PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
May 21, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, May 21, 2020.

ATTENTION:

This meeting will be an electronic meeting as permitted by Park City Open and Public Meeting Resolution 18-2020, adopted March 19, 2020. This meeting will not have an anchor location at City Hall and the Council Members will connect remotely. If you are interested in listening and/or giving public comment remotely, please go to www.parkcity.org

CLOSED SESSION - 3:45 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:45 p.m. – FY2020-21 City Manager's Recommended Budget: Presentation and Review
FY2020 & FY2021 Capital Budget Staff Report
Exhibit A: FY20 & FY21 Deferred Capital Projects List
Exhibit B: FY20 & FY21 Water Capital Project Adjustments
Exhibit C: FY20 & FY21 Transportation Capital Project Adjustments
Exhibit D: 5-year Transportation Project List

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSENT AGENDA

1. Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for their Tenant Space Located at 460 Swede Alley, Unit 100
   DABC Lease Addendum Staff Report
   Exhibit A: DABC Original Lease 1987

Exhibit B: DABC Lease Addendum #5

2. Request to Approve Resolution 09-2020, a Resolution Proclaiming May 30, 2020, as Arbor Day and Celebrating Park City's 27th Anniversary as a Tree City USA Community
Arbor Day Staff Report
Exhibit A: Arbor Day 2020 Resolution
Exhibit B: Arbor Day Celebration Flier

3. Request to Authorize the City Manager to Execute the First Addendum to the Design Professional Services Agreement, in a Form Approved by the City Attorney, with The Electric Highway Co., for Installation of Twelve Electric Vehicle (EV) Charging Ports in an Amount Not to Exceed $73,000.00
Electric Vehicle Chargers Contract Addendum Staff Report
Exhibit A: Professional Services Agreement

4. Request to Authorize the City Manager to Sign the Park City-Salt Lake City Connect Interlocal Cooperative Agreement with Utah Transit Authority (UTA) and Spend $1.6 Million on Fourteen Electric Buses
PC-SLC Connect Electric Bus Purchase Staff Report
Exhibit A: PC-SLC Connect Interlocal Cooperative Agreement
Exhibit B: VW Class 4-8 Bus Park City Municipal Agreement
Exhibit C: Original PC-SLC Connect Interlocal Agreement - August 2011
Exhibit D: Original PC-SLC Connect Amendment 1

V. OLD BUSINESS

1. Consideration to Approve the Contract Amendment with AECOM Technical Services, Not to Exceed $96,947.00 to Facilitate Walkability Improvements between Homestake Rd., to the Kearns Blvd/Snow Creek Dr. Intersection, in Conjunction with Planned Bus Stop Improvements
(A) Public Input (B) Action
Transit Improvements Contract Amendment Staff Report
Exhibit A: DRAFT Bus Stop Improvement Contract Amendment
Exhibit B: AECOM Technical Services Agreement
Exhibit C: Contract Modification Memo

2. Consideration to Approve Financial Support in FY2020 to Continue Membership in the Central Wasatch Commission
(A) Public Hearing (B) Action
CWC Funding Request Staff Report
Exhibit A: CWC Profit/Loss Statement 2018-2020
Exhibit B: CWC 2018 Financial Statements
Exhibit C: CWC 2019 Financial Statements
Exhibit D: 2017 - 2018 Budget vs Actual Audit

VI. NEW BUSINESS

1. 2019-20 City Manager's Recommended Budget
   (A) Public Hearing (B) Continue to June 11, 2020
   FY 2020 & FY 2021 Capital Budgets Staff Report
   Exhibit A: Capital Improvement Deferred Projects FY 20 & FY 21
   Exhibit B: Water Capital Improvement Projects Update FY 21
   Exhibit C: Transportation CIP Deferred Projects FY20 & FY21
   Exhibit D: 5 Year Transportation CIP Project List

2. Consideration to Approve Resolution 10-2020, a Resolution Proclaiming June 2020, as Pride Month in Park City
   (A) Public Hearing (B) Action
   Pride Month Staff Report
   Exhibit A: Pride 2020 Proclamation

3. Consideration to Adopt Resolution 11-2020, a Resolution Authorizing Park City Sustainability Department to File an Application for Pedestrian Facilities on Federal Lands and to Apply for a BLM Grant Allowing Use of BLM Property
   (A) Public Hearing (B) Action
   BLM Right of Way Application Staff Report
   Exhibit A: BLM Application Resolution

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Agenda Item No:

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
4:45 p.m. – FY2020-21 City Manager's Recommended Budget: Presentation and Review

Suggested Action:

Attachments:
FY2020 & FY2021 Capital Budget Staff Report

Exhibit A: FY20 & FY21 Deferred Capital Projects List

Exhibit B: FY20 & FY21 Water Capital Project Adjustments

Exhibit C: FY20 & FY21 Transportation Capital Project Adjustments

Exhibit D: 5-year Transportation Project List

City Council
Staff Report

Subject: Fiscal Year 2020 & 2021 Capital Budgets
Author: Jed Briggs & Erik Daenitz
Department: Budget
Date: May 21, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing on the Amended Budget for FY20 and Tentative Budget for FY21, including the recommended 5-year Capital Improvement Plan (CIP). The Tentative FY21 Budget was presented and adopted by City Council on May 14, with the Final Budget expected to be adopted on June 18.

Staff recommends a series of proposed capital project deferrals for FY20 and FY21, necessary to balance the respective budgets.

Finally, Council should provide direction on any recommended changes to the Final Budget and the 5-year CIP.

Background

Park City Municipal implemented the City's Recession Plan in response to COVID-19 and a revenue shortfall. One component was the decision to defer $1M in capital projects within FY20, and another $1.7M in capital projects within FY21. A detailed summary of the projects is provided in Exhibit A.

Additionally, for a few projects, staff recommends a comprehensive budget update to better align realistic project timelines with future fiscal years of when funds may actually be spent. This required a considerable amount of work to reinforce the accuracy and timeliness of our capital budget expenditure projections.

Analysis

DEFERRED CAPITAL PROJECTS

The strategy for choosing which capital projects to defer was based on the following criteria: revenue source flexibility (General Fund, sales tax, federal grant, etc.), project importance and status, manager input, and YTD expense burn rate.

FISCAL YEAR 2020

The chart below comprises capital projects and proposed amounts for deferral. Please see further detail in Exhibit A.

Capital Project	Remaining 2020 Balance	Amount to Defer	CIP Score	Manager
CP0378 Legal Software for Electronic Document M	$35,000	$35,000	17.59	**Robertson**
CP0400 Guardrail Royal Street and DVD	$38,531	$38,531	18.94	**Robertson, J.**
CP0338 Council Chambers Advanced Technology Upg	$16,000	$16,000	19.11	**Robertson**

CP0292 Cemetery Improvements	$27,014	$27,014	19.28	**Fisher**
CP0335 Engineering Small Projects Fund	$9,570	$9,570	19.59	**Robertson, J.**
CP0445 Add Uphill Marsac Gate Above Chambers Av	$50,000	$50,000	19.7	**Robertson, J.**
CP0332 Library Technology Equipment Replacement	$98,717	$98,717	19.88	**Robertson**
CP0348 McPolin Barn Seismic Upgrade	$4,970	$4,970	20.28	**Twombly**
CP0003 Old Town Stairs	$21,276	$21,276	20.53	**Twombly**
CP0339 Fiber Connection to Quinn's Ice & Water	$15,777	$15,777	21.66	**Robertson**
CP0061 Economic Development	$66,268	$66,268	22.41	**Weidenhamer**
CP0361 Land Acquisition/Banking Program	$274,845	$274,845	25	**Glidden**
CP0432 Office 2016 Licenses	$116,488	$116,488	25.42	**Robertson**
CP0041 Trails Master Plan Implementation	$31,481	$31,481	25.5	**Twombly**
CP0020 City-wide Signs Phase I	$40,513	$40,513	25.53	**Weidenhamer**
CP0146 Asset Management/Replacement Program	$1,520,515	$152,051	26.53	**Dayley**
CP0401 Downtown Projects Plazas	$60,605	$60,605	27.53	**Twombly**
Total	**$2,427,570**	**$1,059,107**		

FISCAL YEAR 2021

In FY21, staff recommends deferring another $1.7M of capital projects into FY22 or later. The list below comprises the capital projects and proposed amounts for deferral. Please see further detail in Exhibit A. The largest is the recommendation to delay Park Avenue Reconstruction and several asset management funds.

Capital Project	2020 Base + Carry Forward Post 2020 Deferrals	2021 Budget	Amount to Defer	CIP Score	Manager
CP0186 Energy Efficiency Study -City Facilities	$8,206	$0	$8,206	**20.53**	**Cartin**
CP0414 Timekeeping Software Upgrade	$10,000	$0	$10,000	**21.44**	**Robertson**
CP0329 Main Street Infrastructure Asset Mgmt.	$530,503	$100,000	$499,310	**21.66**	**Dayley**
CP0385 Park Avenue Reconstruction	$2,080,000	$2,410,000	$747,100	**21.78**	**Robertson, J.**
CP0146 Asset Management/Replacement Program	$1,789,331	$552,709	$221,084	**23.28**	**Dayley**
CP0036 Traffic Calming	$84,761	$10,000	$10,000	**23.53**	**Robertson, J.**
CP0397 Vehicle and Equipment Replacement	$50,000	$0	$25,000	**24.5**	**McAffee**
CP0075 Equipment Replacement - Computer	$783,460	$320,600	$125,462	**24.63**	**Robertson**
CP0236 Triangle Property Environment Remediation	$99,779	$0	$99,779	**24.96**	**Robertson, J.**
Total	**$5,436,040**	**$3,393,309**	**$1,745,941**		

WATER FUND – FIVE-YEAR CAPITAL IMPROVEMENT PLAN

The Budget and Water departments partnered to holistically cleanup and consolidate Water fund capital project budgets. Staff notes that total overall Water fund capital project budgets have not changed. Specific project budgets were combined in order to provide transparency and clarity to Water projects that are active and funded. Additionally, completed capital projects with small remaining balances are recommended to be closed out. Council will note that in the FY21 Budget CIP Report, multiple water projects show adjustments. A full view of adjustments through FY24 is available in Exhibit B.

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment
CP0389 MIW Treatment	**$8,303,517**	**$16,215,506**	**$11,009,347**	**$29,762,816**	**$5,950,000**
CP0007 Tunnel Maintenance			-$1,450,000		$0
CP0276 Water Quality Study			-$250,000		-$200,000
CP0303 Empire Tank Replacement			-$153,643		-$750,000
CP0354 Streets and Water Maintenance Building			-$1,861,551		$0
CP0373 Operational Water Storage Pond			-$4,700,000		$0
CP0442 MIW Offsite Improvements			-$2,594,153		-$5,000,000
Total of Consolidated Budget Adjustments for MIW Treatment			**-$11,009,347**		**-$5,950,000**
CP0390 QJWTP Treatment Upgrades	**$225,952**	**$1,150,000**	**$3,791,221**	**$0**	**$0**
CP0069 Judge Water Treatment Improvements			-$926		$0
CP0140 Emergency Power			-$150,000		$0
CP0141 Boothill Transmission Line			-$28,107		$0
CP0181 Spiro Building Maintenance			-$80,665		$0
CP0240 Quinn's Water Treatment Plant			-$43,651		$0
CP0304 Quinn's Water Treatment Plant Asset Repl			-$1,000,000		$0
CP0341 Regional Innterconnect			-$730,000		$0
CP0354 Streets and Water Maintenance Building			-$797,807		$0
CP0391 QJWTP Capacity Upgrades			-$844,665		$0
CP0394 QWTP Energy Projects			-$115,400		$0
Total of Consolidated Budget Adjustments for QJWTP Treatment Upgrades			**-$3,791,221**		**$0**
CP0371 C1 - Quinns WTP to Boothill - Phase 1	**$3,710,307**	**$3,300,000**	**$740,000**	**$0**	**$1,850,000**
CP0040 Water Dept Infrastructure Improvement			$740,000		$1,850,000
Total of Consolidated Budget Adjustments for CP0371			**$740,000**		**$1,850,000**
CP0178 Rockport Water, Pipeline, and Storage	**$264,971**	**$1,307,554**	**$318,962**	**$1,307,554**	**$151,146**
CP0277 Rockport Capital Facilities Replacement			-$318,962		-$151,146
Total of Consolidated Budget Adjustments for CP0178			**-$318,962**		**-$151,146**
CP0342 Meter Replacement	**$302,672**	**$350,000**	**$397,076**	**$150,000**	**$0**
CP0070 Meter Reading Upgrade			-$4,036		$0
CP0392 Distribution Zoning Meters			-$393,040		$0
Total of Consolidated Budget Adjustments for Meter Replacement			**-$397,076**		**$0**

CP0040 Water Dept Infrastructure Improvement	**$1,871,485**	**$900,000**	**-$153,195**	**$945,000**	**-$1,537,000**
CP0081 OTIS Water Pipeline Replacement			-$543,334		-$300,000
CP0273 Landscape Water Checks			-$5,575		-$2,000
CP0371 C1 - Quinns WTP to Boothill - Phase 1			$740,000		$1,850,000
CP0275 Smart Irrigation Controllers			-$5,647		-$1,000
CP0301 Scada and Telemetry System Replacement			-$32,249		-$10,000
Total of Consolidated Budget Adjustments forCP0040			**$153,195**		**$1,537,000**

TRANSPORTATION

Due to the Covid-19 pandemic and the dramatic reduction in sales tax revenue, the Park City Budget Department forecasts FY21 transportation revenue down $5.4 million than pre-pandemic forecasts. Transit operations will immediately reduce operating expenses by $1.2 million, and the balance of the $4.2 million will come from reductions in capital projects ($2.7M) and the Emergency Relief funds from existing awarded 5311 operating grant funds through UDOT. Staff identified several projects that could either be closed out or pushed to future years in order to bridge the financial gap.

Council may note in this report that the total capital transportation budgets are adjusted down for FY20 by $8.9M and $1.9M for FY21. Clearly, these numbers go beyond the planned $2.7M in capital cuts/deferrals that have been discussed with Council. This was done to clean up project budgets to match more accurate timelines by fiscal year. In FY20, it’s recommended to re-align project expense budgets down by $6.2M, due to anticipated revenues (mostly grants) into future years.

This same strategy is being applied in FY21, by adjusting down project budgets by $6.9M. The bus replacement project takes up the majority of this decrease, which is not anticipated until at least FY22. Staff is also recommending to adjust budgets up by $5M to align with project timelines for projects such Quinn's P/R and bus stop enhancements at Fresh Market and Park Avenue Condos amongst others. The total adjustment down for FY21 capital projects then is $1.9M.

Please see these transportation specific projects and overall adjustments in Exhibit C.

HIGHLIGHTED CHANGES BETWEEN TENTATIVE AND FINAL BUDGETS

Staff is recommending further changes to the 5-year Capital Improvement Plan beyond what is found in the adopted Tentative Budget. The Tentative Budget capital changes were mostly focused on deferring or closing out projects based off of the projected revenue shortfall.

Due to time constraints, the Budget Department was unable to get all the changes into the budget before adoption. These changes will be reflected and catalogued in the Final Budget for June 18. The changes recommended below are primarily directed toward small technical adjustments to the capital budget to reflect current project timelines and models.

OPEN SPACE ACQUISITION AND IMPROVEMENTS (TREASURE HILL & ARMSTRONG)

In April 2020, Park City Municipal issued a 2020 General Obligation bond in the amount of $9.7M, of which $5.5M was directed toward refunding Park City’s callable 2009 GO and 2010B

GO bonds. Additionally, $3.55M is directed toward reimbursing the City's contribution toward the purchase of the Armstrong Snow Ranch Pastures open space land through CP0306 Open Space Acquisition. Lastly, remaining proceeds from bonds that are directed toward open space are reserved and required for trail development and maintenance on the newly acquired open space. Proceeds of approximately, $1M remain.

To that end staff recommends the following budget:

- $400k be added to the Open Space Improvements project for future maintenance and trail development of the Armstrong open space
- $605k continue to be reflected to the Treasure Hill project for future maintenance and trail development of the Treasure Hill open space (note, this is already budgeted in the Treasure Hill project, staff simply needs to update the coded revenue source as technical adjustment mentioned above)
- Additional funding is intended for:
  - **Trailhead Infrastructure (Treasure Hill & Armstrong)** - Current Estimates of the new trailhead and associated infrastructure are approximately $40k. Maintenance efforts, including trash removal and mutt mitt stations will be absorbed into current operations.
  - **6th Street Stairs** - 6th Street Stair connections to the Treasure Hill open space are proposed and planned under previous guidance from Council
  - **Additional Improvement Items (Treasure Hill & Armstrong)** - Amounts associated with this item are intended for forest health, wildfire defense, tree management, etc.

ARTS & CULTURE

Similar to the affordable housing pipeline, staff has created a financial strategy cash flow model and intends to update Arts & Culture FY20 and FY21 budgets to align more closely with this strategy. In FY21, staff is recommended to adjust up this project to match planned expenses by $676k from pre-established revenue sources. Yet, as arts and culture planning continues to develop, staff recommends leaving budgets beyond FY21 "as-is" for the moment. Staff will revisit Arts & Culture budget projections with Council during the 60-90 day provisional budget period.

PROPOSED STRATEGY TO FUND EXPANDED EMERGENCY CONTINGENCY

City Council directed the Budget department to expand the funds reserved in Emergency Contingency by an additional $250k to a total of $500k for future COVID-19 related relief programs. To that end, the Budget department has examined additional capital projects and operational restrictions to implement. Staff recommends deferring a planned capital project ($200k) to Dredge Prospector Pond, and additional savings from personnel and labor expenditures ($50K).

POTENTIAL FOR ADDITIONAL CAPITAL DEFERRALS

Through the course of the budget process, the City Manager and staff have reiterated the uncertainty of Park City Municipal revenues in light of the COVID crisis. To that end, the Council had asked staff about the potential for further capital project deferrals. While not currently recommended, staff has developed an initial list of potential further capital project deferrals that are flexibly funded below, and likely to be included in the next round of reductions should the COVID-19 impacts continue at today's levels.

Additional Flexibly Funded Capital Projects					
Capital Project	**Remaining Balance as of FY 2020**	**FY 2021 Budget**	**FY 2021 Available for Deferral**	**CIP Score**	**Manager**
CP0142 Racquet Club Program Equipment Replacement	$150,919	$65,000	$215,919	**19.17**	Fisher
CP0089 Public Art	$318,000	$0	$318,000	**19.33**	Everitt
CP0353 Remote snow storage site improvements	$74,898	$0	$74,898	**19.61**	Dayley
CP0280 Aquatics Equipment Replacement	$24,554	$15,000	$39,554	**20.14**	Fisher
CP0248 Middle Silver Creek Watershed	$234,297	$0	$234,297	**20.31**	Cartin
CP0017 ADA Implementation	$73,568	$5,000	$78,568	**20.72**	Robertson, J.
CP0217 Emergency Management Program	$33,477	$0	$33,477	**21.25**	Daniels
CP0339 Fiber Connection to Quinn's Ice & Water	$15,777	$0	$15,777	**21.78**	Robertson
Total			**$1,010,490**		

Exhibits

A – CIP Deferred Projects FY20 & FY21
B – Water CIP Update FY21
C – Transportation CIP Deferred Projects FY20 & FY21
D – Transportation CIP Project List
E – 5-year Capital Improvement Plan Report – p. 43 (Link)

Projects - Recommended for Deferral - FY20

Project	Funding Source	Manager	Description	YTD Actual	2020 Base + Carry Forward	% of 2020 Base + Carry Forward Spent	2020 Amount to Defer	CIP Process Score	Comments
CP0378 Legal Software for Electronic Document M	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	During the past two years, legal staff has researched a few software storage companies to fit the needs of the department with eliminating hard files that can be effortlessly converted over to an efficient paperless system (electronically). The Legal Staff has decided to begin converting over with the Prosecution Program first and is anticipating moving in the same direction at a later time for all civil litigation files and project files.	$0	$35,000	0%	**$35,000**	17.59	Marked as option for deferral by Legal and Technology departments
CP0400 Guardrail Royal Street and DVD	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	A recent slide off accident on the road bend nearest to Snow Park highlighted the concern that the road was not designed correctly. Additionally, a request has been made to install guardrail along the first bend in Royal Street above The Trees Condominiums	$61,025	$99,556	61%	**$38,531**	18.94	Project is completed. No further invoices will be paid on this project and we can utilize remainder.
CP0338 Council Chambers Advanced Technology Upg	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	This project provides for significant technology upgrades to the Council Chambers area to allow for public audio and video feeds. This supports flexibility and multipurpose use of the area. Also, this allows for the improved recording and zone acoustics. This project addresses the structural limitations of the room requiring concrete cuts and conduit.	$0	$16,000	0%	**$16,000**	19.11	Project complete, was paid for out of department operating budget and can utilize remainder
CP0292 Cemetery Improvements	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Fisher	City Council has an interest in developing a head stone replacement and restoration program for the cemetery. There is also an interest in using ground penetrating radar to see if the southwest corner of the cemetery can be reclaimed.	$0	$27,014	0%	**$27,014**	19.28	Non-essential per City Manager
CP0335 Engineering Small Projects Fund	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Small Project Funds – This project will address small projects around town which currently Hiding the transformer installed on 2nd street and engergize the overhead light at the intersection of Manor and Empire and energize the lights on the 8th Street stairs between Woodside and Park, and bridge evaluations. The purpose of completing these projects is to keep our image polished.	$375	$9,945	4%	**$9,570**	19.59	This project was set up to perform small projects identified by the Department throuought the year similar to project identified by the NTMP. The existing fund balance of $9,570 could be used to perform some of the work if needed.
CP0445 Add Uphill Marsac Gate Above Chambers Av	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	The existing gates on Marsac have been closed numerous times over the last few years. This request is to add another gate southbound just south of Chambers Street so cars can turn around onto Chambers street instead of drivind 1/2 mile up to the existing gates. this project would also add a gate just north of Guardsman Connection so the Police no longer need to direct traffic when the gates are closed.	$0	$50,000	0%	**$50,000**	19.7	This project will relocate the gates located on Marsac further north to Chambers Avenue. The reason for this project was to stop cars in an area that they can safely and easily turnaround head back north if the gates were lowered due to excessive snowfall further up this steeper section of Marsac. The increase in delay of $1,500 to the project is assuming a 3% increase to labor and materials should the project be delayed for a year.
CP0332 Library Technology Equipment Replacement	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	***THIS REQUEST IS BEING COSIDERED FOR BEING COMBINED WITH THE COMPUTER REPLACMENT CIP. In 2014, Council approved a Library facility remodel that included operational enhancements and public space for a digital media and technology lab. This CIP servers as a fund to replace aging technology not eligible under the Computer Replacement Fund.	$15,368	$114,085	13%	**$98,717**	19.88	Indicated by Project Manager as option for deferral
CP0348 McPolin Barn Seismic Upgrade	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	The existing structure is currently inadequate to resist snow loads, wind loads and high seismic loads required by local building codes. There are several structural deficiencies with the general framing of the building that should be repaired. The connection of the floor beams to the exterior wood post needs to be strengthened, the gable walls need to be stiffened and the floor framing at the stairs need to be strengthened. The gable walls need to be stiffened and the floor framing at the stairs needs to be strengthened. Under design snow loads, the roof structure is highly over stressed. One of the 2014 top priorities for City Council is historic preservation. The McPolin farm is considered a historic icon in the entryway corridor to Park City. If it falls down we'll all be in trouble. Staff and the FOF Committee feel that the City should also make the barn available for small tours while they are in the process of the stabilization. The first $800,000 request was a guesstimate. We still do not have definitive cost but we have a better cost estimate at this time which puts the project at $1,023,972. A survey and project description will go to Council February 25, 2016. Definitive project costs will be determined by the Construction Manager by March 2016. Tenative project schedule April 2016 - August 2016.	$0	$4,970	0%	**$4,970**	20.28	Project is complete, we can utlize any remainder
CP0003 Old Town Stairs	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	An ongoing program to construct or reconstruct stairways in the Old Town Area. Stairways that are in a dilapidated condition beyond effective repair are replaced. Most of the stair projects include retaining walls, drainage improvements and lighting. Like trails, the priority depends on factors such as adjacent development, available easements, community priority and location. Funding comes largely from RDAs so most funding is restricted for use in a particular area. Tread replacements are planned beginning with the oldest in closest proximity to Main Street. New sets proposed include 9th St. with three new blocks at $300,000 (LPARDA);10th St. with 1 new block at $100,000 (LPARDA);possible improvements to Crescent Tram pending resolution of the current parcel discussions (no identified funding); Reconstruct 3rd St, 4th St, 5th St, others as prioritized (Main St RDA). See also Project #722.	$0	$21,276	0%	**$21,276**	20.53	Delay General Fund portion of stairs funding per Project Manager
CP0339 Fiber Connection to Quinn's Ice & Water	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	Recently a grant was approved by RAB (Recreation Advisory Board) to assist with the construction of a fiber network to be extended to the ICE arena. This will improve communication services and address performance issues with the existing radio network.	$0	$15,777	0%	**$15,777**	21.66	Delay per City Manager
CP0061 Economic Development	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	The project was created to provide "seed money" towards public/private partnership ideas. These expenditures are a result of the beginning stages of economic development plan.	$0	$66,268	0%	**$66,268**	22.41	Delay per City Manager
CP0361 Land Acquisition/Banking Program	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Glidden	This request is for funding for feasibility and land acquisition for future development. Several potential sites have been identified. As the City begins an aggressive housing development program, it will be necessary to have a source of funding for future land acquisition to respond to new opportunities. Land acquisitions may be done in tandem with open space purchases.	$0	$274,845	0%	**$274,845**	25	Delay per City Manager
CP0432 Office 2016 Licenses	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	TITLE: Office 2016 The City's current Office software suite's end-of-support will occur in 2020 and will not meet security and software standards. This request supports the purchase of the latest Office versions.	$0	$116,488	0%	**$116,488**	25.42	Option to delay per Project Manager
CP0041 Trails Master Plan Implementation	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	Existing Funds will be utilized to construct the following trails and infrastructure: Prospector connection, April Mountain Plan, Historic trail signage and Daly Canyon connections. Additionally, Phase III trailheads at April Mountain and Meadows Dr. East. Requested funds for future FY include projects associated with continuation of trail connectivity as outlined in the Trails Master Plan and those identified in the PC Heights MPD, more specifically identified as Phase I and II of the Quinn's Park and Ride connections. Easements have been secured for these pathways. Staff will utilize local and state grants to off set costs associated with these connections.	$119,060	$150,541	79%	**$31,481**	25.5	Project Manager cited goal to use grant funding where available + input to delay per City Mannager
CP0020 City-wide Signs Phase I	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	Funded in FY02 - Continue to coordinate and install way-finding and directional signs throughout the City.	$640	$41,153	2%	**$40,513**	25.53	Delay per City Manager
CP0146 Asset Management/Replacement Program	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Dayley	Money is dedicated to this account for asset replacement. The replacement/repair schedule was created in FY 07 for Building replacement. Plan was updated in FY 13 and will be updated again in FY18.	$420,868	$1,941,383	22%	**$152,051**	26.53	Delaying 10% is feasible per Project Manager and City Manager
CP0401 Downtown Projects Plazas	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Twombly	This is for the Miner's and Brew Pub (Main Street) Plazas. It separates those 2 projects from the remainder of the Main Street Improvement projects.	$0	$60,605	0%	**$60,605**	27.53	Delay per City Manager
						Total	**$1,059,107**		

Projects - Recommended for Deferral - FY21

Project	Funding Source	Manager	Description	Mentioned by Project Manager as Candidate to Defer?	2020 YTD Actual	Carry Forward	2020 Budget	2020 Base + Carry Forward Post 2020 Deferrals	% of 2020 Base + Carry Forward Spent	2021 Budget	2021 Amount to Defer	Remaining Balance Post 2020 and 2021 Deferrals	CIP Process Score	Comments
CP0186 Energy Effeciency Study -City Facilities	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Cartin	Data management for all municipal utilities. This tool will expedite carbon foot printing and better identify energy and cost saving opportunities.	Yes	$0	$21,276	$0	$8,206	0%	$0	**$8,206**	**$0**	20.53	Proposed to defer per balanced approach across department flexible funding sources.
CP0414 Timekeeping Software Upgrade	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	The City's time-keeping system requires an upgrade. This fund will go towards software-hardware and potentially in conjunction with any payroll or time system enhancements.	Yes	$0	$35,000	$0	$10,000	0%	$0	**$10,000**	**$0**	21.44	Highlighted by project manager as a project that can be deferred with minimal to no impact. Strategy is to defer all project carry forward.
CP0329 Main Street Infrastructure Asset Managem	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Dayley	This Funding is dedicated for replacement and maintenance to the Main Street Improvement program	Yes	$31,365	$15,777	$0	$530,503	6%	$100,000	**$499,310**	**$131,192**	21.66	This onetime deferral is feasible per project manager. Granite Main Street curbs that funds were originally designed to support are proving much more durable than originally planned. However, we have irrigation upgrades underway for many of the plazas, garages in Swede Alley and Main Street requiring a portion of the fund. An estimated 50-65K is needed to continue with immediate ongoing projects. If the funds are eliminated entirely, it will have long-term impacts on service levels to Main Street.
CP0385 Park Avenue Reconstruction	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Robertson, J.	Park Avenue utility infrastructure has deteriorated and is in need of replacement. By the time the utlities are replaced, the road will be non-existent and will need to be completely rebuilt. This project will take two summers to construct.	Yes	$0	$99,556	$0	$2,080,000	0%	$2,410,000	**$747,100**	**$3,742,900**	21.78	Deferring a portion of project budget is feasible per projec manager and will still allow project to go forward. Aligns with current project timelines more closely. Recommended plan is to continue with design work in 2021 and defer portion of budget into 2022.
CP0146 Asset Management/Replacement Program	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Dayley	Money is dedicated to this account for asset replacement. The replacement/repair schedule was created in FY 07 for Building replacement. Plan was updated in FY 13 and will be updated again in FY18.	Yes	$420,868	$16,000	$0	$1,789,331	22%	$552,709	**$221,084**	**$2,120,957**	23.28	Balance has been accruing on this project and project manager has indicated that it is feasible to defer a portion of this budget forward while balancing maintenance need on city facilities.
CP0036 Traffic Calming	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Over the last few years residents have expressed concerns with the spee and number of vehicles, safety of children and walkers. The interest of participation for traffic calming has come in from all areas of town. Fundin covers traffic studies, signage, and speed control devices.	No	$489	$27,014	$0	$84,761	1%	$10,000	**$10,000**	**$84,761**	23.53	This project is used to pay for items projects identified by the NTMP. There is no anticipated impact in delaying or not using these funds to increase the balance for FY21. The only potential impact would be if items/projects identified in the NTMP exceeded the current available balance. That is very unlikely to happen. There is enough fund balance to cover potential items in FY 2021 therefore manager proposes the deferral of $10,000 for FY21 budget.
CP0397 Vehicle and Equipment Replacement	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	McAffee	Replacement for storm water equipment and vehicles.	Yes	$0	$9,945	$0	$50,000	0%	$0	**$25,000**	**$25,000**	24.5	Project manager indicates no material impact if 50% of project carryforward is deffered into future fiscal years.
CP0075 Equipment Replacement - Computer	038476 EQUIP RPLCMNT FUND * TRANSFER FROM GENERAL FUND - EQUIPMENT	Robertson	The computer replacement fund supports replacement of compute equipment and support infrastructure including network, servers, and climate control systems. However, replacement decisions are driven by technological advancements, software requirements, and obsolescence. 2019+ Requests: Approximate $15k for: This additional funding request supports organizational growth and technology changes to address future asset replacement cycles. This includes computer, server and network assets	Yes	$316,450	$0	$50,000	$783,460	40%	$320,600	**$125,462**	**$978,598**	24.63	Highlighted by project manager as a potential project to defer. However, any deeper deferral amount has the potential to impact levels of service surrounding organizational computing capabilities, elevated levels of support needs and potential business disruptions.
CP0236 Triangle Property Environmental Remediat	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Cost associated with the assessment and closure of the property through the Utah Voluntary Clean-up program.	Yes	$0	$4,970	$0	$99,779	0%	$0	**$99,779**	**$0**	24.96	The need for these dollars is no longer necessary this fiscal year or in the future per project manager. Recommendation from project manager is to roll into drai project in future if possible.
										Total	**$1,745,941**	**$7,083,408**		

Water Fund - Key Capital Project Consolidations

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment	Total 5 year CIP
CP0389 MIW Treatment	**$8,303,517**	**$16,215,506**	**$11,009,347**	**$29,762,816**	**$5,950,000**	**$25,000,000**	**$3,200,000**	**$10,400,000**	**$200,000**	**$0**	**$0**	**$101,737,669**
CP0007 Tunnel Maintenance			-$1,450,000		$0		$0		$0		$0	
CP0276 Water Quality Study			-$250,000		-$200,000		-$200,000		-$200,000		$0	
CP0303 Empire Tank Replacement			-$153,643		-$750,000		$0		$0		$0	
CP0354 Streets and Water Maintenance Building			-$1,861,551		$0		$0		$0		$0	
CP0373 Operational Water Storage Pond			-$4,700,000		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements			-$2,594,153		-$5,000,000		-$3,000,000		$0		$0	
Total of Consolidated Budget Adjustments for MIW Treatment			**-$11,009,347**		**-$5,950,000**		**-$3,200,000**		**-$200,000**		**$0**	
CP0390 QJWTP Treatment Upgrades	**$225,952**	**$1,150,000**	**$3,791,221**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,941,221**
CP0069 Judge Water Treatment Improvements			-$926		$0		$0		$0		$0	
CP0140 Emergency Power			-$150,000		$0		$0		$0		$0	
CP0141 Boothill Transmission Line			-$28,107		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance			-$80,665		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant			-$43,651		$0		$0		$0		$0	
CP0304 Quinn's Water Treatment Plant Asset Repl			-$1,000,000		$0		$0		$0		$0	
CP0341 Regional Innterconnect			-$730,000		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building			-$797,807		$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades			-$844,665		$0		$0		$0		$0	
CP0394 QWTP Energy Projects			-$115,400		$0		$0		$0		$0	
Total of Consolidated Budget Adjustments for QJWTP Treatment Upgrades			**-$3,791,221**		**$0**		**$0**		**$0**		**$0**	
CP0371 C1 - Quinns WTP to Boothill - Phase 1	**$3,710,307**	**$3,300,000**	**$740,000**	**$0**	**$1,850,000**	**$0**	**$1,110,000**	**$0**	**$0**	**$0**	**$0**	**$7,000,000**
CP0040 Water Dept Infrastructure Improvement			$740,000		$1,850,000		$1,110,000		$13,000		$13,000	
Total of Consolidated Budget Adjustments for CP0371			**$740,000**		**$1,850,000**		**$1,110,000**		**$13,000**		**$13,000**	
CP0178 Rockport Water, Pipeline, and Storage	**$264,971**	**$1,307,554**	**$318,962**	**$1,307,554**	**$151,146**	**$1,307,554**	**$151,146**	**$1,307,554**	**$151,146**	**$1,347,054**	**$151,146**	**$7,500,816**
CP0277 Rockport Capital Facilities Replacement			-$318,962		-$151,146		-$151,146		-$151,146		-$151,146	
Total of Consolidated Budget Adjustments for CP0178			**-$318,962**		**-$151,146**		**-$151,146**		**-$151,146**		**-$151,146**	
CP0342 Meter Replacement	**$302,672**	**$350,000**	**$397,076**	**$150,000**	**$0**	**$150,000**	**$0**	**$150,000**	**$0**	**$150,000**	**$0**	**$1,347,076**
CP0070 Meter Reading Upgrade			-$4,036		$0		$0		$0		$0	
CP0392 Distribution Zoning Meters			-$393,040		$0		$0		$0		$0	
Total of Consolidated Budget Adjustments for Meter Replacement			**-$397,076**		**$0**		**$0**		**$0**		**$0**	
CP0040 Water Dept Infrastructure Improvement	**$1,871,485**	**$900,000**	**-$153,195**	**$945,000**	**-$1,537,000**	**$992,250**	**-$797,000**	**$1,041,863**	**$13,000**	**$1,083,538**	**$13,000**	**$2,501,456**
CP0081 OTIS Water Pipeline Replacement			-$543,334		-$300,000		-$300,000		$0		$0	
CP0273 Landscape Water Checks			-$5,575		-$2,000		-$2,000		-$2,000		-$2,000	
CP0371 C1 - Quinns WTP to Boothill - Phase 1			$740,000		$1,850,000		$1,110,000		$0		$0	
CP0275 Smart Irrigation Controllers			-$5,647		-$1,000		-$1,000		-$1,000		-$1,000	
CP0301 Scada and Telemetry System Replacement			-$32,249		-$10,000		-$10,000		-$10,000		-$10,000	
Total of Consolidated Budget Adjustments forCP0040			**$153,195**		**$1,537,000**		**$797,000**		**-$13,000**		**-$13,000**	

Water Fund - Capital Projects to Close

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment
CP0026 Motor Change-out and Rebuild Program	$0	$0	$0	$0		$0		$0		$0	
CP0069 Judge Water Treatment Improvements	$0	$0	-$926	$0		$0		$0		$0	
CP0070 Meter Reading Upgrade	$4,036	$0	-$4,036	$0		$0		$0		$0	
CP0081 OTIS Water Pipeline Replacement	$262,804	$280,530	-$543,334	$300,000	-$300,000	$300,000	-$300,000	$0		$0	
CP0140 Emergency Power	$0	$150,000	-$150,000	$0		$0		$0		$0	
CP0141 Boothill Transmission Line	$28,107	$0	-$28,107	$0		$0		$0		$0	
CP0180 Corrosion Study of System	$0	$0		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance	$80,665	$0	-$80,665	$0		$0		$0		$0	
CP0227 Park City Water Infrastructure Projects	$0	$0		$0		$0		$0		$0	
CP0238 Quinn's Junction Transmission Lines	$0	$0		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant	$43,651	$0	-$43,651	$0		$0		$0		$0	
CP0273 Landscape Water Checks	$5,575	$2,000	-$5,575	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000
CP0274 PC Heights Development Infrastructure	$0	$0		$0		$0		$0		$0	
CP0275 Smart Irrigation Controllers	$5,647	$1,000	-$5,647	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000
CP0277 Rockport Capital Facilities Replacement	$167,816	$151,146	-$318,962	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146
CP0283 Storm Water Utility Study	$0	$0		$0		$0		$0		$0	
CP0299 Raw Water Line and Tank	$0	$0		$0		$0		$0		$0	
CP0300 Irrigation Screening Facility	$0	$0		$0		$0		$0		$0	
CP0301 Scada and Telemetry System Replacement	$32,249	$10,000	-$42,249	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000
CP0302 Deer Valley Drive - Water Infrastructure	$0	$0		$0		$0		$0		$0	
CP0303 Empire Tank Replacement	$153,643	$0	-$153,643	$750,000	-$750,000	$0		$0		$0	
CP0305 Quinn's Dewatering	$0	$0		$0		$0		$0		$0	
CP0330 Spiro/Judge Pre-treatment	-$5,000	$0		$0		$0		$0		$0	
CP0331 Micro-Hydro/Thaynes Pump Station	$0	$0		$0		$0		$0		$0	
CP0343 Park meadows Well	-$88,048	$0	$88,048	$0		$0		$0		$0	
CP0345 Three Kings/Silver King Pump Station	$0	$0		$0		$0		$0		$0	
CP0346 Fairway Hills to Park Meadows Redundancy	$0	$0		$0		$0		$0		$0	
CP0349 Payment for snow storage lot	$26	$0		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building	$2,959,358	$0	-$2,659,358	$0		$0		$0		$0	
CP0373 Operational Water Storage Pond	$4,700,000	$2,000,000	-$4,700,000	$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades	$444,665	$400,000	-$844,665	$0		$0		$0		$0	
CP0392 Distribution Zoning Meters	$193,040	$200,000	-$393,040	$0		$0		$0		$0	
CP0394 QWTP Energy Projects	$115,400	$0	-$115,400	$0		$0		$0		$0	
CP0395 QWTP Micro-Hydro	$0	$0		$0		$0		$0		$0	
CP0404 Parks Building	$0	$0		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements	$1,494,153	$1,100,000	-$2,594,153	$5,000,000	-$5,000,000	$3,000,000	-$3,000,000	$0		$0	
Total	**$10,597,787**	**$4,294,676**	**($12,595,363)**	**$6,214,146**	**($6,214,146)**	**$3,464,146**	**($3,464,146)**	**$164,146**	**($164,146)**	**$164,146**	**($164,146)**

Water Fund Capital Project Budget - FY20 & FY21 with Adjustments											
Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment
CP0007 Tunnel Maintenance	$5,121,405	$5,000,000	-$1,450,000	$268,049		$274,750		$281,619		$292,884	
CP0010 Water Department Service Equipment	$170,346	$80,000		$80,000		$80,000		$80,000		$83,200	
CP0026 Motor Change-out and Rebuild Program	$0	$0	$0	$0		$0		$0		$0	
CP0040 Water Dept Infrastructure Improvement	$1,871,485	$900,000	-$153,195	$945,000	-$1,537,000	$992,250	-$797,000	$1,041,863	$13,000	$1,083,538	$13,000
CP0069 Judge Water Treatment Improvements	$0	$0	-$926	$0		$0		$0		$0	
CP0070 Meter Reading Upgrade	$4,036	$0	-$4,036	$0		$0		$0		$0	
CP0081 OTIS Water Pipeline Replacement	$262,804	$280,530	-$543,334	$300,000	-$300,000	$300,000	-$300,000	$0		$0	
CP0140 Emergency Power	$0	$150,000	-$150,000	$0		$0		$0		$0	
CP0141 Boothill Transmission Line	$28,107	$0	-$28,107	$0		$0		$0		$0	
CP0178 Rockport Water, Pipeline, and Storage	$264,971	$1,307,554	$318,962	$1,307,554	$151,146	$1,307,554	$151,146	$1,307,554	$151,146	$1,347,054	$151,146
CP0180 Corrosion Study of System	$0	$0		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance	$80,665	$0	-$80,665	$0		$0		$0		$0	
CP0227 Park City Water Infrastructure Projects	$0	$0		$0		$0		$0		$0	
CP0238 Quinn's Junction Transmission Lines	$0	$0		$0		$0		$0		$0	
CP0239 PC Heights Capacity Upgrade (tank)	$0	$650,000		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant	$43,651	$0	-$43,651	$0		$0		$0		$0	
CP0256 Storm Water Improvements	$532,608	$450,000		$450,000		$300,000		$300,000		$300,000	
CP0273 Landscape Water Checks	$5,575	$2,000	-$5,575	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000
CP0274 PC Heights Development Infrastructure	$0	$0		$0		$0		$0		$0	
CP0275 Smart Irrigation Controllers	$5,647	$1,000	-$5,647	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000
CP0276 Water Quality Study	$254,269	$250,000	-$250,000	$250,000	-$200,000	$250,000	-$200,000	$250,000	-$200,000	$250,000	
CP0277 Rockport Capital Facilities Replacement	$167,816	$151,146	-$318,962	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146
CP0283 Storm Water Utility Study	$0	$0		$0		$0		$0		$0	
CP0299 Raw Water Line and Tank	$0	$0		$0		$0		$0		$0	
CP0300 Irrigation Screening Facility	$0	$0		$0		$0		$0		$0	
CP0301 Scada and Telemetry System Replacement	$32,249	$10,000	-$32,249	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000
CP0302 Deer Valley Drive - Water Infrastructure	$0	$0		$0		$0		$0		$0	
CP0303 Empire Tank Replacement	$153,643	$0	-$153,643	$750,000	-$750,000	$0		$0		$0	
CP0304 Quinn's Water Treatment Plant Asset Repl	$1,895,996	$200,000	-$1,000,000	$210,000		$220,500		$231,525		$238,471	
CP0305 Quinn's Dewatering	$0	$0		$0		$0		$0		$0	
CP0330 Spiro/Judge Pre-treatment	-$5,000	$0		$0		$0		$0		$0	
CP0331 Micro-Hydro/Thaynes Pump Station	$0	$0		$0		$0		$0		$0	
CP0341 Regional Innterconnect	$1,646,044	$2,080,000	-$730,000	$0		$0		$0		$0	
CP0342 Meter Replacement	$302,672	$350,000	$397,076	$150,000		$150,000		$150,000		$150,000	
CP0343 Park meadows Well	-$88,048	$0		$0		$0		$0		$0	
CP0344 PRV Improvements for Fire Flow Storage	$0	$0		$0		$805,000		$0		$0	
CP0345 Three Kings/Silver King Pump Station	$0	$0		$0		$0		$0		$0	
CP0346 Fairway Hills to Park Meadows Redundancy	$0	$0		$0		$0		$0		$0	
CP0347 Queen Esther Drive	$0	$0		$0		$669,143		$0		$0	
CP0349 Payment for snow storage lot	$26	$0		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building	$2,959,358	$0	-$2,659,358	$0		$0		$0		$0	
CP0370 C7- Neck Tank to Last Chance	$0	$320,707		$0		$0		$0		$0	
CP0371 C1 - Quinns WTP to Boothill - Phase 1	$3,710,307	$3,300,000	$740,000	$0	$1,850,000	$0	$1,110,000	$0		$0	
CP0372 Regionalization Fee	$0	$200,000		$200,000		$200,000		$200,000		$200,000	
CP0373 Operational Water Storage Pond	$4,700,000	$2,000,000	-$4,700,000	$0		$0		$0		$0	
CP0389 MIW Treatment	$8,303,517	$16,215,506	$11,009,346.60	$29,762,816	$5,950,000	$25,000,000	$3,200,000	$10,400,000	$200,000	$0	
CP0390 QJWTP Treatment Upgrades	$225,952	$1,150,000	$3,791,221	$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades	$444,665	$400,000	-$844,665	$0		$0		$0		$0	
CP0392 Distribution Zoning Meters	$193,040	$200,000	-$393,040	$0		$0		$0		$0	
CP0393 Energy Projects	$316,180	$200,000		$200,000		$200,000		$200,000		$200,000	
CP0394 QWTP Energy Projects	$115,400	$0	-$115,400	$0		$0		$0		$0	
CP0395 QWTP Micro-Hydro	$0	$0		$0		$0		$0		$0	
CP0396 Park Ave SD	$750,000	$750,000		$750,000		$0		$0		$0	
CP0397 Vehicle and Equipment Replacement	$70,000	$120,000		$70,000		$70,000		$70,000		$160,000	
CP0398 Prospector Ave Storm Water	$222,130	$0		$0		$0		$0		$0	
CP0399 Dump Truck	$0	$300,000		$0		$0		$0		$0	
CP0404 Parks Building	$0	$0		$0		$0		$0		$0	
CP0405 Golf Building	$839,867	$2,600,000		$0		$0		$0		$0	
CP0408 Storm Water Asset Management	$0	$0		$0		$0		$0		$0	
CP0418 JSSD Interconnection Improvements	-$762,845	$800,000		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements	$1,494,153	$1,100,000	-$2,594,153	$5,000,000	-$5,000,000	$3,000,000	-$3,000,000	$0		$0	
CP0443 West Neck Tank	$222,538	$225,000		$1,250,000		$1,250,000		$1,250,000		$0	
TOTAL	$36,555,229	$41,743,443	$0	$42,107,565	$0	$35,233,343	$0	$15,926,707	$0	$4,469,293	$0

Projects - Adjusted Transportation Projects - FY20 & FY21

Legend	
Cut Due to Funding Gap	Technical Adj. to Align to Future Revenues

Project	Score	Carry Forward	YTD Expense	Available Balance	Base FY 2020	Adjustment 2020	Base FY 2021	Adjustment 2021	Base FY 2022	Adjustment 2022	Base FY 2023	Adjustment 2023	Base FY 2024	Adjustment 2024	Base FY 2025	Adjustment 2025
000520 Complete Streets Retrofit -	-	$0	$0	$0	$50,000	-$50,000	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
000523 PC MARC Transit and Active Transportation Improvements	-	$0	$0	$0	$35,000	-$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0115 Public Works Complex Improvements	21.75	$31,784	$0	$0	$0	-$31,784	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$84,347	$0	$182,347	$98,000	-$182,347	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$73,124	$0	$171,124	$98,000	-$71,124	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0279 224 Corridor Study and Strategic Plan	23.69	$128	$0	$128	$0	-$128	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0287 Ironhorse Seasonal Housing	27.94	$32,771	$0	$32,771	$0	-$32,771	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0382 Transit Onboard Security Cameras	28.22	$300,773	$0	$314,773	$14,000	-$214,773	$14,000	-$14,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0383 Transit Onboard Wi-Fi	26.39	$269,000	$0	$294,000	$25,000	-$250,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	31.00	$482,018	$0	-$1	$0	-$482,018	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	-	$180,000	$0	$180,000	$0	-$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0421 Canyons Village Area Transit Center	-	$0	$0	$150,000	$0	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0423 BRT Capital Improvments & Electronic Sig	-	$191,000	$0	$321,000	$130,000	-$321,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0423 BRT Capital Improvments & Electronic Sig	-	$244,000	$0	$244,000	$0	-$244,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0425 6 Electric BRT Transit Buses	-	$77,800	$0	$77,800	$0	-$77,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	-	$53,803	$0	$0	$0	-$53,803	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	-	$215,211	$0	$0	$0	-$215,211	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$155,878	$24,767	$105,487	$0	-$120,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0438 Remodel for Transit Driver Housing	-	$224,996	$241,101	$283,895	$300,000	-$33,895	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	-	$25,000	$0	$25,000	$0	-$25,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP4036 Homestake Park & Ride Transit Service, Snow Removal Mant., Vehicles	-	$0	$0	$0	$71,000	-$71,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$910,920	$2,714	$1,268,207	$360,000	-$1,268,207	$985,200	-$985,200	$0	$914,833	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$425,164	$2,714	$788,450	$366,000	-$711,650	$1,689,225	-$1,689,225	$0	$635,167	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$430,453	$21,710	$1,872,743	$1,464,000	-$1,565,543	$4,169,702	-$4,169,702	$0	$13,250,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$57,948	$17,053	$75,000	-$17,053	$0	$0	$0	$17,053	$0	$0	$0	$0	$0	$0

CP0025 Bus Shelters	29.86	$0	$25,448	-$25,448	$0	$25,448	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$0	$0	-$117,465	$0	$117,465	$0	$400,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$145,987	$0	$145,987	$0	-$145,987	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$148,960	$0	$118,356	$0	-$118,356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$1,205,856	$0	$1,083,438	$0	-$1,083,438	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0244 Transit Contribution to County	-	$217,099	$0	$217,099	$0	$575,570	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0363 Traffic Management Cameras	26.19	$0	$0	-$76,916	$0	$76,916	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	31.00	$0	$0	-$440	$0	$440	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	-	$1,620,000	$0	$1,620,000	$0	-$1,620,000	$0	$3,499,955	$0	$0	$0	$0	$0	$0	$0	$0
CP0419 VMS Signs	-	$120,000	$15,000	$105,000	$0	-$105,000	$0	$60,000	$0	$45,000	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	-	$122,400	$0	$122,400	$0	-$122,400	$0	$1,075,148	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$0	$0	-$29,015	$0	$29,015	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$0	$0	-$116,883	$0	$116,883	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	-	$50,000	$140,061	-$40,061	$50,000	$90,061	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0441 Marsac Employee Transportation Demand Mg	-	$75,000	$28,124	$46,877	$0	-$46,877	$0	$0	$0	$46,877	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	-	$10,000	$530	$9,470	$0	-$9,470	$0	$0	$0	$9,470	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	-	$8,549	$2,050	$6,499	$0	-$6,499	$0	$0	$0	$6,499	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	-	$0	$0	$130,000	$130,000	-$130,000	$0	$0	$0	$130,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	-	$0	$0	$30,000	$30,000	-$30,000	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
Total						**($8,940,336)**		**($1,923,024)**								

Projects - All Transportation Projects & Funding Sources - FY20 to FY25

Project	Funding Source	Description	Score	Carry Forward	YTD Expense	Available Balance	Base FY 2020	Adjustment 2020	Base FY 2021	Adjustment 2021	Base FY 2022	Adjustment 2022	Base FY 2023	Adjustment 2023	Base FY 2024	Adjustment 2024	Base FY 2025	Adjustment 2025
000520 Complete Streets Retrofit -	057479 Transit Fund * TRANSIT SALES TAX	This annual Capital Project will implment low cost yet effective complete streets elements on existing local streets/roads consistent with the City's recently adopted Complete Streets Policy. Transportation Planning, PCPD, and Engineering recently completed a Road Safety Assessment with the assistance of UDOT and FHWA which outlined various high, medimu, and low priority projects. These funds will be used to implement those recommendations.	-	$0	$0	$0	$50,000	-$50,000	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
000523 PC MARC Transit and Active Transportation Improvements	057479 Transit Fund * TRANSIT SALES TAX	-	-	$0	$0	$0	$35,000	-$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
000534 SR248 BRT	031482 CIP FUND * REGIONAL TRANSIT REVENUE	-	-	$0	$0	$0	$15,000,000	$0	$15,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
000534 SR248 BRT	031458 CIP Fund * FEDERAL GRANTS	-	-	$0	$0	$0	$10,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0244 Transit Contribution to County	057479 Transit Fund * TRANSIT SALES TAX	For annual capital contribution to Summit County	-	$217,099	$0	$217,099	$0	$575,570	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	057479 Transit Fund * TRANSIT SALES TAX	The proposed project is to evaluate both a signalized and unsignaled intersection improvements at the SR 248/Richardson Flat intersection. These improvements are critical for transit and private vehicles to safely and expeditiously access the Richardson Flat Park and Ride lot. Signal infrastructure is already in place however prior to installation of the signal at least one other alternative should be developed and evaluated.	-	$180,000	$0	$180,000	$0	-$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	057455 TRANSIT FUND * DOT	The proposed project is to evaluate both a signalized and unsignaled intersection improvements at the SR 248/Richardson Flat intersection. These improvements are critical for transit and private vehicles to safely and expeditiously access the Richardson Flat Park and Ride lot. Signal infrastructure is already in place however prior to installation of the signal at least one other alternative should be developed and evaluated.	-	$100,000	$0	$100,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057482 Transit Fund * REGIONAL TRANSIT REVENUE	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$355,046	$46,004	$309,042	$0	$0	$0	$163,889	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057479 Transit Fund * TRANSIT SALES TAX	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$0	$0	$0	$0	$0	$0	$251,054	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057458 Transit Fund * FEDERAL GRANTS	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$1,620,000	$0	$1,620,000	$0	-$1,620,000	$0	$3,499,955	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	031482 CIP FUND * REGIONAL TRANSIT REVENUE	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$0	$0	$0	$0	$0	$0	$405,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0419 VMS Signs	057479 Transit Fund * TRANSIT SALES TAX	This project is Phase 2 of the City-wide installation of Varibale Message SIgns. The Phase 1 signs have been very effective in providing advanced and real time traveler information as well as event information and wayfinding. The goal of this project is to better management transportation system demand as well as reduce vehile miles traveled by providing clear and concise wayfinding. These signs will also be utilized to provide real-time infomation and parkign availability upon implementation of the City's Parking Management Program	-	$120,000	$15,000	$105,000	$0	-$105,000	$0	$60,000	$0	$45,000	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	057479 Transit Fund * TRANSIT SALES TAX	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$30,600	$0	$30,600	$0	$0	$0	$109,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	057458 Transit Fund * FEDERAL GRANTS	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$122,400	$0	$122,400	$0	-$122,400	$0	$1,075,148	$0	$0	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	031482 CIP FUND * REGIONAL TRANSIT REVENUE	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$0	$0	$0	$0	$0	$0	$350,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0421 Canyons Village Area Transit Center	057482 Transit Fund * REGIONAL TRANSIT REVENUE	The Canyons Village area Transit Center is a key location for connectivity to our transit system linking several county routes to the Canyons Village and parking. With the expansion of routes from surrounding neighborhoods this location will become even more vital to the success of our system. This will also be a key location in the e-bike share program where people can pick up or drop off their electric bikes. FTA funding will play a major part in the success and cost of this project.	-	$0	$0	$150,000	$0	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0423 BRT Capital Improvments & Electronic Sig	057482 Transit Fund * REGIONAL TRANSIT REVENUE	We have installed 10 electric signs in 2016 and have assessed locations for 15 more at key locations in 2018 & 2019. Using GPS tracking data these signs inform waiting passengers at key locations how long before the next bus arrives at their stop. This project also includes making improvements and to existing stops along 224 BRT route which may include shelters, concrete landings raised or flat, bus pullouts etc.	-	$191,000	$0	$321,000	$130,000	-$321,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0423 BRT Capital Improvments & Electronic Sig	057458 Transit Fund * FEDERAL GRANTS	We have installed 10 electric signs in 2016 and have assessed locations for 15 more at key locations in 2018 & 2019. Using GPS tracking data these signs inform waiting passengers at key locations how long before the next bus arrives at their stop. This project also includes making improvements and to existing stops along 224 BRT route which may include shelters, concrete landings raised or flat, bus pullouts etc.	-	$244,000	$0	$244,000	$0	-$244,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0425 6 Electric BRT Transit Buses	057482 Transit Fund * REGIONAL TRANSIT REVENUE	6 Electric buses will be purchased to implement a BRT like bus route along 224 between Kimball Junction Transit Center and Old Town Transit Center. This will provide 10-15 minute frequency of service between the two locations. 4-5 buses will be used to run this service with the 6th bus to be used as a spare or in the event of an additional bus to meet the demand.	-	$77,800	$0	$77,800	$0	-$77,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$53,803	$0	$0	$0	-$53,803	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	057458 Transit Fund * FEDERAL GRANTS	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$215,211	$0	$0	$0	-$215,211	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$0	$0	-$29,015	$0	$29,015	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057479 Transit Fund * TRANSIT SALES TAX	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$155,878	$24,767	$105,487	$0	-$120,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057458 Transit Fund * FEDERAL GRANTS	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$0	$0	-$116,883	$0	$116,883	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0438 Remodel for Transit Driver Housing	057479 Transit Fund * TRANSIT SALES TAX	Remodel for Transit Driver Housing at old peace house location and any other units that can be converted into housing for bus drivers.	-	$224,996	$241,101	$283,895	$300,000	-$33,895	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0439 Bonanza Drive Multi-Modal and Street Imp	031482 CIP FUND * REGIONAL TRANSIT REVENUE	This project proposes to formulate and evaluate multi-modal alternatives along Bonanza from SR 248 to Deer Valley Drive specific to the reporposing of the median islands to accomodate a dedicated transit lane and improve transit, pedestrian, and bicycle improvements to increase safety, improve transit ontime performance and reliability, and create a better better pedestrian experience including aesthetic improvements to reflect the Arts and Culture District vision	-	$29,000	$0	$29,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$50,000	$140,061	-$40,061	$50,000	$90,061	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057471 TRANSIT FUND * RESORT TAX - TRANS	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$25,000	$0	$25,000	$0	-$25,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057455 TRANSIT FUND * DOT	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$100,000	$0	$100,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$75,000	$28,124	$46,877	$0	-$46,877	$0	$0	$0	$46,877	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057475 TRANSIT FUND * TRANSFER FROM GENERAL FUND	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$10,000	$530	$9,470	$0	-$9,470	$0	$0	$0	$9,470	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057450 Transit Fund * BEGINNING BALANCE	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$8,549	$2,050	$6,499	$0	-$6,499	$0	$0	$0	$6,499	$0	$0	$0	$0	$0	$0
CP0444 SR 248 New Tunnel	031482 CIP FUND * REGIONAL TRANSIT REVENUE	-	-	$5,907,150	$3,890,550	$2,016,599	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	057450 Transit Fund * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$130,000	$130,000	-$130,000	$0	$0	$0	$130,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	034450 Main St RDA * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$30,000	$30,000	-$30,000	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	033450 Lower Park RDA * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP4036 Homestake Park & Ride Transit Service, Snow Removal Mant., Vehicles	058489 PARKING FUND * GARAGE REVENUE	The parking revenues offset the cost of transit service from the Homestake Employee Lot, which provides access to Main Street for local employees.	-	$0	$0	$0	$71,000	-$71,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0108 Flagstaff Transit Transfer Fees	057466 Transit Fund * OTHER CONTRIBUTIONS	Account for transit transfer fees dedicated to improvement enhancement of Park City transit system by designing and constructing transit priority improvements on SR 248. Reduction in greenhouse gas emmissions by reducing idling and single occupancy vehicles.	38.75	$2,125,767	$110,761	$2,015,006	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$910,920	$2,714	$1,268,207	$360,000	-$1,268,207	$985,200	-$985,200	$0	$914,833	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057479 Transit Fund * TRANSIT SALES TAX	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$425,164	$2,714	$788,450	$366,000	-$711,650	$1,689,225	-$1,689,225	$0	$635,167	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057458 Transit Fund * FEDERAL GRANTS	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$430,453	$21,710	$1,872,743	$1,464,000	-$1,565,543	$4,169,702	-$4,169,702	$0	$13,250,000	$0	$0	$0	$0	$0	$0

CP0137 Transit Expansion	057482 Transit Fund * REGIONAL TRANSIT REVENUE	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$145,987	$0	$145,987	$0	-$145,987	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	057479 Transit Fund * TRANSIT SALES TAX	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$148,960	$0	$118,356	$0	-$118,356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	057458 Transit Fund * FEDERAL GRANTS	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$1,205,856	$0	$1,083,438	$0	-$1,083,438	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	057479 Transit Fund * TRANSIT SALES TAX	-	31.00	$0	$0	-$440	$0	$440	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	057458 Transit Fund * FEDERAL GRANTS	-	31.00	$482,018	$0	-$1	$0	-$482,018	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0381 Transit and Transportation Land Acq	057450 Transit Fund * BEGINNING BALANCE	-	30.94	$3,003,545	$0	$3,003,545	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0313 Transportation Plans and Studies	057479 Transit Fund * TRANSIT SALES TAX	Funding for transportation/transit plan studies (e.g. short range transit development plan SR-224, corridor studies, mountain transportation plans). These plans & studies will determine required transit/transportation capital programs for future years. Additionally, Develop update to 2011 Transportation Master Plan update to 2011 Traffic and Transportation Master Plan that updates PC existing transportation policies as well as an action plan of comphrensive transportation solutions/projects including but not limited to regional connections, bicycle and pedestrian element, Intelligent Transportation System, complete streets and road classifications, design standards, mass transit, land use connections, GHG/air quality anaylsis, TDM programs, based on a 20 year planning horizon. Both a fiscally constrained and unconstrianed capital project list will be developed.	30.83	$327,682	$76,156	$386,526	$135,000	$0	$0	$137,318	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057482 Transit Fund * REGIONAL TRANSIT REVENUE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057479 Transit Fund * TRANSIT SALES TAX	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$25,448	-$25,448	$0	$25,448	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057458 Transit Fund * FEDERAL GRANTS	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057450 Transit Fund * BEGINNING BALANCE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$57,948	$17,053	$75,000	-$17,053	$0	$0	$0	$17,053	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	031482 CIP FUND * REGIONAL TRANSIT REVENUE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$0	$0	$0	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0289 Ironhorse Transit Facility Asset Managem	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This CIP will fund ongoing Capital Renewal needs for the City's expanded Ironhorse Transit facility. This fund will provide for roof, parking garage, HVAC, lifts and equipment capital renewal. Summit County contributes its proportional share.	29.17	$243,843	$0	$286,196	$42,353	$0	$42,353	$0	$42,353	$0	$42,353	$0	$42,353	$0	$0	$0
CP0289 Ironhorse Transit Facility Asset Managem	057479 Transit Fund * TRANSIT SALES TAX	This CIP will fund ongoing Capital Renewal needs for the City's expanded Ironhorse Transit facility. This fund will provide for roof, parking garage, HVAC, lifts and equipment capital renewal. Summit County contributes its proportional share.	29.17	$1,047,240	$0	$1,184,887	$137,647	$0	$137,647	$0	$137,647	$0	$137,647	$0	$137,647	$0	$0	$0
CP0316 Transit Facility Capital Renewal Account	057479 Transit Fund * TRANSIT SALES TAX	This project will serve as a reserve account for capital assets owned and operated by park city transit. Annual contributions will ensure critical buildings will have a local funding source as they require renewal. Level of funds assume federal transit admin. grants are available when required. Funds will be used for Major capital items such as roofing, paint, siding, cameras, etc.	28.25	$247,807	$0	$297,807	$50,000	$0	$50,000	$0	$50,000	$0	$50,000	$0	$50,000	$0	$0	$0
CP0382 Transit Onboard Security Cameras	057479 Transit Fund * TRANSIT SALES TAX	Technology has changed and improvement are needed to an upgraded Security Camera system which will increase reliably and dependability of video the transit fleet.	28.22	$300,773	$0	$314,773	$14,000	-$214,773	$14,000	-$14,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0287 Ironhorse Seasonal Housing	057450 Transit Fund * BEGINNING BALANCE	Seasonal housing (Dorm Style) for up to 16 seasonal transit employees to be constructed on Ironhorse Property. Rents will recapture op expenses, capital renewal, and initial capital.	27.94	$32,771	$0	$32,771	$0	-$32,771	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0226 Walkability Implementation	031490 CIP FUND * COUNTY/SPECIA L DISTRICT CONTRIBUTION	This project funds varying projects related tot he Walkability Community program. The projects to be completed with this funding will be as outlined by the Walkability Steering and CIP committees and as approved by City Council during the 2007 Budget Process This was cp0190 in the FY2009 budget	27.25	$10,701	$0	$10,701	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0226 Walkability Implementation	031451 CIP Fund * BOND PROCEEDS	This project funds varying projects related tot he Walkability Community program. The projects to be completed with this funding will be as outlined by the Walkability Steering and CIP committees and as approved by City Council during the 2007 Budget Process This was cp0190 in the FY2009 budget	27.25	$4,773,154	$72,212	$4,700,942	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0152 Parking Equipment Replacement	058489 PARKING FUND * GARAGE REVENUE	For replacement of parking meters on Main St., replacement of garage gates and pay equipment, replacement of sensors in garage and loops in surface lots. Replacement of parking vehicles, License plate recongnition hardware/software, signage related to changes in the parking program, and handheld ticket writers. Funded by garage and meter fee revenues.	27.03	$0	$0	$125,000	$125,000	$0	$125,000	$0	$125,000	$0	$125,000	$0	$125,000	$0	$0	$0
CP0152 Parking Equipment Replacement	057489 TRANSIT FUND * GARAGE REVENUE	For replacement of parking meters on Main St., replacement of garage gates and pay equipment, replacement of sensors in garage and loops in surface lots. Replacement of parking vehicles, License plate recongnition hardware/software, signage related to changes in the parking program, and handheld ticket writers. Funded by garage and meter fee revenues.	27.03	$49,310	$0	$712	$0	$0	$0	$0	$0	$0	$0	$0	-$125,000	$0	$0	$0
CP0118 Transit GIS/AVL System	057482 Transit Fund * REGIONAL TRANSIT REVE	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$84,347	$0	$182,347	$98,000	-$182,347	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0118 Transit GIS/AVL System	057479 Transit Fund * TRANSIT SALES TAX	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$73,124	$0	$171,124	$98,000	-$71,124	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	057458 Transit Fund * FEDERAL GRANTS	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$0	$0	-$117,465	$0	$117,465	$0	$400,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0383 Transit Onboard Wi-Fi	057479 Transit Fund * TRANSIT SALES TAX	Transit Onboard Wi-Fi to enhance transit user experience	26.39	$269,000	$0	$294,000	$25,000	-$250,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0363 Traffic Management Cameras	057450 Transit Fund * BEGINNING BALANCE	Real time visual monitoring of developing traffic conditions will enable the City to respond more effectively to traffic events.	26.19	$0	$0	-$76,916	$0	$76,916	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0369 Paid Parking Infrastructure for Main St.	057450 Transit Fund * BEGINNING BALANCE	Paid Parking Infrastructure for Main Street Area - Gates, technology, signage, other improvements	26.03	$0	$0	-$477,716	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0203 China Bridge Event Parking	031489 CIP FUND * GARAGE REVENUE	This project will provide additional parking and event mitigations for Park City.	25.14	$638,126	$161,359	$808,065	$340,000	$0	$340,000	$0	$340,000	$0	$340,000	$0	$340,000	$0	$0	$0
CP0388 Parking Deck Coating Replacement	057479 Transit Fund * TRANSIT SALES TAX	Replace Deck Coating Iron Horse Bus Garage	25.00	$106,000	$0	-$77,279	$0	$0	$55,000	$0	$55,000	$0	$55,000	$0	$0	$0	$0	$0
CP0279 224 Corridor Study and Strategic Plan	057450 Transit Fund * BEGINNING BALANCE	Project includes a corridor study and strategic plan for State Route 224 between Thaynes Canyon Drive and the Deer Valley Drive/Bonanza Drive intersection. The resulting Plan will be a guideline for future decisions regarding Walkability projects and connectivity, transportation efficiencies, and access. The Plan will fold into land use and redevelopment decisions regarding the western side of the Bonanza Park district and General Plan discussions.	23.69	$128	$0	$128	$0	-$128	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0115 Public Works Complex Improvements	057450 Transit Fund * BEGINNING BALANCE	This project will provide for additional office space & furnishings required to house streets/transit/fleet personnel.	21.75	$31,784	$0	$0	$0	-$31,784	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0177 China Bridge Improvements & Equipment	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Stairwell Old CB; Fire Sprinkler Upgrade OLD CB; Snow Chute	20.08	$49,690	$10,950	-$10,950	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total				**$6,418,908**	**$244,521**	**$5,880,237**	**$700,000**	**($588,546)**	**$534,000**	**$386,000**	**$520,000**	**$0**	**$520,000**	**$0**	**$340,000**	**$0**	**$0**	**$0**

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for their Tenant Space Located at 460 Swede Alley, Unit 100

Suggested Action:

Attachments:
DABC Lease Addendum Staff Report

Exhibit A: DABC Original Lease 1987

Exhibit B: DABC Lease Addendum #5

City Council Staff Report

Subject: DABC Lease Addendum- Swede Alley Store
Author: Heinrich Deters
Department: Sustainability
Date: May 21, 2020
Type of Item: Administration

Recommendation

Review and approve Lease Addendum 5, in a form approved by the City Attorney, with the Utah Department of Alcoholic Beverage Control (DABC) to occupy City property located at 460 Swede Alley, Unit 100.

Background

The DABC entered into an original lease with Park City on November 1, 1987. The DABC and PCMC have continued to extend the lease terms, as well as relocated the facility (2008) through the previous four amendments. The most recent amendment (four), was codified on June 20, 2013, which constituted a 5 year lease extension ending in 2018.The lease has been operating as month/month since then.

Staff proposed a few new terms in lease Addendum #5, including:

- An initial two year term with an option for DABC to renew an additional two years, including an opportunity to renegotiate rent but defaulting to the existing rent if no negations takes place;
- Increase in base rental rate, from $5.80 sq./ft. to $6.40 sq./ft.;
- Similar to the existing lease, it will convert to month/month at the end of each two year term, if the renewal option is not exercised, at which point either party may cancel upon 30 day notice; and
- All other standard terms and covenants not amended will remain in effect.

Analysis

The DABC Swede Alley store provides a valuable (sales tax) and convenient (non-monetary community) amenity for residents of Park City and tourists in Old Town.

Staff has provided a link to the previous Council report, and amendment #4, for further context. The item was on consent agenda and approved unanimously without further discussion. June 20, 2013 City Council Packet- DABC Report Page 102

Amendment #5 includes a proposed rental increase, based on the cumulative rate of inflation (2013-2020) of 10.1% or $6.38 sq. /ft., and will generate annual rental revenue of $11,456.

DABC representatives are amenable to the terms presented; however, state appropriations of funds are subject to legislative approvals. From time to time, the DABC has suggested that, were it not for Park City's desire to have an Old Town location, they would eliminate this store.

Should Council continue to desire a location in Old Town, the subsidy in rental income to the City is required.

Attachments

A Original 1987 Lease

B Lease Addendum #5- DABC Store #36 Park City

LEASE AGREEMENT BETWEEN
PARK CITY MUNICIPAL BUILDING AUTHORITY AND THE STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

THIS LEASE AGREEMENT is made and entered into between PARK CITY MUNICIPAL BUILDING AUTHORITY (hereinafter called "Lessor"), and the State of Utah, Division of Facilities Construction and Management, for and in behalf of the DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (hereinafter called "Lessee).

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES. Lessor hereby leases and rents unto Lessee, and Lessee hereby takes as tenant under Lessor, that certain real property comprising of one thousand three hundred and eighty (1,380) square feet of retail selling space with access to two hundred (200) parking stalls, with a street address of 528 Main Street, Park City, Utah. The leased premises shall be used by Lessee for the operation of a Utah State Package Liquor Store. (Appendix A - Floor Plan is attached hereto and made a part of this Agreement.)

SECTION 2. TERM OF LEASE. The term of this Lease shall be seven (7) years which term shall commence on November 1, 1987 and expire on October 31, 1994 and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by Lessee pursuant to Section 3 of this Lease, until terminated by either party by giving sixty (60) days advance written notice to the other party, or until terminated pursuant to Paragraph 17 hereof.

SECTION 3. OPTION TO RENEW. Lessor covenants with Lessee that Lessor shall, at Lessee's option, again grant and lease to Lessee at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the Lease as is contained in the Lease, and on the same terms and conditions, except as to the fixed rental reserved, which rental shall be determined by negotiation between the parties.

SECTION 4. CONSIDERATION. In consideration of granting this Lease Agreement, the sum of the annual rentals payable by Lessee to Lessor shall be twelve dollars ($12.00). Lessee shall pay Lessor said amount on the first day of November each and every year during the term of the Lease. All rental payments shall be made payable and delivered to Lessor at the following address:

Park City Municipal Building Authority
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

SECTION 5. REPRESENTATION.

(a) Lessor represents that they are the lawful owners or lawful representatives of the owners of the Leased Premises and that they have the right to Lease the same as herein provided and guarantee quiet and peaceable enjoyment of the Leased Premises to Lessee.

(b) Lessee represents that it has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and Lessee accepts the same with the understanding the building meets all code requirements.

SECTION 6. INDEMNIFICATION. Each party shall indemnify and save harmless the other party, its officers, agents and employees, from and against all claims, lawsuits, damage, injury or liability claims however caused by said party, its agents or employees.

SECTION 7. SERVICES PROVIDED BY LESSEE. Lessee agrees to pay for the following utilities furnished to the Leased Premises during the term hereof to-wit: electricity, heat, water, sewer, air conditioning, janitorial, and snow removal.

SECTION 8. FIRE INSURANCE. Lessor agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, extended coverage, vandalism, and malicious mischief at all times during the term of this lease agreement. All costs of such insurance shall be borne by the Lessor. Lessee shall be responsible for damages to all personal property it may locate in the Leased Premises except damage thereto caused by Lessor's negligence.

SECTION 9. REPAIR AND MAINTENANCE.

(a) All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of Lessor. Lessor shall be responsible for

(1) all roof and structural repairs, wind damage, and glass breakage;

(2) providing full service repair and maintenance of hating and air conditioning equipment;

(3) all plumbing repairs or maintenance;

(4) providing ground and parking lot maintenance.

Lessor agrees to make timely repairs and have adequate maintenance procedures.

(b) In the event of failure by Lessor to provide any services under this Agreement and said failure goes uncorrected for fifteen (15) days after written notice to Lessor, the Lessee shall have the right to secure said services and to deduct the cost thereof from the rental payments.

(c) Lessee agrees not to commit or permit waste of or on the Leased Premises, and agrees to be responsible for all repairs necessitated by acts of waste committed by Lessee, its employees, agents and invitees.

SECTION 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES. In the event the Leased Premises shall be damaged or destroyed by fire or by any other means and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Lessee shall have the option to:

(a) terminate this Lease as of the date of such damage or destruction, or

(b) continue this Lease Agreement in force and effect for the remainder of the Lease term if the Leased Premises are only partially destroyed or damaged and are repaired within ninety (90) days from the date of such destruction or damage. It is mutually agreed that all rentals shall abate until such time as the repairs to the Leased Premises are completed.

SECTION 11. LESSEE'S PERSONAL PROPERTY AND FIXTURES. All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises and Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 12. TERMINATION AND SURRENDER OF LEASED PREMISES. Lessee agrees to quit and surrender peaceable possession of the Leased Premises to Lessor when this Lease Agreement is terminated. Lessee agrees to leave the Leased Premises in as good a state of repair and sanitary condition as when received, reasonable wear and tear and damage by the elements or by fire excepted.

SECTION 13. JUDICIAL INTERVENTION. In the event a court of competent jurisdiction, for any reason and at any time during the term of this Lease Agreement, shall prohibit Lessee from using the Leased Premises for the purpose for which it was leased, by temporary injunction or abolishment of program, Lessee shall have the option to:

(a) terminate this Lease Agreement without any further liability, cost and expense to Lessee or

(b) to continue this Lease Agreement in force and effect for the full term.

SECTION 14. LESSEE'S CONTROL. It is understood and agreed that the Lessor has no control or interest in any manner of the activities contemplated by the Lessee pursuant to the provisions of this Lease and Lessor shall not be involved therein in any manner, other than the right to receive the rentals herein reserved and the right to the return of the Leased Premises as herein provided. Lessee has the right to sublet any part of or all of Leased Premises, but shall not so sublet or assign this Lease Agreement without the written consent of Lessor.

SECTION 15. COST AND ATTORNEY'S FEES. In case of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease. If a breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action is taken.

SECTION 16. MANNER OF GIVING NOTICE. Any and all notices required by the Lease Agreement shall be in writing and delivered personally to the party to whom notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Lessor:

Park City Municipal
Building Authority
Chairman Hal W. Taylor
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

If to Lessee:

State of Utah
Department of Alcoholic
Beverage Control
1625 South 900 West
P. O. Box 30408
Salt Lake City, Utah 84130-0408

With a copy to:

Division of Facilities
Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

SECTION 17. OPTION TO TERMINATE LEASE. Lessee and Lessor both acknowledge that Lessee cannot contract for payment of funds not yet appropriated by the Utah State Legislature and

Hygienist to confirm that no asbestos exists in the building. If the Lease space does not comply with the state codes, including handicap code; the Lessor will be notified in writing of the corrections needed. The Lessor shall have six (6) months to begin work to comply with the written notice and one year to complete the work. If the Lessor fails to comply with the written notice the Lessee has the right to withhold lease monies until the space complies with the state codes.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

LESSOR
Park City Municipal
Building Authority

12-4-87
Hal W. Taylor — Date
Chairman

LESSEE
State of Utah

12-14-87
Dennis R. Kellen — Date
Manager of Operations
Department of Alcoholic
Beverage Control

APPROVED AS TO FORM:

James W. Carter — Date
Park City Attorney

12-16-87
John P. Soltis — Date
Assistant Attorney General
State of Utah

12-15-87
Joyce H. Milne — Date
Division of Facilities
Construction and Management

APPROVED AS TO THE AVAILABILITY OF FUNDS:

16 Dec 87
Forrest Terry — Date
Utah Division of Finance

14 Dec 87
Richard Pearson — Date
Management Services Coord.
Department of Alcoholic
Beverage Control

31

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 5

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,790 square feet of retail space in the facility located at 460 Swede Alley, Unit 100, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1, 2, 3, and 4, which Amendment No. 4 expires June 30, 2018; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional twenty four (24) months renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>RENEWAL OR EXTENDED TERM</u>

1.1 This Lease Agreement is hereby renewed and extended for an additional term of twenty four (24) months which term shall commence on July 1, 2020 and shall expire June 30, 2022, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 5, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. <u>OPTION TO RENEW</u>

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of TWO (2) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 5, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. This option shall automatically renew unless LESSEE notifies LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to NOT be exercised.

2.2 Should LEESEE choose not to terminate the lease by providing written notice, the parties shall have thirty (30) days after June 30, 2022, to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the base terms of the Lease shall continue. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. CONSIDERATION

3.1 For the renewal or extended period beginning July 1, 2020, and ending June 30, 2022, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of $6.40 per square foot per year, for an annual rental of $11,456.00. LESSEE shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 5 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 5 to be executed.

LESSEE
State of Utah

____
Lee Fairbourn Date
Real Estate Manager
Division of Facilities Construction and Management

____
Sal D. Petilos Date
Director
Department of Alcoholic Beverage Control

____

LESSOR
PARK CITY MUNICIPAL BUILDING AUTHORITY

____
Andy Beerman Date
Chairman

____
Michelle Kellogg Date
City Recorder

APPROVED as to Form:
Budget Officer Date
Department of Alcoholic Beverage Control

Mark D. Harrington Date
City Attorney

APPROVED:

Utah Division of Finance

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Request to Approve Resolution 09-2020, a Resolution Proclaiming May 30, 2020, as Arbor Day and Celebrating Park City's 27th Anniversary as a Tree City USA Community

Suggested Action:

Attachments:
Arbor Day Staff Report

Exhibit A: Arbor Day 2020 Resolution

Exhibit B: Arbor Day Celebration Flier

City Council
Staff Report

Subject: Arbor Day Proclamation
Author: Michelle Kellogg
Department: Executive
Date: May 21, 2020
Type of Item: Administrative

Recommendation

Approve the proposed resolution proclaiming May 30, 2020, as Arbor Day and celebrating Park City's 27th anniversary as a "Tree City USA Community."

a. The resolution demonstrates the City's support of planting trees in the City.
b. The resolution promotes participation of cleaning up the community
c. Supporting this resolution will demonstrate that the City values the beauty of nature within the community.

Background

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world.

The Opportunity

In consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 27th anniversary as a Tree City USA, tree seedlings will be distributed to the public via curbside pick-up at 10:00 a.m., Saturday May 30th at Prospector Park. Residents are encouraged to plant trees at their home. In addition, residents can also sign up to have a tree planted on their behalf, and the Parks Department will plant an additional 20 trees at Prospector Park.

<u>The Community Engagement Department plans to publicize Arbor Day and associated activities.</u>

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.

Attachments

Exhibit A: Arbor Day Resolution
Exhibit B: Arbor Day Celebration Flier

Resolution No. 09-2020

RESOLUTION PROCLAIMING May 30, 2020, AS ARBOR DAY AND CELEBRATING PARK CITY'S 27th ANNIVERSARY AS A TREE CITY USA COMMUNITY

WHEREAS, Park City is committed to maintaining its natural trees and resources, demonstrated by the City Council's constant support of beautification projects and the enactment of codes specifically created to protect vegetation: and

WHEREAS, participation in the Tree City USA Program fosters community pride and creates a great environment to live and work and annual recognition demonstrates to residents and visitors that trees, conversation and the environment are an important part of life in our town; and

WHEREAS, the City Council, acting in the best interests of its citizenry, regards these enhancements as high priorities to enjoy and to ensure for future generations, and

WHEREAS, the National Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, has named Park City as a Tree City USA for the 27th year, and

WHEREAS, in consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 27th anniversary as a Tree City USA, tree seedlings will be distributed via curbside pick-up at 10:00 a.m., Saturday May 30th at Prospector Park. Residents are encouraged to plant trees at home. To continue the tradition of planting trees on Arbor Day, residents can sign up to have a tree planted on their behalf, and the Parks Department will plant 20 trees at Prospector Park.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim May 30, 2020 as: ARBOR DAY IN PARK CITY, UTAH

The Mayor and City Council extend their appreciation of the exceptional service provided by Parks Department employees, who do an outstanding job every day of the year to ensure that Park City is a beautiful place to live, play and visit.

PASSED AND ADOPTED this 21st day of May, 2020.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Andy Beerman

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

City Attorney's Office


Arbor Day Celebration
Celebrating Park City's 27th Year as a 'Tree City'
Saturday, May 30, 2020 | 10:00 a.m.-1:00 p.m.
Plant a tree at home
Curbside pick-up of seedlings will take place beginning at 10:00 a.m. until supplies last. Residents are encouraged to plant trees at home. In compliance with social distancing guidelines, volunteers will distribute seedlings curbside at Prospector Park (2500 Wyatt Earp Way).
20 for 2020
To continue the tradition of planting trees on Arbor Day, you may sign up to have a tree planted on your behalf, and Maria Barndt and team will plant 20 trees at Prospector Park. First come, first served.
Questions? Contact Maria Barndt, mbarndt@parkcity.org
PARK CITY
1884

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Celia Peterson
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute the First Addendum to the Design Professional Services Agreement, in a Form Approved by the City Attorney, with The Electric Highway Co., for Installation of Twelve Electric Vehicle (EV) Charging Ports in an Amount Not to Exceed $73,000.00

Suggested Action:

Attachments:
Electric Vehicle Chargers Contract Addendum Staff Report

Exhibit A: Professional Services Agreement

City Council Staff Report

Subject:	**Electric Vehicle Charger Installation, First Addendum – The Electric Highway Co.**
Author:	**Celia Peterson, Environmental Sustainability Project Manager**
Department:	**Environmental Sustainability**
Date:	**May 21, 2020**
Type of Item:	**Administrative**

Recommendation

Staff recommends Council authorize the City Manager to execute the First Addendum to the Design Professional Services Agreement, in a form approved by the City Attorney, with The Electric Highway Co., for installation of an additional twelve Electric Vehicle (EV) charging ports at three locations in Park City, in an amount not to exceed $73,000.00.

Background

- The Electric Highway Co. is on the State of Utah Approved Vendor List and was initially selected to install EV chargers at the Brew Pub, City Park and China Bridge (link).

- A new contract to install additional chargers at the Flagpole lot, Bob Well's Plaza, the Ice Rink and Public Works was approved on March 19, 2020 (link). This addendum is to install additional chargers at the MARC, the Library, and South Marsac parking lot. See below for locations and number of charging points:
  1. Brew Pub (4); done
  2. City Park (4); done
  3. China Bridge (6 new, 2 old); done
  4. Flagpole lot (4); approved, under contract
  5. Bob Wells Parking lot (4); approved, under contract
  6. Ice Rink (4); approved, under contract
  7. Public Works (4); approved, under contract
  8. MARC (4); new as per addendum
  9. Park City Library (4); new as per addendum
  10. South Marsac (4); new as per addendum

  Total= 44 EV charging points

- **Schedule.** Chargers 4) through 7) are scheduled to go in starting the week of May 25, 2020. If approved, chargers 8) through 10) as covered in this addendum will be added to that project.

- A transformer upgrade is required to install EV chargers at the Library. Staff recommends installing a larger transformer now to "future proof" the facility and mitigate against the need for future transformer upgrades as additional EV chargers or electrical infrastructure is needed on site and to save lifecycle cost.

- Additional chargers are planned for the Mawhinney lot (4 charging points), 3Kings Water Treatment Plant (12-14 charging points), and the new Mountain Trails Foundation headquarters at Quinns Junction (4-6 charging points). In addition, a Municipal Code update is being considered that would mandate new parking lots are equipped with electrical infrastructure to support EV charging.

Funding

- The estimated expenditures for EV chargers was budgeted at $257,975 with fifty percent being covered by a Custom Incentive from Rocky Mountain Power, up to $170,000, with the remainder coming from the General Fund. The EV chargers recommended in this Addendum are the final installations to complete this project. Final costs, including the installations recommended in this report, are about six percent under budget.
    - 1st installation $49,940.00 (paid)
    - 1st installation chargers $2043.75 (paid)
    - Signs $1800.00 (paid)
    - 2nd installation $59,820.00 (under contract)
    - Addendum to 2nd installation $73,000.00
    - Remaining chargers $35,300.00
    - RMP transformer upgrade $20,000.00 (approx.)
    - Total $241,903.75

Attachments

Exhibit A: Service Provider Agreement

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 7 day of April, 2020, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **EVSTRUCTURE, dba Electric Highway Co**, a Wyoming LLC, a Wyoming limited liability company, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **FIFTY NINE THOUSAND EIGHT HUNDRED TWENTY DOLLARS ($59,820.00)**.

The City has designated Celia Peterson, or her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. <u>TERM</u>.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on November 30, 2020, or earlier, unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT**.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. **RECORDS AND INSPECTIONS**.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code,1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars ($1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) for bodily injury by accident, and One Million Dollars ($1,000,000) each employee for injury by disease.

.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. <u>CHANGES</u>.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. <u>PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES</u>.

A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. **ENTIRE AGREEMENT**.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

____
City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EVSTRUCTURE, dba Electric Highway Co, a Wyoming LLC, a Wyoming limited liability company
63 E 11400 S #196
Sandy, UT 84070

Tax ID#: 82-3861331
PC Business License# B-016971

____
Signature

Todd Ritter
____
Printed name

President
____
Title

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of _______, 2020, at _______________________________________ (insert State and County here).

Printed name

____

Signature:

____

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THE ELECTRIC HWY CO
63 E 11400 S suite#196
Sandy, Utah 84070
Phone: 358-881-7610
Electrical Lic no. UT- 9229266-5501 Classification: B100, E200

PROPOSAL

No. 02142020-X16

TO: Dave Gustafson
Sustainability, Economic Development
Park City
P.O. box 1480
Park City, Utah 84060

PROJECT: Park City EV
Flag Pole, Bob Wells, Ice Rink and Public Works
8 Chargers, 16 Ports

SCOPE
This proposal is to install eight (8) electric vehicle supply equipment (EVSE) at four locations on City properties: Flag Pole Parking Lot- Two (2) L2 Dual units, Bob Wells Parking Lot- Two (2) L2 Dual units, Ice Rink Parking Lot Two (2) L2 Dual units and Public Works Parking lot two (2) L2 Dual units.

Unit #	Description	QTY.	Unit Price	Total
	Construction			
A	Miscellaneous materials as needed for project	1	$4,900.00	$4,900.00
B	Mobilize and set up on site.	1	$1,950.00	$1,950.00
C	Installation of 8 chargers total of 16 ports	1	$8,500.00	$8,500.00
D	Installation of conduit and conductors for chargers as needed for four (4) locations as described.	1	$14,100.00	$14,100.00
E	Installation of signs for chargers in parking areas- Sings provided by customer	1	$1,000.00	$1,000.00
F	Install concrete bollards as needed for EV protection and as required by code- Bollards to be provided by customer.	1	$5,570.00	$5,570.00
G	Restore landscaping in areas affected by trenching.	1	$3,200.00	$3,200.00
H	Trenching, borning, back fill and sand. Boring at flag pole lot.	1	$11,200.00	$11,200.00
I	Materials required for electrical upgrade - Use existing panels and equipment. Use existing panels and equipments, add circuitry and breakers where needed.	1	$6,300.00	$6,300.00
J	Equipment- Line truck, utility truck, CT meter, Boring and trenching equipment and other necessary equipment as needed for project.	1	$3,100.00	$3,100.00
			PROPOSAL TOTAL	**$59,820.00**

ADDITIONS:

- Install (N) Bollard(s) if required	Included
- Install (N) Wheel Stop(s) if required	$ TBD
- Paint parking stall with EV logo	$ TBD
- Install EV Charging Only signage	Included
- Install cell signal booster/repeater/enhancer	$ TBD
- Site Planning / Line Drawing / Engineering / Permits	$ TBD

EXCLUSIONS:
- Primary runs for transformers
- Notification of construction to tenants
- Painting of exposed conduit
- Repairs for Code Violations
- Does not include acquiring permits or permitting fees.

NOTES AND CONTINGENCIES:
- Scope of work is outlined above. All site information is preliminary, all material quantities, conduit and wire lengths are approximate.
- All conduit is unfinished. Painting and finishing of stenciled parking stall and/or signage shall be as outlined above.
- Estimate is based on preliminary site survey and may need to be adjusted prior to final design and installation. Costs may

ASSUMPTIONS:
- All existing electrical systems, electrical equipment, conduits and wire are in good working order and suitable for the proposed upgrade.
- EVSE are networked / member type, and/or network communications are wireless.
- All supplied EVSE equipment shall be on site to coincide with scheduled installation.
- Landscaping shall be repair/replaced should damage occur.
- Permit/City/Plan Check fees are estimated and may be subject to an additional charge.
- Planning requirements may be subject to additional equipment and additional charge.
- This proposal is based on work being performed during normal business hours 7am – 5pm Monday to Friday 8 hours per day and a mutually agreeable schedule.
- This estimate is based on 1 mobilization at this location and all proposed items are inclusive.
- Prevailing Wages, if applicable, are based on determinations as of bid date.

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Any additional work or payment must be agreed upon in advance in writing by the parties.

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Brian Beckstrand
Submitting Department: Transit
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Sign the Park City-Salt Lake City Connect Interlocal Cooperative Agreement with Utah Transit Authority (UTA) and Spend $1.6 Million on Fourteen Electric Buses

Suggested Action:

Attachments:
PC-SLC Connect Electric Bus Purchase Staff Report

Exhibit A: PC-SLC Connect Interlocal Cooperative Agreement

Exhibit B: VW Class 4-8 Bus Park City Municipal Agreement

Exhibit C: Original PC-SLC Connect Interlocal Agreement - August 2011

Exhibit D: Original PC-SLC Connect Amendment 1

City Council
Staff Report

Subject:	**PC-SLC Connect UTA Agreement/Electric Bus Purchase**
Author:	**Kim Fjeldsted**
Department:	**Transportation Department**
Date:	**May 14, 2020**
Type of Item:	**Consent Agenda**

Summary Recommendation

Authorize the City Manager to execute the Park City and Salt Lake City Connect (PC-SLC Connect) Interlocal Agreement between Utah Transit Authority (UTA) to facilitate the future purchase of fourteen (14) new electric buses.

Background

Park City Transit operates a fleet of 43 full-sized buses. Buses are expected to have a useful life of twelve (12) years. Six of the current fleet will be fourteen years old in 2020, and should be replaced. The proposed procurement will allow for four (4) of these oldest buses to be replaced.

The PC/SLC Connect service is operated by UTA in a contract with Park City and Summit County. All of the buses used for that service are older than twelve (12) years, some more than fifteen (15) years. Four (4) of the buses in the proposed procurement will be used in the PC/SLC Express service.

Park City Transit has learned from its experience with battery electric transit buses, starting in 2017, that it takes more electric buses than diesel buses to operate the same service. This is due to the limited range, recharging time for electric buses, and also the emerging technology of electric busses. Six (6) of the buses in the proposed procurement will augment the existing electric bus fleet to maintain service reliability.

In December 2019, Council authorized the City Manager to execute the PC-SLC Connect Collaborative Agreement with UTA for purchase and operation of electric buses through the federal Low-No grant program. Originally, council approved the purchase of two (2) 40' electric buses to be owned by Park City and operated/serviced by UTA for the PC-SLC Connect and associated infrastructure improvements. In March 2020, Park City received the long awaited VW settlement money, which included two Vehicle Identification Numbers (VINs) identified as part of the settlement, which belonged to UTA.

Therefore, staff seeks council approval to purchase a total of four (4) 40' electric buses to be owned by Park City and operated and maintained by UTA, including the associated charging infrastructure described above for the PC-SLC Connect.

The agreement includes the purchase of four (4) 40' electric buses to be operated and serviced by UTA, and the purchase of ten (10) additional 35' electric buses in a combined competitive procurement. The total cost to Park City is estimated at $1.6 million in a local match to purchase a total of fourteen (14) electric buses and install new chargers at SLC Central Station and Kimball Junction Transit Center (KJTC). The entire purchase is estimated to cost 14.8 million.

Fortunately, UTA is planning a competitive procurement for 30 electric buses. Park City has the option to piggyback on that procurement to save both staff time and costs. All electric buses procured will be next generation, with increased power and industry-standard charging specifications. In recent years, several new and competitive electric bus manufacturers have entered the market. The increased competition, volume purchasing and new technology should lead to lower cost and increased efficiency/reliability.

The purchase is consistent with Park City Transit's fleet replacement plan and Park City's net-zero carbon goal for city operations by 2022. Several funding sources will be utilized, including federal section 5339(b) Low-No grant funds, a donation from Rocky Mountain Power (RMP), Volkswagon (VW) settlement money, federal section 5311 and 5339 grant funds as well as local matches from both UTA and Park City. The information below describes how the various funding sources will be applied.

Federal Section 5339(b) Low-No Grant Funds & RMP Grant

Park City and UTA applied through the Utah Department of Transportation (UDOT) for federal 5339(b) Low or No (Low-No) Emissions funding and were selected to receive a grant from the Federal Transit Administration (FTA) to purchase electric buses and infrastructure chargers. $2.29 million was awarded to procure two (2) 40' electric buses to replace the two (2) diesel MCI Coaches and to install new charging infrastructure at UTA Salt Lake Central Station and KJTC.

RMP awarded a grant to UTA for $500,000 for the charging infrastructure. UTA is funding the remaining local match.

The total Low-No project cost is estimated at $3.2 million.

Cost to Park City……………………$0
Buses Purchased…………………….2

VW Settlement Funds

Park City was awarded a settlement from the VW diesel lawsuit in the amount of $3.69 million for six (6) electric buses, replacing six (6) diesel buses. The cost of six (6) electric buses exceeds the VW settlement. Park City Transit has been given permission by UDOT and FTA to use federal section 5311 and section 5339 grant funds to cover a portion of the difference. Park City and UTA will make up the remainder. The replaced diesel buses must be destroyed per the terms of the VW settlement.

The total cost for these six (6) electric buses is estimated at $5.8 million. Local match for Park City is estimated at $453,000.

Cost to Park City……………….$453,000
Buses Purchased……………….6

<u>5339 Grant Funds for Additional Buses</u>
Park City Transit would like to purchase six (6) additional buses to remain consistent with Park City Transit's Fleet Replacement Plan and help ensure electric vehicle availability. Available 5339 funds will be used for 80% federal share for the cost of these six (6) additional buses.

The local match is approximately $1.16 million, and the total cost estimated at $5.8 million.

Cost to Park City…………...$1.16 million
Buses Purchased…………..6

The total local match by Park City for four (4) 40' electric buses on PC-SLC Connect, associated infrastructure, and ten (10) 35' electric buses for local use is approximately $1.6 million. Total cost for the bus purchase and infrastructure for the combined projects is estimated at $14.8 million. Park City should continue to purchase replacement buses as the fleet ages. Eight more buses will exceed twelve years in service by the end of 2022.

Department Review
The City Manager's Office, the City Attorney's Office, Budget, Transit and Transportation have reviewed this Staff Report.

Funding Source
The $1.6 million of total local match will be covered by local transit sales tax and resort tax.

Attachments
Exhibit A – PC-SLC Connect Interlocal Cooperative Agreement
Exhibit B – VW Settlement Agreement
Exhibit C – Original PC-SLC Connect Agreement
Exhibit D – Current PC-SLC Connect Amendment

Interlocal Cooperative Agreement
Between
Utah Transit Authority
and
Park City Transit Municipal Corporation
Regarding
Electric Bus and Charging Equipment Program

THIS INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of __________, 2019, by and between the Park City Transit Municipal Corporation, a Utah municipal corporation, (hereinafter referred to as "Park City"), and UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code 1953, as amended (hereinafter referred to as "UTA," collectively, UTA and Park City are referred to as the "Parties" or individually, "Party").

***W I T N E S S E T H*:**

WHEREAS, Park City owns and operates a public transit system to assist in providing transportation in Summit County; and

WHEREAS, UTA's function is to provide public transportation to the residents within its district boundaries and is authorized by Title 17B Section 2a, Utah Code, 1953, as amended; and

WHEREAS, Park City and UTA, did apply through the Utah Department of Transportation ("UDOT") for Statewide 5339(b) funding and were selected to receive a grant from the Federal Transit Administration to purchase buses with low or no emissions, to use to serve the current PC-SLC Connect Route (See existing service agreement attached hereto as Exhibit "I" and incorporated herein, Park City – Salt Lake City Connect Service Interlocal Agreement) and UTA's traveling public; and

WHEREAS, on August 24, 2018, the Federal Transit Administration ("FTA") did award a grant, in the amount of Two million Two hundred Ninety Thousand Dollars ($2,290,000.00), for the acquisition of two (2) electric buses (collectively, the "Vehicles" or individually, a "Vehicle"), together with charging stations ("Charger(s)") and ancillary facilities; the buses will be funded at a eighty five percent (85%) federal share and infrastructure at ninety percent (90%) federal share; Rocky Mountain Power (RMP) has also committed Five Hundred Thousand Dollars ($500,000.00) to the project for infrastructure; and the existing service agreement (Exhibit I, Park City – Salt Lake City Connect Service Interlocal Agreement) identifies operational deficit costs paid by Park City will be used for bus replacements and operating costs and funds designated for bus replacement received to date from Park City will be used for the local match on the project; and

WHEREAS, Park City was awarded six (6) electric buses to replace diesel buses in the Volkswagen ("VW") settlement, two (2) of which will replace two (2) existing diesel coach buses on the PC-SLC Connect route; and

WHEREAS, Park City and UTA intend that UTA shall procure fourteen (14) total Vehicles in a solicitation as follows: two (2) buses with the Lo/No grant funding, six (6) Vehicles with a combination of Park City VW settlement funds and federal section 5311 transit grant funds, and six (6) Vehicles with federal section 5311 grant funds. Ten (10) of the vehicles shall be for Park City's use only and not part of the PC-SLC Connect route; and

WHEREAS, UTA shall use and operate four (4) Vehicles to provide transit service in UTA's district and Summit County.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties enter into the following described Collaboration Agreement:

1. COLLABORATION ACTIVITIES:

The Parties agree to work together in accomplishing the procurement of fourteen (14) Vehicles and operation, maintenance and disposition of four (4) electric buses and associated charging equipment and stations as further described below:

A. ACQUISITION OF VEHICLES:

UTA will administer and manage the procurement of the vehicles in accordance with all federal grant and VW settlement requirements and in collaboration with Park City to identify the Vehicle specifications. Park City and UTA shall attend the manufacturing site to inspect Vehicles for compliance to agreed specification. Park City and UTA acknowledge a separate agreement for acquisition of the Vehicles will be entered into and that the term of this Agreement will be dependent upon the delivery of the Vehicles. Park City will lease the Vehicle batteries and UTA will reimburse Park City for those battery lease costs.

B. ACQUISITION OF CHARGERS:

Park City and UTA acknowledge that UTA will administer and manage the procurement of the Overhead and Overnight chargers.

C. USE AND MAINTENANCE OF VEHICLES:

The buses procured by Park City will be bailed to UTA under a bailment agreement (attached as Exhibit "F" and incorporated herein), whereby UTA agrees to use the Park City PC-SLC Connect Electric Vehicles to provide accessible transportation services for the PC-SLC Connect Route and to serve the interest and welfare of the public. UTA covenants that it will not use the PC-SLC Connect Electric Vehicles to provide trips which compete with other revenue service routes. UTA may, however, utilize the Vehicles for non-revenue service during Vehicle down time. UTA agrees to provide all funds needed, and all services, whether by employees or contracted, to maintain, repair, and operate the PC-SLC Connect Vehicles; and to maintain the PC-SLC Connect Electric Vehicles at a high level of cleanliness and mechanical soundness and in a manner consistent with industry safety standards and according to the terms and conditions of any warranties provided by the manufacturer.

D. USE AND MAINTENANCE OF CHARGERS: The Parties agree that the Chargers will be installed and maintained by UTA at UTA facilities in order to facilitate the effective use of the electric buses procured according to the terms and conditions of any warranties.

2. DURATION OF AGREEMENT; TERM FOR EACH VEHICLE AND CHARGERS; CONTINUING CONTROL:

Subject to this Paragraph 2, the terms and conditions of this Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

3. OPERATIONS AND MAINTENANCE:

With respect to the PC-SLC Connect Electric Vehicles, overhead, and overnight chargers, UTA agrees to:

A. Pay for all operating expenses of the Vehicles and Chargers, including fuel, oil and tires. These expenses shall be subject to the arrangement for sharing of operational expenses outlined in the Operational Plan contained in Exhibit A to the Interlocal Agreement between the Parties dated August 24, 2011 and amended on June 27, 2017. The Parties agree to update said Operational Plan to provide for the sharing of these operating expenses on a mutually agreeable basis consistent with current practice under the existing ILA. Pay for all operating expenses of the Vehicles and Chargers, fuel, oil, and tires.

B. Perform preventive maintenance on said Vehicles and Chargers according to manufacturer and UTA's maintenance department specifications and be responsible for all maintenance and repairs necessary to keep said Vehicles in proper operating condition, including major component failure and accident repairs in accordance with the terms and conditions of manufacturer warranties.

4. MAINTENANCE RECORDS:

UTA agrees to keep a maintenance record on each Vehicle and Charger showing the maintenance performed according to the standards established between the parties. The format of the maintenance records shall be specified by UTA's maintenance department and the manufacturer requirements. The Vehicles and the maintenance records will be made available to Park City's representatives for inspection at any time with reasonable notice. The maintenance files shall contain the following items: Preventive maintenance inspection sheets, repair orders, maintenance repairs, driver defect cards or any other documentation or paperwork relating to the maintenance of the PC-SLC Connect Electric Vehicles and Chargers. All maintenance related transactions, including repair orders, must have current mileage and dates attached.

5. REPORTING, AUDIT AND INSPECTION OF RECORDS:

A. The UTA shall submit, on or about the first day of each month a monthly report as well as annual reports to Park City providing information on the most recent month and year-to-date operating statistics or other information or schedule as shall be reasonably required by FTA or Park City regulations. Attached to this Agreement and incorporated herein as Exhibit “C” is the form that is to be used by UTA for the monthly report. The monthly report and the annual reports shall include the following information:

1.	Daily vehicle mileage start/end odometer (to be reported Monthly)
2.	Number of one-way passenger trips (Monthly)
3.	Number of revenue miles (Monthly)
4.	Farebox revenue
5.	Vehicle service hours
6.	Vehicle service miles
7.	Preventive Maintenance Performed (Monthly) Exhibit E
8.	Vehicle Surveillance (April and October) Exhibit D

B. UTA shall report to Park City on a monthly basis.

C. In accordance with FTA National Transit Database (NTD) reporting requirements, UTA shall submit a year-end report using the forms and instruction provided by NTD. UTA agrees to complete any reporting mandated by current FTA regulations or any reporting mandated by changes to FTA regulations.

D. The UTA shall also submit to Park City each month an accounting of maintenance performed on each Vehicle used in the performance of this Agreement during the month according to the procedures outlined in Section 19 of this Agreement. Attached to this Agreement as Exhibit “E” and incorporated herein is the form which is to be used by UTA for this purpose.

E. If Park City requests, UTA shall provide to Park City a copy of audit information as may be conducted by UTA as required by law or as otherwise obtained by UTA.

F. The UTA shall permit the authorized representatives of Park City to inspect and audit all data and records of the UTA relating to the performance of the Vehicles and the terms of this Agreement, at the offices of the UTA or elsewhere during normal business hours upon reasonable notice. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified.

6. NOTIFICATION OF ACCIDENTS:

UTA agrees to notify Park City within five (5) calendar days of any accident involving any one of the PC-SLC Connect Electric Vehicles which results in physical damage to said Vehicle of greater than Five Hundred Dollars ($500.00). Any accident resulting in bodily injury shall be reported to Park City immediately.

7. INSURANCE:

UTA, at its option, shall elect to self-insure, procure insurance, or utilize a combination of both in order to cover the Electric PC-SLC Connect Vehicles acquired and operated under this Agreement. Furthermore, where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses in repair, replacement, and/or other directly associated damages as described under Paragraph 8 below.

8. INDEMNIFICATION:

A. Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to UTA under the Utah Governmental Immunity Act (the "Act"), including without limitation the provision of Section 63G-7-604 regarding limitation of judgments. Subject to the Act and up to the amounts established in Section 63G-7-6a04 of the Act, UTA shall defend, indemnify and save harmless Park City from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by UTA's negligence, in connection with or during or arising from use of the Park City PC-SLC Connect Electric Vehicles provided by UTA, its agents, employees, contractors or subcontractors. Likewise, Park City shall defend, indemnify and save harmless UTA from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by Park City's negligence, in connection with activities conducted under this Agreement.

B. UTA shall indemnify and hold Park City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Park City arising out of, UTA's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Park City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of UTA; and provided further, that nothing herein shall require UTA to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of Park City, its agents, employees, and/or officers. Utah Code Section 34A-2-105The provisions of this section shall survive the expiration or termination of this Agreement.

C. No liability shall attach to Park City by reason of entering into this Agreement except as expressly provided herein.

9. FORCE MAJEURE:

Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

10. TERMINATION:

A. If either party fails to perform its obligations under this Agreement or shall fail to comply with any of the terms, conditions, or provisions thereof, the non-breaching Party who is not in breach of the Agreement, may, at its sole discretion, terminate this Agreement by giving written notice to the other party by registered mail, return receipt requested, at least thirty (30) calendar days in advance of such termination, specifying the reason or reasons therefor. The breaching Party shall have a period of thirty (30) days after receipt of notice to cure its breach or default (the "Cure Period").

B. It is further understood and agreed that the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease upon termination, but they shall not be relieved of the duty to perform their obligations up to the date of termination and any audit and/or reporting obligations required after date of termination.

C. In the event of termination, the PC-SLC Connect Electric vehicles shall be returned to Park City. An accounting shall be made of remaining federal funds or property under FTA C 5010.1E.

D. The breaching Party shall be liable for all direct damages suffered by non-breaching Party due to the breach of this Agreement. Neither Party shall be liable to the other for indirect or consequential damages.

11. NONDISCRIMINATION:

A. In connection with the carrying out of this Agreement, UTA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The UTA shall take affirmative action to ensure that applicants are selected for employment and are treated during employment without regard to their race, color, religion, sex or national origin. 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. The UTA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

B. The UTA covenants that no person or group will be denied the benefits of, participation in, or access to any service or facility provided in conjunction with this Agreement due to race, color, religion, sex, or national origin.

C. The UTA will keep records and documents during performance of this Agreement to indicate compliance with the nondiscrimination clause set forth herein. These records and documents, or copies thereof, will be made available at reasonable times and places to an authorized representative of Park City and will be submitted to Park City upon request, together with any other compliance information which such representative may require.

D. In the event of UTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

12. DRUG-FREE WORKPLACE:

The UTA covenants and agrees to implement a drug-free workplace that is consistent with the terms and provisions of 49 CFR Part 653 as shown on Exhibit “A” attached hereto and incorporated herein.

13. EQUAL OPPORTUNITY AND DBE STATEMENT:

The UTA covenants and agrees to ensure equal employment opportunity to the maximum extent possible and to make every reasonable effort to utilize disadvantaged and women-owned business enterprises as described in Exhibit “B” attached hereto and incorporated herein.

14. PROGRAM MANAGER:

The Authority Program Manager for this Agreement shall be Hal Johnson, or his designee. All correspondence regarding the program work of this Agreement should be addressed to hjohnson@rideuta.com or Phone: 801-237-1905.

15. CONTRACT ADMINISTRATOR:

The Park City Contract Administrator shall be Brian Beckstrand, or his designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Brian Beckstrand at Brian.Beckstrand@parkcity.org or Phone: (435) 615-5562.

16. NOTICES OR DEMANDS:

A. Any notice or demand to be given by one party to the other shall be given in writing by personal service, FedEx, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested, or via dated e-mail with a follow-up copy sent by regular United States Mail, and addressed to such party as follows:

If to Park City:
Park City Municipal Corporation
ATTN: Brian Beckstrand,
1053 Iron horse Drive, Park City, Utah 84060
Brian.Beckstrand@parkcity.org

With a copy to:
Thomas Daley, Deputy City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
tdaley@parkcity.org

If to UTA:
Utah Transit Authority
ATTN: Pat Postell, Procurement & Contracts
669 West 200 South
Salt Lake City, Utah 84101
ppostell@rideuta.com

B. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

17. LAWS AND REGULATIONS:

This Agreement shall be governed by and construed in accordance with the laws of the state of Utah without regard to its conflict of laws provisions.

Park City and UTA each agree to comply with all applicable Federal, state and local laws, ordinances and regulations in providing transportation service with the Vehicles. All subcontracts must be solicited, awarded and administered in accordance with FTA Circular 4220.1F. All terms and conditions contained the FTA Master Grant AgreementFTA MA(25), dated October 1, 2018 shall be applicable to all subcontracts awarded under this Agreement.

Park City and UTA acknowledge that purchase of the Vehicles will be funded by FTA FY18 Grant Section 5339(c)(the “Grant”), under which UDOT is the Recipient, Park City is the Sub recipient, and that UTA will collaborate by providing the total local match as indicated in the project budget and as required by the Grant (See Project Budget Exhibit “G” and Rocky Mountain Power Agreement Exhibit “H”). UTA agrees to cooperate in good faith with Park City in connection with Park City’s compliance obligations under the Grant.

18. ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

19. ADDITIONAL INTERLOCAL COOPERATKION ACT PROVISONS:

In satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq., the Parties agree as follows:

a. This agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each Party, pursuant to Section 11-13-219.
d. This agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this agreement with the keeper of records of each of the Parties.

e. Immediately after the execution of this agreement by all Parties, each Party shall cause to be published notice regarding this agreement, pursuant to Section 11-13-219.
f. The Parties agree that they do not, by this agreement, create an Interlocal entity or any separate entity.
g. CITY appoints ___________________, its ___________________, as its administrator for all matters relating to CITY's participation in this agreement. UTA appoints _______________, its ________________, as its administrator for all matters relating to UTA's participation in this agreement. If an administrator ceases to be employed by the represented Party, then the person who replaces the prior administrator shall become the new administrator of that Party for purposes of this agreement, unless that Party otherwise notifies the other Parties in writing. Any Party may, at any time, change the designation of its administrator by providing written notice to the other Parties. To the extent that any administration of this agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.
h. There shall be no joint acquisition or ownership of property.
i. There is no joint budget; each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.

Utah Transit Authority, a Utah Corporation
669 West 200 South
Salt Lake City, Utah 84101

____
By:

____
By:

Approved as to Form and Consent:

____
UTA Legal Counsel

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

____
Matt Dias, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 20__, personally appeared before me ____________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the ________________________ (*title or office*) of UTA, a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as ______________________ (title) for Utah Transit Authority, a Utah corporation.

____
Notary Public

EXHIBIT "A"

DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC OR PRIVATE ENTITY

1. The Utah Transit Authority (UTA) certified that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the UTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The UTA's policy of maintaining a drug-free workplace;
(3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected cooperative agreement.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and

including termination, consistent with the UTA's employment policies and

the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The UTA's headquarters is located at the following address:

Name of Recipient:	Utah Transit Authority
Street Address:	669 W 200 S
City:	Salt Lake City
County:	Salt Lake
State:	Utah
Zip Code:	84101

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the UTA: ____.

A. The UTA has given or will give, prior to the commencement of an approved Park City project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the UTA EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that Park City is required to follow as a Federal Transit Administration Grantee.

B. UTA designates --

Name____

Title____

As the person assigned the responsibility for securing compliance with and reporting progress to the UTA and Park City's Civil Rights Office on all EEO efforts initiated and taken.

C. UTA will cooperate fully with Park City and ensure equal employment opportunity to the maximum extent possible during the term of this contract. If the UTA employs fifty (50) or more persons and, or will be entering into a contract hereunder in an amount of Fifty Thousand Dollars ($50,000.00) or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with Park City's and the UTA's EEO and DBE requirements.

D. UTA agrees to make every reasonable good faith effort to utilize disadvantaged and women business enterprises in the performance of this contract. UTA will take affirmative steps to meet any DBE contract goal set for this contract.

UTA Name: ____________________________

Address: ____________________________________

Signed: _____________________________________

Title: _______________________________________

EXHIBIT "C"
MONTHLY REPORTING FORM

Agency: ____Utah Transit Authority_____ Month/Year: ________________

Date of Preparation: _______________________

1. Daily vehicle mileage start/end odometer ___________________________________
   (attach detail)
2. Number of one-way passenger trips_______________________________________
3. Number of revenue miles____
4. **Farebox Revenue**
5. **Vehicle Service Hours**
6. **Vehicle service miles**
7. Vehicle Surveillance completed
   (April and October- attach completed form)__________________________________
8. Preventive Maintenance Certification _______________________________________
   (attach completed form)

The undersigned represents that the information shown on this reporting form is true and accurate.

____
UTA Representative

EXHIBIT “D”

MONTHLY PREVENTIVE MAINTENANCE CERTIFICATION

FOR MONTH ENDING ___________________, 20_____

I, ____

Representing _______________________________________, do hereby certify that the following inspections, as outlined in "Preventive Maintenance Schedule", were performed:

DATE	VEHICLE #	INSPECTION PERFORMED	ODOMETER READING

____
Signature
Utah Transit Authority

Exhibit “E” - Sample

5310 / 5311 VEHICLE SURVEILLANCE INSPECTION

DATE: ____________________

TRANSPORTATION PROVIDER NAME: ____________________________________

Make	Vehicle Year	V.I.N. (last 4 digits)	Plate Number	Odometer
Documents kept in vehicle (please check if present) *Registration ☐	***Insurance Card** ☐	*** DMV Inspection Sticker** ☐		

All items must be inspected. If an item is not applicable to this vehicle, place "N/A" in the adjacent box.
Check ". I" appropriate box **P = Pass** **F = Fail** **# = number of days to correct failure**

EXTERIOR	P	F	#	SAFETY EQUIPMENT	P	F	#	INTERIOR	P	F	#
Body damage			-	Triangles (3)			1	Mirrors			2
Windows			2	First Aid Kit			2	Lights			3
***2 Outside Mirrors**			0	Bloodborne Pathogen Kit			3	Horn			2
Reflector/marker/clearance			2	Seat belt cutter			5	Seats			2
***Turn Signals**			0	Extra electrical fuses			5	***Seat Belts**			0
***Four Way Flashers**			0	Fire Extinguisher			2	AC/Heat/Defroster			2
***Tires front 4/32 rear 2/32**			0	Rear door buzzer			3	***Wipers**			0
***Headlights high and low**			0	Exit windows/buzzers			3	Gauges and Indicators			2
***Parking lights**			0	Roof Hatch			3	***Brakes (Foot/Parking)**			0
***Brake lights**			0	Spare Tire/Jack/Lug Wrench			3	Cleanliness			2
Cleanliness			2								

SIGNAGE	P	F	#	LIFT	P	F	#	SECUREMENTS	P	F	#
Buckle Up (or equivalent)			5	***Interlocks**			0	***Belt (4 or 8 floor)**			0
Emergency Exits			3	Level Platform			3	***Lap Belt**			0
Lift Operating Instructions			5	Lift Light			1	***Shoulder belt**			0
Vehicle Height			5	***Electric Wires (cut, frayed)**			0				
				***Hand Pump**			0				
				Hand Rails on Lift (2)			1				

Comments and Observations of Inspector:

Items that are ***bolded** may be placed out of service for failing inspection. The vehicle may not be returned to service until defect is repaired and the Agency Administrator is notified of the repairs. Body damage depending on severity should be repaired as soon as possible.

Agency Administrator:

Name: ____________________________

Signature: ____________________________

Inspector:

Name: ____________________________

Signature: ____________________________

This document can be completed by agency personnel and is a tool for you to monitor the maintenance source you are using. For questions, please contact Brian Gallea, PTT Program Compliance Officer, 801-209-3744. Inspections are to be performed on April 1 and October 1 and the completed inspection entered into PTT Online at: https://www.udot.utah.gov/public/ptt/f?p=131:101:1166169282072515

EXHIBIT "F"

BAILMENT AGREEMENT

This Bailment Agreement ("AGREEMENT") is entered into as of the _____day of ___________, 2019 (the "EFFECTIVE DATE") by and between:

Utah Transit Authority (UTA)
669 West 200 South
Salt Lake City, Utah 84004
(BAILEE)

Park City Transit Municipal Corporation (Park City)1053 Iron horse Drive,
Park City, Utah 84060
(BAILOR)

1. DEFINITION OF "PROPERTY"

For purposes of this Agreement, the term "PROPERTY" means the two (2) PC-SLC Connect Electric Vehicles and batteries procured or leased by Park City as a sub recipient to an FTA grant made to the Utah Department of Transportation (UDOT), as further described in Attachment "A" attached hereto and incorporated herein.

2. BAILMENT

The parties agree that UTA can possess and use the Property subject to the terms and conditions in this Agreement. The established value of Bailed Property is in the amount of approximately Two Million Dollars ($2,000,000.00).

3. TERM

The terms and conditions in this Agreement shall remain in effect for as long as the buses remain in the possession of UTA or the useful life of the vehicles as described in the **Collaboration Agreement between Utah Transit Authority and Park City Transit Municipal Corporation Regarding ELECTRIC BUS AND CHARGING EQUIPMENT Program dated ___________ ____, 2019, attached hereto and incorporated herein as Attachment "B").** (Hereinafter "Collaboration Agreement") This Agreement can be terminated in writing by mutual agreement of all parties.

4. OWNERSHIP

The Parties acknowledge that title and ownership of the buses is maintained by Park City and that UTA's use and possession of it is by virtue of this Agreement. UTA agrees not to do anything that is inconsistent with Park City's ownership in the Property.

5. USE OF THE PROPERTY

UTA agrees to use the Property for the sole purpose of serving the PC-SLC Connect and UTA's traveling public.

6. MAINTENANCE

UTA agrees to keep vehicles in good and efficient working order during their useful life by performing normal maintenance and repairs at UTA expense in accordance with any available warranties. UTA further agrees to follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides, schedules, and warranties.

7. MARKING/LOGO

UTA is permitted to place its markings and logo on the vehicles. Such marking and logos need not be removed when the bailment is terminated.

8. ACCESS

UTA agrees that Park City can enter UTA premises during normal business hours for purposes of inspecting and inventorying the vehicles.

9. TERM, DISPOSITION, AND RETURN OF PROPERTY

This Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

At the end of the useful life of the vehicles and/or termination under the terms of the Collaboration Agreement, at Park City's election, UTA agrees to surrender the vehicles to Park City. However, should the bailed property prove not to be suitable for the intended use, Bailee has the option to cancel this Agreement and return all bailed property to the Bailor.

10. RISK OF LOSS

UTA agrees to bear the risk of loss of Property and either self-insure or carry sufficient insurance to cover the complete loss of the vehicles. This paragraph is not intended, however, to diminish UTA's right to obtain reimbursement from any Party who proximately caused the damage or injury. Where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses incurred in repair, replacement and/or other directly associated damages.

11. DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PARK CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. ENTIRE AGREEMENT

This Agreement is the entire understanding and agreement between the parties as to its subject matter, and completely overrides (supersedes) all previous understandings, agreements, communications and representations, whether written or oral. Provided however, that this Bailment Agreement does not alter or supersede the terms of the Collaboration Agreement between the Parties.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Utah, without regard to that state's rules concerning conflict of laws.

14. SIGNATURES

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date of last signature.

Utah Transit Authority

By:
____

Printed/Typed Name:

Title:

Date:

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

____
Matt Dias, Acting City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

BAILMENT AGREEMENT – ATTACHMENT "A"
DESCRIPTION OF "PROPERTY"

Buses: Four (4) electric powered buses.
Batteries: leased vehicle batteries will be minimum 440 kWh energy on board.

Exhibit G
PROJECT BUDGET

2018 Bus Low/No leased batteries Budget

Item Description	Total Maximum Federal Amount	Total Minimum Local Match	UTA over Match	Total Cost
Buses (2)	$ 974,860	$ 259,140		$ 1,234,000
Radios (2)	$ 28,440	$ 7,560		$ 36,000
Bus configurable/contingency	$ 94,800	$ 25,200	$ 120,000	$ 240,000
Project Management	$ 39,500	$ 10,500	$ 50,000	$ 100,000
Training	$ 27,650	$ 7,350		$ 35,000
Tools	$ 11,850	$ 3,150		$ 15,000
shop improvements	$ 15,800	$ 4,200		$ 20,000
TOTALS	**$ 1,177,100**	**$ 312,900**	**$ 170,000**	**$ 1,660,000**

Requested Facilities Budget

Item Description	Total Maximum Federal Amount	Total Minimum Local Match	UTA over Match	Total Cost
On Route Charging Equipment	$ 337,330	$ 89,670		$ 427,000
On Route A&E Services	$ 51,350	$ 13,650		$ 65,000
PCT charger retrofit	$ 102,700	$ 27,300		$ 130,000
Depot Charging Equipment (2 units)	$ 126,400	$ 33,600		$ 160,000
Depot A&E Services(completed as part of Depot District)	$ -	$ -		$ -
Depot Charger Construction Services	$ 63,200	$ 16,800		$ 80,000
Software	$ 2,844	$ 756		$ 3,600
Training	$ 11,850	$ 3,150		$ 15,000
On Route Construction Services	$ 211,878	$ 56,322		$ 268,200
Offset to project 1 for charger construction	$ 79,000	$ 21,000	$ 84,241	$ 184,241
UTA Project Management	$ 27,650	$ 7,350	$ 60,000	$ 95,000
Contingency	$ 98,698	$ 26,250		$ 124,948
TOTALS	**$ 1,112,900**	**$ 295,848**	**$ 144,241**	**$ 1,552,989**

LoNo Project Total	**$ 2,290,000**	**$ 608,748**	**$ 314,241**	**$ 3,212,989**

Local Match Source Bus	**Match Amount**
UTA/PCT funding	$ 422,989
RMP	$ 500,000
Subtotal	$ 922,989

Exhibit "H"

ROCKY MOUNTAIN POWER

Plug-in Electric Vehicle Custom Project – Incentive Offer Letter

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Re: EVUT_252139

Rocky Mountain Power
Electric Vehicle Program
EV@rockymountainpower.net

After reviewing your application, we are pleased to provide you an incentive offer for the successful implementation of your electric vehicle custom project as outlined in your project application (2 – High Power Overhead Chargers and 5 – DC Fast Chargers).

Incentive Estimate
Issue Date: December 17, 2018
Estimated Incentive: $500,000 up to 26% of total project costs
Completion Date: May 1, 2019

For this offer to remain valid and to receive an incentive, it is the responsibility of the participant to:

1. Sign and return this offer and revised application to the contact above within 14 days of the issue date.
2. Implement the project as outlined in the project plan/application and by the Completion Date.
3. Notify Rocky Mountain Power of any changes that materially affect the implementation schedule, project costs or project scope.
4. Upon project completion notify Rocky Mountain Power via email project has been completed.
5. Provide actual itemized project cost documentation after project completion.
6. Provide all required documentation and participate in any required inspections no later than 60 days from the Completion Date

Acknowledgement
I understand: (1) my responsibilities listed above; (2) the incentive offer is an estimate; (3) the incentive paid will be based upon completion of the project as outlined in the project application.

W. STEVE MEYER
Name (please print)

INTERIM EXECUTIVE DIRECTOR
Title

Signature

12/21/18
Date

Approved As To Form
UTA Legal Counsel

12/20/18
VP of operations, capital, and assets

Exhibit “I”

Park City – Salt Lake City Connect Service Interlocal Agreement

Separate Attachment

Agreement # ______________
Amount: $3,693,941.00
Date: ______________

VOLKSWAGEN ELIGIBLE MITIGATION ACTION FUNDING AGREEMENT
PARK CITY MUNICIPAL CORPORATION and
STATE OF UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, pursuant to the terms of the settlement,[1] on January 29, 2018, the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia ("Trust") designated the State of Utah a beneficiary under the Trust.[2] In accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries ("Trust Agreement"),[3] the State of Utah may disburse Trust funds for Eligible Mitigation Actions to mitigate the lifetime excess nitrogen oxide ("NO_x") emissions from noncompliant vehicles;[4]

[1] On October 25, 2016, and on May 17, 2017, the United States District Court, Northern District of California ("Court"), entered partial consent decrees requiring the settling defendants (Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, L.L.C., Dr. Ing. H.c. F. Porsche AG, and Porsche Cars North America, Inc.), to collectively fund Eligible Mitigation Actions that will reduce nitrogen oxide emissions where the noncompliant vehicles "were, are or will be operated." *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016) at 5; *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB)(JSC), (Approved May17, 2017).
[2] *Notice of Beneficiary Designation Under the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia,* In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) (January 29, 2019).
[3] *See Environmental Mitigation Trust Agreement for State Beneficiaries* (filed October 2, 2017).
[4] *First Partial Consent Decree* at 5; *Second Partial Consent Decree* at 5.

WHEREAS, the Utah Department of Environmental Quality ("UDEQ"), as the lead agency in the Trust matter, intends to provide funding assistance to Utah governmental entities[5] to reduce the purchase price of Eligible Mitigation Actions;[6]

WHEREAS, pursuant to the Environmental Mitigation and Response Act, Title 19, Chapter 1, Part 6, Utah Code, 1953, as amended, the UDEQ may accept and distribute settlement funds in accordance with the terms and conditions of that settlement;

WHEREAS, Park City Municipal Corporation ("Park City"), a governmental entity in the State of Utah, requested financial assistance derived from the Trust to partially fund the replacement of one or more diesel vehicles;

NOW, THEREFORE, pursuant to the Environmental Mitigation and Response Act and the Trust Agreement, this Volkswagen Eligible Mitigation Action Funding Agreement ("Agreement") is entered into by and between the UDEQ and Park City as follows:

I. **Terms of the Eligible Mitigation Action Funding.**

A. **Funding Assistance Purpose:** The UDEQ awards Eligible Mitigation Action Funding Assistance ("Funding Assistance") to Park City to reduce the purchase price of each new replacement vehicle to achieve a reduction in NO_x emissions.

[5] Government entity defined pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, Utah Code.
[6] Trust at ¶ 5.1.

B. **Eligible Vehicles to Receive Funding Assistance for Replacement:** Once verified by the UDEQ as meeting the Eligible Mitigation Action requirements, the UDEQ may authorize Funding Assistance for the replacement of each of the following vehicles (also referred to as "replaced vehicle"):

1. Vehicle identification numbers (VIN) 15GGB291561076504, engine model year 2005, Class 8 transit bus;
2. VIN 15GGB291761076505, engine model year 2005, Class 8 transit bus;
3. VIN 15GGB291961076506, engine model year 2005, Class 8 transit bus;
4. VIN 15GGB291061076507, engine model year 2005, Class 8 transit bus;
5. VIN 1M8PDMPA06P057017, engine model year 2005, Class 8 transit bus; and
6. VIN 1M8PDMPA76P057015, engine model year 2005, Class 8 transit bus.

C. **Eligible Mitigation Action Funding Deadline:** To receive Funding Assistance, on or before three years from the effective date of this Agreement, Park City shall complete and submit to the UDEQ supporting documentation that all requirements specified in this Agreement have been met.

D. **Maximum Award:** To reduce the purchase price, the UDEQ may provide Funding Assistance up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle purchased by Park City. The total maximum combined Funding Assistance awarded to Park City is $3,693,941.00.

II. **Required Certifications:** In signing this Agreement, Park City agrees and certifies, under penalty of perjury, that:

A. **Park City Cost Share**: Park City shall cost-share or fund a minimum of thirty-five percent (35%) of each new replacement vehicle partially funded under this Agreement.

B. **Leased Vehicles Not Eligible for Funding Assistance:** Park City shall use Funding Assistance only to purchase each authorized replacement vehicle and not to lease any vehicle.

C. **Highway Model Year:** Park City shall use Funding Assistance only to replace eligible, UDEQ-approved, Class 8 highway vehicles with engine model years 1992 to 2006.

D. **Eligible Mitigation Action Funding:** Park City shall only use Funding Assistance:

1. To purchase each new replacement vehicle powered by a 2020 model year or newer engine certified by the U.S. Environmental Protection Agency ("EPA") or the California Air Resources Board;

2. To purchase a new replacement vehicle that is in the same Class and associated Gross Vehicle Weight Rating ("GVWR") as the replaced vehicle listed in ¶ I.B; and

3. To fund up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired,[7] and freight.

E. **Mandated Measures**: Park City shall not use Funding Assistance for emissions reductions that are otherwise mandated under federal law.[8]

F. **Normal Attrition**: Park City shall not use Funding Assistance to replace vehicles that Park City intends to replace through normal attrition or fleet turnover.[9] Vehicle replacements that would have occurred through normal attrition or fleet turnover on or before December 31, 2021, are considered the result of normal fleet turnover or normal attrition; and those vehicles are not eligible to be replaced using Eligible Mitigation Action Funding.

G. **Fleet Expansion**: Park City shall not use Funding Assistance for the purchase of vehicles to expand its fleet.

H. **Matching Funds:** Park City shall not use Funding Assistance as matching or cost-share funds for other federal grants, including funds received under EPA's federal Supplemental Environmental Project funds.

I. **Procurement Code:** Park City shall procure each replacement vehicle in accordance with applicable provisions of the Utah Procurement Code, Title 63G, Chapter 6a, Utah Code and any local procurement rules in Park City's jurisdiction.

---

[7] The cost of additional "optional" components or "add-ons" that significantly increase the cost of the vehicle may not be eligible for funding.
[8] Voluntary or elective emissions reductions measures shall not be considered "mandated," regardless of whether the reductions are included in the State of Utah, State Implementation Plan.
[9] Normal attrition is defined by Park City's budget plan, operating plan, standard procedures, or retirement schedule.

J. **Disable Replaced Vehicles:** Park City shall scrap or disable each replaced vehicle within ninety (90) days of being replaced in accordance with the criteria specified in ¶ III.F below.

K. **Sufficient Progress:** Park City agrees that the UDEQ may terminate any Funding Assistance if Park City fails to make sufficient progress to reasonably ensure completion of the requirements specified in this Agreement prior to three years from the effective date of this Agreement. The UDEQ shall determine whether Park City is achieving sufficient progress by examining quarterly reports, the status of each requirement, the milestone schedule and the time remaining in the project period.

L. **Replacement Vehicle Use, Management, and Disposition:**

1. Park City shall register, license, and insure each new replacement vehicle in the State of Utah.

2. Park City shall operate each new replacement vehicle, partially funded under this Agreement, in the same function and operation as the replaced vehicle, specified in ¶ I.B.

3. For each replacement vehicle partially funded under this Agreement, Park City shall follow the manufacturer's recommendations for routine maintenance and retain documents demonstrating that the maintenance was completed. These documents shall be made available to the UDEQ upon request.

4. Park City shall not tamper with, remove, or render inoperative an emission control component of the EPA or CARB certified engine.

5. If Park City uses a replacement vehicle as a trade-in, it shall only trade for an equivalent replacement vehicle. If Park City sells a replacement vehicle, it shall use the proceeds to offset the cost of a subsequent equivalent replacement vehicle.

6. If the current per unit, fair market value of each replacement vehicle partially funded under this Agreement is $5,000 or less, the vehicle may be retained, sold or otherwise disposed of with no further obligation.

III. **Eligible Mitigation Action Funding Conditions.**

To receive Funding Assistance, Park City shall comply with the following conditions:

A. **Standard Terms and Conditions:** Park City shall comply with the Funding Assistance Agreement, Standard Terms and Conditions, Attachment A.

B. **Quarterly Reporting and Environmental Results:** Beginning with the subsequent quarter, at least (90) days after the effective date of this Agreement until Park City is reimbursed under ¶ III.F., Park City shall prepare and submit quarterly progress reports to the UDEQ on or before:

July 1st
October 1st
January 1st
April 1st

In its quarterly reports, Park City shall describe its status with respect to completing the requirements specified in this Agreement, including: a summary of Park City's progress toward completing the Eligible Mitigation Action; (¶ III.C.3) expenditures and planned activities for the next quarter (i.e., submitting to UDEQ documentation that demonstrates compliance with applicable procurement requirements, ordering each replacement vehicle, delivery of each replacement vehicle, entering each replacement vehicle into service, disabling each replaced vehicle, etc.); an explanation of any challenges encountered during the reporting period that may impede progress toward completing the Eligible Mitigation Action; a description of any public outreach activities involving the Eligible Mitigation Action project; and anticipated completion date. Park City may submit the quarterly reports and responses to the UDEQ through electronic mail.

C. **Eligible Mitigation Action Activities:** Prior to each replacement vehicle purchase, Park City shall obtain written approval from UDEQ acknowledging Park City's justification that its purchasing procedures comply with applicable state and local laws (¶ II.I procurement requirements) and verifying vehicle eligibility. To determine eligibility, Park City shall provide the following information to UDEQ:

1. For each vehicle to be replaced:
   a) The make and model;
   b) Legible photos of:
      (1) the side profile, including any vehicle identifier name or number;

(2) the full engine plate that clearly specifies the engine make, model, year, horsepower, displacement, serial number, engine family name, and EPA estimated emissions for NO_x (nitrogen oxides) and PM (particulate matter);
(3) the Vehicle Identification Number (VIN) plate; and
(4) the GVWR;

c) The total percentage of time the vehicle operates in the 24-hour $PM_{2.5}$ nonattainment counties - Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber counties;
d) Evidence demonstrating that the vehicle is an early replacement, that the replacement would not have occurred through normal attrition, including a description of Park City's normal attrition cycle, and that the vehicle has a minimum of three years remaining in its useful life;
e) Vehicle route description, including details of the vehicle's current purpose, routes, and daily/weekly/seasonal operation schedule;
f) An odometer reading within thirty (30) days of the date of Application submission;
g) The annual miles traveled;
h) The annual fuel usage;
i) The estimated annual hours the vehicle idles;
j) Proof of current registration in the State of Utah; and
k) Proof of current insurance.

2. For each proposed new replacement vehicle:
a) The vehicle make, model, and model year;
b) The engine family name and model year;
c) The GVWR;
d) The horsepower;
e) The displacement;
f) The fuel type;
g) The estimated cost (including itemized add-ons);
h) An explanation if any add-ons are necessary to make the vehicle usable for the vehicle's intended purpose; and
i) Documentation that Park City's jurisdiction shall fund a minimum of the thirty-five percent (35%) cost share.

3. A timeline specifying anticipated dates to meet key milestones specified in this Agreement, including submission of new vehicle purchase price quotes, ordering the vehicles, securing the thirty-five percent (35%) cost share funding, purchase of vehicles, disabling the replaced vehicle engine and chassis, and submission of reimbursement documentation.

D. **Replacement Vehicle Procurement Code Documentation:** Park City shall obtain competitive bids for the purchase of each new replacement vehicle in accordance with Utah Code § 63G-6a-6 and any local procurement rules that apply to Park City's jurisdiction. To demonstrate proof of competition and to allow cost and price analyses, Park City shall submit to the UDEQ, for approval, a minimum of two itemized price quotes for replacement vehicles in the same class, same model year, and similar GVWR, engine displacement and horsepower as the replaced vehicle. Park City shall submit the Vehicle Price Quote Bid Summary Form ("Price Quote Form"), provided by the UDEQ, signed and dated by each vendor. In lieu of submitting the Price Quote Form, Park City may submit a signed and dated price quote from each vendor that summarizes the information specified in the Price Quote Form. Each price quote shall be dated within in ninety (90) days of the other quote and within one year of the date of purchase. The information required in the Vehicle Price Quote Bid Summary Form includes:

1. The vehicle and engine make and model;
2. The GVWR;
3. The engine model year;
4. The horsepower;
5. The engine displacement;
6. That the vehicle is certified to the most stringent EPA emissions standards;
7. Add-ons, modifications or attachments;
8. Delivery costs, if applicable;
9. The dealership providing the quote;
10. That the quote is offered to Park City;
11. The time period the quote is valid; and
12. Warranty information.

E. **Replacement Vehicles Orders:** Any replacement vehicles orders are incurred at Park City's own peril, unless, for each vehicle, Park City has received written authorization from the UDEQ confirming:

1. Park City's vehicle is eligible for replacement using Funding Assistance;
2. Park City's desired replacement vehicle meets the criteria specified in this Agreement, ¶ II.D;
3. Park City obtained a minimum of two competitive price quotes in accordance with ¶ III.D above; and
4. Park City is authorized to place an order for the purchase of its replacement vehicles.

F. **Reimbursement and Receiving Funding Assistance:** Reimbursement of the Funding Assistance portion of each new vehicle purchase price shall occur after each replacement vehicle is entered into service and upon determination by the UDEQ that Park City has complied with the terms, conditions, and certifications of this

Agreement. To demonstrate compliance with the terms of this Agreement, Park City shall:

1. **Permanently Disable Each Replaced Vehicle:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall scrap or permanently disable each replaced vehicle by:
   a) Cutting a three-inch by three-inch hole in the engine block, the part of the engine that contains the cylinders; and
   b) Disabling the chassis by cutting through the frame rails on both sides of the vehicle between the front and rear axles.

2. **Demonstration of Each Disabled Replaced Vehicle and Proper Disposal:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall obtain a signed certificate of destruction[10] signed by both the individual disabling each vehicle and an individual authorized to represent Park City. The certificate of destruction for each individual replaced vehicle shall include an electronic copy of a continuous, clear, unedited video that captures:
   a) The side profile of the vehicle;
   b) The VIN plate showing a legible VIN;
   c) The entire engine plate clearly displaying the engine make, model, year, horsepower, displacement, serial number, and engine family name;
   d) The three-inch by three-inch hole drilled into the engine block; and
   e) The cut chassis rails.

   Park City may supplement the continuous, clear, unedited video with still photographs of engine and vehicle data if the location of the data is impossible to capture in the continuous video.

3. **Submission of Documentation for Reimbursement:** On or before three years from the effective date of this Agreement, Park City shall submit to the UDEQ the following:
   a) For each replaced vehicle, a certificate of destruction, signed by both the dismantler and person authorized to represent Park City, specifying the date of destruction and an electronic video meeting the requirements specified in ¶¶ III.F.1 and 2 above;

[10] Certificate of Destruction form to be obtained from the UDEQ.

b) Any receipt for scrappage if Park City received proceeds from the scrappage of the replaced vehicles;[11]

c) A final purchase invoice for each replacement vehicle that specifies:
   (1) the invoice date;
   (2) the total purchase price of the vehicle;
   (3) the vehicle make, model, and model year;
   (4) the Vehicle Identification Number (VIN);
   (5) the dealership name; and
   (6) Park City as the purchaser;

d) Proof of payment for each replacement vehicle rendered by Park City; and

e) The date Park City placed each replacement vehicle into service.

f) For each replaced vehicle, a statement, signed by an individual authorized to represent Park City, that:
   (1) describes the procurement process to purchase the vehicle and
   (2) states that "each replacement vehicle for which I am seeking funding assistance was procured in accordance with applicable state (63G-6a Utah Code) and local laws as described in this statement."

G. **Funds Derived from Scrappage:** Park City shall use any proceeds from the scrappage of the replaced vehicles to pay, in part, Park City's cost-share portion of the cost of the replacement vehicles.

H. **Delays or Favorable Developments:**

1. Park City shall promptly notify the UDEQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.

2. Park City shall notify the UDEQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.

I. **Timely Follow-Up:** Park City shall timely respond with any necessary supporting documentation to any follow-up inquiries from the UDEQ, no later than fifteen (15) days after receipt of the inquiry.

---

[11] Equipment and vehicle components may be salvaged from the vehicle being replaced (e.g. plow blades, shovels, seats, tires, etc.).

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Part 6, Utah Code, the parties hereto mutually agree to perform and execute this Agreement. This Agreement shall take effect upon the signature of the Executive Director as evidenced below.

PARK CITY MUNICIPAL CORPORATION 1053 Ironhorse Drive Park City, UT 84060	STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY 195 North 1950 West Salt Lake City, Utah 84114
___________________________	___________________________
By: ________________________ Print your name	By: L. Scott Baird Executive Director
Date:_______________________	Date:_______________________

ATTACHMENT A
Volkswagen Diesel Emission Environmental Mitigation Trust
Eligible Mitigation Action Funding Agreement
Park City Municipal Corporation
Standard Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a. "Agreement" means the Volkswagen Eligible Mitigation Action Funding Agreement, including all attachments and documents incorporated by reference.
   b. "Project Sponsor" means City of Park City Municipal Corporation as the entity to receive Funding Assistance pursuant to the terms of this Agreement. Project Sponsor as used in this Agreement shall include Project Sponsor's agents, officers, employees, and partners.
   c. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDEQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   d. "Trust" means the Volkswagen Diesel Emission Environmental Mitigation Trust created pursuant to *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016); and *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May17, 2017).
   e. "Trust Agreement" means the Environmental Mitigation Trust Agreement for State Beneficiaries, approved September 19, 2017, effective October 2, 2017.
   f. "UDEQ" means the Department of Environmental Quality, the lead agency for the Trust as designated by the Governor of the State of Utah.

2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Agreement, Project Sponsor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Project Sponsor shall maintain all records specified in this Agreement. These records shall be retained by Project Sponsor for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. Project Sponsor agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDEQ, access to all such records.

5. **CONFLICT OF INTEREST:** Project Sponsor represents that none of its officers or employees are officers or employees of the UDEQ unless previously disclosed in writing.

6. **INDEPENDENT CAPACITY:** Project Sponsor shall act in an independent capacity and not as officers or employees or agents of the UDEQ or other agencies of the State of Utah.

7. **INDEMNITY:** Both parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-1010 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties.

8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDEQ and Project Sponsor, which amendment will be attached to this Agreement.

9. **TERMINATION:** This Agreement may be terminated, with cause by the UDEQ, upon written notice. The Project Sponsor will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Project Sponsor may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the Project Sponsor will render the Project Sponsor ineligible for reimbursement of any costs associated with the EVSE project.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to Project Sponsor, this Agreement may be terminated in whole or in part at the sole discretion of the UDEQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDEQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDEQ will reimburse the Project Sponsor for eligible costs of the project until the effective date of said notice. The UDEQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

11. **PUBLIC INFORMATION:** The Project Sponsor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA) and the Trust Agreement. The Project Sponsor

gives the UDEQ and the State of Utah express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA and the Trust Agreement. The UDEQ and the State of Utah are not obligated to inform Project Sponsor of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

12. **ASSIGNMENT:** The Project Sponsor may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.

13. **REMEDIES:** Any of the following events will constitute cause for the UDEQ to declare the Project Sponsor in default of this Agreement: (i) the Project Sponsor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Project Sponsor's material breach of any term or condition of this Agreement. The UDEQ may issue a written notice of default providing a ten (10) day period in which Project Sponsor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Project Sponsor's liability for damages. If the default remains after Project Sponsor has been provided the opportunity to cure, the UDEQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDEQ has made to Project Sponsor under this Agreement.

14. **FORCE MAJEURE:** Neither the UDEQ nor Project Sponsor will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.

15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

16. **PROCUREMENT ETHICS:** The Project Sponsor understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDEQ whether it is given for their own use or for the use or benefit of any other person or organization.

17. **CHANGES IN SCOPE**: Any changes in this Agreement to be performed under these terms and conditions shall be in the form of a written amendment, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in this Agreement.

18. **REVIEWS:** The UDEQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of Project Sponsor to meet all of the terms and conditions of this Agreement, including providing quarterly reports.

19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement and (ii) this Attachment A. Any provision attempting to limit the liability of Project Sponsor or limit the rights of the UDEQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

20. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDEQ's right to enforce this Agreement with respect to any default of this or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.

21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

22. **ERRORS AND OMISSIONS:** The Project Sponsor shall not take advantage of any errors and/or omissions in this Agreement. The Project Sponsor must promptly notify the UDEQ of any errors and/or omissions that are discovered.

23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

INTERLOCAL AGREEMENT
REGARDING BUS SERVICE BETWEEN
PARK CITY AND THE SALT LAKE VALLEY

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of August 24, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, Utah Senate Bill 301 was enacted in the 2011 General Session to amend Utah Code Ann. § 17B-2a-805 to explicitly allow public transit districts and political subdivisions of the state to enter into interlocal agreements regarding the operation of transit services; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

AGREEMENT

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

1. **Salt Lake to Park City Connect Service**. UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.

2. **Equipment**. During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will

contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs**. The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium (defined below) (collectively, the "Operating Expenses"). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the "Operational Deficit."

   a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "Annual Operating Expense Cap"). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.

   b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "UTA's Annual Operating Expense Cap"). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA's Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.

   c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA's actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities**. The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

   UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term**. The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.

6. **Management of Project**. The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

   The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

   The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations, along with changes to other provisions of this Agreement, should be made through formal amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.

8. **Road calls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such road calls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.

9. **Marketing**. The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.

10. **Dispute Resolution**. Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

11. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a Party arising

out of, in connection with, or incident to the execution of this Agreement and/or a Party's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Liability Premium.** UTA shall charge the City and County a Liability Premium of Five Cents ($0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.

14. **Passenger Data.** UTA shall make available Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.

15. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.

16. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

With a Copy to:
Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

If to UTA:
Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to:
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the County:
Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

With a Copy to:
Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

17. **Acquisition, Ownership, and Disposition of Property**. Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

18. **Miscellaneous.**

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

    b. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

    c. No Third Party Beneficiaries. There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.

19. **Interlocal Cooperation Act Requirements**. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.

b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.

d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

PARK CITY MUNICIPAL CORPORATION

By: [illegible]

[illegible]

ATTEST AND COUNTERSIGN

By: ______________________
City Recorder

UTAH TRANSIT AUTHORITY

By: ______________________
Michael Allegra, General Manager

By: ______________________

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
1884

APPROVED AS TO FORM AND LEGALITY

____
Park City Attorney

APPROVED AS TO FORM AND LEGALITY

____
UTA Legal Counsel

SUMMIT COUNTY

By: ______________________
Christopher F. Robinson, Chair

ATTEST:

By: ______________________
Kent Jones, County Clerk

COUNTY CLERK'S SEAL
SUMMIT
1854
STATE OF UTAH

APPROVED AS TO FORM AND LEGALITY

[illegible]

EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 south to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.

b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:

- Salt Lake Central Station
- State Street and 200 South
- University Hospital
- Foothill
- Jeremy Ranch
- Kimball Junction
- The Canyons
- Park City Mountain Resort
- Old Town Transit Center
- Deer Valley

The stops are depicted on Exhibit 1 hereto.

c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:

- Jeremy Ranch

d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents ($5.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.

g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately $63,500 for off-season months and $82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:

- Operating cost/platform hour
- Maintenance cost per mile
- Fuel cost per mile
- Supervisor Expense
- Marketing Expenses
- Administrative Support
- Vehicle Replacement Cost
- Liability Premium ($0.05 per vehicle mile)

All four members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

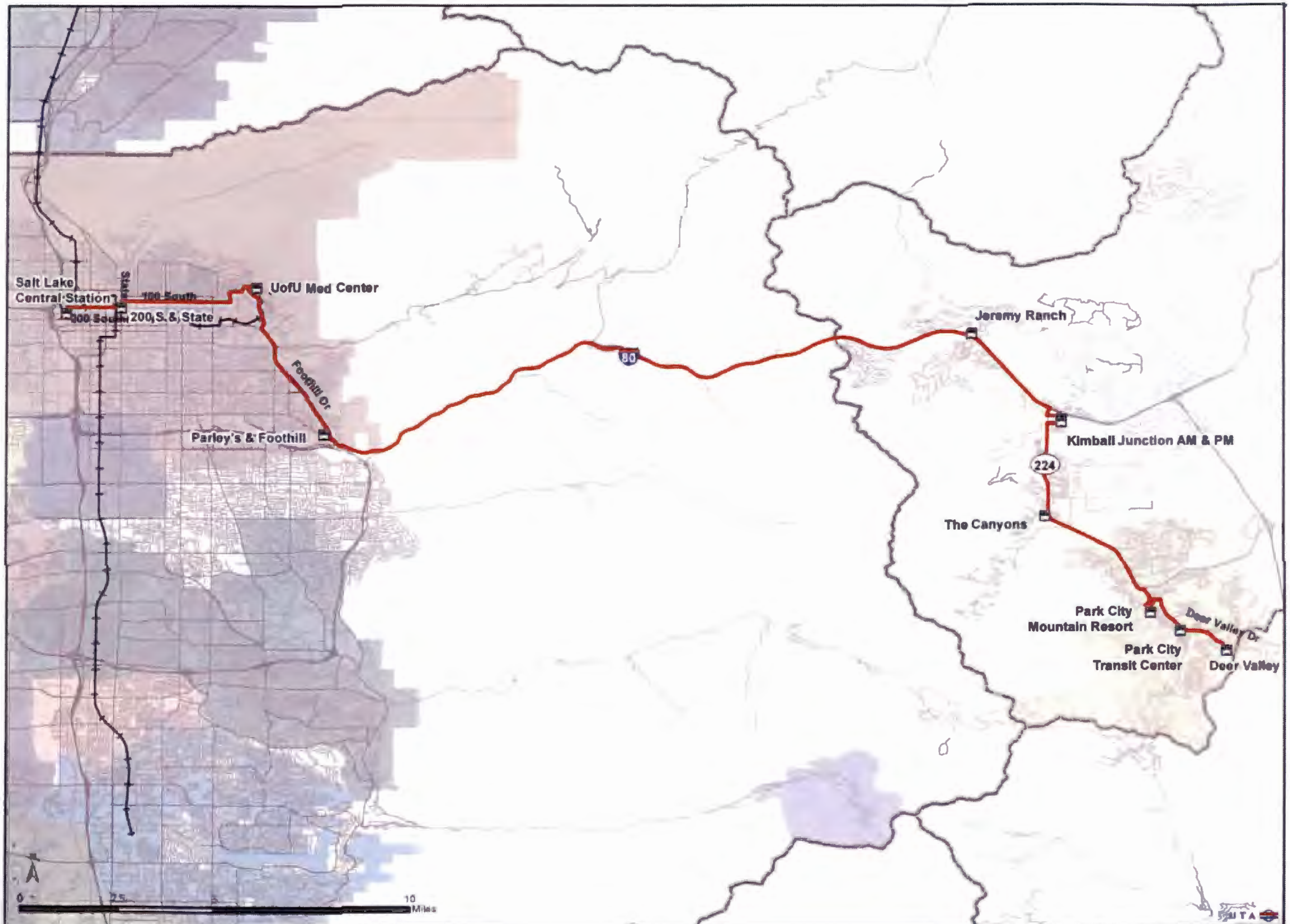
As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed $470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed $180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

h. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

Exhibit 1



Salt Lake
Central Station
State
100 South
200 S. & State
UofU Med Center
Foothill Dr
Parley's & Foothill
80
Jeremy Ranch
Kimball Junction AM & PM
224
The Canyons
Park City
Mountain Resort
Deer Valley Dr
Park City
Transit Center
Deer Valley
0
2.5
5
10
Miles
UTA

Exhibit 2

Trips | Run Times | Node to Node | Stop Trips

TO DEER VALLEY [8]

Frz	Trl	P	Ve	IN	SLCSTATN	186SSTAT	MEDCTR	U.U.HOSP	WAKACHIP	JERRANCH	KIMBALL	CANYONS	PCRM	PCHUB	DEERVLLY
	0	O		I-	5:23	5:30	5:40				6:20	6:25	6:38	6:45	6:50
	0	O		I-	6:12	6:19	6:29				7:09	7:14	7:27	7:34	7:39
	0	O		I-	6:42	6:49	6:59				7:39	7:44	7:57	8:04	8:09
	0	O		I-	7:12	7:19	7:29				8:09	8:14	8:27	8:34	8:39
	0	O		I-	16:24	16:31	16:41		16:49	17:24	17:29			17:39	
	0	O		I-	16:54	17:01	17:11		17:19	17:54	17:59			18:09	
	0	O		I-	17:50	17:57	18:07		18:15	18:50	18:55			19:05	
	0	O		I-	18:20	18:27	18:37		18:45	19:20	19:25			19:35	

To SLC [7]

Frz	Trl	P	Ve	IN	DEERVLLY	PCHUB	PCRM	CANYONS	KIMBALL	JERRANCH	WAKACHIP	U.U.HOSP	MEDCTR	160SSTAT	SLCSTATN
	0	IN		I-		6:36			6:51	6:56	7:33		7:41	7:52	8:01
	0	IN		I-		7:06			7:21	7:26	8:03		8:11	8:22	8:31
	0	IN		I-		7:50			8:05	8:10	8:47		8:55	9:06	9:15
	0	IN		I-	16:10	16:15	16:20	16:31	16:37				17:17	17:28	17:37
	0	IN		I-	16:40	16:45	16:50	17:01	17:07				17:47	17:58	18:07
	0	IN		I-	17:10	17:15	17:20	17:31	17:37				18:17	18:28	18:37
	0	IN		I-	17:44	17:49	17:54	18:05	18:11				18:51	19:02	19:11

- The AM trips to PC skip Research Park and Jeremy Ranch
- The AM trips to SLC skip the resort stops
- The PM trips to PC skip the resort stops
- The PM trips to SLC skip Jeremy Ranch and Research Park
- Kimball Junction is serviced via Highland
- PCMR is accessed with a clockwise loop from Empire to Lowell

PC – SLC Connect
Winter Schedule Timeline

September 2014

- Finalize Winter schedule for the 902 during September so proposed schedule can be presented to Resorts in October. The 901 schedule will remain the same from last season. The 902 Winter schedule will mirror the current time points from the 2014 Spring/Summer schedule to ensure route continuity **(Jamie, Chris/Joey, & Destry).**
- Add 902 signage to stop in SLC at 2nd South & Main St. **(Chris)**
- Add time point for stop in SLC at 2nd South & Main St. to schedule **(Jamie)**
- Conduct Conference Call with Destry, Sheryl, Chris/Joey, & Daniel the week of 09/08 – 09/12 to confirm the proposed winter schedule, service on Black Friday, and Customer Service Training for Operators when it comes to riders that might be waiting in their cars at certain stops **(Daniel will organize)**

October 2014

- Visit Resorts the week of 10/6 – 10/10 to present proposed Winter Schedule for the 901 & 902 **(Daniel & Blake)**
- After receiving the Green light on proposed schedule from PC/Summit County, UTA Planners/Op's, and Resorts, send approved 901 & 902 schedule to print on 10/23/2014 **(Blair).**

November 2014

- Distribute schedules to PC/Summit County and Resorts from 11/03 – 11/17 to ensure that information is available to Resort employees **(Daniel).**
- Winter Service begins 11/24/2014
- Holiday Service on Thanksgiving 11/27/2014
- Black Friday Service TBD (see Conference Call in September)
- Weekend Service begins 11/29/2014

Addendum No. 1
Service and Alignment Change 2017
To

Bus Service between Park City and the Salt Lake Valley

THIS Addendum is made this ____ day of __________, 201__, by and between UTAH TRANSIT AUTHORITY ("UTA"), PARK CITY MUNICIPAL CORPORATION ("PARK CITY"), and SUMMIT COUNTY ("COUNTY"). UTA, PARK CITY and COUNTY are hereinafter collectively referred to as "parties" and each may be referred to individually as "party," all as governed by the context in which such words are used.

WHEREAS, on or about August 24th, 2011, the parties entered into an Agreement (the "Agreement"), whereby the parties agreed to participate jointly in operating transit service in and around the Salt Lake and Summit Counties; and

WHEREAS, the parties desire to specifically identify certain components of the Agreement to be governed by this Addendum No. 1, pursuant to the terms of the Agreement (the "Addendum No. 1 Component").

NOW, THEREFORE, the parties hereby agree as follows:

1. The change in service levels and route alignment the Addendum No. 1 Component is set forth and outlined on Exhibit A, attached hereto and by this reference made a part hereof.

2. Therefore, according to Section 3 Paragraph A of the Agreement, "The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan…" According to "Exhibit A – The Park City to Salt Lake Valley Bus Service – Operating Plan, Paragraph G – "The Operational Deficit for which the City and County are responsible shall not exceed $470,000,". This addendum adjusts the Operational Deficit from $470,000 per year to $540,000 per year.

3. The Lead Party for the Addendum No. 1 Component of the Project is UTA; and the Project Manager is Joey Alsop. The representative for each of the other entities shall be as follows: UTA: Lorin Simpson; PARK CITY: *[name]*; SUMMIT COUNTY: *[name]*;

4. With the exception of the terms in this Addendum, all other terms of the agreement shall remain in full force and effect.

5. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Addendum No. 1, To Bus Service Between Park City and the Salt Lake Valley, Service and Alignment change 2017 between Utah Transit Authority, Park City and Summit County]

UTAH TRANSIT AUTHORITY

By____

Its____

By____

Its____

Approved as to Form

____

UTA Legal Counsel

[Signature pages to Addendum No. 1, To Bus Service Between Park City and the Salt Lake Valley, Service and Alignment change 2017 between Utah Transit Authority, Park City and Summit County]

PARK CITY

By____

Its____

By____

Its____

[Signature pages to Addendum No. 1, To Bus Service Between Park City and the Salt Lake Valley, Service and Alignment change 2017 between Utah Transit Authority, Park City and Summit County]

Summit County

By____

Its____

By____

Its____

Addendum to Original prepared on April 20, 2017

EXHIBIT A

The Park City to Salt Lake City Valley Bus Service – Operating Plan

a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 South to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.

b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:

- Salt Lake Central Station
- State Street and 200 South
- University Hospital
- Foothill
- Jeremy Ranch
- Kimball Junction

The stops are depicted on Exhibit 1 hereto.

c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:

- Jeremy Ranch

d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

Project Management Team may, from to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Four Dollars and 50 Cents ($4.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.

g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake City Bus Services ranges from approximately $63,500 for off-season months and $82,500 for peak-season months (the "operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:

- Operating cost/platform hour
- Maintenance cost per mile
- Fuel cost per mile
- Supervisor Expense
- Marketing Expenses
- Administrative Support
- Vehicle Replacement Cost
- Liability Premium ($0.05 per vehicle mile)

All four members of the vehicle Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the County and City are responsible shall not exceed $470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed $180,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

h. Facilities. Two bus stalls at the Iron Horse Transit Facility will be made available UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to hose stalls if possible on an as-needed basis. The stalls must be located in a proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

Park City Costing Scenarios

Baseline - Year 2016 Scheduled Service

Change Day	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays / Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays / Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays / Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Lilibility Premium	Vehicle Recovery Cost	Supervisor Costs
															$ 35.92	$ 0.77	$ 0.71	$ 1.32	$ 0.05	$ 1.25	$ 88,344.00
December	96	414.03	17.65	20	273.18	17.72	20	273.18	17.72	4	273.18	17.72	51,766.80	2,474.08	$ 88,868.95	$ 39,860.44	$ 36,754.43	$ 68,332.18	$ 2,588.34	$ 64,708.50	$ 29,448.00
April	87	317.93	13.12	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	27,659.91	1,141.44	$ 41,000.52	$ 21,298.13	$ 19,638.54	$ 36,511.08	$ 1,383.00	$ 34,574.89	$ 29,448.00
August	69	315.43	13.27	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	21,764.67	915.63	$ 32,889.43	$ 16,758.80	$ 15,452.92	$ 28,729.36	$ 1,088.23	$ 27,205.84	$ 29,448.00
														Total Annua	$ 162,758.91	$ 77,917.36	$ 71,845.88	$ 133,572.62	$ 5,059.57	$ 126,489.23	$ 88,344.00
																		Total PC-SLC Connect Scheduled Expense			$ 665,987.57

Proposed New PC-SLC Connect Schedule

Change Day	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays / Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays / Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays / Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Lilibility Premium	Vehicle Recovery Cost	Supervisor Costs
															$ 35.92	$ 0.77	$ 0.71	$ 1.32	$ 0.05	$ 1.25	$ 88,344.00
December	96	452.79	18.00	20	333.70	13.32	20	333.70	13.32	4	333.70	13.32	58,150.64	2,314.08	$ 83,121.75	$ 44,775.99	$ 41,286.95	$ 76,758.84	$ 2,907.53	$ 72,688.30	$ 29,448.00
April	87	375.51	15.50	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	32,669.37	1,348.50	$ 48,438.12	$ 25,155.41	$ 23,195.25	$ 43,123.57	$ 1,633.47	$ 40,836.71	$ 29,448.00
August	69	375.51	15.50	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	25,910.19	1,069.50	$ 38,416.44	$ 19,950.85	$ 18,396.23	$ 34,201.45	$ 1,295.51	$ 32,387.74	$ 29,448.00
														Total Annua	$ 169,976.31	$ 89,882.25	$ 82,878.44	$ 154,083.86	$ 5,836.51	$ 145,912.75	$ 88,344.00
																		Total PC-SLC Connect Scheduled Expense			$ 736,914.13
														Differences	$ (7,217.41)	$ (11,964.89)	$(11,032.56)	$ (20,511.24)	$ (776.94)	$ (19,423.53)	$ -
																		Annual Cost Difference between Scenarios			$ (70,926.57)

Amendment No. 1

To

Interlocal Agreement Regarding Bus Service Between

Park City And The Salt Lake Valley

THIS Amendment No. 1 to Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley is made this __26th day of __June____, 2017_, by and between UTAH TRANSIT AUTHORITY ("UTA"), PARK CITY MUNICIPAL CORPORATION ("PARK CITY"), and SUMMIT COUNTY ("COUNTY"). UTA, PARK CITY and COUNTY are hereinafter collectively referred to as "parties" and each may be referred to individually as "party," all as governed by the context in which such words are used.

WHEREAS, on or about August 24, 2011, the parties entered into the Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley (the "Agreement") whereby the parties agreed to participate jointly in operating transit service in and around the Salt Lake and Summit Counties as described in the Operating Plan attached to the Agreement as Exhibit A; and

WHEREAS, the Agreement provides for amending the Operating Plan through letter agreement executed by each of the representatives on the Project Management Team; and

WHEREAS, the parties desire to amend the Operating Plan to increase the Operational Deficit identified in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3 Paragraph A of the Agreement states, "The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan…" According to Exhibit A – The Park City to Salt Lake Valley Bus Service – Operating Plan, Paragraph G – "The Operational Deficit for which the City and County are responsible shall not exceed $470,000." The parties hereby agree to increase the Operational Deficit from $470,000 per year to $708,000 per year, as set forth in Exhibit 3, which is attached hereto.

2. Exhibit 3 is hereby incorporated into the Agreement.

3. The UTA Project Manager shall be Joey Alsop. The representative for each of the other entities shall be as follows: UTA: Lorin Simpson; PARK CITY: Blake Fonnesbeck; SUMMIT COUNTY: Caroline Rodriguez.

4. With the exception of the terms in this Amendment, all other terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

UTAH TRANSIT AUTHORITY

By______________________________________

Its______________________________________

By______________________________________

Its______________________________________

Approved as to Form

____

UTA Legal Counsel

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

PARK CITY

By ______________________

Its City Manager, acting

By ______________________

Its DEPUTY CITY ATTY

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

M B Stockdale
Deputy City Recorder

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

Summit County

By______________________________________

Its______________________________________

By______________________________________

Its______________________________________

Exhibit 3

Park City Costing Scenarios

Baseline - Year 2016 Scheduled Service

Change Day	Daily Trips/ Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Libility Premium	Vehicle Recovery Cost	Supervisor Costs	2016 Operational Deficit
																	$ 35.92	$ 0.77	$ 0.71	$ 1.32	$ 0.05	$ 1.25	$ 88,344.00	
December	10	6	96	414.03	17.65	20	273.18	17.72	20	273.18	17.72	4	273.18	17.72	51,766.80	2,474.08	$ 88,868.95	$ 39,860.44	$ 36,754.43	$ 68,332.18	$ 2,588.34	$ 64,708.50	$ 29,448.00	
April	8	0	87	317.93	13.12	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	27,659.91	1,141.44	$ 41,000.52	$ 21,298.13	$ 19,638.54	$ 36,511.08	$ 1,383.00	$ 34,574.89	$ 29,448.00	
August	8	0	69	315.43	13.27	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	21,764.67	915.63	$ 32,889.43	$ 16,758.80	$ 15,452.92	$ 28,729.36	$ 1,088.23	$ 27,205.84	$ 29,448.00	
																Total Annual	$ 162,758.91	$ 77,917.36	$ 71,845.88	$ 133,572.62	$ 5,059.57	$ 126,489.23	$ 88,344.00	
																				Total PC-SLC Connect Scheduled Expense			$ 665,987.57	$ 470,000

Exhibit 3

Proposed New PC-SLC Connect Schedule

Change Day	Daily Trips/ Week Day	#Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Libility Premium	Vehicle Recovery Cost	Supervisor Costs	Adjusted Operational Deficit (See Amendment 1)
																	$ 35.92	$ 0.77	$ 0.71	$ 1.32	$ 0.05	$ 1.25	$ 88,344.00	
December	20	12	96	584.81	24.44	20	333.76	12.55	20	333.76	12.55	4	333.76	12.55	70,827.20	2,898.44	$ 104,111.96	$ 54,536.94	$ 50,287.31	$ 93,491.90	$ 3,541.36	$ 88,534.00	$ 29,448.00	
April	16	0	87	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	41,693.88	1,789.59	$ 64,282.07	$ 32,104.29	$ 29,602.65	$ 55,035.92	$ 2,084.69	$ 52,117.35	$ 29,448.00	
August	16	0	69	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	33,067.56	1,419.33	$ 50,982.33	$ 25,462.02	$ 23,477.97	$ 43,649.18	$ 1,653.38	$ 41,334.45	$ 29,448.00	
																Total Annual	$ 219,376.37	$ 112,103.25	$ 103,367.93	$ 192,177.00	$ 7,279.43	$ 181,985.80	$ 88,344.00	
																				Total PC-SLC Connect Scheduled Expense			$ 904,633.80	
																Differences	$ (56,617.46)	$ (34,185.89)	$ (31,522.05)	$ (58,604.38)	$ (2,219.86)	$ (55,496.58)	$ -	
																				Annual Cost Difference between Scenarios			$ 238,646.23	+ 238,000
																				2016 Operational Deficit			$470,000	
																				Adjusted Operational Deficit			$ 708,646.23	$708,000

The # additional trips per day	April	August	December	Weekend
	8	8	10	6

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Alexis Verson
Submitting Department: Transportation Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the Contract Amendment with AECOM Technical Services, Not to Exceed $96,947.00 to Facilitate Walkability Improvements between Homestake Rd., to the Kearns Blvd/Snow Creek Dr. Intersection, in Conjunction with Planned Bus Stop Improvements
(A) Public Input (B) Action

Suggested Action:

Attachments:
Transit Improvements Contract Amendment Staff Report

Exhibit A: DRAFT Bus Stop Improvement Contract Amendment

Exhibit B: AECOM Technical Services Agreement

Exhibit C: Contract Modification Memo

PARK CITY 1884

City Council Staff Report

Subject:	**Request for Contract Amendment for Bus Shelter Improvements and Walkability on Kearns Blvd. and Park Ave.**
Author:	**Alexis Verson, Senior Transportation Planner**
Department:	**Transportation Planning**
Date:	**May 21, 2020**
Type of Item:	**Administrative**

Recommendation

Approve the contract amendment, found in **Exhibit A,** not to exceed $96,947, in order to facilitate additional walkability improvements between Homestake Rd., to the SR-248 (Kearns Blvd)/Snow Creek Dr. Intersection, in conjunction with a planned bus stop improvement project on HWY 224 at A Fresh Market.

Background

In 2018, Transportation Planning secured 5311 Federal Transit Administration (FTA) grant funds for a variety of transit infrastructure improvements. The 5311 FTA grant is an 80/20 match, and the 20% match is coming from already approved County Transportation Sales Tax funding.

In March, 2019, Transportation Planning released an RFP for the following services:

- System-wide comprehensive bus stop inventory and accessibly analysis;
- Design work for replicable bus shelters (in three sizes) to be utilized across the system that better protects riders and supports ADA accessibility; and
- Construction oversight services support to the project management aspects of the two largest and most complex bus shelter improvements that require considerable work in the right-of-way.

AECOM was awarded the contract for $182,314 by City Council on May 16, 2019. At the same time, staff recommended to Council that prioritizing the two shelters on Park Avenue, near A Fresh Market and the Park Ave Condos, as the highest priority to upgrade and enhance due to their high boarding numbers and existing condition. The subsequent Bus Stop Inventory and Accessibility Study conducted by AECOM prioritized the other remaining stops in the Transit system, to be handled in a series of future improvement phasing.

When reviewing initial plans for the Park Avenue shelters, the project team (consisting of Transportation Planning, Engineering, Streets, Parks, Public Utilities, and Sustainability) saw the opportunity for **cost sharing** and the ability to **complete the outstanding walkability improvements** from Homestake Rd. to the SR-248/Snow Creek Dr. Intersection. Because the original contract was already executed (**Exhibit B**), a contract modification is required to complete the additional scope and work.

Analysis

The need for improvements on this corridor (sometimes known as the 'Dans to Jans' connection) has been a priority to PCMC for over 15 years, and was included as a priority project during the Walkability Bond efforts. With the 80/20 FTA grant funding secured, staff has the opportunity to leverage existing resources and improve a large and heavily utilized safety and accessibility gap in our transportation system. The contract amendment would allow for the following improvements:

- **Sidewalk widening on Park Avenue and Kearns Blvd** (will mirror the improvements on the rest of the corridor) to accommodate an 8-10 foot mixed use path and connect trail users to our larger pathways network, and the future Arts and Culture District.
    - Current sidewalk width is subpar, forces pedestrians too close to bus and automobile traffic, and doesn't accommodate the high volumes of bicyclists and pedestrians seeking to use the same corridor concurrently.
- **Redesign A Fresh bus shelter site** to better accommodate safer boardings, pedestrian and bicyclist adjacent to future pathway, and create a more usable space for those waiting to board transit.
    - Current conditions make the sidewalk congested and unsafe during busy times forcing pedestrians to either walk in the roadway or the A Fresh Market parking lot. It also lacks appropriate ADA clearance.
- **New retaining wall** along Kearns Boulevard.
    - The existing wall is dilapidated and failing. At times, the deterioration and associated debris will obstruct snow removal and pedestrians and cyclists. Regular maintenance is required to clearn debris from the failing wall.
- **Split the bid advertising packages** into two – 1.) Architectural package for the modular bus shelter manufacturing, and 2.) Civil engineering package for associated infrastructure and rights of way improvements.
    - The separation of the architectural package will allow PCMC to order shelters as needed, under a longer term contract for the entire system.
    - A second contract for the civil engineering services will also be sought.
    - This was not provided as part of the original scope, but AECOM has suggested this path forward now, and it will take the consulting team time to do so.

Details on the contract modification can be found in **Exhibit C**.Again, at a high level the contract modification would allow for the design of additional sidewalk (and retaining wall widening to accommodate it), and create a better bid package to secure a long-term relationship with a company to install new shelters throughout the system.

Alternatives

If the full contract modification is not pursued, some alternatives exist. Some additional funding will still likely need to be expended, however some savings can exist if any of the following are preferred over the full modification:

1. Limit work area to Park Ave from: Homestake Rd. to SR248, excluding any work on SR-248 (Kearns Boulevard) to the Snow Creek intersection.
    a. Pros: AECOM contract amendment cost savings of about $13,093.23
    b. Cons: A more complete and walkable network will not be constructed, and additional funding to complete at a later date has not been identified

2. Limit work area to: Bus shelter improvements only
    a. Pros: Reduced costs will be seen if only shelters are replaced and no additional design work will be conducted for concrete, sidewalks, retaining walls, or other infrastructure
    b. Cons: Improvements will be limited to the bus shelter footprint only and will fail to resolve the current connectivity and safety concerns, and consultants will bill for design work already pursued as part of the extended sidewalk design

3. Do not separate the Architectural and Civil Bid packages
    a. Pros: AECOM contract amendment cost savings of $19,369.77
    b. Cons: By splitting the bid package now, PCMC has the opportunity to secure a long term relationship with a shelter fabricator, rather than rebidding for each bus stop improvement – this will save costs over time

Funding

Funding for this project comes from the following sources:

- Design and project development is funded from a combination of the Transit Fund and the Walkability Bond, in the original amount of $182,314, plus the requested amendment amount.
- Funding for Phase 1 construction on Park Avenue and Kearns Boulevard is secured through 5311 FTA grant funds at 80%, and the Transportation Sales Tax funding for the 20% match. Project costs are still estimated at this time, but if all elements of the transit and sidewalk improvements are constructed the local match may be about $200,000. A combination of transportation sales tax dollars and Transportation Planning funds have been secured.
- Future system-wide bus stop and shelter improvements will come from the Transportation Sales Tax initiative; several years have already been programmed for bus stop improvements

Exhibits

Exhibit A – Draft Contract Amendment Agreement for Approval
Exhibit B – AECOM Original Contract and Scope of Work
Exhibit C – Contract Modification Memo

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM is made and entered into in duplicate this _____ day of ________________, 2020, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on May 21, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 21, 2019, (hereinafter "Original Agreement");

WHEREAS, part of the scope of services is for Service Provider to provide concept designs, engineering documents, and support services until substantial completion;

WHEREAS, the term of the Original Agreement is due to end June 30, 2020;

WHEREAS, design work and project development is still ongoing; and funds in the amount of Ninety Six Thousand Nine Hundred Forty Seven Dollars ($96,947.00) for the additional scope of services is required ; and

WHEREAS, the parties desire to amend the Original Agreement to include an additional scope of services as reflected in Exhibit "A" attached hereto and made a part hereof, provide sufficient time for such performance, and to compensate Service Provider for such services.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

a. **EXTENSION OF TERM**. The term of the Original Agreement shall be extended to a termination date of June 30, 2021.
b. **SCOPE OF SERVICE**. The Scope of Services shall be amended to include the additional scope of services described in Exhibit "A" attached hereto and made a part hereof.

   The fee for the Project shall be increased by Ninety Six Thousand Nine Hundred Forty Seven Dollars ($96,947.00) for a total not to exceed contract amount of

Two Hundred Seventy Nine Thousand Two Hundred Sixty One Dollars ($279,261.00).

2. <u>OTHER TERMS</u>.
All other terms and conditions of the Original Agreement shall continue to apply.

3. <u>ENTIRE AGREEMENT</u>. This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
MATT DIAS, City Manager

Attest:

____
City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

SERVICE PROVIDER:
Name: AECOM TECHNICAL SERVICES, INC., a California corporation
Address: 300 South Grand Avenue, 9th Floor
City/State/Zip: Los Angeles, CA 90071
Tax ID#: 95-2661922P
PC Business License #: B-014636

____
Printed Name

____
Signature

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of ____________________, 2020, before me, the undersigned notary, personally appeared ________________________________ , personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ (title) for AECOM TECHNICAL SERVICES, INC., a California corporation.

____
Notary Public

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 21 day of May, 2019, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation, ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Design Professional represents that the Design Professional is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES**.

The Design Professional shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **One Hundred Eighty Two Thousand Three Hundred Fourteen Dollars ($182,314.00)**.

The City has designated Alexis Verson, or her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. **TERM**.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2020, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Design Professional acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Design Professional shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Design Professional's activities, which relate directly or indirectly to this Agreement.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption form disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Design Professional is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>DESIGN PROFESSIONAL EMPLOYEE/AGENTS</u>.

The City may at its sole discretion require the Design Professional to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Design Professional may, however, employ that (those) individuals(s) on other non-City related projects.

7. <u>HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES</u>.

A. The Design Professional shall indemnify and hold the City and its authorized agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.

B. The Design Professional shall also reimburse the City, including its authorized agents, employees, and officers, and any other person for reasonable attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.

C. If such claims are caused by or result from the concurrent negligence of the City, its authorized agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.

D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its authorized agents, employees and/or officers from any claims arising from the sole negligence of the City, its authorized agents, employees, and/or officers.

F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.

G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage.

The Design Professional shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than Two Million Dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars ($1,000,000) per claim. If written on a claims-made basis, the Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this Agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars ($500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars ($500,000) each employee, Five Hundred Thousand Dollar ($500,000) policy limit.

E. The City shall be included as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional and a copy of the endorsement including the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies when deemed necessary, and AECOM hereby agrees that it will make redacted copies of its policies available to the City upon sufficient advance notice. Nothing in this contract shall limit City's ability to obtain insurance policies through discovery requests in the course of litigation.

F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. <u>TREATMENT OF ASSETS</u>.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Design Professional pursuant to this Agreement (contingent on City's performance hereunder) with the exception of any intellectual property rights contained therein, owned or created by Design Professional prior to the effective date of this Agreement; and/or created outside the scope of this Agreement. The City shall not reuse or modify the Design Professional's work product without the Design Professional's written permission.

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Design Professional, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Design Professional is required to have a valid Park City business license.

C. The Design Professional specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah the Design Professional shall register and participate in E-Verify, or equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated professionals providing services under similar conditions.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Design Professional will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Design Professional shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. Design Professional will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Design Professional shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Design Professional shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Design Professional is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the

Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.

B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. DELAY.

Neither party to this Agreement shall be liable to the other party or any third party for delays due to causes beyond their reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

PARK CITY SUMMIT COUNTY UTAH
CORPORATE Seal
MARCH 1, 1884

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

AECOM TECHNICAL SERVICES, INC., a
California corporation
Address: 300 South Grand Avenue, 9th Floor
Address:
City, State, Zip: Los Angeles, CA 90071

Tax ID#: 95-2661922P
PC Business License# BL B-014636

Signature

LORI LABRUM
Printed name

Associate Vice President
Title

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

STATE OF UTAH)
Salt Lake) ss.
COUNTY OF ~~SUMMIT~~)

On this 17 day of May, 2019, personally appeared before me Lori Labrum, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Associate VP (*title or office*) of AECOM TECHNICAL SERVICES, INC., a California corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as Associate VP (title) for AECOM TECHNICAL SERVICES, INC., a California corporation.

Notary Public

TRAVIS RIGBY
NOTARY PUBLIC STATE OF UTAH
COMMISSION # 683372
COMM. EXP. 07-14-2019

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE SUMMARY:

AECOM will provide final design for bus shelter improvements at six (6) specified locations in Park City, Utah. The project will be a two phase contract with Phase 1 including shelter concept development for two (2) shelter designs with one concept design being chosen for all locations, and preparation of final design drawings for two sites specified by Park City which are Location A: approximately 1760 Park Avenue, Park City, Utah and Location B: approximately 1755 Park Avenue, Park City, Utah. Phase 2 includes using the chosen shelter concept from Phase 1 to prepare final design drawings for four (4) sites specified by Park City which are Location C: Park City High School; Location D: Meadows Drive at SR-224, southbound; Location E: Thanes and SR-224 (near Hotel Park City) Bus Stop; and Location F: Post Office on SR-224.

The scope of work outlined below, as well as the attached cost estimate, will be the basis for completing Phase 1 and Phase 2 for final design, construction bid document preparation, and support during construction of bus shelter improvements at six (6) specified locations in Park City, Utah.

PROJECT TEAM:

AECOM will perform shelter concept development; final design of shelters and civil site improvements; final design of roadway, drainage, striping, structural and electrical improvements; preparation of construction bid documents; support during construction; and project management tasks.

Meridian Engineering will perform topographic survey and mapping, survey control documentation, and existing ROW research and mapping. Meridian Engineering will perform survey, mapping, and existing ROW documentation for all six (6) sites in Phase 1 of the contract.

SCOPE OF WORK:

Phase 1

TASK 1: PROJECT MANAGEMENT

This activity is for project management oversight.

Tasks:

- Create work plan – AECOM will prepare project work plan documenting approach to completing authorized work.

- Scope, Schedule, Budget updates – AECOM will be responsible for updating overall project scope, schedule, and budget in a shareable format that is accessible by the City file sharing standards and will outline tasks completed to date, and an outlook of upcoming tasks, meetings, and deliverables.
- Project set-up/Invoicing – Includes set-up of project in AECOM accounting system and preparation and submittal of monthly progress reports and invoices. Progress reports will include percent complete by task, work items accomplished, anticipated future work, anticipated needs from Park City or others for completion, budget and schedule status, and other information deemed pertinent to the success of the project.
- Design/sub coordination – Includes internal design team meetings and coordination with subconsultant for survey, mapping, and ROW research.

Assumptions:

- AECOM will follow Park City QA/QC procedures.
- Includes one (1) scope, schedule, and budget update for Phase 1.
- Includes monthly invoices for six (6) months for Phase 1 (May-October).
- AECOM will hold weekly internal team meetings which Park City will be invited to attend via Web or Tele-conferencing.

Deliverables:

- Updated Project Schedule.
- Monthly Invoices and Progress Reports.

TASK 2: DESIGN ALTERNATIVES ANALYSIS

This activity is for development of design alternatives to select a preferred concept for bus shelters.

Tasks:

- Shelter design concepts – Using aesthetics similar to the Old Town Transit Center and Kimball Junction Transit Center, two (2) concepts will be developed for evaluation by Park City and Summit County.
- Preliminary costs for concepts – Preliminary construction cost estimates for each shelter concept will be prepared for use in evaluating concepts.

Assumptions:

- Public-friendly concept drawings will be prepared by AECOM for Park City to use in public engagement as they wish.

- No public engagement beyond coordination with Park City and Summit County for concept approval will be conducted by AECOM.

Deliverables:

- Two (2) shelter concepts.
- Conceptual cost estimates.

TASK 3: PRELIMINARY ENGINEERING (60%)

This activity is for preliminary engineering and preparation of 60% plans for locations A & B.

Tasks:

- Develop site concepts for 2 locations (locations A&B) – Using the chosen concept from Task 2, provide 60% design for Locations A & B including:
  - Amenities like bike/ski/snowboard tuning stations, Next Bus Technology Signage opportunities to display route information and changes, bike racks/lockers, and historic interpretive information as appropriate.
  - Ideas for incorporating Park City Transit branding components.
  - Opportunities to incorporate future transportation trends and integrate future transportation modes.
  - Proposed locations for public art components on or near bus shelters.
  - Solar-powered lighting and heating elements as appropriate.
  - Compliance with ADA requirements, Uniform Federal Accessibility Standards, and federal, state, county, local and other government laws, regulations, ordinances, and codes.
  - For Location B, includes design of new 10' sidewalk and associated curb and gutter, storm drain, and striping design from Kearns Blvd. to Homestake Road and coordination with UDOT and adjacent property owners.
  - For Location B, includes removal and replacement of existing block wall between the two Fresh Market driveways and the small section behind the pedestrian ramp at the HAWK pedestrian signal.
- Develop costs for 2 locations (Locations A & B) – Construction cost estimate for each location will be prepared and will include solar-powered lighting and heating elements where appropriate, and costs to incorporate solar powered electric snow-melting components at both locations.
- Site survey (Meridian) – See attached scope of work from Meridian.
- Existing ROW research and mapping (Meridian) – See attached scope of work from Meridian.

- Existing utility base mapping – Existing utility mapping will be based off mapping provided by utility companies and above-ground features identified through survey.

Assumptions:

- City will select one shelter concept based on information presented in Task 2 above.
- Shelter size for locations A & B will be the same.
- No environmental resource identification or permitting is included in this scope of work.
- NEPA documentation is not included in this scope of work.
- Subsurface Utility Engineering (SUE) is not included in this scope of work.
- No curb and gutter, sidewalk, or storm drain design or improvements are included for Location A in this scope of work.
- Construction items will meet UDOT standard drawing and specification requirements.
- Park City will provide environmental/permitting/planning coordination with UDOT to date to AECOM design team to incorporate into design concepts.
- Include infrastructure to allow for Park City inclusion of Next Bus Technology signage and solar panels on roof. AECOM is not designing the Next Bus Technology Signage or solar panels but would include footprint/infrastructure for inclusion of Park City furnished items.

Deliverables:

- 60% design drawings and engineer's estimate.

TASK 4: PS&E STAGE

This activity is for development of final shelter and site plans and Engineer's Estimate for Locations A & B. AECOM will assist the City through the bidding process by producing bidding documents, conducting a pre-bid meeting with contractors, answering questions and creating bid tabulation from the bid opening. AECOM will review all bids for completeness and recommend an award to the contractor with the lowest responsive bid. AECOM will also provide support during construction by answering contractor and Park City questions and responding to contractor Requests for Information (RFI).

Tasks:

- Develop final site design and prepare final drawings for Locations A & B and incorporate resolved preliminary design comments into final design.
- Develop final shelter design and prepare final shelter drawings for Locations A & B and incorporate resolved preliminary design comments into final design.
- Prepare Engineer's Estimate (100%).
- Prepare Bidding and Contract Documents.
- Conduct pre-bid meeting.
- Create bid tabulation for bid opening.

- Review contractor bids and recommend award.
- Support during construction.

Assumptions:

- AECOM will identify permits required and assist with preparation of applications. Contractor or Park City will be responsible for obtaining permits.

Advertisement for bid will follow Park City procedures and will be the responsibility of Park City, including but not limited to advertising, answering bidder questions, setting meetings, and notifying proposers of results. AECOM will be available to assist Park City in the process.

Deliverables:

- Final construction drawings, specifications, and updated Engineer's Estimate of construction costs.
- Minutes from contractor pre-bid meeting.
- Bid tabulation and recommendation of award.

TASK 5: STAFF COORDINATION AND STAKEHOLDER ENGAGEMENT

At major milestones, the AECOM team will prepare and hold update meetings for staff and stakeholders.

Tasks:

- Arrange and conduct review meetings with Park City staff and stakeholders (includes kickoff/scoping, 60%, and final design review meetings).

Assumptions:

- Conduct up to two (2) additional meetings with City staff and project partners, as required.
- Arrange and conduct one (1) meeting with project stakeholders.

Deliverables:

- Meetings and presentations to staff, project partners and stakeholders.

Phase 2

TASK 1: PROJECT MANAGEMENT

This activity is for project management oversight.

Tasks:

- Scope, Schedule, Budget updates – AECOM will be responsible for updating overall project scope, schedule, and budget in a shareable format that is accessible by the City file sharing standards and will outline tasks completed to date, and an outlook of upcoming tasks, meetings, and deliverables.
- Project set-up/Invoicing – Includes preparation and submittal of monthly progress reports and invoices. Progress reports will include percent complete by task, work items accomplished, anticipated future work, anticipated needs from Park City or others for completion, budget and schedule status, and other information deemed pertinent to the success of the project.
- Design/sub coordination – Includes internal design team meetings and coordination with sub-consultant for survey, mapping, and ROW research.

Assumptions:

- AECOM will follow Park City QA/QC procedures.
- Includes one (1) scope, schedule, and budget update for Phase 2.
- Includes monthly invoices for six (6) months for Phase 2.
- AECOM will hold weekly internal team meetings which Park City will be invited to attend via Web or Tele-conferencing.

Deliverables:

- Updated project schedule.
- Monthly invoices and progress reports.

TASK 2: DESIGN ALTERNATIVES ANALYSIS

This activity is for development of design alternatives to select a preferred concept for bus shelters.

Assumptions:

- All activity for development of design alternatives will be performed in Phase 1. No hours for Task 2 are assumed for Phase 2 of the project.

TASK 3: PRELIMINARY ENGINEERING (60%)

This activity is for preliminary engineering and preparation of 60% plans for Locations C, D, E & F.

Tasks:

- Develop site concepts for 4 locations (Locations C, D, E & F) – Using the chosen concept from Phase 1 Task 2, provide 60% design for 4 locations including:
  - Amenities like bike/ski/snowboard tuning stations, Next Bus Technology Signage opportunities to display route information and changes, bike racks/lockers, and historic interpretive information as appropriate.
  - Ideas for incorporating Park City Transit branding components.
  - Opportunities to incorporate future transportation trends and integrate future transportation modes.
  - Proposed locations for public art components on or near bus shelters
  - Solar-powered lighting and heating elements as appropriate.
  - Compliance with ADA requirements, Uniform Federal Accessibility Standards, and federal, state, county, local and other government laws, regulations, ordinances, and codes.
- Develop costs for 4 locations - Locations C, D, E & F) – Construction cost estimate for each location will be prepared and will include solar-powered lighting and heating elements where appropriate, and costs to incorporate solar powered electric snow-melting components at one location.
- Existing utility base mapping – Existing utility mapping will be based off mapping provided by utility companies and above-ground features identified through survey.

Assumptions:

- City will select one shelter concept based on information presented in Phase 1 Task 2 above.
- A maximum of two different shelter sizes total will be used in Locations C, D, E, & F.
- No environmental resource identification or permitting is included in this scope of work.
- NEPA documentation is not included in this scope of work.
- Park City will provide any environmental clearance documents so designs can comply with mediation requirements/environmental commitments and fit within the cleared footprint.
- SUE is not included in this scope of work.
- No curb and gutter, sidewalk, or storm drain design or improvements are included for Locations C, E, & F in this scope of work.
- Construction items will meet UDOT standard drawing and specification requirements.
- Block landscaping wall between the two Fresh Market driveways for Location B will be replaced. Small section of lock landscaping wall behind the pedestrian ramp at the HAWK signal will be replaced near the corner of Park Ave and Homestake Road.
- Taller block wall adjacent to the existing shelter at Location B will be protected in place.

- Wall design will not require structural review or geotechnical analysis. Will create wall profile detail sheet and have a performance specification for submittal of a deferred design for wall manufacturer including a material submittal for approval by the City.
- AECOM will provide recommended wall systems and styles for approval for inclusion in design as basis of design for submittal/approved equals.

Deliverables:

- 60% design drawings and engineer's estimate.

TASK 4: PS&E STAGE

This activity is for development of final shelter and site plans and Engineer's Estimate for Locations C, D, E & F. AECOM will assist the City through the bidding process by producing bidding documents, conducting a pre-bid meeting with contractors, answering questions and creating bid tabulation from the bid opening. AECOM will review all bids for completeness and recommend an award to the contractor with the lowest responsive bid. We will also provide support during construction by answering contractor and Park City questions and responding to contractor Requests for Information (RFI).

Tasks:

- Develop final site design and prepare final drawings for Locations C, D, E, & F and incorporate resolved preliminary design comments into final design.
- Develop final shelter design and prepare final shelter drawings for Locations C, D, E, & F – Incorporate resolved preliminary design comments into final design.
- Prepare Engineer's Estimate (100%).
- Prepare Bidding and Contract Documents.
- Conduct pre-bid meeting.
- Create bid tabulation for bid opening.
- Review contractor bids and recommend award.
- Support during construction.

Assumptions:

- AECOM will identify permits required and assist with preparation of applications. Contractor or Park City will be responsible for obtaining permits.
- Advertisement for bid will follow Park City procedures and will be the responsibility of Park City, including, but not limited to, advertising, answering bidder questions, setting meetings, and notifying proposers of results. AECOM will be available to assist Park City in the process.

Deliverables:

- Final construction drawings, specifications, and updated Engineer's Estimate of construction costs.
- Minutes from contractor pre-bid meeting.
- Bid tabulation and recommendation of award.

TASK 5: STAFF COORDINATION AND STAKEHOLDER ENGAGEMENT

At major milestones, the AECOM team will prepare and hold update meetings for staff and stakeholders.

Tasks:

- Arrange and conduct review meetings with Park City staff and stakeholders (includes Phase 2 kickoff, 60%, and final design review meetings).

Assumptions:

- Conduct up to one (1) additional meeting with Park City staff and project partners, as required.
- Arrange and conduct one (1) meeting with project stakeholders.

Deliverables:

- Meetings and presentations to staff, project partners and stakeholders.

TASK 6: SYSTEM-WIDE ACCESSIBILITY STUDY (*OPTIONAL)*

This task is for a system-wide analysis of all Park City Transit bus stops to determine level of accessibility for pedestrians and bicyclists and ADA compliance.

Tasks:

- Evaluate and report on all existing amenities and accessibility conditions at each stop.
- Provide recommended access improvements report.

Assumptions:

- 225 stops.
- Field visit to each of the stops to document existing conditions and create geographic database. These elements may include, but not be limited to:
  - Sidewalk width
  - Accessibility
  - Shade

- Grade
- Curb ramp
- Furniture clearance
- Bus stop pad
- Signage

- Materials which should be used as resource materials for this task include, but are not limited to: Department of Justice ADA Standards (2010) and the United States Access Board Design ADA Accessibility Guidelines (ADAAG)
- Will hold coordination meeting prior to kick-off of this effort to get buy-in for elements to be documented and formalize stop list included within survey.
- Kick-off meeting for effort will formalize what elements are to be included in the summary report.
- Cost estimating template for future improvement efforts not included in scope.

Deliverables:

- Transit stop survey methodology, survey elements and the survey results.

Report summarizing findings and documenting recommended prioritization process (weighted criteria spreadsheet) for future system bus stop improvements.

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A" CONTINUED – PAYMENT SCHEDULE

PHASE 1 BUDGET:

	Project Manager Jarl Jacobson 55.76	Deputy PM Nick VanderKwaak 52.75	Senior Shelter Design Steve Wlensky 71.6	Shelter Design Bill Bobzien 46.51	Architecht Kevin Keady 84.76	Structural Engineer Andy Paddock 64.9	Senior Roadway/Site Civil Engineer Jeff Upright 57.23	Roadway/Site Civil Engineer Shanna Caroll 29.72	Drainage Engineer Anne Stoen 56.62	Electrical Engineer Ryan Meador 61.74	QA/QC Jodi Pearson 71.81	Project Controls Sherry Brown 53.85	Total Hours	Direct Labor
Task 1: Project Management	**20**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**39**	**$2,127.35**
Create work plan	4													
Scope, schedule, budget updates	2													
Project set-up/invoicing	2	6										9		
Design/sub coordination	12	4												
Task 2: Design Alternatives Analysis	**3**	**10**	**28**	**36**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**83**	**$4,603.06**
Shelter design concepts (assume 2 concepts)	2	10	24	30										
Preliminary costs for concepts	1		4	6	2	4								
Task 3: Preliminary Engineering (60%)	**3**	**3**	**12**	**14**	**3**	**8**	**13**	**55**	**10**	**8**	**5**	**0**	**134**	**$6,407.11**
Develop site concepts for 2 locations (assume same shelter size)	2	2	10	10	2	6	10	45	6	6	4			
Develop site-specific cost for 2 locations (assume same shelter size)	1	1	2	4	1	2	2	5	2	2	1			
Site survey (Meridian)														$10,000.00
Existing ROW research and mapping (Meridian)														$4,500.00
Existing utility base mapping							1	5	2					
Task 4: PS&E Stage	**30**	**16**	**8**	**12**	**6**	**9**	**11**	**35**	**9**	**13**	**13**	**0**	**162**	**$8,655.84**
Develop final site design and prepare final drawings for 2 locations	1	2					10	30	8	4	4			
Develop final shelter design and prepare final shelter drawings for 2 locations (assume same shelter size)	1	2	6	10	4	6				6	2			
Prepare Engineer's Estimate (100%)	1			1	1	1	1	3	1	1	1			
Prepare Bidding and Contract Documents	4	2		1	1			2		2	6			
Conduct pre-bid meeting	5													
Create bid tabulation for bid opening		2												
Review contractor bids and recommend award	2													
Support during construction	16	3	2			2								
Task 5: Staff Coordination and Stakeholder Engagement	**21**	**21**	**15**	**0**	**0**	**0**	**15**	**0**	**0**	**0**	**0**	**0**	**72**	**$4,211.16**
Arrange and conduct review meetings with PCMC staff and stakeholders (assume 3 meetings total at scoping, 60%, final design	12	12	9				9							
Additional meetings as needed (assume 2)	6	6	6				6							
Stakeholder meetings (assume 1)	3	3												
TOTAL	**77**	**60**	**63**	**62**	**11**	**21**	**39**	**90**	**19**	**21**	**18**	**9**	**490**	
	$4,293.52	$3,165.00	$4,510.80	$2,883.62	$932.36	$1,362.90	$2,231.97	$2,674.80	$1,075.78	$1,296.54	$1,292.58	$484.65		

	AECOM Direct Labor	$26,204.52
133.02%	Overhead	$34,857.25
	Subtotal	$61,061.77
11.00%	**Fixed Fee**	$6,716.79
	AECOM Direct Costs	$1,500.00
	SubConsultants	$14,500.00
	TOTAL	$83,778.57

(Budget continued on next page)

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

PHASE 2 BUDGET:

	Project Manager Jeff Jacobson $57.43*	Deputy PM Nick VanderKwaak $54.33*	Senior Shelter Design Steve Wendy $72.78*	Shelter Design Bill Bobeim $47.97*	Architecht Kevin Kosky $57.30*	Structural Engineer Andy Paddock $66.85*	Senior Roadway/Site Civil Engineer Jeff Upright $58.95*	Roadway/Site Civil Engineer Shawna Carroll $30.63*	Transportation Intern Jared Lilyshitz $20.60*	Drainage Engineer Anne Stern $58.32*	Electrical Engineer Ryan Meador $63.58*	QA/QC Jodi Pearson $72.96*	Project Controls Sherry Brown $55.47*	Total Hours	Direct Labor
Task 1: Project Management	**22**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**36**	**$2,[illegible]**
Scope, schedule, budget updates	2														
Project set-up and invoicing	2	4											5		
Internal design and sub-consultant coordination	18	5													
Task 2: Design Alternatives Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Shelter design concepts (assume 2 concepts)															
Preliminary costs for concepts															
Task 3: Preliminary Engineering (60%)	**5**	**3**	**20**	**28**	**5**	**16**	**8**	**25**	**0**	**5**	**16**	**3**	**0**	**134**	**$7,540.49**
Develop site concepts for 4 locations (assume 2 bus shelter sizes)	4	2	16	20	4	12	6	15		2	12	2			
Develop site-specific cost for 4 locations (assume 2 bus shelter sizes)	1	1	4	8	1	4	1	3		1	4	1			
Existing utility base mapping							1	7		2					
Task 4: PS&E Stage	**22**	**13**	**12**	**21**	**8**	**10**	**7**	**19**	**0**	**5**	**22**	**11**	**0**	**152**	**$8,821.56**
Develop final site design and prepare final drawings for 4 locations	1	2					6	16		4	4	2			
Develop final shelter design and prepare final shelter drawings for 4 locations (assume 2 bus shelter sizes)	1	3	12	20	6	9					17	3			
Prepare Engineer's Estimate (100%)	1			2	1	1	1	2		1	1	1			
Prepare Bidding and Contract Documents	2	2		1	1			3			1	5			
Conduct pre-bid meeting	5														
Create bid tabulation for bid opening		3													
Review contractor bids and recommend award	2														
Support during construction	10	5													
Task 5: Staff Coordination and Stakeholder Engagement	**15**	**15**	**12**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**54**	**$3,[illegible]**
Arrange and conduct review meetings with PCMC staff and stakeholders (assume 3 meetings total at scoping, 60%, final design milestones)	5	5	5				5								
Additional meetings as needed (assume 5)	5	5	5				5								
Stakeholder meetings (assume 5)	5	5													
Task 6: System Wide Accessibility Study (Optional)	**16**	**80**	**30**	**0**	**0**	**0**	**0**	**160**	**130**	**0**	**0**	**2**	**0**	**426**	**$15,744.60**
Evaluate and report of all existing amenities and accessibility conditions at each stop (assume 225 stops will be evaluated)	[illegible]	50						130	130						
Provide recommended access improvements report	1	30	30					30				2			
TOTAL	**80**	**131**	**74**	**51**	**13**	**26**	**27**	**204**	**130**	**10**	**38**	**16**	**6**	**806**	

*Phase 2 assumed to happen in 2020; rates shown are estimated 3% cost of living rate increase for Phase 2 work scheduled to commence next calendar year

	AECOM Direct Labor	$37,595.43
133.02%	Overhead	$49,903.02
	Subtotal	**$87,498.45**
11.00%	**Fixed Fee**	**$9,536.00**
	AECOM Direct Costs	**$1,500.00**
	SubConsultants	
	TOTAL	**$98,534.45**

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Any "extra" work shall be approved in advance in writing by the City and the pricing costs (as outlined in Exhibit "A" herein), shall not exceed the amount allowed under Paragraph 1 of the Agreement entitled "Scope of Services".

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

AECOM TECHNICAL SERVICES, INC.

FILE NUMBER:	C0608461
FORMATION DATE:	09/29/1970
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 12, 2018.

ALEX PADILLA
Secretary of State

LHT

NP-25 (REV 03/2018)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-19-20 12 2020

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D : SEE ACORD 101	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
756 East Winchester Street, Suite 400
Salt Lake City, UT 84107

COVERAGES **CERTIFICATE NUMBER:** LOS-002431126-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G71234137	04/01/2019	04/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISA H25280532	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SEE ACORD 101	04/01/2019	04/01/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2019	04/01/2020	Per Claim/Agg Defense Included	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AECOM Project No: 60605663; Client Reference No: ACC-19236; Preliminary Engineering and Design for Bus Shelter Improvements, Park City, UT

Park City Municipal is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER
Park City Municipal
Attn: Alexis Verson, Associate Transportation Planner
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
James L. Vogel

AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services	NAMED INSURED AECOM AECOM Technical Services, Inc. 756 East Winchester Street, Suite 400 Salt Lake City, UT 84107
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6589323A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C65893150	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C65893198	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C65893393 qualified	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: $500,000; Only applicable to specific entities self-insured in the state of Ohio

MUST BE POSTED IN A CONSPICUOUS LOCATION

AECOM TECHNICAL SERVICES INC
756 E WINCHESTER ST
400
MURRAY, UT 84107

PARK CITY
1884

License Number: B-014636
Customer Number: 155115
Issue Date: 10/1/2018
Expiration Date : 9/30/2019

BUSINESS LICENSE

BUSINESS DESCRIPTION : ENGINEERING SERVICES
COMMERCIAL VEHICLES : 1
LEGACY ZONE : 12

COTE, DONNA
(804) 482-6338

2019

CITY MANAGER

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

Rebecca Gillis
FINANCE MANAGER

NON-TRANSFERABLE

PARK CITY
1884

Park City Municipal Corporation
445 MARSAC AVE
P.O.BOX 1480
PARK CITY, UT 84060

RECEIPT

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

Date Paid : 09/06/2018

License	Description	Amount
B-014636	**Business License Fee :**	29.79
	Admininstrative Fee :	
	Penalty :	
	Total :	29.79

AECOM Imagine it. Delivered.

AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
aecom.com

Project name: Park City Bus Shelter Improvments

To: Alexis Verson, Park City Corportation

Project ref: 60600080

From: Jarl Jacobson, PE
Jeffery D. Upright, PE

Date:
January 16, 2020

Memo

As directed by Park City, AECOM has performed additional work outside of the original scope items pertaining to the contract between said entities dated May 21st,2019. AECOM has revised the scope and fee and have enclosed the contract modification documentation with this memo.

The purpose of this memo is to provide additional explanation of the changes outlined in the scope of work in this modification as a support for information that you may wish to relay to the City Council. Below is a summary of the design changes performed and future changes once approved by the City:

Design Changes

Key changes made to the design are discussed below:

1) Sidewalk/retaining wall along south side of Kearns Boulevard

- Additional sidewalk, retaining wall, driveway tie-ins and easements for improvements on Kearns Boulevard.
- Additional design to provide 2 rough sketch details of a Cast-in-Place and MSE with an estimate of cost.
- Additional Survey was provided for the additional design requested.

2) Site development at Location A (Fresh Market)

- Increased footprint and sidewalk behind existing right-of-way to provide a larger transit stop with a bike pathway behind the proposed shelter location. In addition, a new seat wall with hardscaping shall be designed. Entire area is to be considered a gateway to the city and thus architectural and landscape themes similar other themes along the Park Ave corridor are to be incorporated.
- Provide additional design and collaboration for the construction of gateway style seat walls (potentially with Core-10 steel theme similar to the gateway aspect of Park Ave) at proposed shelter Location A.
- Additional survey was provided for the additional design requested.

3) Split Phase I Advertising Packages

- The intent is to split the Architectural package from the Site Civil Package. This will allow Park City to procure a shelter contractor and order as necessary when fulfilling new shelter placements in Phase II. The Architectural package will include designs for three sizes of shelters; small, medium, and large.
  - Benefits of this approach are that prefabricated elements or segments of the bus shelters can be provided as an owner furnished item for installation by the site civil contractor.
  - Shelters can be manufactured more in shop reducing field finishes and improve overall shelter quality.
  - Consistency with all 6 bus shelters that will be provided in Phase I and Phase II. This also establishes ability for Park City to streamline acquisition of shelters to be used prototypically throughout their system.

- The site civil package will not be advertised until the easements for the affected parcels has been acquired by Park City.
- Original contract was for Meridian to survey all 6 sites in one task (Phase I and Phase II). Meridian was directed to survey two sites within Phase I. A survey remobilization fee will be required to send the survey crews back out to survey the Phase II sites. Because the Phase II sites have not been confirmed and may change this this mod is for an owner contingency budget that can be authorized for when the sites are selected. The $1500 value is not anticipated to be used in full for remobilization. Remainder is in case the selected Phase II sites need additional survey than the baseline hours allow. We will submit backup documentation for this as requested by Park City. It is anticipated this full amount will not be charged.

- Roughly 40% of the overall Mod hours are related to splitting the advertising package with 1/3 of these hours in this task (113) on a Time and Materials basis and are set aside for construction support (reviewing product submittals listed in specifications) and assisting with other questions. We attempted to make a realistic estimate of the number of hours per review as well as submittal and RFI assumptions. For example, as noted in the scope, it is assumed that during bidding and negotiation we would answer up to 20 questions, provide 10 specification updates, and 5 sketches through addenda. It is anticipated this full amount will not be used.

In summary this Mod includes 758 total hours for Phase I at a cost of **$96,947.00.** This includes some effort that has already been completed and incorporated into the 60% package.

AECOM

Park City Bus Shelters Design
Scope of Work – Additional Service for:
Sidewalk/retaining wall along south side of Kearns Boulevard
Site Development at Location A (Fresh Market)
Split Phase I Advertising Packages

Project Overview
The additional services include designing new sidewalk and retaining wall along the south side of Kearns Boulevard, Site Development behind the sidewalk at the Location A (Fresh Market), and splitting Phase I Advertising Packages into two (site civil and architectural) separate bid packages.

The majority of this work shall happen in 2020, rates show an estimated 3% cost of living rate increase for work scheduled to commence in 2020.

1) <u>Assumptions for sidewalk/retaining wall along south side of Kearns Boulevard:</u>

- Additional design to widen the sidewalk from 5' to 7' wide (approximately 6,500 sq. ft.) and design retaining wall along the south side of Kearns Boulevard from the intersection of Park Avenue to eastern property line of the Holiday Villages Mall.
- A retaining wall is anticipated and assumed to be less than 3' high – no structural calculations will be required.
- Additional design to provide 3 rough sketch details of Gabian Wall, Cast-in-Place and MSE with an estimate of cost.
- The sidewalk and drive way tie-ins at the Yarrow Hotel and Holiday Villages require rebuild of the driveway and grading to ensure adequate slope and tie-in.
  - <u>Deliverables:</u>
    - Updated cost estimate.
  - Anticipated specifications updates:
    - Retaining wall
  - Anticipated sheets to be modified/added are as follows:
    - Cover Sheet (1 total)
    - Notes (1 total)
    - Survey Control (1 total)
    - Removal Sheets (4 total)
    - Site sheets (4 total)
    - Driveway Plan Sheets (4 total)
    - Plan and Profile sheets of the retaining wall (4 total)
    - Landscape Plans (4 total)

- Additional Survey required along the south side of Kearns Boulevard:
  - Existing utilities within sidewalk area and existing natural ground elevations including TBC, Back of Walk and top of existing wall.
  - Existing sidewalk elevations at tie-ins and existing ADA ramps.
  - Survey to provide easement language for both construction and maintenance following construction.
    - <u>Deliverables:</u>
      - Survey to provide easement language for both construction and maintenance following construction.

-See attachment A

- A total of **216 hours** is included in this Task.

2) <u>Assumptions for Site Development at Location A (Fresh Market):</u>

- Area behind the sidewalk is to be transformed from landscaping to a larger transit stop with a bike pathway behind the proposed shelter location. In addition, a new seat wall with hardscaping shall be designed. Entire area is to be considered a gateway to the city and thus architectural and landscape themes similar other themes along the Park Ave corridor are to be incorporated.
    - o Grading to accommodate ADA access through the entire site at Location A
    - o Bike travel way east of the proposed shelter at Location A
- Landscape design for areas that are not planned for hardscape. Provide additional design and collaboration for the construction of Gabian wall, cast-in-place concrete seat wall (with Core-10 steel theme similar to gateway aspect of Park Ave) at proposed shelter Location A.
        - ▪ Assume 1 week to complete task
        - ▪ <u>Deliverables:</u>
            - 2 rough detail sketches of the seat walls.
            - Cost memo detailing 2 options and the price per linear foot.
    - o Upon selection from Park City the selected design for the seat wall will be incorporated into the design package:
- Area behind the existing sidewalk along Park Avenue has been widened to account for a 10' sidewalk and 4' planter as per Option 3 exhibit. Additional work to grade, obtain easements, and provide landscape restoration. Developed additional exhibits for the concept prior to the 60% plan set.
- To facilitate the site design at Location A, additional survey is required behind the back of walk and into the parking lot of the Fresh Market Grocery Store area
    - o Existing utilities within the parking lot area with existing natural ground elevations including TBC, Back of Walk and top of existing wall.
    - o Existing sidewalk elevations at tie-ins and existing ADA ramps both sides of street along Homestake Road.
        - ▪ Survey to provide additional survey and easements and exhibit maps for 2 parcel impacts.

-See attachment A

- Anticipated specifications updates/additions:
    - o Seat wall
- Anticipated sheets to be modified/added are as follows:
    - o Removal Plan C-100
    - o Site Plan C-200
    - o Site Plan C-201
    - o Landscape Plan L-100
    - o Landscape Plan L-101

- Irrigation Plan L-300
- Irrigation Plan L-301
- Driveway Plan Sheets (4 total)
- Additional detail for the seat wall

- A total of **239 hours** is included in this Task.

3) <u>Assumptions for Split Phase I Advertising Packages:</u>

- The intent is to split the Architectural package from the Site Civil Package. This will allow Park City to procure a shelter contractor and order as necessary when fulfilling new shelter placements in Phase II. The Architectural package will include designs for three sizes of shelters; **small, medium, and large.**
  - The site civil package will not be advertised until the easements for the affected parcels has been acquired by Park City.
- Original contract was for Meridian to survey all 6 sites in one task (Phase I and Phase II). Meridian was directed to survey two sites within Phase I. A survey remobilization fee will be required to send the survey crews back out to survey the Phase II sites. Because the Phase II sites have not been confirmed and may change this this mod is for an owner contingency budget that can be authorized for when the sites are selected. We will submit backup documentation for this as requested by Park City.
- The work below will involve Architectural, Structural and Electrical Engineering:
  - 90% Construction Drawings
  - 90% Construction Specifications
  - 90% Review Meeting
  - QAQC 90% Construction Documents
  - 100% Construction Drawings
  - 100% Construction Specifications
  - Bidding & Negotiation Phase (answering 20 questions, providing 10 specification adjustments and 5 sketches through an addenda)
  - Construction Support (Will review all product submittals listed in the specifications)
  - Stamped Structural Calculations
- <u>Anticipated specifications updates/additions:</u>
  - Architectural specifications package
  - Civil specifications package
- <u>Anticipated sheets to be modified/added are as follows:</u>
  - Architectural sheets package
  - Civil sheets package

- A total of **303 hours** is included in this task.

In summary this Mod includes **758 total hours** for Phase I at a cost of **$96,947.00**
This includes some effort that has already been completed and incorporated into the 60% package.

	Project Manager $58.26 Jarl Jacobson	Shelter/ Landscaping Design $47.91 Bill Bobzien	Architect $87.30 Kevin Keady	Landscape Architecture QA/QC $75.09 Nathan Pepple	Landscape Cost Estimate $72.20 Jimmy Logue	Irrigation Design $32.04 Dale Morehouse	Sr. Project Architect $73.31 Joseph Doyle	Project Architect $56.47 Erick Galicia	Architect Intern $38.02 tephanie Heimstea	Structural Engineer $62.30 Andy Paddock	Structural Engineer $37.90 Jeff Kvamme	Senior Roadway/Site Civil Engineer $59.52 Jeff Upright	Roadway/Site Civil Engineer $32.65 Shanna Carroll	Electrical Engineer $63.59 George Verstraete	Lighting Designer $47.37 Jenn Pace	QA/QC $74.68 Jodi Pearson	Project Controls $55.46 Sherry Brown		
																		Task Hours	Direct Labor
MOD Sidewalk/retaining wall Kearns Blvd	**14**	**28**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**30**	**120**	**0**	**0**	**8**	**0**	**216**	**$9,557.28**
Update Cover Sheet - 1 sheet												1	2			1			
Update Notes Sheet - 1 sheet												1	2			1			
Update Survey Control Sheet - 1 sheet												1	2			1			
Update Removal Sheet - 4 Sheets												1	16			1			
Create Site sheets - 4 sheets												1	16			1			
Create Driveway Plan Sheets - 4 sheets												1	16			1			
Plan and Profile sheets - 4 sheets												2	24			1			
Landscape Plans - 4 sheets		16		2												1			
Updated Base Mapping for new Design - civil coordination												2	5						
Easement and Exhibit Maps for Acquisition - civil coordination													2						
Exisiting utility base mapping												2	5						
Update project specifications	2	4		2								1	20						
Provide revised cost estimate for 3 types of walls: Gabian Wall, Cast in Place, and MSE		8		4						8		1	10						
Scope, schedule, budget updates	4																		
Design/sub coordination	8											16							
																		Task Hours	Direct Labor
MOD site development at Fresh Market	**6**	**110**	**0**	**20**	**8**	**20**	**0**	**0**	**0**	**0**	**0**	**6**	**64**	**0**	**0**	**1**	**4**	**239**	**$11,083.10**
Additional survey Accounted for in 'Yarrow Hotel Sidewalk'																1			
Additional site grading												5	40						
Additional site layout												1	20						
Additional site landscaping		20		4															
Additional site Irrigation						20													
Scope, schedule, budget updates	2																		
Project set-up/Invoicing	2																4		
Design/sub coordination	2												4						
2 rough detail sketches of seat walls		90		16															
cost memo detailing 2 options of seat walls					8														
																		Task Hours	Direct Labor
MOD Split Phase 1 Advertising Packages	**0**	**0**	**3**	**0**	**0**	**0**	**46**	**8**	**84**	**18**	**54**	**16**	**32**	**8**	**34**	**0**	**0**	**303**	**$14,563.74**
MOD Split Phase 1 Advertising Packages							4		4										
COST TO COMPLETE BELOW:																			
90% Construction Drawings			1				4	4	40	8	24			2	16				
90% Construction Specifications							8			2	6			2	4				
90% Review Meeting							2												
QAQC 90% CD's			1				4			4	2			2					
100% Construction Drawings			1					4	16		8				4				
100% Construction Specifications							8				2			1	2				
Bidding & Negotiation Phase																			
Construction Support							16		24	4	12	16	32	1	8				

Additional Survey around Fresh Market area and Kearns Blvd. (Meridian Survey	**$2,440.00**
Easement and Exhibit Maps for 2 parcel impacts (Meridian Survey)	**$1,950.00**
Owner Contingency for Survey	**$1,500.00**

MOD 1 Sidewalk/retaining wall Kearns Blvd	**14**	**28**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**30**	**120**	**0**	**0**	**8**	**0**	**216**
MOD 1 site development at Fresh Market	**6**	**110**	**0**	**20**	**8**	**20**	**0**	**0**	**0**	**0**	**0**	**6**	**64**	**0**	**0**	**1**	**4**	**239**
MOD 1 Split Phase 1 Advertising Packages	**0**	**0**	**3**	**0**	**0**	**0**	**46**	**8**	**84**	**18**	**54**	**16**	**32**	**8**	**34**	**0**	**0**	**303**
																	TOTAL HOURS	**758**

	AECOM Direct Labor	**$35,204.12**
133.02%	Overhead	**$46,828.51**
	Subtotal	**$82,032.63**
11.00%	**Fixed Fee**	**$9,023.59**
Owner Contingency for Phase II survey		**$1,500.00**
	SubConsultants	**$4,390.00**
	TOTAL	**$96,946.22**

Upright, Jeffery

From: Alexis Verson <alexis.verson@parkcity.org>
Sent: Friday, September 20, 2019 11:40 AM
To: Jacobson, Jarl; Alfred Knotts
Cc: VanderKwaak, Nick; Upright, Jeffery
Subject: RE: Park City Bus Shelter Improvements additional Phase 1 survey

Hi Jarl,

Thanks for this info. Per our discussion I am authorizing you to use some of the Phase II budget to process Meridian to do additional surveying at Kearns Blvd – as it was our request to expand/change the scope of the project after the Contract was executed.

Thank you!

Alexis Verson
Senior Transportation Planner
Park City Municipal Corporation
445 Marsac Ave.
Park City, UT, 84060-1480
Phone: (435) 615-5317
Mobile: (385) 270-2465
Fax: (435) 615-4901

From: Jacobson, Jarl [mailto:Jarl.Jacobson@aecom.com]
Sent: Friday, September 20, 2019 11:33 AM
To: Alexis Verson
Cc: VanderKwaak, Nick; Upright, Jeffery
Subject: Park City Bus Shelter Improvements additional Phase 1 survey

Alexis,
As discussed in the meeting we would like to get your authorization to have Meridian go ahead and advance this mod additional topo and the exhibit support for easements under the existing PO we have with them totaling $14,500 for phase 1 and 2. To date we've spent about $5,210 on the phase 1 topo and existing right-of-way. The attached proposed mod is for $4,390.

Our intent is that we proceed with this mod under our current PO with Meridian acknowledging that we are going to need to process a mod for the mobilization and firm up that we have sufficient for the phase 2 sites topo and ROW when we finalize those sites after the bus stop inventory report is finished.

As for the mod for the additional design efforts in Phase 1 we are planning to continue to advance to the 60% plans knowing we are going over and using some of the 90%/PS&E dollars for now with the understanding we'll provide a full estimate mod for the additional design services for phase 1 including the latest updates to look at the sidewalk widening and walls on Kearns Blvd. will be prepared and submitted prior to preparing the PS&E design set.

If you could provide response that you are okay with us authorizing Meridian to proceed with this Phase 1 topo and easement mod we will be able to get them scheduled.

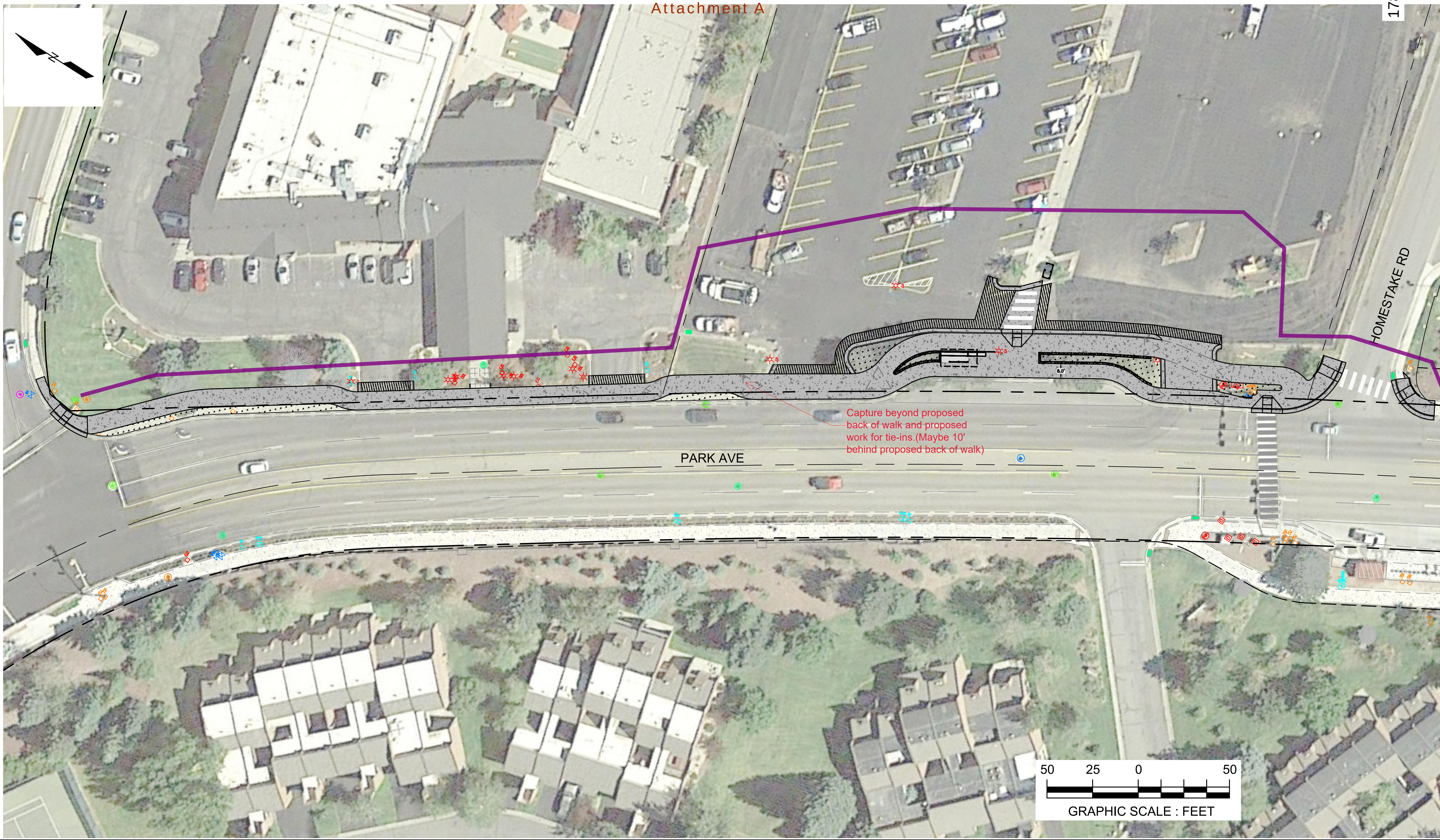
Thanks,
Jarl

Jarl D. Jacobson, PE
Transportation Engineer
Rocky Mountain Area
D +1-801-904-4074
M+1-801-869-0928
jarl.jacobson@aecom.com

AECOM
756 E. Winchester St. #400
Salt Lake City, Utah 84107
T +1-801-904-4000 F +1-801-904-4100
www.aecom.com


Snow Creek Dr
Snow Creek Dr
Domino's Pizza
use Grill
Park City Welcome Plaza
Kearns Blvd
Kearns Blvd
248
248
248
248
Park Ave
Park Ave
Roots Grill
Be sure to capture grade breaks at driveways where they may grade away from roadway, existing driveways are fairly steep towards roadway now.
DoubleTree by Hilton Hotel Park City...
Cab Park City
The UPS Store
Metropolitan Holiday Village 4 Cinemas
Ray Theatre
3D
Map
Google
Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, State of Utah, USDA Farm Service Agency, Map data ©2019 United States Terms Send feedback 100 ft

Attachment A



DWG File: Q:\Projects\Park City\60605663 - Park City Bus Shelter Improvements\900 - CAD_GIS\910-CAD\05-MODELS\Working\SJC\14 FT SW+PLANTER - Copy.dwg

Carroll, Shannadeen

12-Aug-2019 17:14

REV	DATE	DESCRIPTION
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

Submittal: CONCEPT

Seal: PRELIMINARY NOT FOR CONSTRUCTION

Consultant: AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

Submitted By:

Client: PARK CITY 1884

Approved By:

Designed By: J. UPRIGHT
Drawn By: S. CARROLL
Checked By: J. JACOBSON
Approved By: J. JACOBSON

PARK CITY BUS SHELTER IMPROVEMENTS

OPTION 3
PARK AVE
10 FT SW EXHIBIT

1"=60' @ 11X17
CADD Filename: 14 FT SW+PLANTER - Copy.dwg
Submittal Date: 7/30/2019
Contract No.: 60605663
Alignment:
Sheet No.: EXHIBIT

MERIDIAN
ENGINEERING, INC.

1628 West 11010 South, Suite 102
South Jordan, UT 84095

T 801.569.1315 ▪ F 801.569.1319

AECOM
756 E. Winchester Street, Suite 400
Salt Lake City, Utah 84107

September 18, 2019

Attention: **Jarl Jacobson, PE**

Re: Scope and Fee to provide Surveying and Right of Way Services

Subject: Park City Bus Shelters – Modification No. 1

Jodi,

Pursuant to your request that Meridian Engineering, Inc. (Meridian) provide surveying and right of way services on the above referenced project, we respectfully offer the attached scope of work services with associated fees.

Thank you for this opportunity and if you have any questions, or need any other assistance, don't hesitate to contact me.

Respectfully,

Michael Nadeau, PLS/CFedS
Meridian Engineering, Inc.

Task #1 – Additional Surveying and Mapping Required
Items for Task #1 Include:

a. Limits include extra survey required for driveway tie-ins and potential wall near Kearns Blvd due to design changes as shown in email correspondence from AECOM on August 22, 2019 and updated on September 13, 2019.
b. Survey will include the following items inside the project limits:
   - Curb, gutter and sidewalks, driveways and misc. concrete pads.
   - Edge of pavements, visible pavement crowns, signage, structural and landscape walls, fences and barriers.
   - Grade changes, breaks, toe and top of slopes, open ditches, drainage areas and other grade transitions.
   - Striping on cross section intervals and at the beginning or ending locations of stripe types.
   - Significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.
   - Visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes along with the invert elevations of the utilities inside the scoped project limits, water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles (with cross arms, guys and line sag elevations when crossing the route with the current temperature and time added as a note), irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes, other surface utilities, etc.
   - Mailboxes, commercial signs (with overhangs) and building fronts.

Task #2 – Easements and Exhibit Maps for Acquisition
Items for Task #2 Include:

Meridian will prepare easements and exhibit maps for each parcel affected by design.

a. Meridian will prepare an acquisition documents (perpetual easement) for each impacted property along the corridor (2 total impacts).
b. Meridian will prepare an exhibit map for each impacted property along the corridor.
c. Meridian will deliver these documents to AECOM/Park City for negotiation with current landowners.
d. Meridian assumes there are 2 total properties impacted.

Deliverables:

- Updated Base Mapping in an Extopo format (dgn and dtm)
- Easement agreements for r/w impacts (acquisition services to be completed by others).

Note:

- *All boundary calculations and analysis will be done by a Utah Licensed Land Surveyor.*
- *A record of survey will not be prepared with this scope of work.*

Cost Estimate:

TASK		FEE SCHEDULE
1.	Updated Base Mapping for new Design	$ 2,440.00
2.	Easements and Exhibit Maps for Acquisition	$ 1,950.00
	Total for Tasks 1 to 2:	**$ 4,390.00**

Project Schedule:

Upon notice to proceed (NTP), Meridian will immediately schedule the field work for this project. The extra base mapping will be delivered within 10 business days. Final Legal Descriptions are dependent on future design impacts.

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Financial Support in FY2020 to Continue Membership in the Central Wasatch Commission
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
CWC Funding Request Staff Report

Exhibit A: CWC Profit/Loss Statement 2018-2020

Exhibit B: CWC 2018 Financial Statements

Exhibit C: CWC 2019 Financial Statements

Exhibit D: 2017 - 2018 Budget vs Actual Audit

City Council
Staff Report

Subject:	2020 Central Wasatch Commission Update
Author:	Matthew Dias
Department:	Executive
Date:	April 21, 2020
Type of Item:	Administrative

Summary Recommendation

Determine an appropriate level of financial support in FY2020 to continue membership in the Central Wasatch Commission.

Executive Summary

The Central Wasatch Commission (CWC) was formed as an intergovernmental entity to implement the strategies outlined in the Mountain Accord (MA). Since formation, the CWC created a new Executive Committee (link), 35 member Stakeholder Council, legally defined the physical area of focus, reinvigorated efforts to maintain an environmental dashboard, coordinated with UDOT on corridor transportation planning, and continued to push for Congressional legislation to protect the interests of the Central Wasatch. Park City occupies a seat on the CWC, with Mayor Beerman representing the City's interests.

Over the last year, Council has reviewed a funding request for Park City to reauthorize its annual financial support ($100,000). Council discussed the matter with Executive Director, Ralph Becker, in March 2020, and had several questions regarding the CWC's budget. After a lengthy discussion, Council continued the item until further information could be provided.

On April 29, 2020, the Summit County Council affirmed their support for another year by authorizing $25,000. If Council seeks to continue its membership, staff recommends a commensurate level of financial support akin to Summit County's level of support, particularly given the budgetary impacts of COVID-19.

Funding for the CWC comes from its members. Park City could choose to participate at a lower level than the requested, depending on Council's commitment to the work and the perceived value of membership. The relationships with the other members, and the commitment to the ongoing work to evaluate and pursue solutions to issues facing the Wasatch front and back should be considered.

The threshold issue is whether the Council would like to continue to be a member and, if so, and how much financial support to commit. If the Council chooses to commit funding, at a future meeting it will also need to approve a resolution (a form resolution and exhibits is attached) to approve (a) the amendments to Article V of the CWC interlocal agreement approved by the CWC's governing body (the "CWC Board") on April 6, 2020, pursuant to its Resolution 2020-14, and (b) admission of the Town of

Brighton as a member of the CWC as approved by the CWC Board on 9 March 2020 pursuant to its Resolution 2020-12.

Previous CWC Staff Reports:

Date	Item
March 5, 2019	Work Session – CWC Funding Request
June 20, 2019	Work Session – CWC Funding Request and Interlocal
May 22, 2019	Work Session – CWC Update and Progress Report
June 8, 2017	New Business – Adoption of ILA with CWC
	New Business – Adoption of the ILA with Summit County

Summary Recommendation

Determine an appropriate level of financial support in FY2020 to continue membership in the Central Wasatch Commission.

Exhibits

Attached are several additional financial reports supplied by the CWC in response to our request for more information:

Exhibit A - CWC Profit & Loss Statement 2018-2020
Exhibit B – CWC 2018 Financial Statements
Exhibit C – CWC 2019 Financial Statements
Exhibit D – 2017 - 2018 Budget vs Actual Audit

CWC Profit & Loss

Income:	**2017 - 2018**	**2018 - 2019**	**2019 - 2020 YTD**
Memberships	$ 1,730,020	$ -	$ 790,000
Interest Earnings	$ 4,908	$ 31,073	$ 23,332
In-Kind Contributions	$ 300,000	$ -	
Contributions from Other Govt.,		$ 134,726	$ 16,700
Miscellaneous Income		$ 102	$ 456
Total Income:	**$ 2,034,928**	**$ 165,901**	**$ 830,489**
Expenses:			
Salaries	$ 8,940	$ 265,221	$ 237,608
Benefits	$ 1,170	$ 74,684	$ 60,018
Total Personnel:	**$ 10,110**	**$ 339,904**	**$ 297,826**
Operating and Maintenance:			
Public Notices	$ 218		
Printing		$ 102	$ 3,303
Total Operating & Maintenance	$ 218	$ 102	
Postage			$ 66
Charges for Service:			
Rent	$ 8,240	$ 14,792	$ 32,960
Utilities		$ 220	$ 945
Cell Phone			$ 118
Computer/Software	$ 213	$ 4,329	$ 7,582
Office Supplies	$ 396	$ 9,807	$ 5,667
Travel/Mileage	$ 1,975	$ 15,533	$ 2,907
Transcriber		$ 4,110	$ 5,075
Legal Support	$ 23,403	$ 99,858	$ 36,368
Insurance		$ 259	$ 420
Financial support	$ 4,092	$ 16,681	$ 12,640
Outreach/Communications		$ 17,655	$ 9,582
Consulting fees	$ 30,005		
Training		$ 10,610	$ 334
Total Charges for Service:	**$ 68,324**	**$ 193,853**	
Projects:			$ 3,783
Depreciation Expense			$ 1,228
Grant disbursements			
Board Retreat			$ 8,185
Environmental Dashboard		$ 5,140	$ 42,803
Federal Legislation		$ 107,467	$ 50,675
Ski Bus program			$ 60,000
In Kind bus fares UTA	$ 200,000		
Legal In Kind Services	$ 100,000		
Total Projects:	**$ 300,000**	**$ 112,606**	
MA to CWC interfund xtr			$ 16,087
Total Expenses:	**$ 378,652**	**$ 646,466**	**$ 607,447**
Net Position end of fiscal year:	*$ 1,656,274*	*$ (615,290)*	*$ 223,184*

ASSETS:	**2017 - 2018**	**2018 - 2019**	**2019 - 2020 YTD**	
Checking and Savings:				
Zions Bank	$ 257,988	$ 15,595	$ 7,339	
Utah Public Investment Fund:	$ 754,908	$ 1,170,980	$ 1,225,252	
Total: Checking & Savings	$ 1,012,806	$ 1,186,515	$ 1,230,591	
Other; Security Deposit on Rent:		$ 6,750	$ 6,750	
Accounts Receivable:		$ 1,100	$ 160,000	
Accounts:	$ 665,000	$ 7,850	$ (1,228)	Accumulated Dep
			$ 6,750	Office Equipment
CURRENT ASSETS:	$ 1,677,897	$ 1,194,366	$ 1,402,813	
LIABILITIES:				
Accounts Payable	$ 16,981	$ 9,374		
Payroll Liabiilities	$ 4,640	$ 3,854	$ 3,918	
Wages Payable		$ 5,427		
Total Current Liabilities:	$ 21,621	$ 18,656	$ 4	
EQUITY:			$ 1,175,710	Unrestricted Net A
Net Income	$ 1,656,896	$ (480,564)	$ 223,184	Third Quarter
TOTAL LIABILITIES AND EQUITY:	**$ 1,677,897**	**$ 1,194,366**	**$ 1,402,813**	

ɒreciation

ʌssets

CENTRAL WASATCH COMMISSION
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
WITH INDEPENDENT AUDITOR'S REPORTS
YEAR ENDED JUNE 30, 2018

CENTRAL WASATCH COMMISSION
TABLE OF CONTENTS
JUNE 30, 2018

GREG OGDEN, CPA
1761 EAST 850 SOUTH
SPRINGVILLE, UT 84663
(801) 489-8408

INDEPENDENT AUDITOR'S REPORT

**Honorable Chair
Members of the Commission
Central Wasatch Commission**

Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities, the business-type activities, of Central Wasatch Commission (CWC) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise CWC's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

<u>Opinions</u>

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities of Central Wasatch Commission as of June 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

<u>Other Matters</u>

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

<u>Other Reporting Required by *Government Auditing Standards*</u>

In accordance with *Government Auditing Standards*, I have also issued a report dated October 31, 2018, on my consideration of CWC's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CWC's internal control over financial reporting and compliance.

Greg Ogden CPA

Greg Ogden,
Certified Public Accountant
October 31, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Central Wasatch Commission (CWC), we offer readers of CWC's financial statements this narrative overview and analysis of the financial activities of CWC for the fiscal year ended June 30, 2018. We encourage readers to consider the information presented here in conjunction with the financial statements which follow this section.

Central Wasatch Commission was created with an interlocal agreement on May 30, 2017.

FINANCIAL HIGHLIGHTS

- The assets of Central Wasatch Commission exceeded its liabilities at June 30, 2018 by $1,656,274.

- The total unrestricted net position of Central Wasatch Commission increased by $1,656,274 during the year ended June 30, 2018.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to Central Wasatch Commission's basic financial statements. The CWC's basic financial statements consist of two components: 1) financial statements and 2) notes to the financial statements.

CWC uses proprietary fund accounting to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. Therefore, the financial statements are designed to provide readers with a broad overview of CWC's finances in a manner similar to a private-sector business.

• *The Statement of Net Position* presents information on all of CWC's assets and liabilities, with the difference between the two reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of CWC is improving or deteriorating.

• *The Statement of Revenues, Expenses, and Change in Net Position* presents information showing how CWC's net position changed during the fiscal year being reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

• *The Statement of Cash Flows* shows what effect CWC's operating activities, investing activities, and financing activities had on cash flows. Cash is vital to all organizations, and this statement helps the reader understand how CWC received and used cash during the fiscal year being reported.

NOTES TO THE FINANCIAL STATEMENTS

The notes to the financial statements provide additional information that is essential for a more complete understanding of the data provided in the financial statements. The notes are an integral part of the financial statements.

FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of CWC, assets exceed liabilities by $1,656,274.

Central Wasatch Commission's assets, liabilities, and net position are shown below as of June 30:

	CWC Activities	
	2018	2017
Current and Other Assets	1,677,896	-
Current Liabilities	21,622	-
Net position		
Unrestricted	1,656,274	-
Total net position	1,656,274	-

Central Wasatch Commissions changes in net position are shown below for the year ended June 30:

	CWC Activities	
	2018	2017
Operating Revenues	1,730,020	-
Operating Expenses	78,654	-
Operating Income (Loss)	1,651,366	-
Nonoperating Revenues (Expenses)	4,908	-
Change in Net position	1,656,274	-
Net position Beginning	-	-
Net position Ending	1,656,274	-

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets – Central Wasatch Commission had no investment in capital assets as of June 30, 2018.

Debt Administration – Central Wasatch Commission had no debt outstanding as of June 30, 2018.

BUDGETARY HIGHLIGHTS

The original budget was for revenues of $1,860,000 and expenses of $864,822. The budgeted expenses remained unchanged throughout the year and the budgeted revenues were increased to $1,865,000.

NEXT YEAR'S BUDGET

CWC's budget for the fiscal year ending June 30, 2019 includes revenues of $1,185,000 and expenses of $1,243,370.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Central Wasatch Commission's finances for all those with an interest in CWC's finances. Questions concerning any information provided in this report or requests for additional financial information should be addressed to:

Finance Director, 7620 Racquet Club Drive, Suite B, Cottonwood Heights, UT 84121

BASIC FINANCIAL STATEMENTS

CENTRAL WASATCH COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2018

ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$	1,012,896
Accounts Receivable		665,000
TOTAL CURRENT ASSETS		1,677,896
TOTAL ASSETS		1,677,896
LIABILITIES		
CURRENT LIABILITIES		
Accounts Payable		21,622
TOTAL CURRENT LIABILITIES		21,622
TOTAL LIABILITIES		21,622
NET POSITION		
Unrestricted		1,656,274
TOTAL NET POSITION	$	1,656,274

See the accompanying notes to the financial statements and accountant's report

CENTRAL WASATCH COMMISSION

STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2018

OPERATING REVENUES	
Member Dues	$ 1,730,020
TOTAL OPERATING REVENUES	1,730,020
OPERATING EXPENSES	
Salaries, Wages and Benefits	10,111
Professional Services	57,497
Operation and Maintenance	11,046
TOTAL OPERATING EXPENSES	78,654
OPERATING INCOME (LOSS)	1,651,366
NON-OPERATING REVENUES (EXPENSES)	
Interest Income	4,908
In-Kind Contributions	300,000
Attorney Fees Paid In-Kind	(100,000)
Bus Services Provided In-Kind	(200,000)
TOTAL NON-OPERATING REVENUES (EXPENSES)	4,908
CHANGE IN NET POSITION	1,656,274
TOTAL NET POSITION AT BEGINNING OF YEAR	-
TOTAL NET POSITION AT END OF YEAR	$ 1,656,274

See the accompanying notes to the financial statements and accountant's report

CENTRAL WASATCH COMMISSION

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2018

CASH FLOWS FROM OPERATING ACTIVITES		
Receipts from Members	$	1,065,020
Payments to Suppliers		(51,562)
Payments to Employees		(5,470)
NET CASH FLOWS FROM OPERATING ACTIVITIES		1,007,988
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income		4,908
NET CASH FLOWS FROM INVESTING ACTIVITIES		4,908
NET CHANGE IN CASH AND CASH EQUIVALENTS		1,012,896
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		-
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	1,012,896

RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating Income (Loss)	$	1,651,366
Changes in Assets and Liabilities		
Accounts Receivable		(665,000)
Accounts Payable		16,981
Wages Payable		4,641
NET CASH FLOWS FROM OPERATING ACTIVITIES	$	1,007,988

See the accompanying notes to the financial statements and accountant's report

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the Central Wasatch Commission (CWC) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Boards (GASB). The following is a summary of the more significant of CWC's accounting policies.

Financial Reporting Entity

Central Wasatch Commission is a separate legal entity and political subdivision of the State of Utah. It was formed by an interlocal agreement dated May 30, 2017, pursuant to the provisions of the Utah Interlocal Co-Operational Act. At June 30, 2018, CWC's membership consisted of four municipalities, two counties, one town, the State of Utah, the Metropolitan Water District of Salt Lake and Sandy, and the Utah Transit Authority (the Members). The area of focus is between I-80 and the Salt Lake County line south of Little Cottonwood Canyon. The Commission seeks to engage the public, build consensus, and coordinate the actions in the Central Wasatch Mountains. CWC's purposes include the following: 1) engage the public and collaborating with stakeholders; 2) seek transportation solutions focused on transit, walking, and biking; 3) develop visitor amenities and trails and focusing on canyon stewardship, and; 4) watershed protection.

The following governmental entities were financial contributors to CWC as of June 30, 2018:

Cottonwood Heights City	**Sandy City**
Draper City	**State of Utah**
Metropolitan Water District of Salt Lake and Sandy	**Summit County**
	Town of Alta
Salt Lake City	**Utah Department of Transportation**
Salt Lake County	

The reporting entity is comprised of the primary government and other organizations that are included to ensure that the financial statements are not misleading. The primary government of CWC consists of all funds, departments, boards, and agencies that are not legally separate from CWC.

Basis of Presentation

CWC's basic financial statements consist of a statement of net position, a statement of revenues, expenses, and change in net position, and a statement of cash flows.

The statement of net position presents the financial position of the business-type activities of CWC at year-end.

***Fund Accounting* – CWC uses a proprietary fund to maintain its financial records during the year. A fund is a fiscal and accounting entity with a self-balancing set of accounts.**

***Proprietary Funds* – Proprietary fund reporting focuses on the determination of operating income, changes in net position, financial position and cash flows. Proprietary funds are classified as either enterprise or internal service.**

NOTE 1 – (CONTINUED)

Measurement Focus

Proprietary fund types are accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets and liabilities associated with the operation of these funds are included on the statements of net position. The statement of revenues, expenses, and change in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in net position. The statement of cash flows provides information about how CWC finances and meets the cash flow needs of its proprietary activities.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Proprietary funds use the accrual basis of accounting at all reporting levels. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when the liability is incurred or the economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange or exchange-like transactions are recognized when the exchange takes place.

Revenues – Exchange Transactions **– Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value is recorded on the accrual basis when the exchange takes place.**

Revenues – Non-exchange Transactions **– Non-exchange transactions, in which CWC receives value without directly giving equal value in return, include grants and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which CWC must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to CWC on a reimbursement basis.**

Expenses/Expenditures **– On the accrual basis of accounting, expenses are recognized at the time they are incurred, if measurable.**

Assets, Liabilities and Fund Equity

Cash, cash equivalents, and investments

Cash and cash equivalents include cash on hand, demand deposits with banks and other financial institutions, and deposits in other types of accounts or cash management pools that have the general characteristics of demand deposit accounts. CWC's investment policy allows for the investment of funds in time certificates of deposit with federally insured depositories, investment in the Utah Public Treasurer's Investment Fund (Fund) and other investments allowed by the State of Utah's Money Management Act. Investments are reported at fair value. The Fund operates in accordance with state laws and regulations. The reported value of CWC's cash in the Fund is the same as the fair value of the Fund shares.

Cash equivalents are defined as short-term highly liquid investments that are both readily convertible to known amounts of cash and so near maturity that they present insignificant risk of changes in value because of changes in interest rates. Investments with maturities of three months or less, when purchased, meet this definition.

NOTE 1 – (CONTINUED)

Restricted assets

Cash which is restricted to a particular use due to statutory, budgetary or bonding requirements is classified as "restricted cash" on the statement of net position and on the balance sheets. Restricted cash would be spent first and then unrestricted resources would be used when the restricted funds are depleted. CWC had no restricted assets at June 30, 2018.

Deferred Outflows/Inflows of Resources

In addition to assets, the financial statements will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until then. CWC has no deferred outflows of resources.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until then. CWC has no deferred inflows of resources.

Fund equity

Net Position Flow Assumptions – CWC has established a flow assumption policy to use restricted net position first before using unrestricted net position.

Net Position – The net position represents the difference between assets and liabilities. The net position component, net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. The net position is reported as restricted when there are limitations imposed on its use either through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. The balance of the net position is reported as unrestricted.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. Operating expenses are necessary costs incurred to provide the good or service that are the primary activity of each fund. All other revenues and expenses are classified as non-operating including investment earnings, interest expense, and the gain or loss on the disposition of capital assets.

Contributions of Capital

Contributions of capital reported in proprietary fund financial statements arise from outside contributions of capital assets (e.g. member cities), and grants or outside contributions of resources restricted to capital acquisition and construction.

Estimates and Assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results may differ from estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

Prior to the first regularly scheduled meetings of the Board in May, the Board submits a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenses and proposed sources of revenues.

Between May 1 and June 22, the Board members review and adjust the proposed budget. On or before June 22, a public hearing is held and the budget is legally adopted through passage of a resolution.

Under Utah State law, CWC's budget establishes maximum legal authorization for expenses during the fiscal year. Expenses are not to exceed the budgeted amounts, including revisions, except as allowed by the code for certain events.

Annual budgets for the proprietary fund are legally adopted by CWC and prepared on the accrual method of accounting.

NOTE 3 – CASH AND INVESTMENTS

CWC maintains cash and investment accounts. Cash accounts are not collateralized nor are they required to be by State statute. Investments are stated at cost or amortized cost, which approximates fair value.

Cash deposits and investments for CWC are governed by the Utah Money Management Act (*Utah Code Annotated*, Title 51, Chapter 7) (The Act) and by rules of the Utah Money Management Council (the Council). Following are discussions of CWC's exposure to various risks related to its cash management activities.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, CWC's deposits may not be recovered. CWC's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of CWC to be in a *qualified depository*, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. As of June 30, 2018, all of CWC's bank balances were insured.

Credit Risk

Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. CWC's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations as defined in the Act.

NOTE 3 – (CONTINUED)

CWC is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subjected to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses net of administration fees, of the PTIF are allocated based upon the participants' average daily balances.

The following are CWC's investments at June 30, 2018:

Investment Type	Fair Value
State of Utah Public Treasurer's Investment Fund (PTIF)	$ 754,908

The deposits and investments described above are included on the statement of net position as per the following reconciliation:

Deposits	$ 257,988
Investments	754,908
Total	$ 1,012,896
Cash and Cash Equivalents	$ 1,012,896
Total	$ 1,012,896

NOTE 4 - ECONOMIC DEPENDENCY

CWC depends upon the continued financial support of Members. The Members have committed to remit funds sufficient to cover the operating expenses of CWC.

NOTE 5 – RISK MANAGEMENT

CWC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. CWC has not yet obtained liability insurance and therefore, currently retains all risks. No claims have been paid in the current or prior three years.

NOTE 6 – SUBSEQUENT EVENTS

In preparing these financial statements, CWC has evaluated events and transactions for potential recognition or disclosure through October 31, 2018, the date the financial statements were available to be issued.

GOVERNMENT AUDITING STANDARDS REPORT

Greg Ogden, CPA
1761 East 850 South
Springville, UT 84663
(801) 489-8408

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Chair
Members of the Commission
Central Wasatch Commission

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Central Wasatch Commission (CWC), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise CWC's basic financial statements and have issued my report thereon dated October 31, 2018.

Internal Control over Financial Reporting

In planning and performing my audit of the financial statements, I considered CWC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CWC's internal control. Accordingly, I do not express an opinion on the effectiveness of CWC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CWC's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Greg Ogden CPA

Greg Ogden
Certified Public Accountant
October 31, 2018

STATE COMPLIANCE REPORT

Greg Ogden, CPA
1761 East 850 South
Springville, UT 84663
(801) 489-8408

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE*

Honorable Chair
Members of the Commission
Central Wasatch Commission

REPORT ON COMPLIANCE WITH GENERAL STATE COMPLIANCE REQUIREMENTS

I have audited Central Wasatch Commission's (CWC) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide,* issued by the Office of the Utah State Auditor, which could have a direct and material effect on CWC for the year ended June 30, 2018.

State compliance requirements were tested for the year ended June 30, 2018 in the following areas:

Budgetary Compliance
Fund Balance
Open and Public Meetings Act
Public Treasurer's Bond
Cash Management

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

My responsibility is to express an opinion on CWC's compliance based on my audit of the state compliance requirements referred to above. I conducted my audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about CWC's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances.

I believe that my audit provides a reasonable basis for my opinion on compliance for each state compliance requirement referred to above. However, my audit does not provide a legal determination of CWC's compliance with those requirements.

Opinion on Compliance

In my opinion, Central Wasatch Commission complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2018.

Other Matters

The results of my auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide.*

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Management of CWC is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing my audit of compliance, I considered CWC's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, I do not express an opinion on the effectiveness of CWC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

My consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of Report

The purpose of this report on internal control over compliance is solely to describe the scope of my testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose

Greg Ogden CPA

Greg Ogden,
Certified Public Accountant
October 31, 2018

CENTRAL WASATCH COMMISSION
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
WITH INDEPENDENT AUDITOR'S REPORTS
YEAR ENDED JUNE 30, 2019

CENTRAL WASATCH COMMISSION
TABLE OF CONTENTS
JUNE 30, 2019

GREG OGDEN, CPA
1761 EAST 850 SOUTH
SPRINGVILLE, UT 84663
(801) 489-8408

MEMBER OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Honorable Chair
Members of the Commission
Central Wasatch Commission

Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities, the business-type activities, of Central Wasatch Commission (CWC) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise CWC's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

Opinions

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities of Central Wasatch Commission as of June 30, 2019, and the respective changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, I have also issued a report dated August 9, 2019, on my consideration of CWC's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CWC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CWC's internal control over financial reporting and compliance.

Greg Ogden CPA

Greg Ogden,
Certified Public Accountant
August 9, 2019

MANAGEMENT’S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Central Wasatch Commission (CWC), we offer readers of CWC's financial statements this narrative overview and analysis of the financial activities of CWC for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with the financial statements which follow this section.

Central Wasatch Commission was created with an inter-local agreement on May 30, 2017.

FINANCIAL HIGHLIGHTS

- The assets of Central Wasatch Commission exceeded its liabilities at June 30, 2019 by $1,175,711.

- The total unrestricted net position of Central Wasatch Commission decreased by $480,563 during the year ended June 30, 2019 due to no member dues being assessed in FY 2019. FY 2020 member dues are expected to be $840,000.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to Central Wasatch Commission's basic financial statements. The CWC's basic financial statements consist of two components: 1) financial statements and 2) notes to the financial statements.

CWC uses proprietary fund accounting to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. Therefore, the financial statements are designed to provide readers with a broad overview of CWC's finances in a manner similar to a private-sector business.

• *The Statement of Net Position re*presents information on all of CWC's assets and liabilities, with the difference between the two reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of CWC is improving or deteriorating.

• *The Statement of Revenues, Expenses, and Change in Net Position re*presents information showing how CWC's net position changed during the fiscal year being reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

• *The Statement of Cash Flows* shows what effect CWC's operating activities, investing activities, and financing activities had on cash flows. Cash is vital to all organizations, and this statement helps the reader understand how CWC received and used cash during the fiscal year being reported.

NOTES TO THE FINANCIAL STATEMENTS

The notes to the financial statements provide additional information that is essential for a more complete understanding of the data provided in the financial statements. The notes are an integral part of the financial statements.

FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of CWC, assets exceed liabilities by $1,175,711.

Central Wasatch Commission's assets, liabilities, and net position are shown below as of June 30:

	CWC Activities	
	2019	2018
Current and Other Assets	1,194,366	1,677,896
Current Liabilities	18,655	21,622
Net position		
Unrestricted	1,175,711	1,656,274
Total net position	1,175,711	1,656,274

Central Wasatch Commissions changes in net position are shown below for the year ended June 30:

	CWC Activities	
	2019	2018
Operating Revenues	102	1,730,020
Operating Expenses	646,465	78,654
Operating Income (Loss)	(646,363)	1,651,366
Nonoperating Revenues (Expenses)	165,800	4,908
Change in Net position	(480,563)	1,656,274
Net position Beginning	1,656,274	-
Net position Ending	1,175,711	1,656,274

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets – Central Wasatch Commission had no investment in capital assets as of June 30, 2019.

Debt Administration – Central Wasatch Commission had no debt outstanding as of June 30, 2019.

BUDGETARY HIGHLIGHTS

The original budget was for revenues of $1,243,370 and expenses of $1,243,370. The budgeted expenses remained unchanged throughout the year.

NEXT YEAR'S BUDGET

CWC's budget for the fiscal year ending June 30, 2020 includes revenues of $905,000 and expenses of $895,950.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Central Wasatch Commission's finances for all those with an interest in CWC's finances. Questions concerning any information provided in this report or requests for additional financial information should be addressed to:

Finance Director, 41 N Rio Grande St, Suite 102, Salt Lake City, UT 84101

BASIC FINANCIAL STATEMENTS

CENTRAL WASATCH COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2019

ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$	1,186,516
Accounts Receivable		1,100
Rental Deposit		6,750
TOTAL CURRENT ASSETS		1,194,366
TOTAL ASSETS		1,194,366
LIABILITIES		
CURRENT LIABILITIES		
Accounts Payable		9,374
Wages and Payroll Liabilities Payable		9,281
TOTAL CURRENT LIABILITIES		18,655
TOTAL LIABILITIES		18,655
NET POSITION		
Unrestricted		1,175,711
TOTAL NET POSITION	$	1,175,711

See the accompanying notes to the financial statements and accountant's report

CENTRAL WASATCH COMMISSION
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2019

OPERATING REVENUES		
Miscellaneous Income	$	102
TOTAL OPERATING REVENUES		102
OPERATING EXPENSES		
Salaries, Wages and Benefits		339,904
Professional Services		260,146
Operation and Maintenance		46,415
TOTAL OPERATING EXPENSES		646,465
OPERATING INCOME (LOSS)		(646,363)
NON-OPERATING REVENUES (EXPENSES)		
Interest Income		31,074
Contributions from Other Governments		134,726
TOTAL NON-OPERATING REVENUES (EXPENSES)		165,800
CHANGE IN NET POSITION		(480,563)
TOTAL NET POSITION AT BEGINNING OF YEAR		1,656,274
TOTAL NET POSITION AT END OF YEAR	$	1,175,711

See the accompanying notes to the financial statements and accountant's report

CENTRAL WASATCH COMMISSION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2019

CASH FLOWS FROM OPERATING ACTIVITES	
Receipts from Members and Miscellaneous	$ 664,002
Payments to Suppliers	(320,918)
Payments to Employees	(335,264)
NET CASH FLOWS FROM OPERATING ACTIVITIES	7,820
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Contributions from Other Governments	134,726
NET CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	134,726
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest Income	31,074
NET CASH FLOWS FROM INVESTING ACTIVITIES	31,074
NET CHANGE IN CASH AND CASH EQUIVALENTS	173,620
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,012,896
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,186,516

RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Operating Income (Loss)	$ (646,363)
Changes in Assets and Liabilities	
Accounts Receivable	663,900
Rental Deposit	(6,750)
Accounts Payable	(7,608)
Wages and Payroll Liabilities Payable	4,641
NET CASH FLOWS FROM OPERATING ACTIVITIES	$ 7,820

See the accompanying notes to the financial statements and accountant's report

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the Central Wasatch Commission (CWC) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Boards (GASB). The following is a summary of the more significant of CWC's accounting policies.

Financial Reporting Entity

Central Wasatch Commission is a separate legal entity and political subdivision of the State of Utah. It was formed by an interlocal agreement dated May 30, 2017, pursuant to the provisions of the Utah Interlocal Co-Operational Act. At June 30, 2019, CWC's membership consisted of four municipalities, two counties, one town, the State of Utah, the Metropolitan Water District of Salt Lake and Sandy, and the Utah Transit Authority (the Members). The area of focus is between I-80 and the Salt Lake County line south of Little Cottonwood Canyon. The Commission seeks to engage the public, build consensus, and coordinate the actions in the Central Wasatch Mountains. CWC's purposes include the following: 1) engage the public and collaborating with stakeholders; 2) seek transportation solutions focused on transit, walking, and biking; 3) develop visitor amenities and trails and focusing on canyon stewardship, and; 4) watershed protection.

The following governmental entities were financial contributors to CWC as of June 30, 2019:

Cottonwood Heights City	**Sandy City**
Draper City	**State of Utah**
Metropolitan Water District of Salt Lake and Sandy	**Summit County**
	Town of Alta
Salt Lake City	**Utah Department of Transportation**
Salt Lake County	

The reporting entity is comprised of the primary government and other organizations that are included to ensure that the financial statements are not misleading. The primary government of CWC consists of all funds, departments, boards, and agencies that are not legally separate from CWC.

Basis of Presentation

CWC's basic financial statements consist of a statement of net position, a statement of revenues, expenses, and change in net position, and a statement of cash flows.

The statement of net position presents the financial position of the business-type activities of CWC at year-end.

***Fund Accounting* – CWC uses a proprietary fund to maintain its financial records during the year. A fund is a fiscal and accounting entity with a self-balancing set of accounts.**

***Proprietary Funds* – Proprietary fund reporting focuses on the determination of operating income, changes in net position, financial position and cash flows. Proprietary funds are classified as either enterprise or internal service.**

NOTE 1 – (CONTINUED)

Measurement Focus

Proprietary fund types are accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets and liabilities associated with the operation of these funds are included on the statements of net position. The statement of revenues, expenses, and change in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in net position. The statement of cash flows provides information about how CWC finances and meets the cash flow needs of its proprietary activities.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Proprietary funds use the accrual basis of accounting at all reporting levels. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when the liability is incurred or the economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange or exchange-like transactions are recognized when the exchange takes place.

Revenues – Exchange Transactions **– Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value is recorded on the accrual basis when the exchange takes place.**

Revenues – Non-exchange Transactions **– Non-exchange transactions, in which CWC receives value without directly giving equal value in return, include grants and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which CWC must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to CWC on a reimbursement basis.**

Expenses/Expenditures **– On the accrual basis of accounting, expenses are recognized at the time they are incurred, if measurable.**

Assets, Liabilities and Fund Equity

Cash, cash equivalents, and investments

Cash and cash equivalents include cash on hand, demand deposits with banks and other financial institutions, and deposits in other types of accounts or cash management pools that have the general characteristics of demand deposit accounts. CWC's investment policy allows for the investment of funds in time certificates of deposit with federally insured depositories, investment in the Utah Public Treasurer's Investment Fund (Fund) and other investments allowed by the State of Utah's Money Management Act. Investments are reported at fair value. The Fund operates in accordance with state laws and regulations. The reported value of CWC's cash in the Fund is the same as the fair value of the Fund shares.

Cash equivalents are defined as short-term highly liquid investments that are both readily convertible to known amounts of cash and so near maturity that they present insignificant risk of changes in value because of changes in interest rates. Investments with maturities of three months or less, when purchased, meet this definition.

NOTE 1 – (CONTINUED)

Restricted assets

Cash which is restricted to a particular use due to statutory, budgetary or bonding requirements is classified as "restricted cash" on the statement of net position and on the balance sheets. Restricted cash would be spent first and then unrestricted resources would be used when the restricted funds are depleted. CWC had no restricted assets at June 30, 2019.

Deferred Outflows/Inflows of Resources

In addition to assets, the financial statements will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until then. CWC has no deferred outflows of resources.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until then. CWC has no deferred inflows of resources.

Fund equity

***Net Position Flow Assumptions* – CWC has established a flow assumption policy to use restricted net position first before using unrestricted net position.**

***Net Position* – The net position represents the difference between assets and liabilities. The net position component, net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. The net position is reported as restricted when there are limitations imposed on its use either through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. The balance of the net position is reported as unrestricted.**

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. Operating expenses are necessary costs incurred to provide the good or service that are the primary activity of each fund. All other revenues and expenses are classified as non-operating including investment earnings, interest expense, and the gain or loss on the disposition of capital assets.

Contributions of Capital

Contributions of capital reported in proprietary fund financial statements arise from outside contributions of capital assets (e.g. member cities), and grants or outside contributions of resources restricted to capital acquisition and construction.

Estimates and Assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results may differ from estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

Prior to the first regularly scheduled meetings of the Board in May, the Board submits a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenses and proposed sources of revenues.

Between May 1 and June 22, the Board members review and adjust the proposed budget. On or before June 22, a public hearing is held and the budget is legally adopted through passage of a resolution.

Under Utah State law, CWC's budget establishes maximum legal authorization for expenses during the fiscal year. Expenses are not to exceed the budgeted amounts, including revisions, except as allowed by the code for certain events.

Annual budgets for the proprietary fund are legally adopted by CWC and prepared on the accrual method of accounting.

NOTE 3 – CASH AND INVESTMENTS

CWC maintains cash and investment accounts. Cash accounts are not collateralized nor are they required to be by State statute. Investments are stated at cost or amortized cost, which approximates fair value.

Cash deposits and investments for CWC are governed by the Utah Money Management Act (*Utah Code Annotated*, Title 51, Chapter 7) (The Act) and by rules of the Utah Money Management Council (the Council). Following are discussions of CWC's exposure to various risks related to its cash management activities.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, CWC's deposits may not be recovered. CWC's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of CWC to be in a *qualified depository*, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. As of June 30, 2019, all of CWC's bank balances were insured.

Credit Risk

Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. CWC's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations as defined in the Act.

NOTE 3 – (CONTINUED)

CWC is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subjected to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses net of administration fees, of the PTIF are allocated based upon the participants' average daily balances.

The following are CWC's investments at June 30, 2019:

Investment Type	Fair Value
State of Utah Public Treasurer's Investment Fund (PTIF)	$ 1,170,981

The deposits and investments described above are included on the statement of net position as per the following reconciliation:

Deposits	$ 15,535
Investments	1,170,981
Total	$ 1,186,516
Cash and Cash Equivalents	$ 1,186,516
Total	$ 1,186,516

NOTE 4 – PENSION PLANS

General Information about the Pension Plan

Plan Description: Eligible plan participants are provided with pensions throughout the Utah Retirement Systems (URS). The Utah Retirement Systems are comprised of the following pension trust funds:

Defined Benefit Plans

- **Public Employees Noncontributory Retirement System (Noncontributory System); is a multiple employer, cost sharing, public employee retirement system.**

- **Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System) is a multiple employer, cost sharing, public employee retirement system.**

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

NOTE 4 – (CONTINUED)

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the URS Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S., Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

Benefits Provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

Summary of Benefits by System

System	Final Average Salary	Years of service Required and/or age eligible for benefit	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years any age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

*with actuarial reductions
**All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contribution Rate Summary: As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2019 are as follows:

Utah Retirement Systems

	Employee	Employer
Noncontributory System		
15 - Local Governmental Division Tier 1	N/A	18.47%
Tier 2 DC Only		
211 Local Government	N/A	6.69%

Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

Additional information regarding pension contributions and net pension liability will be available in future financial statements. The Utah Retirement System was unable to provide the specific information regarding pensions for Central Wasatch Commission as they had not been members of the pensions systems for a full year by the end of June 30, 2019.

NOTE 5 - ECONOMIC DEPENDENCY

CWC depends upon the continued financial support of Members. The Members have committed to remit funds sufficient to cover the operating expenses of CWC.

NOTE 6 – RISK MANAGEMENT

CWC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. CWC has not yet obtained liability insurance and therefore, currently retains all risks. No claims have been paid in the current or prior three years.

NOTE 7 – SUBSEQUENT EVENTS

In preparing these financial statements, CWC has evaluated events and transactions for potential recognition or disclosure through August 9, 2019, the date the financial statements were available to be issued.

GOVERNMENT AUDITING STANDARDS REPORT

GREG OGDEN, CPA
1761 EAST 850 SOUTH
SPRINGVILLE, UT 84663
(801) 489-8408

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Chair
Members of the Commission
Central Wasatch Commission

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Central Wasatch Commission (CWC), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise CWC's basic financial statements and have issued my report thereon dated August 9, 2019.

Internal Control over Financial Reporting

In planning and performing my audit of the financial statements, I considered CWC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CWC's internal control. Accordingly, I do not express an opinion on the effectiveness of CWC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CWC's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Greg Ogden CPA

Greg Ogden
Certified Public Accountant
August 9, 2019

STATE COMPLIANCE REPORT

GREG OGDEN, CPA
1761 EAST 850 SOUTH
SPRINGVILLE, UT 84663
(801) 489-8408

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE*

Honorable Chair
Members of the Commission
Central Wasatch Commission

REPORT ON COMPLIANCE WITH GENERAL STATE COMPLIANCE REQUIREMENTS

I have audited Central Wasatch Commission's (CWC) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide,* issued by the Office of the Utah State Auditor, that could have a direct and material effect on CWC for the year ended June 30, 2019.

State compliance requirements were tested for the year ended June 30, 2019 in the following areas:

Budgetary Compliance
Fund Balance
Utah Retirement Systems
Open and Public Meetings Act
Public Treasurer's Bond

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

My responsibility is to express an opinion on CWC's compliance based on my audit of the state compliance requirements referred to above. I conducted my audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about CWC's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances.

I believe that my audit provides a reasonable basis for my opinion on compliance for each state compliance requirement referred to above. However, my audit does not provide a legal determination of CWC's compliance with those requirements.

Opinion on Compliance

In my opinion, Central Wasatch Commission complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2019.

Other Matters

The results of my auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide.*

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Management of CWC is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing my audit of compliance, I considered CWC's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, I do not express an opinion on the effectiveness of CWC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

My consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of Report

The purpose of this report on internal control over compliance is solely to describe the scope of my testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose

Greg Ogden CPA

Greg Ogden,
Certified Public Accountant
August 9, 2019

ITEMS:	2017 - 2018 Budget	2017 - 2018 Actual	Audit: 2017 - 2018
Income:			
Memberships	1,850,000	1,730,020	1,730,020
Interest Earnings	10,000	4,908	4,908
In-Kind Contributions	0	300,000	300,000
Total Income:	1,860,000	2,034,928	2,034,928
Expenses:			
Salaries	75,000	8,940	
Benefits	33,750	1,170	
Total Personnel:	108,750	10,110	10,110
Operating and Maintenance:	150		
Public Notices	750	218	218
Printing	750		
Total Operating & Maintenance	1,650	218	218
Charges for Service:			
Rent	24,720	8,240	
Utilities	1,800		
Cell Phone	450		
Computer/Software	3,000	213	
Office Supplies	2,000	396	
Mileage	1,125	1,975	
Events, Workshops	1,125		
Legal Support	15,000	23,403	
Insurance	5,500		
Financial support	10,000	4,092	
Outreach/website	12,000		
Consulting fees	21,702	30,005	
Total Charges for Service:	98,422	68,324	68,324
Projects:			
Technical consulting expense	200,000		
Grant disbursements	300,000		
Federal Legislation	96,000		
Environmental Dashboard	60,000		
Total Projects:	656,000		
In Kind bus fares UTA		200,000	-200,000
Legal In Kind Services		100,000	-100,000
Total Projects:		300,000	-300,000
Total Expenses:	864,822	378,652	78,652
Net Position end of fiscal year:	995,178	1,656,274	1,656,274

Who Paid: 2017 - 2018 Actual:		when:	
Metro Water	100,000	11/6/2017	1 year
Salt Lake County	190,000	12/8/2017	for 2 years: does SLCO owe $10,000?
Summit County	50,000	1/2/2018	1 year
Draper City	60,000	1/2/2018	1 year
Sandy City	200,000	1/2/2018	for 2 years
Town of Alta	15,000	1/5/2018	1 year
Draper City	60,000	1/10/2018	1 year
State of Utah	100,000	1/12/2018	for 2 years: UDOT
Cottonwood Hts	50,000	1/30/2018	For'
Cottonwood Hts	50,000	2/1/2018	2 years
Park City	190,000	2/1/2018	2 years: $95,000 per year
Salt Lake City	400,000	2/1/2018	2 years
Town of Alta	15,000	2/1/2018	1 year
Summit County	50,000	2/23/2020	2nd year : 2019-2020 outstanding
Salt Lake County	200,000	3/23/2018	2nd year
Salt Lake County	20	11/6/2017	? not sure what this was for - Dave posted
Total Income:	1,730,020		per audit

June 30, 2018	
Utah Public Treasurer's	
Investment	
Fund Amount:	754,908

Notes: Central Wasatch Commission organizing meeting: July 2017

First budget developed for CWC: 2017 - 2018 (July 1, 2017 - June 30, 2018 fiscal year)

From Mountain Accord Final Report dated September 2016 to July 20 17 accounts, contracts and finances

were handled by SLC/SLCO/Sandy/WFRC/CH

Executive Director: Ralph Becker/hired June 6, 2018 Resolution 2018-09

Who paid what and when from two sources: (1)	Mtn. Accord document	February 2016

in which individual members pledged support, as shown and signed, for a three year period of time:

which would be 2017 - 2018, 2018 - 2019, 2019 - 2020; and

(2) Dave Sanderson's invoices sent report and paid/deposited report

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
2019-20 City Manager's Recommended Budget
(A) Public Hearing (B) Continue to June 11, 2020

Suggested Action:

Attachments:
FY 2020 & FY 2021 Capital Budgets Staff Report

Exhibit A: Capital Improvement Deferred Projects FY 20 & FY 21

Exhibit B: Water Capital Improvement Projects Update FY 21

Exhibit C: Transportation CIP Deferred Projects FY20 & FY21

Exhibit D: 5 Year Transportation CIP Project List

City Council
Staff Report

PARK CITY 1884

Subject: Fiscal Year 2020 & 2021 Capital Budgets
Author: Jed Briggs & Erik Daenitz
Department: Budget
Date: May 21, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing on the Amended Budget for FY20 and Tentative Budget for FY21, including the recommended 5-year Capital Improvement Plan (CIP). The Tentative FY21 Budget was presented and adopted by City Council on May 14, with the Final Budget expected to be adopted on June 18.

Staff recommends a series of proposed capital project deferrals for FY20 and FY21, necessary to balance the respective budgets.

Finally, Council should provide direction on any recommended changes to the Final Budget and the 5-year CIP.

Background

Park City Municipal implemented the City's Recession Plan in response to COVID-19 and a revenue shortfall. One component was the decision to defer $1M in capital projects within FY20, and another $1.7M in capital projects within FY21. A detailed summary of the projects is provided in Exhibit A.

Additionally, for a few projects, staff recommends a comprehensive budget update to better align realistic project timelines with future fiscal years of when funds may actually be spent. This required a considerable amount of work to reinforce the accuracy and timeliness of our capital budget expenditure projections.

Analysis

DEFERRED CAPITAL PROJECTS

The strategy for choosing which capital projects to defer was based on the following criteria: revenue source flexibility (General Fund, sales tax, federal grant, etc.), project importance and status, manager input, and YTD expense burn rate.

FISCAL YEAR 2020

The chart below comprises capital projects and proposed amounts for deferral. Please see further detail in Exhibit A.

Capital Project	Remaining 2020 Balance	Amount to Defer	CIP Score	Manager
CP0378 Legal Software for Electronic Document M	$35,000	$35,000	17.59	**Robertson**
CP0400 Guardrail Royal Street and DVD	$38,531	$38,531	18.94	**Robertson, J.**
CP0338 Council Chambers Advanced Technology Upg	$16,000	$16,000	19.11	**Robertson**

CP0292 Cemetery Improvements	$27,014	$27,014	19.28	**Fisher**
CP0335 Engineering Small Projects Fund	$9,570	$9,570	19.59	**Robertson, J.**
CP0445 Add Uphill Marsac Gate Above Chambers Av	$50,000	$50,000	19.7	**Robertson, J.**
CP0332 Library Technology Equipment Replacement	$98,717	$98,717	19.88	**Robertson**
CP0348 McPolin Barn Seismic Upgrade	$4,970	$4,970	20.28	**Twombly**
CP0003 Old Town Stairs	$21,276	$21,276	20.53	**Twombly**
CP0339 Fiber Connection to Quinn's Ice & Water	$15,777	$15,777	21.66	**Robertson**
CP0061 Economic Development	$66,268	$66,268	22.41	**Weidenhamer**
CP0361 Land Acquisition/Banking Program	$274,845	$274,845	25	**Glidden**
CP0432 Office 2016 Licenses	$116,488	$116,488	25.42	**Robertson**
CP0041 Trails Master Plan Implementation	$31,481	$31,481	25.5	**Twombly**
CP0020 City-wide Signs Phase I	$40,513	$40,513	25.53	**Weidenhamer**
CP0146 Asset Management/Replacement Program	$1,520,515	$152,051	26.53	**Dayley**
CP0401 Downtown Projects Plazas	$60,605	$60,605	27.53	**Twombly**
Total	**$2,427,570**	**$1,059,107**		

FISCAL YEAR 2021

In FY21, staff recommends deferring another $1.7M of capital projects into FY22 or later. The list below comprises the capital projects and proposed amounts for deferral. Please see further detail in Exhibit A. The largest is the recommendation to delay Park Avenue Reconstruction and several asset management funds.

Capital Project	2020 Base + Carry Forward Post 2020 Deferrals	2021 Budget	Amount to Defer	CIP Score	Manager
CP0186 Energy Efficiency Study -City Facilities	$8,206	$0	$8,206	**20.53**	**Cartin**
CP0414 Timekeeping Software Upgrade	$10,000	$0	$10,000	**21.44**	**Robertson**
CP0329 Main Street Infrastructure Asset Mgmt.	$530,503	$100,000	$499,310	**21.66**	**Dayley**
CP0385 Park Avenue Reconstruction	$2,080,000	$2,410,000	$747,100	**21.78**	**Robertson, J.**
CP0146 Asset Management/Replacement Program	$1,789,331	$552,709	$221,084	**23.28**	**Dayley**
CP0036 Traffic Calming	$84,761	$10,000	$10,000	**23.53**	**Robertson, J.**
CP0397 Vehicle and Equipment Replacement	$50,000	$0	$25,000	**24.5**	**McAffee**
CP0075 Equipment Replacement - Computer	$783,460	$320,600	$125,462	**24.63**	**Robertson**
CP0236 Triangle Property Environment Remediation	$99,779	$0	$99,779	**24.96**	**Robertson, J.**
Total	**$5,436,040**	**$3,393,309**	**$1,745,941**		

WATER FUND – FIVE-YEAR CAPITAL IMPROVEMENT PLAN

The Budget and Water departments partnered to holistically cleanup and consolidate Water fund capital project budgets. Staff notes that total overall Water fund capital project budgets have not changed. Specific project budgets were combined in order to provide transparency and clarity to Water projects that are active and funded. Additionally, completed capital projects with small remaining balances are recommended to be closed out. Council will note that in the FY21 Budget CIP Report, multiple water projects show adjustments. A full view of adjustments through FY24 is available in Exhibit B.

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment
CP0389 MIW Treatment	**$8,303,517**	**$16,215,506**	**$11,009,347**	**$29,762,816**	**$5,950,000**
CP0007 Tunnel Maintenance			-$1,450,000		$0
CP0276 Water Quality Study			-$250,000		-$200,000
CP0303 Empire Tank Replacement			-$153,643		-$750,000
CP0354 Streets and Water Maintenance Building			-$1,861,551		$0
CP0373 Operational Water Storage Pond			-$4,700,000		$0
CP0442 MIW Offsite Improvements			-$2,594,153		-$5,000,000
Total of Consolidated Budget Adjustments for MIW Treatment			**-$11,009,347**		**-$5,950,000**
CP0390 QJWTP Treatment Upgrades	**$225,952**	**$1,150,000**	**$3,791,221**	**$0**	**$0**
CP0069 Judge Water Treatment Improvements			-$926		$0
CP0140 Emergency Power			-$150,000		$0
CP0141 Boothill Transmission Line			-$28,107		$0
CP0181 Spiro Building Maintenance			-$80,665		$0
CP0240 Quinn's Water Treatment Plant			-$43,651		$0
CP0304 Quinn's Water Treatment Plant Asset Repl			-$1,000,000		$0
CP0341 Regional Innterconnect			-$730,000		$0
CP0354 Streets and Water Maintenance Building			-$797,807		$0
CP0391 QJWTP Capacity Upgrades			-$844,665		$0
CP0394 QWTP Energy Projects			-$115,400		$0
Total of Consolidated Budget Adjustments for QJWTP Treatment Upgrades			**-$3,791,221**		**$0**
CP0371 C1 - Quinns WTP to Boothill - Phase 1	**$3,710,307**	**$3,300,000**	**$740,000**	**$0**	**$1,850,000**
CP0040 Water Dept Infrastructure Improvement			$740,000		$1,850,000
Total of Consolidated Budget Adjustments for CP0371			**$740,000**		**$1,850,000**
CP0178 Rockport Water, Pipeline, and Storage	**$264,971**	**$1,307,554**	**$318,962**	**$1,307,554**	**$151,146**
CP0277 Rockport Capital Facilities Replacement			-$318,962		-$151,146
Total of Consolidated Budget Adjustments for CP0178			**-$318,962**		**-$151,146**
CP0342 Meter Replacement	**$302,672**	**$350,000**	**$397,076**	**$150,000**	**$0**
CP0070 Meter Reading Upgrade			-$4,036		$0
CP0392 Distribution Zoning Meters			-$393,040		$0
Total of Consolidated Budget Adjustments for Meter Replacement			**-$397,076**		**$0**

CP0040 Water Dept Infrastructure Improvement	**$1,871,485**	**$900,000**	**-$153,195**	**$945,000**	**-$1,537,000**
CP0081 OTIS Water Pipeline Replacement			-$543,334		-$300,000
CP0273 Landscape Water Checks			-$5,575		-$2,000
CP0371 C1 - Quinns WTP to Boothill - Phase 1			$740,000		$1,850,000
CP0275 Smart Irrigation Controllers			-$5,647		-$1,000
CP0301 Scada and Telemetry System Replacement			-$32,249		-$10,000
Total of Consolidated Budget Adjustments forCP0040			**$153,195**		**$1,537,000**

TRANSPORTATION

Due to the Covid-19 pandemic and the dramatic reduction in sales tax revenue, the Park City Budget Department forecasts FY21 transportation revenue down $5.4 million than pre-pandemic forecasts. Transit operations will immediately reduce operating expenses by $1.2 million, and the balance of the $4.2 million will come from reductions in capital projects ($2.7M) and the Emergency Relief funds from existing awarded 5311 operating grant funds through UDOT. Staff identified several projects that could either be closed out or pushed to future years in order to bridge the financial gap.

Council may note in this report that the total capital transportation budgets are adjusted down for FY20 by $8.9M and $1.9M for FY21. Clearly, these numbers go beyond the planned $2.7M in capital cuts/deferrals that have been discussed with Council. This was done to clean up project budgets to match more accurate timelines by fiscal year. In FY20, it's recommended to re-align project expense budgets down by $6.2M, due to anticipated revenues (mostly grants) into future years.

This same strategy is being applied in FY21, by adjusting down project budgets by $6.9M. The bus replacement project takes up the majority of this decrease, which is not anticipated until at least FY22. Staff is also recommending to adjust budgets up by $5M to align with project timelines for projects such Quinn's P/R and bus stop enhancements at Fresh Market and Park Avenue Condos amongst others. The total adjustment down for FY21 capital projects then is $1.9M.

Please see these transportation specific projects and overall adjustments in Exhibit C.

HIGHLIGHTED CHANGES BETWEEN TENTATIVE AND FINAL BUDGETS

Staff is recommending further changes to the 5-year Capital Improvement Plan beyond what is found in the adopted Tentative Budget. The Tentative Budget capital changes were mostly focused on deferring or closing out projects based off of the projected revenue shortfall.

Due to time constraints, the Budget Department was unable to get all the changes into the budget before adoption. These changes will be reflected and catalogued in the Final Budget for June 18. The changes recommended below are primarily directed toward small technical adjustments to the capital budget to reflect current project timelines and models.

OPEN SPACE ACQUISITION AND IMPROVEMENTS (TREASURE HILL & ARMSTRONG)

In April 2020, Park City Municipal issued a 2020 General Obligation bond in the amount of $9.7M, of which $5.5M was directed toward refunding Park City's callable 2009 GO and 2010B

GO bonds. Additionally, $3.55M is directed toward reimbursing the City's contribution toward the purchase of the Armstrong Snow Ranch Pastures open space land through CP0306 Open Space Acquisition. Lastly, remaining proceeds from bonds that are directed toward open space are reserved and required for trail development and maintenance on the newly acquired open space. Proceeds of approximately, $1M remain.

To that end staff recommends the following budget:

- $400k be added to the Open Space Improvements project for future maintenance and trail development of the Armstrong open space
- $605k continue to be reflected to the Treasure Hill project for future maintenance and trail development of the Treasure Hill open space (note, this is already budgeted in the Treasure Hill project, staff simply needs to update the coded revenue source as technical adjustment mentioned above)
- Additional funding is intended for:
    - **Trailhead Infrastructure (Treasure Hill & Armstrong)** - Current Estimates of the new trailhead and associated infrastructure are approximately $40k. Maintenance efforts, including trash removal and mutt mitt stations will be absorbed into current operations.
    - **6th Street Stairs** - 6th Street Stair connections to the Treasure Hill open space are proposed and planned under previous guidance from Council
    - **Additional Improvement Items (Treasure Hill & Armstrong)** - Amounts associated with this item are intended for forest health, wildfire defense, tree management, etc.

ARTS & CULTURE

Similar to the affordable housing pipeline, staff has created a financial strategy cash flow model and intends to update Arts & Culture FY20 and FY21 budgets to align more closely with this strategy. In FY21, staff is recommended to adjust up this project to match planned expenses by $676k from pre-established revenue sources. Yet, as arts and culture planning continues to develop, staff recommends leaving budgets beyond FY21 "as-is" for the moment. Staff will revisit Arts & Culture budget projections with Council during the 60-90 day provisional budget period.

PROPOSED STRATEGY TO FUND EXPANDED EMERGENCY CONTINGENCY

City Council directed the Budget department to expand the funds reserved in Emergency Contingency by an additional $250k to a total of $500k for future COVID-19 related relief programs. To that end, the Budget department has examined additional capital projects and operational restrictions to implement. Staff recommends deferring a planned capital project ($200k) to Dredge Prospector Pond, and additional savings from personnel and labor expenditures ($50K).

POTENTIAL FOR ADDITIONAL CAPITAL DEFERRALS

Through the course of the budget process, the City Manager and staff have reiterated the uncertainty of Park City Municipal revenues in light of the COVID crisis. To that end, the Council had asked staff about the potential for further capital project deferrals. While not currently recommended, staff has developed an initial list of potential further capital project deferrals that are flexibly funded below, and likely to be included in the next round of reductions should the COVID-19 impacts continue at today's levels.

Additional Flexibly Funded Capital Projects					
Capital Project	Remaining Balance as of FY 2020	FY 2021 Budget	FY 2021 Available for Deferral	CIP Score	Manager
CP0142 Racquet Club Program Equipment Replacement	$150,919	$65,000	$215,919	**19.17**	Fisher
CP0089 Public Art	$318,000	$0	$318,000	**19.33**	Everitt
CP0353 Remote snow storage site improvements	$74,898	$0	$74,898	**19.61**	Dayley
CP0280 Aquatics Equipment Replacement	$24,554	$15,000	$39,554	**20.14**	Fisher
CP0248 Middle Silver Creek Watershed	$234,297	$0	$234,297	**20.31**	Cartin
CP0017 ADA Implementation	$73,568	$5,000	$78,568	**20.72**	Robertson, J.
CP0217 Emergency Management Program	$33,477	$0	$33,477	**21.25**	Daniels
CP0339 Fiber Connection to Quinn's Ice & Water	$15,777	$0	$15,777	**21.78**	Robertson
Total			**$1,010,490**		

Exhibits

A – CIP Deferred Projects FY20 & FY21
B – Water CIP Update FY21
C – Transportation CIP Deferred Projects FY20 & FY21
D – Transportation CIP Project List
E – 5-year Capital Improvement Plan Report – p. 43 (Link)

Projects - Recommended for Deferral - FY20

Project	Funding Source	Manager	Description	YTD Actual	2020 Base + Carry Forward	% of 2020 Base + Carry Forward Spent	2020 Amount to Defer	CIP Process Score	Comments
CP0378 Legal Software for Electronic Document M	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	During the past two years, legal staff has researched a few software storage companies to fit the needs of the department with eliminating hard files that can be effortlessly converted over to an efficient paperless system (electronically). The Legal Staff has decided to begin converting over with the Prosecution Program first and is anticipating moving in the same direction at a later time for all civil litigation files and project files.	$0	$35,000	0%	**$35,000**	17.59	Marked as option for deferral by Legal and Technology departments
CP0400 Guardrail Royal Street and DVD	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	A recent slide off accident on the road bend nearest to Snow Park highlighted the concern that the road was not designed correctly. Additionally, a request has been made to install guardrail along the first bend in Royal Street above The Trees Condominiums	$61,025	$99,556	61%	**$38,531**	18.94	Project is completed. No further invoices will be paid on this project and we can utilize remainder.
CP0338 Council Chambers Advanced Technology Upg	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	This project provides for significant technology upgrades to the Council Chambers area to allow for public audio and video feeds. This supports flexibility and multipurpose use of the area. Also, this allows for the improved recording and zone acoustics. This project addresses the structural limitations of the room requiring concrete cuts and conduit.	$0	$16,000	0%	**$16,000**	19.11	Project complete, was paid for out of department operating budget and can utilize remainder
CP0292 Cemetery Improvements	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Fisher	City Council has an interest in developing a head stone replacement and restoration program for the cemetery. There is also an interest in using ground penetrating radar to see if the southwest corner of the cemetery can be reclaimed.	$0	$27,014	0%	**$27,014**	19.28	Non-essential per City Manager
CP0335 Engineering Small Projects Fund	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Small Project Funds – This project will address small projects around town which currently Hiding the transformer installed on 2nd street and engergize the overhead light at the intersection of Manor and Empire and energize the lights on the 8th Street stairs between Woodside and Park, and bridge evaluations. The purpose of completing these projects is to keep our image polished.	$375	$9,945	4%	**$9,570**	19.59	This project was set up to perform small projects identified by the Department throuought the year similar to project identified by the NTMP. The existing fund balance of $9,570 could be used to perform some of the work if needed.
CP0445 Add Uphill Marsac Gate Above Chambers Av	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	The existing gates on Marsac have been closed numerous times over the last few years. This request is to add another gate southbound just south of Chambers Street so cars can turn around onto Chambers street instead of drivind 1/2 mile up to the existing gates. this project would also add a gate just north of Guardsman Connection so the Police no longer need to direct traffic when the gates are closed.	$0	$50,000	0%	**$50,000**	19.7	This project will relocate the gates located on Marsac further north to Chambers Avenue. The reason for this project was to stop cars in an area that they can safely and easily turnaround head back north if the gates were lowered due to excessive snowfall further up this steeper section of Marsac. The increase in delay of $1,500 to the project is assuming a 3% increase to labor and materials should the project be delayed for a year.
CP0332 Library Technology Equipment Replacement	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	***THIS REQUEST IS BEING COSIDERED FOR BEING COMBINED WITH THE COMPUTER REPLACMENT CIP. In 2014, Council approved a Library facility remodel that included operational enhancements and public space for a digital media and technology lab. This CIP servers as a fund to replace aging technology not eligible under the Computer Replacement Fund.	$15,368	$114,085	13%	**$98,717**	19.88	Indicated by Project Manager as option for deferral
CP0348 McPolin Barn Seismic Upgrade	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	The existing structure is currently inadequate to resist snow loads, wind loads and high seismic loads required by local building codes. There are several structural deficiencies with the general framing of the building that should be repaired. The connection of the floor beams to the exterior wood post needs to be strengthened, the gable walls need to be stiffened and the floor framing at the stairs need to be strengthened. The gable walls need to be stiffened and the floor framing at the stairs needs to be strengthened. Under design snow loads, the roof structure is highly over stressed. One of the 2014 top priorities for City Council is historic preservation. The McPolin farm is considered a historic icon in the entryway corridor to Park City. If it falls down we'll all be in trouble. Staff and the FOF Committee feel that the City should also make the barn available for small tours while they are in the process of the stabilization. The first $800,000 request was a guesstimate. We still do not have definitive cost but we have a better cost estimate at this time which puts the project at $1,023,972. A survey and project description will go to Council February 25, 2016. Definitive project costs will be determined by the Construction Manager by March 2016. Tenative project schedule April 2016 - August 2016.	$0	$4,970	0%	**$4,970**	20.28	Project is complete, we can utlize any remainder
CP0003 Old Town Stairs	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	An ongoing program to construct or reconstruct stairways in the Old Town Area. Stairways that are in a dilapidated condition beyond effective repair are replaced. Most of the stair projects include retaining walls, drainage improvements and lighting. Like trails, the priority depends on factors such as adjacent development, available easements, community priority and location. Funding comes largely from RDAs so most funding is restricted for use in a particular area. Tread replacements are planned beginning with the oldest in closest proximity to Main Street. New sets proposed include 9th St. with three new blocks at $300,000 (LPARDA);10th St. with 1 new block at $100,000 (LPARDA);possible improvements to Crescent Tram pending resolution of the current parcel discussions (no identified funding); Reconstruct 3rd St, 4th St, 5th St, others as prioritized (Main St RDA). See also Project #722.	$0	$21,276	0%	**$21,276**	20.53	Delay General Fund portion of stairs funding per Project Manager
CP0339 Fiber Connection to Quinn's Ice & Water	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	Recently a grant was approved by RAB (Recreation Advisory Board) to assist with the construction of a fiber network to be extended to the ICE arena. This will improve communication services and address performance issues with the existing radio network.	$0	$15,777	0%	**$15,777**	21.66	Delay per City Manager
CP0061 Economic Development	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	The project was created to provide "seed money" towards public/private partnership ideas. These expenditures are a result of the beginning stages of economic development plan.	$0	$66,268	0%	**$66,268**	22.41	Delay per City Manager
CP0361 Land Acquisition/Banking Program	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Glidden	This request is for funding for feasibility and land acquisition for future development. Several potential sites have been identified. As the City begins an aggressive housing development program, it will be necessary to have a source of funding for future land acquisition to respond to new opportunities. Land acquisitions may be done in tandem with open space purchases.	$0	$274,845	0%	**$274,845**	25	Delay per City Manager
CP0432 Office 2016 Licenses	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	TITLE: Office 2016 The City's current Office software suite's end-of-support will occur in 2020 and will not meet security and software standards. This request supports the purchase of the latest Office versions.	$0	$116,488	0%	**$116,488**	25.42	Option to delay per Project Manager
CP0041 Trails Master Plan Implementation	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	Existing Funds will be utilized to construct the following trails and infrastructure: Prospector connection, April Mountain Plan, Historic trail signage and Daly Canyon connections. Additionally, Phase III trailheads at April Mountain and Meadows Dr. East. Requested funds for future FY include projects associated with continuation of trail connectivity as outlined in the Trails Master Plan and those identified in the PC Heights MPD, more specifically identified as Phase I and II of the Quinn's Park and Ride connections. Easements have been secured for these pathways. Staff will utilize local and state grants to off set costs associated with these connections.	$119,060	$150,541	79%	**$31,481**	25.5	Project Manager cited goal to use grant funding where available + input to delay per City Mannager
CP0020 City-wide Signs Phase I	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	Funded in FY02 - Continue to coordinate and install way-finding and directional signs throughout the City.	$640	$41,153	2%	**$40,513**	25.53	Delay per City Manager
CP0146 Asset Management/Replacement Program	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Dayley	Money is dedicated to this account for asset replacement. The replacement/repair schedule was created in FY 07 for Building replacement. Plan was updated in FY 13 and will be updated again in FY18.	$420,868	$1,941,383	22%	**$152,051**	26.53	Delaying 10% is feasible per Project Manager and City Manager
CP0401 Downtown Projects Plazas	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Twombly	This is for the Miner's and Brew Pub (Main Street) Plazas. It separates those 2 projects from the remainder of the Main Street Improvement projects.	$0	$60,605	0%	**$60,605**	27.53	Delay per City Manager
						Total	**$1,059,107**		

Projects - Recommended for Deferral - FY21														
Project	**Funding Source**	**Manager**	**Description**	**Mentioned by Project Manager as Candidate to Defer?**	**2020 YTD Actual**	**Carry Forward**	**2020 Budget**	**2020 Base + Carry Forward Post 2020 Deferrals**	**% of 2020 Base + Carry Forward Spent**	**2021 Budget**	**2021 Amount to Defer**	**Remaining Balance Post 2020 and 2021 Deferrals**	**CIP Process Score**	**Comments**
CP0186 Energy Effeciency Study -City Facilities	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Cartin	Data management for all municipal utilities. This tool will expedite carbon foot printing and better identify energy and cost saving opportunities.	Yes	$0	$21,276	$0	$8,206	0%	$0	**$8,206**	**$0**	20.53	Proposed to defer per balanced approach across department flexible funding sources.
CP0414 Timekeeping Software Upgrade	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	The City's time-keeping system requires an upgrade. This fund will go towards software-hardware and potentially in conjunction with any payroll or time system enhancements.	Yes	$0	$35,000	$0	$10,000	0%	$0	**$10,000**	**$0**	21.44	Highlighted by project manager as a project that can be deferred with minimal to no impact. Strategy is to defer all project carry forward.
CP0329 Main Street Infrastructure Asset Managem	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Dayley	This Funding is dedicated for replacement and maintenance to the Main Street Improvement program	Yes	$31,365	$15,777	$0	$530,503	6%	$100,000	**$499,310**	**$131,192**	21.66	This onetime deferral is feasible per project manager. Granite Main Street curbs that funds were originally designed to support are proving much more durable than originally planned. However, we have irrigation upgrades underway for many of the plazas, garages in Swede Alley and Main Street requiring a portion of the fund. An estimated 50-65K is needed to continue with immediate ongoing projects. If the funds are eliminated entirely, it will have long-term impacts on service levels to Main Street.
CP0385 Park Avenue Reconstruction	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Robertson, J.	Park Avenue utility infrastructure has deteriorated and is in need of replacement. By the time the utlities are replaced, the road will be non-existent and will need to be completely rebuilt. This project will take two summers to construct.	Yes	$0	$99,556	$0	$2,080,000	0%	$2,410,000	**$747,100**	**$3,742,900**	21.78	Deferring a portion of project budget is feasible per projec manager and will still allow project to go forward. Aligns with current project timelines more closely. Recommended plan is to continue with design work in 2021 and defer portion of budget into 2022.
CP0146 Asset Management/Replacement Program	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Dayley	Money is dedicated to this account for asset replacement. The replacement/repair schedule was created in FY 07 for Building replacement. Plan was updated in FY 13 and will be updated again in FY18.	Yes	$420,868	$16,000	$0	$1,789,331	22%	$552,709	**$221,084**	**$2,120,957**	23.28	Balance has been accruing on this project and project manager has indicated that it is feasible to defer a portion of this budget forward while balancing maintenance need on city facilities.
CP0036 Traffic Calming	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Over the last few years residents have expressed concerns with the spee and number of vehicles, safety of children and walkers. The interest of participation for traffic calming has come in from all areas of town. Fundin covers traffic studies, signage, and speed control devices.	No	$489	$27,014	$0	$84,761	1%	$10,000	**$10,000**	**$84,761**	23.53	This project is used to pay for items projects identified by the NTMP. There is no anticipated impact in delaying or not using these funds to increase the balance for FY21. The only potential impact would be if items/projects identified in the NTMP exceeded the current available balance. That is very unlikely to happen. There is enough fund balance to cover potential items in FY 2021 therefore manager proposes the deferral of $10,000 for FY21 budget.
CP0397 Vehicle and Equipment Replacement	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	McAffee	Replacement for storm water equipment and vehicles.	Yes	$0	$9,945	$0	$50,000	0%	$0	**$25,000**	**$25,000**	24.5	Project manager indicates no material impact if 50% of project carryforward is deffered into future fiscal years.
CP0075 Equipment Replacement - Computer	038476 EQUIP RPLCMNT FUND * TRANSFER FROM GENERAL FUND - EQUIPMENT	Robertson	The computer replacement fund supports replacement of compute equipment and support infrastructure including network, servers, and climate control systems. However, replacement decisions are driven by technological advancements, software requirements, and obsolescence. 2019+ Requests: Approximate $15k for: This additional funding request supports organizational growth and technology changes to address future asset replacement cycles. This includes computer, server and network assets	Yes	$316,450	$0	$50,000	$783,460	40%	$320,600	**$125,462**	**$978,598**	24.63	Highlighted by project manager as a potential project to defer. However, any deeper deferral amount has the potential to impact levels of service surrounding organizational computing capabilities, elevated levels of support needs and potential business disruptions.
CP0236 Triangle Property Environmental Remediat	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Cost associated with the assessment and closure of the property through the Utah Voluntary Clean-up program.	Yes	$0	$4,970	$0	$99,779	0%	$0	**$99,779**	**$0**	24.96	The need for these dollars is no longer necessary this fiscal year or in the future per project manager. Recommendation from project manager is to roll into drai project in future if possible.
									Total		**$1,745,941**	**$7,083,408**		

Water Fund - Key Capital Project Consolidations												
Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment	Total 5 year CIP
CP0389 MIW Treatment	**$8,303,517**	**$16,215,506**	**$11,009,347**	**$29,762,816**	**$5,950,000**	**$25,000,000**	**$3,200,000**	**$10,400,000**	**$200,000**	**$0**	**$0**	**$101,737,669**
CP0007 Tunnel Maintenance			-$1,450,000		$0		$0		$0		$0	
CP0276 Water Quality Study			-$250,000		-$200,000		-$200,000		-$200,000		$0	
CP0303 Empire Tank Replacement			-$153,643		-$750,000		$0		$0		$0	
CP0354 Streets and Water Maintenance Building			-$1,861,551		$0		$0		$0		$0	
CP0373 Operational Water Storage Pond			-$4,700,000		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements			-$2,594,153		-$5,000,000		-$3,000,000		$0		$0	
Total of Consolidated Budget Adjustments for MIW Treatment			**-$11,009,347**		**-$5,950,000**		**-$3,200,000**		**-$200,000**		**$0**	
CP0390 QJWTP Treatment Upgrades	**$225,952**	**$1,150,000**	**$3,791,221**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,941,221**
CP0069 Judge Water Treatment Improvements			-$926		$0		$0		$0		$0	
CP0140 Emergency Power			-$150,000		$0		$0		$0		$0	
CP0141 Boothill Transmission Line			-$28,107		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance			-$80,665		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant			-$43,651		$0		$0		$0		$0	
CP0304 Quinn's Water Treatment Plant Asset Repl			-$1,000,000		$0		$0		$0		$0	
CP0341 Regional Innterconnect			-$730,000		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building			-$797,807		$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades			-$844,665		$0		$0		$0		$0	
CP0394 QWTP Energy Projects			-$115,400		$0		$0		$0		$0	
Total of Consolidated Budget Adjustments for QJWTP Treatment Upgrades			**-$3,791,221**		**$0**		**$0**		**$0**		**$0**	
CP0371 C1 - Quinns WTP to Boothill - Phase 1	**$3,710,307**	**$3,300,000**	**$740,000**	**$0**	**$1,850,000**	**$0**	**$1,110,000**	**$0**	**$0**	**$0**	**$0**	**$7,000,000**
CP0040 Water Dept Infrastructure Improvement			$740,000		$1,850,000		$1,110,000		$13,000		$13,000	
Total of Consolidated Budget Adjustments for CP0371			**$740,000**		**$1,850,000**		**$1,110,000**		**$13,000**		**$13,000**	
CP0178 Rockport Water, Pipeline, and Storage	**$264,971**	**$1,307,554**	**$318,962**	**$1,307,554**	**$151,146**	**$1,307,554**	**$151,146**	**$1,307,554**	**$151,146**	**$1,347,054**	**$151,146**	**$7,500,816**
CP0277 Rockport Capital Facilities Replacement			-$318,962		-$151,146		-$151,146		-$151,146		-$151,146	
Total of Consolidated Budget Adjustments for CP0178			**-$318,962**		**-$151,146**		**-$151,146**		**-$151,146**		**-$151,146**	
CP0342 Meter Replacement	**$302,672**	**$350,000**	**$397,076**	**$150,000**	**$0**	**$150,000**	**$0**	**$150,000**	**$0**	**$150,000**	**$0**	**$1,347,076**
CP0070 Meter Reading Upgrade			-$4,036		$0		$0		$0		$0	
CP0392 Distribution Zoning Meters			-$393,040		$0		$0		$0		$0	
Total of Consolidated Budget Adjustments for Meter Replacement			**-$397,076**		**$0**		**$0**		**$0**		**$0**	
CP0040 Water Dept Infrastructure Improvement	**$1,871,485**	**$900,000**	**-$153,195**	**$945,000**	**-$1,537,000**	**$992,250**	**-$797,000**	**$1,041,863**	**$13,000**	**$1,083,538**	**$13,000**	**$2,501,456**
CP0081 OTIS Water Pipeline Replacement			-$543,334		-$300,000		-$300,000		$0		$0	
CP0273 Landscape Water Checks			-$5,575		-$2,000		-$2,000		-$2,000		-$2,000	
CP0371 C1 - Quinns WTP to Boothill - Phase 1			$740,000		$1,850,000		$1,110,000		$0		$0	
CP0275 Smart Irrigation Controllers			-$5,647		-$1,000		-$1,000		-$1,000		-$1,000	
CP0301 Scada and Telemetry System Replacement			-$32,249		-$10,000		-$10,000		-$10,000		-$10,000	
Total of Consolidated Budget Adjustments forCP0040			**$153,195**		**$1,537,000**		**$797,000**		**-$13,000**		**-$13,000**	

Water Fund - Capital Projects to Close

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment
CP0026 Motor Change-out and Rebuild Program	$0	$0	$0	$0		$0		$0		$0	
CP0069 Judge Water Treatment Improvements	$0	$0	-$926	$0		$0		$0		$0	
CP0070 Meter Reading Upgrade	$4,036	$0	-$4,036	$0		$0		$0		$0	
CP0081 OTIS Water Pipeline Replacement	$262,804	$280,530	-$543,334	$300,000	-$300,000	$300,000	-$300,000	$0		$0	
CP0140 Emergency Power	$0	$150,000	-$150,000	$0		$0		$0		$0	
CP0141 Boothill Transmission Line	$28,107	$0	-$28,107	$0		$0		$0		$0	
CP0180 Corrosion Study of System	$0	$0		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance	$80,665	$0	-$80,665	$0		$0		$0		$0	
CP0227 Park City Water Infrastructure Projects	$0	$0		$0		$0		$0		$0	
CP0238 Quinn's Junction Transmission Lines	$0	$0		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant	$43,651	$0	-$43,651	$0		$0		$0		$0	
CP0273 Landscape Water Checks	$5,575	$2,000	-$5,575	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000
CP0274 PC Heights Development Infrastructure	$0	$0		$0		$0		$0		$0	
CP0275 Smart Irrigation Controllers	$5,647	$1,000	-$5,647	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000
CP0277 Rockport Capital Facilities Replacement	$167,816	$151,146	-$318,962	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146
CP0283 Storm Water Utility Study	$0	$0		$0		$0		$0		$0	
CP0299 Raw Water Line and Tank	$0	$0		$0		$0		$0		$0	
CP0300 Irrigation Screening Facility	$0	$0		$0		$0		$0		$0	
CP0301 Scada and Telemetry System Replacement	$32,249	$10,000	-$42,249	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000
CP0302 Deer Valley Drive - Water Infrastructure	$0	$0		$0		$0		$0		$0	
CP0303 Empire Tank Replacement	$153,643	$0	-$153,643	$750,000	-$750,000	$0		$0		$0	
CP0305 Quinn's Dewatering	$0	$0		$0		$0		$0		$0	
CP0330 Spiro/Judge Pre-treatment	-$5,000	$0		$0		$0		$0		$0	
CP0331 Micro-Hydro/Thaynes Pump Station	$0	$0		$0		$0		$0		$0	
CP0343 Park meadows Well	-$88,048	$0	$88,048	$0		$0		$0		$0	
CP0345 Three Kings/Silver King Pump Station	$0	$0		$0		$0		$0		$0	
CP0346 Fairway Hills to Park Meadows Redundancy	$0	$0		$0		$0		$0		$0	
CP0349 Payment for snow storage lot	$26	$0		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building	$2,959,358	$0	-$2,659,358	$0		$0		$0		$0	
CP0373 Operational Water Storage Pond	$4,700,000	$2,000,000	-$4,700,000	$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades	$444,665	$400,000	-$844,665	$0		$0		$0		$0	
CP0392 Distribution Zoning Meters	$193,040	$200,000	-$393,040	$0		$0		$0		$0	
CP0394 QWTP Energy Projects	$115,400	$0	-$115,400	$0		$0		$0		$0	
CP0395 QWTP Micro-Hydro	$0	$0		$0		$0		$0		$0	
CP0404 Parks Building	$0	$0		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements	$1,494,153	$1,100,000	-$2,594,153	$5,000,000	-$5,000,000	$3,000,000	-$3,000,000	$0		$0	
Total	**$10,597,787**	**$4,294,676**	**($12,595,363)**	**$6,214,146**	**($6,214,146)**	**$3,464,146**	**($3,464,146)**	**$164,146**	**($164,146)**	**$164,146**	**($164,146)**

Water Fund Capital Project Budget - FY20 & FY21 with Adjustments

Project	Available Balance	Budget (Base) FY 2020	2020 Adjustment	Budget (Base) FY 2021	2021 Adjustment	Budget (Base) FY 2022	2022 Adjustment	Budget (Base) FY 2023	2023 Adjustment	Budget (Base) FY 2024	2024 Adjustment
CP0007 Tunnel Maintenance	$5,121,405	$5,000,000	-$1,450,000	$268,049		$274,750		$281,619		$292,884	
CP0010 Water Department Service Equipment	$170,346	$80,000		$80,000		$80,000		$80,000		$83,200	
CP0026 Motor Change-out and Rebuild Program	$0	$0	$0	$0		$0		$0		$0	
CP0040 Water Dept Infrastructure Improvement	$1,871,485	$900,000	-$153,195	$945,000	-$1,537,000	$992,250	-$797,000	$1,041,863	$13,000	$1,083,538	$13,000
CP0069 Judge Water Treatment Improvements	$0	$0	-$926	$0		$0		$0		$0	
CP0070 Meter Reading Upgrade	$4,036	$0	-$4,036	$0		$0		$0		$0	
CP0081 OTIS Water Pipeline Replacement	$262,804	$280,530	-$543,334	$300,000	-$300,000	$300,000	-$300,000	$0		$0	
CP0140 Emergency Power	$0	$150,000	-$150,000	$0		$0		$0		$0	
CP0141 Boothill Transmission Line	$28,107	$0	-$28,107	$0		$0		$0		$0	
CP0178 Rockport Water, Pipeline, and Storage	$264,971	$1,307,554	$318,962	$1,307,554	$151,146	$1,307,554	$151,146	$1,307,554	$151,146	$1,347,054	$151,146
CP0180 Corrosion Study of System	$0	$0		$0		$0		$0		$0	
CP0181 Spiro Building Maintenance	$80,665	$0	-$80,665	$0		$0		$0		$0	
CP0227 Park City Water Infrastructure Projects	$0	$0		$0		$0		$0		$0	
CP0238 Quinn's Junction Transmission Lines	$0	$0		$0		$0		$0		$0	
CP0239 PC Heights Capacity Upgrade (tank)	$0	$650,000		$0		$0		$0		$0	
CP0240 Quinn's Water Treatment Plant	$43,651	$0	-$43,651	$0		$0		$0		$0	
CP0256 Storm Water Improvements	$532,608	$450,000		$450,000		$300,000		$300,000		$300,000	
CP0273 Landscape Water Checks	$5,575	$2,000	-$5,575	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000	$2,000	-$2,000
CP0274 PC Heights Development Infrastructure	$0	$0		$0		$0		$0		$0	
CP0275 Smart Irrigation Controllers	$5,647	$1,000	-$5,647	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000	$1,000	-$1,000
CP0276 Water Quality Study	$254,269	$250,000	-$250,000	$250,000	-$200,000	$250,000	-$200,000	$250,000	-$200,000	$250,000	
CP0277 Rockport Capital Facilities Replacement	$167,816	$151,146	-$318,962	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146	$151,146	-$151,146
CP0283 Storm Water Utility Study	$0	$0		$0		$0		$0		$0	
CP0299 Raw Water Line and Tank	$0	$0		$0		$0		$0		$0	
CP0300 Irrigation Screening Facility	$0	$0		$0		$0		$0		$0	
CP0301 Scada and Telemetry System Replacement	$32,249	$10,000	-$32,249	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000	$10,000	-$10,000
CP0302 Deer Valley Drive - Water Infrastructure	$0	$0		$0		$0		$0		$0	
CP0303 Empire Tank Replacement	$153,643	$0	-$153,643	$750,000	-$750,000	$0		$0		$0	
CP0304 Quinn's Water Treatment Plant Asset Repl	$1,895,996	$200,000	-$1,000,000	$210,000		$220,500		$231,525		$238,471	
CP0305 Quinn's Dewatering	$0	$0		$0		$0		$0		$0	
CP0330 Spiro/Judge Pre-treatment	-$5,000	$0		$0		$0		$0		$0	
CP0331 Micro-Hydro/Thaynes Pump Station	$0	$0		$0		$0		$0		$0	
CP0341 Regional Innterconnect	$1,646,044	$2,080,000	-$730,000	$0		$0		$0		$0	
CP0342 Meter Replacement	$302,672	$350,000	$397,076	$150,000		$150,000		$150,000		$150,000	
CP0343 Park meadows Well	-$88,048	$0		$0		$0		$0		$0	
CP0344 PRV Improvements for Fire Flow Storage	$0	$0		$0		$805,000		$0		$0	
CP0345 Three Kings/Silver King Pump Station	$0	$0		$0		$0		$0		$0	
CP0346 Fairway Hills to Park Meadows Redundancy	$0	$0		$0		$0		$0		$0	
CP0347 Queen Esther Drive	$0	$0		$0		$669,143		$0		$0	
CP0349 Payment for snow storage lot	$26	$0		$0		$0		$0		$0	
CP0354 Streets and Water Maintenance Building	$2,959,358	$0	-$2,659,358	$0		$0		$0		$0	
CP0370 C7- Neck Tank to Last Chance	$0	$320,707		$0		$0		$0		$0	
CP0371 C1 - Quinns WTP to Boothill - Phase 1	$3,710,307	$3,300,000	$740,000	$0	$1,850,000	$0	$1,110,000	$0		$0	
CP0372 Regionalization Fee	$0	$200,000		$200,000		$200,000		$200,000		$200,000	
CP0373 Operational Water Storage Pond	$4,700,000	$2,000,000	-$4,700,000	$0		$0		$0		$0	
CP0389 MIW Treatment	$8,303,517	$16,215,506	$11,009,346.60	$29,762,816	$5,950,000	$25,000,000	$3,200,000	$10,400,000	$200,000	$0	
CP0390 QJWTP Treatment Upgrades	$225,952	$1,150,000	$3,791,221	$0		$0		$0		$0	
CP0391 QJWTP Capacity Upgrades	$444,665	$400,000	-$844,665	$0		$0		$0		$0	
CP0392 Distribution Zoning Meters	$193,040	$200,000	-$393,040	$0		$0		$0		$0	
CP0393 Energy Projects	$316,180	$200,000		$200,000		$200,000		$200,000		$200,000	
CP0394 QWTP Energy Projects	$115,400	$0	-$115,400	$0		$0		$0		$0	
CP0395 QWTP Micro-Hydro	$0	$0		$0		$0		$0		$0	
CP0396 Park Ave SD	$750,000	$750,000		$750,000		$0		$0		$0	
CP0397 Vehicle and Equipment Replacement	$70,000	$120,000		$70,000		$70,000		$70,000		$160,000	
CP0398 Prospector Ave Storm Water	$222,130	$0		$0		$0		$0		$0	
CP0399 Dump Truck	$0	$300,000		$0		$0		$0		$0	
CP0404 Parks Building	$0	$0		$0		$0		$0		$0	
CP0405 Golf Building	$839,867	$2,600,000		$0		$0		$0		$0	
CP0408 Storm Water Asset Management	$0	$0		$0		$0		$0		$0	
CP0418 JSSD Interconnection Improvements	-$762,845	$800,000		$0		$0		$0		$0	
CP0442 MIW Offsite Improvements	$1,494,153	$1,100,000	-$2,594,153	$5,000,000	-$5,000,000	$3,000,000	-$3,000,000	$0		$0	
CP0443 West Neck Tank	$222,538	$225,000		$1,250,000		$1,250,000		$1,250,000		$0	
TOTAL	$36,555,229	$41,743,443	$0	$42,107,565	$0	$35,233,343	$0	$15,926,707	$0	$4,469,293	$0

Projects - Adjusted Transportation Projects - FY20 & FY21

Legend

Cut Due to Funding Gap	Technical Adj. to Align to Future Revenues

Project	Score	Carry Forward	YTD Expense	Available Balance	Base FY 2020	Adjustment 2020	Base FY 2021	Adjustment 2021	Base FY 2022	Adjustment 2022	Base FY 2023	Adjustment 2023	Base FY 2024	Adjustment 2024	Base FY 2025	Adjustment 2025
000520 Complete Streets Retrofit -	-	$0	$0	$0	$50,000	-$50,000	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
000523 PC MARC Transit and Active Transportation Improvements	-	$0	$0	$0	$35,000	-$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0115 Public Works Complex Improvements	21.75	$31,784	$0	$0	$0	-$31,784	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$84,347	$0	$182,347	$98,000	-$182,347	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$73,124	$0	$171,124	$98,000	-$71,124	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0279 224 Corridor Study and Strategic Plan	23.69	$128	$0	$128	$0	-$128	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0287 Ironhorse Seasonal Housing	27.94	$32,771	$0	$32,771	$0	-$32,771	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0382 Transit Onboard Security Cameras	28.22	$300,773	$0	$314,773	$14,000	-$214,773	$14,000	-$14,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0383 Transit Onboard Wi-Fi	26.39	$269,000	$0	$294,000	$25,000	-$250,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	31.00	$482,018	$0	-$1	$0	-$482,018	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	-	$180,000	$0	$180,000	$0	-$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0421 Canyons Village Area Transit Center	-	$0	$0	$150,000	$0	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0423 BRT Capital Improvments & Electronic Sig	-	$191,000	$0	$321,000	$130,000	-$321,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0423 BRT Capital Improvments & Electronic Sig	-	$244,000	$0	$244,000	$0	-$244,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0425 6 Electric BRT Transit Buses	-	$77,800	$0	$77,800	$0	-$77,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	-	$53,803	$0	$0	$0	-$53,803	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	-	$215,211	$0	$0	$0	-$215,211	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$155,878	$24,767	$105,487	$0	-$120,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0438 Remodel for Transit Driver Housing	-	$224,996	$241,101	$283,895	$300,000	-$33,895	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	-	$25,000	$0	$25,000	$0	-$25,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP4036 Homestake Park & Ride Transit Service, Snow Removal Mant., Vehicles	-	$0	$0	$0	$71,000	-$71,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$910,920	$2,714	$1,268,207	$360,000	-$1,268,207	$985,200	-$985,200	$0	$914,833	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$425,164	$2,714	$788,450	$366,000	-$711,650	$1,689,225	-$1,689,225	$0	$635,167	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	31.89	$430,453	$21,710	$1,872,743	$1,464,000	-$1,565,543	$4,169,702	-$4,169,702	$0	$13,250,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	29.86	$0	$57,948	$17,053	$75,000	-$17,053	$0	$0	$0	$17,053	$0	$0	$0	$0	$0	$0

CP0025 Bus Shelters	29.86	$0	$25,448	-$25,448	$0	$25,448	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	26.92	$0	$0	-$117,465	$0	$117,465	$0	$400,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$145,987	$0	$145,987	$0	-$145,987	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$148,960	$0	$118,356	$0	-$118,356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	31.36	$1,205,856	$0	$1,083,438	$0	-$1,083,438	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0244 Transit Contribution to County	-	$217,099	$0	$217,099	$0	$575,570	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0363 Traffic Management Cameras	26.19	$0	$0	-$76,916	$0	$76,916	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	31.00	$0	$0	-$440	$0	$440	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	-	$1,620,000	$0	$1,620,000	$0	-$1,620,000	$0	$3,499,955	$0	$0	$0	$0	$0	$0	$0	$0
CP0419 VMS Signs	-	$120,000	$15,000	$105,000	$0	-$105,000	$0	$60,000	$0	$45,000	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	-	$122,400	$0	$122,400	$0	-$122,400	$0	$1,075,148	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$0	$0	-$29,015	$0	$29,015	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	-	$0	$0	-$116,883	$0	$116,883	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	-	$50,000	$140,061	-$40,061	$50,000	$90,061	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0441 Marsac Employee Transportation Demand Mg	-	$75,000	$28,124	$46,877	$0	-$46,877	$0	$0	$0	$46,877	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	-	$10,000	$530	$9,470	$0	-$9,470	$0	$0	$0	$9,470	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	-	$8,549	$2,050	$6,499	$0	-$6,499	$0	$0	$0	$6,499	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	-	$0	$0	$130,000	$130,000	-$130,000	$0	$0	$0	$130,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	-	$0	$0	$30,000	$30,000	-$30,000	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
Total						**($8,940,336)**		**($1,923,024)**								

Projects - All Transportation Projects & Funding Sources - FY20 to FY25

Project	Funding Source	Description	Score	Carry Forward	YTD Expense	Available Balance	Base FY 2020	Adjustment 2020	Base FY 2021	Adjustment 2021	Base FY 2022	Adjustment 2022	Base FY 2023	Adjustment 2023	Base FY 2024	Adjustment 2024	Base FY 2025	Adjustment 2025
000520 Complete Streets Retrofit -	057479 Transit Fund * TRANSIT SALES TAX	This annual Capital Project will implment low cost yet effective complete streets elements on existing local streets/roads consistent with the City's recently adopted Complete Streets Policy. Transportation Planning, PCPD, and Engineering recently completed a Road Safety Assessment with the assistance of UDOT and FHWA which outlined various high, medimu, and low priority projects. These funds will be used to implement those recommendations.	-	$0	$0	$0	$50,000	-$50,000	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
000523 PC MARC Transit and Active Transportation Improvements	057479 Transit Fund * TRANSIT SALES TAX	-	-	$0	$0	$0	$35,000	-$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
000534 SR248 BRT	031482 CIP FUND * REGIONAL TRANSIT REVENUE	-	-	$0	$0	$0	$15,000,000	$0	$15,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
000534 SR248 BRT	031458 CIP Fund * FEDERAL GRANTS	-	-	$0	$0	$0	$10,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0244 Transit Contribution to County	057479 Transit Fund * TRANSIT SALES TAX	For annual capital contribution to Summit County	-	$217,099	$0	$217,099	$0	$575,570	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	057479 Transit Fund * TRANSIT SALES TAX	The proposed project is to evaluate both a signalized and unsignaled intersection improvements at the SR 248/Richardson Flat intersection. These improvements are critical for transit and private vehicles to safely and expeditiously access the Richardson Flat Park and Ride lot. Signal infrastructure is already in place however prior to installation of the signal at least one other alternative should be developed and evaluated.	-	$180,000	$0	$180,000	$0	-$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0410 SR 248/Richardson Flat Intersection Impr	057455 TRANSIT FUND * DOT	The proposed project is to evaluate both a signalized and unsignaled intersection improvements at the SR 248/Richardson Flat intersection. These improvements are critical for transit and private vehicles to safely and expeditiously access the Richardson Flat Park and Ride lot. Signal infrastructure is already in place however prior to installation of the signal at least one other alternative should be developed and evaluated.	-	$100,000	$0	$100,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057482 Transit Fund * REGIONAL TRANSIT REVENUE	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$355,046	$46,004	$309,042	$0	$0	$0	$163,889	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057479 Transit Fund * TRANSIT SALES TAX	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$0	$0	$0	$0	$0	$0	$251,054	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	057458 Transit Fund * FEDERAL GRANTS	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$1,620,000	$0	$1,620,000	$0	-$1,620,000	$0	$3,499,955	$0	$0	$0	$0	$0	$0	$0	$0
CP0411 SR 248/US 40 Park and Ride Lot	031482 CIP FUND * REGIONAL TRANSIT REVENUE	Plan, design, and construct an additional park and ride lot adjacent to SR 248 and/or US 40 as recommend by the City/County Blue Ribbon Commission on Remote Parking. This request is a reqquest is to fund the development of 2 alternatives through preliminary engineering (30%) and environmental.	-	$0	$0	$0	$0	$0	$0	$405,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0419 VMS Signs	057479 Transit Fund * TRANSIT SALES TAX	This project is Phase 2 of the City-wide installation of Varibale Message SIgns. The Phase 1 signs have been very effective in providing advanced and real time traveler information as well as event information and wayfinding. The goal of this project is to better management transportation system demand as well as reduce vehile miles traveled by providing clear and concise wayfinding. These signs will also be utilized to provide real-time infomation and parkign availability upon implementation of the City's Parking Management Program	-	$120,000	$15,000	$105,000	$0	-$105,000	$0	$60,000	$0	$45,000	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	057479 Transit Fund * TRANSIT SALES TAX	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$30,600	$0	$30,600	$0	$0	$0	$109,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	057458 Transit Fund * FEDERAL GRANTS	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$122,400	$0	$122,400	$0	-$122,400	$0	$1,075,148	$0	$0	$0	$0	$0	$0	$0	$0
CP0420 Enhanced Bus Stops at Fresh Market and P	031482 CIP FUND * REGIONAL TRANSIT REVENUE	The Park Avenue Condos and Fresh Market bus shelters are two locations with the greatest amount of ridership aside from the resorts and transit centers. It is a key point in making transfers for our express route to begin the summer of 2017. These stops have a high visibility not only to our riders but also to people passing by along the 224 corridor and can make the statement of how important transit is to our community. With the additional 4- 5 electric buses added to the system this year there will be 18 buses an hour at these stops not counting the additional 22 buses an hour during Sundance. These stops are far too small to handle this amount of bus and pedestrian traffic. The e bike share program will also play a pivotal role with how people move around this particular area as well. These particular two bus stops will be enhanced to include better access for the buses, passengers, pedestrians, and cyclists who use our transit system.	-	$0	$0	$0	$0	$0	$0	$350,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0421 Canyons Village Area Transit Center	057482 Transit Fund * REGIONAL TRANSIT REVENUE	The Canyons Village area Transit Center is a key location for connectivity to our transit system linking several county routes to the Canyons Village and parking. With the expansion of routes from surrounding neighborhoods this location will become even more vital to the success of our system. This will also be a key location in the e-bike share program where people can pick up or drop off their electric bikes. FTA funding will play a major part in the success and cost of this project.	-	$0	$0	$150,000	$0	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0423 BRT Capital Improvments & Electronic Sig	057482 Transit Fund * REGIONAL TRAN REVE	We have installed 10 electric signs in 2016 and have assessed locations for 15 more at key locations in 2018 & 2019. Using GPS tracking data these signs inform waiting passengers at key locations how long before the next bus arrives at their stop. This project also includes making improvements and to existing stops along 224 BRT route which may include shelters, concrete landings raised or flat, bus pullouts etc.	-	$191,000	$0	$321,000	$130,000	-$321,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0423 BRT Capital Improvments & Electronic Sig	057458 Transit Fund * FEDERAL GRANTS	We have installed 10 electric signs in 2016 and have assessed locations for 15 more at key locations in 2018 & 2019. Using GPS tracking data these signs inform waiting passengers at key locations how long before the next bus arrives at their stop. This project also includes making improvements and to existing stops along 224 BRT route which may include shelters, concrete landings raised or flat, bus pullouts etc.	-	$244,000	$0	$244,000	$0	-$244,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0425 6 Electric BRT Transit Buses	057482 Transit Fund * REGIONAL TRANSIT REVENUE	6 Electric buses will be purchased to implement a BRT like bus route along 224 between Kimball Junction Transit Center and Old Town Transit Center. This will provide 10-15 minute frequency of service between the two locations. 4-5 buses will be used to run this service with the 6th bus to be used as a spare or in the event of an additional bus to meet the demand.	-	$77,800	$0	$77,800	$0	-$77,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$53,803	$0	$0	$0	-$53,803	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0426 Electric Bus Charger at Kimball Junction	057458 Transit Fund * FEDERAL GRANTS	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$215,211	$0	$0	$0	-$215,211	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$0	$0	-$29,015	$0	$29,015	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057479 Transit Fund * TRANSIT SALES TAX	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$155,878	$24,767	$105,487	$0	-$120,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0428 Electric Bus Charging Station at Old Tow	057458 Transit Fund * FEDERAL GRANTS	This charging station is necessary to run the electric buses, and is being placed at this key location for immediate and future growth. This charging station will allow a bus to charge between 5-10 minutes.	-	$0	$0	-$116,883	$0	$116,883	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0438 Remodel for Transit Driver Housing	057479 Transit Fund * TRANSIT SALES TAX	Remodel for Transit Driver Housing at old peace house location and any other units that can be converted into housing for bus drivers.	-	$224,996	$241,101	$283,895	$300,000	-$33,895	$50,000	-$50,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0439 Bonanza Drive Multi-Modal and Street Imp	031482 CIP FUND * REGIONAL TRANSIT REVENUE	This project proposes to formulate and evaluate multi-modal alternatives along Bonanza from SR 248 to Deer Valley Drive specific to the reporposing of the median islands to accomodate a dedicated transit lane and improve transit, pedestrian, and bicycle improvements to increase safety, improve transit ontime performance and reliability, and create a better better pedestrian experience including aesthetic improvements to reflect the Arts and Culture District vision	-	$29,000	$0	$29,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$50,000	$140,061	-$40,061	$50,000	$90,061	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057471 TRANSIT FUND * RESORT TAX - TRANS	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$25,000	$0	$25,000	$0	-$25,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0440 Phase 2 Bike Share Improvements	057455 TRANSIT FUND * DOT	This is Phase 2 of the highly successful regional e-bike share program. Funds requested are to provide accesibility and ADA access to 3 new stations at the MARC, DV Snowpark, and City Park that can not be funding by the FTA TIGER grant that will fund the installation of the actual stations	-	$100,000	$0	$100,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$75,000	$28,124	$46,877	$0	-$46,877	$0	$0	$0	$46,877	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057475 TRANSIT FUND * TRANSFER FROM GENERAL FUND	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$10,000	$530	$9,470	$0	-$9,470	$0	$0	$0	$9,470	$0	$0	$0	$0	$0	$0
CP0441 Marsac Employee Transportation Demand Mg	057450 Transit Fund * BEGINNING BALANCE	This project is an effort to epand on the City's internal Transportation Demand Mangement Program that currently consist of Guaranteed Ride Home Program, subsidized PC/SLC Connect passes, departmental e-bike subsidies, and peak alternative travel incentives. This project proposes to construct shower facilities in Marsac, secure weather protected bike storage, and potentially a mother's nursing room to promote alternative transportaiton travel	-	$8,549	$2,050	$6,499	$0	-$6,499	$0	$0	$0	$6,499	$0	$0	$0	$0	$0	$0
CP0444 SR 248 New Tunnel	031482 CIP FUND * REGIONAL TRANSIT REVENUE	-	-	$5,907,150	$3,890,550	$2,016,599	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	057450 Transit Fund * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$130,000	$130,000	-$130,000	$0	$0	$0	$130,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	034450 Main St RDA * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$30,000	$30,000	-$30,000	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
CP0453 Old Town Access and Circulation Plan	033450 Lower Park RDA * BEGINNING BALANCE	Circulation improvements, curbspace management and traffic calming measures throughout Old Town.	-	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP4036 Homestake Park & Ride Transit Service, Snow Removal Mant., Vehicles	058489 PARKING FUND * GARAGE REVENUE	The parking revenues offset the cost of transit service from the Homestake Employee Lot, which provides access to Main Street for local employees.	-	$0	$0	$0	$71,000	-$71,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0108 Flagstaff Transit Transfer Fees	057466 Transit Fund * OTHER CONTRIBUTIONS	Account for transit transfer fees dedicated to improvement enhancement of Park City transit system by designing and constructing transit priority improvements on SR 248. Reduction in greenhouse gas emmissions by reducing idling and single occupancy vehicles.	38.75	$2,125,767	$110,761	$2,015,006	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$910,920	$2,714	$1,268,207	$360,000	-$1,268,207	$985,200	-$985,200	$0	$914,833	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057479 Transit Fund * TRANSIT SALES TAX	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$425,164	$2,714	$788,450	$366,000	-$711,650	$1,689,225	-$1,689,225	$0	$635,167	$0	$0	$0	$0	$0	$0
CP0009 Transit Rolling Stock Replacement	057458 Transit Fund * FEDERAL GRANTS	This program provides for the replacement of the existing transit fleet . It is anticipated what the Federal Transit Administration will be providing 80 percent of the purchase cost.	31.89	$430,453	$21,710	$1,872,743	$1,464,000	-$1,565,543	$4,169,702	-$4,169,702	$0	$13,250,000	$0	$0	$0	$0	$0	$0

CP0137 Transit Expansion	057482 Transit Fund * REGIONAL TRANSIT REVENUE	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$145,987	$0	$145,987	$0	-$145,987	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	057479 Transit Fund * TRANSIT SALES TAX	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$148,960	$0	$118,356	$0	-$118,356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0137 Transit Expansion	057458 Transit Fund * FEDERAL GRANTS	These funds are dedicated to purchasing new busses for expanded transit service.	31.36	$1,205,856	$0	$1,083,438	$0	-$1,083,438	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	057479 Transit Fund * TRANSIT SALES TAX	-	31.00	$0	$0	-$440	$0	$440	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0403 Kimball Junction Transit Center	057458 Transit Fund * FEDERAL GRANTS	-	31.00	$482,018	$0	-$1	$0	-$482,018	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0381 Transit and Transportation Land Acq	057450 Transit Fund * BEGINNING BALANCE	-	30.94	$3,003,545	$0	$3,003,545	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0313 Transportation Plans and Studies	057479 Transit Fund * TRANSIT SALES TAX	Funding for transportation/transit plan studies (e.g. short range transit development plan SR-224, corridor studies, mountain transportation plans). These plans & studies will determine required transit/transportation capital programs for future years. Additionally, Develop update to 2011 Transportation Master Plan update to 2011 Traffic and Transportation Master Plan that updates PC existing transportation policies as well as an action plan of comphrensive transportation solutions/projects including but not limited to regional connections, bicycle and pedestrian element, Intelligent Transportation System, complete streets and road classifications, design standards, mass transit, land use connections, GHG/air quality anaylsis, TDM programs, based on a 20 year planning horizon. Both a fiscally constrained and unconstrianed capital project list will be developed.	30.83	$327,682	$76,156	$386,526	$135,000	$0	$0	$137,318	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057482 Transit Fund * REGIONAL TRANSIT REVENUE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057479 Transit Fund * TRANSIT SALES TAX	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$25,448	-$25,448	$0	$25,448	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057458 Transit Fund * FEDERAL GRANTS	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$150,000	$150,000	-$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	057450 Transit Fund * BEGINNING BALANCE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$57,948	$17,053	$75,000	-$17,053	$0	$0	$0	$17,053	$0	$0	$0	$0	$0	$0
CP0025 Bus Shelters	031482 CIP FUND * REGIONAL TRANSIT REVENUE	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.	29.86	$0	$0	$0	$0	$0	$0	$0	$0	$150,000	$0	$0	$0	$0	$0	$0
CP0289 Ironhorse Transit Facility Asset Managem	057482 Transit Fund * REGIONAL TRANSIT REVENUE	This CIP will fund ongoing Capital Renewal needs for the City's expanded Ironhorse Transit facility. This fund will provide for roof, parking garage, HVAC, lifts and equipment capital renewal. Summit County contributes its proportional share.	29.17	$243,843	$0	$286,196	$42,353	$0	$42,353	$0	$42,353	$0	$42,353	$0	$42,353	$0	$0	$0
CP0289 Ironhorse Transit Facility Asset Managem	057479 Transit Fund * TRANSIT SALES TAX	This CIP will fund ongoing Capital Renewal needs for the City's expanded Ironhorse Transit facility. This fund will provide for roof, parking garage, HVAC, lifts and equipment capital renewal. Summit County contributes its proportional share.	29.17	$1,047,240	$0	$1,184,887	$137,647	$0	$137,647	$0	$137,647	$0	$137,647	$0	$137,647	$0	$0	$0
CP0316 Transit Facility Capital Renewal Account	057479 Transit Fund * TRANSIT SALES TAX	This project will serve as a reserve account for capital assets owned and operated by park city transit. Annual contributions will ensure critical buildings will have a local funding source as they require renewal. Level of funds assume federal transit admin. grants are available when required. Funds will be used for Major capital items such as roofing, paint, siding, cameras, etc.	28.25	$247,807	$0	$297,807	$50,000	$0	$50,000	$0	$50,000	$0	$50,000	$0	$50,000	$0	$0	$0
CP0382 Transit Onboard Security Cameras	057479 Transit Fund * TRANSIT SALES TAX	Technology has changed and improvement are needed to an upgraded Security Camera system which will increase reliably and dependability of video the transit fleet.	28.22	$300,773	$0	$314,773	$14,000	-$214,773	$14,000	-$14,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0287 Ironhorse Seasonal Housing	057450 Transit Fund * BEGINNING BALANCE	Seasonal housing (Dorm Style) for up to 16 seasonal transit employees to be constructed on Ironhorse Property. Rents will recapture op expenses, capital renewal, and initial capital.	27.94	$32,771	$0	$32,771	$0	-$32,771	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0226 Walkability Implementation	031490 CIP FUND * COUNTY/SPECIA L DISTRICT CONTRIBUTION	This project funds varying projects related tot he Walkability Community program. The projects to be completed with this funding will be as outlined by the Walkability Steering and CIP committees and as approved by City Council during the 2007 Budget Process This was cp0190 in the FY2009 budget	27.25	$10,701	$0	$10,701	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0226 Walkability Implementation	031451 CIP Fund * BOND PROCEEDS	This project funds varying projects related tot he Walkability Community program. The projects to be completed with this funding will be as outlined by the Walkability Steering and CIP committees and as approved by City Council during the 2007 Budget Process This was cp0190 in the FY2009 budget	27.25	$4,773,154	$72,212	$4,700,942	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0152 Parking Equipment Replacement	058489 PARKING FUND * GARAGE REVENUE	For replacement of parking meters on Main St., replacement of garage gates and pay equipment, replacement of sensors in garage and loops in surface lots. Replacement of parking vehicles, License plate recongnition hardware/software, signage related to changes in the parking program, and handheld ticket writers. Funded by garage and meter fee revenues.	27.03	$0	$0	$125,000	$125,000	$0	$125,000	$0	$125,000	$0	$125,000	$0	$125,000	$0	$0	$0
CP0152 Parking Equipment Replacement	057489 TRANSIT FUND * GARAGE REVENUE	For replacement of parking meters on Main St., replacement of garage gates and pay equipment, replacement of sensors in garage and loops in surface lots. Replacement of parking vehicles, License plate recongnition hardware/software, signage related to changes in the parking program, and handheld ticket writers. Funded by garage and meter fee revenues.	27.03	$49,310	$0	$712	$0	$0	$0	$0	$0	$0	$0	$0	-$125,000	$0	$0	$0
CP0118 Transit GIS/AVL System	057482 Transit Fund [illegible]AL TRAN[illegible] REVE[illegible]	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$84,347	$0	$182,347	$98,000	-$182,347	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CP0118 Transit GIS/AVL System	057479 Transit Fund * TRANSIT SALES TAX	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$73,124	$0	$171,124	$98,000	-$71,124	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0118 Transit GIS/AVL System	057458 Transit Fund * FEDERAL GRANTS	CAD/AVL systems to provide real time information to passengers and managers to better manage the transit system. Also provides funding for run cutting software, new signs and general intelligent systems infastructure.	26.92	$0	$0	-$117,465	$0	$117,465	$0	$400,000	$0	$0	$0	$0	$0	$0	$0	$0
CP0383 Transit Onboard Wi-Fi	057479 Transit Fund * TRANSIT SALES TAX	Transit Onboard Wi-Fi to enhance transit user experience	26.39	$269,000	$0	$294,000	$25,000	-$250,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0363 Traffic Management Cameras	057450 Transit Fund * BEGINNING BALANCE	Real time visual monitoring of developing traffic conditions will enable the City to respond more effectively to traffic events.	26.19	$0	$0	-$76,916	$0	$76,916	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0369 Paid Parking Infrastructure for Main St.	057450 Transit Fund * BEGINNING BALANCE	Paid Parking Infrastructure for Main Street Area - Gates, technology, signage, other improvements	26.03	$0	$0	-$477,716	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0203 China Bridge Event Parking	031489 CIP FUND * GARAGE REVENUE	This project will provide additional parking and event mitigations for Park City.	25.14	$638,126	$161,359	$808,065	$340,000	$0	$340,000	$0	$340,000	$0	$340,000	$0	$340,000	$0	$0	$0
CP0388 Parking Deck Coating Replacement	057479 Transit Fund * TRANSIT SALES TAX	Replace Deck Coating Iron Horse Bus Garage	25.00	$106,000	$0	-$77,279	$0	$0	$55,000	$0	$55,000	$0	$55,000	$0	$0	$0	$0	$0
CP0279 224 Corridor Study and Strategic Plan	057450 Transit Fund * BEGINNING BALANCE	Project includes a corridor study and strategic plan for State Route 224 between Thaynes Canyon Drive and the Deer Valley Drive/Bonanza Drive intersection. The resulting Plan will be a guideline for future decisions regarding Walkability projects and connectivity, transportation efficiencies, and access. The Plan will fold into land use and redevelopment decisions regarding the western side of the Bonanza Park district and General Plan discussions.	23.69	$128	$0	$128	$0	-$128	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0115 Public Works Complex Improvements	057450 Transit Fund * BEGINNING BALANCE	This project will provide for additional office space & furnishings required to house streets/transit/fleet personnel.	21.75	$31,784	$0	$0	$0	-$31,784	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CP0177 China Bridge Improvements & Equipment	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Stairwell Old CB; Fire Sprinkler Upgrade OLD CB; Snow Chute	20.08	$49,690	$10,950	-$10,950	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total				**$6,418,908**	**$244,521**	**$5,880,237**	**$700,000**	**($588,546)**	**$534,000**	**$386,000**	**$520,000**	**$0**	**$520,000**	**$0**	**$340,000**	**$0**	**$0**	**$0**

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution 10-2020, a Resolution Proclaiming June 2020, as Pride Month in Park City (A) Public Hearing (B) Action

Suggested Action:

Attachments:
Pride Month Staff Report

Exhibit A: Pride 2020 Proclamation

City Council
Staff Report

Subject:	**Pride Month in Park City**
Author:	**Minda Stockdale, Leah Langan, Michelle Downard & Linda Jager**
Department:	**Executive, Community Engagement**
Date:	**May 21, 2020**
Type of Item:	**Administrative**

Summary Recommendation

Approve the proposed resolution proclaiming June 2020 as Pride Month in Park City.

Analysis

Since 1974, June is recognized in Utah as Pride Month. LGBTQ+ pride month is the positive stance against discrimination and violence toward lesbian, gay, bisexual, transgender, queer, plus (LGBTQ+) people to promote their self-affirmation, dignity, equality rights, increase their visibility as a social group, build community, and celebrate diversity and gender variance. A resolution supports the City's Critical Community Priority of Social Equity and increases awareness and acknowledgment of the LGBTQ+ community by celebrating equality, inclusion, and empowerment for every member of Park City's LGBTQ+ community.

In addition to a formal City Council resolution and similar to previous years, Park City Municipal will show support throughout Pride month with rainbow *Love Where You Live* banners installed on Main Street, 'Philly' Pride flags on City flagpoles, and increased social media. The Philly Pride flag includes brown and black stripes in addition to the traditional rainbow, which signifies the inclusion of LGBTQ+ people of color.

Department Review

Legal, Executive, Community Engagement and Parks Departments

Exhibits

A: Pride Month Resolution

Resolution No. 10-2020

RESOLUTION PROCLAIMING JUNE 2020, AS PRIDE MONTH IN PARK CITY

WHEREAS, LGBTQ+ pride month is the positive stance against discrimination and violence toward lesbian, gay, bisexual, transgender, queer, plus (LGBTQ+) people to promote their self-affirmation, dignity, equality rights, increase their visibility as a social group, build community, and celebrate sexual diversity and gender variance.

WHEREAS, Utah Pride began with a small, informal gathering of Salt Lake City's LBGTQ+ community in 1974, and is now a cultural event drawing more than 50,000 people annually; and

WHEREAS, Park City welcomes residents and visitors from the LGBTQ+ community, their friends and family members, and straight allies who show their support; and

WHEREAS, Park City honors those in our community who have dedicated their lives to the cause of justice for all people; and

WHEREAS, Park City has a dedicated history of creating and supporting policies and programs that stand against discrimination and promote equality and opportunity for all members of the LGBTQ+ community; and

WHEREAS, Pride Month is a reminder of how much we have to celebrate, and should prompt us to never let up in our efforts to ensure full equality, inclusion, and empowerment for every member of our LGBTQ+ community.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim June, 2020 as Pride Month

PASSED AND ADOPTED this 21st day of May, 2020.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Andy Beerman

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

City Attorney's Office

Council Agenda Item Report

Meeting Date: May 21, 2020
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Adopt Resolution 11-2020, a Resolution Authorizing Park City Sustainability Department to File an Application for Pedestrian Facilities on Federal Lands and to Apply for a BLM Grant Allowing Use of BLM Property
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
BLM Right of Way Application Staff Report

Exhibit A: BLM Application Resolution

PARK CITY 1884

City Council Staff Report

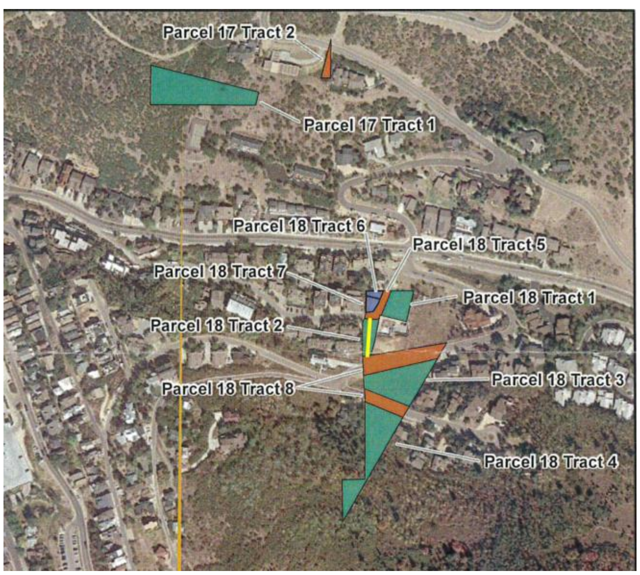
Subject: BLM Resolution- Rossi Hill Stairs
Author: Heinrich Deters
Department: Sustainability
Date: May 21, 2020
Type of Item: Resolution

Recommendation

City Council should adopt a resolution approving the submission of a right of way (ROW) application to the Bureau of Land Management (BLM) for a set of public stairs on federal land, near the intersection of Rossi Hill Drive and Coalition View Court, and funded by the developer of the Lilac Hill Condominiums.

Background

The BLM manages a small amount of acreage located in the historic Rossi Hill area. (Map below left). The City has several right-of-way (ROW) agreements with the BLM in this area for the public streets (noted in orange in map). The City has been interested in perfecting an existing trail and improving it to a public staircase on BLM land. (yellow line in both maps)



On January 11, 2018, City Council approved the first amended Lilac Hill subdivision plat, which included Condition of Approval (CoA) #14 of Ordinance 2018-04 .

14. The property owner has agreed to finance the cost of a pedestrian staircase to the west of the subject property, linking Rossie Hill to Deer Valley Loop, at his cost up to $75,000. The stairs shall be constructed at cost to the applicant prior to a Certificate of Occupancy (CO) for the proposed duplex on Lot 1B. Should the stairs not be constructed prior to CO, the applicant shall post a guarantee or bond for the construction of the stairs. If the BLM does not grant the easement for the pedestrian staircase, the applicant's guarantee or bond shall sunset within 36 months of CO on the duplex project.

Analysis

The BLM has proposed a public disposition of property in this location for several years but due to numerous variables, the disposition has not taken place. The applicable CoA denotes specific parameters and timelines associated with the funding for the staircase, including a sunset.

The developer has received the CO for the property and has bonded for the money with the City's Engineering Department. The next step is to acquire ROW.

The ROW application requires that a governmental entity adopt a resolution prior to submitting.

Existing ROW agreements with the City for Rossi Hill Drive have several conditions, including but not limited to:

Attachments

A Resolution- BLM Right of Way Application

Resolution No. 11-2020

RESOLUTION AUTHORIZING PARK CITY SUSTAINABILITY DEPARTMENT TO FILE AN APPLICATION FOR PEDESTRIAN FACILITIES ON FEDERAL LANDS AND TO APPLY FOR A BLM GRANT ALLOWING USE OF BLM PROPERTY

WHEREAS, Park City provides for trails and walkability infrastructure for the community and visitors with a high level of service and safety; and

WHEREAS, Park City Council and the Park City Planning Commission approved the Lilac Hills subdivision, which required the developer to provide significant funding for a public staircase located on Federal Lands; and

WHEREAS, the Bureau of Land Management owns several acres located in the Rossi Hill area; and

WHEREAS, the Bureau of Land Management requires users of access roads and trails across pubic land to file an Application for Transportation and Utility Systems and Facilities on Federal Lands; and

WHEREAS, the Trails and Open Space Department has completed the application; and

WHEREAS, the BLM requires the Park City Council to pass a Resolution authorizing the filing of the application and a subsequent request for a grant which would allow use of the property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

SECTION 1. AUTHORIZATION. The Park City Council authorizes the Mayor or City Manager to sign the Application for Pedestrian Facilities on Federal Lands and the subsequent request for a grant which would allow use of the property.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council.

PASSED AND ADOPTED May 21st, 2020.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Andy Beerman

ATTEST:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
City Attorney’s Office