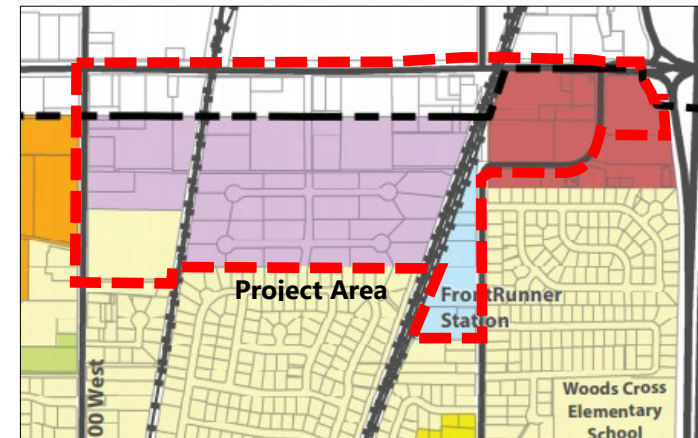
**Zoning Code Recommendations**

- General Commercial Zone (C-2): Existing space requirements may limit the amount of new development. Consider reducing parking requirements for office development.
- Special Use Zone (S-1): The ensure that the proposed development is possible, consider reducing parking requirements and permitting multi-family residential.
- Light Industrial/Business Park Zone (I-1): Park and Ride should be a permitted or conditional use within this zone.

Figure 16. General Plan Moderate Income Housing Plan Recommendations

| Summary of Permitted (P) and Conditional (C) Housing Uses in Woods Cross City Zoning Districts |                       |        |         |          |                          |
|--|-----------------------|--------|---------|----------|--------------------------|
|  | Single-Family Housing | Duplex | Triplex | Fourplex | Planned Unit Development |
| A-1  | P                     |        |         |          |                          |
| R-1-8  | P                     |        |         |          | C                        |
| R-1-10   | P                     |        |         |          | C                        |
| R-2  | P                     | P      |         |          |                          |
| R-4  | P                     | P      | P       | P        |                          |
| C-1  |                       |        |         |          |                          |
| C-2  |                       |        |         |          |                          |
| S-1  | C                     | C      |         |          |                          |
| I-1  |                       |        |         |          |                          |
| I-2  |                       |        |         |          |                          |
| AP   |                       |        |         |          |                          |
| I-1A   |                       |        |         |          |                          |
| LGC  |                       |        |         |          |                          |
| LGN  | C                     | C      | C       | C        | C                        |

Figure 17. Zoning Code Recommendations



**Land Use Zones**

- General Commercial Zone C-2
- Special Use Zone S-1
- Light Industrial / Business Park Zone I-1



## APPENDIX

In the appendix to this Strategic Recommendations memorandum additional detail and supporting information is provided, including technical memoranda covering the following topics:

- Business Case & Funding Strategies Memorandum
- Affordable Housing Policy & Zoning Memorandum
- Transportation Conditions Memorandum
- Long-Term Scenario

## STATION AREA VISION

The Station Area Vision responds to the opportunities and constraints of the Station Area, adopted policies and plans, market and transportation analysis, community input, and the goals and objectives of the City, WFRC and UTA. The Station Area Vision is composed of station access and land use frameworks developed from the Moderate Change Scenario and Priority Projects, supported by the business case, funding strategies, and policy and regulatory amendment recommendations.

### STATION ACCESS FRAMEWORK

*Station access includes walking, biking, auto and truck access within and around the Station Area. The station access framework emphasizes development of complete streets to provide safe, direct and convenient access to and from Woods Cross Station.*

Complete streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, drivers, and transit riders of all ages and abilities. Complete streets prioritize walkers and bikers over drivers of cars and trucks, while still maintaining efficient and effective car and truck access. Transit-oriented station access prioritizes a 5-minute walk (1/4-mile) and 5-minute bike ride (1 mile) from the station. The majority of station ridership comes from the 5-minute walk and 5-minute ride areas.

The station access framework improves and expands upon existing pedestrian and bicycle access to the station and connects a segmented Station Area via a proposed walking and biking bridge over the train tracks. The station access framework does not include any changes to existing auto and truck infrastructure and does not significantly improve congestion and barriers on W 500 S.

Figure 18. Complete Streets Priorities

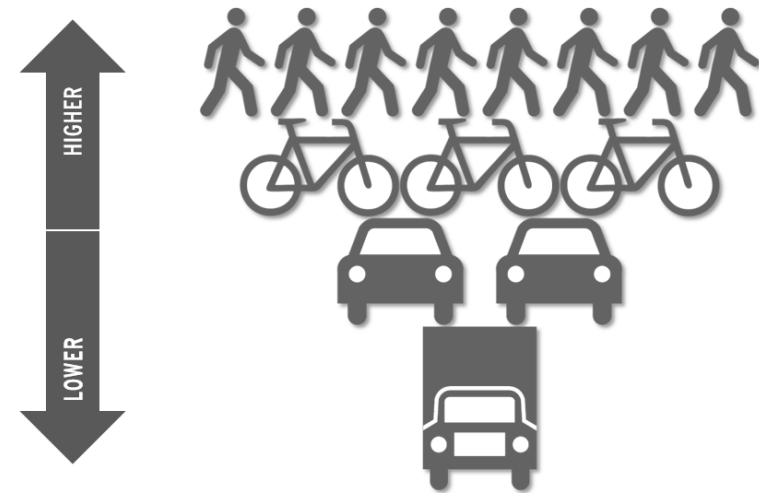
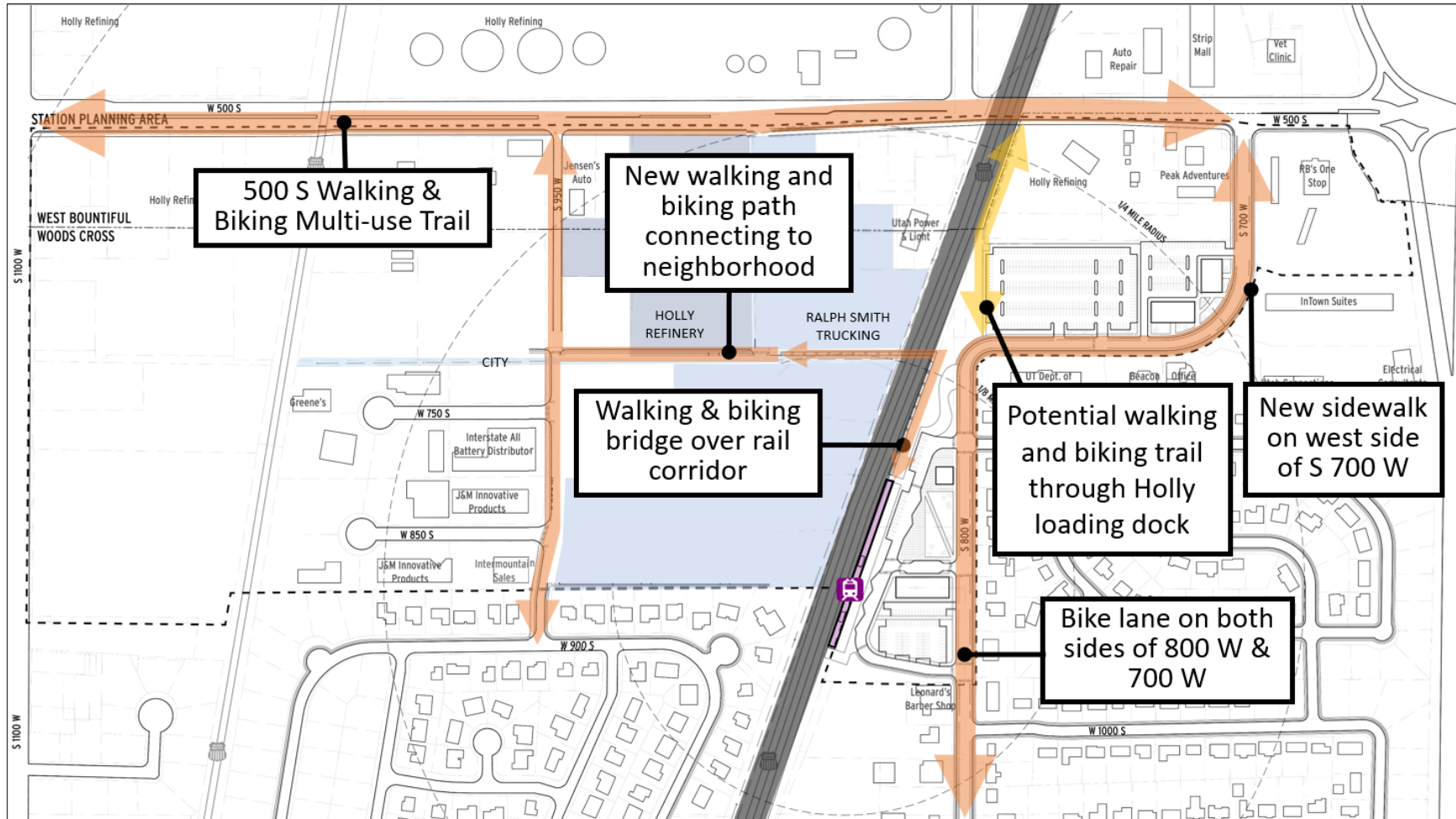


Figure 19. Station Access Framework



### W 500 S Multi-Use Trail

A new multi-use trail is proposed along W 500 S, from S 700 W west to the Legacy Parkway Trail, creating safe and convenient access between the station and the regional trail. The multi-use trail would:

- Be located on the south side of W 500 S.
- Include a 12-foot-wide walking and biking trail with a 4-foot-wide landscape buffer.
- Replace the existing bike lane, stay within the existing right-of-way, and leave existing travel lanes unchanged.
- Narrow the existing curb-to-curb dimension and require a new curb along the south side of W 500 S.

### Bike Lane on S 800 W, W 700 S, and S 700 W

A new bike lane would create safe and convenient bike access from Woods Cross Station north to W 500 S and south to W 1500 S. The bike lane would:

- Be located on both sides of S 800 W, W 700 S and S 700 W.
- Include a 6-foot-wide lane with 2-foot-wide painted buffer.
- Replace curbside parking where parking occurs.

### Infill Sidewalk on S 700 W

A new sidewalk would complete the walking access route north to W 500 S and would:

- Be located along the west side S 700 W and a small portion of the north side of W 700 S.
- Include a 5-foot-wide sidewalk and landscape buffer consistent with existing conditions.

### Potential Multi-Use Trail

A potential new multi-use trail would extend from S 800 W and pass through Holly Refinery property up to W 500 S. Additional study and coordination with Holly Refinery is required to determine the feasibility of this trail.

Figure 20. W 500 S Multi-Use Trail Concept



Figure 21. Bike Lane on S 800 W Concept



### Walking & Biking Bridge

A proposed walking and biking bridge across the Union Pacific and UTA rail corridor would connect the western half of the Station Area to Woods Cross Station. The walking and biking bridge would include elements such as a bridge, ramps, stairs and elevators, and a multi-use trail.

On the eastern side of the train tracks, the bridge ramp would begin just north of the station platform and fit within the existing landscape buffer between the train tracks and parking lot. The existing Park and Ride sidewalk and handicapped parking would not be impacted. On the west side of the tracks, the bridge ramp and connecting multi-use trail would be aligned with an existing City-owned powerline right-of-way. The bridge would include:

- A 12-foot-wide structure with an ADA accessible slope and design.
- A 10-foot-tall fence enclosing the bridge.
- A clear height of 25-feet over the train tracks, meeting the requirements of both Union Pacific and UTA.
- Stairs and elevators to accompany the ramp.

Included in the bridge concept is a multi-use trail that extends from the western base of the bridge ramp to the proposed walking and biking improvements on S 950 W. The multi-use trail would include:

- 12-foot-wide multi-use trail with 5-foot-wide landscape buffer aligned along the City-owned powerline right of way

Figure 22. Walking & Biking Bridge Concept



### S 950 W Multi-Use Trail

A new walking and biking trail along S 950 W connecting the existing residential neighborhood to Woods Cross Station would:

- Be located along the east side of S 950 W, completely within existing public right-of-way. To accommodate the trail, the existing roadway would be narrowed from 37-feet to 25-feet wide.
- Include a 12-foot-wide multi-use trail with 5-foot-wide landscape buffer.

### Future Bus Rapid Transit

The station access framework incorporates the planned Bus Rapid Transit line that will link downtown Salt Lake City to Woods Cross Station. The programmatic, operations and other BRT requirements are not currently available. However, based on transit-facility best practice design, the concept includes:

- Three curbside bus bays.
- Transit platform.
- Driver lounge and restrooms incorporated into a retail pavilion.

As part of future BRT engineering design phases, this concept would need to be refined.

Figure 23. S 950 W Multi-Use Trail Concept





## LAND USE FRAMEWORK

*The land use framework is consistent with the Station Area market demand and addresses the community's preference for neighborhood-serving retail and office space that complements and enhances existing homes and businesses.*

The land use framework establishes transit-oriented development. To achieve this, the development includes more intensive development adjacent to the station with additional transit-supportive uses within a five-minute walk of the station. The land use framework fosters a safe, comfortable and active station environment for riders, commuters, and neighborhood residents.

Figure 24. Neighborhood-Serving Retail Character



Figure 25. Land Use Framework

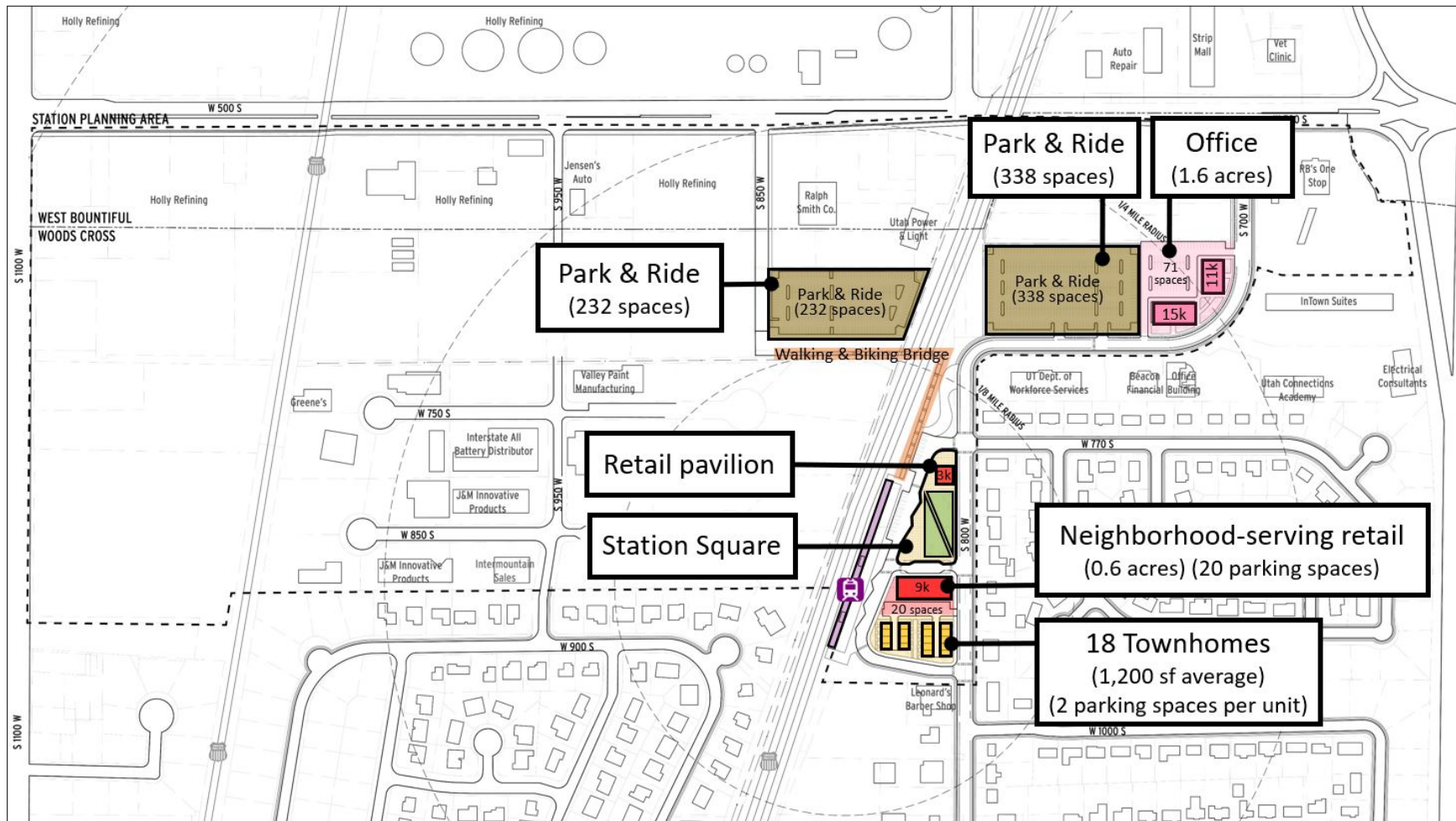




Figure 26. Land Use Framework

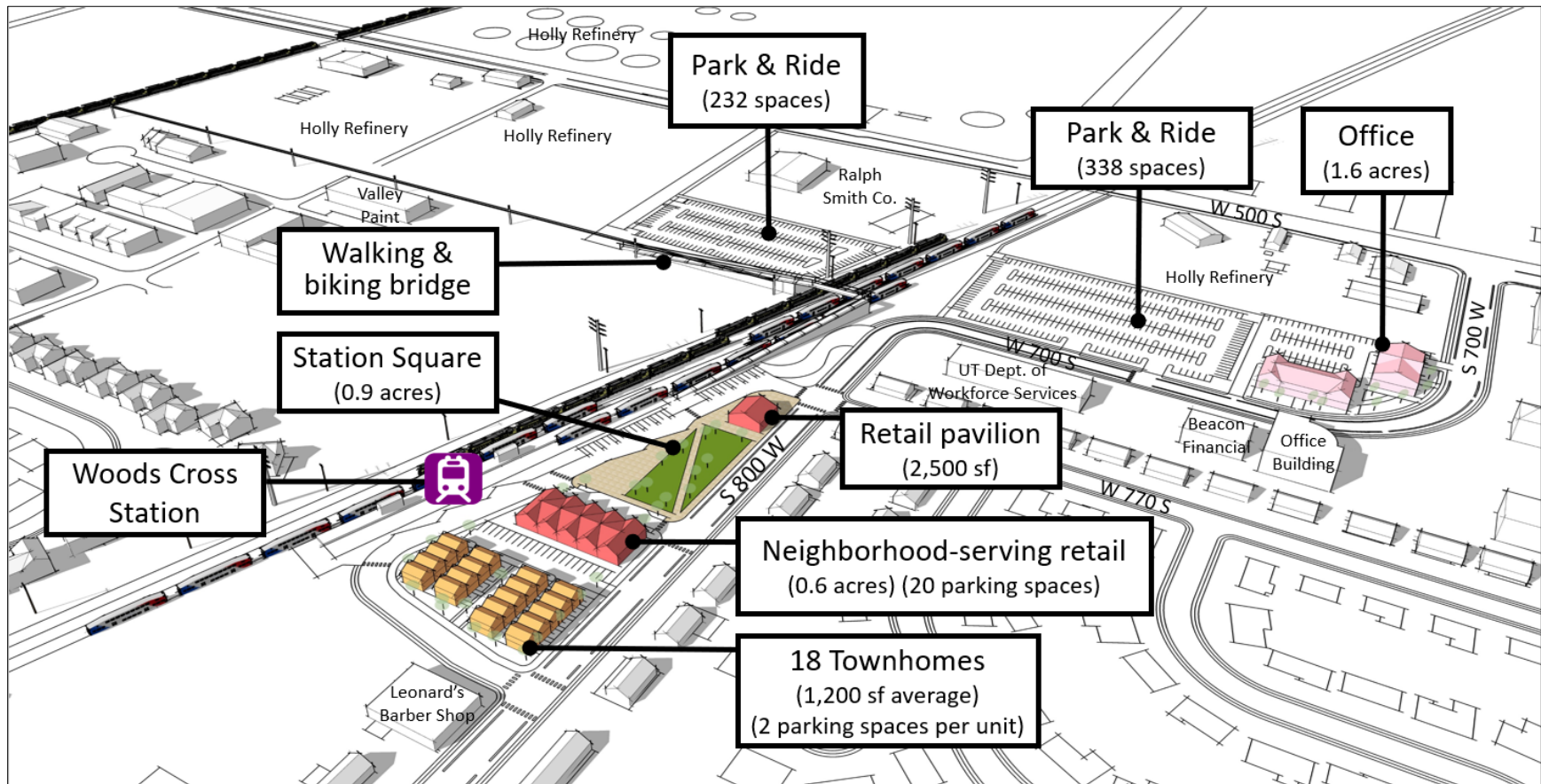


Figure 27. Land Use Framework Development Summary

| LAND USE       | DENSITY (DU/AC) | DWELLING UNITS (DU) | FLOOR AREA (SF)          | PARCEL AREA (ACRES) | PARKING SPACES (REQ.*) | PARKING SPACES (PROV.) |
|----------------|-----------------|---------------------|--------------------------|---------------------|------------------------|------------------------|
| OFFICE         | -               | -                   | 26,000 sf                | 1.6 acres           | 65                     | 71                     |
| RETAIL         | -               | -                   | 9,000 sf                 | 0.6 acres           | 30                     | 20                     |
| TOWNHOMES      | 25 du/ac        | 18 du               | 22,000 sf                | 0.7 acres           | 36                     | 36                     |
| PARK & RIDE    | -               | -                   | -                        | -                   | 421 existing           | 570                    |
| STATION SQUARE | -               | -                   | 2,000 sf retail pavilion | 0.9 acres           | -                      | -                      |
| TOTAL          | 25 du/ac        | 18 du               | 59,000 sf                | 3.8 acres           | 552                    | 697                    |

Redevelopment of the existing south Park and Ride includes a station square, retail uses, and townhomes. Existing bus access and future BRT access would be maintained. All Park and Ride spaces removed for redevelopment would be replaced within the Station Area.

### Station Square

The Station Square creates an active public space that would serve both the community and transit riders. Square elements should include:

- Landscaped areas and paved areas.
- A small 2,000-square-foot retail pavilion that includes a bus driver lounge.
- Bus bays and station platforms for the future BRT station.

### Retail

Retail shops are envisioned fronting the Station Square and would include neighborhood-serving uses, such as a café, restaurant, or small businesses. The proposed 0.6-acre retail development would include:

- A single-story 9,000-sf retail building.
- 20 parking spaces.

### Townhomes

Attached multi-family housing is envisioned between the existing Woods Cross Station access roadway and the planned neighborhood retail shops. The density and type of the multi-family housing is representative of community input and market demand. Envisioned at approximately 25 dwelling units per net acre, the multi-family housing would:

- Be oriented to the access road, S 800 W, or a central green courtyard.
- Include 18 two-story units with an average of 1,200 square feet per unit (live/work floor plans should be considered).
- Include Two parking spaces per unit in attached garages accessed from private driveways.

Figure 28. Station Square, Retail, and Townhomes Concept



Figure 29. Potential Townhome Redevelopment Character





Office development and a Park and Ride expansion are proposed on the existing north Park and Ride and adjacent UTA-owned vacant parcel.

### Office

Two office buildings are envisioned for the UTA-owned vacant parcel immediately to the east of the north Park and Ride. Office development should include:

- Two two-story buildings of 15,000 sf and 11,000 sf providing a combined 26,000 sf of office space.
- 1.6 acres.
- 71 parking spaces.

### North Park and Ride Expansion

The north Park and Ride expansion increases the number of parking spaces within the UTA-owned parcel, and is envisioned to include:

- A total of 160 additional parking spaces.
- Replacement of 160 of the 243 parking spaces removed for the south Park and Ride lot redevelopment. Additional analysis will be required to determine the necessary number of spaces.

### West Park and Ride

A new Park and Ride is envisioned west of the train tracks to replace the remainder of parking spaces removed in the redevelopment of the south lot. Additionally, the lot provides a more accessible Park and Ride for existing and future transit riders west of the tracks. The west Park and Ride is:

- Located on private property owned by Ralph Smith Trucking and would require land acquisition.
- Accessible by a new driveway (S 850 W) off of W 500 S.
- Illustrated as a 232 parking space lot. Additional analysis will be required to determine the necessary number of spaces.

Figure 30. Office and North Park and Ride Expansion Concept

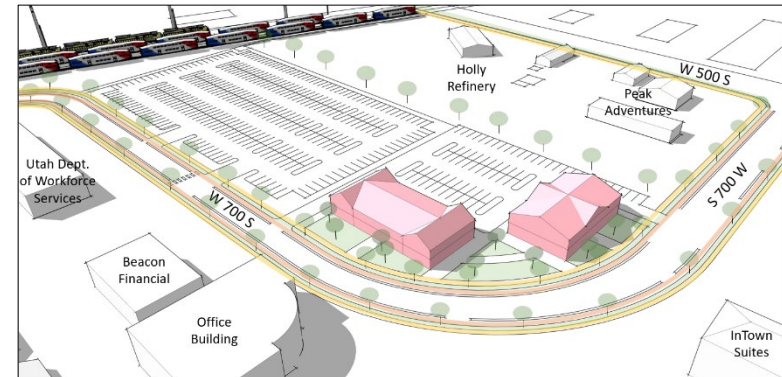


Figure 31. Office Potential Redevelopment Character



## PRIORITY PROJECTS

Priority projects are a concise list of projects or strategic recommendations that should be implemented within the short-term. When selecting priority projects, prioritization was given to feasible projects that can leverage private sector investment and have widespread community support.

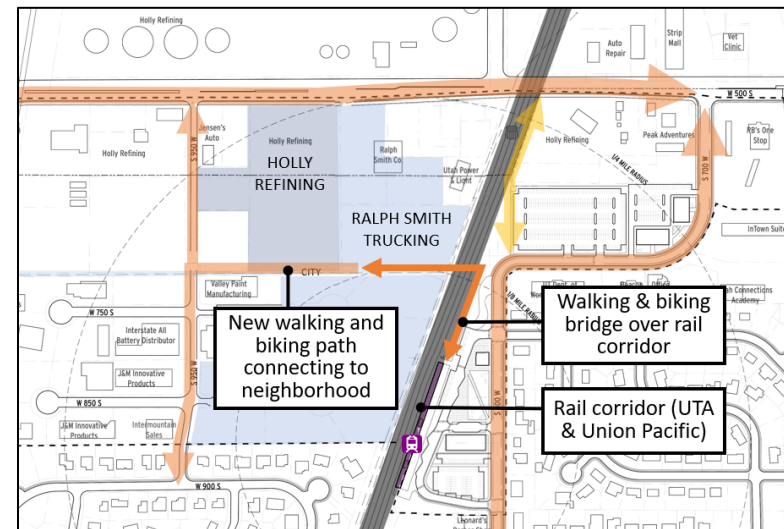
### 1 | Walking & Biking Bridge Study

A Walking & Biking Bridge Study should be initiated within one year (June 2020). This study should expand on this study's concept and provide additional analysis of the conditions and costs surrounding the bridge and connecting multi-use trails.

The study should include:

- The design and specifications of the walking and biking bridge, multi-use trail along S 950 W, and the multi-use trail from the bridge to S 950 W
- Collaboration with UTA, the City of Woods Cross, Rocky Mountain Power, Union Pacific, and affected property owners such as Ralph Smith Trucking to ensure that the bridge is feasible and meets the needs of all stakeholders
- 30% engineering design concepts and preliminary cost estimate
- Identification and evaluation of potential issues including impacts on existing powerlines and estimating the cost and issues associated with any impact
- Possible easements or land acquisitions
- Environmental contamination analysis
- Council and stakeholder review of the concept to determine next steps and action items for the projects

Figure 32. Walking & Biking Bridge Study



## 2 | North Park and Ride Expansion Concept

The second priority project should be to select a consultant to create a conceptual (30% engineering) design and a cost estimate for the construction of the UTA north Park and Ride expansion. The consultant should coordinate with UTA and the design of the future BRT to determine the necessary number of parking spaces. Because the Park and Ride lot is on an existing Superfund site, a potential environmental analysis and coordination with the Environmental Protection Agency (EPA) and other agencies may be necessary. The consultant should collaborate with the City and key stakeholders to determine next steps and timeline for the project.

## 3 | UTA Office Development Concept

The third priority project can be initiated at any time. This project creates the framework for the proposed office development on the existing vacant UTA-owned land. The City and UTA should create a redevelopment framework, create a Request for Proposal or Request for Qualifications, select a developer, and establish a developer agreement.

## 4 | West Park and Ride Lot Concept

The fourth priority project should be to select a consultant to create a conceptual (30% engineering) design and a preliminary cost estimate for the proposed west Park and Ride and new roadway. The consultant will need to coordinate with the City, UTA and the current property owner, Ralph Smith Trucking. The consultant should collaborate with UTA and the design of the future BRT to determine the necessary number of parking spaces. Due to the existing industrial uses of the site and some known environmental contamination, an environmental analysis may be necessary. The consultant should collaborate with the City and key stakeholders in the development of the concept and determining next steps and timeline for the project.

Figure 33. North Park and Ride Expansion and UTA Office Development Concept

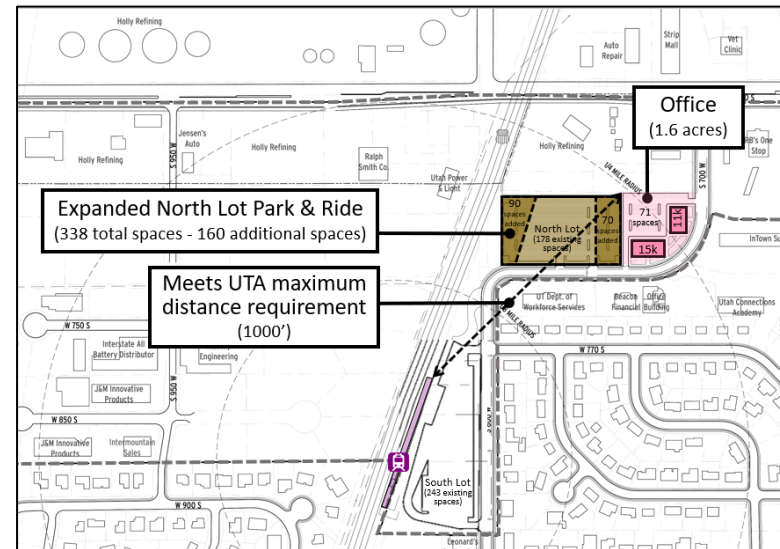


Figure 34. West Park and Ride Lot Concept

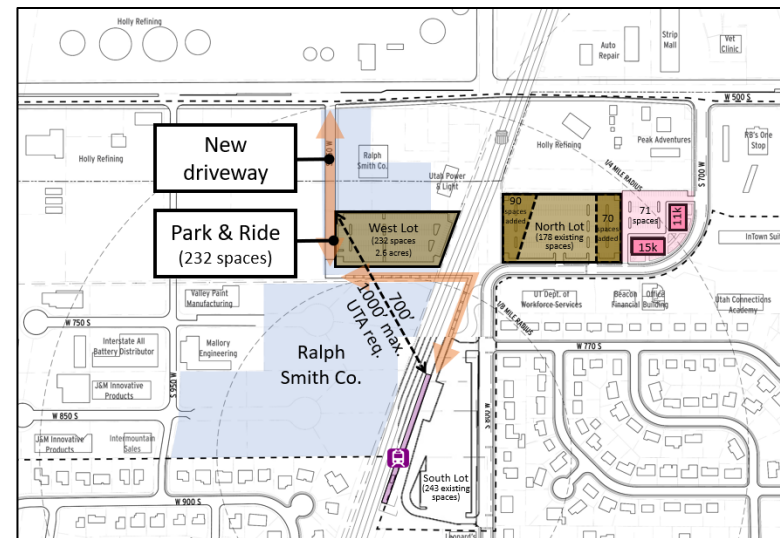






Figure 36. Priority Projects Map

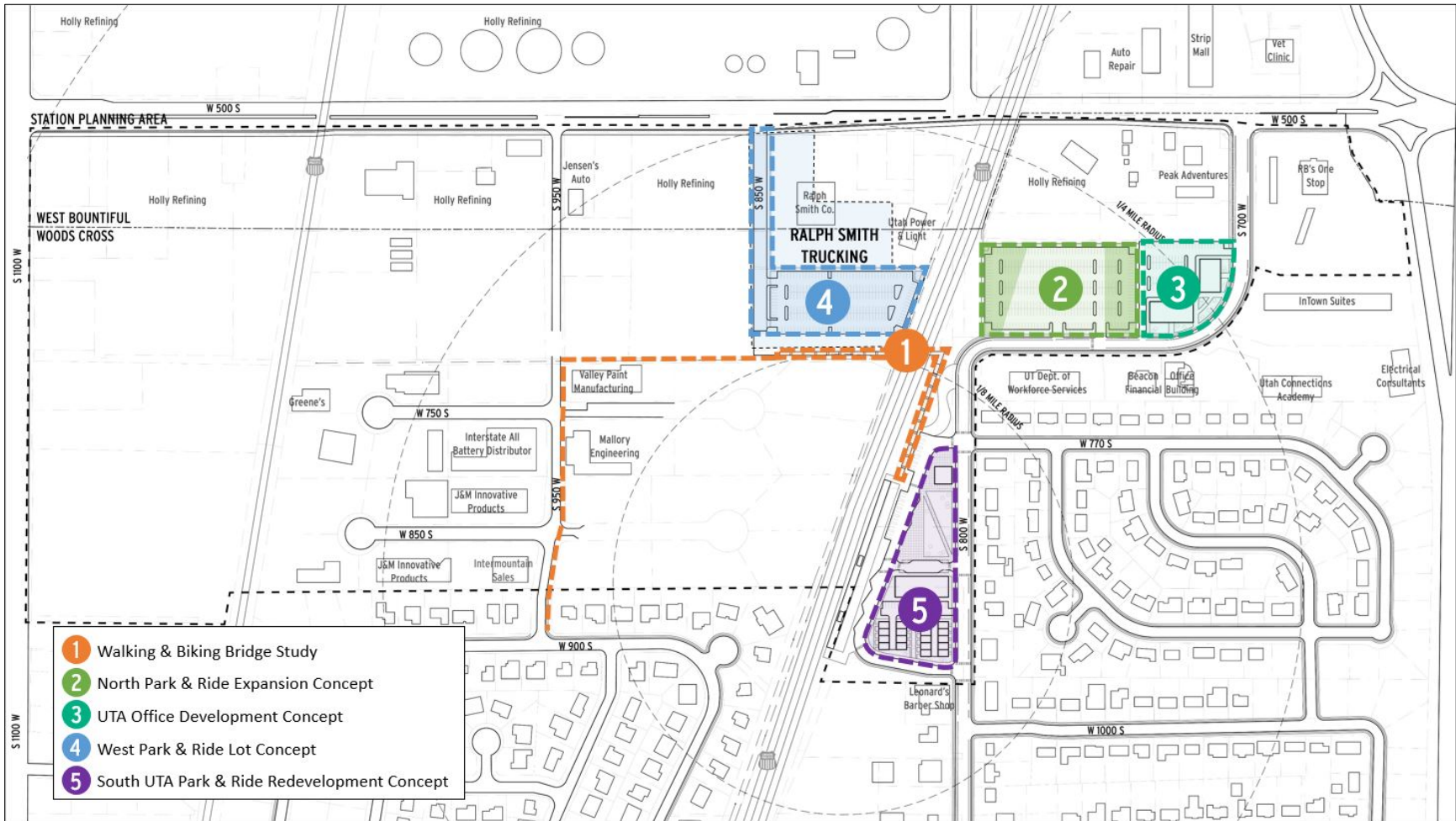




Table 3. Priority Projects List

| PRIORITY PROJECTS |                                       |   |  |  |                                |                 |
|-------------------|---------------------------------------|---|--|--|--------------------------------|-----------------|
| NO.               | PROJECT                               | ELEMENTS  | TASKS  | RESPONSIBILITY   | DRAFT SCHEDULE                 | FUNDING SOURCES |
| 1                 | Walking and Biking Bridge Study       | <ul style="list-style-type: none"> <li>Walking and biking bridge over railroad tracks</li> <li>Walking and biking trail from bridge to S 950 W</li> <li>Walking and biking trail along S 950 W from W 750 S to W 900 S</li> </ul> | <ul style="list-style-type: none"> <li>Develop work scope.</li> <li>Identify budget and funding sources.</li> <li>Select consultant.</li> <li>Develop conceptual (30% engineering drawings).</li> <li>Develop preliminary cost estimate.</li> <li>Identify next steps.</li> <li>Review with Council and stakeholders.</li> </ul> | City of Woods Cross Community Development & Utah Transit Authority | Initiate within 5 years (2024) | TBD             |
| 2                 | North Park and Ride Expansion Concept | <ul style="list-style-type: none"> <li>Expansion of existing Park and Ride (160 additional spaces)</li> </ul>   | <ul style="list-style-type: none"> <li>Develop work scope.</li> <li>Identify budget and funding sources.</li> <li>Select consultant.</li> <li>Develop 30% engineering drawings.</li> <li>Develop preliminary cost estimate.</li> <li>Identify next steps.</li> <li>Review with Council and EPA.</li> </ul>                       | Utah Transit Authority & City of Woods Cross Community Development | Initiate within 5 years (2024) | TBD             |

| PRIORITY PROJECTS |   |   |   |  |                                |                 |
|-------------------|---|---|---|--|--------------------------------|-----------------|
| NO.               | PROJECT                                       | ELEMENTS  | TASKS   | RESPONSIBILITY   | DRAFT SCHEDULE                 | FUNDING SOURCES |
| 3                 | UTA Office Development Concept                | <ul style="list-style-type: none"> <li>1.6 acres developed into office space</li> <li>Approximately 26,000 sf of office with 71 parking spaces</li> </ul>   | <ul style="list-style-type: none"> <li>Create redevelopment framework.</li> <li>Develop RFQ/RFP.</li> <li>Select developer.</li> <li>Create development agreement.</li> </ul>   | Utah Transit Authority & City of Woods Cross Community Development | Initiate within 5 years (2024) | TBD             |
| 4                 | West Park and Ride Lot Concept                | <ul style="list-style-type: none"> <li>New west Park and Ride</li> <li>Approximately 232 spaces</li> <li>New roadway to Park and Ride (60' ROW)</li> </ul>  | <ul style="list-style-type: none"> <li>Develop work scope.</li> <li>Identify budget and funding sources.</li> <li>Select consultant.</li> <li>Develop 30% engineering drawings.</li> <li>Develop preliminary cost estimate.</li> <li>Identify next steps.</li> <li>Review with Council and public.</li> </ul> | Utah Transit Authority & City of Woods Cross Community Development | Initiate within 5 years (2024) | TBD             |
| 5                 | South UTA Park and Ride Redevelopment Concept | <ul style="list-style-type: none"> <li>Station square with park and retail pavilion (approximately 2,500 sf)</li> <li>Approximately 0.6 acres of retail development with 9,000 sf of retail and 20 parking spaces.</li> <li>Approximately 18 townhomes with 36 parking spaces.</li> <li>BRT access route and station design.</li> </ul> | <ul style="list-style-type: none"> <li>Create redevelopment framework.</li> <li>Develop RFQ/RFP.</li> <li>Select developer.</li> <li>Create development agreement.</li> </ul>   | Utah Transit Authority & City of Woods Cross Community Development | Initiate within 5 years (2024) | TBD             |

## BUSINESS CASE

*This analysis provides a high-level overview of the anticipated private development costs, public infrastructure investment, and the associated tax revenue created from each priority project.*

The public infrastructure components of the proposed project will be the major cost driver and will ultimately dictate the eventual implementation timeline. The business case analysis details the development costs of project components for which preliminary estimates can be reasonably generated without further analysis. Funding for additional studies to gather an accurate cost estimate for public infrastructure have been prioritized. While the possibility exists that a portion of development cost on public land (UTA-owned) could be written down as a development incentive, the business case analysis assumes that full market rates will be paid by the future developer for land currently owned by UTA.

### PRIORITY PROJECT 1 | WALKING & BIKING BRIDGE STUDY

The feasibility study will identify a preliminary cost estimate for the walking & biking bridge. The study will include analysis of unknown variables that will have a tremendous impact on the overall cost of the infrastructure (e.g. engineering requirements, Superfund contamination mitigation, design requirements of the walking & biking bridge, etc.).

### PRIORITY PROJECT 2 | NORTH PARK AND RIDE EXPANSION

The preliminary estimated cost of developing the north Park and Ride expansion is approximately \$1.28M but could be as high as \$1.6M, depending on contamination and other factors to be determined as part of the 30% engineering design. The business case analysis assumes that UTA would retain ownership of the lot and the lot would remain a public asset and not generate any direct tax revenue.

Table 4. Business Case Summary

| PRIORITY PROJECT                      | PRIVATE DEVELOPMENT COST | PUBLIC INVESTMENT  |
|---------------------------------------|--------------------------|--------------------|
| 1   Walking & Biking Bridge Study     | -                        | TBD                |
| 2   North Park and Ride Expansion     | -                        | \$1,280,000        |
| 3   Office Parcel Development         | \$5,863,516              | -                  |
| 4   West Park and Ride                | -                        | \$3,759,931        |
| 5   South Park and Ride Redevelopment | \$6,288,145              | -                  |
| <b>TOTAL</b>                          | <b>\$12,151,661</b>      | <b>\$5,039,931</b> |

### **PRIORITY PROJECT 3 | OFFICE PARCEL DEVELOPMENT**

The office development is anticipated to cost approximately \$5.8M, including purchase of the land and construction of the buildings and parking lot.

Because of the relatively soft lease rates for office development in the market area, return on investment, while profitable, would be lower than typical office development in the Wasatch Valley. Methods to increase potential returns on investment attractiveness are described in the Funding Strategies section of this report.

### **PRIORITY PROJECT 4 | WEST PARK AND RIDE**

The land identified for Priority Project #4 is currently owned by Ralph Smith Trucking. Redevelopment will require a property transaction to transfer ownership to UTA. Land required for the new Park and Ride will cost approximately \$1.9M but could be considerably less based on a site-specific appraisal and the potential for environmental contamination. Therefore, the \$1.9M could be considered a worst-case scenario. Utilizing the UTA-provided estimate of \$8,000 per stall, the total cost to develop the West Park and Ride is estimated at \$3.7M.

### **PRIORITY PROJECT 5 | SOUTH PARK AND RIDE REDEVELOPMENT**

The South Park and Ride Redevelopment assessment includes retail development and multi-family townhomes. The assessment assumes that the adjacent square would be developed as part of the future BRT project and would remain in UTA ownership.

#### **Retail Development**

The retail pavilion, retail building, and associated parking lot development is anticipated to cost approximately \$2.5M.

Financial returns on the retail development, including the pavilion and additional parking, are likely insufficient to gain interest in the private sector without gap financing, as described in the funding strategies section of this report. To fund this, alternative funding options like public private partnerships can be used as viable options to close the gap.

### **Townhome Development**

The South Park and Ride Redevelopment also includes the construction of 18 townhomes in the southern portion of the project area. The townhomes are anticipated to be similar in quality and size (1,200 sf) found in the market area and could include a live-work floor plan. It is anticipated that the total cost of development would be approximately \$3.77M.

With a high cost of land anticipated, the townhomes aren't expected to generate significant profit after transaction costs (realtor commissions, closing costs, etc.) are factored in. And with a relatively small number of units, they will collectively contribute only marginally to the new property tax base. However, townhomes meet regional and UTA development goals by providing affordable housing options and a diversity of types in the densest areas within the Station Area. The development of these homes may also help to reduce crime and illicit activity in the Station Area, which will be key to the economic success of the project.

## SUMMARY

While multiple development scenarios exist, including the potential for public-private partnerships that could significantly change the overall structure of the financial returns, a single private-sector developer should be pursued to implement all of the redevelopment activities on UTA-owned parcels. Blended together and assuming no public sector participation, the investment is anticipated to generate a cash-on-cash return of approximately 6.5%. This return by itself is likely not going to attract significant private sector developer interest, and additional financial partnering will likely be required to achieve the 10% cash-on-cash return threshold preferred by developers.

## FUNDING STRATEGIES

*The business case indicates that the estimated construction costs combined with the estimates for projected lease rates create an investment proposition that will likely be insufficient to capture the interest of most developers in the market area. In most cases, redevelopment will require some gap financing.*

### TAX INCREMENT FINANCING

If there is political interest in pursuing Tax Increment Financing (TIF) the project may be able to achieve the necessary rates of return to attract private sector investment.

Overall, the estimated taxable value of the proposed projects is approximately \$7.9M, which could generate tax revenue of approximately \$103,000 per year split amongst the taxing entities. Projecting this revenue amount over a 25-year period and based on other similar projects through the region, at a 60% allocation rate, the tax increment would be \$1.7M.

Given the types of uses within the project, it will be most feasible politically to allocate the TIF to the project on a cash-flow basis. Additional public participation, could potentially allow the project to achieve a 10% cash-on-cash return. This modest increase in project profitability due to TIF participation will likely play a key role in whether or not developers can be recruited for the project.

## FUNDING PUBLIC INFRASTRUCTURE

The anticipated tax increment at modest participation rates will likely create the economic parameters needed to sufficiently incentivize a private developer to partner with the community to construct the commercial development components outlined in the Station Area Vision. Unless very high participation rates (above the 60% allocation rate) are agreed upon by the taxing entities or the cost of land is drastically reduced through public incentive, it is not anticipated that there will be a surplus of tax increment that could be allocated to the cost of the public infrastructure components of the Vision.

Multiple potential incentive options and funding sources were analyzed to identify alignment between the project activities and the funding priorities. Unfortunately, due to the relative financial strength of Davis County and the specific census tract of the project site, the project does not qualify for major economic development funding programs.

Smaller, more targeted funding sources that align with specific elements of the proposed project, such as the Safe Routes Utah program, could help fund a portion of the project costs that are related to pedestrian and bike paths, provided the final design aligns with the program's guidelines. Another potential funding source within this category is the USDOT Transportation Alternatives Program, which may be able to fund a portion of the pedestrian and bike path infrastructure.

Funding required for the new Park and Ride lots and the transportation infrastructure could be paid for through partnerships between the local and regional political bodies (WFRC, County, cities, etc.) and State entities such as the Department of Transportation and the Utah Transit Authority.

As part of the recommended feasibility studies, other funding sources should be identified.



## POLICY & REGULATORY RECOMMENDATIONS

Proposed development for the Station Area Vision occurs within three Woods Cross zones: General Commercial Zone (C-2), Special Use Zone (S-1), and Light Industrial/Business Park Zone (I-1). The Station Area Vision is largely consistent with the three zones. Some inconsistencies may require regulatory changes to ensure the success of the Vision.

### GENERAL COMMERCIAL ZONE (C-2)

*Development proposed for the C-2 Zone, office space and Park and Ride expansion, is largely consistent. One change to the existing zoning ordinance is recommended to ensure the success of the proposed development.*

The City should consider reduction of parking requirements for office development. Existing space requirements may limit the amount of new development. Because the proposed development is in close proximity to the Frontrunner and the future BRT, it is recommended that the proposed office development require one parking space per 400 sf, rather than the existing requirement of a minimum of one parking space per 300 sf.

### SPECIAL USE ZONE (S-1)

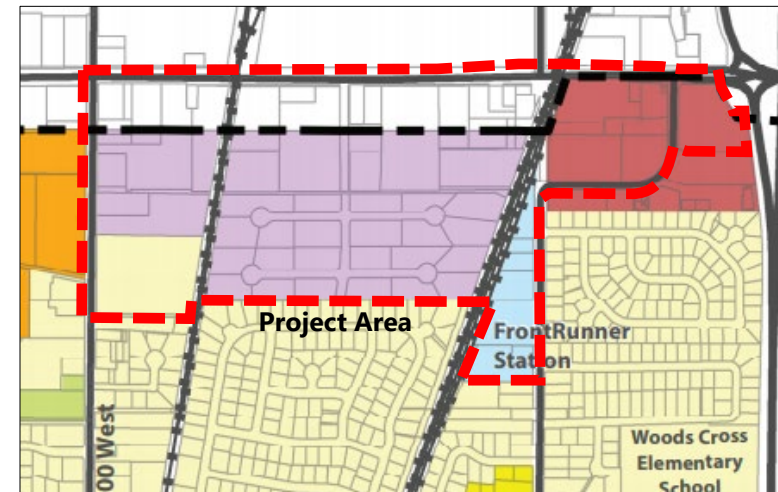
*The S-1 Zone allows the City to approve development on a case-by-case basis. This offers a special opportunity for the City to create a unique and active station environment supported by the Station Area Vision. Two changes to the existing zoning ordinance are recommended to ensure the proposed development is possible.*

Recommended revisions to the S-1 zoning ordinance include reducing parking requirements and permitting multi-family residential.

### LIGHT INDUSTRIAL/BUSINESS PARK ZONE (I-1)

The proposed UTA Park and Ride is inconsistent but not incompatible with the light industrial/business park zone. The City should include Park and Ride as a permitted or conditional use.

Figure 37. Woods Cross Existing Zoning



#### Land Use Zones

- General Commercial Zone C-2
- Special Use Zone S-1
- Light Industrial / Business Park Zone I-1



# APPENDIX: STRATEGIC RECOMMENDATIONS

## WOODS CROSS STATION AREA

June 21, 2019

City of Woods Cross | Wasatch Front Regional Council | Utah Transit Authority

## **Project Timeline**

January 2019 - June 2019

## **Funding**

This project was funded by Wasatch Front Regional Council Transportation & Land Use Connection with a local contribution.

## **Acknowledgements**

Tim Stephens | Woods Cross City, Community Development

Christy Dahlberg | Wasatch Front Regional Council

Kevin Leo | Utah Transit Authority

## **Government Officials**

Gary Uresk | Woods Cross City Administrator

Duane Huffman | West Bountiful City Administrator

Steven Snow | Davis School District

Julie Checketts | Woods Cross City Council

Gary Sharp | Woods Cross Planning Commission

Joseph Rupp | Woods Cross Planning Commission

Leo Beecher | Former Woods Cross Planning Commission

## AFFORDABLE HOUSING POLICY & ZONING

*The City of Woods Cross policy ensures that there are adequate and accessible moderate-income and affordable housing options. Residential development in the Woods Cross Station Area provides an opportunity to implement this policy.*

### PREFERRED VISION

The Woods Cross Station Area is limited in its potential for multi-family housing due to its proximity to environmental contamination and industrial uses, such as Holly Refining. For this reason, it is critical that Station Area sites suitable for housing are well-utilized for moderate income or affordable housing.

The Station Area Vision proposes 18 townhomes on the existing south Park and Ride. The proposed townhomes provide moderate income housing immediately accessible to high-quality transit and establish a safer and more active station environment by creating activity and 'eyes on the street' 24-hours a day.

The proposed townhomes are not permitted under current Woods Cross zoning, which has a maximum housing size of a two-story four-plex and a maximum density of 11.2 dwelling units per acre. The townhomes are proposed in S-1 (Special Use) zone, which permits only single-family or duplex housing as conditional uses. The zoning code amendments proposed in this section would resolve the existing zoning ordinance barriers to the proposed development by permitting housing in S-1 zone and allowing for increased densities.

Figure 1. Proposed Station Area Townhomes



## AFFORDABLE HOUSING RECOMMENDATIONS

In order to comply with Section 10-9a-4 of Utah Municipal Code, Woods Cross recently created a Moderate Income Housing Plan designed to establish sufficient and effective affordable and moderate-income housing and to ensure adequate affordable housing reserve for the foreseeable future.

While Woods Cross is currently meeting the requirements of the Moderate Income Housing Plan, the City acknowledges that current affordable housing is more limited for low-income than for moderate-income residents. Rising home values and cost of living in Woods Cross are currently outpacing increases in wages, meaning that low-income households are likely to be increasingly disadvantaged. To combat these issues and support affordable housing policy through the Station Area Vision, it is recommended the City pursue the following recommendations proposed in the Woods Cross General Plan - Moderate Income Housing Plan.

### Loosen Housing Restrictions in Some Zones

The City acknowledges that loosening housing restrictions in certain zones may increase housing options and affordability in Woods Cross. It is recommended that the City make the following additions to the permitted residential zoning for the realization of the Station Area Vision:

- S-1 Triplex, Fourplex and Planned Unit Development as Conditional Use

### Increase Densities in Selected Zones

The Woods Cross General Plan states, "...the current zoning code requires an additional 2,500 square feet of land for each additional unit [over four units] in the R-4 zone. If the requirement for additional land was removed after the first few units, multi-family structures could avoid additional land costs and pass those savings on to moderate and lower income tenants."

It is recommended that the City pursue this recommendation not only within the R-4 zone, but within the S-1 zone as well.

The City currently allows densities up to 11.2 dwelling units per acre. It is recommended that the City increase this limit.

### Mixed Use

The Woods Cross General Plan states, "...allow for specific types of residential dwellings to be built in commercial zones."

It is recommended that the City pursue this recommendation.

Figure 2. Woods Cross Existing Residential Zoning

| <i>Summary of Permitted (P) and Conditional (C) Housing Uses in Woods Cross City Zoning Districts</i> |                       |        |         |          |                          |
|---|-----------------------|--------|---------|----------|--------------------------|
|   | Single-Family Housing | Duplex | Triplex | Fourplex | Planned Unit Development |
| A-1   | P                     |        |         |          |                          |
| R-1-8   | P                     |        |         |          | C                        |
| R-1-10  | P                     |        |         |          | C                        |
| R-2   | P                     | P      |         |          |                          |
| R-4   | P                     | P      | P       | P        |                          |
| C-1   |                       |        |         |          |                          |
| C-2   |                       |        |         |          |                          |
| S-1   | C                     | C      |         |          |                          |
| I-1   |                       |        |         |          |                          |
| I-2   |                       |        |         |          |                          |
| AP  |                       |        |         |          |                          |
| I-1A  |                       |        |         |          |                          |
| LGC   |                       |        |         |          |                          |
| LGN   | C                     | C      | C       | C        | C                        |

## LONG-TERM STATION AREA VISION

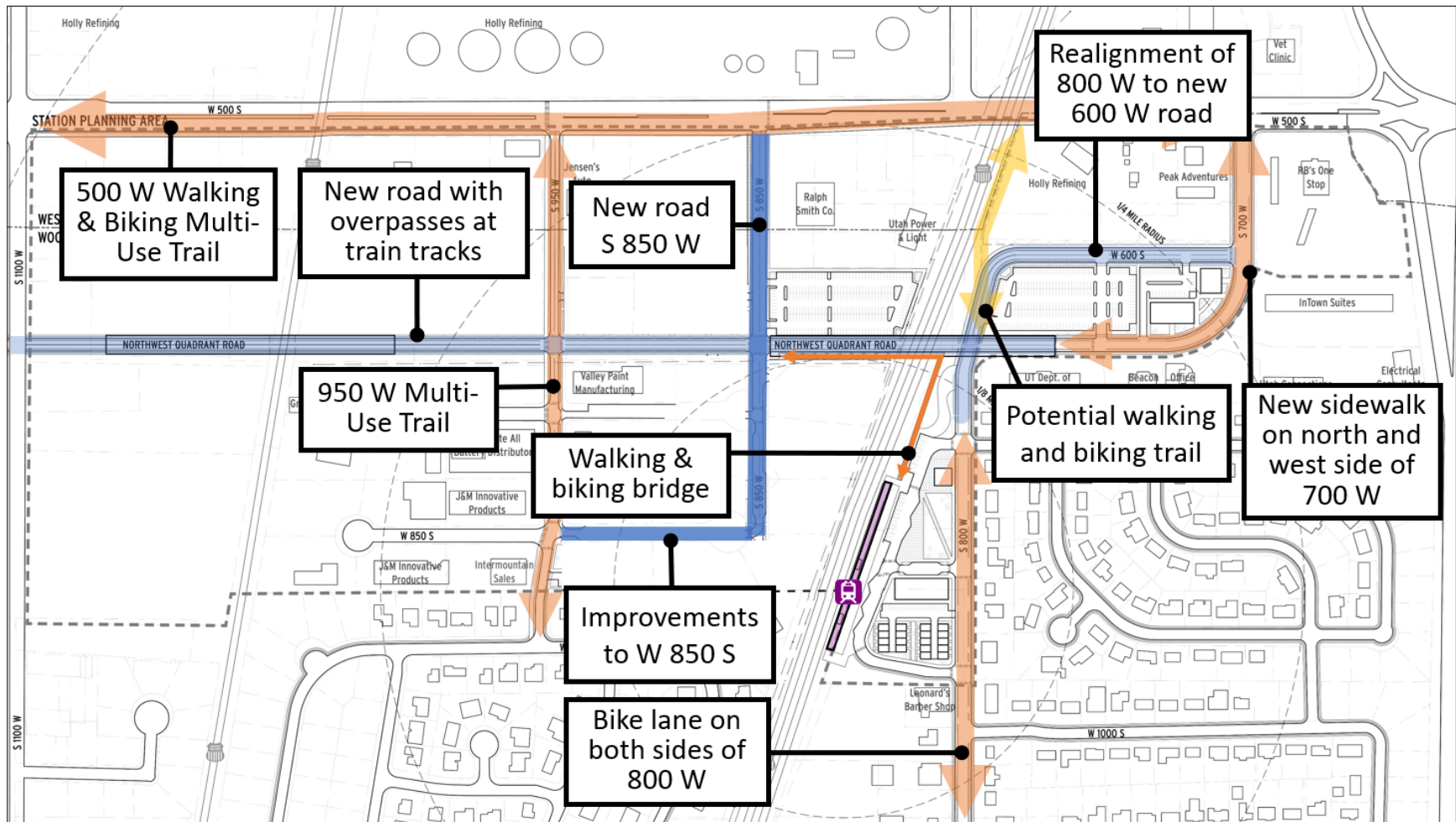
### STATION ACCESS FRAMEWORK

*The long-term station access framework builds upon station access improvements established in the Station Area Vision to further connect the station area and create the necessary infrastructure for the City's long-term redevelopment plans.*

The long-term station access framework addresses the issues with congestion and barriers along W 500 S not addressed by the Station Area Vision. The proposed Northwest Quadrant Road and realigned W 700 S create a new roadway network that bypasses W 500 S, minimizes existing and future strain on W 500 S, further connects the station area, and creates infrastructure for the City's long-term redevelopment plans for the Northwest Quadrant.



Figure 3. Long-Term Station Access Framework





In addition to the station access improvements identified in the Station Area Vision, the long-term station access framework includes:

### Northwest Quadrant Road

The Northwest Quadrant Road is a new roadway beginning around S 800 W and extending west all the way to Redwood Road. The Northwest Quadrant Road would create the necessary infrastructure for the City's long-term plans to develop the Northwest Quadrant into a higher-density mixed-use community and would establish a greater connection between the station area and western Woods Cross. The proposed Northwest Quadrant Road:

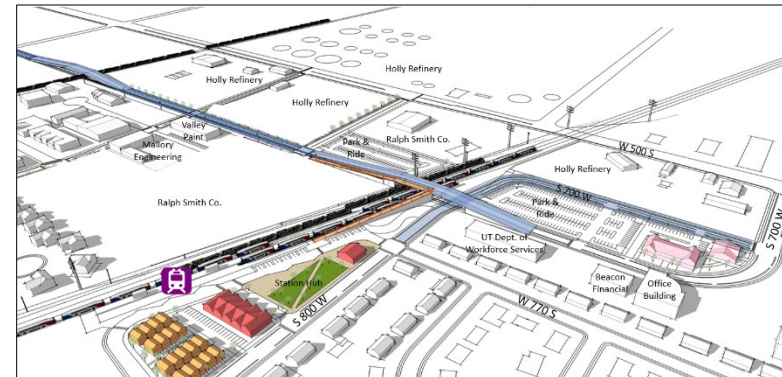
- Is envisioned as a 60-foot right-of-way consisting of a two-lane road with bike lanes, sidewalks and landscape buffers.
- Utilizes a few feet of an existing right-of-way but is largely planned on private property such as Ralph Smith Trucking and Holly Refining.

The Northwest Quadrant Road includes two overpasses over the Union Pacific and UTA rail corridor and the Union Pacific (Denver & Rio Grande) rail corridor. Both overpasses are designed to have an ADA-accessible slope. The eastern overpass begins to slope upward about 300-feet west of the existing Utah Department of Workforce Services driveway, leaving their entrance unchanged. The overpass reaches a 25-foot overhead clearance over the UTA railway before sloping downward and meeting grade just before the proposed S 850 W. The overpass would link with the proposed walking & biking bridge. If both elements are not constructed at the same time, they should be designed to easily connect with each other at a later phase. The western overpass also reaches a 25-foot overhead clearance over the Union Pacific railway. The western overpass has a minimal impact on existing businesses, but the exact impact is still to be determined.

Figure 4. Northwest Quadrant Road Concept



Figure 5. Northwest Quadrant Road Concept



The Northwest Quadrant Road requires a realignment of W 700 S to the north of the north Park and Ride within UTA's property. W 700 S would remain:

- At-grade and pass below the Northwest Quadrant Road overpass with an overhead clearance of 20-feet.
- Consistent with existing and planned roadway conditions and include a two-lane road with bike lanes, sidewalks and landscape buffers.

### S 850 W New Roadway

S 850 W would build upon the new roadway created for the west Park and Ride to create a network of safe and convenient walking, biking and auto access along the western half of the station area. S 850 W new roadway:

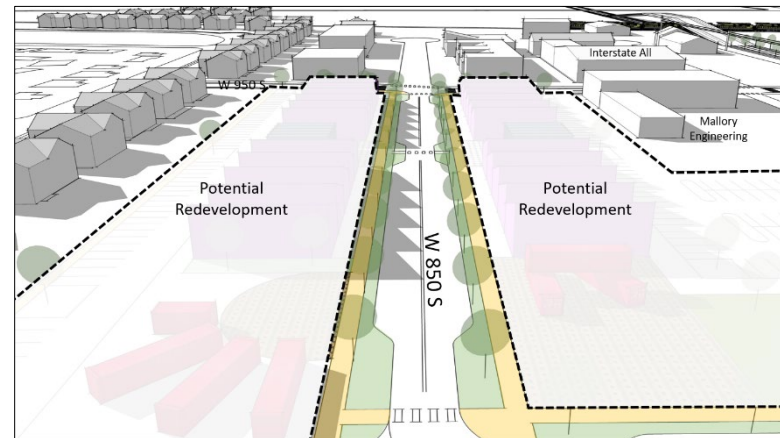
- Would continue south past the Park and Ride and connect with W 850 S.
- Is envisioned as a 60-foot right-of-way that includes a two-lane road, curbside parking, sidewalks and landscape buffers.
- Is located within Ralph Smith Trucking property.

### W 850 S Improvements

Improvements to W 850 S would create safe and convenient access and connections on an existing unpaved roadway. These improvements would:

- Expand the existing 50-foot right-of-way to 60-foot.
- Include two-lane roadway with curbside parking, sidewalks and landscape buffers.

Figure 6. W 850 S Improvements Concept



## LAND USE FRAMEWORK

*The long-term land use framework creates a unique and vibrant area that is compatible with existing light industrial uses, is unique to Woods Cross' history, and fulfills both the market demand and community desires.*

The long-term land use framework focuses on redevelopment west of the train tracks and features flex-space employment which includes incubator office space, maker space, light industrial, and general office. The land use framework also features employment squares and retail squares with retail-focused shipping containers and food trucks.

Figure 7. Long-Term Land Use Vision Precedent Image



Figure 8. Long-Term Land Use Vision Precedent Image





Figure 9. Long-Term Land Use Framework

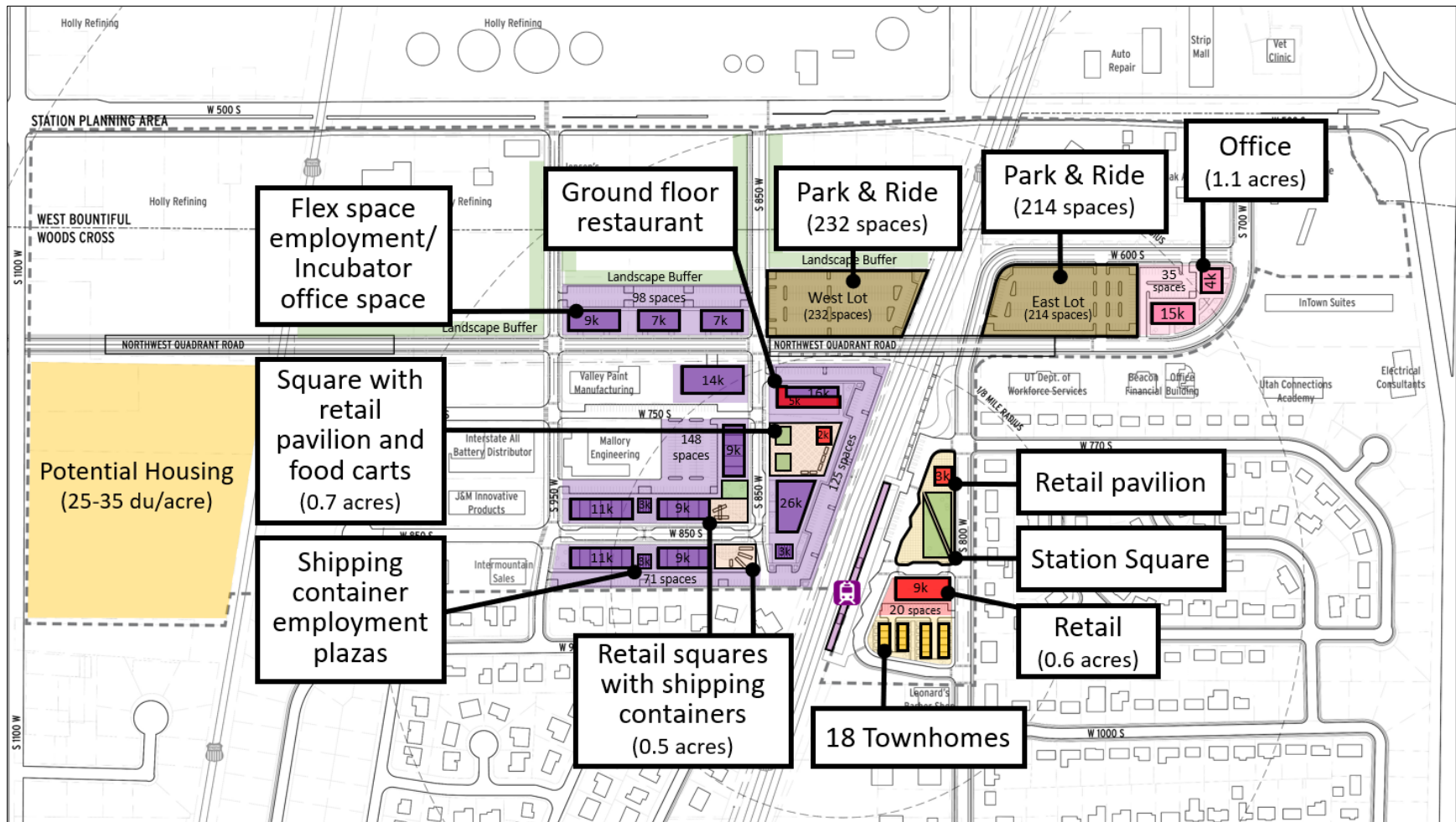


Figure 10. Long-Term Land Use Framework

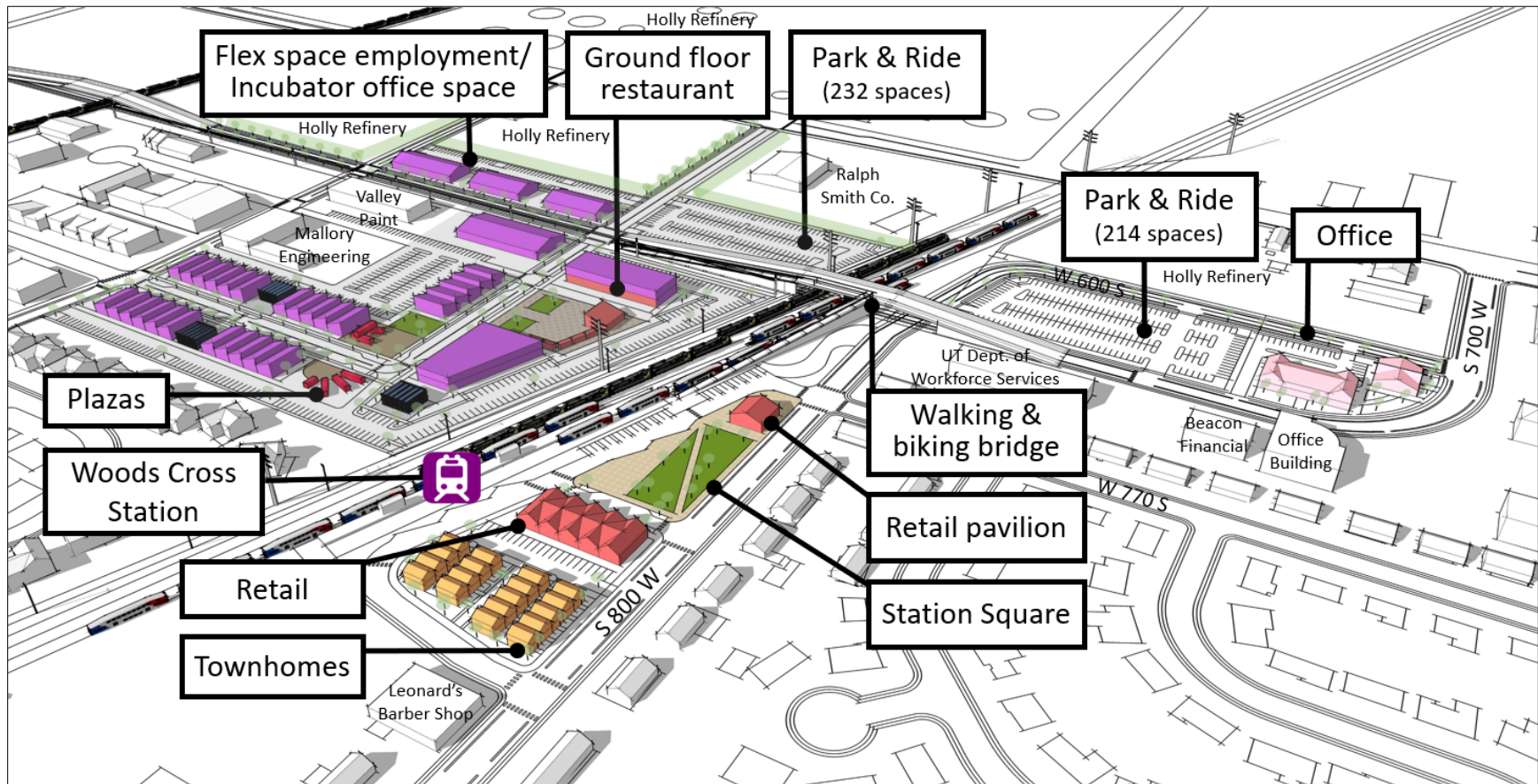


Figure 11. Long-Term Land Use Framework Development Summary

| LAND USE              | DENSITY (DU/AC) | DWELLING UNITS (DU) | FLOOR AREA (SF) | PARCEL AREA (ACRES) | PARKING SPACES (REQ.*) | PARKING SPACES (PROV.) |
|-----------------------|-----------------|---------------------|-----------------|---------------------|------------------------|------------------------|
| OFFICE                | -               | -                   | 19,000 sf       | 1.1 acres           | 40                     | 35                     |
| RETAIL                | -               | -                   | 19,000 sf       | 0.6 acres           | 19                     | 21                     |
| TOWNHOMES             | 25 du/ac        | 18 du               | 22,000 sf       | 0.7 acres           | 36                     | 36                     |
| FLEX SPACE EMPLOYMENT | -               | -                   | 137,000 sf      | 9.1 acres           | 343                    | 442                    |
| PARK & RIDE           | -               | -                   | -               | -                   | 421 existing           | 446                    |
| PARKS & PLAZAS        | -               | -                   | -               | 2.1 acres           | -                      | -                      |
| TOTAL                 | 25 du/ac        | 18 du               | 197,000 sf      | 13.6 acres          | 859                    | 980                    |

Building on the land use framework in the Station Area Vision, the long-term land use framework includes:

### Flex-Space Employment

Flex-space employment consists of the majority of proposed development west of the train tracks and includes incubator office space, light industrial, flexible office space, and shipping container employment plazas. The proposed flex-space employment is designed to create a diverse and unique employment district with a broad variety of office-space options. The proposed redevelopment would take place on Ralph Smith Trucking property, with some development on Holly Refining property, if Holly Refining chooses to redevelop a portion of their land. Flex-space employment would be developed cross 9.1 acres of land and would include:

- 14 1- to 2-story buildings for a combined 137,000 sf of development.
- 442 parking spaces

Figure 12. Flex-Space Employment & Retail Plazas

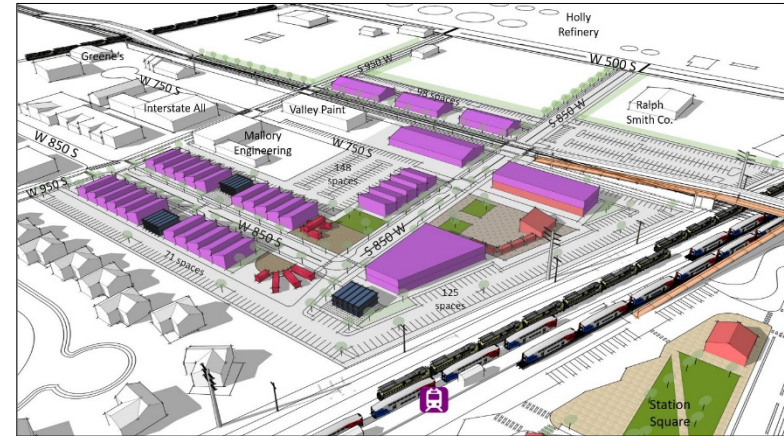


Figure 13. Flex-Space Employment & Retail Plazas





## Retail Squares

Three retail squares are proposed west of the train tracks. The retail squares would create a unique and authentic retail experience for the community, transit riders, and existing and future employees.

- Retail squares would include both hardscape and softscape, a retail pavilion, food carts, and shipping containers that house retail.
- Suggested retail within the squares includes restaurants, cafes, bars, retail-oriented makerspace, or small-scale retail shops.
- The three squares would utilize a combined 1.3 acres and hold approximately 2,000-5,000 sf of retail.
- Retail squares are proposed within Ralph Smith Trucking property.

In addition to the retail squares, a ground-floor restaurant is proposed to further activate the retail square. The restaurant would be:

- Located within a flex-space employment building adjacent to the retail square.
- Approximately 5,000 sf.

Figure 14. Retail Plaza Precedent Image



Figure 15. Retail Plaza Precedent Image





# LONG-TERM PRIORITY PROJECT

Figure 16. Northwest Quadrant Connector Study Long-Term Priority Project

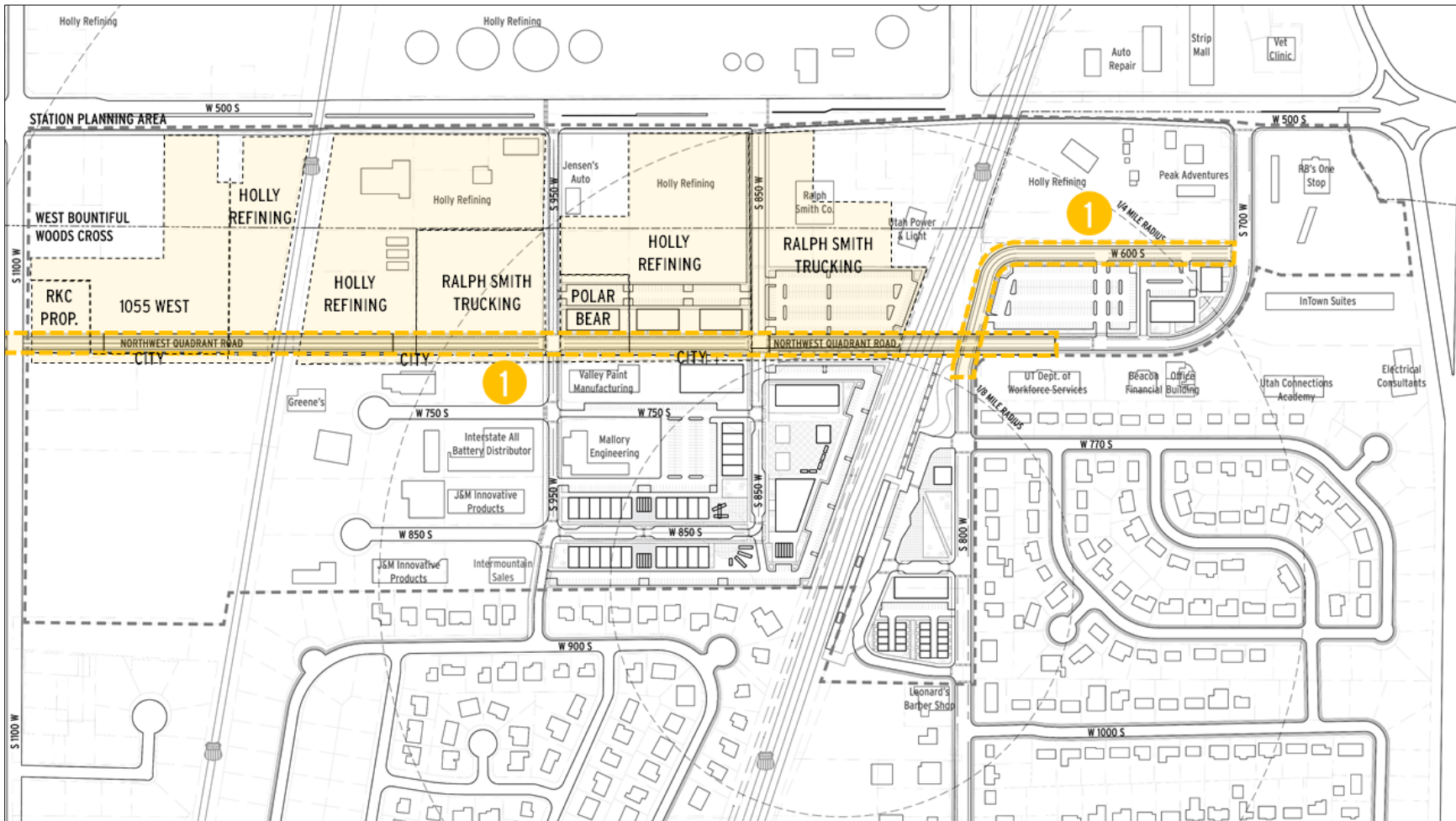


Table 1. Long-Term Priority Project List

| LONG-TERM PRIORITY PROJECT |                                    |  |   |   |                |                 |
|----------------------------|------------------------------------|--|---|---|----------------|-----------------|
| NO.                        | PROJECT                            | ELEMENTS   | TASKS   | RESPONSIBILITY                            | DRAFT SCHEDULE | FUNDING SOURCES |
| 1                          | Northwest Quadrant Connector Study | <ul style="list-style-type: none"> <li>• New roadway with two overpass bridges</li> <li>• Property acquisition (60' ROW)</li> <li>• Realigned W 700 S</li> </ul> | <ul style="list-style-type: none"> <li>• Develop work scope.</li> <li>• Identify budget and funding sources.</li> <li>• Select consultant.</li> <li>• Develop 30% engineering drawings.</li> <li>• Develop preliminary cost estimate.</li> <li>• Identify next steps.</li> <li>• Review with Council and public.</li> </ul> | City of Woods Cross Community Development | TBD            | TBD             |

## 1 | Northwest Quadrant Connector Study

The Northwest Quadrant Connector Study should further analyze the conditions, issues and costs surrounding the potential Northwest Quadrant Road and realigned W 700 S.

The study would result in a conceptual (30% engineering) design of the Northwest Quadrant road and realigned W 700 S. Stakeholder involvement in the study would include at a minimum the City of Woods Cross, Rocky Mountain Power, Union Pacific, and affected property owners such as Ralph Smith Trucking and Holly Refining.

The study should consider the previous Walking & Biking Bridge Study and examine and evaluate any other potential issues. These may include the existing powerline pole impacts and estimating the cost and issues associated with any impact. The study should also determine land impacts, including property outside of the project area, as the roadway should be designed to extend west all the way to Redwood Road. Lastly, the study may need further environmental analysis.

Figure 17. Northwest Quadrant Connector Study

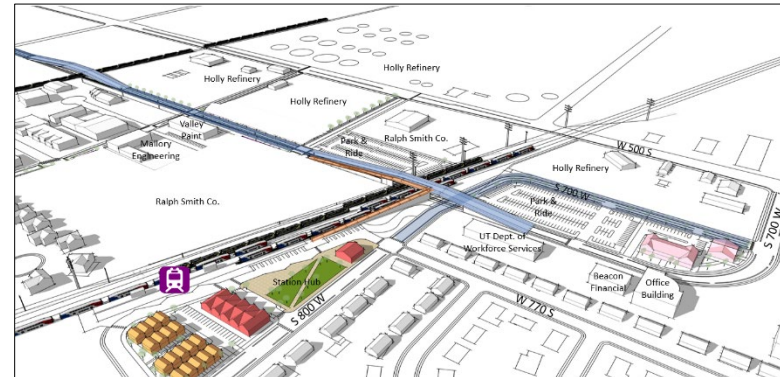


Figure 18. Northwest Quadrant Connector Study



## LONG-TERM POLICY & REGULATORY RECOMMENDATIONS

### LIGHT INDUSTRIAL/BUSINESS PARK ZONE (I-1)

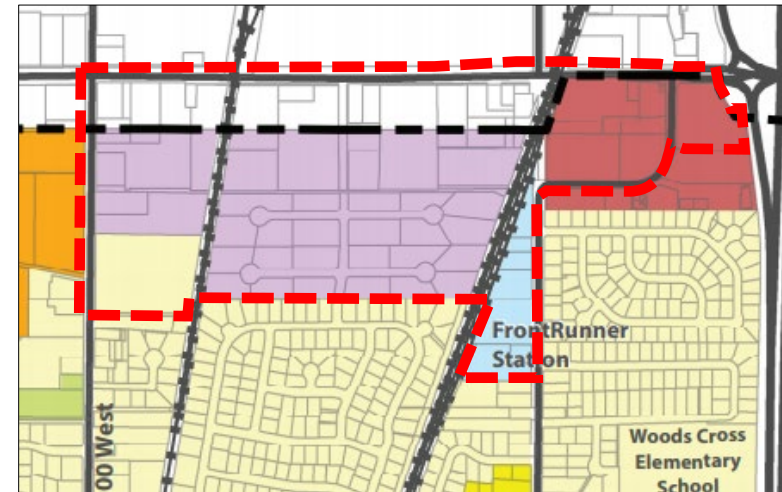
*Development proposed for the I-1 Zone, flex-space employment and retail squares, is generally consistent. Recommended changes to the existing zoning ordinance to ensure successful development of the Preferred Vision include the following.*

I-1 Zone currently does not permit retail, with the exception of “outside retail displays and outdoor storage of retail products”. It is recommended that the City permit retail uses as a conditional use, or as part of a planned development.

I-1 Zone requires that each parcel is a minimum of one acre. The City should evaluate whether this requirement should be revised to allow for smaller, more incremental development.

Front yard and side yard setback requirements are 30 feet with an option to appeal for a 20-foot and 15-foot setback. The yard setback requirements for I-1 Zone are excessive for a street-oriented, walking-oriented development and may limit the attractiveness and effectiveness of the streetscape. It is recommended that the City consider a 10-foot setback for both the front and side yard when a smaller setback enhances the streetscape and will not be detrimental to the proposed development or its surroundings.

Figure 19. Woods Cross Existing Zoning



#### Land Use Zones

- Agricultural Zone A-1
- Residential Zone R-1-8
- Residential Zone R-2
- Residential Zone R-4
- Legacy Gateway Neighborhood/Mixed Use District LGN
- Legacy Gateway Core Commercial District LGC
- Restricted Commercial Zone C-1
- General Commercial Zone C-2
- Special Use Zone S-1
- Light Industrial / Business Park Zone I-1
- Light Industrial Zone I-1A
- Industrial Zone I-2
- Airport Zone AP

## BUSINESS CASE

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Given the scarcity of public funds available for infrastructure and redevelopment projects, the expected economic value of the Station Area redevelopment must be considered, especially in the context of other public infrastructure and redevelopment projects along the UTA Frontrunner line or the Wasatch Front Region. This section provides a high-level overview of the anticipated development costs and the associated tax revenue created from the proposed development plan.

The public infrastructure components of the proposed project (new roads, pedestrian bridge, etc.) will be the major cost driver and will ultimately dictate the eventual implementation timeline. However, cost estimates are beyond the scope of this analysis because there are many unknown variables that will have a tremendous impact on the overall cost of the infrastructure (e.g. engineering requirements, superfund contamination mitigation, design requirements of the walking & biking bridge, etc.). Instead, this business case analysis will detail the development costs of project components for which estimates can be reasonably generated. Final cost estimates will require follow on funding which should be given high priority.

## METHODOLOGY AND FINDINGS

Estimates for the development costs and tax revenues were created based on the five priority project recommendations described above. Data sources include CoStar Group, Utah Real Estate Multiple Listing Service, ESRI, and primary research obtained from area contractors. Individual elements of the project were evaluated according to product type (i.e. Office, Retail, Townhome) and lease estimates obtained from existing buildings within a 5-mile radius of the Station. Cost of land was estimated at

approximately \$17.48/ sq. ft. and is based on vacant land listings that have recently sold in the market area. This average cost of land was used throughout the analysis based on the land consumption required by each of the proposed development activities. Some of the proposed commercial development activities are proposed to occur on public land (i.e. owned by UTA). While the possibility exists that a portion of the land costs could be written down as a possible development incentive, the business case analysis assumes that full market rate will be paid by the future developer for land currently owned by UTA.

### Priority Project #1 – Walking and Biking Bridge

Cost estimates not available at this time as described in preceding paragraphs.

### Priority Project #2 – North Park and Ride Expansion

The expansion of the North Park and Ride will not require any additional land acquisition. Cost estimates for the surface stalls were obtained from UTA staff. UTA personnel indicated that based on recent projects, the cost of developing additional spaces at the park and ride would range between \$6,000 and \$10,000 per parking space. The variability is due to site conditions including soil quality, slope, access requirements, and other special considerations. For this business case analysis, a cost of \$8,000, or a mid-range estimate is assumed.

Based on this estimate, the cost of developing priority Project #2 is estimated to cost approximately \$1.28M, but could be as high as \$1.6M. Assuming that UTA would retain ownership of the lot and that it would remain a public asset, the project won't generate any direct tax revenue.



| North Park and Ride Expansion |          |        |           |             |
|-------------------------------|----------|--------|-----------|-------------|
|                               | Estimate | Unit   | Price Per | Cost        |
| Land                          | N/A      | N/A    | N/A       | \$ -        |
| New Spaces                    | 160      | Spaces | \$ 8,000  | \$1,280,000 |
| Total                         |          |        |           | \$1,280,000 |

### Priority Project #3 – Office Parcel Development

The proposed project incorporates 26,000 SF of office space in the northeastern quadrant of the SAP. The office development is anticipated to consist of two two-story buildings, utilizing approximately 1.6 acres of land that is currently occupied by the UTA park and ride.

#### Construction Costs

The office development is anticipated to cost approximately \$5.8 million, including the purchase of land, construction of the buildings, and the development of 71 surface parking spaces. Assuming that the surface parking will be developed by the private sector rather than the UTA directly, the cost of parking will likely be less due to the differences between regulatory requirements and is estimated to cost \$5,000 per space rather than \$8,000.

| Office Development |          |        |            |             |
|--------------------|----------|--------|------------|-------------|
|                    | Estimate | Unit   | Price Per  | Cost        |
| Land               | 1.6      | AC     | \$ 761,573 | \$1,218,516 |
| Building           | 26,000   | SF     | \$ 165     | \$4,290,000 |
| Parking            | 71       | Spaces | \$ 5,000   | \$ 355,000  |
| Total              |          |        |            | \$5,863,516 |

#### Project Revenue

Based on market data from a 5-mile radius surrounding the Station, the office component will likely be able to obtain a \$20/SF triple-net (“NNN”) lease rate, with a stabilized vacancy of 6.8%.

| Office: Income Estimates |            |
|--------------------------|------------|
| Leasable Square Feet     | 23,400     |
| Rental Rate per SF       | \$ 20.00   |
| Stabilized Vacancy       | 6.80%      |
| Stabilized Rental Income | \$ 436,176 |

While the initial market report showed a rental rate lower than the \$20/SF estimate, a more detailed analysis of office properties showed that the market has a significant number of older office properties, providing downward pressure on average weighted rents in the area. Newer products, especially those less than five years old, have demonstrated the ability to command higher rates.

| Office Rent by Age: 5 mi. radius, class B, avg weighted rent |    |       |
|--|----|-------|
| All ages   | \$ | 16.50 |
| Less than 20 yrs   | \$ | 21.36 |
| Less than 10 yrs   | \$ | 23.53 |
| Less than 5 yrs  | \$ | 25.37 |

#### Feasibility

After deducting operating expenses and debt service, it is estimated that the office component will yield a stabilized net operating income of approximately \$428,426 per year. Because of the relatively soft lease rates for office in the market area and conservative projections, the cash-on-cash return for the office

development is anticipated to be approximately 6.85%. While some developers may have interest at this level of return, most developers along the Wasatch Front will be looking to achieve cash-on-cash returns of at least 10%. Methods for how to increase the potential returns and the investment attractiveness will be described in the funding strategies section of this report.

| Office: Project Feasibility - Without Public Participation |            |
|--|------------|
| Annual Net Operating Income                                | \$ 428,426 |
| Cash on Cash Return  | 6.85%      |
| Debt Coverage Ratio  | 1.32       |
| Net Present Value  | \$196,832  |
| Internal Rate of Return                                    | 12%        |

#### Priority Project #4 – West Park and Ride

The land identified for Priority Project #4 is currently owned by Smith Trucking and redevelopment will require a transaction for the property to transfer ownership to the UTA. Utilizing the land cost estimate described above, the land required for the new park and ride will cost approximately \$1.9M, but could be considerably less based on a site-specific appraisal and the potential for environmental contamination. Therefore, the \$1.9M could be considered a worst-case scenario. Once again utilizing the UTA-provided estimate of \$8,000 per stall, and the total cost to develop the West Park and Ride is estimated at \$3.7M.

| West Park and Ride |          |        |              |                    |
|--------------------|----------|--------|--------------|--------------------|
|                    | Estimate | Unit   | Price Per    | Cost               |
| Land               | 2.5      | AC     | \$ 761,573   | \$1,903,931        |
| New Spaces         | 232      | Spaces | \$ 8,000     | \$1,856,000        |
|                    |          |        | <b>Total</b> | <b>\$3,759,931</b> |

#### Priority Project #5 – South Park and Ride Redevelopment

The proposed project includes 9,000 SF of retail space as part of the redevelopment of the South Park and Ride, directly west of the tracks. The retail development is anticipated to consist of a small retail pavilion, retail squares, and a ground floor restaurant, utilizing approximately 1.3 acres.

#### Development Costs

Cost for the retail pavilion could vary widely based on style and design. If a simple open space design with minimal hard surfacing is utilized then the cost would be quite small, but more elaborate designs could increase the cost significantly. The cost of construction of the retail building is estimated at \$150 per SF and a budget of \$75,000 for the retail pavilion brings the total cost for the redevelopment of the South Park and Ride to approximately \$2.5 million. Additional complexity of the pavilion cannot be supported by private sector development and those costs would need to be covered by the public sector.



| South Park and Ride Redevelopment |          |        |            |             |
|-----------------------------------|----------|--------|------------|-------------|
|                                   | Estimate | Unit   | Price Per  | Cost        |
| Land                              | 1.3      | AC     | \$ 761,573 | \$ 990,044  |
| Building                          | 9,000    | SF     | \$ 150     | \$1,350,000 |
| Pavilion                          | 2,500    | SF     | \$ 15      | \$ 75,000   |
| Parking                           | 20       | Spaces | \$ 5,000   | \$ 100,000  |
| Total                             |          |        |            | \$2,515,044 |

### Revenues

Based on market data from a 5-mile periphery, lease rates from existing retail buildings vary significantly based on the age of the property. While examples are available with lease rates of \$25/SF, a conservative estimate of \$20/SF with a triple net lease was used. The resulting stabilized rental income based on a triple net lease is approximately \$171,540 per year.

| Retail: Income Estimates |            |
|--------------------------|------------|
| Leasable Square Feet     | 9,000      |
| Rental Rate per SF       | \$20.00    |
| Stabilized Vacancy       | 4.70%      |
| Stabilized Rental Income | \$ 171,540 |

### Feasibility

Financial returns on the retail development, including the pavilion and additional parking, are insufficient to likely gain interest of the private sector.

| Retail: Project Feasibility - Without Public Participation |            |
|--|------------|
| Annual Net Operating Income                                | \$ 169,308 |
| Cash on Cash Return  | 5.35%      |
| Debt Coverage Ratio  | 1.39       |
| Internal Rate of Return                                    | 8%         |

### Townhomes

The South Park and Ride redevelopment also includes the construction of 18 townhomes in the southern area of the project area. The townhomes are anticipated to be similar in quality to other townhomes found in the market area with an average size of 1,200 SF and could include live-work amenities.

### Construction Cost

It is estimated that the homes will be constructed at a cost of \$170,000 each, or approximately \$141/SF. Including land purchase and parking, the total cost for development of the townhomes is estimated at \$3.77 million.

| Townhome Development |          |        |            |             |
|----------------------|----------|--------|------------|-------------|
|                      | Estimate | Unit   | Price Per  | Cost        |
| Land                 | 0.7      | AC     | \$ 761,573 | \$ 533,101  |
| Building             | 18       | Units  | \$ 170,000 | \$3,060,000 |
| Parking              | 36       | Spaces | \$ 5,000   | \$ 180,000  |
| Total                |          |        |            | \$3,773,101 |

### Proceeds from Home Sales

An analysis of recently sold townhomes in the proximate market area suggests that the new homes will sell for approximately \$190-215/SF. Estimating a sales price in the middle of the range at \$205/SF, the proposed townhomes would sell for approximately \$246,000 each. Overall, it is expected that the townhomes will generate sales of \$4.4 Million.

| Townhome Sale Proceeds           |              |
|----------------------------------|--------------|
| Number of townhomes              | 18           |
| SF / Home                        | 1,200        |
| Total SF                         | 21,600       |
| Sales Price (\$/SF)              | \$ 205       |
| Estimated Revenue from Sale      | \$ 4,428,000 |
| Selling Costs (commission, etc.) | \$ (503,276) |
| Net Proceeds                     | \$ 151,623   |
| ROI                              | 11.5%        |

### Feasibility

With such a high cost of land anticipated, the townhomes aren't expected to generate significant profit after transaction costs (realtor commissions, closing costs, etc.) are factored in. And with a relatively small number of units, they collectively will contribute only marginally to the new property tax base. However, townhomes meet regional and UTA development goals by providing affordable housing options and a diversity of types in the most dense areas within the Station Area. The development of these homes may also help to reduce crime and illicit activity in the Station Area, which will be key to the economic success of the project.

### Combined Feasibility

While multiple development scenarios exist including the possibility for public-private partnerships that could significantly change the overall structure of the financial returns, for purposes of this high level estimate a blended investment was analyzed that assumes that a single private-sector developer could be attracted to implement all of the commercial development activities within the top five priorities outlined herein (excludes park and rides). This blended approach assumes the development timeline proposed herein is heeded, namely that the office uses would be developed first, followed by the townhomes and retail uses. Blended together and assuming no public sector participation, the investment is anticipated to generate a cash-on-cash return of approximately 6.5%. This return by itself is not likely going to attract the interest of a private sector developer and additional partnering will be required to achieve a threshold cash-on-cash return of 10%.

| Combined Cash Flow and Returns |               |
|--------------------------------|---------------|
| Total Development Amount       | \$ 12,151,661 |
| Equity Requirement             | \$ 3,666,730  |
| Average Cash on Cash Return    | 6.44%         |

## FUNDING STRATEGIES

### Funding Commercial Development

As described in the business case section of this report, the estimated construction costs combined with the estimates for projected lease rates create an investment proposition that will likely be insufficient to capture the interest of most developers in the market area. However, if there is political interest in pursuing Tax Increment Financing (“TIF”) the project may be able to achieve the necessary rates of return to attract private sector investment.

The property tax table in Exhibit A shows the breakdown of taxing entities within the project area, the estimated taxable value of each of the proposed development types<sup>1</sup>, and the incremental property tax that the project is expected to generate. Overall, the estimated taxable value of the proposed projects is approximately \$7.9M which will generate tax revenue of approximately \$103,000 per year split amongst the taxing entities. Projecting this revenue amount over a 25 year period (maximum length of time allowed for a CRA/TIF project) and assuming a 3.75% discount rate results in a net present value (“NPV”) of tax revenue of \$1.9M. In other words, if 100% of the tax revenue from the privately developed elements of the project was used to secure a bond to fund construction, the value of the bond would be approximately \$1.9M.

A more realistic scenario is to assume that the County’s taxing entities will likely be unwilling to allocate 100% of the tax revenue to cover development costs. Based on other similar projects

<sup>1</sup> Taxable value estimated at 75% of the cost of development for commercial and retail buildings. Residential buildings have an additional 55% primary residence factor applied per State regulations.

through the region, it is more likely that the maximum amount that the taxing entities would be willing to allocate would be in the range of 40-60% of the tax increment. Utilizing 60% as the participation rate, the available TIF to cover project cost is approximately \$62,000 per year and the 25-year NPV is reduced to \$1.17M. Given the type of uses within the project, it will be more feasible politically to allocate the TIF to the project on a cash-flow basis rather than bringing the value up front through a TIF-backed bond. Therefore, if this portion of the available TIF is allocated to the project on an annual basis for a period of 10 years<sup>2</sup>, then the anticipated rate of return for the developer increases from a 6.44% cash-on-cash return to approximately 9.24%. Additional public participation in combination with TIF participation could allow the project to achieve the threshold 10% cash-on-cash return. This modest increase in project profitability due to TIF participation will likely play a key role in whether or not a developer can be recruited in for the project.

| Combined Cash Flow and Returns |       |
|--------------------------------|-------|
| Cash-on-cash w/o TIF           | 6.44% |
| Cash-on-cash w/ TIF            | 9.24% |

It is important to note that a 60% TIF participation rate is not guaranteed, and additional analysis and a possible lengthy political process will be required to secure this level of participation from the taxing entities. In particular, Davis County utilizes a formula for determining its TIF participation rate, and among other factors, includes the number of new jobs that will be created from the project. With the top five priority project

<sup>2</sup> While 25 years is the maximum amount allowed by law, 10 years of property tax participation will be more politically feasible

recommendations focused on retail and small office users, net new jobs directly tied to the project will be relatively low and may not achieve the thresholds established by the County. Detailed estimates on the number of new jobs anticipated from the project are not possible at this time because of uncertainties regarding which tenants would occupy the new project. While not expected, it is theoretically possible that many of the tenants of the new project will be existing companies in the region that will relocate to the newer and more premium space, rather than new companies. For these reasons, TIF participation at a modest 60% has been utilized rather than a more optimistic 80%+ participation rate.

In summary, the anticipated tax increment at modest participation rates will likely create the economic parameters needed to sufficiently incentivize a private developer to partner with the community to construct the commercial development components outlined in the preferred scenario. Unless very high participation rates are agreed upon by the taxing entities, or unless the cost of land is drastically reduced through public incentive, it is not anticipated that there will be a surplus of tax increment that could be allocated to contribute to the cost of the public infrastructure components of the preferred scenario, such as the transportation infrastructure or the park and ride lots.

### Funding for the Public Infrastructure

With minimal TIF available to allocate to infrastructure, funding for the public infrastructure components of the preferred scenario will largely be dependent upon the political will of the public bodies that have an interest in the project area. Multiple potential incentive options and funding sources were analyzed to identify alignment between the project activities and the funding

priorities. Unfortunately, due to the relative financial strength of Davis County and the specific census tract of the project site, the project does not qualify for major economic development funding programs such as the EDA grants, New Markets Tax Credits, or the Opportunity Zone tax credit program. Incentives offered through the Governor's Office of Economic Development (e.g. EDTIF) are also not likely due to the anticipated small number of new jobs that will likely be created. Should a large employer make a commitment to locate to the new office space, then direct assistance from GOED programs may become available.

What is available are smaller, more targeted funding sources that align with specific elements of the proposed project such as the Safe Routes Utah program that could help fund a portion of the project costs that are related to pedestrian and bike paths, provided the final design aligns with the program's guidelines. Another potential funding source within this category is the USDOT Transportation Alternatives Program that may be able to fund a portion of the pedestrian and bike path infrastructure.

More likely however, is that the majority of the funding required for the new park and ride lots and the transportation infrastructure will have to be paid for through partnerships between the local and regional political bodies (WFRC, County, cities, etc.) and State entities such as the Department of Transportation and the Utah Transit Authority. It is recommended that the City of Woods Cross work closely with the Wasatch Front Regional Council to begin the process of prioritizing the proposed projects and determine a targeted political strategy for how to obtain funding from the State organizations.

# EXHIBIT A

| INCREMENTAL TAX ANALYSIS:                         | Payment Year      | 2020        | 2021                | 2022                | 2023                | 2024                | 2025                | 2026                | 2027                | 2028                | 2029                | 2030                | 2031                | 2032                |      |
|---|-------------------|-------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------|
|   | Tax Year          | 2019        | 2020                | 2021                | 2022                | 2023                | 2024                | 2025                | 2026                | 2027                | 2028                | 2029                | 2030                | 2031                | 2032 |
|   | Year              | Year 0      | Year 1              | Year 2              | Year 3              | Year 4              | Year 5              | Year 6              | Year 7              | Year 8              | Year 9              | Year 10             | Year 11             | Year 12             |      |
| Park and Ride                                     |                   | \$ -        | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |      |
| Office Component                                  |                   |             | \$ 4,397,637        | \$ 4,485,590        | \$ 4,575,302        | \$ 4,666,808        | \$ 4,760,144        | \$ 4,855,347        | \$ 4,952,454        | \$ 5,051,503        | \$ 5,152,533        | \$ 5,255,583        | \$ 5,360,695        | \$ 5,467,909        |      |
| Retail Component                                  |                   |             |                     | \$ 1,886,283        | \$ 1,924,009        | \$ 1,962,489        | \$ 2,001,739        | \$ 2,041,774        | \$ 2,082,609        | \$ 2,124,261        | \$ 2,166,747        | \$ 2,210,081        | \$ 2,254,283        | \$ 2,299,369        |      |
| Townhomes   |                   |             |                     | \$ 1,556,404        | \$ 1,587,532        | \$ 1,619,283        | \$ 1,651,668        | \$ 1,684,702        | \$ 1,718,396        | \$ 1,752,764        | \$ 1,787,819        | \$ 1,823,575        | \$ 1,860,047        | \$ 1,897,248        |      |
| <b>TOTAL INCREMENTAL VALUE:</b>                   |                   | <b>\$ -</b> | <b>\$ 4,397,637</b> | <b>\$ 7,928,277</b> | <b>\$ 8,086,843</b> | <b>\$ 8,248,580</b> | <b>\$ 8,413,551</b> | <b>\$ 8,581,822</b> | <b>\$ 8,753,459</b> | <b>\$ 8,928,528</b> | <b>\$ 9,107,098</b> | <b>\$ 9,289,240</b> | <b>\$ 9,475,025</b> | <b>\$ 9,664,526</b> |      |
| <b>TAX RATE &amp; INCREMENT ANALYSIS:</b>         | <b>2018 RATES</b> |             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |      |
| Davis County                                      | 0.001209          | -           | 5,317               | 9,585               | 9,777               | 9,973               | 10,172              | 10,375              | 10,583              | 10,795              | 11,010              | 11,231              | 11,455              | 11,684              |      |
| Davis County School District                      | 0.005965          | -           | 26,232              | 47,292              | 48,238              | 49,203              | 50,187              | 51,191              | 52,214              | 53,259              | 54,324              | 55,410              | 56,519              | 57,649              |      |
| State Charter School Levy                         | 0.000070          | -           | 308                 | 555                 | 566                 | 577                 | 589                 | 601                 | 613                 | 625                 | 637                 | 650                 | 663                 | 677                 |      |
| Woods Cross City                                  | 0.001766          | -           | 7,766               | 14,001              | 14,281              | 14,567              | 14,858              | 15,155              | 15,459              | 15,768              | 16,083              | 16,405              | 16,733              | 17,068              |      |
| Weber Basin Water                                 | 0.000164          | -           | 721                 | 1,300               | 1,326               | 1,353               | 1,380               | 1,407               | 1,436               | 1,464               | 1,494               | 1,523               | 1,554               | 1,585               |      |
| Mosquito Abatement                                | 0.000119          | -           | 523                 | 943                 | 962                 | 982                 | 1,001               | 1,021               | 1,042               | 1,062               | 1,084               | 1,105               | 1,128               | 1,150               |      |
| South Davis Sewer                                 | 0.000245          | -           | 1,077               | 1,942               | 1,981               | 2,021               | 2,061               | 2,103               | 2,145               | 2,187               | 2,231               | 2,276               | 2,321               | 2,368               |      |
| South Davis Recreation                            | 0.000257          | -           | 1,130               | 2,038               | 2,078               | 2,120               | 2,162               | 2,206               | 2,250               | 2,295               | 2,341               | 2,387               | 2,435               | 2,484               |      |
| South Davis Metro Fire                            | 0.000343          | -           | 1,508               | 2,719               | 2,774               | 2,829               | 2,886               | 2,944               | 3,002               | 3,062               | 3,124               | 3,186               | 3,250               | 3,315               |      |
| State Basic School Levy                           | 0.001666          | -           | 7,326               | 13,209              | 13,473              | 13,742              | 14,017              | 14,297              | 14,583              | 14,875              | 15,172              | 15,476              | 15,785              | 16,101              |      |
| County Library                                    | 0.000349          | -           | 1,535               | 2,767               | 2,822               | 2,879               | 2,936               | 2,995               | 3,055               | 3,116               | 3,178               | 3,242               | 3,307               | 3,373               |      |
| Davis County Flood                                | 0.000217          | -           | 954                 | 1,720               | 1,755               | 1,790               | 1,826               | 1,862               | 1,900               | 1,937               | 1,976               | 2,016               | 2,056               | 2,097               |      |
| Davis County Health & Services                    | 0.000228          | -           | 994                 | 1,792               | 1,828               | 1,864               | 1,901               | 1,939               | 1,978               | 2,018               | 2,058               | 2,099               | 2,141               | 2,184               |      |
| County Assess & Collect Levy                      | 0.000193          | -           | 849                 | 1,530               | 1,561               | 1,592               | 1,624               | 1,656               | 1,689               | 1,723               | 1,758               | 1,793               | 1,829               | 1,865               |      |
| Davis Jail Bond                                   | 0.000062          | -           | 273                 | 492                 | 501                 | 511                 | 522                 | 532                 | 543                 | 554                 | 565                 | 576                 | 587                 | 599                 |      |
| Davis County Paramedic                            | 0.000130          | -           | 572                 | 1,031               | 1,051               | 1,072               | 1,094               | 1,116               | 1,138               | 1,161               | 1,184               | 1,208               | 1,232               | 1,256               |      |
| Multicity Assess & Collect Levy                   | 0.000009          | -           | 40                  | 71                  | 73                  | 74                  | 76                  | 77                  | 79                  | 80                  | 82                  | 84                  | 85                  | 87                  |      |
| Totals:   | 0.012990          | -           | 57,125              | 102,988             | 105,048             | 107,149             | 109,292             | 111,478             | 113,707             | 115,982             | 118,301             | 120,667             | 123,081             | 125,542             |      |
| <b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b> |                   | <b>\$ -</b> | <b>\$ 57,125</b>    | <b>\$ 102,988</b>   | <b>\$ 105,048</b>   | <b>\$ 107,149</b>   | <b>\$ 109,292</b>   | <b>\$ 111,478</b>   | <b>\$ 113,707</b>   | <b>\$ 115,982</b>   | <b>\$ 118,301</b>   | <b>\$ 120,667</b>   | <b>\$ 123,081</b>   | <b>\$ 125,542</b>   |      |

| 2033                | 2034                 | 2035                 | 2036                 | 2037                 | 2038                 | 2039                 | 2040                 | 2041                 | 2042                 | 2043                 | 2044                 | 2045                 | TOTALS              | NPV              |
|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|------------------|
| 2032                | 2033                 | 2034                 | 2035                 | 2036                 | 2037                 | 2038                 | 2039                 | 2040                 | 2041                 | 2042                 | 2043                 | 2044                 |                     |                  |
| Year 13             | Year 14              | Year 15              | Year 16              | Year 17              | Year 18              | Year 19              | Year 20              | Year 21              | Year 22              | Year 23              | Year 24              | Year 25              |                     |                  |
| \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |                     |                  |
| \$ 5,577,267        | \$ 5,688,813         | \$ 5,802,589         | \$ 5,918,641         | \$ 6,037,013         | \$ 6,157,754         | \$ 6,280,909         | \$ 6,406,527         | \$ 6,534,657         | \$ 6,665,351         | \$ 6,798,658         | \$ 6,934,631         | \$ 7,073,323         |                     |                  |
| \$ 2,345,356        | \$ 2,392,263         | \$ 2,440,109         | \$ 2,488,911         | \$ 2,538,689         | \$ 2,589,463         | \$ 2,641,252         | \$ 2,694,077         | \$ 2,747,959         | \$ 2,802,918         | \$ 2,858,976         | \$ 2,916,156         | \$ 2,974,479         |                     |                  |
| 1,935,193           | 1,973,897            | 2,013,375            | 2,053,642            | 2,094,715            | 2,136,609            | 2,179,341            | 2,222,928            | 2,267,387            | 2,312,735            | 2,358,989            | 2,406,169            | 2,454,292            |                     |                  |
| <b>\$ 9,857,816</b> | <b>\$ 10,054,973</b> | <b>\$ 10,256,072</b> | <b>\$ 10,461,193</b> | <b>\$ 10,670,417</b> | <b>\$ 10,883,826</b> | <b>\$ 11,101,502</b> | <b>\$ 11,323,532</b> | <b>\$ 11,550,003</b> | <b>\$ 11,781,003</b> | <b>\$ 12,016,623</b> | <b>\$ 12,256,955</b> | <b>\$ 12,502,094</b> |                     |                  |
| 11,918              | 12,156               | 12,400               | 12,648               | 12,901               | 13,159               | 13,422               | 13,690               | 13,964               | 14,243               | 14,528               | 14,819               | 15,115               | 296,919             | 182,089          |
| 58,802              | 59,978               | 61,177               | 62,401               | 63,649               | 64,922               | 66,220               | 67,545               | 68,896               | 70,274               | 71,679               | 73,113               | 74,575               | 1,464,948           | 898,396          |
| 690                 | 704                  | 718                  | 732                  | 747                  | 762                  | 777                  | 793                  | 809                  | 825                  | 841                  | 858                  | 875                  | 17,191              | 10,543           |
| 17,409              | 17,757               | 18,112               | 18,474               | 18,844               | 19,221               | 19,605               | 19,997               | 20,397               | 20,805               | 21,221               | 21,646               | 22,079               | 433,713             | 265,979          |
| 1,617               | 1,649                | 1,682                | 1,716                | 1,750                | 1,785                | 1,821                | 1,857                | 1,894                | 1,932                | 1,971                | 2,010                | 2,050                | 40,277              | 24,700           |
| 1,173               | 1,197                | 1,220                | 1,245                | 1,270                | 1,295                | 1,321                | 1,348                | 1,374                | 1,402                | 1,430                | 1,459                | 1,488                | 29,225              | 17,923           |
| 2,415               | 2,463                | 2,513                | 2,563                | 2,614                | 2,667                | 2,720                | 2,774                | 2,830                | 2,886                | 2,944                | 3,003                | 3,063                | 60,170              | 36,900           |
| 2,533               | 2,584                | 2,636                | 2,689                | 2,742                | 2,797                | 2,853                | 2,910                | 2,968                | 3,028                | 3,088                | 3,150                | 3,213                | 63,117              | 38,707           |
| 3,381               | 3,449                | 3,518                | 3,588                | 3,660                | 3,733                | 3,808                | 3,884                | 3,962                | 4,041                | 4,122                | 4,204                | 4,288                | 84,238              | 51,660           |
| 16,423              | 16,752               | 17,087               | 17,428               | 17,777               | 18,132               | 18,495               | 18,865               | 19,242               | 19,627               | 20,020               | 20,420               | 20,828               | 409,154             | 250,918          |
| 3,440               | 3,509                | 3,579                | 3,651                | 3,724                | 3,798                | 3,874                | 3,952                | 4,031                | 4,112                | 4,194                | 4,278                | 4,363                | 85,711              | 52,563           |
| 2,139               | 2,182                | 2,226                | 2,270                | 2,315                | 2,362                | 2,409                | 2,457                | 2,506                | 2,556                | 2,608                | 2,660                | 2,713                | 53,293              | 32,683           |
| 2,228               | 2,272                | 2,318                | 2,364                | 2,412                | 2,460                | 2,509                | 2,559                | 2,610                | 2,663                | 2,716                | 2,770                | 2,825                | 55,503              | 34,038           |
| 1,903               | 1,941                | 1,979                | 2,019                | 2,059                | 2,101                | 2,143                | 2,185                | 2,229                | 2,274                | 2,319                | 2,366                | 2,413                | 47,399              | 29,068           |
| 611                 | 623                  | 636                  | 649                  | 662                  | 675                  | 688                  | 702                  | 716                  | 730                  | 745                  | 760                  | 775                  | 15,227              | 9,338            |
| 1,282               | 1,307                | 1,333                | 1,360                | 1,387                | 1,415                | 1,443                | 1,472                | 1,502                | 1,532                | 1,562                | 1,593                | 1,625                | 31,927              | 19,579           |
| 89                  | 90                   | 92                   | 94                   | 96                   | 98                   | 100                  | 102                  | 104                  | 106                  | 108                  | 110                  | 113                  | 2,210               | 1,356            |
| 128,053             | 130,614              | 133,226              | 135,891              | 138,609              | 141,381              | 144,209              | 147,093              | 150,035              | 153,035              | 156,096              | 159,218              | 162,402              | 3,190,222           | 1,956,439        |
| <b>\$ 128,053</b>   | <b>\$ 130,614</b>    | <b>\$ 133,226</b>    | <b>\$ 135,891</b>    | <b>\$ 138,609</b>    | <b>\$ 141,381</b>    | <b>\$ 144,209</b>    | <b>\$ 147,093</b>    | <b>\$ 150,035</b>    | <b>\$ 153,035</b>    | <b>\$ 156,096</b>    | <b>\$ 159,218</b>    | <b>\$ 162,402</b>    | <b>\$ 3,190,222</b> | <b>1,956,439</b> |

## Woods Cross Station Area Plan

### TECHNICAL MEMORANDUM

To: Crandall Arambula

Date: 6/10/19

From: Fehr & Peers; Stephanie Tomlin & Kyle Cook

**Subject: Transportation Conditions - Strategic Recommendations**

UT18-2133

This memo provides an overview of future implications of the proposed Northwest Quadrant Connector Road, and the bicycle and pedestrian bridge over the Utah Transit Authority (UTA) and Union Pacific (UP) railroads near 500 South and 800 West.

#### **Bicycle and Pedestrian Bridge**

The proposed bicycle and pedestrian bridge and multi-use trail called out in **Figure 1** would provide active transportation connectivity enhancements in an area immediately adjacent to existing and proposed active transportation amenities and a heavy rail transit station.



**Figure 1: Proposed Bicycle and Pedestrian Bridge and Multi-use Trail**

An easily quantifiable metric associated with the proposed bridge is travel distance and travel time savings for bicyclists and pedestrians to access the FrontRunner station from the west side of the railroad tracks.



The bridge proposed decreases overall travel distances, and travel times, because it provides a more direct connection to the FrontRunner station from the west side of the railroad tracks. Active transportation users looking to access the FrontRunner station from 750 South and 950 West could expect their travel distance to decrease from ~.9 miles to ~.25 miles with the installation of the proposed bridge (assuming a 3.1 mile per hour walking pace the proposed bridge decreases walking time from ~30 minutes<sup>1</sup> to ~8 minutes). Similarly, the proposed bridge could reduce travel distances for a pedestrian looking to access the FrontRunner station from 980 West 1200 South from ~1 mile to ~.85 miles (assuming a 3.1 mile per hour walking pace the proposed bridge decreases walking time from ~33<sup>2</sup> minutes to ~27 minutes). These are substantial savings from an active transportation standpoint.

In addition to travel distance and time benefits, active transportation users could expect an increase in the overall quality and comfort of the trip, with the addition of the bicycle and walking bridge. Currently, active transportation users looking to access the FrontRunner station from the west side of the railroad tracks must utilize 500 South or 1500 South on part of their trip. 500 South is a five-lane arterial with an Average Annual Daily Traffic (AADT) count of ~15,000 within the study area. 1500 South is a two-lane collector with an AADT count of ~3,000. 500 South, based on its AADT and number of travel lanes, is considered a high-stress and low comfort walking and biking facility (Level of Traffic Stress category 3). The addition of the proposed bridge eliminates the need for active transportation users to interface with 500 South and 1500 South, and instead puts them on a separated active transportation facility for most of their trip, resulting in a low stress, high comfort experience. The City of Woods Cross could expect to experience higher walking and bicycling activity on and around the proposed bridge due to its higher comfort classification.

Lastly, the proposed bicycle and pedestrian bridge connects existing and proposed active transportation facilities to one another – creating better overall active transportation connectivity. There are existing bike lanes and sidewalks on 500 South, and proposed bike lanes or multi-use trails on 1500 South, 1100 West, and 800 West. The addition of the active transportation bridge would link all these facilities together, making the overall network more robust.

### **Northwest Quadrant Connector Road**

From a roadway form and function standpoint, the addition of the Northwest Quadrant Road (see **Figure 2**) enhances the areas adjacent to the FrontRunner station in three significant ways; it provides a greater level of overall roadway connectivity in the area, it builds out a layered network, and it provides better connection to the proposed development at 500 South and Redwood Road. Each of these concepts are described in greater depth in this section of the memo.

According to the Utah Street Connectivity Guide<sup>3</sup> “good street connectivity redistributes traffic among different routes in a network, providing more options and better accessibility for local traffic. This in return frees some of the capacity on the adjacent arterial roads, which are mostly used by the through traffic” (Utah Street Connectivity Guide, p. 110). The addition of the Northwest Quadrant Road is in keeping with

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<sup>1</sup> This travel time assumption does not include the potential time waiting at the 500 South train crossing.

<sup>2</sup> This travel time assumption does not include the potential time waiting at the 500 South train crossing.

<sup>3</sup> <https://mountainland.org/img/transportation/Studies/Utah%20Street%20Connectivity%20Guide.pdf>



the themes and best practices agreed upon throughout the Utah Street Connectivity Guide. Adding this roadway would provide more options for location traffic in the area, while potentially freeing up some capacity on 500 South. The traffic issues on 500 South are operational in nature, as opposed to volume versus capacity. This is due to the delay caused at the two railroad crossing locations. Having an adjacent roadway without railroad crossings could reduce the operational deficiencies in the areas. The Northwest Quadrant Road could also enhance the overall vehicle circulation in the area by adding more roadway connections to the various businesses and residential nodes in the area.

From a layered network standpoint, the addition of the Northwest Quadrant Road would create an opportunity to reassign the roadway hierarchy in the study area. Throughout much of this planning process the project team learned of the importance of 500 South from a city roadway and placemaking perspective. 500 South is also called out in the General Plan update as ideally becoming a beautiful parkway and integrated place. While these visions for 500 South are desirable from a city standpoint, they may be more difficult to achieve because the roadway is owned and operated by UDOT, and there is strict guidance on acceptable roadway characteristics on UDOT roadways. The introduction of the Northwest Quadrant Road could allow the city to refocus on it as the local collector, with an emphasis on placemaking and beautification, while allowing for 500 South to serve the area as a regional arterial with a greater emphasis on moving vehicles and freight. The layered network approach to city streets acknowledges the difficulty in making all roads ideal for all users, and instead focuses on creating a network of roads emphasizing different user groups that link an overlap where appropriate. The Northwest Quadrant Road fulfills the layered network guidance while having the added benefit of providing direct access to transit.

And lastly, the Northwest Quadrant Road could serve as a conduit to the proposed Legacy Intersection and Redwood Road Corridor development in a much more efficient and city-oriented fashion than 500 South. This roadway, if continued all the way to Redwood, would create a direct connection from the FrontRunner station to the proposed development. And again, this could be done to the specifications the city sets, as opposed to those established by UDOT or other agencies. Meaning the roadway could be designated as a parkway, with two vehicle lanes, separated bike lanes and large sidewalks.



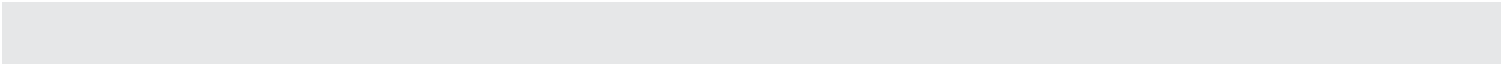


## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Robert Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** February 12, 2020

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>UTA Fare Policy</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Discussion</b>   |
| <b>RECOMMENDATION:</b>   | Informational report for discussion   |
| <b>BACKGROUND:</b>       | <p>The board adopted a Board Policy 4.1 on fares on July 31, 2019. The Fares Department is finalizing a UTA Fares Policy that provides guidance in the administration of the UTA fare system. To assist in finalizing the UTA Fares Policy staff is bringing discussion items to the board to address specific considerations and gather feedback before the fare policy is formally approved.</p>  |
| <b>DISCUSSION:</b>       | <p>The purpose of the fare policy is to guide staff in the administration and operation of the fare system. The Executive Director is responsible for establishing and maintaining a fare system and the fare policy identifies key elements that should be part of the system, including:</p> <ul style="list-style-type: none"><li>• Pricing structure</li><li>• Fare adjustments</li><li>• Complimentary passes</li><li>• Special pricing including pilot programs and fare promotions, and</li><li>• Fare administration</li></ul> <p><i>Creating a pricing structure.</i> The pricing structure is organized around a base fare rate. The pricing structure, when developed and approved, will be included as an Exhibit within the fare policy. This Exhibit will also identify special groups that can ride free and discounts offered to specific rider groups.</p> <p><i>Fare Adjustments.</i> The fare policy recommends the agency review, and propose if necessary, fare adjustments every two years. The fare policy outlines a fare adjustment process that will occur prior to each fare adjustment.</p> |



|                     |  |
|---------------------|--|
|                     | <p><i>Complimentary Passes.</i> The proposed policy addresses overseeing the issuance of complimentary passes within certain parameters including complimentary passes used to support internal operating functions.</p> <p><i>Special Pricing.</i> The proposed policy addresses special pricing, that includes pilot programs and fare promotions. Special pricing includes bulk fare purchases to accommodate large groups. Pass programs offered to businesses, organizations, and institutions are also part of special pricing.</p> <p><i>Administration of the Fare System.</i> Administration of the Fare System includes fare media, fare collection equipment and payment options, and fare validation by operators and transit police officers.</p> <p>Staff will provide a slide presentation and solicit feedback on the draft fare policy.</p> |
| <b>ATTACHMENTS:</b> | 1) Draft UTA Fare Policy   |

**DRAFT FOR DISCUSSION**  
**UTAH TRANSIT AUTHORITY POLICY**

**No. 4.1.1**

**FARES**

I. Purpose: The purpose of this policy is to guide staff in the administration and operation of the Fare System.

II. Definitions:

Bulk Purchase Pricing – discounted pricing which recognizes the economies of scale associated with the purchase of a large volume of transit passes at one time by a group or organization.

Complimentary Passes – FAREPAY cards, electronic fare cards, or other agreed upon fare media, provided free of charge.

Fare Change Proposal – a proposal along with supporting information prepared for presentation to the UTA Board of Trustees advocating a change in the Fare Pricing Structure.

Fare System – combined elements of pricing, policy, and payment to create a methodology for the equitable establishment of fares for use of UTA transit assets including buses, TRAX, and FrontRunner by individuals and groups.

Fare Pricing Structure – the framework of pricing which takes into account the needs and circumstances of various individuals and groups in compliance with federal regulations.

Farebox Recovery Ratio – the amount recovered in fares as compared to the actual operating cost of the transit asset.

FTA Regulations – 49 CFR 600-699 and implementing FTA circulars.

Partners – an organization or entity which has entered into a partnership agreement with UTA to promote the use of public transit through provision of discounted or group fares.

Pass Programs – one of a variety of programs whereby an organization enters into an agreement with UTA to purchase and provide passes to its employees or members at a negotiated discount price.

Pilot Programs – a program designed to test a new or alternative fare media, program, concept or idea in order to determine whether it achieves the desired objectives and should be implemented on a more long-term basis.

Promotional Fares – a temporary fare established in order to incentivize riders, increase awareness of transit services, and encourage ridership.

Title VI Analysis – a detailed study to determine whether a proposed fare structure may inadvertently cause adverse effects that disproportionately affect members of a group identified by race, color, or national origin.

### III. Policy:

#### A. Fare System

1. The Executive Director shall establish and maintain a Fare System which:
  - a. Generates revenue to cover a reasonable portion of the operating expenses
  - b. Establishes a Farebox Recovery Ratio and takes corrective action when it falls below a minimum
  - c. Sets a target cost of collection as a percentage of revenue produced where costs are within industry norms and transparent
  - d. Uses data and analytics to inform decisions
  - e. Uses the following policy values as guiding principles for the fare system:
    - Simple and Easy – The fare structure is simple and easy for riders to understand
    - Convenient – Fare payment maximizes the convenience of paying fares
    - Seamless – Fare payment facilitates seamless travel between all transportation modes
    - Flexible – Anticipates and implements innovative, cost-effective technology
    - Equitable – Eliminates barriers that limit access to transportation for disadvantaged rider groups
    - Efficient – Focuses on improved operational efficiency
    - Sustainable – Supports long-term financial planning and sustainable transit services
2. The Executive Director shall cause fare-related reports and metrics to be developed and reported to the Board of Trustees on a regular basis but no less than annually.
3. The Executive Director shall cause procedures to be developed and implemented which provide for the execution of this policy.

B. Fare Pricing Structure

1. The Executive Director shall create and present to the Board of Trustees for approval a Fare Pricing Structure which:
  - a. Shall be organized around the base fare rate for a single trip
  - b. Sets ski and express bus as a premium rate
  - c. Bases all other fares as a ratio of the base fare rate

| <b>Fare Product</b> | <b>Rate</b> | <b>Multiplier</b> |
|---------------------|-------------|-------------------|
| Day                 | 2 times     | Base Rate         |
| Monthly             | 32 times    | Base Rate         |
| Premium Rate        | 2 times     | Base Rate         |

- d. Identifies groups that may ride free of charge
- e. Sets discounts in order to:
  - Comply with FTA Regulations
  - Provide equity among rider groups with a limited ability to pay
  - Incentivize riders through Promotional Fares
  - Create pricing parameters for bulk purchases and Pass Programs
- f. Provides riders purchasing a single trip a time frame for which they can travel on more than one mode of transit without incurring an additional fare cost.
- g. Allows an optional premium fare to be charged in recognition of the following:
  - Cost to operate the service
  - Longer average trip lengths
  - Additional passenger amenities
- h. Allows for adjustment of the fare pricing structure in support of the following:
  - Time of Day – Encourage travel during off-peak hours
  - Fare Media – Support the adoption of preferred fare media
  - Frequency of Travel – Offer capped values or trips over defined time periods
  - Period Passes – Allow unlimited rides for a designated time period
  - Special Service – Transportation services that supplement fixed-route

C. Fare Adjustments

1. The Executive Director will analyze fare adjustments every two years which:
  - a. Support long-term financial planning



- b. Are modest, rational, and explainable
  - c. Provide a steady and anticipated revenue stream
  - d. Take into consideration changes to the following values:
    - Inflation Rate
    - Subsidy per Rider
    - Farebox Recovery Ratio
2. The Executive Director will present proposed fare adjustments to the Board of Trustees for approval. Prior to proposing a fare adjustment the Fares Director will prepare a Fare Change Proposal and include the following elements:
    - a. Proposed fare adjustment
    - b. Updated pricing structure
    - c. Financial analysis of adjustments
    - d. Comparison of peer agencies and other transit mode pricing
    - e. Recommendation to the Board of Trustees
  3. Prior to a fare adjustment taking effect the Authority staff will perform a Title VI analysis and formally solicit public input. The Executive Director will review the results and modify the proposed fare adjustment if necessary.

#### D. Complimentary Passes

1. The Executive Director will present requests for Complimentary Passes which exceed \$5,000 in value to the Board of Trustees for approval. The Fares Director will oversee the issuance of Complimentary Passes within the following parameters:
  - a. For small, short-term events, or for local travel needs based on the following criteria:
    - Individuals who are part of a transit industry group or who are traveling to/from a transit event
    - Travel to/from a UTA event or meeting on or off site
    - Transit collaboration opportunities with partners and stakeholders
  - b. For internal use by the Authority staff to support the following operating functions:
    - Customer Service – Gestures of good will and complaint resolution
    - Communications & Marketing – Marketing-related events and activities
    - Business Development & Sales – Promotions for Pass Programs
    - Special Services – Training and incentives
    - Operators – Riders that need assistance with their fare

- c. Sponsorships or other forms of recognition may be presented to the Board of Trustees for approval in exchange for Complimentary Passes for events that promote good will towards the Authority.

E. Special Pricing

1. The Executive Director may propose to the Board of Trustees for approval:
  - a. Pilot programs which allow the Authority staff to test new fare media, programs, concepts, or ideas
  - b. Fare promotions which incentivize riders and increase awareness of transit services in order to:
    - Incentivize individuals to take their first trip on transit
    - Encourage more frequent trips by existing riders
    - Attract riders to new or underutilized service
2. The Executive Director will present Bulk Purchase Pricing to the Board of Trustees for approval. The Fares Director will administer bulk purchase contracts within the following parameters:
  - a. Bulk fare is purchased in large quantities to accommodate groups.
  - b. Intended trips are date specific, fully or partially subsidized, and may be purchased for 100% of the group participants or for a select number of riders.
  - c. The Fares Director shall cause procedures to be developed and implemented which provide for pricing and administration of bulk purchases.
3. The Executive Director will present Pass Programs to the Board of Trustees for approval. The Fares Director will create and administer Pass Programs within the following parameters:
  - a. Pass Programs are offered to businesses, organizations, and institutions to accomplish the following:
    - Create and strengthen long-term relationships with entities desiring to support transit
    - Incentivize entities to contribute money to subsidize pass costs
    - Meet the needs of certain market segments and groups
  - b. Pass Programs fall into one of the following categories:
    - Standard programs for small and medium sized institutions
    - Custom programs for large institutions entering into high volume revenue contracts
    - Educational programs for schools that are not requiring out-of-pocket costs for their students
    - Low-income programs for human service agencies that are fully subsidizing the transit fare for their clients
  - c. Pass Programs meet the following requirements:

- Contract shall be established
  - Do not exceed three years in length
  - Partners administer the program
- d. The Fares Director shall cause procedures to be developed and implemented which provide for pricing and administration of Pass Programs.

I. Fare Administration

1. The Executive Director shall oversee the administration of the Fare System based on the following parameters:
- a. Riders shall be required to:
    - Pay a fare either upon boarding, or before boarding
    - Retain proof of payment (valid fare media) throughout the duration of their trip when they pay before boarding
    - Pay with an alternate form of payment upon the request of the driver/operator
  - b. Fare collection equipment and payment options shall be made available to riders required to pay a fare based on the following criteria:
    - A cost-benefit analysis is performed prior to the purchase of fare collection equipment
    - Fare collection is easy to implement and administer
    - All rider groups have access to a fare payment option
    - Fare payment minimizes driver/operator role in handling fares
    - Fare payment leverages technology to simplify validation
  - c. Fare media provided to riders as proof-of-payment shall be based on the following criteria:
    - Easy to validate
    - Expedites and supports quick boarding
    - Minimal administrative burden
    - Leverages technology solutions
    - Allows for tracking inventory, usage, and sales
    - Minimizes propensity for fraud
    - Cost-effective
  - d. Preferred fare media includes the following:
    - Electronic smart cards
    - Mobile devices
    - Contactless bank cards
  - e. Fare media may also include the following:
    - Fare media issued for high-volume events to indicate fare payment or the ability to ride free.

- Event tickets provided by the event sponsor to indicate the ability to ride free during the event.
- f. Fare validation and enforcement shall be conducted to ensure fares are collected.
- g. Bus operators will:
  - Validate fare payment prior to letting the customer ride
  - Refer riders with fare payment issues to customer service
- h. Transit police officers and fare enforcement agents will:
  - Perform regular fare validation inspections on rail lines
  - Enforce UTA ordinances and regulations governing proof of fare payment

J. The Executive Director may delegate administration and operation of the fare system to the Fares Director.

IV. Cross-References. Board of Trustees Policy 4.1 – Fares <<List other Board or UTA Policies that correlate to the policy>>

This UTA Policy was reviewed by UTA’s Chief Officers on <<DATE>>, by the Board of Trustees on <<DATE>> and approved by the Executive Director on this \_\_\_\_ day of \_\_\_\_\_. This policy takes effect on the latter date.

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Carolyn Gonot  
Executive Director

Approved as to form:

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Counsel for the Authority

| Revision History |          | Owner            |
|------------------|----------|------------------|
| <<Action>>       | <<Date>> | <<Policy Owner>> |
|                  |          |                  |



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair Board of Trustees

**BOARD MEETING DATE:** February 12, 2020

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Closed Session</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Closed Session</b>  |
| <b>RECOMMENDATION:</b>   | Approve moving to closed session for discussion of collective bargaining.  |
| <b>DISCUSSION:</b>       | <p>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. The purpose for this closed session is:</p> <ul style="list-style-type: none"><li>• Strategy Session to Discuss Collective Bargaining</li></ul> |