



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 31, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on March 31, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, Litigation, and Advice of Counsel

WORK SESSION

3:00 p.m. - Discuss Park City's Transportation Critical Priority
[Transportation Presentation](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. PROCLAMATION

1. Consideration to Adopt Resolution 04-2022, a Proclamation Declaring April 2022 Parkinson's Awareness Month
(A) Public Input (B) Action
[Parkinson's Awareness Month Staff Report](#)
[Exhibit A: Parkinson's Awareness Month Proclamation](#)

III. APPOINTMENTS

1. Appoint a Liaison to the Summit County Open Space Advisory Board

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Peak Day Traffic Management Program Overview
[Peak Day Traffic Management Program Staff Report](#)
[Exhibit A: Traffic Management Tools and Resources](#)

2. Summer 2022 Transportation Construction Projects
[Summer 2022 Transportation Projects Staff Report](#)
[Exhibit A: Project Location Map](#)
3. Spring Transit Service- Quarterly Transit Update
[Transit 2022 Spring Summer Service Plan Staff Report](#)
[Exhibit A: Spring-Summer-Service-Overview](#)
[Exhibit B: Ridership](#)
[Exhibit C: Route Reliability](#)
[Exhibit D: Customer Feedback](#)
[Exhibit E: Prospector Drive Bus Stops](#)
4. February 2022 Budget Monitoring and Sales Tax Report
[Budget Monitoring and Sales Tax Report](#)
[Exhibit A: February 2022 Revenue Summary](#)
[Exhibit B: February 2022 Expense Summary](#)
[Exhibit C: January 2022 Sales Tax](#)
[Exhibit D: General Fund Statistics](#)

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

VI. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from March 15, 2022
[March 15, 2022 Minutes](#)

VII. CONSENT AGENDA

1. Consideration to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM Inc., in an Amount Not to Exceed \$60,000 to Prepare a Federally Mandated Zero-Emissions Fleet Transition Plan
[Zero Emissions Vehicle Transition Staff Report](#)
[Exhibit A: AECOM Scope of Work and PSA for Zero Emissions Fleet Transition Plan](#)
2. Consideration to Authorize the City Manager to Enter into a Contract with Zion's Public Finance, Inc., in a Form Approved by the City Attorney's Office, for a Three (3) Year Term with an Option of Two (2) One-Year Extensions for Financial Advisory Services for Municipal Bond Related Issues
[Financial Advisor Agreement Staff Report](#)
[Exhibit A: Scope of Work and Fee Schedule](#)

VIII. OLD BUSINESS

1. Consideration to Approve Ordinance No. 2022-05, an Ordinance Denying the Mountain Ridge Subdivision, Lot 13, Plat Amendment, Located at 3099 Mountain Ridge Court, Park City, Utah
(A) Public Hearing (B) Action
[Mountain Ridge Subdivision Lot 13 Staff Report](#)
[Exhibit A: Draft Ordinance No 2022-05](#)

IX. NEW BUSINESS

1. Consideration to Authorize the City Manager to Execute a Contract for a Minor Professional Services Agreement with SWCA Environmental Consulting for Historic Preservation Consulting Services in the Amount of \$30,000.00 Annually for a Three Year

Term

(A) Public Input (B) Action

[Historic Preservation Consultant Staff Report](#)

[Exhibit A: Scope of Services](#)

[Exhibit B: Historic Preservation Consultant RFP](#)

2. Consideration to Authorize the City Manager to Execute a Professional Services Agreement in a Form Approved by the City Attorney's Office with Momentum Recycling, LLC, for the Operations and Engagement Project Management Services for the Main Street Business Improvement District (BID) in an Amount Not to Exceed \$54,000 Annually for a Two Year Term
(A) Public Input (B) Action
[Momentum Recycling Award of Contract Staff Report](#)
[Exhibit A: Scope of Work](#)
[Exhibit B: Stakeholder Input Timeline](#)
3. Consideration to Authorize the City Manager to Execute the Construction Agreement in a Form Approved by the City Attorney's Office with Vancon Inc., for the Construction of the Rossie Hill Stairs in an Amount Not to Exceed \$298,000.00
(A) Public Input (B) Action
[Rossie Hill Stairs Contract Award Staff Report](#)
[Exhibit A: Vancon Bid](#)
[Exhibit B: Rossie Hill Stairs Vicinity Map](#)
[Exhibit C: Old Town Stairs Typical Construction](#)
4. Consideration to Authorize the City Manager to Execute a Construction Agreement with Wardell Brothers Construction to Construct the Quinn's Junction Park and Ride Project, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$3,452,472.30
(A) Public Input (B) Action
[Quinn's Junction Park and Ride Construction Contract Staff Report](#)
[Exhibit A: Project Location Map](#)
[Exhibit B: Quinn's Bid Summary](#)
[Exhibit C: Wardell Brothers Bid](#)
[Exhibit D: Draft Construction Agreement](#)
[Exhibit E: Quinn's Park and Ride Evaluation](#)
5. Consideration to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney with Parametrix. Inc. for an Amount Not to Exceed \$30,072.68 for the Design of Bus Stop Site Improvements at Meadows Drive and McPolin Farm
(A) Public Input (B) Action
[Bus Shelter Site Improvement Design Contract Staff Report](#)
[Exhibit A: Location Map](#)
[Exhibit B: Parametrix Proposal](#)
[Exhibit C: DRAFT Design Professional Service Agreement](#)
6. Consideration to Authorize the City Manager to Execute Two Professional Services Agreements, in Forms Approved by the City Attorney for Construction Management with Wall Consultant Group. Inc. 1) for an Amount Not to Exceed \$175,771.19 for Quinn's Junction Park & Ride; and 2) for an Amount Not to Exceed \$100,720.63 for the Park Avenue Bus Stop Site Improvements
(A) Public Input (B) Action
[Quinn's Park and Ride and Park Avenue Bus Shelter Construction Management Staff Report](#)
[Exhibit A: Project Location Map of Quinn's Park and Ride](#)

Exhibit B: Project Location Map of Park Avenue Bus Stop Site Improvements

Exhibit C: WCG Proposal

Exhibit D: DRAFT Design Professional Service Agreement

X. 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.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

3:00 p.m. - Discuss Park City's Transportation Critical Priority

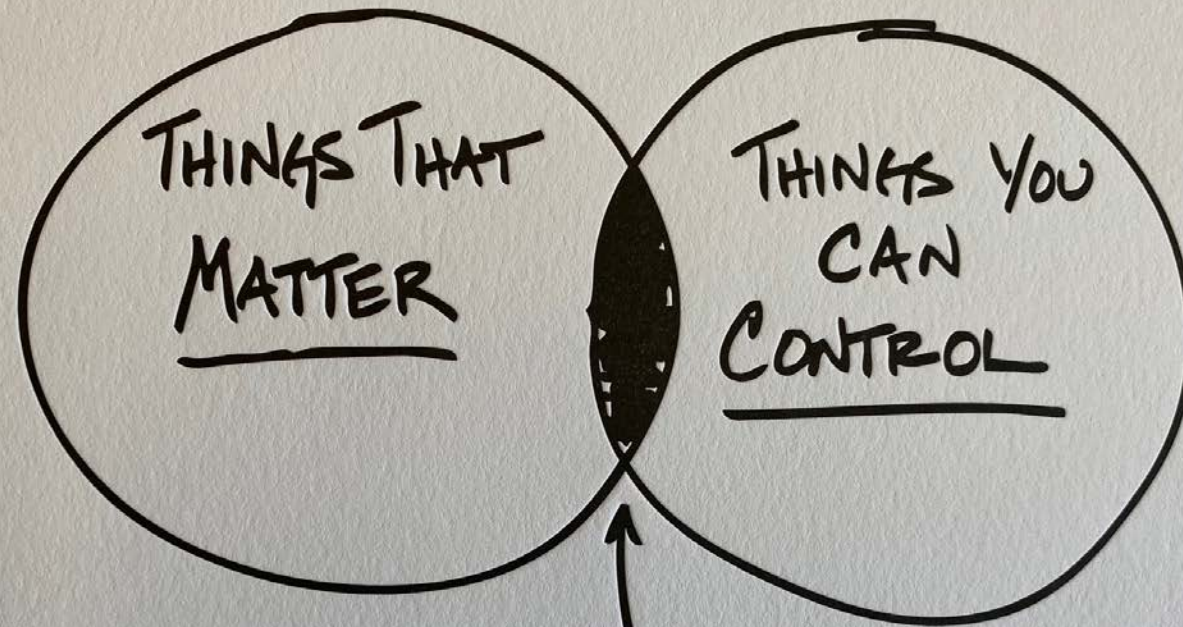
Suggested Action:

Attachments:

[Transportation Presentation](#)

Transportation





WHAT YOU SHOULD FOCUS ON

2023

Transportation Work Session Overview

- Traffic & Immediate Mitigation Strategies
- Transit
- Long Range Planning
- Disruptive Ideas

Traffic

- What does successful traffic mitigation look like?
- How should the city prioritize efforts among the available levers for traffic mitigation?
- What are the council's priorities in addressing traffic?
 - o Reduce travel times for in-town car trips?
 - o Address inbound/outbound bottlenecks for regional trips?
 - o Reduce peak traffic volumes?
 - o Reduce cut-through traffic in residential neighborhoods?

Traffic

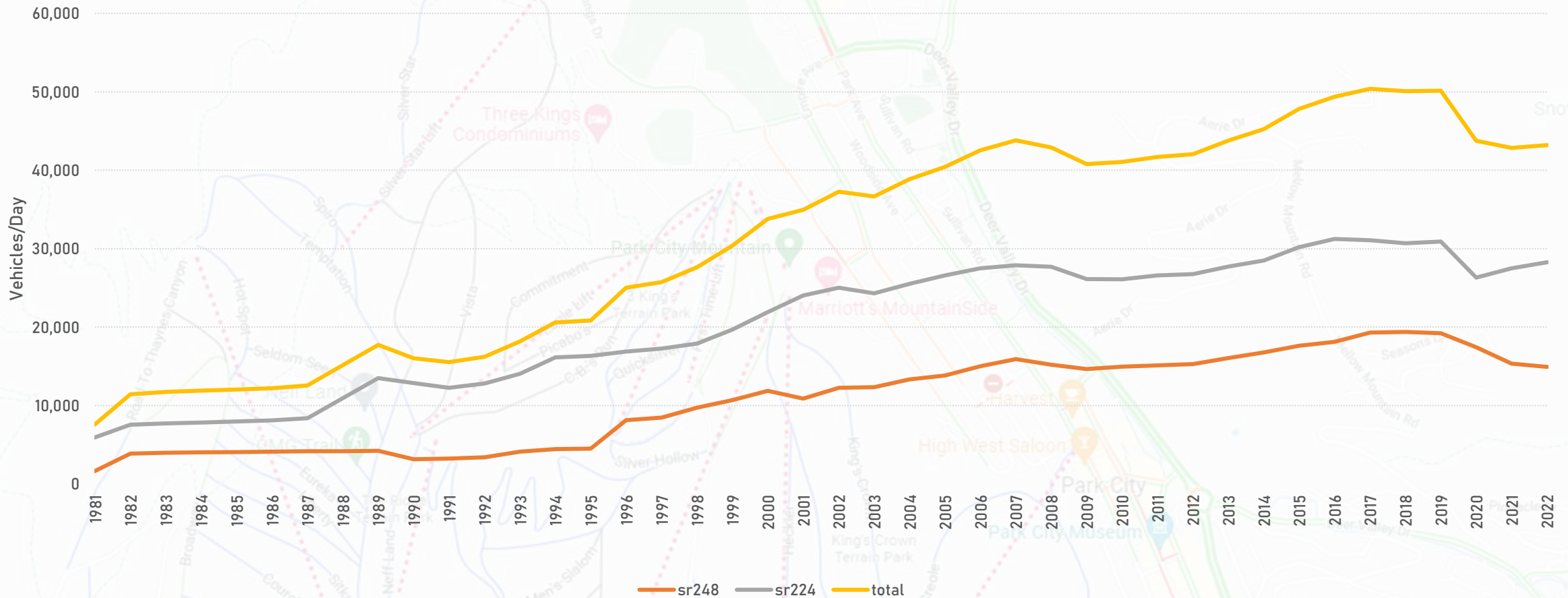
The community feels like traffic is negatively impacting their quality of life.

- Where are people coming from through our entry corridors?
- Are more people using single occupancy vehicles vs. riding transit, carpooling or taking a hotel shuttle?
- How many peak days do we have and how do we determine peak days?
- Is there a peak demand at only certain times of the day?
- What did we learn from our President's Week experiment?

Citywide Traffic

Vehicle traffic on our two entryways has historically increased in line with the economic growth of the City.

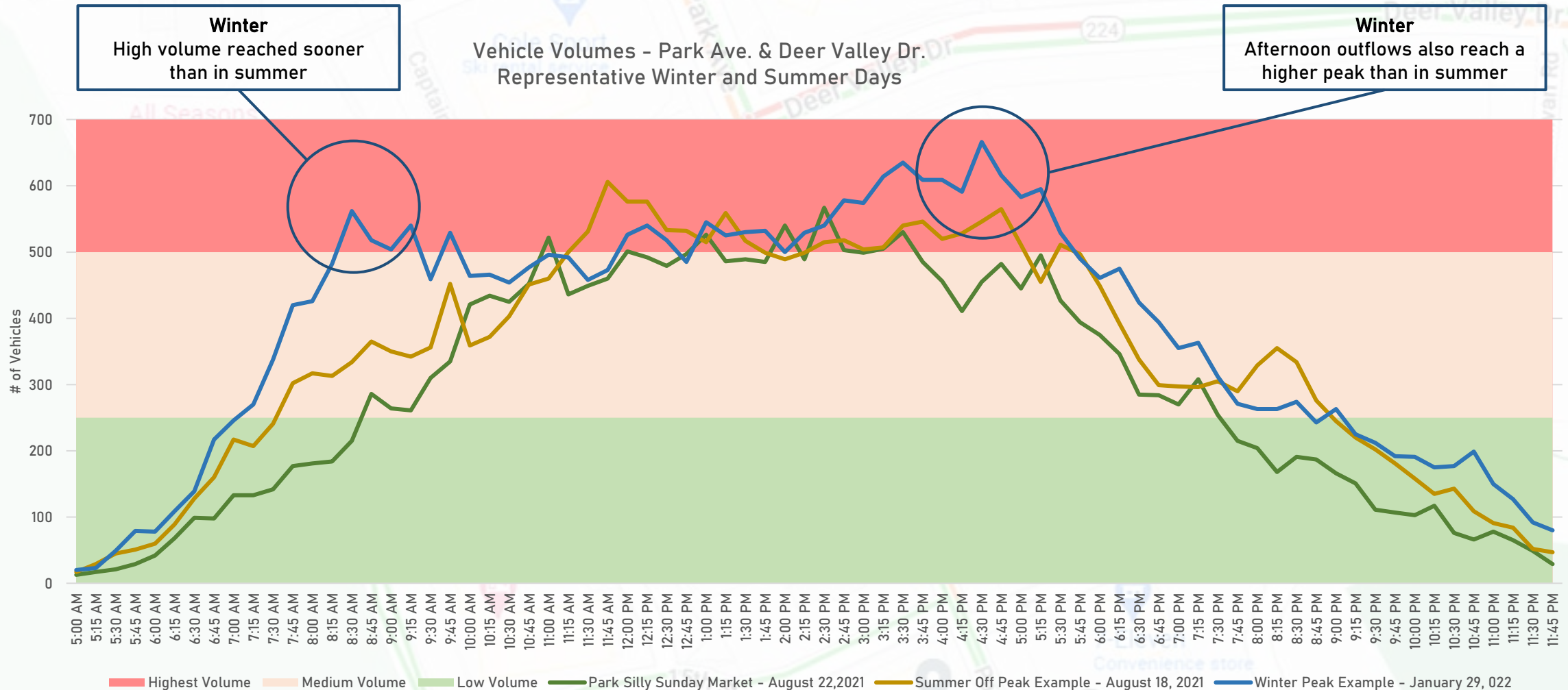
AADT Radar on 224 and 248 into Park City
(Annual Average Daily Traffic)



Source: UDOT, Park City Municipal Corporation. As of February 25, 2022. Note: 2022 data is sourced via light signals as opposed to radar.

Park Ave & Deer Valley Drive – Hourly Zeroing in on the Problem

Specific roadways and corresponding levels of service are reaching high volume at specific hours of the day. As volume ramps in narrow time windows, free-flow speeds decay. In winter, a peak is reached sooner than in summer.

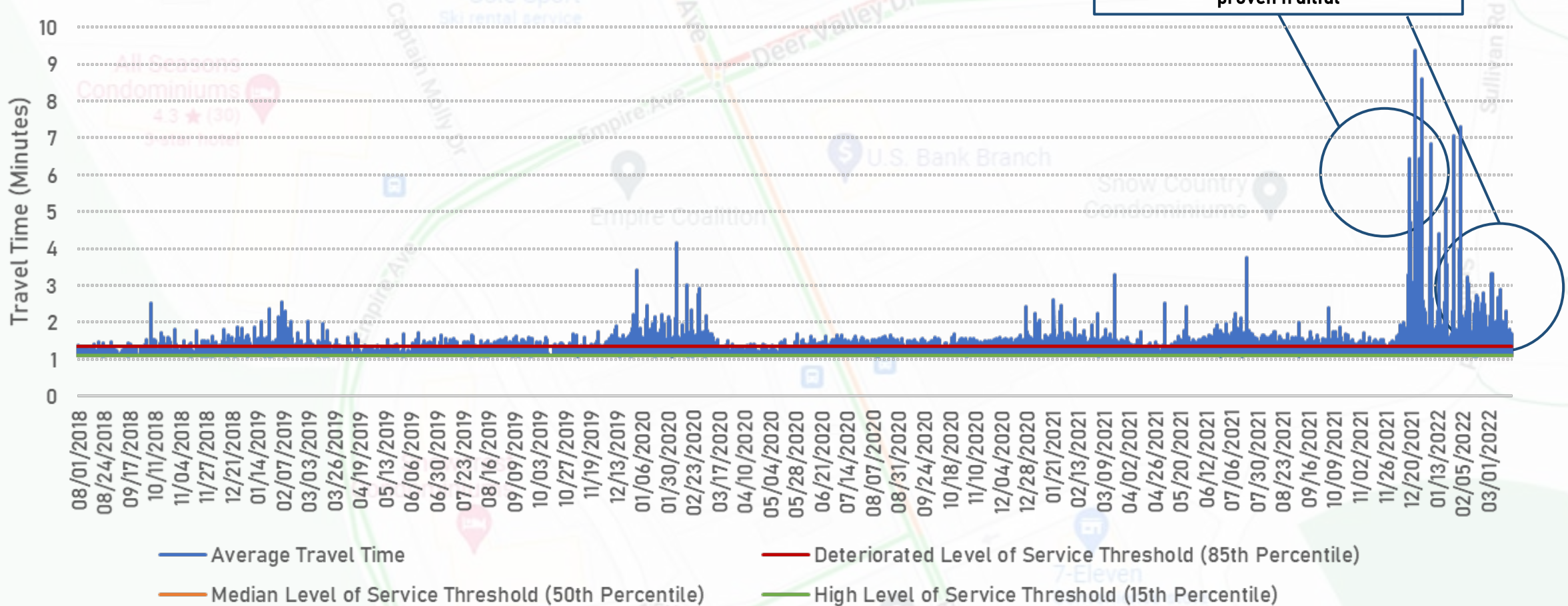


Source: UDOT IPEMS, Park City Municipal Corporation. As of March 8, 2022.

Empire to PCMR Drop-Zone

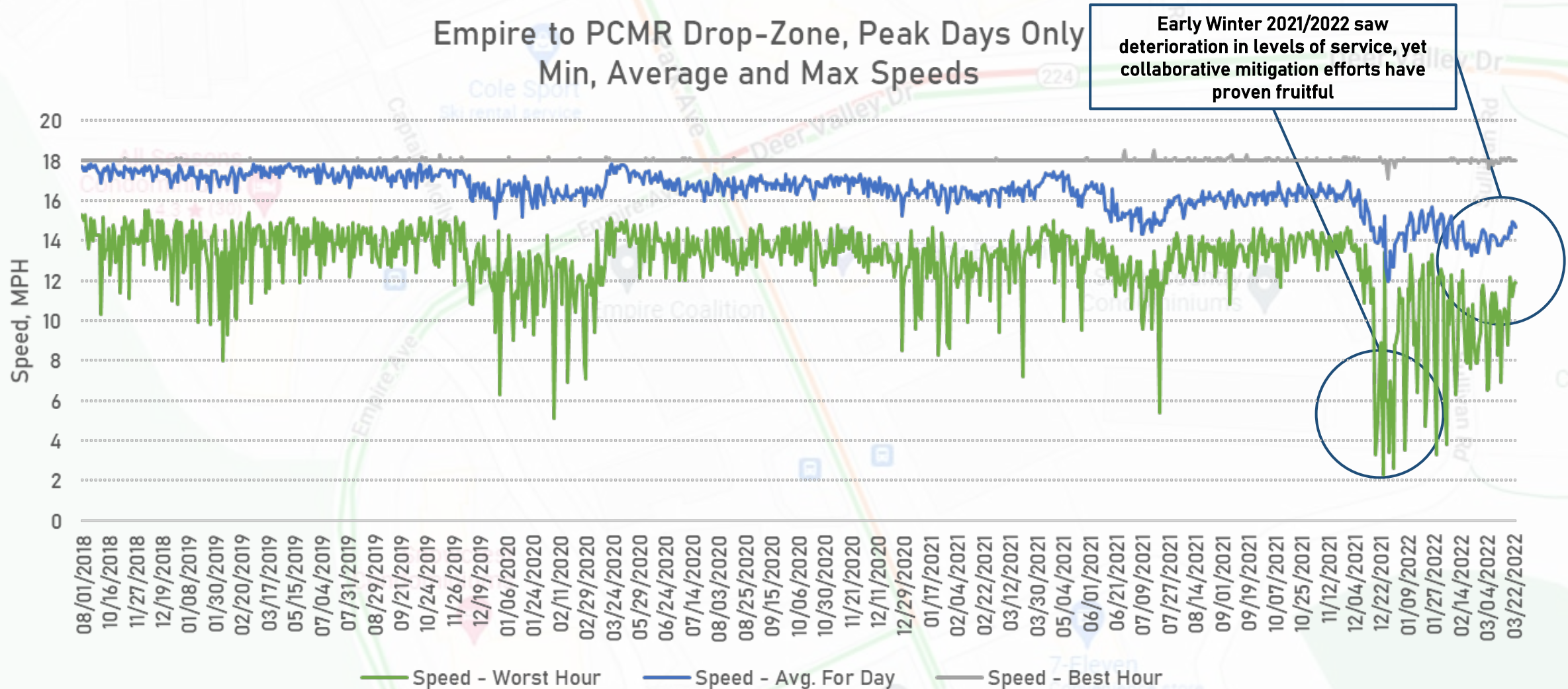
Travel times to key base areas have proven challenging, yet mitigation efforts are improving conditions.

Empire to PCMR Drop-Zone Travel Time Aug. 2018 - March 2022



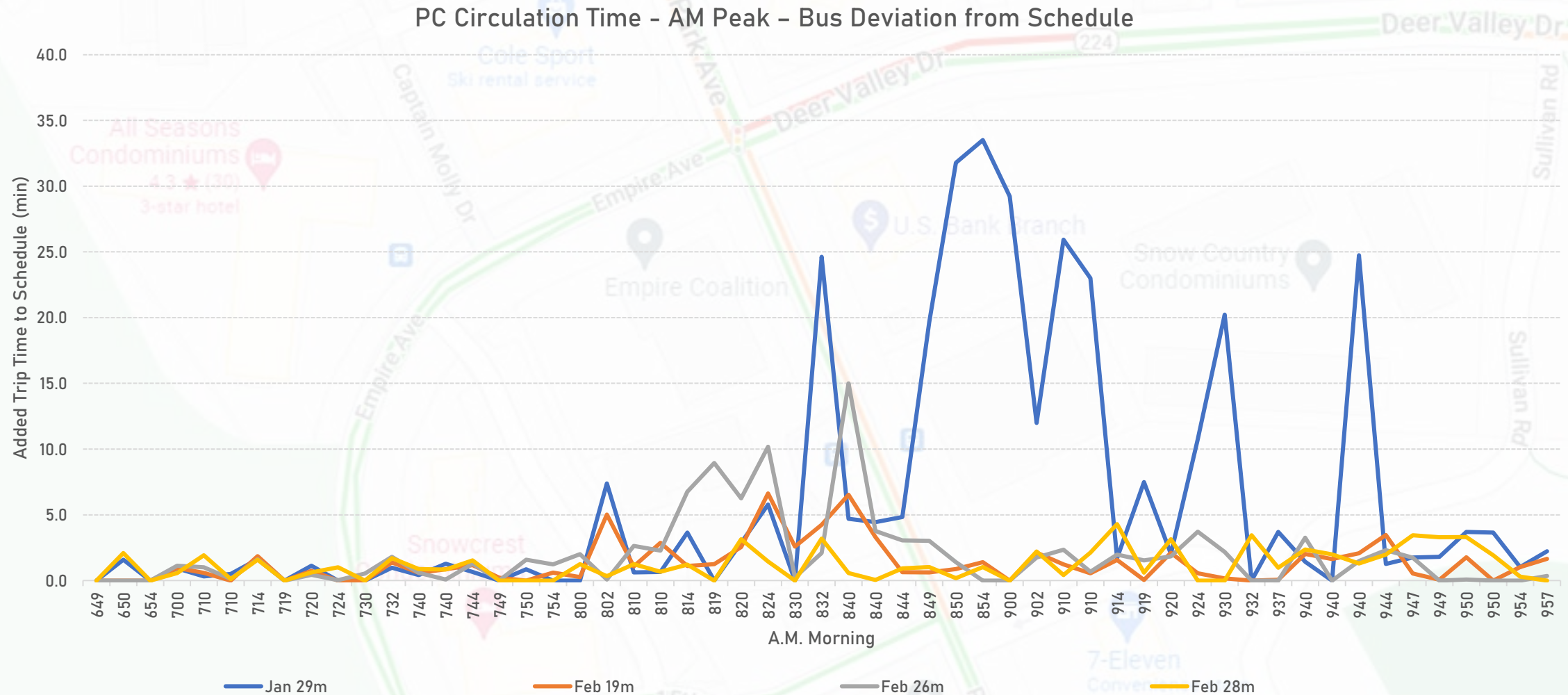
Empire to PCMR Drop-Zone

Travel times to key base areas have proven challenging, yet mitigation efforts are improving conditions.



PCMC's Transit System Feels the Effects

When traffic flows negatively compound bus trip times are equally affected. Mitigation efforts are benefitting transit travel times.

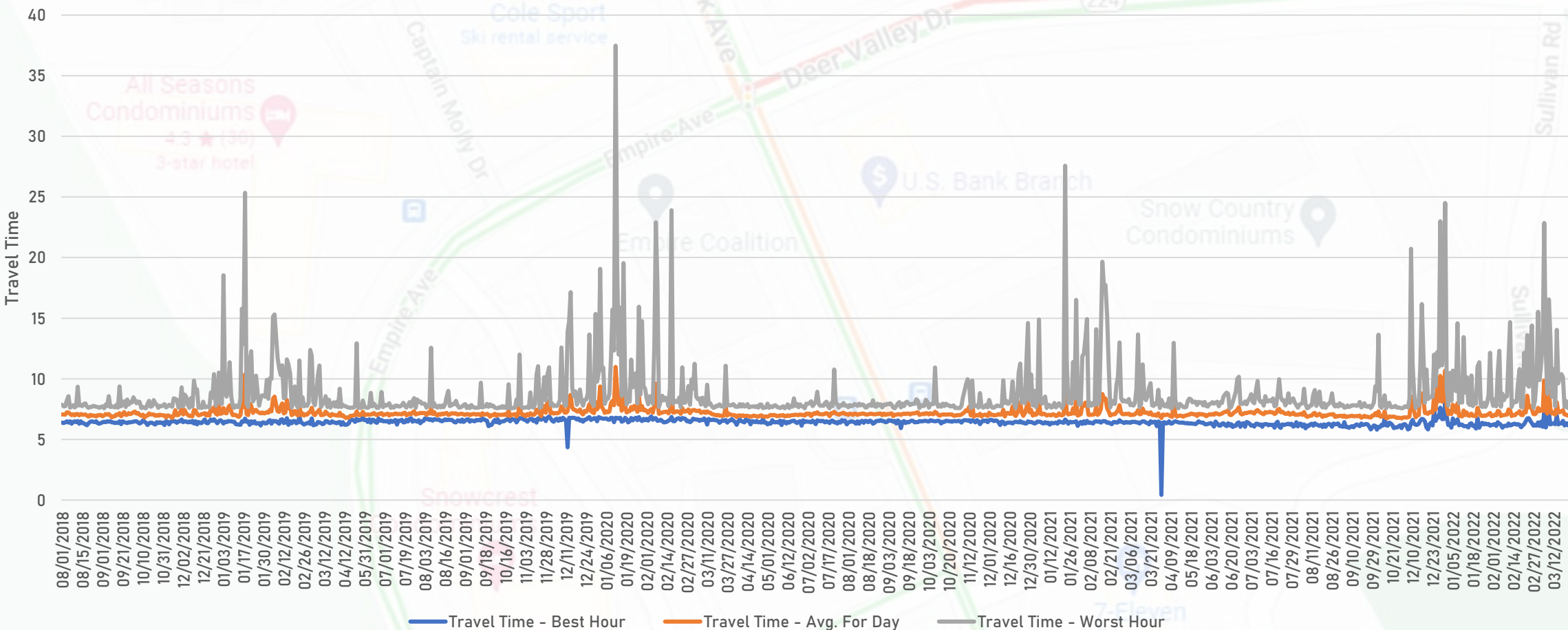


Source: Avail, Park City Municipal Corporation. As of March 8, 2022.

224 Inbound on Peak Days

The experience on 224 has largely been consistent with the past.

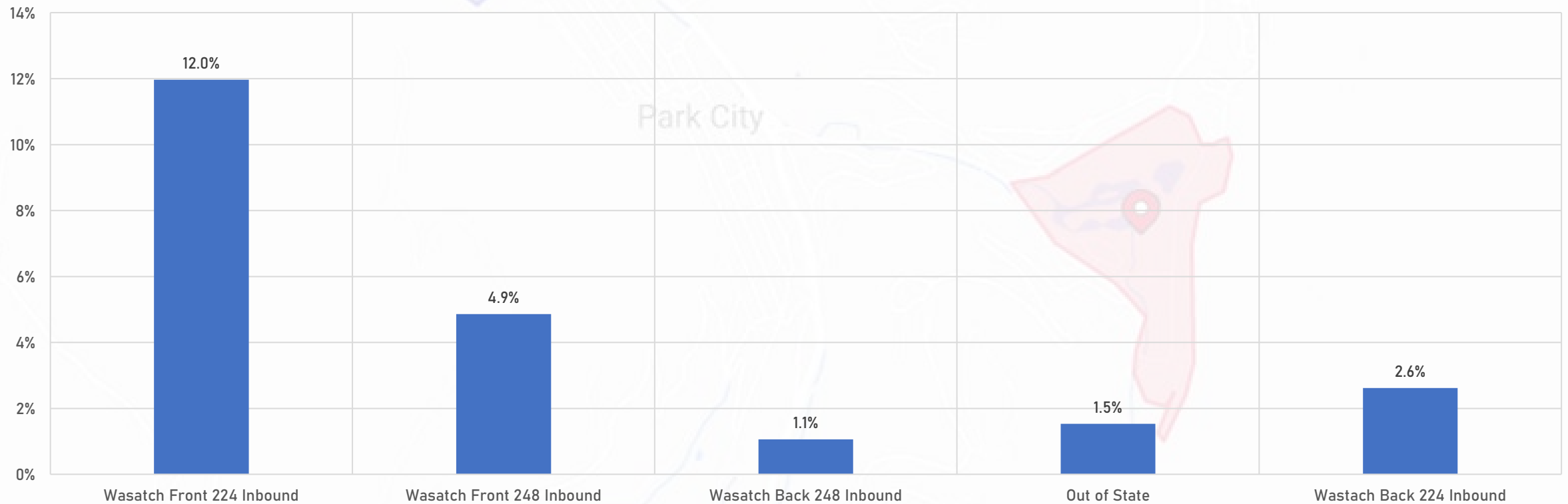
224 Inbound to Kearns
Travel Time



Source: Avail, Park City Municipal Corporation. As of March 8, 2022.

Where do Winter Visitors Come From?

Top % Visitors Through PCM Classic Base by Home Location
If Home Location Detected
Jan. 2021 - Feb. 2022

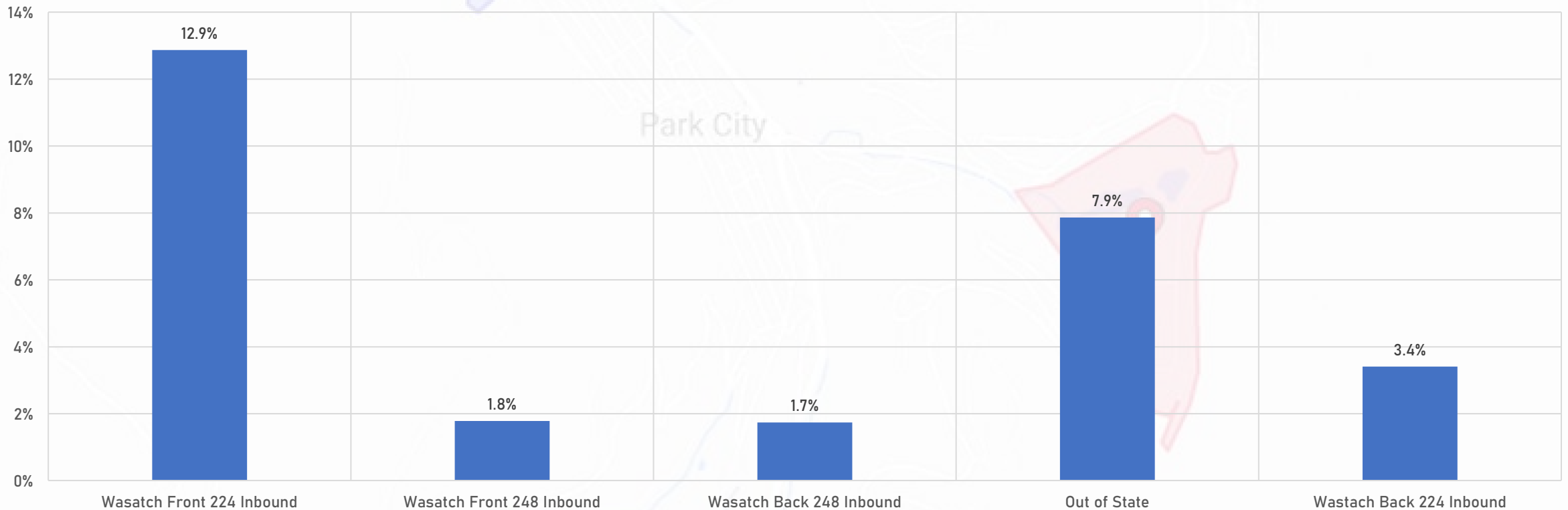


Source: Placer.ai, Park City Municipal Corporation. As of February 25, 2022.

Note: Visitor home locations are based on detection of where cell phones that have visited the above location reside during hours of the night. In the case that data about the night-time location of a visitor's cell phone is not available the home location of that visitor will not be counted in the data set. Therefore, the above data comprises the home locations of visitors in the case that a home location was detectable. In turn, the graph above will not sum to 100% as it does not comprise the full set of all visitors into this space over the date range specified.

Where do Winter Visitors Come From?

Top % Visitors Through DV Base by Home Location
If Home Location Detected
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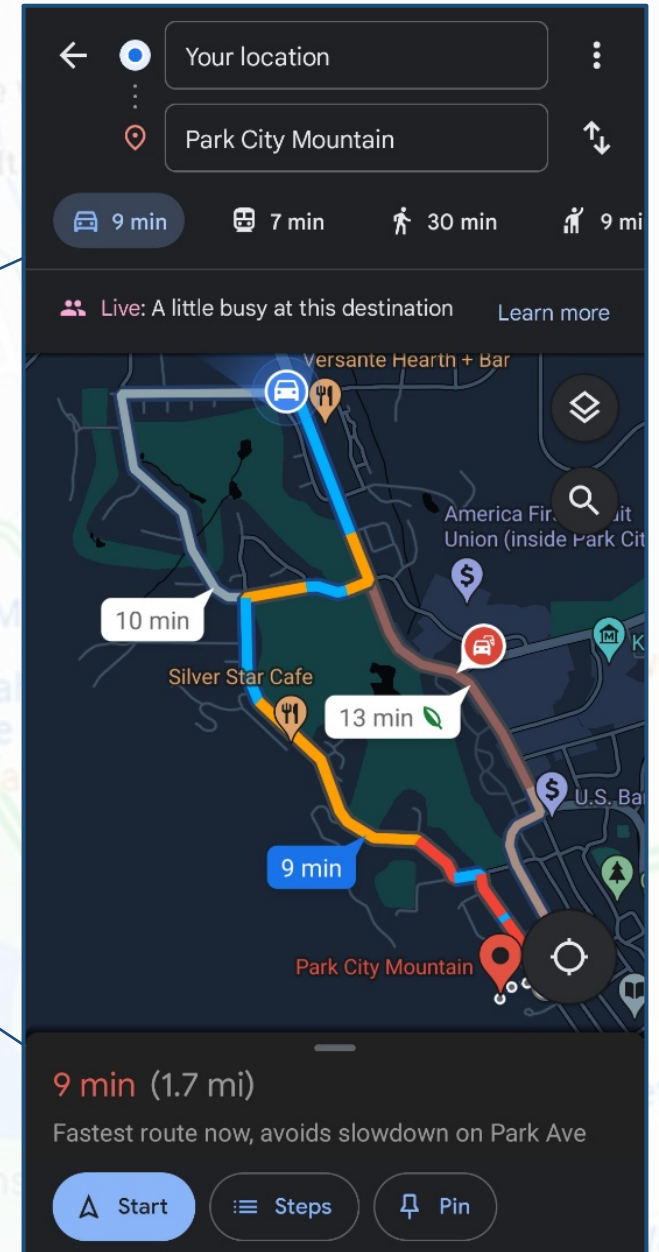


Source: Placer.ai, Park City Municipal Corporation. As of February 25, 2022.

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Emergent Challenges

Tech platforms advising app users to utilize neighborhood roads to circumvent congestion.



Traffic Goals

1. Protect residential neighborhoods – reduce cut-through traffic
2. Transit Efficiency
3. Vehicle Traffic Flow

Does Council agree with these goals and the priority order?

Immediate Traffic Program Ideas to Potentially Explore (within the next 3-8 months)

1. Neighborhood Traffic Management Program (NTMP) Re-visioning
2. Resident Access Pass Program
3. Permanent regulatory signs in neighborhoods (w/ seasonal & hourly restrictions)
4. Temporary Pedestrian Enhancements (resort & downtown areas)
5. Intersection Improvements – Ex) Double Left onto Deer Valley Dr. From Park Ave.
6. No Left turn sign on Chambers (From Marsac)
7. Dedicated Traffic Division

Traffic Operations Options for Next Winter

Traffic Division Options		
Alternatives	Total Cost	Mitigation Level
1. Fallback - Pre-Presidents Week (status quo)	\$75,000	Medium
2. Maintain - Presidents Week level for entire winter	\$900,000	High
3. Enhance - Traffic Division	\$3,000,000	Highest

Traffic – Parking Enforcement Philosophy

Winter Season (Dec. 1 – March 21) - 4224 Total Tickets written
2,587 Warnings – Vast majority are first time meter violations + a few idling notices.
1,637 Tickets with Fines = \$68,770

Current Ticketing Procedure

Parking Services issues tickets with fines to repeat violators. If a vehicle has no history of receiving tickets or are exceptionally older tickets, we issue a warning. The exceptions are egregious violations that cause traffic or pedestrian flow disruption- in many cases, those are also towed by Police.

Who are our biggest violators?

- Most tickets are issued to visitors in the form of 1st time meter violation warnings with no fine unless they're encountered in violation again in the future.
- Very few tickets (less than 100 per year) are issued to residents and most are warnings/conversations to solve the problem and help guide them to alternative parking solutions- almost every resident is highly appreciative of this approach and we find excellent compliance/adhesion after a conversation takes place.
- Most habitual violators are workforce in Old Town trying to work around the paid parking program and/or refuse to obtain the proper permit. The majority are responsive in correcting behavior, but there are a handful that accrue tickets to the point of multiple tickets and eventual impound.

Does council agree with this philosophy? Or, do you want to discuss a different approach?

Staff can schedule a date to return to council for a deeper dive into parking fees & fines if desired.

Traffic – Police Enforcement Philosophy

Winter Season (Dec. 1 – March 21) – 980 Total Traffic Stops

816 Warnings

164 Citations

- Traffic violations that are egregious, endanger the general public or committed by repeat offenders, typically result in a citation.
- Resort town philosophy
 - Not heavy handed
 - Officer's discretion
 - Change behavior and educate
 - Desire to treat everyone fair and equitable

Does council agree with this philosophy? Or, do you want to discuss a different approach?

Traffic Questions

- Fall back, maintain, or enhance?
- To what extent do you want to stand up a traffic division?
- And, at what level of service?

Transit Solutions

We Heard from The Community...

**Express
service to
major
destinations**

**Micro-
Transit**

**Dedicated
Bus Lanes
from Park &
Rides**



What We are Doing...

- ✓ Short Range Transit Plan
- ✓ Transit priority lanes on 224 & 248
- ✓ 224 Bus Rapid Transit (BRT)
- ✓ Quinn's Park & Ride
- ✓ Electric Fleet
- ✓ Microtransit pilot
- ✓ Improve bus stops
- ✓ Improve technology to be more user friendly

Upcoming Transit Projects



GOAL	ACTION	STAGE	TIMELINE
Electric Fleet 2030	Fleet Conversion	Zero Emissions Fleet Transition Plan/Grants/Procurement	2030
Improved Bus Shelters	Park Ave Bus Shelters	Construction/Apply for Grants	2022
Park and Ride Connections	Quinn's Park and Ride	Construction/Apply for Phase 2 Grants	2022
Customer Service	Support Staff in system	Implemented	2022
Expanded Transit Service	Micro Transit/SR248	Seeking Funding/Pilot	2022
Improved Safety	Safety Protocols	80% Reduction in Avoidable Accidents	2022
Add Transit Amenities	Design Improvements	Grants/Design	2022

Transit - Moving Forward

Short Range Transit Plan Considerations

- Cover New Areas
- Fast Direct Service
- Minimize Transfers

Micro-Transit Pilot

- Proposal to launch a micro-transit pilot for an area currently underserved: Park City Heights or Park Meadows
- Microtransit is a step between TNCs (Uber Lyft Taxis) and Fixed-Route service
- Not intended to replace direct rides, but to supplement the transit service and provide greater coverage
- We have an opportunity for collaboration with High Valley Transit
 - Estimated cost for HVT pilot is \$250K for 6 months (3 vehicles, 7am-10pm)
 - This is an all-inclusive solution – vehicles, drivers, customer service, app, etc.
- Or, we can issue an RFP for the pilot
- An RFP will be issued for a permanent service
- Returning to Council on April 28th with details on options and request for pilot plan approval.

Transit Operations



Goals:

- Increase ridership to pre-pandemic levels
- On time performance at 85%
- Zero missed trips due to operator availability – increased wages and retention programs to ensure fully staffed
- Less than 15 avoidable accidents per calendar year



Transit Operations



Challenges and Opportunities:

- Need for comfortable work environment
- Need to increase salaries to compete with market.
- Need to increase number of drivers to provide more break opportunities
- Adequate time at end of line for bio breaks and time out of the seat
- Easy to access comforts (food, water, break room)
- Additional breakroom facilities/end of line amenities
- Training Opportunities
- Celebration and Recognition programs (accident-free awards, anniversaries, accolades)

Transit Questions

Who should be served by Transit and in what priority order?

- Transit Dependent/Employees
- Residents
- Visitors

How should we base service decisions?

- Ridership
- Traffic travel patterns
- Frequency needed
- Cost
- Community Feedback
- All of the above

How do we get the community to embrace change when we roll out the Short Range Transit Plan?

Long Range Transportation Plan: Park City Forward

Long-range blueprint that sets forth a multi-decade strategy for transportation investments for all modes of transportation.

- **Responsible plan with phased approach**
- **More than traffic solutions**
- **Fiscally responsible**
- **Report and Project list needed to direct grant applications and transportation next-steps**

Full report and project list coming to Council in May

An entire section of the LRTP is devoted to “big concepts” projects. We have budgeted funding to do targeted studies, we have identified locations for infrastructure investments. Let’s talk about where to spend our time.

QUESTION #1

A. Provide new parking areas and mobility options **outside of city limits?**

- Requires additional land that may have identified uses
- Prevents more cars from coming into the City

OR

B. Provide new parking areas and mobility options **outside of Old Town**, but still closer to destinations?

- More cars on gateway corridors

OR

C. Provide new parking areas and mobility **as close as possible** to major destinations?

- More cars on local streets and gateway corridors to Old Town

QUESTION #2

A. Widen roads to accommodate increases in traffic?

- Less delay/less traffic/higher level of service

OR

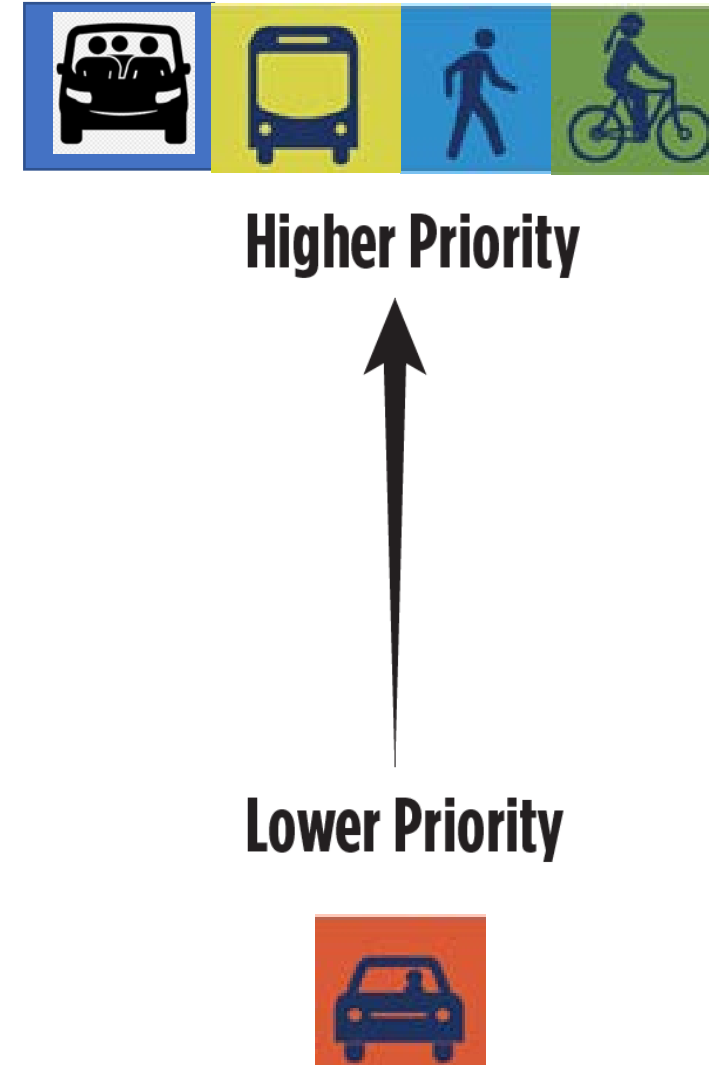
B. Invest in alternative transportation modes and technologies to accommodate mobility. Road expansion should be considered only in critical situations to support transit.

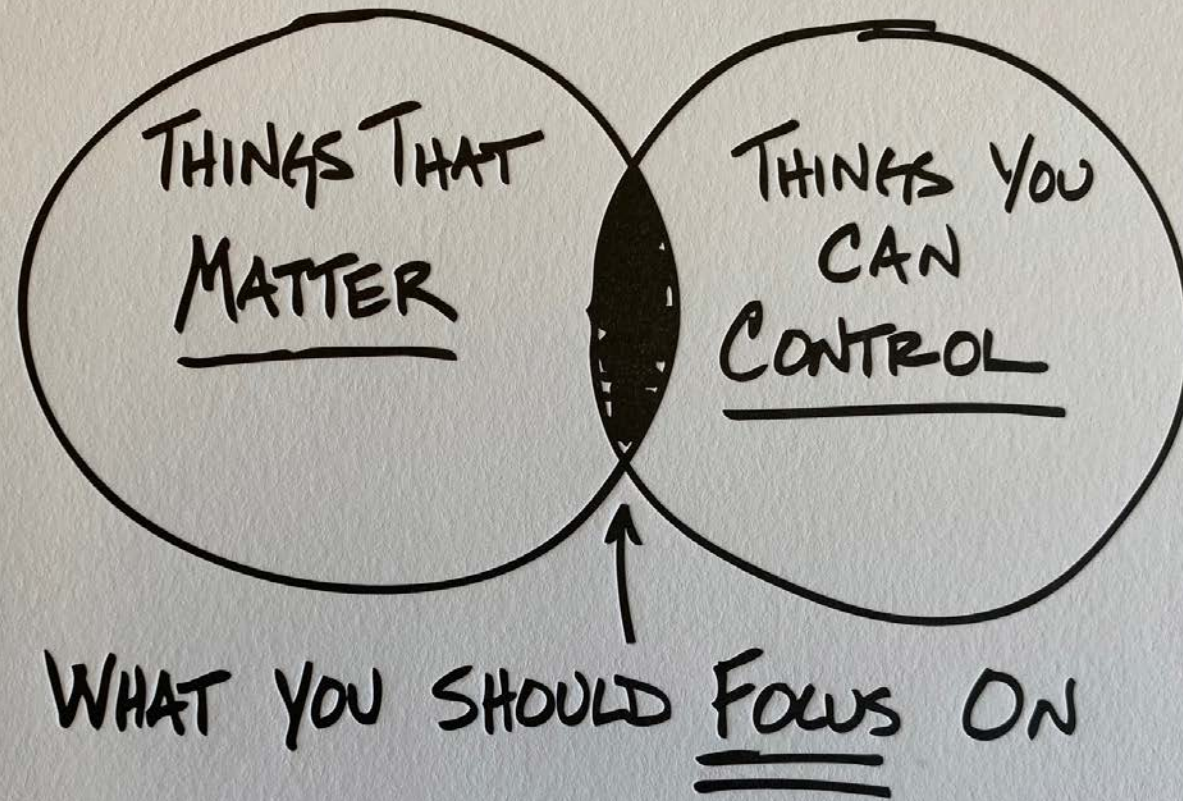
- Requires change in human behavior, may cost more to park/drive, bigger investment in transit infrastructure and service

QUESTION #3

A. What is the mode we should be targeting on our gateway corridors during peak times?

- Transit, High occupancy vehicles, walk/bike
- Single occupancy vehicle use





2023



The Future?



The Las Vegas Convention Center Loop in June. John Locher/AP Photo

Big Ideas the community is talking about...

Complex

Expensive

Controversial

Disruptive

Sacrifice

**Requires
collaboration &
partnership**

Disruptive Ideas

1. 248 jurisdiction transfer, reversible lanes, widening
2. New/additional in-town parking garage
3. Pedestrianize Main Street
4. Gordo as a Park & Ride
5. Use of Alternative Access points – Guardsmans and Deer Crest
6. One-way - Bonanza, 248, Park Ave, Deer Valley Drive
7. Staggered start times for work, school and play
8. Required Parking reservations for event and resort visitors
9. Paid parking as a TDM tool for events and resorts
10. Rail Trail expansion for Transit or Aerial
11. Airport lounge partnership with business community – transportation to Park City
12. Tesla tunnel & Autonomous vehicle to aerial
13. More regional public transportation solutions between Wasatch Front and Park City
14. Drone deliveries
15. Construction vehicle and delivery restrictions
16. Congestion pricing – toll roads at peak times

Questions and Discussion



Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:45 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: PROCLAMATION

Subject:

Consideration to Adopt Resolution 04-2022, a Proclamation Declaring April 2022 Parkinson's Awareness Month

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Parkinson's Awareness Month Staff Report](#)

[Exhibit A: Parkinson's Awareness Month Proclamation](#)



City Council Staff Report

Subject: Proclamation to Declare April 2022 as
Parkinson's Awareness Month
Author: Michelle Downard
Department: Executive
Date: March 31, 2022
Type of Item: Administrative

Summary Recommendation

Consider a proclamation to declare April 2022 as Parkinson's Awareness Month.

Background

At least 1 million people in the U.S. have Parkinson's disease. Parkinson's symptoms can include stiffness and slowness of movement, tremors, mood changes, inability to perform daily tasks, difficulty swallowing, and dementia. There is no treatment to stop the disease progression and there is no cure.

Parkinson's costs the federal government about \$29 billion every year in Medicare and Social Security. Parkinson's costs American households another \$29 billion every year in medical costs not covered by insurance, lost work for family caregivers, and lost income from having to retire early or leave the workforce early. The additional emotional costs of Parkinson's cannot be quantified.

Analysis

A Proclamation demonstrates Park City's support for Parkinson's awareness and recognizes the community members impacted by it including family, friends, caregivers, and loved ones.

Department Review

The Legal and Executive Department have reviewed this report.

Exhibit

A Proclamation to Declare April 2022 as Parkinson's Awareness Month

A PROCLAMATION DECLARING APRIL 2022 AS PARKINSON'S AWARENESS MONTH

Whereas Parkinson's disease affects one million people in the United States, is the second most common neurodegenerative disease, is believed to be caused by a combination of genetic and environmental factors, and is a leading cause of death according to the U.S. Centers for Disease Control and Prevention;

WHEREAS, it is estimated that Parkinson's costs the United States \$58 billion every year, of which the federal government shoulders \$29 billion, leaving American families to cover the remaining \$29 billion every year;

WHEREAS, it is estimated that, by the year 2037, the number of people with Parkinson's in the U.S. will nearly double, and the disease will cost America at least \$79 billion every year;

WHEREAS, the symptoms of Parkinson's disease can include dementia and cognitive impairment, tremors, slowness of movement, "freezing" in place, inability to walk and maintain balance, speech difficulties, depression, losing the ability to swallow, and a variety of other symptoms;

WHEREAS, there are tens of millions of family caregivers, friends, and loved ones whose lives are greatly affected by Parkinson's disease;

WHEREAS, more research and increased education and community support services are needed to find better treatments and a cure as well as maintain dignity for those living with the disease today; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby deem it appropriate to proclaim April 2022 as Parkinson's Awareness Month.

PASSED AND ADOPTED this 31st day of March, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Margaret Plane, City Attorney

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: APPOINTMENTS

Subject:

Appoint a Liaison to the Summit County Open Space Advisory Board

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Peak Day Traffic Management Program Overview

Suggested Action:**Attachments:**

[Peak Day Traffic Management Program Staff Report](#)

[Exhibit A: Traffic Management Tools and Resources](#)



City Council Staff Communication

Subject: Peak Day Traffic Management Program Overview
Author: Sarah Pearce and Jenny Diersen
Departments: Peak Traffic Team - Executive, Economy, Special Events, Police, Parking, Transit, Public Works, Streets, Community Engagement, Engineering, and Building
Date: March 31, 2022
Type of Item: Informational

Summary

Due to growth in traffic and congestion during peak periods and busy holidays, Park City Municipal implemented a Peak Day Traffic Management Program that elevates our level of service and plans and coordinates warning and response systems to mitigate for inclement weather, peak ski days, and holidays that significantly impact and/or overwhelm Park City's transportation system and roadways. This program continues to progress and adapt in response to the unique challenges presented by a successful resort economy. This program will require additional resources to continue, as most of the program's labor is drawn upon existing, salaried employees working weekends, evenings, and holidays.

The Peak Day Traffic Management Program has the following goals:

- Reduce Single Occupancy Vehicles coming into town;
- Provide Transit Priority & Increase Transit Ridership;
- Reduce Cut Through Traffic and protect Residential Areas; and
- Ensure Public Safety and secondary emergency access routes.

Program Overview

Park City Municipal first organized and implemented a special purposed Peak Day Traffic Management Program in 2016. At the time, the additional level of service was relatively infrequent, very predictable, and only necessary a few days each year. Today, this program is necessary virtually every winter weekend, holiday (week), and special event.

The internal team meets weekly, including Transit, Police, Parking, Public Works, Special Events/Economic Development, Engineering, Building, Transportation Planning, Emergency Management, Executive, and Communications. In addition, we work closely with a variety of community partners, including Utah Department of Transportation (UDOT), Utah Highway Patrol, High Valley Transit, Summit County, PC School District, Park City Mountain, Deer Valley, Historic Park City Alliance, Restaurant Assn., Lodging Assn., PC Chamber, and PineTop Engineering.

Identified Peak Ski and Event Days

Approximately 100 days per year are now identified as Peak Ski Days and Special Event Periods where traffic management is implemented to mitigate impacts. This number continues to grow:

- Peak Ski Days: Thanksgiving Week, Christmas Week, New Year's Week, Martin Luther King Weekend, President's Week, March Ski Weekends; and
- Special Event Permits (4A-2-3): FIS World Cup, Sundance Film Festival, Savor the Summit, Fourth of July (July 2, 3, 4, and 5), Kimball Arts Festival, Tour of Utah, Miners Day Weekend, Autumn Aloft Weekend, Halloween, (Christmas, New Years and President's Weekends are also Peak (Event) Time Periods).

Tools and Resources

The Team's activities require intensive organization of labor, equipment, staffing, technology and a myriad of other municipal resources. The majority of the efforts are conducted outside normal working hours (nights, weekends, holidays, and other prolonged peak periods), and impact virtually every department in the City.

PCMC also deploys private contractors, manages intersections, creates transit priority lanes, provides additional snowplowing, and a myriad of intermittent residential traffic mitigation. (See Exhibit A: Traffic Management Tools & Resources)

Community Feedback

A public survey was issued last winter asking for feedback on the 2020/2021 winter peak day traffic management. Results were used to make changes for this year such as "local traffic only/No Thru Traffic" signage in neighborhoods, adjustments to text alert messages, more incentives for employees to use the RideOn program, and increased participation by local businesses in the program.

Data Collection

Like any complex challenge, understanding the data behind periods of traffic and congestion is an important tool to measure, assess, test, and proactively make changes. PCMC monitors and measures traffic impacts by collecting data for analysis including transit ridership, travel times through key intersections, traffic signal, traffic volumes, and parking lot counts. Collecting and analyzing data across the City is a monumental task.

Moving forward, the Executive Team is considering the merits of creating a centralized data analysis position to better assess and understand the impacts of the resort economy - and how to better design, proactively, our service level response.

Peak Day Update

The immediate operations of peak season are coming to a close for the 2022 winter. However, for the program to adapt and improve, it is critical to enhance and make PCMC operations more efficient. We also require coordination and additional plans and resources from those creating impacts.

Conclusion

Moving forward, if the Council and community continue to seek additional mitigation to address new challenges – and our economy continues to be successful, PCMC will require a major budget adjustment in 2023 to meet community expectations.

Exhibit

Exhibit A: Traffic Management Tools & Resources

Exhibit A

TRAFFIC MANAGEMENT TOOLS & RESOURCES

The following tools and resources are used for the Peak Day Traffic Management Program:

- **Internal Communication** – Cross-departmental team meets at least once a week to discuss changes to operations. During peak days, the team communicates on an ongoing basis to resolve issues.
- **External Communication** – Goal: To proactively communicate transportation-related impacts and potential impacts to residents, visitors, businesses, and employees.
 - VMS Boards (portable message boards placed strategically along Park City's main thoroughfares show real-time information)
 - Text Alerts - Park City Municipal is no longer sending text alerts related to parking at Deer Valley and Park City Mountain Resorts. The RIDEON text message alert handle is reserved for Park City-wide travel impacts such as traffic incidents causing delays or severe weather impacting travel.
 - To sign up for text alerts, text RIDEON to 888777.
 - For resort parking and other resort operations-related information, please visit the following: [Deer Valley](#), [Park City Mountain](#)
 - Social Media (City and Park City Transit social channels)
 - Park City Municipal: Facebook (facebook.com/ParkCityGovt), Twitter (@parkcitygovt), Instagram (@parkcitygovt)
 - Park City Transit: Facebook (facebook.com/ParkCityTransit), Twitter (@parkcitytransit)
 - 1700 AM radio
 - KPCW call-ins to radio hosts (most common during afternoon egress)
 - UDOT – direct residents to UDOT traffic pages for the most up-to-date incident and traffic information on UDOT roadways.
- **Traffic Management** – Police at critical intersections, Drop Load Staging Program, residential signage and barricades, and Traffic Operations Center.
- **Transit Priority** – Traffic signal priority to help buses maintain on-time performance, shoulder running on 224, and expanded transit services.
- **Community & Safety** - Pedestrian management (Kane Security stationed at high-use crosswalks and intersections), signage at residential roads, and staffing in special circumstances
- **Snowplow Services** - PC Public Works times plowing in advance of skier and event load-in and load-out. SR 224 & 248 are serviced by UDOT.
- **Ski Resorts** – Park City High School overflow parking with shuttles, and Deer Valley overflow plan. Both resorts communicate throughout the day with PCMC Peak Day Traffic team.
- **Traffic Flow tools for Special Circumstances** – Circulation patterns (temporary one-ways/directional changes implemented to improve traffic flow, South Marsac drop and load area (on Friday evenings, Saturday and Sunday), China Bridge entrance/exit changes, removal of parking, bus lanes on DV Drive. Most of these tools are special event-related adjustments.

- **Employee Incentives** – RideOn Program incentivizes carpooling ([link](#)), Work from home policy for PCMC staff, and free SLC/PC connect passes. In the past 6 months, 4,000 single occupancy trips have been eliminated by this program.
- **Information Sources**– National Weather Service forecasts, PC Chamber daily occupancy reports, UDOT traffic cameras, and Public Safety Dispatch.
- **Residential Traffic Mitigation** – This service has increased significantly over time and requires increasingly more labor.
 - o Thaynes – Signage and weekend police/parking patrol deterring cut-through traffic into and out of the resort.
 - o Coalition Court - No Thru Traffic / No Parking signs
 - o Silver King Drive – Police direct traffic to prevent left turns out of resort parking lot to reduce cut-through traffic during resort egress
 - o Hillside, Chambers, and Prospect – continued mitigation and enforcement of no left turn and resident only/no thru traffic.
 - o Empire/Manor - Police enforcement during egress.
 - o Sidewinder and Gold Dust to deter cut-through traffic in Prospector
 - o Kane Security Services - used intermittently depending upon demand to help deter cut-through traffic.

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Summer 2022 Transportation Construction Projects

Suggested Action:

Attachments:

[Summer 2022 Transportation Projects Staff Report](#)

[Exhibit A: Project Location Map](#)

City Council Staff Report

Subject: Transportation Construction Projects for Summer of 2022
Author: John Robertson, City Engineer
Department: Engineering
Date: March 31, 2022
Type of Item: Staff Communications

Summary

The City has awarded two of the three projects below and is currently advertising the third for construction during the summer of 2022. The projects include local improvements, regional infrastructure, and customer service improvements:

- Quinns Junction Park and Ride Lot (Awarded);
- Rossi Hill Roadway/Utility Improvements (Awarded); and
- Park Avenue Bus Shelter Replacement & Site/Sidewalk Improvements (Advertised).

The projects are located throughout the City and not directly adjacent to one another so any roadway closures for the projects should not interfere with another to prevent additional frustration from the general public. The Bus Shelter project, currently out for advertisement, will occur in the heart of the city and will require roadway and/or sidewalk closures at times. It is a requirement for the contractor to notify Staff of closures well in advance of the work so that it can be clearly communicated to the public in a timely manner. Brief summaries of the three projects are listed below – we also plan to locate information on our website to refer the public, share project details, contact information, etc.:

Quinns Junction Park and Ride Lot

In 2018, PCMC was awarded funds from the Federal Transportation Administration (FTA) for the construction of a park and ride lot at Quinn's Junction. In [April of 2020](#), the Transportation Planning Department presented an update on the project to Council that included the status and a summary of the reasoning behind the selection of the site at Quinn's Junction adjacent to the US-40 northbound on-ramp. Admittedly, the location can appear challenging but was pursued as a near term improvement for a variety of reasons (no land costs, federal funding, and the need for regionally significant park and ride infrastructure in the short term).

When completed, the park and ride lot will create 465 parking stalls and include:

- Concrete bus pullout along Old Highway 40;
- Installation of curb, gutter and sidewalk along Old Highway 40;
- Installation of storm drain, sanitary sewer, and domestic water facilities;
- Installation of Infiltration Basins;

- Installation of Boulder Retaining Wall; and
- Provide infrastructure for electric vehicles and public transit bus charging facilities.

Construction will begin as soon as weather permits (estimated May 2022). It is anticipated that the project will be completed in October 2022, hopefully available for use during winter 2022/23. The work proposed this summer is the first phase of a two-phase project. The second phase will include the installation of amenities at the site that include a restroom, a bus shelter, and other amenity type improvements. The design process is underway and anticipated to be constructed in the summer of 2023. In the meantime, temporary infrastructure will be located on the parking lot until more permanent infrastructure can be built (modular units, etc.).

Rossi Hill Roadway/Utility Improvements

Rossi Hill is a local, residential street located within Old Town. The project is one of the last projects identified during the 2002 Old Town Improvement Study. The project was originally scheduled for construction in 2018 but was delayed for a variety of reasons. The project will generally consist of:

- Roadway surface reconstruction/rehabilitation;
- Updated signage and striping; and
- Waterline and storm drain improvements.

Coordination with impacted residents was identified as a need during construction so the City hired a public information firm to assist the contractor in coordinating and conveying the schedule of the project and items of the work that will impact residents. The contractor is required to have a representative on site as well and will be the main contact for residents.

Construction will begin as soon as weather permits (likely May 2022). It is anticipated that the project will be completed in late September or early October of 2022

Park Avenue Bus Shelter and Sidewalk Improvements

The City's Transit Department received a Federal Transportation Administration grant to address access improvements at multiple bus stop sites throughout the City. In addition to the site improvements, the funding allows for improvement to bus shelters to ensure they also meet American with Disabilities Act requirements. The two shelters on Park Avenue in front of Fresh Choice are the two busiest locations in the transit service area.

Transit requested a design that was scalable in size so that the individual shelters could be sized appropriately at each location according to available space and ridership. The procurement contract for construction of the shelters was presented and approved by Council on [January 13, 2022](#). Staff continues to work with the contractor and the architect to address comments raised about the shelter design. Revisions to the shelter will be brought back to Council at a future Council meeting.

In addition to improvements at the shelter and adjacent site, Walkability Bond funds were set aside to widen the sidewalks on State Routes 224 and 248 to improve active transportation access to the site.

The project is currently being advertised and the bid opening is scheduled for March 17. Construction will begin as soon as weather permits that is estimated to be in May of 2022. It is anticipated that the project will be completed in October of 2022

Exhibits

Exhibit A Project Location Map

Summer 2022 Transportation Construction Projects

Quinn's Junction Park and Ride

Park Ave Bus Shelters and Site

Rossi Hill Roadway

PCMC



Bus Stops



Construction



City Limits

N

0 0.25 0.5 1 Miles

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Spring Transit Service- Quarterly Transit Update

Suggested Action:

Attachments:

[Transit 2022 Spring Summer Service Plan Staff Report](#)

[Exhibit A: Spring-Summer-Service-Overview](#)

[Exhibit B: Ridership](#)

[Exhibit C: Route Reliability](#)

[Exhibit D: Customer Feedback](#)

[Exhibit E: Prospector Drive Bus Stops](#)



City Council Staff Communication Report

Subject: Quarterly Transit Report
Author: Kim Fjeldsted, Transit Manager
Department: Executive
Date: March 31, 2022
Type of Item: Staff Communication Report

Summary

This report summarizes the Park City Transit (PC Transit) performance statistics and Spring (April 17th-May 28th) and Summer (May 29th-September 10th) transit services as an update for City Council. Summer service is the same as Spring, with the addition of the 4 Orange.

Route and Service Updates

To accommodate the fluctuating transit service needs across different seasons, PC Transit routinely monitors all routes and tracks various data points (pre-pandemic ridership, operator feedback, customer feedback, and public surveys). This information helps PC Transit make service adjustments and recommendations to City Council to responsibly serve as many riders as possible, attract new ridership, enhances customer service, improve on-time performance, and maintain cost efficiency.

Spring/Summer 2022 Fixed Route Service Plan

The plan in **Exhibit A** reflects the same adjustments from Spring 2021 except for the 9 Purple and Trolley. Both routes will be operational in Spring 2022, and respond to increasing service demand?

Compared to the Winter 2021/22 Service Plan, the following changes will take place effective 17, 2022:

- Minor timepoint changes on the 1 Red, 2 Green, 5 Yellow and 10 White to improve reliability and transfers;
- 9 Purple: Starts earlier 6:14am - 6:14pm. We reduced evening hours and added one evening trip at 10:55pm;
- 4 Orange: Service paused until Sunday, May 29th then reduced service hours and added one evening trip at 10:34pm;
- Trolley: Reduced hours to 10:50am-8:50pm, 7 days a week;
- 3 Blue: Service suspended for the season. Same as last spring;
- 40 Bronze: Service suspended for the season. This was a new route for 21/22 winter;
- 50 Teal: Service suspended for the season. This was a new route for 21/22 winter; and
- Citywide: Service suspended for the season. Same as last spring.

Paratransit Service & On Demand – No changes to this service

- As of July 1, 2021, Park City Mobility continues to provide ADA services for trips beginning within Park City boundaries. “Valley Ride” (operated by High Valley Transit District) provides ADA complementary Paratransit service outside Park City. **Exhibit B.**

Fixed Route Reliability

- Nationally, there is no set standard for on-time reliability for public transit. Going forward, we intend to share fixed route reliability data quarterly and establish a goal after

a year of benchmarking data. For October - January, PC Transit fixed routes performed on average at 84% on time. **Exhibit C** for route specific data.

Community Outreach

With the Winter 2021/22 Service Plan, PC Transit received public input that our outreach program required improvement. As a result, PC Transit changed our approach and we now solicit input for seasonal plan changes using the following tools:

Website

- *Summary of changes on parkcitytransit.org, transit notices page, and route schedules page*
- *Detailed route-by-route overview with comparison to winter 21-22 and spring/summer 21*
- *Links to comment on proposed changes*

Social Media

- *Posts on city/transit pages on 3/8, 3/12, 3/17*
- *Paid social media ads targeted at Park City (+10 mi boundary); ages 18-65+*

Email Outreach (Email written in English, attached bilingual materials)

- *Email outreach to registered HOA contact list, Park Meadows/Thaynes Canyon Contact List, Royal Street / Deer Valley Contact List, Deer Valley Resort Transportation Liaison, Stein Ericksen, Montage, Park City Mountain Transportation/Parking Manager*

Flyers

- *General information flyers at bus shelters, inside buses, and at the transit center*
- *Route-specific flyers at stops with affected bus service (general flyers at all bus shelters and Old Town Transit Center, route specific flyers at stops serviced by the Blue, Bronze and the Orange)*

Major Bus Stops

- *24x36" informational posters on A frames, placed at major bus stops in our system. (Library, Park Ave Lodge)*

Postcards

- *Informational postcards mailed to every residential, business, and PO box address in 84060 and 84068*

Park Record Ads

- *Print ads placed on 3/12 and 3/13*

City Newsletter

- *Information sent out in the City newsletter on 3/2*

City Briefs

- *Information sent out in City Briefs on 3/1, 3/8, and 3/15*

Customer Feedback

See **Exhibit D** for Customer feedback.

2021/22 Winter Service Report

Thus far, 2021/22 transit ridership increased 125% over the previous season, from 340,400 riders to 765,776 (12-26-21 to 3-19-22). Reliability decreased by 11% (75% on time) compared to last winter (84% on time), and early departures were reduced by 1% (3% to 2%). Ridership on the new Teal and Bronze routes are positive (29,122 and 19,859 respectively); however, ridership from Royal Street continue to remain low (0.61 boardings per hour).

Two changes we made for the 21/22 Winter Service that garnered a lot of public feedback – the stops on Prospector Drive and the attempt to reduce service on Royal Street.

Prospector Drive Bus Stop Removal

This winter, two stops on Prospector Drive were removed due to lack of use (less than 3 riders a day) and traffic conflicts with cross country skier parking on the narrow road. Riders utilized two stops on SR 224/Park Ave within 1–2-minute walking distance of the previous stops to catch the Green. **See Exhibit E.** Both stops are on the west side of SR 224; therefore, riders did not need to cross SR 224 to access the Green.

One benefit of this change is added frequency, riders can expect a bus headed to Park City Mountain and Old Town every 5-15 minutes between the Green and High Valley Transit's Spiro vs. previous frequency of 30 minutes.

Transit also explored discontinuing the stops due to a resident requested for safety and lack of use. When proposed, 5 residents expressed concerns. Three of the five qualified for senior service and were satisfied with that option. One resident was not aware of the alternative locations on SR 224, and once they understood how close they were, they were satisfied. One resident continues to request the stops be reinstated.

Orange and Bronze Route Analysis

On [December 16, 2021, council directed](#) transit to return service to Royal Street after residents expressed concern with the removal of the Orange route from Royal Street. The decision was based on the following analysis:

- Ridership data - Ridership data is collected throughout the year on every bus in operation. To analyze winter ridership, data was pulled from December 6 - March 20. Total boardings for the Orange from Dec. 6, 2019, to March 20, 2020, was 109,465. Total boardings for Royal Street during the same period was 846.
- Total boardings for the Orange from Dec. 2, 2018, to March 22, 2019, was 114,145. Total boardings for Royal Street during the same period was 692. The boardings on Royal Street accounted for less than 1% of the boardings for the Orange.
- Time Efficiency - By going up and down Marsac, trip time between the Old Town Transit Center and Silver Lake is reduced by 9 minutes each way. This time efficiency allows more direct service and frequency.

At Council direction, service was reinstated to Royal St. on December 26th with a new route, the Bronze, costing approximately \$112,000 for the remainder of the season. Ridership on the Bronze in the Royal Street area is less than 1 rider per hour (December 26, 2021- March 8, 2022). PC Transit continues to believe this route is not cost effective nor reflects the underlying goals of service need hierarchy.

Staffing Needs

PC Transit continues to battle serious labor shortages and challenges. Competition for skilled hourly wage employees has never been harder, and the increasingly challenging housing market requires virtually every single member of the PC Transit team to live outside the city and commute. While we have several housing units for drivers, due to COVID, many drivers are no longer seeking to travel for seasonal work and live temporarily in Park City. More and more, our drivers are seeking permanent employment and, thus, a permanent place to live to provide them housing security.

The contingency plan insufficient operators calls for minimizing transit reductions in the following priority order:

1. Trolley;
2. White – HVT Spiro helps supplement missed trips;
3. Blue – The Green is an alternative option, and takes more time depending on direction of travel and time of day; and
4. Orange – Bronze is an option but does not adequately handle volume of riders.

Transit across the nation is facing the same staffing problems. We are currently working with HR and the Compensation Committee to make a recommendation to increase wages to help attract and retain skilled and professional operators. We are also exploring other housing programs and employee workplace initiatives to boost morale and further our retention efforts.

Looking Forward

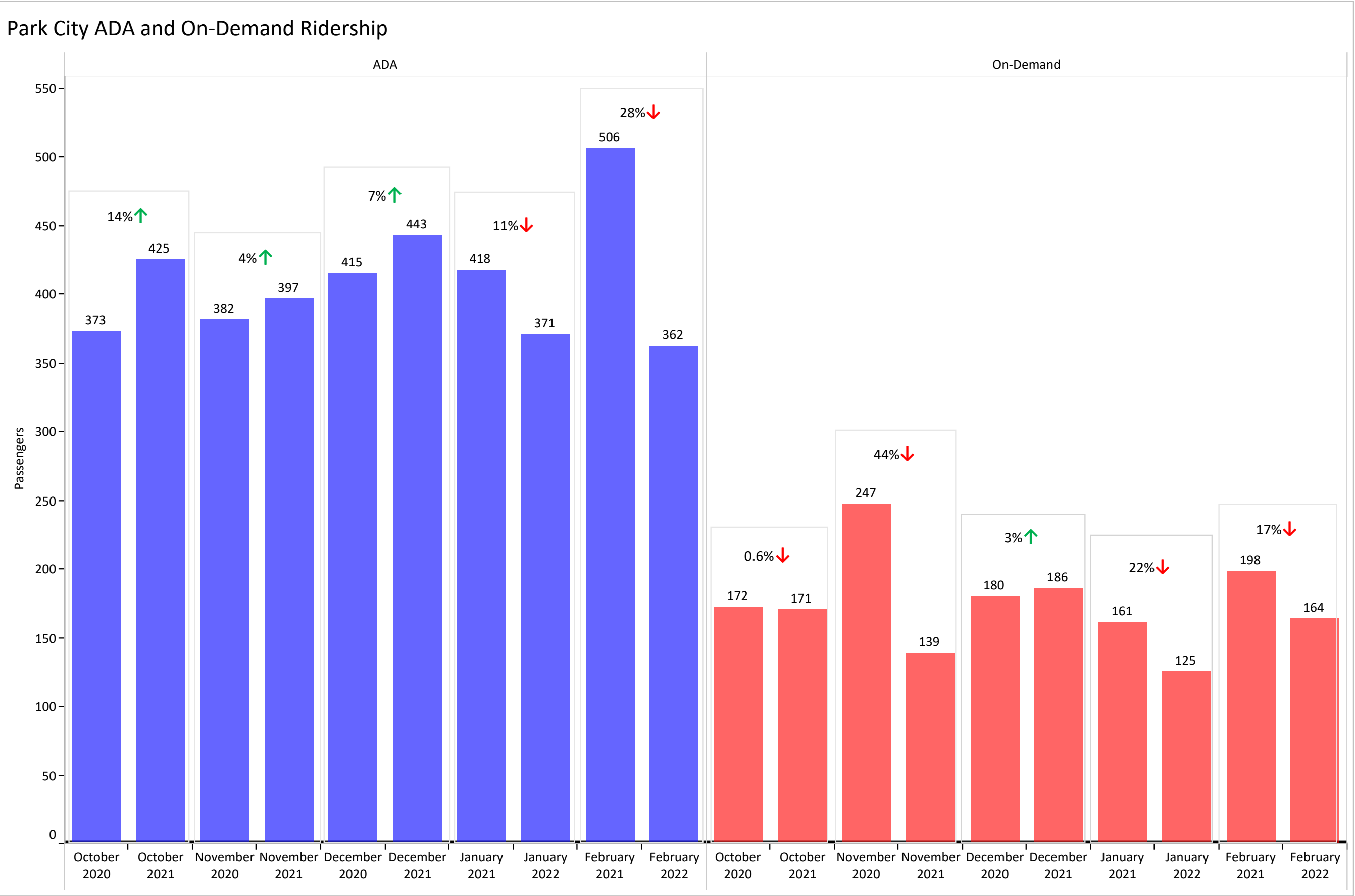
Phase I of the Short Range Transit Plan (SRTP) is scheduled for completion in spring 2022. The SRTP will incorporate key findings from the Transportation Master Plan to create high-value transit service options for a variety of users. The objective of the SRTP is to create an actionable 5-year plan that gives clear route and schedule guidance for the next five years of transit. Park City aims to increase the convenience, frequency, and reliability of riding transit. We are very optimistic that, working with the HVT, we can reassess virtually every route and level of service in Park City, evaluate equipment needs and technology, and continue serving several million riders each year.

Exhibits

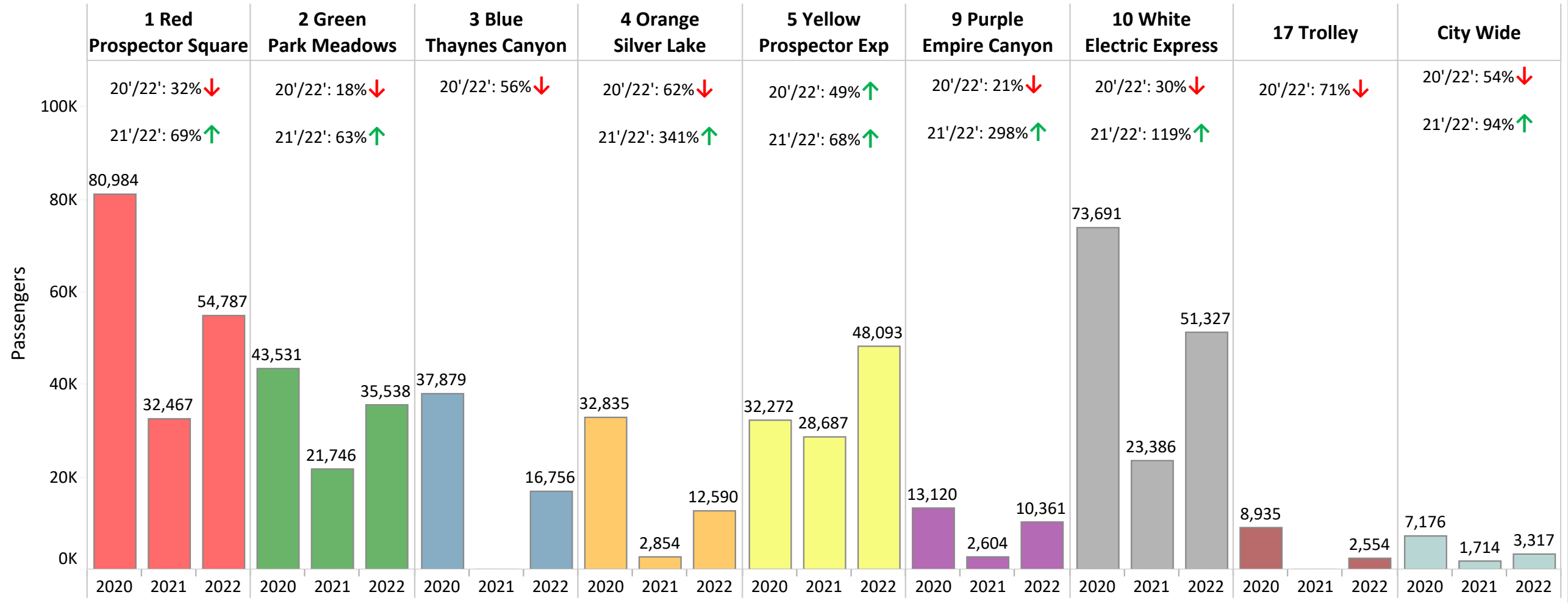
- Exhibit A: Summer/Spring Service Changes
- Exhibit B: Paratransit/On-Demand Ridership
- Exhibit C: Route Reliability
- Exhibit D: Customer Feedback
- Exhibit E: Prospector Drive Bus Stops

Exhibit A

Route Proposed Spring/Summer 2022 Service	
1 Red	Every 30 min, 6:50am-11:20pm
2 Green	Every 30 min, 7:00am-11:00pm
3 Blue	<i>Winter-only route. Service ends April 16.</i>
4	Spring: Service paused for the season
Orange	Summer: Every 30 min, 6:14am-6:14pm; one evening trip at 10:34pm
5 Yellow	Every 30 min, 6:40am-11:10pm
9 Purple	Every 30 min, 6:14am-6:14pm; one evening trip at 10:55pm
10 White	Every 15 min, 6:40am-7:10pm Every 30 min, 7:10pm-11:10pm
Trolley	Every 15 min, 10:50am-8:05pm
40	<i>Winter-only route. Service ends April 16.</i>
50 Teal	<i>Winter-only route. Service ends April 16.</i>
Route What's changing from <u>existing</u> Winter service?	
1 Red	Minor timepoint adjustments
2 Green	Minor timepoint adjustments
3 Blue	<i>Winter-only route. Service ends April 16</i>
4	Spring: Service paused for the season
Orange	Summer: Reduced hours of service
5 Yellow	Minor timepoint adjustments
9 Purple	Earlier start time, reduced evening hours
10 White	No changes
Trolley	Reduced hours of service
40	<i>Winter-only route. Service ends April 16.</i>
Bronze	
50 Teal	<i>Winter-only route. Service ends April 16.</i>
Route What's changing from Spring/Summer service <u>last year</u> ?	
1 Red	No changes
2 Green	No changes
3 Blue	No changes
4	Spring: No changes
Orange	Summer: No changes. Service resumes Sunday, May 29, using same Marsac Ave
5 Yellow	No changes
9 Purple	NEW for spring 2022. Route was not in service last spring/summer.
10 White	No changes
Trolley	Spring: NEW for spring 2022. Route was not in service last spring. Summer: Improved hours of service (compared to last summer)
40	<i>Winter-only route. Service ends April 16.</i>
Bronze	
50 Teal	<i>Winter-only route. Service ends April 16.</i>



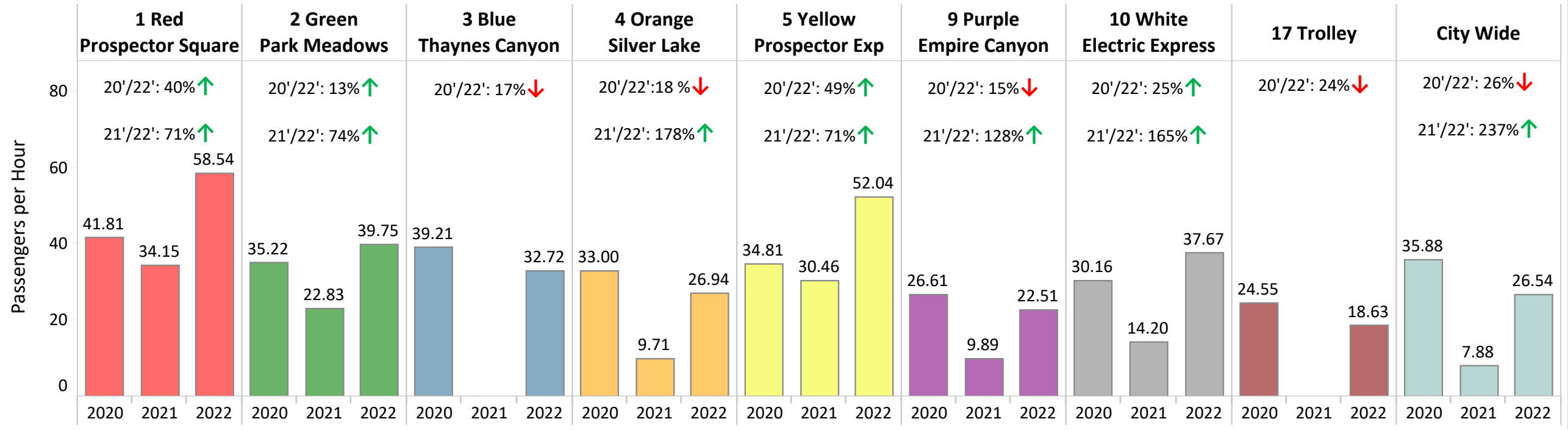
Park City Transit Ridership Report - February 2022



Total Ridership February 2022

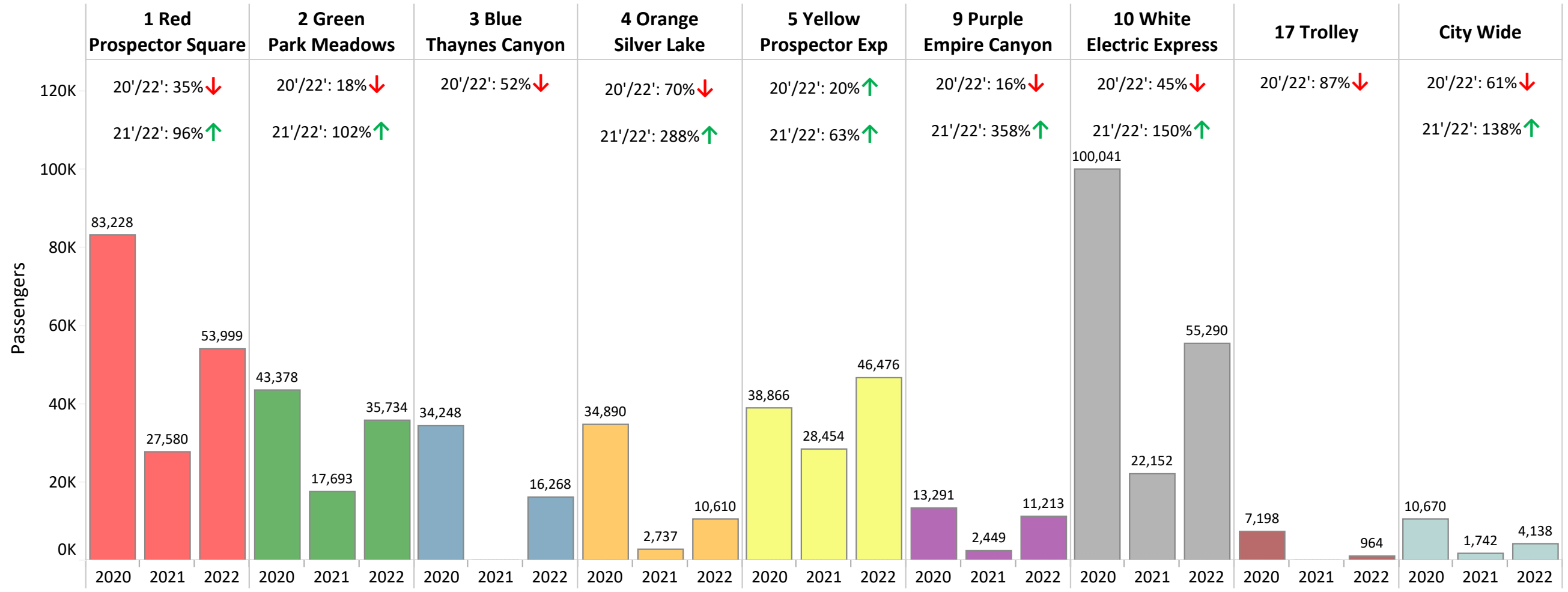


Park City Transit Passengers per Service Hour - February 2022

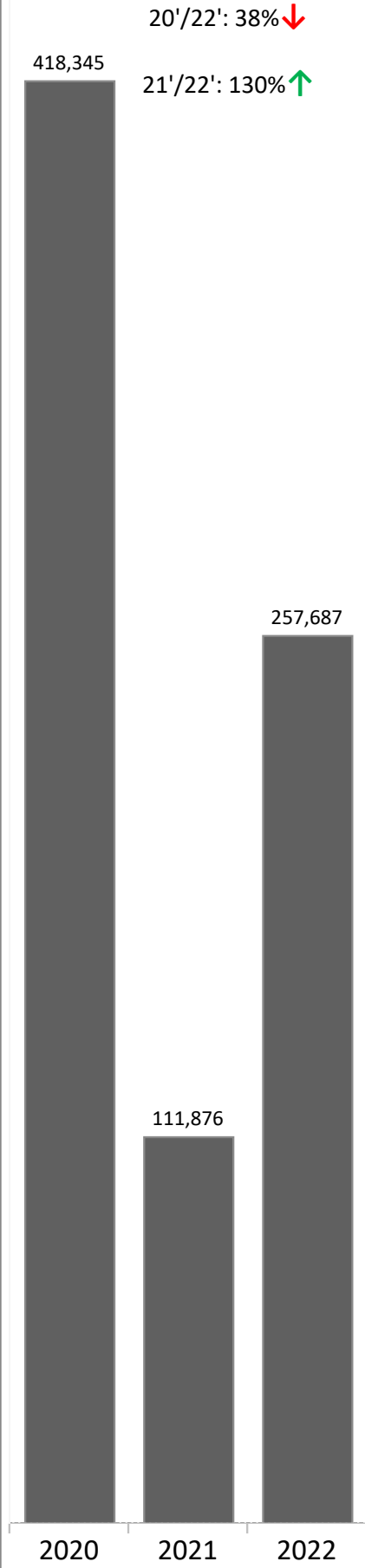


*Ridership and Passengers per Hour (p/h) for routes not included above:
40 Bronze - 7,299 passenger, 17 p/h , 50 Teal - 11,125, 36 p/h, PCHS Express - 4,165, 134 p/h

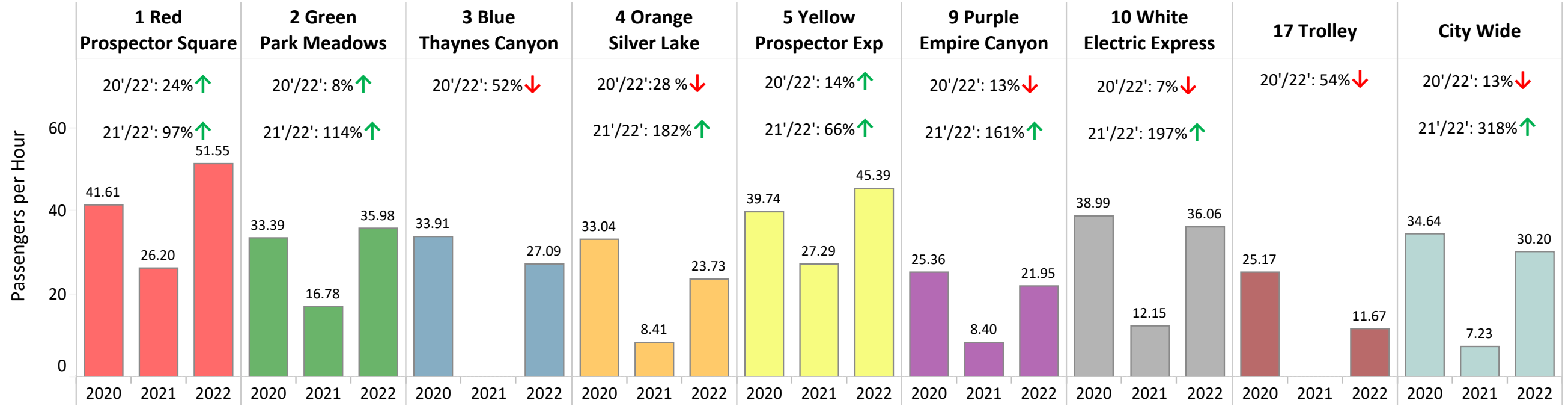
Park City Transit Ridership Report - January 2022



Total Ridership January 2022

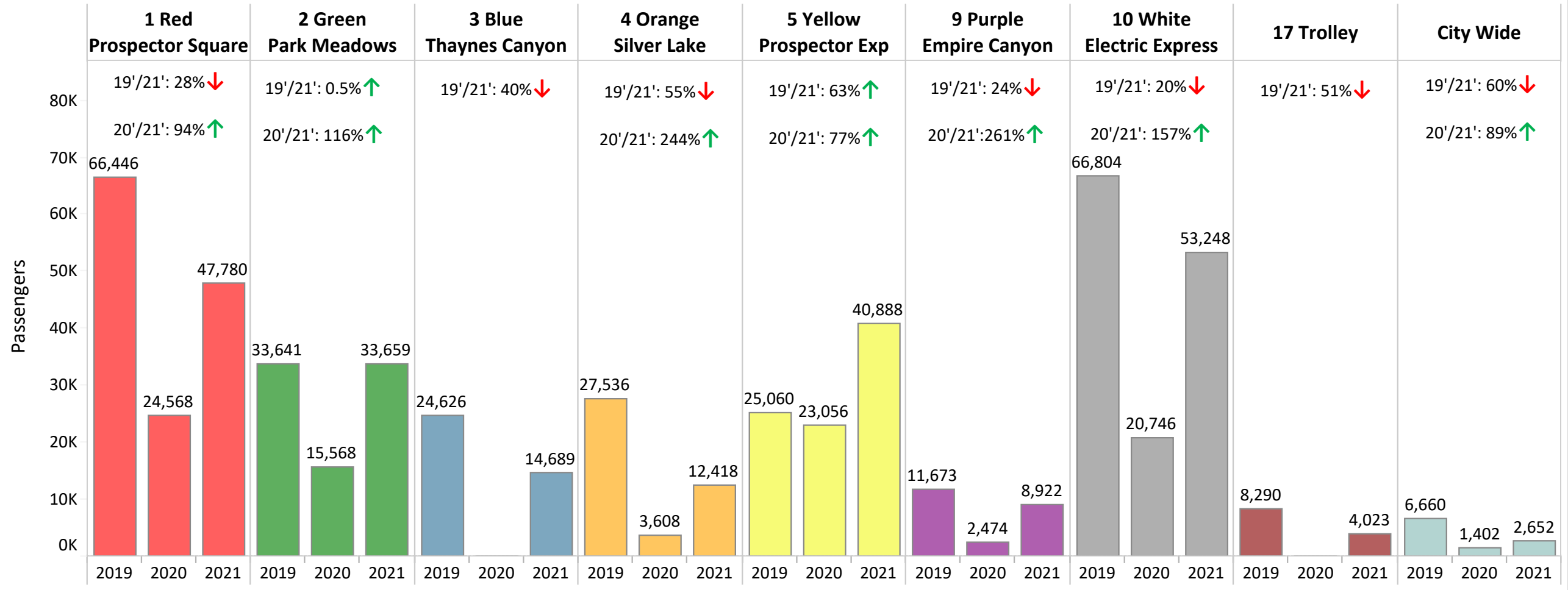


Park City Transit Passengers per Service Hour - January 2022



*Ridership and Passengers per Hour (p/h) for routes not included above:
40 Bronze - 7,518 passenger, 16 p/h , 50 Teal - 10,118, 29 p/h, PCHS Express - 5,356, 141 p/h

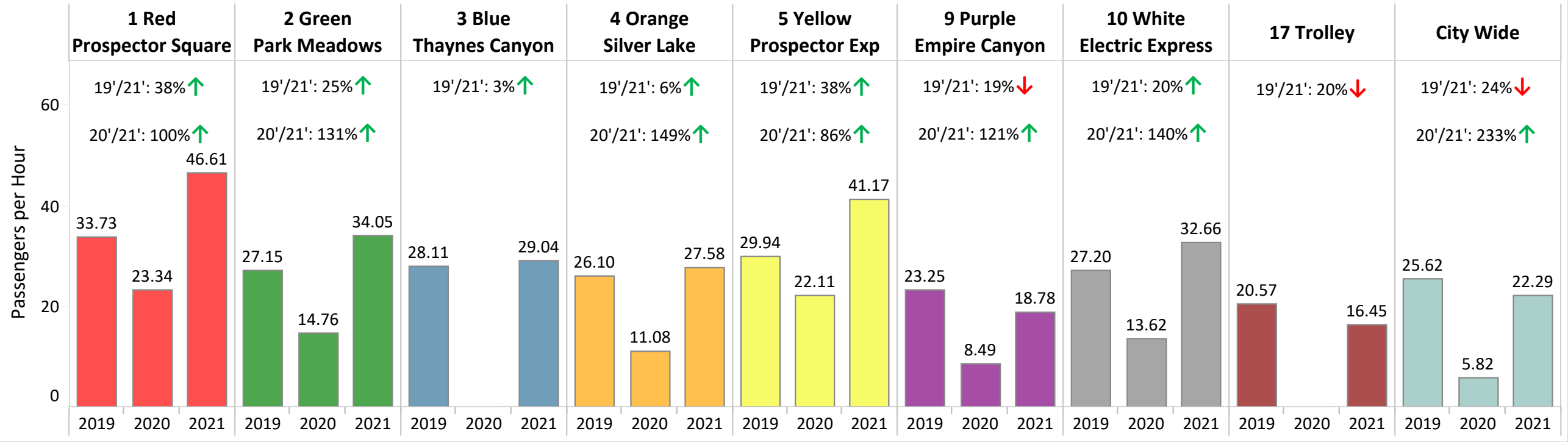
Park City Transit Ridership Report - December 2021



Total Ridership December 2021

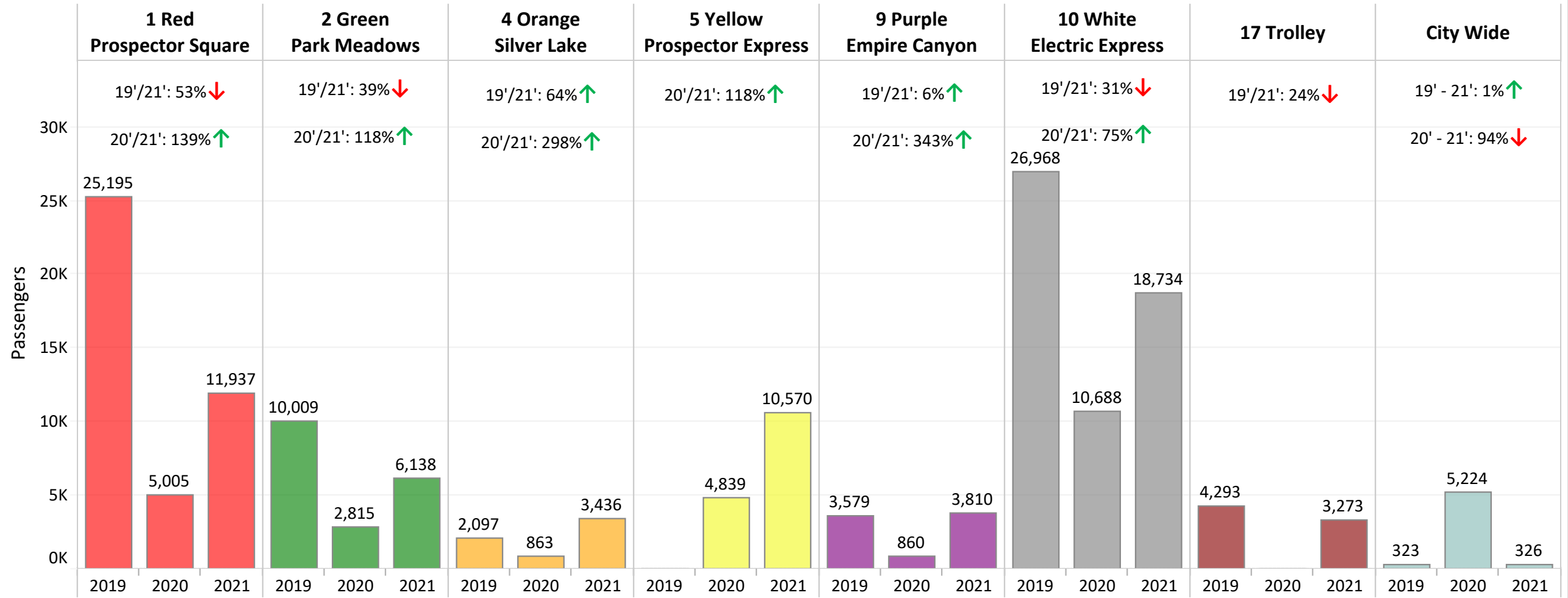


Park City Transit Passengers per Service Hour - December 2021

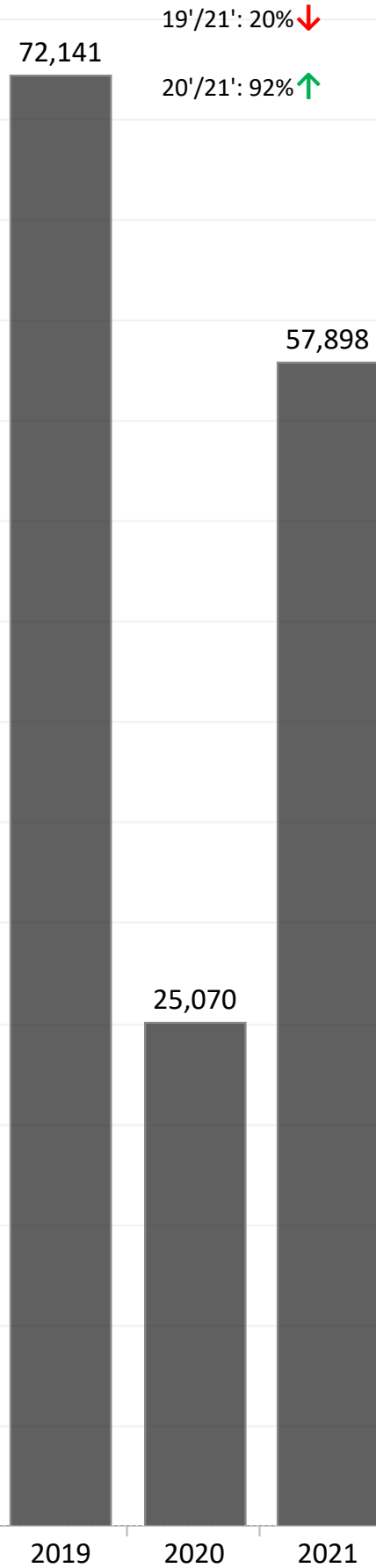


*Ridership and Passengers per Hour (p/h) for routes not included above:
40 Bronze - 2,413 passenger, 30 p/h , 50 Teal - 6,501, 22 p/h, PCHS Express - 4,148, 86 p/h

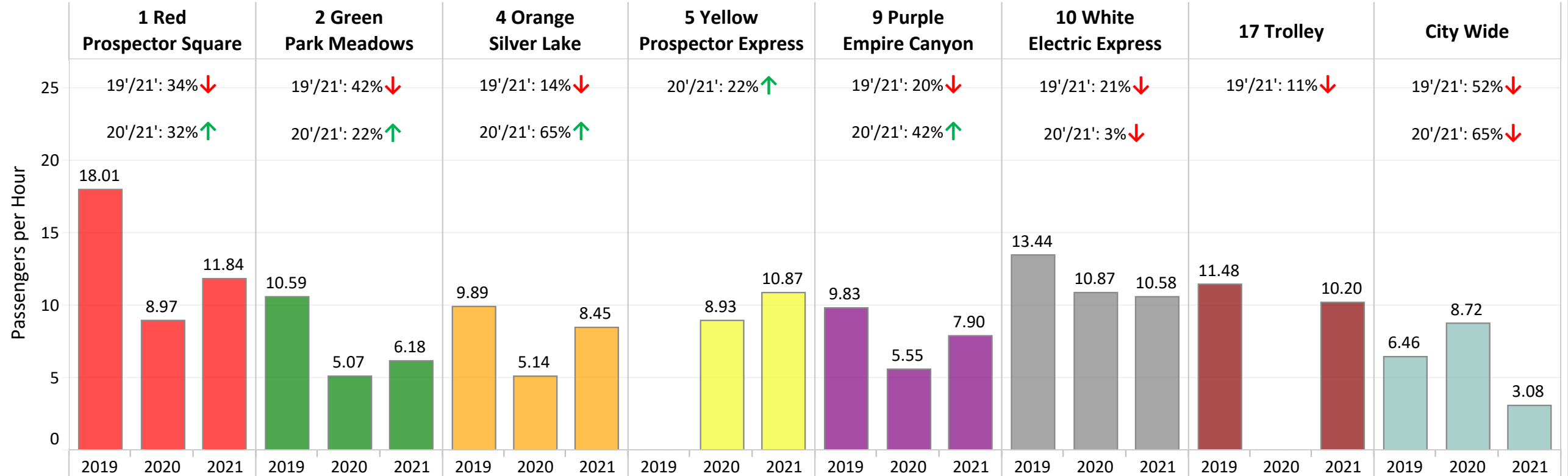
Park City Transit Ridership Report - November 2021



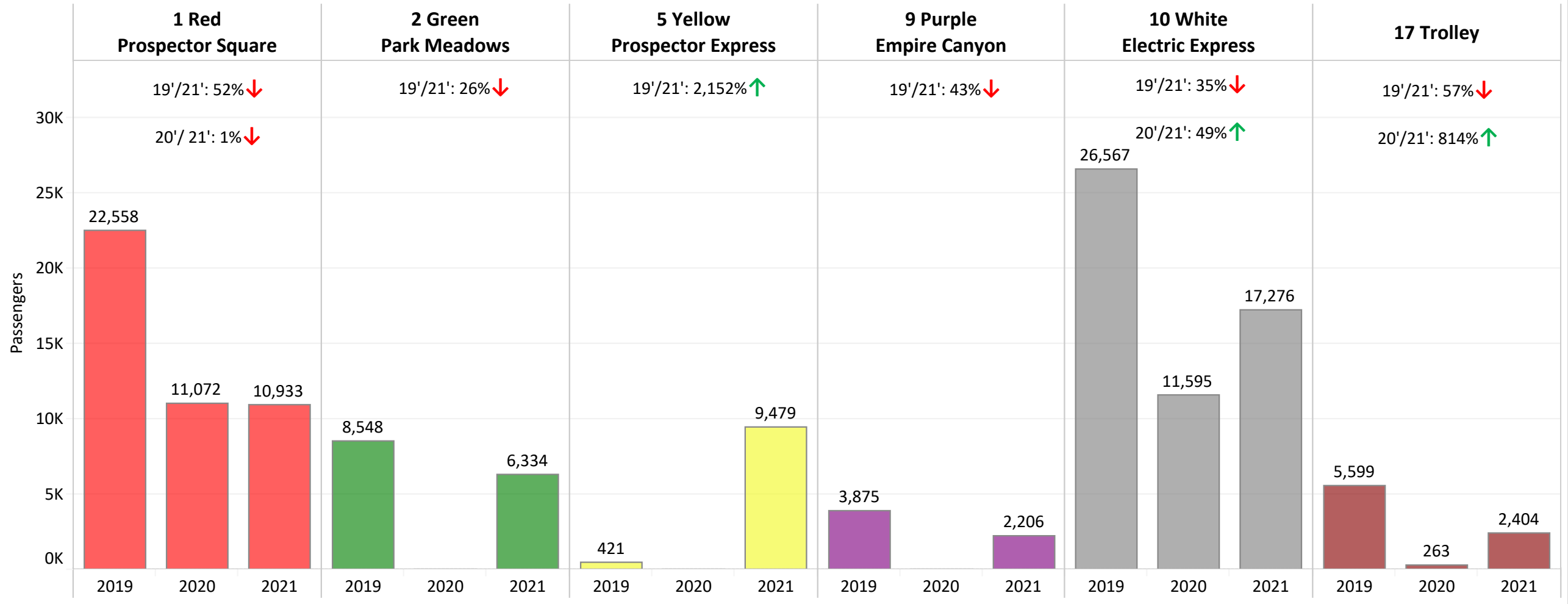
Total Ridership November 2021



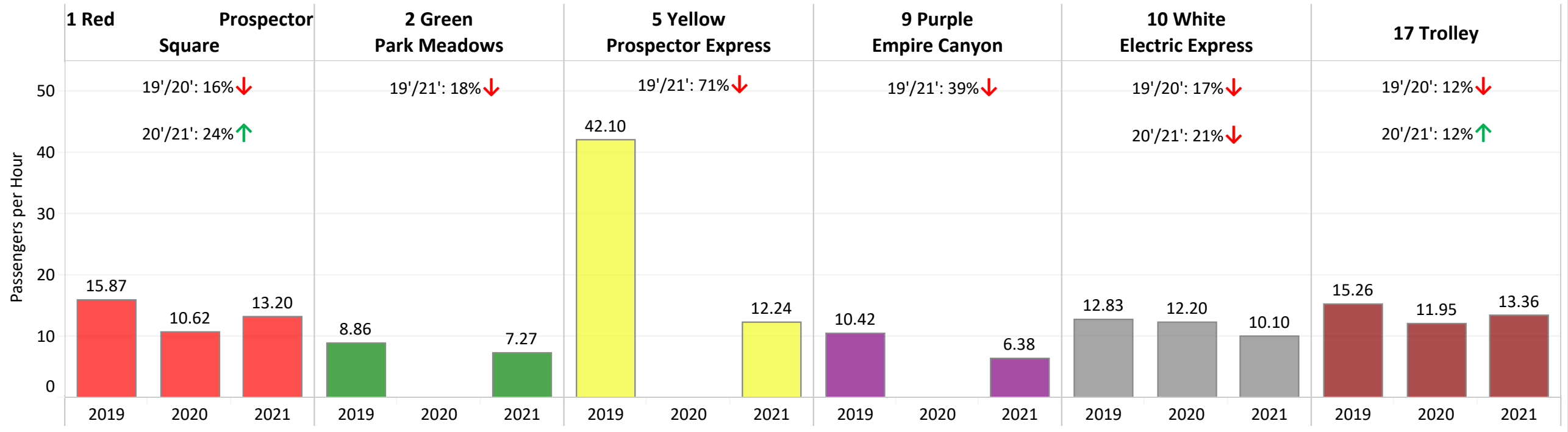
Park City Transit Passengers per Service Hour - November 2021



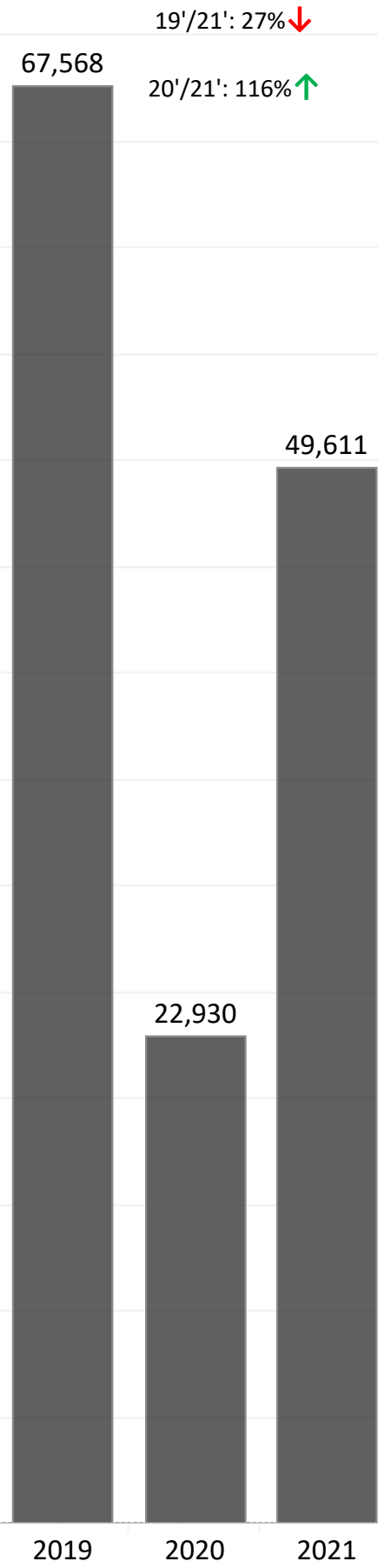
Park City Transit Ridership Report - October 2021



Park City Transit Passengers per Service Hour - October 2021



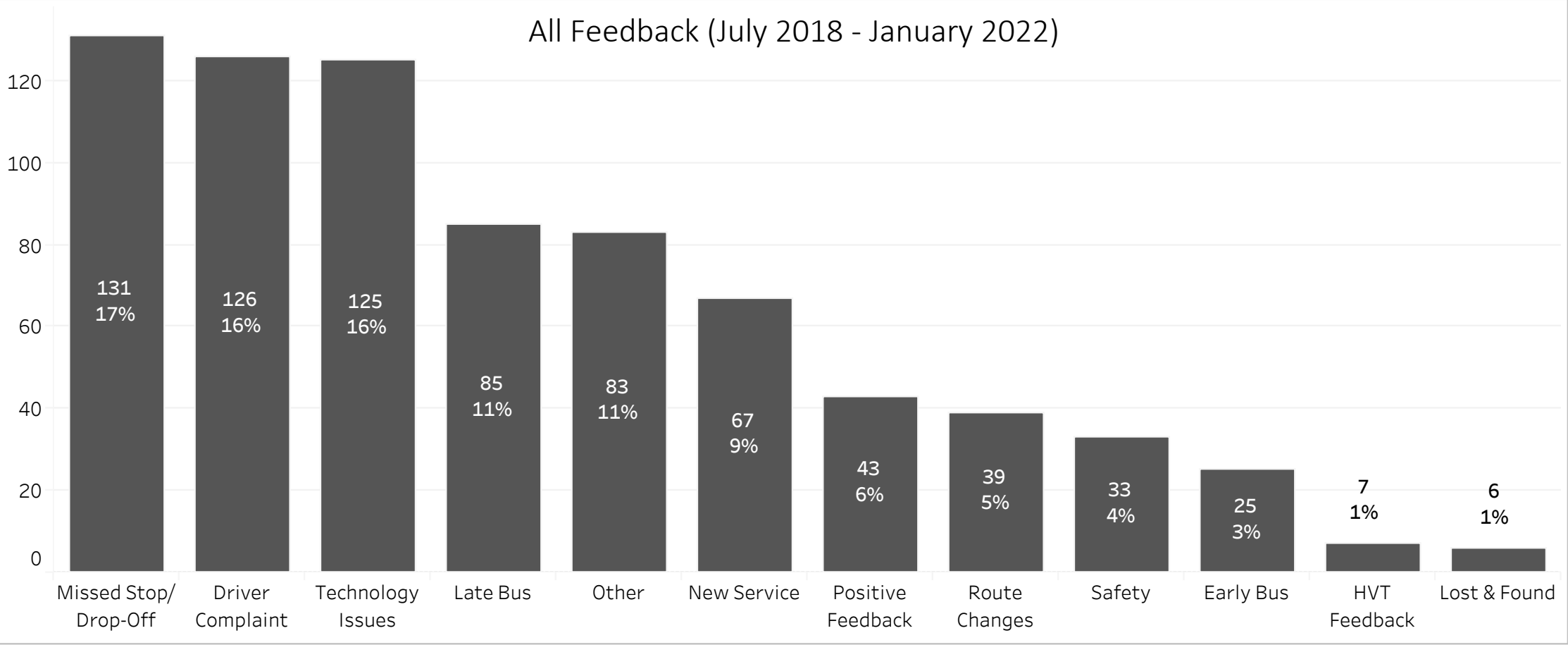
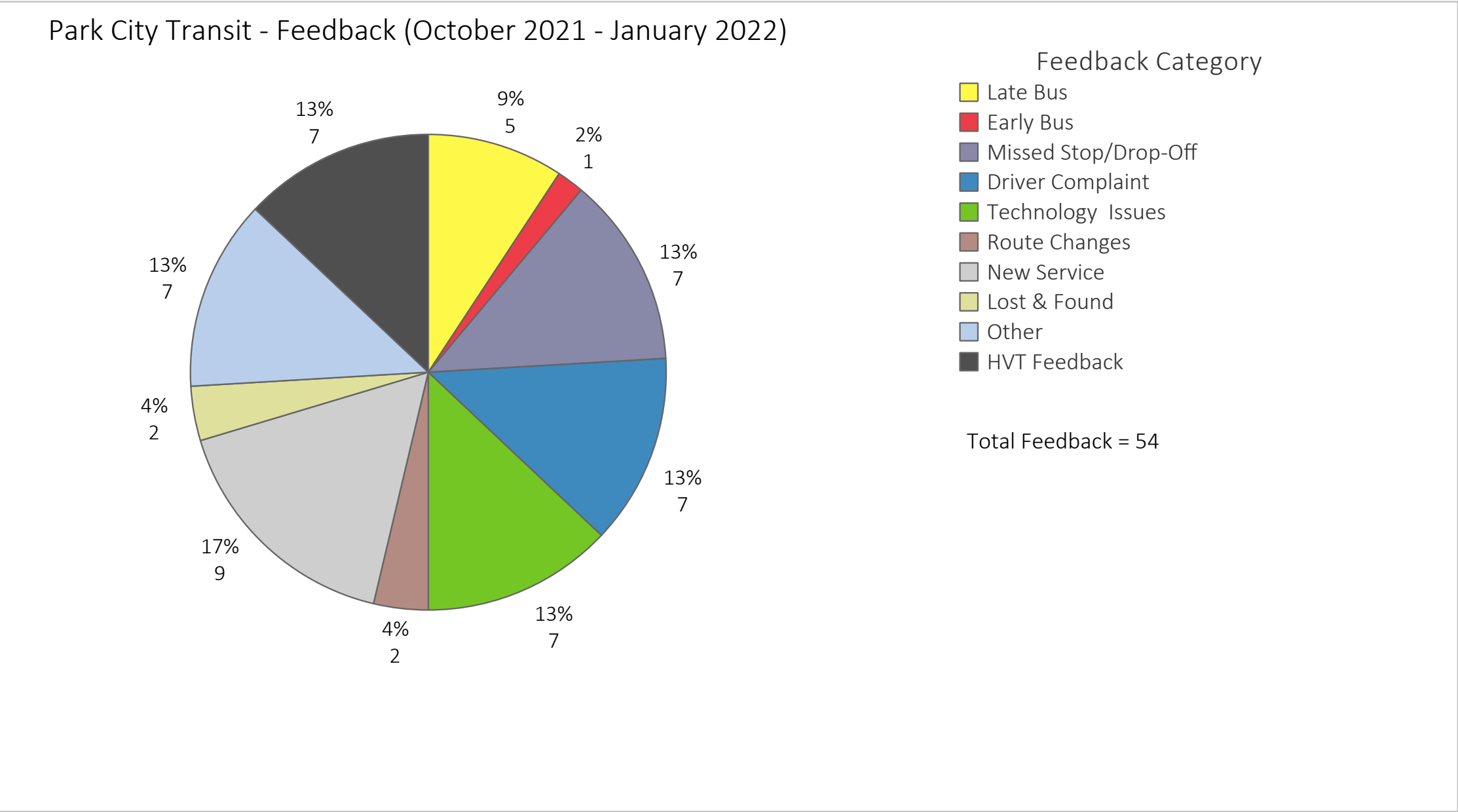
Total Ridership October 2021



*Ridership and Passengers per Hour (p/h) for routes not included above:
50 Teal - 979, 128 p/h

Exhibit C

Route Reliability - October 2021 - February 2022			
Route	On-time Percent	Late Percent	Early Percent
01 Red	76%	22%	2%
02 Green	83%	16%	1%
03 Blue	76%	23%	2%
04 Orange	98%	1%	0%
05 Yellow	81%	16%	4%
09 Purple	94%	4%	2%
10 White	91%	9%	1%
40 Bronze	94%	5%	1%
50 Teal	74%	23%	4%
Citywide	94%	4%	2%
Overall	82%	16%	2%



Comments on Proposed Spring/Summer Service

Date: 03/08/2022 8:26 PM

Comment: Hi. During the spring when Orange and Bronze are both suspended, how about adding a small detour to Purple and have it stop at Silver Lake (either on the way up or on the way down)? Kill 2 birds with 1 stone.

Date: 03/11/2022 9:35 PM

Comment: I used to take the bus. Now with the split system, less routes and less frequent buses - plus very unreliable schedules - it's just not worth it anymore to take the bus. The split system is ridiculous. If I go to the mountain and end up on the Canyons side I need the HV app which is terrible. If I end up on the PC side then I need both apps since I can take the Spiro 101 or the Blue. The split, and less frequent buses is bad enough and confusing for locals - how can you possibly expect tourists to use it? If you want people to ride the bus, make it easy and frequent. Yeah spend more taxpayer money on it - because I can't imagine current ridership is good because of all the issues I mentioned

Date: 03/12/2022 3:34 PM

Comment: Thank you for the Trolley! 23 year resident in Old Town....we wished it ran later than 7:30. We do understand the staff shortage issues. Sad that the Pink and Brown are no longer in service because HVT is most unreliable. I appreciate the service updates made daily on the app. It has been most helpful.

Date: 03/12/2022 7:41 PM

Comment: Please bring bus service back to Payday/Prospector.

It's been an absurd winter, trying to utilize lower Thaynes' vastly reduced bus service. Standing at 224/Payday stop, ski boots on ice, trapped against traffic by a wall of plow ice, within a few feet of traffic speeding by on ice. . .

Being dumped out into an ice bank, fearing slipping back under the departing bus. . .

How can Transit with a straight face argue that the 224/Payday stop is "perfectly safe"? This is one of the -- if not the singular -- most dangerous intersections in Park City. Would you really send your child out to stand out on the margin of a highway during a pow-day on-load rush?

It's ironic, really: Locals and Peaks Hotel guests, together, fearing for their lives in front of the "Welcome to Park City" sign. A bus stop marker, county's bruise-hued flyer flapping, taped to the post. A sign seemingly erected at random, deep in a field of snow, pedestrian passage nowhere near.

This bus stop belongs in its original location: The quiet, safe, streamside pad at Payday/Prospector. (Regardless of what your cronies who live nearby say. They knowingly bought on a bus route -- in fact, a

MUCH BUSIER bus route -- and they shouldn't be able to take that service away from their neighbors.) There is absolutely NO VALID REASON busses should be moved off Prospector. Only cronyism.

Council, please demand the names of those Transit is serving with this change! It's not the "residents" of Thaynes Canyon -- and it's not a schedule, which doesn't at all change with the Prospector bypass. It is only a resident or two on Prospector, who for some reason have Transit's ear. (That, and a botched survey, where Transit apparently "accidentally" surveyed only other neighborhoods, skipping Payday Drive, regarding the value of our lower Thaynes bus stop. Seriously?)

Someone's going to die at 224/Payday, and I don't want it to be my kid. By all means, Transit lords and Council, hang your own children out there on that icy highway -- you know, to prove to lower Thaynes that our last remaining bus stop is "safe".

May they fare better than our neighborhood's (slaughtered) family of deer.

Date: 03/13/2022 12:07 PM

Comment: Requesting that the Orange line go in a one-way loop up Marsac and down Royal. This only adds a few minutes to the travel time (vs a back & forth on Marsac) and covers a much broader resident/visitor/rider area. Operation only during Winter & Summer is fine (ie less needed in Spring & Fall if that saves money).

Date: 03/13/2022 3:13 PM

Comment: Can we get a bus route on Meadows Drive? We live 1 mile from the closest stop now and it is a return uphill walk. When you are in your late 70's that will not work especially in the winter.

Date: 03/13/2022 7:16 PM

Comment: This is all about tactics...What about Micro Transit? This doesn't even begin to address a strategy for transit.

Date: 03/17/2022 1:56 AM

Comment: We need the bus most specially in the powderwood area the vans can't be booked for example we're going to Walmart or any nearby place like Kimball junction it's better having the 6 lime before here in powderwood and we can track them so we know if there's a ride I hope you will bring back the old buses and the friendly drivers

Date: 03/15/2022 7:59 PM

Comment: Please include park City heights on this project. We have no accessibility to public transit and are an affordable housing development.

2 Green Bus Stop Locations



Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

February 2022 Budget Monitoring and Sales Tax Report

Suggested Action:

Attachments:

[Budget Monitoring and Sales Tax Report](#)

[Exhibit A: February 2022 Revenue Summary](#)

[Exhibit B: February 2022 Expense Summary](#)

[Exhibit C: January 2022 Sales Tax](#)

[Exhibit D: General Fund Statistics](#)



Staff Communication

Subject: Budget Monitoring, Sales Tax and Operating Insights
Author: Budget Team
Department: Budget, Debt, & Grants
Date: March 31, 2022
Type of Item: Informational

January Sales Tax

Park City's economy continued to grow due to tourism and visitation in January, recording a new record high in sales revenues, further beating the previous record monthly high in December. January 2022 posted sales growth of 20% vs. January of 2020, the previous highest January. Further, strength continues in the City's lodging and nightly rental industry with revenues up 11% compared to the record high in January of 2020. Comparisons are intentionally being drawn against 2020, as these months were pre COVID-19 impacts and records for Park City.

This momentum places the City's General Fund sales tax revenues at \$3.2M above expectations as of March 2022. Not coincidentally, many departments are growing concerned about the increased demand for services, increased facility utilization, and the impact on overall operational costs. For example, some facilities are short-staffed and experiencing labor challenges, utilizing more overtime than contemplated, and even using more supplies than originally budgeted. In addition, day-to-day purchases to maintain operations are increasing due to inflation.

February State Compliance Monthly Budget Reporting

The attachments within this report consist of monthly revenue and expenditure reports detailed by fund and major object type. No major changes from last month. The Adjusted Budget reflects [adjustments presented to Council and approved in December 2021.](#)

Notable Observations:

Revenues

- Sales taxes continue to outpace historical levels
- Planning, Building, and Engineering fees are up \$635k over FY21
- Recreation Revenue up 24%
- Special Revenue includes CARES act funding received in FY21 and does not apply to FY22
- Ice Revenue up 47% vs FY21 due to relaxed restrictions and increased comfort levels for indoor activities. Revenues are tracking close to FY20 levels considering the Ice arena had a six-week closure in early FY22 for renovations
- A slight decrease in the Water Fund revenue due to a reduction in water consumption in FY22. This reduction is due in large part to community conservation, specifically a reduction in outdoor irrigation during the exceptional drought in 2021

- Transportation Fund –
 - Federal Revenue tracking above FY21 due to UDOT Section 5311 Ops/Admin contract (revenues are split with the County)
 - Transit Charges revenue decrease due to separation with County in FY22
- Parking revenue increase vs. FY21 due to the suspension of parking fees & fines at this time last year. However, revenue is below FY20 levels due to the suspension of an in-person Sundance Film Festival

Expenditures

- Personnel is tracking above FY21 levels in most funds due to restored levels of service and increased demand for services when compared to Covid-19 levels. Personnel expenses are generally in line with FY20, which reflects higher service levels, and are offset by increased revenue in many areas. Nonetheless, there may be potential for a budget amendment if demand for services continues at this pace throughout the spring/early summer.
- General Fund Special Services/Misc. Charges reflect CARES expenses in FY21 (offset by CARES revenue) that are not present in FY22
- Water reflects a \$4.7M variance to FY21 due to increases in Contract Services and Debt Service related to the recent bond.
- Expenses are higher in the Golf Fund due to the new golf cart fleet purchase this fiscal year
- Transportation tracking below FY21 levels due to Summit County servicing routes within their area and reduced spending in capital
- Fleet tracking \$146k over vs FY21 due to increased cost of fuel and increased parts and services compared to Covid-19 service levels in FY21

General Fund Operating Insights

In an effort to provide further insights and analysis to Council, we prepared an analysis of General Fund Operating revenues and expenses through the lens of population growth and inflation growth. Key insights into the analysis are below:

- Over the last 20+ years, Park City's service population has consistently grown except for 2020 with impacts from COVID reducing visitor nights
- This has led to an increase in both revenue and operating expenses in the City's General Fund over the same period
- However, while revenues have grown, the City has demonstrated a significant degree of expense control and stability when accounting for service population growth and inflation, as well as flexibility to rely on outside expertise as opposed to increasing the FTE counts.
- Indeed, inflation-adjusted, per capita (service population) expenses in the City's General fund have averaged annual real growth of 0.87% over the period 2014-2021 and ran at \$579 per capita in 2021
- Over the same period, inflation-adjusted, per capita (service population) revenues generated average annual real growth of 1.04%, reinforcing the City's strong financial position and expense control frequently cited by U.S. credit ratings agencies
- These per capita figures do not account for the significant increase in daily drive traffic (skier and visitor) that does not stay overnight – therefore, per capita estimates are a marginal undercount of people consuming services on any given

- day of a year given the considerable growth and increased visitation.
- For further clarity on operating efficiency, the analysis excludes two components of revenues and expenses:
 - Revenues and expenses for voter-elected debt service linked to the City's General Obligation bonds are excluded - on this front, the ratio between long-term debt and assessed value has, despite public statements, actually been declining since 2019; and
 - Revenues and expenses associated with annual transfers to capital maintenance are also excluded.

Exhibit A: Revenue Summary by Object and Type

Exhibit B: Expense Summary by Object and Type

Exhibit C: January Sales Tax Revenues

Exhibit D: General Fund Operating Insights

YTD Revenue February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
011 GENERAL FUND					
Property Taxes	\$ 10,566,778	\$ 12,025,842	\$ 12,237,190	\$ 12,392,328	\$ 211,347
Sales Tax	\$ 7,020,853	\$ 6,912,775	\$ 9,210,631	\$ 13,333,686	\$ 2,297,856
Franchise Tax	\$ 1,754,776	\$ 1,363,636	\$ 1,658,814	\$ 3,261,596	\$ 295,178
Licenses	\$ 362,947	\$ 278,868	\$ 303,406	\$ 484,692	\$ 24,538
Planning Building & Engineering Fees	\$ 2,748,301	\$ 1,904,573	\$ 2,540,532	\$ 3,565,757	\$ 635,959
Special Event Fees	\$ 112,188	\$ 8,081	\$ 75,534	\$ 115,681	\$ 67,453
Federal Revenue	\$ 7,226	\$ 4,500	\$ 15,366	\$ 54,318	\$ 10,866
State Revenue	\$ 56,026	\$ 56,079	\$ 70,614	\$ 76,471	\$ 14,535
County/SP District Revenue		\$ 24,635		\$ 24,515	\$ (24,635)
Cemetery Charges for Services	\$ 16,972	\$ 14,764	\$ 14,306	\$ 80,182	\$ (458)
Recreation	\$ 1,286,731	\$ 1,263,274	\$ 1,566,426	\$ 1,936,634	\$ 303,152
Other Service Revenue	\$ 41,972	\$ 27,325	\$ 29,364	\$ 56,768	\$ 2,039
Misc. Revenues	\$ 579,067	\$ 203,776	\$ 170,938	\$ 235,330	\$ (32,838)
Interfund Transactions (Admin)	\$ 1,339,896	\$ 1,339,896	\$ 1,490,200	\$ 2,950,291	\$ 150,304
Special Revenues & Resources	\$ 72,254	\$ 3,201,855	\$ 546,212	\$ 6,000	\$ (2,655,643)
Total 011 GENERAL FUND	\$ 25,965,985	\$ 28,629,878	\$ 29,929,532	\$ 38,574,249	\$ 1,299,653
012 QUINNS RECREATION COMPLEX					
Recreation	\$ 1,360	\$ 409	\$ 1,656	\$ 4,957	\$ 1,247
Ice	\$ 605,770	\$ 356,632	\$ 524,321	\$ 907,421	\$ 167,689
Misc. Revenues	\$ 3,629	\$ 98	\$ 353	\$ 1,250	\$ 254
Total 012 QUINNS RECREATION COMPLEX	\$ 610,759	\$ 357,140	\$ 526,330	\$ 913,628	\$ 169,190
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
Property Taxes	\$ 4,123,584	\$ 3,572,977	\$ 3,845,102	\$ 4,252,000	\$ 272,125
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$ 4,123,584	\$ 3,572,977	\$ 3,845,102	\$ 4,252,000	\$ 272,125
024 MAIN STREET RDA SPECIAL REVENUE FUND					
Property Taxes	\$ 1,158,935	\$ 1,254,689	\$ 1,283,454	\$ 1,276,319	\$ 28,765
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	\$ 1,158,935	\$ 1,254,689	\$ 1,283,454	\$ 1,276,319	\$ 28,765
031 CAPITAL IMPROVEMENT FUND					
Sales Tax	\$ 3,659,720	\$ 3,358,370	\$ 4,949,242	\$ 10,966,320	\$ 1,590,872
Planning Building & Engineering Fees	\$ 288,715	\$ 205,423	\$ 226,023	\$ 407,471	\$ 20,600
Federal Revenue				\$ 28,620	\$ -

YTD Revenue February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
State Revenue	\$ 326,158	\$ 236,731	\$ 344,071	\$ 364,106	\$ 107,340
County/SP District Revenue	\$ 2,754,127	\$ 504,520	\$ 1,785,652	\$ 449,628	\$ 1,281,132
Transit Charges for Services				\$ 3,500,000	\$ -
Misc. Revenues	\$ 5,397,402	\$ 1,654,479	\$ 24,717	\$ 14,867,587	\$ (1,629,762)
Special Revenues & Resources	\$ 160,715	\$ 219,302	\$ 251,391	\$ 396,901	\$ 32,089
Bond Proceeds				\$ 9,000,000	\$ -
Total 031 CAPITAL IMPROVEMENT FUND	\$ 12,586,836	\$ 6,178,826	\$ 7,581,097	\$ 39,980,633	\$ 1,402,271
033 REDEVELOPMENT AGENCY-LOWER PRK					
Interfund Transactions (CIP/Debt)	\$ 1,395,024	\$ 2,061,688	\$ 2,061,688	\$ 3,092,532	\$ -
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	\$ 1,395,024	\$ 2,061,688	\$ 2,061,688	\$ 3,092,532	\$ -
034 REDEVELOPMENT AGENCY-MAIN ST					
Interfund Transactions (CIP/Debt)	\$ 460,000	\$ 466,664	\$ 466,664	\$ 700,000	\$ -
Total 034 REDEVELOPMENT AGENCY-MAIN ST	\$ 460,000	\$ 466,664	\$ 466,664	\$ 700,000	\$ -
038 EQUIPMENT REPLACEMENT CIP					
Interfund Transactions (CIP/Debt)	\$ 857,064	\$ 877,064	\$ 1,057,064	\$ 1,585,600	\$ 180,000
Total 038 EQUIPMENT REPLACEMENT CIP	\$ 857,064	\$ 877,064	\$ 1,057,064	\$ 1,585,600	\$ 180,000
051 WATER FUND					
Planning Building & Engineering Fees	\$ 1,285,847	\$ 834,396	\$ 976,773	\$ 1,183,938	\$ 142,377
Federal Revenue				\$ 456,274	\$ -
Water Charges for Services	\$ 11,651,318	\$ 13,748,712	\$ 12,897,567	\$ 19,819,145	\$ (851,145)
Misc. Revenues	\$ 198,949	\$ 176,587	\$ 85,635	\$ 203,002	\$ (90,952)
Bond Proceeds				\$ 31,190,000	\$ -
Total 051 WATER FUND	\$ 13,136,114	\$ 14,759,695	\$ 13,959,975	\$ 52,852,359	\$ (799,720)
052 STORM WATER FUND					
Water Charges for Services	\$ 955,694	\$ 769,444	\$ 1,020,583	\$ 2,000,000	\$ 251,138
Total 052 STORM WATER FUND	\$ 955,694	\$ 769,444	\$ 1,020,583	\$ 2,000,000	\$ 251,138
055 GOLF COURSE FUND					
Recreation	\$ 1,031,597	\$ 1,297,571	\$ 1,286,945	\$ 1,325,426	\$ (10,626)
Misc. Revenues	\$ 11,485	\$ 13,304	\$ 12,640	\$ 37,824	\$ (664)
Interfund Transactions (CIP/Debt)	\$ 16,664	\$ 16,664	\$ 16,664	\$ 25,000	\$ -
Total 055 GOLF COURSE FUND	\$ 1,059,746	\$ 1,327,540	\$ 1,316,250	\$ 1,388,250	\$ (11,290)
057 TRANSPORTATION & PARKING FUND					

YTD Revenue February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
Sales Tax	\$ 3,522,318	\$ 3,465,433	\$ 4,683,598	\$ 8,026,719	\$ 1,218,165
Licenses	\$ 942,994	\$ 895,019	\$ 898,121	\$ 953,297	\$ 3,102
Federal Revenue	\$ 88,436	\$ 4,811,261	\$ 5,661,469	\$ 20,099,700	\$ 850,207
Transit Charges for Services	\$ 3,809,790	\$ 786,483	\$ 6,183	\$ 2,580,819	\$ (780,300)
Misc. Revenues	\$ 84,194	\$ 122,992	\$ 40,266	\$ 287,265	\$ (82,726)
Special Revenues & Resources	\$ 210,046	\$ 241,971	\$ 190,273	\$ 289,087	\$ (51,698)
Total 057 TRANSPORTATION & PARKING FUND	\$ 8,657,777	\$ 10,323,158	\$ 11,479,908	\$ 32,236,887	\$ 1,156,751
058 PARKING FUND					
Fines & Forfeitures	\$ 1,814,793	\$ 449,353	\$ 1,662,467	\$ 2,603,364	\$ 1,213,115
Total 058 PARKING FUND	\$ 1,814,793	\$ 449,353	\$ 1,662,467	\$ 2,603,364	\$ 1,213,115
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	\$ 1,966,000	\$ 1,816,664	\$ 1,571,150	\$ 2,348,700	\$ (245,514)
Total 062 FLEET SERVICES FUND	\$ 1,966,000	\$ 1,816,664	\$ 1,571,150	\$ 2,348,700	\$ (245,514)
064 SELF INSURANCE FUND					
Misc. Revenues	\$ 183,336	\$ 183,336	\$ 183,336	\$ 275,000	\$ -
Interfund Transactions (Admin)	\$ 852,576	\$ 932,696	\$ 1,055,640	\$ 1,583,450	\$ 122,944
Total 064 SELF INSURANCE FUND	\$ 1,035,912	\$ 1,116,032	\$ 1,238,976	\$ 1,858,450	\$ 122,944
070 SALES TAX REV BOND - DEBT SVS FUND					
Interfund Transactions (CIP/Debt)	\$ 4,837,896	\$ 4,939,952	\$ 4,641,480	\$ 6,962,216	\$ (298,472)
Total 070 SALES TAX REV BOND - DEBT SVS FUND	\$ 4,837,896	\$ 4,939,952	\$ 4,641,480	\$ 6,962,216	\$ (298,472)
071 DEBT SERVICE FUND					
Property Taxes	\$ 9,281,384	\$ 9,506,281	\$ 9,497,688	\$ 9,509,688	\$ (8,593)
Misc. Revenues	\$ 24,287	\$ 768	\$ 1,214	\$ 39,366	\$ 446
Total 071 DEBT SERVICE FUND	\$ 9,305,671	\$ 9,507,049	\$ 9,498,902	\$ 9,549,054	\$ (8,147)
TOTAL	\$ 89,927,791	\$ 88,407,813	\$ 93,140,622	\$ 202,174,241	\$ 4,732,809

YTD Expenses February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
011 GENERAL FUND					
PERSONNEL SERVICES	\$ 14,829,035	\$ 14,221,304	\$ 15,825,527	\$ 27,195,238	\$ 1,604,223
MATERIALS, SUPPLIES AND SERVICES	\$ 686,724	\$ 491,688	\$ 678,110	\$ 1,175,401	\$ 186,422
UTILITIES	\$ 493,689	\$ 426,967	\$ 428,088	\$ 1,531,040	\$ 1,121
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 2,213,987	\$ 2,035,907	\$ 2,679,905	\$ 4,277,677	\$ 643,998
PARTS/MAINTENANCE SUPPLIES	\$ 710,057	\$ 475,813	\$ 790,408	\$ 1,565,803	\$ 314,595
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 566,645	\$ 2,527,598	\$ 560,508	\$ 1,035,100	\$ (1,967,090)
CAPITAL OUTLAY	\$ 178,050	\$ 142,183	\$ 148,380	\$ 371,443	\$ 6,198
INTERFUND TRANSFER	\$ 1,982,112	\$ 1,889,368	\$ 2,056,520	\$ 3,084,785	\$ 167,152
Total 011 GENERAL FUND	\$ 21,660,299	\$ 22,210,828	\$ 23,167,447	\$ 40,236,487	\$ 956,618
012 QUINNS RECREATION COMPLEX					
PERSONNEL SERVICES	\$ 480,697	\$ 513,863	\$ 621,817	\$ 983,372	\$ 107,955
MATERIALS, SUPPLIES AND SERVICES	\$ 24,971	\$ 30,524	\$ 30,328	\$ 63,820	\$ (196)
UTILITIES	\$ 79,164	\$ 76,229	\$ 82,830	\$ 143,900	\$ 6,601
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 45,502	\$ 30,653	\$ 45,381	\$ 104,410	\$ 14,729
PARTS/MAINTENANCE SUPPLIES	\$ 29,298	\$ 26,411	\$ 34,997	\$ 46,670	\$ 8,586
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 19,188	\$ 13,010	\$ 14,496	\$ 21,000	\$ 1,485
CAPITAL OUTLAY				\$ 1,000	\$ -
Total 012 QUINNS RECREATION COMPLEX	\$ 678,820	\$ 690,690	\$ 829,850	\$ 1,364,172	\$ 139,161
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
MATERIALS, SUPPLIES AND SERVICES	\$ 9,007	\$ 16,273		\$ 10,000	\$ (16,273)
UTILITIES	\$ 27,785	\$ 1,268	\$ 1,188	\$ 34,300	\$ (80)
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 2,915	\$ 11,069	\$ 4,830	\$ 70,000	\$ (6,239)
SPECIAL SERV CONTRACT/MISC CHARGES				\$ 568,000	\$ -
INTERFUND TRANSFER	\$ 1,395,024	\$ 2,061,688	\$ 2,061,688	\$ 3,092,532	\$ -
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$ 1,434,732	\$ 2,090,298	\$ 2,067,706	\$ 3,774,832	\$ (22,591)
024 MAIN STREET RDA SPECIAL REVENUE FUND					
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 722	\$ 10,903		\$ 50,000	\$ (10,903)
SPECIAL SERV CONTRACT/MISC CHARGES				\$ 405,000	\$ -
INTERFUND TRANSFER	\$ 460,000	\$ 466,664	\$ 466,664	\$ 700,000	\$ -
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	\$ 460,722	\$ 477,567	\$ 466,664	\$ 1,155,000	\$ (10,903)
031 CAPITAL IMPROVEMENT FUND					

YTD Expenses February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
CAPITAL OUTLAY	\$ 11,110,677	\$ 4,683,159	\$ 3,126,161	\$ 16,556,629	\$ (1,556,998)
INTERFUND TRANSFER	\$ 3,830,080	\$ 2,386,880	\$ 2,783,088	\$ 4,174,626	\$ 396,208
Total 031 CAPITAL IMPROVEMENT FUND	\$ 14,940,757	\$ 7,070,039	\$ 5,909,249	\$ 20,731,255	\$ (1,160,790)
033 REDEVELOPMENT AGENCY-LOWER PRK					
CAPITAL OUTLAY	\$ 16,342	\$ 199,006	\$ 19,311	\$ 255,000	\$ (179,695)
INTERFUND TRANSFER	\$ 471,144	\$ 1,855,224	\$ 1,858,392	\$ 2,787,590	\$ 3,168
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	\$ 487,486	\$ 2,054,230	\$ 1,877,703	\$ 3,042,590	\$ (176,527)
034 REDEVELOPMENT AGENCY-MAIN ST					
CAPITAL OUTLAY				\$ 30,000	\$ -
Total 034 REDEVELOPMENT AGENCY-MAIN ST				\$ 30,000	\$ -
038 EQUIPMENT REPLACEMENT CIP					
CAPITAL OUTLAY	\$ 1,324,514	\$ 179,337	\$ 816,749	\$ 1,585,600	\$ 637,412
Total 038 EQUIPMENT REPLACEMENT CIP	\$ 1,324,514	\$ 179,337	\$ 816,749	\$ 1,585,600	\$ 637,412
051 WATER FUND					
PERSONNEL SERVICES	\$ 2,059,793	\$ 1,951,621	\$ 2,197,046	\$ 3,760,132	\$ 245,425
MATERIALS, SUPPLIES AND SERVICES	\$ 212,391	\$ 276,571	\$ 300,568	\$ 343,896	\$ 23,997
UTILITIES	\$ 591,307	\$ 555,242	\$ 378,682	\$ 1,208,900	\$ (176,561)
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 876,840	\$ 933,684	\$ 1,461,669	\$ 1,383,542	\$ 527,985
PARTS/MAINTENANCE SUPPLIES	\$ 849,431	\$ 807,201	\$ 858,924	\$ 1,060,905	\$ 51,723
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 62,621	\$ 83,509	\$ 113,243	\$ 112,000	\$ 29,734
CAPITAL OUTLAY	\$ 12,277,091	\$ 22,152,582	\$ 20,551,406	\$ 37,422,575	\$ (1,601,176)
DEBT SERVICE	\$ 1,752,014	\$ 3,760,235	\$ 9,342,475	\$ 5,577,420	\$ 5,582,240
INTERFUND TRANSFER	\$ 701,000	\$ 705,384	\$ 728,288	\$ 1,807,429	\$ 22,904
Total 051 WATER FUND	\$ 19,382,488	\$ 31,226,031	\$ 35,932,302	\$ 52,676,799	\$ 4,706,271
052 STORM WATER FUND					
PERSONNEL SERVICES	\$ 574,545	\$ 411,120	\$ 449,235	\$ 668,062	\$ 38,115
MATERIALS, SUPPLIES AND SERVICES	\$ 12,600	\$ 14,027	\$ 11,206	\$ 63,000	\$ (2,821)
UTILITIES	\$ 25,535	\$ 22,530	\$ 29,004	\$ 37,413	\$ 6,473
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 54,451	\$ 70,085	\$ 23,440	\$ 149,625	\$ (46,644)
PARTS/MAINTENANCE SUPPLIES	\$ 35,112	\$ 18,568	\$ 9,912	\$ 41,406	\$ (8,656)
CAPITAL OUTLAY	\$ 2,492	\$ 40,669	\$ 30,440	\$ 1,121,500	\$ (10,228)
INTERFUND TRANSFER	\$ 75,336	\$ 84,952	\$ 90,304	\$ 135,448	\$ 5,352

YTD Expenses February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
Total 052 STORM WATER FUND	\$ 780,072	\$ 661,951	\$ 643,541	\$ 2,216,454	\$ (18,409)
055 GOLF COURSE FUND					
PERSONNEL SERVICES	\$ 520,806	\$ 493,819	\$ 530,481	\$ 915,363	\$ 36,662
MATERIALS, SUPPLIES AND SERVICES	\$ 40,431	\$ 45,371	\$ 35,369	\$ 67,700	\$ (10,002)
UTILITIES	\$ 19,966	\$ 45,262	\$ 82,371	\$ 66,300	\$ 37,109
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 47,975	\$ 41,692	\$ 51,085	\$ 90,575	\$ 9,393
PARTS/MAINTENANCE SUPPLIES	\$ 107,405	\$ 133,723	\$ 325,413	\$ 467,000	\$ 191,690
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 25,673	\$ 31,318	\$ 33,194	\$ 37,500	\$ 1,877
CAPITAL OUTLAY	\$ 117,967	\$ 49,107	\$ 13,985	\$ 114,565	\$ (35,122)
INTERFUND TRANSFER	\$ 94,064	\$ 89,936	\$ 94,920	\$ 142,377	\$ 4,984
Total 055 GOLF COURSE FUND	\$ 974,286	\$ 930,229	\$ 1,166,818	\$ 1,901,380	\$ 236,590
057 TRANSPORTATION & PARKING FUND					
PERSONNEL SERVICES	\$ 6,596,649	\$ 5,048,197	\$ 4,517,365	\$ 7,387,382	\$ (530,832)
MATERIALS, SUPPLIES AND SERVICES	\$ 178,522	\$ 204,893	\$ 90,175	\$ 273,922	\$ (114,718)
UTILITIES	\$ 254,905	\$ 213,421	\$ 178,010	\$ 369,700	\$ (35,411)
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 485,246	\$ 514,258	\$ 302,514	\$ 1,232,150	\$ (211,744)
PARTS/MAINTENANCE SUPPLIES	\$ 8,816	\$ 16,024	\$ 24,626	\$ 20,000	\$ 8,602
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 16,961	\$ 16,195	\$ 21,831	\$ 16,500	\$ 5,636
CAPITAL OUTLAY	\$ 906,261	\$ 1,614,791	\$ 713,098	\$ 19,186,993	\$ (901,693)
INTERFUND TRANSFER	\$ 2,284,008	\$ 2,223,008	\$ 2,204,336	\$ 3,306,502	\$ (18,672)
Total 057 TRANSPORTATION & PARKING FUND	\$ 10,731,369	\$ 9,850,788	\$ 8,051,955	\$ 31,793,149	\$ (1,798,833)
058 PARKING FUND					
PERSONNEL SERVICES	\$ 569,729	\$ 488,744	\$ 494,599	\$ 926,073	\$ 5,855
MATERIALS, SUPPLIES AND SERVICES	\$ 268,692	\$ 138,571	\$ 213,921	\$ 430,500	\$ 75,350
UTILITIES	\$ 4,201	\$ 3,822	\$ 5,106	\$ 9,000	\$ 1,284
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 13,266	\$ 48,344	\$ 91,984	\$ 148,000	\$ 43,640
PARTS/MAINTENANCE SUPPLIES	\$ 21,239	\$ 11,761	\$ 6,866	\$ 54,000	\$ (4,894)
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 85,549	\$ 14,233	\$ 83,126	\$ 65,000	\$ 68,893
CAPITAL OUTLAY				\$ 125,000	\$ -
INTERFUND TRANSFER	\$ 4,000	\$ 5,336	\$ 11,000	\$ 16,500	\$ 5,664
Total 058 PARKING FUND	\$ 966,676	\$ 710,810	\$ 906,602	\$ 1,774,073	\$ 195,792
062 FLEET SERVICES FUND					

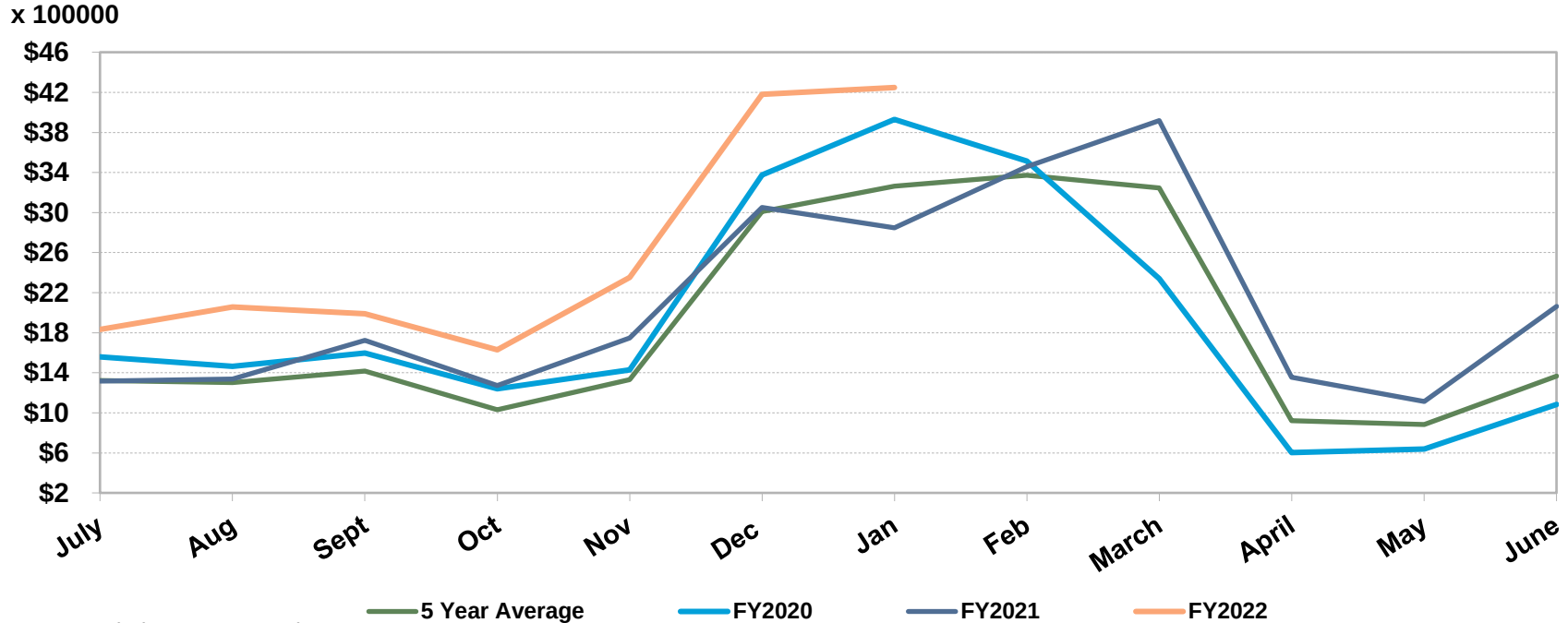
YTD Expenses February 2022	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Adj Budget FY 2022	Variance YTD FY22 vs FY21
PERSONNEL SERVICES	\$ 658,964	\$ 601,087	\$ 612,359	\$ 1,073,522	\$ 11,272
MATERIALS, SUPPLIES AND SERVICES	\$ 47,828	\$ 41,672	\$ 37,101	\$ 77,355	\$ (4,571)
UTILITIES	\$ 656,207	\$ 353,307	\$ 517,428	\$ 1,001,800	\$ 164,121
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 3,738	\$ 4,411	\$ 4,154	\$ 3,800	\$ (257)
PARTS/MAINTENANCE SUPPLIES	\$ 505,131	\$ 448,006	\$ 423,780	\$ 770,200	\$ (24,226)
Total 062 FLEET SERVICES FUND	\$ 1,871,868	\$ 1,448,483	\$ 1,594,822	\$ 2,926,677	\$ 146,339
064 SELF INSURANCE FUND					
MATERIALS, SUPPLIES AND SERVICES	\$ 26,503	\$ 24,923	\$ 24,882	\$ 50,500	\$ (41)
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 555,016	\$ 411,122	\$ 374,790	\$ 536,000	\$ (36,332)
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 630,995	\$ 706,937	\$ 845,340	\$ 968,828	\$ 138,403
Total 064 SELF INSURANCE FUND	\$ 1,212,514	\$ 1,142,982	\$ 1,245,012	\$ 1,555,328	\$ 102,030
070 SALES TAX REV BOND - DEBT SVS FUND					
DEBT SERVICE	\$ 2,667,695	\$ 2,635,952	\$ 2,639,708	\$ 6,972,216	\$ 3,755
Total 070 SALES TAX REV BOND - DEBT SVS FUND	\$ 2,667,695	\$ 2,635,952	\$ 2,639,708	\$ 6,972,216	\$ 3,755
071 DEBT SERVICE FUND					
DEBT SERVICE	\$ 7,339,252	\$ 7,381,616	\$ 7,344,344	\$ 9,509,688	\$ (37,273)
Total 071 DEBT SERVICE FUND	\$ 7,339,252	\$ 7,381,616	\$ 7,344,344	\$ 9,509,688	\$ (37,273)
TOTAL	\$ 86,913,550	\$ 90,761,830	\$ 94,660,471	\$ 183,245,701	\$ 3,898,641

January Sales Tax Update



Citywide

Sales Tax Revenues through January



*Does not Include TRT or Transit Tax

- January 2022 highest sales tax month ever recorded in PCMC history, previous monthly high was December 2021
- January FY22 up 49% vs. January FY21
- TRT January FY22 up 92% vs. January FY21

Source: Park City Municipal Corporation. As of March 25, 2022.



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$812,668	\$890,546	\$767,523	\$664,517	\$1,047,907
August	\$730,497	\$839,320	\$777,490	\$893,477	\$1,171,593
September	\$754,343	\$912,173	\$991,597	\$896,914	\$1,132,767
October	\$533,991	\$715,887	\$735,086	\$740,255	\$934,102
November	\$805,462	\$820,365	\$995,487	\$685,164	\$1,328,051
December	\$1,644,270	\$1,877,541	\$1,709,314	\$1,593,658	\$2,326,666
January	\$1,915,943	\$2,167,578	\$1,587,251	\$1,593,658	\$2,346,656
February	\$1,795,614	\$1,936,051	\$1,915,684	\$1,761,076	
March	\$2,160,171	\$1,318,256	\$2,175,133	\$2,124,877	
April	\$509,306	\$374,250	\$792,166	\$810,883	
May	\$591,398	\$439,622	\$742,106	\$688,812	
June	\$771,332	\$603,136	\$1,186,465	\$880,395	
Total	\$13,024,993	\$12,894,725	\$14,375,301	\$13,333,686	

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - \$ Change

Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	\$77,879	(\$123,023)	\$157,361	\$280,384	\$383,390
August	\$108,823	(\$61,829)	\$332,273	\$394,102	\$278,116
September	\$157,830	\$79,424	\$220,594	\$141,170	\$235,853
October	\$181,897	\$19,198	\$218,214	\$199,016	\$193,846
November	\$14,903	\$175,122	\$507,686	\$332,565	\$642,887
December	\$233,271	(\$168,227)	\$449,125	\$617,352	\$733,008
January	\$251,635	(\$580,327)	\$179,078	\$759,405	\$752,998
February	\$140,438	(\$20,367)			
March	(\$841,914)	\$856,876			
April	(\$135,056)	\$417,916			
May	(\$151,776)	\$302,484			
June	(\$168,196)	\$583,329			
Total	(\$130,267)	\$1,480,576	\$2,064,332	\$2,723,994	\$3,220,100

General Fund - Sales Tax Summary - % Change

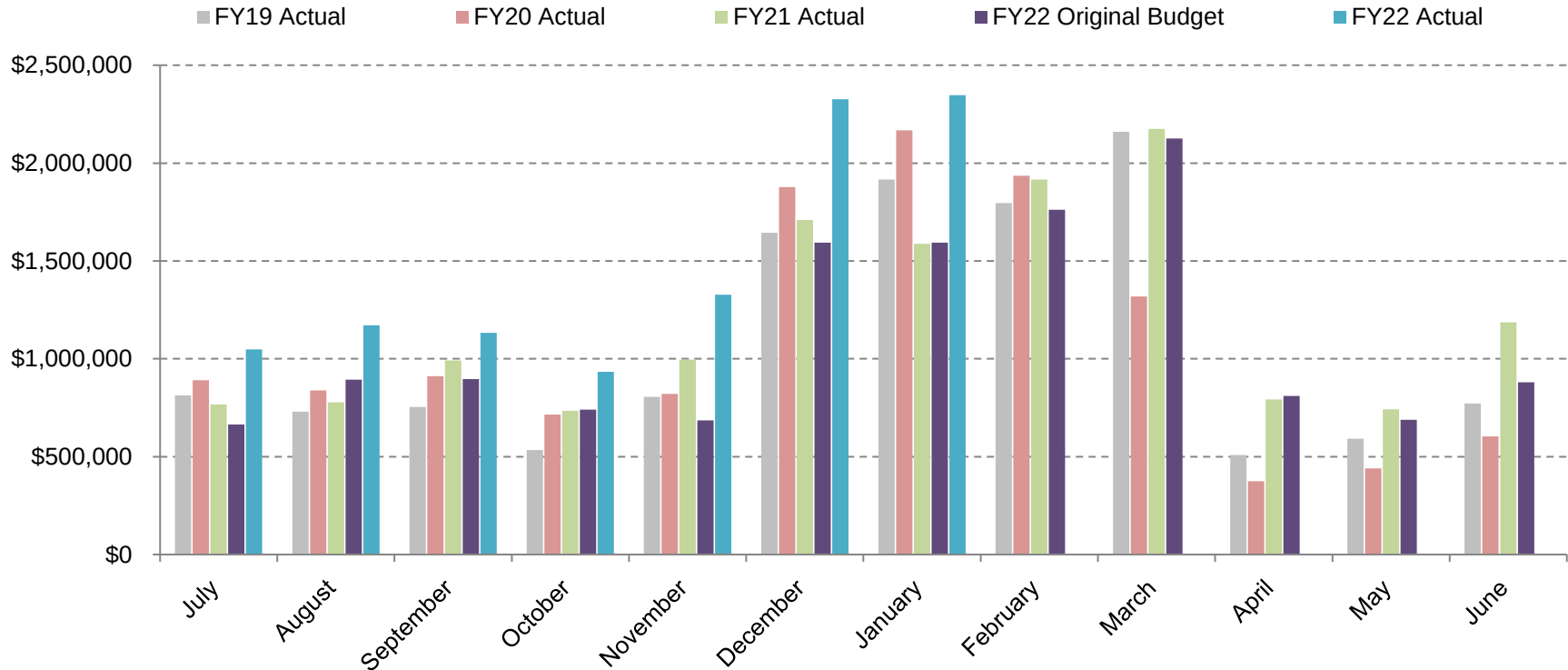
Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	10%	-14%	18%	37%	58%
August	15%	-7%	40%	51%	31%
September	21%	9%	24%	14%	26%
October	34%	3%	30%	27%	26%
November	2%	21%	62%	33%	94%
December	14%	-9%	24%	36%	46%
January	13%	-27%	8%	48%	47%
February	8%	-1%			
March	-39%	65%			
April	-27%	112%			
May	-26%	69%			
June	-22%	97%			
Total	-1%	11%			

Source: Park City Municipal Corporation. As of March 25, 2022.

Sales Tax Summary – General Fund

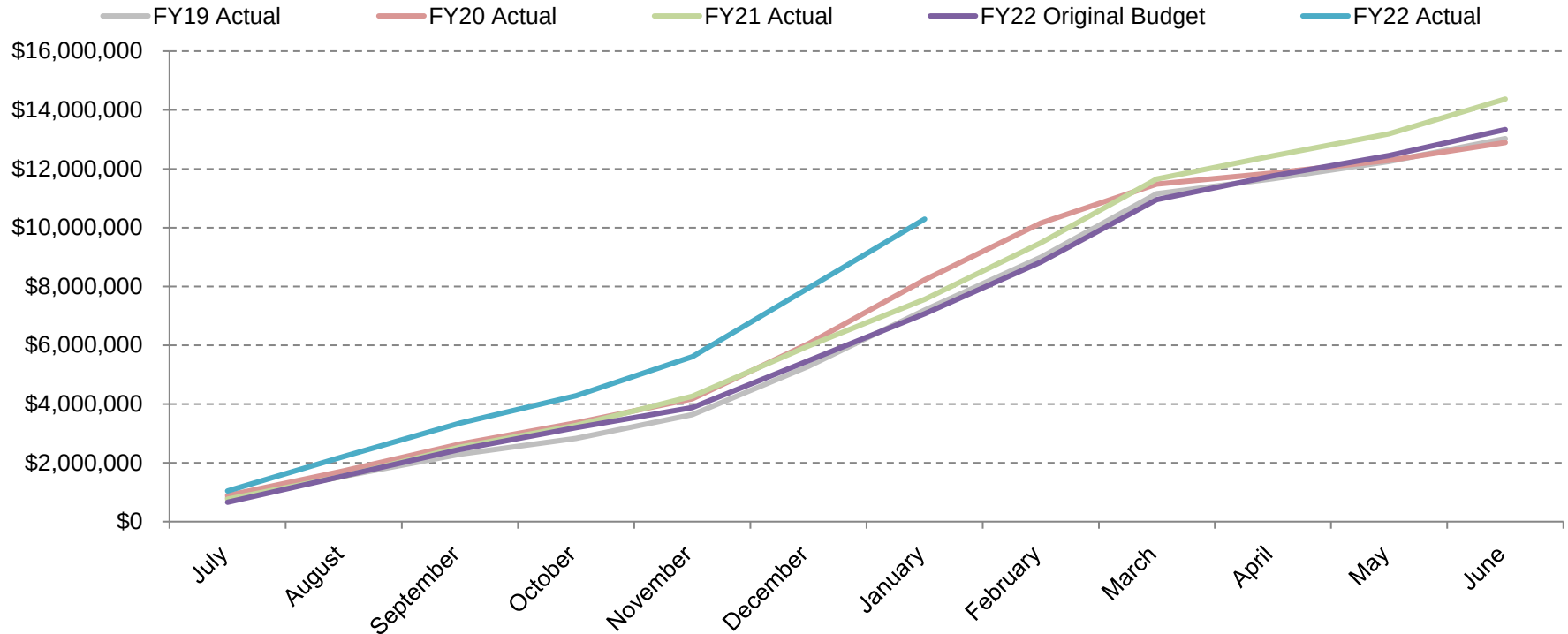
General Fund

Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – General Fund

General Fund - FY22 Cumulative Annual Sales Tax Revenues Through Different Lenses

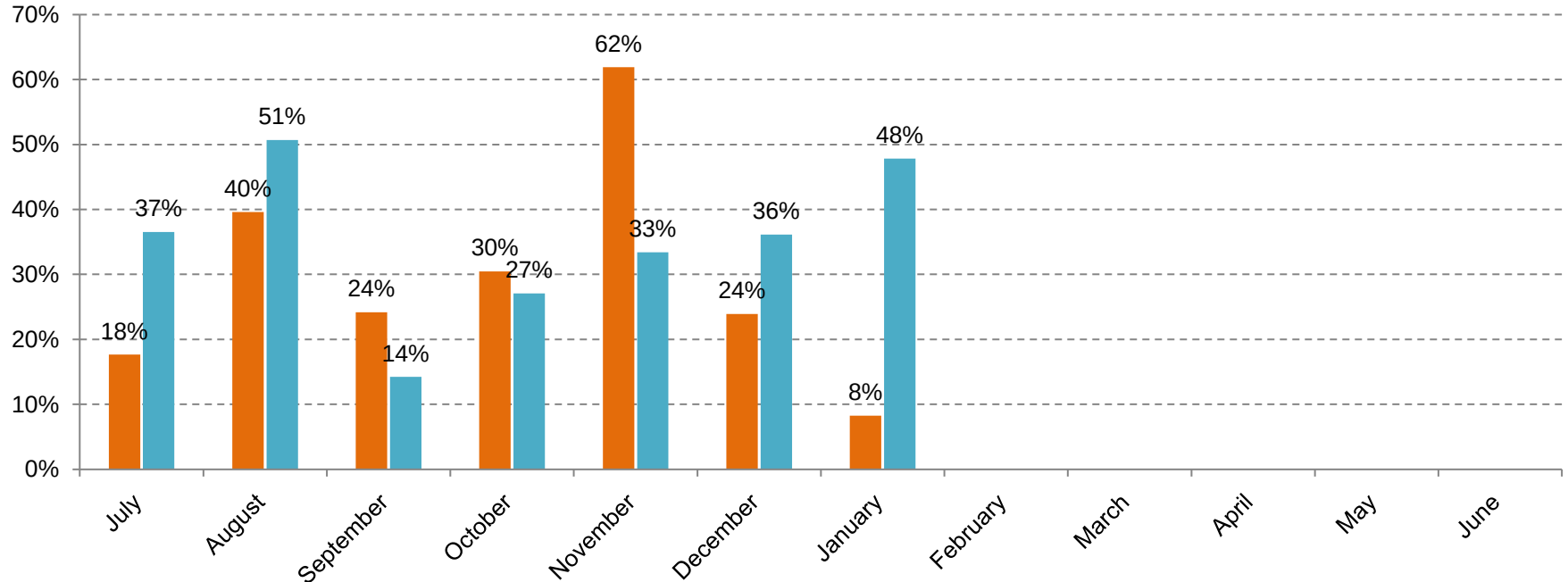


Sales Tax Summary – General Fund

General Fund FY22 Sales Tax % Change from Previous Fiscal Years

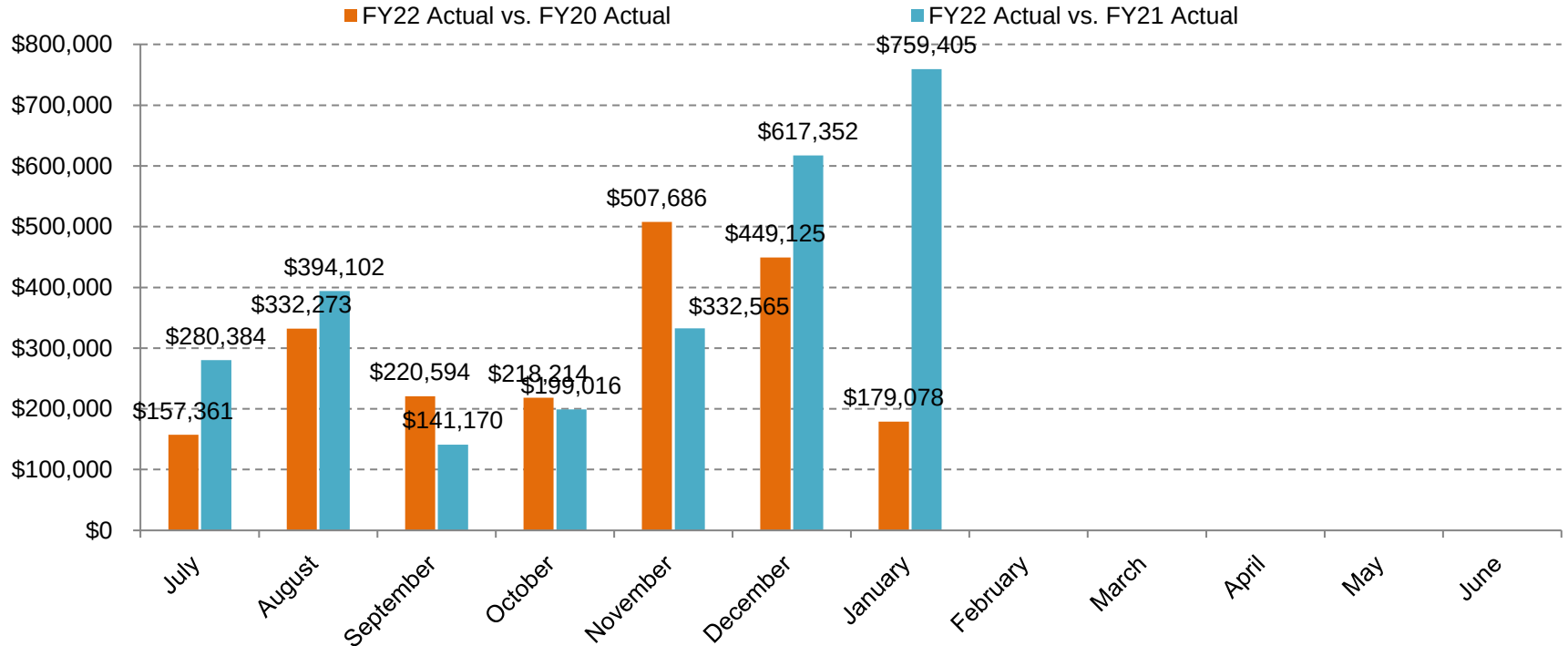
■ FY22 Actual vs. FY20 Actual

■ FY22 Actual vs. FY21 Actual



Sales Tax Summary – General Fund

General Fund FY22 \$ Change from Previous Fiscal Years





Capital Fund

PARK CITY

1884

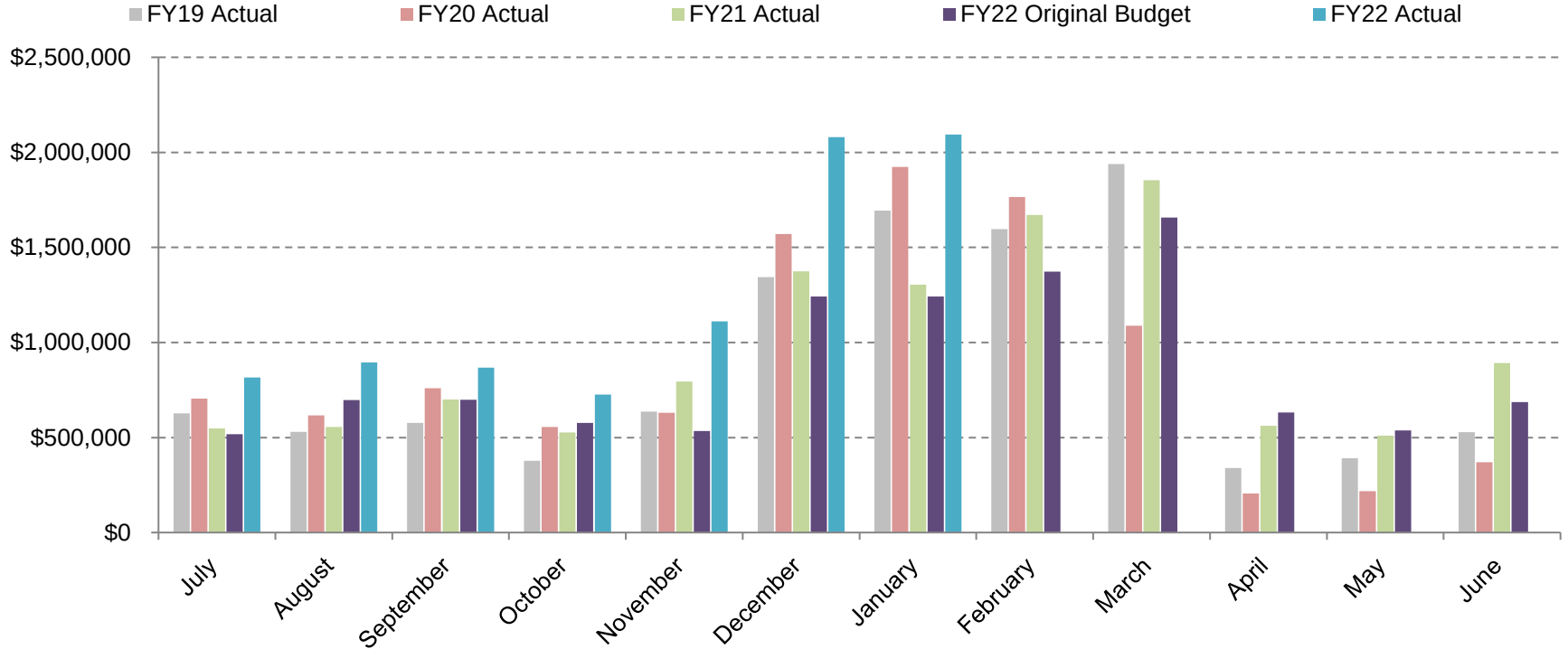
97

Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$627,203	\$704,479	\$548,052	\$518,076	\$816,105
August	\$529,229	\$616,238	\$555,028	\$696,578	\$895,269
September	\$577,009	\$759,286	\$699,815	\$699,259	\$867,890
October	\$378,251	\$555,393	\$527,415	\$577,123	\$725,811
November	\$635,932	\$629,796	\$794,579	\$534,173	\$1,111,541
December	\$1,344,356	\$1,570,492	\$1,374,419	\$1,242,459	\$2,079,436
January	\$1,693,495	\$1,923,089	\$1,303,836	\$1,242,459	\$2,094,045
February	\$1,596,315	\$1,765,073	\$1,670,788	\$1,372,983	
March	\$1,938,349	\$1,087,888	\$1,853,829	\$1,656,611	
April	\$340,118	\$206,191	\$561,565	\$632,187	
May	\$390,732	\$218,762	\$509,536	\$537,017	
June	\$528,340	\$369,764	\$892,170	\$686,380	
Total	\$10,579,328	\$10,406,450	\$11,291,032	\$10,395,302	

Sales Tax Summary – Capital Fund

Capital Fund Historical Sales Tax Revenues & Budgets Over Time by Month

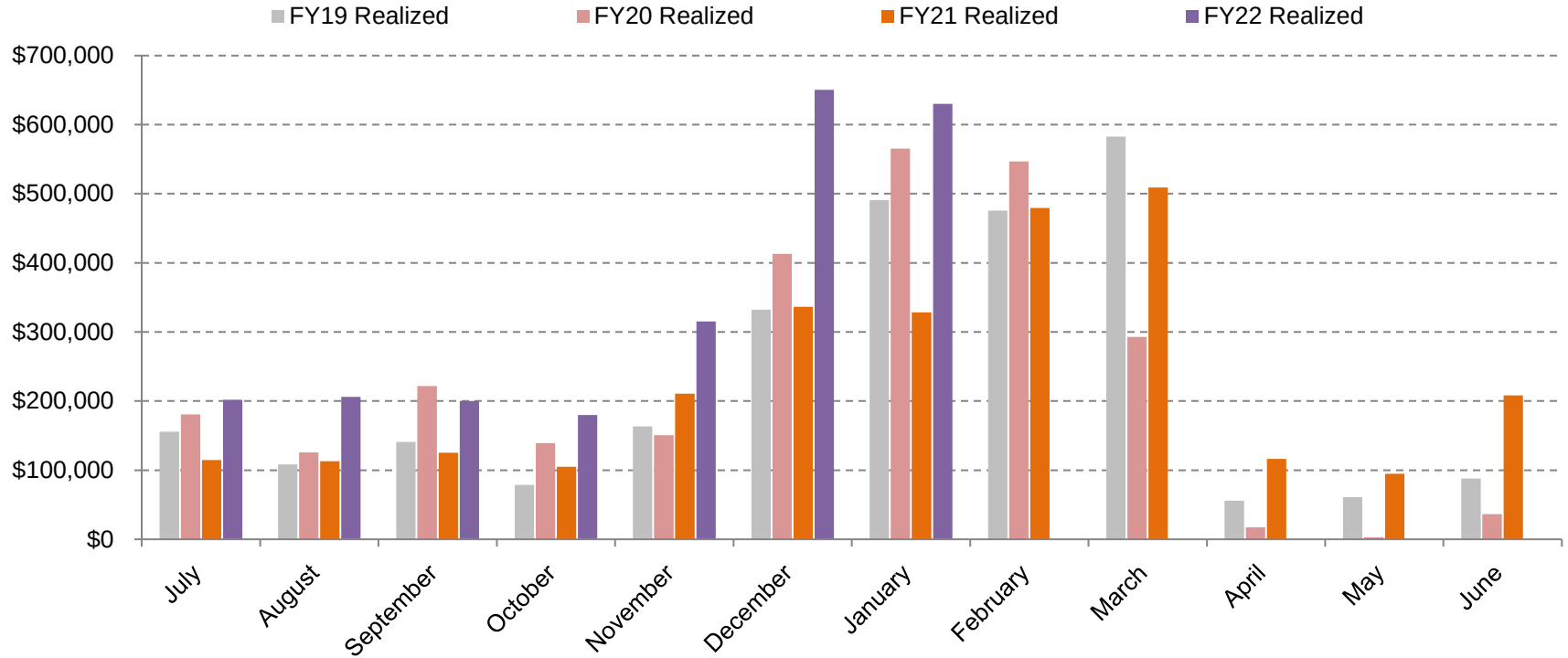


Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY22 Realized	FY22 vs. FY21, \$ Variance	FY22 vs. FY21, % Variance
July	\$155,919	\$180,669	\$114,918	\$201,780	\$86,862	76%
August	\$108,460	\$125,677	\$112,872	\$206,192	\$93,320	83%
September	\$140,971	\$221,639	\$125,348	\$200,321	\$74,973	60%
October	\$78,769	\$139,424	\$104,921	\$179,897	\$74,976	71%
November	\$163,248	\$150,563	\$210,795	\$315,172	\$104,377	50%
December	\$332,107	\$412,832	\$336,374	\$650,240	\$313,865	93%
January	\$490,668	\$565,442	\$328,467	\$630,062	\$301,595	92%
February	\$475,570	\$546,738	\$479,315			
March	\$582,847	\$292,669	\$509,063			
April	\$55,730	\$17,479	\$116,391			
May	\$60,892	\$3,114	\$94,854			
June	\$87,903	\$36,423	\$208,432			
Total	\$2,733,084	\$2,692,669	\$2,741,751			

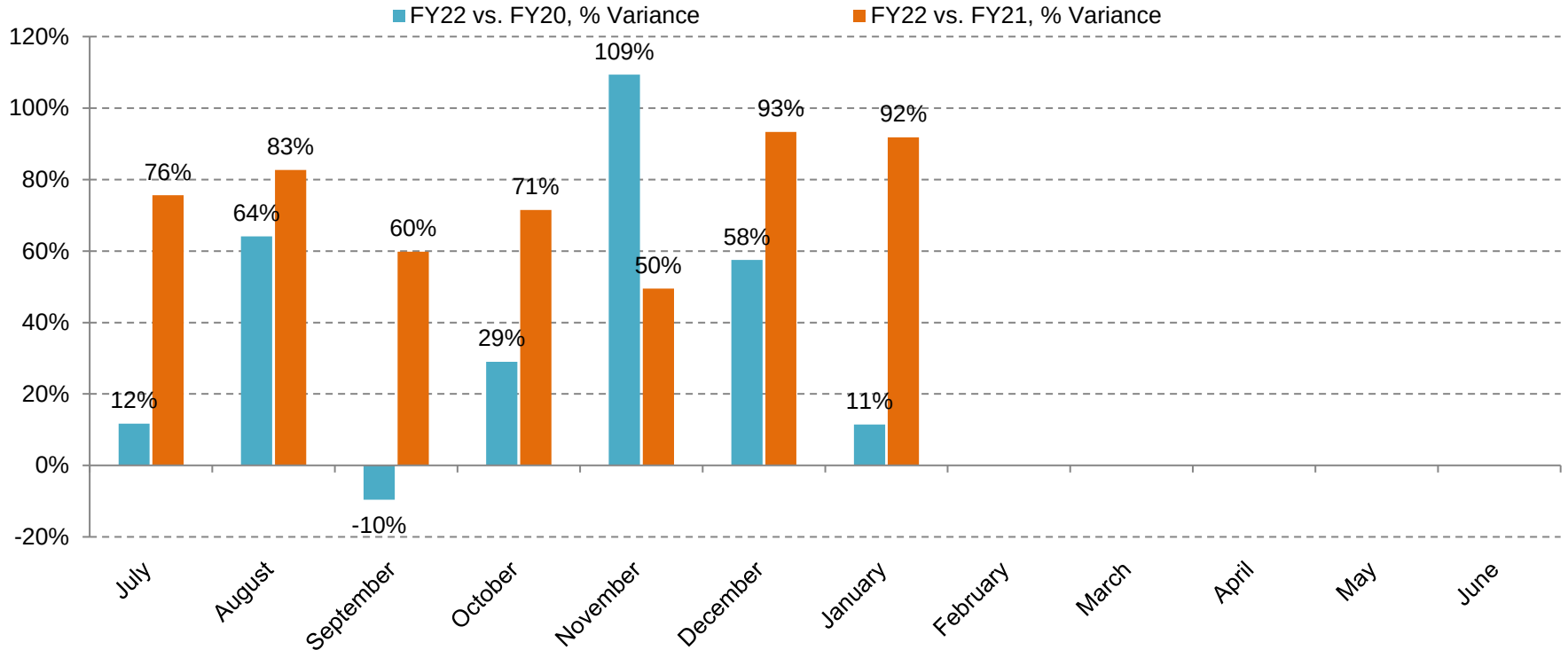
Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month



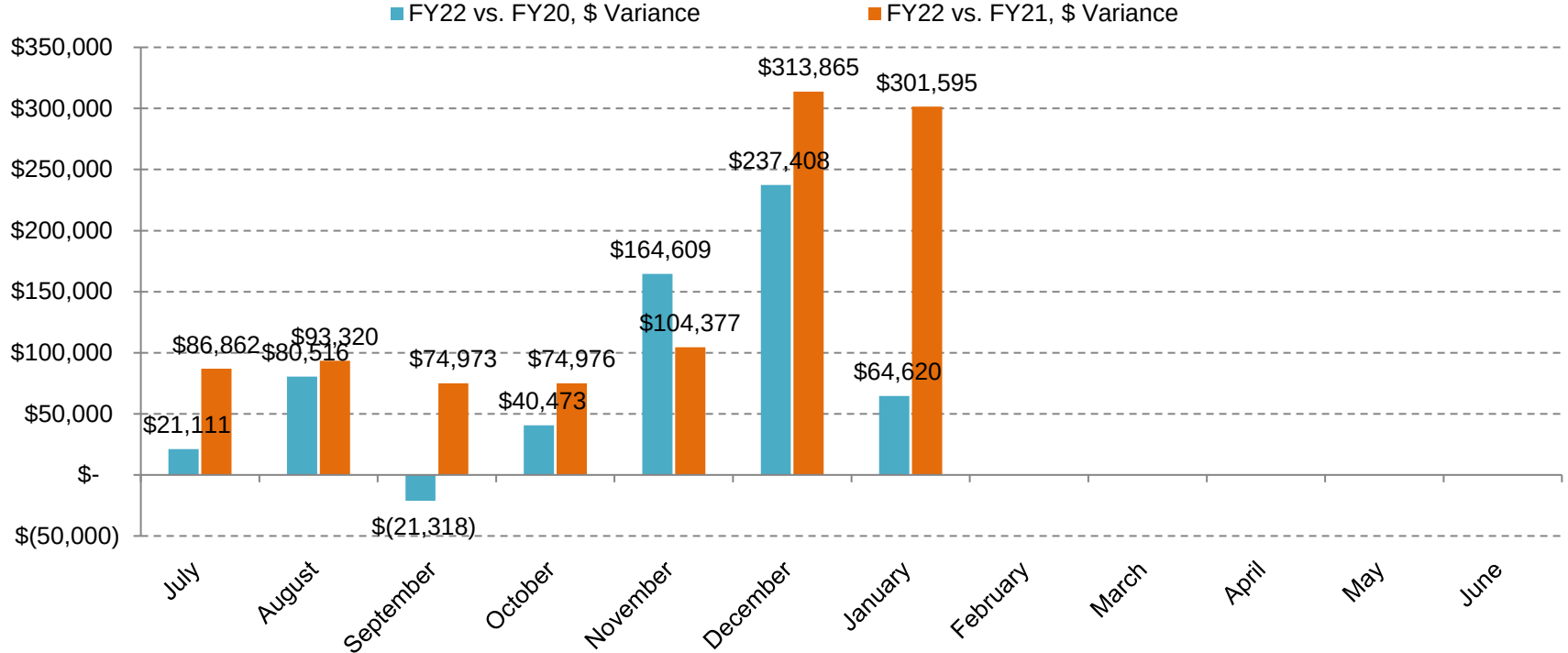
Sales Tax Summary – Transient Room Tax

Transient Room Tax % Change from Previous Fiscal Years



Sales Tax Summary – Transient Room Tax

Transient Room Tax \$ Change from Previous Fiscal Years





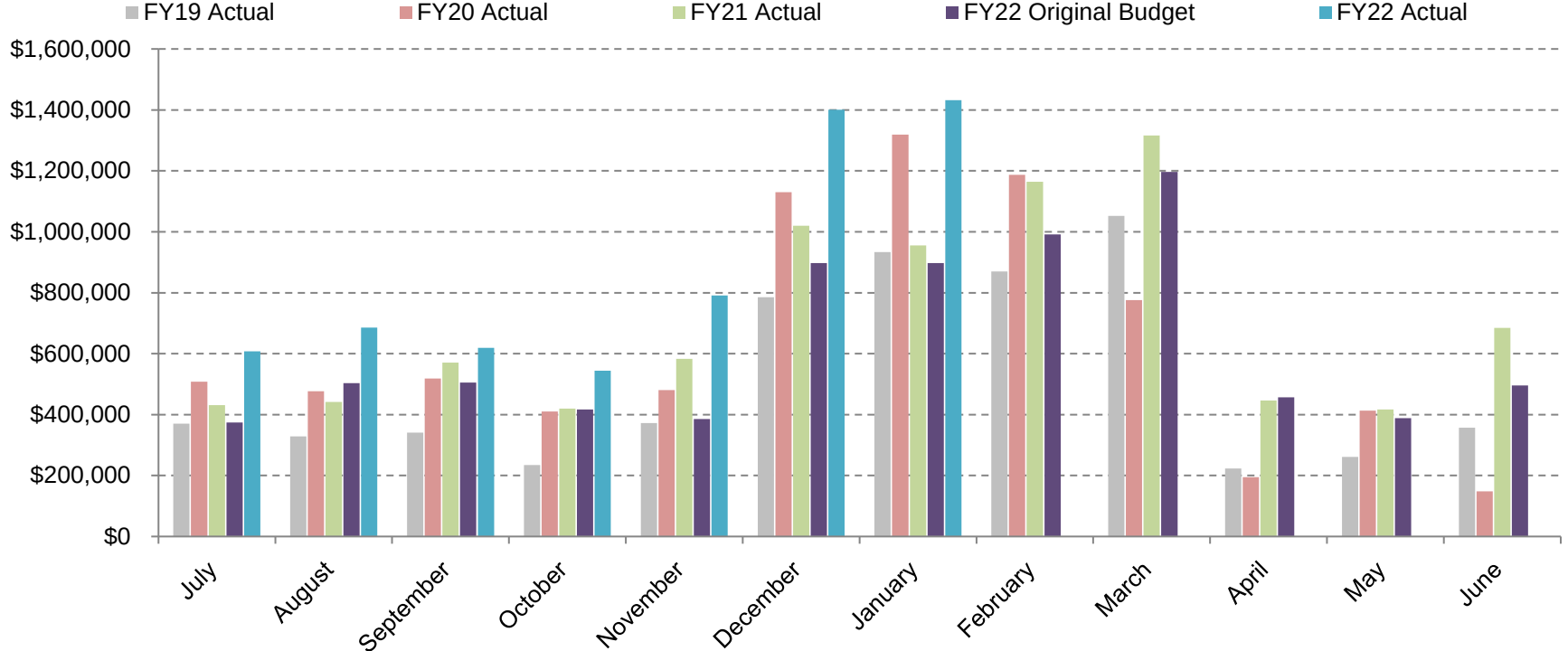
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$370,330	\$507,735	\$431,048	\$374,274	\$608,068
August	\$328,650	\$476,867	\$441,580	\$503,230	\$686,058
September	\$340,448	\$517,995	\$570,321	\$505,166	\$618,912
October	\$234,717	\$409,895	\$419,670	\$416,932	\$544,337
November	\$372,095	\$480,163	\$583,067	\$385,903	\$790,856
December	\$785,302	\$1,129,662	\$1,019,746	\$897,591	\$1,401,122
January	\$933,912	\$1,319,546	\$955,215	\$897,591	\$1,431,732
February	\$869,901	\$1,187,380	\$1,164,026	\$991,886	
March	\$1,052,427	\$775,863	\$1,316,569	\$1,196,788	
April	\$222,826	\$194,288	\$446,180	\$456,711	
May	\$260,629	\$412,635	\$416,661	\$387,958	
June	\$357,095	\$148,275	\$684,361	\$495,862	
Total	\$6,128,331	\$7,560,305	\$8,448,444	\$7,509,890	

Sales Tax Summary – Transportation Fund

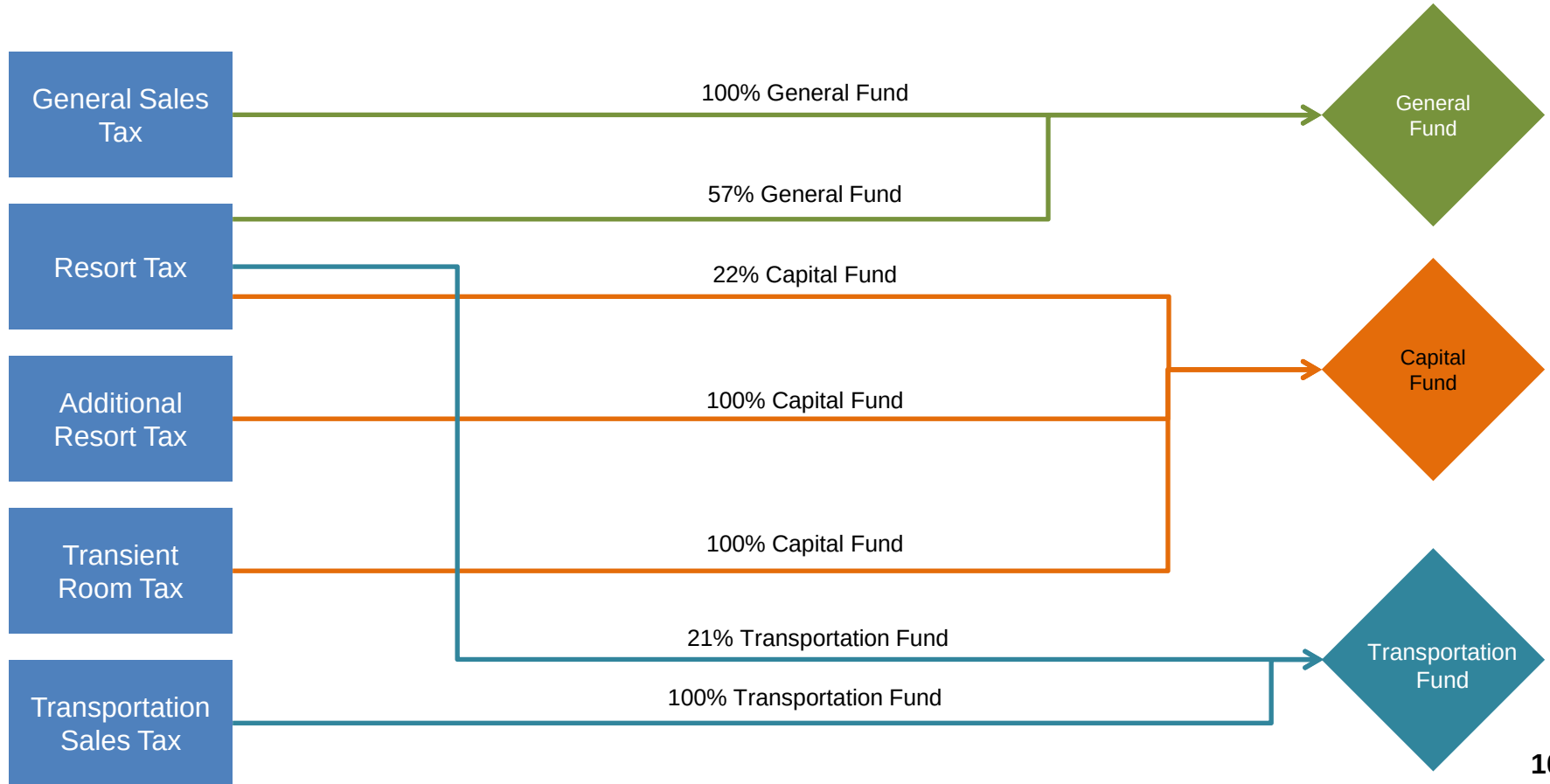
Transportation Fund Historical Sales Tax Revenues & Budgets Over Time by Month





Appendix

Where Do Our Sales Taxes Go?



General Fund Operating Insights

General Fund Operating Insights

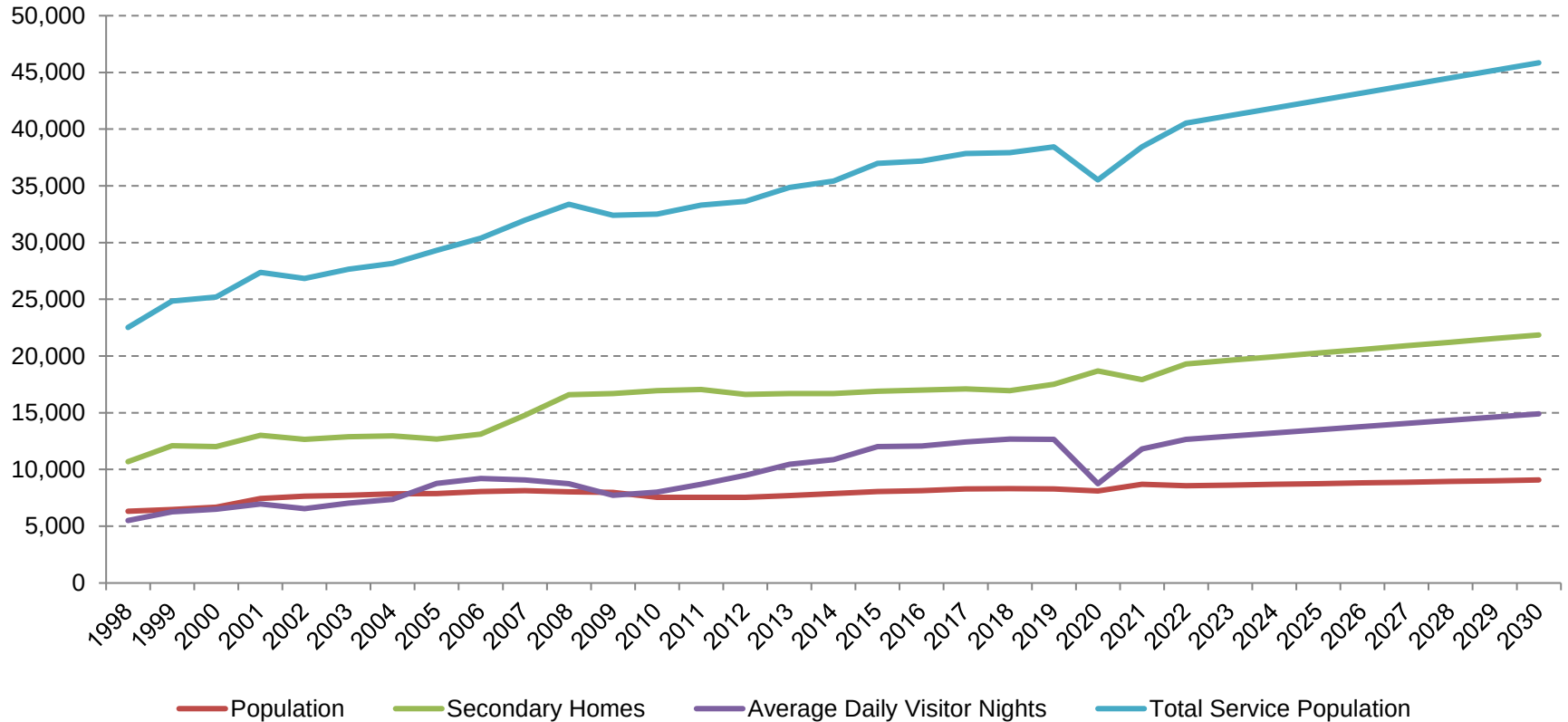
- Over the last 20+ years Park City's service population has consistently grown except for 2020 with impacts from COVID reducing visitor nights
- This has led to an increase in both revenues and operating expenses in the City's General Fund over the same period
- However, while revenues have grown, the City has demonstrated a significant degree of expense control and stability when accounting for service population growth and inflation
- Indeed, inflation-adjusted, per capita (service population) expenses in the City's General fund have averaged annual real growth of 0.87% over the period 2014-2021 and ran at \$579 per capita in 2021
- Over the same period, inflation-adjusted, per capita (service population) revenues generated average annual real growth of 1.04%, reinforcing the City's strong financial position and expense control frequently cited by U.S. credit ratings agencies
- These per capita figures do not account for drive traffic that does not stay in hotels – therefore per capita estimates are a marginal undercount of people consuming services on any given day of a year
- For further clarity on operating efficiency the analysis excludes two components of revenues and expenses
 - Revenues and expenses for voter-elected debt service linked to the City's General Obligation bonds are excluded – on this front the ratio between long-term debt and assessed value has been declining since 2019
 - Revenues and expenses associated with annual transfers to capital maintenance are also excluded

Source: Park City Municipal Corporation. As of March 25, 2022

- City Staff defines service population to equal the sum of long-term residents, secondary homeowners and annual average visitors
- Long-term population has grown 15% from 2011 to 2021 and stands at 8,685
- Secondary homes in the City have grown 5% from 2011 and stand at 6,590 as of 2021
- Staff assume a population factor of 2.7 residents per secondary home
- Visitor nights are computed using DestiMetrics hotel survey data and have grown 36% since 2011 to stand at 4,316,297 hotel visitors in 2021 for a daily average of 11,825 hotel visitors per day in 2021

Service Population and Projections

Park City Historical & Projected Service Population



General Fund Operating Insights

General Fund Actual Revenue Ex Debt Service & Capital Transfer

Description	2014	2015	2016	2017	2018	2019	2020	2021
General Fund Operating Revenues (Actual, Non-Inflation Adjusted)	\$27,024,271	\$28,113,096	\$29,802,551	\$32,180,805	\$37,134,217	\$37,777,067	\$34,531,205	\$40,061,196
General Fund Operating Revenues (Actual, Inflation Adjusted)	\$22,227,731	\$23,070,011	\$23,822,967	\$24,761,608	\$27,314,664	\$26,887,528	\$24,037,747	\$25,711,129
CPI Factor	1.22	1.22	1.25	1.30	1.36	1.41	1.44	1.56
Service Population *	35,430	36,973	37,196	37,840	37,937	38,445	35,914	38,350
General Fund Operating Revenues per Capita (Non-Inflation Adjusted)	\$762.75	\$760.37	\$801.23	\$850.43	\$978.84	\$982.63	\$961.49	\$1,044.61
General Fund Operating Revenues per Capita (Inflation-Adjusted)	\$627.37	\$623.97	\$640.47	\$654.37	\$720.00	\$699.38	\$669.31	\$670.43

General Fund Actual Expense Ex Debt Service & Capital

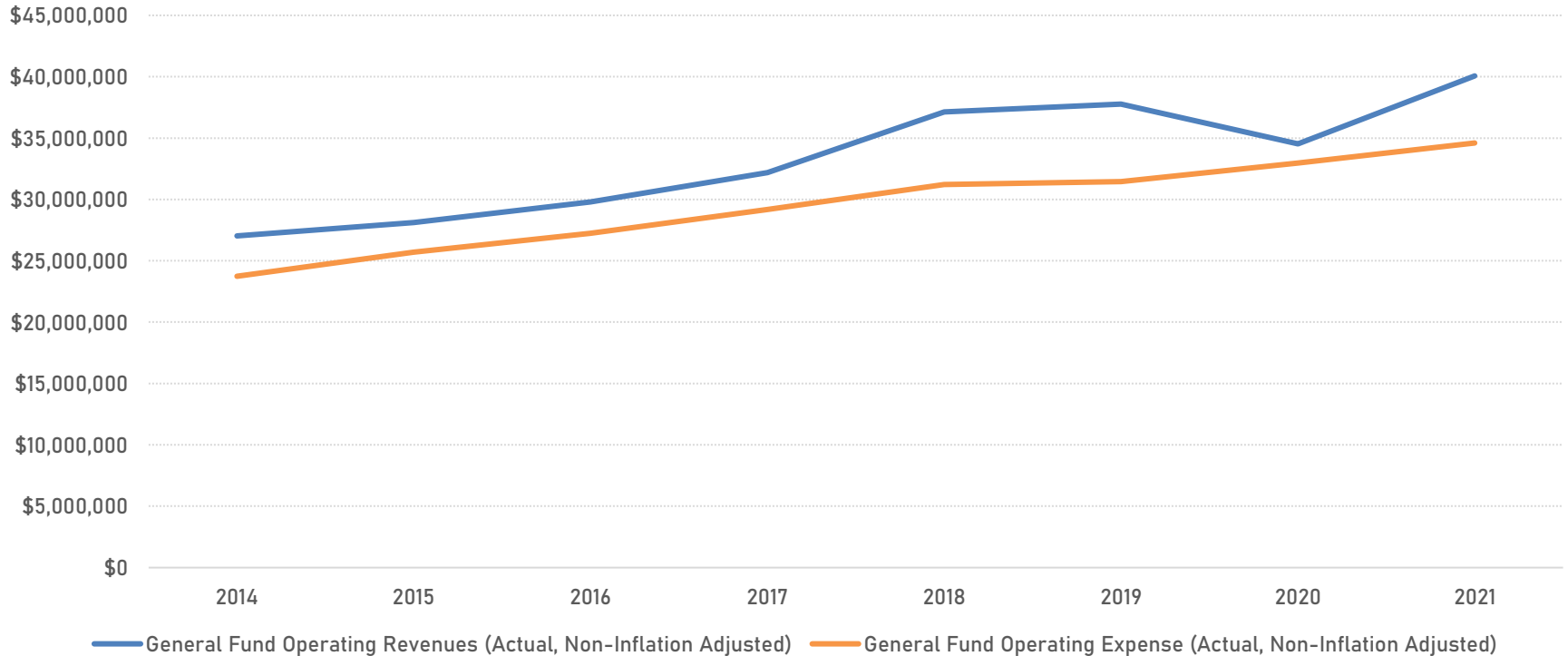
Description	2014	2015	2016	2017	2018	2019	2020	2021
General Fund Operating Expense (Actual, Non-Inflation Adjusted)	\$23,744,664	\$25,708,318	\$27,230,047	\$29,189,388	\$31,204,888	\$31,460,326	\$32,977,959	\$34,611,240
General Fund Operating Expense (Actual, Inflation Adjusted)	\$19,530,221	\$21,096,615	\$21,766,610	\$22,459,854	\$22,953,251	\$22,391,638	\$22,956,507	\$22,213,367
CPI Factor	1.22	1.22	1.25	1.30	1.36	1.41	1.44	1.56
Service Population *	35,430	36,973	37,196	37,840	37,937	38,445	35,914	38,350
General Fund Operating Expense per Capita (Non-Inflation Adjusted)	\$670.18	\$695.33	\$732.07	\$771.38	\$822.54	\$818.32	\$918.24	\$902.50
General Fund Operating Expense per Capita (Inflation-Adjusted)	\$551.23	\$570.59	\$585.19	\$593.54	\$605.03	\$582.43	\$639.20	\$579.22

Actual Revenue vs. Expense Coverage Ex Debt Service & Capital

Revenue vs. Expense Coverage Ratio (Non-Inflation Adjusted)	1.14	1.09	1.09	1.10	1.19	1.20	1.05	1.16
Revenue vs. Expense Coverage Ratio (Inflation Adjusted)	1.14	1.09	1.09	1.10	1.19	1.20	1.05	1.16

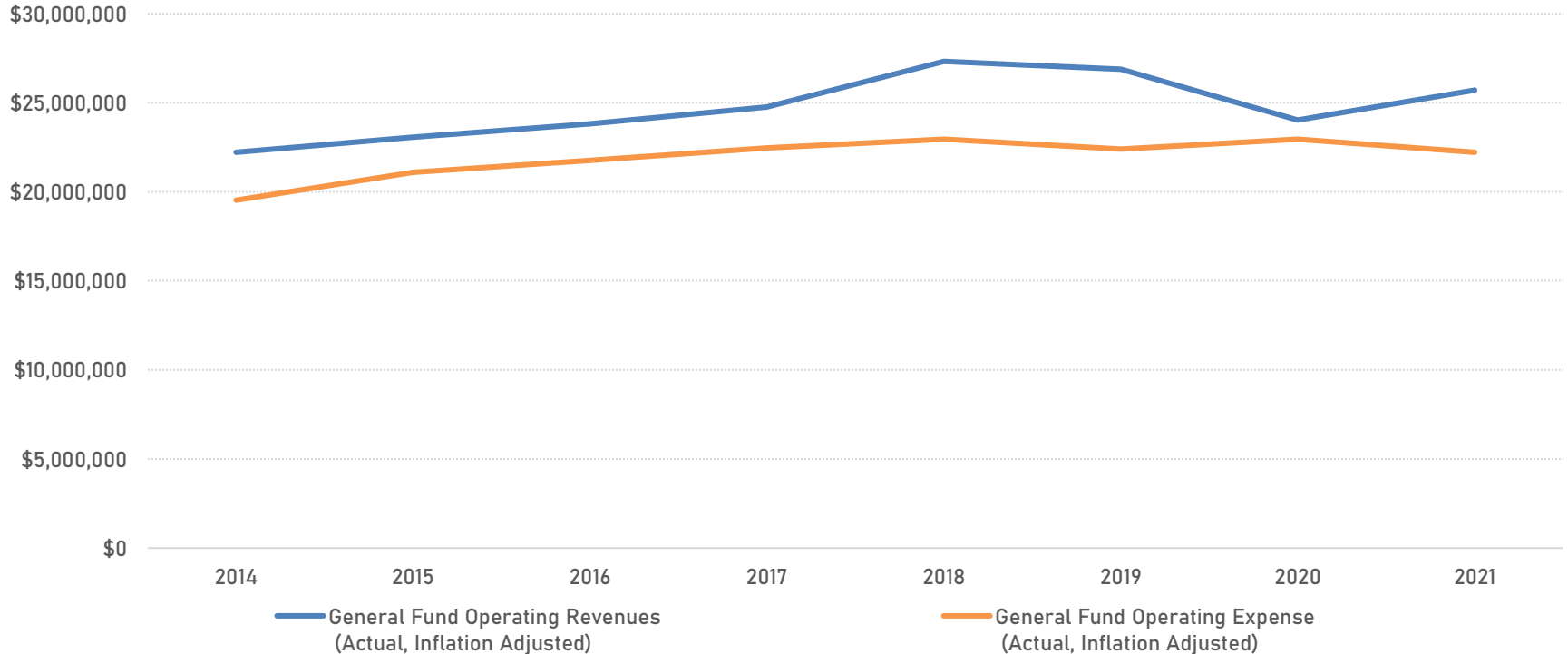
General Fund Operating Insights

General Fund - Actual Operating Revenues vs. Actual Expense
Non-Inflation Adjusted



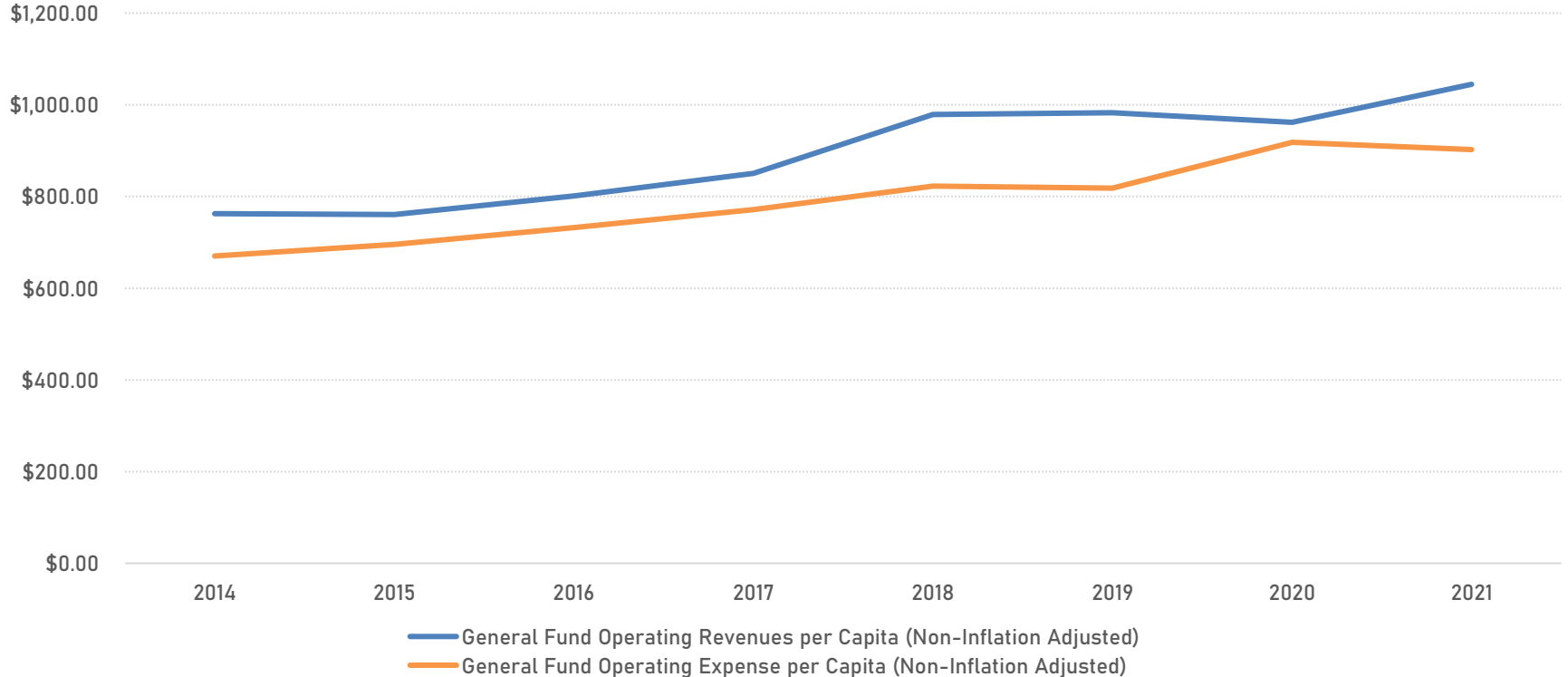
General Fund Operating Insights

General Fund - Actual Operating Revenues vs. Actual Expense
Inflation Adjusted



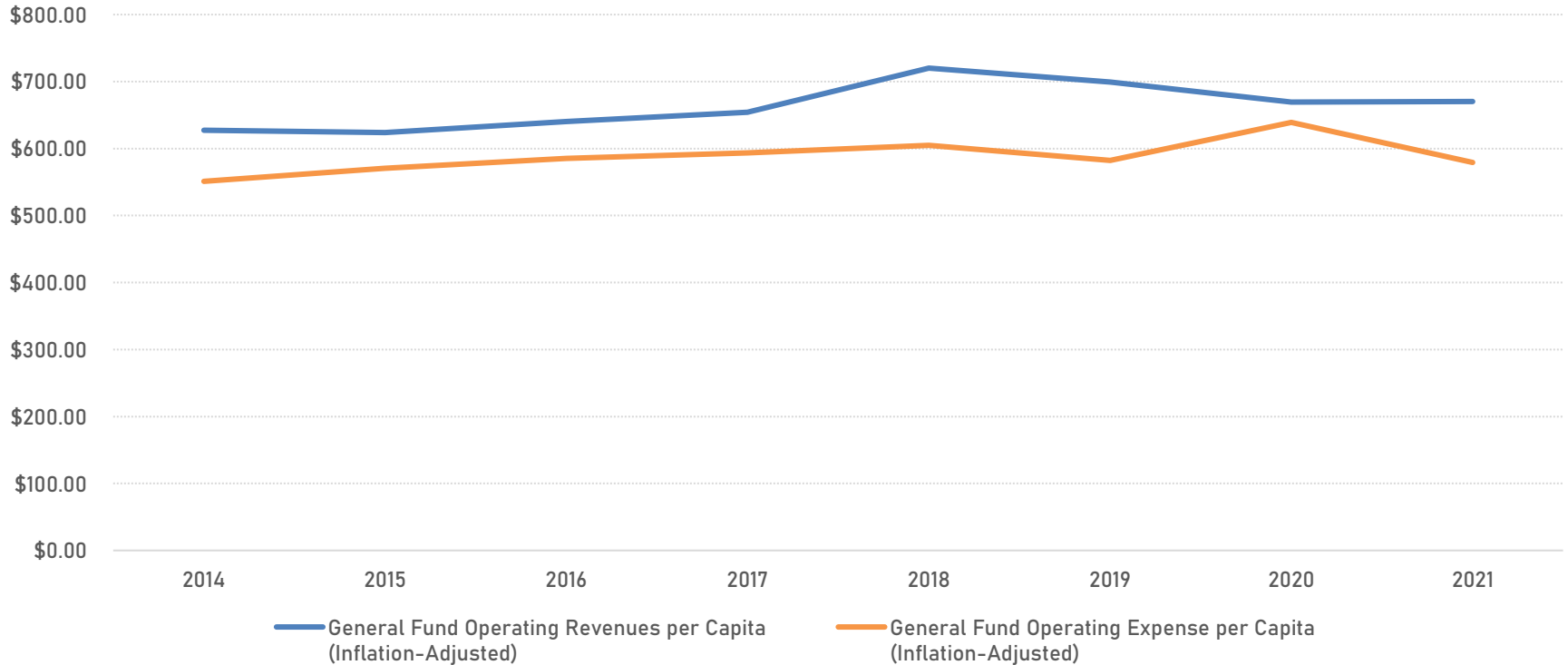
General Fund Operating Insights

General Fund - Actual Per-Capita Operating Revenues vs. Actual Per-Capita Expense
Non-Inflation Adjusted



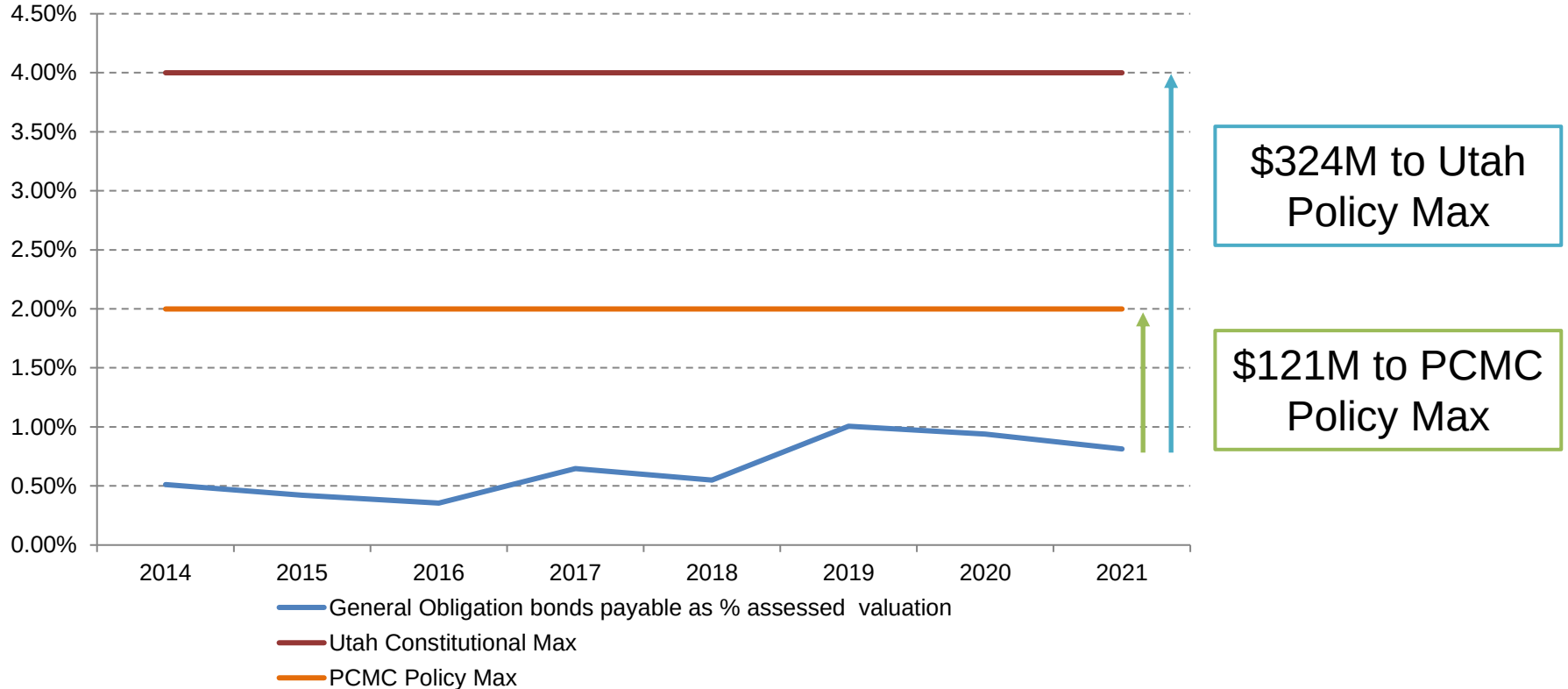
General Fund Operating Insights

General Fund - Actual Per-Capita Operating Revenues vs. Actual Per-Capita Expense
Inflation Adjusted



Long-term Debt Insights

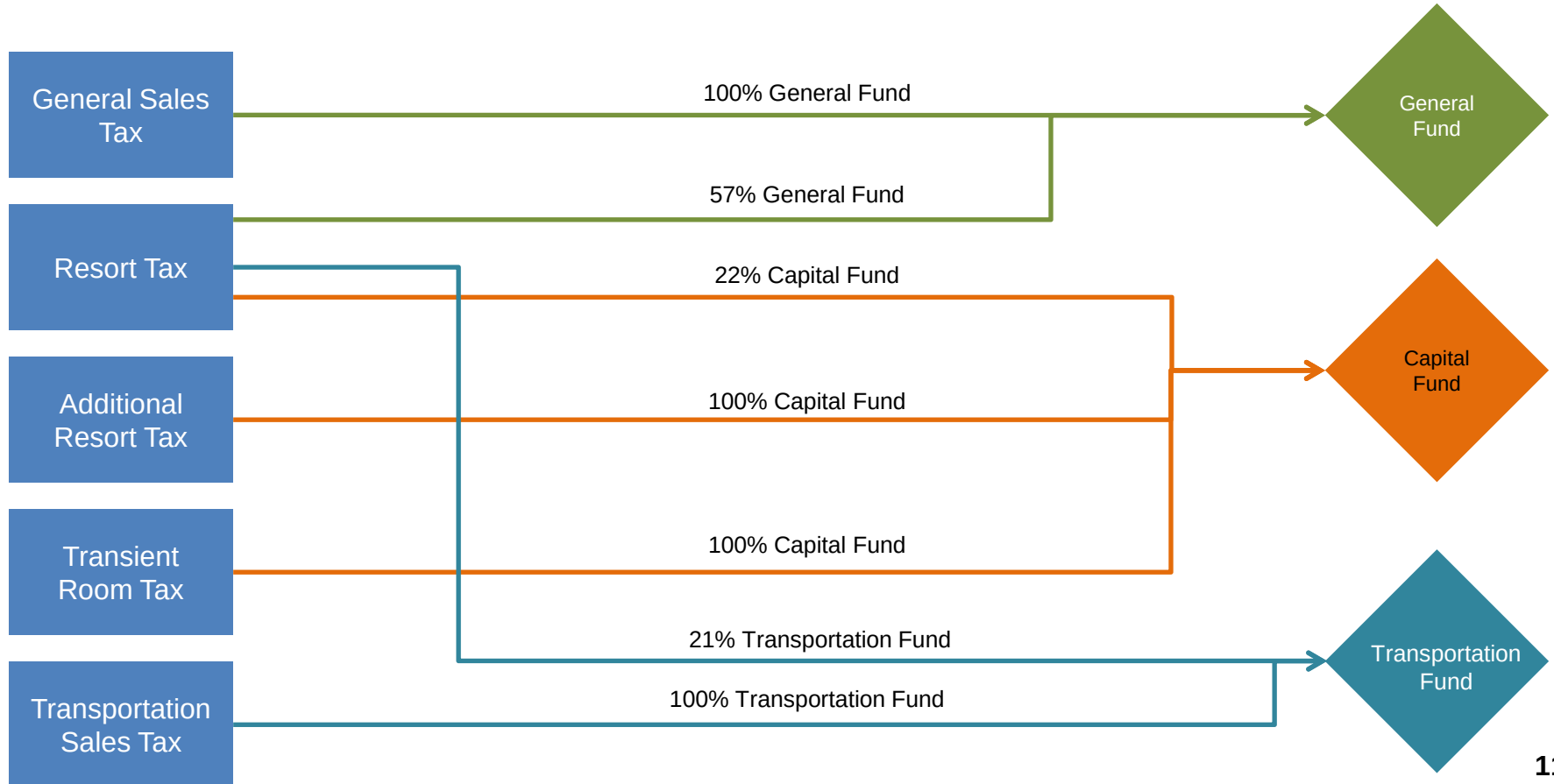
GO Debt Payable as % of Assessed Value



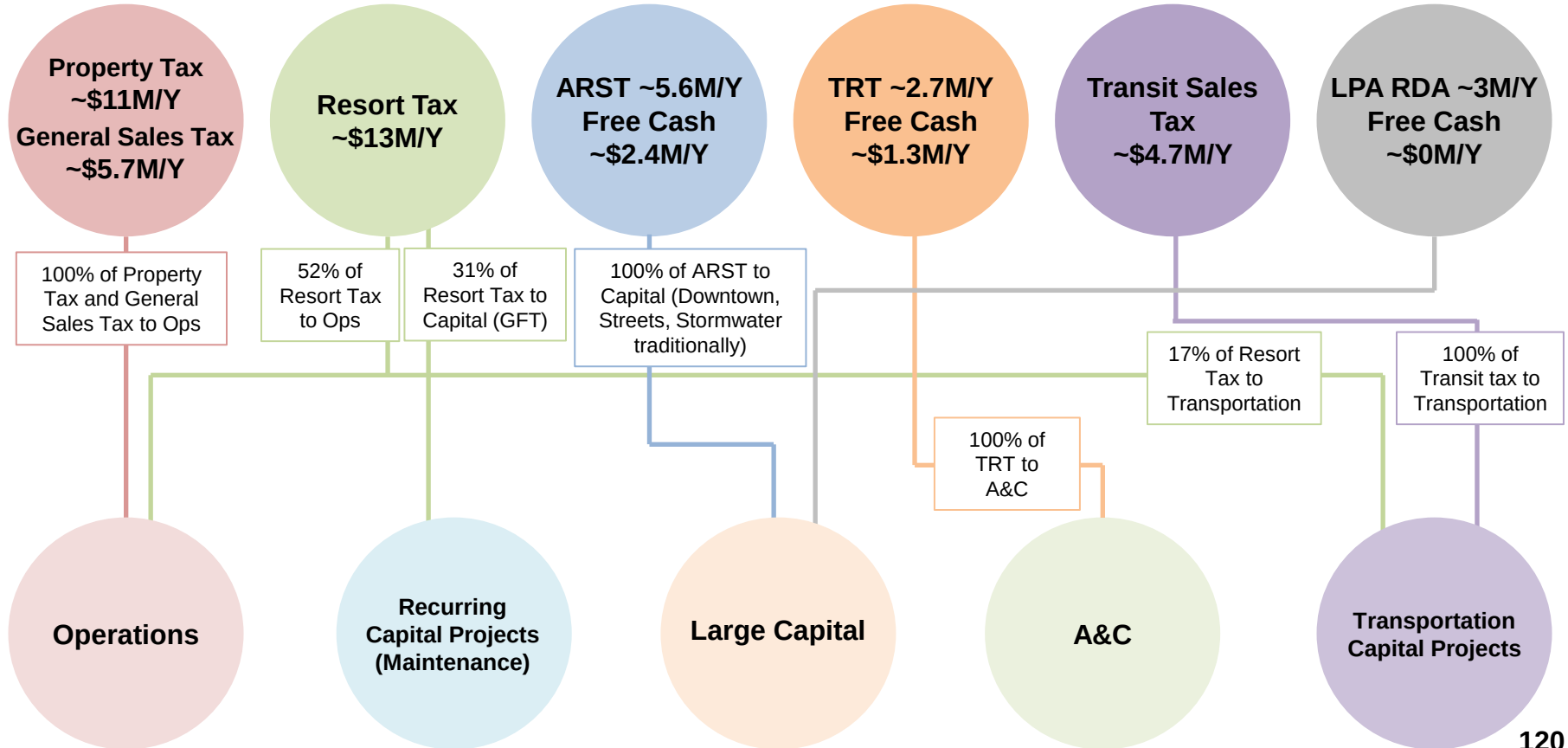


Appendix

Where Do Our Sales Taxes Go?



Core Recurring City Revenues & Their Uses



Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from March 15, 2022

Suggested Action:

Attachments:

[March 15, 2022 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

March 15, 2022

The Council of Park City, Summit County, Utah, met in open meeting on March 15, 2022, at 5:00 p.m. in the City Council Chambers.

JOINT CITY COUNCIL AND PLANNING COMMISSION SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Planning Commission Chair John Phillips Planning Commissioner Sarah Hall Planning Commissioner Bill Johnson Planning Commissioner John Kenworthy Planning Commissioner Laura Suesser Planning Commissioner Christin Van Dine	Present
Planning Commissioner Douglas Thimm	Absent

II) INTRODUCTIONS

The Council members and Commissioners introduced themselves. Mayor Worel indicated the process for the discussion items tonight and announced public input should only be on whether the Council should consider the Deer Valley application first or if the Planning Commission should continue its consideration, with Council only seeing the item on a positive recommendation from the Planning Commission.

Commissioner Phillips indicated there would be many opportunities for public comment as this item moved forward in the approval process. He noted the Council and Commission had read the numerous emails and they were well thought out.

III) DISCUSSION ITEMS

1. Discuss Land Management Code (LMC) Amendments - 2021 Accomplishments and 2022 Priorities, and Discuss an Update to the General Plan:

Rebecca Ward, Assistant Planning Director, reviewed that Council approved LMC amendments that were related to the City's critical priorities. Housing development incentives were added to promote affordable housing. The Electric Vehicle code was amended and the Dark Sky code was adopted to promote sustainability. Transportation Master Plan amendments were also passed. Ward reviewed code amendments currently being worked on, including amendments that would provide master planned developments (MPD) incentives to achieve net zero standards and water wise landscaping amendments, and she noted a few transportation plans would be adopted by code as well.

Ward indicated code amendments recommended by the 2019 Historic Preservation taskforce to improve some processes in the Historic District were being finalized. There was a budget request for a consultant to update the Historic District Design Guidelines and include user friendly graphics and illustrations. Staff wanted to address lot combinations and they were also preparing to amend the storefront property and sign code. Based on Council direction, staff was reviewing the tent and temporary structures code. She also related amendments were being worked on regarding the allowance of pickleball courts in residential neighborhoods and gave proposed dates for Planning Commission and City Council consideration for these proposed code amendments.

Council Member Rubell requested more discussion on fractional residential ownership and wanted to understand how the codes and ordinances applied to it now and what neighborhoods would be affected; i.e, nightly rental neighborhoods versus primary residential neighborhoods. For affordable housing, Council Member Rubell noted one of the conditions was that it was near transit, and he proposed eliminating that requirement since transit lines could be changed to reach affordable housing projects. Regarding the Dark Sky ordinance, he requested that holiday lights be off by a certain time. He thought there was language that indicated lights were to be off by 10:00 p.m. or 11:00 p.m. and asked if it could be enforceable. He encouraged light shielding for streetlights so they would not impact residential use. With regard to the Water Wise amendments, he supported strong incentives to get people to conserve on landscaping and was supportive of strict regulations on landscaping and water usage for new developments. Regarding Tents and Temporary Structures, Council Member Rubell didn't think Council requested streamlining the process, but requested clear regulations on it. Businesses were currently transitioning from COVID emergency spacing to dining globes and increasing capacity instead of spreading people out, so the approval process should reflect the intent of the structure.

1 Council Member Gerber thought only the emergency use of tent structures was
2 discussed, but she wasn't opposed to streamlining the process. Council Member Dickey
3 agreed and thought there were processes that could be approved by staff. Council
4 Member Gerber stated one priority for the Planning Commission in the LMC review
5 could be reviewing an administrative process for simple approvals that currently needed
6 Council approval. She wanted to see the lot combinations in Old Town addressed and
7 thought that would be a good discussion. She agreed that affordable housing should not
8 being tied to being on a transit line.

10 Commissioner Suesser asked for better communication regarding the Dark Sky
11 ordinance. Regarding affordable housing, she asked if carshare included microtransit
12 and encouraged staff to look at that. Regarding the Water Wise program, she asked if
13 there were incentives with regard to existing landscaping. She agreed with Council
14 Member Rubell's comments on fractional ownership. She asked if the Main Street
15 business and pedestrian level presence would be further defined and clarified. She was
16 happy to see that accessory uses in the MPD would be further defined and capped and
17 thought that would be a huge step forward.

19 Council Member Toly agreed with Council Member Rubell on fractional ownership. She
20 requested language for historic preservation with regard to trees and landscaping and
21 thought the mature landscaping should be preserved. She wanted to discuss at what
22 point a home had to be preserved. She also wanted to discuss the number of parking
23 spaces required in a development as well as connectivity in the City. Main Street
24 vibrancy and other City signage needed to be evaluated. She wanted to look at the
25 chain store ordinance annually since businesses were sold and there was a lot of
26 turnover on Main Street.

28 Commissioner Kenworthy thought transit needed to be evaluated. Many came to the
29 community and there were no bus stops near them. The quality of life for the workforce
30 in town and the region was diminishing rapidly. Affordable housing was not just a roof
31 over people's head, but also quality of life including transit. Transit would allow families
32 to only need one car instead of two. Transportation was the key. He also indicated
33 historic preservation needed to be a priority and especially the lot combinations.

35 Council Member Dickey thought the Transit piece would be part of the General Plan. He
36 noted that every two years allowed uses should be evaluated, especially in the
37 residential zones to make sure they were relevant.

39 Commissioner Hall favored the vibrant storefront amendments. She favored
40 streamlining administrative processes to save Planning Commission and Council time.
41 She hoped to see more LMC amendments for affordable housing in terms of MPD
42 incentives and creative solutions for additional dwelling units (ADU). Related to Transit,
43 she requested the enhancement of pedestrian and bike paths.

1 Council Member Gerber asked if it was possible to require ADUs on residential units
2 over a certain square footage. She noted some other states required MPDs to donate
3 large amounts to a housing fund and asked staff to communicate with Jackson Hole,
4 Wyoming, staff for ideas. Council Member Doilney noted all the ordinances that were
5 passed since 2020 and he asserted they were all intended for community benefit. He
6 credited all the work staff had done and was still involved in to make things better for the
7 community.

8
9 Commissioner Phillips complimented Ward for her responsiveness to direction from the
10 Planning Commission, especially with regard to ADUs. He agreed with everything being
11 said. He noted one success was neighborhoods that requested to be No Nightly Rental
12 neighborhoods. Commissioner Van Dine indicated many developments were requesting
13 to eliminate or replace multiuse trails and bike lanes, and she asked for more
14 clarification on where the City stood on multiuse paths, bike lanes, and where ebikes
15 would be allowed. She proposed clarification on where they would be allowed and the
16 corresponding widths for each area.

17
18 Council Member Rubell agreed items could be streamlined to the consent agenda or
19 assigned for staff approval. Some updates made the process easier and some made it
20 harder. Gretchen Milliken, Planning Director, stated staff would consolidate the
21 comments tonight and bring them back for affirmation and clarification. Ward stated
22 several work sessions would be planned to move ideas forward. Mayor Worel asked
23 staff to consider their workload and ability to address these suggestions in a timely
24 matter. Commissioner Phillips stated some items were just reviewed, and he suggested
25 putting the energy into the General Plan.

26
27 Milliken reviewed the last General Plan update was in 2014. It was currently organized
28 around the community values. A big component of the General Plan was the plan
29 elements and State code required Housing, Transportation and Land Use along with
30 other elements the City deemed important for the community. She reviewed the General
31 Plan was the comprehensive guide for future growth and development and
32 preservation. She noted the Transportation Master Plan was normally adopted into the
33 General Plan and would become the transportation element of the plan. She displayed
34 a slide on a typical timeline for planning and adopting the General Plan and indicated it
35 could take up to two years to complete. She recommended bringing on a consultant that
36 would keep the plan on track. Milliken hoped to begin the first phase this summer.

37
38 It was clarified that the State recommendation was to update the General Plan every 10
39 years. Commissioner Suesser didn't think anything brought to the Planning Commission
40 was rubber stamped, and she thought they should be careful about streamlining
41 processes. With regard to the General Plan, she didn't want anything streamlined.
42 Commissioner Kenworthy stated the City couldn't move forward until people understood
43 how we got here. He requested explanations on how determinations were made. Then

more informed decisions could be made. Milliken stated Phase One of the General Plan was the due diligence phase and was very important. Council Member Gerber felt the LMC wasn't always aligned with the General Plan, and she suggested the consultant could look at the LMC so the two documents could be aligned.

Council Member Toly suggested reviewing how large the General Plan should be, and noted if it was too large, nothing would get done. Commissioner Phillips agreed a professional consultant would be beneficial and the Planning Commission and Council would have final say. He agreed it should be concise and clear. Mayor Worel agreed. Council Member Rubell thought a missing component from the discussion was neighborhood planning and he thought the guiding documents for the neighborhoods should be kept front and center of discussions. He also thought the conversation of the City's critical priorities should be finished soon. The group was supportive of moving forward with a new General Plan.

Mayor Worel opened the item for public input.

Mary Wasney related stories of relatives who were involved in emergencies, and asked if there were City plans for evacuation. Mayor Worel stated those concerns had been shared a lot and there was an evacuation plan.

Carol Martin was concerned about traffic, water, and fire. She indicated Deer Valley planning a 1,000 car parking garage would take more resources. As the traffic was now, residents couldn't get out of their neighborhoods.

Jack Thomas stated he was on Planning Commission for eight years and he was involved with the 2014 General Plan. He was excited for the staff who could commit to this new plan. He stated people had great ideas and vision, and then the State Legislature passed laws that didn't allow the creativity. He noted the issues in the community had been issues for a long time and so staff wasn't starting from scratch.

Mayor Worel closed public input for this item.

2. Discuss Deer Valley Development Company Petition for the City to Vacate Portions of Right-Of-Way on Deer Valley Drive West and South, and to Dedicate Doe Pass Road to the City, as Part of the Snow Park Village Subdivision Application:

Alex Ananth, Planner, Julia Collins, Transportation Planning Manager, and John Robertson, City Engineer, presented this item. Ananth reviewed the discussion was on whether Council wanted to hold a public hearing prior to Planning Commission finishing their review of this project, or would Planning Commission finish their review first.

1 Ananth reviewed Deer Valley submitted an application to add a 13th amendment to the
2 master planned development with conditional use permits for three phases of
3 development, and there was a petition to vacate a portion of Deer Valley Drive. To
4 vacate a public right-of-way, the Council must find good cause to vacate and must find
5 that no member of the public would be materially injured as a result of the vacation. She
6 indicated the MPD authorized 209.75 residential units of density and 21,890 square feet
7 of commercial space on the site. The applicant agreed to adhere to the required
8 setbacks and they would have 60% open space, but they requested a reduction in
9 required off-street parking stalls and the street vacation.

10
11 The City transportation goals for Snow Park Village included prioritizing increased
12 transit use, bike and pedestrian use, right sizing parking and using paid parking to
13 promote transit use, implementing a transportation demand management program for
14 the resort, and having an emergency egress plan from the resort to Highway 40. Ananth
15 noted that currently there was no transit priority lane on Deer Valley Drive. She
16 reviewed the Transportation Department thought this was an opportunity to further the
17 City's transportation goals, including the incorporation of a dedicated bus lane. The
18 Planning Department liked this plan because it had the shortest route. There was a new
19 mobility hub with this plan. A diagram of the proposal showed the transit center below
20 the event center. She acknowledged the plan put additional traffic on Deer Valley Drive
21 East. Additional analysis was requested to figure out mitigations to traffic impacts to
22 neighborhoods, but she noted the current road capacity could accommodate the
23 additional traffic. The City was working with a third-party consultant as the application
24 was evaluated.

25
26 Dave Nicholas, IBI Group (part of the design team), stated a year ago the application
27 was submitted for the parking garage. He displayed a map of the proposed road
28 vacation and new road. He hoped Deer Valley could be a world class experience. He
29 noted the planning involved the City's critical priorities. He stated the new plan shifted
30 the energy from Snow Park Lodge to Snow Park Village and would allow a ski-in
31 experience. The lifts were extended into the village. He displayed the proposed parking
32 garage and noted the emergency access points planned there. He highlighted that
33 having the additional right-of-way would allow the resort to spread things out and
34 preserve mountain views. The pedestrian and vehicle conflicts would be eliminated with
35 this plan as drop-off zones were planned.

36
37 Commissioner Kenworthy stated the City Council had the right to vacate a street and
38 they should review this first. Commissioners Hall, Johnson, and Van Dine agreed.
39 Commissioner Suesser stated the Council should look at the vacation before Planning
40 Commission considered the development. Commissioner Phillips also thought the City
41 Council should review vacating, but noted it wouldn't be an immediate vacation, it would
42 only be the Council saying they would favor vacation if the rest of the proposal worked
43 out. There was a lot of work to be done.

1 Council Member Doilney stated this plan was still fluid and Planning Commission
2 needed all the tools they could get before it got too far done. Council Member Rubell
3 stated the Planning Commission could say no to the vacation before it went to City
4 Council. He was okay with Council looking at it first, but if vacation was considered, it
5 didn't mean Council would automatically default to the plan as proposed. Milliken stated
6 Council could make a decision with conditions of approval (COA). Council Member Toly
7 asked what the timeline was for Council to consider the road vacation. She asked if the
8 Planning Commission would pause its review while the Council considered it.
9 Commissioner Phillips stated there was no hard line for when the opinion came in.
10 Council Member Toly asked if this item would take a couple meetings to consider.
11 Milliken stated it would normally take a work session and a public hearing, and then an
12 action item. Council Member Gerber thought COAs could be set so Planning
13 Commission would have good input from the Council. Milliken stated the more COAs
14 put in would help guide the Planning Commission.

15
16 Council Member Dickey indicated it was difficult to take the street vacation as a
17 standalone item. He thought the CUP and traffic studies needed to be considered as
18 well. He thought it would be beneficial to go deeper. Council Member Toly asked what
19 would happen if Council said no to the vacation. Rich Wagner, Alterra Vice President,
20 stated Deer Valley could make something work with the current plan, that would include
21 better traffic flow that wouldn't impact the neighborhoods in lower Deer Valley.

22
23 Commissioner Phillips thought it would be beneficial to have another Planning
24 Commission meeting so they would be better informed, before passing it to Council.
25 Wagner indicated he received good comments on the traffic patterns, and he thought
26 the plans could be improved to help Deer Valley Drive East.

27
28 Commissioner Suesser stated it was her understanding the applicant wanted
29 confirmation that the road would be vacated and the plat amended before they moved
30 forward with the rest of the proposal. Commissioner Phillips noted the dedication
31 wouldn't occur until the final approval was given. Ananth stated the Planning
32 Commission could look at the projects and they could make a recommendation on
33 vacation to Council. Commissioner Kenworthy asserted the Planning Commission didn't
34 have the authority to vacate a street, but it had to verify traffic issues were mitigated.

35
36 Council Member Doilney stated there was a gray area and he suggested Planning
37 Commission have another meeting on this before sending it to the Council. Council
38 Member Rubell stated there were different possibilities that could be presented and he
39 wanted to see options. He thought this should go back to the applicant for more work.

40
41 Mayor Worel opened the item for public input.
42

1 Tom Petro thought Council should weigh in on the topic. It was a risk management
2 question. Staff was stretched on their time so it was wise to see if it would progress.
3 Officials should decide what two or three things they needed clarity on.
4

5 Margaret Plane, City Attorney, reviewed the rules of decorum for public input, including
6 no applause and no booing.
7

8 Chuck Haggerty, Solamere HOA, stated he was forced to submit 40 objections because
9 he didn't get a chance to discuss this with staff. He asked for transparency.
10

11 Rick Labasky submitted an email regarding this project. He thought it would be
12 beneficial for Alterra to present options for this project and right-of-way.
13

14 Nanci Palmintere stated one more development meeting was needed with the Planning
15 Commission before it went to Council because at this moment, it would not have all the
16 necessary information.
17

18 Sue Ann Kern understood development was inevitable, but it was premature to approve
19 the right-of-way. She noticed Ananth sat next to the developer and there was
20 comradery, so the Council should take this on. The traffic didn't start at the Y, so it
21 needed to be addressed before this project was discussed.
22

23 Richard Reiner agreed the Planning Commission needed one more meeting before
24 going to City Council.
25

26 Andy Lazzlo stated the most beneficial thing about the process would be for Alterra to
27 develop alternatives for Council and Planning Commission to consider. He thought
28 whatever Deer Valley did to mitigate traffic would not be sufficient.
29

30 Bill Bloomfield thought Council should remind the applicant and staff that vacating a
31 road could only occur if residents were not impacted. The applicant needed to create a
32 plan that wouldn't negatively impact neighbors.
33

34 Deborah Rentfrow referred to code language that stated the plan should be modified to
35 the site, not the site modified for the plan. If no other options were presented, the
36 applicant needed to bring the road vacation to Council before Planning Commission
37 spent any more time on it.
38

39 Ed Parigian indicated Council should consider the vacation of the road first. He asked if
40 Council could be the arbitrator if vacation was granted.
41

1 Mark Balestra thought Council not wanting to hear input from the public was a sign
2 Council would greenlight the vacation. Mayor Worel stated there would be a robust
3 public hearing process during the application process.
4

5 Larry Dickerson favored this being decided by the City Council because the property
6 owners would have more say, noting the Planning staff was friendly with the applicant.
7 Mayor Worel stated this was an unusual configuration tonight, but applicants normally
8 sat with staff as development presentations were made and it did not signify they were
9 biased to the development.
10

11 Ann Bransford thought the Planning Commission should have another meeting or two to
12 get clearer information on the proposal before giving a recommendation to Council. She
13 agreed conditions should be included. She also asked that the applicant and staff get
14 input from residents.
15

16 Robert Boone stated this was a complex project with traffic flow impacts and he thought
17 Council should address it, but it needed another round of planning from Alterra. Any
18 vacation decision should be subject to final approval of the project.
19

20 Lisa Wilson asked if the developer asked for land owned by the City and if he was
21 asking for land for free.
22

23 Sydney Hedberg asked if the traffic study company was local.
24

25 Marie Lundin stated the traffic pattern was a problem every winter.
26

27 Lauren Loberg asked if the project would die if Council denied vacation. Commissioner
28 Phillips reviewed there was not a discussion with public comment. He asked for public
29 comments that were directed on the process of Council reviewing the vacation prior to
30 the Planning Commission reviewing the project.
31

32 Allison Kitchen requested the Planning Commission go first and complete the MPD.
33 Then they could prevent the final plan going to Council.
34

35 Madeline Letchford asked that the process continue and consider the bus route.
36

37 Dan Adler asked that the priority be given whichever way gave the public opportunity to
38 comment.
39

40 Comments submitted electronically are attached to the minutes.
41

42 Mayor Worel closed the public input portion of this item.
43

1 Commissioner Phillips stated the group should discuss whether the original
2 recommendations were still the same after listening to public input. He thought the
3 Planning Commission should have another meeting with public input and then they
4 could better direct staff to go to City Council with Planning Commission direction.

5
6 Commissioner Suesser stated the application was presented with one option and she
7 thought the group would discuss the pros and cons of the circulation and then pass it to
8 City Council. Now the applicant stated he could present other options for traffic. She
9 favored having the Planning Commission listen to the options before sending it to City
10 Council. Commissioner Van Dine thought Planning Commission should have one more
11 meeting with the applicant. She indicated Planning Commission could condition the
12 vacation and send it to City Council for consideration.

13
14 Commissioner Johnson agreed that Planning Commission should have another work
15 session. He hoped there would be outreach for more public participation at Planning
16 Commission meetings. Commissioner Phillips encouraged public participation and
17 asked that commenters show empathy instead of throwing out accusations.
18 Commissioner Hall wanted a Council determination, but if it went to another work
19 session, she requested that Council provide questions they want answered.

20
21 Commissioner Kenworthy stated the public process was frustrating, especially when
22 accusations were thrown at the governing bodies and staff. He heard about options
23 from several people tonight and he wanted staff and the applicant to explain the existing
24 entitlements and the options. He favored having this item come to another Planning
25 Commission meeting for discussion.

26
27 Council Member Dickey stated the land use process could be messy and it was
28 important to have a consistent and fair process. He thought process instilled trust. He
29 favored another Planning Commission meeting and then this could come to Council with
30 a recommendation. Council Member Gerber agreed. Council Member Doilney agreed
31 and thought the applicant not presenting other options was a misstep, but he wanted to
32 see options. Council Member Gerber favored the project going through the entire MPD
33 process and then coming to Council. Council Member Toly stated it was unclear about
34 the third-party study. Ananth stated a consultant was hired to review the applicant's
35 transportation study. Council Member Toly asked for clear options, whether Planning
36 Commission would have one more meeting with Alterra options and the consultant's
37 review or Planning Commission goes through the MPD process first.

38
39 Council Member Rubell stated when the question came to Council it had to be, "Are you
40 okay with the vacation with this circulation plan." He was okay to pull it out of the MPD
41 process to consider it separately. Unless there was a specific question, it would not be
42 beneficial to Council. Council Member Toly agreed and asked Planning Commission
43 and Planning staff if they were prepared to present to Council. Council Member Gerber

asked if Planning approved a circulation plan before they approved the whole project. If Planning Commission was comfortable then they should send it to Council.

Mark Harrington, Senior Attorney, stated this was done at a smaller level with Historic Design reviews. He was comfortable with Council taking a step in the middle of the MPD process to look at the right-of-way vacation. Then the Council could approve or deny it. If Council denied the vacation, the applicant could appeal or come up with alternatives. He noted it was important to know if the circulation flow was functional. He noted there could be conditions to the vacation, but Council should only focus on distinct criteria.

Council Member Rubell restated it should be brought to Council once the answer was known about the circulation flow and Council could make a decision. The Council and Planning Commission agreed.

Council Member Council Member Doilney moved to close the meeting to discuss security at 9:00 p.m. Council Member Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly
Commissioners Hall, Johnson, Kenworthy, Suesser, Phillips, and Van Dine

EXCUSED: Commissioner Thimm

IV. CLOSED SESSION

Council Member Council Member Gerber moved to adjourn from Closed Meeting at 10:22 p.m. Council Member Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly
Commissioners Hall, Johnson, Kenworthy, Suesser, Phillips, and Van Dine

EXCUSED: Commissioner Thimm

V)ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Public comments submitted electronically:

Roberta Pavlov: "My family has had a home in lower Deer Valley for nearly 30 years. Among all of our fantastic amenities, there is only one complaint that prevails, both casually among friends as well as reflected in letters to the Park Record from locals and visitors alike: TRAFFIC! Now it appears, that in a genuine effort to update and enhance Snow Park Resort and the lower Deer Valley area, there has been a potentially catastrophic omission in the design of the overall plan: an updated analysis of data describing requirements for access, safety, and convenience to the facilities. This not only hugely impacts residents, but also employees, skiers, hikers and everyone else traveling by car, bus, bike or on foot. From what I have learned, Deer Valley Corporation planned for and applied to the City for approval of this project in the late '70s. As many years have passed and the ownership of Deer Valley has moved to Alterra Mountain Company, it seems naïve and dangerous to proceed with the proposal with no variances from the original plans being requested. Where is the updated traffic data? Where is the residential input? Looking at the proposed circulation pattern for traffic management, the Alterra plan seems to destroy a bus system that runs very well today and replace it with one that is questionable and does not protect the neighborhoods. As you know, currently buses run both ways picking up and discharging passengers around the circle stopping within 100 feet of the proposed new Carpenter Lift loading station. The Alterra proposal drops them off at the opposite end of the proposed garage facility, forcing them to walk past the new village restaurants and shops. I am not a curmudgeon who blankety resists change. In fact, I think that many of the Alterra ideas are promising for the area, especially for tourism. But most of these related issues that I've heard the City Council profess to support are not achieved by this plan; in fact, I believe it will do the opposite. Yes, we are all about tourism; and new restaurants, shops and the like are wonderful enhancements for the area. But these improvements cannot be at the expense of tax paying residents, nor can they exacerbate the huge problems we already have with our traffic situation. Tourists will not come back if they can't navigate the territory in a reasonable time frame. Please consider acquiring a more up-to-date and accurate analysis of our current traffic flow situation before proceeding any further with the project. Make realistic adjustments. Don't destroy the Deer Valley Loop!"

Chris and Elizabeth Keramati: "We are community members of the Oaks in Solomere and have a home on Oakwood Drive. Please let this letter serve to express our thoughts regarding the Deer Valley Project and be made part of the Public Record. We'd like to first state how thrilled we are to have a neighborhood village of shops, restaurants, and lodging, along with covered mountain parking, all in walking distance from our vacation home. The possibility of a gondola or lift from the area also sounds wonderful. Our concern is regarding traffic. We spend a great deal of time at our Deer Valley home and enjoy all the beauty and accessibility Deer Valley. We frequent the St Regis, Snow Park Lodge at Deer Valley, restaurants and hiking in Upper Deer Valley, Main Street,

1 and the ponds; these would be directly affected by the proposed 1000-2000 more daily
2 cars as well as the alteration of the Deer Valley Loop. As it is, traffic at the start and the
3 end of a ski day is heavy and often times traffic complications occur as a result of
4 accidents or construction. If Deer Valley Drive South is blocked by the development,
5 and the Deer Valley Drive loop is eliminated, traffic congestion will be a huge
6 inconvenience at all times and possibly impossible during heavy inflow or outflow times.
7 With only one way in and one way out, fire and law enforcement would also have limited
8 access. If the Deer Valley Project creates such congestion without a realistic plan for
9 synergistic traffic flow it will be as much of a disaster as the Kimball Junction shopping
10 center. This is below the standard of Deer Valley and must be avoided. Taking away a
11 portion of the Deer Valley Loop is in violation of Municipal Code 15-6-1 as it puts
12 residents at risk for the impacts of non-residential use. Many people, including children
13 and families with strollers, walk, run, and bike, on the sidewalks of the loop. If the bike
14 path or sidewalks are eliminated or converged, a massive safety issue will be born.
15 Furthermore, people will be more inclined to drive and skip alternative transportation or
16 forego the journey all together. If a new bus system is designed, it will need to be an
17 improvement of what is already a functioning system. People use the bus for its
18 convenience and the wonderful slope-adjacent-drop-site at the Carpenter Lift. If the new
19 bus plan drops off skiers at the opposite end of the new village, bus use will go down
20 dramatically, resulting in more cars, and/or lost business. If the bus plan forces users to
21 cross multiple lanes of traffic to use the bus system, this could be another safety
22 violation. And, if cars have to cross the bus lane to access neighborhoods, this is yet
23 another safety violation. Coming from Solomere Drive, turning left into Snow Park
24 Lodge is already a waiting game. With two lanes of traffic and a greatly increased
25 number of cars, this could be impossible. Consider for a moment the need for our Deer
26 Valley Staff lift attendants. They make groups of 2 or 3 or 4 riders for our chairlifts; this
27 may seem like something individuals could do independently, but without the instruction
28 of the attendant, people wait unnecessarily or go out of turn; flow is obstructed and
29 accidents occur. In the same manner, cars cannot just wait to be let in to pass; there
30 needs to be an objective master transportation plan making things run smoothly and
31 efficiently. A traffic light may be an answer, but sometimes lights can slow traffic more.

32
33 Our request to you is that you carefully consider the traffic as it pertains to your design.
34 As we are not expert transportation engineers we cannot give an exact plan for this
35 design but we urge you to consider these crucial points when you make your plan.
36 Perhaps a lift from the neighborhoods could be designed? Perhaps the members of
37 Solomere and the Oaks would consider adding a lift from Rising Star? Perhaps there is
38 a way to save the loop: perhaps a bridge or underground continuation of the Deer
39 Valley Loop could be designed.”

40
41 Susan Bloomfield: “First, I want to thank you for your service to our town. I’m sure the
42 role is not an easy one, but it is a critical one to effectively manage the many issues
43 facing our residents. As a full-time resident who lives in Lower Deer Valley (NOT a

1 “51% full-time” resident, but a real 100% full-time resident), I am extremely concerned
2 about Alterra’s plan to close the loop of Deer Valley Drive and force significantly more
3 traffic onto Deer Valley Drive East. At the recent Alterra Zoom meeting whereby they
4 answered questions from the residents in the area, they admitted that DV East will go
5 from handling very little of the traffic today to 80% of the total traffic to Snow Park
6 Lodge, which by the way, they forecast to increase by 25%. So Alterra’s plan forces
7 over 1,000 cars each morning and evening onto DV East. Needless to say, this
8 presents a traffic nightmare for all of us homeowners who have to get onto DV East
9 from either Solamere or Queen Esther, not just to go skiing, but to go to the grocery
10 store, the doctor, etc. Maddeningly, the Alterra representatives on the Zoom
11 acknowledged it will be harder for us to get out of our neighborhood and said we’d need
12 to rely on the niceties of other drivers, many of whom are tourists and visitors.
13 There are countless safety issues to their plan if allowed to “land grab” the public
14 roadway, remove the loop, create two dead ends in its place (and remove bike paths!)
15 It became clear to me on their Zoom call that the only reason that Alterra wants to take
16 control of and thereby close a portion of Deer Valley Drive is so that they can install a
17 “snow beach.” Having looked through the rest of Alterra’s plans, I have no doubt that
18 they can create a wonderful Snow Park Village experience without the need for a snow
19 beach, which causes an unnecessary and dramatic traffic nightmare for the full time
20 residents, your constituents. It simply isn’t necessary to demolish our loop and force the
21 traffic onto Deer Valley Drive East. Comparing their forecasted models of traffic to my
22 experience living here, I believe they are also significantly understating the actual traffic
23 that we will experience. While the bulk of Alterra’s plan may be good, I beg of you to
24 please reject the part of the proposal that gives away our public roadway to Alterra,
25 thereby creating an untenable traffic situation for residents in the nearby
26 neighborhoods.”

27
28 David and Martha Lieberman: “We object to Alterra’s request to vacate a significant
29 portion of Deer Valley Drive to accomplish the Snow Park Development project. Even
30 without the addition of new shops, restaurants, residences, a hotel, and a convention
31 center, traffic is already congested. To cut the loop and make two dead-end roads
32 while adding 750 or more cars a day of incremental traffic would be in violation of
33 Municipal Code 15-6-1: it would not protect residential uses and residential
34 neighborhoods from negative impact of non-residential uses because it would worsen
35 traffic flow. Additional review and thought must be given to the proposed plan. The use
36 of best practices could be employed, for example, to build pedestrian passage across
37 the road both above and below. Among the issues created by deeding the area below
38 the Carpenter and Silver Lake lifts and the current ticket office to Alterra include: Drop
39 off traffic would be cut in half from six to three lanes, negatively impacting flow; “Drop off
40 then park” traffic flow would made more complex, requiring a turnaround and the
41 crossing of traffic; A traffic light at Deer Valley Drive East and Doe Pass Road to
42 prioritize buses leaving the transit center will slow the traffic trying to get into the parking
43 garages, making it worse than today; The new proposal discourages use of bus

ridership because it would drop passengers off at the opposite end of the proposed garage facility, creating a trek of over a tenth of a mile from the transit center to the base of the lift; The introduction of express busses that do not stop would introduce safety issues to pedestrians crossing three lanes of traffic; The safe and rapid entry and exit of emergency vehicles is not clear; The new plan would combine pedestrian (including strollers) and bike paths into a single, less safe path. The loop is currently a popular bicycle route; Forcing all ski traffic to Deer Valley Drive East from the fork where Deer Valley Drive splits when coming up the hill more than doubles the distance to the drop off destination. This significantly negatively impacts local residential traffic turning to and from Amber Rd., Solamere Dr, Queen Esther Dr. and lodges. This is an issue for both left and right turns (which would cross a bus lane); Marsac is sometimes closed in the winter. Cars will need to be diverted to Royal Street. The cars would no longer be able to turn right and drive around the loop under the Alterra plan, but would end up in the middle of all the buses turning into to transit station on Doe Pass Road; Upper Deer Valley/Royal Street residents will now need to travel approximately 1.6 miles to get to Snow Park Lodge from Deer Valley Drive West. Today that is .2 miles. This will also include a left-hand turn across all the incoming bus traffic. A proposal that was approved in the mid-1970's should not proceed as planned until it undergoes another review process - especially one that may now cede public land to a private organization and significantly alters traffic patterns. The landscape of Deer Valley has changed substantially in the past 45 years. There are many more residents who live full or part-time in the area. One thing that makes Deer Valley a popular destination resort is the convenience to skiers. If this becomes more cumbersome with the new traffic congestion, increased walking required to the ski mountain, everyone needing to haul their gear farther, etc. this will cease to be a top destination. All parties, including Alterra, will lose. A plan generated and approved in the 70's is no longer relevant for a myriad of reasons to today. It must be brought up to date to align with current circumstances."

Arthur Yelsey: "Please reject the Alterra expansion plan as submitted. We request at least two major revisions: 1. Do not cede Deer Valley Drive West to Alterra. We have grandchildren we drive to Snow Park for ski lessons (and will have more for a number of years), as well as other trips to Snow Park. Dead ending Deer Valley Drive will turn a two-minute trip into a nightmare as we will try to get to Snow Park from Royal Street. 2. Do not accept the miniscule new drop off area. The current drop off area is at least three time larger, and even with the large space, is often overcrowded. The proposed drop off area will also be a nightmare. Alterra can be more imaginative and develop the area without making these two major mistakes."

Eric Maier: "I and my wife are residents of Deer Lake Village. It has come to our attention that the proposed development for Lower Deer Valley would remove a significant portion of the Deer Valley Loop and also adversely affect traffic patterns. The development will also add traffic and crowding into a small area driven by a hotel

1 with convention space rather than the more typical condominiums in the area.
2 Numerous neighbors have also voiced their concerns. We strongly believe that we must
3 save the Deer Valley Loop and that no variances to the project (including "owning" the
4 loop property at the base of the resort) should be allowed that will further increase
5 density and traffic to the area. This development if not done correctly will negatively
6 impact the entire lower DV experience for all. I have earlier sent the Planning
7 Commission a mail voicing our concerns. I added the Council members because this
8 development not only impacts the lower DV area but also Park City in general. I have
9 been fortunate to live in Utah since 1965 and have called Park City either my home or
10 an escape to a magnificent area. Due to excessive development that we all feel; streets
11 are packed and people are increasingly stressed out due to just too many trying to enjoy
12 the unique place we call Park City."

13
14 Sally Robertson: "We live in lower Deer Valley in the Pinnacle Development. Our
15 townhome is magnificent and has unbelievable views of Deer Valley and the mountains.
16 It is so peaceful and quiet, hence the reason we bought in this location. We absolutely
17 love living in Deer Valley. We support the Snow Park expansion/renovation project but
18 we have serious concerns about some of the proposed changes in the traffic patterns
19 on Deer Valley Drive. We are skiers, cyclists and walkers/hikers. We love our evening
20 walks around the Deer Valley Drive, and very often we cycle around and by Snow Park.
21 The dead ends proposed are completely unnecessary and will definitely change the
22 traffic pattern and unique features of Deer Valley ski resort. One of the selling points of
23 Deer Valley is the convenience of dropping guests off right in front of the resort. I'm
24 highly opposed to most of the traffic being diverted to the Deer Valley East Drive! There
25 are far more homes in this area that would be impacted than having the traffic flow on
26 Deer Valley West. It will create traffic and noise constantly for us living in Pinnacle and
27 for all the residents of Deer Crest, Solamere, etc. Regarding time of Construction: As I
28 look at the valley and the area of construction, it makes complete sense to have all
29 construction traffic flow up Deer Valley West and then directly into the parking lots
30 where the construction will take place vs diverting around to Deer Valley East. Again, far
31 more residents will be impacted going on DV East Drive. I truly hope as you meet March
32 15th the City Planning Commission and the Park City Council will carefully consider the
33 long term consequences of your decisions and recommendations. I have great
34 admiration for the passion of the citizens in Deer Valley and Park City as a whole. We,
35 the residents, are what makes this area so special and we are fighting to keep it unique,
36 yet allowing for Snow Park to expand in a careful and respectful way."

37
38 Tom Miller: "Thank you for hosting the Feb 9 meeting discussing the future of Snow
39 Park Village. I am the HOA President at Fawngrove (on Deer Valley Dr North) and have
40 collected the following questions and concerns from some of our community members.
41 In general, most owners are in favor of the proposed Snow Park Village development;
42 they are just not in favor of some of the side effects, such as increased traffic. Some of
43 the points below concern traffic flow patterns as discussed by several others during the

subject meeting, in the public input, and the WCG report, but also include new items not covered. The points are addressed numerically with questions and concerns shown as indented alpha characters. Any references to documents are from the Feb 9, 2022 Agenda packet (link below) unless otherwise noted.

https://granicus_production_attachments.s3.amazonaws.com/parkcity/d669f08be13d9392e33d99745fe592460.pdf Please Note: Some maps in the presentation (specifically

Exhibit E) have labeled Deer Valley Dr North as Deer Valley Dr East. The section between the Deer Valley Dr West and North "Y" intersection and Queen Esther Dr is considered North. All of our addresses are labeled as North, including Chaparral units which are located at the bend in the road where North changes to East. The maps should be revised in order to track with any written discussions to avoid confusion.

1. Deer Valley Resorts have expressed in their past presentations that they are routing inbound traffic along Deer Valley Dr N to enhance the Deer Valley experience with larger views of the mountain when approaching compared to arriving from Deer Valley Dr West. We do not feel this is adequate rationale for redirecting all car traffic and increasing traffic congestion for the residents along Deer Valley Dr N (Solamere, Bristlecone, the Pinnacles, Fawngrove, etc.). Perhaps, to break up some of the car traffic, signage at the "Y" could direct cars to Snow Park Village hotels along Deer Valley Dr N and day skiers can continue using the Deer Valley Dr W road. That way, those staying in hotels, who are more likely to be new visitors, can enjoy the Deer Valley visual experience Deer Valley Resorts desires.

a. When this project started, were any studies done to allow car traffic to continue in both directions as it is today by allowing cars to drive on both Deer Valley Dr North and West from the "Y"? Currently, drivers who want to drop off skiers continue on the West and drivers who know they want to go straight to the parking lots take the North/East road. If so, what were the findings and why was this not pursued further?

b. It appears from the Feb 9 presentation slide showing the reimagined traffic pattern that there will continue to be a roadway south of Snow Park Village for emergency vehicle access. Will this be in the same location as the current road passing Snow Park or will it be a new road under the village to allow skiers to ski to the new lift/Gondola and the ski beach?

c. Could this be an alternative entrance for cars approaching from Deer Valley Dr West?

2. The Fehr & Peers report used anonymized mobile phone data to estimate the traffic flow patterns. This showed a high percentage of skiers coming from the Wasatch Front (42%), Kimball/Jeremy Ranch (34%), and North Summit/Heber/Kamas areas (23%).

These three locations add up to 99% (the final 1% from Park City). This study does not give any indication of whether this traffic is from locals or tourists but it does seem to indicate that a large proportion of those driving to Deer Valley are Salt Lake City/Outside Park City locals. If this is true, they have seen Deer Valley before and their main objective is getting to the mountain; they do not need to see the mountain for that final half a mile stretch to enjoy the Deer Valley experience.

- 1 a. Do any of the studies reflect the numbers of tourists versus local Utahns visiting Deer
- 2 Valley Resort on a daily basis? (Perhaps, the number of Deer Valley season pass
- 3 holders (not IKON) each day may provide an indication.)
- 4 b. If not, can this data be obtained? This data may provide some indication of how
- 5 important the visual effect is for most skiers arriving at the mountain.
- 6 3. In the afternoon, the section of road from the "Y" to the roundabout (westbound) will
- 7 be a bottleneck since two lanes (bus and vehicles) will merge to one. As the study
- 8 pointed out, there will be further bottlenecks at Bonanza then on to Kearns, as well as
- 9 the Park Ave intersection. This, in turn, will only compound the congestion along Deer
- 10 Valley Dr North/East.
- 11 a. Are there any plans to alleviate congestion at these intersections?
- 12 4. The Deer Valley presentation states that the road and path total width will not need to
- 13 be widened. Fawngrove is concerned that the road will need to be expanded if Exhibit
- 14 E, sheet C6 is followed per drawing, which will impinge on Fawngrove property. The
- 15 current road width of the asphalt (road lanes and shoulder) is 31' as correctly noted in
- 16 Exhibit E, sheet C6. The sidewalk along Fawngrove is 8'. There is a 30" roll gutter
- 17 between the sidewalk and asphalt on the south part of the road and another 30" gutter
- 18 on the north side between the shoulder and dirt hillside leading up to the Pinnacles. This
- 19 is 44' total width from the south edge of the sidewalk to the north edge of the north roll
- 20 gutter. South of the sidewalk is Fawngrove lawn, mature trees, utility boxes, etc. The
- 21 new proposal has three vehicle lanes (11', 10', 10') plus the two 30" roll gutters and a
- 22 12' asphalt path which totals 48'. The drawing states to "Expand sidewalk to 12' wide or
- 23 to right-of-way line (11' wide min)". This additional expansion will need to move north
- 24 towards the Pinnacles hillside or south into Fawngrove to gain the additional four feet
- 25 needed for the sidewalk.
- 26 a. What are the plans to expand this roadway to meet the 12' sidewalk objective? Will it
- 27 be expanded into existing Fawngrove, Bristlecone, Fire Department, and/or the
- 28 Pinnacles property?
- 29 b. How will the existing sidewalks around Deer Valley Dr be rebuilt to make a 12'
- 30 pedestrian/bicycle path? Will four extra feet of asphalt be added or will the existing
- 31 sidewalk be removed and replaced with an entirely new one?
- 32 5. The bridge along Deer Valley Dr W is not planned to be expanded. According to
- 33 Exhibit E, sheet C2, it currently has an 8' sidewalk, a 30" gutter, 27' asphalt, another 30"
- 34 gutter, and a 4' sidewalk. The 4' sidewalk (north side) will be removed to allow for the
- 35 three vehicle lane expansion (11', 10', 10'). The 8' sidewalk and two 30" gutters will
- 36 remain. This totals 44'. Snow that is plowed will cause a problem as it accumulates
- 37 along the bridge walls. It has been six weeks since we had any significant snowfall and
- 38 the 4' sidewalk is covered with snow up to the top of the wall and the side of the path
- 39 was partially blocked with snow up to the other bridge wall. With the proposed three-
- 40 lane plan, there will only be the gutter between the north side of the road and the bridge
- 41 wall. The snow will need to be carefully and completely removed each time it snows,
- 42 ensuring that the stone wall is not damaged.

1 a. Has the additional maintenance required to keep the snow off the bridge been
2 accounted for?

3 6. Deer Valley Dr North needs proper bus stops and sidewalks for the westbound stops.
4 The north side of the road has a hillside leading up to the Pinnacles/Amber
5 Daystar/Chapparral. Buses heading west on Deer Valley Dr N have stops at Solamere
6 Dr, in front of Bristlecone, Fawngrove East, Fawngrove West, and the Pinnacles. There
7 are no sidewalks or pull-outs on the north side of Deer Valley Dr N, likely due to the
8 hillside. Furthermore, due to the hillside, snowplows leave the snow along the white
9 stripe of the road and slightly up the hill. This covers the 30" roll gutter and 50" of
10 asphalt from the white stripe. This is extremely dangerous for people waiting for the bus
11 or getting off the bus as they have to stand between a knee-high snowbank and the side
12 of the bus as it arrives and departs, sometimes less than a foot away. The snow bank
13 reduces the current shoulder width from over six feet to only a few inches. Families
14 have to manage children and wrestle with sets of skis and poles while waiting for or
15 exiting the bus. There is not a zone where passengers can step away from the bus to
16 stand in a safe area while it pulls away or while waiting for the bus. They stand inches
17 away from a moving bus and then have to cross the street, standing on the white stripe
18 waiting for a break in traffic while vehicles pass by. In the late winter afternoons, the sun
19 shines directly into the eyes of the westbound traffic which makes it difficult to see
20 people on the side of the road. We have had bus drivers advise us to be very careful as
21 they understand just how dangerous it is to be standing so close to the bus as it is
22 moving. One of our owners reported seeing a woman skier getting off the bus and
23 slipping in the snowy gutter and falling with her legs under the bus. Fortunately, the bus
24 had not yet pulled away. Residents of Bristlecone and Fawngrove East and West must
25 cross the road when coming home from the ski resort. With the new proposed traffic
26 revision, this will only get worse as there will be increased traffic in both directions, one
27 additional lane to cross, and there will no longer be a shoulder, only a gutter.

28 a. These hazardous bus stops must be remedied before the new development gets
29 underway (without removing the bus stops). I contacted the Park City Streets
30 Department in January to report this and to request that they add some type of proper
31 bus stop as it is a dangerous situation today. (I spoke with Melissa who was going to
32 discuss it with her supervisor Casey Coleman.)

33 b. In reality, this danger also exists for the westbound bus stops at Courchevel and
34 Queen Esther Dr. The snow banks pile up at the east curb which does not allow patrons
35 to stand/ step away from the bus safely.

36 7. Regarding total numbers of parking spaces, Exhibit B shows a total of 1810 spaces
37 with 1200 dedicated for Deer Valley Resort day skiers. The presentations have noted
38 that tourists staying at the new development may not all have cars. At Stein's, only 10%
39 of residents bring a car and at the Montage (and St. Regis reported in another
40 presentation), it is closer to 30%. Exhibit A noted the need for 2262 parking spots and
41 Deer Valley is seeking a reduction to 1800 spaces, about a 20% reduction.

42 a. What is the estimated number of tourists versus locals parking at the new
43 development?

1 b. What are the total number of parking places currently in the lots and what additional
2 number of cars are there on weekends that overflow onto Deer Valley Dr?

3 c. What is the total number of skiers permitted to ski each day (including day and
4 season pass holders as well as IKON pass holders)?

5 8. Deer Valley Resort has stated that traffic flow will be staggered in the afternoons
6 because more skiers will opt to visit the stores and après ski facilities. It is possible that
7 a large percentage of the Park City and distant locals (outside Park City) may not
8 partake, especially those with families who want to get on the road for their drive home
9 to Salt Lake valley, Jeremy Ranch, Heber, etc.

10 a. Has this been accounted for in the Fehr & Peers study?

11 b. The reason why Vail (CO) resort is so successful for après ski and shopping is that a
12 majority of skiers are captive audiences. Most are not rushing to the freeway for the
13 three-hour drive to their home in Denver.

14 9. There will be people who live in Park City who have children who drive and ski
15 regularly. They do not live near the bus line and will not want to pay to park. The
16 parents will prefer to drive them to Snow Park (rather than the nearest bus stop) and
17 pick them up again which will only add to the traffic congestion.

18 a. Has this scenario been discussed as to how to alleviate such additional traffic?

19 10. Locals and tourists who do not want to pay for parking and will no longer be able to
20 park on Deer Valley Dr, will be looking for opportune areas to park for free. Fawngrove
21 and other neighboring communities with open parking areas will have additional
22 expenses to prevent and monitor non-residents from parking in their lots. We have
23 started discussions on how we will manage this but have not yet formed any specific
24 plans. This is not something we do, or have a problem with, today.

25 a. What additional policing will be done to ensure no one will park on side streets and
26 private residence parking lots? The Fehr & Peers Parking Plan stated that "Parking
27 concerns in the surrounding neighborhood would be enforced by Park City Municipal
28 parking enforcement." Our local police force is limited and Park City already has
29 additional police support from outside the city to sit at the main intersections during
30 peak times (e.g. from West Jordan, Salt Lake, Provo, etc.). How will they be able to
31 enforce neighborhood parking areas?

32 b. How will local residences be compensated (monetarily or otherwise) for this
33 additional inconvenience and expense?

34 11. The Exhibit B, Fehr & Peers Parking Analysis, page 2, paragraph 2 states that they
35 "anticipate ski visitors to park for their ski day and patronize the commercial uses within
36 Snow Park throughout their ski day." Further, "It is highly unlikely during the ski season
37 that a visitor will arrive at the Snow Park development solely to patronize one of the
38 commercial uses." My wife and I are permanent residents and have on a number of
39 occasions patronized the shops and restaurants at Snow Park and Upper Deer Valley
40 during the ski season. I would expect if the development were as nice as proposed,
41 visitors would come to shop and eat during the ski day even if not skiing. This will, of
42 course, depend on the rate charged for parking and if there will be reduced rates for
43 short stays such as one or two hours which is done at Upper Deer Valley.

1 a. What additional parking is required for visitors who are not skiing? The study did not
2 find this to be an issue and is not accounted for in the total number of parking spaces
3 required.

4 b. Are there plans for graduated parking fees (e.g. first two hours free or reduced rates
5 increasing to full day fees)?

6 12. With the proposed plan to have most of the bus traffic approaching from Doe Road
7 and continuing in a counter clockwise direction towards Main Street, there has been
8 very little discussion about how residents along Deer Valley Dr N will be able to get to
9 Snow Park. Adding a second lane at the mobility hub has been discussed to allow for
10 buses to travel in both directions. Maintaining the existing bus schedule clockwise along
11 Deer Valley Dr will reduce traffic from local residents and potentially free up parking
12 spaces for those arriving from further away.

13 a. Are there plans for bus service to continue on regular frequency eastbound along
14 Deer Valley Dr N to pick up residents who currently enjoy a very short commute to
15 Snow Park. This question has been asked a number of times without any serious
16 commitment provided.

17 b. Perhaps, a separate bus is needed to drive the Deer Valley Dr loop, only, during peak
18 times.

19 13. Local residents who are season pass holders and ski frequently may prefer to drive
20 based on their individual locations or preferences.

21 a. Will there be discounted parking fees or season parking rates for season pass
22 holders?

23 14. There was a comment in the meeting about school buses and delays that will occur
24 with the new traffic. We see the school bus currently using Doe Pass Road. They will
25 need to find a new method of navigating Lower Deer Valley with the new changes.

26 15. We currently enjoy mostly peaceful nights. With the new development, there will be
27 more people, noise, traffic, and light.

28 a. What will be done to minimize these effects on existing residents in Lower Deer
29 Valley?

30 16. One method Deer Valley can improve the ski-in, ski-out experience of local residents
31 is to create a track from the existing Snow Park lodge to the ponds that skiers can use
32 to ski to the edges of the ponds and possibly walk to their residences from there, or to
33 their cars, if applicable. This could be combined with a further track around the ponds
34 for cross country skiing.

35 a. This suggestion may not involve the Park City Planning Commission but is presented
36 for future ideas for improving the Lower Deer Valley experience.

37 In conclusion, we believe residents living along Deer Valley Dr N and its branch streets
38 will suffer from the rerouting of traffic which will add congestion and further problems to
39 the neighborhoods as noted above. We do not believe enough study has been done on
40 alternative arrangements."

41
42 Chris Lockwood: "My wife and I have owned a home on Centennial Circle in the
43 American Flag Sub-Division since 1997, and prior to that owned condos in Park City

going back to 1990. Having read several descriptions of the Alterra Mountain Company proposal for re-development of the Snow Park base area and parking lots, I encourage you to reject the project as proposed for the following reasons: automobile access to the base skier drop-off area, currently easy and efficiently done, will be radically changed and a longer process; eliminating the open flow loop nature of Deer Valley Drive will create significantly altered traffic flows, not just on Deer Valley Drive but up and down Royal Street as well. It is hard to see any of these changes as an improvement for current residents using these streets; the proposal includes plans for a hotel, convention center, restaurants and, presumably, related commercial establishments. Current traffic between Snow Park and Bonanza and beyond are, for 2+ hours daily as skier traffic exits, awful, and it is hard to see how adding volume from a project of this magnitude will do anything but make it worse; The proposed transfer of certain property involved in the project from PCMC to Alterra is problematic. How much is it worth to sacrifice more quality of life for impacted residents? Overall, Park City in general and Deer Valley Drive in particular have a traffic problem-it won't be solved by adding more traffic. I can appreciate that development rights contained in the Deer Valley Master Plan exist and cannot be ignored or capriciously rejected; and, the inconvenience of living with a multi-year construction project of some scope may be unavoidable. In trying to equitably address these issues you will have to deal with trade-offs, and I urge you to prioritize the day-to-day interests of residents in doing so. Alterra is certainly entitled to run their business as they see fit, consistent with local ordinance and regulation. The city has no obligation to accommodate changes they may request at the expense and inconvenience of residents. Viewed from 30,000' one can frame the debate a little differently. Park City remains a great place to live, even after a multi-year tsunami of growth and change, but there is no guarantee that continued growth, no matter how rigorously each project is analyzed, will be manageable. The existing infrastructure, particularly as it relates to transportation, is stressed. If one continually packs 10lbs. of foreign matter into a 5 lb. bag, one eventually has a mess. We have a traffic and parking mess and I fail to see the case for making it worse by approving this proposal."

Philip and Colleen Hempleman: "We opposed the current plan for the construction of a large parking garage and major changes to the traffic flow in and out of Deer Valley Drive West. We are alarmed that the proposed plan will significantly increase the existing traffic issues along Royal St., including the American Flag area where we live. It seems that the current plan does not take the residents into consideration, creates more problems, and materially takes away from the reasons many of us purchased our homes here. Please see below for specific issues with the current plan: The proposed inhibits the easy access and steady flow of traffic for the homeowners in the American Flag neighborhood. Non-residents will undoubtedly park illegally in our neighborhood in lieu of waiting in traffic. Unless Alterra plans to hire a full time parking guard for the whole neighborhood, this situation will become untenable. Residents will be boxed in, hampering them from commuting or running daily errands, especially around the opening and closing times of the lifts. The current plan doesn't seem to use

1 roundabouts, nor additional traffic control, which will result in significantly worse traffic.
2 The option of a new, separate road off of Royal St. to allow residents to maintain their
3 current access to the Snow Park area, seems sensible. This will relieve traffic flow for
4 the rest of the system. Also, a roundabout at the end of Royal Street, where it intersects
5 with Deer Valley Drive, might be a solution so that traffic would not have to go back
6 down to Snow Park in order to get to Park City. Please accept this letter as public
7 record, and as a vote of "No" to this current proposal. We look forward to reviewing
8 future plans that properly take both residents, and visitors into consideration."
9

10 Bill Watson: "As a resident of Solamere I have been following this project for over a
11 year. I have major problems with all the proposed traffic flows that have been presented
12 over the past year. Some of them are as follows: The traffic study was done by Fehr
13 Peers for Alterra and paid for by Alterra. It was determined that the split from Deer
14 Valley Drive into Deer Valley Drive North and South is failing. The data for this was
15 taken on February 15, 2020 which was Saturday of Presidents Day weekend prior to
16 realizing Covid 19 was a major problem. From the data it is obvious that Deer Valley
17 Drive was at a standstill. The problem with the intersection that day was traffic backing
18 up from Bonanza and Park Avenue bringing traffic at the intersection to a standstill.
19 Deer Valley Drive, Marsac Avenue and Transit Center data was taken on December 19,
20 2020. Not only is this prior to most of the tourists arriving, we were in the middle of
21 Covid 19 and a very, very slow period. All the proposed traffic patterns are based off
22 this very flawed study. An independent study needs to be done by Park City Municipal.
23 The current traffic pattern works! It should only be changed if a better pattern is
24 available. We should be starting with the current traffic pattern and asking how we can
25 improve on it. Most bus, van and car traffic should go directly to Deer Valley rather than
26 around Deer Valley Drive North/East. This is more than twice the distance as well as
27 twice the curb cuts. This decision was based on an invalid traffic study. The original
28 proposal by Alterra has some van and car traffic going directly to Deer Valley along with
29 the buses. It also contained three entrances/exits to the garage. This would ease the
30 traffic coming down Royal Street not joining the rest of the traffic driving around the
31 loop. Although it was an unacceptable flow, it was better than the current proposal,
32 made by Park City Municipal. The current proposal has all the traffic except express
33 buses going to Deer Valley using Deer Valley Drive North/East and all buses exiting
34 Deer Valley using the same road with a dedicated bus lane. Traffic will be backed up
35 when a bus stops to pick up those living on the loop and those living North of the loop
36 will need to make a left hand turn across two lanes into over an additional 1,000 vehicle
37 each morning. We need to get the bus system working better but we also need to
38 balance it with most of the residents of Park City who do not live on a bus route. These
39 residents must drive to Deer Valley, town and elsewhere and the current proposals do
40 not take this into account. Before we move forward we need a traffic pattern that works."
41

42 Dale Wynn: "No one can deny that progress is one of the most important factors for
43 growth and survival of a city or state. The plan proposed by Alterra is not only beautiful,

1 but also important for the continued growth of our city. However, one of the leading
2 components of successful growth is proper planning. Within the proposed development
3 plan, there are a few issues that arise that are not being properly addressed which will
4 significantly affect our very small area of street passage known as the Deer Valley
5 Loop. I have lived part time in Park City since before Deer Valley existed, back when
6 the July 4th parade was truly a small neighborhood parade. I have seen wonderful
7 growth and development in this city that is near and dear to my heart. I am in favor of
8 continuing to build and develop our wonderful little city, but it must be done with
9 patience and forethought. What is being proposed for the Deer Valley Loop is nothing
10 short of negligent and disastrous in terms of traffic and safety for neighbors and visitors
11 alike. You cannot successfully plan for an additional 1000 cars, or more as I believe the
12 real case will be, to travel the Deer Valley Loop when the current traffic is not properly
13 controlled. For example, what once took 5 minutes to drive from Solamere to Bonanza,
14 can now take up to one hour if you unfortunately must drive when ski traffic is leaving
15 the slopes. In addition to this traffic mess, I understand that Deer Valley South will no
16 longer be an open connecting road. So, Alterra is proposing that we increase the
17 number of cars yet cutting the number of routes available. I am confident that this is not
18 the best plan possible to handle residents and visitors. We have waited this long for
19 further development; I believe we need to wait longer as plans are redrawn that address
20 the disastrous situation being proposed. I also heard in our meeting with Alterra that the
21 only portion of traffic flow being addressed is from the "Y" in the road by the market to
22 Snow Park Lodge, or rather to what will be the newly developed drop off or parking
23 area. Traffic is already backed up significantly past this point. It would be negligent to
24 look at one area without addressing the others. These roads are all connected, and all
25 create dangerous traffic issues. It is imperative that the committee look at and address
26 all other points that create one large elaborate gridlock: They include: Deer Valley Drive
27 leading to and from Bonanza, Kearns to and from the 40 and the 224 cannot handle the
28 current capacity. How can the city consider allowing a new construction project that will
29 significantly affect what is already quite a tremendous disaster and embarrassment?
30 We must address these issues before creating larger issues. If there was an emergency
31 evacuation required or some other event requiring emergency crews, there would be a
32 significant delay in response time, if not impossible for emergency crew to navigate
33 through traffic to get to homes or to the public areas, or for residents to safely evacuate
34 their homes if ever they were called upon to leave safely. Is the Planning Commission
35 comfortable with these scenarios for the sake of development? In addition to safety,
36 Alterra is basically asking the local community to just deal with the increased issues we
37 will be facing with 1000 more vehicles on the road. Their solution to making a left turn
38 onto Deer Valley Drive is to be patient and wait for a break in traffic or to hope for a nice
39 person to let them in. Is there anyone at Alterra or in the Planning Commission that
40 actually thinks this is a viable solution? As a resident of Park City, I have a right to
41 peaceful enjoyment of my home. There is no peaceful enjoyment if I have to always try
42 to time when I can leave my home to go anywhere, even the grocery store, or to hope a
43 nice person will let me in if I choose to go skiing. There is no peaceful enjoyment if I

1 know if there were ever a mandatory evacuation, it will be a greater task to fight traffic to
2 evacuate. I also have not heard anyone address the issue that the traffic was measured
3 during Covid and then extrapolated for purposes of their increased traffic estimate.
4 Everyone knows traffic was significantly decreased in 2020 so how can these numbers
5 be used and accepted? When we discuss 1000 additional cars from baseline, baseline
6 is probably much higher than stated. As a longtime resident of Deer Valley, I can see
7 that this development provides a continued promising future for our City and
8 Community, however, the residents' enjoyment and safety need to be first and foremost
9 as well as addressing the impossible traffic issues in order to move forward with proper
10 planning. There is much to consider before moving forward."

11
12 Rob and Melanie Funsten: "We own a home located at 1104 Stonebridge Circle, Park
13 City, facing Deer Valley Drive in lower Deer Valley. We are Park City taxpayers. We
14 oppose Alterra's plan for development of the Snow Park parking lots, specifically
15 Alterra's request to vacate significant portions of Deer Valley Drive. Alterra's plan would
16 eliminate the existing Deer Valley Traffic Loop. Alterra's plan would reduce emergency
17 access threatening public safety, decrease recreational access by residents and
18 visitors, and increase traffic to an already congested Deer Valley Drive North/East.
19 Alterra's plan to receive this valuable property is not fair to the City and its taxpayers.
20 The potential roadway vacation has never been part of any of Alterra's approved plans.
21 Alterra can easily build their base village without it. The property should not be vacated
22 and should be retained and maintained as City property for the benefit of its residents
23 and taxpayers. As a Park City/lower Deer Valley homeowner and taxpayer, our hope
24 and strong wish are that the existing Deer Valley Traffic Loop be saved and that you will
25 oppose Alterra's plan for development of the Snow Park parking lots, specifically
26 Alterra's request to vacate significant portions of Deer Valley Drive."

27
28 Bill Kulczycki, President, Margaret Herrmann, Vice President, Carina Bachman,
29 Secretary/Treasurer, Jean Crittenden, Board Member, Dominic DiSalvo, Board
30 Member, Sam Brothwell, Board Member, Brian Horner, Board Member, Jodi Van
31 Dresser, Board Member: "The Nordic Village Homeowners Association (NVHOA)
32 represent 28 single family residential properties located on Amundsen Court, Nansen
33 Court, and a portion of Queen Esther Drive in the Lower Deer Valley section of Park
34 City. We are writing to express our considerable concern that Alterra Corporation's
35 proposed redevelopment of the existing Deer Valley resort parking lots will negatively
36 impact our neighborhood, quality of life, and property values by exacerbating the
37 already untenable traffic situation that occurs multiple times daily as guests drive to and
38 from the resort. It is our understanding that Park City Municipal Code Section 15-6-1, as
39 amended in October 2020, requires the protection of "residential uses and residential
40 neighborhoods from impacts of non-residential uses." While Alterra's development
41 includes residential uses, it is expected to also incorporate numerous non-residential
42 applications, including dining, retail, and recreational activities, all of which will directly
43 impact residents of the adjoining neighborhoods through increased traffic, air, and noise

1 pollution. Health and safety of pedestrians, cyclists, pets, and wildlife would also suffer
2 greater risk. We further understand that the development plans contemplate eliminating
3 the Deer Valley “Loop” by closing and/or removing a portion of Deer Valley Drive West.
4 If that is the plan, it would unacceptably force not only current but also increased resort
5 traffic through our neighborhood. Such a proposal also begs the significant question of
6 converting a public easement for private use. As taxpaying residents, we have a long-
7 standing vested economic interest in that right-of-way and question the legality of such
8 an uncompensated conversion. It is already very challenging for our residents as well as
9 the many other affected residential communities along and beyond Queen Esther and
10 Solamere Drives to get to and from our homes during resort morning and afternoon
11 “rush” hours. Traffic also impedes the ability of fire, police, and medical personnel to
12 respond to emergencies. Adding a multi-level parking structure, shops and dining, and
13 an event venue would undoubtedly exacerbate this situation. The contemplated taking
14 of an existing right-of-way that serves the Alterra Deer Valley resort directly—thereby
15 forcing all traffic onto our streets—would unconscionably compound it. We respectfully
16 ask the Council to consider the significant harm the proposed development would inflict
17 on our neighborhoods, and to withhold any and all approvals until a mitigation plan
18 acceptably addressing all neighborhood concerns is put forth.”

19
20 Philip Purcell: “We are writing to you to express our strong opposition to the traffic
21 proposal by Alterra for the new development at Snow Park. We have owned and lived in
22 American Flag since the mid 90’s. Edgar and Polly Stern’s vision for Deer Valley was
23 the best ski resort in the United States and a deep concern that the real estate they
24 developed around it would be a true community. They achieved these goals for about
25 25 years. With the sale to Alterra it is clear these are no longer the goals. We have no
26 objection to fulfilling Edgar’s plan of developing Snow Park in the way he envisioned.
27 We object to the proposed traffic plan. The plan is to substantially increase traffic to
28 Snow Park and cut road access by 50%. This makes no sense. Traffic today is
29 impossible on busy seasons and weekends. The plan should be to widen Deer Valley
30 Road to four lanes and keep both east and west access to Snow Park. There is no need
31 to move the lifts for the convenience of Alterra. The increased revenue and profit to
32 Alterra from the major development should enable them to pay for all the expansion
33 needed on Deer Valley Drive. Soon the City will have to expand Bonanza and the road
34 to Heber to handle morning and afternoon traffic from Skiers and workers. Perhaps
35 increased taxes from the development could offset these costs. Another concern is
36 worker parking. The resort has had staffing problems this year with excellent parking for
37 employees. Imagine the staffing problems if employees have to come earlier, leave later
38 and be bussed to a distant parking location. This won’t work so the response will be to
39 gradually let more and more employees park in the garage. First supervisors, then
40 those with needs, then those in critical jobs, then everybody. This is a proposal that
41 cannot work. This should be addressed now. Perhaps by having much deeper
42 subterranean parking. Thanks for considering the community and forcing a sensible
43 traffic and parking plan.”

1 Jeffrey Datwyler: "My family owns a residential property at 361 Centennial Circle in the
2 American Flag subdivision. We have owned this property for over 30 years and have
3 enjoyed it year-round with the many events and activities that Deer Valley and Park City
4 have to offer, including the 2 weeks of the 2002 Winter Olympics. Alterra Mountain
5 Company has applied to Park City for a major expansion of Snow Park at Deer Valley.
6 The application includes shutting down part of Deer Valley Dr. and rerouting traffic. The
7 plan will increase the vehicle count by about 1000 vehicles in the morning and evening.
8 It will include a convention center that should substantially expand the traffic increase
9 along with a hotel, 3 restaurants, and stores. It will cause the loss of the bike lanes on
10 the eastern end of Deer Valley Dr. It will create a multi-modal pathway for bikes,
11 pedestrians, walkers and baby carriages. The plan will dead-end the roadway shortly
12 past the point where Royal Street joins Deer Valley Drive at Trails End. The loss of
13 separate biking lanes will create a liability filled fiasco. Furthermore, it will cause traffic
14 trying to escape the parking fee, to drive up Royal Street and park on Centennial Circle,
15 where there is a private American Flag ski easement onto the Success ski run in Deer
16 Valley Mountain. Most likely there will be significant trespassing on the ski easement,
17 which is directly across from our property. That will violate Municipal Code 15-6-1,
18 which protects residential uses from impacts of non-residential uses. Royal Street is a
19 major biking road and also a major big truck route. Alterra, represented that only
20 administrative employees could park in the to be built garage. All the others must park
21 elsewhere. I can't imagine all the Deer Valley workers finding a place to park in Park
22 City. The car and bus traffic in the morning and afternoon will keep vehicles from
23 existing Solamere, The Oaks and Queen Esther as they will not be able to cross in front
24 of oncoming traffic. Traffic entering from Royal Street will become snarled. Large
25 production use of the convention center would produce a huge amount of traffic. I
26 cannot imagine how this proposal will not significantly exacerbate traffic and parking at
27 the Snow Park Lodge and surrounding streets especially during events, concerts, and if
28 the Winter Olympic bid is awarded to Salt Lake City again, which I have heard is
29 currently being considered. Abandoning this ROW make no sense at all. Please do not
30 approve this land grab by Alterra."

31
32 Darwin, Eleanor, David and Jennifer Datwyler: "I am writing on behalf of myself and my
33 family to express our opposition to the proposed road realignment of Deer Valley Drive
34 as it relates to the new Alterra project at Snow Park Lodge. We feel very strongly that
35 closing off the Deer Valley Drive loop as it exists today will create traffic issues of almost
36 unimaginable scale. We live on Centennial Circle in the American Flag Subdivision and
37 have been residents there since 1992. The great appeal to Deer Valley as a resort is
38 the ease and comfort of drive up access at Snow Park Lodge be it in the winter for
39 skiing or in summer for concerts, mountain biking or hiking. We are not opposed to the
40 new lodge building itself, but to the closing of the Deer Valley Drive loop. Please do not
41 allow this to happen. Do not "give" them this city owned real estate. Let them design a
42 project that keeps the circular road system as it is. Let's keep some of the charm of
43 Snow Park Lodge as it has been for all these years. This proposed plan is very short

sighted. It not only destroys the convenience we all know and love in getting to the base of the resort, but it will have an unbelievable and incalculable ripple effect creating congestion and gridlock on all the other side streets that feed onto Deer Valley Drive East and North. We all know how difficult it is already to get to Park City from the Deer Valley area. We know growth and change is inevitable, but let's please plan more responsibly than this. Let's do what's right for the residents of Deer Valley. Let's do what's fair for the residents and taxpayers by not giving away city property. Let's plan in a manner to keep the charm and appeal of the Deer Valley Resort that we all know and love."

Only Grace Frank: "As if the development all over Park City in general weren't heinous enough, here comes another bulldozer development company helping themselves to even more of what has made Deer Valley beautiful and unique and understated to benefit themselves (Alterra) and their shareholders. While I remain opposed to the development of the DV parking lots in general, I understand the rights dating back to inception. This is just another greedy land grab. Many of us who have skied Deer Valley since the 80's and have been fortunate enough in life to have been able to purchase a home perhaps decades later have now fallen prey to yet another monster corporation with 0 regard for history, skiers, homeowners or anyone other than their own deep pockets. I, like many other residents of the area, implore City Hall to nip this entitled and site-altering project before it's too late."

Bristlecone Community HOA (Lower Deer Valley): "I'm writing this letter on behalf of the HOA representing the Bristlecone Community in Lower Deer Valley (Deer Valley Drive North). We remain very interested in the Snow Park Village Project at the Deer Valley resort. We have provided a list of key items of concern that we would ask the Park City Council to continue to consider and include in the public record. 1. Traffic flow and additional vehicle impact remain a major concern. As we have all experienced during the winter ski season and summer activity season, the traffic has increased around the Lower Deer Valley area. We have experienced some of the largest crowds in history at the resort and we have seen illegal overflow parking on the streets and inside of our communities. We have seen traffic backed-up from 4:15pm - 5:45pm on the loop that has created travel times of over 30 minutes from Snow Park to the light at Bonanza and Deer Valley Dr. We are very concerned about the current proposed traffic patterns for the proposed Snow Park project. The proposed redirection of all non-commercial traffic onto Deer Valley Dr North will not only cause immense traffic issues in the mornings and evenings, but it will create a safety issue for the families that wait for buses on the road, families that walk the sidewalks and for children and cyclist that use these sidewalks and bike lanes and sidewalks for safe ways to walk and cycle. The additional traffic will cause autos to reroute through parking lots of community complexes in the lower Deer Valley area to move forward in the traffic or to turn around out of frustration (this is a common site today and this will make it worse). The current proposed plan will require additional police for monitoring safety and it will create an unsafe environment

1 for our families and guests in Lower Deer Valley. Furthermore, a very important fire
2 station is located on this route and an abundance of traffic will cause response delays
3 from our community first responders. We would further propose that traffic to the
4 proposed Snow Park Village should maintain with the natural flow up the hill on Deer
5 Valley Dr S and utilize Deer Valley Dr North/East loop around the ponds for local traffic,
6 bus routes and emergency vehicles. This will allow for traffic to flow effectively and keep
7 the safety of the Lower Deer Valley area. In addition, the current proposal would create
8 two "dead-end" roads at the end of a valley, which does not seem to be logical. 2. This
9 project will take 4-5 years to develop and during this time parking will be impacted and
10 we have not seen a plan on how this will be addressed. In addition, it seems that the
11 final project will provide less parking for "day skiers" than is available today. This is a
12 short and long term concern. 2. Building height limits should be managed in a
13 responsible manner to avoid losing the essence of Lower Deer Valley and the views for
14 existing homeowners. 3. ALL "main" parking should be underground. A value that Lower
15 Deer Valley residents can get with this project is the benefit of not looking at a parking
16 lot (for those that have homes that look towards Snowpark). 4. The back of the buildings
17 should be landscaped as nice as the front of the building and an effort should be made
18 to have the building fall into the landscape of LDV. Large rocks/boulders, Aspens,
19 Pines, etc... There should be no visibility of utilities, HVAC and trash systems. 5. Deer
20 Valley Resort should incorporate the maintenance of the walking paths around the
21 Lower Deer Valley ponds to incorporate the community and add value to LDV
22 homeowners (including snow removal or heated sidewalks throughout the pond system
23 and lights). This will allow for the LDC community to further enjoy the project in the
24 winter and summer during the day and evenings. 6. Drop off area for skiers should
25 remain as convenient as today. This is a huge value of Snowpark and Deer Valley
26 resort. 7. Hours of operation for the Snow Park businesses should be limited to
27 10:00pm in the evenings. This will help avoid bar patrons from creating late night
28 issues (noise, driving, walking through properties, etc..). 8. Construction materials
29 should be consistent with the architecture landscape of LDV. 9. Lighting in and around
30 the proposed village should be regulated to allow for the Lower Deer Valley residents'
31 view to not be obstructed by bright lights. 10. We are concerned with the short-term
32 impact to the Lower Deer Valley ponds during the construction and the long-term impact
33 from the project. We would ask the City Council to require a preservation and
34 maintenance plan by Deer Valley for these ponds. The ponds are a key feature of our
35 community and part of the summer life of our Lower Deer Valley residents. 11. We
36 would ask the City Council to review the environmental impact of this project as it
37 relates to the preservation of our wildlife. The Lower Deer Valley area and specifically
38 the area around the three ponds is a key wildlife area for our community. We have
39 regular bird activity of Bald Eagles, Hawks, Osprey and Sandhill Cranes. Major
40 construction and development will likely impact these birds and their activity in the area.
41 The area is also known to attract Moose and deer throughout the summer months. We
42 ask that the City Council find ways to help avoid an impact on our local wildlife. We
43 appreciate your willingness to continue hearing from the local residents that will be

1 impacted by this project. We are confident that the City Council will remain good
2 stewards of our community when reviewing this proposed project and help maintain the
3 safety and integrity of Lower Deer Valley.”
4

5 Allison Keenan: “I am a full-time resident of Deer Lake Village in Lower Deer Valley. I
6 use Deer Valley Drive East almost every day, I walk and bike around the Deer Valley
7 Loop, and I ski regularly at Deer Valley. I am not opposed to a base village, but I am
8 opposed to the proposed site circulation plan. I understand that Deer Valley Resort was
9 issued a permit in 1977 for a Master Planned Development (MPD) which included
10 developing the Snow Park Village parking lots. The MPD has been amended 12 times,
11 45 years have passed, and Alterra Mountain Company now owns the resort. On the
12 Deer Valley Website, one of the Guiding Principles for the Snow Park Development is
13 Being Good Neighbors by “complying with existing entitlements with no variance
14 requests.” Alterra wants the City to vacate a significant portion of Deer Valley Drive for
15 the Project. This has never been approved as part of any plans, it greatly impacts the
16 neighbors and Alterra is asking for a huge entitlement from the City. For the following
17 reasons, the Planning Commission should not support the current circulation plan and
18 the Park City Council should not approve the road vacation. 1) Traffic will increase due
19 to the project and 70% of all traffic will be directed to Deer Valley Drive East. Based on
20 Alterra’s proposed site circulation plan, all traffic to Snow Park Lodge, the new base
21 development and the new parking garages will be diverted to Deer Valley Drive
22 North/East. Based on the January 2022 Transportation Analysis provided by Fehr
23 Peers, on a Saturday morning during peak drop off hours, currently 400 cars take DV
24 Drive North/East and 650 cars take DV Drive South/West. Applicant expects that in
25 2022, 1,050 cars would take DV Drive East and 260 cars would take DV Drive
26 South/West during the same period. That is 2.6 times more cars on DV Drive North/East
27 on a Saturday morning during peak hours. The increase is similar for afternoon traffic.
28 Traffic is already a concern and the proposed plan would more than double traffic on
29 one side of the Deer Valley Loop. 2) Residents are concerned about ingress and egress
30 to and from their neighborhoods if the proposed circulation plan is approved. Residents
31 of Solamere, the Oaks, Morningstar Estates, Hidden Meadows, Deer Lake Village,
32 Queen Esther, Nordic Village, Deer Crest, etc. all access their homes through either
33 Solamere Drive or Queen Esther Drive by way of Deer Valley Drive North/East.
34 Including Solamere and Queen Esther, there are 19 ingress and egress points on Deer
35 Valley Drive East providing access to homes, condominiums, lodges and most
36 importantly, the fire station. Alterra and Fehr Peers have provided no practical solutions
37 to mitigate traffic for residents or visitors in the surrounding neighborhoods that must
38 use Deer Valley Drive East to drive to and from their homes. 3) If the road is vacated,
39 Alterra’s current plan will create two dead end roads at the base. In what situation does
40 it make sense to create two dead end roads rather than maintain a loop to circulate
41 traffic? Based on the applicant’s proposal, Deer Valley Drive West south of Royal Street
42 would become a gated private road. How does this benefit the residents of Deer Valley
43 or Park City? How does this benefit visitors if it is more difficult to access the resort

base? What about the residents who live off of Royal Street? They now have to drive all the way around the loop or cut across the proposed transit area on Doe Pass Road to access the resort. Creating two dead end roads does not improve circulation or connectivity which are supposed to be priorities for the future design of Lower Deer Valley. 4) Under the Land Management Code, Chapter 15-6 Master Planned Developments, developments should "Protect Residential Uses and residential neighborhoods from the impacts of non-Residential uses using best practice methods and diligent code enforcement" (LMC 15-6-1 I). The vacation of the roadway benefits Alterra. Alterra would gain extremely valuable real estate at the base of the resort to create an extended ski beach and to extend the Carpenter Lift. This is a non-residential use. Alterra can build a beautiful base village without taking the road. They can create a walking bridge over the road to the plaza. There is already a tunnel underneath. Alterra has options. The Planning Commission and the City Council are supposed to "protect Residential Uses and residential neighborhoods." As taxpayers, we pay for the roads. The proposed changes in traffic circulation including the vacation of the roadway will adversely impact the surrounding residential neighborhoods. Shouldn't the Commissioners and the Councilors be diligent in protecting the interests of the more than 1,000 residential property owners in Lower Deer Valley? 5) Based on the proposed plans, the skier drop-off at the base of the resort is about 1/3 of the current drop off area. It goes from 6 lanes plus the bus transit area to a smaller circle with 3 lanes in the proposed plans. Deer Valley skiers love being dropped off at the base and being greeted by the Deer Valley staff who are there to assist you with your skis. The shuttles from the hotels and neighborhoods reduce traffic so it is essential to have adequate space for them. Park City's General Plan for the Lower Deer Valley Neighborhood notes that future planning should be directed towards maintaining the "world-class resort experience...offering exceptional skier service" while compatibility, circulation and connectivity remain priorities for future design. To maintain world class service, Alterra should not be decreasing the size of the drop-off area directly at the base. It is one of the features that sets Deer Valley apart from other resorts. A secondary drop off by the proposed transit center is not the same. Please see attached picture of current drop off. 6) Having cars drive past the garage entrances on Deer Valley Drive East to drop off skiers and then circle back on Deer Valley Drive East to make a left turn to enter the garages makes no sense. If there is a line of cars waiting to get into the drop off area, it will be difficult to get into the garages. Currently, most cars access the base from Deer Valley Drive South/West, drop off skiers at the base and then head to the parking lots. This is much more efficient in terms of traffic flow. 7) Access for emergency vehicles to the Snow Park Base seems inadequate. Emergency vehicles currently park on the portion of the road that would be vacated. Being able to access the base quickly is essential when trying to reach a critically injured skier or mountain biker. Alterra noted that if the road was vacated, an emergency vehicle connection would be provided across the proposed ski beach and plaza. This does not seem practical or efficient. Well planned emergency access must be a priority. 8) A dedicated bus lane starting at the Y-intersection on Deer Valley drive solely improves public transit along Deer Valley Drive

1 North/East and Deer Valley Drive South/West. At the end of the ski day or after concerts
2 or events, there will still be a bottleneck as the buses merge with traffic at the Y
3 intersection. Having a dedicated bus lane that does not continue onto Deer Valley drive
4 past the Y-intersection to either the roundabout by the transit center or further should be
5 reviewed. The Fehr & Peers report says the bus lane will reduce travel times around the
6 Deer Valley Loop by 32 to 35 seconds. This does not seem very beneficial if the buses
7 end up in significant traffic as soon as they leave the loop. Having a light might help
8 coordinate traffic flow from Deer Valley Drive West and East, but it could also cause
9 additional backups along Deer Valley Drive East at peak times. Buses and cars will
10 need to merge after the intersection. The Transportation Analysis does not address
11 this. 9) Applicant provided no information on traffic beyond the proposed site circulation.
12 How will the development affect traffic after the Y intersection? What about ingress and
13 egress for residents of Stonebridge Circle, Mellow Mountain, Rossi Hill and Sunnyside
14 Drive? Residents are concerned about emergency flow issues for the fire department
15 trying to get to and from Lower Deer Valley neighborhoods. What about potential issues
16 for school buses getting to and from Lower Deer Valley? 10) Public transit should be a
17 priority, but there need to be safe bus stops along Deer Valley Drive where residents
18 and skiers can get on and off the buses. The circulation plan asserts that two car lanes
19 plus the bus lane will fit within the current road footprint. Where will transit passengers
20 wait for the bus? When there is snow, they currently stand in the bicycle lane on Deer
21 Valley Drive East that will now be the bus lane. The proposed plan needs to include
22 safe bus stops. Is there sufficient room for three lanes of traffic with safe bus stops? 11)
23 Where are day skiers and other visitors supposed to access the buses and will they use
24 them? Paid parking may not be a deterrent to Deer Valley skiers who are already willing
25 to pay high prices to ski. The plan does not discuss pickup locations that will make the
26 transit option one that will be attractive to Deer Valley skiers and easily utilized. If skiers,
27 especially those with young children, need to park at Kimball Junction or Richardson
28 Flats, gather all of their gear for the day, wait for the bus and then take the bus to the
29 proposed Deer Valley transit center, does this really provide a 1st class experience? 12)
30 The proposed transit area is much farther than the current transit area from the resort
31 base. This does not encourage people to use transit. Alterra's plans show that the
32 transit drop off is 1000 feet from the proposed base of the extended Carpenter lift.
33 Currently, the bus drop off is right across the street from the lift. Skiers are often in
34 boots and carrying skis. What about families with small children? The new plan requires
35 people dropped off at the transit center to walk much farther past the restaurants and
36 shops. Please see attached plan. 13) One of the City's goals with respect to
37 transportation is "prioritizing safe pedestrian and bike access and connectivity to and
38 around the site, including the popular Deer Valley Loop". The current bike lanes will be
39 removed to provide for the bus lane. If the road is vacated, part of the popular Deer
40 Valley Loop will be gone. As a resident of Lower Deer Valley, I walk and bike around the
41 Deer Valley loop regularly in the summer as do many of my neighbors. Cyclists from all
42 over Park City ride to the Deer Valley Loop as a destination point in their ride. I know
43 there will be a new 10 foot to 12-foot-wide multi-use path, but many people prefer

1 separate walking and biking paths. Cyclists do not want to be maneuvering around
2 people and dogs. Older residents and young families want to feel safe walking on a path
3 without bikes flying by. This is one of the areas in Park City where we actually have this.

4 14) The proposed route for day skier traffic on Deer Valley Drive East is more than
5 double the distance of taking Deer Valley Drive West to access the base of the resort.
6 This is not a green solution. I hope that the Commission looks closely at how this
7 proposed site circulation plan will change traffic in Lower Deer Valley. I believe there
8 are better solutions. No portion of Deer Valley Drive West should be vacated as
9 requested by Alterra.”

10
11 Randy and Deborah Nonberg: “We have been residents of Park City for more than 21
12 years and of the Oaks neighborhood for more than 16. Alterra’s plan to develop the
13 parking lots at the base of Deer Valley and have the city vacate a portion of Deer Valley
14 Drive is fundamentally flawed: It fails to adequately address the flow of traffic arising
15 from the new development at Snow Park. Alterra’s proposal to close Deer Valley Drive
16 South at Royal Street will divert an estimated 1,000 vehicles a day to Deer Valley East
17 rendering the adjacent neighborhoods such as Solamere and The Oaks landlocked for
18 substantial periods of time and depriving those who live there of their primary street
19 access to the rest of the community. Deer Valley East is already often, on ski days, on
20 concert nights and during special events, dense with gridlocked traffic making ingress
21 and egress difficult. By way of example, earlier this winter, we left our home in what
22 seemed more than adequate time to be at Empire Lodge at 5:30 PM on a weekday
23 evening. Using Deer Valley Drive to Royal Street, it took us well over an hour to get
24 there. During peak periods, Deer Valley Drive are already completely jammed from
25 approximately 4:00 PM to 6:30 PM. The impact of the current proposal will, during busy
26 times, now render ingress and egress from our neighborhoods virtually impossible. This
27 isn’t simply a matter of making it less convenient to get to the slopes, or go to Main
28 Street, or to travel to grocery stores and pharmacies during large parts of the day and
29 evening. It will also interfere with carpooling, school buses and a well-developed and
30 much-used public transportation system. The proposal will also render our communities
31 inaccessible to emergency personnel and equipment. Police, firefighters and EMT’s will
32 simply be unable to access our homes during the many busy periods of the day. We
33 firmly believe that Alterra’s proposal to close a portion of Deer Valley Drive is a violation
34 of Municipal Code Section 15-6-1, as amended, that provides in pertinent part: “Protect
35 residential uses and residential neighborhoods from impacts of non-residential uses
36 using best practices methods and diligent code enforcement.” An action taken by the
37 Council or the Commission to vacate the designated portion of Deer Valley Drive is in
38 contravention of the Municipal Code and against the interests of the residential areas
39 that will be severely and adversely impacted. The only beneficiary of such munificence
40 by the city would be Alterra and it would be to the detriment of the remainder of the
41 community.”

1 Queen Esther 1 Board: "Based on the Snow Park Village Transportation Analysis
2 prepared by Fehr & Peers, it is evident that this project will increase new daily trips
3 to/from multi-family housing, a resort hotel, a shopping center, and a recreational
4 community center per the Trip Generation analysis on page 27. This additional vehicular
5 traffic will directly impact the abilities of current homeowners in the vicinity of the project
6 to access their homes efficiently. The newly designed Site Access and Circulation
7 Diagram, Figure 5, further impacts potential traffic and ingress/egress times by
8 shortening the overall length of the roadways currently used for drivers to navigate. Due
9 to the two aforementioned points among others, this project is opposed by owners of
10 Deer Valley's Queen Esther HOAs."

11
12 Carol Chenevert: "As a full-time resident of lower Deer Valley, I would like to express
13 my concerns over the pending approval of the Deer Valley proposed development. I
14 have attended several meetings, both in person and virtually, and feel that moving
15 forward with the project as proposed is not in the best interests of the residents of Deer
16 Valley. My primary concern is the vacation of the portion of Deer Valley Drive that
17 passes along the base of Snow Park. The redirecting of all personal traffic along the
18 Solamere side of the loop, and making this a dead-end road, will create a traffic
19 nightmare for both the skiers coming to Deer Valley and for the residents of all those
20 condo complexes and neighborhoods along that portion of the road. We are already
21 unable to come into or leave our neighborhoods in busy times. This will be exponentially
22 worse with the vacating of the loop and making a one way in and out scenario. Our
23 development has utilized the Deer Valley shuttle system for years, which keeps our cars
24 off the roads and out of the parking lots. That shuttle system, although increasingly
25 expensive, has been well used by our residents. This will be rendered ineffective with
26 the lack of drop-off and pick-up location, and the increased traffic to the base. The
27 option for taking the public bus to the base for those residents of this side of the loop will
28 also no longer be an option, as the bus is heading away from the area on our side of the
29 loop. Every day, as I drive the Deer Valley Drive out to shop, go to the Post Office,
30 medical appointments, I see countless people waiting for the bus in both directions.
31 Eliminating that option in one direction will again increase traffic to the base. I am
32 extremely concerned with the effect of this traffic flow problem created will have on fire
33 and rescue being able to access both the ski area as well as our residential
34 neighborhoods. Where time is of the essence in access, again the scenario the
35 proposal will create is that we will not have timely access to those essential services on
36 a regular basis. Lastly, the elimination of the bike lane, combining it with a multi-use
37 pedestrian corridor will all but effectively turn away cyclists for safety and ease of use
38 reasons. That bike lane is used extensively all year long. Adding to that, 3 lanes of
39 traffic along the Solamere side of the drive creates a danger to people walking in and
40 out of the neighborhoods. Although having increased amenities at the base is attractive
41 for those of us who live here, sacrificing access both in and out of the area, is not worth
42 the benefit. I hope the committee considers the needs of the community over the wants

1 of the developer in making this decision and denies the request to vacate the portion of
2 Deer Valley Drive.”

3
4 Billy Sheppard: “The Lakeside Homeowner’s Association (LSHOA) has reviewed Deer
5 Valley’s Proposed Snowpark project. LSHOA supports the: garage/structure, the Plaza,
6 and developments on the Plaza. 1,2,3 subject to Park City’s building codes, height
7 restrictions, noise & sound restrictions/abatement and aesthetics. LSHOA does not
8 support the proposed transit hub at the NE corner of the proposed parking garage/
9 structure and desires to keep in some form, the present drop-off & pick-up/loop traffic
10 flow that is now present. LSHOA believes part of the Deer Valley EXPERIENCE is the
11 direct accessibility to the snow & lifts that we have always had at Deer Valley which is a
12 unique feature shared by few ski resorts. Many of our homeowners bought here
13 because of the direct access & ease of dropping kids and spouses off with gear without
14 have to trudge a distance like is proposed by the Snowpark project. Another issue that
15 needs to be addressed now and even to a greater extent with the additional units and
16 people is an emergency ingress/egress from lower Deer Valley. An evacuation route
17 over McKinley’s Gap down thru Deep Crest to US 40 would provide such a route.”

18
19 Mike and Glad Hales: “This surprise announcement by Alterra is astounding in its
20 disregard for the Lower Deer Valley and Park City residents. The proposal creates a
21 massive burden and completely changes the nature of Lower Deer Valley. We
22 vehemently urge you to reject this proposal. How can a partnership with Alterra be
23 trusted with this type of brazen action on their part? We have been owners for several
24 decades. Development by Alterra must be carefully managed for the benefit of the
25 residents, not just the Alterra corporation.”

26
27 Steve Mulvany: “I have been a Deer Valley homeowner since 1994, when Glenfiddich
28 was first built. I bought my condo because of access to Deer Valley/Park City, as well
29 as the superior service provided by the resort. My family and I have had many great
30 memories here. With the proposed development, I am concerned that the reasons I
31 chose Park City and Deer Valley are being taken away. The hotel/condo development in
32 the parking lot will add significant density creating traffic congestion far beyond of what
33 we have currently. Then today I learned that Alterra is proposing that the Deer Valley
34 loop be eliminated, giving Alterra that land and creating two dead-end streets. Not only
35 would this exacerbate the congestion issue, but also again change the ambience and
36 convenience of the resort. I ask that you consider these proposals carefully, and
37 preserve what has made Deer Valley so special for us all.”

38
39 Mark Goff: “I am writing to voice my opposition to Alterra’s proposal to significantly alter
40 the traffic flow around the “Deer Valley Loop”. I have been a lower Deer Valley
41 homeowner since 2009 and I can tell you that the traffic flow around the “Deer Valley
42 Loop” is a valuable benefit to the residents all year long. My wife & I walk, bike, walk our
43 dogs, drop off guests and ride the bus around the loop all year long and turning the loop

1 into two dead-end streets would negatively impact our quality of life in lower Deer
2 Valley. I'm all for progress, and support Alterra's right to improve the parking lot
3 capacity. However, they should not be given this valuable land for free and they can
4 easily address their parking issues without eliminating the Deer Valley Loop."

5
6 Marilyn and James Heck: "We request this email be a part of the public record. We are
7 writing in regard to the Deer Valley project, specifically the proposal by Alterra to stop
8 the traffic flow on the West side by reducing the egress to their ski resort to only one
9 way. We strongly object to this proposal to only route traffic onto Deer Valley North
10 eliminating the Southern/West access. Closing Deer Valley South virtually reduces
11 access by 50%. It forces road traffic into one road rather than allow it to disperse it two
12 ways. Over the years, we have enjoyed riding our bikes, accessing the pond walkways
13 and arriving to the concerts, skiing and dining by way of the less congested, East entry.
14 We feel the proposal by Alterra to route all traffic on the East side, will jam up traffic and
15 possibly increase cycling or pedestrian accidents. Already, the 25 MPH posted signs
16 are not respected by tourists and employees heading to and from the resort. We have
17 owned our Deer Valley home in the Oaks for 28 years and have served many years on
18 the Oaks HOA as well as the Pool & Club HOA. Real estate wise, with our location in
19 the Oaks, we have always dealt with the negative impact on egress to our home due to
20 resort traffic. With the current Alterra proposal, this resort traffic will make this worse
21 and only serves the plans of the developers."

22
23 Dean Swick: "I have been homeowner in Park City since 2013 and have been visiting
24 Park City since the early 1980s. I am writing because I have significant concerns about
25 the Snow Park Development project planned by Alterra. I respectfully request
26 consideration these concerns, a comprehensive review of the impact of Snow Park
27 Development project in conjunction with the project under review at the base of Park
28 City Mountain and, at a minimum, materially reduce the scope of the Snow Park
29 Development and Park City Mountain projects as currently proposed. Allowing a MPD
30 Approved 45 Year Ago to Proceed Given the Magnitude of Change, Environmental
31 Risks and Lack of Infrastructure Is Irresponsible. I believe the MPD encompassing the
32 Snow Park Development project was initially approved about 45 years ago with some
33 modifications since the initial approval. When approved the Planning Commission and
34 other Park City officials, with all their good efforts, could not have anticipated the
35 amount of change and risks in Deer Valley and the greater Park City area that has
36 occurred, specifically the growth in full-time residents and the dangerously depleted and
37 stressed area water resources caused by prolonged drought and climate change since
38 1977. Deer Valley and greater Park City already have infrastructure limitations (water
39 and water treatment, road and mobility options, public parking, insufficient human
40 services/employee base for municipal services and businesses) to properly service the
41 current state of development and population, and certainly not the projected
42 development and population increase associated with these projects. What may have
43 seemed like responsible development 45 years ago is not responsible now given the

1 significance of these changes and could easily impair Park City's position as a premier
2 and preferred year-round home for many and recreation destination. Alterra Has Not
3 Considered Mobility and Traffic Impacts From the "Y" Through the Greater Park City
4 Area Because it is "Beyond Their Project Scope"??? Who Is Evaluating These
5 Significant Issues? I attended the February 17, 2022, Alterra virtual presentation and
6 Q&A session regarding the Snow Park Development. During this meeting I was alarmed
7 to hear Alterra say that they had not considered the mobility impact of their project
8 beyond Deer Valley Drive. If I understood Alterra correctly, they have not considered the
9 limitations of the Deer Valley Road Y intersection, the capacity of the road between the
10 Y and the rotary, the capacity of the road below the rotary as it feeds into Old Town and
11 the two major routes out of Park City to I-80 because "this is beyond the scope of the
12 project". Mobility is already greatly stressed, and Park City has limited reasonable
13 options for expansion. Who will evaluate these issues? The Snow Park Development
14 "Snow Beach" Requires Major Changes to Deer Valley Drive, Conveyance of a Section
15 of Deer Valley Road to The Project and Has Unrealistic Assumptions Supporting
16 Proposed Changes. During the February 17, 2022, presentation Alterra discussed the
17 traffic reconfiguration for Deer Valley Drive, including bus lanes, the redirection of Deer
18 Valley Drive car traffic and construction of a new transit center. These changes appear
19 to be primarily tied to Snow Park Development building a "snow beach" that is proposed
20 to occupy the current Deer Valley drop off, pick up and transit infrastructure at the top
21 on Deer Valley Drive at the current Snow Park center. Creation of the "snow beach" and
22 conveyance of this section of road and infrastructure is not necessary. The proposed
23 reconfiguration of Deer Valley Drive will negatively impact ingress and egress for
24 communities along Deer Valley Drive and does not consider the related impact on
25 traffic/mobility at the Y, the rotary, connecting roads below the Y and the rotary and
26 parking capacity in the greater Park City Area. How will the ingress and egress of an
27 additional 1,000 Snow Park Development residents (peak and non-peak estimate
28 provide by Alterra during the February 17th session) current residents and vacation or
29 day trip visitors not be negatively impacted? Alterra says, they have not evaluated traffic
30 from the Y into greater Park City. Where will the people who are anticipated to utilize
31 the new projected Deer Valley Drive bus lane park their cars for the bus ride? There is
32 not sufficient parking at the current time without utilizing school parking lots. Alterra has
33 not evaluated this issue. The bus lane is too optimistic a solution given the estimated
34 additional 1,000 people envisioned with Snow Park Development, current Deer Valley
35 residents and the vacation and daily car ski traffic. Car transportation to and from the
36 mountain will likely remain the primary mode of transportation, requiring very early
37 arrivals, extended peak traffic hours and greater traffic and mobility problems. No doubt
38 Park City leadership, residents and visitors have experienced these problems with the
39 current stage of Park City's development. How many residents have already decided to
40 leave for less congested areas? How many visitors have or will decide to no longer ski
41 the Park City area in favor of other very good ski destinations where it does not take an
42 hour or so to travel from their lodging to the mountain and return at the start and end of
43 a day? Development Beyond the Capacity of the Park City Area = Irreversible Economic

1 and Environmental Harm. I have focused my concerns on the Snow Park Development.
2 However, I respectfully request evaluation of these concerns in conjunction with similar
3 concerns associated with the development at the base of Park City Mountain. Without a
4 fulsome review by Park City's leadership of long-term development plans, water supply
5 and infrastructure and material reductions in the scope of the Snow Park Development
6 and the Park City Mountain projects, Park City, its residents, and businesses risk
7 irreversible environmental and economic harm to its position as a premier location for
8 permanent residents and recreation visitors. There are other very good North American
9 mountain communities and recreation destinations that will likely have better prospects
10 of continued and responsible environmental and economic health than Park City if these
11 and other concerns are not properly and realistically evaluated."

12
13 Christina Shiebler: "As a member of the Snow Park HOA, located on Rossie Hill, I would
14 like to express our concern with the inevitable unintended impacts involved with the
15 Snow Park development proposal. As it is, turning left from Rossie Hill Drive onto Deer
16 Valley Drive during the ski season is a challenge as caravans of cars proceed either up
17 to the mountain base or departs the resort at the end of the ski day. Years ago, we
18 requested that a motion-sensing stoplight be installed at the Deer Valley/Sunnyside/
19 Rossie Hill intersection and were informed that Park City does not own, maintain, nor
20 install traffic lights and that the only traffic lights within Park City are on state routes
21 owned and maintained by UDOT. We understand that the Alterra plan includes a traffic
22 light at the Y intersection, where Deer Valley Drive splits into two roads, with one
23 heading towards Solamere as Deer Valley East and the other up to the base of Deer
24 Valley, passing Royal Street on its way. Deer Valley Drive is not a state route at that
25 intersection point (224 continues up the Mine Road/Marsac from the roundabout
26 adjacent to the transit center), so it seems that Park City will be installing its very first
27 city-owned light in town as part of this development. We see how traffic backs up now
28 from the Y intersection when a bus is turning left to head onto Deer Valley East (even
29 with a dedicated left turn lane) and blocks traffic "downstream" towards Boulder
30 Creek/Stonebridge, Foxglove, and back to Rossie Hill. We can imagine how the new
31 configuration may aggravate a bad situation and make it worse. We understand and
32 support the concerns raised by those residents living in Solamere and neighboring
33 areas. We also want to go on record that we are concerned about how the new traffic
34 pattern may adversely affect our neighborhood and that we will be seeking mitigation
35 efforts if our worst nightmares are realized."

36
37 Susan Mehregan: "My husband and I are permanent residents of our home at 3255
38 Thistle Street in the Solamere subdivision in Park City. We write this letter to oppose
39 Alterra Mountain Company's proposed plan for a new traffic configuration as to Deer
40 Valley Drive West ("Alterra plan") for the reasons and considerations set forth below.
41 • The Alterra plan violates Municipal Code 15-6-1 as amended 10/01/2020 which
42 provides for the protection of "residential uses" and residential neighborhoods from
43 impacts of non-residential" uses using best practices, methods and diligent code

enforcement. • All of the benefit of this project (as presented) goes to Alterra Corp. Neighborhoods along Deer Valley Drive East will also have significant traffic impacts. Projections include increased traffic of 1000 additional cars in the morning on Deer Valley Drive East and another 1000 additional cars in the afternoon. • Under the Alterra plan, sidewalks will become "walk/bike" paths, creating safety issues. Many baby strollers and elderly persons use these same sidewalks. Bike paths on the roads will be eliminated, obfuscating Park City's goals of promoting alternative forms of transportation. • Pedestrians and those using City Buses, will need to cross three lanes of traffic to cross to the south side of DV drive East, creating a significant safety issue. • The Deer Valley loop currently has buses running in both directions today. It is .5 miles from the "Y" (near the grocery store) to Snow Park Lodge with 8 curb cuts. (ingress/egress). It is 1.2 miles to Snow Park Lodge on DV drive East, more than double the distance, with 18 curb cuts, affecting more the 1000 residents in the neighborhoods. • The Alterra plan will result in more than double the "Carbon Pollution" In the area. • The Alterra plan will destroy a bus system that runs very well today and replace it with one that is questionable and does not protect the neighborhoods. • Marsac Street is sometimes closed in the winter. In that case, cars will need to be diverted to Royal Street in the middle of all the buses that run to DV in that direction under the Alterra plan. • If the City "abandons" a part of DV Drive West, what compensation do the Taxpayers receive? • Parking lot #5 has not been defined as to its "future". We must know this plan before any approvals are given. • What will the 20k square foot "Event Center" be used for? • A traffic light at the transit center for buses will slow traffic trying to get into the parking garages, making it worse than today. • Alterra Corp must commit to a "Time specific" plan for workforce housing. With the new plan, it will increase approx. 500-700 more workers. • Alterra Corp must commit to a "Time specific" plan for "Fire Mitigation" for the area. • Currently buses run both ways picking up and discharging passengers around the circle stopping within 100 feet of the proposed new Carpenter Lift loading station. If we want to encourage bus ridership, this does it. The Alterra proposal drops them off at the opposite end of the proposed garage facility, FORCING them to walk past the new village restaurants and shops. • The cars and vans going to Snow Park from Amber Rd, Solamere Drive, Queen Ester Drive, the Lodges at Deer Valley and Silver Baron Lodge will all need to make a left-hand turn and over two lanes of traffic to get into the lane going to Snow Park, with over 1,000 additional cars coming in the morning. THE TRAFFIC CONSULTANT STATED, "BE PATIENT, THEY WILL LET YOU IN"! • Returning from Snow Park, these cars and vans will be making a right- hand turn from the center lane, over the bus lane in order to get into their street. This is not safe and probably is not legal. • The neighborhood is changing in Lower Deer Valley with young children in the neighborhoods and now a number of School Buses move through morning and afternoons. We need to address the obvious safety issues closely. • Upper Deer Valley/Royal Street residents will now need to travel approximately 1.6 miles to get to Snow Park Lodge from Deer Valley Drive West. Today that is .2 miles. This will also include a left-hand turn across all the incoming Bus traffic. For the above reasons, we oppose the Alterra plan for Deer Valley

1 Drive, and trust that the City will come to a reasonable and studied solution that protects
2 the residents of the area.”
3

4 David Justin: “I am a resident of Solamere for the last 20 years. I currently reside at
5 3135 Thistle. The changes that Alterra is requesting will negatively affect my ability to
6 access my home and dropping off my skiers at the base. At some point the trail needs to
7 stop wagging the dog and you should be representing the tax paying residents of the
8 area. The ski facilities won’t disappear due to the lack of approval but many residents
9 will be disgruntled due to the changes.”
10

11 Kathy Jones-Price: “My husband, Harry, and I are full-time residents of Solamere. We
12 bought a lot and built our home back in the early 1990’s. My Park City history goes back
13 a long way. My grandfather, Ephraim Adamson, immigrated to Park City from Sweden
14 and is the tall sheriff standing with his deputy on Main Street in the Pop Jenks
15 photograph which is one of the most famous historical photographs. My father, Byron
16 Jones, was the music teacher at Park City High School for many years before it became
17 the Jim Santy building. My mother, brother and sister were born in the Park City Miners
18 Hospital. My husband and I have watched the Deer Valley neighborhoods grow and
19 have made many neighborhood friends, both part-time and full-time residents. We
20 served our community for several years as board members of the Park City
21 International Jazz Festival. We raised our son here and we continue to love our
22 neighborhood and all of the outdoor activities. We are concerned that the plan to
23 develop the Deer Valley Resort parking lots and closing down part of Deer Valley Drive
24 seem to be moving forward without input from the residents, community or local
25 government. I am a regular walker and runner of the Deer Valley loop. Eliminating both
26 bike lanes and sharing one path with all walkers, runners, cyclists and people walking
27 their dogs is dangerous. I have regularly encountered inexperienced e-bike riders that
28 do not know how to stop or move out of the way. Conditions will not improve by offering
29 less space. One can get the feel of what it may be like by driving along Deer Valley
30 Drive when cars are allowed to park on the side of the road. I can’t imagine that there
31 will be enough room for a bus lane, two traffic lanes and a walk/bike path.
32 We hope that the council and Planning Commission carefully considers the overall
33 impact of this development including a thorough examination of Alterra’s move to take
34 over part of Deer Valley Drive. A “gift” of this magnitude should not be done quickly or
35 perhaps at all without a careful legal review and input from all stakeholders. We
36 recognize that Alterra has the right to develop the property as part of the original plan
37 approved many years ago, but it does not make sense to push forward with this project
38 as-is without careful consideration of the long-term impact on our beloved community.”
39

40 Miguel Valenzuela: “I have a home in Deer Lake Village and wanted to express my
41 concern about the proposed changes to the Deer Valley Loop and Snow Park
42 Development. My family and I are specially concerned about the increased traffic on
43 Deer Valley Drive East, the small drop off area and the elimination of the separate

pedestrian and bike tracks. In my opinion, the current traffic plan and potential road vacation is not good for the residents and it should not be approved as proposed."

Amit Verma: "I am a resident of the Oaks in Lower Deer Valley and strongly object to the proposal to change traffic flow in the Deer Valley Loop. This will cause immense amounts of traffic, noise and air pollution and will be a hazard for people using the sidewalks. This will be an unmitigated disaster."

Amit Verma: "I am a strong 'No' on the proposed traffic plan. The Deer Valley base is like a bowl. What plans does Alterra have to avoid air pollution? If anyone has been to a third world country or seen pictures of India and China - the bowl will trap all the combustions from the vehicles and make it unbearable for the residents and significantly affect the foliage and wildlife in the area."

Charles Southey: "I am a strong NO on "Vacate Portions of Right-Of-Way on Deer Valley Drive West and South." This is city and, subsequently, resident owned property. Do not give away our rights for the interest of big business. This will exponentially increase congestion, make the roads much less safe, limit access for neighbors who bought property exactly for that access and put pedestrians and bikers in harm's way. The environmental impact of thousands of backed up cars will get worse. We need better traffic planning not worse. Alterra has every right to expand but not at the cost of the residents' rights."

Charles Southey: "I am a Solamere Resident and recently heard about the shocking plans Alterra has proposed in order to facilitate their development plans. I strongly urge you to vote down their proposal and make them come back to the table with a plan that will not inconvenience the tax paying residents of Park City, hurt our environment, and put residents and tourists' safety at risk, for whatever perceived long term gain to Alterra. If I remodeled my home, I surely would not expect my neighbors to change their daily lives, clog neighborhood streets for miles and go against all the environmentally friendly progress the city has made in terms of increasing bike and foot traffic of our residents. And I definitely would not expect people to risk their lives to use public transport. Following is what I have learned and what I find SHOCKING: 1. Alterra's plan violates Municipal Code 15-6-1 (Amended by Ord 10/01/2020 PROTECT "RESIDENTIAL USES" AND RESIDENTIAL NEIGHBORHOODS; FROM IMPACTS OF "NON-RESIDENTIAL USES" USING BEST PRACTICES, METHODS AND DILIGENT CODE ENFORCEMENT. First Class Action Lawsuit by Neighbors impacted starts here. 2. All of the benefit of this project (as presented) goes to Alterra Corp. All neighborhoods along Deer Valley Drive East have significant traffic impacts. There is projected to add 1000 additional cars in the morning on DV drive East and another 1000 additional cars in the afternoon. 3. Sidewalks will now become "walk/bike" paths. Many baby strollers and elderly use these same sidewalks. Bike paths on the roads will be eliminated, totally against Park City desires to promote alternative forms of

1 transportation. Clearly a Safety issue. WHEN THE FIRST INJURY/FATALITY occurs
2 due to Park city's gross negligence, each and every one of those who approved this will
3 be named in the lawsuit. 4. My 74 year old mother uses the city bus. Will you be there to
4 escort her across the 3 lanes of traffic to cross to the south side of DV drive East? Third
5 lawsuit if she gets hurt. 5. Where are the bike paths? Are you trying to develop a less
6 bike friendly city? What happened to all the environmental friendly initiatives? 6. Have
7 you studied this increase in carbon pollution to the residents along the new route? 4th
8 and most punitive lawsuit that will be in play for decades. 7. The new "Proposed" Alterra
9 bus route is a mess; it will ruin a very efficient and well used current bus route. 8. What
10 is the solution to the closure of Marsac? Do you propose rerouting diverted cars into the
11 Alterra plan? We are now at point 8 so I hope you are realizing how poorly thought out
12 Alterra's plan is. 9. If the City "Abandons" a part of DV drive West, what compensation
13 do the Taxpayers receive? You will SIGNIFICANTLY reduce the value of my home. 5th
14 lawsuit. Following are the questions, that when asked to Alterra on Neighborhood zoom,
15 they did not have a response. They think they can bulldoze the city and muscle
16 whatever they want. I find that hard to believe. 1. What is Parking lot #5? How can you
17 approve without knowing what it is. 2. What will the 20k square foot "Event Center"
18 going to be used for? 3. What's with the traffic light at the transit center for buses? That
19 will back everything up. SERIOUSLY? 4. What is Alterra's "Time specific" plan for
20 workforce housing? Or is it cool to say "trust us we will figure it out". How has that
21 worked out for you guys with PLANNING COMMISSIONMR? 5. Are you going to pick
22 up the extra Fire Mitigation costs or is Alterra? Or are you cool with the "trust us we will
23 figure it out." 6. The rest is boiler plate but if you think any of this passes the SNIFF test
24 you are in for a lifetime of lawsuits and headaches: • Currently buses run both ways
25 picking up and discharging passengers around the circle stopping within 100 feet of the
26 proposed new Carpenter Lift loading station. If we want to encourage bus ridership, this
27 does it. The Alterra proposal drops them off at the opposite end of the proposed garage
28 facility, FORCING them to walk past the new village restaurants and shops (I WONDER
29 WHY!!!!\$\$\$\$\$\$) • The cars and vans going to Snow Park from Amber Rd, Solamere
30 Drive, Queen Ester Drive, the Lodges at Deer Valley and Silver Baron Lodge will all
31 need to make a left-hand turn and over two lanes of traffic to get into the lane going to
32 Snow Park, with over 1,000 additional cars coming in the morning. THE TRAFFIC
33 CONSULTANT STATED, "BE PATIENT, THEY WILL LET YOU IN"! Alterra stated they
34 would need to consider the cost of staffing these intersections. WHAT? • Returning from
35 Snow Park, these cars and vans will be making a right- hand turn from the center lane,
36 over the bus lane in order to get into their street. This is not safe and probably is not
37 legal. The first bus that smears a tourist car filled with well healed visitors will be your
38 biggest lawsuit yet. • The neighborhood is changing in Lower Deer Valley with young
39 children in the neighborhoods and now a number of School Buses moving thru morning
40 and afternoons. We need to address the obvious safety issues closely. • The loop
41 currently has buses running in both directions today. It is .5 miles from the "Y" (near the
42 grocery store) to Snow Park Lodge with 8 curb cuts. (ingress/egress). It is 1.2 miles to

Snow Park Lodge on DV drive East, more than double the distance with 18 curb cuts, affecting more the 1000 residents in the neighborhoods.”

Richard Labasky: “We are writing regarding the proposed changes to the Deer Valley Snow Park Lodge Loop. Below are our comments and concerns regarding the proposal. We oppose the current proposal to change the Loop. Following are our concerns: 1. First, there are currently two lanes leading into and two lanes leading out of the Snow Park Lodge drop off point. These lanes open to at least six lanes for loading and unloading passengers. There is also an additional 3 lane equivalent used by buses. The proposed changes would reduce entry and egress from Snow Park Lodge to one lane in each direction with only two lanes for access where there are now six. Yesterday afternoon and this morning- not the busiest days for Snow Park Lodge- there were no fewer than 15 cars and 4 shuttles loading or unloading at any time. If these vehicles are confined to a single lane (leaving one lane for traffic to pass through the circle), it is easy to imagine the bottleneck and traffic backup that will result. The resulting backup will not simply destroy the welcoming, casual, concierge atmosphere that is a hallmark of Deer Valley’s drop off point now, but increase pollution and noise with more idling cars, and lead to immense frustration to drivers and guests alike. 2. A second issue is the location of the proposed bus drop off point which is a considerable distance from Snow Park Lodge- close to a quarter mile- and uphill to the Lodge at that. This poses three problems. First, a separate bus drop off point creates a second class citizen group of bus riders hoping to enjoy the resort, and why should it? Is arriving by bus an embarrassment to Deer Valley and Park City? Second, when Park City has done so much to encourage bus ridership, why should the City now support an arrangement that discourages bus use over use of private cars, an arrangement that is contrary to Park City’s efforts to support a safer, more healthy environment? Third, there is the issue of equitable ease of access to Snow Park Lodge for those with disabilities who are intent on maintaining their independence and use public transportation. Does the resort or Park City expect those with disabilities go uphill a quarter of a mile in their wheelchairs, or on their crutches or canes after getting off the bus, while those who are able bodied or in a car amble into the Lodge from the car drop off zone? Not only does this arrangement prevent equal access to the Lodge in a practical sense, but may violate provisions of the Americans with Disabilities Act. 3. A third overriding equity issue is this. Why should the Deer Valley community be exposed to increased and concentrated traffic on the east side of the circle, and increased pollution, noise and congestion so that a private business can have more shops and a ski beach? Why should the disabled be disadvantaged so that a private business can have more shops and a ski beach? Why should the people who support Deer Valley be significantly disadvantaged so that a private business can have more shops and a ski beach? 4. In conclusion, we want to “Save the Loop”.”

Greg & Darice Porter: “I am writing to express my husbands and my opposition to the traffic system aspect of Alterra’s plan to reconstruct the Deer Valley Snow Park ski area,

1 which plans include the construction of a large parking garage and major changes to the
2 traffic flow in and out of that area, including along Deer Valley Drive West. We are very
3 concerned about the impact this will have on the traffic and safety for our neighborhood
4 and other residents in neighborhoods along Royal St., including American Flag where
5 we live. The traffic flow plan is short-sighted, ignores the issues with the current traffic
6 flow patterns in that area, fails to solve those issues, and creates significantly greater
7 issues. Among other things, the proposed plan: · Will deprive Royal St. residents of the
8 easy access we currently enjoy to Snow Park, by turning right off of Royal St. onto Deer
9 Valley Drive West, to drive 0.2 miles to drop off and pick up skiers and/or ski equipment,
10 obtain lift tickets, shop in the stores or go to the St. Regis, and then be able to return
11 home along the same 0.2 mile stretch of that street. Under the proposed plan, Royal St.
12 residents wanting access to the Snow Park area will be swept up in the proposed traffic
13 flow and have to drive all the way around the Deer Valley Drive loop and be stuck in
14 traffic the entire additional 1.6 miles. · Will cause non-residents to drive up Royal St.
15 and park in our neighborhoods, illegally using our private ski access easements,
16 because those skiers will not want to sit in the traffic jam that will be created by the
17 proposed plan's new traffic system. The plan should include a guard gate at the bottom
18 of Royal St. to prevent non-resident access to preserve our privacy. · Will not allow
19 Royal St. residents an easy way to get out of Deer Valley because they will be fighting
20 oncoming traffic to turn left onto Deer Valley Drive West to head toward Park City;
21 residents will (again) be forced to turn right and take the 1.6 mile loop in ski traffic. This
22 adversely affects residents commuting to work, running errands, etc. · Lacks the use of
23 roundabouts in critical locations, that would ease traffic flow and make the proposed
24 system much more efficient. Roundabouts should be constructed at the vortex of the
25 loop (near the Deer Valley Café), at the bottom of Royal St., at the proposed
26 intersection of Deer Valley Drive West and the new road leading to the garage, and at
27 other entrances/exits to/from the garage (e.g., the service entrance). · Lacks other
28 traffic control devices, which will result in traffic jams worse than what currently exist. ·
29 Should also include a new, separate road off of Royal St., just before it meets Deer
30 Valley Drive West, to provide private access from Royal St. onto Deer Valley Drive
31 West, to allow residents to maintain their current access to the Snow Park area. This
32 will relieve traffic flow for the rest of the system. · Should also include a turnaround
33 (circle) at the end of Deer Valley Drive West for residents to easily turn around and
34 return to Royal St. and their neighborhood.”

35
36 Lynda Shea: “Just heard on the news today alerting people of Utah to conserve on
37 WATER really apparently you and your Planning Commissioners haven't gotten the
38 word since all you do is allow the developments to continue and they are LARGE! you
39 will not standup and call for a moratorium here - you all are nothing but a bunch of
40 liberal hypocrites talking out of both sides of your mouths! you don't even know what the
41 "H" climate change is all about - go back and look at history. America is going crazy
42 with climate change meanwhile China, India, Pakistan, Iran, etc. could care less.....in

case you people don't realize we all live on the same planet. pls STOP this development nonsense!!!!"

Mark Balestra: "The proposal to "Vacate Portions of Right-Of-Way on Deer Valley Drive West and South" is bad for the residents and property owners of this community. When the 'Village' concept was initially reviewed by the city 45 years ago, it is unlikely that they would have foreseen the extent of the development that has occurred in and around Deer Valley and/or the increase in the % of full time residents. Even in just the 20 years since my family built our home here, the area has become almost entirely impacted. I am a resident of the Hidden Oaks neighborhood and, during the busy season, it often takes 30 minutes just to drive from the bottom of Solamere Drive to the traffic circle. I cannot imagine a scenario where the City can mitigate the traffic impact that will be added by this massive development PLUS the selfish idea of cutting off resort access from the west side of the Deer Valley Loop in order to provide a direct ski lift connection. If the resort 'needs' ski-in, ski-out access, build a bridge (or tunnel?) as was done downtown. It's bad enough that most of the ingress and egress to/from our neighborhood has to filter through the narrow Deer Valley Drive passageway. Heaven forbid that there is a major fire or other disaster as this proposed change of right-of-way (not to mention the Village itself) will, I fear, pose / compound a real danger to residents. I am a strong NO on this change of right of way. Furthermore, I encourage the city to take into account the safety and well being of its existing, tax-paying property owners and, within their power, minimize the impact of this development altogether."

John Broadbent: "I have several comments regarding which my family will likely be submitting a more fulsome comment letter to you. The most immediate issue, because it was one of the first agenda items tonight, is the buses. My family has come to Park City for close to two decades now. A few years ago, my mother purchased real property on Deer Valley Dr. N. With two family members who do not drive (including myself), our family's decision relied to a significant degree on the bus routes going in both directions. Perhaps due to COVID, the bus routes have been unreli Bottom lie."

Sally Jablon: "The local residents are watching this meeting with horror as there has been no mention of the potential impact on the adjacent communities."

Brock Cardiner: "As if the development all over Park City in general weren't heinous enough, here comes another bulldozer development company helping themselves to even more of what has made Deer Valley beautiful and unique and understated to benefit themselves (Alterra) and their shareholders. While I remain opposed to the development of the DV parking lots in general, I understand the rights dating back to inception. This, however, is just another greedy land grab. Many of us who have skied Deer Valley since the 90s and have been fortunate enough in life to have been able to purchase a home perhaps decades later have now fallen prey to yet another monster corporation with zero regard for history, skiers, homeowners or anyone other than their

1 own deep pockets. I, like many other residents of the area, implore City Hall to
2 terminate this entitled and site-altering project before it's too late.”

3
4 Cori Chandler: “I attended the joint meeting with the City Council and Planning
5 Commission yesterday which was both informative and frustrating. It was apparent to
6 me that much of the frustration from residents and their failure to address Mayor Worel's
7 question stemmed from a full understanding of the status of Altera's redevelopment plan
8 with respect to the roadway petition and with the agenda item that was only about the
9 voting process and therefore comments outside of that were not accepted. Shockingly it
10 became apparent last night that Altera has moved forward with extensive planning and
11 design despite the uncertainty of a pending vote on the town vacating a section of
12 roadways and yet this is the linchpin in their plan. With a vote of no on the roadways
13 they have no backup plan and are back to square one on their entire project. Their
14 strategy for a project of this scope and size is truly perplexing and as one resident
15 pointed out puts pressure on the Council to vote on all or nothing. As a homeowner in
16 Lower Deer Valley, I have had some concerns about this project that I would like to
17 share: Last night during the discussion on the first agenda item on land management
18 presented by the Planning Staff, they listed the four pillars of Community Values with
19 historical character and small town being two of them. They talked about the
20 importance of maintaining Park City's "historical character". How does Altera's
21 redevelopment plan fulfill this criteria? Where do you see the preservation of our
22 historical character in the mammoth glass and metal of Altera's proposed
23 redevelopment and how does it fulfill the small town criteria? Only two miles away is
24 historic Old Town and this project does nothing to preserve the historical flavor of the
25 area. There was also a brief discussion of water conservation by the Planning Staff as
26 an ongoing concern. With 96% of Utah currently in a state of severe drought, and
27 reservoirs currently at only 55% capacity and climate change what is Park City's plan to
28 meet the increased water needs of Deer Valley's residential and hotel development?
29 This of course is in addition to the Mayflower and PCMR developments. Also stemming
30 from the size of this project is concern that the current infrastructure and the eventual
31 increase in traffic will present a significant problem to residents and for people going
32 into town. The single lane roads leaving Deer Valley can barely handle existing traffic
33 conditions, how will moving all the traffic onto one single lane work with Altera projecting
34 more cars on the road even with the expansion of public transit? Last summer's fire in
35 Lambs Canyon has brought front and center to residents the importance of a quick and
36 efficient evacuation route so this plan has residents very concerned. Pursuant to this I
37 would like to bring to your attention that on February 11 there was a water main break
38 on Deer Valley West and as a result all of the traffic departing the mountain was
39 redirected onto Deer Valley East which interestingly is the proposed route of traffic in
40 Altera's redevelopment plan. The result was an absolute nightmare for residents with
41 bumper to bumper traffic the entire way to the rotary. This was in a sense a trial run of
42 their plan and it failed miserably and looked nothing like their traffic study. My neighbor
43 called me extremely frustrated while she was stuck in traffic trying to get her son to an

1 after school activity. Is this what you want for residents? Additionally Kearns and
2 Bonanza road are unbearable at the end of the day, this will only add to the nightmare
3 for all of these roads. I am in agreement that Deer Valley needs some updating but the
4 size and scope of this plan are overwhelming for residents, certainly Alterra can come up
5 with a redevelopment plan that is smaller in scope and size and one that would meet all
6 four criteria of the town's Community Values? There is always resistance to change but
7 there has to be a happy meeting ground on this. In closing I want to thank you for the
8 work that you do. I have attended town meetings in other municipalities, and I was
9 impressed by the questions, concerns and discussions that followed both agenda items.
10 I was encouraged in particular to hear about water conservation, public transit
11 expansion, carbon footprint and the suggestion of expanding biking and walking paths. I
12 also want to thank Mayor Worel for her assurance that residents will have the
13 opportunity in the future to voice opinions and concerns on this project.”

14
15 Madeline Letchford: “Since I was cut off before being able to finish my one sentence
16 public comment last evening, I'm submitting it now. I'd like to also see this process
17 continue and take the Planning Commission's bus system routes considered since the
18 current route uses Doe Pass Road. In addition, it doesn't appear that the City or Alterra
19 has considered this important transportation system in its plans, nor has it coordinated
20 with our School District. There are more children on the Deer Valley Drive & Lower Deer
21 Valley route that use the school bus M-F to get to/from the opposite part of town, during
22 the height of resort traffic, than use Park City buses to access Deer Valley Resort. The
23 school buses need to be viewed as mass transit as well in traffic route planning.”

24
25 Wayne and Leslie Levenfeld: “I own a home at 1358 Amber Road. We have owned and
26 enjoyed this home and Park City for the past 22 years. Along with the other owners in
27 our complex we recently voted to spend over \$130,000 per residence to upgrade our
28 properties. I am not anti-development and in fact believe a development similar to what
29 Alterra is proposing would be beneficial. HOWEVER, I am strongly opposed to the
30 proposal to eliminate a portion of Deer Valley Drive. Beyond the fact that this is very
31 valuable real estate that Alterra is asking the city to abandon to them, the more
32 important issue is the negative impact that this plan will have on hundreds of homes
33 located not only in our complex but also including all of the residences along Deer
34 Valley Drive East, Queen Ester Drive, Solamere Drive and the large neighborhood in
35 the hills above, and even residents of Deer Crest who exit their neighborhood via
36 Queen Ester. Currently traffic to and from the ski area, concerts, and summer activities
37 is spread between Deer Valley Drive East and West. Nevertheless, traffic is backed up
38 for long periods of time at the end of each ski day and after every concert. The Alterra
39 proposal will have all traffic enter and exit on Deer Valley Drive East which is simply
40 untenable. I am sure they will attempt to say that more bus service and perhaps a traffic
41 light at the intersection of the two streets will mitigate the situation but all you need to do
42 is stand on my patio at a busy time to know that is simply not true. In addition to the
43 greatly increased inconvenience of trying to get in and out of our complex at busy times

1 the Alterra plan will greatly increase the amount of vehicle noise and exhaust fumes we
2 will have to deal with. There are many other negatives to the plan (much less
3 convenient drop off and pickup for skiing, biking, and concerts, for example) and little or
4 no benefit to anyone except the developers who would get a significant amount of
5 developable land at essentially zero cost. They don't need the giveaway. A development
6 on land adjacent to Deer Valley will be very profitable; it does not require a gift from the
7 City at the expense of many current citizens/taxpayers. Lastly, I wish to point out that
8 Alterra can create a huge development and can span the existing roadway both by
9 going under it as is now the case, or by having one or several bridges that go over the
10 roadway. Please give these concerns your serious attention. I will not be able to attend
11 the meeting on 3/15 but request that this email be made a part of the public record of
12 that meeting and I request that I be informed of all decisions and future meetings on this
13 subject.

14
15 Michael and Janet Feeley: "As full-time residents of Solamere, we are very concerned
16 with Alterra's proposal to acquire the City-owned property on Deer Valley Loop.
17 Creating two dead end roads and further burdening the traffic is not an efficient and
18 appropriate solution. We are generally in favor of the proposed development, but
19 troubled by the lack of thought in addressing the overall traffic plan for the area. We
20 urge you not to vacate the road and to encourage Alterra to conduct deeper and more
21 creative planning to benefit Park City residents and visitors.

22
23 Matey and Morgan Hole: "Let's just say no to Alterra's request to relinquish public
24 property and county roadways in the interest of safety for pedestrians, bikers and
25 drivers. Let's just say no to this project because they want to expand their beach! Let's
26 just say no to this project because we've lived here since 1989 and the reason we all
27 moved here it's all but gone! When is enough enough and we say no to the
28 development dollar! Stand up for Park City! That's why you are elected officials."

29
30 Tom Fleeter: "As a property owner in Solamere, I have no way to access Snow Park
31 except to drive to the base area and park. During construction, parking will be limited. A
32 bus route up Solamere drive would be immensely helpful and serve to 1. limit car trips
33 and parking during ski season 2. limit CO2 emissions 3. encourage buy in to the project
34 for those residents of Solamere and the Oaks."

35
36 Tamara Larsen: "On behalf of myself and my family we are greatly supposed against
37 vacating the access to Deer valley loop road. We Own a home right on Deer valley dr N
38 with a beautiful view of Snow Park Lodge and it would greatly impact us functionally and
39 financially. We rent our home throughout the year and it would impact us tremendously.
40 The potential roadway vacation has never been part of any of the approved plans. Deer
41 valley is valuable real estate. They can easily build their base village without it. What
42 Alterra is proposing will significantly change traffic flows directing most of the traffic to
43 Deer Valley Drive North/East. There will also be a much smaller drop off area. A unique

1 feature of Deer Valley is being able to drop off people directly at the base. There
2 appears to be no concern from Alterra for the residents or even the day skiers visiting
3 the resort. We love that we are able to drop off family members at the base. We like
4 walking and biking around the Deer Valley loop. What about emergency access to the
5 base if Alterra creates two dead end roads? It would not be fair for Alterra to receive this
6 valuable land rather than maintaining it as City property to benefit the taxpayers.”

7
8 Danette and Jeffrey Marks: “Our family came to Park City for a ski vacation in 2003 and
9 were immediately smitten. We had visited multiple other ski resorts but knew Park
10 City/Deer Valley was special. We bought our first Park City home, a Foxglove
11 townhome, on that very trip and have loved being part-time residents here for the last
12 nineteen years. We now live in The Oaks and plan to retire full-time here in the very
13 near future. We look forward to an improved Snow Park base area and the many
14 benefits it will provide our community but are extremely concerned that the proposed
15 traffic circulation plan being offered by Alterra is not in the best interests of anyone other
16 than Alterra Corp. Routing all vehicular traffic along DV Drive west will create an
17 untenable situation for local residents as well as day skier drop off. Those of us who live
18 in the area already know we have to plan our day and evenings around avoiding the exit
19 of afternoon skiers and summer concert attendees leaving Snow Park. The proposed
20 plan will make driving, walking and biking in the area dangerous and a place to avoid,
21 rather than a destination. I attended the Planning Commission meeting on February 9.
22 The comment by the traffic consultant to “be patient, hopefully someone will let you in”
23 when asked how residents would exit our neighborhoods was condescending and
24 insulting. Ours are valid questions that deserve real answers. I urge the City Council
25 and Commission to hear the many concerns being expressed by lower Deer Valley
26 residents. The current plan deserves further study and revision to better serve Park City
27 residents and visitors.”

28
29 Craig Uttley: “I am quite surprised at the attempt to close the “loop” on Deer Valley
30 Drive. The residents up where I live all have only one road to evacuate or just come
31 down to Park City. Now all auto traffic would be diverted to this exit road for us. Have
32 you ever seen the traffic after a Deer Valley concert? Doubling the number of cars on
33 our exit road is not feasible. I hope that the city council will listen to reason and vote
34 against this traffic nightmare. I am sure that reasonable changes can be made by
35 Alterra that protect our neighborhood.”

36
37 Allison Kitching, Julie Cowan, and Jennifer Dorsey, on behalf of the Portico Complex:
38 “Our owners at Portico appreciate your dedication to public service. Your roles are
39 critical. You are our voice in the key decisions regarding development in our
40 community. We are writing to express our opposition to the current MPD for Snow Park
41 Village and we strongly object to the ROW Vacation Petition. We look forward to
42 contributing to the public input process to assure the new Deer Valley Village meets the
43 objectives of both Deer Valley and the owners at Portico. Our board president has lived

1 in Park City for 10 years. The development adjacent to our complex is a tangible
2 example of community input guiding the outcome of a project. What started as a request
3 for 17 units was reduced for our neighborhood to 4 homes. The city, the developer and
4 the Rossie Hill residents came together in a good faith effort to strike a compromise.
5 The process took years, and the outcome was acceptable for all. With hard work and
6 patience, we can develop a compromise blending the interests of both Deer Valley and
7 our residents. Community concerns are not fully integrated into the current Deer Valley
8 proposals. The Snow Park Village MPD and ROW Vacation Petition have both set off
9 alarm bells with our owners. Our reasons for opposing the current proposals are
10 extensive. -Deer Valley is proposing two dead-end roads to replace the current Deer
11 Valley Loop. This proposal will disrupt existing traffic flow, restrict access to Deer Valley
12 West and remove access to Deer Valley South. These are all existing taxpayer funded
13 roadways our owners appreciate and fully utilize. Municipal Code 15-6-1 restricts this
14 type of reallocation of the current residential use of Deer Valley Loop for the non-
15 residential use of Deer Valley. -There has been no due diligence to support any
16 changes to Deer Valley Loop. We request Deer Valley set up a mock trial of their
17 proposed traffic flow changes during a summer concert evening and a busy weekend
18 ski day. Once these mock trials occur and the results are shared, we will all have solid
19 information regarding the effects of these proposals. -The Deer Valley funded traffic
20 study is insufficient. The only timeframe studied was President's Weekend in 2020. As
21 we all know many more people live here full-time now compared to February 2020. We
22 also request the inclusion of the summer concert season in any decisions regarding
23 traffic impacts. The traffic study included Deer Valley Loop from the "Y" and around
24 Deer Valley Loop only. Without a comprehensive traffic study which includes the impact
25 on all of Park City, our leaders do not have enough information to make an informed
26 decision. -The South portion of Deer Valley Drive will be taken from our residents and
27 gifted to Deer Valley for their development. Once residents lose Deer Valley Drive
28 South, we will permanently lose our direct access to the base of the mountain by both
29 car and bus. -Traffic flow from Deer Valley East will slow at the proposed turnaround at
30 the top of Deer Valley Drive East. Individuals and shuttles will struggle to drop off skiers
31 and then circle back to cross two lanes of traffic to park. -Deer Valley drive downhill past
32 the "Y" will backup the short distance to the intersection of Sunnyside Drive and Rossie
33 Hill Drive. - Air pollution in our neighborhood will increase with all of the cars stopped on
34 Deer Valley Drive in both the morning and the evening. - Our owners and the entire
35 Rossie Hill neighborhood use this intersection to enter our neighborhood. The Deer
36 Valley plan will exacerbate the existing difficulty of entering Deer Valley Drive from our
37 neighborhood. - If this existing plan is approved, Rossie Hill will likely need a traffic
38 circle or a signal at our intersection to allow residents reasonable access to Deer Valley
39 Drive. -Deer Valley paid parking combined with the additional traffic backup on Deer
40 Valley Drive make our neighborhood an appealing free parking area during ski season,
41 concert nights and mountain biking season. Our city leaders will need to support
42 additional enforcement of resident-only parking to protect our neighborhood. -The
43 assumptions behind the 20% reduction in parking variance requested by Deer Valley

are not supported with evidence. Due diligence has not occurred regarding the reduced parking variance request. Please require Deer Valley survey the current skiers to ask what the impact of the paid parking will have on their parking habits. It is likely the parking lot will fill even with paid parking. Please require Deer Valley to take full accountability for the parking needed to support their employees. Many local people work for Deer Valley and there is no solid plan for where they can park. These employees are not all on a bus line and they currently carpool to work. Deer Valley employees living in the Deer Valley/Old Town neighborhood will not drive to Park City High School or Richardson Flats to take a bus to work. The employees will park at Deer Valley Resort. The overflow parking situation created by the lack of parking for skiers, employees, guests and concert attendees will move into surrounding neighborhoods. Residents will bear the burden of overflow skier and concert parking. -Deer Valley Loop is currently a safe place to walk and bike because bikes and pedestrians are separated. The proposal to combine the existing walking path and bike lane into a multi-use path is dangerous. Our owners utilize the loop for walking and biking. Mountain bikers speed down Deer Valley Loop as fast as the cars. Electric bikes can travel uphill at almost the same speed as the cars. Serious road cyclists will only utilize the loop if they have a separate bike lane. Pedestrians and their dogs currently have a separate lane to assure there is safe place to walk without the fear of a collision. Deer Valley has provided no evidence of any safety benefits of a multi-use path. As it stands, the multi-use path should be rejected immediately. We need to continue with a separate bike lane and pedestrian lane. Municipal Code 15-6-1 supports our owners' concerns regarding the Snow Park MPD and ROW Vacation Petition. I have listed our specific concerns above and we feel 15-6-1 and sections B, D, H, I and J do not align with Deer Valley's current proposals. 15-6-1 Purpose, B. ensure neighborhood Compatibility; D. result in a net positive contribution of amenities to the community; H. provide opportunities for the appropriate redevelopment and reuse of existing Structures/Sites and maintain Compatibility with the surrounding neighborhood; I. protect Residential Uses and residential neighborhoods from the impacts of non-Residential Uses using best practice methods and diligent code enforcement; J. encourage mixed-use, walkable, and sustainable development and redevelopment that provides innovative and energy efficient design, including innovative alternatives to reduce impacts of the automobile on the community."

Sandra Hoeffler: "As a resident and property owner in Lower Deer Valley, I am writing to express my concern about proposed changes to the existing traffic pattern. The current "loop" situation provides an excellent circulation pattern during periods of high use. The plan to create two dead ends on Deer Valley Drive and Deer Valley Drive East, will increase the number of cars so much that it will be very difficult to turn either North or South out of the driveways serving all of the condominiums along Deer Valley Drive East. These include Powder Run, Red Stag, Comstock Lodge, Courcheval, Silver Baron, and the Lodges at Deer Valley. In addition, the homeowners and neighborhoods along Deer Valley Drive North. Queen Esther, Deer Park and Solamare will all be

negatively impacted. Efforts to make the required ingress and egress to these properties will only result in bigger traffic jams. Although I am not opposed to development of the parking lots at Snow Park, it is my understanding that vacating the right of way in front of Snow Park Lodge was never part of the original entitlements, even if in exchange for right of way along Doe Park. According to Resolution No. 8-98, "the City may generally find "good cause" when a proposal demonstrates a "net tangible benefit" to the immediate neighborhood and the City as a whole. How does this traffic change benefit the neighborhood or the City? The proposed traffic change serves no one's interest except the developer. Please use your vote to deny the traffic change as part of the approvals for new development at Snow Park. We have never received any communication from Alterra regarding the proposed development or the traffic/parking changes. Our only knowledge of the project has come from the City's notification of hearings, the Park Record, and other neighbors. There has been zero community outreach from the developer."

Mark Duross, Steve Aucamp, and Scott Martin, Daystar HOA Board: "This notification is to formally establish the Daystars HOA's position with regard to the Deer Valley Development Company, Inc. proposed modification – General: The Daystar HOA and its board members do not oppose the Deer Valley Development Company proposed development in concept. However, Daystar does oppose the proposed changes to the roadway system and traffic patterns. - Vacation of the southern portion of Deer Valley Drive South in front of Snow Park Lodge: We do not oppose the vacation of this sect of roadway. We would recommend that further consideration be given to maintain this section of roadway as an underground drop-off area below the proposed expansion. - Establishment of a ROW at Doe Pass Road: We do not oppose the transference of the ROW from Deer Valley Drive South to Doe Pass Road. However, we believe a looped roadway system should be maintained and not solely dedicated to mass transit. We also have concern for our fellow HOA located along Doe Pass Road and the increase in traffic for them. - Changes to the existing traffic patterns of Deer Valley Drive West: We support a dedicated transit lane along Deer Valley Drive West. We do not support the elimination of private vehicles on Deer Valley Drive West. We do not support the proposed gated dead-end roadway along Deer Valley Drive West. We recommend that further consideration be given to developing a one-way looped roadway system. Developing a one-way looped roadway system in a counterclockwise direction will eliminate lefthand turns at the "Y" coming into lower Deer Valley. We recommend loading the proposed parking structures from the most direct route which is along Deer Valley Drive West. - Changes to the existing traffic patterns of Deer Valley Drive North: We find the report is flawed because it does not address the residents of Deer Valley Drive North and the impacts the proposed roadway system will have. We do not support a dead-end street that is made up of Deer Valley Drive North and Deer Valley Drive East. We recommend that a looped roadway system be maintained and suggest that a one-way road system be investigated. We support in concept a dedicated traffic lane to mass transit and shuttle bus service. The Daystar property directly abuts Deer Valley

1 Drive North. We would be willing to work with the Planning Commission and its staff to
2 enhance the bus route, walking paths, bike lanes and bus stops or bus pull outs along
3 Deer Valley Drive North that abut our property. We would be in favor of bus pullouts
4 that get the buses and shuttle services out of the flows of traffic along the northern side
5 of Deer Valley. We do not support the proposed traffic pattern changes to Deer Valley
6 Drive North. The proposed roadway system will force all private vehicles to make a left
7 hand turn at "Y" intersection. This will likely cause additional traffic delays and potential
8 accidents with buses and shuttle services. We recommend a counterclockwise one-
9 way looped roadway system be investigated. We do not support a signalized
10 intersection at the "Y" intersection. We believe a free flow counterclockwise one-way
11 roadway system that eliminates lefthand turns and minimizes the need for vehicles to
12 stop would be favorable. We recommend that a dedicated right turn lane be investigated
13 at the "Y" intersection instead of a signal that would allow traffic to free flow toward the
14 circle intersection at Marsac Ave. The report and proposed traffic pattern fails to
15 address the left hand turn onto Amber Road for access to the Pinnacles and Daystar.
16 The left hand onto Amber Road is within a 150' of the "Y" intersection. A signalized
17 intersection at the "Y" would make the left-hand turn onto Amber Road nearly
18 impossible because of the traffic queued at the light. The impact of this movement has
19 not been addressed in the proposal or report. We oppose the addition of 166% more
20 traffic to Deer Valley North and East. This additional traffic will adversely affect our
21 property values by having more cars waiting to exit Deer Valley and idling directly in
22 front of our property. Currently, we see wait times of 15-30 minutes along Deer Valley
23 Drive North between the hours of 3:30 – 5:00 pm during ski season and concerts and
24 special events. The addition of 166% more traffic will only make the wait time worse.
25 Level of Service (LOS) figure 6 – "The following table indicates the roadway volumes
26 and intersection Level of Service (LOS) under existing conditions and with the project
27 and proposed travel pattern changes during peak hours." The LOS Table does not
28 address the LOS during the critical peak hours. Traffic backs up and sits on Deer Valley
29 North for 15 -30 minutes at a minimum. The LOS at these times we would consider to
30 be a LOS of "F". The proposed roadway system does not attempt to mitigate an
31 extremely poor level of service on this section of road and ignores the fact it will become
32 worse. We recommend that additional studies be conducted to address the issue of
33 traffic grid lock along Deer Valley Drive North. The report only mentions the left hand
34 turn onto Solamere Drive as "the most significant delay will be a left turn out of
35 Solamere Drive". The addition of 166% more traffic will make this situation worse.
36 Currently, during peak hours, concerts and traffic gridlock, vehicles attempt to bypass
37 the standstill issue by speeding down Amber Road from Solamere Drive through the
38 Daystar and Pinnacles neighborhoods. This behavior puts residents, children, and pets
39 at risk of being hit by speeding cars. Pushing all the traffic onto Deer Valley North and
40 East will only make this worse. We recommend that the report address this issue.
41 Daystar and the Pinnacles have begun conversations to gate off our communities to
42 discourage vehicles from speeding through our residential neighborhoods as a
43 mitigation measure to the proposed roadway system. - Changes to the existing traffic

1 patterns of Deer Valley Drive East: We do not support a dead-end street that is made
2 up of Deer Valley Drive North and Deer Valley Drive East or the idea of adding 166%
3 more traffic along the east side. We recommend that a looped roadway system be
4 maintained and suggest that a one-way road system be investigated. We support in
5 concept a dedicated traffic lane to mass transit and shuttle bus service along the
6 eastern edge of DV. We recommend that parking structures be “unloaded” to the east
7 along Deer Valley Drive East and exit along Deer Valley Drive North in a
8 counterclockwise direction to eliminate lefthand turns. - Reduction of off-street parking
9 stalls: We are not opposed to the concept of a reduction of off-street parking. The
10 reduction of off-street parking will likely force private vehicle owners to search for off
11 street parking in our neighborhoods. Daystar and the Pinnacles have begun
12 conversations to gate off our communities to discourage vehicles from parking in our
13 neighborhoods as a mitigation measure to the proposed off street parking reduction.
14 We recommend that the new parking structures be established on a reservation system
15 to discourage private vehicles from coming into Deer Valley and ‘searching’ for an open
16 space. Instead, we suggest to encourage people without a reservation for a parking
17 space in Deer Valley to go directly to the China Bridge parking structure or the high
18 school to utilize mass transit to access DV on the dedicated mass transit road / lane. –
19 Other: We feel that most of the grid lock is caused downstream of Deer Valley at two
20 intersections; Bonanza and Kearns. • We recommend that a dedicated free flow
21 righthand turn lane be established at the intersection of Bonanza Drive and Deer Valley
22 Drive to aid in the movement of traffic toward Highway 189 / US 40. • We recommend
23 that Bonanza Drive be widened to two lanes in the North bound direction to aid in the
24 flow of traffic toward Highway 189 / US 40 • We recommend that a dedicated free flow
25 righthand turn lane be established at the intersection of Bonanza Drive and Kearns
26 Blvd. to aid in the movement of traffic toward Highway 189 / US 40. The report and
27 proposal does not address the increase in construction traffic that will likely be present
28 for 2-3 years. We would anticipate approximately 300 construction workers during this
29 time frame and associated construction vehicles and trucks. We recommend this be
30 addressed and mitigation measures be put in place prior to any approvals. We
31 recommend that hours of construction be addressed prior to the start of work.”
32

33 Karl Marzec: “I own 418 Centennial Circle in American Flag. My parents built this house
34 in 1989. We have been skiing at Deer Valley for decades and now my two daughters 5
35 and 2 (Hayden and Caroline) are learning to ski on the DV bunny slope. My
36 grandmother often picks up my girls after their lessons using the existing DV traffic loop.
37 It is very convenient when we come down off of Royal Street. I understand Alterra wants
38 to change traffic flows at the base and making DV drive into a dead end where currently
39 you can drive up to the loop. This would cause a huge inconvenience and traffic delays.
40 This new proposal will affect all of the residents who use Royal st to get into town and
41 who want access to the base of Deer Valley. Alterra has plenty of room to build there
42 base without this land. Please keep this land part of the city so that the Taxpayers are
43 not negatively affected.”

Victoria Callen: "I am writing to express my concerns regarding the Alterra request to vacate a significant portion of Deer Valley Drive for their project and reroute traffic. I would like my comments to part of the public record. My overall concern is that it is in violation of Municipal Code 15-6-1 (Amended by Ord 10/01/2020) PROTECT "RESIDENTIAL USES" AND RESIDENTIAL NEIGHBORHOODS FROM IMPACTS OF "NON-RESIDENTIAL USES" USING BEST PRACTICES METHODS AND DILIGENT CODE ENFORCEMENT All of the benefits of this project (as presented) go to Alterra Corp. Alterra Corp. will gain extremely valuable real estate at the base of the resort. My further concerns and comments are organized below as 1) lack of transparency and following prescribed process; 2) traffic impacts along Deer Valley Drive North and East; 3) increase in carbon pollution; 4) handicap access; 5) remaining unknowns and most importantly 6) safety. Lack of transparency and following the prescribed process Deer Valley Resort was issued a permit in 1977 for a Master Planned Development (MPD) which included developing the Snow Park Village parking lots. The MPD has been amended 12 times, 45 years have passed, and Alterra Mountain Company now owns the resort. Alterra is requesting to begin this project with "no variances" in terms of density and building heights. Asking the City to vacate a portion of the road is a major variance. It has not been approved as part of the plans. It has not been a part of the Alterra or city messaging about the project. This seems like a bait and switch and is not the action of a good neighbor or business. Traffic impacts along Deer Valley Drive North and East. All neighborhoods along Deer Valley Drive North and East will have significant traffic impacts. By closing the loop, Alterra would direct 70% of the traffic onto Deer Valley Drive East. With the additional development, the Fehr Peers report projects 650 additional cars in the morning on DV Drive East and 720 additional cars in the afternoon on a Saturday during ski season. That more than doubles the current amount of traffic. It is 0.5 miles from the "Y" (near the grocery store) to Snow Park Lodge with 8 curb cuts (ingress/egress). It is 1.2 miles to Snow Park Lodge on Deer Valley Drive East, more than double the distance with 18 curb cuts, affecting more the 1000 residents in the neighborhoods. By closing the loop and changing the traffic flow, Alterra's proposal adversely affects many residents and they have not proposed any viable means to mitigate the impact to the residents. The cars and vans going to Snow Park from Amber Rd, Solamere Drive, Queen Esther Drive, the Lodges at Deer Valley and Silver Baron Lodge will all need to make a left-hand turn over two lanes of traffic to get into the lane going to Snow Park, with over double the cars in the morning. Returning from Snow Park, these cars and vans will be making a right-hand turn from the center lane and across the bus lane in order to get into their streets/communities. This is not safe and may not be legal. Upper Deer Valley/Royal Street residents will now need to travel approximately 1.6 miles to get to Snow Park Lodge from Deer Valley Drive West. Today that is .2 miles. The current drop-off area directly at the base of Snow Park works extremely well. There is plenty of room for skier drop off and pick up as well as for the shuttles from the surrounding communities and hotels. Shuttles reduce traffic. Currently, the drop-off area is wide enough for 6 lanes of traffic and there is an additional area for thru traffic next to the bus stop. If part of the road is vacated,

1 Alterra's proposed drop-off area would only be 3 lanes wide. If the road is vacated, cars
2 would take Deer Valley Drive East to drop people off and then must turn around and will
3 have to cross the drop-off traffic with a left-hand turn to enter the garages. A traffic light
4 at Deer Valley Drive East and Doe Pass Road to prioritize buses leaving the transit
5 center will slow the traffic trying to get into the parking garages, making it worse than
6 today. The current bus system works well and many residents and visitors rely on it. If
7 most buses start using the dedicated bus lane, then some riders will need to cross three
8 lanes of traffic to access the bus stops with more frequent buses and may have a longer
9 ride to get to their destination. This does not encourage the use of public transit. Carbon
10 pollution: By changing the traffic flow as above, the "Carbon Pollution" in the area will
11 more than double. Air pollution is known to increase mortality and hospitalizations.
12 Increased rates of stroke, heart attack, and premature births are observed during times
13 of high pollution. Handicap Access: If the road is vacated per Alterra's plans, there
14 would no longer be space for handicapped parking at the Snow Park base where it is
15 currently located. Disabled skiers would need to park in the garages in the designated
16 handicapped spaces by the elevators. Remaining Unknowns: If the City "Abandons" a
17 part of Deer Valley Drive West, what compensation do the Taxpayers receive? Parking
18 lot #5 has not been defined as to its "future". We must know this plan before any
19 approvals are given. What will the 20,000 square foot "Event Center" be used for and
20 how will it contribute to traffic and safety issues? What is the time specific plan for
21 workforce housing with transit for the workers. With the new plan, it will need
22 approximately 500-700 more workers. What is the time specific" plan for "Fire
23 Mitigation" for the area? Safety: Pedestrians will now need to cross three lanes of traffic
24 to get to some bus stops. Alterra mentioned that there may be express buses that do
25 not stop. This is a big safety issue. Currently, emergency vehicles park at the top of the
26 Deer Valley loop right in front of Snow Park to easily access injured skiers in the winter
27 and injured bikers in the summer. Alterra's new plan creates two dead-end roads with
28 an emergency access across the ski beach and plaza. This seems to mean that
29 emergency vehicles will need to cross a pedestrian area. This does not seem safe.
30 Marsac is sometimes closed in the winter. Cars will need to be diverted to Royal Street.
31 The cars would no longer be able to turn right and drive around the loop under the
32 Alterra plan. Instead, these cars would end up in the middle of all the buses turning into
33 the transit station on Doe Pass Road. Sidewalks will now become "walk/bike" paths.
34 Many residents and visitors prefer to have dedicated walking and/or cycling paths.
35 Individuals pushing baby strollers and older residents use the sidewalks around the
36 loop. Bike paths on the roads will be eliminated which seems to be against Park City's
37 desire to promote alternative forms of transportation. This is clearly a safety issue.
38 The cars and vans going to Snow Park from Amber Rd, Solamere Drive, Queen Esther
39 Drive, the Lodges at Deer Valley and Silver Baron Lodge will all need to make a left-
40 hand turn over two lanes of traffic to get into the lane going to Snow Park, with over
41 double the cars in the morning. Returning from Snow Park, these cars and vans will be
42 making a right-hand turn from the center lane and across the bus lane in order to get
43 into their streets/communities. This is not safe and may not be legal. The neighborhood

1 is changing in Lower Deer Valley with young children in the neighborhoods and a
2 number of School Buses moving through in the morning and afternoons. We need to
3 address the obvious safety issues closely. I am enthusiastic about many aspects of the
4 proposed development including restaurants that will be within walking distance from
5 my home. Alterra has other options for this project including a bridge over the current
6 loading-unloading area.”

7
8 Tracy Stein: “I am writing to you in opposition to the plan submitted by Alterra to vacate
9 a portion of the Deer Valley Loop, which will contort traffic flow around Snow Park and
10 make the drop off of skiers more difficult and unpleasant and increase traffic and
11 parking up Royal Street. Alterra wants this extremely valuable real estate, but they can
12 easily build their base village without it. What Alterra is proposing will significantly
13 change traffic flow, directing most of the traffic to Deer Valley Drive North/East.
14 Alterra shows no concern for the inconvenience to neighboring residents nor those
15 dropping off day skiers visiting the resort. The resulting much smaller drop off area at
16 Snow Park will eliminate a very attractive feature of the ski resort. The proposed
17 vacating of roadway has never been part of any of the approved plans and I believe it
18 should this should not be approved now. Please don’t choose to take away part of what
19 makes this such a wonderful place to live.”

20
21 Tammy Datwyler: “I am writing to express our family’s opposition to the traffic system
22 aspect of Alterra’s plan to reconstruct the Deer Valley Snow Park ski area, which plans
23 include the construction of a large parking garage and major changes to the traffic flow
24 in and out of that area, including along Deer Valley Drive West. In short, the proposed
25 plan will wreak havoc on residents in neighborhoods along Royal St., including
26 American Flag on Centennial circle where our residence is located. The traffic flow plan
27 is short-sighted, ignores the issues with the current traffic flow patterns in that area, fails
28 to solve those issues, and creates significantly greater issues. Among other things, the
29 proposed plan: • Will deprive Royal St. residents of the easy access we currently enjoy
30 to Snow Park, by turning right off of Royal St. onto Deer Valley Drive West, to drive 0.2
31 miles to drop off and pick up skiers and/or ski equipment, obtain lift tickets, shop in the
32 stores or go to the St. Regis, and then be able to return home along the same 0.2 mile
33 stretch of that street. Under the proposed plan, Royal St. residents wanting access to
34 the Snow Park area will be swept up in the proposed traffic flow and have to drive all the
35 way around the Deer Valley Drive loop and be stuck in traffic the entire additional 1.6
36 miles. • Will cause non-residents to drive up Royal St. and park in our neighborhoods,
37 illegally using our private ski access easements, because those skiers will not want to
38 sit in the traffic jam that will be created by the proposed plan’s new traffic system. The
39 plan should include a guard gate at the bottom of Royal St. to prevent non-resident
40 access to preserve our privacy. • Will not allow Royal St. residents an easy way to get
41 out of Deer Valley because they will be fighting oncoming traffic to turn left onto Deer
42 Valley Drive West to head toward Park City; residents will (again) be forced to turn right
43 and take the 1.6 mile loop in ski traffic. This adversely affects residents commuting to

1 work, running errands, etc. • Lacks the use of roundabouts in critical locations, that
2 would ease traffic flow and make the proposed system much more efficient.
3 Roundabouts should be constructed at the vortex of the loop (near the Deer Valley
4 Café), at the bottom of Royal St., at the proposed intersection of Deer Valley Drive West
5 and the new road leading to the garage, and at other entrances/exits to/from the
6 garage (e.g., the service entrance). • Lacks other traffic control devices, which will result
7 in traffic jams worse than what currently exist. • Should also include a new, separate
8 road off of Royal St., just before it meets Deer Valley Drive West, to provide private
9 access from Royal St. onto Deer Valley Drive West, to allow residents to maintain their
10 current access to the Snow Park area. This will relieve traffic flow for the rest of the
11 system. • Should also include a turnaround (circle) at the end of Deer Valley Drive West
12 for residents to easily turn around and return to Royal St. and their neighborhood. The
13 plan proposed by Alterra may technically comply with emergency access code
14 requirements but if there are traffic congestion issues that complicate emergency
15 services access for security, police, fire and ambulance, response times could increase
16 significantly. We believe this change to the transportation plan for Snow Park Lodge and
17 surrounding neighborhoods is short sighted and is not in the interest of the city, Deer
18 Valley, property owners, and the community at large.”
19

20 Walt Syzonenko & Jeanne Taylor: “We are writing to you in advance of the joint meeting
21 of the City Council and the City Planning Commission on March 15 to discuss the traffic
22 proposal by Alterra in regards to the Snow Park project. As residents and homeowners
23 in the affected portion of lower Deer Valley, we feel positive about the pending
24 development project, yet very dismayed about the poor traffic planning proposed by
25 Alterra Corp. as part of the Snow Park project. They clearly are not familiar with the
26 dysfunction in traffic patterns they have proposed, which will have a serious negative
27 impact on the quality of life and property values of the Lower Deer Valley
28 neighborhoods and all our residents. As the project stands now, all of the benefits of this
29 project go to Alterra Corp. with no concern to traffic impacts to the neighborhoods along
30 Deer Valley Drive East. One of our major concerns is future fire safety. We have one
31 way in and out of our neighborhoods, Deer Valley Loop. If we were threatened with a
32 fire and needed to evacuate our homes for safety, the proposed reduction of available
33 street for cars would create a terrible traffic jam and threaten our families in the event of
34 a fire. Fire trucks may not be able to serve our area in a timely fashion due to the
35 horrible traffic congestion the proposed changes to Deer Valley Drive would cause.
36 One possible solution would be to build another road out of Lower Deer Valley, down to
37 Prospector or Highway 40. As avid walkers and cyclists, we are concerned for the
38 safety of all our residents and visitors on Deer Valley Drive, as the plan will eliminate
39 dedicated bike and pedestrian paths. Instead, Alterra plans on creating multi-use paths
40 for all alternative forms of transportation and leisure. Clearly a Safety issue.
41 Furthermore, the proposed street layout will force pedestrians and those using City
42 Buses, to cross three lanes of traffic to cross to the south side of DV drive East.
43 Another grave safety issue. Speaking of buses, the Alterra plan will destroy a bus

1 system that runs very well today and replace it with one that is questionable and does
2 not protect the neighborhoods. Currently buses run both ways picking up and
3 discharging passengers around the circle stopping within 100 feet of the proposed new
4 Carpenter Lift loading station. If we want to encourage bus ridership, this does it. The
5 Alterra proposal drops them off at the opposite end of the proposed garage facility,
6 forcing passengers to walk past the new village restaurants and shops, a long walk with
7 visitors carrying their equipment. As for traffic, there are several issues with the Alterra
8 proposal. 1. What happens when Marsac is closed in the winter? Cars will need to be
9 diverted to Royal Street, in the middle of all the buses that run to DV in that direction
10 under the Alterra plan. 2. It is projected that the plan will add 1000 additional cars in the
11 morning on DV drive East and another 1000 additional cars in the afternoon. The cars
12 and vans going to Snow Park from Amber Rd, Solamere Drive, Queen Ester Drive, the
13 Lodges at Deer Valley and Silver Baron Lodge will all need to make a left-hand turn and
14 over two lanes of traffic to get into the lane going to Snow Park, with over 1,000
15 additional cars coming in the morning. Returning from Snow Park, these cars and vans
16 will be making a right- hand turn from the center lane, over the bus lane in order to get
17 into their street. This is not safe and probably is not legal. 3. Upper Deer Valley/Royal
18 Street residents will now need to travel approximately 1.6 miles to get to Snow Park
19 Lodge from Deer Valley Drive West in a traffic jam. Today that is .2 miles. This will also
20 include a left-hand turn across all the incoming Bus traffic. I urge you to require Alterra
21 Corp. to return to the drawing board and make changes to their proposal that would
22 incorporate maintaining an intact Deer Valley Drive loop to preserve the lifestyle and
23 community benefits that we all share and enjoy in Park City.”

24
25 Steve and Liza Starr: “We are writing to urge you to save the Deer Valley Loop and
26 preserve the access on both sides as a benefit to the taxpayers — this is city property
27 and should remain so. We have owned our property (off the Deer Valley Loop) for
28 almost 17 years and have enjoyed walking and biking the loop in the summer, as well
29 as the ease of access the loop provides when dropping off and picking up family
30 members at the resort in the winter. We feel it would be highly unfair to taxpayers for
31 Alterra to receive this valuable land for their use, essentially cutting off full access to the
32 loop and creating two dead-ends. Allowing Alterra to close off the loop will put
33 significantly more traffic on Deer Valley Drive East (the proposed "drop off" side),
34 creating a bottleneck during the ski season and again when the resort hosts its summer
35 concert series. Sadly, this will become a less pedestrian-and-bicycle-friendly area for
36 those wishing to enjoy the relative peace and beauty of this outdoor space. Deer Valley
37 Drive East has already experienced increased traffic, with St. Regis using the entrance
38 to Deer Crest for much of its traffic. It would be equally unfair to owners on the west side
39 if that were the proposed "drop off" zone. We appeal to you to maintain access to the
40 entire Deer Valley Drive loop as initially planned and intended. There is no sufficient
41 justification to transfer this valuable property (which Deer Valley already uses for free) to
42 Alterra for their proposed purposes, thus creating a busier and less-functional traffic flow
43 for residents, homeowners, and visitors.”

1 Jay and Sheri Shepherd: "We are writing to request that you do not approve the
2 proposed Deer Valley expansion plan as currently envisioned. We listened to the Alterra
3 presentation about the plan and reviewed the plan in detail. The initial plan is poorly
4 designed, unnecessarily complicated, will materially increase traffic, negatively impact
5 the surrounding residential communities, and increase pollution. There are many
6 reasons the plan needs to be revised: • Bifurcating traffic flows and mixing
7 counterclockwise and clockwise moving traffic will create more problems than it solves
8 and add to the already bad traffic situation in and around town • A materially larger
9 number of cars will have to travel farther to get to the Snow Park Lodge on Deer Valley
10 Drive than they do now. The traffic and noise will impact all of the surrounding
11 communities, it will materially increase pollution and the carbon footprint, negating a key
12 objective of utilizing public transportation, it will also make it harder for local residents to
13 reach the resort • The current public transportation system/bus routes work well and
14 complement the traffic flows; why should this arrangement be contorted to
15 accommodate a flawed plan? We understand that the resort wants to expand and
16 increase the amenities offered. However, this should be done in a thoughtful,
17 responsible way that will improve the experience of those using the resort as well as
18 protecting the interests and quality of life of the surrounding neighborhoods and broader
19 community. Alterra should revise its plan to, among other things, maintain the more
20 efficient counter-clockwise traffic flow to and around the resort and incorporate the
21 existing public transportation routes. It should also scale the plan back significantly
22 given the limited access to the site and to minimize the negative impacts on the
23 surrounding community. With some creative revisions, Alterra should be able to achieve
24 its objectives without having the community bear all of costs."

25
26 Scott Martin: "The Daystar board is in favor of the Snow Park Development. However,
27 we have major concerns about the proposed roadway system. The proposed roads will
28 place almost all the traffic on the north and east sides of Lower Deer Valley. I'm aware
29 Alterra is saying they want the guests to experience the views but we feel this is just an
30 excuse to allow a bigger "beach"/development on the west side (per the attached
31 sketch). In addition, I believe the proposed road system will eliminate public transit on
32 the north and east side of DV. I believe a one way loop road in DV would help. This
33 would eliminate all left turns and allow free flow of traffic. It would also cut 50% of the
34 proposed traffic on the north and east sides of DV. It would maintain the current public
35 bus routes. I believe loading the parking structures on the west side and exiting them to
36 the east is the correct approach. Daystar is interested in an improved bus stop near our
37 property with a turn out / pull out lane for the buses to get them out of traffic. We would
38 be willing to work with the city and developers to explore the options and
39 enhancements. We don't want to lose the transit on our side of DV and we don't want
40 the traffic to increase on our sides by 50% or more. My background is as an architect,
41 and I have worked on some large projects involving large buildings and loop roadways."

1 Amrit Nagpal: "I am a second-generation homeowner in Solamere and have been
2 enjoying Park City & Deer Valley with my family for roughly 35 years. We recognize the
3 benefits from the expansion of both the town and the local ski resorts. Development,
4 done well, can enhance the greater good. However, I am deeply troubled by the Alterra
5 proposal to re-route traffic onto Deer Valley Drive East for day skiers at DV and would
6 like to register my opposition to this proposal. 1. Traffic will worsen, not improve:
7 Alterra's proposed traffic re-routing and underground garages will lead to more
8 congestion because (1) the underground lots are not interconnected, which will
9 drive daily chaos and (2) paid parking will slow ingress/egress with payment collection/
10 verification 2. Many more neighborhoods/homes would be negatively affected: Alterra's
11 proposal more than doubles the travel distance to Snow Park, and more than doubles
12 the egress/ingress along the rerouting. As a result (1) significantly more homes &
13 residents will be negatively affected by traffic and (2) rerouting traffic towards many
14 more driveways and homes will actually result in more traffic as homeowners would use
15 the same roadway as day skiers 3. The proposal only benefits Alterra & neighbor
16 concerns have been ignored: Alterra's proposal is designed to maximize development
17 flexibility, with little regard for neighbor impact. Alterra has not proposed any substantive
18 modifications despite neighbor feedback. Instead of compromise, representatives offer
19 vague assurances and contrived studies (which defy commonsense) 4. Alterra has
20 been deceptive: Alterra has been deceptive regarding the rationale for the re-route
21 proposal. Representatives initially cited an enhanced view of the mountain from the
22 Deer Valley East approach as a key benefit. Alterra subsequently stated grade
23 conditions require garage entry from the east. However, Alterra later conceded that
24 there are, in fact, garage entrances on Deer Valley West. Alterra is asking for a
25 wholesale re-routing of the major conduit into Deer Valley without being transparent
26 about the ultimate segregation of traffic and garage access. I strongly urge you to
27 consider opposing the proposed reroute. Moreover, I hope you will consider forcing
28 Alterra to genuinely partner with the neighbors and broader PLANNING
29 COMMISSION/DV community to develop a project which considers the needs of all
30 constituents comprehensively. Thank you for your consideration."

31
32 Lenny and Jill Feinberg: "I am writing to let you know my wife and I strongly oppose the
33 plan we saw submitted by Alterra to reconstruct Snow Park at Deer Valley. I understand
34 the developers have certain grandfathered rights. I didn't know that included existing
35 residents giving up ours. Residents are being asked to contribute to the financial
36 success of Alterra Mountain Company. This plan is so aggressive I have to believe its
37 submission is an attempt by the developer to force a compromise of sorts. Their plan
38 goes well beyond maximizing existing conditions. Their plan creates new conditions that
39 are being forced upon us. Have traffic studies been done? Which ones and by who? I
40 did not see them included. Park City needs to stand up and make demands on Alterra
41 regarding the safety and convenience of its residents. Park City should not allow Alterra
42 to make demands on us."

1 Claudia and John Malitz: "As property owners in The Oaks and having purchased our
2 home to accommodate our family of 16 skiers, we have serious concerns about
3 proposed traffic plans with the construction of the new Deer Valley Plaza. While we are
4 certain the new plaza will be beautiful and a much more pleasing gateway to Deer
5 Valley, rerouting virtually all traffic onto Deer Valley East for both ingress and egress
6 fails to meet the Municipal Code 15-6-1 requirement of protecting "residential use" from
7 the impact of "non-residential" uses. It is essential that the city resolve the traffic pinch
8 points from the "Y" to the roundabout and on Bonanza Dr. It is also essential that high
9 traffic loads be shared between Deer Valley West and Deer Valley East to help reduce
10 the negative impact on adjacent neighborhoods. Clearly, the implementation of the
11 multi-mountain passes by both Alterra and Vail Mountain have impacted Park City traffic
12 dramatically the past several years. It is apparent all over town! We certainly notice as
13 we shuttle grandchildren to and from ski school. Traffic has made it impossible to leave
14 our neighborhood to go out to an early dinner or to make an afternoon grocery run!
15 Redirecting significant traffic onto Deer Valley East will only exacerbate the problem.
16 Allowing a plan where neighborhood residents must rely on kind drivers in heavy traffic
17 to "let them in" in order to exit the neighborhood is short-sighted! Providing shuttle
18 service from the neighborhoods impacted by the traffic redesign to Snow Park would
19 alleviate some traffic, ease accessibility for those neighbors, freeing up much needed
20 parking spaces and serve the city's goal of encouraging mass transit in lieu of private
21 vehicles. Ours is a residential neighborhood and not all traffic to and from The Oaks is
22 directed at Snow Park. School buses traveling to and from the neighborhood experience
23 serious delays. The new traffic plan will worsen the problem. In the unfortunate event
24 that an ambulance is needed in the neighborhood, the expected traffic will impede their
25 access to the neighborhood and to the hospital. This is just not safe! We are among the
26 mature neighbors who enjoy both skiing Deer Valley and using the walking paths
27 around the lakes. Crossing from Solamere on foot to the path will become seriously
28 hazardous! The proposal to share the path with bikers creates an unsafe situation,
29 effectively eliminating the path as a walking trail for us. Fast moving bikes vs. slow
30 pedestrians is no match!...if we could even get to the path with the proposed traffic
31 pattern. We believe it is essential that Deer Valley West and East share the traffic
32 impact of the new development and that the traffic loop remain viable. If traffic issues
33 can be mitigated, the redevelopment plan can be incredible!"

34
35 Michael and Alicia Butt: "Here are some thoughts I believe need to be addressed before
36 proceeding with the Snow Park redevelopment. 1. How do we eliminate non-resident
37 access to Royal street and stopping the idea of people parking along Royal Street. 2.
38 We just added back bus access to Royal Street. As we have just demonstrated, bus
39 availability needs to stay active on Royal Street. 3. We used to live in the Lofts just past
40 the roundabout and every day we would hear multiple emergency vehicles drive down
41 DV Drive. Will there be emergency vehicle lanes to accommodate these situations?
42 What do we do if we actually have to evacuate everyone in the event of a forest fire.

1 Will there be enough traffic lanes and flow? We are also not including any increase in
2 Epic passes from PCMR traffic.”

3
4 Larry Clemmensen: “I live in the American Flag development on Centennial Circle. I
5 have owned my home for over 15 years. For many years I have looked forward to the
6 redevelopment and expansion of the base at Snow Park. I recently saw the Alterra
7 Mountain Company expansion application and, in particular, the proposed traffic
8 rerouting. I am dismayed that the Planning Commission and council would consider
9 these changes. By now I am sure that you have heard from enough people that you are
10 familiar with the proposal. The proposal dead-ends Deer Valley West at Royal street
11 and donates the land between Royal Street and the current Snow Park ski drop-off to
12 Alterra. This plan is fundamentally flawed and should be rejected. Among the
13 deficiencies are the following: 1. Traffic coming down Royal Street toward Deer Valley
14 drive currently enjoys easy right turn access to the Snow Park drop off or a left turn onto
15 Deer Valley drive heading toward Park City. Under the proposed plan there will be no
16 right turn capability and a left turn will be problematic due to the heavy traffic exiting the
17 new parking/drop off area. 2. At a recent meeting Alterra representatives stated that
18 they expected the traffic count accessing Snow Park would increase by 1000 vehicles in
19 the morning and the evening! They also stated that the new parking capacity will be
20 20% LESS than current capacity. Apparently they are anticipating that charging for
21 parking will result in fewer vehicles seeking parking spots. Instead the increase in flow
22 will be primarily vehicles dropping off or picking up skiers. This increase will absolutely
23 jam the proposed loop system and make it unsafe for pedestrian traffic. 3. Individuals
24 paying \$225 a day for a lift ticket will hardly be discouraged by a \$20 parking charge.
25 The plan must provide for additional parking. 4. At a minimum this plan needs to provide
26 residents that live along Royal Street with private access so that they maintain their
27 current home access. City official's primary responsibility should be to protect the
28 interests of their electorate. This proposal contradicts that responsibility for many Park
29 City residents. The primary benefit from this proposal goes to Alterra who receives as a
30 donation the valuable property underlying Deer Valley West from the intersection of
31 Royal Street to the current Snow Park base.”

32
33 Stacey and Steven Rauch: “We are 17-year residents of Lower Deer Valley writing to
34 express our OPPOSITON to Alterra’s request to the city to abandon the public road
35 section of Deer Valley Drive. The Deer Valley Drive Loop (east and west) is a key
36 artery, in some cases the only artery, for hundreds of Lower Deer Valley residents 365
37 days of the year. Consideration must be given to traffic flow and safety issues -
38 emergency vehicle access, evacuation routes - and not just simply reimagining DV
39 Drive as an entrance to the resort. The proposed scheme to abandon the public road
40 section of Deer Valley Drive is at best, UNPROVEN and at worst, IRREVERSIBLE. It is
41 predicated on a set of assumptions – eg, car traffic, public transportation usage, new
42 development capacity and requirements and traffic models that fail to look any further
43 than the “Y” intersection of Deer Valley Drive East and West. We are all too familiar with

the back-ups that occur to the Marsac rotary and beyond to the 224 and 248 intersections, yet none of these intersections were included in the traffic simulations or models. The traffic consultant did suggest to the Planning Commission at the meeting on Feb 9, that “F” rated intersections throughout Park City will remain so under this new scheme. The proposed plan models a 3x increase of vehicle traffic on Deer Valley Drive East. For those who live off Solamere Drive or Queen Esther, the challenge of turning in or out of these roads remains unaddressed. Drivers turning to head east will be required to turn past two lanes of opposing traffic, one dedicated to buses and one for cars. Drivers heading west from the resort will be required to turn past a dedicated bus lane. The traffic consultant acknowledged this would be difficult yet could only suggest we “sit patiently and wait for someone to be nice and allow us to enter.” Further, resident traffic patterns are not only about heading to or from the resort. Today, on days when cars are allowed to park around the Deer Valley Loop, visibility, given the curvature of the road, is severely hampered when trying to make a left-hand turn onto Solamere Drive. Imagine what this will be like in the afternoons as two lanes of traffic are heading west and residents are trying to make left turns in. Models are built on assumptions, giving a false impression of accuracy, and this proposal is full of numbers that should be thoughtfully and transparently reviewed and challenged. For example, 1. Day skier demand numbers – what historical and forecast data sets have been used? How has peak demand been factored into the vehicle assumptions? How would potential changes and demand for the ski pass products influence the forecast? 2. Public transportation usage – what level of increase of ridership is implied in the model? What assumptions are being made about off-site parking (location and capacity) for the increased public transportation ridership? 3. New development requirements and capacity – what are the assumed vehicular and parking requirements associated with the hotels, condos, and other new Snow Park amenities? What are the assumed capacities, vehicular and parking requirements for the yet defined “Event Center” and “Lot 5”? 4. Other transportation providers – have shuttle services and other modes of transportation (vehicles that provide drop off but do not require parking spaces) been factored into the traffic flow models? Additionally, several residents have raised questions about the environmental impact of the proposed development and traffic plan. Specifically, routing cars a longer distance around Deer Valley Drive east would likely add pollution to the area. Disturbingly, water requirements for the new development do not seem to have been updated for the current plan or our ongoing draught conditions. These concerns must also be given fair consideration. Given the IRREVERSIBLE decision the Planning Commission and Town Council face, there are steps that could be taken to reduce the risks associated with this UNPROVEN plan. First, more transparency and scrutiny could be given, in public forums, to all the assumptions upon which the models are built. Second, the 2022/2023 winter season offers the opportunity to experience the proposed traffic flow by routing traffic, with signs and traffic officers, along the proposed path. This would provide an excellent real time model – better than any simulation – of any backups, bottlenecks, and safety issues (emergency vehicle access and response times, vehicular and pedestrian accidents), before irreversibly

1 committing to the scheme. Third, the 2022/2023 winter season offers Alterra and Park
2 City the opportunity to test the assumptions about how paying for parking, specifically at
3 Deer Valley, influences public transportation usage. Alterra could begin charging for
4 parking next season (unpopular but seemingly inevitable), perhaps during peak periods,
5 and the city could organize a public transit parking area along with bus routing.”
6

7 Robert Deutsch: “I am a homeowner in the Solamere neighborhood and am writing to
8 you to express my concerns about the development plans at the Deer Valley base area.
9 By way of background, my wife and I have been visiting Park City since our first visit in
10 1983. We visited annually and then bought our home at 2875 Telemark Drive in 2005.
11 We love this place for its outdoor recreation, the mountains and the clean air, and
12 importantly for its community vibe. My sense is that locals and homeowners want to
13 maintain a small town feel, have a safe place for families and continue with an outdoor-
14 friendly (ie hike/bike) atmosphere. It seems to me that increased development and the
15 corresponding traffic volume is already significantly detracting from Park City. While I
16 understand Alterra’s desire to expand their base area and build on the current parking
17 lots, I don’t feel that the community is being listened to, or frankly respected for what it
18 cares about. And, I believe that you, our Planning Commissioners have only scratched
19 the surface of this plan. This community and its council member representatives have
20 expressed several key priorities for Park City. As you know, these priorities are outlined
21 in the Vision 2020 document as “Strategic Pillars - Building Blocks for the New Future”.
22 <https://lab.future-iq.com/wp-content/uploads/2021/05/Park-City-Final-Vision-Report.pdf>
23 The building blocks are: *Environmental Leadership, *Transportation Innovation,
24 *Sustainable Tourism, *Arts & Culture, *Affordability & Equity. It seems to me that any
25 development should further these priorities if at all possible, and at the very least not
26 detract from them. With that in mind, I would ask you to consider the following: * How
27 does this development help us maintain an outdoor-friendly community with
28 consideration for walking & biking? With three lanes of traffic on DV Drive East, how will
29 it affect neighborhood traffic, including pedestrians? * How does this project encourage
30 and incentivize the use of eco-friendly transportation such as park & ride, free electric
31 bus system, reduced volumes, etc. Where is the “transportation innovation” in this plan?
32 Are we assuming that visitors will suddenly begin using the bus system more than they
33 have historically? * Where does the plan consider “environmental leadership”? * Does
34 this planned development further the goal of affordability and equity through low/
35 moderate income housing? In the words of many Parkites, does this help us avoid
36 becoming another Vail, CO? * Why is Park City “abandoning” part of DV Drive,
37 essentially “gifting” valuable land to Alterra? In addition to having clear answers to these
38 questions, I would propose that you move forward by taking the following steps: * First,
39 and foremost, do not approve this plan as is, and do not “abandon” any portion of Deer
40 Valley Drive. Once that is done, there is no going back, and there is no reason to make
41 this decision now. * Ask Alterra for a more detailed set of numbers in their work plan so
42 that we understand the number of hotel rooms, condos, day visitors, etc. This should
43 include their assumptions on traffic volume, including several scenarios with

1 low/mid/high volumes based on seasonality and holidays. This information will help you
2 make a better informed decision regarding the plan. * Longer term, I urge you to
3 develop a master plan for Park City's infrastructure, with a focus on traffic patterns and
4 volumes. With four major development projects under proposal in Park City (DV base,
5 PCMR base, Tech Center, Arts Center), it is paramount to have a master plan. I want to
6 close by assuring you that I am not against development, but rather, I am in favor of
7 thoughtful development that further enhances the Park City community. Please push
8 back on this plan and ask for significant revisions with consideration for our community's
9 priorities."

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Consideration to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM Inc., in an Amount Not to Exceed \$60,000 to Prepare a Federally Mandated Zero-Emissions Fleet Transition Plan

Suggested Action:

Attachments:

[Zero Emissions Vehicle Transition Staff Report](#)

[Exhibit A: AECOM Scope of Work and PSA for Zero Emissions Fleet Transition Plan](#)

City Council Staff Report



Subject: Proposed Contract with AECOM, Inc. for the
Preparation of A Zero-Emissions Fleet Transition Plan
Author: Kim Fjeldsted
Department: Transit Department
Date: March 31, 2022
Type of Item: Consent Agenda

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement (PSA), in a form approved by the City Attorney, with AECOM Inc. (AECOM), in an amount not to exceed \$60,000 to prepare a federally mandated Zero-Emissions Fleet Transition Plan (Transition Plan). This information will improve our Park City Transit's ability to obtain federal funding due to new grant submittal technical requirements.

Background

Since 2016, under the veil of Park City's aggressive sustainability and carbon neutral goals, Park City Transit (PCT) has been nationally recognized as a leader in the early adoption and successful utilization of electric bus services. During this period, the City has applied for and successfully received four separate grants under the extremely competitive Low-No Emissions Program administered by the Federal Transit Administration (FTA). These awards have formed a substantial portion of the financing needed for the transition to an electric fleet, as 15 electric buses are being procured to meet the electrification goals and were competitively sought by competing jurisdictions across the United States. Park City Transit intends to continue its aggressive pursuit of Federal funding to meet the City's goal of a fully electric bus fleet no later than 2030, and we believe this is possible due to the improvement in technology and our experience with grant writing.

On December 1, 2021, the Federal Infrastructure Act¹ introduced a new requirement for entities seeking grants under either the discretionary 5339(b) or 5339(c) programs that requires a complete Zero-Emissions Fleet Transition Plan. The FTA outlined the details of this requirement and the minimum plan:

1. Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
2. Address the availability of current and future resources to meet costs for the transition and implementation.

¹ H.R.3684 - Infrastructure Investment and Jobs Act (Pub. L. 117-58) (enacted 11-15-2021)

3. Consider policy and legislation impacting relevant technologies.
4. Include an evaluation of existing and future facilities and their relationship to the technology transition.
5. Describe the partnership of the applicant with the utility or alternative fuel provider.
6. Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

Meeting this new requirement will trigger a need for highly complex planning documents that outline, in detail, planning in areas such as facilities, electric power use, bus routing, budgeting, and employee professional development. In addition to the Federal requirements, PCT will use the results of the Transition Plan to better optimize electric fleet management and operations.

On March 7, 2021, FTA announced the opening of applications under the two grant programs and placed a May 31, 2022, deadline on submissions. Transition Plans are required now for these applications. PCT determined that, given the length and the technical complexity, using a consulting firm is the only viable path to meet submission deadlines. Fortunately, AECOM has experience providing this specific service to comparable transit agencies.

In fall 2020, an Request for Qualifications (RFQ) was issued to obtain transportation support in the areas of professional qualifications, Federal transit expertise, and Transition Plan completion. AECOM was selected from eleven consultants as the most qualified. PCT must remain competitive in order to meet our aggressive sustainability goals. We are aware that other agencies, much like ours, are also working to complete their plans and improve their chances of continued federal funding this year.

Department Review

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

Funding Source

The \$60,000.00 contract cost will be covered by transit sales tax.

Attachments

Exhibit A – Proposed Contract and Scope of Work

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____ 2022, 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 **SIXTY THOUSAND DOLLARS (\$60,000.00)**.

The City has designated Julia Collins, 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. 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, 2022, 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES 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 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 an exemption from 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. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its 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 agents, employees, and officers, and any other person for 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 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.

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- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- 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 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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. Design professional 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 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 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 Design Professional, 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 Design Professional 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 Design Professional and a copy of the endorsement naming 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.
- 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- G. For any claims related to this Design Professional Services Agreement, the Design Professional'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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

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 an equivalent program. The Design Professional 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 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 companies providing services under similar conditions.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

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 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
23. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

**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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

TaxID#: 95-2661922P
PC Business License# BLB-014636

Printed name

Title

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK
OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2022, _____ (name of document signer) 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 AECOM TECHNICAL SERVICES, INC., a California corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the _____ (name of document being signed).

Notary Public

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on _____, 2022, at
_____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Park City Transition Plan Scope of Work

Introduction

On December 1, 2021, the Federal Transit Administration published what has come to be known in the transit industry as the “Dear Colleague” letter, which mandates that any grant applicant for the Bus and Bus Facilities Competitive Program or the Low- or No-Emission Program funding sources must have a Zero-Emission Transition Plan (Transition Plan) in place. As noted in the letter, the minimum requirements for this Transition Plan include:

“A Zero-Emission Transition Plan must, at a minimum:

1. Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
2. Address the availability of current and future resources to meet costs for the transition and implementation.
3. Consider policy and legislation impacting relevant technologies.
4. Include an evaluation of existing and future facilities and their relationship to the technology transition.
5. Describe the partnership of the applicant with the utility or alternative fuel provider.
6. Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.”¹

This scope of work addresses creating a deliverable for Park City Transit to maintain Federal grant eligibility that includes the necessary requirements listed above, while accommodating the quick turnaround time inherent in submitting a Low-No Application before the May, 15 2022 deadline and laying the groundwork for a more comprehensive rollout plan to be completed at a later date. This scope will address the above requirements in order, with the final section of this Scope detailing the tasks, timelines, deliverables and assigned responsibilities for completion.

1. Long-Term Fleet Management Plan, Incorporating Current Ask

Starting from the agency's existing Fleet Management Plan, adjustments will need to be made to incorporate zero-emission bus procurements to demonstrate that the vehicles acquired via the current funding source will be part of a long-term transition strategy. For a battery-electric bus (BEB) fleet transition, this will require two inputs: the agency's block schedule, and the procurement schedule. AECOM will use the block schedule to identify blocks feasible for 1:1 BEB replacement, meaning blocks that a depot-charged BEB can accomplish in a single run given conservative range assumptions. Other blocks will be identified as those requiring further analysis as part of a larger rollout plan effort.

The blocks identified for 1:1 replacement can help to determine the quantity of future vehicle purchases that can be BEB rather than internal combustion engine (ICE) vehicles. These can then be incorporated into the fleet procurement schedule, along with

¹ Fernandez, Nuria I. (2021, December 1). “Dear Colleague Letter: Fleet Transition Plan for Zero Emission Competitive Applications”. <https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-12/FTA-Dear-Colleague-Fleet-Transition-Plan-for-Zero-Emission-Competitive-Applications-Dec1-2021.pdf>

explanatory language in the Fleet Management Plan to demonstrate the assumptions used, conclusions drawn, and plans for future analysis. This language can be in a standard format to streamline efforts.

It should also be noted here that if the agency is intending to convert to a hydrogen fuel cell electric bus (FCEB) fleet as opposed to a BEB fleet, then a different range limitation assumption will be utilized, but much of the methodology would remain the same.

The planned BEB purchases must also account for the vehicles associated with the current ask. If the current ask vehicles are intended for any of the 1:1 replacement blocks or as-of-yet undesignated, they can then be easily incorporated in the currently planned vehicle procurements, and a quick statement can be added to acknowledge as such. However, if the current ask is designated for a new service, a split-block assignment, in-route charging, or some other exception, this should also be addressed and incorporated into the procurement schedule as additional vehicles.

Deliverables:

- Park City will provide the inputs of, current fleet management plan, block schedules and the procurement schedule
- AECOM will provide the analysis that includes future transition strategy, fleet charging strategy and written summary of the recommendations

2. Resource Availability for Transition Costs

This stage will require additional input from Park City Transit, as it can depend greatly on historical funding sources used for vehicle purchases. Through requirements 1 and 4, the quantity of BEB purchases and the quantity of infrastructure can both be identified. Using AECOM-supplied cost estimates (or cost actuals from past procurements by the agency, if applicable), the deficit between internal combustion engines (ICE) vehicle purchases and the new zero-emission vehicle purchases can then be identified.

Funding sources and expected amounts can be identified and used as a standard input for this phase of the analysis. If there are anticipated shortfalls, standard language should be utilized to identify the percentage of fleet transition that is anticipated as feasible based on the technology, while basing the planning effort on the percentage that is financially feasible. This information is already required for the current ask, so this portion can be repurposed from the current application with some additional detail identifying the future outlook.

Deliverables:

- Park City will provide the historical funding inputs, past vehicle purchases, and where applicable vehicle purchase prices.
- AECOM will provide the analysis of funding sources, costs, outline any deficit needs or purchases and deliver the analysis and corresponding written summary.

3. Policy and Legislation Impacting Technologies

On a national level, this language can be based on a standard template developed by AECOM. On a local level, this section can be supported via input from the agency – documentation for local policies aiming to reduce emissions should be highlighted. Even if the policy does not specify public transit in emissions reductions goals, these policies can still help to highlight regional prioritization.

Much like the resource availability, this is already a part of the Low-No application for local and regional prioritization, and so can again be repurposed with some changes in language.

Deliverables:

- AECOM will provide the standard template and work with Park City Transit to customize the written summary to be Park City specific.
- Park City will provide context and review of AECOM's written summary.

4. Evaluation of Existing and Future Facilities

A high-level review of space availability at the current facility for charging, and acknowledgement of what changes would be necessary to close the gap, would fulfill this requirement. Demonstrating an understanding of the necessary changes to accommodate both the currently assumed feasible percentage transition from Part 1, as well as the necessary changes for a full-fleet transition, can demonstrate prioritization.

For the written report to meet this requirement, AECOM will collect site drawings from the agency for the current facilities, and, if applicable, any planned facility changes. AECOM will then provide a high-level assessment of facility readiness from a space constraint perspective. AECOM and the agency will also meet with the local utility, as part of Requirement 5, to discuss what service changes would be necessary to support different levels of charging infrastructure. Two scenarios will be discussed, with one being a depot-charged fleet, and the other being rapid charging lanes for use prior to vehicle storage.

If the agency has already done any conceptual work for in-route charge planning, this can also be mentioned within this section of the document. This would include identifying either property owned or identified for potential procurement to support in-route charging. The goal here is not to demonstrate a finished product rollout plan, but rather to show that the planning effort is underway, that this request is part of a long-term transition effort, and that the agency is committed to long-term emissions mitigation.

For FCEBs, this would involve looking at fueling infrastructure rather than charging, but still with the intent to demonstrate any planning already underway for fleet transition.

Deliverables:

- AECOM will review site plans for existing and planned facilities and will evaluate how charging infrastructure of depot charging and rapid charging will be used and support in-route charging through a written “fleet management plan.” This will be a concept level description and following this exercise a full charging rollout plan may be necessary.
- Park City will provide site drawings for current and proposed facilities, existing charging infrastructure and schedule the meeting with the local utility providers.

5. Coordination with Utility or Alternative Fuel Provider

As mentioned in the last section, AECOM and the agency will meet with either the local utility or fuel provider to discuss readiness for the transition. This meeting should come after the review of the Fleet Management Plan and high-level transition evaluation is complete, so that a transition timeline and fleet quantities can be provided for discussion. The main points that should be identified with the electric utility for BEBs is:

- What incentives exist (or are in the works) for electric transit (i.e. Electric Vehicle (EV) rate schedules or infrastructure installation assistance)?
- What upgrades will the agency need to the current facility to accommodate the power required for charging?
- Not facility-specific, but from a utility perspective, how do they assess current readiness for providing power and/or energy associated with BEB transit? Would additional coordination be needed in the long-term to accommodate the increase in demand?

For FCEB hydrogen providers, the conversation and coordination will center around the fuel supply outlook. If the agency is interested in on-site generation, the conversation should instead be with an equipment manufacturer and center around the costs and requirements.

Deliverables:

- AECOM will lead the utility provider meeting regarding the utility costs, and requirements.
- Park City will provide support for this task as necessary.

6. Workforce Requirements

AECOM will develop a standard checklist of training requirements for agency staff to review when considering zero-emission transition. This can then be discussed with the agency's current training provider, or a provider can be identified for consideration. If the agency does not yet have any BEBs or FCEBs on site, then a standard narrative can be used to identify each of the trainings needed and emphasize that the current staff will be trained rather than replaced. If the agency already has BEBs or FCEBs on site, then the standard narrative can be modified to demonstrate how the training has proceeded to date and identify what additional training will be needed as the zero-emission fleet grows over time.

Deliverables:

- AECOM will deliver a checklist training checklist customized to Park City's training needs.
- Park City Transit will provide BEBs and FCEBs and feedback on training.

7. Low-No Grant Application Support

AECOM Will work with Park City to develop and finalize the FY 24 Low-No FTA Grant Application. This includes:

- Description of services provided and service area
- Project information
- Demonstration of need and benefits
- Planning local and regional prioritization
- Local financial commitment
- Project implementation strategy
- Technical, legal and financial capability

8. Final Report

AECOM will prepare a draft of the final report delivered to Park City Transit by April 28th which Park City will provide one review of comments no later than May 6th. The final report, supporting analysis, Low-No grant application and exhibits will be delivered to Park City no later than May 12, 2022.

Differences Between This Transition Plan Scope and A Full Zero Emissions Transition Rollout Plan

Further analysis beyond this scope is recommended for a comprehensive rollout plan that can guide an agency through a zero-emissions fleet transition. However, much of the scope associated with rollout plan development requires additional time and resources.

This scope uses high-level assumptions to achieve a benchmark for fleet conversion to depot charged BEBs. A full rollout plan should be informed by route-specific energy use modeling, as in-route range can vary widely based on route profiles. Factors such as speed, grade, and start/stop frequency can all have a significant impact on how far a BEB can travel on a single charge, and so these are important factors to analyze closely when planning deployments.

Once the blocks viable for depotcharged BEB deployments are identified, planning work should then be done to identify the appropriate deployment strategies to overcome range limitations. Options such as in-route charging and block splitting should be considered, but both come with their own additional costs and complexities for implementation.

While item 4 of this scope encompasses a surface-level evaluation of existing and future facilities, a more detailed look can help to close the gap between an evaluation and a plan. A plan will detail how to provide the changes that were identified as

necessary during the evaluation phase. Both the evaluation and the plan will benefit from the additional analysis performed as part of the fleet conversion assessment, but a plan will explain in detail how to achieve what the full identifies as necessary.

A “Dear Colleague” Zero-Emission Transition Plan is a starting point to a complete Rollout Plan and maintain Federal grant eligibility. This scope will help to identify benchmark fleet transition expectations, as well as start the financial planning process associated with transition. However, a more detailed analysis is necessary to develop a complete rollout plan to be followed through the fleet conversion procs.

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Consideration to Authorize the City Manager to Enter into a Contract with Zion's Public Finance, Inc., in a Form Approved by the City Attorney's Office, for a Three (3) Year Term with an Option of Two (2) One-Year Extensions for Financial Advisory Services for Municipal Bond Related Issues

Suggested Action:

Attachments:

[Financial Advisor Agreement Staff Report](#)

[Exhibit A: Scope of Work and Fee Schedule](#)



City Council Staff Report

Subject: Financial Advisory Services Contract Award
Author: Kirsten Darrington
Department: Budget, Debt & Grants Department
Date: March 31, 2022
Type of Item: Consent

Summary Recommendation

Authorize the City Manager to enter into a contract with Zion's Public Finance, Inc., in a form approved by the City Attorney's Office, for a term of three (3) years with an option of two (2) one-year extensions for financial advisory services related to General Obligation Bond Issuance, Water Revenue Bond Issuance, Storm Water Revenue Bond Issuance, Sales Tax Revenue Bond Issuance, Tax Increment Bond Issuance, and Refinancing and Refunding of bonds. See Exhibit A - Scope of Services and Fee Schedule for more details about compensation.

Executive Summary

The City contracts for financial advisory services to assist in the complex bond issuance process. Financial advisors provide expertise in the bond market to help obtain high bond ratings and acquire the best interest rates. The Financial Advisor also works with the City in creating financing options and structures as needed to fund various city projects or objectives.

Background

Financial Advisor services are critical to the proper functioning of the City. Costs related to the service generally occur once bonds are issued and are paid from the proceeds of the bonds closing/final costs. The financial impact is relatively low, and the financial benefit is high.

The City traditionally contracts for Financial Advisor services to assist with bond issuances and bond ratings. The expertise of a financial advisor is indispensable to the process as it is unrealistic to have a staff member who is immersed enough in the bond market to provide sufficient knowledge. Financial Advisors are also critical for obtaining a high bond rating and finding the best rates when issuing bonds. Potential savings in interest expense due to having a financial advisor are significant and far outweigh the incremental cost.

Proposal Review Process

Park City Municipal Corporation requested proposals from qualified Financial Advisors for municipal bond-related issues through the RFP process. The recommended proposal

was evaluated by the Financial Advisory Selection Committee based on established criteria outlined below.

Financial Advisor Selection Criteria:

- Relationship/Trust
- Prior experience working with the City (institutional knowledge)
- Overall Cost
- Experience with major rating agencies
- Qualifications and relevant experience of assigned personnel (depth of resources)
- Excels in multiple areas of bond issuance

Financial Advisor Selection Committee:

Mindy Finlinson - Finance Manager

Jed Briggs – Budget Director

Erik Daenitz - Assistant Budget Director

Kirsten Darrington – Grants and Contracts Coordinator

Department Review

This Staff Report has been reviewed by the Budget, Debt, & Grants Department, City Attorney's Office, and City Manager.

Funding Source

All Financial Advisor fees are included as part of the closing/final costs of issuance of the related bonds.

Attachments

Exhibit A – Scope of Services & Fee Schedule

Exhibit A - Scope of Services and Fee Schedule

The Service Provider agrees to meet the City's requirements and provide the services outlined below. Required services include, but are not limited to the following:

Provide the City with expert financial advice and assistance on financing techniques and options on matters pertaining to the issuance and sale of securities including General Obligation Bonds, Revenue Bonds, and other Municipal financing options for the City and its related agencies which include: a Municipal Building Authority, two Redevelopment Agency project areas, and a Water District.

- A. To make studies and recommendations on methods and the structuring of financings including payment, security details and bond specifications believed advantageous to the City.
- B. Provide sophisticated cash flow bond schedules and sizing analyses for the City.
- C. To cooperate with recognized bond counsel, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
- D. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
- E. Participate in the preparation of official statements for the issuances setting forth financial and other information about the City and the bond issue.
- F. Participate in the drafting of documents utilized by the City in their financing.
- G. Have representatives present at meetings, when requested or notified, on matters concerning financial techniques and bond issues.
- H. Assist the City with selection of underwriters of the bond issue through a competitive selection process.
- I. Assist, as directed by the City, with presentations to rating agencies and bond insurance companies concerning the issuance.
- J. Perform other functions normally contemplated to be within the scope of duties of a fully qualified financial advisor including advising the City on the public sale and/or private placement of bonds.

NOT TO EXCEED FEE SCHEDULE

<u>Type of Issuance</u>	<u>Fee (\$10 million Bond Issuance)</u>
General Obligation Bond	\$15,000
Storm Water Revenue Bond	\$17,500
Water Revenue Bond	\$17,500
Sales Tax Revenue Bond	\$15,000
Tax Increment	\$20,000
Refinancing/Refunding	\$20,000

Drafting Official Statement for all Bond issuances - \$5,000

City Council Staff Report



Subject: Mountain Ridge Subdivision Lot 13
Application: PL-21-04950
Author: Spencer Cawley, Project Planner
Date: March 31, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

Consider Approving Ordinance No. 2022-05 denying the Mountain Ridge Subdivision Lot 13 Plat Amendment, located at 3099 Mountain Ridge Court, Park City, Utah (Exhibit A).

Description

Applicant: David and Heidi Maya; Represented by Jeff Schindewolf
Location: 3099 Mountain Ridge Court
Zoning District: Single Family
Adjacent Land Uses: Single-Family Dwellings
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Analysis

On August 4, 2021, the Applicant submitted a complete Plat Amendment application to the Planning Department. The Applicant proposes amending the Mountain Ridge Subdivision Plat to modify the limitation on Maximum Floor Area for Lot 13 from 3,247 square feet to 3,410 square feet, a 163-square-foot increase.

On October 13, 2021, the Planning Commission held a public hearing and continued this Application to October 27, 2021 ([Staff Report](#); [Meeting Minutes](#)).

On October 27, 2021, the Planning Commission held a public hearing and continued this Application to a date uncertain ([Continuation Report](#); [Meeting Minutes](#)).

On February 9, 2022, the Planning Commission held a public hearing and forwarded a negative recommendation to the City Council ([Staff Report](#); [Meeting Audio](#)). The Planning Commission clarified the negative recommendation by revising the findings of fact to include that the Applicant's request does not meet the requirements for Good Cause and is inconsistent with the original intent and methodology of the Subdivision Plat.

¹ LMC [§ 15-7.1-2\(B\)](#).

On March 3, 2022, the City Council held a public hearing and denied Ordinance No. 2022-05. The Council asked Staff to amend the Ordinance to reflect denial and return on March 31, 2022, for Council review. ([Staff Report](#); [Meeting Audio](#).)

However, the City Council also indicated a willingness to reconsider a broader amendment to the whole subdivision if the Applicant and other owners/HOA jointly applied with a subdivision amendment that better aligned with the original intent and methodology of the original planning approval, subject to a Finding of Good Cause by the Planning Commission and City Council. A recital to this effect was added to the proposed ordinance.

Exhibits

Exhibit A: Draft Ordinance No. 2022-05

Ordinance No. 2022-05

AN ORDINANCE DENYING THE MOUNTAIN RIDGE SUBDIVISION LOT 13 PLAT AMENDMENT, LOCATED AT 3099 MOUNTAIN RIDGE COURT, PARK CITY, UTAH

WHEREAS, the owners of the property located at 3099 Mountain Ridge Court petitioned the City Council for approval of the Mountain Ridge Subdivision Lot 13 Plat Amendment; and

WHEREAS, on September 29, 2021, notice was published in the *Park Record* and on the City and Utah Public Notice Websites; and

WHEREAS, on September 29, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on September 29, 2021, courtesy notice was mailed to property owners within 300 feet of 3099 Mountain Ridge Court; and

WHEREAS, on October 13, 2021, the Planning Commission held a public hearing and continued the proposed plat amendment to October 27, 2021; and

WHEREAS, on October 27, 2021, the Planning Commission held a public hearing and continued the proposed plat amendment and; and

WHEREAS, on February 9, 2022, the Planning Commission held a public hearing and forwarded a negative recommendation for the City Council's consideration on March 3, 2022; and

WHEREAS, on March 3, 2022, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the City Council indicated a willingness to consider a future, broader amendment to the whole subdivision which better aligns with the original intent and methodology of the original planning approval, subject to a Finding of Good Cause by the Planning Commission and City Council.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah, as follows:

SECTION 1. DENIAL. The Mountain Ridge Lot 13 Plat Amendment at 3099 Mountain Ridge Court, is denied subject to the following Findings of Fact and Conclusions of Law:

Findings of Fact

Background:

1. The property is located at 3099 Mountain Ridge Court.
2. The property is listed with Summit County as Parcel Number MR-13.
3. The property is in the Single Family (SF) Zoning District.
4. On August 4, 2021, the Applicant submitted a Plat Amendment application to the Planning Department. The application was deemed complete on September 27, 2021.
5. The proposed Plat Amendment increases the maximum square feet for the existing Single-Family Dwelling.
6. No easement is vacated or amended because of the Plat Amendment.
7. The LMC regulates Lot and Site Requirements per LMC § 15-2.11-3.
8. A Single-Family Dwelling is an allowed Use in the SF Zoning District.
9. The SF Zoning District minimum Front Setback is twenty feet (20').

10. The SF Zoning District minimum Rear Setback is fifteen feet (15').
11. The SF Zoning District minimum Side Setback is twelve feet (12').
12. The Mountain Ridge Subdivision requires a minimum Front Setback of twenty feet (20') for Lot 13.
13. The Mountain Ridge Subdivision restricts building height to twenty-five feet (25') as measured from natural, existing grade at the building site. Gable, hip, gambrel, or other pitched roofs may extend up to thirty feet (30').
14. The Mountain Ridge Subdivision restricts the maximum total square footage of Lot 13 to 3,247 square feet. The Applicant proposes to amend the total allowed square footage to 3,410 square feet.
15. On February 9, 2022, the Planning Commission reviewed the Application and forwarded a negative recommendation to the City Council. The Planning Commission clarified the negative recommendation is because the Applicant's request does not meet the requirements for Good Cause and is inconsistent with the original intent and methodology of the Subdivision Plat.
16. The City Council agrees with the Planning Commission findings that a case-by-case expansion of maximum house sizes without analyzing the visual corridors, setbacks and other impacts of the subdivision as a whole is inconsistent with the uniform and fair planning that limited site disturbance and home sizes to approximately 24% of the lot area in accordance with a comprehensive plan.
17. Other owners in the subdivision relied upon the square footage limits to build upon their lots and oppose the amendment. Piecemeal adjustments will set a precedent and threaten the Compatibility ensured by the original approval.

Conclusions of Law

1. There is not Good Cause for this Plat Amendment.
2. The Plat Amendment is not consistent with the Park City Land Management Code, including failing to ensure Compatibility as required in LMC Chapter 15-2.11, *Single Family (SF) District*, and the original Lot square footage limits as approved pursuant to LMC § 15-7.1-6, *Final Subdivision Plat*.

SECTION 2. EFFECTIVE DATE. The Ordinance shall take effect upon publication.

DENIED AND ADOPTED this 31st Day of March 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR, Nann Worel

ATTEST:

City Recorder, Michelle Kellogg

APPROVED AS TO FORM:

City Attorney's Office

DRAFT

City Council Staff Report

Subject: Professional Services Agreement for
Historic Preservation Consulting Services
Author: Aiden Lillie, Planner I
Date: March 31, 2022
Type of Item: Administrative



Recommendation

The Council should consider authorizing the City Manager to execute a contract for a Minor Service Provider/ Professional Services agreement with SWCA Environmental Consulting for Historic Preservation Consulting Services not to exceed \$30,000.00 annually for three years.

DOS	Determination of Significance
DRT	Design Review Team
HDDR	Historic District Design Review
HSI	Historic Sites Inventory
RFP	Request for Proposals

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

SWCA Environmental Consultants has served as the Planning Department's Historic Preservation Consultant since 2013, participating in weekly Design Review Team (DRT) meetings, providing research and technical assistance, and completing additional projects as needed. After putting out a Request for Proposals (RFP) on August 27, 2021, due the expiration of the existing contract, two firms that submitted proposals were interviewed. The Planning Department recommends SWCA Environmental Consultants for a Minor Service Provider/ Professional Services Historic Preservation Consulting Services (Exhibit A).

Background

Vice President of SWCA, Anne Oliver, spends approximately four to five hours per week with Planning reviewing Pre-Historic District Design Review (Pre-HDDR) applications as well as HDDR applications for compliance with the Design Guidelines for Historic Districts and Historic Sites¹, as well as providing additional research, analysis, and assistance as necessary. The term of the last contract expired in November 2020. Two bids are analyzed below.

¹ LMC Chapter [15-13](#)

Analysis

The scope of services requests that the consultant provide historic preservation support services to the Building and Planning Departments. This includes reviewing and commenting on staff reports, pre-application forms, design review applications, and project proposals, attending weekly, virtual DRT meetings; participating in site visits with staff and applicants as necessary, and providing materials requested by the Building and Planning Department's. The duration is three years, and SWCA is expected to spend approximately 2 - 4 hours per week, or between 105 – 210 hours annually, with an annual cap of 225 hours (Exhibit B).

Two proposals were reviewed; Kirk Huffaker Preservation Strategies, represented by Kirk Huffaker, Principal; and SWCA Environmental Consulting, represented by Anne Oliver, Vice President and Megan Daniels, Architectural Historian/ Preservation Specialist. The proposals were screened based upon RFP criteria: graduate degree in historic preservation from accredited college/university and at least five years of full-time practical experience in historic preservation; general understanding of planning and/or architecture in private and public sectors; knowledge of Utah's historic resources and State comprehensive planning laws, and implementing rules concerning historic preservation, State historic preservation, State historic preservation laws, and implementing regulations; extensive experience with National Register of Historic Places, detailed experience in creating National Register Districts, and experience with Historic District Design Guideline development and application; and availability of the designated consultant.

The following provides a financial comparison:

Consulting Firm:	Hourly Rate:	Estimated Total Cost of Project:
SWCA Environmental Consultants	\$171/ hour – Anne Oliver \$112/ hour – Megan Daniels	\$30,000.00
Kirk Huffaker Preservation Strategies	\$115/ hour – Kirk Huffaker	\$20,700.00

A Selection Committee, comprised of representatives from Affordable Housing as well as Building and Planning, who regularly attend DRT, was created. SWCA was chosen due to their extensive experience in Park City and serving as the Planning Department's Historic Preservation Consultant, participating in weekly DRT meetings for the past seven years; co-authoring the *McPolin Farm Preservation Plan* with the Planning Department; developing a *Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort*; aiding the creation of the 2019 Design Guidelines; and assisting in our analysis of several Determination of Significance (DOS) applications to expand the City's Historic Sites Inventory ([HSI](#)).

Department Review

The Planning, Affordable Housing, Building, and Legal Departments reviewed this application.

Funding Source

Funding has been budgeted through the Planning Department's operational budget.

Alternatives

- The City Council may approve the contract with SWCA Environmental Consultants;
- The City Council may deny the contract with SWCA Environmental Consultants and direct staff to renegotiate with either SWCA or Kirk Huffaker Preservation Strategies; or
- The City Council may request additional information and continue the discussion to date uncertain.

Exhibits

Exhibit A: Scope of Services

Exhibit B: Historic Preservation Consultant RFP

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Service Provider to provide support services to the Building and Planning Departments as needed and requested regarding historic preservation activities. This includes reviewing and commenting on staff reports, pre-application forms, design review applications, and project proposals, attending regularly scheduled Design Review Team (DRT) meetings (typically weekly) on Wednesdays in Park City; participating in site visits with staff and applicants as necessary, and providing resource materials as needed and requested by the Building and Planning Departments’ staff members. The duration of this contract will be for three (3) years. The Service Provider may expect to spend approximately 180 hours annually and not more than 225 hours annually, for approximately 3.5 hours per week on this project (including travel time to and from Park City).



Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

Historic Preservation Consulting Services

NOTICE
REQUEST FOR PROPOSALS (NON-BID)
HISTORIC PRESERVATION CONSULTING SERVICES

PROPOSALS DUE: By 5:00 p.m., Friday, September 10, 2021 to Aiden Lillie,
Historic Preservation Planner, Planning Department, 445
Marsac Avenue, Park City, UT 84060

PROJECT NAME: Historic Preservation Consulting Services

RFP AVAILABLE: August 27, 2021

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION (brief): Historic Preservation Consulting Services

PROJECT DEADLINE: August 31, 2022, (contract may be extended annually up
to two (2) additional years pending budget allocations.)

OWNER: Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

CONTACT: *Aiden Lillie, Historic Preservation Planner*
aiden.lillie@parkcity.org
**All questions shall be submitted by 4:00 p.m., Friday,
September 3, 2021, via email to:
aiden.lillie@parkcity.org.**

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, Utah 84060.

I. Introduction

Park City Municipal Corporation (“PCMC or the “City) seeks proposals for private consultant for historic preservation efforts with the Building and Planning Departments, supporting Park City Municipal Corporation in its efforts to maintain and preserve our two (2) National Register Historic Districts and Park City Historic Sites Inventory.

II. Scope of Project

A private consultant is sought to provide support services to the Building and Planning Departments as needed and requested regarding historic preservation activities. This primarily includes reviewing pre-Historic District Design Review (“HDDR”) applications and attending weekly Design Review Team (“DRT”) meetings, but may also include review of project proposals, participation in site visits with staff and applicants as necessary, and providing resource materials as needed and requested by the Building and Planning Department staff.

The duration of this contract will be for one (1) year. The contract may be extended annually for up to two (2) additional years pending budget allocations. The consultant may expect to spend approximately 120 hours and not more than 180 hours annually, for approximately 3 hours per week on this project, including potential travel time to and from Park City.

III. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to five (5) single-sided or three (3) double-sided pages.

1. A brief written description of the consultant’s approach to the project.
2. Graduate degree in historic preservation from an accredited college/university and at least five (5) years of full-time practical experience in historic preservation. General understanding of planning and/or architecture in private and public sectors is beneficial.
3. Knowledge of Utah’s historic resources and State comprehensive planning laws, and implementing rules concerning historic preservation, State historic preservation laws, and implementing regulations.

4. Extensive experience with National Register of Historic Places, detailed experience in creating National Register Districts, and experience with Historic District Design Guideline development and application.
5. Availability of the designated consultant.
6. CV including brief description of individual and/or firm history and area of expertise.
7. Three (3) project references, including summary of scope of services provided for said references.
8. Proposed contract budget (include hourly fee and any other anticipated expenses).
9. Understanding of industrial ruins, industrial archeology, or mining history a plus but not a requirement.
10. Proposals will be good for sixty (60) days.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

PCMC reserves the right to cancel or modify the terms of this Request for Proposals (“RFP”) and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

Price may not be the sole deciding factor.

IV. Selection Process

Proposals will be evaluated on the factors listed in Section III, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. Proposals will be received by Park City Municipal Corporation **by 5:00 p.m. on Friday, September 10, 2021**, either at the Planning Department Office, Attention: Aiden Lillie, Historic Preservation Planner, located at 445 Marsac Avenue, P.O. Box 1480, Park City, UT 84060, or via email to aiden.lillie@parkcity.org. Files larger than 8 MB MUST be submitted using file sharing software.
- B. A selection committee comprised of City staff will review all submitted RFPs and conduct interviews no later than September 24, 2021.

- C. It is anticipated that City Council will vote on the contract award on Thursday, October 7, 2021.
- D. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision), counts against proposer.)

V. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP as **Exhibit "A"** and incorporated herein. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

Any service provider who contracts with PCMC is required to have a valid Park City business license.

VI. Information to be submitted

To be considered, the proposal must be received at the Park City Planning Department Office, Attention: Aiden Lillie, Historic Preservation Planner, 445 Marsac Avenue, P.O. Box 1480, Park City, UT 84060, **by 5:00 p.m. on Friday, September 10, 2021, or via email aiden.lillie@parkcity.org**. Only one (1) copy is needed for submission.

VII. Preparation of Proposals

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

- A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- D. No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. PCMC's policy is, subject to federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

“EXHIBIT A”
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and (“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. SCOPE OF SERVICES.

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 (dollar amount) annually.

The City has designated the City Manager, or his/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 (Date) 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

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SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 Annotated, 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 and 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 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 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.

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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) combined single limit 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 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 occurrence. 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 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 named as an additional insured on general liability and auto liability insurance policies, with respect to work performed 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. Should any of the above described policies be cancelled

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SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

- F. 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.

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 equivalent program. The Service Provider 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. 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- 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 consent of the City, as required by this part, shall be deemed null and void.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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 Service Provider 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 Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES 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 five (5) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be affected 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 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.

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

**PARK CITY 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

Address
City, State Zip
Tax ID #
PC Business License #:

Signature

Printed name

Title

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2021, _____
(name of document signer) personally appeared before me , whose identity is
personally known to me or proven on the basis of satisfactory evidence, and who
by me duly sworn/affirmed, did say that he/she is the _____
(Title or Office, and that said document was signed by him/her on behalf of by
authority of its Bylaws, or Resolution of its Board of Directors, and he/she
acknowledged to me that he/she executed the _____
(name of document being signed).

Notary Public

EXHIBIT “A”**SCOPE OF SERVICES**

Service Provider to provide support services to the Building and Planning Departments as needed and requested regarding historic preservation activities. This includes reviewing and commenting on staff reports, pre-application forms, design review applications, and project proposals, attending regularly scheduled Design Review Team (DRT) meetings (typically weekly) on Wednesdays in Park City; participating in site visits with staff and applicants as necessary, and providing resource materials as needed and requested by the Building and Planning Departments' staff members. The duration of this contract will be for three (3) years. The Service Provider may expect to spend approximately 180 hours annually and not more than 225 hours annually, for approximately 3.5 hours per week on this project (including travel time to and from Park City).

EXHIBIT “B”**PAYMENT SCHEDULE FOR “EXTRA” WORK**

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Professional Services Agreement in a Form Approved by the City Attorney's Office with Momentum Recycling, LLC, for the Operations and Engagement Project Management Services for the Main Street Business Improvement District (BID) in an Amount Not to Exceed \$54,000 Annually for a Two Year Term

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Momentum Recycling Award of Contract Staff Report](#)

[Exhibit A: Scope of Work](#)

[Exhibit B: Stakeholder Input Timeline](#)

City Council Staff Report



Subject: Downtown Trash and Recycling Project Manager Contract
award - Momentum Recycling LLC
Author: Matt Twombly, Jonathan Weidenhamer
Department: Economic Development
Date: March 31, 2022
Type of Item: Administrative – Award of Contract

Recommendation

Authorize the City Manager to execute the Service Provider/Professional Services Agreement, in a form approved by the City Attorney's Office, with Momentum Recycling LLC (Momentum), for the Operations and Engagement Project Management Services for the Main Street Business Improvement District (BID) according to the Scope of Services attached as Exhibit A.

Background

On September 2, 2021([Staff Report](#), [minutes](#), p.1), City Council reviewed the scope of a request for proposals (RFP) for commercial waste management services in the BID to ensure that it complied with the Council's policy goals regarding waste diversion milestones, customer service, outreach, efficiency and sanitation, and zero waste. The RFP scope included solid waste disposal and waste diversion services, (and included a "Operations and Engagement Project Management" staff to support the City and HPCA during the initial stages of the contract to develop, in conjunction with the merchants, a plan/program to implement diversion goals).

On October 21, 2021, staff (including Jonathan Weidenhamer, Luke Cartin, William Connell, and Matt Twombly), as well as Ginger Wicks and Mike Sweeney from the HPCA, met as a selection committee and recommended the solid waste, cardboard, and single-stream recycling to Republic, and award of the operations and engagement project management to Momentum.

Council received a subsequent update during their the November 11, 2021, City Council Work Session ([Staff Report Link](#)) to allow additional coordination with HPCA on the issues and diversion goals. On November 18, 2021, City Council authorized a service provider agreement with Republic Services Inc. for the trash and recycling services for the BID. On the same date, City Council ([staff report link](#)) supported staff's intent to return to Council and award the waste diversion and project manager position contracts to Momentum at a subsequent meeting, based on the RFP selection process.

Analysis

Waste Diversion Goals

The Operations and Engagement Project Manager position will work with the City, HPCA, and individual merchants during the first two years to develop a plan/program to meet the Council goals for waste diversion and identify and help solve any service issues with the current trash and recycling program. The selection committee felt that

Momentum's proposal for food waste, glass recycling, and the project manager position best aligned with the waste diversion goals.

Issues and Diversion

The City and HPCA are focused on three larger issues as part of a new contract for waste management services:

- Waste overflow on-site and unsightly and unsanitary conditions;
 - Efficient use of space for back of house storage containers in a constrained commercial area; and
 - Deploying innovative landfill diversion strategies to support the Community's sustainability goals.
1. Year 1:
 - a. Continue current level of service;
 - b. Increase transparency of billing and district diversion rate and propose fee changes to City Council and the HPCA; and
 - c. Identify 5-10 leading businesses to pilot increased waste diversion strategies, based on results of recently completed waste audit.
 2. Year 2:
 - a. Refine fee schedule changes; and
 - b. Identify and remedy operational changes (implement Sunday waste haul, increase seasonal waste and recycling pickups, etc.); and
 - c. Develop a capital and operational zero waste strategy with HPCA and Park City that achieves waste diversion milestones:
 - i. 40% by 2024
 - ii. 60% by 2026
 - iii. 80% by 2028
 3. Years 3-10:
 - a. Support capital and operational improvements through engagement and participation of design and capital project implementation/construction; and
 - b. Provide diversion rates dashboard and increase transparency. Guide businesses, Park City Municipal, and HPCA on reaching diversion milestones.

Staff discussed the goals with Momentum Recycling and HPCA representatives to develop a scope of services to analyze current service levels and develop a plan to meet or exceed the waste diversion goals. Staff will also work with the HPCA to analyze the current billing formula of waste production as the waste diversion goals are realized.

Staff recommends awarding the contract to Momentum Recycling to hire the project manager to begin customer support, gathering baseline data, monitoring and engagement. The contract term for the project manager is two years, with the ability to renew. The contract will be half time for an amount not to exceed \$4,500 per month or \$54,000 per year for an initial period of two (2) years. When the new scope of the contract is further defined, Likely prior to the end of year two, staff will return to Council to extend the contract and further discuss the waste diversion plan. The project

manager is required to provide regular written updates to staff, HPCA and Council during the two-year period.

Budget

The Operations and Engagement Project Management Services is paid from the Economic Development and Environmental operations budget.

Exhibits

- A Momentum Recycling LLC
- B Stakeholder Input/Timeline



Scope of Work – Operations & Engagement Project Manager

Background

As outlined in the RFP for *Recycling & Trash Disposal Services for the Main Street Business Improvement District* issued in September 2021, Momentum Recycling will provide an Operations & Engagement Project Manager (“**Manager**”) to implement a dynamic waste diversion program to help PCMC & HPCA work towards achieving their stated goal of zero waste (80% diversion) by 2030.

Objectives + Deliverables

The Manager is tasked with the following four (4) objectives related to the waste & recycling collection services for customers in the Business Improvement District (“**BID**”):

1. Customer Support:

Create consistency in addressing customer inquiries & concerns. Identify customer requirements, assess their needs, communicate timelines and be the customer’s main contact.

Deliverable: Monthly Operations Report – summary of services provided (rescheduled, frequency changes, special collections, etc.) as well as service concerns (vehicle accidents/infractions, general concerns, etc.).

2. Baseline Data

Perform waste assessments onsite at customer locations. Collect diversion data to establish baseline metrics per stream. Determine a set Fee Schedule for all collection services.

Deliverable: Fee Schedule – for all collection services, including weekends & holidays.

Deliverable: Customer Audit Report – identify a minimum of five (5) customers to document and quantify waste/diversion, type, volumes, characterization, options, and costs.

3. Monitor

Develop diversion reporting capabilities that are as comprehensive as possible such that all stakeholders can track progress on diversion goals. Decrease common contaminants found in the recycling streams.

Deliverable: Monthly Diversion Report – data on weight & volume by category or user group for stakeholders to monitor the City’s progress in achieving their yearly diversion goals.

4. Engagement

Collaborate with all stakeholders and service providers in the area to streamline disposal & recycling services to minimize materials bound for the landfill. Lead many different projects concurrently and ensure cohesion between all stakeholders involved. Establish educational tools & staff training techniques for businesses to utilize.

Deliverable: Monthly Engagement Report – detailed summary of customer interactions & engagement including customer achievements & challenge areas, concerns & feedback.

Last Updated: March 16, 2022

Schedule

The contract term for the RFP is 6-years with two, two-year extension options. Particularly in the first 2-years is when the Manager will provide the most impact, taking on more of an advisory role to the HPCA's waste needs in the latter part of year 2. This schedule is based on the RFP and is subject to change based on the evolving needs of the program. To that extent, the schedule outlined below is for a 2-year minimum contract for the Manager and is based on PCMC's diversion goals of:

- 40% by 2025
- 60% by 2027
- 80% by 2029

Year 1: Research + Analysis

Diversion Goal: N/A – need to establish baseline data in Year 1.

Overview: The Manager will study how the current system works by meeting with stakeholders, mapping out every aspect of Main St, establishing lines of communication, and formulating an initial assessment with specific actions for improvement.

- **Leadership Meeting:** setup & lead a recurring meeting with PCMC & HPCA to provide status updates and to work with them to identify options for achieving diversion goals.
- **Fee Schedule:** finalize schedule and establish a competitive bidding/procurement process for potential subcontractors.
- **Diversion Reporting:** setup system for logging and reporting on weight & volume to establish baseline metrics per stream.
- **Communication:** establish lines of communication for customer support with the key component of maintaining positive morale amongst all parties and ensure stakeholders are engaged with PCMC's zero waste goal.
- **Stakeholder Meetings:** much of Year 1 spent in discovery sessions with various stakeholders in order to create an all-encompassing perspective of the changes required to move PCMC towards its zero waste goal with the main focus on understanding their needs (investigate sources of waste, assess purchasing decisions, determine service needs, clarify billing, etc.).
- **3rd Party Haulers:** avoid service interrupt by seamlessly transitioning customers using a 3rd party hauler to contracted service providers (i.e. Momentum Recycling or Republic Services).
- **Customer Data:** compile a list of all BID area businesses + construct a template on relevant data points to collect related to services, hauler(s), billing, concerns/requests, etc.
- **Waste Assessment:** catalog each business's waste stream and handling (container location, size, frequency, hauler, etc.) along with the data furnished in the City's *Waste Characterization Study*.
- **Service Enhancements:** assess potential service improvements or additional services to divert more materials in the waste stream (i.e. electronic waste, grease, etc.).
- **Signage:** create universal signage for BID Area use.



www.MomentumRecycling.com
info@momentumrecycling.com
658 S 4050 W, SLC, UT 84104
(801) 355-0334

Year 2: Implementation + Assessment

Diversion Goal: 25%

Overview: The Manager will implement waste stream changes and assess their impact while becoming the waste advisory person to BID customers.

- **Operational Adjustments:** strategize enhancements based on diversion data collected in Year 1 to implement operational adjustments.
- **Waste Management Plan:** after initial assessment/meetings, finalize & communicate plan for specific actions required to reach diversion milestones.
- **City Ordinances:** work closely with PCMC to identify amendments or additions to existing ordinances as well as to provide support in drafting new ordinances require adherence to the City's waste diversion strategy.

Year 3: Monitoring Progress / Making Adjustments

Diversion Goal: 30%

Overview: mutual option to extend funding for Manager's role.

Year 4: Monitoring Progress / Making Adjustments

Diversion Goal: 40%

Year 5: Monitoring Progress / Making Adjustments

Diversion Goal: 50%

Year 6: Monitoring Progress / Making Adjustments

Diversion Goal: 60%

Cost + Payment

The Manager will dedicate twenty (20) hours per week, noting that some weeks may require more hours (particularly at first) while others may require fewer hours. The hourly rate is \$56.25 per hour. The monthly total invoice to PCMC shall not exceed \$4,500.00.

Momentum Recycling will issue monthly statements to PCMC for the Manager's time during the prior month. PCMC will pay Momentum Recycling within thirty (30) days of the date of invoice.

Closure

All tangible deliverables will be provided to PCMC & HPCA for their review and approval. Any significant modifications to this Scope of Work must be approved in writing by PCMC, the HPCA and Momentum Recycling.

Last Updated: March 16, 2022

Exhibit B – Stakeholder Input-Timeline

Stakeholder Input/Timeline

- 2/20/20 – Interviews with Grappa, Riverhorse, Shabu, Patagonia on diversion efforts.
- 6/25/20 – Council Action - Republic contract extension. Council restates goals to have a diversion program in the BID.
- 9/2/21 – Council Work Session on RFP Scope. Goals and timeline for 80% diversion stated.
- 10/21/21- Staff, Recycle Utah, HPCA Selection Committee
- 11/2/21– HPCA trash subcommittee & Exec. Board members review and support selection committee analysis & recommendation..
- 11/8/21 – HPCA Exec. Board members review recommendation.
- 11/11/21 – Council WS on Selection & Scope.
- 11/16/21 – HPCA Board Presentation.
- 11/18/21 – Council Action - Council award of Republic Contract.
- 1/27/22 – Staff, HPCA, Momentum discussion on scope and contract
- 3/31/22 – Council potential action on Momentum Contract

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute the Construction Agreement in a Form Approved by the City Attorney's Office with Vancon Inc., for the Construction of the Rossie Hill Stairs in an Amount Not to Exceed \$298,000.00

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Rossie Hill Stairs Contract Award Staff Report](#)

[Exhibit A: Vancon Bid](#)

[Exhibit B: Rossie Hill Stairs Vicinity Map](#)

[Exhibit C: Old Town Stairs Typical Construction](#)

City Council Staff Report



Subject: Rossi Hill Stairs Construction
Author: Matthew A. Twombly
Department: Sustainability
Date: March 31, 2022
Type of Item: Administrative – Award of Contract

Recommendation

Authorize the City Manager to execute a Construction Agreement in a form approved by the City Attorney's Office with Vancon Inc., for the construction of the Rossi Hill Stairs in an amount not to exceed \$298,000.

Background

As part of the Lilac Hills Subdivision process, stairs from Rossi Hill Drive to Deer Valley Loop Road were required as a condition of approval for the development. The developer contributed \$75,000 to the stairway construction. Staff worked with the Bureau of Land Management to secure a public right of way on the adjacent narrow parcel of property adjacent to the development to construct the public stairway. The stairway project was originally combined with the Rossi Hill Drive Roadway Reconstruction project bid in 2021, however there were no bidders at that time. Staff and the project engineers (Ward Engineering Group) decided to split the project into 2 separate projects to get better bids.

The stairway will connect residents of Eagle Pointe subdivision, Coalition View Court, McHenry Avenue and other Rossi Hill Drive residents to Deer Valley Loop, Deer Valley Drive, and the Deer Valley bus route, see Exhibit B attached. The stairs will be constructed of wood stringers, wood and metal handrail system, and the galvanized metal grate treads and landings with wood nosing consistent with the rest of the Old Town Stairways, see Exhibit C attached.

Analysis

In accordance with the Park City Contracting and Purchasing Policy C. 12., acquisition of the following items must be awarded through the formal bidding process:

- a. All contracts for building improvements over the amount specified by state code, specifically:
 - I. for the year 2003, \$40,000
 - II. for each year after 2003, the amount of bid limit for previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lessor of 3% or the actual percent change in the CPI during the previous calendar year. (~\$58,000 in FY 2022)

Staff advertised the Rossi Hill Stairs Construction Project in the Park Record on March 2nd and 5th, in the Deseret News on February 25th and March 4th, in the Salt Lake Tribune on February 27th and March 4th, the Utah Legal Notices website, and the City's website. The sealed bids were opened on March 14, 2022.

There were two responsive bidders and the bid of \$298,000 by Vancon Inc., is the lowest responsive and responsible bid. There was one other contractor who arrived late and therefore their bid was deemed unresponsive, and their bid was not accepted or opened. The breakdown of the two responsive bids is outlined below:

	Firm	Total Bid
	Vancon Inc.	\$298,000
	Beador Construction Company, Inc.	\$705,300

Vancon Inc., was the contractor for the Sandridge to China Bridge Stairs, Shorty Stairs Retread, 3rd Street Stairs Retread, the Treasure Hill Parking as well as many other projects of various sizes in the state of Utah. The project is slated to start as soon as the contract can be executed, and the contractor can mobilize. There is likely a significant lead time on the wood and metal materials. There is a substantial completion date of July 1, and final completion date of July 31, 2022.

Department Review

Sustainability, Engineering, Legal, Executive and City Manager.

Funding

There is currently a \$75,000 contribution by the developer and the remaining funds will come from the Old Town Improvement Study CIP.

Attachments

- A Vancon Inc., Bid Form
- B Vicinity Map
- C Old Town Stairs Typical Construction

BID FORM
PARK CITY, UTAH
ROSSI HILL STAIRWAY

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Park City Municipal Corporation (Rossi Hill Stairway)

Attn: Matt Twombly, Sustainability Offices

445 Marsac Ave.

P.O. Box 1480

Park City, Utah 84060

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted and awarded by the City Council, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 All submittals shall be public records in accordance with government regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 Bidder shall submit a bid for all bid schedules. Projects submitted without all bid schedules will be considered incomplete. Bids lacking the required information will not be considered.

5.03 **BID SCHEDULE**

Rossi Hill Stairway	
Lump Sum Bid Price =	298,000.00

If there is a conflict between the written and numerical amount the written amount shall supersede.

ARTICLE 6 – SCHEDULE OF VALUES

6.01 The schedule of values in this section does not constitute the bid. Any incidental omission of items listed in the schedule does not warrant a change order. Bidders are responsible to furnish the work in full for the lump sum bid, and as indicated in the plans and according to all specifications. The schedule of values is intended be used to evaluate the bids and to calculate and determine progress and/or partial payments only. Refusal to provide a schedule of values for the work is considered a non-responsive bid.

6.02 **SCHEDULE**

Schedule of Values		
Designation	Description	Total
A	Mobilization	17,000.00
B	Quality Control	5,500.00
C	Public Involvement	4,000.00
D	Temporary Controls	5,000.00
E	Site Clearing	18,000.00
F	Stairway Construction	235,000.00
G	Concrete Flatwork	7,500.00
H	Re-Seeding and Site Restoration	6,000.00
TOTAL =		298,000.00

ARTICLE 7 – TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete as described below:

- A. Bidder agrees that the Work will be substantially complete and operational on or before (July 1, 2022), and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before (July 31, 2022).

B. Substantial Completion includes the construction, testing, inceptions, and written acceptance of the following major items of work.

- Complete Stairway Construction
- Complete Concrete Replacement and New Flatwork

C. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents shall be attached to and made a condition of this Bid

- A. Required Bid security in the form of five percent (5%) (Bid Bond)
- B. Form C-410M: Bid Form Supplemental
- C. Affidavit of Non-Collusion, provided per section C-420S: Affidavit of Non-Collusion

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions

ARTICLE 10 – BID SUBMITTAL

10.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: VanCon Inc. (SEAL)

State of Incorporation: Utah
Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): Ken Van Sickle

Title: Vice President

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State Where Project is Located] is 4/12/99.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: 1825 N Mountain Springs Pkwy

Springville, UT 84663

Phone: 801-491-8898 Email: 801-491-8883

Submitted on MARCH 14, 2022.

State Contractor License No. 367938-5901 (If applicable)

END SECTION

BID FORM
(SUPPLEMENTAL)
PARK CITY, UTAH
ROSSI HILL STAIRWAY

TABLE OF ARTICLES

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ARTICLE 10 – BIDDER STATUS REPORT

10.01 Bidder:

- A. Name: VanCon Inc.
- B. Signature: 
- C. Address: 1825 N Mtn. Springs Pkwy, Springville, UT 84663
- D. Telephone: 801-491-8898

10.02 Report:

- A. Number of employees: 160
- B. Bidder's company is (check the following as applicable)
1. ☒ Independently owned and operated
 2. ☐ An affiliate of: _____
 3. ☐ A subsidiary of: _____
 4. ☐ A division of: _____
 5. ☐ A business with gross revenue in excess of: \$ _____
 6. ☐ A business with gross revenue below: \$ _____
- C. Parent Company
1. Name: _____
 2. Address: _____
 3. Telephone: _____
 4. Facsimile: _____
- D. Number of years as a contractor in construction work of this type: 30+
- E. List of current jobs now under construction: (add additional sheets if necessary)

<u>Client</u>	<u>Telephone</u>	<u>Contract Amount</u>	<u>Type of Job</u>
1. <u>See attached list</u>			
2. _____			
3. _____			
4. _____			

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we VanCon, Inc.
1825 No. Mountain Springs Parkway, Springville, UT 84663
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto

Park City Municipal Corporation

445 Marsac Ave., Park City, UT 84060

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Rossi Hill Stairway

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th of March, 2022.

Emily Burr
(Witness)

VanCon, Inc.

(Principal)

(Seal)

BY: [Signature] Vice President
(Title)

Stacie Hanson
(Witness)

Stacie Hanson

Employers Mutual Casualty Company
(Surety)

BY: Stephanie Garahana
(Title) Attorney-in-Fact



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Stephanie Garahana

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

Principal : VanCon, Inc.

Obligee : Park City Municipal Corporation

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

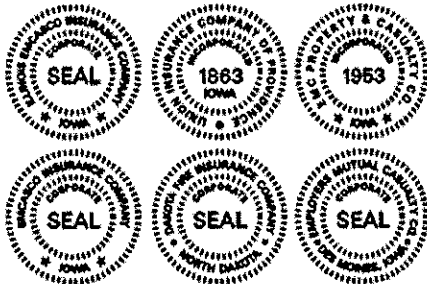
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of March, 2022.

J. D. Clough

Vice President

E: Current Projects

PROJECT NAME	OWNER'S CONTACT PERSON	PHONE	ADDRESS	TYPE OF WORK	ENGINEER	CONTACT	PHONE	CONTRACT DATE	STATUS	COST OF WORK
SLC East West Conveyance Line	Courtney Hamer	(801) 483-6781	courtneyhamer@slco.gov	Culinary WSP pipeline	Bowen Collins & Associates	Landsey Minck	801-495-2224	11/20 to 3/2022	78%	\$7,075,833
West Bountiful 400 North Wellhouse	Kris Nilsen	801-292-4486 ext. 108	knilsen@wcbv.org	well house	CRS	Mark Chandler	801-556-1765	2/2021 to 3/2022	91%	\$1,316,870
SFSP South Fields Reach 2	Chris Hansen	801-226-7139	chrish@cuwcd.com	Irigation WSP, HDPE pipeline	CUWCD	Chris Hansen	801-226-7139	5/2021 to 4/2023	62%	\$31,947,000
TBID 6200 S Waterline Replacement	Mark Chalk/manager	801-968-9081		Culinary DIP pipeline	Sunrise Engineering	Benjamin Coray	435-743-6151	7/2021 to 4/2022	45%	\$908,487
Tooele County Rowley Road Bridge Replacement	Brandon Bender	435-843-2137	brandonbender@tooeleco.org	bridge repair	Bowen Collins & Associates	Jon Oldham	801-495-2224	7/2021 to 4/2022	70%	\$771,984
Millville 170 S Well House	Chad Kendrick	435-994-1232	ckendrick642@gmail.com	well house	Jones & DeMille Engineering	James Saunder	435-896-8266 ext. 182	7/2021 to 2/2022	70%	\$922,500
Logan Crockett Well Rebuild	Alex Oliphant	435-716-9165	alex.oliphant@loganutah.org	well house	CRS Engineers	Mark Chandler	801-359-5565	8/2021 to 4/2022	61%	\$1,726,060
CUWCD Swanson Diversion Dam Modification	Chris Hansen	801-226-7139	chrish@cuwcd.com	Dam/Diversion	CRS Engineers	Mark Chandler	801-359-5565	8/2021 to May 4, 2022	19%	\$912,025
Santaquin Zone 11 West PI System CM/GC	Norm Beagley	801-636-6899	nbeagley@santaquin.org	Pump Station, water storage tank, pipeline, CM/GC	CUWCD	Chris Hansen	801-226-7139	8/2021 to 11/2022	47%	\$320,000
Washington Grapevine Wells 3-6	Mike Shaw	801-483-3454		repair	Sunrise Engineering	Dustin Shaffer	435-652-8450	9/2021 to 4/2022	74%	\$536,290
PRWID WTP Chain & Flight	Lester Dalton	435-668-8294		modification	Waterworks	Cory Christiansen	801-556-3725	10/2021 to 2/2022	33%	\$283,946
Herriman Hamilton Well Rehabilitation	Justin Edwards	801-727-0953	jedwards@herriman.org	rehab				10/2021 to 4/2022	40%	\$104,434
SLCo Meadowbrook Golf Course North Well	Angelo Calacino	385-468-1818	acalacino@slco.org	new well	Bowen Collins & Assoc.	Eric Neil	801-495-2224	10/2021 to 4/2022	65%	\$1,640,570
PRWID WTP Chain & Flight	Lester Dalton	435-668-8294		modification	Waterworks	Cory Christiansen	801-556-3725	10/2021 to 2/2023	11%	\$3,018,850
JVWCD Southeast Collection Line Access Improvements	Travis Christensen	801-565-4300	travis@jvwcd.org	vault	Bowen Collins & Assoc.	Cristina Nelson	801-495-2224	10/2021 to 3/2022	16%	\$435,000
JVWCD 2022 Vault Improvement	Kevin Rubow	801-565-4300	kevin@jvwcd.org	vault modification	Hansen Allen & Luce	Tyler Hansen	801-566-5599	10/2021 to 12/2022	10%	\$1,870,000
SLCo Cardiff Bridge Boardwalk	Angelo Calacino	385-468-1818	acalacino@slco.org	trail				10/2021 to 2/2022	1%	\$673,346
JVWCD 10200 S 3600 W Pump Station	Travis Christensen	801-565-4300	travis@jvwcd.org	pump station	AEPS	Sam Fankhauser	801-898-9286	11/2021 to 2/2023	1%	\$10,437,000

F. List four projects of this size and complexity within the last five years:

	<u>Client</u>	<u>Telephone</u>	<u>Contract Amount</u>	<u>Type of Job</u>
1.	See attached			
2.				
3.				
4.				

G. Has your company ever failed to complete any work awarded you? ☐ YES ☒ NO

If so, when, where, and why? _____

ARTICLE 11 – SUBCONTRACTOR AND SUPPLIER REPORT

11.01 Bidder:

A. Name: VanCon Inc.
B. Address: 1825 N Mtn-Springs Pkwy, Springville, UT 84663
C. Telephone: 801-491-8898

11.02 Report

- A. Failure of the Bidder to specify a subcontractor for any portion of the work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.
- B. Bidder will be fully responsible to the Owner for the acts and omissions of its subcontractors and suppliers.
- C. Nothing contained in the Contract Documents shall create or imply any contractual relationship between subcontractor(s) and/or supplier(s) and the Owner.
- D. The names and addresses of the subcontractors, suppliers and independent quality control consultants who will work under the terms of the Contract Documents are set forth as follows:

MAIN SUBCONTRACTORS	
Name and Address, Nature and Extent of Work to be Sublet	
1	
2	
3	
4	
MAJOR SUPPLIERS	
Name and Address, Nature and Extent of Material to be Provided	
1	
2	
3	
4	
INDEPENDENT QUALITY CONTROL	
Name and Address, Nature and Extent of Services	
1	
2	
3	
4	

11.03 Effective Date

- A. Bidder executes this Subcontractor & Supplier Report and declares it to be in effect as of
March 14, 2022.

11.04 Bidder Subscription

- A. Bidder's signature: 
- B. Bidder's printed name: Ken Van Sickle
- C. Title: Vice President

END OF SECTION

Park City Trailhead at Lowell Ave (Treasure Hill)

October 2020 to April 2021

2020

\$163,135
FINAL AMOUNT



Owner

Park City
Logan Jones
435-615-5176

Engineer

Horrocks Engineering
Rob Sunderlage
801-319-7388

Quick Look

- Canyon work
- Parking
- Kiosk

Project Description

Construction of five-stall parallel parking area adjacent to a Park City public road with a concrete sidewalk adjacent to the proposed parking areas. This project also includes amenities such as decorative railing and retaining walls, trailhead kiosk and seating area, site grading, and landscape restoration. The project is outside the Park City Oil Ordinance Boundary and all excavated soils remained on-site.

Project Manager

Doug Riley

Superintendent

Shane, Robert, Mateo

Bid Amount: \$172,135

Justification: Pavilion provided by owner contrary to bid plan.

96% self-performed
Location: Park City, UT

Completed within Contract Time, No Claims or Disputes Filed

2019

Campus Way Apartments Stair Tower

November 2018 to March 2019

2019

\$85,500

FINAL AMOUNT

Project Description

VanCon installed new guard rails and repaired and patched the concrete and steel plate of a three-story set of stairs for an apartment complex in Provo.

Owner

Redstone Residential

Nick Putnam

801-819-8490

Bid Amount: \$85,500

Project Manager

Brandon Hundley

Superintendent

Jarod Moffitt

100% self-performed
Provo, UT

Completed within Contract Time, No Claims or Disputes Filed

1844

Parley's Little Dell Rec Area ADA Improvements

November 2018 to December 2018

2018

\$147,092

FINAL AMOUNT



Owner

Salt Lake City
Shane Jones
801-852-6773

Engineer

Waterworks
Cory Christensen
801-785-4105

Quick Look

- ADA improvements

Project Description

VanCon poured concrete ADA parking and installed handrails, ramps, and pavement markings for ADA improvements to an existing recreation area.

Project Manager

Brandon Hundley

Superintendent

Jarod Moffitt

Bid Amount: \$132,222

Justification: Changes to plan per engineer.

85% self-performed
SLC, UT

Completed within Contract Time, No Claims or Disputes Filed

1836

Park City Street Stair Tread

September to December 2018

2018

\$147,300

FINAL AMOUNT

Project Description

VanCon installed new "Diamond Grip" galvanized 12-gauge steel treads and landings, cedar nosing, and handrails on the 3rd and 4th Street stairs in Park City.

Owner

Park City
Matt Twombly
435-615-5177

Bid Amount: \$147,300

100% self-performed
Park City, UT

Project Manager

Brandon Hundley

Superintendent

Jarod Moffitt

Completed within Contract Time, No Claims or Disputes Filed

1833

AFFIDAVIT OF NON-COLLUSION

STATE OF: Utah

COUNTY OF Utah

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature [Signature]

Printed name Ken Van Sickle

Title Vice President

Company VanCon Inc.

Before me, a Notary Public in and for said County and State personally appeared,
Ken Van Sickle, who acknowledged the truth of the statements in
the foregoing affidavit on this 14 day of MARCH, 20 22.

Signature of Notary Public Emily Dunn

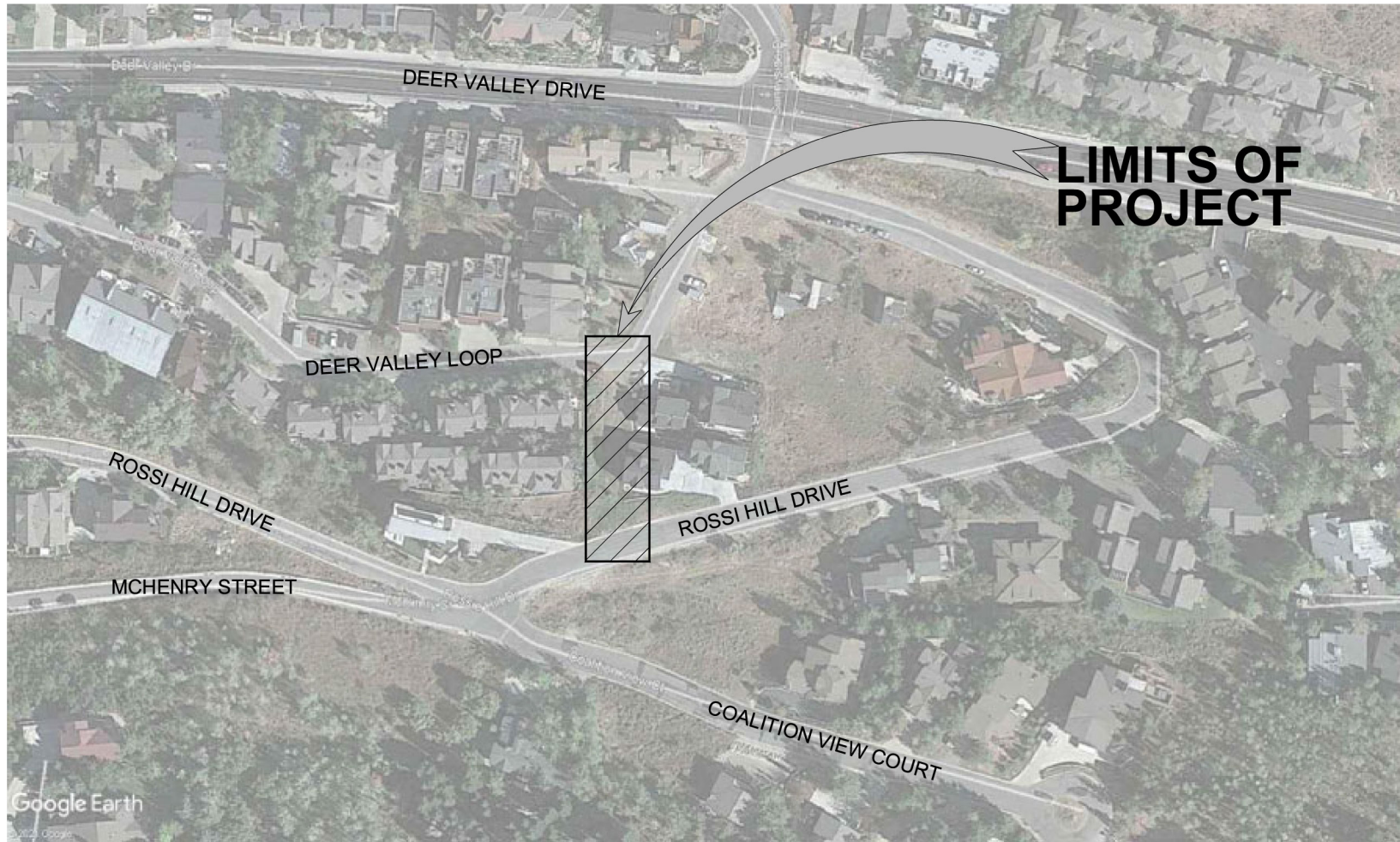
Printed or typed name Emily Dunn

County of residence Utah

Commission expiration date of Notary Public 6-22-23



Exhibit B



VICINITY MAP

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Construction Agreement with Wardell Brothers Construction to Construct the Quinn's Junction Park and Ride Project, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$3,452,472.30
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Quinn's Junction Park and Ride Construction Contract Staff Report](#)

[Exhibit A: Project Location Map](#)

[Exhibit B: Quinn's Bid Summary](#)

[Exhibit C: Wardell Brothers Bid](#)

[Exhibit D: Draft Construction Agreement](#)

[Exhibit E: Quinn's Park and Ride Evaluation](#)

City Council Staff Report



Subject: Quinns Junction Park and Ride Construction Contract
Author: John Robertson, PE, City Engineer
Department: Engineering
Date: March 31, 2022
Type of Item: Consent

Recommendation

Authorize the City Manager to execute a construction agreement with Wardell Brothers Construction (Contractor) to construct the Quinns Junction Park and Ride Project (Project), in a form approved by the City Attorney, not to exceed \$3,452,472.30.

Executive Summary

The Project was advertised beginning on January 18, 2022, and construction bids were due on March 3, 2022. The project was advertised in several local periodicals for a total of four (4) weeks. Six addendums were prepared in response to questions submitted by various interested parties and to clarify various federal wage requirements that are a part of this contract. The bid opening date was pushed out twice to provide the contractors ample opportunity to review and process the issued addendums. Five bids were received ranging from the lowest responsive/responsible bid submitted by the Contractor to the highest submitted bid of over \$5 million dollars (Exhibit B).

Upon review of all submitted bids, we confirmed that the Contractor had included all required documentation and was the lowest responsive/responsible bidder. We request authority be given to the City Manager to enter into a contract with the Contractor in a form approved by the City Attorney to construct the Project.

Background

PCMC was awarded a grant of \$3.9M from the Federal Transportation Administration (FTA) for the construction of a park and ride lot. In April of 2020 the Transportation Planning Department presented an update to Council that included the Project status and a summary of the reasoning behind the selection of the site at Quinn's Junction adjacent to the US-40 northbound on-ramp (Exhibit E). When completed the Project will create 465 parking stalls and support the elevation of transit priority services on SR-248.

Construction will begin as weather permits (May 2022). It is anticipated that the project will be completed in Fall 2022, hopefully making it available for winter 2022/23.

Below is a list of Council actions or discussions taken during the design phase of the project.

- November 9, 2017 - Staff presented an overall programmatic update to City Council that included updates on local and regionally significant transportation projects. The park and ride improvements on SR-248 were included and supported in this update.
- March 24, 2018 - Staff issued an RFP for the park and ride site evaluation and design that was posted in all the normal media outlets.
- February 28, 2019 – City Council approved a design professional services agreement to AECOM for final design and plan preparation services.
- March 15, 2019 – Staff issued a Notice to Proceed for the site evaluation and final design services to AECOM.
- April 2020 – Update to Council regarding the Project that included a recap of the initial policy direction related to site constraints, available funding, and a summary of the planning/design/analytical work conducted to that date in time.
- July 29, 2020 – First addendum executed to prepare a traffic impact study at the request of UDOT.

Analysis

Staff reviewed the submitted bid documents and determined that all the required documentation per the bid documents were submitted and confirmed that the bid was both responsive and responsible.

Department Review

This staff report has been reviewed by the City Manager, Community Development, Budget and the Attorney's Office.

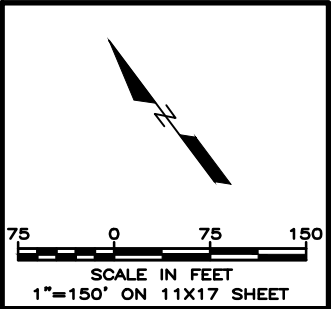
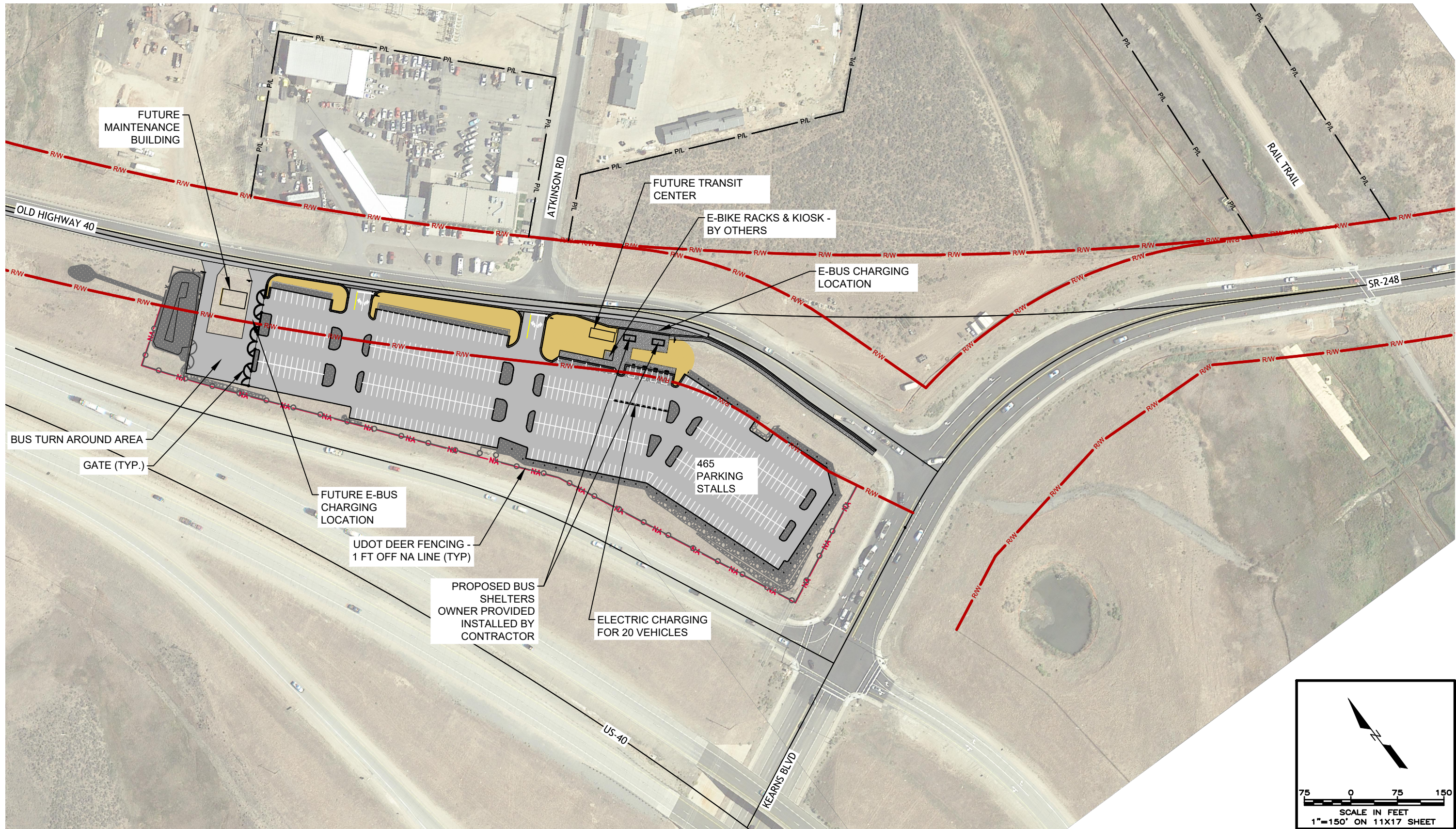
Funding Source

The Quinn's Junction Park and Ride lot is a fully funded capital project using the FTA grant and several local funded transportation funding sources including the Transportation Sales Tax initiative and Third Quarter County Tax.

Exhibits

Exhibit A: Project Location Map
 Exhibit B: Bid Summary
 Exhibit C: Wardell Brothers Construction bid
 Exhibit D: Draft Construction Agreement
 Exhibit E: Quinn's Park and Ride Evaluation

DWG File: C:\pwworking\aeacom ds21 na 2020\dms68851\C-100-103 SITE PLAN.dwg



REV	DATE	DESCRIPTION
C	04-13-2020	90% PACKAGE
B	08-14-2020	60% PACKAGE
A	01-24-2020	30% PACKAGE

Submittal:

EXHIBIT

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:
J. UPRIGHT/
S. CARROLL

Checked By:
G. STONE

Approved By:
J. UPRIGHT

QUINN'S JUNCTION PARK AND RIDE

**OVERALL SITE
C-100**

1" = 150' @ 11X17

CADD Filename:
C-100-103 SITE PLAN.dwg

Submittal Date:
10/06/2021

Contract No.:
60600697

Alignment: _____ Sheet No.: **8**
42

QUINNS JUNCTION

					VanCon		SkyView Excavation & Grading Inc.		MC Contractors		Wardell Brothers		Geneva Rock	
Item #	Specification	Quinn's Junction Bid Description	Bid Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE NO. 1 - GENERAL REQUIREMENTS														
101	APWA 01.17.11	Mobilization	1	Lump Sum	\$ 125,000.00	\$ 125,000.00	\$ 150,000.00	\$ 150,000.00	\$ 275,000.00	\$ 275,000.00	\$ 225,000.00	\$ 225,000.00	\$ 115,000.00	\$ 115,000.00
102	APWA 01.15.26	Traffic Control	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
103	APWA 01.11.13	Public Information Services	1	Lump Sum	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 277,450.00	\$ 277,450.00	\$ 277,450.00	\$ 277,450.00	\$ 243,000.00	\$ 243,000.00
TOTAL SCHEDULE NO. 1														
SCHEDULE NO. 2 - ROADWAY														
201	APWA 01.17.09	Dust Control and Watering	1000	1000 gallon	\$ 10.00	\$ 10,000.00	\$ 35.00	\$ 35,000.00	\$ 10.00	\$ 10,000.00	\$ 28.61	\$ 28,610.00	\$ 10.00	\$ 10,000.00
202	APWA 02.41.21	Remove manhole	201	Linear Foot	\$ 20.00	\$ 4,020.00	\$ 5.00	\$ 1,005.00	\$ 4.00	\$ 800.00	\$ 5.40	\$ 1,080.00	\$ 4.00	\$ 800.00
203	APWA 02.41.21	Remove Fence	1118	Linear Foot	\$ 5.00	\$ 5,590.00	\$ 1.25	\$ 1,397.50	\$ 1.00	\$ 1,118.00	\$ 1.25	\$ 1,397.50	\$ 1.00	\$ 1,118.00
204	APWA 31.05.11	Concrete Runway (Plan Quantity)	166	Cubic Yard	\$ 75.00	\$ 12,450.00	\$ 35.00	\$ 5,810.00	\$ 4.00	\$ 666.00	\$ 4.00	\$ 666.00	\$ 4.00	\$ 666.00
205	APWA 31.11.00	Clearing and Grubbing (Plan Quantity)	2	Acre	\$ 12,000.00	\$ 24,000.00	\$ 14,000.00	\$ 28,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,000.00	\$ 10,000.00	\$ 7,000.00	\$ 14,000.00
206	APWA 31.23.16	Remove Asphalt Pavement	1005	Square Yard	\$ 5.00	\$ 5,025.00	\$ 15.00	\$ 15,075.00	\$ 15.00	\$ 15,075.00	\$ 15.00	\$ 15,075.00	\$ 15.00	\$ 15,075.00
207	APWA 31.23.16	Roadway Excavation (Plan Quantity)	17120	Cubic Yard	\$ 15.00	\$ 256,800.00	\$ 35.00	\$ 600,240.00	\$ 9.00	\$ 154,230.00	\$ 10.00	\$ 171,200.00	\$ 10.00	\$ 171,200.00
208	UDOT 2020 Specification 0201	HECP Type 3	47	1000 Square Feet	\$ 175.00	\$ 8,225.00	\$ 195.00	\$ 9,165.00	\$ 160.00	\$ 7,520.00	\$ 350.00	\$ 16,450.00	\$ 0.20	\$ 9.40
209	APWA 32.11.21	Unseamed Base Course (Plan Quantity)	4208	Cubic Yard	\$ 70.00	\$ 294,560.00	\$ 42.00	\$ 176,736.00	\$ 42.00	\$ 176,736.00	\$ 44.00	\$ 185,552.00	\$ 44.00	\$ 185,552.00
210	APWA 32.15.05	HMA 1 1/2 Inch	3101	Ton	\$ 115.00	\$ 356,615.00	\$ 91.00	\$ 282,010.00	\$ 91.00	\$ 282,010.00	\$ 81.00	\$ 251,811.00	\$ 70.00	\$ 217,470.00
211	APWA 32.15.13	Concrete Flapwork 1 Inch Thick	2520	Square Linear Foot	\$ 13.00	\$ 32,760.00	\$ 16.00	\$ 40,320.00	\$ 16.00	\$ 40,320.00	\$ 15.00	\$ 37,800.00	\$ 15.00	\$ 37,800.00
212	APWA 32.15.13	Concrete Waterways 4 feet	118	Linear Foot	\$ 130.00	\$ 15,340.00	\$ 64.00	\$ 7,552.00	\$ 75.00	\$ 8,850.00	\$ 85.00	\$ 10,075.00	\$ 85.00	\$ 10,075.00
213	APWA 32.18.14	Pavement Access Road	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
214	APWA 32.18.13	APWA Concrete Curb and Gutter Type A	1539	Linear Foot	\$ 80.00	\$ 123,120.00	\$ 30.00	\$ 46,170.00	\$ 30.00	\$ 46,170.00	\$ 30.00	\$ 46,170.00	\$ 30.00	\$ 46,170.00
215	APWA 32.18.13	APWA Concrete Curb Type B	3849	Linear Foot	\$ 31.00	\$ 119,319.00	\$ 30.00	\$ 115,470.00	\$ 31.00	\$ 119,319.00	\$ 31.00	\$ 119,319.00	\$ 31.00	\$ 119,319.00
216	APWA 32.18.14	Asphalt Release Curb and Gutter Type B	1	Linear Foot	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
217	APWA 32.18.13	Concrete Mitrebox	11442	Square Linear Foot	\$ 137.00	\$ 1,567,334.00	\$ 8.00	\$ 91,536.00	\$ 7.00	\$ 80,090.00	\$ 7.00	\$ 80,090.00	\$ 7.00	\$ 80,090.00
218	APWA 32.31.13	Chain Link Gate 4'-0" x 12'-0"	4	Each	\$ 1,500.00	\$ 6,000.00	\$ 3,500.00	\$ 14,000.00	\$ 5,000.00	\$ 20,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,750.00	\$ 15,000.00
219	APWA 32.31.13	Chain Link Fence 4'-0"	306	Linear Foot	\$ 30.00	\$ 9,180.00	\$ 80.00	\$ 24,480.00	\$ 60.00	\$ 18,360.00	\$ 75.00	\$ 22,950.00	\$ 61.11	\$ 18,720.00
220	UDOT 2020 Specification 0202	Right of Way Fence, Type G (Wood Post)	1475	Linear Foot	\$ 15.00	\$ 22,125.00	\$ 24.00	\$ 35,400.00	\$ 24.25	\$ 35,737.50	\$ 13.00	\$ 19,312.50	\$ 26.15	\$ 38,571.25
221	Project Special 22-27	Brickwork Retaining Wall	808	Square Yard	\$ 300.00	\$ 242,400.00	\$ 55.00	\$ 44,440.00	\$ 300.00	\$ 242,400.00	\$ 200.00	\$ 161,600.00	\$ 250.00	\$ 201,600.00
222	APWA 31.05.19	SB Fence	5240	Foot	\$ 4.00	\$ 20,960.00	\$ 3.00	\$ 15,720.00	\$ 2.50	\$ 13,100.00	\$ 2.50	\$ 13,100.00	\$ 2.50	\$ 13,100.00
223	APWA 31.05.19	Info Protection	1	Each	\$ 160.00	\$ 160.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
224	See sheet S-001 through S-100	Bus Shelter Footing/Foundation	2	Each	\$ 25,000.00	\$ 50,000.00	\$ 20,000.00	\$ 40,000.00	\$ 21,500.00	\$ 43,000.00	\$ 10,000.00	\$ 20,000.00	\$ 22,750.00	\$ 45,500.00
225	See sheet DT-110	Pipe Baffle	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
TOTAL SCHEDULE NO. 2						\$ 1,904,632.00		\$ 1,787,677.50		\$ 1,479,498.35		\$ 1,514,253.40		\$ 1,296,446.40
SCHEDULE NO. 3 - STORM DRAIN SYSTEM														
301	APWA 31.05.19	Concrete - Substation	80	Square Yard	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 6.00	\$ 480.00	\$ 24.00	\$ 1,920.00	\$ 14.00	\$ 1,120.00
302	APWA 31.05.19	Concrete - Substation	80	Square Yard	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 6.00	\$ 480.00	\$ 24.00	\$ 1,920.00	\$ 14.00	\$ 1,120.00
303	APWA 31.05.02	Damage Pipe - 15 inch RCP	1221	Linear Foot	\$ 110.00	\$ 134,310.00	\$ 75.00	\$ 91,575.00	\$ 75.00	\$ 91,575.00	\$ 75.00	\$ 91,575.00	\$ 75.00	\$ 91,575.00
304	APWA 31.05.02	15" End Section	2	Each	\$ 1,500.00	\$ 3,000.00	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
305	APWA 31.05.02	Shallow Catch Basin	6	Each	\$ 1,000.00	\$ 6,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
306	APWA 31.05.02	Concrete Drainage Structure 36 in x 50 inch	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
307	APWA 31.05.02	Concrete Drainage Structure 54 in x 84 inch	1	Each	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
308	Project Special 21-47	Infiltration Basin	12076	Square Feet	\$ 25.00	\$ 301,900.00	\$ 4.00	\$ 48,304.00	\$ 2.50	\$ 30,190.00	\$ 4.00	\$ 48,304.00	\$ 4.00	\$ 48,304.00
309	APWA 31.05.02	Diameter Basin	7204	Square Feet	\$ 17.00	\$ 122,468.00	\$ 5.00	\$ 36,020.00	\$ 5.00	\$ 36,020.00	\$ 2.50	\$ 18,010.00	\$ 4.00	\$ 28,816.00
TOTAL SCHEDULE NO. 3						\$ 782,881.00		\$ 528,421.00		\$ 388,668.45		\$ 538,384.00		\$ 321,664.40
SCHEDULE NO. 4 - STRIPING AND SIGNING														
401	APWA 32.17.21	Pavement Marking Paint	49	Gallon	\$ 100.00	\$ 4,900.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00
402	APWA 32.17.21	Pavement Marking Paint	49	Gallon	\$ 100.00	\$ 4,900.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00	\$ 110.00	\$ 5,390.00
403	APWA 32.01.05	Sign Type A-1 12X18 inch	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
404	APWA 32.01.05	Sign Type A-1 18X18 inch	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
405	APWA 32.01.05	Sign Type A-1 24X18 inch	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
406	APWA 32.01.05	Sign Type A-1 30X12 inch	4	Each	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 775.00	\$ 3,100.00	\$ 700.00	\$ 2,800.00	\$ 700.00	\$ 2,800.00
407	APWA 32.01.05	Sign Type A-1 30X14 inch	4	Each	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00
408	APWA 32.01.07	Reflective Sign 18 inch x 24 Square Feet	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
TOTAL SCHEDULE NO. 4						\$ 11,500.00		\$ 41,480.00		\$ 35,245.00		\$ 35,679.00		\$ 19,630.00
SCHEDULE NO. 5 - SEWER SYSTEM														
501	SHWRD Construction Specifications Chapters 4 & 5	6 inch PVC Pipe	600	Linear Foot	\$ 300.00	\$ 180,000.00	\$ 85.00	\$ 51,000.00	\$ 71.25	\$ 42,750.00	\$ 140.00	\$ 84,000.00	\$ 125.00	\$ 75,000.00
502	SHWRD Construction Specifications Chapters 4 & 5	4 inch PVC Pipe	632	Linear Foot	\$ 230.00	\$ 145,260.00	\$ 68.00	\$ 43,184.00	\$ 51.00	\$ 32,361.00	\$ 73.00	\$ 46,359.00	\$ 72.00	\$ 45,720.00
503	SHWRD Construction Specifications Chapters 4 & 5	6" Single Sewer Clean Out	1	Each	\$ 3,200.00	\$ 3,200.00	\$ 1,800.00	\$ 1,800.00	\$ 1,222.00	\$ 1,222.00	\$ 2,010.00	\$ 2,010.00	\$ 1,785.00	\$ 1,785.00
504	SHWRD Construction Specifications Chapters 4 & 5	6" Double Sewer Clean Out	4	Each	\$ 4,100.00	\$ 16,400.00	\$ 2,400.00	\$ 9,600.00	\$ 1,081.00	\$ 4,324.00	\$ 2,345.00	\$ 9,380.00	\$ 2,235.00	\$ 8,940.00
505	SHWRD Construction Specifications Chapters 4 & 5	4" Sewer Clean Out	2	Each	\$ 3,200.00	\$ 6,400.00	\$ 800.00	\$ 1,600.00	\$ 500.00	\$ 1,000.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
506	SHWRD Construction Specifications Chapters 4 & 5	6x6 PVC Elbow (22.5)	4	Each	\$ 500.00	\$ 2,000.00	\$ 150.00	\$ 600.00	\$ 120.00	\$ 480.00	\$ 850.00	\$ 3,400.00	\$ 300.00	\$ 1,200.00
507	SHWRD Construction Specifications Chapters 4 & 5	4x4 PVC Elbow (45)	1	Each	\$ 500.00	\$ 500.00	\$ 50.00	\$ 50.00	\$ 110.00	\$ 110.00	\$ 850.00	\$ 850.00	\$ 275.00	\$ 275.00
508	SHWRD Construction Specifications Chapters 4 & 5	6x6 PVC Elbow (45)	2	Each	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 120.00	\$ 240.00	\$ 850.00	\$ 1,700.00	\$ 300.00	\$ 600.00
509	SHWRD Construction Specifications Chapters 4 & 5	6x4 PVC WYE (45)	1	Each	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 177.00	\$ 177.00	\$ 850.00	\$ 850.00	\$ 340.00	\$ 340.00
510	SHWRD Construction Specifications Chapters 4 & 5	6x6 PVC WYE (45)	4	Each	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 185.00	\$ 740.00	\$ 850.00	\$ 3,400.00	\$ 415.00	\$ 1,660.00
511	SHWRD Construction Specifications Chapters 4 & 5	10x6 PVC WYE (45)	1	Each	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$		

BID FORM

PROJECT IDENTIFICATION: **Quinn's Junction Park and Ride**

THIS BID IS SUBMITTED TO: **Park City Municipal Corporation**
 PO Box 1480
 445 Marsac Avenue
 Park City, UT 84060

- F. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- G. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within thirty (30) days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Bidding Documents and of the Following Addenda (receipt of all of which is hereby included with this bid package.):

Date	Number
<u>2/10/2022</u>	<u>#1</u>
<u>2/16/2022</u>	<u>#2</u>
<u>2/22/2022</u>	<u>#3</u>

2/23/2022 #4
2/25/2022 #5
2/28/2022 #6

- B. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- C. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance for furnishing of the Work and Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.
- D. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information

or data with respect to said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

- E. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- I. Bidder will complete the Work for the unit and lump sum prices as shown on the Bid Schedule and Detailed Specifications. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price. Final payment will be based upon actual quantities installed.
- J. The Project Completion Date shall be as stated on the Bid Form and the executed Construction Agreement. **The substantial completion date shall be by no later than August 31, 2022. The final project completion date will be no later than September 30, 2022.** The successful bidder, simultaneously with the execution of the Construction Agreement, will be required to furnish Performance and Payment Bonds in the amount equal to one hundred percent (100%) of the contract price, and said bonds shall be secured from a company satisfactory to Park City Municipal Corporation. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- K. The following documents are attached to and made a condition of this Bid:
 - A. Required bid Security in the Form of a Bid Bond.
 - B. Proposed Subcontractor list.
 - C. Contractor Qualification Sheet.
 - D. Park City Quinn's Junction Park and Ride Project Federal Clauses including Davis Bacon Wages, Civil Rights Laws and Regulations, Payroll forms, Prompt Payment Requirements, Buy America, and other requirements associated with Federal Funding **-ISSUED WITH AN ADDENDUM #1**
 - E. Permit requirements from the Utah Department of Transportation.
- L. Communications concerning this Bid shall be addressed to:

The address of bidder below:

Name of Contractor Wardell Brothers Construction

Contact Person Jordache Wardell
 Address 427 E 100 N
 City, State, Zip Morgan UT 84050
 Telephone 801-829-4999
 Fax # 801-829-3064
 E-mail jwardell@wardellbrothers.com

- M. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he/she may submit to the Engineer written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be delivered to each person receiving a set of documents. Neither the Owner nor the Project Manager or Project Engineer will be responsible for any other explanations or interpretations of the proposed documents.
- N. The following documents are required to be submitted with the Bid:
- a. List of Proposed Subcontractors
 - b. Contractors Qualification Sheet
 - c. Bid Bond
 - d. Contractor license
- O. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63G-2-309, as amended."
- P. The Construction Agreement will prevail in all cases, followed by Specifications, Special Provisions, and General Conditions.

Item #	Quinns Junction Bid Description	Bid Quantity	Unit	Unit Price	Total Price
SCHEDULE NO. 1 - GENERAL REQUIREMENTS					
101	Mobilization	1	Lump Sum	\$115,000.00	\$115,000.00
102	Traffic Control	1	Lump Sum	\$25,000.00	\$25,000.00
103	Public Information Services	1	Lump Sum	\$5,600.00	\$5,600.00
<u>TOTAL SCHEDULE NO. 1</u>					\$145,600.00

SCHEDULE NO. 2 - SITE					
201	Dust Control and Watering	1000	1000 gallon	\$ 10.00	\$ 10,000.00
202	Remove guardrail	293	Linear Foot	\$ 6.00	\$ 1,758.00
203	Remove Fence	1118	Linear Foot	\$ 5.00	\$ 5,590.00
204	Granular Borrow (Plan Quantity)	166	Cubic Yard	\$ 48.00	\$ 7,968.00
205	Clearing and Grubbing (Plan Quantity)	7	Acre	\$ 6,800.00	\$ 47,600.00
206	Remove Asphalt Pavement	1005	Square Yard	\$ 16.00	\$ 16,080.00
207	Roadway Excavation (Plan Quantity)	17120	Cubic Yard	\$ 10.00	\$ 171,200.00
208	HECP Type 3	47	1000 Square Feet	\$ 350.00	\$ 16,450.00

209	Untreated Base Course (Plan Quantity)	4308	Cubic Yard	\$ 44.00	\$ 189,552.00
210	HMA-1/2 Inch	3183	Ton	\$ 81.00	\$ 257,823.00
211	Concrete Flatwork 8 Inch Thick	2428	Square Linear Foot	\$ 13.50	\$ 32,778.00
212	Concrete Waterway, 4 feet	118	Linear Foot	\$ 65.00	\$ 7,670.00
213	Pedestrian Access Ramp	4	Each	\$ 2,540.00	\$ 10,160.00
214	APWA Concrete Curb and Gutter Type A	1559	Linear Foot	\$ 36.00	\$ 56,124.00
215	APWA Concrete Curb Type P	3449	Linear Foot	\$ 23.00	\$ 79,327.00
216	Amended Release Curb and Gutter Type E	120	Linear Foot	\$ 54.00	\$ 6,480.00
217	Concrete Sidewalk	11442	Square Linear Foot	\$ 10.50	\$ 120,141.00
218	Chain Link Gate, h=6ft x w=12ft	4	Each	\$ 1,450.00	\$ 5,800.00
219	Chain Link Fence, h=6ft	356	Linear Foot	\$ 75.00	\$ 26,700.00
220	Right of Way Fence, Type G (Wood Post)	1475	Linear Foot	\$ 13.50	\$ 19,912.50
221	Bouldered Retaining Wall	808	Square Yard	\$ 282.00	\$ 227,856.00
222	Silt Fence	3240	Feet	\$ 3.35	\$ 10,854.00
223	Inlet Protection	5	Each	\$ 225.00	\$ 1,125.00
224	Bus Shelter Footings/Foundation	2	Each	\$ 10,000.00	\$ 20,000.00
225	Pipe Bollard	5	Each	\$ 1061.00	\$ 5,305.00
TOTAL SCHEDULE NO. 2					\$ 1,354,253.50

SCHEDULE NO. 3 - STORM DRAIN SYSTEM					
301	Geotextile - Stabilization	80	Square Yard	\$24.00	\$1,920.00
302	RipRap	8847	Square Feet	\$7.40	\$65,467.80
303	Drainage Pipe - 15 Inch RCP	1221	Linear Foot	\$76.00	\$92,796.00
304	15" End Section	3	Each	\$1,250.00	\$3,750.00
305	Shallow Catch Basin	6	Each	\$4,200.00	\$25,200.00
306	Concrete Drainage Structure 3ft to 5ft deep	3	Each	\$4,900.00	\$14,700.00
307	Concrete Drainage Structure 5ft to 9ft deep	3	Each	\$6,080.00	\$18,240.00
308	Infiltration Basin	12878	Square Feet	\$7.70	\$99,160.60
309	Detention Basin	7264	Square Feet	\$2.35	\$17,070.40
<u>TOTAL SCHEDULE NO. 3</u>					\$338,304.80

SCHEDULE NO. 4 - STRIPING AND SIGNING					
401	Pavement Marking Paint	49	Gallon	\$108.00	\$5,292.00
402	Pavement Message (Performed Thermoplastic)	13	Each	\$314.00	\$4,082.00
403	Sign Type A-1 12X18 Inch	5	Each	\$1,790.00	\$8,950.00
404	Sign Type A-1 18X9 Inch	5	Each	\$1,790.00	\$8,950.00
405	Sign Type A-1 24X18 Inch	1	Each	\$785.00	\$785.00
406	Sign Type A-1 30X12 Inch	4	Each	\$785.00	\$3,140.00
407	Sign Type A-1 30X30 Inch	4	Each	\$840.00	\$3,360.00
408	Relocate Sign Less than 20 Square Feet	2	Each	\$560.00	\$1,120.00
<u>TOTAL SCHEDULE NO. 4</u>					\$35,679.00

SCHEDULE NO. 5 - SEWER SYSTEM					
501	6 Inch PVC Pipe	600	Linear Foot	\$ 140.00	\$ 84,000.00
502	4 Inch PVC Pipe	635	Linear Foot	\$ 73.00	\$ 46,355.00
503	6" Single Sewer Clean Out	1	Each	\$ 2,010.00	\$ 2,010.00
504	6" Double Sewer Clean Out	4	Each	\$ 2,345.00	\$ 9,380.00
505	4" Sewer Clean Out	2	Each	\$ 1,400.00	\$ 2,800.00
506	6x6 PVC Elbow (22.5)	4	Each	\$ 850.00	\$ 3,400.00
507	4x4 PVC Elbow (45)	1	Each	\$ 850.00	\$ 850.00
508	6x6 PVC Elbow (45)	2	Each	\$ 850.00	\$ 1,700.00
509	6x4 PVC WYE (45)	1	Each	\$ 850.00	\$ 850.00
510	6x6 PVC WYE (45)	4	Each	\$ 850.00	\$ 3,400.00
511	10x6 PVC WYE (45)	1	Each	\$ 850.00	\$ 850.00
<u>TOTAL SCHEDULE NO. 5</u>					\$ 155,595.00

SCHEDULE NO. 6 - WATER SYSTEM					
601	16 Inch Ductile Iron Pipe	1280	Linear Foot	\$ 213.00	\$ 272,640.00
602	Reducing Ductile Iron Elbow (90)	1	Each	\$ 3,290.00	\$ 3,290.00
603	16 Inch X 16 Inch X 6 Inch Ductile Iron Tee	4	Each	\$ 5,170.00	\$ 20,680.00
604	16 Inch X 16 Inch Ductile Iron Elbow (11.25)	4	Each	\$ 4,860.00	\$ 19,440.00
605	Water Meter	1	Each	\$ 7,260.00	\$ 7,260.00
606	Fire Hydrant Assembly and Valve Box	2	Each	\$ 9,100.00	\$ 18,200.00
607	2 Inch Polyethelene Tubing	75	Linear Foot	\$ 22.00	\$ 1,650.00
608	8 Inch Ductile Iron Pipe	15	Linear Foot	\$ 107.00	\$ 1,605.00
609	16 Inch X 16 Inch Ductile Iron Elbow (45)	2	Each	\$ 4,650.00	\$ 9,300.00

610	Air and Vacuum Valve	1	Each	\$ 9,850.00	\$ 9,850.00
611	16" Butterfly Valve	1	Each	\$ 8,990.00	\$ 8,990.00
612	8" Gate Valve	1	Each	\$ 2,960.00	\$ 2,960.00
613	Cap	2	Each	\$ 1,390.00	\$ 2,780.00
614	2" Above Ground Irrigation Meter	1	Each	\$ 5,350.00	\$ 5,350.00
<u>TOTAL SCHEDULE NO. 6</u>					\$ 383,995.00

SCHEDULE NO. 7 - ELECTRICAL					
701	Adjust UDOT CCTV Electrical Service	1	Lump Sum	\$10,000.00	\$10,000.00
702	Parking Lot Lighting	1	Lump Sum	\$396,400.00	\$396,400.00
703	Electric Vehicle Charging Station	1	Lump Sum	\$95,000.00	\$95,000.00
704	Electric Bus Charging Station	1	Lump Sum	\$450,000.00	\$450,000.00
TOTAL SCHEDULE NO. 7					\$951,400.00
SCHEDULE NO. 8 - LANDSCAPING					
801	Geotextile - Weed Barrier	2105	Square yard	\$13.00	\$27,365.00
802	Strip, Stockpile, and Spread Top Soil (Plan Quantity)	2105	Square Yard	\$6.00	\$12,630.00
803	Broadcast Seed	3	Acre	\$2,500.00	\$7,500.00
804	Shrub/ Trees	1	Lump Sum	\$40,150.00	\$40,150.00
TOTAL SCHEDULE NO. 8					\$87,645.00
BID TOTAL					\$3,452,472.32

(If there is a conflict between the written and numerical amount, the written amount shall supersede)

The undersigned, in compliance with your invitation for bids for the Park City Bus Shelter Improvements, in Park City, Utah, having examined the Drawings and Specifications and related Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby offer to furnish all labor, materials and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

SUBMITTED ON March 3rd 2022

Utah Contractor's License Number 5521203-5501

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone Number: _____

A Partnership

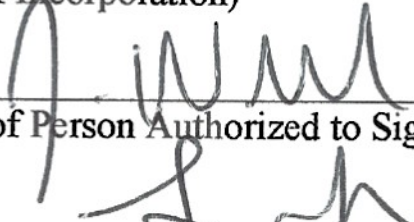
By _____ (SEAL)
(Individual's Name)

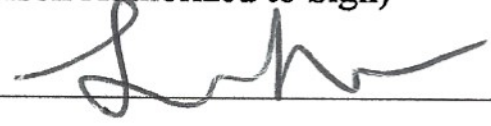
Wardell Brothers Construction (General Partner)
Business Address: 427 E 100 N Morgan UT 84050
Phone Number: 801-829-4999

A Corporation

By Wardell Brothers Construction (Corporate Seal)
(Corporation Name)

Utah
(State of Incorporation)

By 
(Name of Person Authorized to Sign)

Attest 
(Secretary)

Business Address: 427 E 100 N Morgan UT 84050
Phone Number: 801-829-4999

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wardell Brothers Construction, Inc.
P.O. Box 827
Morgan, UT 84050

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Hwy 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

Park City Municipal Corporation
PO Box 1480, 445 Marsac Avenue
Park City, Utah 84060

BOND AMOUNT:

Five Percent (5%) of amount bid

PROJECT:

(Name, location or address, and Project number, if any)

Quinn's Junction Park and Ride
US-40 Park City, Utah

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

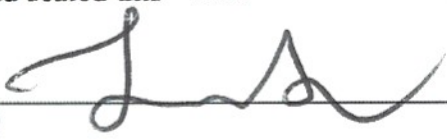
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February, 2022


(Witness)
LEAVITT INSURANCE & CENTRAL BOND SERVICES, INC.
746 EAST WINCHESTER ST., SUITE 120
(Witness)
SALT LAKE CITY, UT 84107

Wardell Brothers Construction, Inc.

(Principal)

(Seal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

(Title) David T. Smedley - Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alan C. Anderson, Robyn B. Jensen, Brett Palmer, David T. Smedley, Michael R. Vowles, Danise Worwood**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

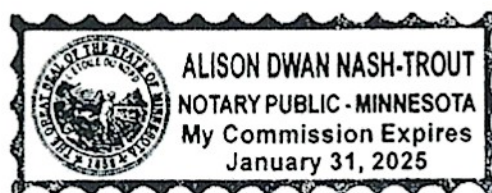
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of February, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CONTRACTOR QUALIFICATION SHEET

(List similar projects completed by the contractor over the past three (3) years)

Date 3/3/21

SEE ATTACHED.

NAME OF PROJECT	DOLLAR AMT OF PROJECT	OWNER REFERENCE (NAME AND TELEPHONE NO.)	COMPLETION DATE



Wardell Brothers Construction

Work Experience 2019

Job	Job Name	Description	Owner	Engineer	Comp Date	Dollar Value of Work Completed	Number of Dollar Amount in Change Orders	Reason for Change Orders	Project Manager	Project Super	Completeness in Contract time?	Claim or Dispute?	Description of Similarities	Davis-Bacon Act
0803	FLAGSTAFF	Earthwork for lodge in Park City.	Talisker/Okland Const.	Mike Despaigne 801 870 0068	2008	\$ 789,480.00	\$74,280	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Exported 50,000 CY of cut material	NO
0814	DUTCH JOHN AIRPORT RUNWAY IMP.	Construct airport runway	Daggett County/Uintah Engineering	Chris Clark 435 789 1017	2009	\$ 1,424,137.24	-\$49,460	Design Change	Jordache Wardell	Roger Wardell	Yes	None	Move 40,000 CY of material onsite	NO
0816	US-40 FORT DUCHESENE	Roadway Widening	UDOT/Civco Engineering	Troy Ostler 435 789 5448	2009	\$ 1,802,463.26	\$349,844	Quantity Increase	Jordache Wardell	Simoron Wardell	Yes	None	Move 25000 CY of material	YES
0901	ESCALANTE CITY SPRING TRANS.	Install 88000 LF of 10 and 8 inch waterline	Escalante City/Earthfax Engineering	Gene Player 801 561 1555	2009	\$ 1,729,641.00	\$282,255	Quantity Increase	Jordache Wardell	Moroni Wardell	Yes	None	Install 88,000 LF of underground	NO
0902	US-6; TIE FORK REST AREA	Roadway Widening	UDOT/UDOT	Matt Parker 801 782 0814	2009	\$ 776,840.00	\$148,454	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Import 10000 tons of roadbase	YES
1007	DUTCH JOHN WATER SYSTEMS IMP.	Install 12000 LF of water line	County/Uintah Engineering, 435-784-3154	Chris Clark 435 789 1017	2011	\$ 849,700.37	\$10,122	Added Work	Jordache Wardell	Dallas Wardell	Yes	None	Install 12000 feet of underground	YES
1010	SR 147; 1800 E TO US 89	Roadway Widening	UDOT/UDOT	Julie Birtcher 801 782 0814	2011	\$ 676,053.00	\$60,639	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Roadway widening, Davis Bacon UDOT	YES
1012	LIBERTY CANAL PIPING	Install 36000 LF of 32" Canal Pipe	Liberty Ditch Company/Wayne Beck (208) 847-8941	Korey Walker 801 420 3929	2011	\$ 682,789.00	-\$23,945	Design Change	Jordache Wardell	Moroni Wardell	Yes	None	Install 36000 feet of irrigation piping	YES
1113	SEEP RIDGE SEGMENT 3	Install storm drain culverts and box culvert. 115480 CY of Roadway Excavation	Uintah SSD/Civco Engineering, 435-789-4636	Troy Ostler 435 789 5448	2012	\$ 578,950.00	\$23,079	Design Change	Jordache Wardell	Simoron Wardell	Yes	None	Install storm drain culverts and box culvert. 115480 CY of Roadway Ex	NO
1203	PROFESSIONAL CLASSROOM WEBERS	Earthwork and utilities for new Weber State Campus	Weber State/Big-D	John Kemp 801 415 6000	2012	\$ 2,962,904.00	\$1,037,065	Design Build project	Jordache Wardell	Moroni Wardell	Yes	None	Site cut and fill 125,000 CY. Storm Drain Install	NO
1206	SR 36 MP 51.02 SOUTH MTN ROAD	Roadway Widening	UDOT/UDOT	Bryan Chamberlain 801 910 2530	2012	\$ 633,706.00	\$66,156	Design Change	Jordache Wardell	Simoron Wardell	Yes	None	Roadway Widening	YES

1305	SR 248 Richardson Flat to RD Val	Roadway Widening	UDOT/Udot Jon Ogden 801 910 2583	Matt Zundel 801 910 2581	2013	\$	1,352,840.00	\$54,453	Quantity increase	Jordache Wardell	Dallas Wardell	Yes	None	Roadway Widening	YES
1307	Nichols Road Widening	Roadway Widening	Fruit Heights City Brandon Green 801- 546-0861	Brandon Jones 801 476 9768	2014	\$	1,236,245.00	\$74,968	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Roadway Widening	NO
1410	Rasmussen Road Trail	Construct asphalt trail	Snyderville Basin Rec District-Bob Radke 435 649 1564 Ex19	Bob Radke	2014	\$	1,012,224.00	\$38,146	Design Change	Jordache Wardell	Moroni Wardell	Yes	None	Construct asphalt trail	NO
1415	1975 N Storm Drain and Widening	Storm drain and widening	Plain City Corp. Mitch 801 731 4908	Wasatch Civil- Brad Jensen 801 775 9191	2014	\$	451,121.00	\$15,687	Added Work	Jordache Wardell	Moroni Wardell	Yes	None	Storm drain and widening	NO
1422	IHC Park City	Excavation & Grading	IHC		2015	\$	937,450.00	\$165,537	Added Work	Jordache Wardell	Moroni Wardell	Yes	None	Storm drain and material moved onsite, 49800 Tons Imported.	NO
1501	Welby Rail Yard	Construct Rail Spur	Savage Industries		2015	\$	566,688.00	\$164,669	Quantity increase	Jordache Wardell	Simoron Wardell	Yes	None	Site cut and fill 45000 CY	NO
1502	Lone Peak Parkway	Construct Roadway	Draper City		2015	\$	1,283,700.00	\$249,664	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Roadway Widening	NO
1503	Silver Eagle Roadway & Pipe Project	Construct Roadway/Install pipe	Silver Eagle Refinery		2015	\$	675,151.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Misc hourly work	NO
1504	I-80;Judd & Hobson Lane Bridge	Roadway Excavation	UDOT/Drycreek		2015	\$	63,978.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Backfill concrete structures	YES
1505	Cochrane Lane Roadway Imp	Roadway Reconstruction	Draper City		2015	\$	451,049.00	\$17,427	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Move 5000 CY of material.	NO
1506	2015 Solids Removal	Transport Solids	Metropolitan Water Dist.		2015	\$	43,082.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Small Export	NO
1507	Traverse Ridge Road Widening	Roadway Widening	Draper City		2015	\$	1,162,668.00	\$6,873	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Move 25000 CY of roadway material, import 18000 Tons	NO
1508	Weber River Scour Project	Install Riprap	Weber County	Jared Anderson 801 829 8238	2015	\$	67,151.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Install riprap rock	NO
1509	Valley Lake Storm Drain Project	Install storm drain	Weber County	Jared Anderson 801 829 8238	2015	\$	224,834.00	\$19,313	Added Work	Jordache Wardell	Moroni Wardell	Yes	None	Install 24-42 inch storm drain pipe.	NO
1510	2015 Morgan Sewer Ponds	Construct Sewer	Morgan	Jamie Grandpre 801 821 6324	2015	\$	185,018.00	\$0	None	Jordache Wardell	Jordache Wardell	Yes	None	Misc hourly work	NO

1511	Millennium Trail, PCCC Project	Construct asphalt trail	Snyderville	Bob Radke 435 649 1564 Ex19	2015	\$	246,484.00	\$19,078	Quantity increase	Jordache Wardell	Moroni Wardell	Yes	None	Construct asphalt trail	NO
1512	Welby Rail Yard Water Line	Install Water Line	Savage Industries		2015	\$	139,044.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Install Waterline	NO
1513	Sandy Canal Trail/11000-11400 S	Construct asphalt trail	Sandy City		2015	\$	253,371.00	\$40,981	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Construct asphalt trail	NO
1601	US-40;Bridge Preservation	Bridge Preservations	UDOT/Granite		2016	\$	562,854.19	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Bridge backfilling	YES
1602	Skyline Drive	Construct Roadway	Weber County Jared Anderson 801 829 8238	CRS Engineers Craig 801 330 3143	2016	\$	2,522,000.00	\$125,400	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Move 110,000 CY of roadway material. Install 3500 feet of 24-48" storm drain	NO
1603	Morgan Co Airport Runway Rehab	Construct Runway Apron	Morgan County Mike Waite 801 821 0640	Shawn Shuler 801 618 7911	2016	\$	947,850.00	\$125,000	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Move 55000 CY of material offsite and import backfill	NO
1604	Old Highway Trail Project	Construct asphalt trail	Morgan County	Mike Waite 8018210640	2016	\$	97,095.47	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Construct asphalt trail	NO
1605	South Mtn Rd - East Depot Section	Construct roadway	Tooele County Rod Thompson 435 830 2016	PEPG Ryan Kitchen 801 870 8814	2016	\$	639,338.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Move 125,000 CY of roadway material for new roadway.	NO
1606	Highway 224 Trail Project	Construct asphalt trail	Snyderville Basin Rec District	Bob Radke 435 649 1564 Ex19	2016	\$	409,677.20	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Construct asphalt trail	NO
1607	Solids Removal Project 2016	Removal of water treatment solids residuals	Metropolitan Water Dist.		2016	\$	41,543.03	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Removal of water treatment solids residuals	NO
1608	UDOT Morgan Maintenance Facility	Earthwork, underground utilities	Brubaker Construction	Bob Greer 801 891 8686	2016	\$	731,623.55	\$115,000	Design Change	Jordache Wardell	Dallas Wardell	Yes	None	Move 25000 CY of cut material. Install 2500 feet of storm drain	NO
1609	2016 Industrial Road Reconstruction	Construct roadway	Morgan City	Jamie Grandpre 801 821 6324	2016	\$	185,309.03	\$0	None	Jordache Wardell	Dallas Wardell	Yes	None	Construct asphalt trail	NO
1610	Ogden Bay - North Run Wetlands	Constructed Wildlife Habitat	Utah Div of Wildlife Resources	Chris Christiansen 801 910 9480	2016	\$	185,550.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Constructed Wildlife Habitat	NO
1611	Frito Lay Improvements	Drainage repair	Savage Industries		2016	\$	87,845.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Drainage Repair	NO

1704	650 West Farmington	2.5 Miles of roadway reconstruction	Farmington City	Chad Boshell 801 864 0917	2017	\$	2,710,000.00	\$358,655	Design Change/Added quantity	Jordache Wardell	Dallas Wardell	Yes	None	Move 65000 CY Of material onsite. Install 4500 feet of storm drain	NO
1701	Americold(200,000 SF Building Pad in Clearfield)	150000 CY of earthwork and 6000 feet of utilites	Primus Builders Dean 678 236 2428	Christian Michaelsen 801 710 9225	2017	\$	2,482,293.00	\$548,001	Design Build project	Jordache Wardell	Dallas Wardell	Yes	None	150000 CY of earthwork and 6000 feet of utilites	NO
1702	Old Maple Farms	4000 feet of utilites. 2500 feet of roadway	Ford Development Cole Rowser 801 829 8440	Nate Reeves 801 458 8006	2017	\$	1,405,500.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None	Roadway and storm drain	NO
1708	Nordic Valley Slide Repair	7500 Tons of import and 700' of road reconstruction	Weber County	Jared Anderson 801 829 8238	2017	\$	390,780.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None	Repair landslide	NO
1801	US 40 Daniels Canyon	40000 tons of import. 5 miles of road widening	UDOT	Jason Richins. 801 360 4985	2018	\$	3,948,521.00	\$625,480	Change/Increased Quantity	Jordache Wardell	Dallas Wardell	Yes	None	Import 40,000 tons.	YES
1802	700 S 1000 W Clearfield	Roadway Reconstruction	Clearfield City	CEC	2018	\$	1,211,079.00	\$113,189		Jordache Wardell	Dallas Wardell	Yes	None		NO
1803	Island Road Substation	Roadway Reconstruction	Morgan City	Jamie Grandpre 801 821 6324	2018	\$	67,732.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None		NO
1804	Old Maple Farms	Utilities & Roadway	Ford Development Cole Rowser 801 829 8440	Nate Reeves 801 458 8006	2018	\$	288,937.00	\$0	None	Jordache Wardell	Simoron Wardell	Yes	None		NO
1805	125 North Street	Roadway Reconstruction	Morgan City	Jones & Assoc	2018	\$	747,387.00	\$82,896		Jordache Wardell	Dallas Wardell	Yes	None		NO
1806	Morgan Waste Water Treatment Facility	Waste Water Treatment Facility	Morgan City		2018	\$	382,965.00	\$25,398		Jordache Wardell	Dallas Wardell	Yes	None		NO
1807	1050 E Street Rebuild	Roadway Reconstruction	South Ogden City	Wasatch Civil-Brad Jensen 801 775 9191	2018	\$	234,500.00	\$0	None	Jordache Wardell	Moroni Wardell	Yes	None		NO
1808	Black Willow Subdivision	Utilities & Roadway	John Adkins	Shane McFarland 801 837 8783	2018	\$	648,113.00	\$69,826		Jordache Wardell	Dallas Wardell	Yes	None		NO
1809	Heather Meadows Subdivision	Utilities & Roadway	Clear Creek Development, LLC		2018	\$	262,440.00	\$13,645		Jordache Wardell	Moroni Wardell	Yes	None		NO
1810	Whittier Estates Subdivision	Utilities & Roadway	Utah Land Guys		2018	\$	938,006.00	\$52,806		Jordache Wardell	Dallas Wardell	Yes	None		NO

1811	Mutton Hollow Subdivision	Roadway Reconstruction, storm drain modifications	Davis County	ESI Engineering	2018	\$	869,334.00	\$97,195		Jordache Wardell	Moroni Wardell	Yes	None		NO
1812	Island Circle Subdivision	Utilities & Roadway	Paul Freed		2018	\$	67,390.00	\$10,085		Jordache Wardell	Moroni Wardell	Yes	None		NO
1813	Harold Crane WMA	Dike Restoration, Levee/Roadway Gravel Surfacing	DFCM State of Utah	Equinox Engineering	2018	\$	386,330.00	\$15,000		Jordache Wardell	Moroni Wardell	Yes	None		NO
1814	Turner Subdivision	Utilities & Roadway	Eric Turner		2018	\$	62,770.00	\$8,480		Jordache Wardell	Moroni Wardell	Yes	None		NO
1815	5350 S Road Reconstruct	Roadway Reconstruction	Washington Terrace City	Jones & Assoc	2018	\$	226,581.00	\$56,407		Jordache Wardell	Dallas Wardell	Yes	None		NO
1901	Iowa Springs Box Culvert	Off-System Bridge	UDOT		2019	\$	644,971.00	\$1,828		Jordache Wardell	Moroni Wardell	Yes	None		YES
1902	4700 West Hooper	Utilities & Roadway	Hooper City	JUB Engineers	2019	\$	2,568,621.00	\$245,271		Jordache Wardell	Moroni Wardell	Yes	None		YES
1903	Aiport Storm Drain Road	Reconstruct, Relocate Taxiways	Ogden City Corporation	Airport Development Group	2019	\$	220,609.00	\$ 30,816.00		Jordache Wardell	Moroni Wardell	Yes	None		NO
1904	Shepard Lane	Asphalt Replacement, Storm Drain, Curb & Gutter	Kaysville City	JUB Engineers	2019	\$	1,071,028.00	\$ 189,962.00		Jordache Wardell		Yes	None		NO
1905	Jeremy Ranch Frontage Roads		Dry Creek Structures		2019	\$	3,048,153.00	\$ 271,956.00		Jordache Wardell	Dallas Wardell	Yes	None		NO
1906	West Porterville Pipeline	25,900 feet 20"-10" Fused HDPE, 35 Turnout Services	West Porterville Irrigation Co	JUB Engineers	2020	\$	1,513,328.00	\$ 28,476.00		Jordache Wardell	Moroni Wardell	Yes	None		NO
1908	Kilby Underpass		Dry Creek Structures		2019	\$	339,578.00	\$ -		Jordache Wardell	Dallas Wardell	Yes	None		NO
2101	180 Truck Parking	Reconstruct l 80 rest area. 15000 Tons of import	UDOT	UDOT Jon Ogden 801 910 2580	2021	\$	1,458,800.00	\$456,581	Added Work	Jordache Wardell	Dallas Wardell	Yes	None		YES
2004	US 40 Bridges at Mayflower	75000 CV export, 50000 tons import	UDOT	Wayne Cummings 8013197792	2021	\$	2,485,540.00	\$121,400	Added Work	Jordache Wardell	Dallas Wardell	Yes	None		YES

NOTICE:
THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

Business License

The below named person or firm is hereby granted a license to do business as stated below in Morgan City, Utah, subject to provisions of the Business License Ordinance of Morgan City and subsequent amendments relating to the above for the period indicated.

NAME: WARDELL BROTHERS CONSTRUCTION

TO: PO BOX 827

MORGAN, UT 84050-0827

MORGAN CITY
State of Utah
90 W. Young Street • P.O. Box 1085
Morgan, Utah 84050-1085
(801) 829-3461

License No. 711
DATE ISSUED: 01/06/2022

RENEWAL DATE: 01/06/2022

LICENSE PERIOD: 01/01/2022 - 12/31/2022

BUSINESS LOCATION: 427 E 100 N

TYPE OF BUSINESS: GENERAL LICENSE

Stephanie Haver

BUSINESS LICENSE OFFICIAL

THIS LICENSE IS NOT TRANSFERABLE

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 05/21/2008

EXPIRATION DATE: 11/30/2023

ISSUED TO: WARDELL BROTHERS
CONSTRUCTION, INC.
PO BOX 827
MORGAN UT 84050



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

5521203-5501

Contractor With LRF

DBAs: None Associated

B100, E100

SEE ATTACHED LIST

LIST OF PROPOSED SUBCONTRACTORS

	SUBCONTRACTOR	ADDRESS	TELEPHONE	PORTION OF WORK
1.	BT GALLEGOS	PO Box 598	435-723-5703	Storm Drain
2.				
3.				
4.				
5.				
6.				



WARDDELL BROTHERS CONSTRUCTION
P.O. BOX 827 | 427 EAST 100 NORTH
MORGAN, UTAH 84050
801.829.4999 | www.wardellbrothers.com

Subcontractor Participation Report

Project Name:	QUINNS JUNCTION PARK AND RIDE	Customer:	PARK CITY MUNICIPAL CORPORATION
Job Number:		Billing Address:	445 MARSAC AVENUE PARK CITY, UT 84060
Bid As:		Phone:	
Estimator:		Contact:	
Project Address:		Target Bid Price:	\$3,420,222.25
Completion Date:			

Subcontractor Information

Subcontractors:		9	Total Subcontracted †:	\$1,797,604.81	% of Target Price:	52.56%			
Company Name	Contact	Phone	Amount	% of Price	License #	Address	City	State	Zip
B.T. GALLEGOS CONSTRUCTION CO.		(435) 723-5703	\$59,685.00	1.75%		P.O. BOX 598	BRIGHAM CITY	UT	84302
CACHE VALLEY ELECTRIC		(801) 908-6666	\$904,402.84	26.44%		1338 S GUSTIN RD	SALT LAKE CITY	UT	84104
CMK CONSTRUCTION			\$212,252.50	6.21%		5615 S 6800 W	HOOPER	UT	84315
CUSTOM FENCE CO., INC.		(801) 546-2161	\$48,837.44	1.43%		293 NORTH 650 WEST	KAYSVILLE	UT	84037
EARTHWORKS LANDSCAPE		(435) 640-9945	\$204,424.00	5.98%		3856 PACK SADDLE CIRCLE	PARK CITY	UT	84098
GENEVA ROCK		(801) 765-7800	\$244,408.00	7.15%		1565 W 400 N	OREM	UT	84057
PECK STRIPING, INC.		(801) 965-9995	\$9,926.43	0.29%		PO BOX 271070	SALT LAKE CITY	UT	84127-1070
PECK TRAFFIC SAFETY, LLC		(801) 965-9995	\$24,375.00	0.71%		P O BOX 271070	SALT LAKE CITY	UT	84127
TERRAWORKS CONSTRUCTION AND LANDSCAPING			\$85,993.60	2.51%		PO BOX 634	BOUNTIFUL	UT	84011

Legend: † denotes that the Total Subcontracted value may include "Quick" subcontracted cost.

Memorandum

DATE: 2/2/22

TO: Park City Municipal Corporation

FROM: Tori Berry
Civil Rights Manager

SUBJECT: Quinns Junction parking lot, Park City

DBE GOAL

Please set the following goal on this project:

DAVIS BACON WAGE RATES "ARE" REQUIRED

DBE Goal Base 1.00% *SEE ATTACHED*

Your attention to the DBE goal is appreciated. This memo is valid for 6 months or if changes are made to scope of work, it will need to be resubmitted to Civil Rights for revision. If you have any questions or suggestions, please call the Civil Rights Office at (801) 965-4208.

DBE PARTICIPATION



WARDELL BROTHERS CONSTRUCTION

P.O. BOX 827 | 427 EAST 100 NORTH

MORGAN, UTAH 84050

801.829.4999 | www.wardellbrothers.com

Minority Participation Detail Report

Project Name: QUINNS JUNCTION PARK AND RIDE	Customer: PARK CITY MUNICIPAL CORPORATION
Job Number:	Billing Address: 445 MARSAC AVENUE
Bid As:	PARK CITY, UT 84060
Estimator:	Phone:
Project Address:	Contact:
Completion Date:	

Minority Summary

Minority Type	Required \$	Required %	Current \$	Current %	Difference \$	Difference %
DBE	\$34,415.01	1.00%	\$59,685.00	1.73%	\$25,269.99	0.73%
Target Bid Price					\$3,441,501.05	

Disadvantaged Business Enterprise (DBE)

Description	Assigned	Amount \$	Participation %
Total Subcontractor Quotes		\$59,685.00	1.73%
B.T. GALLEGOS CONSTRUCTION CO., BRIGHAM CITY, UT	DBE	\$59,685.00	1.73%
Total DBE Participation:		\$59,685.00	1.73%
Required vs. Current:		\$25,269.99	0.73%



WARDELL BROTHERS CONSTRUCTION
P.O. BOX 827 | 427 EAST 100 NORTH
MORGAN, UTAH 84050
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Selected Subcontractor Analysis Report

Project Name: QUINNS JUNCTION PARK AND RIDE	Customer: PARK CITY MUNICIPAL CORPORATION
Job Number:	Billing Address: 445 MARSAC AVENUE
Bid As:	PARK CITY, UT 84060
Estimator:	Phone:
Project Address:	Contact:
Completion Date:	

Subcontractor Information

Company Name	Location	Phone	Fax	Minority
B.T. GALLEGOS CONSTRUCTION CO.	P.O. BOX 598 BRIGHAM CITY, UT 84302	(435) 723-5703		DBE

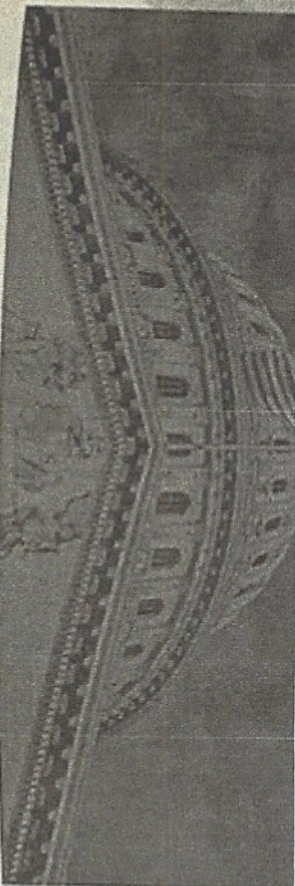
Item and Task Prices

Description	Quantity	UM	Unit Price	Total Price
RFQ Group: Storm Drain				
Subcontractor Pipe Installation-Storm Drain (303 - Drainage Pipe - 15 Inch RCP) <i>PARTIAL - LABOR ONLY</i>	1,221.00	LF	\$35.00	\$42,735.00
Subcontractor Structure Installation-Storm Drain (304 - 15" End Section) ¹¹	3.00	EACH	\$400.00	\$1,200.00
Subcontractor Structure Installation-Storm Drain (305 - Shallow Catch Basin) ¹¹	6.00	EACH	\$1,200.00	\$7,200.00
Subcontractor Structure Installation-Storm Drain (306 - Concrete Drainage Structure 3FT To 5FT Deep) ¹¹	3.00	EACH	\$1,300.00	\$3,900.00
Subcontractor Structure Installation-Storm Drain (307 - Concrete Drainage Structure 5FT To 9FT Deep) ¹¹	3.00	EACH	\$1,550.00	\$4,650.00
Total Quoted Price:				\$59,685.00
Plug Total For Items Not Quoted:				\$0.00
Adjustments:				\$0.00
Total Adjusted Price:				\$59,685.00

RFQ Notes:

- Please return RFQ's by February 22nd 2022.

Legend: ^P denotes that the value is a plug price.



Utah Unified Certification Program

Certifies that:

B T Gallegos Construction

Has successfully satisfied 49 CFR Part 26 criteria for continued certification as a disadvantaged owned business in the:

Disadvantaged Business Enterprise Program

Certificate Expires: 8-15-2022

Judy Romrell

Judy Romrell - UUCP CERTIFYING OFFICIAL

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 10/12/2006

EXPIRATION DATE: 11/30/2023

ISSUED TO:

B T Gallegos Construction Company Inc
PO BOX 598
BRIGHAM CITY UT 84302



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

5M175213b42...



ADDENDUM

ADDENDUM NO. 1 TO THE PLANS AND SPECIFICATION FOR THE *"Quinn's Junction Park and Ride"*

Bid Date: February 24, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Updated Supplementary Conditions that included two documents
 - a. Civil Rights Requirements for Federal Aid Projects
 - b. DBE Goal for the Project
2. Updated measurement and Payment
 - a. Bid Item #703 – Electric Vehicle Charging Station
 - b. Bid Item #704 – Electric Bus Charging Station

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:

A handwritten signature in blue ink, appearing to read "Gabriel Shields".

City Engineer

*Gabriel Shields on behalf of
John Robertson*

10 Feb 2022

Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet to:
melanie.jackson@parkcity.org

Contractor: _____

A handwritten signature in blue ink, consisting of a stylized initial followed by a long horizontal stroke.

Updated 2-2022



ADDENDUM

ADDENDUM NO. 1 TO THE PLANS AND SPECIFICATION FOR THE "Quinn's Junction Park and Ride"

Bid Date: February 24, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Remove and replace "Quinns Junction Park and Ride Bid Documents 2022-01-26" with "Quinns Junction Park and Ride Bid Documents 2022-02-09 Addendum 1"

New bid documents include the following changes:

- Updated Supplementary Conditions that included two documents
Civil Rights Requirements for Federal Aid Projects
DBE Goal for the Project
- Updated measurement and Payment
Bid Item #703 – Electric Vehicle Charging Station
Bid Item #704 – Electric Bus Charging Station

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:

John Shalston 2/11/2022
City Engineer Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet to:
melanie.jackson@parkcity.org

Contractor: [Signature]

Updated 2-2022



ADDENDUM

ADDENDUM NO. 2 TO THE PLANS AND SPECIFICATION FOR THE *"Quinn's Junction Park and Ride"*

Bid Date: February 24, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Remove and replace "Quinns Junction Park and Ride Bid Documents 2022-02-09 Addendum 1" with "Quinns Junction Park and Ride Bid Documents 2022-02-16 Addendum 2"

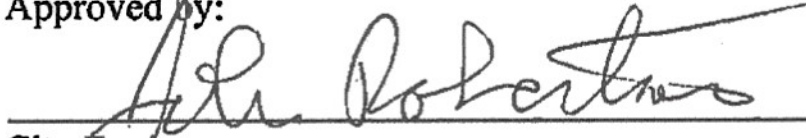
New bid documents include the following changes:

- Updated measurement and Payment
Bid Item #702 – Parking Lot Lighting – attached a Park City Detail with this Addendum

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:

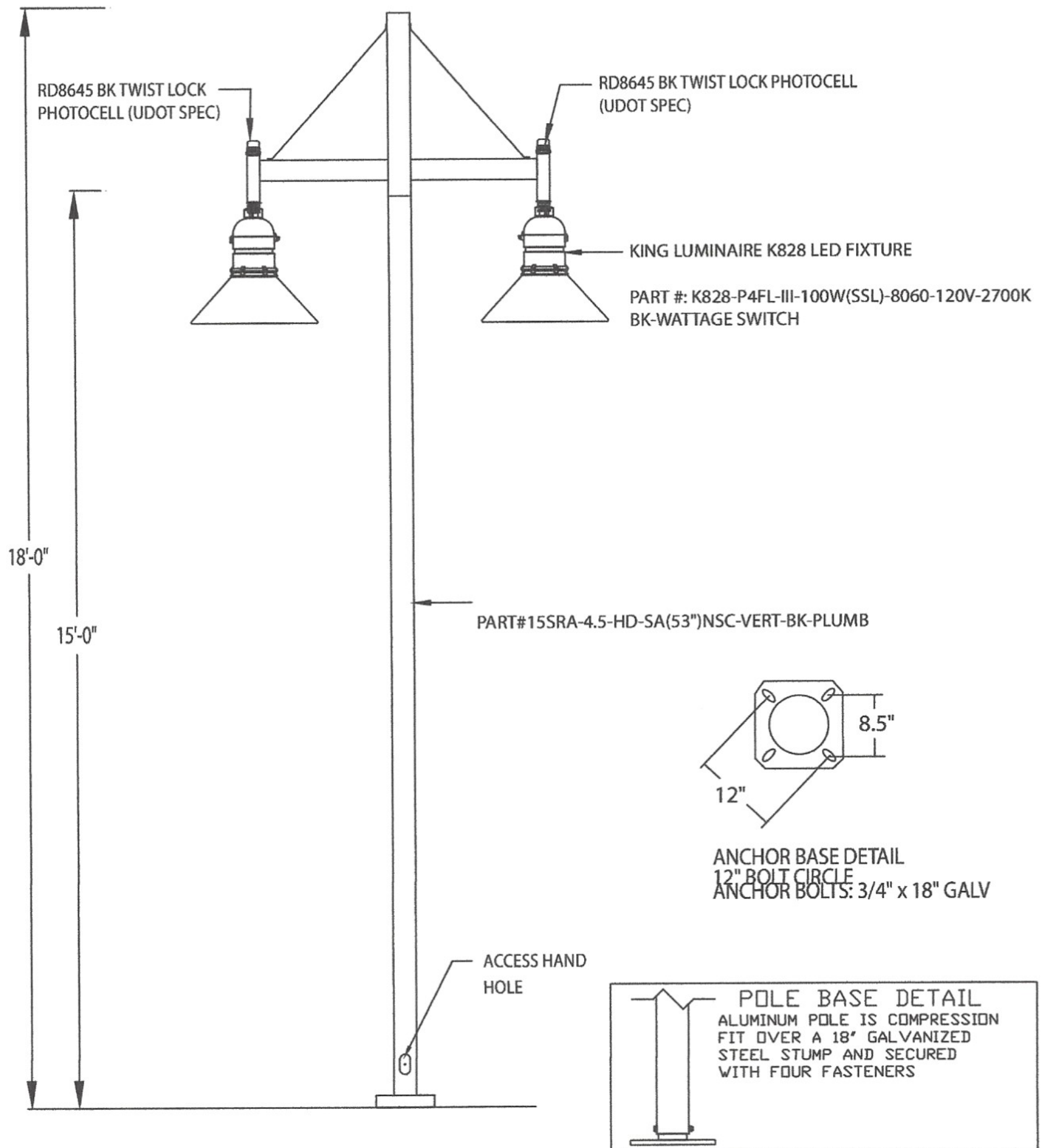
 2/16/22
City Engineer Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet to:
melanie.jackson@parkcity.org

Contractor: 

Updated 2-2022



JOB NAME:

Park City, Utah - Parking Lot

SCALE:

NTS

DATE:

11/18/20

DRAWN BY:

XEM

DRAWING NUMBER:

15SRA/K828-DOUBLE

APPROVAL:



ADDENDUM

ADDENDUM NO. 3 TO THE PLANS AND SPECIFICATION FOR THE *"Quinn's Junction Park and Ride"*

Bid Date: February 24, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Remove and replace "Quinns Junction Park and Ride Bid Documents 2022-02-16 Addendum 2" with "Quinns Junction Park and Ride Bid Documents 2022-02-22 Addendum 3"

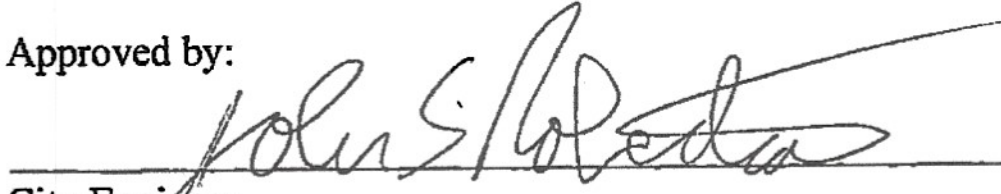
New bid documents include the following changes:

- Updated measurement and Payment
 - Bid Item #218 - Chain Link Gate, h=6ft x w=12ft, added requirement for brown PVC coating
 - Bid Item #219 - Chain Link Fence, h=6ft, added requirement for brown PVC coating
 - Bid Item #309 - Detention Basin, updated measurement and payment to remove sand and permeable soil requirements.
 - Bid Item #221 - Boulder Retaining Wall, adds a requirement for the addition of a geotextile fabric.

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:


City Engineer

2/22/22
Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet(s) to:
melanie.jackson@parkcity.org

Contractor: _____



Updated 2-2022



ADDENDUM

ADDENDUM NO. 4 TO THE PLANS AND SPECIFICATION FOR THE *"Quinn's Junction Park and Ride"*

Bid Date: March 1, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Remove and replace "Quinns Junction Park and Ride Bid Documents 2022-02-22 Addendum 3" with "Quinns Junction Park and Ride Bid Documents 2022-02-23 Addendum 4"

New bid documents include the following changes:

- o Bid submission deadline has been extended to March 1, 2022 at 2 PM
- o The bid opening will be held on Zoom at 2:30 PM on March 1, 2022. The link will be sent via VPO the day of the bid opening.

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:

John S. Roberts 2/23/22
City Engineer Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet(s) to:
melanie.jackson@parkcity.org

Contractor: [Signature]

Updated 2-2022



ADDENDUM

ADDENDUM NO. 5 TO THE PLANS AND SPECIFICATION FOR THE "Quinn's Junction Park and Ride"

Bid Date: March 3, 2022

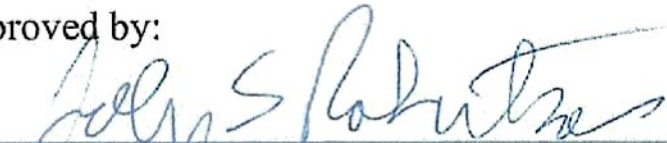
The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Bid submission deadline has been extended to 2:00 PM, March 3, 2022.

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:



City Engineer

2/25/22

Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet(s) to:
melanie.jackson@parkcity.org

Contractor:  _____

Updated 2-2022



ADDENDUM

ADDENDUM NO. 6 TO THE PLANS AND SPECIFICATION FOR THE *"Quinn's Junction Park and Ride"*

Bid Date: March 3, 2022

The following additions and/or correction shall become a part of the Contract Document and Construction Plans and Specifications for the subject project.

1. Remove and replace "Quinns Junction Park and Ride Bid Documents 2022-02-25 Addendum 5" with "Quinns Junction Park and Ride Bid Documents 2022-02-28 Addendum 6"

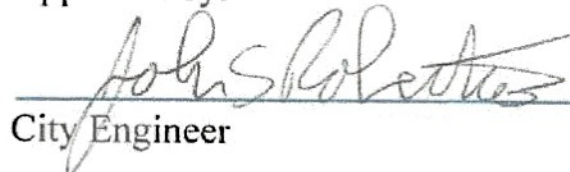
New bid documents include the following changes:

- Updated measurement and Payment
 - Bid Item #703 – Electric Vehicle Charging Station
 - Bid Item #704 – Electric Bus Charging Station
- Added the following Special Provisions to the Supplemental Specifications (end of the Bid Document).
 - 01 25 50 S – Material Cost Escalation
 - 26 33 44 Electric Vehicle Charging System
 - 32 27 27 Boulder Retaining Wall
 - 33 47 00 Ponds

Notice to all Contractor submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:


City Engineer

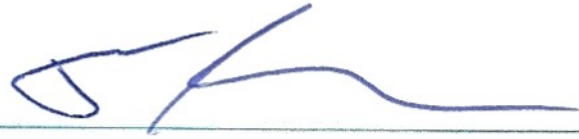
2/28/22
Date

NOTICE: This addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as submitted for

acknowledgment of receipt to Park City Municipal Corporation. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and email or turn in this sheet(s) to:
melanie.jackson@parkcity.org

Contractor:

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal line.

Updated 2-2022

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, , (hereinafter "City"), and _____, a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), whose post office address is _____, (hereinafter "Contractor").

PURPOSE: For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, (collectively referred to as the "Contract Documents"), all of which are incorporated herein by reference and on file in the _____ Department. To the extent that this Construction Agreement (hereinafter "Contract" or "Agreement") conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist, (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor 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 Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor 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.** Workers Compensation 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 Contractor, its employees, agents and subcontractors.

- D.** Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

- E.** The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor 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 Contractor.

- F.** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- G.** The Contractor'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 Construction Agreement, the Contractor'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 Contractor's insurance and shall not contribute with it.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed (**insert amount, in words**) (**\$ numerically**) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who

supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by <<insert date>>. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00), _____ (Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any

reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B.** If Contractor substantially fails to perform any part of this Agreement;
- C.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D.** If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of

the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to 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 Contractor's 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 Contractor or others; and provided further, that nothing herein shall require the Contractor 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 Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. 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.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party

of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A.** Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B.** Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.

- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause

unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

- A.** The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.
- B.** The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor 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.

SECTION 24. NONDISCRIMINATION.

Any Contractor that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A.** Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex;

pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

- B. In the performance of this Agreement, Contractor shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is [REDACTED], or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: [REDACTED], or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above.

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention

of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Matt Dias, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#:

Signature

Printed name

Title

THE CITY REQUIRES THE CONTRACTOR TO COMPLETE EITHER THE NOTARY
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

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 _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

MEMO

To: Matt Dias, Park City Manager
From: Jerry Benson, Transit Consultant
Subject: Quinn's Junction Park and Ride Lot Review
Date: March 27, 2020

Summary

Per your request for an assessment of the proposed park and ride (P & R) lot at Quinn's Junction, I have reviewed the history, funding and planning of this project. I have also reviewed industry guidelines and best practices for P & R lots. This memo summarizes my findings and recommendations. In short, I recommend that the city proceed to build a P & R lot at the frontage road location as recommended by staff. Before that occurs, I also recommend that the city and county, through JTAB, develop a comprehensive vision and high level plan for infrastructure, transit service and supportive parking and land policies for the two entry corridors, SR224 and SR248.

History and Funding

A P & R lot and increased bus service in the area of Quinn's Junction has been anticipated in regional plans for several years. The 2016 Short Range Transit Plan identified enhanced access and signal improvements to the Richardson Flat P & R lot, along with all day bus service. The 2016 Interlocal Agreement on Additional Mass Transit Tax (2nd quarter) between Summit County and Park City identified express bus service on SR248 as a priority project to be funded with the new tax. Planning and design of a P & R lot at Quinn's Junction was funded in 2018 by the County Transportation Sales Tax (3rd quarter) at \$405,000. In 2017, Park City applied for and was awarded Federal 5311 funding (in FY 2018) for construction of the P & R lot in the Quinn's area. There is currently \$1 million in federal funding available for a first phase lot. Future federal funding can potentially be made available by reprogramming funds from other projects that are not moving forward at this time. There is some urgency to decide on the final site and provide documentation to UDOT to secure the \$1 million. Funds were allocated for federal FY 2018 and if final site selection and environmental clearance is not transmitted to UDOT in the next few months, then these funds would likely need to be reallocated to other projects that are ready to advance.

Bus service to the area has been limited. Until the Winter 2019-2020 service, the area was only served by the Dial-a-Ride and Kamas Commuter routes. This winter, the Red 1 Route was extended to provide all-day fixed route service to the hospital area. The Richardson Flat P & R is only used for special event service.

Planning and Evaluation

A professional evaluation of three sites was conducted by AECOM in 2019. In comparison to another UDOT-owned parcel and the existing Richardson Flat P & R, the frontage road site is superior. It has better proximity to the SR248/US40 interchange. It can accommodate about 500 stalls and has no insurmountable engineering or

environmental challenges. It would require improvements to the interchange; such as, lane reconfiguration and striping. The city has not yet addressed the related transportation and land use issues that will determine whether this lot will make a positive impact on auto travel into the city. Without those elements, it's not possible to determine the extent to which this lot will be utilized and whether it will impact auto travel into the city.

Park and Ride Lot Sizing and Effectiveness

I reviewed the Transit Cooperative Research Program Report 192 "Guidebook on Planning and Managing Park-and-Ride." I also spoke with Hal Johnson at UTA, who was one of the members of the oversight panel for the report. While most P & R lots serve rail transit, there are several points from this industry guidance worth noting:

1. P & R lots are used creatively by patrons for car pooling, park and walk, park and bike, drop off and ride, and transfers from one route to another. For example, this lot could become a car pooling location for people driving into Salt Lake or Utah Counties.
2. Use of a P & R lot is dependent on accessibility and size, but, more importantly, on the amount and quality of transit compared to drive-only options.
3. Drive-only options are influenced by auto restrictions, driving travel time, cost, parking availability and accessibility to final destination.
4. Bus P & R lots are most successful if they are served by multiple bus routes, enabling travel to and from several locations.
5. Transit agencies usually deploy multiple P & R lots to serve different markets and to keep sizes manageable.
6. P & R lots can be incorporated into transit oriented land uses to enhance transit ridership and to use parking resources efficiently. Lots can be shared between daytime transit users and overnight hotel users, or be shared between transit and businesses.
7. P & R lots should be evaluated with consideration of their entire lifecycle. Often, lots start out small, but need to be enlarged as transit service is improved or land is developed and transit ridership grows. Conversely, some P & R lots begin large and are then reduced as transit service is extended or as parking is converted to transit-oriented developments (UTA's Sandy TRAX lot is a good example, beginning at over 1000 stalls and now having fewer than 300).

P & R lots are typically sized to accommodate the number of projected transit boardings at a station by people who drive from surrounding areas. There are about 20,000 auto trips daily along SR248 with hourly peaks Westbound of 290 cars per hour between 7:30 and 9:00 and Eastbound of 340 cars per hour between 4:45 and 5:15. A P & R lot of 450 stalls served by a bus route operating on 15 minute frequency could potentially reduce the peak traffic significantly. If the buses each carried 20 passengers, 80 riders per hour could be delivered into the city or about 20 percent of the peak hour auto trips (290 cars per hour between 7:30 and 9:00 equals 435 cars with 1.2 passengers each equals 522; 20 riders per bus times 4 buses per hour times 1.5 hours equals 120; 120/522 equals 23%). This level of bus ridership would consume about 100 stalls during the peak hours.

Quinn's P & R as Part of a Transportation System

This P & R facility should be considered as part of a system of transportation infrastructure, services and policies that support the city's goals. The location and size of the preferred lot make it worth the investment, as long as it's supported with good bus service to major destinations in the city, supported with aggressive city parking controls, supported with transit oriented development of adjacent land, and supported with good regional connections from Eastern Summit County and Wasatch County. The Quinn's P & R lot cannot be evaluated separate from transit service on SR248. Consider the following possible transportation scenario:

- Quinn's P & R lot served by express bus service every 15 minutes, traveling on bus only shoulder running into the Park City bus hub.
- Quinn's P & R lot served by commuter buses from Kamas, Heber and Salt Lake.
- Destinations in the area of the Park City Hospital, NAC and sports complex continue to provide ample, free parking, and have an all-day bus connection into Park City.
- Park City expands parking controls to include city-wide residential permit parking and paid parking at resort areas.
- Express bus service is provided from Richardson Flat P & R lot to ski resorts and Old Town throughout the winter and on event days in the summer. Resorts supplement service with employee shuttles, and extra buses for events, weekends and snow days.
- Resort base areas and Old Town are served by frequent, dedicated transit ways (bus or aerial) from bus hub.
- The area adjacent to the Quinn's P & R is redeveloped into transit oriented mixed use commercial and residential (currently low density industrial: cement plant, waste removal services, auto parts and services). Shared parking is expanded as part of the transit oriented development.

Assuming that this scenario were to be achieved, this P & R lot and the bus routes serving it would be highly utilized. Together with the Richardson Flat P & R, a significant transit mode share, especially during high volume periods, could occur.

Regional Partnerships

Success of a regional transportation system depends on effective partnerships with other cities, counties, UDOT and FTA. The partnerships with Summit County and with UDOT are strained at this point. While both JTAB and the County Council were briefed on the Quinn's P & R location evaluation, they did not meaningfully contribute to the project. Neither the city nor the county has had the opportunity to discuss how this lot would function together with bus service and other projects, such as the SR224 BRT. The fact that the city and county publically opposed the UDOT SR248 widening project is an indication of poor communication at the staff level between the city and UDOT earlier in the project planning.

I have talked with Caroline Rodriguez at Summit County and we both recommend that the JTAB engage in a thorough review and discussion about the high level vision, constraints, and funding assumptions for transportation along the two entry corridors. As you know, the BRT terminal at the Arts and Culture District is a point of concern. If the JTAB can keep the discussion at a high level, I believe we will find that both the city and county desire to create a transportation system that really works. The parties should acknowledge that current plans and designs are inadequate to demonstrate how a system will actually function.

Conclusion

The Quinn's P & R lot at the frontage road location is a worthwhile investment for the city. It will enable Park City Transit to implement express bus service along with shoulder running to a dedicated bus end-of-line with parking for customers. It is convenient to drivers from US40 and SR248 and is adjacent to a development node identified by the county (although the current and near future uses are not transit-supportive). It is not the sole solution to congestion on SR248 nor to excessive auto travel in Park City, but it can be an important contributor if paired with appropriate transit service levels and city parking strategies.

The most powerful tool the city has to limit auto travel into the city is parking policy. However, unless there are attractive transit alternatives to auto travel, potential visitors to the area will go elsewhere. The University of Utah achieved a non-auto mode share of over 50 percent by limiting parking (both supply and expense) and by investing in transit infrastructure, service and fare subsidies. Vail Ski Resort has charged for base area parking for years and has effectively restricted auto trips into the core resort area. The challenge for the city is to preserve quality of life for residents while also enabling economic success for the resorts and businesses. Restricting auto travel and parking in the core and providing abundant, high quality transit may be the only way to meet that challenge.

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney with Parametrix. Inc. for an Amount Not to Exceed \$30,072.68 for the Design of Bus Stop Site Improvements at Meadows Drive and McPolin Farm
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Bus Shelter Site Improvement Design Contract Staff Report](#)

[Exhibit A: Location Map](#)

[Exhibit B: Parametrix Proposal](#)

[Exhibit C: DRAFT Design Professional Service Agreement](#)

City Council Staff Report



Subject: Professional Services Agreement for Design of Bus Stops Site Improvements at Meadows Drive and McPolin Farm
Author: Gabriel Shields, PE, Transportation Engineer
Department: Engineering
Date: March 31, 2022
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Parametrix, Inc. (consultant) for an amount not to exceed \$30,072.68.

Executive Summary

The Transportation Planning department was awarded funding from UDOT to construct bus stop connection improvements in the vicinity of the McPolin Farm. The Engineering Department solicited four firms from a previously approved pool of design professionals to provide quotes for the final design. We selected Parametrix to perform the work and complete design work in summer of 2022 with construction scheduled for fall 2022. At this time, staff estimates the total project to cost approximately \$120,000.00

Background

The Transportation Planning and Engineering departments seek to provide multimodal transportation options for all user groups. Key to this goal is addressing connectivity gaps between transportation modes. Currently, the bus stops in the vicinity of Meadows Drive and McPolin Barn have no connectivity to the existing trails and sidewalks. In their current form, these bus stops feature only a sign marker on the side of SR-224. Riders boarding buses or exiting at these locations are unable to access nearby trails, sidewalks, or the McPolin tunnel without entering the roadway. This limited accessibility at these locations disincentivizes users from using transit and thereby does not meet the transit priority pillar of the City.

Each day, between 160 and 290 buses pass the four bus stops at Meadows Drive and McPolin Barn, depending on the season. Between 980 and 1,041 passengers use these bus stops each year. These bus stops serve neighborhoods off Meadows Drive, as well as the McLeod and McPolin trailheads. The bus stops are located adjacent to SR-224 but do not feature sidewalks or direct connections to the active transportation facilities in the area. The city was awarded funding through the UDOT Safe Sidewalks grant to construct bus stop connections at these locations.

The design consultant will provide a final design of the bus stop connection improvements and prepare a set of documents required to advertise the project for construction. It is anticipated that design work will commence in April and be completed in June. Construction is expected to begin in the fall and, if awarded, complete in September 2022. No right of way acquisition, easements, or utility relocations are anticipated for completion of this project.

The scope of the Project includes the following:

- Survey of existing ground and location of existing utilities;
- Design of four bus shelter pads 8'x10';
- Design of concrete sidewalk connections between bus shelters and existing trails;
- Design of one modular block retaining wall for the southbound bus stop at Meadows Drive; and
- Preparation of construction bid package.

The engineering department prepared a solicitation in the form of a Request For Quotation from pre-qualified consulting firms on the transportation pool.

Analysis

Considering qualifications, project familiarity, staff availability, and cost of services, the Engineering Department selected Parametrix as the preferred consultant to provide final design and advertising documents for the bus stops.

Department Review

This staff report has been reviewed by the City Manager, Community Development, Budget and the Attorney's Office.

Funding Source

CP025 includes funding for the project design, construction, construction management and contingency.

Exhibits

Exhibit A: Project Location Maps
Exhibit B: Parametrix Proposal
Exhibit C: Draft Professional Services Agreement



CONCEPT #1

CONCEPT EXHIBITS



CONCEPT #2
ALTERNATIVE B

CONCEPT EXHIBITS



CONCEPT #3

CONCEPT EXHIBITS

February 24, 2022

Gabriel Shields, PE
Transportation Engineer
Park City Municipal Corporation
445 Marsac Avenue, PO Box 1480
Park City, UT 84060

Re: Preconstruction Engineering Services Quote

Dear Mr. Shields :

Thank you for providing Parametrix with the opportunity to submit our Fee Proposal for providing the preconstruction engineering services on the Park City; UDOT safe sidewalks project. We have reviewed the scope of services, concept plans, and schedule included in the solicitation and feel confident that we can deliver this project for a fee of **\$30,073.00**. In developing the fee, the following exclusions/assumptions were used:

1. No additional Right-of-Way will be needed to construct or maintain the sidewalks/bus pads. Parametrix will use Summit County parcel database to determine ownership within construction locations.
2. Subsurface utility engineering will not be needed. Parametrix will provide Quality level C and D locations for utilities.
3. No utility relocations will be required to construct the project.
4. Design will be completed using Bentley's OpenRoads Designer Software.
5. One (1) site visit will be performed by the project team and Park City staff to verify scope and location of sidewalks and bus stop landing pads.
6. Project meetings will be held virtually using Microsoft Teams (assumed three (3) 1-hour meetings – 60%, 100% review meetings and a final comment resolution meeting).
7. One (1) retaining wall will be required at concept location #3. However, it is anticipated that the wall will be less than 3' tall and will not require structural analysis. No other walls will be required on the project.

Along with this letter, we have provided our detailed Fee Proposal in hopes of providing transparency and assisting in the review. Please contact me directly if you have any questions.

Thanks again for considering Parametrix for this project. We look forward to a chance of working with you on successfully delivering this project and further developing our relationship.

Sincerely,

Michael Oldroyd

Michael Oldroyd, PE
Senior Consultant
801-209-0784

DESIGN FEE ESTIMATE

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

Parametrix ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES			Labor					Labor Hours	Labor Cost
			PM/ Design Lead Jon Nichols	Structures Reviewer Trenton Parks	Design QC Mike Oldroyd	Administration Jen Rose	Accounting/ Invoicing Vickie Soileau		
Act. No.	Activity Name	Description	\$135.00	\$106.00	\$267.00	\$93.00	\$131.00		
1	EXISTING SURVEY, UTILITY, AND RIGHT-OF-WAY								
Sub-Contracted to Meridan Engineering									
2	60% DESIGN								
		Design sidewalk and bus stop landing pads	8	4				12	\$ 1,504.00
		Site Visit	4					4	\$ 540.00
		Design retaining wall	8					8	\$ 1,080.00
		Develop plan sheets	16					16	\$ 2,160.00
		Develop Cost Estimate	4					4	\$ 540.00
		Perform QC/QA	2		2			4	\$ 804.00
		Comment resolution meeting	1					1	\$ 135.00
		Monthly Invoicing				2	4	6	\$ 710.00
		Subtotal	43	4	2	2	4	55	\$ 7,473.00
3	100% DESIGN								
		Complete sidewalks and bus stop landing pads design	8					8	\$ 1,080.00
		Complete retaining wall design	4	4				8	\$ 964.00
		Complete plan sheets	8					8	\$ 1,080.00
		Compile Spec package			4			4	\$ 1,068.00
		Finalize Cost Estimate	2					2	\$ 270.00
		Perform QC/QA	4		2			6	\$ 1,074.00
		Comment resolution meeting	1		1			2	\$ 402.00
		Subtotal	27	4	7	0	0	38	\$ 5,938.00
4	RFC - DESIGN								
		Address and incorporate 100% Review comments	8					8	\$ 1,080.00
		Revise Plans and Project Documents	4		2			6	\$ 1,074.00
		Revise Cost Estimate	2					2	\$ 270.00
		Compile Advertising Plans and Documents	4		2			6	\$ 1,074.00
		Perform QC/QA	2		2			4	\$ 804.00
		Subtotal	20	0	6	0	0	26	\$ 4,302.00
Total Hours and Labor Cost			90	8	15	2	4	119	\$ 17,713.00
Direct Costs									
Item	Description					No. of Trips	Miles /Trip	Rate	Cost
Sub-Consultant	Meridian Engineering (Survey/ROW)								\$ 12,295.00
Milage	Site Visit					1	50	\$ 0.585	\$ 29.25
FCCM	0.20% of direct labor							0.20%	\$ 35.43
Subtotal									\$ 12,359.68
Total Cost									\$ 30,072.68

SCOPE OF WORK

Project Name: Park City; UDOT Safe Sidewalks
Project No: XXXXX

February 11, 2022

Executive Summary

Description of Work

The Consultant will provide design services for the addition of four (4) sidewalk and bus stop landing pads on SR-224 at Meadows Drive and McPolin Barn.

Assumptions

1. Adequate Right-of-Way is cleared to construct and maintain this project
2. Subsurface utility survey will not be required for the project
3. No utility relocations will be required to construct the project
4. Design will be done using Bentley's OpenRoads Designer Software
5. One site visit will be performed by the project team and Park City staff to verify scope and location of sidewalks and bus stop landing pads
6. Project meetings will be done Virtually using Microsoft Teams
7. One retaining wall will be needed at concept location #3. The wall will be less than 3' tall and will not require structural analysis. No other walls will be required on the project.

Schedule

March 1, 2022 – NTP

April 21, 2022 – Submit 60% plans for review

May 19, 2022 – Submit 100% plans for review

June 16, 2022 – Submit RFC Plans

Work Items

The consultant will complete the following project tasks for roadway design and project coordination.

Existing Survey, Utility, and Right-of-Way

Overview

Survey existing ground and utilities and confirm existing Right-of-Way locations.

Tasks

1. Survey existing ground
2. Survey existing utilities
3. Develop utility base mapping
4. Develop existing Right-of-Way base mapping
5. Develop survey control sheet
6. Perform QC/QA

Deliverables

- Existing Terrain CAD file
- Existing Right-of-Way CAD file
- Existing Utility CAD file
- Survey Control Sheet
- QC/QA Documentation

60% - Design

Overview

Design, detail, and check sidewalk, bus stop landing pads, and retaining wall

Tasks

1. Design sidewalks and bus stop landing pads
2. Design retaining wall
3. Develop plan sheets
4. Develop Cost Estimate
5. Perform QC/QA
- 6.

Deliverables

- 60% Plan Set Review Package
- QC/QA Documentation
- 60% Review Meeting: agenda, meeting notes, review comments

100% - Design

Overview

Update and check design for sidewalk, bus stop landing pads, and retaining wall based on comments made at the 60% comment resolution meeting. Compile spec package.

Tasks

1. Complete sidewalks and bus stop landing pads design
2. Complete retaining wall design
3. Complete plan sheets
4. Compile Spec package
5. Finalize Cost Estimate
6. Perform QC/QA
7. Comment resolution meeting

Deliverables

- 100% Plan Set Review Package
- QC/QA Documentation
- 100% Review Meeting: agenda, meeting notes, review comments

RFC - Design

Overview

Update and check design for sidewalk, bus stop landing pads, retaining wall, and spec package based on comments made at the 100% comment resolution meeting

Tasks

1. Address and incorporate 100% Review comments
2. Revise Plans and Project Documents
3. Revise Cost Estimate
4. Compile Advertising Plans and Documents
5. Perform QC/QA

Deliverables

- Final Plan Set and Project Documents
- Final Cost Estimate
- QC/QA Documentation



CONCEPT #1

CONCEPT EXHIBITS



CONCEPT #2
ALTERNATIVE B

CONCEPT EXHIBITS

PLEASE REMOVE THIS CLAUSE, ALL COMMENTS IN THE MARGINS, AND ALL YELLOW HIGHLIGHTING THROUGHOUT DOCUMENT!!!!

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PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this 31 day of March, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and Wall Consultant Group, a (Insert state of incorporation) (insert either "corporation" or "limited liability company"), ("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 seventy-five thousand seven hundred seventy-one and nineteen cents (\$175,771.19).

The City has designated _____, or his/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. 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 _____ 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 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 an exemption from 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. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 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

PARK CITY MUNICIPAL CORPORATION

DESIGN PROFESSIONAL SERVICES AGREEMENT

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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its 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 agents, employees, and officers, and any other person for 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 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 agents, employees and/or officers from any claims arising from the sole negligence of the City, its 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 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. Design Professional 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 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 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 Design Professional, 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 Design Professional including materials, parts, or equipment

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming 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.

- 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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional'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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES 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 an equivalent program. The Design Professional 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 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 companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

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 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 Design Professional 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. 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address: _____

Address: _____

City, State, Zip: _____

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Title

THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK
OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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 _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “A”

SCOPE OF SERVICES

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Council Agenda Item Report

Meeting Date: March 31, 2022

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute Two Professional Services Agreements, in Forms Approved by the City Attorney for Construction Management with Wall Consultant Group. Inc. 1) for an Amount Not to Exceed \$175,771.19 for Quinn's Junction Park & Ride; and 2) for an Amount Not to Exceed \$100,720.63 for the Park Avenue Bus Stop Site Improvements
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Quinn's Park and Ride and Park Avenue Bus Shelter Construction Management Staff Report](#)

[Exhibit A: Project Location Map of Quinn's Park and Ride](#)

[Exhibit B: Project Location Map of Park Avenue Bus Stop Site Improvements](#)

[Exhibit C: WCG Proposal](#)

[Exhibit D: DRAFT Design Professional Service Agreement](#)

City Council Staff Report



Subject: Professional Services Agreement for Construction
Management at Quinns Park & Ride and Park Avenue Bus Stop
Site Improvements
Author: Gabriel Shields, PE, Transportation Engineer
Department: Engineering
Date: March 31, 2022
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute two Professional Services Agreements (PSA), in forms approved by the City Attorney, with Wall Consultant Group, Inc. (Consultant) for an amount not to exceed \$175,771.19 for Quinn's Junction Park & Ride and \$100,720.63 for the Park Avenue Bus Stop Site Improvements.

Executive Summary

The Engineering Department advertised two capital projects aimed at increasing transit ridership and reducing single occupancy vehicle trips in Park City. The first project is the Quinn's Junction Park & Ride located at old US-40 and SR-248. The second project is bus shelter and site improvements in the vicinity of A-Fresh Market on Park Avenue, two of our systems most utilized locations. The procurement contract for construction of the bus shelters was previously approved by Council at a regularly held meeting on [January 13 2022](#).

Construction will begin summer 2022 and requires construction management services to ensure the work is constructed in accordance with the engineering plans and specification as well as all procedural requirements associated with Federal Transit Authority (FTA) funding. The Engineering Department solicited three firms from a previously approved pool of design professionals to provide construction management services. WCG was selected, and the two different construction projects are expected to occur simultaneously and lend to a single consultant to realize efficiencies.

Background

Quinns Junction Park & Ride: Park and ride facilities are part of an overarching transportation demand management system for Park City that seeks to reduce vehicle miles travelled and related traffic impacts during peak days and peak hours. The purpose is to provide regional park and ride bus services, carpooling, and support peak periods, special events, and general visitation mitigation. The park and ride will operate every day, but will see peak use during ski season, Sundance, and other high profile special events. Once operational, buses will transport people to Park City via SR-248

express lane, and feature 465 parking stalls, charging for electric buses and vehicles, bicycle share facilities, and trailhead amenities to serve the Rail Trail.

Park Avenue Bus Shelter Site Improvements: Park City is utilizing a phased approach to coordinate and centralize bus stop and bus shelter improvements throughout Park City. The phased approach focuses first on shelters located on gateway corridors, with high boarding numbers. The goal is to provide new shelters and amenities that emulate the historic character and small mountain town nature of the area while reducing Single Occupancy Vehicle (SOV) trips. Improving shelters and adding amenities can help garner additional ridership and continue to cultivate the positive experiences that Park City Transit riders have.

The Park Avenue Bus Shelter Site Improvements project includes improving both shelters on Park Avenue at approximately 1755 Park Avenue, and 1760 Park Avenue (Park Ave Condos, and A Fresh Market, respectively). Currently, existing shelters are outdated, prefabricated, and do not provide adequate shelter, amenities, or ADA access. This location sits at the gateway to Old Town Park City and has the highest boarding numbers in the whole system. They desperately need additional pedestrian space, adequate sidewalks, and amenities like lighting, seating, bike racks, updated “Next Bus” information, and heat.

Design was completed, and they have been advertised for construction. Construction is anticipated to begin summer 2022 and completed fall 2022. The Engineering Department will enter into two separate PSA with WCG to perform construction management of the two separate projects.

The scope of the consultant services includes the following:

- Preconstruction Activities
 - Review of plans and specifications
 - Conduct preconstruction meeting and prepare minutes
 - Project setup
- Construction Management
 - Weekly project meetings
 - Responses to Request for Information
 - Review of Submittals
 - Administration of Change Orders
 - Project walk-through and closeout
- Project Administration
 - Project documentation and compliance management
 - Development and implementation of Quality Management Plan
 - Verification of project quantities submitted for invoicing
 - Payment request review
 - Workday and schedule tracking
- Field Inspection
 - Daily inspection of work, full time personnel on site
 - Daily inspection diary

- Inspection of traffic control
- Soil sampling and density testing in situ
- Safety inspections
- Materials Testing
 - Soil and aggregate testing in lab environment
 - Concrete strength testing
 - Lab Documentation

The Engineering Department prepared a solicitation in the form of a Request for Proposal from pre-qualified consulting firms in the transportation services pool.

Analysis

Considering qualifications, project familiarity, staff availability, and cost of services, the Engineering Department selected the Consultant as the preferred consultant to provide Construction Management professional services for the two projects.

Department Review

This staff report has been reviewed by the City Manager, Community Development, Budget and the City Attorney's Office.

Funding Source

The cost is programmed under two separate Capital Project numbers. The majority of funding comes through a grant received from the Federal Transit Authority. Any required local matching funds will come from various local transportation funds. The total of the two contracts is \$276,491.82 and split as follows:

- Quinns Junction Park & Ride: CP0411 will provide funding for construction management services equal to \$175,771.19; and
- Park Avenue Bus Shelters: CP0420 will provide funding for construction management services equal to \$100,720.63.

Exhibits

Exhibit A: Project Location Map of Quinns Park & Ride

Exhibit B: Project Location Map of Park Ave Bus Stop Site Improvements

Exhibit C: Wall Consultant Group Proposal

Exhibit D: Draft Professional Services Agreement

QUINN'S JUNCTION PARK AND RIDE



WHAT

A new park and ride facility with 465 new stalls, covered bus shelters, electric vehicle charging, and more amenities to come.



WHEN

Phase I

Ground breaks, anticipated 2022.

Phase II

Adding amenities like a bike share station and transit center, Rail Trail connections, electric bus chargers, and is scheduled to start in summer 2023.

WHERE

Quinn's Junction at SR-248 and Old Highway 40, access is off Old Highway 40.

WHY

Park City and Summit County jointly support the use of satellite parking lots to encourage visitors and commuters to park once and utilize the free transit system. Summit County funded and constructed the Ecker Hill Park and Ride, the Jeremy Ranch Park and Ride, and other efforts to reduce travel demand near Kimball Junction. Park City has overseen the site selection, funding securement, and construction management for this facility.

FUNDING

Phase I (2022): Funded by Summit County Sales Tax Funds and the Federal Transit Authority grant money.

Phase II (2023): Will be funded by grant money from the Federal Transit Authority, Summit County Tax initiative for infrastructure. Park City is allocating matching funds for grants.

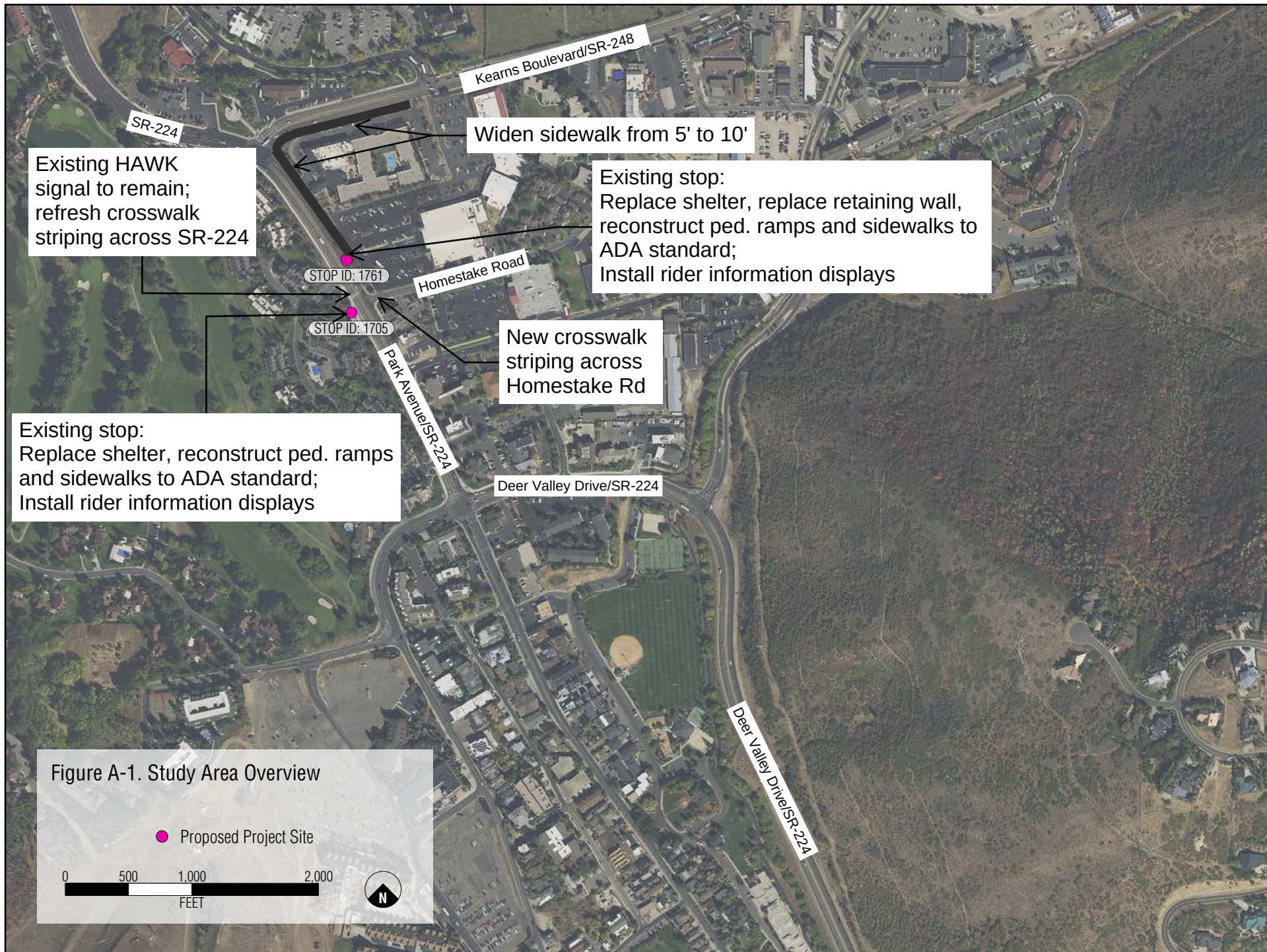
FUTURE PLAN

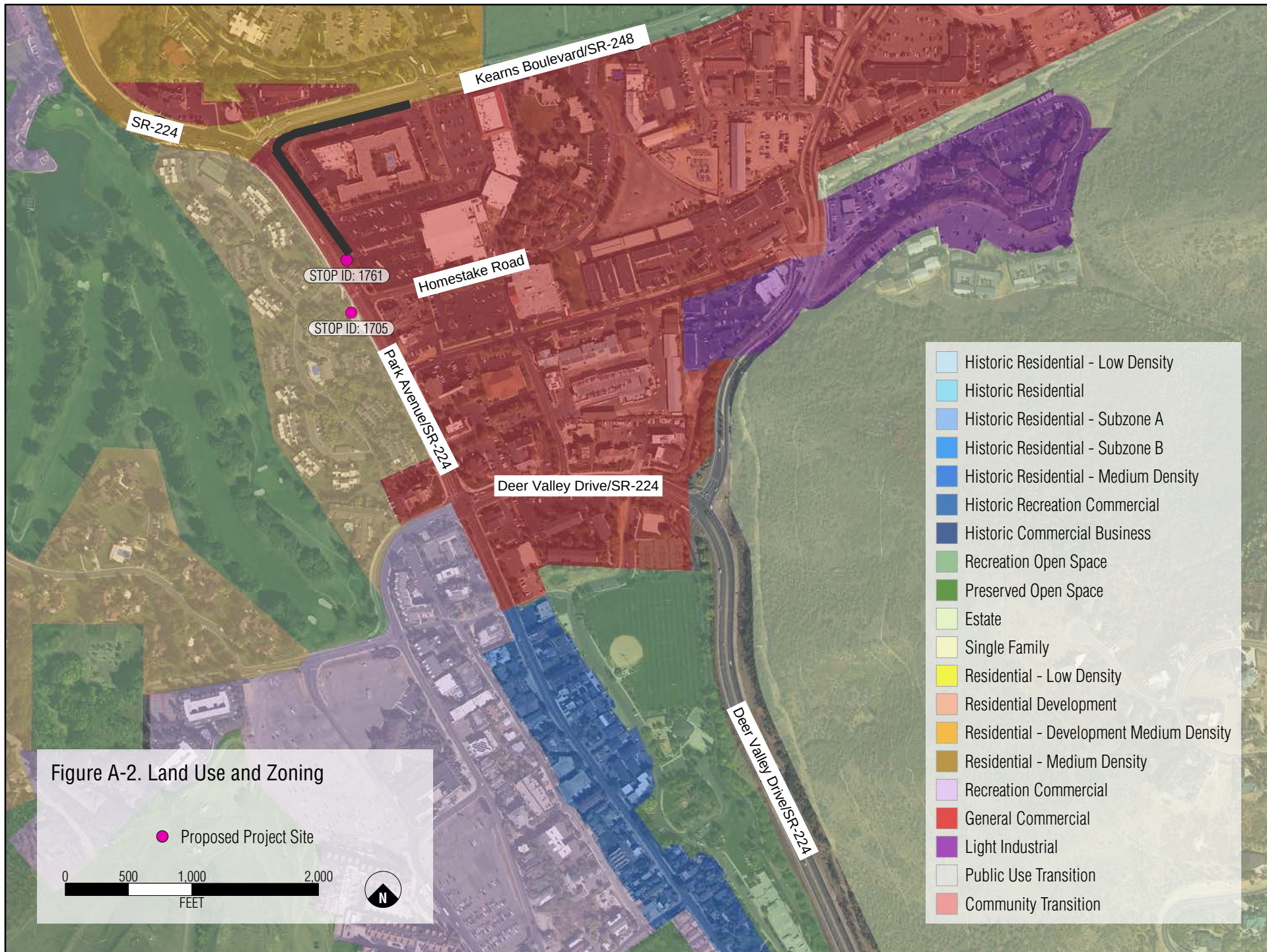
Plans to realign Old Highway 40 further to the east to better line up with the Rail Trail crossing will be led by Summit County and is anticipated for 2024.

TRANSIT

Transit service will serve the Quinn's Junction Park and Ride, and capture visitors, employees, commuters, and residents. This facility will be both a local and regional amenity for Salt Lake, Summit, and Wasatch County travelers.









To: Park City
Date: January 19, 2022
RE: WCG Scope, Schedule & Budget for Construction Eng. Management
Project: Park City Park Avenue Bus Stops

Dear John Robertson:

Please see below our scope, budget, and schedule for Construction Engineering Management (CEM) services of the subject project. We have a materials lab to provide quality assurance for the materials testing on the project which includes proctors and nuke gage field density verification. We appreciate the opportunity to work with Park City on this important project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Gary Horton', is written over a horizontal line.

Gary Horton, PE
Project Manager / Principal

Executive Summary

Brief Description:

WCG will provide CEM services for the aforementioned project. This will include construction inspection and materials testing. It is anticipated that the Resident Engineer (RE) responsibilities will be performed by Park City (Dave Gustafson). The tasks include construction inspection, documentation, and project closeout activities as described below:

Prime and Subs:

WCG will perform all work for this contract, including inspection and materials testing.

Assumptions:

- Construction Time Frame: 17-weeks
- It is anticipated that there will be 17 weekly meetings
- Inspection:
 - Four hours per day assumed (Hours include drive time).
- Materials Testing is based off UDOT MS&TR. We used the engineers estimate along with assumptions of contractor productivity to generate the amount of tests we anticipate for the following materials:
 - Concrete
 - Density
 - HMA
 - Aggregate

- Inspector will attend contractor safety meetings that are anticipated to be held in conjunction with the weekly update meetings.
- Pre-paving or other project specific task meetings will be held in conjunction with the weekly update meeting.
- It is anticipated that there will be three RFI's
- WCG anticipates one change order on this project where we can provide assistance to the RE.
- It is assumed the same inspector will be working on this and the Quinn's Junction Park and Ride project which will provide economy of scale to both projects.

Phasing:

It is anticipated this project will be completed in one phase.

Fee Type:

Lump Sum per the defined scope.

Work Plan

Preconstruction

- WCG will review the plans and specifications to become familiar with the work when a contract NTP is given.
- WCG will attend the preconstruction meeting with the RE, Park City, and the Contractor prior to construction. WCG will prepare the agenda along with conducting and recording the meeting minutes. We will distribute minutes to the project team.
- Initial project setup
- Assist Park City with questions that come during the advertisement (two anticipated).
- The WCG team will visit the project site to review existing conditions and take pictures to understand the project and its limits once contract NTP is given.

Construction Management

- Weekly project meetings: WCG will prepare agendas, schedule, and conduct meetings, take meeting minutes, and distribute. WCG will have an RE and Inspector, in attendance at all meetings.
- Process Reviews: WCG will perform internal process reviews as a part of our QC plan including, but not limited to documentation, quantities, subcontracts, material testing requirements, diaries, and material certifications.
- Requests for Information (RFI's): WCG will review and respond to RFI's submitted on the project. (Three anticipated)
- Review of Submittals: In coordination with the RE who will review and accept all submittals on the project, WCG will track submittals on the project including, materials certification, TC, MOT, and detour plans, Critical Path Method (CPM) schedules, mix design and material testing source suitability and targets.
- Change Orders (CO): WCG will coordinate with the RE who will review all requests for CO's and determine if a change order is necessary. It is anticipated that the RE will also prepare a CO justification and cost estimate, review schedule impacts for any contract time adjustments, and prepare the CO to submit for signatures and processing.

- Post-construction conference and final walkthrough: The RE will schedule and conduct a final inspection and walkthrough. We will develop a punch list of work items required to be completed to achieve physical completion.

Project Administration

- WCG will set up and maintain project documentation and project files. We will review and accept project documentation such as material certifications, prompt payment, subcontracts, pay item documentation, etc. Also includes project billing.
- WCG will develop a Quality Management Plan (QMP) to track all material documentation that is submitted. This will reference the pay items and submittal requirements along with the MS&TR and special provisions as the standard for reference.
- As a part of our QMP, WCG will review and check all quantities measured for payment on the project weekly.
- It is anticipated that the RE will review and process monthly partial payment requests. Our inspector will work with the contractor and agree on quantities for each monthly payment request.
- Under the direction of the RE, WCG will track contractor workdays and schedule.

Field Inspection

- Daily inspection of the work: WCG will have a full-time inspector on site each day while the contractor is working to inspect and document the contractor's work.
- Daily diary entries: The WCG inspector will enter daily diary entries for each pay item to properly document the contractors work and progress. The inspector will also document in the diary any activities or conversations that do not pertain to a pay item.
- TC and MOT inspection: WCG will perform daily inspections to ensure the TC and MOT are in accordance with the approved TC and MOT plans.
- Sampling of soils: WCG will sample all soils per UDOT MS&TR and submit them to our lab in Salt Lake City for testing.
- Concrete Testing in the field: WCG will test all concrete placed on the project as per UDOT MS&TR. This could be daily based on the phasing of work. Tickets: WCG will gather all material tickets and total them for quantity and payment.
- WCG will complete forms for aggregate physical properties and density as required by UDOT MOI.
- Density testing in the field: WCG inspectors will perform density testing on granular materials incorporated into the project using a Nuclear Density Gauge per UDOT MS&TR.
- Safety inspections: Safety of workers and the traveling public is critical to the project's success. WCG will continually observe contractor work for safety and attend and participate in weekly safety meetings which will be a part of the weekly update meeting.

Materials Testing

- Soils/Agg Testing: WCG will use our lab to perform materials testing on Untreated Base Course (UTBC), concrete sand and aggregates. All material testing will be completed and shared with the city and contractor.
- Concrete Strength: WCG will test all concrete cylinders for strength acceptance testing. All material testing will be completed and shared with the city and contractor.



- Lab Documentation and Test Results: WCG will record and distribute all test results and documentation.

Public Involvement

- It is anticipated that the city will perform PI duties.

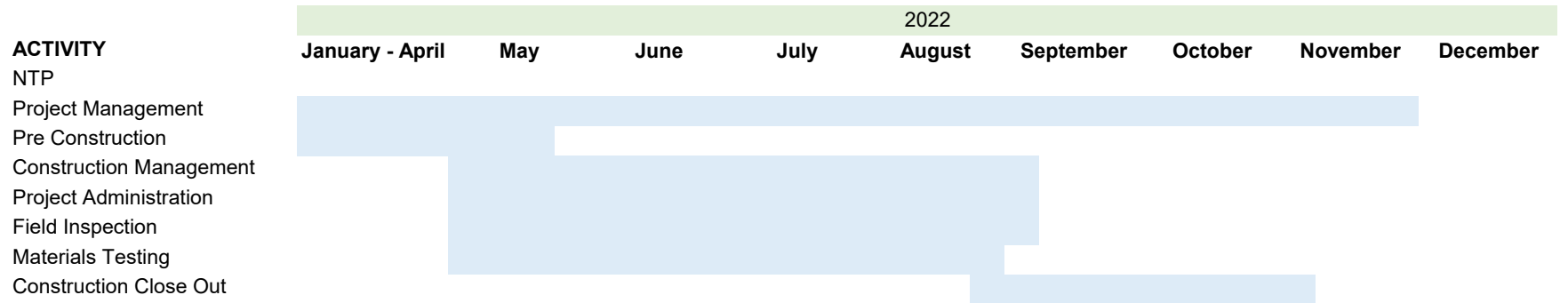
Construction Closeout

- Final forms and documentation: Prepare final close out documentation and forms.



Park City (Park Avenue Bus Stops)
Construction Schedule
1/11/2022

DRAFT SCHEDULE





To: Park City
Date: January 19, 2022
RE: WCG Scope, Schedule & Budget for Construction Eng. Management
Project: Park City Quinn's Junction Park and Ride Lot

Dear John Robertson:

Please see below our scope, budget, and schedule for Construction Engineering Management (CEM) services of the subject project. We have a materials lab to provide quality assurance for the materials testing on the project which includes proctors and nuclear gage field density verification. We appreciate the opportunity to work with Park City on this important project.

Respectfully,

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Gary Horton, PE
Project Manager / Principal

Executive Summary

Brief Description:

WCG will provide CEM services for the aforementioned project. This will include construction inspection and materials testing. It is anticipated that the Resident Engineer (RE) responsibilities will be performed by Park City (Dave Gustafson). The tasks include construction inspection, documentation, and project closeout activities as described below:

Prime and Subs:

WCG will perform all work for this contract, including inspection and materials testing.

Assumptions:

- Construction Time Frame: 17-weeks
- It is anticipated that there will be 17 weekly meetings
- Inspection:
 - Five hours per day assumed (Hours include drive time).
- Materials Testing is based off UDOT Minimum Sampling & Testing Requirements (MS&TR). We used the engineers estimate along with assumptions of contractor productivity to generate the number of tests we anticipate for the following materials:
 - Concrete
 - Density
 - HMA
 - Aggregate
- Inspector will attend contractor safety meetings that are anticipated to be held in conjunction with the weekly update meetings.

- Pre-paving or other project specific task meetings will be held in conjunction with the weekly update meeting.
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- WCG anticipates one change order on this project where we can provide assistance to the RE.
- It is assumed the same inspector will be working on this and the Park Avenue bus stops which will provide economy of scale to both projects.

Phasing:

It is anticipated this project will be completed in one phase.

Fee Type:

Lump Sum per the defined scope.

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- It is anticipated that the RE will review and process monthly partial payment requests. Our inspector will work with the contractor and agree on quantities for each monthly payment request.
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- Sampling of soils: WCG will sample all soils per UDOT MS&TR and submit them to our lab in Salt Lake City for testing.
- Concrete Testing in the field: WCG will test all concrete placed on the project as per UDOT MS&TR. This could be daily based on the phasing of work. Tickets: WCG will gather all material tickets and total them for quantity and payment.
- WCG will complete forms for aggregate physical properties and density as required by UDOT MOI.
- Density testing in the field: WCG inspectors will perform density testing on granular materials incorporated into the project using a Nuclear Density Gauge per UDOT MS&TR.
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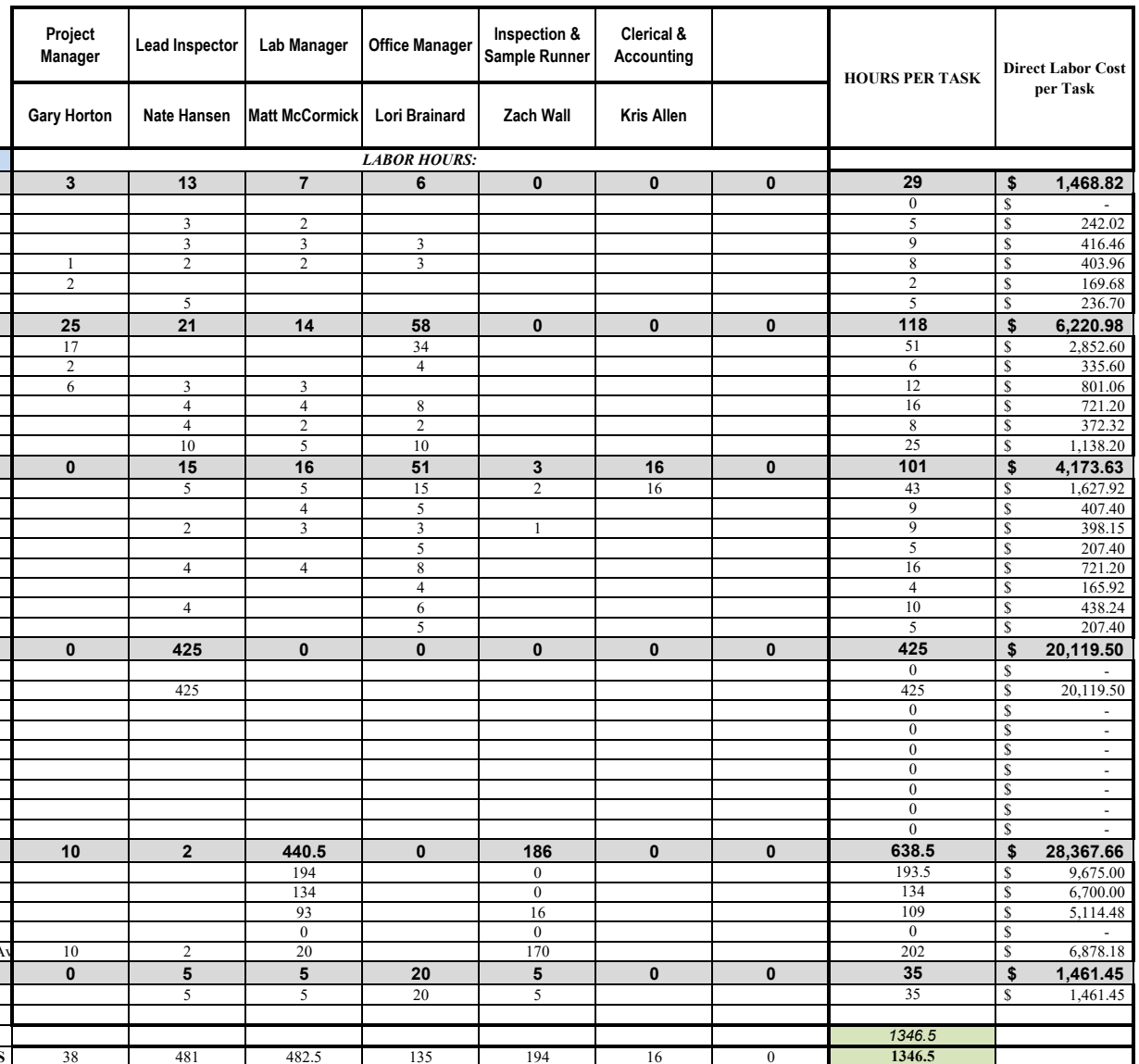


Public Involvement

- It is anticipated that the city will perform PI duties.

Construction Closeout

- Final forms and documentation: Prepare final close out documentation and forms.



Total WCG Labor	\$152,710.29
Direct Expenses	\$8,600.90
Materials Testing	\$14,460.00
GRAND TOTAL	\$175,771.19



Park City Quinn's Parking
Construction Schedule
 1/11/2022

DRAFT SCHEDULE



PLEASE REMOVE THIS CLAUSE, ALL COMMENTS IN THE MARGINS, AND ALL YELLOW HIGHLIGHTING THROUGHOUT DOCUMENT!!!!

Template Updated 08-21

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this 31 day of March, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and Wall Consultant Group, a (Insert state of incorporation) (insert either "corporation" or "limited liability company"), ("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 seventy-five thousand seven hundred seventy-one and nineteen cents (\$175,771.19).

The City has designated _____, or his/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. 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 _____ 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 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 an exemption from 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. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 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

PARK CITY MUNICIPAL CORPORATION

DESIGN PROFESSIONAL SERVICES AGREEMENT

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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its 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 agents, employees, and officers, and any other person for 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 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 agents, employees and/or officers from any claims arising from the sole negligence of the City, its 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.

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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 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. Design Professional 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 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 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 Design Professional, 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 Design Professional including materials, parts, or equipment

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furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming 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.

- 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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional'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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

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.

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- 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 an equivalent program. The Design Professional 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 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 companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

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- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

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 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 Design Professional 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. 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address: _____

Address: _____

City, State, Zip: _____

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Title

THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK
OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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 _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “A”

SCOPE OF SERVICES

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK