



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 9, 2026**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link:

<https://us02web.zoom.us/j/83226796646>

CLOSED SESSION - 1:00 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

3:40 p.m. - Senior Center Discussion

4:10 p.m. - Little Kate Road Project Update

4:55 p.m. - Discuss Procurement Rules Amendments

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. April 2026 Sales Tax Report
2. 2025-2026 Bonanza Winter Shuttle Report

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 25, 2026

V. CONSENT AGENDA

1. Request to Authorize the Mayor to Sign a Letter of Concurrence and Match Agreement with the Mountainland Association of Governments for the Park City Multimodal Wayfinding Plan

2. Request to Authorize the City Manager to Execute a Professional Service Agreement with Alpine Forestry LLC, as Approved by the City Attorney's Office, Not to Exceed \$665,000, to Implement the Forest Health and Fuels Program
3. Request to Authorize the City Manager to Execute an Agreement in a Form Approved by the City Attorney's Office with ABC Bus, Inc. for the Purchase of Five 34-Foot Turtle Top Terra Transit HD Buses, Not to Exceed \$1,288,746.00, Using the Georgia State Cooperative Contract
4. Request to Authorize the City Manager to Execute a Construction Agreement with Whitaker Construction Company Inc., in a Form Approved by the City Attorney, Not to Exceed \$953,730, for the Park City Heights to Studio Crossings Water Line Project

VI. OLD BUSINESS

1. Snow Creek Tunnel Update
(A) Public Input

VII. ADJOURNMENT

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.**

City Council Staff Report

Subject: Senior Center Project Update and Timeline
Author: Matt Lee
Department: Economic Development
Date: July 9, 2026

RECOMMENDATION

Consider providing staff direction to authorize the existing consultant, Sparano + Mooney Architecture, to proceed with preparing Schematic Design for Council approval and a future application submission to the Planning Commission. Following feasibility investigation, design team expertise, and stakeholder engagement, Staff recommends the following parameters as targets for the project:

- 1) Building size: 15,000 SF
- 2) Parking Stall Quantity: 52 surface stalls
- 3) Project Budget (excluding FF&E and Kitchen Equipment): \$15M

Additionally, consider providing staff direction for preferred public input process for the project moving forward.

BACKGROUND

- September 2022 - PCMC signed an MOU with representatives of the Senior community detailing the ownership and partnership responsibilities for the existing Senior Center, and preliminary plans for a new Center.
 - March to November 2023 - Massing study completed by Stereotomic to identify options for a mixed-use concept of affordable housing and a new Senior Center.
 - January to December 2024 - RFP issued and Related brought on as a development partner for the mixed-use project which, after review of several options, culminated in a decision to move forward with development of a stand-alone Senior Center.
 - January 9, 2025 – [City Council directed PCMC staff](#) to investigate the feasibility of a new Senior Center at the parcels which make up the Mawhinney Parking Lot and the adjacent lot.
 - February 27, 2025 – [Project update](#) provided to City Council, including an outline of property history and feasibility concepts.
 - May 1, 2025 – [Feasibility Report](#) presentation to City Council for Senior Center at Mawhinney Parking Lot parcels; direction given to procure design team to develop concept designs, including:
 - Prioritize building adequate parking, and consider below-grade parking to preserve open/green space on the site to the extent reasonable;
 - Consider the entire “lot” (all four parcels analyzed in the feasibility report) to optimize building position, site design, parking capacity, etc.; and
 - Budget, final building size, and parking capacity to be decided based on concept design alternatives with cost estimates by the City Council.
- ([Minutes](#))

- May 27, 2025 – Design Services Request for Statement of Qualifications (RSOQ) released.
- July 10, 2025 – [Project update](#) provided to City Council, with direction given regarding design team selection and priorities.
 - [Council directed staff to engage Summit County](#) representatives as partners in the design process.
- August 26, 2025 – Sparano + Mooney Architecture selected following procurement process. [Contract Request](#) for concept & schematic design in the amount of \$122,550 presented to City Council and approved. ([Minutes](#))
- September 18, 2025 – Sparano + Mooney contract for concept and schematic design executed.
- September 2025 – Bi-weekly design meetings begin (ongoing currently) with PCMC staff, Sparano + Mooney, Senior representatives (Linda McReynolds & Craig Weakley) and Summit County (Janna Young & Jessica Wilde).
- November 3, 2025 – Senior Center Capital Contribution Request Memo sent to Summit County staff from Mayor Nann Worel and City Council Members.
- November 6, 2025 – [Work Session](#) conducted with City Council to discuss potential site designs, including building size and placement, parking and access options, and cost estimates. ([Minutes](#))
- January 15, 2026 – [Work Session](#) conducted with City Council to discuss updated site designs (according to Council direction from November 6th Work Session), including updated parking and building programming/size options and associated cost estimates. Direction given to staff to proceed with schematic design under the following guidelines:
 - Surface parking only (no underground or below grade parking).
 - Minimum 47 parking spaces to maintain existing, with additional surface parking contemplated to the extent possible on the project site.
 - Target 13,000 gross interior square footage for building size with a 7,500 square foot building footprint, while allowing design flexibility for up to 15,000 gross square foot building size with an 8,000 square foot building footprint, pending full evaluation of funding sources. ([Minutes](#))
- February 9, 2026 – Capital Funding Request of \$15M presented to Capital Improvement Project (CIP) Committee
- March 6, 2026 – Joint City/County Council Meeting [Project Update presentation](#) ([Minutes](#))
- June 25, 2026 – [FY 2026 Final Budget](#) approved by Council, including \$15M total Capital Funding for Senior Center across FY26, FY27, and FY28

TIMELINE

Anticipated/estimated project milestones:

- Fall 2026: Council approval of Schematic Design
- Winter 2026: Construction Manager/General Contractor Procurement
- Spring 2027: CUP/MPD potentially approved by Planning Commission
- Summer/Fall 2027: Construction Start Date
- Winter 2028/2029: Construction Complete

FUNDING

The Senior Center currently has \$15M in total funding included in the FY2027 Capital Projects Budget approved by Council on June 25, 2026, as shown below. The total funding includes \$3.48M remaining in FY2026, \$3.5M in FY2027, and \$8M in FY2028.

Senior Community Center

Project Code	Project Title	Project Description
IMP0311	Senior Community Center	City Council directed PCMC staff on January 9, 2025, to evaluate the feasibility of a new Senior Center on the parcels comprising the Mawhinney Parking Lot and the adjacent property. Following completion of the feasibility study, Council has provided continued direction through multiple discussions in 2025 and into 2026 to proceed with design and development of the project, with the most recent discussion occurring on January 15, 2026. Current design, based on the Council’s direction, includes a surface parking configuration with a minimum of 47 parking spaces and a facility size ranging from approximately 13,000 to 15,000 square feet.

Funding Source - Long Name	FY 2026 Revised Budget	YTD Expenses	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	FY 2031 Budget
CIP Fund * BEGINNING BALANCE	0	0	0	3,000,000	0	0	0
LOWER PARK RDA * CONT TO RDA D	3,500,000	22,178	3,500,000	5,000,000	0	0	0
Total	\$ 3,500,000	\$ 22,178	\$ 3,500,000	\$ 8,000,000	\$ 0	\$ 0	\$ 0

EXHIBITS

Exhibit A: Park City Senior Center Design Status Presentation



PARK CITY SENIOR CENTER

July 9, 2026



PROJECT TIMELINE

Anticipated/estimated project milestones:

- ✓ Sep 2025: Bi-weekly Design Meetings Begin
- ✓ Nov 6, 2025: Work Session – Site Design, Parking Options, & Cost Estimates
- ✓ Jan 15, 2026: Work Session – Surface Parking, 47+ spaces, 13k-15k GSF
- ✓ Feb 9, 2026: CIP Committee Capital Funding Request - \$15M
- ✓ March 6, 2026: Joint City/County Council Meeting – project status update
- ✓ June 25, 2026: FY 2027 Budget Approved – includes \$15M total Capital Funding for Senior Center



IN PROGRESS

Work currently in Progress:

- Concept Floor Plan Development
- Sustainability Goals/Needs (Balancing with Commercial Kitchen Needs)
- Planning for Major Utility Needs (3-phase power to site w/ RMP)
- PCFD & Engineering Road Access Requirements
- Coordination with Transportation & Engineering for Transit Stop Integration
- Assembling CUP/MPD Application Materials
- Plat Amendment and ROW Vacation

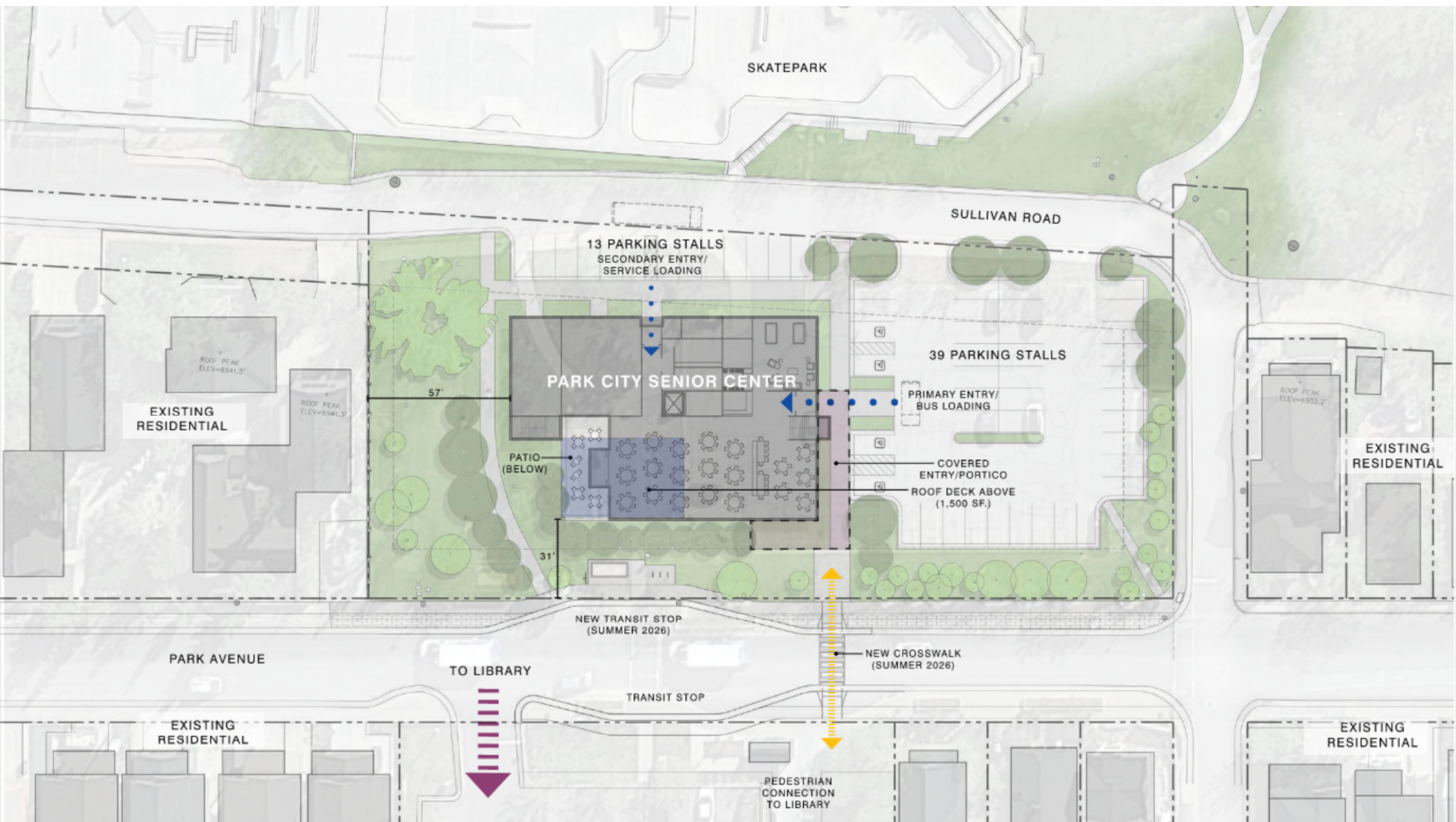


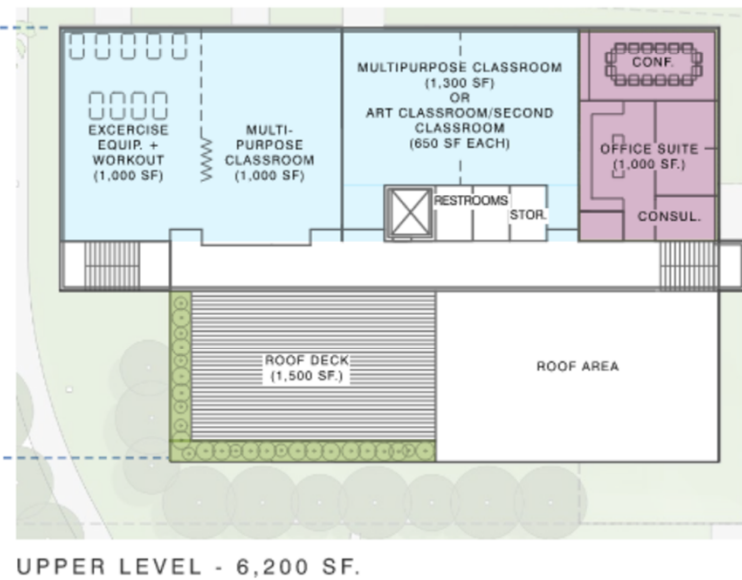
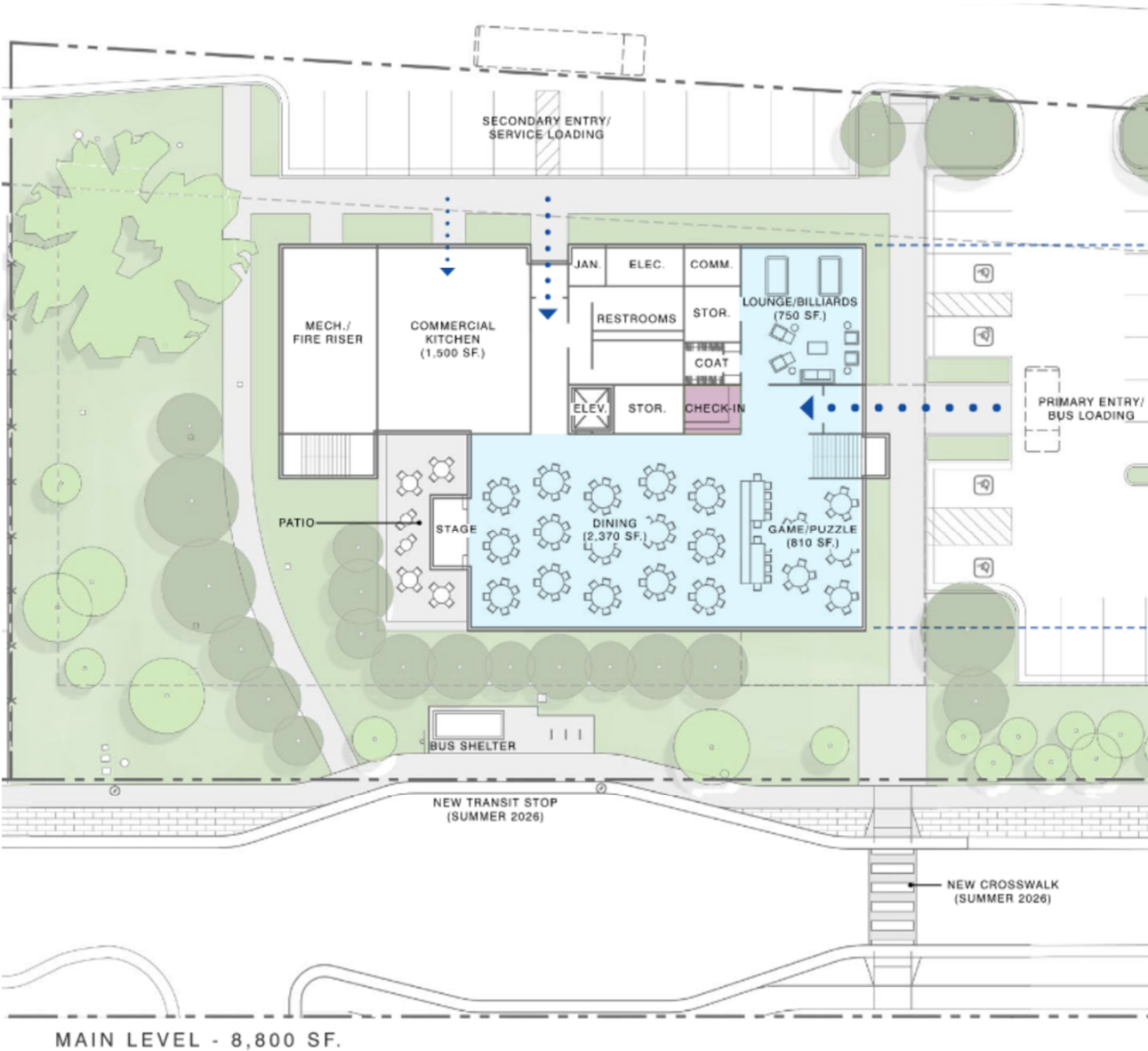
ESTIMATED TIMELINE

Anticipated/estimated project milestones:

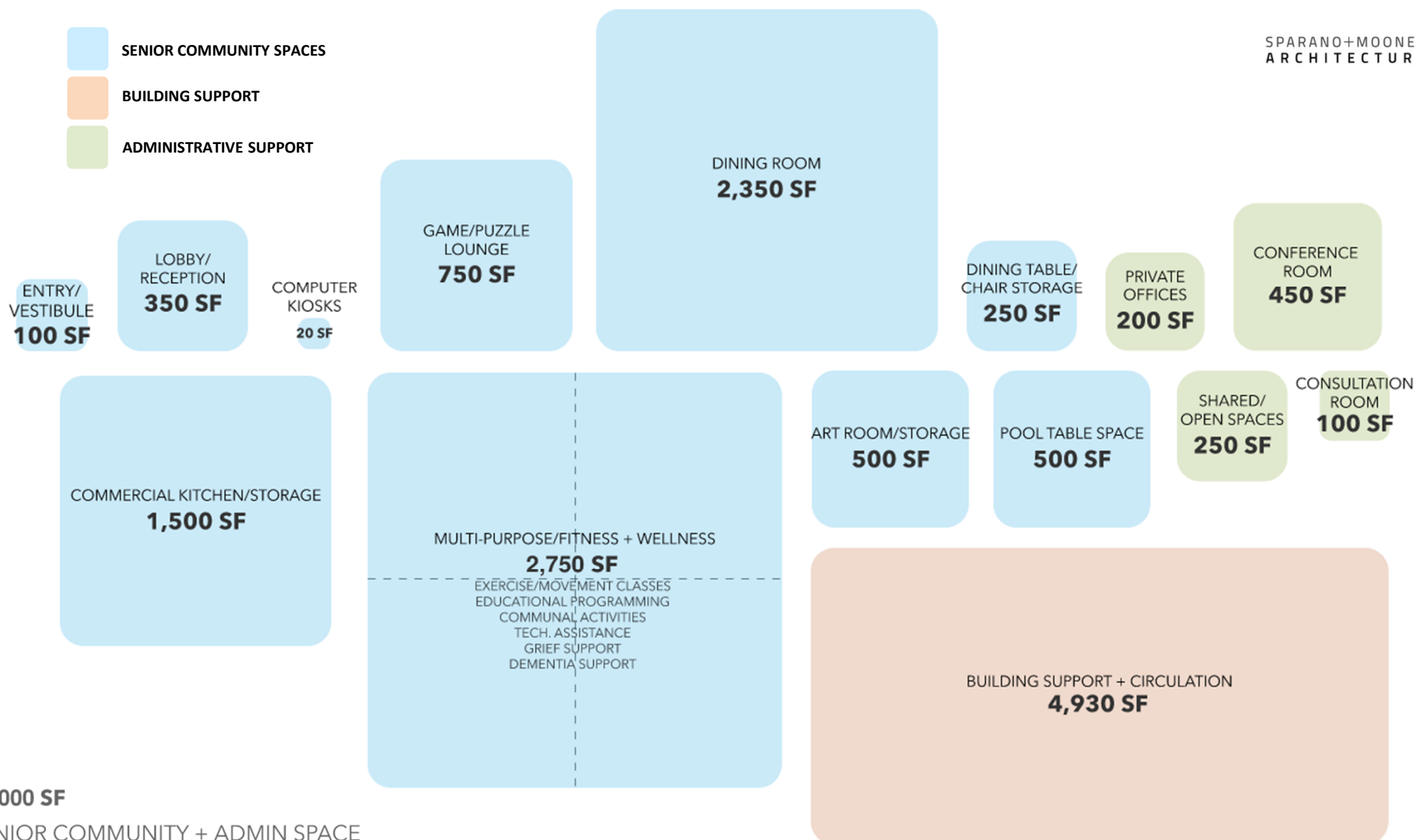
- ☐ Fall 2026: Council approval of Schematic Design
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- SENIOR COMMUNITY SPACES
- BUILDING SUPPORT
- ADMINISTRATIVE SUPPORT



COST ESTIMATE OF BUILDING WITH SURFACE PARKING – 52 SPACES	15K SF STRUCTURE
BUILDING CONSTRUCTION	\$9.3M
PARKING & SITE CONSTRUCTION	\$1.15M
CONTRACTOR EXPENSES & OWNER SOFT COSTS	\$4.25M
ALLOWANCES (WINTER AND SOILS)	\$225K
ESCALATION	\$365K
BUILDING COST ESTIMATE	\$15.3M
FF&E + KITCHEN EQUIPMENT	\$1.3M
TOTAL COST ESTIMATE	\$16.6M

PROBABLE COSTS

SPARANO+MOONEY
ARCHITECTURE

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Total	\$ 3,500,000	\$ 22,178	\$ 3,500,000	\$ 8,000,000	\$ 0	\$ 0	\$ 0

- FY 2027 Final Budget Approved June 25, 2026
- Includes Capital Budget of **\$15M** total for Senior Center **FY26, FY27, FY28** combined

FUNDING



COUNCIL DIRECTION

- **Does Council wish to proceed with Schematic Design for Future Planning Commission CUP/MPD Application?**
 1. Adjustments to Preferred Concept Design?
 2. Proceed with recommended Building Size (15,000 SF)?
 3. Proceed with recommended Parking Stall Quantity (52)?
- **What is Council's preferred public input process for the project moving forward?**
 1. Schematic Design approval (public meeting)
 2. Planning Commission review (public meetings)
 3. Additional opportunities for public input?



QUESTIONS



City Council Staff Report

Subject: Little Kate Road Project Update
Authors: Anna Maki, Alex Roy, Steven Dennis
Departments: Transportation Planning, Engineering
Date: July 9, 2026



Executive Summary

The Little Kate Road Project (the “Project”) is intended to improve safety and access for people walking and bicycling, support Safe Routes to School, provide better access to transit, and address vehicle speeds along the corridor. This Project is included in the Citywide Bus Stop Project as part of a broader effort to improve “first-and-last mile” connections to and from transit stops.

Following City Council's [April 30, 2026](#) direction, staff paused advancement of the Little Kate Road shared-use pathway and began evaluating alternative concepts that provide dedicated facilities for walking and bicycling with an emphasis on maintaining or enhancing the current separation between user groups. The project team has presented these concepts to the community and collected feedback on preferred alternatives through an online survey, meetings with residents, and two public open houses.

This work session is intended to provide Council with:

- An update on community engagement conducted since April 30, 2026
- A summary of key themes and feedback received
- An overview of concepts currently under evaluation
- A discussion of potential tradeoffs and next steps

Background

The Project is supported by several adopted City planning efforts, including [Park City Forward](#) (PC Forward), the City’s Long-Range Transportation Plan and the [Park City Bicycle and Pedestrian Plan](#) (BP Plan).

Adopted by City Council in September 2022, PC Forward provides the City’s framework for prioritizing transportation investments and addressing both current and future needs. The plan emphasizes expanding high-quality walking and biking infrastructure and establishes a modal priority (Figure 1) that places pedestrians and bicyclists at the forefront of street design decision-making.

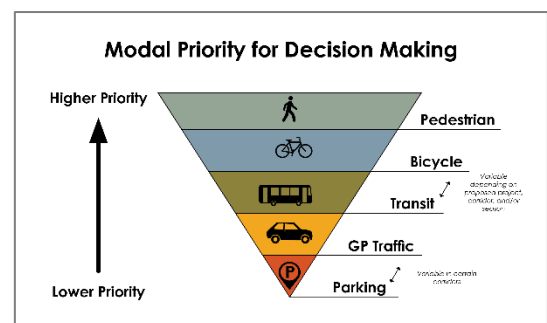


Figure 1: Modal Priority for Decision Making

In Park Meadows, PC Forward identifies a “Park Meadows Bikeway” along major neighborhood connector streets, including Holiday Ranch Loop, Monitor Drive, and Little Kate Road. The plan also supports increasing the share of trips made by walking, biking, transit, and carpooling.

The BP Plan, adopted by City Council in 2024, further identifies projects and initiatives intended to make walking and bicycling in Park City safer and accessible to people of all ages and abilities. Little Kate Road was identified for improvement due to its role in connecting residents to key destinations and supporting safer travel along the corridor.

The Project extends from Holiday Ranch Loop to the west and Lucky John Road to the east (Figure 2). While planning efforts identified the corridor for improvement, funding became available through the Citywide Bus Stop Project. With the nexus of "first-and-last-mile" access to bus stops, Little Kate Road could leverage existing grant funding, as the corridor serves multiple Park City Transit stops.



Figure 2: Little Kate Road Project extent

The Project has developed through multiple iterations after touchpoints with the City Council and the public. Originally contemplated as a shared-use path, the City Council directed staff at the [April 30, 2026](#) meeting to explore alternatives that maintain separation among roadway users while improving safety for walking and biking. Staff returned on [May 7, 2026](#) for an update on the project direction, which included unveiling three high-level concepts for Council Members initial reaction. Direction on preference was not sought. These concepts were subsequently presented at community engagement touchpoints; the project website, online project survey, the June 2, 2026, Citywide Spring Projects Open House, and the Little Kate Open House on June 23, 2026.

The Little Kate Road Project has previously been brought before City Council on:

- [August 26, 2025](#)
- [February 3, 2026](#)
- [April 9, 2026](#)
- [April 30, 2026](#)
- [May 7, 2026](#)

Project Purpose

Currently, Little Kate Road consists of a 5-foot sidewalk on the north side, two 5-foot bike lanes, and two 10-foot travel lanes, for a hardscaped footprint of ~40 feet and a curb-to-curb width of ~30 feet (widths fluctuate minimally throughout the corridor). See **Exhibit A** for a cross-section of the existing roadway. In practice, these facilities do not consistently function as intended. Observations and public feedback on the use of the corridor show people biking use both the bike lanes and the sidewalk, while vehicles are frequently observed encroaching into the bike lanes. Additionally, people often walk in the bike lanes, whether it's to allow passing on the sidewalk, not enough space on the

sidewalk for the group size or walking on the south side of the road. These observed behaviors suggest that the existing roadway configuration does not consistently provide comfortable or intuitive space for all users. As a result, pedestrians, bicyclists, and motorists often share or overlap within spaces intended for other travel modes, reinforcing the need to evaluate improvements that better support the corridor's multimodal function.

Traffic conditions along Little Kate Road indicate that vehicle speeds regularly exceed the posted 20 mph speed limit. Traffic data collected in 2025 shows an 85th-percentile speed of approximately 30 mph. While these conditions are generally manageable for confident adult bicyclists, they can create discomfort for younger riders and those with less cycling experience. Based on nationally recognized [bicycle facility guidance](#), the corridor's traffic characteristics fall within a range where both buffered on-street and separated bicycle facilities may be appropriate, depending on community goals, user preferences, and corridor constraints.

Little Kate Road serves several key community destinations, including the Park City Municipal Athletic & Recreation Center (MARC), McPolin Elementary School, and Park City High School. As a primary corridor within the Park Meadows neighborhood, it provides important connections between upper and lower Park Meadows for residents, students, and visitors. The corridor is on a designated Safe Routes to School connection for McPolin Elementary and provides access to nine transit stops, making it an important link in the City's multimodal transportation network. According to data provided by the Park City School District, 116 McPolin Elementary students reside within the Park Meadows neighborhood. Only 17 of these students are eligible for school bus services.

Little Kate Road Alternative Concepts

The project team has developed four new conceptual alternatives for Little Kate Road, including 1a and 1b) buffered bike lanes (Figures 3 and 4) and 2a and 2b) bicycle facilities on the south side of the roadway (Figures 5 and 6). Each concept is intended to provide dedicated space for people walking and bicycling while improving safety and comfort along the corridor. **Exhibit B** also shows these alternatives. A no build/maintenance only alternative is included as well (Figure 7).

These concepts are preliminary and are intended to illustrate a range of potential approaches rather than final designs. The four concepts represent two primary facility types, with each type shown at both a lower-impact and higher-impact level of implementation. As the project advances, individual design elements may be modified, combined, or refined based on community feedback, technical analysis, and Council direction.

Funding for concept development and initial construction planning is currently available through the Citywide Bus Stop Improvements Project. Depending on the preferred alternative and its associated footprint, construction cost, and design requirements, additional funding may be necessary.

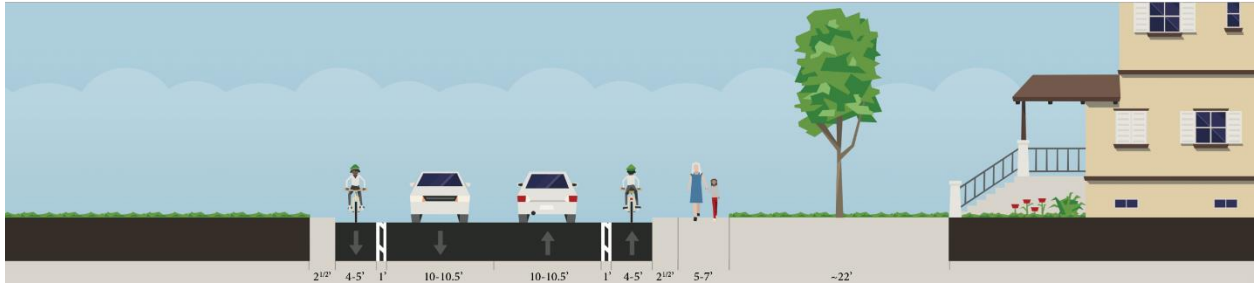


Figure 3: Concept 1a – Minimal Buffered Bike Lanes

Concept 1a: This concept is similar to the existing road, with a wider painted buffer between bike and vehicle travel lanes. The existing sidewalk could stay the same or be widened.

Construction Difficulty: 🚧

Cost: 💰

Temporary Easements: 🏠🏠

Benefits:

- Specific areas along the roadway for bicycles and pedestrians.
- Limited roadway widening required.
- Bicycles continue to travel in the direction of vehicle travel.
- Minimal changes to the existing roadway character.

Limitations:

- Limited opportunity to achieve meaningful traffic calming.
- No physical separation from vehicles for bicyclists.
- May not feel comfortable for all ages and abilities.
- Some bicyclists may continue to use the sidewalk rather than the bike lanes.
- Bike lane width could be reduced in the winter for snow storage.
- Vehicles may continue to encroach into bike lanes.

Variables:

- Opportunity for increased sidewalk widening, balancing private property impacts/ROW/bike facility impacts.
- Buffer width can be increased or decreased from 1 foot, with increased width potentially requiring roadway widening.
- A wider buffer could be achieved by narrowing the bike lanes, reducing roadway impacts but creating bike lanes that do not meet the City's 5-foot standard.

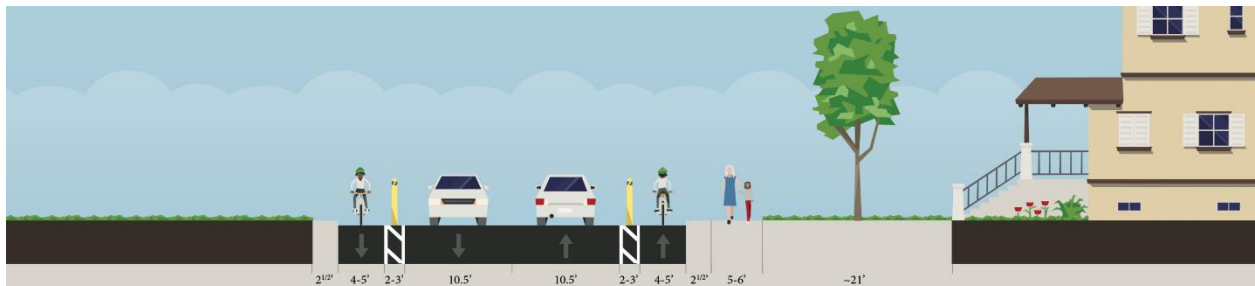


Figure 4: Concept 1b – Barrier Buffered Bike Lanes

Concept 1b: This concept is similar to 1a, with a larger barriered buffer between bicyclists and vehicles. The barriers would likely need to be removable.

Construction Difficulty: 🚧🚧🚧

Cost: 💰 💰 💰

Temporary Easements: 🏠🏠🏠🏠

Benefits:

- Separation from traffic for bicycles and pedestrians.
- Increased visual and physical separation for bicyclists from vehicles.
- Potential for traffic calming with visual travel lane narrowing.
- Bicyclists continue to travel in the direction of vehicle traffic.
- Minimal changes to the existing roadway character.

Limitations:

- Increased roadway impacts, including widening.
- Seasonal removal of vertical barriers in the winter for snow plows.
- Traffic-calming benefits may be reduced in the winter when vertical barriers are removed, as the roadway appears wider curb-to-curb.
- Less flexibility for roadway operations and delivery activities.

Variables:

- Multiple different types of vertical buffers (flexible posts, armadillos) can be considered. Larger, vertical buffers may have more impact on traffic calming.
- Buffer width can be increased or decreased, but the minimum recommended width is 2'. Wider buffers may be more impactful the roadway width.
- A wider buffer could be achieved by narrowing the bike lanes, reducing roadway impacts but creating bike lanes that do not meet the City's 5-foot standard.

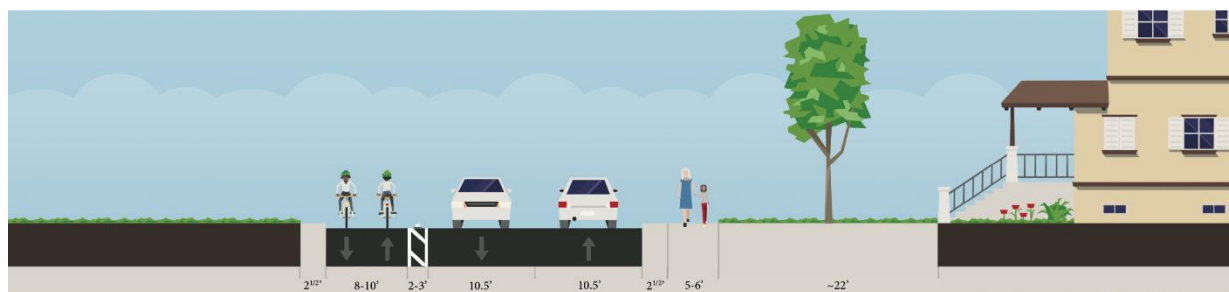


Figure 5: Concept 2a – South Side Bike Lanes, Street-level

Concept 2a: This concept places barrier-separated, bi-directional bike lanes on the south side of the road at street level. These bike lanes could also be raised and separated from traffic by a curb.

Construction Difficulty: 🚧🚧🚧🚧

Cost: 💰 💰

Temporary Easements: 🏠

Benefits:

- Separation from traffic for bicycles and pedestrians.
- Potential for traffic calming with visual travel lane narrowing.
- Limited roadway widening.
- Directly connects with the Holiday Ranch Loop path.

Limitations:

- A facility type that is less common in Park City and may require additional user education and wayfinding.
- Limited opportunity to achieve meaningful traffic calming.
- Removal of vertical barriers in the winter for snow plows.
- Narrowing of bike lanes in the winter for snow storage.
- Additional adjacent property owner coordination needed.

Variables:

- Opportunity for increased sidewalk widening, balancing private property impacts/ROW/bike facility impacts.
- Multiple different types of vertical buffers (flexible posts, armadillos) can be considered. Larger, vertical buffers may have more impact on traffic calming.
- Buffer width can be increased or decreased, but the minimum recommended width is 2'. Wider buffers may be more impactful the roadway width.
- Bike lanes' width can be between 8 – 10', with 8' allowing passing and 10' comfortable for side-by-side bicycling.
- Increased driveway crossings, visibility considerations, and potential adjacent property impacts associated with locating the facility on the south side of the roadway.

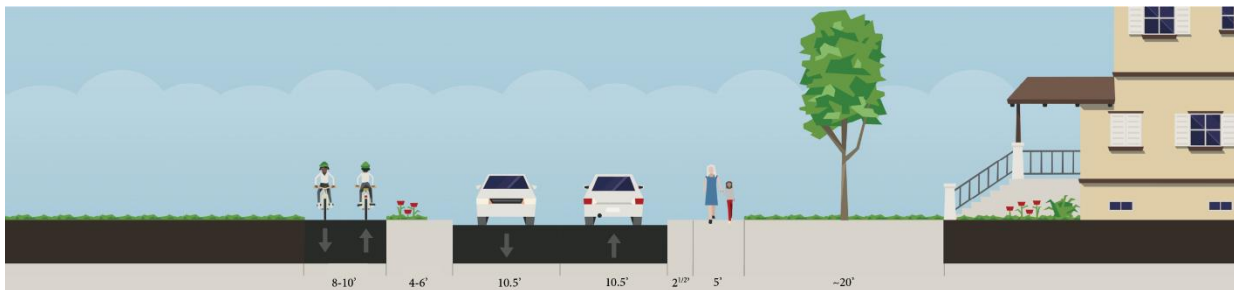


Figure 6: Concept 2b – South Side Bike Lanes, Raised

Concept 2b: This builds on concept 2a by adding raised bike lanes on the south side of Little Kate Road, with a vegetated buffer from traffic.

Construction Difficulty: 🚧🚧🚧🚧

Cost: 💰💰💰💰

Temporary Easements: 🏠🏠🏠🏠

Benefits:

- Full separation from traffic for bicycles and pedestrians.
- High level of comfort for all ages and abilities of bicyclists.
- Traffic-calming potential with a narrower roadway.
- Directly connects to the Holiday Ranch Loop pathway.
- Buffer between the bike facility and roadway serves as snow storage.

Limitations:

- A facility type that is less common in Park City and may require additional user education and wayfinding.
- Greater roadway impacts.
- Additional adjacent property owner coordination needed.

Variables:

- Facility could be used as a multi-use path, rather than a bike-only facility.
- The type of buffer provided (curb-only versus landscaped) will influence roadway width, maintenance requirements, snow storage opportunities, and corridor impacts.
- Distance between bike lanes and traffic can be increased or decreased, but the minimum width is 2 ½'
- Increased driveway crossings, visibility considerations, and potential adjacent property impacts associated with locating the facility on the south side of the roadway

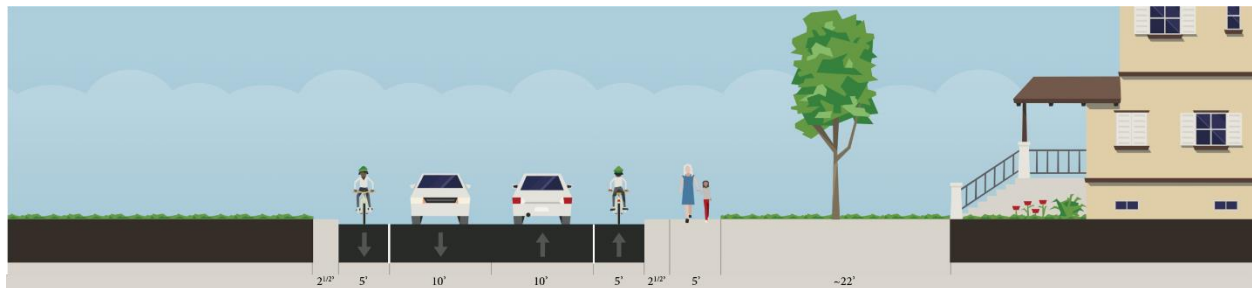


Figure 7: No Build/Maintenance Only

No Build/Maintenance Only: This alternative would maintain Little Kate Road in its current configuration with no roadway, bicycle, or pedestrian facility changes beyond routine maintenance. Existing roadway facilities would remain largely unchanged.

Construction Difficulty: None

Cost: Low (routine maintenance only)

Temporary Easement: None

Benefits:

- No construction-related disruptions to residents, roadway users, or school access.
- Lowest cost, with improvements using striping and signage.
- Avoids roadway widening and associated right-of-way considerations.
- Maintains existing travel patterns for vehicles, bicyclists, and pedestrians.

Limitations:

- Potential loss of existing grant-funding for design and construction of future bicycle and pedestrian improvements.
- Existing concerns related to speeding, user conflicts, and roadway operations would remain.
- No additional separation or comfort improvements for bicyclists or pedestrians.
- Existing bicycle facilities may continue to feel uncomfortable for some users, particularly children and less experienced riders.
- Bicyclists may continue to ride on the sidewalk rather than in the bike lanes.
- Does not advance City goals related to active transportation connectivity and safety improvements.
- Limited opportunity to improve access to McPolin Elementary School and the broader Kearns campus.

Variables:

- Traffic calming, striping, signage, enforcement, or education efforts could be implemented independently of major roadway reconstruction.

Concepts will be further evaluated based on community feedback, property impacts, cost, and constructability. The impacts and designs will be further refined once preferred alternatives are determined.

Community Engagement

Staff has placed a strong emphasis on community engagement throughout the evaluation of Little Kate Road alternatives, recognizing that resident preferences will play a critical role in refining the concepts and advancing the project. Through open houses, community meetings, and an online survey, several key themes have emerged.

Community engagement since April 30 has included:

- [Project Website](#) – Ongoing
- [Project Survey](#) – June 11 – July 7
 - 76 responses, as of June 25
- Citywide Spring Projects Open House – June 2
 - ~30 people engaged with Little Kate directly
- Park Meadows Mailers – June 15
 - ~ 890 households
- Little Kate Road Project Open House – June 23
 - ~80 people engaged
 - 40 written comments received
- Park Meadows Resident Meetings – Ongoing
 - 4 people engaged (as of 6/25)

The community has been very engaged with the Project, especially the Park Meadows neighborhood, providing project feedback that has refined the Little Kate Road concepts. Following the June 2 Citywide Open House, we removed the raised bike lanes alternative following preliminary public feedback and additional evaluation of constructability and adjacent property impacts.

What We've Heard

Community feedback on the Little Kate Road project has been mixed. Common themes from both the open houses and online survey include support for reducing vehicle speeds, improving access to McPolin Elementary and the Kearns campus, maintaining neighborhood character, and continuing separation between different user groups. Concerns focused primarily on roadway widening, impacts to adjacent properties, and bicyclist use of sidewalks. Residents may have submitted comments through multiple engagement opportunities, including both the open houses and the online survey.

The June 23, 2026 Little Kate Road Open House was attended by approximately eighty attendees. Forty comment cards were submitted, and attendees also had the opportunity to indicate support or opposition to each concept with stickers.

Support and opposition for each concept, as indicated by sticker voting, was as follows:

Concept 1a: 48 support, 7 oppose (87% responses supportive)

Concept 1b: 5 support, 32 oppose (13% responses supportive)

Concept 2a: 7 support, 37 oppose (15% responses supportive)

Concept 2b: 7 support, 33 oppose (17% responses supportive)

General feedback and comment cards emphasized traffic calming, e-bike management, and a preference to keep the road as-is. Fourteen comment cards (35%) expressed a preference for no roadway changes. Additional themes included wider sidewalks, rolled curbs, and enforcement related to sidewalk use by adult bicyclists and e-bike riders.

Residents generally favored a "light-touch" approach that reduces major reconstruction while improving safety through traffic calming, enhanced striping/signage, pedestrian upgrades, and better management of e-bike behavior. Concerns about speeding and user conflicts were more common than concerns about the existing roadway layout itself. Concept 1a emerged as the preferred alternative among those supporting physical changes.

The online survey opened on June 11, 2026 and will remain available through July 7, 2026. As of June 25, the survey had received 76 responses. Respondents were asked to indicate their level of support or opposition for each concept and provide feedback on project priorities and other comments.

Results as of June 25 indicated that Concept 1a has the highest level of support. The full breakdown of results is shown below and in **Exhibit D**.

Concept 1a: 56 Support (36 of which Strongly Support) and 20 Opposed (9 of which Strongly Oppose)

Concept 1b: 20 Support (6 of which Strongly Support) and 56 Opposed (12 of which Strongly Oppose)

Concept 2a: 17 Support (4 of which Strongly Support) and 54 Opposed (47 of which Strongly Oppose)

Concept 2b: 18 Support (12 of which Strongly Support) and 54 Opposed (47 of which Strongly Oppose)

Among survey respondents, Concept 1A was the only concept with majority support (74%), while Concepts 1B, 2A, and 2B all received substantially more opposition than support.

Additional results from project priorities and general comments also showed strong preferences. 'Safer, more comfortable bike facilities, 'Traffic Calming,' and 'Reduced amount of roadway widening' were the top three priorities, with 'Improve walking' and 'Wider sidewalk' following closely behind. Residents who wrote in additional priorities were much more likely to request either (1) no project at all, or (2) targeted operational improvements such as traffic calming, enforcement, striping, signage, and e-bike management rather than major roadway reconstruction.

A summary of online survey responses, as of June 25, is available in **Exhibit C**.

Next Steps

Staff will continue refining the concepts based on community feedback, Council input, and technical evaluation, with the goal of defining a preferred alternative. In addition to evaluating safety, comfort, and constructability, staff are balancing several key project objectives, including reducing vehicle speeds, improving walking and bicycling conditions, preserving neighborhood character, and maintaining effective winter operations and snow storage.

Staff anticipates returning to Council on August 13, 2026 with a recommendation for a preferred alternative to progress into final design and accurate construction pricing. This preferred alternative will be based on the community feedback received, technical analysis, and balancing the tradeoffs.

Exhibits

- A Cross-Section of Existing Little Kate Road
- B Cross-Sections of Little Kate Road Alternative Concepts
- C Survey Response Report
- D Online Survey Response Graphics

Exhibit A – Little Kate Road Existing Cross-Section

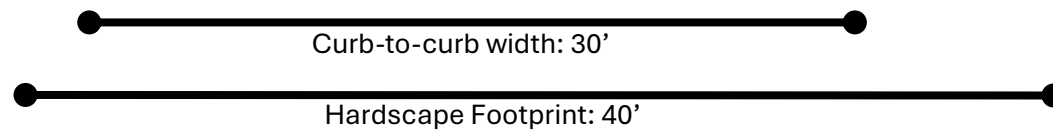
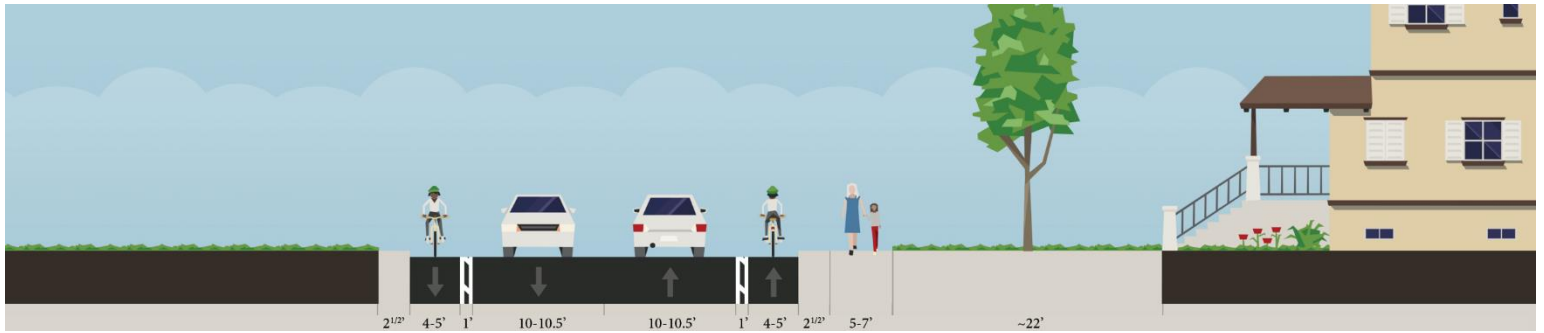
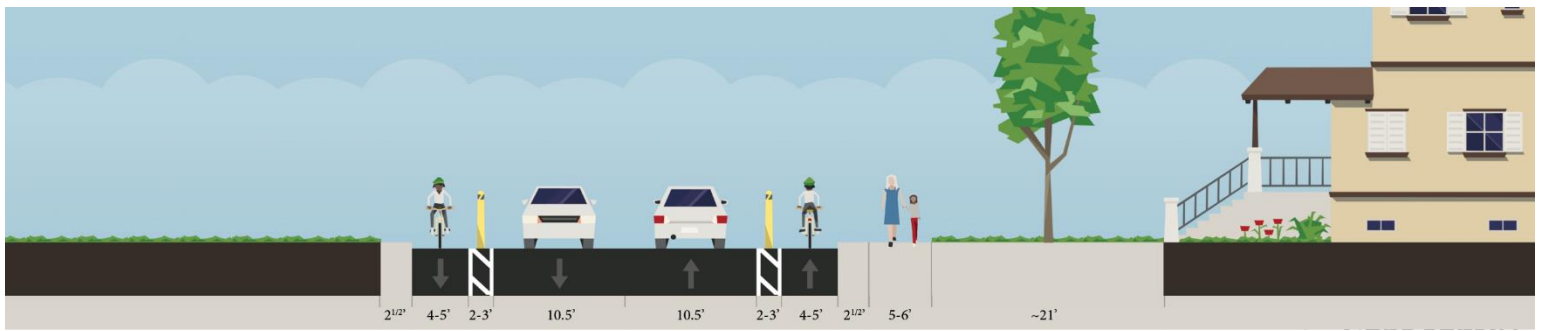


Exhibit B: Little Kate Alternative Concepts

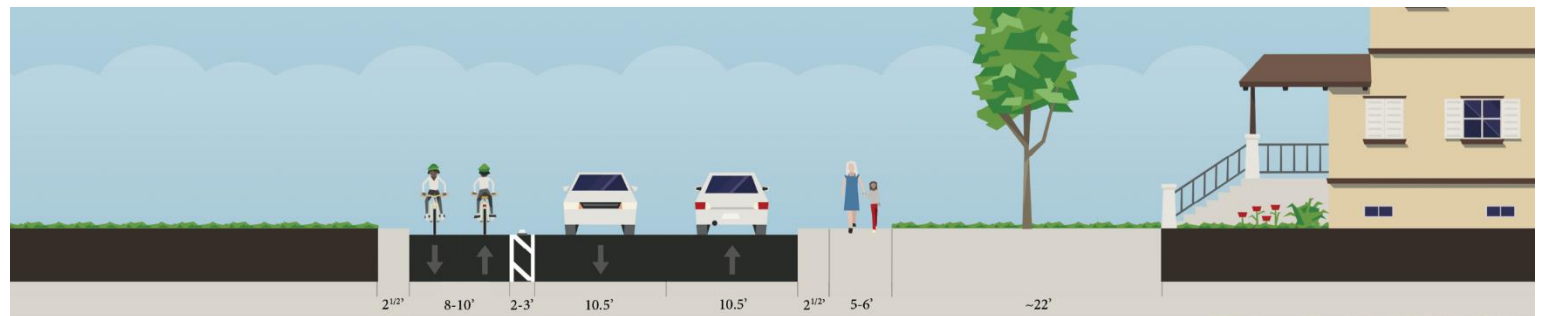
Concept 1a: Minimal Buffered Bike Lanes



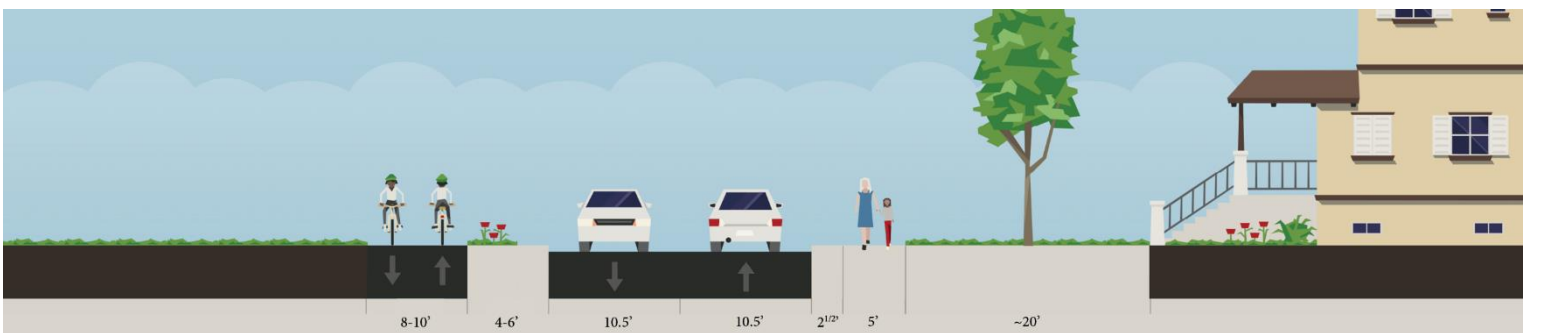
Concept 1b: Barrier Buffered Bike Lanes



Concept 2a: South Side Bike Lanes, Street-Level



Concept 2b: South Side Bike Lanes, Raised





Little Kate Bike & Ped Alternatives

Survey Results
INTERIM

06/25/2026

Respondent Information

What is your primary relationship to Park City?

Number of votes per option:

Live	90% (66)
Work	4% (3)
Recreationalist	0% (0)
Second Home Owner	3% (2)
Other	3% (2)

Text Responses:

Live in Summit Co

I own two second homes in the city and spend a great deal of time here although I am not a resident. I therefore pay almost twice what residents do in taxes.

If you are a Park City resident, which neighborhood do you live in?

Number of votes per option:

Park Meadows	83% (59)
Thaynes	1% (1)
Prospector	4% (3)
Park City Heights	0% (0)
Old Town	3% (2)
Bonanza	1% (1)
Other	7% (5)

Text Responses:

- Lower Deer Valley
- Pinebrook
- Deer valley
- Ridgeview
- Canyons Village

Other than driving, how do you most frequently use Little Kate Road?

Number of votes per option:

Walk	27% (20)
Bike	37% (27)
Walk & Bike equally	32% (23)
Other	4% (3)

Text Responses:

- Walk with my dog
- Walk daily, bike regulary
- Don't presently

What is your primary destination when traveling on Little Kate Road?

Number of votes per option:

Home	35% (26)
PC MARC	32% (24)
McPolin Elementary	3% (2)
Other	30% (22)

Text Responses:

- biking (road and mountain) to reach PCMR and Lost Prospector trail system and different road rides
- friends and playdates
- Neighborhood walk
- all of the above
- Home, neighbors, PC Marc and leaving the neighborhood for the Prospector Square.
- Safer routes around town
- Prospector
- Use little Kate to go to Marc, bike and walk to areas in park meadows and travel into town
- Daily walk or bike around the neighborhood
- walking or biking in neighborhood for exercise and recreation
- Sunny slopes TH
- 2 mile walk, out and back primarily on Little Kate and Lucky John between Little Kate and the paved path to the North field at the jct with Meadows.
- Various. Walk Dog, Walk to Bus, Ride to Trails, Drive to Trails, Drive Home/out
- Access to all the bike trails around town and walking my dog around the neighborhood
- Round Valley
- NA
- part of the daily route for walking
- My destination includes all of the above. I have two sons that live in Park Meadows so I drive or bike home on Little Kate, I pick up grandchildren from McPolin and I attend classes at the Marc
- Leisure riding, accessing friends homes, accessing MTB trails on other side of city. Accessing McCloud creek trail.
- All the above: MARC, Round Valley, Prospector and up to Old Town
- Rail Trail
- To/from the office
- SR 248

Little Kate Existing Roadway

Alternative Roadway Concepts

Rate your support for the 1a concept

Number of votes per option:

Strongly support	47% (35)
Somewhat support	27% (20)
Somewhat oppose	15% (11)
Strongly oppose	12% (9)
Don't know	0% (0)

What do you like about the 1a concept?

Text Responses:

Biking in lanes that mimic vehicle traffic, while still maintaining a dedicated space

It separates bikes from pedestrians, and it looks somewhat simple and easy to maintain

This more closely reflects the current status of Little Kate. Widen the sidewalk by three feet and widen the bike lane by three feet.

Bikes are traveling in the same direction as the traffic which is much safer. Cars are not always looking for bikes if they are traveling in opposite directions from the flow of traffic. E-bikes are safest in bike lanes and not mixing with pedestrians.

clear bike lanes

N/a

Utilize the existing roadway.

nothing

Bikes and pedestrians are separate

Simple, least intrusive to residents who live along Little Kate.

like

I support the safe to school concept

I like the painted road idea and would like to have a painted stop sign at all intersections. I also like the flashing speed limit signs.

Keeping the sidewalk and bike lanes separate.

It works fine today. A rider can see the cars and doesn't have to worry about electric bikes hitting you head on.

Less expensive, and separates the 3 user classes. I think kids on ebikes are going to use the sidewalk no matter what we do.

Accomplishes all objectives with limited modifications to existing setup

Honestly, you don't think we need to do anything what problem we truly solving here

Bike lanes remain on the road.

Wider painted buffer and limited roadway widening

separates bikes from pedestrians

No need to change too much . Most locals who live here (for decades) have told this to our city counsel on the first meeting we had about this issue. The money would be better used to educate children, parents and tourists about the rules of the road. When in other countries it is part of a school education and it works it can be done here as well.

Makes most sense to me. it's close to traditional and not confusing .

Wider lanes for bikes could encourage some ridership

Minimal cost and effort for a problem that doesnt exist

It separates bicyclists and pedestrians and clearly defines where the bike lanes are.

I do not like vertical buffers & raised pathways

Bike lanes both sides of street, should widen bike lane area with painted speed allowance and bike icon picture

More prominent bike lanes

attempt to increase safety, but i'm concerned that with ebikes especially, you will have high speed "passing" of the slower bikes and children, creating the same safety hazard as today. Better than nothing

It is not broken! It works! I know as I have lived off of Little Kate and Evening Star Dr! Please listen! Blinkers on stop sign at little kate and evening star would help!

The overall width remains in the current footprint. Restriping accommodates safety for bicyclists who would then not have to ride on the sidewalk. The current sidewalk does not have an e-bike problem. I personally have never seen that type of interaction. I did my own survey on bike to school Friday in May between 7:30 and 8:45 and there were no issues between cars and cyclists. I spoke to several bikers and asked if they felt safe. The unanimous response (albeit anecdotal) was they felt safe. All but 2 rode on the south side of the road with traffic on their way to school and the north side when returning homewhich are the correct directions. A wider striped bike lane would even improve safety.

I appreciate the fact that this would be a less expensive alternative for a road that I don't believe has had many, if any, accidents in the past. (One hit & run in 2020, as far as I can tell) The speed limits are very low and it seems to me that Park City has gone a little crazy with respect to building or widening additional bike and pedestrian paths where they aren't necessarily needed. Case in point...Thaynes Canyon Drive, which now has as much pavement as greenery. I travel it frequently and I see it being used seldom.. Additionally, Little Kate is

specified as being a “low incident” area when checked. More visible bike lanes could be created by painting them in a high visibility color versus their current appearance, as is done in many other cities I’ve seen.

Keeps pedestrians and cyclists separated

I like the existing road and feel that the biggest issue is it needs to have the lines repainted bold light, and some bicycle icons painted in the current bike lane.

It maintains separation and provides a slightly better solution than the roadway currently sits.

Least intrusive option

Keeps traffic in the opposite side of the street for bikes and cars. If a bike or a car needs to swerve there would be space for that. Also keeps the sidewalk for people walking.

No barrier

Separate bike and pedestrian traffic. Gives walkers their own path

need to really scream "bike lane"

Saves taxpayer money and there is no issue with existing configuration. We ride bikes and drive on street and never an issue.

Seems like not much work would be required & it maintains the same patterns elsewhere in town

Keep bike lanes and signs for biker to actually use them instead of the sidewalks.

Better bike lanes

additional pedestrian space is great

keeping the sidewalk as is.

Keeps a more informal neighborhood feel

Retains sidewalk for safety of peds and I encourage bikers of elem. School age. This sidewalk allows safe access all the way to PCMarc and McPolin elem. And the ball fields. Bike lanes are aligned with car traffic. Avoids confusion with cars entering little Kate and also avoids bike rider head on collisions with each other.

Bike lanes are unidirectional and separate from pedestrians and children with bicycles.

I like two bike lanes going along with traffic. I like the 10.5' lanes for cars. I like a larger buffer between bikes and traffic. I like an expanded concrete sidewalk.

Separation of walkers and cyclists

Easy

Limited physical barriers

The biggest problem I encounter as a pedestrian: countless bikers using the sidewalk to ride on rather than the well-marked bike lane right next to the sidewalk. Would they continue to do this even after PC spends \$\$ on bike lane mitigations? Probably. They don’t seem to care. So I guess the least expensive “solution” would be preferred.

Bikes separate from peds

This is largely what exists now, which is safe and simple. Very low cost to paint this buffer.

Common sense. Ebikes separate from walkway

What do you dislike about the 1a concept?

Text Responses:

confusion around biking in lane vs sidewalk/pedestrian area

you still need signs that say no bikes on the sidewalks

The bike lanes could be separated from large vehicle lanes by a highly visible vertical barrier. This will need frequent plowing during infrequent snow storms.

As long as the buffer is paint and not a physical barrier - that is ok

the road is really wide so cars go fast and don't always pat attention

Effectively no change to existing

Widening the roadway. Widening the sidewalk. What a waste of money! Just keep things the same as they are today.

A complete waste of money. There is not a problem here. There is not a history of pedestrians and cyclists being hit or endangered. This is being push by residents who do not like the fact that there is traffic on Little Kate.

Prefer wider side walk

but is it really necessary. what are we really gaining?

Do not widen the footprint of the existing road and sidewalk

Does not feel safe enough for elementary school kids to bike to school.

I would like painted crosswalks added

Relying on cars to not be speeding and also be paying attention.

Still has high stress on road bike lanes

I don't like the narrower bike lanes- they are hard for small children to stay within

No dislikes

This is the best of the bad ideas that you have all presented

Cost to change from the existing 'good enough'

Nothing

nothing

Currently people park in the bike lanes and this wouldn't stop them. Also, no one feels safe letting their young children ride in unprotected lanes.

Waste of money. If you are not able to confidently ride a bike in bike lane or on the road then stay home. You are a danger on the roads!

I like it a lot!

Not as safe on an already busy street

No physical separation for bikes from cars

token effort - how much will really change in terms of safety

Nothing

The use of funds to fix a problem that doesn't exist. There are more dangerous car, pedestrian, car interactions in Park Meadows, Is there a bus stop planned for the south side of Little Kate at Venus? People are standing in the street waiting for a bus. I'd be happy to send you the picture I took of a mother, child and a child in a stroller. This should be an immediate priority. See comments below.

I dislike the fact that there will be any redo or construction of the sidewalks or road at all, since I don't believe they're needed. The money saved could undoubtedly be used in a better fashion elsewhere. There are already bike paths and a sidewalk. Personally, I believe that is enough, with potential painting upgrades.

nothing

Possible sidewalk widening - totally not needed

Nothing.

Nothing

Want a buffer zone for cars and bikes

Seen it elsewhere before and not sure it really works while making traffic worse

it's probably the best idea.

Perfect as is.

Bike lanes get a little smaller

Doesn't give bikes proper separation and protection like other trails in the area

No separation from cars

bikes need fully buffered space. too much room for cars.

I don't like increasing the bike lanes

We need crosswalks across the roads entering from the racket club condos and also the PCMarc. Crosswalks to bus stops also be a plus.

The buffers add to the width of the utilized right of way.

There isn't anything that I don't like. I like what we have and my extended family uses the bike lanes and sidewalk with their children as I did with them.

Separation of walkers and cyclists

Nothing

Narrow sidewalk

Rate your support for the 1b concept

Number of votes per option:

Strongly support	8% (6)
Somewhat support	19% (14)
Somewhat oppose	16% (12)
Strongly oppose	57% (43)
Don't know	0% (0)

What do you like about the 1b concept?

Text Responses:

N/A

See above.

Bikes are traveling in the same direction as the car traffic

Clear bike lanes, barriers may make drivers less inclined to speed

N/a

I don't like anything about it.

Nothing

i like the idea of protection

A barrier between distracted drivers and bikes. They have done this in Phoenix on some busy streets and it seemed to work pretty well. They also painted the whole bike lane green.

no need for the separation, it will make driving difficult.

more separated bike lanes from the cars, the people and the bikes going in the opposite direction, less disturbance of existing road

Accomplishes all objectives

This is silly, and it will look just horrible for the neighborhood

Nothing

Nothing

keeps bikes and pedestrians separate

similar to concept 1a. extra expense though for City to remove barriers in the winter.

Vertical separation gives people much more comfort

I like that it still separates bikes and pedestrians, but I don't think it's needed. There have not been bike and car collisions on Little Kate where the speed limit is very low. However, I have almost gotten hit by e-bikers!

Not a good option

Separate bikes lanes are safer

increased safety

Nothing!!!!!!

Nothing

it's OK only if the overall road with is maintained, This is not clear.

What does “ potential for traffic calming” mean?? Please stop building “vertical buffers” and paving over Park City!

Still separates cyclists from pedestrians

Separate maintained.

Potential for traffic calming

Nothing

Buffers wont really make a difference.

Buffer zone

safety

Dumb idea.

Bike car separation

Separation from cars

better separation for bikes is good

nothing

Nothing

Unidirectional bike lanes

I like two bike lanes. and a wider sidewalk.

Somewhat easy

Nothing

Good separation

What do you dislike about the 1b concept?

Text Responses:

roadway impacts, winter barrier removal, etc

I don't like the barriers, I think they can be difficult to see when it's dark

Barriers will create an additional hazard for cars and bikes to contend with.

Visual oddity in neighborhood

Everything.

A complete waste of money. There is not a problem here. There is not a history of pedestrians and cyclists being hit or endangered. This is being push by residents who do not like the fact that there is traffic on Little Kate.

Bike lanes blocked when not in use by bikers. Limited bike traffic, more car traffic than my need shoulder for large vehicles.

not loving the look its a neighboor hood street I would not want yellow poles those outside my house. I think that's a way to put some corrugated lines in the road that make it bumpy on your bike/car if you cross over.

urban blight..... removes existing green space for more asphalt and concrete

The barriers are an eyesore. We have enough visual pollution with the no parking signs. They will be knocked down almost immediately.

The barriers are ugly and will only encourage cars to go faster.

Cones always look bad, get broken, etc.

Narrower bike lanes - harder for small children to stay within. I am also concerned about the look of the bigger buffers. In the drawing the yellow cone-type barriers are unattractive.

Too complicated for the need.

A physical barrier between bicycles and cars is unnecessary and would be disruptive to vehicle traffic

I don't like anything about this concept it would look stupid

Barriers are extremely dangerous for bikers travelling at roadway speed. For example a gust of wind can push a biker almost a foot either direction.

Barriers and increase widening of road mainly barriers. We don't need them.

waste of money purchasing, installing, putting up, and taking down buffers. Will screw up the snow removal

Waste of money

More expensive maybe than concept 1a.

Potentially ugly, require maintenance as people hit and damage plastic delineators

Same as 1a. It is unnecessary. I see little traffic on Little Kate compared to say 224. I'll say it again ... if not confident riding bike on the road/bike lane then you should not be out and about on a bike

Why spend money to do this when it will only be good during the summer and not during the winter. Also, there haven't been car collisions on Little Kate between cars and bikers. The speed limit is low and is enforced.

Dislike vertical buffers

Maintanence issues. And safety issues for both cyclists and drivers who are not experienced in buffer zones.

Removal of barriers seems burdensome and creates a maintenance requirement years into the future

ugly and the needed removal in winter for snow removal will cost time, money and there is the potential that the barriers are down for days.

Barriers! Stupid! This community has less kids, not more! Yes, we have more traffic, people because of the Marc but its fine! We like it! 48 years snd now you want to change Something that we are fine with! ! ,

Buffer is too much

bollards create a possible problem if it is necessary for a vehicle to move over to avoid oncoming traffic

As stated earlier, I am opposed to any road construction where I don't believe it's needed. The buffers, as stated would be an issue in the winter, with removal and installation of the barriers, only being an added cost. A similar project is being considered on Three Kings Dr. ; another location that is questionable with respect to the need for widened sidewalks and bike lanes. Additionally, more snow removal would possibly be required, only increasing cost to the taxpayers. If Park City is not careful, they will end up with more concrete and asphalt than I think the city should ever have. Enforcing the very low speed limits should be a priority.

Installing barriers just creates another hazard to lead to bike crashes and wouldn't stop a distracted driver anyway

I don't like the idea of widening and putting all vehicles and bikes on a wider path. Once I was riding on holiday Ranch Loop on the paved path and a mentally disabled person jumped back in great fear, and yelled at me that I wasn't supposed to be up there. I felt really badly, so now I always ride in the street there. I can only imagine how scared she would be to have some of those non peddling e-bike riders wizzing next to her

Doubtful this can be maintained throughout the corridor. Does not allow for evasive maneuvers for cyclists.

Removal of buffers. Ridiculous long term solution. City will be re- addressing this in 1 year.

Bike lane should not be restricted. Plus more than likely the barriers will be damaged by getting hit but cars, bikes or snowplows.

Barriers

Not really helpful and incurs cost for no reason

Definitely seen problems with this in use rlsewhere

ugly and no room to pass on a bike / bike takeover

Taking away travel area for both bikes and cars and adding huge issue for snow removal in winter. DUMB!

Seems too heavy a solution

Looks cluttered and confusing. This is not necessary.

Visually unappealing

Nothing!

too much room for cars. reduce lanes to 9'

the barrier buffers

We do not require such extensive safety precautions. The max speed of cars and bikes should not exceed 29 mph. These barriers will impede access to bus stops and no accomodations are made for stroller and handicap access to bus stops.

Ballards are a hazard for bike riders and a hindrance to vehicular traffic. The double buffered areas substantially add to the utilized right of way.

I don't think the larger buffer is necessary. Traffic calming seems to be a buzz word. For those who speed in cars and on bikes, they will continue to speed even with traffic calming. I like permanent flashing signs.that remind drivers of their speed.

Sounds like this would require road widening

Cost

the physical posts, which would impair cyclists ability to move around slower moving cyclists and walkers (they will do this, that walk 3 and 4 abreast across path!!!

Removal in the winter

Bike barrier really not necessary

This bicycle lane is really going to get plowed? I doubt it will happen in a timely manner. Leave out the barriers and that bike path gets plowed with the same frequency as the car lane.

Collision risk with upright bike poles. No flex for two way car traffic

Concept 2: Bike Lanes on the South Side of Little Kate

Rate your support for the 2a concept

Number of votes per option:

Strongly support	5% (4)
Somewhat support	17% (13)
Somewhat oppose	9% (7)
Strongly oppose	61% (46)
Don't know	7% (5)

What do you like about the 2a concept?

Text Responses:

- separating bike traffic from pedestrian traffic
- Keep whatever modification simple and easy to follow! The more complex the more likely it will be that the problems may continue.
- Nothing
- I like that there is a large space for bikes.
- Consolidate bikes to one side. Modest cost relative to 2b
- I don't like anything about it.
- Nothing
- Like that bikers are separate from pedestrians
- nothing
- Pedestrian and bikes separated.
- Nice to have bi-directional path
- Separated bike and walking, bike lanes separated from cars more than a single line, wider bike lane when there is not two way traffic
- Separates bicycles from pedestrians and autos
- Another dumb idea
- Nothing
- separates bike and pedestrians
- nothing
- More space and safety for people on bikes; discourages parking in the bike lane
- Not a good option safety concerns.
- half the bikes (away from traffic) are probably safer
- Nothing
- Addresses the issue
- nothing
- Same comment as above.
- Keeps pedestrians and cyclists separate
- Nothing.
- Nothing
- Nothing
- Its at street level
- I think more people will use this type more alot like riding out by the white barn and slo g the credit to the willow creek area
- dangerous
- Dislike. Huge waste of money. Commingles pedestrians and bikes. Dumb idea.
- starts to feel like real bike infra
- nothing. I think the idea for adding barriers etc is a waste of money
- Nothing
- E bikes/bikes are kept separate from pedestrians
- I like 10.5 car lanes and a wider concrete sidewalk
- Separation and limited road widening
- Nothing
- Nothing
- Good for access to the trail on West side of Little Kate that runs out towards 224

What do you dislike about the 2a concept?

Text Responses:

barrier removal/addition; confusing non-locals, etc

this does not seem consistent with other bike lanes in town, where bikes generally ride with traffic and since this is just small part of the whole city paths, it seems like it might not be respected

When the bike flow directly adjacent to the road for such a short stretch of road it is creating more danger. Cars are not looking for bikes especially bikes traveling at 15-20mph in the opposite direction from the flow of cars.

I worry that people won't understand how to use it and it could be hard to cross the street?

N/a

Everything.

A complete waste of money. There is not a problem here. There is not a history of pedestrians and cyclists being hit or endangered. This is being pushed by residents who do not like the fact that there is traffic on Little Kate.

non standard bike flow. Very uncommon, car traffic looking wrong way for bike traffic

both ways on the bicycle would be risky esp at high speeds

You have ebikes going against each other at a very fast rate of speed. I hate the barriers.

Kids flying through on their e-bikes are going to cause head-on collisions with cyclists.

No barrier between cars and bikes

A rider will have to deal with electric bikes hitting you head on - like on Creek trail and the rest of the trails.

Cars generally drive faster on wide roads where the path is the same grade as the road.

doesn't appear to have enough visual distinction between bike lanes and car lanes

Counter-intuitive and violates standard protocol.

Bicycles are best served if allowed to travel on opposite sides of the road next to cars that are moving in the same direction (as in proposal 1a). May cause user confusion and disrupt vehicle traffic flow.

We don't need this idea

Given the short length of road, if I am biking west on Little Kate, I'm not going to want to cross the road at the entrance to get into the bike lane then recross back at the exit. Rather, I'll just bike in the car traffic lane.

No barriers no raised bike lanes

my grandchildren (age 2-4) on strider bikes (no pedals) would be with tweens and teenagers on ebikes. No thank you.

Waste of money

bikes facing each other both directions . could be confusing.

Same as 1a and 1b ... not required. Waste of money

No reason for this plan. Why rip up the road, cause traffic delays for months or years, and cost millions of dollars when there is no need!

Dislike vertical buffers

Two way bike and pedestrian travel is troublesome and confusing, unless trail is very wide. To allow kid trailers, and multiple groups of people. Going in opposite directions not protected..

Two way bike lanes are more dangerous

not really different than 1a. If there is a barrier, the need to remove and put back during winter

Leave it as it is!

N/A

2 way bike traffic on one path could create an opportunity for collisions. While it is used elsewhere in town, we should not be creating new paths with that feature. Widening road will unnecessarily impact landscaping and mailboxes on the south side of Little Kate.

Same comment as above. Too much.....

Don't like bidirectional paths for cyclists, especially ebikes as it creates opportunity for head on collisions

This will create confusion and an overall unsafe environment for traffic and bikes.

Different bike facility than seen throughout city. Compliance unlikely.

More chance of head on collisions. Keep it simple.

Solving a problem that doesn't exist

Multi purpose pathways are worse than sidewalks and bike lanes dangerous

Solution looking for a problem.

I prefer having a bike lane as an additional buffer to the sidewalk

Confusing. Bikers will keep using the sidewalk which is dangerous too much space for cars. reduce lane width

wasting money

Existing bike lanes are safer because they divide bike traffic directionality. This avoids confusion. I can see with this model bikers riding side by side and coming at each other. Disrupts current road bed which was recently redone.

Bikes are going opposite to each other. Bikes and cars are going opposite to each other in close proximity. This design adds to the utilized right of way. It does not increase safety since there are still unprotected road and driveway crossings. There are multiple crossings in this short length of road. The bike land gives the illusion of safety without providing any real increase to safety.

This goes against what we are taught! Bikes go with the flow of traffic. People get nervous if a bike is approaching in the same lane.

Unusual bicycle flow vs. rest of Park City?

Confusing

DO NOT make cyclists ride against traffic!!!! Experienced cyclists will use a cycle path if it is traveling the correct direction with traffic. This concept will push experienced cyclists on to a narrower road. This concept will encourage beginning cyclists to cross traffic to get to path (if they need access from other side of street.) BAD IDEA

Bikers too close in opposite directions

Underage motorized vehicle use is a growing hazard. Facing a 12-year-old with limited strength and poor judgement coming at you at 20 mph or more is terrifying. This design increases the risk of injury to cyclists from juvenile motorized users, who are increasingly driving 80 lb machines at high speeds.

Non standard bike traffic confusing. Narrow walk way.

Rate your support for the 2b concept

Number ofvotes per option:	
Strongly support	16% (12)
Somewhat support	8% (6)
Somewhat oppose	9% (7)
Strongly oppose	61% (46)
Don't know	5% (4)

What do you like about the 2b concept?

Text Responses:

separating bike traffic from pedestrian traffic

don't really like anything about this

nothing.

The bike path looks like a bike path and the narrow road will contribute to traffic calming.

Nicer application of 2a

I don't like anything about it.

Nothing

same reason as above

Bicycle and cars separated by barrier. Also pedestrians and bikes separated.

It's a good separated path. Low stress

fully separated, wide, combined bike lanes.

Separates bicycles from pedestrians and autos

As I stated, I don't know what problem we're trying to solve here. The rate is just fine as it is right now.

Nothing

see above

nothing

Obviously the best, safest, most aesthetic, and most likely to increase use of bicycles as means of transportation.

Separate bike lanes

if the goal is safety - this provides it by separating the bikes from cars

Nothing

Beautifies the road

nothing

Nothing

Again, separated pedestrians and cyclists

Nothing.

Nothing

Nothing

Nothing

Separate bikes pedestrians and cars

safer

Nothing

The wide and separate bike lane - like the existing path on Holiday Ranch Loop

Bike trail presentation similar to holiday ranch loop, which is a great design!

full grade separate for bikes and peds is critical

nothing

Nothing

Pedestrians and ebikes are being kept separate.

not much

Too confusing

Nothing

Nothing

Yes, Copenhagen. Or even the 9 Line in SLC

What do you dislike about the 2b concept?

Text Responses:

not worth the investment vs what is currently in place

same as reasons above but looks more expensive to create and maintain

When the bike path is directly adjacent to the road for such a short stretch of road it is creating more danger. Cars are not looking for bikes especially bikes traveling at 15-20mph in the opposite direction from the flow of cars.

Ongoing landscape water use in buffer and cost.

Everything.

A complete waste of money. There is not a problem here. There is not a history of pedestrians and cyclists being hit or endangered. This is being push by residents who do not like the fact that there is traffic on Little Kate.

user confusion, more likely bike and car conflicts at intersections

same reason as above

The plants will be destroyed every winter by the salt. I still say bikes riding in opposite directions is unsafe.

Having to cross the road

just seems unnecessary.

more impervious surface, more impacts to existing road and residents

Same as 2a, plus unnecessarily expensive.

Bicycles are best served if allowed to travel on opposite sides of the road next to cars that are moving in the same direction (as in proposal 1a). May cause user confusion and disrupt vehicle traffic flow.

This is a stupid idea

Similar 2a response. Also probably the most expensive.

No barriers and raised bike lanes

Real waste of money. Very little gain for the money spent, snow removal...

Even more waste of money and we do not need "beautification " of our streets since they are already beautiful!!!!

everything

Same as 1a, 1b and 2a ... not required. Waste of money

Too much effort for a problem that doesnt exist

No reason for this plan. Why rip up the road, cause traffic delays for months or years, and cost millions of dollars when there is no need!

This is a very confusing plan and will cause lots of headaches and potential accidents.

REALLY dislike raised bike lanes - worst!

Same problems as 2a, with expense disruption, and serious safety concerns for two way traffic even if buffering were added. Trail would Need to be very wide to accommodate multiple groups, types of vehicles, trailers and bikes going in opposite directions. Two way traffic on a path works when the path and the adjacent road are very wide and spaced apart as holiday loop road is. Not enough space for this concept on little Kate.

Needs more explanation. Rendering would help. Sounds confusing

i suspect the cost

Oh goodie! Accidents waiting to happen for sure!!

same as 2a. two way bike traffic

This would be undoubtedly, an even more expensive alternative to the prior proposals, and in my opinion, a total waste of money. I doubt you'll get a lot of "buy in" from the Homeowners on that side of the street also. Are we just looking for ways to spend additional money?

Seems like a total waste of money. Also narrows the road which is unnecessary. Don't fix what ain't broke

also confusion. The Majority of cyclists just want a wide shoulder and this jams all bikes together

User confusion - narrowed roadway

Still more chance for accidents. 2 people juts had a head on collision in NY with a concept like this and they both died. This be in a e-scooter and one in a bike. Way more confusion.

Raised lanes

Like 2a but worse due to potential issue with curb

probably doesn't operate that smoothly

HUGE GIGANTIC WASTE OF MONEY. Traffic already calm along Little Kate so adding features just subtracts from sidewalk, bike and pedestrian access.

Much more disruption for construction

Everything. Don't raise a bike lane. That is confusing

Nothing

too much room for cars. reduce lane width

waste of money

Too much . We just removed all the flower barriers on rt 224..why repeat this experiment with added cost and impacts to drainage and neighborhood properties.

This design adds substantially to the right of way being utilized. Access for homeowners across the double divide is an issue for homeowners. Where is snow piled in the gaps for their driveways to go. This is not safer since unprotected road crossings and driveway crossings are still there and occur close to each other. It just gives the illusion of increased safety.

I don't think the large separation is needed. It's confusing when bikers and walkers go from Holiday Ranch Loop Rd to this concept. Need more consistency.

Everything

Confusion, cost

same as 2a

Nothing. Let's do it!

Underage motorized vehicle use is a growing hazard. Facing a 12-year-old with limited strength and poor judgement coming at you at 20 mph or more is terrifying. This design increases the risk of injury to cyclists from juvenile motorized users, who are increasingly driving 80 lb machines at high speeds.

Additional Project Feedback

What other priorities do you have for this project?

Number of votes per option:

Wider sidewalk	10% (11)
Traffic calming	20% (21)
Safer, more comfortable bike facilities	20% (21)
Improve walking	9% (10)
Reduced amount of roadway widening	19% (20)
Other	22% (23)

Text Responses:

very opposed to shared space vs separating peds/bikers - esp with the surge in e-bike

signage directing bikes to stay off the sidewalks

Don't change it at all. Don't waste money on it. There are better uses for the money in this city.

How about doing something to put laws in place for the electric dirt bikes and other Class 2 & 3 e-bikes that young kids are riding all over town and especially in the park city neighborhood. Its only a matter of time until one of these kids are going to be killed causing great harm and suffering to their family and the person who hit them.

I like the idea of slowing people down but that could be as simple as signs and cameras?

Enforce the current posted speed limit

painted stop signs and crosswalks,

No other priorities. Please leave Little Kate as is.

Don't change Little Kate.

More road narrowing and traffic calming

Minimal construction

Questionnaire assumes project is desired by neighbour hood and supported by examination of dangers. What you have not done is present evidence to support either assumptions

Do nothing

Bike travel at intersections must be clearly delineated

Paint the bike lanes! Blinkers on stop signs!

Traffic calming and safer bike lines can be significantly improve any perceived problems with reallocating uses by striping.

When did building physical barriers become such a priority for a town that has always existed with paths? Does the city have too much money?

Police enforcement with fines

Sidewalk in an area that currently has NO sidewalk. See below

Controlling budget expenditures for limited value

There is no issue with existing alignment. Leave it alone.

I think what we have works. It just needs to be tweaked slightly. Big changes are not necessary.

Do you have other feedback for the project?

Text Responses:

Pls take full-time park meadows resident feedback into careful consideration/prioritize

thanks for listening

The key to improved safety for all is regular and consistent enforcement. From our front deck on Evening Star, we observe frequent speeding and infrequent stopping at the stop signs on Evening Star and Little Kate. Enough with the warnings-write tickets with substantial fines. These may help drivers understand that PC is committed to dog safety, the safety of the few kids who can afford to live in PC, the safety of pedestrians and cyclists. I can provide license plate numbers of regular violators if you wish. Enforcement is expensive but much cheaper than large lawsuits against the city for traffic negligence leading to injuries and deaths.

It seems like we should have wide shared paths on both sides of the roads, clearly signed for pedestrians and bikes under 20 miles an hour, and make the road really narrow.

We don't believe narrowing the roadway leads to traffic calming. That's a fantasy! If anything, it makes the roadway more dangerous.

Again, I am very much apposed to this project as there is not a problem today. None of these project will reduce traffic on Little Kate not will it slow down perpetual speeders. Its unfortune for people who live on Little Kate that traffic has increased significant over the years. However, that holds true for every other through street in Park City.

Request more car speed enforcement and fines. More traffic calming on Holiday Ranch Loop approaches to Little Kate

Regarding the options above, I would defer to the residents who live along Little Kate whose property would be impacted the most by any new lanes. This project seems less necessary than the deplorable state of the Park Meadows sidewalk along Meadows Drive between SR224 and Crestline Dr. City staff should take a walk on that sidewalk and you'll see what a disgrace it is, with many large cracks, weeds growing up in the cracks, and soil washed out from the unsecured soil berms along the sidewalk near SR 224. Many residents walk this sidewalk every day to recreate, catch a bus, and view the lovely wetlands and wildlife. Why has the city ignored the maintenance of this sidewalk for so long, while planning big new projects?

Please dont change what's working. 1B and 1A are good keeping bikes on different sides with an aesthetic looking buffer between bike lane and car lane. Low profile.

I support the "Safe to School" suggestion.

Road widening should be very limited. and then in my opinion safety of students getting to elementary school is the other important priority. Improved sidewalks aren't super impactful to that, but separation of bike lanes and traffic are.

Sidewalks on Monitor Drive on the west side of the street, painting crosswalks and stop signs on the street.

As someone who lives on this corridor, the real issue is vehicle speed. If that many cars are going significantly over the speed limit, why aren't we ticketing more drivers? As soon as people start getting tickets, they will slow down. Widening the road or adding barriers reduces the human scale of the road and the neighborhood. Pretty soon, it will feel like a highway running through Park Meadows rather than a neighborhood street. Tackle the real safety issue - vehicle speed - rather than ruining the character of the neighborhood by creating a highway.

In general, there needs to be effective control of ebike speeds, and removal from pedestrian walkways.

It would be best to make the modifications consistent other with bike facilities that are typically seen throughout Park City

Don't do anything, stop wasting or taxpayer dollars. The road is just fine.

It is good enough as is. What is the documented serious accident rate on the sidewalk, none? Any safety concerns in my opinion are just fear and not reality.

I seem to fill these things out and the City always does what it wants to do.

Please stop wasting money and listen to the locals.

why are you doing anything. We already have bike lanes and sidewalks. Walkers should be on the sidewalks and bikers should be in the bike lanes. I've never encountered any issues and I have lived in Park Meadows for over 35 years !!!

I have never ever been bothered by bikes or walkers on Little Kate. I have lived here for 30 years in the same house in Park Meadows. Keeping the traffic patterns the same makes sense to me. And I don't know the statistics on accidents or injuries on this street. Nor do I know what prompted the City to considerer any changes! And I liked the 25 MPH speed limit better for Little Kate. Thanks you.

Why not do a pilot project simulating the options?

Before asking what solution, ask the question ... is change to current bike lane required and supported by comunitiy and ducumented dangers of existing bike lane.

It seems to be a solution for a non existent problem

I have not not seen or heard of any accidents between bikers and cars on Little Kate Road. Cars are going around 25mph (speed limit is 20mph) and violators are pulled over. It remains a very safe road for pedestrians and bikers. More likely is bikers hitting pedestrians-- the kids on e-bikes go faster than the cars and do not remain in the bike lane. I haven't seen or heard of any accidents, but I have seen near misses.

Prefer separate sidewalk & painted bike lanes.

Little Kate Rd. is an extremely busy built out street, with a major health facility in the middle. And PC high school nearby. Producing a large amount of traffic. Changes do need to be made in order to accommodate, growth and traffic. And the amount of new people on E-bikes. Widening the road is not possible due to the built out nature of the narrow street. Without great expense, disruption of street and sidewalk re-routing on the lawn side. Unless you turn the entire sidewalk into a multiple use path that is widened, the other options don't make much sense. Expensive, disruptive, but safest option for a narrow fast street.

Minimal disruptions would greatly be appreciated! Enforcement on kids on E bikes! Speeders running stop lights! Sit on my deck anytime and watch like we do! We love our neighborhood! Thank you! Please listen!

A much larger problem, that should be addressed is the LACK of safety provisions on Lucky John between the Little Kate and the paved path to the north field at the intersection of Meadows. Currently, No sidewalk connection exists from those paths. The road is very narrow and traffic speeds and the necessity to walk on the roadway is extremely dangerous when walking and two cars heading in opposite directions pass each other, i.e. two cars and one pedestrian in the same space.

As stated above, protecting everyone on a bike path and accommodating, everyone who is walking and driving can grow into a serious overreach by the city. Since when has walking on the sidewalk become so dangerous? I'm aware that there are now electric bikes to consider, but we can't widen every sidewalk and bike lane in the city and buffer it from traffic. I appreciate the families who want to keep their children safe, but I think this has become a bit ridiculous. I suspect that some type of increased taxes will be around the corner.

I ride my bike and/or drive this stretch of road everyday and see absolutely no problem with the status quo. Cyclists will always continue to use the road as it is much safer for us than a bidirectional pathway with walkers, dogs, strollers, and ebikers. There is already a sidewalk that can be used for any parents/kids trying to get to McPolin. Maybe just improve the Intersections at Holiday ranch/Little Kate and Little Kate/Lucky John to allow kids to get from the bike path to the sidewalk easier. Please just don't narrow the road to the point that we have nowhere to ride but right down the middle, as that just pisses off drivers and leads to conflicts. Don't fix what ain't broke, and please don't waste City or Federal money on it, there are much better uses of that money in town!

Maybe a traffic circle to slow traffic- on the corner of Lucky, John and Little Kate.

I'm all for traffic calming and suggest adding stop signs at all intersections and particularly at Lucky John and Little Kate.

Enforce current configuration now with fines to determine if reconfiguration is even necessary. The biking and walking is seasonal. Traffic calming is necessary all year. Enforce the speed limit laws currently in place for the speed offenders!

I love the idea of improving what we already have with nicer bus stops. 1A is by far the best safest option for our neighborhood and our community!

No

Don't try to solve a problem that doesn't really exist

As a full-time resident of this community, I am opposed to this project and do not believe it is a necessary use of taxpayer dollars. Based on my experience using this road on a regular basis, pedestrian and bicycle traffic is average at best. I rarely see walkers or cyclists using this corridor, and the roadway itself is generally not heavily congested, and low speed limits minimize safety concerns. Given the current level of use (and mind you it is rarely if ever used 6 months out of the year), I do not see a demonstrated need for the proposed improvements. At a time when the city faces many competing priorities, I believe public funds should be directed toward projects that address more pressing community needs. Investing taxpayer resources into a project that appears to serve a relatively small number of users does not seem justified. Before moving forward, I encourage the city to provide clear data showing existing pedestrian and bicycle usage, projected demand, safety concerns, and a cost-benefit analysis demonstrating why this investment is necessary. Without strong evidence of need, I believe this project represents an unnecessary expenditure of taxpayer dollars. Thank you for considering my comments.

This area functions perfectly fine. There is probably one day per year where this area is used heavily and it is ride your bike to school day. Otherwise, the current situation is fine. If there is available funding, it should be used nearby. We need sidewalks from the easterly intersection of Little Kate and Lucky John going North along Lucky John/ Meadows Dr. to meet with existing walkway at the intersection with Sunny Slopes Drive. This is a corridor that currently has NO sidewalk at all.

Make safe bike lanes with a barrier of some sort, and make them wide enough. 4 foot doesn't give enough to pass.

Who dreams up this stuff? This is a massive waste of time and taxpayer resources.

I have never really had an issue walking or biking on Little Kate - is this necessary?

Looking forward to the improvements !

This needs to happen, one way or another.

take space away from cars. reduce lane width. 9ft lanes and a 15mph speed limit should be the rule for all neighborhoods streets

On April 16, 2026 I wrote to the city council regarding the idea of changing Little Kate dr. I did not get a response. You can read that email to the City Council to get my views

Leave it how it exists

Maintain concrete walk way for peds. Can increase to 6 feet plus rounded curb for safety.

A new sidewalk would be nice. The bike lanes should say ebikes (as in encourage them to ride there). The sidewalk should indicate it is for pedestrians and children not any ebikes.

I don't think there is a huge need to change anything.

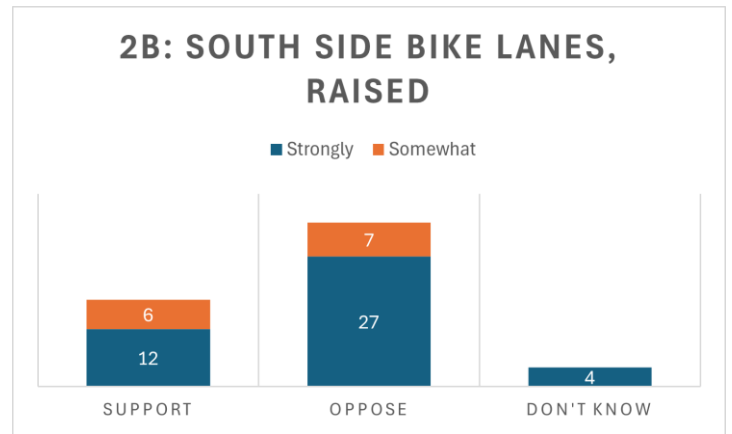
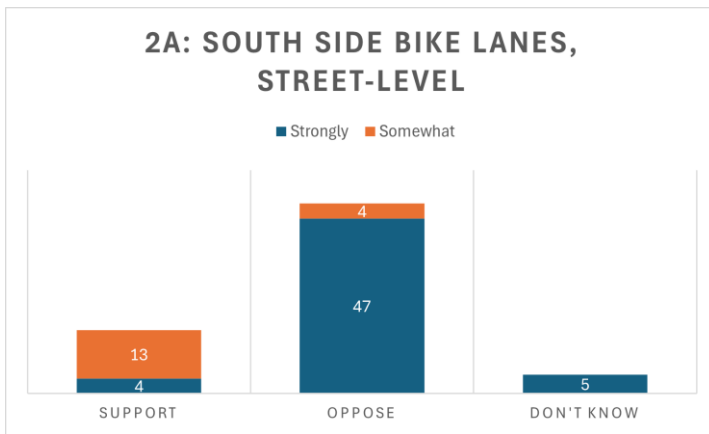
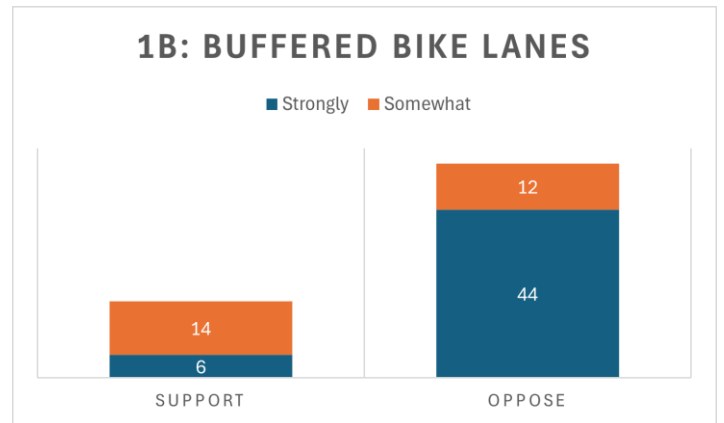
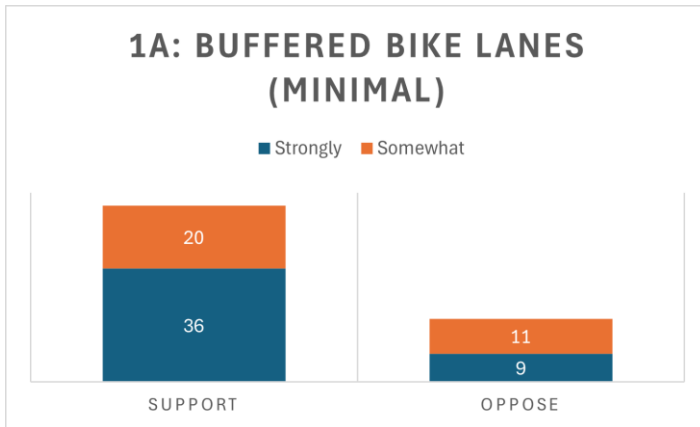
Separated/raised bike lane connections to points beyond? Particularly Holiday Ranch Loop, Monitor, etc, please!

The biggest problem I encounter as a pedestrian: countless bikers using the sidewalk to ride on rather than the well-marked bike lane right next to the sidewalk. Would they continue to do this even after PC spends \$\$ on bike lane mitigations? Probably. They don't seem to care.

We like it the way it is... We feel very safe riding our bikes in this corridor with the recently widened bike lanes.

Unless your traffic designers have spent significant time walking or pedaling on paved pathways such as the Millenium Trail, McLoed Creek Trail or Redstone Center Trail, they really have no sense of how frequently there is dangerous and uncomfortable interaction with kids on heavy, high-speed motorized vehicles. These machines are heavy and very fast, and well beyond the skill and strength level of many of the users. Talk to tearful walkers over 70 years old and you will hear non-stop stories of near- misses from a population that knows that a broken hip at their age is a death sentence. Every parent and junior high student knows that Park City and Summit County will not enforce the new e-bike laws. It is essential that transportation designers do all they can to separate pedestrian traffic from 20 mph or faster motorized traffic.

Exhibit D: Online Survey Response Graphics



Other Project Priorities



City Council Staff Report



Subject: Procurement Rules Revision
Author: Grant Herdrich, Procurement Manager
Department: Budget
Date: June 9, 2026

Executive Summary

Review and discuss possible revisions to the Procurement Rules, including:

- adjust the Small Purchase Threshold;
- adopt an Approved Vendor List Threshold;
- adopt a Council approval threshold for task orders under on-call contracts;
- add general process rules for late submissions, debriefing and GRAMA; and
- add clarifying language.

Analysis

Utah Code § 63G-6a-506 grants the City (through its rulemaking body, the City Council) the authority to make rules governing small purchases of any Procurement Item (defined as an item of personal property, a technology, an Information Technology, a service or a construction project). Staff proposes the following revisions, as reflected in redline in Exhibit A:

Small Purchase Threshold

Park City Procurement Rules define the Small Purchase Process as obtaining a minimum of three quotes that meet minimum specifications or a review of qualifications of three or more design professionals before selecting a vendor. We propose adjusting the Small Purchase Threshold from **\$50,000 to \$100,000** which achieves the following goals:

Aligning with State Thresholds: State thresholds are \$50,000 for goods and \$100,000 for professional services. Similarly, the University of Utah has a single procurement threshold of \$50,000 and professional/design professional services threshold of \$100,000. Other Utah cities and similar regional mountain towns are in general alignment. See Exhibit B, Comparison of Small Purchase Thresholds Throughout Utah.

Efficiency and Flexibility: Increasing spending limits for minimal procurement processes streamlines the procurement process for relatively low-cost items or routine design services. With higher limits, City departments can make routine purchases more efficiently and identify responsive vendors without getting bogged down in administrative procedures for expenditures in the department's approved budget. This translates to lower administrative costs while maximizing competition and value for the City.

Time Savings and Responsiveness: Adjusting these spending limits empowers departments to respond more quickly to operational needs. Instead of waiting for approval or 7-day posting periods on relatively low-cost items, especially design professional services, departments can promptly address urgent requirements. When we know we may be using a consultant for multiple projects, it may also cut down on contract timelines, thereby reducing administrative burden. Staff are also able to better manage resources effectively and timely choose the most qualified providers for relatively low-cost items and services.

Negotiation Power: With modestly higher spending thresholds for Small Purchases, the City may have better leverage when negotiating prices with vendors. Bulk purchasing or longer-term contracts might become more feasible, leading to potential cost savings in the long run.

Transparency/Contracts Process: The existing contract review and approval process is not changed. We will continue to publish the list of all contracts not reviewed and approved by the Council (generally, contracts under \$100,000) for transparency.

Approved Vendor List Threshold

Based on the increase to the Small Purchase Threshold, we propose to adopt an amount for use of Approved Vendor Lists for small purchases of twice the amount, or aggregate cost of \$200,000. An increase to the threshold with pre-approved and selected vendors allows the City to bypass formal, time-consuming bidding and directly award contracts to approved vendors for larger, faster procurements.

Task Orders - Council approval

A task order is a specific request for work or services placed pursuant to a pre-existing master agreement or “on-call” contract. Instead of negotiating a new contract every time a project arises, we establish a long-term master agreement following an RFP/RSOQ process for a defined scope of expertise and term. When a specific need arises, then the task order is prepared with the scope of work, costs, timeline and deliverables. Using this process, multiple departments may issue task orders quickly and efficiently. Some examples of current on-call contracts include: financial consulting, concrete work, engineering design, landscape and planning, architectural services, real estate development services.

Because the current Rules do not specifically address when an individual task order requires Council approval, we propose clarifying language any individual task order with a cost exceeding \$100,000 requires Council approval.

General Process Rules

We propose adding some general process rules for administration of solicitations based on issues that have arisen over time that are not specifically addressed in our Rules. Proposed Rule 1-4 adds specific direction for determination of whether a submission is

late, addresses debriefing requests and GRAMA requests. The language for these Rules was adapted from the State administrative rules.

Miscellaneous Clarifications

We have also proposed adding clarifying language concerning the definition of “Bid Limit” to refer to state code (1-3), conditions for use of UDOT pre-qualified pools (4-2A(2)), and minor language adjustments. (2-5, 4-1A, 5-1J).

Exhibits

Exhibit A: Proposed redline of revisions to the PCMC Procurement Rules

Exhibit B: Comparison of Small Purchase Thresholds Throughout Utah

Park City Municipal Corporation (PCMC) Procurement Rules

Article I – General Provisions

Article II – Authority

Article III – Standard Procurement Processes

Article IV – Supplementary Procurement Processes

Article V – Exemptions, Exceptions and Waivers

Article VI – Protests and Appeals

Article I – General Provisions

The Park City Council has adopted the following Procurement Rules (Rules):

1-1. Purpose.

The purpose of these Rules is to provide processes for Procurement that are transparent, fair, and equitable to PCMC and other persons, that allow PCMC to meet Procurement needs in a flexible, cost-effective and efficient manner, and that foster effective broad-based competition. These Rules are intended to be consistent with PCMC’s rulemaking authority¹ as a local government Procurement unit as set forth in the Utah Procurement Code.²

1-2. Application and Scope.

These Rules apply to all expenditures of public funds used to acquire all Procurement Items, including equipment, supplies, personal property, technology, services, and construction projects initiated after **April 1, 2023**. These Rules do not apply to the acquisition of real property or an interest in real property, or to the acquisition of items from other public entities.

1-3. Definitions.

The following definitions apply to these Rules:

“Approved Vendor List” means Vendors approved by PCMC for inclusion on a published list through the RSOQ Process. Any Standard Procurement Process, including Small Purchase, Invitation for Bids, RFP, or Design Professional Services Process, may be limited to the pre-qualified Vendors on an Approved Vendor List.³

“Bid” means an offer to perform submitted in response to an Invitation for Bids. A Bid should include a price quote and be responsive to the evaluation criteria described in the Invitation for Bids.

¹ PCMC’s rulemaking authority is the City Council. Utah Code § 63G-6a-103(77)(d). All references to the Utah Code and Utah Administrative Rules mean the provision referenced or any successor provision.

² The Utah Procurement Code is set forth at Utah Code § 63G-6a-101, et seq.

³ Utah Code § 63G-6a-507.

“Bid Limit” means the estimated dollar cost of a Building Improvement, Public Works Project, or a Class C Road Construction/Maintenance Project, which, if exceeded, require an Invitation for Bids Process to be used for the project. The ~~2023-annual~~ Bid Limits ~~are set by (applicable through 2023) set by~~ state law and increase each year according to the statutory requirements. are:

~~Building Improvement: \$58,736~~

~~Public Works Projects: \$185,550~~

~~Class C Roads Construction/Maintenance Project: \$185,550~~

~~Each Bid Limit will increase yearly by the lesser of 3% or the actual percent change in the CPI during the previous year.~~⁴

“Bid Security” means the deposit of cash, certified check, money order or a bid bond provided by a surety company authorized to do business in Utah or any other form satisfactory to the Procurement Official, in an amount equal to at least 5% of the amount of the bid, or other amount as determined by the Procurement Official.⁵

“Building Improvement” means the construction or repair of a public building or structure.⁶

"Change Order" means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.⁷

“City Manager” means the City Manager of Park City Municipal Corporation.

“Class C Road Construction/Maintenance Project” means an improvement project on a PCMC road involving construction or maintenance as defined in the Transportation Code.⁸

“Construction Manager/General Contractor (CM/GC)” means a contractor who enters into a contract: (a) for the management of a construction project; and (b) that allows the contractor to subcontract for additional labor and materials that are not included in the contractor’s cost proposal submitted at the time of the Procurement of the contractor’s services. It does not include a contractor whose only subcontract work not included in the contractor’s cost proposal submitted as part of the Procurement of the contractor’s services is to meet subcontracted portions of Change Orders approved within the scope of the project.⁹

“Contract Amendment” means a written addition, change, correction, clarification or deletion to language in an existing contract.

⁴ Utah Code §§ 11-39-101(1), 103; 72-6-108(2), 109(1)(a).

⁵ Utah Code § 63G-6a-1102.

⁶ Utah Code § 11-39-101(2).

⁷ Utah Code § 63G-6a-103(8).

⁸ Utah Code § 72-6-109 (excluding road maintenance, emergency repairs, repair of less than the entire road surface (i.e., crack sealing or patching), and road repairs incidental to the installation, replacement or repair of water mains, sewers, drainage pipes, culverts, or curbs and gutters).

⁹ Utah Code § 63G-6a-103(13).

“Contract Extension” means a written Contract Amendment modifying the term of an existing contract.

“CPI” means the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.¹⁰

“Design-Build Contract” means the Procurement of design professional services and construction by the use of a single contract with a contractor capable of providing both design professional services and construction.¹¹

“Design-Build Project” means a construction project procured by use of a Design-Build Contract.¹²

“Design Professional Services” means professional services within the scope of the practice of architecture, professional engineering, master planning and programming, or services within the scope of the practice of interior design.¹³

- (a) The “practice of architecture” means rendering or offering to render the following services in connection with the design, construction, enlargement, or alteration of a building or group of buildings, and the space within and surrounding such buildings: planning; facility programming; preliminary studies; preparation of designs, drawings, and specifications; preparation of technical submissions and coordination of any element of technical submissions prepared by others including, as appropriate and without limitation, professional engineers, and landscape architects; and administration of construction contracts.¹⁴
- (b) “Professional engineering” means a service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to the service or creative work as consultation, investigation, evaluation, planning, design, and design coordination of engineering works and systems, planning the use of land and water, facility programming, performing engineering surveys and studies, and the review of construction for the purpose of monitoring compliance with drawings and specifications; any of which embraces these services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, and including other professional services as may be necessary to the planning, progress, and completion of any engineering services.¹⁵

¹⁰ Utah Code § 11-39-101(3).

¹¹ Utah Code § 11-39-101(4)(a).

¹² Utah Code § 11-39-101(4)(a).

¹³ Utah Code § 63G-6a-103(26).

¹⁴ Utah Code § 58-3a-102(6)(a).

¹⁵ Utah Code § 58-22-102(9)(a).

- (c) The “practice of commercial interior design” means, in relation to obtaining a building permit independent of a licensed architect, the preparation of a plan or specification for, or the supervision of new construction, alteration, or repair of, an interior space within a newly constructed or existing building when the core and shell structural elements are not going to be changed, solely for the following occupancy groups as described in the International Building Code: B and M.¹⁶

“GRAMA” means the Utah Government Records Access and Management Act, codified at Utah Code Title 63G Chapter 2, which is Utah’s open records law.

“Information Technology” means all computerized and auxiliary automated information handling, including systems design and analysis; acquisition, storage, and conversion of data; computer programming; software; information storage and retrieval; voice, video, and data communications; requisite systems controls; simulation; and all related interactions between people and machines. It does not include Professional Services.¹⁷

“Invitation for Bids” means a document used to solicit bids to provide a Procurement Item or price quotes for a Procurement Item.¹⁸

“Local Business” means a business having: (a) a commercial office, store, distribution center, or other place of business located within the boundaries of Summit County, with an intent to remain therein on a permanent basis; (b) a current business license issued by either Summit County or PCMC; and (c) at least one employee physically present at the local place of business.

“PCMC” means Park City Municipal Corporation, including its agents, employees, and designees. For the purposes of these Rules, PCMC includes all Park City Municipal Corporation affiliated entities, including the Park City Municipal Building Authority, Park City Water Service District, Park City Housing Authority, and the Redevelopment Agency of Park City.

“Person” means an individual, group of individuals, business organization, agency, club, committee, union, or other organization or legal entity.

“Procurement” means the acquisition of a Procurement Item through an expenditure of public funds, or an agreement to expend public funds, including an acquisition through a public-private partnership.¹⁹

“Procurement Item” means an item of personal property, a technology, an Information Technology, a service, or a construction project.²⁰

¹⁶ Utah Code § 58-86-102(3).

¹⁷ Utah Code § 63A-16-102(8).

¹⁸ Utah Code § 63G-6a-103(39).

¹⁹ Utah Code § 63G-6a-103(54).

²⁰ Utah Code § 63G-6a-103(55).

“Procurement Official” means the individual authorized to undertake the duties and responsibilities of PCMC’s officer for all Procurement as set forth in these Rules.

“Professional Services” means labor, effort, or work that requires specialized knowledge, expertise, and discretion in any of the following fields: accounting; administrative law judge service; architecture; construction management; engineering studies, oversight or reviews which do not produce design deliverables; financial services; Information Technology; the law; medicine; psychiatry; or underwriting.²¹ It does not mean Design Professional Services.

“Proposal” means a set of documents submitted by a Person in response to a Request for Proposals. The Proposal may include a price quote, statement of qualifications, and scope of work offered.

“Public-private partnership” means an arrangement or agreement between PCMC and one or more contractors to provide for a public need through the development or operation of a project in which the contractor or contractors share the responsibility or risk of developing, owning, maintaining, financing, or operating the project.²²

“Public Works Project” means the construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. It does not include the replacement or repair of existing public infrastructure on private property not within a public easement.²³

“Qualified Committee Member” means an evaluation committee member having at least a general familiarity with or basic understanding of the technical requirements relating to the type of Procurement Item that is the subject of the Procurement, or the need that the Procurement Item is intended to address. In addition, the evaluation committee member: (a) does not have a conflict of interest with any of the proposers; (b) can fairly evaluate each Proposal or SOQ; (c) does not contact or communicate with a proposer concerning the Procurement outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.²⁴

“Request for Proposals (RFP)” means a document used to solicit proposals to provide a Procurement Item.²⁵

“Request for Statement of Qualifications (RSOQ)” means soliciting to receive statements describing the qualifications of bidders or proposers with respect to specified criteria or performance measures for a Procurement Item.²⁶

²¹ Utah Code § 63G-6a-103(58).

²² Utah Code § 63G-6a-103(66).

²³ Utah Code § 11-39-101(12).

²⁴ Utah Code §§ 63G-6a-410(9), 707(5).

²⁵ Utah Code § 63G-6a-103(70).

²⁶ Utah Code § 63G-6a-103(72).

“Responsible” means capable, in all respects, of: (a) meeting all the requirements of a solicitation; and (b) fully performing all the requirements of the contract resulting from the solicitation, including demonstrated financial ability to perform the contract; and (c) has the integrity, capacity and reliability which will assure good faith performance.²⁷

“Responsive” means a Solicitation Response that conforms in all material respects to the requirements of the Solicitation and all applicable specifications and Vendor meets the technical requirements to provide the Procurement Item.²⁸

“Small Purchase Process” means the process that may be used to acquire Procurement Items with an aggregate cost limit that does not exceed the Small Purchase Threshold.

“Small Purchase Threshold” means the aggregate cost limit for use of the Small Purchase Process for Procurement.

“Solicitation” means an Invitation for Bids, Request for Proposals, or Request for Statement of Qualifications.²⁹

“Solicitation Response” means a Statement of Qualifications, Proposal, or Bid submitted in response to a Solicitation.³⁰

“Standard Procurement Process” means the Small Purchase Process, the Invitation for Bids Process, the RFP Process, the Approved Vendor List Process, or the Design Professional Services Process.³¹

“State Cooperative Contract” means a contract awarded by the Utah Division of Purchasing and General Services for and on behalf of all public entities in Utah.³²

“Statement of Qualifications (SOQ)” means a document submitted to PCMC in response to a RSOQ.³³

“Unsolicited Proposal” means a written Proposal for a public-private partnership for: (a) an infrastructure project; or (b) a project to collect, analyze, and distribute health data to improve health and health care and to facilitate interaction regarding health and health care issues, that is not submitted in response to a Solicitation.³⁴

²⁷ Utah Code § 63G-6a-103(74).

²⁸ Utah Code § 63G-6a-103(75).

²⁹ Utah Code § 63G-6a-103(82).

³⁰ Utah Code § 63G-6a-103(83).

³¹ Utah Code § 63G-6a-103(86).

³² Utah Code § 63G-6a-103(87).

³³ Utah Code § 63G-6a-103(88).

³⁴ Utah Code § 63G-6a-712(1).

“Vendor” means a Person seeking to enter into a contract to provide a Procurement Item, and includes: a bidder, an offeror, a proposer, a design professional, and a Person who submits an “Unsolicited Proposal.”³⁵

1-4. General Process.

A. Late Submissions. – PCMC shall not accept a response after the deadline for receipt of solicitation responses. When submitting a response electronically, Vendors must allow sufficient time to complete the online forms and finish uploading all documents before the closing time posted in the electronic system. Solicitation responses still in the process of being uploaded at the posted closing time will not be accepted. When submitting a solicitation response by physical delivery, the Vendor is solely responsible for meeting the deadline. Any delay will not be considered an acceptable reason for a response being late. Responses received by physical delivery will be date and time stamped by the City Recorder. If an error by PCMC or its employees results in a response not being received by the established due date and time, the response shall be accepted as being on time.

B. Debriefing. PCMC does not conduct debriefings with Vendors, respondents, bidders or proposers engaged in any solicitation process.

C. GRAMA. Release of the following information has been determined to impair governmental procurement proceedings or give an unfair advantage to persons proposing to enter into a contract or agreement with PCMC, and will not be disclosed by PCMC pursuant to a GRAMA request:

- a. the names of individual scorers or evaluators in relation to their individual scores or rankings;
- b. any individual scorer's or evaluator's notes, drafts, and working documents;
- c. non-public financial statements; and
- d. past performance and reference information, which is not provided by the respondent, and which is obtained as a result of the efforts of PCMC. Notwithstanding the above, to the extent such past performance or reference information is included in the written justification statement; it is subject to public disclosure.

³⁵ Utah Code § 63G-6a-103(94).

Article II – Authority

2-1. Procurement Official.

The City Manager is designated as the Procurement Official to serve as PCMC’s officer for all Procurement conducted under these Rules. The Procurement Official selects the manner of procuring supplies and services and may choose the appropriate method for a particular Procurement, consistent with these Rules, to serve the best interests of PCMC. The Procurement Official also has authority to settle and resolve controversies related to Procurement processes and contracts. The Procurement Official has the authority and duties described in these Rules and in the Utah Procurement Code,³⁶ any of which may be delegated in writing to a PCMC employee, as appropriate. Such delegation will remain in effect until modified or revoked in writing.

2-2. Contract Authority Threshold.

The Procurement Official may approve all purchases, ~~and enter into~~ contracts and individual task orders up to and including an aggregate cost over the term of the ~~contract~~ or individual task order of \$100,000 (“Contract Authority Threshold”).

All purchases, ~~and~~ contracts and any individual task order executed pursuant to an on-call agreement with an aggregate cost over the term of the contract that exceeds \$100,000 require approval of the Park City Council. A separate approval of an on-call agreement is not required.

Accumulated Change Orders or Contract Amendments to an existing contract require approval of the Park City Council if the cost increase is:

- (1) more than \$100,000 for contracts of \$1,000,000 or less, or
- (2) more than 10% of the contract amount for contracts over \$1,000,000.

Contracts and task orders must not be artificially divided to fall below the Contract Authority Threshold, such as by separating into multiple smaller purchases or by dividing the work required for a single project into multiple contracts.

2-3. Small Purchase Threshold.

The Small Purchase Threshold for use of the Small Purchase Process is set at ~~the~~ an aggregate cost ~~up to~~ of the current Bid Limit if applicable, ~~\$50,000~~ \$100,000 for Professional Services, Design Professional Services, and Informational Technology and ~~\$50,000~~ \$100,000 for all other Procurement Items.³⁷ The Approved Vendor List Small Purchase Threshold for use of the Small Purchase Process with an Approved Vendor List is set at the aggregate cost of up to \$200,000.

³⁶ Utah Code § 63G-6a-106(3).

³⁷ Utah Code § 63G-6a-506(2); R33-5-106.5.

2-4. Incidental Items Maximum.

The purchase of incidental items under an exemption from these rules under Article 5-1K is capped at a maximum expenditure per individual Procurement Item of \$10,000.

2-5. Purchase Order Approval.

All purchase orders must be approved as follows: a supervisor or manager is responsible for the first level of approval, the Finance Manager **must** approves all purchases over \$5,000, and the City Manager **must** approves all purchases over \$100,000. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the year in which funds have been appropriated.

Article III – Standard Procurement Processes

3-1. Small Purchase Process.

- A. When to Use. Small purchases of supplies and services are most effectively made using minimal procurement processes.** With approval of the Procurement Official, all Procurement Items (including supplies, equipment, general services, general construction, technology, Information Technology, Professional Services, Design Professional Services, and Building Improvements, Public Works Projects, or Class C Construction/Maintenance Projects) having an aggregate cost that does not exceed the Small Purchase Threshold may be procured by the Small Purchase Process.³⁸
- B. Method.** With the exception of Professional Services and Design Professional Services, a Person with authority to acquire a Procurement Item must make reasonable efforts to obtain at least three written quotations that meet minimum specifications. Professional Services and Design Professional Services may be procured by direct negotiation after reviewing the qualifications of three or more Vendors. Small purchases may also be made using a Vendor on an Approved Vendor List for the Procurement Item. Small Purchases shall be made based on the best interest of PCMC in light of needs, cost, and availability.³⁹
- C. Record of Quotations.** A record of written or electronic quotations must be maintained for at least 12 months and may be used to facilitate future purchases.
- D. Manipulation Prohibited.** Purchases must not be manipulated to fall within the Small Purchase Threshold. Contracts must not be artificially divided, such as by dividing a single Procurement into multiple, smaller Procurements, or by dividing the work required for a single project solely to make use of this section. Violations of this

³⁸ Utah Code § 63G-6a-506(2).

³⁹ Utah Code § 63G-6a-506(2).

prohibition may result in criminal penalties.⁴⁰

- E. Single Quote.** If only a single quote can be obtained, the Procurement Official may accept the quote after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁴¹
- F. Use with Approved Vendor List – Rotation of Vendors.** Small Purchases may be made from a Vendor on an Approved Vendor List up to the Approved Vendor List Threshold without any additional competitive-pricing process, provided that reasonable efforts are made to rotate between Vendors to ensure the fair and equitable treatment of all listed Vendors and promote competition. Such efforts may include a rotation system or assignment based on designated expertise. When practicable, quotes or bids may be obtained from all listed Vendors.⁴²

3-2. Invitation for Bids Process.

- A. When to Use.** An Invitation for Bids is typically used to acquire Procurement Items with easily definable characteristics where price is the determinative element. The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure supplies, equipment, general services, general construction, technology or Information Technology having an aggregate cost that exceeds the Small Purchase Threshold.⁴³ An Invitation for Bids Process in compliance with Section 3-7 must be used for Building Improvements, Public Works Projects, or Class C Road Construction/Maintenance Projects that exceed their respective Bid Limits.
- B. Content.** An Invitation for Bids must include the following: (1) a description or specification of the Procurement Item; (2) deadline and instructions for submission; (3) objective evaluation criteria; (4) the time and place of any bid opening; (5) intended contract terms and conditions; and (6) any other information relevant to the Procurement.⁴⁴
- C. Notice.** An Invitation for Bids must be published either on PCMC's website or the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official.⁴⁵

⁴⁰ Utah Code §§ 63G-6a-506(8), 2404.3

⁴¹ Adapted from Utah Admin Code R33-4-109.

⁴² Utah Code § 63G -6a-507.

⁴³ Utah Code § 63G-6a-602.

⁴⁴ Utah Code § 63G-6a-603(2).

⁴⁵ Utah Code §§ 63G-6a-603(3), 112.

- D. Opening.** Bids must be opened consistent with the time and manner set forth in the Invitation for Bids. Bids may not be opened until after the submission deadline. A Bid may not be changed after the deadline if the change is prejudicial to the interest of PCMC or fair competition.⁴⁶
- E. Rejection of Bids.** The Procurement Official must reject a Bid that is not Responsive or the bidder is determined to be not Responsible. A Bid may be rejected in whole or in part when it is determined by the Procurement Official to be in the best interest of PCMC.⁴⁷
- F. Evaluation.** Bids must be evaluated using the specified objective criteria and to achieve the greatest long-term value to PCMC. Criteria not described in the Invitation for Bids may not be used to evaluate a Bid.⁴⁸
- G. Award of Contract.** After evaluating the Bids, PCMC must: (1) award a contract to a Responsible bidder who submits the lowest Responsive Bid and publish on PCMC's website the name and bid amount of the bidder to whom the contract is awarded; or (2) cancel the Invitation for Bids and publish on PCMC's website notice of the cancellation that includes an explanation of the reasons for cancellation.⁴⁹
- H. Local Business Match.** If the Responsible bidder who submits the lowest Responsive Bid is not a Local Business, and a Responsible Local Business submits a Responsive Bid that is within 5% of such lowest bid, PCMC may offer such Local Business an opportunity to match the lowest bid. If the Local Business agrees to match the lowest bid, PCMC must award the contract to the Local Business at that price. If more than one Responsible Local Business submits a Responsive Bid within 5% of the lowest Bid under this paragraph, the opportunity to match the lowest bid must first be given to the Local Business with the lowest Bid, and next to the Local Business with the second-lowest Bid, and so forth.
- I. Single Bid.** If only a single Bid is received, the Procurement Official may accept the Bid after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement, and (3) a Bid Security requirement.⁵⁰
- J. Tie Bids.** In the event of tie Bids, the Procurement Official may award the contract in accordance with the methods provided in Utah Administrative Code R33-6-111, or successor provision.⁵¹

⁴⁶ Utah Code § 63G-6a-604(1).

⁴⁷ Utah Code § 63G-6a-902.

⁴⁸ Utah Code § 63G-6a-606.

⁴⁹ Utah Code § 63G-6a-606(3).

⁵⁰ Adapted from Utah Admin Code R33-4-109.

⁵¹ Utah Code § 63G-6a-608.

3-3. Request for Proposals (RFP) Process.

- A. When to Use.** An RFP is typically used to acquire Procurement Items (except for Design Professional Services which must use the RSOQ-Negotiation Process in Section 3-6) when needs are difficult to specify and where price is not the determinative element, or where qualifications will be an important element of the performance, such as with Professional Services. The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure supplies, equipment, general services or Information Technology having an aggregate cost in excess of the Small Purchase Threshold or to procure Building Improvements and Public Works Projects that do not exceed the statutory Bid Limits. Professional Services having an aggregate cost in excess of the Small Purchase Threshold must be procured by an RFP Process where PCMC must make reasonable efforts to deliver the RFP to at least three Responsible parties.⁵²
- B. Content.** An RFP must include the following: (1) a description or specification of the Procurement Item; (2) deadline and instructions for submission; (3) objective evaluation criteria, and if applicable, cost, and subjective evaluation criteria; (4) the time and manner for opening proposals; (5) intended contract terms and conditions; and (6) any other information relevant to the Procurement.⁵³
- C. Notice.** An RFP must be published either on PCMC's website or the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official. In addition to these notice requirements, PCMC must make reasonable efforts to deliver an RFP for Professional Services to at least three Responsible parties.⁵⁴
- D. Addendum.** An RFP addendum that only applies to offerors that have timely submitted proposals may be issued after the submission deadline if, in the opinion of the Procurement Official, the addendum does not change the RFP in a way that would likely have affected the number of Proposals submitted had the addendum been included in the original RFP.⁵⁵
- E. Opening.** Proposals may not be opened or reviewed until after the submission deadline. Contents of a Proposal may not be disclosed to the public or to other proposers, except as provided by law.⁵⁶
- F. Changes Prohibited.** A proposer may not, after the deadline, make a change to a Proposal if the Procurement Official determines that such a change would be prejudicial to PCMC's interests or fair competition.⁵⁷

⁵² Utah Code § 63G-6a-702(1).

⁵³ Utah Code § 63G-6a-703(2).

⁵⁴ Utah Code §§ 63G-6a-703(3), 112.

⁵⁵ Utah Code § 63G-6a-704.4

⁵⁶ Utah Code § 63G-6a-704(1).

⁵⁷ Utah Code § 63G-6a-704(2).

G. Discussions with Proposer. PCMC may have limited discussions with a proposer to obtain a more complete understanding of whether the proposer is Responsible, or the proposer's Proposal is Responsive. A Proposal may be rejected following such discussions if the proposer is determined to be not Responsible or the Proposal is not Responsive.⁵⁸

H. Rejection of Proposals. The Procurement Official must reject a Proposal that is not Responsive or where the proposer is not Responsible. A Proposal may be rejected in whole or in part when it is determined to be in the best interest of PCMC.⁵⁹

I. Evaluation. Proposals must be evaluated as follows:⁶⁰

- a. An evaluation committee of at least three Qualified Committee Members must be appointed to evaluate Proposals in accordance with the criteria described in the RFP. Criteria not described in the RFP may not be used.
- b. The Procurement Official may authorize an evaluation committee to receive assistance from an expert or consultant to better understand a technical issue involved in the Procurement.
- c. Unless waived by the Procurement Official in the best interests of PCMC, the evaluation committee is prohibited from knowing or having access to the cost of a Proposal until after the committee submits its recommendation based on scores of all criteria other than cost.
- d. The evaluation committee may not change its final recommended scores once they are submitted to PCMC.
- e. The evaluation committee may deliberate in private.
- f. At the conclusion of the evaluation process, the evaluation committee shall prepare and submit to the Procurement Official a written statement that: recommends a Proposal for an award of a contract, if the evaluation committee decides to recommend a Proposal; and contains the score awarded to the recommended Proposal based on the criteria stated in the RFP; and explains how the recommended Proposal provides the best value to PCMC. This step is **not required** for a contract with a Construction Manager/General Contractor if the contract is awarded based solely on the Vendor's qualifications and the management fee to be paid.

J. Best and Final Offers. If an RFP Process does not result in a clear recommendation, PCMC may, with the approval of the Procurement Official, request best and final offers from Responsible proposers in accordance with the provisions of Utah Code section 63G-6a-707.5 or successor provision. The best-and-final-offer process may only be used when: (1) no

⁵⁸ Utah Code § 63G-6a-704.6(1)

⁵⁹ Utah Code §§ 63G-6a-704.6(2), 902.

⁶⁰ Utah Code § 63G-6a-707.

single Proposal adequately addresses all the specifications stated in the RFP; (2) all Proposals are unclear or deficient in one or more respects; (3) all cost proposals exceed the identified budget or PCMC's available funding; or (4) two or more Proposals receive an identical evaluation score that is the highest score.⁶¹

- K. Award of Contract.** Upon receiving a recommendation from the evaluation committee, PCMC may award a contract to the recommended proposer based on the Proposal, and in appropriate circumstances, after negotiation of further details.
- L. Single Proposal.** If only a single Proposal is received, the Procurement Official may accept the Proposal after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁶²
- M. Negotiation.** In appropriate circumstances, PCMC may negotiate the details of the Procurement with a potential Vendor before a contract is awarded in order to obtain an offer that is most advantageous to PCMC in light of price and the evaluation criteria set forth in the Solicitation materials. PCMC may enter negotiations with the top-ranked proposer to obtain a favorable price or other terms, and may reject that offer if not satisfactory. If PCMC rejects an offer, it may proceed with negotiations with the next subsequently-ranked proposer in a similar manner to obtain an acceptable offer, or may reject all offers.⁶³

3-4. Request for Statement of Qualifications (RSOQ) Process.

- A. When to Use.** The Procurement Official may direct use of an RSOQ Process to identify qualified Vendors to participate in a subsequent Standard Procurement Process (Invitation for Bids Process or RFP Process). The RSOQ Process must be used to create an Approved Vendor List. No contract may be awarded based solely on the RSOQ Process.⁶⁴
- B. Content -Invitation for Bids or RFP.** An RSOQ issued in advance of an Invitation for Bids or RFP must include: (1) a statement that participation in the Invitation for Bids Process or RFP Process is limited to qualified Vendors; and (2) the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that will be used to identify qualified Vendors. Examples of selection criteria include experience and work history; management and staff requirements or standards; licenses; certifications and other qualifications; performance ratings or references; financial stability; and other information pertaining to Vendor qualifications that are considered relevant.⁶⁵
- C. Content – Approved Vendor List.** An RSOQ issued for the purpose of creating an Approved Vendor List must include: (1) a general description of the Procurement

⁶¹ Utah Code § 63G-6a-707.5.

⁶² Adapted from Utah Admin Code R33-4-109.

⁶³ Adapted from Utah Admin Code R33-7-104.

⁶⁴ Utah Code §§ 63G-6a-410(1), 410(2), 410(3).

⁶⁵ Utah Code § 63G-6a-410(4).

Item, type of project or service, acquisition process, and desired type of Vendor; (2) the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that Vendors are required to meet; (3) a statement that only Responsive, Responsible Vendors which meet the stated score thresholds will be included on the Approved Vendor List; (4) a statement that only approved Vendors will be able to participate in the Procurements described in the RSOQ; (5) a statement indicating whether PCMC will use a performance rating system for evaluating Vendors on the Approved Vendor List; (6) a deadline for submission of a Statement of Qualifications; and (7) a requirement that Vendors must submit updated qualifications at least every 18 months from publication of the Approved Vendor List to be retained on the list.⁶⁶

- D. Notice.** An RSOQ must be published either on PCMC's website or on the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official.⁶⁷
- E. Rejection of SOQ.** The Procurement Official may reject a SOQ that is not Responsive or where the proposer is determined to be not Responsible. A Proposal may be rejected in whole or in part when it is determined by the Procurement Official to be in the best interest of PCMC.⁶⁸
- F. Evaluation Process.** An evaluation committee consisting of at least three Qualified Committee Members must be appointed to score each SOQ that meets the minimum mandatory requirements using evaluation criteria and applicable score thresholds published in the RSOQ. Criteria not included in the RSOQ may not be used. The evaluation committee may, with approval of the Procurement Official, enter into discussions or conduct interviews with or attend presentations by Vendors, for the purpose of clarifying information in the SOQ. The committee's deliberations may be conducted in private. The Procurement Official may appoint fewer than three Qualified Committee Members if the evaluation criteria are objective, and do not include any criteria that require analysis, assessment, or deliberation. Based on the scores determined by the evaluation committee, the Procurement Official must make a final determination of the Vendors to include in a subsequent Invitation for Bids Process or RFP Process, or Vendors to be included on an Approved Vendor List.⁶⁹
- G. Single SOQ.** If only a single SOQ is received that meets the minimum qualifications, evaluation criteria and applicable score thresholds set forth in the RSOQ, the Procurement Official may cancel the RSOQ or establish an Approved Vendor List that includes the one Vendor if PCMC either: (1) continues to try to identify

⁶⁶ Utah Code § 63G-6a-410(5).

⁶⁷ Utah Code §§ 63G-6a-112, 410(6).

⁶⁸ Utah Code §§ 63G-6a-410(8a), 902.

⁶⁹ Utah Code § 63G-6a-410(9).

more Vendors to be included; or (2) immediately reissues the RSOQ and repeats the process.⁷⁰

3-5. Use of Approved Vendor Lists.⁷¹

A. When to Use. Approved Vendor Lists may be created and maintained for specific Procurement Items or for a future Procurement Item if the RSOQ includes a general description and the type of Vendor sought to provide the Procurement Item.

1. Any Standard Procurement Process, including Small Purchase, Invitation for Bids, RFP, or Design Professional Services, may be limited to the pre-qualified Vendors on an Approved Vendor List.
2. Procurement Items may also be acquired directly from a listed Vendor at a pre-established price based on a price list, rate schedule, or price catalog submitted by a Vendor and accepted by PCMC.
3. Small Purchases may be made from a Vendor on an Approved Vendor List up to the Approved Vendor List Threshold without any additional competitive-pricing process, provided that reasonable efforts are made to rotate between Vendors to ensure the fair and equitable treatment of all listed Vendors and promote competition.⁷² Such efforts may include a rotation system or assignment based on designated expertise.

B. RSOQ Process – Selection. Vendors must be selected for an Approved Vendor List using the RSOQ Process set forth in section 3-4.

C. Adding Vendors - Maintenance. Approved vendors may be included on a closed-ended Approved Vendor List or an open-ended Approved Vendor List.

1. A closed-ended Approved Vendor List is subject to a short period of time during which Vendors may be added to the list and must expire no later than 18 months after its creation.
2. An open-ended Approved Vendor List allows Vendors to be added throughout the term of the list. No less frequently than every 18 months, PCMC must verify that each Vendor continues to meet the minimum mandatory requirements stated in the RSOQ.⁷³

D. Publication. After its creation, an Approved Vendor List must be made available to the public.⁷⁴

⁷⁰ Utah Code § 63G-6a-410(12).

⁷¹ Utah Code § 63G-6a-507.

⁷² Utah Code § 63G-6a-507.

⁷³ Utah Code § 63G-6a-507.

⁷⁴ Utah Code § 63G-6a-507(7)(b).

3-6. Design Professional Services / Design-Build Project – RSOQ and Negotiation Process.⁷⁵

- A. When to Use.** As required by Utah Procurement Code, Design Professional Services having an aggregate cost that exceeds the Small Purchase Threshold must be procured by the Design Professional Services RSOQ and Negotiation Process set forth herein.⁷⁶ Design Professional Services may also use an Approved Vendor List. The RSOQ-Negotiation Process may be used to procure other Professional Services or to procure a Design-Build Contract.
- B. Content.** The RSOQ must include criteria by which the qualifications of a design professional will be evaluated. Examples of such criteria include: (1) the design professional's work history and experience; (2) performance ratings earned by the design professional or references for similar work; (3) a quality assurance or quality control plan; (4) the quality of the design professional's past work product; (5) the time, manner of delivery, and schedule of delivery of the Design Professional Services; (6) the design professional's demonstrated financial ability; (7) a management plan, including key personnel and subconsultants for the project; and (8) other project specific criteria. A RSOQ issued for Design Professional Services may not require a price or cost component.⁷⁷
- C. Notice.** Notice of an RSOQ for Design Professional Services must be published either on PCMC's website or on the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official. The Procurement Official must encourage licensed design professionals engaged in the lawful practice of their profession to submit an SOQ.⁷⁸
- D. Evaluation Committee.** An evaluation committee of at least three Qualified Committee Members must be appointed to evaluate the SOQs received.⁷⁹
- E. Evaluation of SOQs.** The evaluation committee must consider at least three SOQs, either received in response to the RSOQ or already on file as part of an Approved Vendor List. The committee must evaluate and score each Responsive SOQ based solely on the criteria published in the RSOQ. The committee may conduct discussions or interviews with, or attend presentations by, any design professional under consideration. The committee must then rank in order the top three highest scoring design professionals. The committee's deliberations may be held in private.⁸⁰

⁷⁵ PCMC must adopt rules relating to procurement of Design Professional Services. Utah Code § 63G-6a-118,

⁷⁶ Utah Code § 63G-6a-1502(1).

⁷⁷ Utah Code § 63G-6a-1502.5.

⁷⁸ Utah Code § 63G-6a-112, 1503(1).

⁷⁹ Utah Code § 63G-6a-1503(3).

⁸⁰ Utah Code § 63G-6a-1503(4).

- F. Negotiation of Compensation.** The Procurement Official must negotiate a contract with the highest ranked design professional, as determined by the evaluation committee, for the required services at compensation determined to be fair and reasonable. If no fair and reasonable compensation and satisfactory contract documents can be negotiated, the Procurement Official must formally terminate negotiations, and undertake negotiations with the next-highest scoring design professional, repeating this process as necessary until an agreement is reached.⁸¹
- G. Receipt of Fewer Than Three SOQs.** If fewer than three Responsible design professionals submit SOQs that are determined to be Responsive, the Procurement Official shall issue a written determination explaining why it is in the best interest of PCMC to continue the fee negotiation and the contracting process with less than three design professionals.⁸²

3-7. Building Improvements, Public Works Projects, and Class C Road Construction/Maintenance Projects Process.

- A. When to Use.** Building Improvements, Public Works Projects, and Class C Road Construction/Maintenance Projects having an aggregate cost that exceeds the Bid Limit must be procured by the Building Improvements, Public Works, and Class C Road Construction/Maintenance Projects Process set forth in this section.⁸³
- B. Estimate Required.** In coordination with the Procurement Official, any department intending to undertake a Building Improvement, Public Works Project or Class C Road Construction/Maintenance Project must prepare plans, specifications, and an estimate of the project cost.⁸⁴ The cost of the Building Improvement, Public Works Project or Class C Road Construction/Maintenance Project may not be divided to avoid Bid Limit or other thresholds.⁸⁵
- C. Procurement Process – Not Exceeding Bid Limits.** The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure Building Improvement, Public Works Projects or Class C Road Construction/Maintenance Projects having an estimated cost that does not exceed the respective Bid Limit.⁸⁶
- D. Procurement Process – Exceeding Bid Limit.** If the estimated cost of the Building Improvement, Public Works Projects or Class C Road Construction/Maintenance Project exceeds the respective Bid Limit, then the Invitation to Bid Process must be used consistent with the modifications in Sections E-J below.⁸⁷

⁸¹ Utah Code § 63G-6a-1505.

⁸² Utah Code § 63G-6a-1503.5(5)

⁸³ Utah Code § 11-39-103, 72-6-108.

⁸⁴ Utah Code § 11-39-102, 72-6-108(1).

⁸⁵ Utah Code § 11-39-103(2)(b), 72-6-108(2).

⁸⁶ Utah Code § 11-39-104(1)(b).

⁸⁷ Utah Code § 11-39-103(1)(b), 72-6-108(2).

- E. Notice – Exceeding Bid Limit.** An Invitation to Bid for Building Improvements or Public Works Projects exceeding the Bid Limit must be published on PCMC’s website, the Utah Public Notice website (www.utah.gov/pmn) and on the Utah Division of Purchasing and General Services website (U3P), at least five days before opening of bids.⁸⁸ Notice must also be published in a public place reasonably likely to be seen by City residents at least five days before opening of bids.⁸⁹ An Invitation to Bid for a Class C Road Construction/Maintenance Project must be published for three weeks on PCMC’s website, the Utah Public Notice website (www.utah.gov/pmn), and in a public place on or adjacent to the public street.⁹⁰
- F. Award of Contract.** After evaluating the Bids, PCMC must either: (1) award a contract to the Responsible bidder who submits the lowest Responsive Bid; or (2) for a Design-Build Project, enter into a contract with a Responsible bidder that satisfies the criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a Design-Build Project.⁹¹
- G. Local Business Match.** If the Responsible bidder who submits the lowest Responsive Bid is not a Local Business, and a Responsible Local Business submits a Responsive Bid that is within 5% of such lowest bid, PCMC may offer such Local Business an opportunity to match the lowest bid. If the Local Business agrees to match the lowest bid, PCMC must award the contract to the Local Business at that price. If more than one Responsible Local Business submits a Responsive Bid within 5% of the lowest Bid under this paragraph, the opportunity to match the lowest bid must first be given to the Local Business with the lowest Bid, and next to the Local Business with the second-lowest Bid, and so forth.
- H. Single Bid.** If only a single Bid is received, the Procurement Official may accept the Bid after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁹²
- I. Rejection of Bids.** The Procurement Official may reject any or all Bids submitted and again request bids by the Invitation to Bid Process.⁹³
- J. Contracting Method.** The Procurement Official may select the appropriate contracting method for construction contracts to serve the best interest of PCMC, including: (1) Construction Manager/General Contractor; (2) Design-Build Contract; or (3) any form of contract permitted under state law.⁹⁴

⁸⁸ Utah Code §§ 11-39-103(1)(a); 63G-30-102(1) – defining Class A Notice.

⁸⁹ Utah Code §§ 11-39-103(1)(a); 63G-30-102(1) – defining Class A Notice.

⁹⁰ Utah Code § 72-6-108(3), 63G-30-102(1) – defining Class A Notice.

⁹¹ Utah Code § 11-39-103(1)(b), 72-6-108(2)(a).

⁹² Adapted from Utah Admin Code R33-4-109.

⁹³ Utah Code § 11-39-103(3), 72-6-108(4).

⁹⁴ Utah Code § 63G-6a-1205, 72-6-108(5).

3-8. Public-Private Partnerships.

The Procurement Official may direct that a contract for a Public-Private Partnership having an aggregate cost to PCMC in excess of the Small Purchase Threshold be procured using the RFP process in Section 3-3.⁹⁵

Article IV – Supplementary Procurement Processes

4-1. State Cooperative Contracts.

The Utah Division of Purchasing and General Services ("Division") has executed State Cooperative Contracts with certain Vendors of commonly used Procurement Items which can be found on the Division website. The Division maintains such contracts for and on behalf of all public entities within the state. By negotiating certain contracts at the state level, the Division seeks to leverage the potential buying power of all state entities and to streamline the Procurement process. PCMC may, but is not required to, use State Cooperative Contracts.

- A. When to Use.** When in the best interest of PCMC, Procurement Items may be directly acquired at a fixed cost under a State Cooperative Contract without conducting a Standard Procurement Process, consistent with the Contract Authority Threshold set forth in Section 2.2, after entering into a purchase order, an agreement or participating addendum describing the rights and duties of each party.⁹⁶
- B. Contract Review.** Before acquiring a Procurement Item under a State Cooperative Contract, the Procurement Official must review the Division's contract with the Vendor to ensure that it: (1) satisfies statutory requirements of a State Cooperative Contract; and (2) extends to PCMC all necessary contractual protections, such as indemnification and insurance.
- C. Competition.** The Procurement Official may direct use of additional competitive pricing or Procurement procedures before utilizing a State Cooperative Contract.
- D. Additional Quotations.** In cases where a Procurement Item may be acquired under multiple State Cooperative Contracts with different Vendors, or where Vendors offer bulk discounts, the Procurement Official should obtain one (1) or more written quotes before acquiring a Procurement Item under a State Cooperative Contract.

4-2. Other Cooperative Purchasing.

- A. When to Use.** When in the best interest of PCMC, the Procurement Official may join with other units of Utah government or other state governments in cooperative purchasing for Procurement Items, consistent with the Contract Authority Threshold set forth in Section 2.2.

⁹⁵ Utah Administrative Code R33-7-900.

⁹⁶ Adapted from Utah Code § 63G-6a-2105(4)(c).

1. PCMC may contract to purchase Procurement Items under contract terms previously negotiated by another Utah governmental entity if the contract terms negotiated by the other governmental entity were entered into in compliance with the solicitation procedures of that governmental entity.
 2. In lieu of a PCMC-sponsored RSOQ, PCMC may contract to purchase Procurement Items from one or more qualified vendors from an approved vendor list that was created and maintained by another Utah governmental entity in accordance with Utah Code §§ 63G-6a-410(5), -507 (e.g. UDOT Consultant Qualified Pools). PCMC will comply with UDOT selection methods and threshold limits when utilizing UDOT approved vendor lists.
 3. PCMC may contract to purchase Procurement Items under contract terms previously negotiated by other state governments if the procurement was conducted as a cooperative procurement in compliance with the solicitation procedures of the state government, including applicable federal requirements.. PCMC may execute a participating addendum or other similar agreement in order to facilitate the use of cooperative contracts under this section.
- B. **Contract Review.** Before acquiring a Procurement Item under this section, the Procurement Official must ensure the contract terms extend to PCMC all necessary contractual protections, such as indemnification, liability, and insurance.
- C. **Competition.** The Procurement Official may direct use of additional competitive pricing or Procurement procedures before purchasing Procurement Items under this section.

Article V – Exemptions, Exceptions and Waiver

5-1. Exemptions.⁹⁷

The following Procurements are exempt from the requirements of these Rules:

- A. Any matter that is exempt from Procurement requirements under state or federal law;
- B. Acquisitions of a Procurement Item from another public entity;
- C. Acquisition or disposal of real property or an interest in real property;
- D. Grants;
- E. Supplies purchased for resale to the public;

⁹⁷ Utah Code § 63G-6a-107.6 (A – F).

- F. Hiring of a mediator, arbitrator, or arbitration panel member to participate in dispute resolution efforts;
- G. Retaining outside counsel or acquiring litigation support services, including expert witnesses;
- H. Contracts for governmental relations consulting and lobbyist services;
- I. Contracts for executive search services;
- J. Contracts to maintain existing software systems in use by PCMC, including upgrades, license renewals and subscription renewals necessary for continued and ongoing use of existing systems, except under trial use contracts; and
- K. Purchase of minimal, insignificant, or incidental items in the course of daily, ongoing departmental operations that are identified in an approved department budget that comply with the Incidental Items Maximum. Examples of items exempt under this subsection include professional development and training, hand tools, office supplies, and miscellaneous travel expenses.

5-2. Exceptions.

The following exceptions to the requirements of these Rules may be granted with approval of the Procurement Official:

A. Trial-Use Contracts.⁹⁸

1. **Requirements.** Subject to the approval of the City Manager, PCMC may award a trial-use contract without engaging in a Standard Procurement Process if the purpose of the contract is to determine whether the Procurement item will benefit PCMC; assess the feasibility of a Procurement Item that is new or innovative or has a proposed use or application that is novel or unproven; or evaluate whether to conduct a Standard Procurement Process for the Procurement Item being tested. Further, the contract must be: awarded for a Procurement Item not already available to PCMC under an existing contract; restricted to the Procurement of a Procurement Item in the minimum quantity and for the minimum period of time necessary to test it; PCMC's only trial-use contract for that Procurement Item; and not used to circumvent the purposes and policies of these Rules or the Utah Procurement Code.
2. **Term.** The period of trial use or testing of a Procurement Item under a trial-use contract may not exceed 24 months unless the Procurement Official provides a written exception documenting the reason for a longer period.

⁹⁸ Utah Code § 63G-6a-802.3.

3. Content. A trial-use contract must:

- a. State that the contract is strictly for the trial use or testing of a Procurement Item;
- b. State that the contract terminates upon completion of the trial-use or testing period;
- c. State that PCMC is not obligated to purchase or enter into a contract for the Procurement Item, regardless of the trial-use or testing result;
- d. State that any purchase of the Procurement Item that is the subject of the trial-use contract will be made in accordance with these Rules and the Utah Procurement code; and
- e. include, as applicable, any additional requirements related to the trial use or testing of the Procurement Item.

4. Publication. Publication of notice is not required for a trial-use contract.

B. Contract Extensions.⁹⁹

1. Extension up to 120 Days. The Procurement Official may enter into a Contract Extension to extend the term of a contract up to 120 days if: it is necessary to avoid a lapse in critical government service or to mitigate a circumstance that is likely to have a negative impact on public health, safety or welfare or property, and,

- a. PCMC is engaged in a Standard Procurement Process for that Procurement Item and the Standard Procurement Process is delayed due to an unintentional error; or
- b. A change in an industry standard requires one or more significant changes to specifications for the Procurement Item; or
- c. An extension is necessary: to prevent the loss of federal funds, to mitigate the effects of a delay of a state or federal appropriation, to enable PCMC to continue to receive a Procurement Item during a delay in the implementation of a contract awarded pursuant to a Procurement that has already been conducted; or to enable PCMC to continue to receive a Procurement Item during a period of time in which negotiations with a Vendor under a new contract for the Procurement Item are being conducted.

2. Extension Exceeding 120 Days. The Procurement Official may enter into a Contract Extension to extend the term of a contract for a period of time exceeding

⁹⁹ Utah Code § 63G-6a-802.7.

120 days without engaging in a Procurement process if, after consulting with the City Attorney's Office, the Procurement Official determines in writing that the Contract Extension does not violate state or federal antitrust laws and is consistent with the purpose of ensuring the fair and equitable treatment of all persons who deal with the Procurement process. For example, the term of a contract may be extended in circumstances where the scope and cost are not materially changed, and it would be impractical to award a contract through a Procurement process.

C. Contract Modifications.

1. The Procurement Official may modify contracts by appropriate Change Order or Contract Amendment without engaging in a Procurement process, consistent with the Contract Authority Threshold set forth in Section 2-2, if:
 - a. The modifications do not affect the scope, price, or term of the contract; or
 - b. The modifications increase the scope of work or cost, the modifications are reasonably related to the original solicitation, and the increase in cost appears reasonable; or
 - c. The modifications reflect a decrease in the scope of work in PCMC's interest.
2. The cost or price of contracts solicited using the Small Purchase Process may not be modified in excess of the Small Purchase Threshold.

- D. Emergency Procurements.**¹⁰⁰ The Procurement Official may waive any requirement of these Rules if such waiver is necessary to: (1) avoid a lapse in a critical government service; (2) mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property, including a natural disaster; or (3) protect the legal interests of a public entity.

Any Procurement made pursuant to this provision must be made with as much competition as reasonably practicable. Within 14 days of such Procurement, PCMC must publish on its website a description of the emergency necessitating the Procurement, the name of the highest-ranking government official who approved the Procurement, and each written contract related to the Procurement. The term of a contract executed under this provision may be no more than 30 days, except that a contract related to a "natural disaster" as defined under state law may be up to 60 days. These term limits do not apply to an emergency Procurement for legal services.

¹⁰⁰ Utah Code § 63G-6a-803.

5-3. **Waiver of Standard Procurement Process.**¹⁰¹

A. Requirements. The Procurement Official may waive the requirements of these Rules when the Procurement Official determines in writing that:

1. Transitional costs are a significant consideration in selecting a Procurement Item, a cost-benefit analysis demonstrates that transitional costs are unreasonable or cost-prohibitive, and award of a contract without engaging in a Standard Procurement Process is in the best interest of PCMC; or
2. The award of a contract is under circumstances that make awarding the contract through a Standard Procurement Process impractical and not in the best interest of PCMC. Such circumstances include, but are not limited to, the following:
 - a. The Procurement Item is available from a sole source or a Procurement procedure would be unlikely to produce competition.
 - b. A particular Procurement Item is of particular benefit to PCMC in order to match existing equipment or facilities.
 - c. PCMC needs specialized or confidential services, and a Procurement procedure would undermine that confidentiality or not be beneficial in obtaining the services.
 - d. Waiver of any requirements of these Rules would convenience the public.

B. Notice. If requirements of these Rules are waived, PCMC must publish notice of the Procurement on the PCMC website at least seven days before the Procurement is finalized if the aggregate cost of the Procurement exceeds \$50,000. Such notice is not required if the Procurement is for public utility services pursuant to a sole source contract.¹⁰²

C. Best Interest. If requirements of these Rules are waived, the Procurement Official must nonetheless negotiate with the Vendor to ensure that the terms of the Procurement are in the best interest of PCMC.¹⁰³

¹⁰¹ Utah Code § 63G-6a-802.

¹⁰² Utah Code § 63G-6a-802(3).

¹⁰³ Utah Code § 63G-6a-802(4).

Article VI – Protests and Appeals

6-1. Protests and Appeals.

- A. Procedure.** The provisions set forth in Part 16 Protests, Part 18 Appeals to Court and Court Proceedings, and Part 19 General Provisions Related to Protest or Appeal of the Utah Procurement Code,¹⁰⁴ or their successor provisions, govern any protest or appeal arising from a PCMC Procurement.
- B. Protest Officer.** The Procurement Official is designated as PCMC's protest officer.
- C. Intervention.** As required by Utah Code § 63G-6a-1603(4)(c), PCMC directs that intervention in a protest is governed by the provisions of Utah Administrative Code R33-16-301 - Intervention in a Protest, or its successor provision.
- D. Appeals to Court and Court Proceedings.** Appeals to Court are governed by the provisions of Utah Administrative Rule R33-18 - Appeals to Court and Court Proceedings, or its successor provision.

¹⁰⁴ Utah Code § 63G-6a-1601 et seq., 1801 et seq., 1901 et seq.

Comparison of Small Purchase Thresholds Throughout Utah

Jurisdiction	Goods and Services	Professional Services/Design Professional Services	Public Util equipment and supplies or Public Works	Building Improvements
UDOT ⁱ	\$50,000	\$100,000 Design: \$350,000	\$100,000	\$100,000
Weber County ⁱⁱ	\$100,000	\$100,000	\$100,000	\$100,000
Davis County ⁱⁱⁱ	\$75,000	\$75,000	\$150,000	\$75,000
Spanish Fork ^{iv}	\$75,000	\$75,000	\$75,000	\$75,000
PCMC (proposed)	\$100,000	\$100,000	Bid limit	Bid limit
State of Utah ^v	\$50,000	\$100,000	\$100,000	\$100,000
University of Utah ^{vi}	\$50,000	\$100,000	\$150,000	\$150,000
Utah County ^{vii}	\$50,000	\$100,000	\$100,000	\$100,000
Heber ^{viii}	\$75,000	\$75,000	\$150,000	Bid limit
Summit County ^{ix}	\$50,000	\$50,000	Bid Limit	Bid Limit
Washington County ^x	\$50,000	\$50,000	Bid limit (roads=\$200,000)	Bid limit
Moab ^{xi}	\$50,000	\$50,000	\$50,000	\$50,000
St. George ^{xii}	\$50,000	\$50,000	\$100,000	Bid limit
South Jordan ^{xiii}	\$50,000	\$50,000	\$50,000	\$50,000
Salt Lake City ^{xiv}	\$40,000	\$40,000	Bid Limit	Bid Limit
Park City (current)	\$50,000	\$50,000	Bid limit	Bid limit
West Jordan ^{xv}	\$50,000	\$50,000	\$195,000	\$56,000
Orem ^{xvi}	\$50,000	No limit	Bid limit	Bid limit
Lehi ^{xvii}	\$25,000	\$25,000	\$125,000	Bid limit
Midway ^{xviii}	\$25,000	\$25,000	\$125,000	\$40,000
Ogden ^{xix}	\$50,000	\$100,000	Bid limit	Bid limit
West Valley City ^{xx}	\$30,000	\$30,000	Bid limit	Bid limit
Sandy ^{xxi}	\$40,000	\$7,500	Bid limit	Bid limit
Aspen, CO ^{xxii}	\$35,000	\$35,000	\$35,000	\$35,000
Vail, CO ^{xxiii}	\$50,000 (see endnote)	\$50,000	\$50,000	\$50,000
Telluride, CO ^{xxiv}	\$100,000	\$100,000	-	-
Steamboat Springs, CO ^{xxv}	\$75,000	\$75,000	\$75,000	\$75,000
State of Colorado ^{xxvi}	\$250,000	\$250,000	\$250,000	\$250,000

Sources

ⁱ **UDOT (general):** [Utah Office of Administrative Rules](#) (R907-33-7. Exceptions to Competition-Based Procurement).
UDOT (Goods and services): [R907-33-7\(1\)\(b\)](#) sets threshold for individual procurements at \$5k. Because aggregate and annual cumulative thresholds are not addressed by UDOT's rules, Title R33 [applies](#). [R33-105-102](#) provides:

- "Single Procurement Aggregate threshold is \$10,000 for multiple individual procurement items purchased from one source at one time unless the procurement official determines a lower amount in writing."
- "Annual Cumulative threshold is \$50,000 for small purchases made by direct award without a solicitation process from the same source in one year"

UDOT (Professional services): [R907-33-7\(1\)\(a\)](#) incorporates [R33-105-104](#), which lists the maximum for professional service providers as [\\$100,000](#) per project.

- How we know there are different thresholds for Professional services than for Design professional services:
 - The incorporated Subsections in R907-33-7(1)(a) do not include R33-105-105 (Small Purchase Threshold for Design professional services). This indicates that Subsection R907-66 is incorporated to cover Design professional services (see below).

UDOT (Design professional services): [R907-33-7\(1\)\(c\)](#): small purchases of professional service providers and consultants conducted as required by [R907-66](#), which defines a consultant as "an individual expert or firm the Department contracts with to perform professional services as may be necessary to the planning, progress, and completion of any design, engineering, and engineering-related services." → R907-66-6(2) for "Consultant" services adopts the federal standard in [48 CFR 2.101](#) (simplified acquisition threshold = \$350,000).

- The definition of Consultant falls within the definition of "Design Professional Services" and not "Professional service" under Utah Code 63G-6a-103.

UDOT (Public works): [R33-105-106. Small Purchases Threshold for Construction Projects](#). See also R33-105-106.5. Small Purchases Threshold for Construction Projects Using an Approved Vendor List. (\$2,500,000)

UDOT (Building Improvements): (same as above... see note/comment)

ⁱⁱ **Weber County:** [Sec 3-1-7 Type Of Procurement Process Is Based On Total Cost](#). Nothing in Title 3 Purchasing specifically addresses Public Works or Building Improvements. However, under [Section 3-1-3](#), the "title applies to every procurement made by the county unless otherwise stated."

- Purchasing Agent determines which type of procurement to use (solicitation of quotes, invitation for bids, or request for proposals).

ⁱⁱⁱ **Davis County:** [Subsection 03.06.0112 Purchases Between 5,000.00 \(USD\) And 75,000.00 \(USD\)](#) and [Subsection 03.06.0114 Purchases Over 75,000.00 \(USD\)](#).

^{iv} **Spanish Fork:** [3.08.030 Choice Of Purchasing - Bidding Process](#).

^v **State of Utah:** [Utah Office of Administrative Rules](#) (R33-105)

^{vi} **University of Utah:** [University Rule 3-100D: Delegations and Small Purchases](#)

- Special rules for Procurements of Construction and architect/engineer services. [Rule 3-100B \(III\)\(A\)\(3\)](#). Under the delegation, the unit may follow procurement rules adopted by the state Division of Facilities Construction and Management.
- "Remodeling and construction projects will normally be categorized... Projects over \$8,000 must be designed and constructed under the direction, and pursuant to applicable policies, of the Utah Division of Facilities Construction and Management." [Rule 3-205\(III\)\(F\)\(3\)](#).
- Utah Division of Facilities Construction and Management: [Rule R23-1: Procurement Rules with Numbering Related to the Procurement Code](#)
 - When this applies, it seems like the limit for "small construction projects" is \$150,000 under R23-1-505. This is not as relevant to us because the bid limits in Utah Code § 11-39-101 apply to cities, counties, and towns.

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- vii **Utah County:** [Utah County Procurement Policy](#)
- viii **Heber:** [3.14 Purchasing Policy](#)
- ix **Summit County:** [Summit County Code | Summit County, UT - Official Website](#)
- [1-16-6: PURCHASING CATEGORIES AND AUTHORIZATION](#)
 - [1-16-8: CONSTRUCTION CONTRACTING MANAGEMENT](#)
- x **Washington County:** [Title 1 Chapter 12 Washington County Procurement](#)
- For construction and repair of roads. [Washington County Code 1-12-11 \(L\)](#)
- xi **Moab:** [Ch. 2.28 Purchasing Procedures | Moab Municipal Code](#)
- xii **St. George:** <https://stgeorge.municipal.codes/Code/1-10B-3>
- xiii **South Jordan:** [POLICY 210-01 PURCHASING POLICY](#). 210.01 (G)(7) for Professional Services.
- xiv **Salt Lake City:** [Procurement Chapter 11 - Small Purchases](#)
- xv **West Jordan:** [CHAPTER 1 CITY PROCUREMENT](#) ([Approved thresholds published annually in City's budget](#)):
- [FY 2026 Budget \(see p. 315\)](#)
- xvi **Orem:** [Document Viewer | Code of Ordinances](#)
- **Professional service contracts.** Contracts for professional services may be awarded at the discretion of the City Manager without using the competitive sealed bids process. 2-7-6(A)
- xvii **Lehi:** [Lehi Code 2-2-6 \(B\)](#)
- General construction-related procurement threshold is \$125,000. It doesn't distinguish beyond that.
 - But 2-2-8 says contracts for construction must comply with federal and state law.
- xviii **Midway:** [4.02.010 Purchasing \(G\) - Purchases not requiring sealed bids](#)
- xix **Ogden:** [Ogden Code Title 4 Chapter 2](#)
- xx **West Valley City:** [West Valley City Code 5-3-104](#)
- xxi **Sandy:** [Title 7 - PURCHASING PROCEDURES](#)
- xxii **Aspen, CO:** [Code section 4.12.040](#)
- xxiii **Vail, CO:** [2025-45 A Resolution of the Vail Town Council Adopting the Town of Vail Procurement Policy](#)
- Informal bid process between \$25k-50k requires 3 written bids. Verbal bids ok for below \$25k.
- xxiv **Telluride, CO:** [TMC 4-6-240](#)
- xxv **Steamboat Springs, CO:** [Procurement Manual](#); [Code S2-173 Contracts](#)
- xxvi **State of Colorado:** regular goods and services (R-24-103-201-01). Services and supplied for construction projects (R-24-105-101-02).



City Council Staff Report

Subject: April 2026 Sales Tax Report
Author: Budget Team
Department: Budget Department
Date: July 9, 2026

Sales Tax Distribution

The following summarizes the April sales tax distribution, and the table below compares the FY26 Original Budget with the FY26 Revised Budget, which was adopted June 25, 2026.

Fund	FY26 Original Budget	FY26 Revised Budget	Variance
General Fund			
Local Option	\$ 10,865,411	\$ 9,499,234	\$ (1,366,177)
Resort Tax	\$ 10,186,896	\$ 10,627,228	\$ 440,332
General Fund Total	\$ 21,052,307	\$ 20,126,462	\$ (925,845)
Capital Fund			
Resort Tax	\$ 4,339,095	\$ 3,355,967	\$ (983,129)
Additional Resort Tax	\$ 8,624,724	\$ 7,936,044	\$ (688,679)
Transient Room Tax	\$ 4,746,438	\$ 4,410,148	\$ (336,290)
Capital Fund Total	\$ 17,710,257	\$ 15,702,159	\$ (2,008,098)
Transportation Fund			
Transit Sales Tax	\$ 7,561,379	\$ 7,223,723	\$ (337,655)
Resort Tax Transportation	\$ 4,878,935	\$ 4,661,065	\$ (217,870)
Additional Mass Transit Tax	\$ 4,296,497	\$ 4,104,636	\$ (191,861)
Transportation Fund Total	\$ 16,736,810	\$ 15,989,424	\$ (747,386)
Totals	\$ 55,499,374	\$ 51,818,045	\$ (3,681,329)

Citywide Sales Tax Distribution Summary (excludes Transient Room Tax):

Monthly (April):

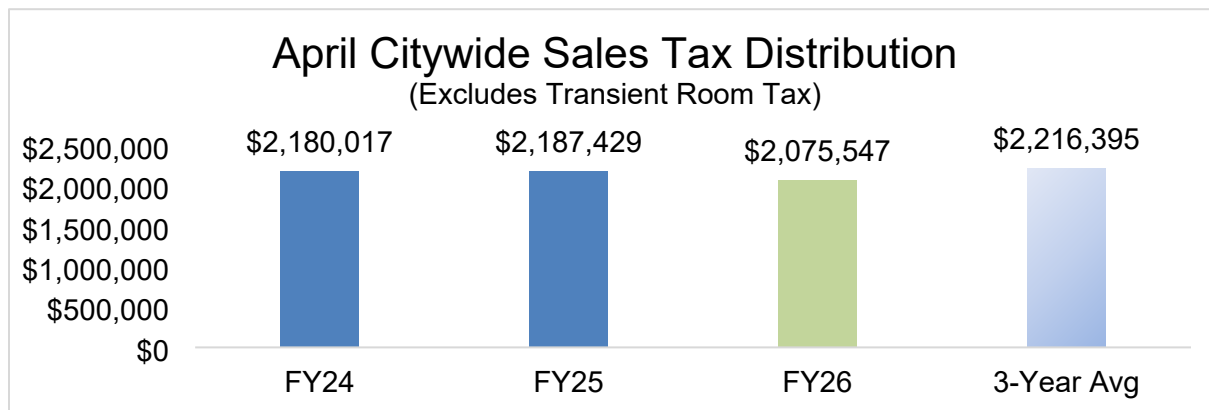
Revenue: \$2,075,547 — down \$111,882 (-5.1%) vs. April 2025; down \$59,457 (-2.8%) vs. adjusted budget.

Rolling Quarter (February – April):

Revenue: \$14,364,098 — down \$1,919,789 (-11.8%) vs. same period last year; down \$1,242,221 (-8%) vs. adjusted budget.

Year-to-Date (July – April):

Revenue: \$39,179,023 — down \$1,508,562 (-3.7%) vs. same period last year; up \$63,858 (0.2%) vs. adjusted budget.



General Fund Distribution Summary:

Monthly (April):

Revenue: \$942,948 — down \$43,537 (-4.4%) vs. April 2025; down \$8,635 (-8.4%) vs. adjusted budget.

Rolling Quarter (February – April):

Revenue: \$6,316,708 — down \$798,958 (-11.2%) vs. same period last year; down \$683,105 (-9.4%) vs. adjusted budget.

Year-to-Date (July – April):

Revenue: \$17,341,032 — down \$625,037 (-3.5%) vs. same period last year; down \$120,427 (-0.7%) vs. adjusted budget.

Transient Room Tax (TRT) Distribution Summary:

Monthly (April):

Revenue: \$77,575 — down \$36,116 (-31.8%) vs. April 2025; down \$55,006 (-41.5%) vs. adjusted budget.

Rolling Quarter (February – April):

Revenue: \$1,583,587 — down \$219,839 (-12.2%) vs. same period last year; down \$171,325 (-9.8%) vs. adjusted budget.

Year-to-Date (July – April):

Revenue: \$3,924,411 — down \$325,448 (-7.7%) vs. same period last year; down \$228,946 (-5.5%) vs. adjusted budget.

Sales Tax Analysis

April's sales tax distribution remained below last year's, and results were weaker than the adjusted budget. Citywide sales tax, excluding Transient Room Tax, was down 5.1% compared to April 2025 and 4.6% below the adjusted budget for the month.

While April is a lower-revenue month, accounting for approximately 5% of annual sales tax collections, the continued shortfall suggests the effects of the weak winter season extended into spring activity more than anticipated.

The rolling quarter continues to show the clearest impact of the winter slowdown. Citywide collections for February through April were down 11.8% from the same period last year and 7.2% below the adjusted budget, reflecting the combined effect of weaker late-winter activity, the significant March decline, and continued softness in April. Year-to-date, citywide collections are down 3.7% from last year, though slightly above the adjusted budget. This indicates that the adjusted budget has absorbed much of the year-to-date shortfall, but the April result remains below expectations.

The General Fund followed a similar pattern. April collections were down 4.4% from last year and slightly below the adjusted budget, while rolling-quarter collections remain down 11.2% from last year and 9.4% below the adjusted budget. Year-to-date collections are down 3.5% from last year but only 0.7% below the adjusted budget, indicating that the adjusted budget has largely absorbed the General Fund shortfall even though recent monthly results remain soft.

The clearest area of pressure remains overnight visitor spending. Transient Room Tax was down 31.8% compared to April 2025 and 41.5% below the adjusted budget for the month. Although April is a relatively small month for TRT collections, the decline reinforces the broader pattern seen throughout the winter: softer lodging demand and weaker destination visitor activity have had a more pronounced effect on lodging-related revenues than on the broader sales tax base.

Overall, April suggests that the most severe revenue impact was concentrated in March, but the effects of the weak winter did not end immediately with the close of the ski season. The adjusted budget is generally aligned with year-to-date citywide collections, but April's monthly and rolling-quarter results show that the spring rebound didn't materialize immediately. May visitation and forward-looking lodging indicators suggest conditions may be stabilizing as the City moves into summer. The remaining months of the fiscal year will determine whether that improvement is enough to meaningfully narrow the year-to-date gap to last year.

This report reflects amounts distributed by the State Tax Commission and therefore lags real-time economic activity.

Exhibits

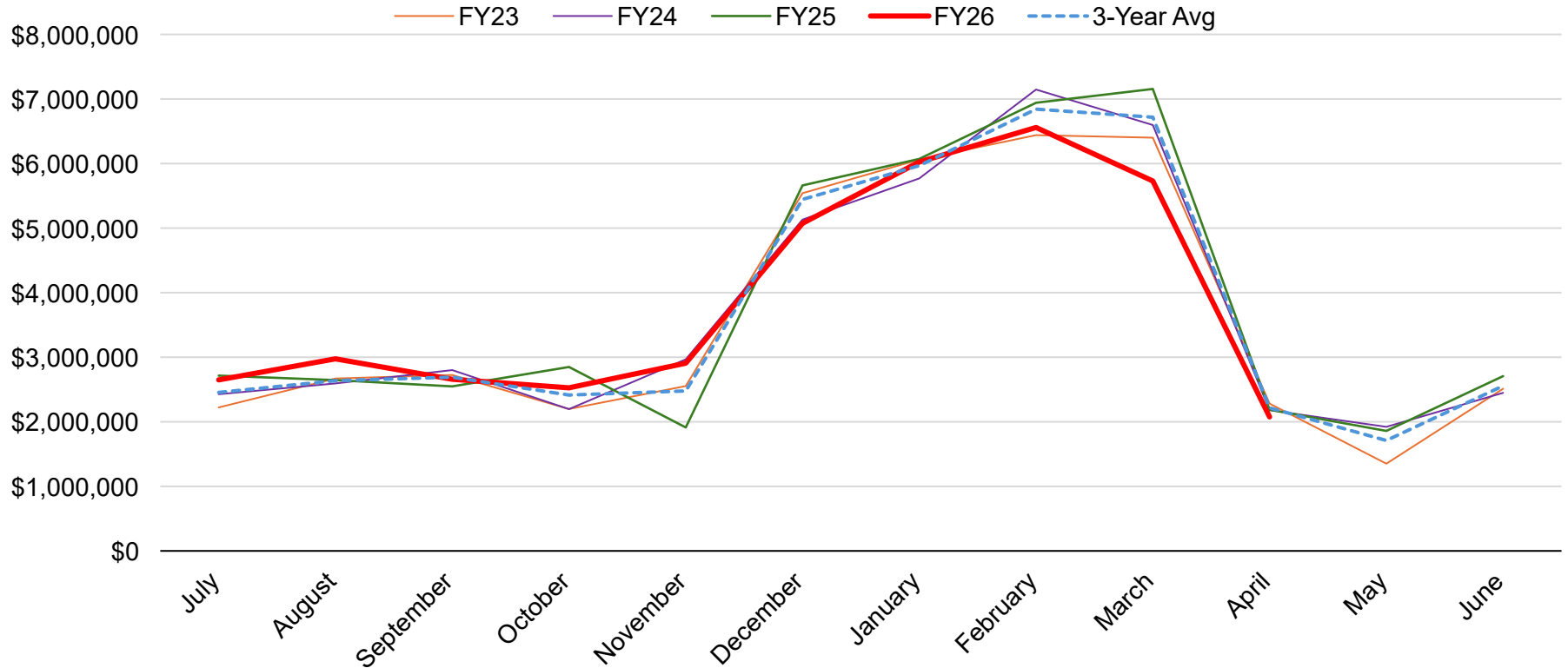
Exhibit A: FY26 April Sales Tax Distribution Data

April Sales Tax Distribution



Sales Tax Distributions

Annual Sales Tax Revenue by Distribution Over Time by Month



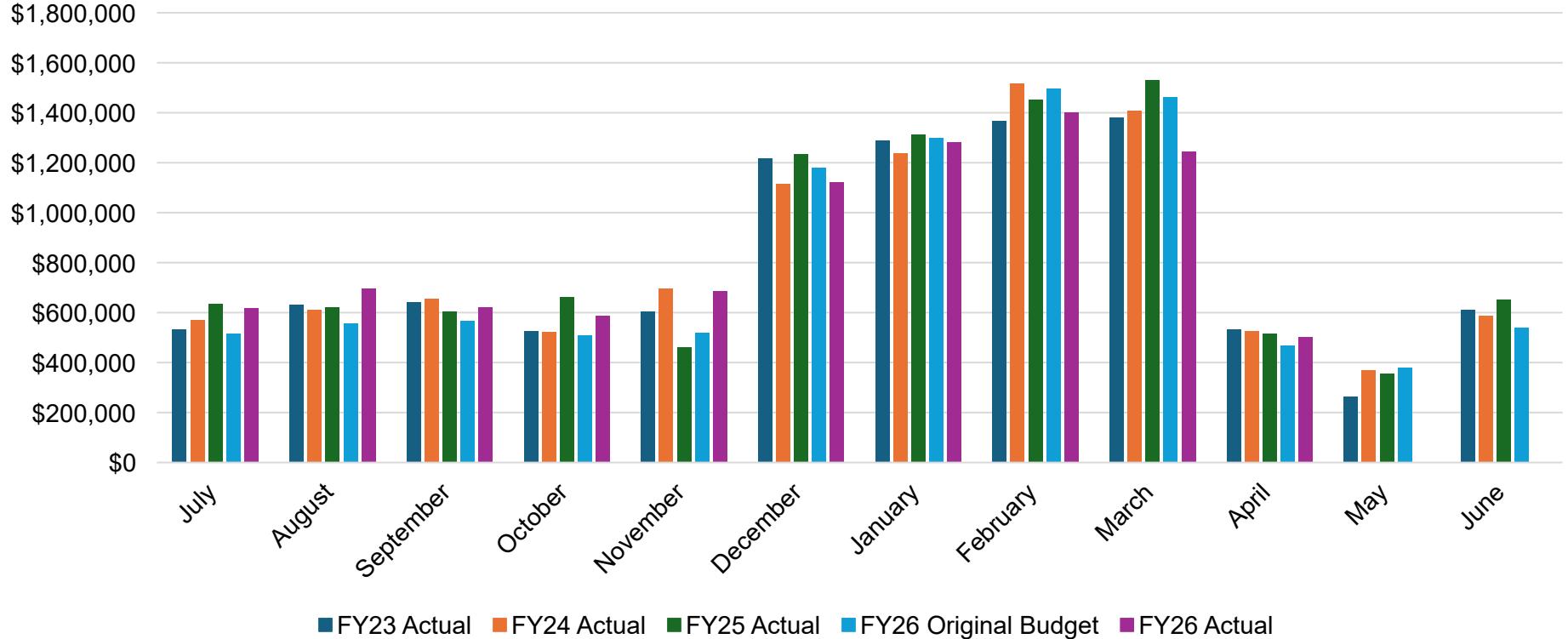
Local Option Sales Tax Distribution

Local Option Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$517,607	\$619,299	-2.32%	19.65%
August	\$631,245	\$612,827	\$623,012	\$557,138	\$697,269	11.92%	25.15%
September	\$641,829	\$655,342	\$604,981	\$567,129	\$620,391	2.55%	9.39%
October	\$526,872	\$521,364	\$661,089	\$508,458	\$587,862	-11.08%	15.62%
November	\$603,371	\$695,129	\$460,257	\$520,975	\$686,489	49.15%	31.77%
December	\$1,216,593	\$1,116,760	\$1,233,701	\$1,179,530	\$1,121,439	-9.10%	-4.92%
January	\$1,288,403	\$1,236,790	\$1,312,696	\$1,300,605	\$1,281,332	-2.39%	-1.48%
February	\$1,366,459	\$1,518,413	\$1,453,765	\$1,498,097	\$1,399,850	-3.71%	-6.56%
March	\$1,380,769	\$1,408,614	\$1,530,462	\$1,464,314	\$1,246,215	-18.57%	-14.89%
April	\$534,284	\$525,152	\$515,667	\$466,595	\$500,842	-2.88%	7.34%

Local Option Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$517,607	\$619,299	-2.32%	19.65%
August	\$1,164,051	\$1,183,618	\$1,257,049	\$1,074,745	\$1,316,568	4.73%	22.50%
September	\$1,805,880	\$1,838,960	\$1,862,030	\$1,641,874	\$1,936,958	4.02%	17.97%
October	\$2,332,752	\$2,360,324	\$2,523,119	\$2,150,333	\$2,524,820	0.07%	17.42%
November	\$2,936,124	\$3,055,453	\$2,983,376	\$2,671,308	\$3,211,309	7.64%	20.21%
December	\$4,152,716	\$4,172,213	\$4,217,077	\$3,850,838	\$4,332,748	2.74%	12.51%
January	\$5,441,119	\$5,409,003	\$5,529,773	\$5,151,443	\$5,614,080	1.52%	8.98%
February	\$6,807,579	\$6,927,416	\$6,983,537	\$6,649,540	\$7,013,930	0.44%	5.48%
March	\$8,188,348	\$8,336,030	\$8,513,999	\$8,113,854	\$8,260,145	-2.98%	1.80%
April	\$8,722,631	\$8,861,182	\$9,029,667	\$8,580,449	\$8,760,987	-2.98%	2.10%

Local Option Sales Tax Distribution

Local Option Sales Tax Historical Sales Tax Revenues July - December



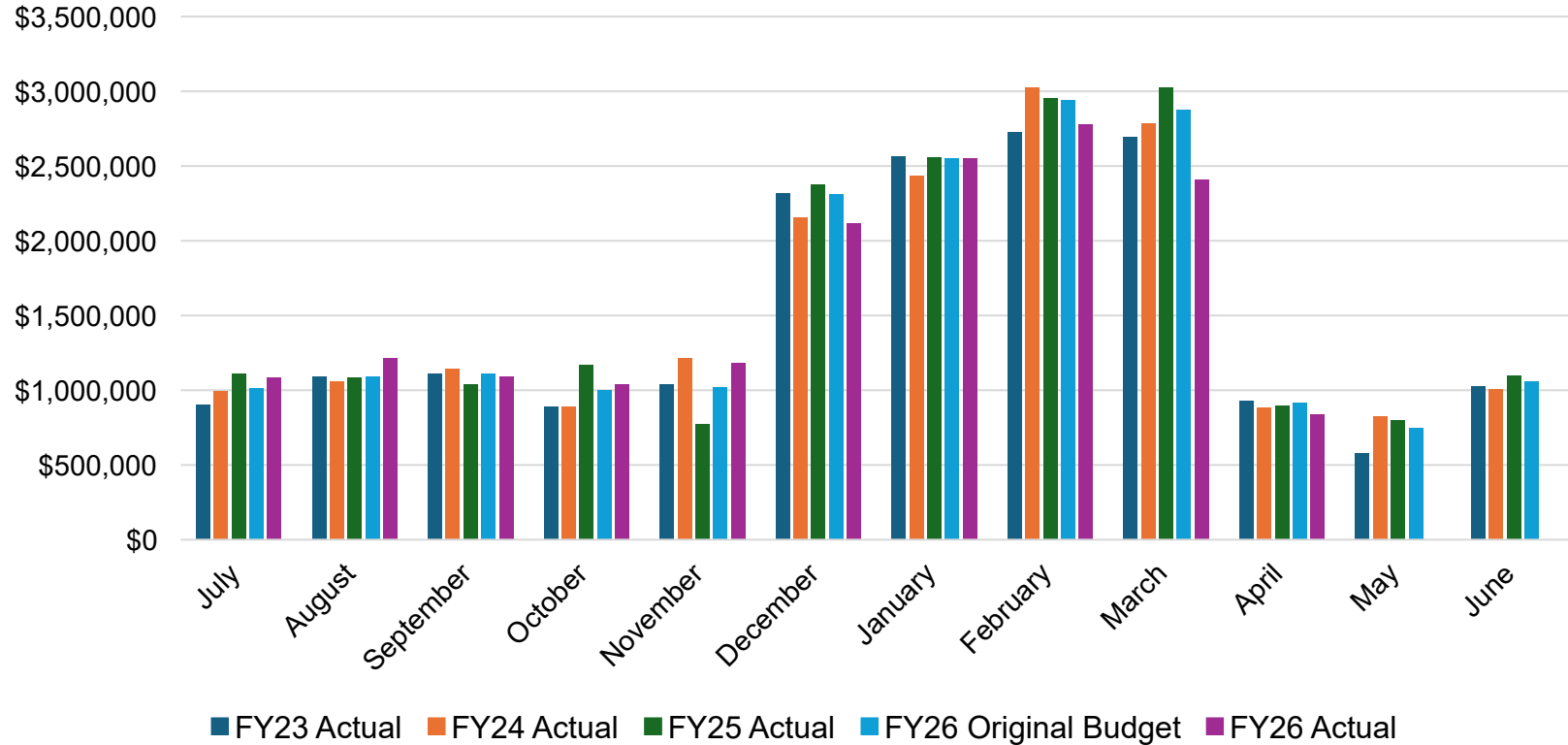
Resort Sales Tax Distribution

Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$902,234	\$992,105	\$1,112,701	\$1,057,362	\$1,087,122	-2.3%	2.81%
August	\$1,090,337	\$1,059,869	\$1,086,352	\$1,138,116	\$1,215,741	11.91%	6.82%
September	\$1,110,616	\$1,146,679	\$1,037,171	\$1,158,524	\$1,092,154	5.30%	-5.73%
October	\$890,992	\$893,576	\$1,169,253	\$1,038,673	\$1,039,080	-11.13%	0.04%
November	\$1,039,947	\$1,212,812	\$773,844	\$1,064,242	\$1,182,681	52.83%	11.13%
December	\$2,315,835	\$2,158,917	\$2,377,602	\$2,409,531	\$2,119,277	-10.86%	-12.05%
January	\$2,564,038	\$2,432,537	\$2,559,004	\$2,656,861	\$2,550,252	-0.34%	-4.01%
February	\$2,726,224	\$3,023,451	\$2,952,963	\$3,060,296	\$2,776,363	-5.98%	-9.28%
March	\$2,695,158	\$2,786,974	\$3,026,430	\$2,991,284	\$2,409,708	-20.38%	-19.44%
April	\$932,691	\$882,741	\$895,149	\$953,155	\$840,561	-6.10%	-11.81%

Resort Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$902,234	\$992,105	\$1,112,701	\$1,057,362	\$1,087,122	-2.30%	2.81%
August	\$1,992,571	\$2,051,973	\$2,199,053	\$2,195,478	\$2,302,864	4.72%	4.89%
September	\$3,103,187	\$3,198,652	\$3,236,224	\$3,354,002	\$3,395,018	4.91%	1.22%
October	\$3,994,179	\$4,092,228	\$4,405,478	\$4,392,675	\$4,434,098	0.65%	0.94%
November	\$5,034,126	\$5,305,040	\$5,179,321	\$5,456,917	\$5,616,779	8.45%	2.93%
December	\$7,349,960	\$7,463,957	\$7,556,923	\$7,866,447	\$7,736,055	2.37%	-1.66%
January	\$9,913,998	\$9,896,494	\$10,115,927	\$10,523,308	\$10,286,308	1.68%	-2.25%
February	\$12,640,222	\$12,919,945	\$13,068,890	\$13,583,604	\$13,062,670	-0.05%	-3.84%
March	\$15,335,380	\$15,706,920	\$16,095,320	\$16,574,888	\$15,472,378	-3.87%	-6.65%
April	\$16,268,072	\$16,589,661	\$16,990,468	\$17,528,042	\$16,312,939	-3.99%	-6.93%

Resort Sales Tax Distribution

Resort Sales Tax Historical Sales Tax Revenues July - December



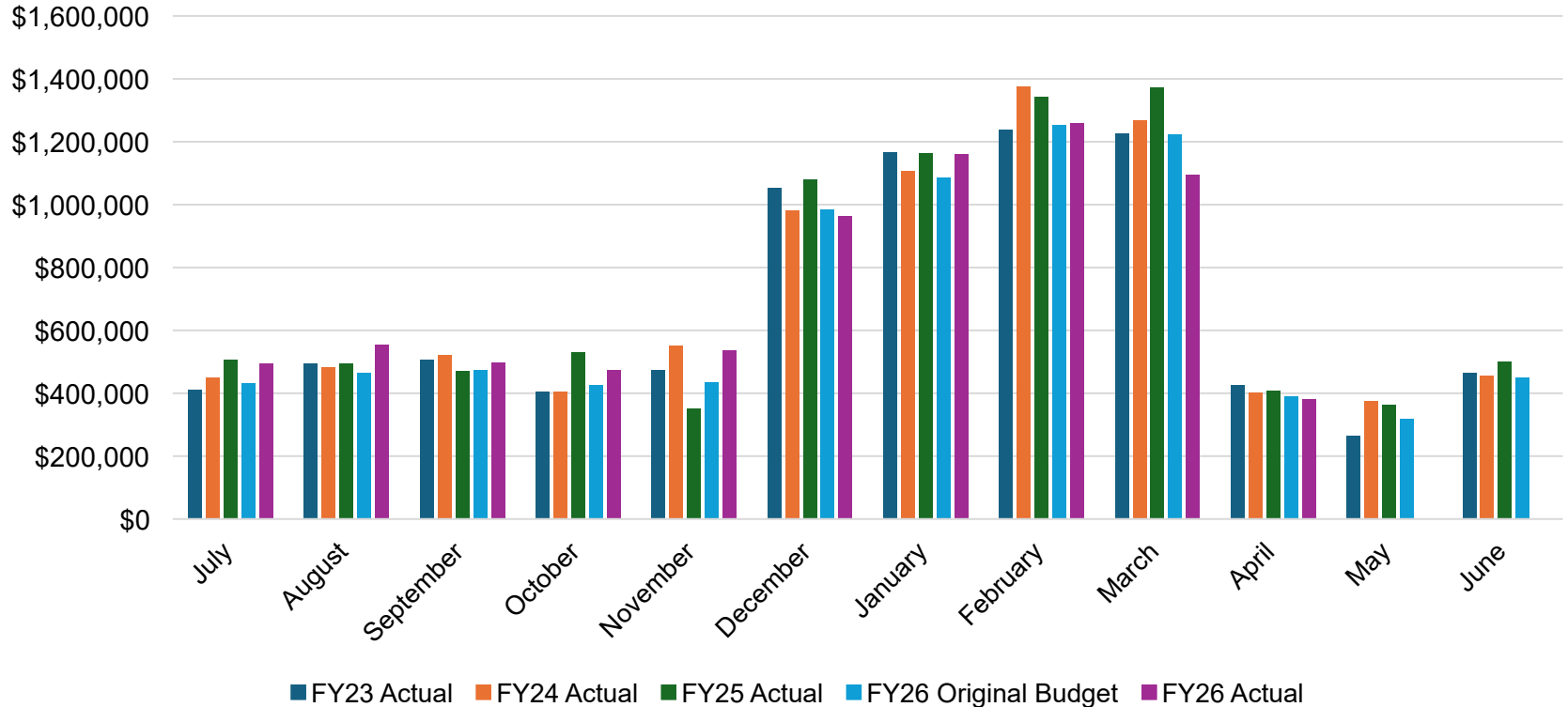
Additional Resort Sales Tax Distribution

Additional Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$410,098	\$450,843	\$505,773	\$432,430	\$494,146	-2.3%	14.27%
August	\$495,728	\$481,736	\$493,770	\$465,456	\$552,579	11.91%	18.72%
September	\$504,874	\$521,445	\$471,424	\$473,802	\$496,449	5.31%	4.78%
October	\$405,064	\$406,125	\$531,437	\$424,787	\$472,281	-11.13%	11.18%
November	\$472,578	\$551,277	\$351,757	\$435,244	\$537,479	52.80%	23.49%
December	\$1,052,556	\$981,330	\$1,080,732	\$985,427	\$963,315	-10.86%	-2.24%
January	\$1,165,489	\$1,105,719	\$1,163,260	\$1,086,578	\$1,159,231	-0.35%	6.69%
February	\$1,239,279	\$1,374,298	\$1,342,632	\$1,251,571	\$1,260,070	-6.15%	0.68%
March	\$1,225,089	\$1,266,815	\$1,372,912	\$1,223,347	\$1,095,360	-20.22%	-10.46%
April	\$424,156	\$401,112	\$406,853	\$389,812	\$381,938	-6.12%	-2.02%

Additional Resort Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$410,098	\$450,843	\$505,773	\$432,430	\$494,146	-2.30%	14.27%
August	\$905,825	\$932,579	\$999,543	\$897,886	\$1,046,725	4.72%	16.58%
September	\$1,410,700	\$1,454,025	\$1,470,967	\$1,371,688	\$1,543,174	4.91%	12.50%
October	\$1,815,764	\$1,860,150	\$2,002,404	\$1,796,475	\$2,015,455	0.65%	12.19%
November	\$2,288,342	\$2,411,427	\$2,354,161	\$2,231,719	\$2,552,934	8.44%	14.39%
December	\$3,340,897	\$3,392,757	\$3,434,892	\$3,217,146	\$3,516,249	2.37%	9.30%
January	\$4,506,387	\$4,498,476	\$4,598,152	\$4,303,724	\$4,675,480	1.68%	8.64%
February	\$5,745,665	\$5,872,774	\$5,940,784	\$5,555,295	\$5,935,550	-0.09%	6.84%
March	\$6,970,754	\$7,139,589	\$7,313,696	\$6,778,642	\$7,030,910	-3.87%	3.72%
April	\$7,394,911	\$7,540,701	\$7,720,550	\$7,168,454	\$7,412,848	-3.99%	3.41%

Additional Resort Sales Tax Distribution

Additional Resort Tax Historical Sales Tax Revenues July - December



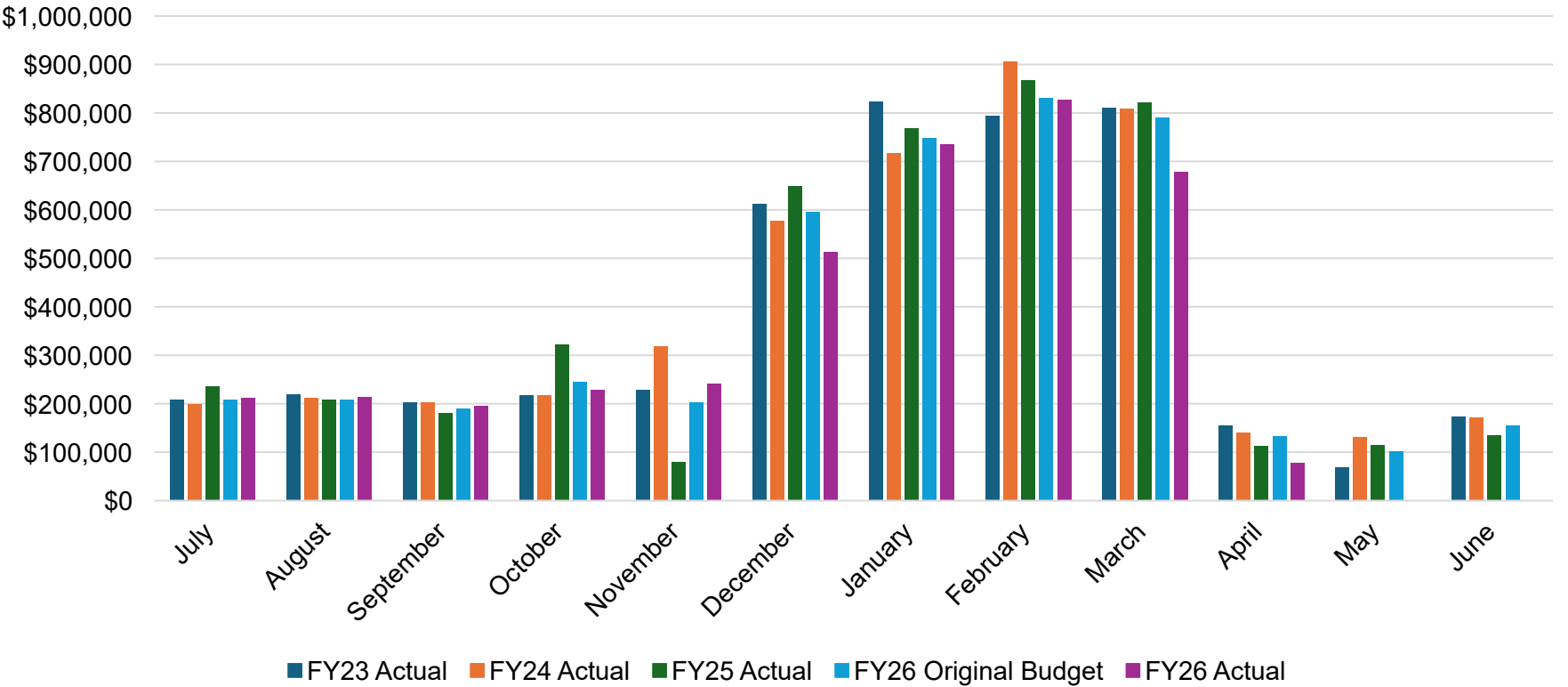
Transient Room Tax Distribution

Transient Room Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$208,394	\$212,771	-9.85%	2.10%
August	\$219,874	\$212,683	\$209,093	\$207,771	\$213,046	1.89%	2.54%
September	\$203,178	\$203,721	\$181,611	\$190,564	\$195,636	7.72%	2.66%
October	\$217,406	\$217,701	\$322,638	\$245,364	\$228,208	-29.27%	-6.99%
November	\$229,493	\$319,441	\$78,992	\$203,327	\$242,357	206.81%	19.20%
December	\$611,583	\$577,710	\$649,471	\$595,407	\$512,562	-21.08%	-13.91%
January	\$823,076	\$717,139	\$768,614	\$747,617	\$736,243	-4.21%	-1.52%
February	\$793,379	\$906,424	\$868,234	\$831,551	\$826,607	-4.79%	-0.59%
March	\$811,367	\$809,258	\$821,500	\$790,780	\$679,405	-17.30%	-14.08%
April	\$154,497	\$141,257	\$113,692	\$132,582	\$77,575	-31.77%	-41.49%

Transient Room Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$208,394	\$212,771	-9.85%	2.10%
August	\$427,810	\$412,307	\$445,106	\$416,165	\$425,818	-4.33%	2.32%
September	\$630,988	\$616,027	\$626,717	\$606,729	\$621,454	-0.84%	2.43%
October	\$848,393	\$833,728	\$949,356	\$852,093	\$849,662	-10.50%	-0.29%
November	\$1,077,886	\$1,153,169	\$1,028,347	\$1,055,421	\$1,092,019	6.19%	3.47%
December	\$1,689,469	\$1,730,880	\$1,677,819	\$1,650,827	\$1,604,581	-4.37%	-2.80%
January	\$2,512,545	\$2,448,018	\$2,446,433	\$2,398,444	\$2,340,823	-4.32%	-2.40%
February	\$3,305,925	\$3,354,443	\$3,314,667	\$3,229,996	\$3,167,430	-4.44%	-1.94%
March	\$4,117,292	\$4,163,701	\$4,136,167	\$4,020,775	\$3,846,835	-7.00%	-4.33%
April	\$4,271,788	\$4,304,958	\$4,249,859	\$4,153,357	\$3,924,411	-7.66%	-5.51%

Transient Room Tax Distribution

Transient Room Sales Tax Historical Sales Tax Revenues July - December



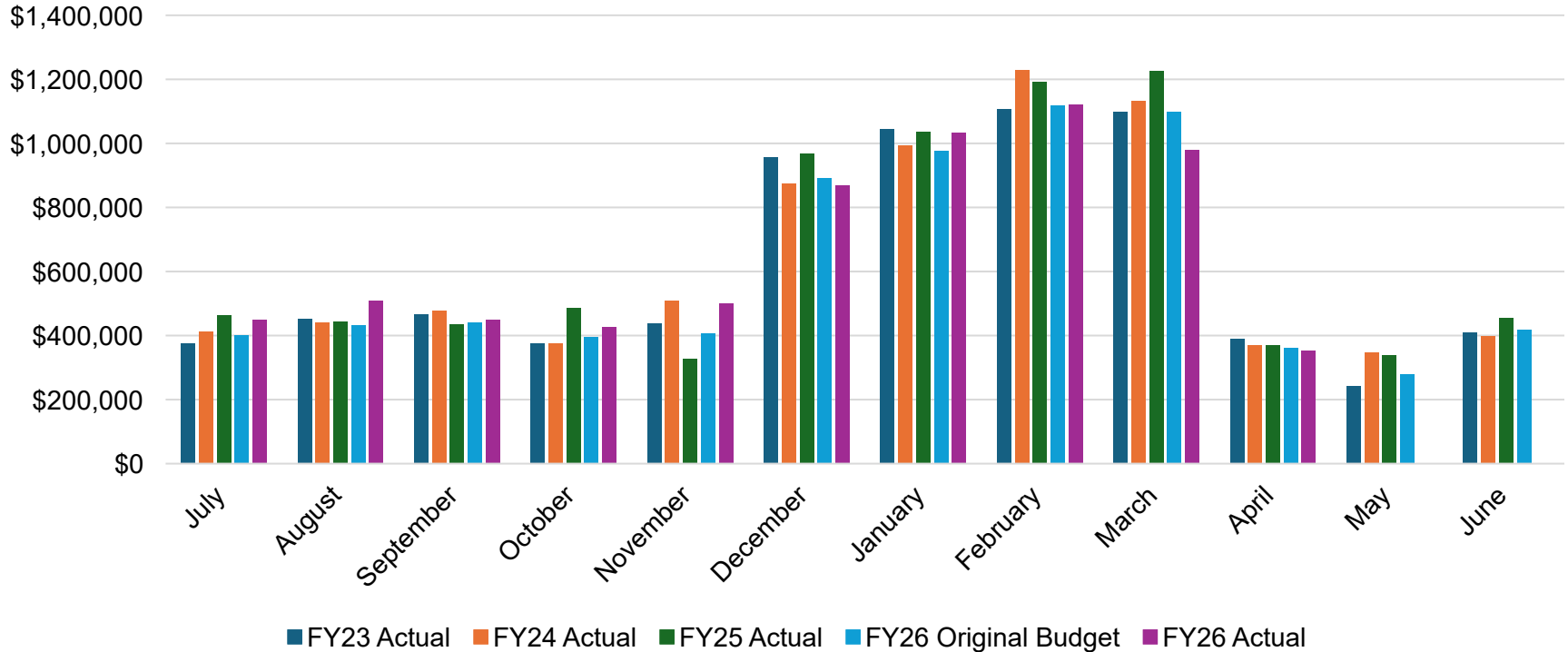
Transportation Sales Taxes Distribution

Transportation Sales Taxes - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$401,821	\$448,663	-2.99%	11.66%
August	\$453,180	\$439,674	\$442,599	\$431,618	\$509,612	15.14%	18.07%
September	\$467,427	\$477,474	\$434,807	\$440,552	\$449,941	3.48%	2.13%
October	\$375,061	\$375,137	\$487,245	\$395,218	\$426,884	-12.39%	8.01%
November	\$437,648	\$507,667	\$326,755	\$405,575	\$500,820	53.27%	23.48%
December	\$955,716	\$874,845	\$969,064	\$891,227	\$869,437	-10.28%	-2.44%
January	\$1,043,825	\$994,634	\$1,036,865	\$976,871	\$1,033,700	-0.31%	5.82%
February	\$1,107,890	\$1,229,933	\$1,191,877	\$1,120,042	\$1,122,059	-5.86%	0.18%
March	\$1,099,522	\$1,134,098	\$1,225,418	\$1,099,585	\$978,926	-20.11%	-10.97%
April	\$390,607	\$371,011	\$369,760	\$362,805	\$352,206	-4.75%	-2.92%

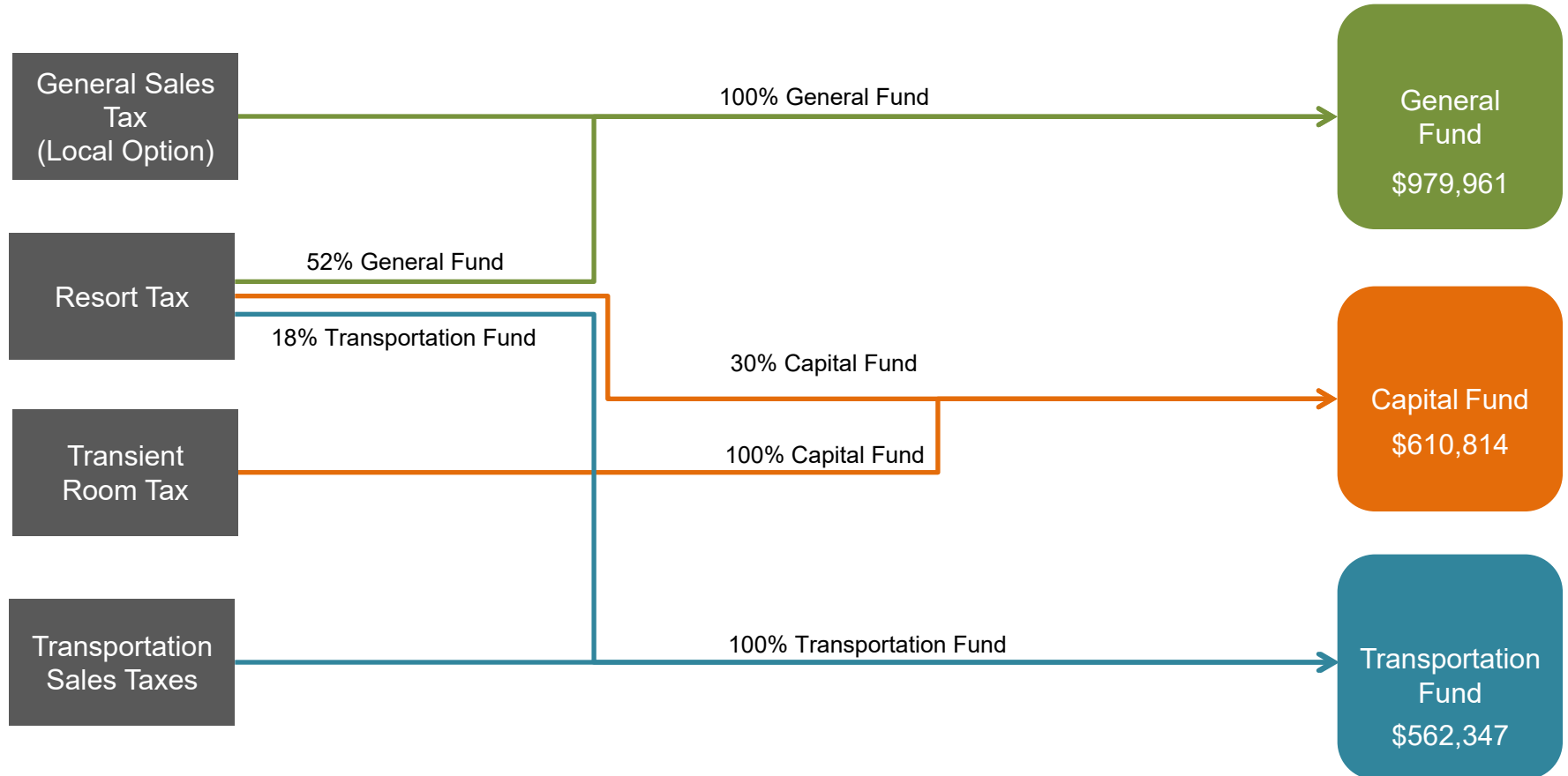
Transportation Sales Taxes - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Adjusted Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$401,821	\$448,663	-2.99%	11.66%
August	\$830,296	\$852,890	\$905,110	\$833,439	\$958,275	5.87%	14.98%
September	\$1,297,723	\$1,330,364	\$1,339,916	\$1,273,991	\$1,408,216	5.10%	10.54%
October	\$1,672,784	\$1,705,501	\$1,827,162	\$1,669,209	\$1,835,101	0.43%	9.94%
November	\$2,110,432	\$2,213,168	\$2,153,917	\$2,074,784	\$2,335,920	8.45%	12.59%
December	\$3,066,148	\$3,088,013	\$3,122,981	\$2,966,011	\$3,205,357	2.64%	8.07%
January	\$4,109,973	\$4,082,647	\$4,159,846	\$3,942,882	\$4,239,057	1.90%	7.51%
February	\$5,217,863	\$5,312,580	\$5,351,723	\$5,062,924	\$5,361,117	0.18%	5.89%
March	\$6,317,384	\$6,446,678	\$6,577,141	\$6,162,509	\$6,340,043	-3.60%	2.88%
April	\$6,707,992	\$6,817,689	\$6,946,901	\$6,525,314	\$6,692,250	-3.67%	2.56%

Transportation Sales Taxes Distribution

Transportation Sales Taxes
Historical Sales Tax Revenues July - December
(Excludes Additional Mass Transit Tax 2nd Quarter)



April Sales Tax Revenue by Fund



City Council Staff Report

Subject: 2025-2026 Bonanza Winter Shuttle Report
Author: Julia Collins, Robbie Smoot, Tim Sanderson
Department: Transportation
Date: July 9, 2026

Executive Summary

In 2025-2026, the Bonanza Flat Winter Shuttle Pilot successfully expanded winter access to the Bonanza Flat Conservation Area while advancing Park City's transportation and recreation access goals.

Funded through revenues generated from the 2025 Bonanza Flat summer paid parking pilot, the winter shuttle represented a significant expansion beyond previous years' seasonal service. Historically, winter shuttle operations were limited to roughly 10+ days in early December and then weather-dependent in the Spring. The 2026 changes to the shuttle allowed for consistent access on Friday, Saturday, and Sunday all winter, from mid-December through March.

For the 2025-2026 season, staff implemented a pilot shuttle program that:

- Extended service throughout the winter season;
- Increased daily service hours by approximately 100 percent;
- Increased operating days by approximately 300 percent;
- Reconfigured the route to connect directly with the 9 Purple Route, creating a shorter and more efficient shuttle route while improving regional transit connections; and
- Expanded overall winter recreation capacity through the deployment of 11-passenger vans.

Despite below-average snowfall, the shuttle carried 3,994 passenger trips over the 15-week pilot period, demonstrating continued demand for winter transit access. The Bonanza Flat area was the only consistently groomed product in Park City during the 2026 winter season. The service also strengthened connections to the broader Park City Transit network through the 9 Purple Route, helping reduce dependence on personal vehicle travel for recreation access.

Key findings from the pilot include:

- Strong public utilization of the expanded winter shuttle service, with 3,994 passenger boardings during the pilot season;
- Successful integration with the 9 Purple Route, creating a more efficient operating model and improved transit connectivity;
- Demonstrated ability to use paid parking revenues to directly support mobility investments within the Bonanza Flat Conservation Area; and

- Continued progress toward the Bonanza Flat Area Management Strategy (BFAMS) goals of managing congestion, improving safety, and expanding sustainable access.

Staff is evaluating operational refinements and long-term funding options and will return to Council with recommendations regarding future winter operations.

2025-2026 Winter Shuttle Pilot Implementation

Using surplus revenues generated from the 2025 Bonanza Flat paid parking program, Transportation staff implemented a Winter Shuttle Pilot intended to evaluate the effectiveness of expanded transit access to Bonanza Flat during the winter recreation season.

The pilot included several substantial changes from prior winter operations:

- Expansion from a limited seasonal service model to a full winter-season pilot;
- Approximately double the daily service span compared with previous years;
- Approximately triple the number of operating days;
- Route restructuring to create a direct connection with the 9 Purple Route;
- Shorter shuttle circulation routes to improve operational efficiency and reliability; and
- Increased capacity through vendor contract-operated 11-passenger vans with bike and ski racks.

The pilot was designed to determine whether expanded transit service could improve winter access, reduce parking demand and roadway congestion, enhance safety, and provide a more reliable recreation access option for residents and visitors.

Transit Performance

During the 15-week pilot season, the Bonanza Flat Winter Shuttle provided 3,994 passenger trips.

- Friday Ridership: 876 boardings
- Saturday Ridership: 1,595 boardings
- Sunday Ridership: 1,523 boardings
- Total Ridership: 3,994 boardings
- Average Weekly Ridership: 266 passenger trips

Ridership levels were particularly encouraging given below-average snowfall conditions during portions of the season. Results indicate continued demand for winter access to Bonanza Flat and validate the concept of providing a consistent, season-long transit option rather than concentrating service solely during two winter months.

The pilot also demonstrated the value of integrating the shuttle with the 9 Purple Route, creating a transit connection and improving access through the broader Park City Transit network.

Funding

The Winter Shuttle Pilot was funded using revenues generated from the 2025 Bonanza Flat paid parking pilot. The summer pilot generated \$318,921 in parking revenue and incurred an estimated \$227,538 in transit operating costs, resulting in an estimated surplus of \$91,383.

Consistent with City Council direction and the Bonanza Flat Area Management Strategy, these revenues were reinvested into mobility improvements within the Bonanza Flat Conservation Area. As discussed during the [February 6, 2025, Council meeting](#), Bonanza Flat parking revenues are restricted to transportation and conservation purposes within the Bonanza Flat Conservation Area. Staff will continue to track and report actual operating costs against these estimates.

The Winter Shuttle Pilot cost \$64,000. In this case, revenues generated through the paid parking program were sufficient to cover the cost of winter shuttle operations. However, the intent of the funding model is to recover operational costs and reinvest in transportation and conservation improvements, not to generate excess revenue. Future revenues may vary based on parking demand, transit operating costs, capital needs, and other management priorities within the Bonanza Flat Conservation Area.

Because the summer pilot generated slightly more revenue than needed to cover summer operating costs, staff were able to extend the shuttle model into the winter season. Staff is evaluating long-term funding options for the winter shuttle to determine whether the service can be continued in a consistent, financially sustainable manner beyond the pilot period.

Next Steps and Conclusion

The 2026 Winter Shuttle Pilot demonstrated that shuttle service can provide a viable access-management tool for the Bonanza Flat Conservation Area during winter conditions. The pilot also showed that paid parking revenues can be reinvested directly into transportation services that support year-round access to recreation.

Staff recommends continuing to evaluate this model, with refinements to operations, cost tracking, and funding assumptions. Continued winter shuttle service should be considered within the broader context of available parking revenues, operating costs, capital investment needs, conservation priorities, and Council direction.

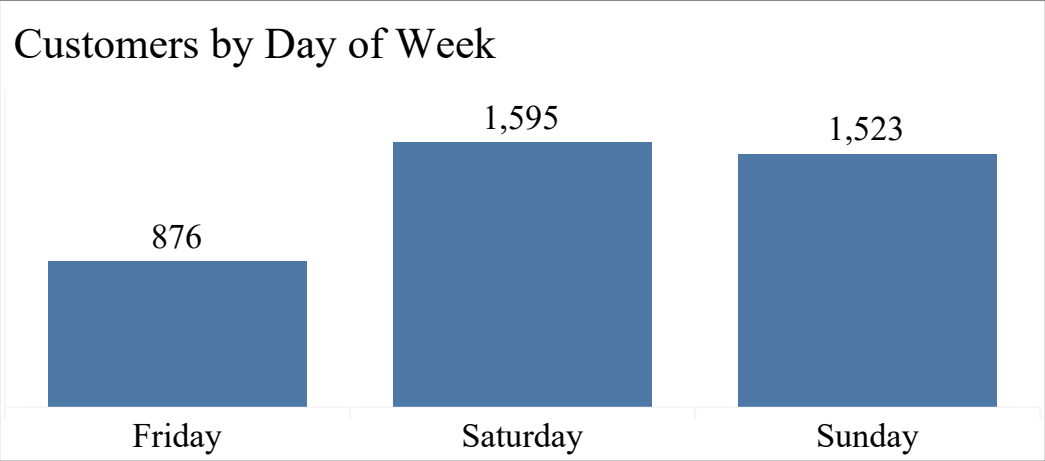
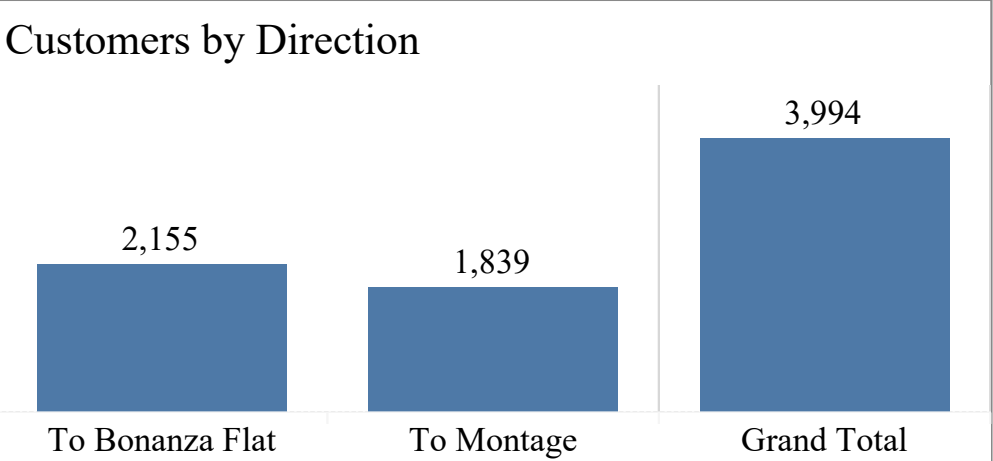
Staff will issue a request for proposals this fall to secure a new three-year shuttle operations contract, refine future service costs, and return to Council with updated funding and implementation recommendations.

Exhibits

Exhibit A: Winter Shuttle Pilot KPI Summary

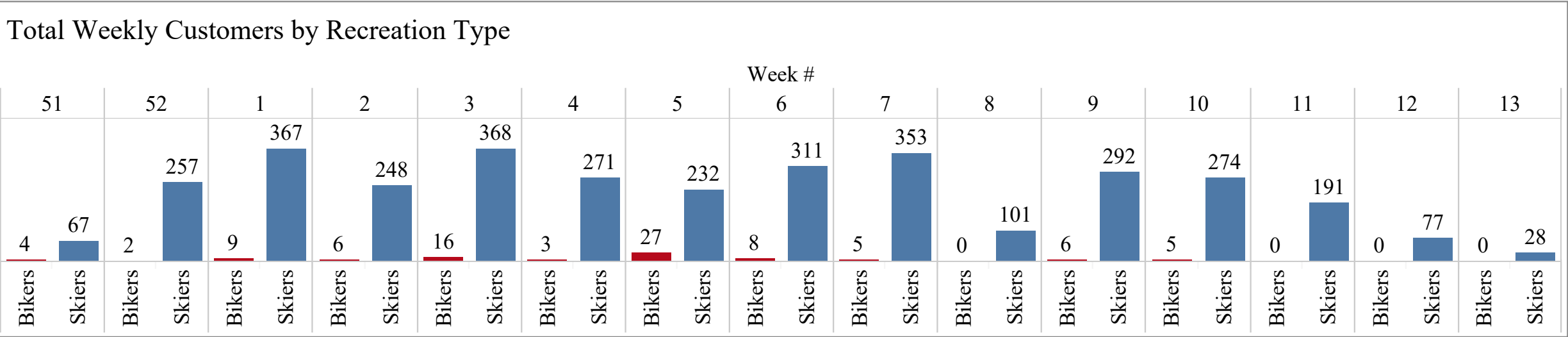
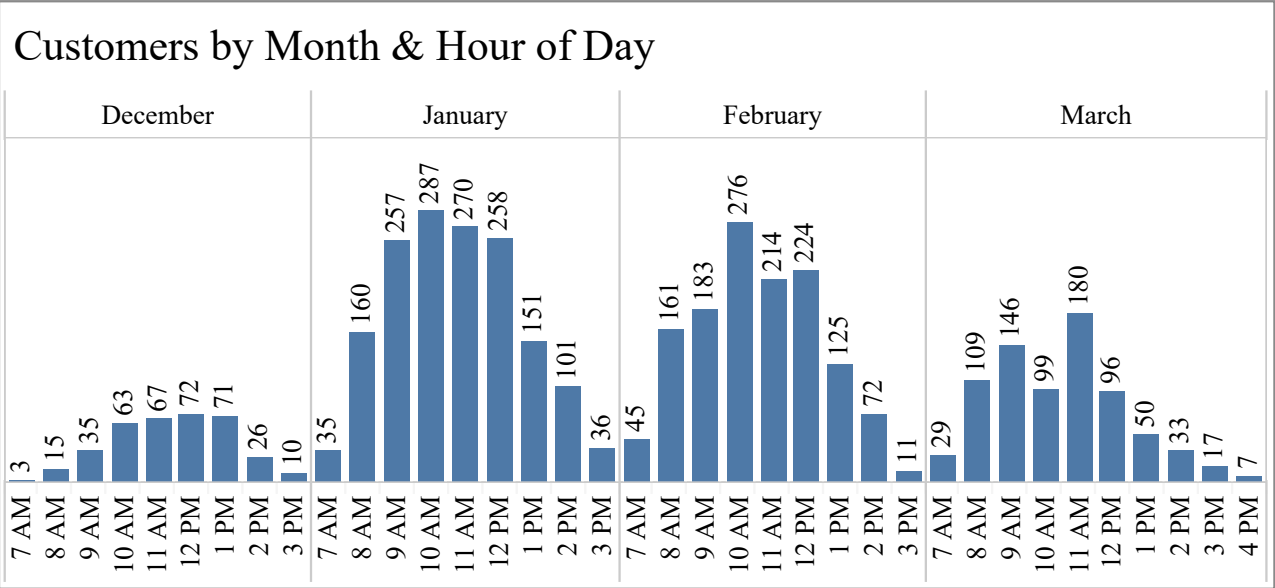
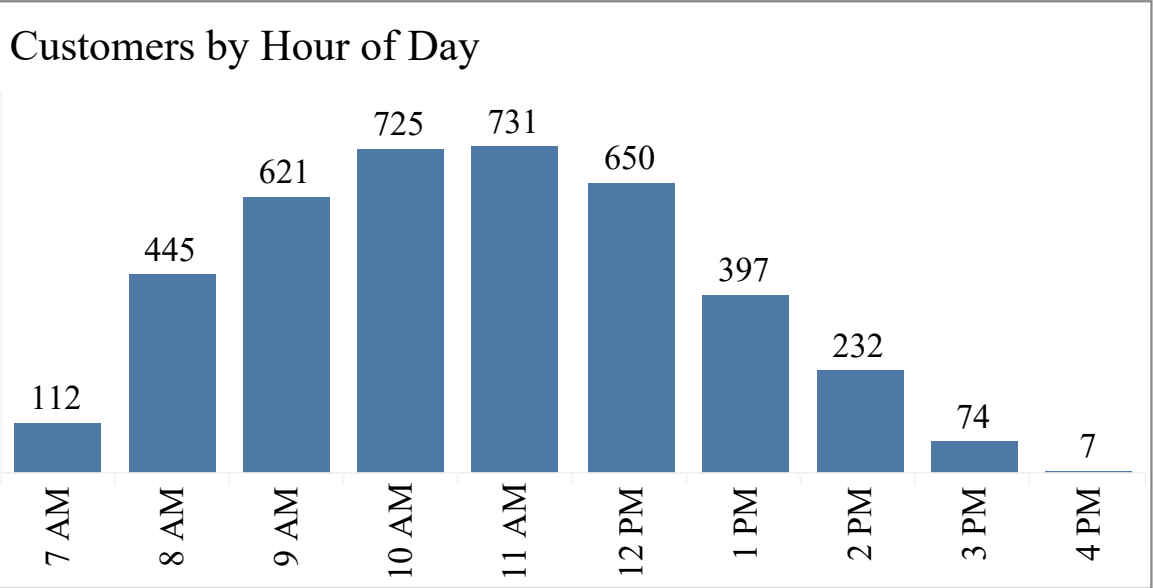
Exhibit B: Shuttle Map and Timetable

Bonanza Flat Winter Shuttle Pilot Summary (December 19, 2025 - March 28, 2026)



Cost per Customer

December: \$20.3
January: \$10.6
February: \$11
March: \$21



Source: Park City Transportation, May 2026



How to Ride Park City Transit's Purple Line to the Bonanza Winter Shuttle

Park City Transit Purple Route Schedule



To Montage	
A	B
Main St. (OTTC)	Montage (Arrive)
5:36 AM	5:44 AM
6:06 AM	6:14 AM
6:36 AM	6:44 AM
7:06 AM	7:14 AM
7:36 AM	7:44 AM
8:06 AM	8:14 AM
8:36 AM	8:44 AM
9:06 AM	9:14 AM
9:36 AM	9:44 AM
10:06 AM	10:14 AM
10:36 AM	10:44 AM
11:06 AM	11:14 AM
11:36 AM	11:44 AM
12:06 PM	12:14 PM
12:36 PM	12:44 PM
1:06 PM	1:14 PM
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6:36 PM	6:44 PM
7:06 PM	7:14 PM
7:36 PM	7:44 PM
8:06 PM	8:14 PM
8:36 PM	8:44 PM
9:06 PM	9:14 PM
9:36 PM	9:44 PM
10:06 PM	10:14 PM
10:36 PM	10:44 PM
11:06 PM	11:14 PM

To Main St.	
B	A
Montage (Depart)	Main St. (OTTC)
5:49 AM	5:59 AM
6:19 AM	6:29 AM
6:49 AM	6:59 AM
7:19 AM	7:29 AM
7:49 AM	7:59 AM
8:19 AM	8:29 AM
8:49 AM	8:59 AM
9:19 AM	9:29 AM
9:49 AM	9:59 AM
10:19 AM	10:29 AM
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7:49 PM	7:59 PM
8:19 PM	8:29 PM
8:49 PM	8:59 PM
9:19 PM	9:29 PM
9:49 PM	9:59 PM
10:19 PM	10:29 PM
10:49 PM	10:59 PM
11:19 PM	11:29 PM

Bonanza Winter Shuttle Schedule

Repeats every hour on the hour
Friday-Sunday, 8:45 a.m.-3:30 p.m.

Empire Canyon Lodge to Empire Pass

:14

:44

Empire Pass to Empire Canyon Lodge

:29

:59



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

June 25, 2026

The Council of Park City, Summit County, Utah, met in open meeting on June 25, 2026, at 1:30 p.m. in the Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property and advice of counsel at 1:32 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

CLOSED SESSION

Council Member Zegarra moved to adjourn from Closed Meeting at 4:47 p.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

WORK SESSION

Review the Vision Study for Three Kings Drive Right-of-Way Walkability Improvements:

Julia Collins and Logan Jones, Transportation Planning Department, and Chris Price, Kimley Horn Consultant, presented this item. Collins indicated that Phase II improvements would be limited to the City right-of-way. She reviewed the background and funding for Phase I of this project. Jones summarized outreach efforts that were made in that neighborhood, and he stated the feedback reflected the recommendation of having a six-foot sidewalk, separating bikes and pedestrians, and narrowing the roadway. He noted the timeline for this project would be final design by the fall and 2027 construction. Collins stated most of the project would be funded by a UDOT grant.

Council Member Ciraco asked staff to summarize the input from the residents on minimizing the impact to the existing vegetation. Jones stated they felt confident the large vegetation would not be impacted. They didn't know the exact layout of the sidewalk at this point. Collins indicated they would continue communicating with the

homeowners as the project proceeded and they would come back to Council if there were concerns with the mitigation efforts.

Council Member Toly asked that staff work with businesses in that area such as Silver Star so they would be minimally impacted. Council Member Zegarra thanked staff for their efforts. Council Member Parigian asked if there was enough room for a sidewalk in that area, to which Jones stated there was a 50-foot right of way. Price stated they would narrow the road to protect the mature landscaping. Council Member Parigian was not sure that the road should be reduced for the sidewalk and expressed concern that a narrow road would not protect the bicyclists. Collins noted a narrow road would reduce speeding. Council Member Miller supported the recommended alternative.

Mayor Dickey shared Council Member Parigian's concerns with the reduced area for bikes and felt the plan seemed disconnected with what was being done on Little Kate. He wanted the Council to have a discussion on a strategy for bikes. The Council agreed to move forward with the design as proposed.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Adam Lenhard, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly reviewed the Governor issued a temporary fireworks restriction through Independence Day. Park City had a fireworks ban. She stated the Fire Chief would issue a red flag warning on Friday and Saturday. She asked the public not to risk starting fires. Council Member Ciraco acknowledged Michelle Kellogg, City Recorder, for winning the Republican Primary race for Wasatch County Clerk/Auditor.

III. APPOINTMENTS

1. Re-Appoint Pam Ross and Appoint Mindy Fauntleroy to the Nonprofit Services Advisory Committee for a Term Ending June 30, 2029:

Council Member Toly moved to re-appoint Pam Ross and appoint Mindy Fauntleroy to the Nonprofit Services Advisory Committee for a term ending June 30, 2029. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

2. Re-Appoint Holland Lincoln and Jody Whitesides, and Appoint Austin Lau and Meredith Riley to the Recreation Advisory Board for Terms Ending June 30, 2029:

Council Member Parigian moved to re-appoint Holland Lincoln and Jody Whitesides, and appoint Austin Lau and Meredith Riley to the Recreation Advisory Board for Terms ending June 30, 2029. Council Member Zegarra seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

3. Re-Appoint Greg Hembrock to the Library Board for a Term Ending June 30, 2029:

Council Member Parigian moved to re-appoint Greg Hembrock to the Library Board for a term ending June 30, 2029. Council Member Miller seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

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

Mayor Dickey opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Suzette Robarge 84060 listened to the work session on Three Kings Drive and she wondered if a traffic study had been performed. She didn't think the road was busy and she supported Option Four, which would only have improvements from the water treatment plant to the resort. She preferred not to have a walking path. Her mother had a 25-year-old tree that could be impacted with a sidewalk. She felt the golf balls were the most threatening aspect of that area.

Carolyn Williams had mature landscaping, and she didn't want a sidewalk. She felt living next to the Park City Golf Course was not pleasant anymore. She saw people

walking on the street and there were no conflicts with vehicles. Winter was a different story but now there were buses. She wanted to keep her neighborhood lovely.

Adam Block was a new resident of Three Kings Drive. He felt the City was very receptive to design considerations. He thought the sidewalk was necessary since buses passed each other and during the winter months. He supported this project.

Ben Farrow 84060, Three Kings HOA President, surveyed the 96 members on this project and there was 100% support for the project. They had ideas to improve the project that dealt with connectivity with other roads. Transit ran both ways so thinking about how people accessed the bus stops should be considered. Also, he hoped there would be connectivity with other transportation modes. He indicated the Planning Commission would be approving the Eagle lift and he felt the bus stop would be utilized a lot more. He suggested planning for a crossing at Silver King Drive and access into the resort would enhance the project. This was not a sidewalk project, but it was a multimodal project.

Mayor Dickey closed the public input portion of the meeting.

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 4 and 11, 2026:

Council Member Toly moved to approve the City Council meeting minutes from June 4 and 11, 2026. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

VI. CONSENT AGENDA

1. Request to Adopt Resolution 13-2026, a Resolution Adopting the FY27 Utah Retirement Systems Contributions for Tier 2 Public Safety Employees, Effective July 1, 2026, for Park City Municipal Corporation:

2. Request to Adopt Resolution 14-2026, a Resolution Approving the Cable Television Franchise Agreement Between Comcast of Utah II, Inc. and Park City Municipal Corporation and Authorizing the City Manager to Execute the Agreement:

3. Request to Authorize the City Manager to Execute Contracts, in a Form Approved by the City Attorney's Office and as Recommended by the Public Art Advisory Board, Not to Exceed \$115,000 for the Design and Installation of

Artwork at Twenty Bus Shelters as Part of Park City's Bus Stop Improvement Project Phase II:

4. Request to Authorize the Mayor to Execute an Easement, in a Form Approved by the City Attorney's Office, Granting Rocky Mountain Power the Ability to Install, Operate, and Maintain Electrical Infrastructure within City Park:

5. Request to Approve an Amendment to the Construction Contract with Bailey Builder's Inc., to Increase the Not-to-Exceed Cost to \$1,970,000 and Extend the Term by Two Months, in a Form Approved by the City Attorney's Office, for the Redevelopment of 516 Marsac Avenue into Employee Housing:

Council Member Zegarra moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2026-16, an Ordinance Amending Title 2, Chapter 8, Section 18 of the Park City Code, Related to the Neighborhoods First Streets Committee:

Becky Gutknecht, Assistant City Engineer, presented this item and reviewed that this program was established in 2023 with the goal to improve safety and livability on the City's streets. They received requests from different neighborhoods that were reviewed and responded to through this committee. She gave some examples of ongoing and completed projects through this program.

Gutknecht stated the committee had a resident representative and they would like to add an alternate resident committee member who could vote in the absence of the resident representative. They also amended the Resident Advocate representative by having the City Manager designate a person to fill that role.

Mayor Dickey opened public input. No comments were given. Mayor Dickey closed public input.

Council Member Miller was impressed with the projects in place to reduce speeding. Mayor Dickey referred to the streetlight software and asked how it collected data. Gutknecht stated it collected anonymous aggregate data, and it could be an opt-in feature on people's cell phones.

Council Member Toly moved to approve Ordinance 2026-16, an ordinance amending Title 2, Chapter 8, Section 18 of the Park City Code, related to the Neighborhoods First Streets Committee. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

VIII. APPOINTMENT

1. Appoint Mike Geer and Carder Lamb (Alternate) to the Neighborhoods First Streets Committee for Terms Ending June 25, 2029:

Council Member Zegarra moved to appoint Mike Geer and Carder Lamb (Alternate) to the Neighborhoods First Streets Committee for terms ending June 25, 2029. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

IX. OLD BUSINESS

1. Consideration to Approve Ordinance 2026-18, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2026–2027 in Park City, Utah:

Sarah Mangano, Human Resources Director, presented this item and reviewed this would revoke the ordinance passed on May 21st and reduce the pay for Mayor and Council.

Mayor Dickey opened public input. No comments were given. Mayor Dickey closed public input.

Council Member Toly moved to approve Ordinance 2026-18, an ordinance establishing compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2026–2027 in Park City, Utah. Council Member Zegarra seconded the motion.

RESULT: APPROVED

AYES: Council Members Miller, Toly, and Zegarra

NAYS: Council Members Ciraco and Parigian

2. Consideration to Approve Ordinance 2026-15, an Ordinance Adopting a Revised Budget for Fiscal Year 2026 and a Final Budget for Fiscal Year 2027 for Park City Municipal Corporation and its Related Agencies and Authorizing the Computation of the Property Tax Rate at a No Tax Increase Rate:

Penny Frates, Jessica Morgan, and Hans Jaspersen, Budget Department, and Erik Daenitz, Zions Bank Public Finance, presented this item. Frates updated Council on adjustments including the Sundance contract fulfillment and Emergency Contingency Fund. Morgan added two capital adjustments for outside legal services and emerging

1 community funding for Clark Ranch. She noted that if the funding was not used, it could
2 be used for affordable housing.

3
4 Mayor Dickey opened the public hearing.

5
6 Craig Weakley, Park City Seniors Board Member, thanked the Council and staff for the
7 seniors' requests for capital and operating funding for the senior center. He noted the
8 need for an executive director and the capital funding for the new senior center building.
9 He felt the Budget staff had been especially helpful.

10
11 Mayor Dickey closed the public hearing.

12
13 Council Member Toly thanked Frates for taking on the budget process with the vacancy
14 for budget director.

15
16 Council Member Ciraco moved to approve Ordinance 2026-15, an ordinance adopting a
17 revised budget for Fiscal Year 2026 and a final budget for Fiscal Year 2027 for Park
18 City Municipal Corporation and its related agencies and authorizing the computation of
19 the property tax rate at a no tax increase rate. Council Member Parigian seconded the
20 motion.

21 **RESULT: APPROVED**

22 **AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

23
24 **3. Consideration to Approve Ordinance 2026-17, an Ordinance Adopting the 2024**
25 **Water Impact Fee Facilities Plan, the 2024 Water Impact Fee Analysis, and**
26 **Amending Title 11, Chapter 13, Sections 1 and 2 of the Park City Code Related to**
27 **Water Impact Fees:**

28 Harrison Holley, Public Utilities Engineer, and Erik Daenitz, Zions Bank Public Finance,
29 presented this item. Holley stated with the passage of the three documents, they would
30 be able to charge the maximum impact fee. He reviewed the uses of impact fees and
31 indicated there were four discussions in work sessions prior to this adoption.

32
33 Mayor Dickey opened the public hearing. No comments were given. Mayor Dickey
34 closed the public hearing.

35
36 Council Member Parigian moved to approve Ordinance 2026-17, an ordinance adopting
37 the 2024 Water Impact Fee Facilities Plan, the 2024 Water Impact Fee Analysis, and
38 amending Title 11, Chapter 13, Sections 1 and 2 of the Park City Code related to Water
39 Impact Fees. Council Member Zegarra seconded the motion.

40 **RESULT: APPROVED**

41 **AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

42
43 **X. ADJOURNMENT**

1 With no further business, the meeting was adjourned.

2

3

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Letter of Concurrence with MAG

Author: Anna Maki, Alex Roy

Department: Transportation Planning

Date: July 9, 2026

Recommendation

Consider a request to authorize the Mayor to sign a Letter of Concurrence and Match Agreement with the Mountainland Association of Governments (MAG) for the Park City Multimodal Wayfinding Plan.

Executive Summary

Park City Municipal Corporation was awarded funding through the Mountainland Association of Governments (MAG) Technical Assistance to Governments (TAG) Program to develop a citywide Multimodal Wayfinding Plan. The Letter of Concurrence and Match Agreement (**Exhibit A**) formalizes the award, establishes project roles and responsibilities, and commits the City's required local match.

Under the agreement, MAG will provide up to \$150,000 toward the development of the Multimodal Wayfinding Plan, while Park City will provide a \$45,000 local match, resulting in a total consultant budget of \$195,000. The project is anticipated to begin in August 2026 and conclude in August 2027.

Background

[Park City Forward](#), the Long Range Transportation Plan, and the [Park City Bike and Pedestrian Plan](#) recommend improved multimodal wayfinding. The City currently maintains wayfinding signage for both roadways and pathways, but the systems are not integrated and have been implemented incrementally over time. The Wayfinding Plan will establish a cohesive approach to wayfinding that better connects the City's networks. **Exhibit B** provides the draft scope of work.

Wayfinding Plan

The Park City Multimodal Wayfinding Plan will establish a coordinated wayfinding system for residents and visitors traveling by vehicle, walking, bicycling, and transit. By looking at all modes with this wayfinding plan, it will help improve navigation, support multimodal transportation goals, and enhance connections to key destinations throughout the community.

MAG's TAG Program provides technical assistance to local governments through consultant services procured and managed by MAG. As part of the award, MAG will lead consultant procurement and contract administration, while City staff will serve as the day-to-day project manager and coordinate with MAG and the selected consultant throughout the planning process.

Funding

The agreement requires a local match of \$45,000. MAG's grant is for a total of \$150,000, resulting in a total project budget of \$195,000. Funding for the local match is

available within the Transportation Planning budget, with additional allocation for anticipated installation costs.

Next Steps

Following execution of the agreement, MAG will initiate consultant procurement and Park City staff will coordinate project kickoff activities. City staff will work with MAG and the selected consultant to develop the Multimodal Wayfinding Plan and return any final recommendations to City Council for consideration upon project completion.

Exhibits

- A Letter of Concurrence and Match Agreement
- B Draft Wayfinding Plan Scope of Work



LETTER OF CONCURRENCE AND MATCH AGREEMENT

This Letter of Concurrence represents a formal agreement between the Mountainland Association of Governments (MAG) and Park City Municipal Corporation (Park City), consistent with their Technical Assistance to Governments (TAG) Program Cycle IV award.

PROJECT INFORMATION

Project Title:	<u>Park City Multimodal Wayfinding Plan</u>
Project Manager:	<u>Anna Maki</u>
Project Manager Email:	<u>anna.maki@parkcity.gov</u>
Project Manager Phone:	<u>(435) 671-2385</u>

LOCAL GOVERNMENT MATCH AGREEMENT

Cash Amount (if applicable):	<u>\$45,000</u>
------------------------------	-----------------

STATION AREA PLAN TECHNICAL ASSISTANCE RESOURCES

MAG Financial Contributions:	<u>\$150,000</u>
Total Consultant Budget:	<u>\$195,000</u>

It is understood that assistance shall be provided in the form of technical consultant services procured and paid for by MAG on behalf of Park City. Any services provided beyond the scope of MAG's contract with the consultant shall not be eligible for reimbursement.

TIMELINE

Estimated Start Date:	<u>July 2026</u>
Estimated End Date:	<u>July 2027</u>

CITY ROLES AND EXPECTATIONS

By accepting the technical assistance award from MAG, Park City agrees to:

- Be responsive to requests for information from MAG
- Participate in the MAG-led consultant procurement process
- Assign city staff to serve as the day-to-day project manager working directly with the selected consultant
- Invite MAG staff assigned to the project to participate in project management and project technical advisory committee meetings

DELIVERABLES

It is understood that the ultimate deliverables resulting from this award is a Multimodal Wayfinding Plan.

It is further understood that the City Council will in earnest consider the final deliverable for adoption.

Date

Signature of Mayor or City Manager

Printed Name and Title

Park City

Multimodal Wayfinding Plan

Draft Scope of Work

PROJECT OBJECTIVES:

Park City is a world-famous year-round tourist destination renowned for its outdoor recreation opportunities and hosting the 2002 and 2034 Winter Olympic Games. The city receives 3–4 million visitors annually, many of whom are first-time and/or foreign visitors. To help residents and visitors navigate the city and access key destinations comfortably and efficiently, technical consultant services are requested to create a consistent and accessible multimodal signage system. Specifically, this effort is designed to:

- Create a seamlessly interconnected ecosystem of multimodal transportation infrastructure, services, and information.
- Establish wayfinding sign designs and specifications for all modes of transportation, including vehicular, transit, pedestrian, and bicycle.
- Build the Park City brand identity/recognition.
- Boost tourism and local spending.
- Improve mobility options for residents and visitors of all ages and abilities, including children, elderly, individuals with limited mobility, and non-English speaking.
- Create an actionable plan for immediate implementation.

PROJECT SCOPE AND DELIVERABLES:

Proposals must include all tasks and deliverables outlined below.

Task
1) Project Initiation and Management The Consultant shall schedule and lead a <u>project kickoff meeting</u> with Park City Municipal Corporation (City) and Mountainland Association of Governments (MAG) to introduce staff assigned to the project and discuss the technical approach, political sensitivities, communication protocols, invoicing procedures, key dates, and/or other administrative topics. The Consultant shall schedule and lead <u>monthly project management meetings</u> with the City and MAG to provide progress updates, with additional milestone check-in meetings and progress email updates as needed.

2) Existing Conditions, Data Collection and Mapping, and Initial Findings

Plan Review -

The City will provide access to relevant plans and technical documents for the Consultant to review. These include:

- Park City Bike and Pedestrian Plan
- Park City Forward, LRTP
- Short Range Transit Plan
- General Plan
- Bonanza Park Small Area Plan
- Park City Trails Master Plan
- Park City Planned Developments (5-10 years out)
 - Clark Ranch, Studio Crossing Development, Bonanza 5-Acre Site, Deer Valley Resort Base Redevelopment, Park City Mountain Resort Base Redevelopment
- SR 224 Road Safety Audit
- UDOT Long Range Transportation Plan
- Utah Trail Network Master Plan
- Snyderville Basin Trail Design Standards
- Snyderville Basin Trails Master Plan
- Summit County Active Transportation Plan

The City will provide access to existing infrastructure data for the Consultant to review. This data will include shapefiles for on-street and pathway networks, sidewalks and bike lanes, transit stops, key destinations, pathway signage and striping inventory (last updated in 2025), roadway wayfinding signage inventory (last updated in 2021), and striping assets within the City, Basin Recreation inventory of pathway 6x6 placards and pathway striping within the Snyderville Basin service district boundaries. Vehicular origin and destination data will also be provided. Key destinations will need to be further tiered with consultant support and through community engagement.

The following provides a full list of data sets the city maintains:

- Road Network
- AADT
- On-Street Bike Network
- Pathway Network
- Sidewalks
- Crosswalks Locations & Treatments
- Transit Stops
- Key Destinations
- Trail Network
- Pathway Signage & Maps
- Pathway Pavement Markings
- On-Street Signage (last updated 2021)
- Vehicular Counts
- Roadway Bicycle and Pedestrian Counts (2022)

- Pathway Bicycle and Pedestrian Counts (2024 - 2026)
- Vehicular Origin and Destination
- City-Owned Parking Locations
- Parking Utilization Data

Inventory and GIS map of existing wayfinding elements

The Consultant shall collect and document all on-street wayfinding assets used in Park City using geolocated mapping software (such as ESRI's Survey123 or Collector). The City has an outdated existing inventory of wayfinding signage assets that will need to be updated. Included in geolocated mapping of wayfinding signage will include images of signage and attributes that include sign type, size, legibility, destinations listed, and type of information included (arrows, mileage to destination, etc.)

In-field review and initial observations

The Consultant shall review trip origin and destination data, Park City's high-comfort active transportation facilities, and transit routing as part of the route selection, particularly how they intersect with on-street high-comfort or secondary facilities. While not route planning, the consultant should have an understanding of the existing transportation network and how/where the different modes intersect.

In-field review and initial observations should build on the GIS inventory of existing wayfinding elements to recommend new locations and prioritize which locations to keep the same. It will also aid with the recommended phased implementation.

3) Engagement

Public and stakeholder input is specifically needed for the following:

- The overall wayfinding strategy - Assist with materials and outreach for up to 1 open house, 1 online survey, provide materials for tabling events at transit stations and pathway corridors, provide materials and support for stakeholder meetings. Engagement with the community will aim to better understand 1) how user groups currently use or want to use the existing multimodal network, 2) whether there are community resources that residents would like to be higher-tiered for destinations, and 3) what is the best way to provide information to users along the multimodal network.
- The design/branding concept - Create a simple sign branding element in coordination with the Park City Communications team, and vetted with City Council via a Staff Communications (Park City-led). Create 2 branding options, in coordination with the PC Comms team, share options with the community, and gather feedback via the survey and tabling events.
- Artistic placemaking - Through stakeholder and resident engagement, determine if there is a desire to advance artistic placemaking in the citywide wayfinding elements. Make a recommendation based on community engagement for whether artistic placemaking elements should be included in a future iteration of wayfinding.

Information/promotions/marketing strategy - create a strategy for how we can plan to get residents, recurring visitors, and new visitors to use transportation systems more efficiently through wayfinding, promotion and marketing, programmatic support, etc.

Clearly define roles and expectations -

The City will manage and lead most in-person public engagement, with content and technical support from the Consultant. Public engagement led by the City will include an online project website, open house, stakeholder meetings, focus group meetings, and tabling events. The Consultant will provide presentation materials, including sign concepts, branding examples, and recommendations for the target audience. For meetings with stakeholders and focus groups, the consultant will participate in meetings as a technical expert.

The City will schedule and manage stakeholder meetings, and the consultant will attend and provide materials for up to 4 stakeholder presentations. Coordination with stakeholders will be led by Park City. Assistance with material preparation for City Council presentations may also be needed and is described in the tasks below.

4) Final Report

It is anticipated that the final report will be organized based on the following headings (with further detailed explanation below):

- I. Wayfinding Master Plan and Design Guide
- II. Multimodal Integration Strategy
- III. Active Transportation Signage (on pathways and on road)
- IV. Vehicular Roadway Community Wayfinding Signage
- V. Dynamic Parking Guide Signage
- VI. Wayfinding Implementation Plan
- VII. Appendix - Recommended findings for placemaking features
- VIII. Appendix - Summary of community engagement

Section I - Wayfinding master plan and design guide

Establish guidelines for the placement of wayfinding signs at both the site and city levels. Will provide a hierarchy of sign standards and designs, and guidance for a phased approach for how they are applied. Create up to 2 designs for each sign type and mode type. This hierarchy could include:

- i) Point of access and Destination signs
- ii) Decision signs
- iii) Intermodal signs
- iv) Active transportation signs
- v) Vehicle signs
- vi) Dynamic Parking Guide Signs

Section II - Multimodal integration strategy.

This will focus on infrastructure-to-infrastructure, infrastructure-to-services, and information-

sharing strategies for users across all modes. The integration strategy will inform Section VI - Wayfinding Implementation Plan, to ensure a phased approach across modes and priority connections. The multimodal integration strategy will highlight the nexus of different modes to ensure connections between them are not missed in the wayfinding plan. Additionally, specific sign types or shifts from one sign type to another should be considered.

For example, Park & Ride and active transportation wayfinding should show users how to reach transit stations, with schedules and destinations available at transit stops. Recommend information available on buses and at transit stops that can be used for first-and last-mile access.

Section III - Active Transportation Signage -

a) On-Path Wayfinding

Update Existing Pathway Wayfinding Signage & Maps -

Review existing regional pathway wayfinding and recommend updates to the sign family (based on

input from the pathway stakeholder groups), maps, and pavement markings.

Evaluate existing sign, map, and pavement marking locations to reconfirm their location and wayfinding type. Recommend locations for new wayfinding assets and destinations, prioritizing high-usage transit stops in wayfinding updates. Create updated pathway network maps, including connecting to streets on the bike and pedestrian network, and design them to be uniquely user-oriented for every location.

b) On-Street Active Transportation Wayfinding Signage

Develop and design, with specifications, a hierarchy of signage types specific to on-street active transportation wayfinding that aesthetically complements the regional pathway wayfinding. This may include the Sign Family (Decision/Directional, Confirmation, Turn, Topper (street signage)), pavement markers, and bicycle wayfinding signage. Recommend technology-based wayfinding systems that Park City should utilize. Transit wayfinding should be included and prioritized in the on-street wayfinding signage for high-usage stops (Park City will designate these 'destinations').

Section IV - Vehicular Roadway Community Wayfinding Guide Signs

Following MUTCD guidelines for Community Wayfinding Guide Signs, design up to 2 concepts for decision and destination signs. These signs should be distinguishable from the active transportation wayfinding signs while working together as a cohesive network. Design, with specifications, the chosen alternatives for decision and destination signs. Transit wayfinding should be included and prioritized in the community wayfinding guide signs for high-usage stops

(Park City will designate these 'destinations') and Park & Rides.

Section V - Dynamic Community Wayfinding Guide Signs

Design up to 2 alternative concepts for Dynamic Park & Ride Guide Signs at key locations in Park

City to inform drivers of Park & Ride locations, Park & Ride stall availability, real-time bus updates,

and bus schedules. The goal of dynamic community wayfinding guide signs is to provide real-time

updates on traffic and space availability in town, and to be reactive to different needs based on events, seasonality, and parking availability. City-owned parking structures and on-street parking will have smart cameras to integrate into the dynamic signage.

Section VI - Prioritized Implementation Plan

Prioritized/phased implementation - Applies the plan/design (Section I), the integration strategy (Section II) and what we learned from the modal assessments (Section III - V). Lays out prioritized investment strategy in phases, including new and replacement signs.

Create a phased plan for cohesive signage implementation, including sign and striping locations, cost estimates and quantities, and a map of locations. Consider new land uses and planned routes from the Bike and Pedestrian Plan when planning the future phasing. The first phase should be implementable as soon as the guidelines are finished and prioritize updates to the existing pathway wayfinding network. Include the removal of existing sign assets with each phase. Consideration is needed to ensure the pathway wayfinding and on-street AT wayfinding are cohesive.

- Phased plan for cohesive wayfinding sign implementation, including number of signs for each wayfinding type needed, cost estimates, and materials needed
- Include removal of existing sign assets with each phase

For each of the chosen sign designs, develop cost estimates for sign production and installation (including components needed for sign install).

Appendix - Placemaking Findings

Summarize findings from community engagement and stakeholder conversations regarding the desire for placemaking elements in future wayfinding plans. Recommend locations for these elements.

Appendix - Public Engagement Summary

Summarize public engagement throughout the project, including type of engagement and summarizing results. Highlight key findings from the feedback received.

5) Language for Park City LMC

Develop language for wayfinding to be included in Park City's Land Management Code (LMC) and provide details that can be included in Park City's Supplemental Standards and Specifications.



City Council Staff Report

Subject: Award Contract for Forest Health and Fuels Implementation
Author: Joe Sipe / Suzy Lee
Department: Trails & Open Space
Date: July 9, 2026

Recommendation

Review and consider a request to authorize the City Manager to execute a Professional Service Agreement with Alpine Forestry LLC, as approved by the City Attorney's Office, to provide Forest Health and Fuels Program Implementation, including mechanical fuels thinning - cut and pile treatments, prescribed pile burning, planning, permitting, and operational services, totaling \$665,000.

Executive Summary

To advance the Forest Health and Fuels Program, the Trails & Open Space Department (T&OS) contracts with qualified firms to perform work on City-owned property. A request for proposal (RFP) was issued: targeting mechanical fuels thinning / wildfire mitigation and prescribed pile burning on two prioritized parcels, Thaynes Canyons and Iron Mountain. Alpine Forestry LLC was found to be the most qualified respondent for the RFP.

Analysis

Fire has historically played a fundamental ecological role throughout Utah, naturally maintaining healthy ecosystems. However, the rising number of homes in the wildland-urban interface (WUI) has disrupted these natural fire cycles. The associated impacts on lives and property from wildfire, along with escalating costs of wildfire management, have created an urgent need for communities to become wildfire resilient.

Over the past two decades, T&OS has focused on fuel treatments on City-owned property, primarily targeting smaller areas where defensible space boundaries of private residences (up to 100 feet from structures) overlap with city property. In recent years, T&OS have undertaken larger landscape projects, such as Phase 1 of the Treasure Hill Forest Management Project, which encompassed over 55 acres. Furthermore, during the 2024 – 2025 time frame T&OS completed 35 acres of work between 7 parcels with a focus on asset / structure protection and key defensible space. Through both small and large-scale projects, we reduce wildland fire severity and risk in our community by managing vegetation with a focus on ecological health, wildlife habitat, and wildland fire resilience. As we strive to create a more wildfire-resilient community, T&OS has completed several planning and implementation efforts to better guide our ongoing mitigation activities in a prioritized manner, including:

- 2022 Treasure Hill Forestry Management Plan
 - This plan serves as a guide for City staff and land managers to implement future projects. It also acts as an educational resource, highlighting the need for active management of forests and other resources on Treasure Hill in a multi-phase, multi-year plan. Phase 1 of this plan has been completed.

- [2023 Community Wildfire Risk Assessment](#)
 - The CWRA was conducted to understand how wildfire could impact Park City, allowing us to prioritize future work and create community resources. It combines analysis of the community and environment to identify specific risk factors for the Park City area, leading to targeted recommendations to address wildfire risks. The CWRA was used to identify priority treatment areas and prescriptions.

On May 7, 2026, we released RFP for services related to forest health and fuel reduction treatments – mechanical thinning, cut and pile, and prescribed pile burning operations.

Alpine Forestry was selected as the most qualified RFP respondent. The contracted work will occur over two summer seasons, beginning after August 1, 2026, with pile burning operations taking place when conditions allow during the late Fall or Spring seasons.

Funding

Funding for the project is identified within the T&OS Operations and Maintenance account, and 2020 General Obligation Bond. The Forest Health and Fuels Program is budgeted for \$125,000 each fiscal year. In 2026 - 2027, the city will use \$595,000 in one-time funding for fuels reduction and mitigation specific to the Thaynes Canyon parcel, secured through the 2020 General Obligation Bond. Of this total, \$665,000 will be allocated to service provider identified in the proposed PSA. The remaining \$55,000 will be awarded for bio-char production work through a future RFP in Thaynes Canyon.

Exhibits

Exhibit A – **PSA Alpine Forestry Forest Health Fuels Implementation**

CONTRACT# _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“**PCMC**”), and **ALPINE FORESTRY LLC**, a Utah limited liability company, (the “**Service Provider**”).

PCMC and Service Provider want to enter into an agreement for the Service Provider to perform the services and tasks as specified below.

The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES.

- A. Scope of Services. Service Provider shall perform the services and tasks identified and designated as Service Provider responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Service Provider Representative. Service Provider designates **David Telian** as the authorized representative vested with the authority to act on behalf of the Service Provider. Service Provider may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates **Joe Sipe** or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 2 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. The term of this Agreement ends at midnight on **12/31/2027**, unless terminated sooner or extended as provided in this Agreement.

PCMC may at its sole option extend the term of this Agreement for up to five periods of one year each, each by notifying Service Provider in writing at least thirty days prior to the expiration of this Agreement.

ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.

- A. Compensation. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **\$665,000.00**. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a

Schedule B, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.

- B. Invoicing and Payment. Service Provider shall invoice PCMC on a monthly basis for services completed during that period. PCMC shall pay Service Provider within 30 days of receipt of each invoice. Requests for earlier payment will be considered if a discount is offered for the earlier payment. For services that remain unpaid for a period exceeding 60 days, interest will accumulate at a rate of six percent per annum.

ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.

- A. Service Standards. Service Provider shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be executed with competence and in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Service Provider’s field.
- B. Conformance to Laws. In providing services under this Agreement, Service Provider and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Service Provider shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Service Provider shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

ARTICLE 5 – RECORDS AND INSPECTIONS.

- A. Records. Service Provider shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. Inspection of Records. Service Provider shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Service Provider must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the right to

initiate an audit of the Service Provider's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.

- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("**GRAMA**"). All materials submitted by Service Provider related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from Service Provider explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC 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 PCMC related to disclosure of any materials pursuant to GRAMA.

ARTICLE 6 – RELATIONSHIP OF PARTIES.

- A. Independent Contractor. The parties intend that Service Provider is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Service Provider has no authority to act on behalf of PCMC.
- B. Subcontractor Relationship. The Service Provider shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Service Provider to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Service Provider shall bear full responsibility for any actions or omissions of its Subcontractors.
- C. Treatment of Assets. Neither party will have an interest in the intellectual property owned or licensed by the other party, unless otherwise agreed by the parties in writing. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Service Provider and its Subcontractors under this Agreement.

ARTICLE 7 – INDEMNIFICATION.

- A. Definitions. In this Agreement, the following definitions apply:
 - (1) "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

- (2) **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- (3) **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Service Provider or its Subcontractors or subconsultants of any tier, or anyone acting under Service Provider’s direction or control, including after the expiration or termination of this Agreement.
- B. Indemnification. Service Provider shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.
- C. Obligation to Defend. Service Provider shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Service Provider is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.
- D. Tender. Service Provider’s obligation to defend will arise upon PCMC’s tender of defense to Service Provider in writing. If PCMC fails to timely notify Service Provider of a Proceeding, Service Provider will be relieved of its indemnification obligations to the extent that Service Provider was prejudiced by that failure. Upon receipt of PCMC’s tender of defense, if Service Provider does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Service Provider shall pay and be liable for the reasonable costs, expenses, and attorneys’ fees incurred in defending the Proceeding and enforcing this provision.
- E. Legal Counsel. To assume the defense, Service Provider must notify PCMC of their intent to do so. Promptly thereafter, Service Provider shall retain independent legal counsel that is reasonably acceptable to PCMC.
- F. Settlement. After Service Provider assumes the defense of a Proceeding, Service Provider may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant’s sole relief

monetary damages that are paid in full by Service Provider, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

- G. Waiver. Service Provider expressly agrees that the indemnification provision herein constitutes the Service Provider's waiver of immunity under Utah Code § 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 PCMC by reason of entering into this Agreement except as expressly provided herein.
- H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- J. Environmental Indemnity. Service Provider shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Service Provider's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

ARTICLE 8 – INSURANCE.

At its own cost and expense, Service Provider shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Service Provider shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Service Provider must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604,

the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- B. Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury 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 Insurance and Employer's Liability. Service Provider shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors.
- D. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- E. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.
- F. Waiver of Subrogation. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.
- G. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List

570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

- H. Cancellation. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.
- I. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Service Provider's insurance policies.
- J. No representation. In specifying minimum Service Provider's insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 9 – NONDISCRIMINATION.

Service Professional shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; 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; or military status.

- A. Policy. Service Professional shall implement an employment nondiscrimination policy, if Service Professional does not already have such a policy, to effectuate the prohibition in this section; and
- B. Subcontractor Flow-Through. Service Professional shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

ARTICLE 10 – ASSIGNMENT/SUBCONTRACTING.

- A. Assignment. Service Provider shall not assign any portion of its performance under this Agreement without PCMC's written consent. Consent must be sought in writing by the Service Provider not less than 30 days before the date of any proposed assignment. PCMC reserves the right to reject assignment without cause. Any purported transfer in violation of this section will be void.
- B. Subcontracting. Service Provider shall obtain advance written consent from PCMC for any Subcontractor not identified in the Scope of Services.

ARTICLE 11 – TERMINATION.

- A. Convenience. Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30th day after that notice is effective. Service Provider must be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, according to the provisions of this Agreement.
- B. For Cause. If Service Provider fails to comply with any provision of this Agreement and fails to correct noncompliance within three days of having received written notice, PCMC may immediately terminate this Agreement for cause by providing a notice of termination to Service Provider.

ARTICLE 12 – NOTICES.

- A. Notice Addresses. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC:

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Attn: City Attorney's Office
PCMC_Notices@parkcity.gov

With a copy to:

- PCMC's Representative pursuant to Article 1.C.
- PCMC's City Recorder at michelle.kellogg@parkcity.gov

To Service Provider: Alpine Forestry LLC
756 Division St.
Park City, UT 84098
david@alpineforestryutah.com

- B. Delivery. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.
- C. Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

ARTICLE 13 – MISCELLANEOUS PROVISIONS.

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.
- C. Timely Performance. Service Provider shall complete the Scope of Services by any applicable deadline stated in this Agreement. Service Provider is liable for all reasonable damages to PCMC incurred as a result of Service Provider's failure to timely perform the Scope of Services required under this Agreement.
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Date: _____

By: _____
Adam Lenhard, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Alpine Forestry LLC, a Utah limited liability company
Tax ID #: 84-4331695
PC Business License #: BLB-017692

Date: _____

By: _____
David Telian
Owner
An authorized signer

SCHEDULE A – SCOPE OF SERVICES

Service Provider shall perform the tasks described in the individual Work Plans for the listed prices. Modifications to the tasks in the Work Plans require the written consent of PCMC.

2026 – 2027 Work Plans			
Area	Description	Cost	Acres
Thaynes Canyon	Cut & Pile / Prescribed Pile Burn	\$530,000	80
Iron Mountain Phase 1	Cut & Pile / Prescribed Pile Burn	\$135,000	20

Additional Work				
Area	Description	Cost	Acres	Work Plan
To be determined by PCMC	Prescribed pile burn planning and implementation as approved in advance in writing by PCMC	As agreed to by the parties up to contract not to exceed price reflected in Article 3 of the Agreement.	TBD / variable	As agreed to by the parties.

Work Plan for Fuel Treatments

Project Name: Thaynes Canyon

Date: 2026–2027

General Information	
Project Manager:	Joe Sipe
Project Manager Contact:	Joe Sipe, 435-731-6175, joe.sipe@parkcity.gov
Crew Manager:	Alpine Forestry
Crew Manager Contact:	David Telian, 435-400-4154, David@alpineforestryutah.com Matt Castellon, 530-305-2980 Matt@alpineforestryutah.com
Land Ownership(s):	Park City Municipal Corporation
Landowner(s) Contact:	Joe Sipe, 435-731-6175, joe.sipe@parkcity.gov
Project Partners:	Park City Municipal Corporation Park City Fire District Utah Open Lands
Public Outreach:	PCMC Trails & Open Space and Communications departments utilize media sources, targeted adjoining landowner contacts, and signage to engage and educate neighbors and the public.

Project Information	
Project Summary:	Hazard tree removal, understory fuel reduction, and defensible space.
Descriptive Location(s): Parcel No.: Access Location(s):	Thaynes Canyon PP-25-C-X Snows Lane, Park City Resort ingress / egress two track corridor
Objective(s):	Increase public safety by reducing forest hazards and wildfire risk. Protect and improve critical ingress / egress corridor. Improve forest health through fuel reduction, thinning, and prescribed pile burn.
Total Acres:	80
Project Timeline:	August 1, 2026 – December 31, 2027
Project Type:	Manual thinning – cut and pile / cut and chip / prescribed pile burn in place.
Recommended Project Resources:	Cutting crews to fell hazard trees and thin fuels. Haul crews pile cut fuel material. Tracked chipper to broadcast chip along road. Burn crew for prescribed pile burn in place.

Resource Considerations	
Endangered, Threatened, or Sensitive Animal or Plant Species:	Moose, elk, mule deer, dusky grouse, northern goshawk, monarch butterfly, and western bumble bee.
Limited Operating Periods:	Work to be performed August 1, 2026 – December 31, 2027. City noise ordinance restricts operating hours. No work shall be performed between 10 p.m. and 7 a.m. Mon. – Sat. or before 9 a.m. on Sunday. (Park City Code § 6-3-8)
Water Resources:	Ensure soil is sufficiently dry and stable for any equipment use. Rehabilitate disturbed areas. Upper East Canyon Creek Watershed. Perennial stream and Sullivan Spring.
Water Quality:	Thaynes Canyon overall mean RSRA score was 3.6 as a result of a well-vegetated riparian area and diversity of aquatic and in-stream habitat. Thaynes Canyon scored highest for water quality because of the shaded stream and absence of filamentous algae.
Soil Disturbance:	Use low ground pressure equipment and techniques to limit affected areas. Limit equipment use in steep terrain. Avoid using mechanical equipment during wet soil conditions. Rehabilitate disturbed areas with organic material, native seed and erosion-control structures. • Use seed mix identified by PCMC in Exhibit A.
Avalanche Potential Release Areas:	None
Cultural / Historical:	None
Scenery/Aesthetics:	Open space conservation easement parcel, Armstrong Trail entry corridor to Park City trail system.
Noxious Weeds:	Contractors to coordinate with PCMC noxious weed program manager and cooperators for any crucial weed abatement actions prior to project implementation. All equipment will be washed before entering the site. Previous treatment and known populations: • Garlic Mustard • Musk Thistle • Hounds Tongue • White Top / Hoary Crest • Spotted Knapweed • Yellow Toad Flax
Other:	

Vegetation	
Vegetation Type(s):	Aspen, Conifer, and Gamble Oak / Hardwood Shrub
Elevation:	6950' – 7460'
Aspect:	W – N – E
Slope:	3° - 30°
Treatment Method(s) and Types:	Cut and Pile Cut and Chip Prescribed Pile Burn See detailed treatment specifications by vegetation type for details
Equipment and Labor Needs:	Cutting crews to fell hazard trees, thin fuels and pile biomass. Tracked chipper to broadcast chip along road.
Treatment Specifications:	See detailed treatment specifications by vegetation type for details.
Other:	

Operational Plan	
Operation Summary:	Project plans finalized and specific treatment boundaries marked, with PCMC project manager. Treatment work begins cut and pile / cut and chip. Prescribed burn plan and prescribed pile burn.
Boundary Marking:	Project boundaries, specific treatment areas to be marked prior to project implementation by Service Provider, Ecology Bridge, and PCMC.
Road or Trail Closures:	Closure Thaynes Canyon two-track emergency corridor / Armstrong trail during mechanical treatment
Notifications:	Mechanical treatment operations- PCMC, Utah Open Lands (4 weeks prior to cutting operations)
Permitting:	Acquire Park City burn permit / DAQ permit if required. Submittal of Utah smoke forms. Summit County Prescribed Burn Disclosure. HB92 demonstration and observation documentation if burning below 500 CI.
Laws/Ordinances:	City noise ordinance restricts operating hours. No work shall be performed between 10 pm and 7 am Mon – Sat or before 9 am on Sunday. (Park City Code § 6-3-8)
Wildfire Response:	Contractors have wildfire suppression tools on site including 10lb ABC extinguisher, 5 gal. water pump, and hand tools. 44 SILVER STAR CT hydrant.
Other:	

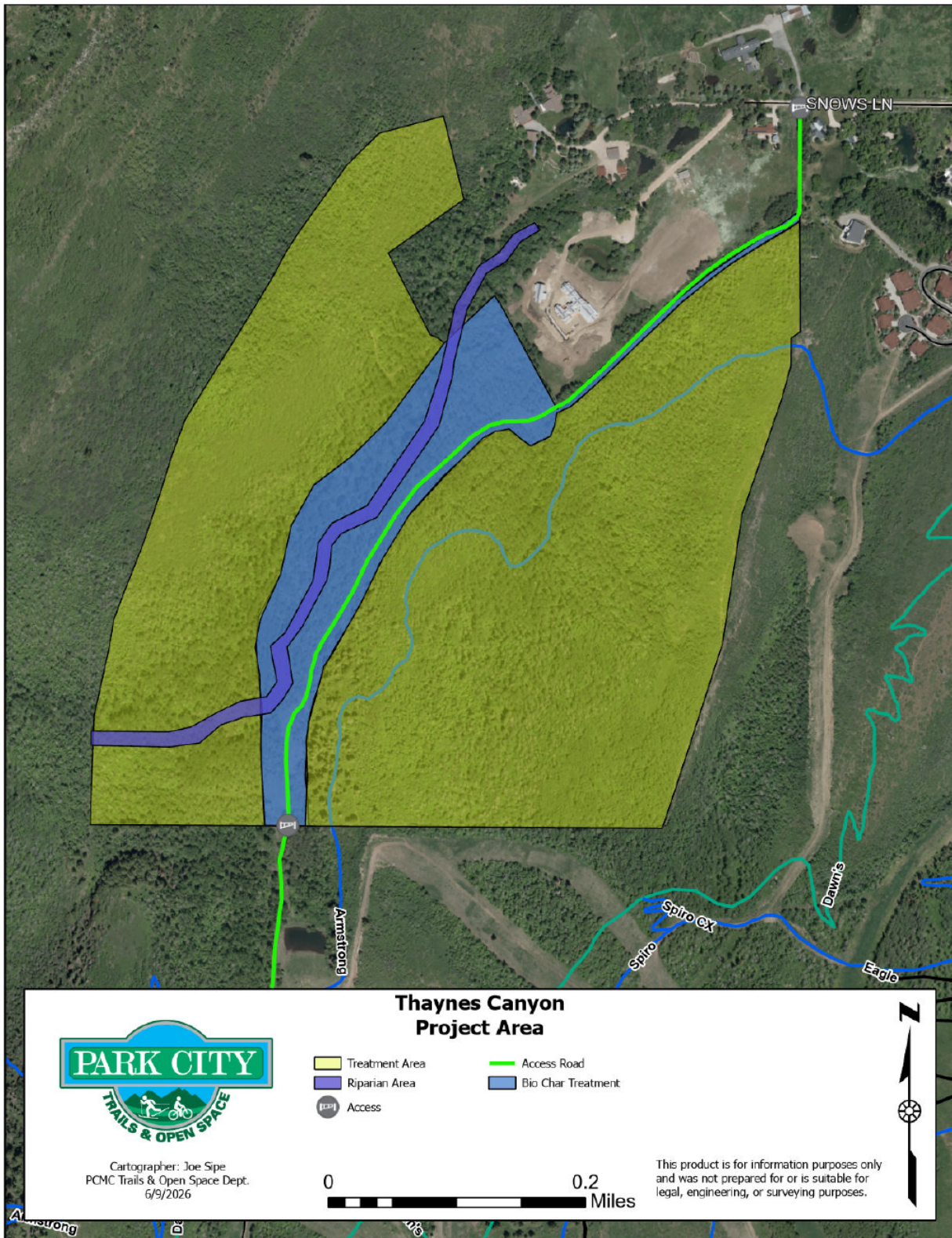
Detailed Treatment Specifications by Vegetation Type

Vegetation Type	Treatment Specifications
Conifer	• In all areas, remove down woody debris to minimize fuel loading: ○ Remove 80% of downed wood material 3-10 inches diameter. ○ Downed woody material >10 inches diameter will be left in place, bucked in lengths necessary to lay flat on the ground. • Cut snags and other identified hazard trees within 1.5 times the snag/tree height targeting areas protecting infrastructure, trails, and roads. ○ Hazard tree cleanup would follow specifications for downed woody debris. ○ Retain 1 to 2 snags >11 inches diameter per acre and 6 to 15 snags <11 inches diameter per acre where feasible (away from trails, roads, and other infrastructure to meet public safety objectives). • Thin conifer regeneration <5 inches dbh to approximately 15-foot spacing between stems. ○ Leave species priority (most to least desirable): healthy aspen, DF, WF. As a rule, leave the healthiest trees first as exact spacing is not the desired outcome. ○ Spacing will not be met where existing densities are lower than target, or where trees do not meet the definition of “healthy.” • Remove conifer regeneration <5 inches dbh under drip lines of larger trees adding to ladder fuels. • Limb 6 feet (leave a minimum of 30% of live crown ratio) of lower bole of live trees, targeting areas within 50 feet of infrastructure. • Reduce understory hardwood shrubs by 60%, clearing around conifer drip lines and targeting ladder fuels. • All material will be eliminated by piling and burning, lightly broadcast chipping, or hauling offsite. • Burn piles when sufficiently cured to achieve at least 80% consumption of materials, and under conditions that minimize residual fire effects on the stand and risk of fire spreading beyond the piles. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Aspen	• Cut snags and other identified hazard trees within 2 times the tree height around trails, roads or infrastructure.

	• Remove all conifers (subalpine fir, white fir, and Douglas-fir) growing in the understory and midstory layers of aspen stands (under the drip lines). • Remove 80% of the understory consisting of maple and shrubs, preserving any aspen regeneration. • Remove 80% of dead and down to increase the suckering potential of aspen. ○ 20 % of dead and down aspen shall be left for moisture retention and soil stability. • All material will be eliminated by piling and burning, lightly broadcast chipping, or hauling offsite. • Burn piles when sufficiently cured to achieve at least 80% consumption of materials, and under conditions that minimize residual fire effects in the stand and risk of fire spreading beyond the piles. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Gambel Oak / Hardwood Shrub	Adjacent to structures: • Firewise® Home Ignition Zone concepts should be used with limited Gambel oak within 30 feet and small pockets allowed from 30-100 feet from the structure. • Gambel oak will be thinned allowing for a few older growth clumps of 5-10 trees to remain serving as a shaded fuel break. Clumps will be isolated to create canopy gaps. • Dead material, understory vegetation, and branches serving as ladder fuels should be removed. Limb oak clumps to a height of 3-4 feet to raise the canopy base height. • Maintenance treatments will need to be applied every 3 to 5 years at a minimum to address sprouting response. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Mixed Vegetation	• Utilize vegetation specific principles listed above and apply as needed and appropriate, implementing priority species preference and stand best practices. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.

Sage and Grass	Adjacent to structures: • Firewise® Home Ignition Zone concepts should be used with limited brush within 30 feet, and small pockets allowed from 30-100 feet from the structure. • Grass should be mowed within 30 feet of structures. In other locations: • Mulching and mowing along roadways or in mosaic patterns can be performed to reduce overall fuel loading. • Reseed disturbed areas with native grass and forbs to reduce undesired weed invasions. • Thinning of brush is possible in some areas to reduce overall fuel loading, prioritizing to retain healthy sagebrush of all age classes. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
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Thaynes Canyon Work Area Map



Work Plan for Fuel Treatments

Project Name: Iron Mountain Phase 1

Date: 2026–2027

General Information	
Project Manager:	Joe Sipe
Project Manager Contact:	Joe Sipe, 435-731-6175, joe.sipe@parkcity.gov
Crew Manager:	Alpine Forestry
Crew Manager Contact:	David Telian, 435-400-4154, David@alpineforestryutah.com Matt Castellon, 530-305-2980, Matt@alpineforestryutah.com
Land Ownership(s):	Park City Municipal Corporation
Landowner(s) Contact:	Joe Sipe, Park City Municipal Corp., Trails & Open Space Dept. Joe.Sipe@parkcity.gov , 435-731-6175
Project Partners:	Park City Municipal Corporation Park City Fire District Summit Land Conservancy
Public Outreach:	PCMC Trails & Open Space and Communications departments utilize media sources, targeted adjoining landowner contacts, and signage to engage and educate neighbors and the public.

Project Information	
Project Summary:	Hazard tree removal, understory fuel reduction, defensible space, and prescribed pile burn.
Descriptive Location(s): Parcel No.: Access Location(s):	Iron Mountain PP-25-1-XX, SS-108-A-X, PP-25-B-X-X Iron Canyon Ct.
Objective(s):	Increase public safety by reducing forest hazards and wildfire risk. Improve forest health through fuel reduction and thinning.
Total Acres:	20
Project Timeline:	August 1, 2026–December 31, 2027
Project Type:	Manual thinning – cut and pile / cut and chip / prescribed pile burn in place.
Recommended Project Resources:	Cutting crews fell hazard trees and thin fuels. Haul crews pile cut fuel material. Burn crew for prescribed pile burn.

Resource Considerations	
Endangered, Threatened, or Sensitive Animal or Plant Species:	Moose, elk, mule deer, dusky grouse, northern goshawk, monarch butterfly, and western bumble bee.
Limited Operating Periods:	Work to be completed August 1, 2026 – December 31, 2027. City noise ordinance restricts operating hours. No work shall be performed between 10 p.m. and 7 a.m. Mon. – Sat. or before 9 a.m. on Sunday. (Park City Code § 6-3-8)
Water Resources:	No natural water sources on property work area.
Water Quality:	Upper East Canyon Creek Watershed.
Soil Disturbance:	Use low ground pressure equipment and techniques to limit affected areas. Limit equipment use in steep terrain. Avoid using mechanical equipment during wet soil conditions. Rehabilitate disturbed areas with organic material, native seed and erosion-control structures. • Use seed mix identified by PCMC in Exhibit A. • No soil disruption on top of water tank structure.
Avalanche Potential Release Areas:	None
Cultural / Historical:	None
Scenery/Aesthetics:	Entry corridor area to open space conservation easement parcel.
Noxious Weeds:	Contractors to coordinate with PCMC noxious weed program manager and cooperators for any crucial weed abatement actions prior to project implementation. All equipment will be washed before entering the site. Previous treatment and known populations: • Garlic Mustard
Other:	

Vegetation	
Vegetation Type(s):	Aspen, Conifer, and Gamble Oak / Hardwood Shrub
Elevation:	7,100' – 7,550'
Aspect:	W – N – E
Slope:	3° - 30°
Treatment Method(s) and Types:	Cut and Pile Prescribed Pile Burn See detailed treatment specifications by vegetation type for details.
Equipment and Labor Needs:	Cutting crews to fell hazard trees and thin fuels. Haul crew to pile cut fuels, and burn crew for prescribed pile burn.
Treatment Specifications:	See detailed treatment specifications by vegetation type for details.

Other:	
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Operational Plan	
Operation Summary:	Project plans finalized and specific treatment boundaries marked, with PCMC project manager. Treatment work begins cut and pile. Prescribed burn plan and prescribed pile burn.
Boundary Marking:	Project boundaries, specific treatment areas to be marked prior to project implementation by Service Provider, Ecology Bridge, and PCMC.
Road or Trail Closures:	Iron Mountain Trail closed during treatment.
Notifications:	Mechanical treatment operations- PCMC, Summit Land Conservancy (4 weeks prior to cutting operations).
Permitting:	Acquire Park City burn permit / DAQ permit if required. Submittal of Utah smoke forms. Summit County Prescribed Burn Disclosure. HB92 demonstration and observation documentation if burning below 500 CI.
Laws/Ordinances:	City noise ordinance restricts operating hours. No work shall be performed between 10 pm and 7 am Mon – Sat or before 9 am on Sunday. (Park City Code § 6-3-8)
Wildfire Response:	Contractors have wildfire suppression tools on site including 10lb ABC extinguisher, 5 gal. water pump, and hand tools. 6 Iron Canyon CT Fire Hydrant
Other:	

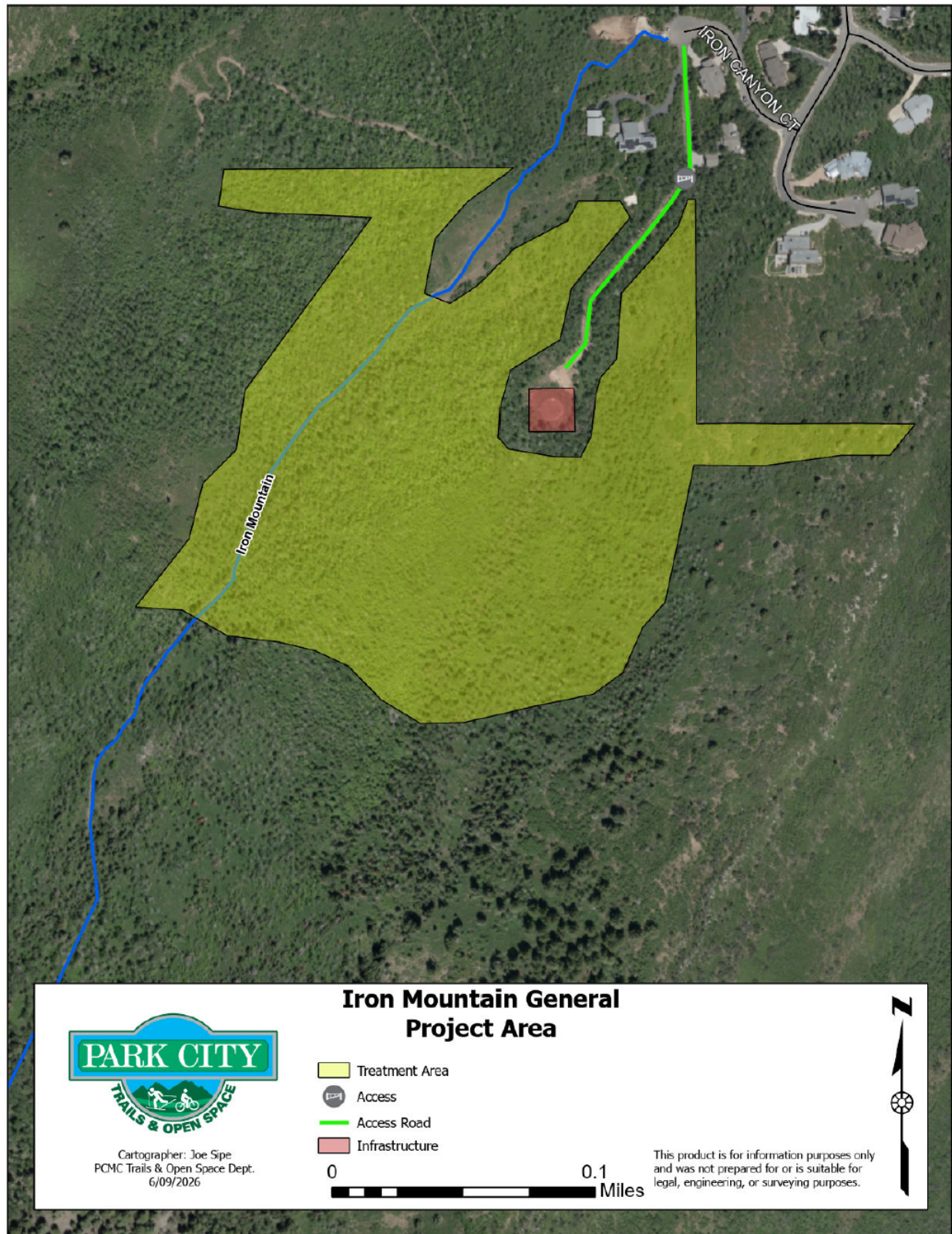
Detailed Treatment Specifications by Vegetation Type

Vegetation Type	Treatment Specifications
Conifer	- In all areas, remove down woody debris to minimize fuel loading: - Remove 80% of downed wood material 3-10 inches diameter. - Downed woody material >10 inches diameter will be left in place, bucked in lengths necessary to lay flat on the ground. - Cut snags and other identified hazard trees within 1.5 times the snag/tree height targeting areas protecting infrastructure, trails, and roads. - Hazard tree cleanup would follow specifications for downed woody debris. - Retain 1 to 2 snags >11 inches diameter per acre and 6 to 15 snags <11 inches diameter per acre where feasible (away from

	trails, roads, and other infrastructure to meet public safety objectives). • Thin conifer regeneration <5 inches dbh to approximately 15-foot spacing between stems. ○ Leave species priority (most to least desirable): healthy aspen, DF, WF. As a rule, leave the healthiest trees first as exact spacing is not the desired outcome. ○ Spacing will not be met where existing densities are lower than target, or where trees do not meet the definition of “healthy.” • Remove conifer regeneration <5 inches dbh under drip lines of larger trees adding to ladder fuels. • Limb 6 feet (leave a minimum of 30% of live crown ratio) of lower bole of live trees, targeting areas within 50 feet of infrastructure. • Reduce understory hardwood shrubs by 60%, clearing around conifer drip lines and targeting ladder fuels. • All material will be eliminated by piling and burning, lightly broadcast chipping, or hauling offsite. • Burn piles when sufficiently cured to achieve at least 80% consumption of materials, and under conditions that minimize residual fire effects on the stand and risk of fire spreading beyond the piles. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Aspen	• Cut snags and other identified hazard trees within 2 times the tree height around trails, roads or infrastructure. • Remove all conifers (subalpine fir, white fir, and Douglas-fir) growing in the understory and midstory layers of aspen stands (under the drip lines). • Remove 80% of the understory consisting of maple and shrubs, preserving any aspen regeneration. • Remove 80% of dead and down to increase the suckering potential of aspen. ○ 20 % of dead and down aspen shall be left for moisture retention and soil stability. • All material will be eliminated by piling and burning, lightly broadcast chipping, or hauling offsite. • Burn piles when sufficiently cured to achieve at least 80% consumption of materials, and under conditions that minimize residual fire effects in the stand and risk of fire spreading beyond the piles. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.

Gambel Oak / Hardwood Shrub	Adjacent to structures: • Firewise® Home Ignition Zone concepts should be used with limited Gambel oak within 30 feet and small pockets allowed from 30-100 feet from the structure. • Gambel oak will be thinned allowing for a few older growth clumps of 5-10 trees to remain serving as a shaded fuel break. Clumps will be isolated to create canopy gaps. • Dead material, understory vegetation, and branches serving as ladder fuels should be removed. Limb oak clumps to a height of 3-4 feet to raise the canopy base height. • Maintenance treatments will need to be applied every 3 to 5 years at a minimum to address sprouting response. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Mixed Vegetation	• Utilize vegetation specific principles listed above and apply as needed and appropriate, implementing priority species preference and stand best practices. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.
Sage and Grass	Adjacent to structures: • Firewise® Home Ignition Zone concepts should be used with limited brush within 30 feet, and small pockets allowed from 30-100 feet from the structure. • Grass should be mowed within 30 feet of structures. In other locations: • Mulching and mowing along roadways or in mosaic patterns can be performed to reduce overall fuel loading. • Reseed disturbed areas with native grass and forbs to reduce undesired weed invasions. • Thinning of brush is possible in some areas to reduce overall fuel loading, prioritizing to retain healthy sagebrush of all age classes. IMPORTANT NOTES: • Specifications may be altered in select areas to meet critical prescribed fire objectives.

Iron Mountain Work Area Map



SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK

Note: Any work in addition to or outside the Scope of Services in Schedule A shall be approved in advance in writing by PCMC in accordance with the Hourly Rate Sheet reflected below, and shall not exceed the contract price reflected in Article 3 of the Agreement.

2026 Forestry, Arbor, and Equipment Services



Hourly Rate Sheet

Forestry, Equipment, or Arbor Services					
Item	Description	Est. Quantity	Unit	Unit Price	Total
Consultation	- Any land management consultation, assessment, inspection, or project management. - Minimum 2 hours.	TBD	Hour	\$200	TBD
Basic Tree Removal and Trimming	- Includes 2 personnel for ground-based tree removal and trimming. - Minimum 2 hours including mobilization.	TBD	Hour	\$250	TBD
Technical Tree Removal and Trimming	- Includes 2 personnel for technical felling, trimming, tree climbing, rigging, winching. - Minimum 2 hours including mobilization.	TBD	Hour	\$350	TBD
Wildfire Mitigation Crew	6 person saw crew to cut and thin fuels, nontechnical. Material can be scattered, piled for burning, or prepped to chip or haul. - Rate excludes pile burning, chipper use, or hauling of material offsite. - Minimum 4 hours including mobilization.	TBD	Hour	\$600	TBD
Stump Grinder	- Includes 1 operator. - Excludes ground material being hauled away. - Minimum 2 hours including mobilization.	TBD	Hour	\$200	TBD

Tree Fertilization System	• Includes 1 operator. • Excludes actual price of fertilizer or additives. • Requires approved water source. • Minimum 2 hours including mobilization.	TBD	Hour	\$200	TBD
Ride on Skid Steer with Attachments	• 3,000 lb. / 25 hp machine. • Includes 1 operator. • Attachments include swinging grapple, bucket, or grapple bucket.	TBD	Hour	\$200	NA
Tracked Chipper	• Tracked chipper and 3-person crew to either pile mulch or broadcast chip precut material. • Minimum 4 hours including mobilization.	TBD	Hour	\$450	TBD
Towable Chipper	• Chipper and box truck. • Includes 2 personnel. • Excludes disposal fees if applicable. • Minimum 4 hours including mobilization.	TBD	Hour	\$350	TBD
Green Waste Hauling Dump Trailer	• Driver, heavy truck, and trailer. • Excludes disposal fees if applicable. • Minimum 4 hours including mobilization.	TBD	Hour	\$250	TBD
Green Waste Hauling Log Trailer	• Driver, heavy truck, and trailer. • Excludes disposal fees if applicable. • Minimum 4 hours including mobilization.	TBD	Hour	\$300	TBD
Mini Excavator	• 19,000 lb. machine with bucket and thumb. • Includes 1 operator. • Minimum 4 hours including mobilization.	TBD	Hour	\$250	TBD
Tracked Loader with Attachments	• 13,000 lb. / 112 hp machine. • Includes 1 operator. • Attachments could include bucket, grapple, pallet forks, or hydraulic winch. • Minimum 4 hours including mobilization.	TBD	Hour	\$250	TBD
Tracked Loader with Mulching Head	• 13,000 lb. / 112 hp machine. • Includes 1 operator. • Outfitted with 72" high flow mulching head. • Minimum 4 hours including mobilization.	TBD	Hour	\$350	TBD
Firewood Processing	• On site processing with heavy duty splitter. • Includes 2 personnel. • Minimum 2 hours including mobilization.	TBD	Hour	\$250	TBD

Pile Burning	• Pile burning implementation, ignitions and holding. • Includes 5 trained and certified wildland firefighters, including a burn manager. • Minimum 4 hours including mobilization.	TBD	Hour	\$600	TBD
Pump Truck	• Mobile 300 gal. water source with high pressure pump and all water handling accessories. • Includes 2 personnel. • Requires approved water source. • Minimum 2 hours including mobilization.	TBD	Hour	\$300	TBD
GIS Service	• GIS professional for mapping, boundary marking, or documentation.	TBD	Hour	\$150	TBD
Additional Personnel	• Extra personnel to support any other line item. Minimum 2 hours.	TBD	Hour	\$100	TBD

NOTES:

- Rates may increase for technical tree work involving cranes, lifts, or high risk to infrastructure.
- Rates may increase for emergency mobilization in the case of storm damage or other immediate needs.
- Specific service configurations or attachments not listed here may affect rates.

Exhibit A:
Rehabilitation Seed Mixture

SEED MIX "A"							
GRASSES/ FORBS	SEED NAME			NUMBER OF SEEDS PER POUND	POUNDS OF PURE LIVE SEED PER ACRE	%OF MIX	SEEDS PER SQ. FT.
	SEED NO	COMMON NAME	BOTANICAL NAME		BROADCAST		
G	1	Sandbergs Bluegrass	Poa secunda	950,000	1	14%	21
G	2	Idaho Fescue	Festuca idahoensis	450,000	2	13%	21
F	3	Blanketflower	Galardia arisata	186,000	5	14%	21
G	4	Indian Ricegrass	Achnatherum hymenoides	161,920	5	12%	19
G	5	Slender Wheatgrass	Elymus trachycalus	150,000	5	11%	17
G	6	Blue Ranch Wheatgrass	Pseudoroegneria spicata	125,600	4	7%	12
F	7	Rocky Mountain Penstemon	Penstemon strictus	489,800	4	29%	45
TOTAL POUNDS OF PURE LIVE SEED PER ACRE					26	100%	156

City Council Staff Report

Subject: Purpose Built Cutaway Buses for Transit to Trails Program
Author: William De Groot, Transit Manager
Timothy Sanderson, Transportation Director
Department: Transportation
Date: July 9, 2026



Recommendation

Consideration to authorize the City Manager to execute an agreement in a form approved by the City Attorney's Office with **ABC Bus, Inc.**, for the purchase of five 34-foot Turtle Top Terra Transit HD cutaway buses, in an amount not to exceed **\$1,288,746.00**, using the Georgia state cooperative contract.

Executive Summary

On June 11, Council approved a resolution to modify the City Procurement Policy to allow the utilization of other state cooperative agreements. The five purpose-built 34-foot Turtle Top Terra Transit HD Buses are intended for the 9 Purple Route to support the extension to the Bonanza Flat Conservation Area (BFCA), and will be procured using the state of Georgia cooperative contract. Staff have incorporated questions and feedback from the Council's recent meeting into this report.

Background

Historically, the City has relied on the Utah State Division of Purchasing's contracts for cutaway bus purchases. However, with the lack of suitable vehicles on the current Utah contract, the City determined that the Georgia State cooperative contract was published for use by external entities and has been widely adopted by peer agencies, many of which now rely exclusively on cooperative agreements for bus purchases due to the administrative burden and high costs of small-scale procurements. This approach follows the recommendation by the Federal Transit Administration (FTA) and used by peer agencies to streamline procurement and stabilize vehicle pricing. See Exhibit B. The Transportation department met with Fleet Replacement Committee and received their approval.

Analysis

- Timely procurement of five new buses is critical to maintain and expand service for the 9 Purple expansion. The specifications for these vehicles address the unique needs of the route extension to the BFCA, including steep grades and increased passenger and bike capacity.
- The state of Georgia contract includes vehicles with the unique specifications required for the 9 Purple route that are not available through options currently in the state of Utah's contracts. This purchase was procured in accordance with federal requirements even though no federal funds are being used for this purchase.
- Leveraging out-of-state cooperative agreements, such as Georgia's, reduces administrative burden and internal costs, as encouraged by the FTA and practiced by peer agencies. Manufacturers save money through economies of

scale in larger procurements, offsetting the higher costs of small-batch production. This allows manufacturers to offer savings on state cooperative contracts to the end purchaser. This approach is particularly valuable for small quantity procurements as in this case.

- Stakeholder input has been supportive, with the CAO actively participating in process review and contract approval.
- Vehicles are expected to be delivered approximately 9 months after agreement execution.

Funding

This purchase will be funded primarily with existing Flagstaff Transfer Fee fund balance, supplemented by Transportation Fund Balance. The cooperative procurement approach provides a competitively procured purchasing option for vehicles that meet the operational needs of the 9 Purple extension to the BFCA. The Transportation Department will pursue federal grant opportunities for future vehicle replacements as these vehicles approach their useful-life benchmarks.

	Flagstaff Transfer Fees	Transportation Fund Balance	Total Project Cost
Five Cutaway Buses	\$1,030,996.80	\$257,749.20	\$1,288,746.00

Exhibits

- A. ABC Bus, Inc. Vehicle Specification and Purchase Quotation
- B. FTA Dear Colleague Letter: Bus Procurement and Manufacturing

Georgia Mass Transit Build-A-Bus Worksheet

Download this form to your computer for use when purchasing buses. Use this worksheet to build your bus by selecting options to add and delete. Your custom bus should be verified with the vendor to ensure options compatibility with options selected.

Contract Number: 99999-SPD-SPD0000212-0010

VENDOR NAME:	ABC Bus, Inc.
Delivery Cost Per Mile	\$2.25
Estimated Number of Miles	1616.00
Delivery Cost	\$3,636.00

Description of Bus	Manufacturer Make/Model	Bus Bid Price
5-4 - 34' Medium Duty Transit Vehicle	Turtle Top Terra Transit HD - FCCC S2C	\$180,656.20

BUS OPTION DELETION DESCRIPTION	Credit
Freedman Mid High Per Person (8)	\$2,560.00
Q-Straint Max L Track (2)	\$1,750.00
Rear Emergency Door	\$600.00

Note: Insert Lines as necessary

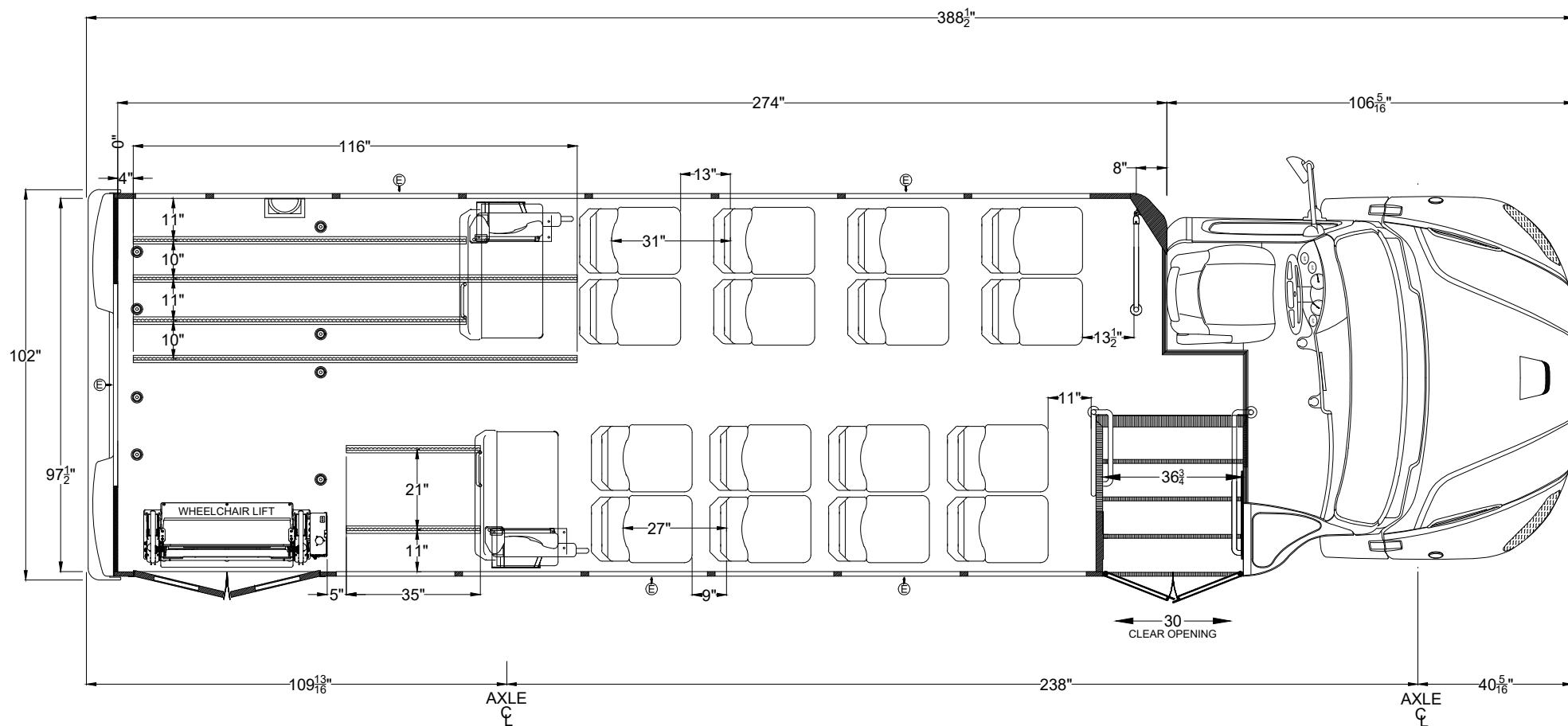
TOTAL COST OF DELETIONS	\$4,910.00
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BUS OPTIONS ADDITIONS DESCRIPTION	Cost
Full Length L Track, Floor - Per Foot (39') - Bike Tracking	\$3,237.00
Heater Booster Pump	\$350.00
65K Floor Heater (2)	\$1,750.00
Braun 1,000lb Lift	\$550.00
Window - Scenic Front Cabover - Terra Transit HD	\$915.00
Altro Upgrade - Storm Grey - Terra Transit HD	\$222.00
Q-Straint SnC Installed Per Set (2)	\$1,794.00
Level 4 Per Passenger (20)	\$1,540.00
Arm Rest, Molded US Arm (10)	\$460.00
Anti Vandal Grab Rail (10)	\$480.00
Tow Hooks Rear	\$135.00
Driver Backup Camera w/ Blindspot Assist	\$648.00
Valve Stem Extensions	\$75.00
Stanchion Pole with Guardrail - Entry	\$379.00
Driver Safety Shield	\$181.00
Freedman Foldaway Per Person (4)	\$5,720.00
Freedman USR Per Person (20)	\$1,860.00
Stanchion Pole - Vertical (mounting for Message Point display)	\$241.00
Stop Request System	\$1,139.00
Two Way Radio Prep (2)	\$200.00

Note: Insert lines as needed

TOTAL COST OF ADDITIONS	\$21,876.00
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SOURCED GOODS DESCRIPTION	Cost
FCCC MY 2024/2025/2026	\$7,143.00
Insulated Heater Hoses	\$250.00
Heater - Step Tread Electric	\$350.00
Rosco Power/Remote Curbside Mirror w/ Heat	\$975.00
Sportworks Apex 3 w/ Fat Tire	\$3,623.00
Spheros In-Wall Evaporator - 120k BTU	\$4,692.00
HOVR Bike Rack (5)	\$3,900.00
Snow Tire Upgrade (4)	\$900.00
Cummins ISB 6.7L - 280HP Upgrade	\$889.00
IDIS camera system	\$11,232.00
Cradlepoint R1900 + GPSD4-6-60-D antenna	\$3,603.00
Luminator Destination signs - Front + Curbside	\$10,549.00
Message Point interior display	\$7,635.00
Move electrical to side cabinet with power distribution blocks in main overhead cabinet	\$250.00
Add shelf to main overhead cabinet	\$200.00
Power drop for 2-way radio below dash	\$150.00
USB ports added to dash board	\$150.00
Note: Insert lines as needed	
TOTAL COST OF SOURCED GOODS	\$56,491.00
TOTAL COST OF BUS	\$257,749.20



NOTES

FILE NAME: 260326-A2_FD30_RLD_16 FW SEATS_2 DBL FOLD_2 WC_BIKES

CONTACT TURTLE TOP AT 800-269-2105 FOR
AVAILABILITY OF THIS FLOOR LAYOUT IF
DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE:
3/26/2026

☐ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY
W/ WHEEL WELLS

"THIS DRAWING
AND THE
INFORMATION
CONTAINED
THEREON ARE
THE EXCLUSIVE
PROPERTY OF
TURTLE TOP AND
SHALL NOT BE
COPIED OR
DUPLICATED IN
ANY MANNER
WITHOUT OUR
WRITTEN
CONSENT"

DRAFTSMAN NOTES:

TURTLE TOP BODY MODEL:
TERRA TRANSIT-HD

OVER ALL LENGTH:
388.5" (32' 4.5")

CHASSIS MAKE:
FREIGHTLINER S2C

ORDER NUMBER:
QUOTE

DRAFTSMAN:
AND

REVISION:
ORG

SCALE:
DNS

DIMENSIONING TOLERANCE = +/- .3"

FLOOR LENGTH:
274"

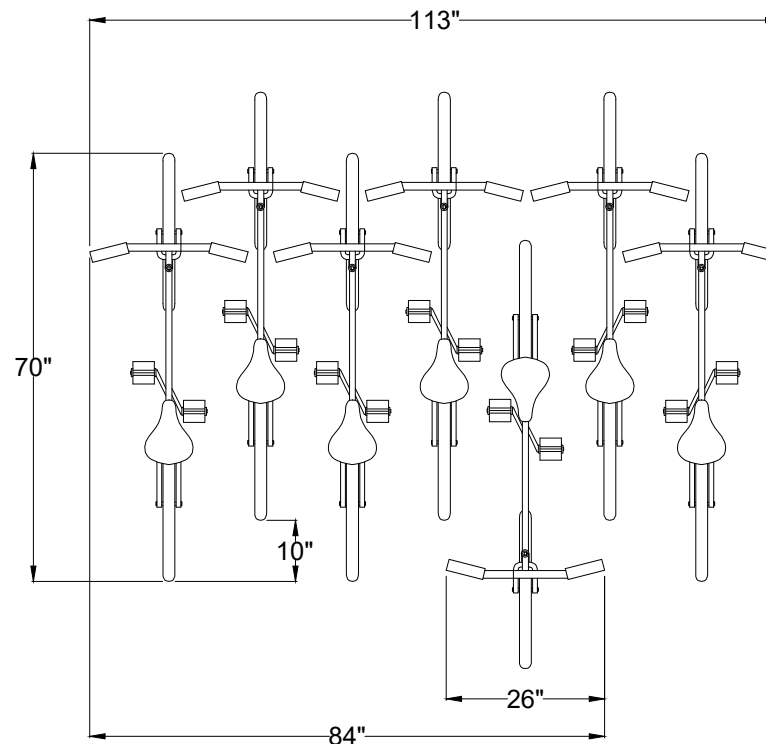
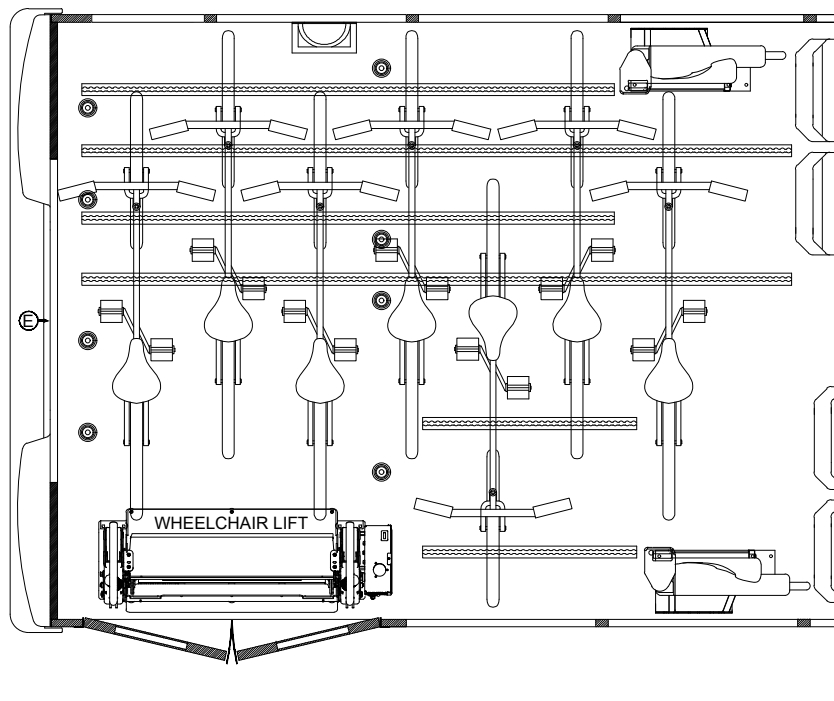
CHASSIS FUEL TYPE:
DIESEL

CHASSIS GVWR:
26,000 lbs

DRAWING NUMBER:
260326-A2 of 279



TURTLE TOP
"To furnish the customer the best mid-sized
bus in the industry in both quality of material
and workmanship."



NOTES

FILE NAME: 260326-A2_FD30_RLD_16 FW SEATS_2 DBL FOLD_2 WC_BIKES

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and workmanship."

Prepared for:
Tonda Miller
TURTLE TOP INC BB
67819 STATE RD 15
NEW PARIS, IN 46553
Phone: 800-296-2105

Freightliner Custom Chassis Corporation

Prepared by:
April Newton
Freightliner Custom Chassis
522 HYATT STREET
GAFFNEY, SC 29341
Phone: 864-491-0622

A proposal for
TURTLE TOP INC: DEALER COPY

Prepared by
Freightliner Custom Chassis
April Newton

Mar 25, 2026

Freightliner Custom Chassis Corp S2C

2027 MY Turtle Top – TERRA TRANSIT
26K HYD BRAKES 238" WB
300HP / 2500PTS / AIR SUSP
MICHELIN X MULTI D 22.5 / STEEL WHEELS
LH DRIVER DOOR ONLY / RADIO
SUSPENSION DUMP



Components shown may not reflect all spec'd options and are not to scale

Application Version 12.0.808
Data Version PRL-886.013
TurtleTop 27MY TTTHD 300hp 2500pts
26k hy...



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SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-886	COMMERCIAL BUS CAB/CHASSIS MY 2027 (EFF: 11/13/25)
Data Version	
DRL-013	SPECPRO21 DATA RELEASE VER 013
Vehicle Configuration	
001-342	S2C 106 CONVENTIONAL CAB AND CHASSIS
002-004	SET BACK AXLE - TRUCK
003-001	LH PRIMARY STEERING LOCATION
004-227	2027 MODEL YEAR SPECIFIED
Pre Specing	
AF3-2F1	TURTLE TOP, INC.
General Service	
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 9880.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 17500.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs
AA1-005	CHASSIS CONFIGURATION
A85-036	CHURCH/PRISON/ACTIVITY BUS, VOCATION 2610
AA3-045	CHARTER/SHUTTLE/TRANSIT BUS/MOTOR COACH
A84-1BU	BUS TRANSPORTATION BUSINESS SEGMENT
AA4-014	PASSENGERS COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
AF2-998	NO STATE/PROVINCE DOMICILE SELECTED
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)

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Data Code	Description
Engine	
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
Engine Controls & Parameters	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
79A-075	75 MPH ROAD SPEED LIMIT
79B-004	CRUISE CONTROL SPEED LIMIT 1 MPH LOWER THAN ROAD SPEED LIMIT
79G-998	NO IDLE SHUTDOWN CONFIGURATION
79K-017	PTO MODE ENGINE RPM LIMIT - 2300 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED
79P-009	PTO RPM W/CRUISE SET SW - 1200 RPM
79Q-005	PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM
79S-009	PTO MODE CANCEL VEHICLE SPEED - 0 MPH
79U-006	PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-009	REMOTE PTO SPEED 1 SETTING - 1200 RPM
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80M-002	ALTERNATE SWITCH SPEED 950 RPM
80N-002	MAXIMUM ENGINE RPM = 2500 ON VSS FAILURE
Engine Equipment	
266-100	700 SQ-IN ALUMINUM RADIATOR
105-001	ENGINE MOUNTED OIL CHECK AND FILL
111-001	15W-40 WT ENGINE OIL
190-001	DONALDSON 1-STAGE AIR CLEANER
188-050	AIR INTAKE THROUGH LH SIDE OF HOOD
192-004	AIR CLEANER MOUNTED ON FIREWALL
124-120	LN 12V 320 AMP 4962PGH PAD MOUNT ALTERNATOR
292-1D7	(3) ALLIANCE MODEL 1131, GROUP 31, 12V MAINTENANCE FREE 2775 CCA THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
282-045	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB 62" (1575MM) AFT OF STD
291-001	FRAME GROUND RETURN FOR BATTERY CABLES

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Data Code	Description
289-006	PLASTIC BATTERY BOX COVER
293-070	COLE HERSEE BATTERY SHUTOFF SWITCH, BATTERY BOX MOUNTED
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STD MECH AIR COMP GOV
152-049	ELECTRONIC ENGINE INTEGRAL WARNING & DERATE PROTECTION SYSTEM WITH SEPERATE LOW COOLANT LVL LIGHT & BUZZER
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
234-025	HORIZONTAL DIESEL PARTICULATE FILTER AFTERTREATMENT DEVICE
235-076	RH IB FRAME MTD HZ ATD
23U-009	10 GALLON DEF TANK LH FRAME MTD
35W-001	EXHAUST MITIGATION DEVICE FTL 4" ID SLIP- FIT
237-072	HORIZONTAL TAILPIPE, EXIT LH REAR OF CHASSIS
273-004	BORG WARNER VISCOUS FAN DRIVE
110-003	CUMMINS SPIN ON FUEL FILTER
267-001	REMOTE MOUNTED SURGE TANK
103-039	ANTIFREEZE TO -34F, OAT (NITRITE & SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-016	CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA AND GREATER, SS CLAMPS LESS THAN 1"
261-001	STANDARD CHARGE AIR COOLER PLUMBING
270-998	NO OPTIONAL RADIATOR PLUMBING
168-002	LOWER RADIATOR GUARD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER
140-010	CHROME ENGINE HEATER RECEPTACLE TEMPORARILY MOUNTED TO ENGINE
134-001	ALUMINUM FLYWHEEL HOUSING
155-023	DENSO 12V STARTER WITH COPPER CONTACTS

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Data Code	Description
Transmission	
342-1MJ	ALLISON 2500 PTS AUTOMATIC TRANSMISSION WITHOUT PTO PROVISION
Transmission Controls & Parameters	
345-005	T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION
353-032	VEHICLE INTERFACE WIRING WITH ADA INTERLOCKS
343-301	PKG 354 - 1K/2K RDS/EVS/HS/MH/PTS/SPS - 5TH GEN
97F-002	ALLISON TRANS - SEM/LRTP REQ
97G-001	TRANS PROG-ENABLED
84C-007	6, 3, 2, 1 - D, 3, 2, L -1K/2K PRIMARY GEARS
85B-011	RANGE INDICATION,PARK,NEUT
84N-011	NEUTRAL AT STOP ENABLED
84S-005	FUEL SENSE GHG
84U-001	SECONDARY MODE INPUT - MODE SWITCH,FOR 1000/2000 PRODUCT FAMILIES ONLY
84W-004	AUX RNG INHIBIT,DUAL
86A-001	DYNACTIVE DISABLED
86D-998	NO TCU-ACCELERATION RATE MGT
Transmission Equipment	
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
346-001	TRANSMISSION OIL CHECK AND FILL
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle & Equipment	
400-1A5	DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74DROP SINGLE FRONT AXLE
403-002	NON-ASBESTOS FRONT BRAKE LINING
402-054	BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
419-004	FRONT DISC BRAKE ROTORS
418-030	CONMET IRON FRONT HUBS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS W/WINDOW, CENTER AND SIDE PLUGS - OIL
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES

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Data Code	Description
618-002	STANDARD CUPS AND CONES (WHEEL BEARINGS) FRONT AND REAR
536-050	TRW THP-60 POWER STEERING
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR

Front Suspension

620-062	10,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
629-998	NO FRONT SWAYBAR
410-017	SACHS FRONT SHOCK ABSORBERS

Rear Axle & Equipment

420-1GG	DA-RS-17.5-4 17,500# L-SERIES SINGLE REAR AXLE
421-456	4.56 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-055	SPL100 DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE
393-001	DRIVELINE GUARD
423-054	BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES
433-002	NON-ASBESTOS REAR BRAKE LINING
451-005	REAR DISC BRAKE ROTORS
440-006	REAR OIL SEALS
435-009	REAR AXLE MOUNTED AIR OPERATED DRUM PARK BRAKE

Rear Suspension

622-216	23,000# AIRLINER REAR SUSPENSION WITH CHAIN CLEARANCE
621-007	AIRLINER HIGH POSITION RIDE HEIGHT
888-002	MANUAL DUMP VALVE FOR AIR SUSPENSION W/INDICATOR LIGHT, W/O GAUGE
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
87D-001	REAR AIR SUSPENSION DUMP VALVE AUTOFILL W/IGNITION OFF OR >5 MPH W/IND LIGHT
630-001	REAR SWAYBAR
439-017	SACHS REAR SHOCK ABSORBERS

Tag Axle & Equipment

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Data Code	Description
443-998	NO TAG AXLE
Brake System	
018-003	HYDRAULIC BRAKE PACKAGE W/OPTIONAL AIR SUPPLY
490-1AR	WABCO NG HYDRAULIC 4S/4M ABS W/O TRACTION CONTROL
871-033	NYCLAD HYDRAULIC TUBING WITH NYLON AND FABRIC/WIRE BRAID CHASSIS AIR LINES
901-006	HYDRAULIC HOSE/LINE FRONT SERVICE BRAKES
902-006	HYDRAULIC HOSE/LINE REAR SERVICE BRAKES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION
46E-001	STANDARD AIR MANAGEMENT UNIT
480-034	BW AD-IP BRAKE LINE AIR DRYER WITH HEATER
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
460-077	ONE STEEL AIR BRAKE RESERVOIR MTD INSIDE RAIL
477-024	BW DV-2 AUTO DRAIN VALVE WITH HEATER ON ALL TANK(S)
Wheelbase & Frame	
545-605	6050MM (238 INCH) WHEELBASE
546-080	5/16X3.00X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 80KSI
552-016	3425MM (135 INCH) REAR FRAME OVERHANG
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE

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Data Code	Description
586-024	FENDER & FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-006	ZINC PLATED HEX HEADED FRAME FASTENERS
54L-998	NO BODY BUILDER CLIP/CLAMPING AFT
Fuel Tanks	
230-001	60 GALLON/227 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
5A3-003	PETROLEUM DIESEL FUEL
205-009	LH SIDEFILL FUEL TANK CAP
20J-002	FUEL FILLER NECK WITH STRAIGHT FLANGE
122-1J1	DETROIT F/W SEP W/WIF SENSOR, HAND PRIMER & 12V PREHEATER
Tires	
093-1XE	MICHELIN X MULTI D 255/70R22.5 16 PLY RADIAL FRONT TIRES
094-1XE	MICHELIN X MULTI D 255/70R22.5 16 PLY RADIAL REAR TIRES
Hubs	
450-030	CONMET IRON REAR HUBS
Wheels	
502-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC FRONT WHEELS
524-998	"NO POLISHED"
505-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
498-049	FREIGHTLINER VALVE STEMS
Cab Exterior	
829-071	106" BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP
653-997	OMIT STANDARD RH DOOR ASSEMBLY
655-026	LH CAB DOOR LATCHES WITH ELECTRIC DOOR LOCKS, NO RH DOOR LOCK
682-085	OPENING IN BACK OF CAB W/TEMPORARY STRUCTURE
650-009	RUBBER CAB MOUNTS
664-004	POLISHED SS STEP FINISH
644-004	FIBERGLASS HOOD
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION



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Data Code	Description
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
65X-003	CHROMED HOOD MOUNTED AIR INTAKE GRILLE
727-1AF	SINGLE 14" ROUND HADLEY AIR HORN UNDER LH DECK
726-002	DUAL ELECTRIC HORNS
728-998	NO HORN SHIELD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
312-104	LED LOW BEAM & HIGH BEAM HEADLIGHTS W/ CHROME BEZEL
311-001	DAYTIME RUNNING LIGHTS
294-027	WIRING ONLY WITH SEPARATE STOP AND TURN LIGHT CIRCUITS TO END OF FRAME FOR CUSTOMER FURNISHED LAMPS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1D4	LH ONLY WEST COAST BRT FIN HTD MIRROR W/RMT
797-001	DOOR MOUNTED MIRRORS
743-207	LH 8" CONVEX MIRROR, BRIGHT FINISH, MTD UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-058	DUAL LEVEL ENTRY STEPS LH ONLY
768-997	OMIT REAR WINDOW(S)
661-020	TINTED DOOR GLASS LH WITH TINTED LH NON- OPERATING WING WINDOWS, NO RH WINDOW
654-025	LH ELECTRIC WINDOW REGULATOR, NO RH REGULATOR
663-019	1-PIECE TINTED ROPED-IN WINDSHIELD
659-003	1 GALLON WINDSHIELD WASHER RESERVOIR
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
969-103	FCCC INSTALLED EMBLEMS ON HOOD

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
772-006	BLACK MATS WITH SINGLE INSULATION
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING

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Data Code	Description
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
685-118	FCCC COMPLETED DASH A/C ONLY, NO OTHERFCCC SUPPLIED AC COMPONENTS
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
702-002	BINARY CONTROL, R-134A
170-041	ADDITIONAL AUXILIARY LINES WITH MANIFOLD PLUMBING AND COMBINED SHUTOFF TO DASH AND AUXILIARY HEATER
739-034	PREMIUM INSULATION
285-020	SOLID-STATE CIRCUIT PROTECTION, PDMS W/FUSES & BRKRS, PDC W/FUSES & BRKR
324-1AJ	LH/RH DOOR ACT DOME LTS, DUAL READING LTS & LH/RH DOOR MTD CRTSY LTS
32H-013	STEPWELL LAMP ON WITH DOOR(S) OPEN
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
756-339	PREMIUM (L2) ISRI HB AIR SUSP DRVR SEAT W/2 AIR LMBR,INT CUSH EXT,TLT & ADJ SHCK
760-997	OMIT STANDARD FRONT PASSENGER SEAT
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST
711-006	LH INTEGRAL DOOR PANEL ARMREST, NO RH ARMREST
758-036	VINYL W/VINYL INSERT DRIVER SEAT
763-031	3 POINT FIXED D-RING RETRACTOR DRIVER SEAT BELT; NO PASSENGER BELT
706-013	MOLDED PLASTIC DOOR PANEL
693-003	PLASTIC MANIFEST BOX - LH DOOR
9EE-004	J1939 ELECTRICAL ARCHITECTURE
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

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Data Code	Description
732-003	WOODGRAIN DRIVER INSTRUMENT PANEL
734-003	WOODGRAIN CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
811-039	DRIVER MESSAGE CENTER W/LCD DISPLAY,24 WARNING LAMPS, DATA LINKED, AMI
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
812-022	ELECTRONIC 3500 RPM TACHOMETER
840-007	SINGLE AIR PRESSURE GAUGE FOR HYDRAULIC BRAKES WITH AIR PROVISION
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
844-001	2 INCH ELECTRIC FUEL GAUGE
864-022	DIGITAL TRANS OIL TEMP IN DRIVER DISPLAY
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH
746-137	AM/FM/WB WORLD TUNER RADIO W/BLUETOOTH, USB & AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-055	2)RADIO SPEAKERS IN CAB & WRG ONLY FOR (2)BODYBUILDER INTERFACE SPKRS
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-050	ONE VALVE PARKING BRAKE SYSTEM W/WARNING INDICATOR AND CUSTOMER CONTROLLED PARK BRAKE RELEASE SOLENOID

Application Version 12.0.808
Data Version PRL-886.013
TurtleTop 27MY TTHD 300hp 2500pts
26k hy...



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Page 11 of 12

Prepared for:
Tonda Miller
TURTLE TOP INC BB
67819 STATE RD 15
NEW PARIS, IN 46553
Phone: 800-296-2105

Freightliner Custom Chassis Corporation

Prepared by:
April Newton
Freightliner Custom Chassis
522 HYATT STREET
GAFFNEY, SC 29341
Phone: 864-491-0622

Data Code	Description
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

065-196	PAINT: ONE SOLID COLOR; BASE/CLEARCOAT
---------	--

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
98A-998	NO GRILLE PAINT
986-019	CHASSIS PAINT: VENDOR BLACK
962-972	POWDER WHITE (N0006EA) FRT WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION
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Special Narrative Instructions

999-998	NO SPECIAL NARRATIVE
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Extended Warranty

995-011	FREIGHTLINER CUSTOM CHASSIS CORPORATION BASIC CHASSIS WARRANTY
WAG-075	TOWING: 2 YEARS/UNLIMITED MILES/KM EXT TOWING COVERAGE \$750 CAP FEX APPLIES

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





TURTLETOP

Decades of Dedication

Turtle Top injects decades of family-owned passion, innovation and manufacturing expertise into every bus that rolls out of our doors.



Circa 1962



Over 55 years of history and experience anchor our core values of integrity, faith, quality, and service. Owning a Turtle Top means choosing a legacy, born from creativity and sustained by an unmatched pursuit for perfection that spans five generations.

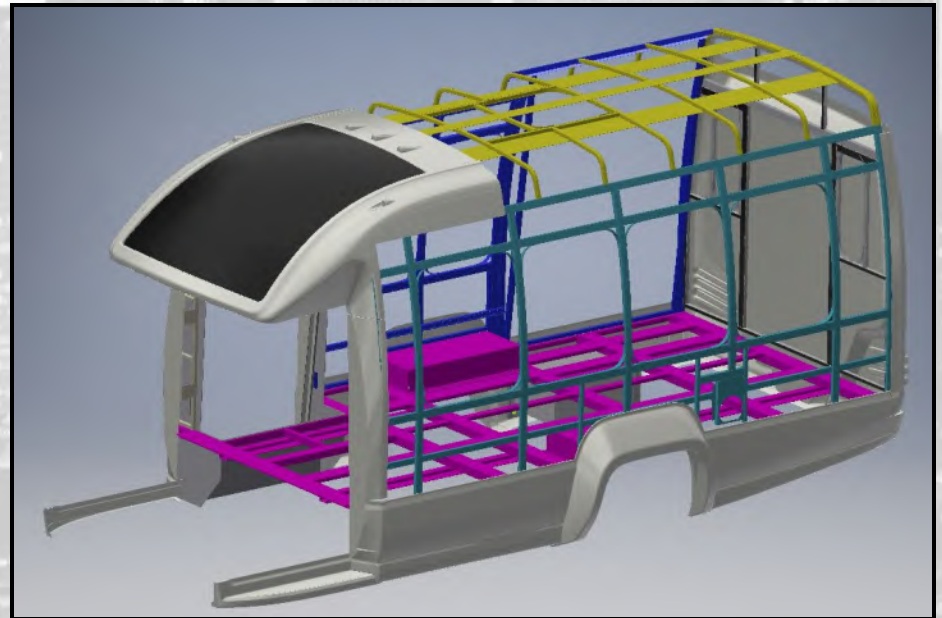
Our Commitment

Our commitment to you begins well before you purchase a bus. Our engineering passion for safety and longevity is foundational to each component of our model designs. Every bus we build is evaluated by sales professionals, engineers, and our 5S certified quality control team.



Turtle Top pledges to serve you well with:

- Our 5 year/100K mile bumper-to-bumper, limited warranty on every model.
- Service locations and independent service centers across the US and Canada.
- Every model is Made in America. 



"For decades, Turtle Top has committed to innovating and supporting the strongest, safest commercial buses on the market. Even as our industry changes and products evolve, these basic principles that have become our reputation will always remain". --Rob Cripe, President

VanTerra

Our updated VanTerra enhances everything you love about our previous models with the technology and innovation of modern-day construction. The Turtle Top VanTerra is constructed on the Ford E-350 cutaway power train with either single or dual rear wheels. Your choice of floor-length gives flexibility for a variety of para-transit and luxury options.

This model incorporates a true five-sided structure that sets the standard in industry safety. The aerodynamic exterior and comfortable interior are enhanced by an enormous passenger front-view window and sophisticated lighting packages. The VanTerra truly remains at the head of its class.



Up to 18 Occupants



TURTLE TOP

VanTerra Features:

- High quality Ford E-350 chassis
- SRW and DRW versions
- Electric, bi-fold entry door
- Wide aisle with max interior headroom
- 17" or 19" Wide seats for maximum comfort
- Scenic passenger windshield available
- 5-Sided steel roll cage with rust inhibitor
- Standard white full body paint

* Altoona
tested



Canada
Approved

Terra Transit

The Terra Transit shuttle bus is an economical complement to Turtle Top's mid-size fleet and is available on a Chevy or Ford Chassis. This straight sidewall version of the Odyssey maintains the same safety standards that Turtle Top incorporates in all models. This budget-sensitive Turtle Top product comes packed with standard equipment and a generous supply of options. With a variety of floor plans, it will meet your needs for storage, seating preference, and wheelchair accessibility. Quality construction and full roll cage with a 5-year warranty make this the most affordable and best overall value choice for safe, dependable transportation.



Up to 34 Occupants



TURTLE TOP

Terra Transit Features:

- Available on Chevy or Ford chassis
- 29" or 36" Front door entry
- Large A-pillar window
- Available in flat and lowered floor
- 5 Sided steel roll cage w/ rust inhibitor
- High gloss 1-piece composite exterior
- Side panels w/ UV protection
- Optional front or rear wheelchair lift locations

* Altoona
tested



Canada
Approved

Odyssey

The Odyssey family of buses provides a first-class travel experience on the Chevrolet and Ford chassis. With innovation, styling, and quality, the Odyssey shuttle bus is the best choice for churches, assisted living facilities, and airport shuttles to name a few. The Odyssey is a legacy model at Turtle Top and includes our five-sided steel cage and other standard equipment most consider optional. We stand behind the Odyssey with our excellent warranty, so cast worry and high operating cost aside.



Up to 26 Occupants



TURTLE TOP

Odyssey Features:

- Available on Ford or Chevy chassis
- Aerodynamic automotive style exterior fiberglass
- Wide aisle with max interior headroom
- Many window styles and sizes
- 5-Sided steel roll cage with rust inhibitor
- Meets and exceeds FMVSS regulations
- Standard white full body paint

* Altoona
tested



Canada
Approved

Odyssey XL

The Odyssey XL shuttle bus and motorcoach series extend our most popular shuttle to provide up to 41 occupants with a great ride. These are available on the Ford F550 and Freightliner S2C chassis and provide top-notch road stability, passenger comfort, dependability, quality, and safety. Selecting the Odyssey XL increases passenger capacity for churches, colleges, city or county transportation authorities, assisted living services, cross-country touring companies, excursion companies, and many more transportation opportunities.



Up to 41 Occupants



Odyssey XL Features:

- High quality Ford F550 or Freightliner S2C
- Aerodynamic automotive style exterior fiberglass
- Bi-fold or Plug door passage entry
- Wide interior with double row 19" luxury seating with optional 3 pt seating
- Custom Audio-Video packages offered
- Large passenger windshield available
- 5-sided steel roll cage with rust inhibitor
- Drop floor rear luggage available
- Restroom packages available
- Standard white full body paint



* Altoona tested



Canada Approved

Model Specifications

	Max Capacity (Incl. Driver)	Interior Height	Exterior Height (Not incl rooftop options)	Interior Width	Exterior Width (Not incl Mirrors)
 VanTerra	18	75"	109"	79"	SRW-82" DRW-96"
 VT3	18	75"	115"	79"	86"
 Terra Transit LD	17	75"/80"	115"	82"	84"
 Terra Transit MD	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Terra Transit HD	34	76"	115"	94"	96"
 Odyssey	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Odyssey XL (F550)	34	80"	125"	98"	102"
 Odyssey XL (S2C)	41	80"	127"	98"	102"

Overall Length	Wheelbase	GVWR (Up to)	Ground to First Step	Step Riser Height	Step Run Depth
21' or 23'	138" or 158"	12,500	11 1/2"	9"	9"
23'6"	156"	11,000	9 1/2"	10"	9"
21'8",24'6"	138"-156"	11,000	10"	Raised Floor 8 1/2" Lower Floor 10"	9"
20', 23', 25', 28'	138"-206"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
28', 31', 34'	205"-235"	19,500	10"	9 1/2"	8 1/2"
23'-28'	158"-200"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
29'-35'	205"-255"	19,500	10 1/2"	9"	10"
31'-39'	219"-296"	26,000	9 1/2"	10 1/2"	9"

INTEGRITY. COMMITMENT. CLASS.



Proudly manufactured in New Paris, IN, USA. Available throughout the USA & Canada. Contact Turtle Top today to find your local representative.



800-296-2105
TurtleTop.com



Made in America

TURTLE TOP - Built to Last



LIMITED LIFETIME WARRANTY

Coosa Composites provides a limited lifetime warranty on all of Coosa's composite panels. Coosa Composites warrants that the products delivered to the buyer will, at the time of delivery, be free from defects in material and workmanship. Coosa's limited warranty applies to fungal decay, rot, termite damage, delamination, or structural failure of its products during normal recreational use for the lifetime of the product. Coosa's warranty provides for replacement product, other materials and labor directly associated with repairs to the failed Coosa product for the first 3 years from the date of manufacture of the product containing Coosa's composite panels. After 3 years, the warranty provides for replacement of the Coosa product only. The warranty is limited to the above expressed warranty and COOSA COMPOSITES MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no case shall Coosa Composites be held responsible for any damages caused by improper installation or any other act of another party or by any cause beyond its control. In no case shall Coosa Composite's warranty exceed that warranty provided by the original equipment manufacturer on its products containing Coosa's composite panels. Except as expressly stated within this warranty, Coosa Composites will not be responsible for any consequential or incidental damages (including lost profits) resulting from the sale or use of any products. Except as separately stated above, Coosa's sole responsibility will be the monetary value of its products, and its sole liability is limited to the replacement of its products.



All composite
sub-floor,
standard on
Turtle Top
Buses.

About Us

Turtle Top started manufacturing automotive products in 1962. What began with recreational vehicles has grown into a reputed provider of transportation solutions with sales and service locations across the USA and Canada. We build buses designed according to the requests and requirements of our customers. Our clientele include some of the most prestigious names in the motor coach industry..



800-296-2105



www.turtletop.com



167819 State Rd 15
New Paris, IN
46553



TURTLETOP

Performance

At 40% the weight of wood and virtually no water absorption, Coosa Composites panels enhance the performance of your bus.



Pass the pump.

Take advantage of the weight savings with an increase in MPG and a reduction in fuel stops.



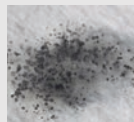
Reduce your footprint.

With less frequent fuel stops and, lowering fuel consumption, Coosa sub-floors help to reduce your carbon footprint..



Coosa Composites panels

are not subject to insect infestations, including termites.



No rot. No mold

Unlike traditional wood sub-floors that absorb water, rot and mold, Coosa's subfloors do not absorb water or rot or mold.



Nade in the USA

All Coosa Composites sub-floor panels are manufactured in the USA



Peace of Mind

A Coosa Composites subfloor requires no maintenance, providing a lower cost of ownership versus a wood subfloor.

With all the benefits of Coosa panels they add up to one more nice benefit:

INCREASED RESALE VALUE

Taking Care of Your Coosa Composites Subfloor

Caring for your Coosa Composites subfloor is easy. It's maintenance free!

Please read the information below.

The deck is formadehyde free and no VOC's were produced when the deck was manufactured.

Some discoloration on the bottom of the deck, over time, is normal.

When bonding Coosa to another surface that does not absorb water, do not use an evaporative cure adhesive: like wood glue. It will not cure properly.

Call the factory for more information at 877.249.1010.



FEATHER WEIGHT

**MID-HI SEAT
"ROCK SOLID"**



Sustainable Seating Solutions

Freedman Seating Company's Feather Weight seats are designed to be like feathers on a bird: light and airy to satisfy weight restrictions and ensure a smooth ride, yet durable for years of service and low maintenance.

Freedman Seating Feather Weight seats are the most severely tested in the company's history, and meet all applicable federal motor vehicle safety standards for strength and safety (including 210 for seat belts).

Less weight means one thing to bus builders and operators: they can get more passengers per bus.

And when we say more passengers, ***we mean more happy passengers.***



Not Just Seats



Seating Solutions™

THE FEATHER WEIGHT SERIES BY

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"



Sustainable Seating Solutions

Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

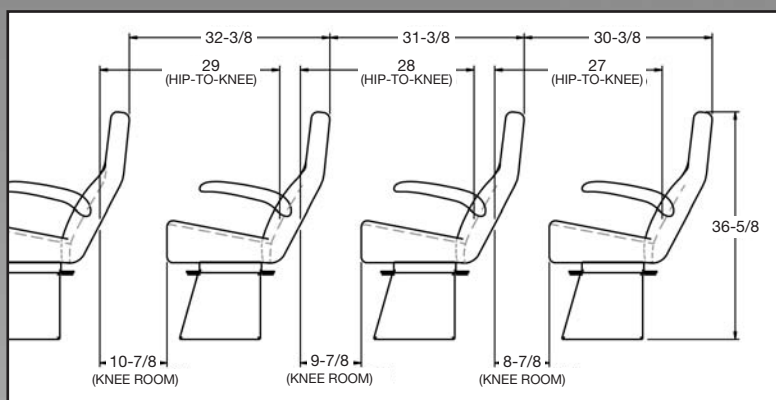
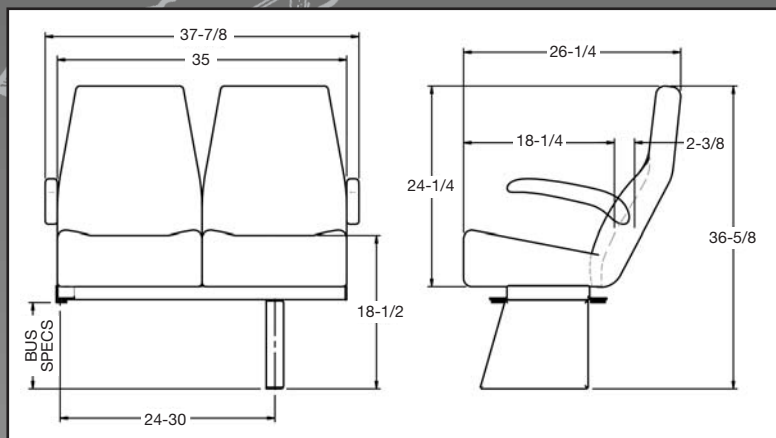
- An ultra-thin *Knee-Saver* type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- Wire mesh-grid seat springs for even support
- FMVSS 210 compliance—all *Feather Weight* seats are seat belt ready
- Transit style—rigid backrests (starting weight without options—43 lbs.)
- Touring style—reclining backrests (starting weight without options—47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

- Black molded *U.S. Arms* or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
 - Non-retracting seat belts
 - Retracting seat belts
 - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

ISO 9001:2000 registered



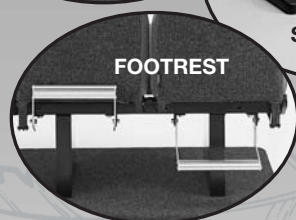
OPTIONS



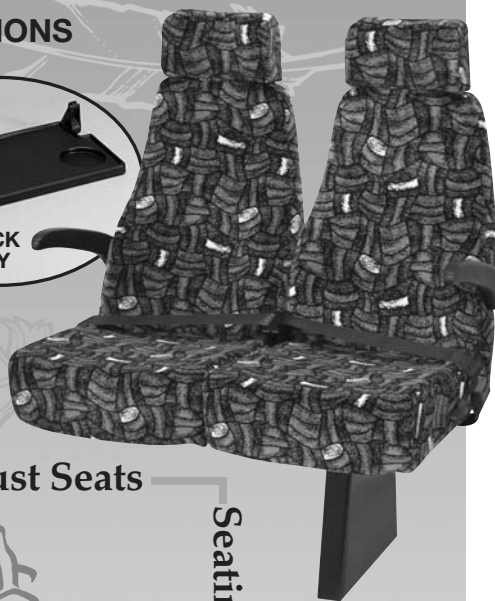
PILLOW SEAT



SNACK TRAY



FOOTREST



Not Just Seats



Seating Solutions™

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
e-mail: sales@freedmanseat.com
WWW.FREEDMANSEATING.COM



CENTURY SERIES NCL1000-2 WHEELCHAIR LIFTS

THE ONE-STOP-SHOP FOR ALL YOUR MOBILITY TRANSPORTATION NEEDS

Since 1963, BraunAbility® has been the trusted industry leader. Our wheelchair accessible vehicles and lifts are designed to meet your specific needs, with performance, safety, and reliability that will keep your fleet up and running day after day, year after year. With the most diverse product portfolio of any mobility vehicle company in the industry, BraunAbility delivers the right solution to every commercial mobility need.

NCL1000-2 CENTURY SERIES WHEELCHAIR LIFT

STANDARD FEATURES

- **1,000-pound lifting capacity**
- NHTSA-compliant
- Fully automatic FMVSS 403-compliant lift, operated by an attendant
- Interfaces with OEM interlocks
- Long-lasting LED lift-mounted lights
- Side or rear door application*
- Platform options up to 37" wide
- Floor to ground lift heights up to 48"
- Made in the USA

* Vehicle suspension dynamics affect body roll and FMVSS 404 platform tilt allowance. Before selecting a lift with a 1000# rated capacity, ensure this load does not induce excessive platform tilt.

SAFETY FEATURES

- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents operation if occupied
- Visual and audible warnings alert both passengers and attendants to unsafe conditions
- Interlocked gas spring activated outer barrier
- Dual handrails for security and convenience
- Pump design prevents platform folding when occupied

EASE OF USE FEATURES

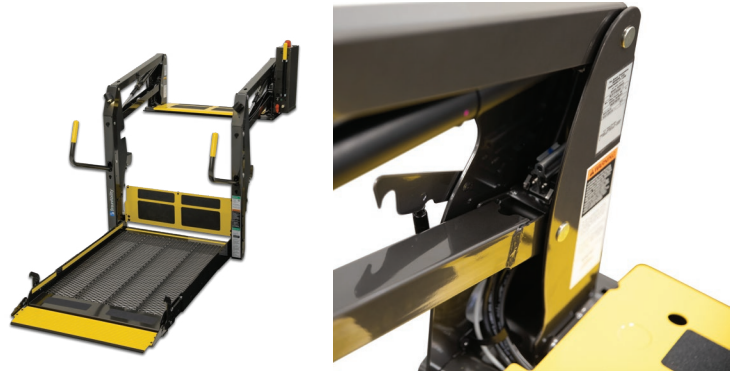
- Hand-held control box with illuminated functions
- Durable redesigned baseplate reduces lift weight, and allows for quicker and easier service
- Bridging feature permits the wheelchair user to board the lift from sidewalks
- Equipped with an adjustable anti-rattle feature
- Lift-Tite™ system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components
- Integrated back-up pump

BRAUNABILITY'S UNRIVALED SERVICE

Every BraunAbility® commercial mobility product comes with our team of commercial mobility experts. They will work to find the ideal mobility transportation solution, no matter the requirements, complexity, or scale. And after you make a purchase, they will continue to work just as hard to offer you all the service and repair support you need.

The NCL1000-2 Century Series Wheelchair Lift from BraunAbility

With dual hydraulic lift arms, and a design that has withstood the test of time, the Century Series offers all the benefits and quality of a BraunAbility wheelchair lift in a streamlined, economical package. The simplified electrical system offers trouble-free operation, while the non-hydraulic spring-loaded outer barrier keeps the wheelchair safely and securely on the wheelchair lift platform throughout the lifting cycle. In addition to all these standard features, the NCL1000-2 also comes equipped with an increased lifting capacity of 1000 pounds.



The NCL1000-2 Century Series also features new and improved inboard barriers, baseplates, vertical channels, and lower parallel arms for a more rigid and stable ride.

BraunAbility offers several models of the Century 2 Wheelchair Lift to address the right application, including usable platforms of 33" x 51", 34" x 51", 34" x 54", as well as 37" x 51" and 37" x 54". The models also vary based on the placement of the front or rear pump module, the lifting capacity (1,000 pounds), and the overall floor-to-ground lift height (up to 48"). The Century 2 Wheelchair Lift is available with or without the handrail belt. See your BraunAbility dealer or braunability.com for lift models available for your specific application.



 **MADE IN THE USA**

631 West 11th Street • Winamac, IN 46996
(574) 946-6153 | 1-800-THE-LIFT
www.braunability.com/commercial

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. BraunAbility reserves the right to make changes at any time without notice. © 2019 The Braun Corporation 405245

QRT[®]-1 SERIES



MAX / DELUXE / STANDARD
4-POINT SECUREMENT
WHEELCHAIR RETRACTORS



QRT[®]-1 SERIES

The Securement System That Changed Everything

The original 4-point wheelchair securement system, QRT-1 Series retractors defined the way passenger safety devices are designed and tested.

With a range of 3 different options to fit every need and every budget, the QRT-1 Series of retractors offer easy to use, effective 4-Point securement of wheelchairs for virtually any vehicle application.



QRT MAX

FULLY AUTOMATIC, premium knobless retractor that allows for one-handed operation.

More than 30 years ago, Q'STRAIT introduced the world's first fully integrated 4-Point wheelchair passenger securement system, now an industry standard the world over.

The QRT line of retractors are the linchpin of that system.



Every QRT retractor is fully ADA complaint, and meets or exceeds all standards and regulations, including:

- SAE J2249, ISO 10542,
- FMVSS 209, 302, 210, 222
- CMVSS 209
- CSA Z605
- and 30mph/20g crash testing

Anchorage Options

All QRT-1 Series Retractors are compatible with L-Track, L-Pockets and Slide 'N Click anchorages, or may be directly mounted to vehicle floors, seat legs or barriers.



L-TRACK / L-POCKETS

For kits that use L-Track or L-Pocket anchorages, QRT Series retractors feature our patented Positive Lock Indicator (PLI) that clearly indicates when the fitting is locked in the anchorage.

SLIDE 'N CLICK

For kits that include Slide 'N Click anchorages, QRT Series retractors feature a single-bolt SNC assembly and plunger that allows a full 360° rotation, eliminating anchorage alignment guesswork.

QRT-1 SERIES FEATURES COMPARISON				
	MAX	DLX	STD	
Knobless, One-Handed Operation. No knobs to interfere with wheels and footrests.	●			
Dual Tensioning Knobs. Provides additional tensioning if needed.		●		
Single Tensioning Knob. Provides additional tensioning if needed.			●	
Automatic, Self-Locking. Allows easy, one-handed hook-up.	●	●		
Self-Tensioning. Retractors automatically take up 'slack'.	●	●		
Positive Lock Indicator. Patented feature clearly indicates when fitting is locked in anchorage.	●	●	●	
Interchangeable. Eliminates confusion: no right, left, front or rear locations.	●	●	●	
Low Profile & Compact. Elimination of mounting bracket allows retractors to fit under most footrests.	●	●	●	
Accommodates Larger Wheelchairs. Reduced overall length leaves more room for wheelchairs.	●	●		
Ultra-Durable. Hardened steel and coated zinc for maximum corrosion resistance.	●	●	●	
Universal Design. Accommodates virtually all wheelchair designs, including scooters.	●	●	●	
J-Hook. Reduces twisting of belts and ensures proper securement for all wheelchair designs.	●	●	●	
Foot Release Lever. Easy release eliminates the stress of bending down.	●	●	●	



WWW.QSTRAINT.COM/QRT-1-SERIES

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Fax: 954-986-0021
Email: qstraint@qstraint.com

Q'STRAIT AUSTRALIA

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21 Shoebury Street,
Rocklea, Australia, QLD. 4106
Tel: +61 7 3892 2311
Fax: +61 7 3892 1819
Email: info@tramanco.com.au

Technical Specifications

Apex+ 3™ 3-Position Universal Bicycle Rack



Features and Benefits

- Apex+ is designed to carry every kind of bike—from kids' bikes to e-bikes and fat tires—effortlessly and securely.
- The most secure commercial bike retention system, Apex+ features a precision ratcheting arm that locks bikes in place with unmatched stability—eliminate rider anxiety by making loading stress-free, mistake-proof, and secure.
- Eliminating fit issues and simplifying every trip, Apex+ enhances safety, shortens dwell times, and supports a seamless multimodal experience for every rider.
- Apex+ is *the* digitally capable bike rack built for Velolink, to deliver rack usage data and ridership patterns.
- Identical tray halves to make repairs faster, cheaper and easier.
- Operator preferred, Apex+ has less rattle, less distraction, and a 75% quieter ride.
- Designed and manufactured for the life of the bus, Apex+ is built to withstand unintended impact, vibration and misuse.
- Proudly designed, engineered, and made in the USA — Buy America compliant, locally sourced, and built to last.
- Apex+ uses clear pictograms instead of multi-language decals, making loading simple for all riders—regardless of language or experience. The result: Fewer errors. Fewer SKUs.
- ***Intuitive for riders, hassle-free for operators, and engineered for simplicity and peace of mind***

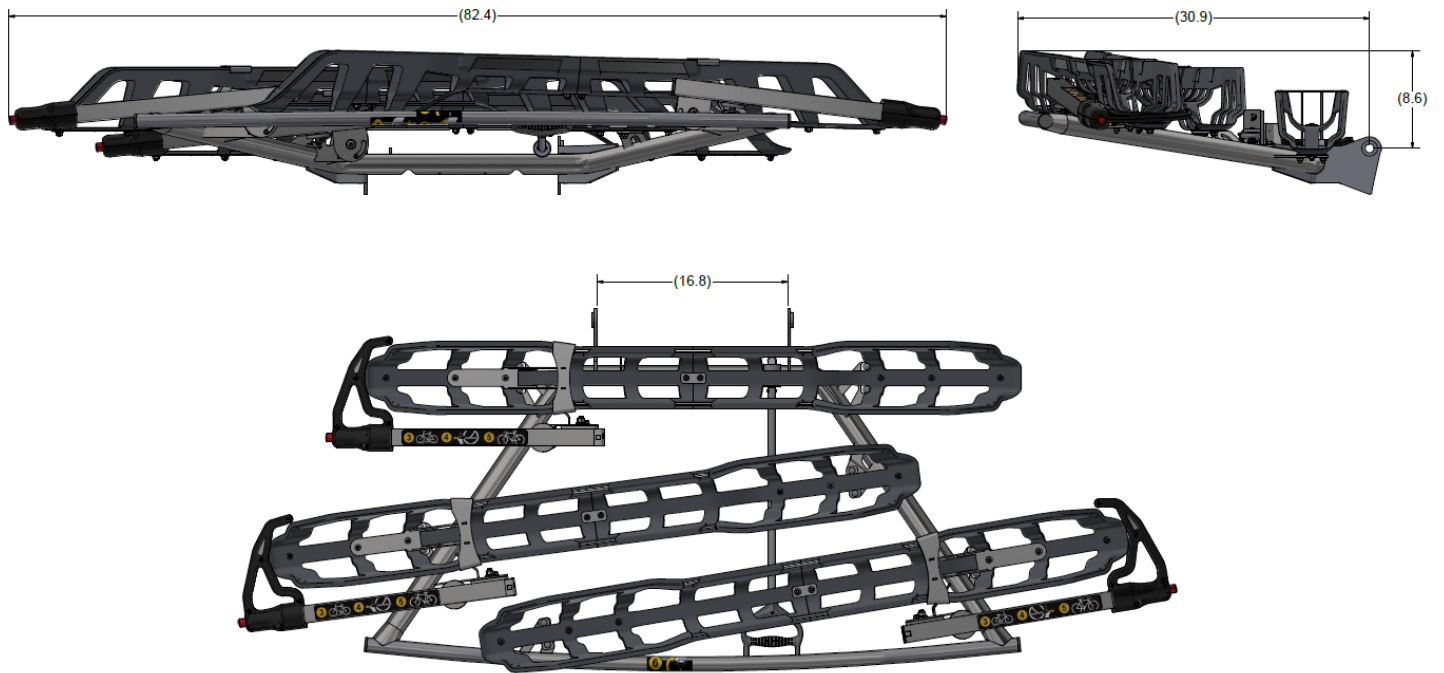
Specifications

General	
Bicycle Capacity	Three (3)
Material	Stainless steel frame, w/ anti-glare finish; Precision molded, specially formulated high performance polymer blend trays; Stainless steel support arms w/molded ergonomic handle
Pivot Plate	Standard Apex pivot plate or optional Ten Second Bracket™
Testing Certification	
Vibration, Shock	MIL-STD-810H, Method 514.8
Bicycle Compatibility	
Max. Wheelbase	51"
Max. Tire Width	5"
Wheel Size	16" to 29" (inc. 700c)
Max. Bike Weight	75 lbs.
Dimensions, Weight and Load	
Rack (LxWxD)	31.9" x 82.4" x 12.6"
Product Weight	63 lbs.
Stowing Weight	24 lbs.
Part Numbers	
Rack*	101553 101553-LINK* (Velolink and Deployment enabled) 101553-DPLY* (Deployment enabled)

*For Velolink and deployment-enabled racks, the appropriate mounting hardware—such as a TSB or a pivot plate equipped with sensor integration—is required.

Technical Specifications

Drawings and Dimensions (in inches), Apex+ 3™





Division of Independent Protection Co., Inc.
67819 State Road 15, New Paris, Indiana 46553
Phone: 800-296-2105

LIMITED COMMERCIAL WARRANTY

SECTION 1: WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "Turtle Top") warrants to the original retail purchaser that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, Odyssey XL and Terra Transit unit extends **FIVE (5) years** from the date when the unit is delivered to you or until the unit has been driven **100,000 miles**, if sooner. If vehicle is purchased based on a DOT specification requiring custom warranty, that warranty declaration issued with the BID prevails.

SECTION 2: WHAT DOES THIS WARRANTY NOT COVER?

Defects in the aesthetics or physical appearance of the unit over time. Deterioration due to normal use, wear and tear, and exposure to the elements. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control. Defects in the products that have been repaired, altered or modified without our approval including added equipment. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our install of such parts and accessories. Repairs made necessary by reason of failure to follow recommended maintenance procedures.

SECTION 3: HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period AND WITHIN (10) DAYS OF THE FAILURE. Only Turtle Top or the Selling Distributor has the authority to approve warranty service. You must make the unit available for examination at the distributor if requested. Additionally, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

SECTION 4: WHAT INFORMATION DO I GIVE MY DISTRIBUTOR?

You must provide the vehicle body number, located in the driver door jamb on the federal identification sticker and/or the VIN as well as the mileage at the time of the incident.

SECTION 5: WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part or assembly covered by this warranty.

SECTION 6: WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the selling distributor or service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. Repair or replacement of defective parts or assemblies is the sole remedy under the warranty. Turtle Top will not be held liable for damages incurred by failure to follow the terms of this warranty.

SECTION 7: WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

This written warranty is made in lieu of any and all other warranties, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE. This written warranty constitutes the entire agreement between you, the original vehicle owner and Turtle Top. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit. Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

SECTION 8: INSTRUCTIONS TO THE SELLING DISTRIBUTOR?

It is the responsibility of the selling distributor, at the time of sale, to inform the customer of the terms of this warranty and assign the designated service facility to obtain warranty service.

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties. *We do however ask all our partners to match the terms of our warranty expressed in Section 1.*

In the following cases listed below-these companies choose to work directly with the selling distributor to handle warranty involving their product. To expedite the coverage process, the selling distributor is required to contact the following manufacturers individually to attain parts and service.

- 8.1 The following companies' AC systems are installed in Turtle Top Buses. Identify the appropriate manufacturer by the install sticker under the hood and provide your unit # or VIN to the warranty department of the following: (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247
- 8.2 The following paratransit lifts are installed in Turtle Top Buses. Identify the appropriate manufacturer on the lift and identify your unit by VIN to the warranty department of the following: – (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884

If the partners listed above indicate warranty coverage does not match the terms of this document contact Turtle Top Customer Service at (877)-4-BUSAID.

Revised 1-2021 Document Number 20-0408A



Issued to:

Date issued:

Turtle Top Body Number:

Chassis VIN:



3 Year Unlimited Mile Warranty

Valeo Thermal Bus Systems; hereinafter referred to as "Valeo TBS", warrants its products to the original purchaser, subject to normal use and service, for a period of 36 months/unlimited miles from the date of equipment installation, and while in possession of the original owner.

Valeo TBS agrees to repair or replace with a new or repaired part, any part of a Valeo TBS unit which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates if performed at any authorized Service Center. Compensation at factory established rates for loss of refrigerant will be paid only when caused by a defective part and if the defective part itself was under warranty at the time of failure.

CONDITIONS OF WARRANTY

1. **Handling of Warranty Claims.**
 - A. Should a failure occur to a Valeo TBS component under warranty, call Valeo TBS at (574) 264-2190 for authorization (**pre-authorization is required before work is performed**) and return the vehicle to the installer or dealer from whom the air conditioning was purchased. Present your copy of the warranty registration card. He will make the necessary repairs to the system or replacement parts as covered by the warranty.
 - B. If it is not possible to return to the original dealer, take the vehicle to any convenient Valeo TBS dealer and present your Warranty Card. He will contact the factory for authorization for the necessary repairs. Should you be unable to locate an authorized Valeo TBS dealer, contact the factory and you will be assisted.
2. **Exclusions from Warranty.**

THIS WARRANTY SHALL NOT APPLY TO:

 - A. Any part or parts of products becoming defective as a result of negligence, accident, or other casualty.
 - B. Owner's failure to provide normal maintenance such as lubrication of engine, tightening belts, cleaning coils, loss of refrigerant, drier replacement or improper voltage or electrical connections.
 - C. Improper installation, repair, or alterations.
 - D. Operation in a manner contrary to Valeo TBS's printed instructions.
 - E. Any parts or products which have been repaired or altered outside of Valeo TBS's factory unless specific written authorization for such repair or alteration has been issued by Valeo TBS.
3. **Conditions.**
 - A. Valeo TBS neither assumes nor authorizes any person to assume for it, any obligations or warranty other than that herein stated.
 - B. Valeo TBS reserved the right to make changes in design or improvements of its products or parts thereof without obligations to make or install such changes or improvements in or upon products covered in this warranty.
 - C. Remedies available to the owner for breach of the A/C Factory Warranty are expressly limited to an action to recover the cost of repairs or replacement due hereunder.
 - D. Repair or replacement of any part or parts of the products under this Warranty shall not extend this Warranty with respect to such repaired or replaced part or parts beyond the warranty period.
 - E. Valeo TBS does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
 - F. Valeo TBS will not be liable for loss of time, labor, equipment, rental, or other expenses while products are out of service.
 - G. Valeo TBS shall credit authorized dealers for labor for replacement or repair of defective parts discovered during the first 60 months/unlimited mileage after installation, per the published schedule of labor allowance in the Warranty Policy and Procedures Manual.
 - H. This Warranty shall remain in effect, for the aforementioned 36 months/unlimited miles when the equipment is properly installed, serviced and operated under normal conditions according to Valeo TBS's instructions.
 - I. Items such as filters, belts, pulleys, tensioners, driers, lubricants. Etc. are considered expendable and not covered under warranty.
4. **Requirements.**
 - A. Valeo TBS requires standard preventative maintenance to be performed at intervals of no less than 1 year or 50k miles, whichever occurs first. Reference document numbers QF 75.5-001 and QF 75.5-002 for Valeo TBS standard preventative maintenance guidelines, available at www.valeo-thermalbus.com/us
 - B. Valeo TBS requires all parts used for standard preventative maintenance be purchased from Valeo TBS directly or an Valeo TBS certified parts distributor at the customer's expense. Customers are required to retain documentation proving the purchase of these parts and documentation proving the service was performed by a Valeo TBS certified service center. Failure to do this will void all Valeo TBS warranty coverage immediately.

VALEO TBS DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY VALEO TBS AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY VALEO TBS TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS NULL AND VOID UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO VALEO TBS WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.

Valeo Thermal Bus Systems · 22150 Challenger Dr. · Elkhart, IN 46514 · PH 574-264-2190

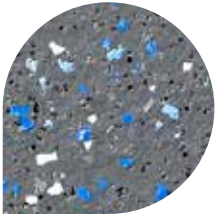


altro

Warranty Form

Altro transport flooring

To register your product warranty under the terms of Altro's North American Limited Product Warranty, complete the form, save and email to transport@altrofloors.com or you can choose to print and mail or print and fax.



Altro makes no warranties, whether express, implied or statutory, other than the warranty that the Altro flooring products sold by Altro are free from defects in materials and workmanship with normal use and service within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

This warranty is the sole and exclusive warranty provided by Altro and is in lieu of any other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and signed by an officer of Altro.

All statements, technical information and recommendations concerning products sold or samples provided by Altro are based upon tests believed to be reliable but do not constitute a warranty.

All products are sold, and samples of products provided, with the understanding that buyer has independently determined the suitability of such products for its purpose.

Term of warranty

All Altro flooring products are sold with an extensive limited product warranty.

The length of warranty is defined by the manufacturing process, the thickness of the product and the expected traffic conditions for the specific flooring product.

Under normal use and service, Altro flooring products are warranted to be free from defects in materials and workmanship within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

Listed below are the terms of warranties for Altro transport flooring products



10 YEARS

.086" (2.2mm) Altro Transflor Wood
.079" (2.0mm) Altro Transflor Figura,
Altro Transflor Tungsten, Altro Transflor
Zodiac Smooth



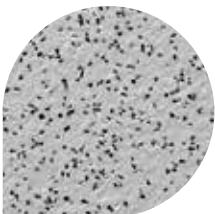
12 YEARS

.086" (2.2mm) Altro Transflor Meta,
Altro Transflor Chroma



15 YEARS

.106" (2.7mm) Altro Transflor Meta,
Altro Transflor Chroma, Altro Transflor
Figura



WHAT TO DO IN CASE OF A PROBLEM: Buyer must contact the contractor who installed the product upon discovery of a problem with a product. If the contractor is unable to remedy the problem and Buyer believes the problem is covered by the warranty provided herein, or Buyer is dissatisfied with the contractor's response, Buyer must notify Altro in writing by certified mail of any failure to conform to this warranty within the specified term (see Term of warranty section) after the installation date and within thirty (30) days after the claimed defect first arises. Mailing address is on the next page.

Buyer must retain all information and documents related to the problem until the matter is resolved. After Altro is so notified, Altro reserves the right to have an authorized Altro representative inspect and verify the defect. On receipt of notification, Altro shall correct any product that Altro determines is defective in materials or workmanship by, at its option, repairing the defective product or replacing such product from regular inventory product lines.

EXCLUSIVE REMEDY

Correction of non-conformities, in the manner and for a period of time provided on previous page, shall constitute fulfillment of all obligations and liabilities of Altro to Buyer relating in any way to the problem. The remedies set forth in this instrument are exclusive and represent Buyer's sole remedy. Altro shall not be liable for special, indirect, consequential or incidental damages of any kind. Any action for breach pursuant to this warranty must be commenced within one year after the cause of action has occurred.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province. Some states or provinces do not allow limitations on how long an implied warranty lasts and they do not allow the exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you.

WHAT IS NOT COVERED

These limited warranties do not cover:

- (i) any problems with Altro flooring products classified as irregulars, seconds or remnants sold "as is";
- (ii) problems due to improper installation or maintenance, or misapplication of maintenance materials, which are not in accordance with Altro's written instructions;
- (iii) damage in use due to cuts, rolling loads, gouges, punctures, stains, scratches, scuffs, cigarettes or other burning agents, discoloration caused by adhesives, maintenance materials or tracking residue from other surfaces, or any other improper misuse of or negligence or accident in connection with the product;
- (iv) problems due to moisture, alkali or hydrostatic pressure in the subfloor;
- (v) materials installed with visible defects or color variation and not disclosed by Buyer on installation;

- (vi) problems due to subfloor failures or irregularities;
- (vii) premature wear caused by defective, worn or dysfunctional casters or other mechanical applications; or
- (viii) labor or other costs resulting from removal and/or replacement of a product.
- (ix) a warranty that was submitted greater than 90 days after installation.

Email a completed copy to transport@altrofloors.com
or detach the form below and return to:

Altro - Transport division

12648 Clark Street
Santa Fe Springs, CA 90670
USA
T: 800.382.0333
F: 562.944.8720
transport@altrofloors.com



TRANSIT AUTHORITY: _____

ADDRESS: _____

CITY: _____ STATE/PROV: _____ ZIP/POST: _____

SPECIFYING AUTHORITY/CUSTOMER: _____

INSTALLATION DATE: _____ AREA TYPE: _____

PRODUCT: _____ QUANTITY (yds²/m²): _____

ROLL NUMBER: _____

WARRANTY RETURN INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE/PROV: _____ ZIP/POST: _____

EMAIL: _____ TEL: _____

SIGNATURE: _____

Warranty #: _____

Date: _____

Signature: _____

THIS AREA TO
BE COMPLETED
BY ALTRO

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warrantied for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

WARRANTY:

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts are being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:

Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.

Commercial Bus Warranty Coverage and Customer Protection Plans



Driven By You





Driven By You

Basic Warranty

Freightliner Custom Chassis Corporation (FCCC) offers the assurance of the industry's most comprehensive warranty coverage: a transferable, limited warranty with towing and roadside assistance—and no deductible whatsoever.¹

Description	Time*	Distance*
Basic Chassis	3 years	50,000 mi/80 500 km
Alliance Battery	1 year	100,000 mi/161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cab Corrosion/Perforation	5 years	Unlimited
Cab Structure	5 years	Unlimited
Crossmembers	5 years	100,000 mi/161 000 km
Diesel Emissions 2010 [†]	5 years	100,000 mi/161 000 km
Drivetrain	3 years	36,000 mi/58 000 km
Frame Rails	5 years	100,000 mi/161 000 km
Paint	1 year	100,000 mi/161 000 km
Paint, Chassis	6 months	Unlimited
Towing & Roadside Assistance [‡]	1 year	Unlimited

* Time or distance, whichever occurs first.

[†] Applies to vehicles equipped with EPA2010 compliant diesel engines.

[‡] Up to maximum of \$550 USD per occurrence.

Customer Protection Plans

FCCC Customer Protection Plans give you the option to extend your original factory chassis warranty above and beyond the basic warranty of your vehicle.² The Plan allows you to pick and choose the best package or packages that suit your needs. And the best part of the Customer Protection Plan is that it's the same factory warranty, backed by FCCC, with no preauthorization or deductible required.

1. See Owner's Warranty Information booklet for more details.

2. All time and mileage specifications are from the original in-service date and odometer reading of the chassis.

3. Applies only to parts supplied by Freightliner Custom Chassis Corporation. Some components listed are optional and may not be supplied by FCCC. Exclusions are set forth in the FCCC Owner's Warranty Information booklet. Engine and transmission extended warranties are available through the manufacturer and most can be purchased for you by FCCC.

4. Excludes drivelines, input and output seals, tie rod ends and front and rear axle attachments such as hubs, wheel seals and wheel bearings.

Customer Protection Plan Packages

The Complete Basic Chassis Less Drivetrain Plan

This Plan covers the entire chassis as delivered by FCCC with the exception of the engine, transmission, axles, tires and body, which have their own separate warranties. The following components³ are included in this coverage plan (or you may also limit coverage to specific system components):

- Air conditioning components
- Air/hydraulic components
- Alternator
- Brake components (excluding normal wear items such as shoes, pads, drums and rotors)
- Chassis electrical
- Chassis harness
- Cooling fan assembly
- Engine cooling components
- Engine harness
- Fuel tank
- Fuel lines and plumbing
- Ignition controls
- Instrumentation components
- Radiator/charge air cooler and plumbing
- Starter
- Steering components
- Suspension components
- Transmission harness

Plans available include:

- 3 years and 100,000, 150,000 or 200,000 miles
- 4 years and 50,000, 100,000, 150,000 or 200,000 miles
- 5 years and 50,000, 100,000, 150,000 or 200,000 miles

The Front and Rear Axle Plan

This Plan covers front axle beams, spindles, kingpins and kingpin bearings, drive axle differential assembly and all internal lubricated parts, axle shafts and axle housings.⁴

Plans available include:

- 3 years and 100,000, 150,000 or 200,000 miles
- 4 years and 50,000, 100,000, 150,000 or 200,000 miles
- 5 years and 50,000, 100,000, 150,000 or 200,000 miles

The Towing/Roadside Assistance Plan

This Plan covers up to \$550 USD (or Canadian equivalent) maximum charge per occurrence for towing or roadside assistance due to a component breakdown that prevents the safe and lawful operation of the vehicle. It covers towing to a Freightliner service center, engine or transmission supplier service center—even if the engine or transmission supplier's warranty may not cover towing or roadside assistance.

Plans available include:

- 2 years and unlimited miles
- 3 years and unlimited miles
- 4 years and unlimited miles

Coverage Terms and Conditions

Eligibility

All new commercial buses riding on FCCC chassis sold and domiciled in the United States and Canada, in service for six months or less, are eligible for the Freightliner Customer Protection Plans.

Late fees apply to units that are four to six months in service. Wrecked, totaled or stolen chassis or vehicles that are void of the factory warranty do not qualify for the Plans.

Eligible Repairs

Your Freightliner dealer will perform all repairs that are covered under the Customer Protection Plans.

Repairs made by service facilities that are not authorized Freightliner dealerships or service centers are subject to shortage or denial.

Plan Coverage Starting and Ending Limitations

All time and mileage specifications are from the original in-service date and odometer reading of the commercial bus/chassis. Plan expiration is specified in your choice of Customer Protection Plan.

Purchasing the Plan

FCCC Customer Protection Plans are available for purchase from Freightliner Custom Chassis Corporation's Customer Service Department. Please contact us for a custom quote:

Freightliner Custom Chassis Corporation
Customer Support Department
552 Hyatt Street
Gaffney, SC 29341
800-385-4357
fcccservice@daimler.com

Transferring the Plan

Remaining Plan coverage will be transferred to subsequent owners at no charge. Please notify FCCC of the sale of the chassis.

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Important Notice

The "Warranty Start Form" must be completed and signed by the new Owner and mailed to Daimler Trucks North America LLC on the date of in-service.

Be sure to supply complete name, street address, city, state/province, zip/postal code, and telephone number. This information is required for compliance with federal regulations.

Company reserves the right, at any time, to change any or all of the provisions of this book.

The time and distance limitations for the warranty coverage's outlined within this Manual may be reduced if the Incomplete Vehicle Manufactured Date is twelve months prior to the Manufactured Date of the vehicle; as found on the Federal Motor Vehicle Safety Standards compliance sticker. Contact an authorized Daimler Trucks North America LLC dealer or call (800) 385-4357 for coverage determination or to inquire about extended coverage availability.

IMPORTANT: This warranty only applies to vehicles sold and domiciled in the USA (50 states, Washington, D.C.), and Canada.

Specifications are subject to change without notice. Freightliner Custom Chassis Corporation is a division of Daimler Trucks North America LLC, which is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © Daimler Trucks North America LLC. All rights reserved. Daimler Trucks North America LLC is a Daimler company.

Motor Home Chassis Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	3 years	50,000 mi/ 80 500 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	3 years	50,000 mi/ 80 500 km
Frame Rails	5 years	100,000 mi/ 161 000 km
GHG14‡ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14‡ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14‡ Tire	2 Years	24,000mi/38 400 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance§	3 years	50,000 mi/ 80 500 km

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14...".

§ Up to a maximum of \$450 per occurrence for models 2007 and prior. For 2008 model years and later, Towing/Roadside Assistance fully reimbursed to the nearest Company authorized repairing location for a Daimler Trucks North America LLC Warrantable repair in a vehicle-down situation, call 1-800-385-HELP.

Truck (Walk-In) Chassis Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	3 years	50,000 mi/ 80 500 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	3 years	50,000 mi/ 80 500 km
FCCC GM Gas Engine‡	3 years	50,000 mi/ 80 500 km
Frame Rails	5 years	100,000 mi/ 161 000 km
GHG14§ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14§ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14§ Tire	2 Years	24,000mi/38 400 km
Gasoline Evaporative Emission 2011**	5 years	50,000 mi/ 80 500 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance††	6 months	Unlimited

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Applies to vehicles equipped with gasoline engines

§ Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14...".

** Applies to vehicles equipped with EPA 2011 compliant gasoline engines

†† Up to maximum of US \$450 per occurrence.

Bus Chassis— Commercial Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	3 years	50,000 mi/ 80 500 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cowl Corrosion	5 years	Unlimited
Cowl Structure	5 years	Unlimited
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	3 years	36,000 mi/ 58 000 km
Frame Rails	5 years	100,000 mi/ 161 000 km
GHG14‡ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14‡ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14‡ Tire	2 Years	24,000mi/38 400 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance§	1 year	Unlimited

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14....".

§ Up to maximum of US \$450 per occurrence.

Bus Cab and Chassis— Commercial Coverage

Coverage		
Description	Time*	Distance*
Basic Vehicle	3 years	50,000 mi/ 80 500 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cab Corrosion/Perforation	3 years	50,000 mi/ 80 500 km
Cab Structure	3 years	50,000 mi/ 80 500 km
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	3 years	36,000 mi/ 58 000 km
Frame Rails	5 years	100,000 mi/ 161 000 km
GHG14‡ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14‡ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14‡ Tire	2 Years	24,000mi/38 400 km
Paint	1 year	100,000 mi/ 161 000 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance§	1 year	Unlimited

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14....".

§ Up to maximum of US \$450 per occurrence.

Bus Chassis—Urban Transit Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	1 year	12,000 mi/ 19 500 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cowl Corrosion	5 years	Unlimited
Cowl Structure	5 years	Unlimited
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	1 year	12,000 mi/ 19 500 km
Frame Rails	5 years	100,000 mi/ 161 000 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance‡	1 Year	Unlimited

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Up to maximum of US \$450 per occurrence.

Bus Chassis—Shuttle, Demand/Response, Charter/Tour Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	2 years	24,000 mi/ 39 000 km
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cowl Corrosion	5 years	Unlimited
Cowl Structure	5 years	Unlimited
Crossmembers	5 years	100,000 mi/ 161 000 km
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	3 years	36,000 mi/ 58 000 km
Frame Rails	5 years	100,000 mi/ 161 000 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance‡	1 Year	Unlimited

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Up to maximum of US \$450 per occurrence.

Bus Chassis—School Bus Coverage

Coverage		
Description	Time*	Distance*
Basic Chassis	1 year	Unlimited
Battery	1 year	100,000 mi/ 161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cowl Corrosion	5 years	Unlimited
Cowl Structure	5 years	Unlimited
Crossmembers	5 years	Unlimited
Diesel Emission 2010†	5 years	100,000 mi/ 161 000 km
Drivetrain	4 years	Unlimited
Frame Rails	5 years	Unlimited
GHG14‡ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14‡ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14‡ Tire	2 Years	24,000mi/38 400 km
Paint, Chassis	6 months	Unlimited
Towing/Roadside Assistance§	6 months	50,000 mi/ 80 500 km

* Time or distance, whichever occurs first.

† Applies to vehicles equipped with EPA 2010 compliant diesel engines

‡ Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14....".

§ Up to maximum of US \$450 per occurrence.

Owner's Warranty Information—FCC (WAR197-6). Document revised 07/2013.

Warranty Coverage Descriptions¹

Axles

Coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. *Excludes any axle installed by a dealer or body builder.*

Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Steer Axle

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end*

equipment, tie rod ends, steering linkage components, and kingpin bushings, and king pin seals.

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery

Only Daimler Truck North America LLC's private brand-label (Alliance Brand Parts), Mopar (Sterling Bullet only), and Furukawa (STL360 Model only) batteries will be warranted. Any other brand of battery is excluded from Company coverage. Claims for all other brands must be submitted directly to the supplier. Warranty coverage includes the battery assembly only.

Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in this warranty or by special agreement or de-

¹ Some definitions may not apply to your coverage table.

scribed as having a different time, or distance, or listed separately on each new vehicle warranty coverage chart.

Brightwork

Warranty coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to bumper, backside of bumpers, and concealed or inner surfaces.*

Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cowl Structure, Cowl Corrosion, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces

- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted*

in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.

Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.* Cab underfloor assembly warranty coverage includes defects in workmanship and materials only. Damage caused by incorrect body loading is not covered under this warranty.

Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Drivetrain

Coverage includes steer axle(s), drive axle(s), and transfer case, and transmission, (except Allison

transmissions and Eaton Hybrid transmissions). *Excludes tag axle(s), pusher axle(s), PTOs, clutch assemblies, driveline(s), and U-joints.*

Diesel Emission 2010

Daimler Trucks North America LLC (DTNA) warrants that its vehicles built with standard exhaust emissions control components are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of engine manufacturers whose engines are designed to meet applicable 2010 U.S. Environmental Protection Agency, Canada Motor Vehicle Safety Act, and California Air Resources Board Emission Regulations, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with engine manufacturer's requirements for a period of 100,000 miles/161 000 kilometers or five years, whichever occurs first.

Emission related defects in the components listed below are included in this coverage.

This coverage does not apply to engines or emissions components supplied and warranted directly by the engine manufacturer.

WHAT IS COVERED:

DTNA installed components:
Aftertreatment DEF Coolant Supply Valve and DEF Coolant lines
Aftertreatment DEF System Air Pressure Regulator and associated Air lines
Aftertreatment DEF System Chassis Interface Harness
Aftertreatment Diesel Exhaust Fluid (DEF) Tank
Aftertreatment Diesel Exhaust Fluid (DEF) Tank DEF Level Gauge
Aftertreatment Diesel Exhaust Fluid (DEF) Tank DEF Temperature Sensor
Aftertreatment Diesel Exhaust Fluid (DEF) Tank Heater Tubing
Aftertreatment Electrically-Heated DEF Lines
Charge Air Cooler
Data Link Connector
Exhaust Gas Piping from the Turbocharger out to the last Aftertreatment Device
Malfunction Indicator Lamp (MIL)
Vehicle Speed Sensor (Transmission main shaft)

DTNA installed components:
Note: The following items are excluded under Emissions coverage, but are covered under Basic Vehicle coverage: • Aftertreatment Control Module (ACM) Mounting Bracket and Protective Cover • Diesel Exhaust Fluid (DEF) Tank Mounting Brackets/Hardware • DEF Pump Mounting and Protective Cover

For information regarding emissions components directly warranted by the engine manufacturer, refer to the engine manufacturer's guide.

GHG14*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.

*Coverage name/description may vary, check actual coverage on-line for coverage listed as "GHG14..."

Coverage Duration:

Vehicle Type	Time*	Distance*
Spark-ignition vehicles and light heavy-duty vehicles	5 years	50,000 mi/ 80 500 km
Medium and heavy-duty vehicles	5 years	100,000 mi/ 161 000 km

Note: EPA and NHTSA standards for tires are included in a separate coverage.

Diesel Emission 2010 components and emission related defects in the components listed below are included in this coverage.

This coverage does not apply to engines or emissions components supplied and warranted directly by the engine manufacturer.

DTNA Installed Components - Items Covered:

DTNA installed components:
Air Conditioning Component Leakage- Applies To Tractors Only
Ambient Air Temperature (AAT) Sensor
Automatic Engine Shutdown Timer
Data Link Connector
Fuel Tank Fairings

DTNA installed components:
Malfunction Indicator Lamp (MIL)
Side Extenders
Aerodynamic Roof Fairings
Adjustable Height Aerodynamic Roof Fairings
Aerodynamic Side Fairings
Gap Reducing Fairings
Temperature-Barometric Air Pressure Sensor
Vehicle Speed Limiter
Vehicle Speed Sensor (Transmission Main Shaft)
Wait To Start Indicator Lamp

GHG14 Tire*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims

for failures under this coverage are filed directly to the tire manufacturer.

**Coverage name/description may vary, check actual coverage on-line for coverage listed as "GHG14..."*

FCCC GM Gas Engine

INCLUDES: THE ENTIRE ENGINE AS SUPPLIED BY THE ENGINE MANUFACTURER FOR FAILURES RESULTING FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. THE ENGINE MUST BE MAINTAINED AND SERVICED ACCORDING TO THE APPLICABLE ENGINE MAINTENANCE SCHEDULE FROM FREIGHTLINER CUSTOM CHASSIS OPERATOR'S AND MAINTENANCE MANUAL.

EXCLUDES: ATTACHMENTS NOT SUPPLIED BY THE ENGINE MANUFACTURER, REPAIRS DUE TO ACCIDENT, MISUSE OR ABUSE, MISAPPLICATION, DAMAGE, NEGLIGENCE, MODIFICATION, NORMAL WEAR AND TEAR, AND NORMAL MAINTENANCE AND OPERATING EXPENSES.

Frame Rails

Coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

Gas Emission 2011

Daimler Trucks North America LLC (DTNA) warrants that its vehicles built with standard exhaust emissions control components are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of engine manufacturers whose engines are designed to meet applicable 2011 U.S. Environmental Protection Agency, Canada Motor Vehicle Safety Act, and California Air Resources Board Emission Regulations, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with engine manufacturer's requirements for a period of 50,000 miles/80 500 kilometers or five years, whichever occurs first.

Emission related defects in the components listed below are included in this coverage.

This coverage does not apply to engines or emissions components supplied and warranted directly by the engine manufacturer.

WHAT IS COVERED:

Components:
Air Cleaner (excludes filter element)
Air Intake Resonator
Air Intake Pipes
Cam Sensor
Catalytic Converter
Coolant Sensor
Crank Sensor
Data Link Connector
Engine Coolant Temp Sensor
Engine ECM
Evap Canister & Evap Canister Vent Solenoid
Exhaust Manifold & Exhaust Manifold Gaskets
Exhaust Pipes (between exhaust manifold and catalyst)
Fuel Injectors
Fuel Lines
Fuel Rail
Fuel Tank
Fuel Tank Pressure Sensor
Gas Cap
Ignition Coils
Knock Sensors
Malfunction Indicator Lamp (MIL)
Manifold Absolute Pressure (MAP) Sensor

Components:
Mass Air Flow (MAF) Sensor
Oxygen (O ₂) Sensors
Oil Fill Cap
PCV Hose (engine to air intake pipe)
Purge Control Valve
Spark Plugs*
Spark Plug Wires
Throttle Body
Throttle Pedal
Transmission Control Module
Transmission Speed Sensor
Vapor Lines

* Spark Plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

Paint, Cowl

Paint coverage *excludes* lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case Assembly

Coverage includes housing and all internally lubricated parts.

Transmission

Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. Excludes Allison automatic transmissions.*

Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjusters, and attaching hardware.

2010 CALIFORNIA EMISSION CONTROL SYSTEMS WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Daimler Trucks North America (DTNA) are pleased to explain the emission control system warranty on emissions components warranted by DTNA on your vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. DTNA must warrant the emission control system components as listed in the table of DTNA covered components on your engine or evaporative system for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine, emissions related, or evaporative components.

Your emission control system includes parts supplied and warranted by DTNA or the engine manufacturer. Where a DTNA warrantable condition exists, DTNA will repair or replace DTNA supplied defective components at no cost to you including diagnosis, parts and labor. Refer to your vehicle's coverage for a list of DTNA warranted components.

MANUFACTURER'S WARRANTY COVERAGE:		
Coverage	Time*	Distance*
Diesel Emission 2010	5 Years	100,000 mi/ 161 000 km
Gasoline Evaporative Emission 2011	5 Years	50,000 mi/ 80 500 km

* Time or Distance, whichever occurs first.

If an emission-related part on your vehicle is defective, the part will be repaired or replaced by DTNA. This is your Emissions coverage.

OWNER'S WARRANTY RESPONSIBILITIES:

- As the vehicle owner, you are responsible for performing the required maintenance listed in your owner's manual. DTNA recommends that you retain all receipts covering maintenance on your engine, but DTNA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- You are responsible for presenting your vehicle to a DTNA Authorized Repair Facility as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

- As the vehicle owner, you should also be aware that DTNA may deny you warranty coverage if your engine or a emissions component has failed due to

abuse, neglect, improper maintenance or unauthorized modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact Manager Service Operations at (313) 592-5000 or the California Air Resources Board P.O. Box 8001, El Monte, CA 91731-2990.

New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Daimler Trucks North America LLC ("Company") warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

Limitations

This warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.), or Canada.

This Warranty does not apply to engines (except gasoline engines in FCCC applications), Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized repair location for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period.

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under

this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS

FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

Exclusions

The following components, parts, or conditions, are specifically excluded from coverage under this Warranty.

Air Compressors, Engine Brakes, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary components can be filed through Daimler Trucks North America LLC Dealers.

Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an affect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

Alignment of Axles/ Wheels/ Steering Wheel

Each Daimler Trucks North America vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items,

including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Steering wheel
- Steering wheel wrap
- Painted trim components

Chrome Surfaces, Aluminum and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface

- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

Competition

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts shipped with chassis that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000km) for FCCC chassis. These items are:

- Belts
- Brake linings
- Clutch brake
- Clutch linings
- Desiccant cartridges
- Fluorescent ballast and tubes
- Fuses
- Light bulbs

- Mud flaps
- Mud flap mounting brackets
- Caps (radiator, surge, fuel tank)
- Receiver-dryer filter
- Windshield washer nozzles
- Wiper arms and blades

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricants

Corrosion

A detailed list of exclusions for CORROSION is listed under WARRANTY COVERAGE DESCRIPTIONS.

Damage

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle

- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades.
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

The engine (except gasoline engines in FCCC applications), including all of its components as supplied by the manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

Glass, Mirrors, Lens

Glass, mirror or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

Misapplication of Vehicle

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes

- Travel expenses
- Loss of revenue
- Customer labor including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e. rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company

sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, stripping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Inside of the bumper
- Aftertreatment devices

Gloss: Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Data Books) are the Dealer's responsibility and will not be honored by warranty.

Ship Loose Items and Components

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Fire extinguishers

- Winter fronts
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch

Transmissions

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Routine Maintenance

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/ad-

justments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

Initial Operating Period

The Initial Operating Period (IOP) is 25,000mi (40 200km).

Exclusions from warranty during the Initial Operating Period are:

- Cowl, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.
- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North

America's routing standards will not be paid under warranty during or after the initial operating period.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as delivering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating periods.

Test Vehicles

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper warranty recognition, the ownership informa-

tion should be updated in Company mainframe. Please contact FCCC or authorized Daimler Trucks North America LLC Dealer to transfer warranty.

Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's account must be updated whenever there is a change to the Owner's name or address.

Please contact FCCC or authorized Daimler Trucks North America LLC Dealer to transfer warranty.

Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incur-

ring any obligation to make such changes or improvements to any other vehicle.

Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should thoroughly review the Owner's Warranty Information Book with the Owner.

To initiate warranty, customer must complete and sign the "Warranty Start Form." Dealer should mail "Warranty Start Form" form to Daimler Trucks North America LLC.



U.S. Department
of Transportation

**Federal Transit
Administration**

Administrator

1200 New Jersey Avenue, SE
Washington, DC 20590

February 7, 2024

Dear Colleague:

Since President Biden signed the Bipartisan Infrastructure Law in 2021, the Federal Transit Administration (FTA) has made over \$4.5 billion available in competitive grants for investments in American-made transit buses and supporting infrastructure. In addition to competitive grants, there's \$16 billion available through formula program grants to urban, rural, and tribal areas, all of which are eligible for bus purchases. Over the next three years, this record public transportation funding will provide nearly \$30 billion more in competitive grants and formula funds to support transit agencies in buying buses, transitioning to low- or no-emission buses, modernizing bus facilities and more. This investment supports a strong U.S. bus manufacturing sector that is essential for clean transit vehicle fleets across the nation, ensuring less pollution, more U.S. jobs, and better-connected communities.

During the Biden-Harris Administration, FTA has listened to transit agencies and U.S. bus Transit Vehicle Manufacturers ([TVMs](#)) discussing current trends in federally funded bus procurements and manufacturing that affect the financial health and stability of the bus manufacturing industry. This includes identifying steps to reduce vehicle contract costs and shorten vehicle delivery times. Specifically, the discussions have covered topics like managing component prices, addressing supply chain issues, growing the bus manufacturing workforce, and reducing unnecessary customization. Particular attention has been on the increased costs to TVMs of financing vehicle production from award of a contract through delivery and acceptance of the vehicles by transit agencies.

To address such challenges, FTA encourages the use of several tools available to transit agencies and TVMs, including:

- **Contract modifications for price increases** - Federally funded contracts can be modified for price adjustments (2 CFR §200.318(k)). Allowable modifications depend on factors including: (1) contract terms and conditions, such as change clauses and Producer Price Index or Consumer Price Index adjustment clauses; (2) applicable state, local, or tribal procurement law; (3) the terms of a price adjustment; and (4) the scope of the contract modification. Certain Federal regulatory requirements may apply, such as performance of a cost or price analysis in connection with a contract modification in excess of the Simplified Acquisition Threshold (currently \$250,000), and where a cost analysis is performed, the FTA recipient must negotiate profit as a separate element of the price (2 CFR § 200.324(a)-(b)).
- **Federal funds for price increases** - FTA recipients can seek additional Federal funds to cover contract price increases. FTA formula and certain other Federal funds (e.g., [flexible](#)

[FHWA funds](#)) can be used to cover contract modifications for price increases.

- **Clauses in new procurements -**

- FTA recipients may include price adjustment clauses (allowing for adjustments both up or down) based on cost indices. Relevant contract terms include when prices are set in the procurement process and subject to subsequent adjustment, and which index/indices to use.
 - Another type of contract clause to consider is a “brand name or equivalent” clause. Requiring a specific brand for a particular component without giving the contractor the option to provide an equivalent could result in a higher vehicle price, supply chain related delays, and may be inconsistent with Federal full and open competition requirements.
- **Advance payments** - Advance payments are payments made to the contractor prior to the contractor incurring costs and are permissible under certain circumstances. They can be made: (1) before the award of an FTA grant using local funds if the FTA recipient has either FTA automatic pre-award authority, an FTA Letter of No Prejudice, or other pre-award authority prior to making an advance payment; or, (2) after FTA grant award using local or FTA funds if the recipient provides a rationale, such as a reduction in the contract cost due to the payment, and FTA provides advance written concurrence. FTA recipients must obtain security from the contractor in the amount of the advance payment. Adequate security is subject to negotiation between the recipient and TVM, but typically is a performance bond or a letter of credit in the amount of the advance payment. *A bond or letter of credit for the full cost of the procurement is not a Federal requirement for securitization.*
 - **Progress payments** - Progress payments (also sometimes called milestone payments) are payments to a contractor prior to completion of all contract work. Use of FTA funds for progress payments is permissible and does not require advance FTA concurrence if the FTA recipient: (1) obtains adequate security for those payments and (2) maintains documentation to show completion of the discrete activities associated with the progress payment. For rolling stock procurements, it is *impermissible* to tie progress payments to the percentage of completion of the contract. The security for progress payments typically is a performance bond or letter of credit in the amount of the payments but may be other types of security negotiated by the parties as appropriate, such as receipt of title to the rolling stock at an appropriate point in the manufacturing process.
 - **Securing the Federal interest** - Security is only required under Federal law for rolling stock procurements utilizing advance or progress payments. Requiring a performance bond or letter of credit when no payments will be made until acceptance of vehicles is not a Federal requirement and typically will drive up the cost of procurement due to the cost to the TVM to provide the security.

Dear Colleague: Bus Manufacturing
Page 3

In order to increase value to the public, FTA also encourages recipients to pursue procurement strategies that lower costs and achieve economies of scale, such as state contracts and performance-based specifications.

In addition to the tools described above, FTA is taking additional actions to strengthen the American bus manufacturing industry, lower bus costs, and accelerate transit vehicle deliveries. FTA has created a bus procurement [webpage](#), making it easier to find resources and answer questions, with links to applicable Federal regulations, FTA Circulars, updated FAQs, guidance, and other resources. Procurement courses through the [National Transit Institute](#) (NTI) have expanded. Through June 2024, [NTI procurement courses](#) are offered at 16 different dates and locations, spanning every FTA region.

To bolster support for more efficient and effective bus purchases, FTA recently established an **Acquisition Oversight Division** with a team dedicated to technical assistance and resources supporting third-party procurements like bus purchases. In addition, the new Department of Energy and Department of Transportation's [Joint Office of Energy and Transportation](#) offers FTA recipients interested in planning for or procuring zero-emission buses free technical assistance, including support for fleet transition planning and financial modeling, emissions calculations, and applying for grants.

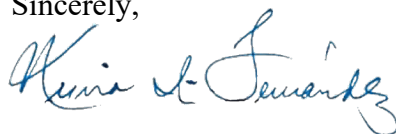
FTA is also releasing the **FY 2024 Buses and Bus Facilities and Low or No Emission Notice of Funding Opportunity (NOFO)**. Important new provisions in this NOFO will support transit agencies and strengthen bus manufacturing. Specifically, FTA will give priority consideration to NOFO applications proposing the use of any of the following: advance or progress payments, joint procurements, or procurement of base model buses. More details are in the NOFO.

Finally, FTA will hold a bus procurement [webinar](#) on February 29 from 2:30 - 3:30 PM ET. The webinar will provide transit agency leaders, procurement officials, and interested stakeholders an overview of the current U.S. bus market, FTA's guidance and resources noted above, and flexibilities and actions available to transit agencies to help lower bus costs and simplify procurements.

FTA's actions reflect the Biden-Harris Administration's focus on the needs of the traveling public and the public transportation industry. Our continued work together will deliver the benefits of the Bipartisan Infrastructure Law to accelerate our clean vehicle future, strengthen domestic manufacturing, and connect communities with reliable transit.

Thank you for your tireless efforts to serve your riders and keep public transportation moving. Should you have any questions, please consult your FTA [regional office](#).

Sincerely,

A handwritten signature in blue ink, appearing to read "Nuria I. Fernandez".

Nuria I. Fernandez

City Council Staff Report

**Subject: Park City Heights to Studio Crossings
Water Line Project – Construction Agreement**
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: July 9, 2026



Recommendation

Authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Whitaker Construction Company, Inc. to construct the Park City Heights to Studio Crossings Water Line project, in an amount not to exceed \$953,730.

Executive Summary

Park City Municipal entered into Public Improvement Agreements with Park City Heights Development and Studio Crossings Development that included redundant water system connections utilizing separate pressure-reducing vaults.

To reduce infrastructure, lower long-term maintenance costs, and improve system efficiency, Park City Public Utilities evaluated an alternative connection between the two nearby developments. The proposed water line interconnection would provide the increased system redundancy while eliminating the need for two additional pressure-reducing vaults and improving water quality through increased circulation and reduced dead ends.

After meeting with both developments and proposing the alternative approach, both agreed to a modification to the development agreements, and to provide credits to the City equal to the costs of the originally planned infrastructure to help fund construction of the new connection. These amendments were brought to Council for approval on November 6, 2024 ([Report](#) p. 56)

Analysis

In accordance with the City's procurement policy, the project was publicly advertised from June 4- June 25, 2026, and a public bid opening was held on June 25 where 8 received bids were opened. The lowest bidder withdrew their bid per requirements, citing an oversight of a critical part of the project that would have affected their bid price. Lowest bidder also did not have sufficient relevant past projects and bid contained multiple errors. With the withdrawal, Whitaker Construction was the lowest responsive bidder and has shown prior experience with similar projects. Based on the bids received and feedback from the low bidder, vendors, and the engineer, we have evaluated the bid prices and found them to be in line with current projects. Project is scheduled to begin as soon as July 20, and conclude by October 15, 2026.

Because the water line alignment falls within a conservation easement, staff obtained project approval from Summit Land Conservancy and secured an easement through the Rail Trail area from Utah State Parks. Staff also received approval from the Environmental Protection Agency (EPA) for the project's soil handling plan, as the site is located within a Superfund area ([Site Profile](#)). Following construction of the water line,

a trail may be built above the alignment to connect the Rail Trail to the south side of Studio Crossings.

Funding

- Total Construction Cost \$953,730
- Studio Crossing Credit \$377,000.46 (funds received)
- Park City Heights Credit \$125,832.25 (funds received)
- Capital Improvement Water funds \$450,897.29

Exhibits

- A Park City Heights to Studio Crossings - Bid Tabulation



6/25/2026 15:00
PARK CITY MUNICIPAL CORPORATION
Park City Heights to Studio Crossings Water Line Project

	Contractor	Base Bid	Bid Add 1	Total Bid
1.	MC Contractors	\$ 1,090,522.82	\$ 217,699.83	\$ 1,308,222.65
2.	TriCo	\$ 1,393,586.70	\$ 196,510.41	\$ 1,590,097.11
3.	Lightning Ridge	\$ 1,430,405.00	\$ -	\$ 1,430,405.00
4.	Beck	\$ 1,382,800.00	\$ 237,195.00	\$ 1,619,995.00
5	Silver Spur	\$ 976,005.00	\$ 264,303.00	\$ 1,240,308.00
6	Whitaker	\$ 953,730.00	\$ 316,260.00	\$ 1,269,990.00
7	JKT	\$ 698,459.34	\$ 176,992.65	\$ 875,451.99
8	VanCon	\$ 1,610,920.00	\$ 271,080.00	\$ 1,882,000.00
9				\$ -
10				\$ -

City Council Staff Report



Subject: Snow Creek Tunnel Update
Author: Dawn Wagner, Sr Project Manager
Department: Engineering
Date: July 9, 2026

Recommendation

Consider five options for an active transportation crossing or tunnel at Kearns Boulevard and Snow Creek Drive and provide direction to advance one of the five options. Staff's recommendation is to advance the below-grade, skewed tunnel crossing with an enhanced north entrance to full design and construction procurement.

Executive Summary

The goal of the Snow Creek Tunnel project is to reduce potential conflicts between vehicles and pedestrians/bikes on SR-248. Pedestrians often attempt to cross SR-248 where no protected crossing location exists. This project is also key to connecting the existing active transportation network and continuing to advance the adopted modal hierarchy that puts pedestrians and bikes at the top.

In [December 2025](#), the City Council approved a design contract to build on the prior feasibility study and provide actionable information for deciding between several tunnel alternatives at Kearns Boulevard and Snow Creek Drive. The alternatives focus on two different alignments, each with aesthetic options, as well as an at-grade signalized crossing (HAWK). The design results are intended to provide the information needed for the City Council to select a preferred alternative to carry forward to final design and construction procurement.

Background

The 2007 voter-approved \$15 million Walkability Bond was created to improve Park City's connectivity and pedestrian safety. As part of this effort, the Walking and Biking Liaison Committee (WALC) was formed to prioritize projects based on public input. The last remaining project identified in the passage of the bond is a pedestrian crossing at Kearns Blvd and Park Avenue, where a tunnel was proposed. Over time, the project's location was refined, shifting it north to Kearns Blvd and Snow Creek Drive, where it better aligns with key pedestrian and bike pathways.

The Snow Creek Tunnel remains in Park City's long-term plans, appearing in both Park City Forward and the Summit County Active Transportation Plans. In 2021, after further community engagement and analysis, the reconvened WALC Committee reaffirmed its tunnel recommendation to the City Council.

Prior City Council Engagement

- [May 2021](#) – Walkability Bond Staff Report: City Council directed staff to reconvene WALC and evaluate a grade-separated crossing.
- [October 2021](#) – Walkability Bond-Projects Update: City Council supported WALC's tunnel over a bridge recommendation at Snow Creek Drive.
- [May 2022](#) – Snow Creek Crossing Feasibility Staff Report: The City Council reviewed feasibility findings.
- [February 2023](#) – Transportation Planning Update: City Council discussed the project's timing and coordination with surrounding development.
- [June 2023](#) – Snow Creek Tunnel Cost Engineering: City Council approved engineering contracts to refine tunnel costs and impacts.
- [April 2024](#) – Transportation Capital Project Funding: City Council reviewed tunnel cost estimates and requested further at-grade analysis. Staff awaited UDOT's response pending a rule change before finalizing the analysis.
- [March 2025](#) – Snow Creek Pedestrian Crossing Alternatives: City Council supported further evaluation of the enhanced tunnel design.
- [December 2025](#) – City Council approved an engineering design contract to provide a detailed alternatives analysis for the selection of a preferred alternative.

Analysis

Staff, with support from the design consultant, evaluated five alternatives:

1. Skewed tunnel with enhanced north entrance
2. Skewed tunnel with enhanced north and south entrances
3. Perpendicular tunnel with enhanced north entrance
4. Perpendicular tunnel with enhanced north and south entrances
5. At-grade signalized crossing (HAWK)

These alternatives, shown in Exhibit A, are intended to provide a range of options for City Council consideration. Each was evaluated based on cost, construction impacts, long-term impacts, risk, aesthetics, and user experience.

Right of Way Impacts:

A total of five parcels are impacted by the project, with impacts ranging from 1,472 SF to 13,324 SF of right-of-way (ROW) needed. The specific impacts are shown for each property in Exhibit B. The skewed vs perpendicular alignment are similar in ROW impacts.

The summary in the proposed ROW impacts table is below for the enhanced skewed alignment, Alternative #2:

Proposed Right-of-Way Impacts

Property	Estimated Area (SQ FT) Skewed Alignment
Snow Creek Marketplace	13,324
Outbound (formerly Yarrow)	1,784
SN Realty Corp	3,563
Homestake Condo Assoc.	2,238
Zions Bank	6,135

As currently proposed, the Zions Bank property is needed for stormwater infrastructure and is proposed to accommodate a detention basin. A portion of the Homestake Condo property is needed to construct a pathway that improves active transportation connectivity. If the enhanced south entrance alternative, Alternative #2, is selected, the SN Realty property would experience a right-of-way impact due to the potential loss of parking. Exhibit B, *Right-of-Way Impacts*, illustrates the property areas needed for each alternative.

Throughout the planning process, staff have engaged with the affected property owners and incorporated their feedback into the evaluation of the alternatives. While several property owners have expressed general support for the project, each affected property has unique concerns related to right-of-way acquisition and the impacts on existing or future property use.

Staff recognize that all right-of-way acquisitions have meaningful impacts on property owners and are committed to continuing to work collaboratively with each affected owner to minimize those impacts and address concerns through the design and acquisition process, regardless of which alternative is ultimately selected.

At this time, based on concerns raised regarding the potential loss of parking, which could negatively impact future development improvements of the existing uses at the SN Realty property, staff recommend Alternative #1, a skewed tunnel with an enhanced north entrance but non-enhanced south entrance, which avoids this impact. If Alternative #2 is selected, a skewed tunnel with enhanced north and south entrances, staff will explore potential mitigation measures during right-of-way negotiations, including evaluating whether an exception to the City's parking minimums could be considered as part of a future redevelopment application.

Cost Estimates

At-Grade Crossing Option:

The HAWK total project cost is approximately \$4.2M. Additional UDOT funding sources may be available, significantly lowering the City's costs. However, as a Region 2 project, it would have to compete with other Region 2 projects, which could affect the timing of the facility's construction and delivery.

HAWK Total Proj Cost	Cost Estimate
Construction	\$2,298,000
Right-of-Way	\$1,284,300
Design	\$229,800
Contingency	\$229,800
Misc. soft costs	\$114,900
Total Costs	\$4,156,800

Tunnel Options:

All the tunnel options require relocation of utilities and right-of-way acquisition, which increases the overall cost. The skewed tunnel option costs approximately \$1M more than the perpendicular tunnel.

Project Cost Enhanced North Entrance

Total Project Cost	Perpendicular Alternative	Skewed Alternative
Construction	\$8,556,223	\$9,373,172
Right-of-Way	\$4,979,615	\$4,964,630
Design	\$1,640,000	\$1,640,000
Contingency	\$2,139,058	\$2,343,293
Misc. soft costs	\$855,622	\$937,317
Total Costs	\$16,530,516	\$17,618,412

Funding

Budgeted Funding Sources

Funding Source	Allocated Amount
Walkability Bond	\$4,329,583
UDOT TIF Active Grant	\$3,517,830
Transit Fund	\$2,502,012
County 3 rd Quarter Sales Tax	\$1,067,353
SBWRD (*verbal only)	\$1,500,000
FY26 Project Funding	\$12,916,778

Based on the funding available and the cost estimates above, there is a budget deficit range of \$3.5 to 5M for the tunnel alternatives. The HAWK option is fully funded within allocated funds.

The design contract listed above is currently funded by the walkability bond funds.

Conclusion

Staff recommend the below-grade tunnel crossing at the skewed angle to enhance the user experience and eliminate a sharp 90-degree turn so that the tunnel is a more utilized, key component of the City's active transportation network. The perpendicular tunnel also meets the goals of the project, though with a less inviting user experience.

Exhibits

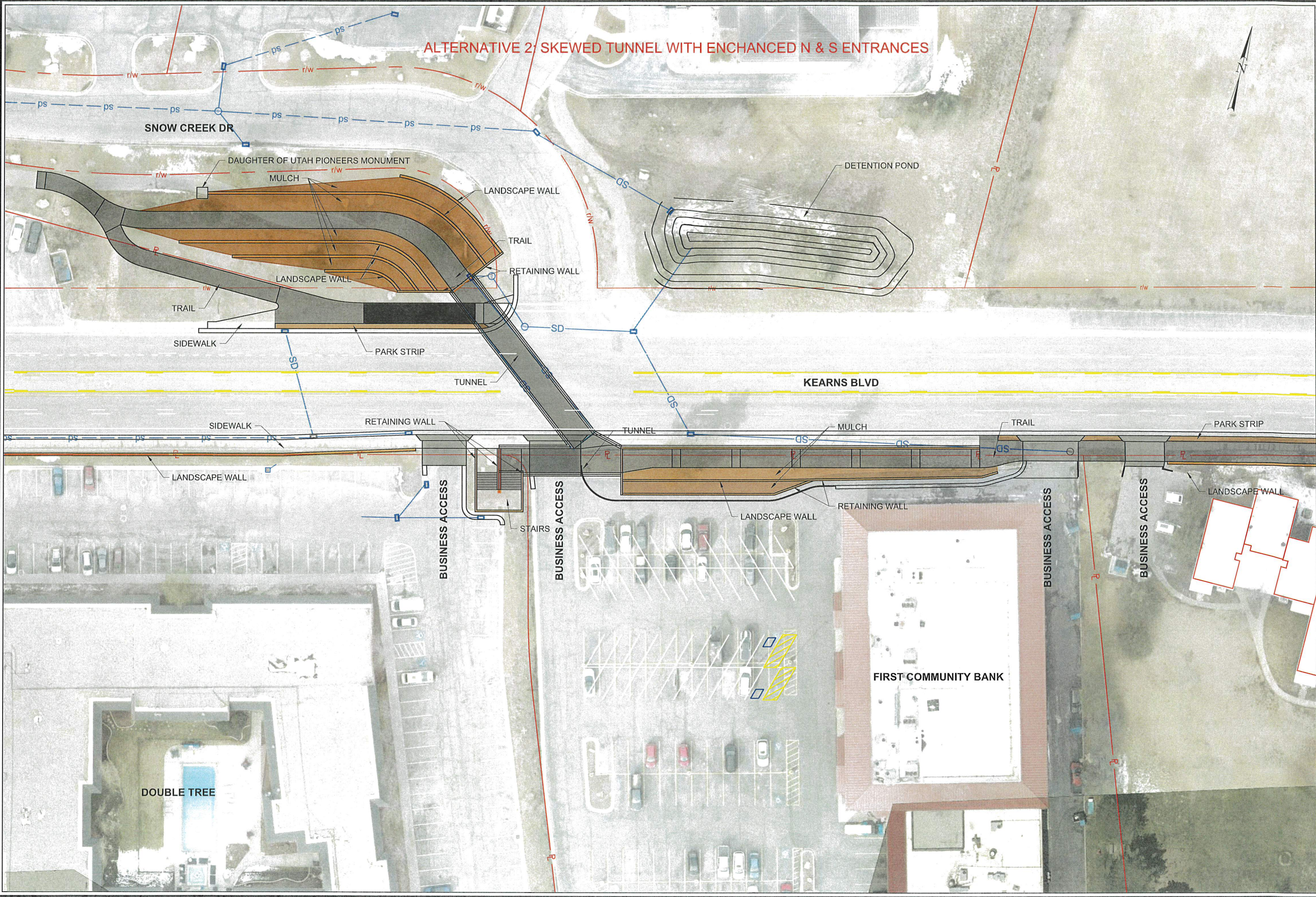
- A Tunnel Alternatives*
- B Right of Way Impacts*
- C Renderings*

File Path\\M\\Shared drives\\2025 Projects\\25-137 Snow Creek Tunnel\\09 Data\\CADD Resources\\Exhibits for 5-26\\Exhibit 4 - Skewed Tunnel-Plain.dwg 9 JUN 2026



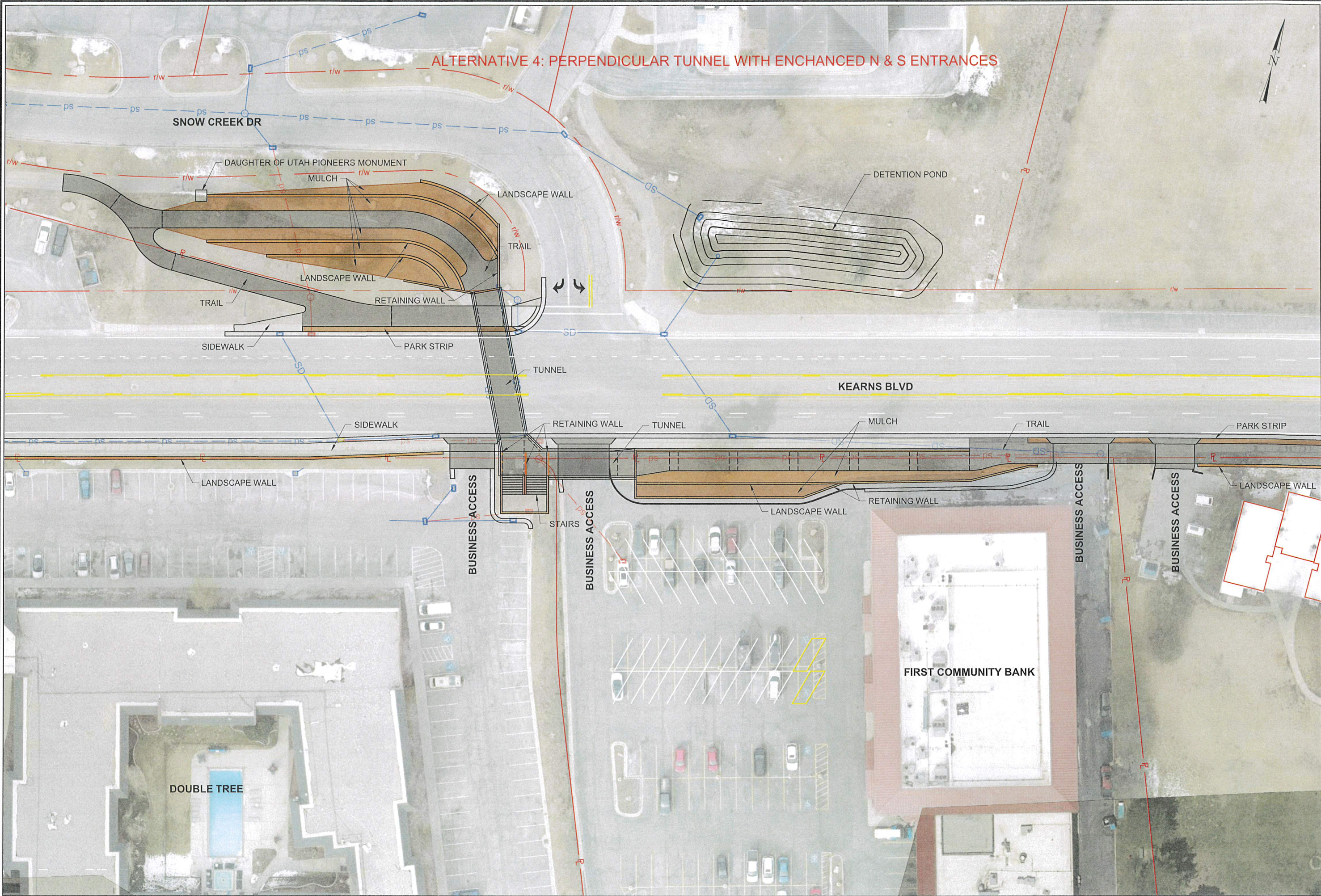
PROJECT		SNOW CREEK TUNNEL	
30% DESIGN		30% DESIGN	
PROJECT NUMBER		25-137	
SKEWED TUNNEL - PLAIN		SKEWED TUNNEL - PLAIN	
APPROVED		APPROVED	
PROFESSIONAL ENGINEER		PROFESSIONAL ENGINEER	
DATE: 3 JUN 26		DATE: 3 JUN 26	
SCALE: 1"=50'		SCALE: 1"=50'	
DESIGNED BY: P.J.G.		DESIGNED BY: P.J.G.	
CHECKED BY: BEA		CHECKED BY: BEA	
PARK CITY 1884 PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-6073			
30% DESIGN NOT FOR CONSTRUCTION			

File Path: \\shared drives\\2025 Projects\\25-137 Snow Creek Tunnel\\Data\\CAUD Resources\\Exhibits for 5-26\\Exhibit 3: Skewed Tunnel.dwg 9 JUN 2025



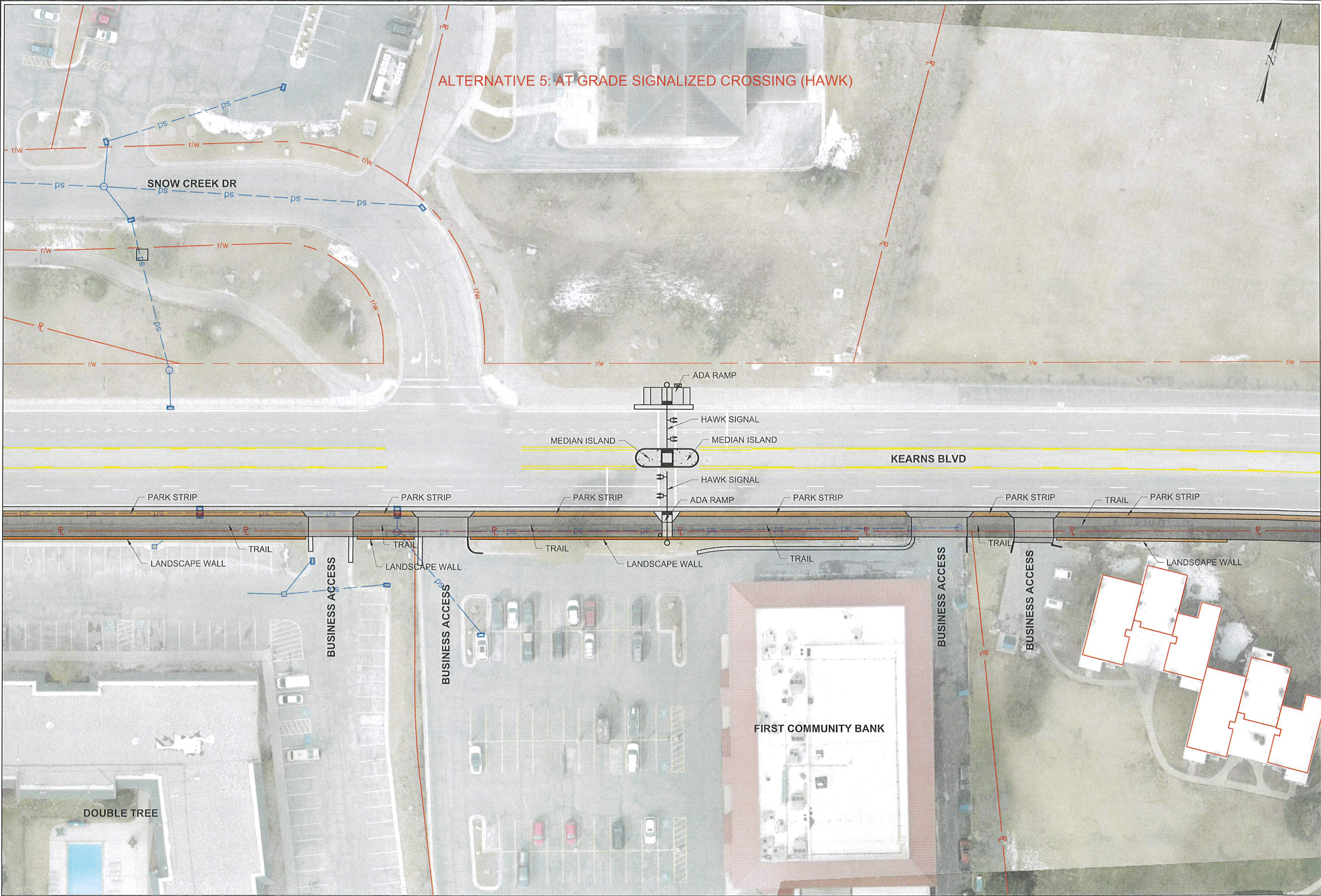
PROJECT		SNOW CREEK TUNNEL	
30% DESIGN			
PROJECT NUMBER		25-137	
SKewed TUNNEL - ENHANCED			
APPROVED		PROFESSIONAL ENGINEER	
DATE: 3 JUN 26		DESIGNED BY: PJG	
SCALE: N/A		CHECKED BY: BEA	
1884		PARK CITY MUNICIPAL CORPORATION 445 MARSH AVENUE PARK CITY, UT 84060 435-615-5073	
METHODS CONSULTING		30% DESIGN NOT FOR CONSTRUCTION	

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PROJECT		SNOW CREEK TUNNEL	
PROJECT NUMBER		30% DESIGN 25-137	
PERPENDICULAR TUNNEL - ENHANCED		APPROVED	
PROFESSIONAL ENGINEER		METHODS CONSULTING	
SCALE: N/A		DATE: 9 JUN 26	
DESIGNED BY: PJG		CHECKED BY: BEA	
PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073		1884 PARK CITY	
30% DESIGN NOT FOR CONSTRUCTION			

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PROJECT		SNOW CREEK TUNNEL	
30% DESIGN		30% DESIGN	
PROJECT NUMBER		25-137	
HAWK CROSSING		HAWK CROSSING	
APPROVED		APPROVED	
DESIGNED BY: PUG		DESIGNED BY: PUG	
DATE: 3 JUN 26		DATE: 3 JUN 26	
SCALE: N/A		SCALE: N/A	
CHECKED BY: BEA		CHECKED BY: BEA	
PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073		PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073	
1884		1884	
METHODS CONSULTING		METHODS CONSULTING	
PROFESSIONAL ENGINEER		PROFESSIONAL ENGINEER	

30% DESIGN
NOT FOR CONSTRUCTION

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○ REFERENCE KEYNOTES

⬡ SHEET KEYNOTES

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.



PARK CITY MUNICIPAL CORPORATION
445 MARSHAC AVENUE
PARK CITY, UT 84060
435-615-5073

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 10 MAR 26
DESIGNED BY: PJW
CHECKED BY: GH
SCALE: N/A

APPROVED
PROFESSIONAL ENGINEER

SNOW CREEK TUNNEL
PHASE: DESIGN
PROJECT NUMBER: 25-137
EXISTING RIGHT-OF-WAY

SHEET NO. EROW

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PERPENDICULAR TUNNEL ALTERNATIVE
RIGHT-OF-WAY IMPACTS

YARROW HOTEL OWNER, LLC
TAX ID. SA-224-G-2
1800 PARK AVE
ENTRY NO. 1245508

REFERENCE KEYNOTES

LEGEND

PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 1,472 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PRELIMINARY NOT FOR CONSTRUCTION	
PARK CITY MUNICIPAL CORPORATION 445 MARSHAC AVENUE PARK CITY, UT 84060 435-615-5073	
DATE: 10 MAR 26	DESIGNED BY: P.W.
SCALE: N/A	CHECKED BY: G.H.
METHODS CONSULTING	
APPROVED	
PROFESSIONAL ENGINEER	
SNOW CREEK TUNNEL	PHASE: DESIGN
PROJECT NUMBER	25-137
EXHIBIT 1A	
SHEET NO. REX-1A	

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SKewed TUNNEL ALTERNATIVE RIGHT-OF-WAY IMPACTS

REFERENCE KEYNOTES

LEGEND

GENERAL NOTES

PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 1,482 SQ FT

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PRELIMINARY
NOT FOR CONSTRUCTION

PARK CITY MUNICIPAL CORPORATION
445 MARSHAC AVENUE
PARK CITY, UT 84060
435-615-5073

METHODS CONSULTING

APPROVED

DATE: 10 MAR 26

DESIGNED BY: P.W.

CHECKED BY: G.H.

SNOW CREEK TUNNEL

PHASE: DESIGN

PROJECT NUMBER: 25-137

EXHIBIT 1B

SHEET NO. REX-1B

Page 267 of 279

File Path:\M\Shared drives\2025 Projects\05-137 Snow Creek Tunnel\09_Data\Right of Way\Parcel Exhibits\Parcel Exhibits_Plan_Alt.dwg 12 JUN 2026



PERPENDICULAR TUNNEL ALTERNATIVE
RIGHT-OF-WAY IMPACTS

REFERENCE KEYNOTES

SHEET KEYNOTES

LEGEND

PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 2,360 SQ FT

GENERAL NOTES

- THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.
- NET LOSS OF PARKING SPACES: 0

PROJECT		SNOW CREEK TUNNEL	
PROJECT NUMBER		30% DESIGN	
SHEET NO.		25-137	
REX-2A		EXHIBIT 2A	

METHODS CONSULTING		PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073	
APPROVED	PROFESSIONAL ENGINEER	DESIGNED BY: PUG	CHECKED BY: BEA
DATE: 3 JUN 26	SCALE: N/A	1884	

30% DESIGN
NOT FOR CONSTRUCTION

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○ REFERENCE KEYNOTES

⬡ SHEET KEYNOTES

LEGEND

⬡ PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 2,320 SQ FT

GENERAL NOTES

1 THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

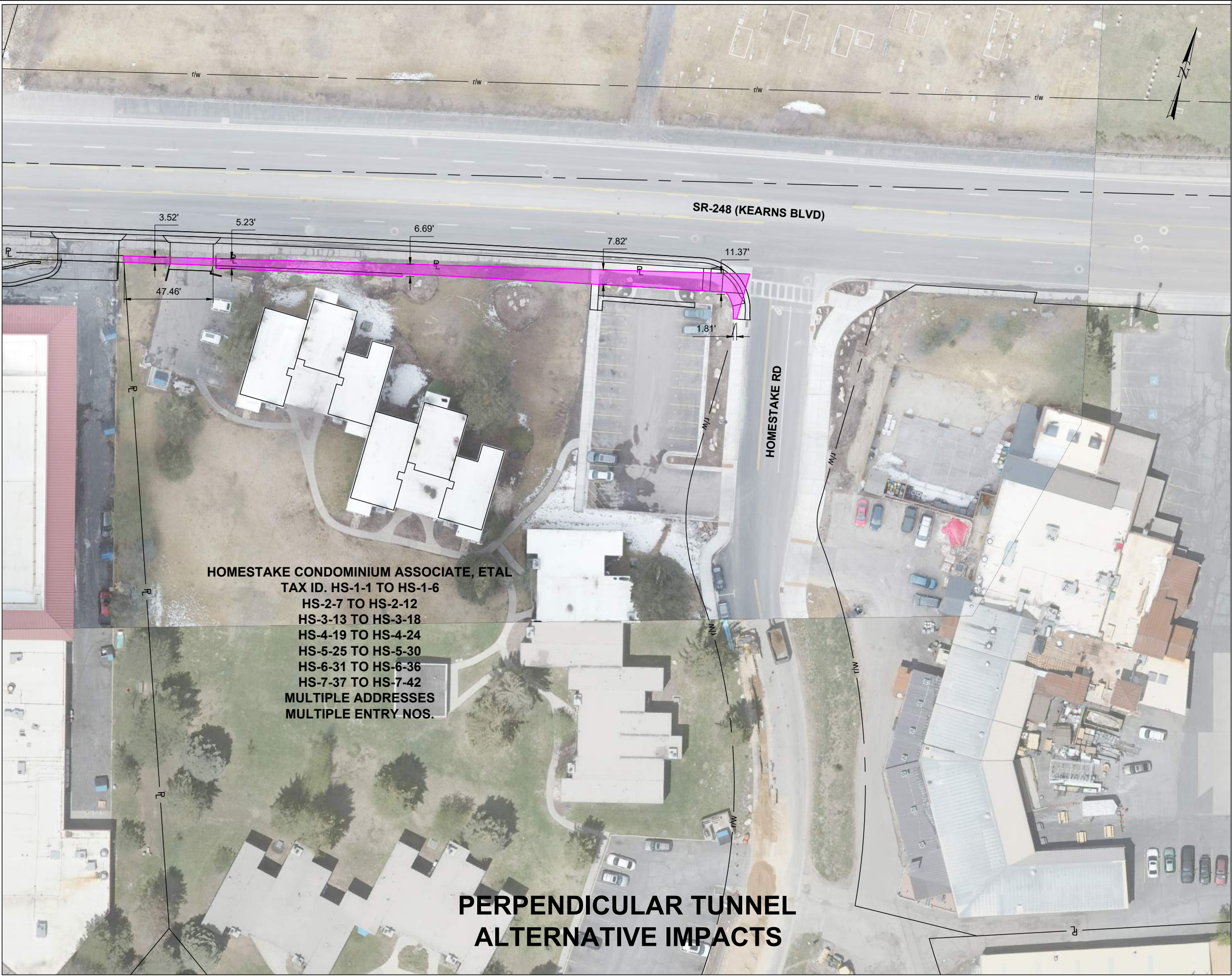
2 NET LOSS OF PARKING SPACES: 0

PROJECT		SNOW CREEK TUNNEL	
PROJECT NUMBER		30% DESIGN	
SHEET NO.		25-137	
REX-2B		EXHIBIT 2B	

METHODS CONSULTING		PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073	
APPROVED	PROFESSIONAL ENGINEER	DESIGNED BY: PUG	CHECKED BY: BEA
SCALE: N/A	DATE: 3 JUN 26		

30% DESIGN
NOT FOR CONSTRUCTION

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HOMESTAKE CONDOMINIUM ASSOCIATE, ETAL
TAX ID. HS-1-1 TO HS-1-6
HS-2-7 TO HS-2-12
HS-3-13 TO HS-3-18
HS-4-19 TO HS-4-24
HS-5-25 TO HS-5-30
HS-6-31 TO HS-6-36
HS-7-37 TO HS-7-42
MULTIPLE ADDRESSES
MULTIPLE ENTRY NOS.

PERPENDICULAR TUNNEL
ALTERNATIVE IMPACTS

REFERENCE KEYNOTES

LEGEND

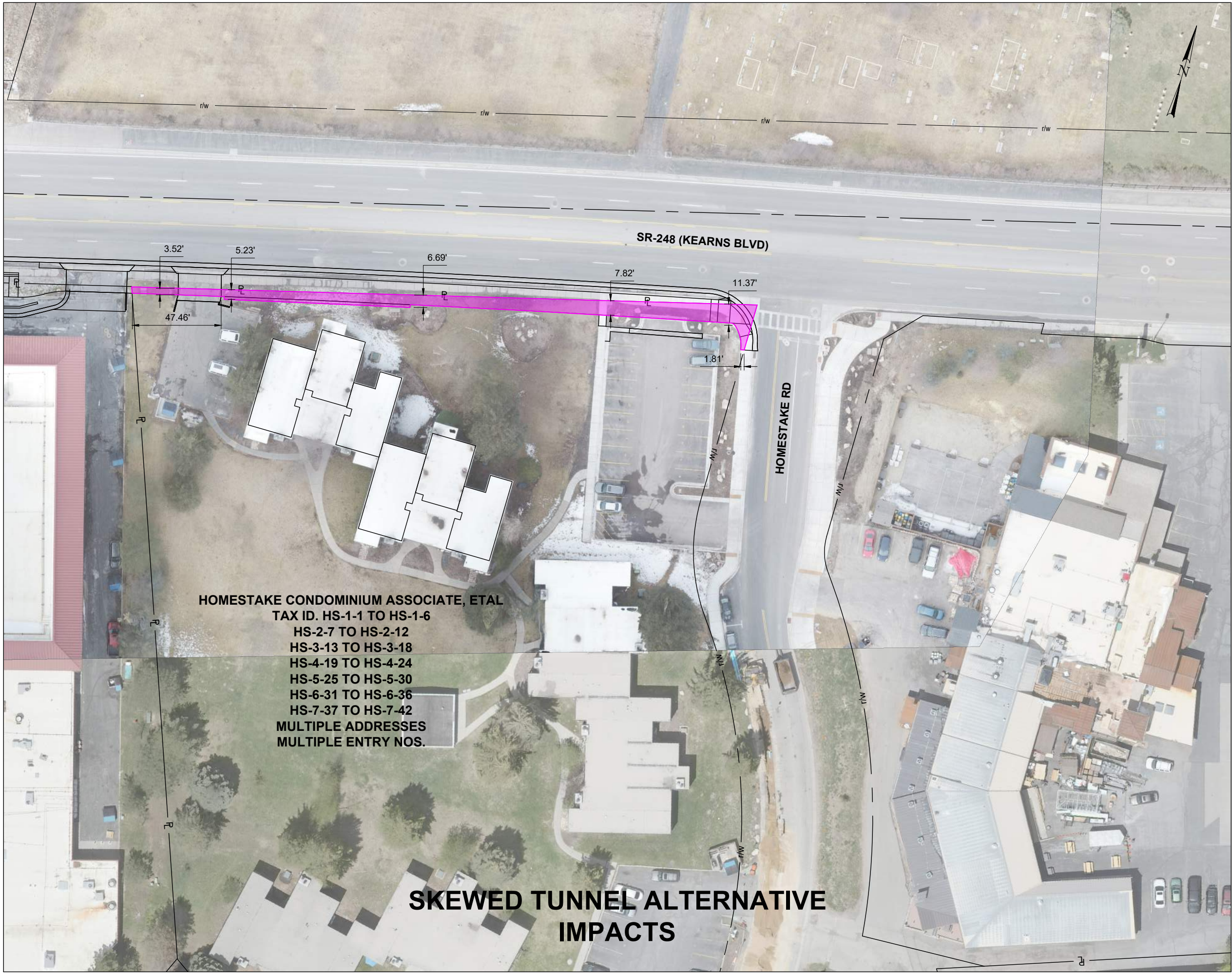
PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 2,238 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PRELIMINARY NOT FOR CONSTRUCTION	
PARK CITY MUNICIPAL CORPORATION 445 MAPSAC AVENUE PARK CITY, UT 84060 435-615-5073	
DATE: 10 MAR 26	DESIGNED BY: PJW
SCALE: N/A	CHECKED BY: GH
METHODS CONSULTING	
APPROVED	
PROFESSIONAL ENGINEER	
SNOW CREEK TUNNEL	PHASE: DESIGN
PROJECT	PROJECT NUMBER
25-137	EXHIBIT 3A
SHEET NO. REX-3A	

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HOMESTAKE CONDOMINIUM ASSOCIATE, ETAL
TAX ID. HS-1-1 TO HS-1-6
HS-2-7 TO HS-2-12
HS-3-13 TO HS-3-18
HS-4-19 TO HS-4-24
HS-5-25 TO HS-5-30
HS-6-31 TO HS-6-36
HS-7-37 TO HS-7-42
MULTIPLE ADDRESSES
MULTIPLE ENTRY NOS.

SKewed TUNNEL ALTERNATIVE
IMPACTS

REFERENCE KEYNOTES

LEGEND

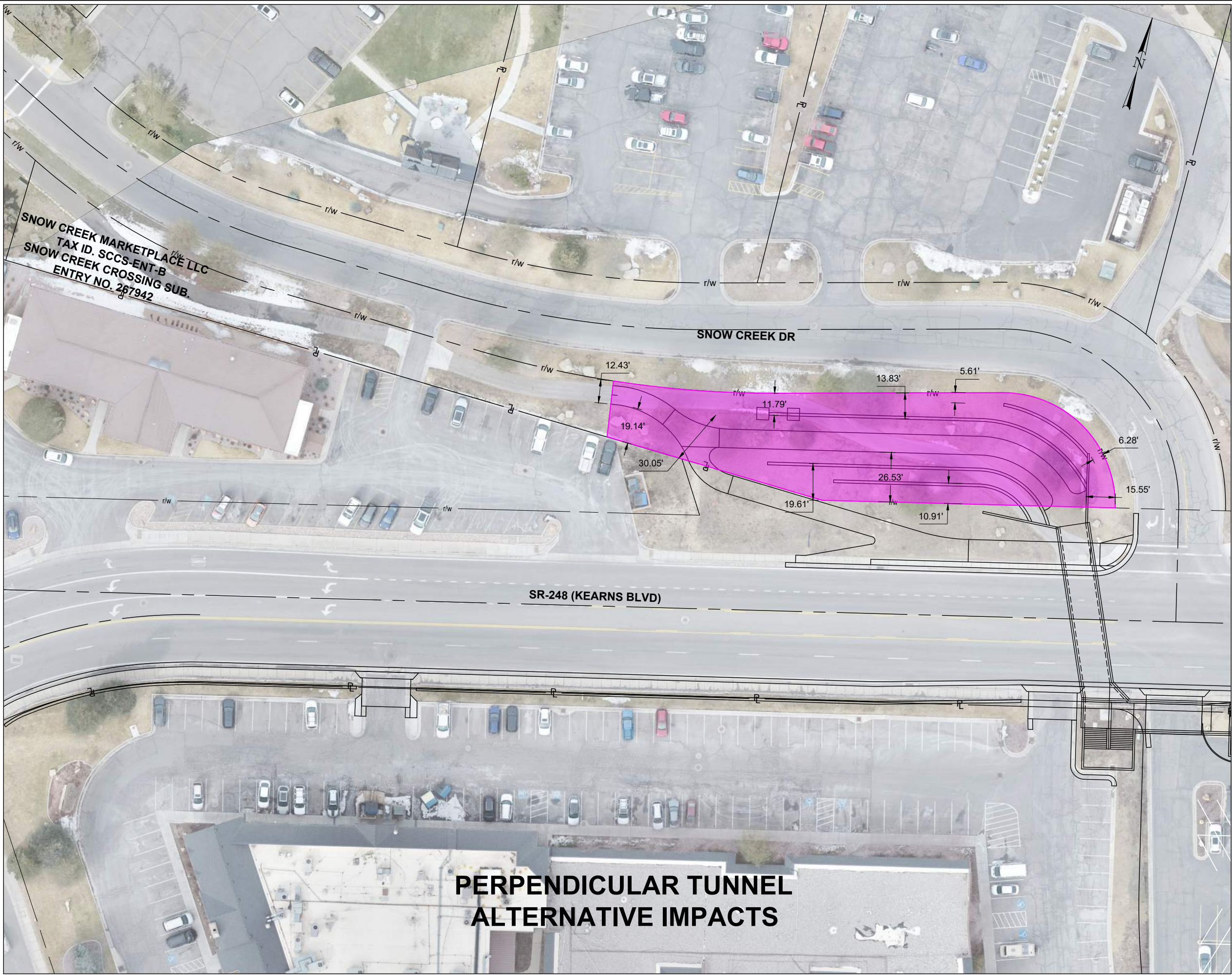
PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 2,238 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PROJECT		SNOW CREEK TUNNEL	
PHASE: DESIGN			
PROJECT NUMBER		25-137	
SHEET NO. REX-3B		EXHIBIT 3B	
APPROVED		PROFESSIONAL ENGINEER	
METHODS CONSULTING		PARK CITY MUNICIPAL CORPORATION 445 MAPSAC AVENUE PARK CITY, UT 84060 435-615-5073	
DATE: 10 MAR 26		DESIGNED BY: P.W.	
SCALE: N/A		CHECKED BY: G.H.	
PRELIMINARY NOT FOR CONSTRUCTION			

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REFERENCE KEYNOTES

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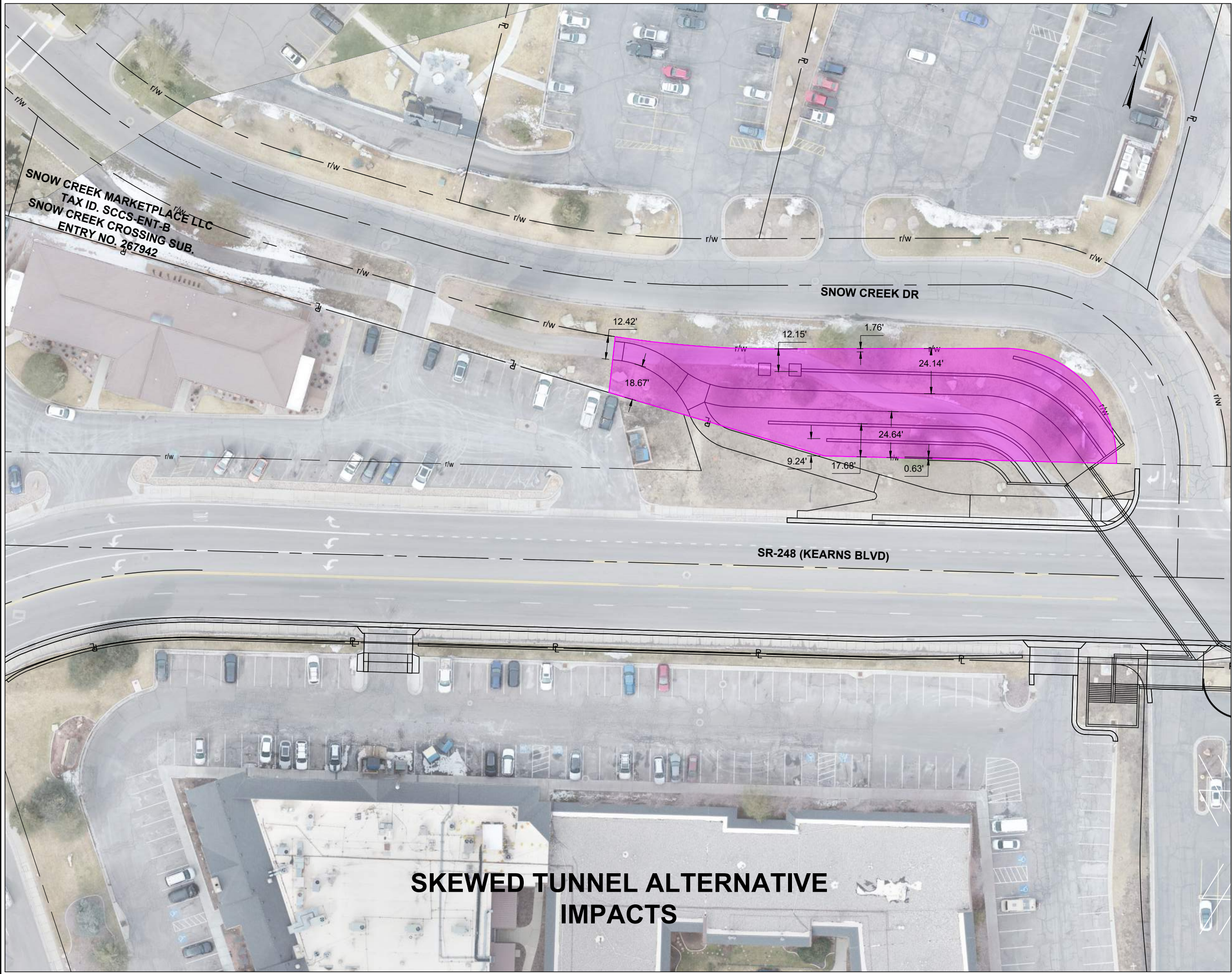
PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 13,324 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PROJECT		SNOW CREEK TUNNEL	
PHASE: DESIGN		PHASE: DESIGN	
PROJECT NUMBER		25-137	
SHEET NO. REX-4A		EXHIBIT 4A	
APPROVED		METHODS CONSULTING	
PROFESSIONAL ENGINEER		PARK CITY MUNICIPAL CORPORATION 445 MARSHAC AVENUE PARK CITY, UT 84060 435-615-5073	
DATE: 10 MAR 26		DESIGNED BY: P.W.	
SCALE: N/A		CHECKED BY: G.H.	
PRELIMINARY NOT FOR CONSTRUCTION			

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SKEWED TUNNEL ALTERNATIVE IMPACTS

REFERENCE KEYNOTES

LEGEND

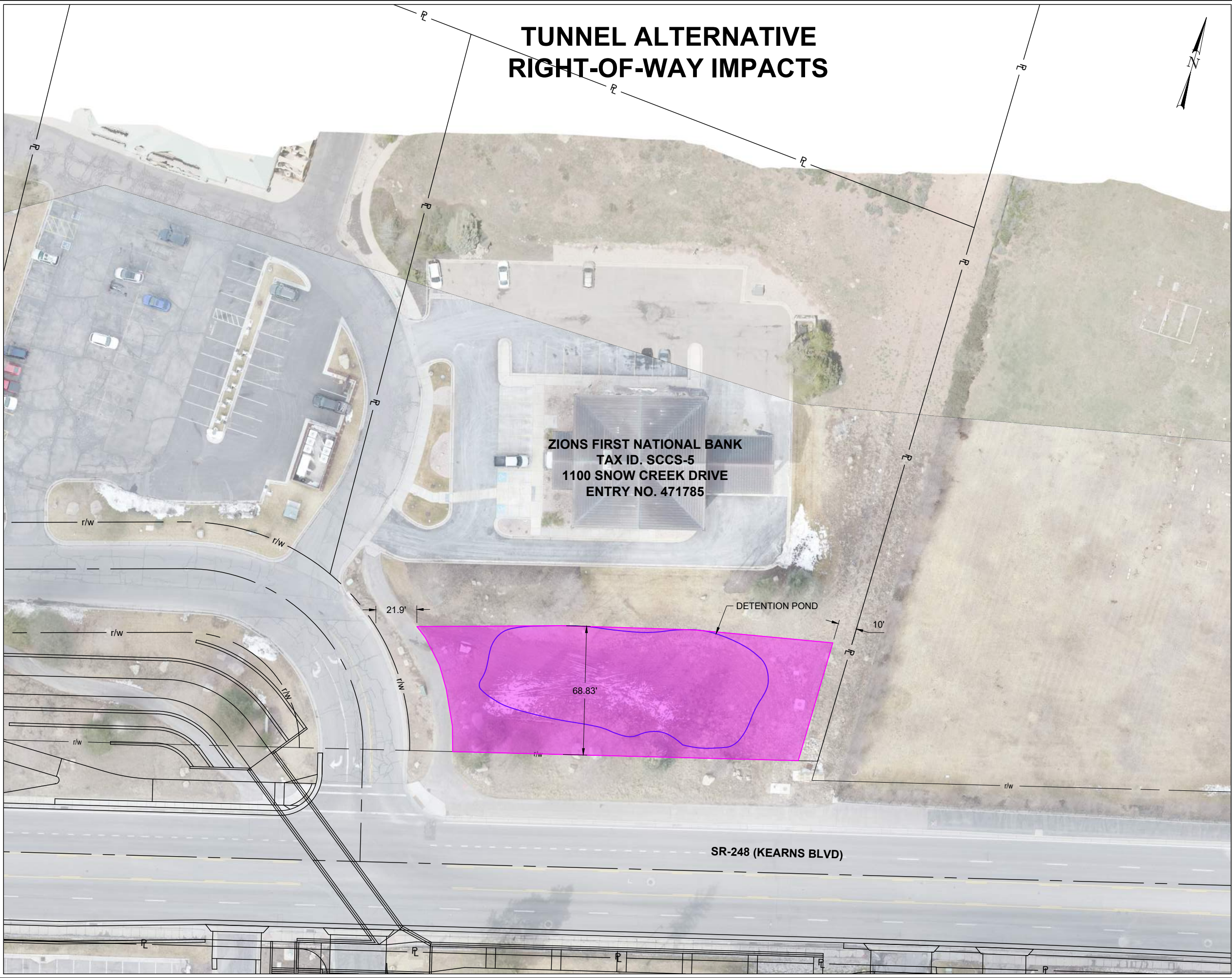
PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 13,324 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PRELIMINARY NOT FOR CONSTRUCTION		PARK CITY MUNICIPAL CORPORATION 445 MARSHAC AVENUE PARK CITY, UT 84060 435-615-5073		CHECKED BY: GH
METHODS CONSULTING		DATE: 10 MAR 26	DESIGNED BY: PJW	SCALE: N/A
SNOW CREEK TUNNEL		APPROVED PROFESSIONAL ENGINEER		
PROJECT	PHASE: DESIGN	EXHIBIT 4B		
PROJECT NUMBER	25-137			
SHEET NO. REX-4B				

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TUNNEL ALTERNATIVE RIGHT-OF-WAY IMPACTS

REFERENCE KEYNOTES

LEGEND

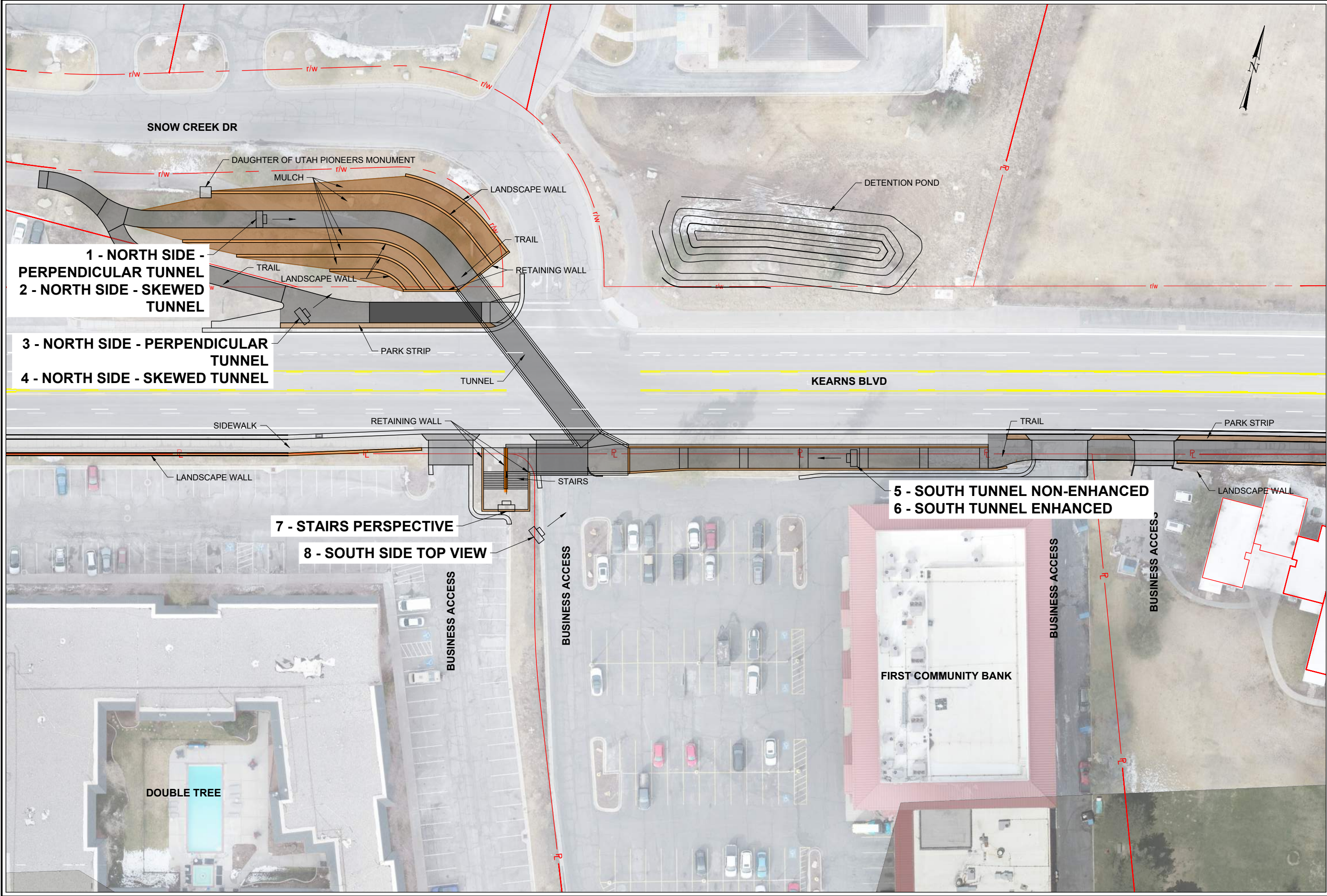
PROPOSED RIGHT-OF-WAY
ESTIMATED AREA: 6,135 SQ FT

GENERAL NOTES

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PROJECT		SNOW CREEK TUNNEL	
PHASE: DESIGN		PHASE: DESIGN	
PROJECT NUMBER		25-137	
EXHIBIT 5		EXHIBIT 5	
SHEET NO. REX-5		SHEET NO. REX-5	
APPROVED		APPROVED	
PROFESSIONAL ENGINEER		PROFESSIONAL ENGINEER	
DATE: 10 MAR 26		DATE: 10 MAR 26	
SCALE: N/A		SCALE: N/A	
DESIGNED BY: PJW		DESIGNED BY: PJW	
CHECKED BY: GH		CHECKED BY: GH	
PARK CITY MUNICIPAL CORPORATION 445 MARSHAC AVENUE PARK CITY, UT 84060 435-615-5073			
PRELIMINARY NOT FOR CONSTRUCTION			

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PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVENUE PARK CITY, UT 84060 435-615-5073	
SCALE: 1"=50'	CHECKED BY: BEA
DATE: 3 JUN 26	DESIGNED BY: PUG
PARK CITY 1884	
METHODS CONSULTING	
APPROVED _____ PROFESSIONAL ENGINEER	
PROJECT SNOW CREEK TUNNEL	30% DESIGN
PROJECT NUMBER 25-137	RENDERING KEY
SHEET NO. 1	

RENDERINGS

NORTH SKEWED



NORTH SKEWED



RENDERINGS

NORTH PERP.



NORTH PERP.



RENDERINGS

SOUTH ENHANCED

SOUTH NON-ENHANCED



RENDERINGS

SOUTH TOP VIEW

SOUTH STAIRS

