



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 30, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, January 30, 2020.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel and Litigation

WORK SESSION

4:00 p.m. - Discuss City Employee Compensation Study

[Compensation Study Staff Report](#)

[Exhibit A: Compensation Project Plan](#)

4:30 p.m. - Council Break to Attend the Sundance Festival Bonfire Located at Flagpole Parking Lot, 557 Swede Alley

STUDY SESSION

5:15 p.m. - Historic District Grant Program Review

[Historic District Grant Program Staff Report](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint Deanna Rhodes, Diego Zegarra, Joseph Lair, Claire Marlin, and Jeremy Sheppe to the Blue Ribbon Municipal Employee Compensation Commission
(A) Public Input (B) Action
[Blue Ribbon Commission Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. On Board Transit Survey Update
[On Board Transit Survey Staff Report](#)
[Exhibit A: Park City On Board Survey Report 2019](#)
[Exhibit B: On Board Transit Survey Summary](#)
2. Downtown Business Improvement District - Trash and Administration Contracts
[Downtown Trash Contract Staff Report](#)
[Exhibit A: Republic Waste Contract](#)
[Exhibit B: BID Contract with Historic Park City Alliance First Addendum](#)
[Exhibit C: 2016 Community Emission Profile](#)
[Exhibit D: BID Waste Management Background](#)

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

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contract Change Order No. 1 to the Construction Agreement with Rowser Construction LLC, in a Form Approved by the City Attorney, for an Amount of \$14,025.00 for Guardrail Installation on Royal Street, Norfolk Avenue, and Deer Valley Drive
[Guardrail Change Order Staff Report](#)
[Exhibit A: Rowser Construction Agreement](#)
[Exhibit B: Construction Services Invoice](#)
2. Request to Approve the 2020 Legislative Platform
[2020 Legislative Platform Staff Report](#)

VI. OLD BUSINESS

1. Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; and Defined Terms, Section 15-15
(A) Public Hearing (B) Action
[Master Planned Development Staff Report and Ordinance](#)
2. Cross Country Concessionaire Program Discussion
[Cross Country Concessionaire Program Discussion Staff Report](#)
[Exhibit A: Property Map](#)
[Exhibit B: Armstrong Snow Ranch Pastures - Conceptual Nordic Trail Alignment](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-06, an Ordinance Approving the 322 Park Avenue Plat Amendment Located at 322 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Park Avenue Plat Amendment Staff Report](#)

[Exhibit A: Applicant's Project Description](#)
[Exhibit B: Record of Survey and Topo Map](#)
[Exhibit C: Planning Commission Minutes](#)
[Exhibit D: Easement](#)

2. Consideration to Continue an Ordinance Approving 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Continue to March 19, 2020
[802 Empire Ave Continuation Staff Report](#)
3. Consideration to Approve Ordinance 2020-10, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Alice Claim Subdivision and Plat Amendment Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Alice Claim Extension Staff Report](#)
[Exhibit A: Alice Claim 2018 Ordinance](#)
[Exhibit B: Applicant's Extension of Time Request](#)
4. Consideration to Approve Ordinance No. 2020-11, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Ridge Avenue Subdivision, Amending Lot 1, Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah
(A) Public Hearing (B) Action
[123 Ridge Avenue Extension Staff Report and Ordinance](#)
[Exhibit A: 123 Ridge Avenue 2018 Ordinance](#)
[Exhibit B: Applicant's Extension of Time Request](#)
5. Consideration to Approve Ordinance 2020-08, an Ordinance Amending the Parking Code of Park City, Utah, Amending Section 9-10-03 Anti-Idling AND Approve Resolution No. 01-2020, an Anti-Idling Resolution for Motorized Vehicles in Park City, Utah, and Declaring Park City, Utah to be an idle-Free City
(A) Public Hearing (B) Action
[Anti-Idling Staff Report](#)
[Exhibit A: Parking Ordinance](#)
[Exhibit B: Parking Resolution](#)
6. Consideration to Authorize a Change Order with Lake|Flato Architects for Additional Architecture and Engineering Design Services for the Arts and Culture District, Not to Exceed \$338,000, in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Arts and Culture Design Contract Change Order #1 Staff Report](#)

VIII. ADJOURNMENT

IX. PARK CITY HOUSING AUTHORITY

I. ROLL CALL

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

III. NEW BUSINESS

1. Review the Intermountain Healthcare (IHC) and Physician Holdings' Third Amendment to the Housing Mitigation Plan to Fulfill its Affordable Housing Obligations
(A) Public Input
[Housing Mitigation Plan Staff Report](#)

IV. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

4:00 p.m. - Discuss City Employee Compensation Study

Suggested Action:

Attachments:

[Compensation Study Staff Report](#)

[Exhibit A: Compensation Project Plan](#)



City Council Staff Report

Subject: Mercer Representatives and Staff Compensation Committee
Author: Brooke Watters, HR Director
Date: January 30, 2020
Type of Item: Work Session

Human Resources and the City Manager would like to introduce to City Council and the public Lia Santos, Principal and David Paul, Senior Analyst of Mercer Corporation. Mercer will evaluate City compensation by benchmarking the vast majority of our positions to the external market. They will evaluate our pay structure and cash compensation elements; they will also conduct a high-level competitive analysis of our benefit offerings compared to the market. Lia and David are looking forward to meeting the Council in order to receive feedback and input on the City's current pay philosophy and structure as well as the process going forward.

Recommendation

Mercer will outline for Council their experience with other municipalities and organizations and outline their recommended process and timeline.

During their visit they are also meeting department managers to better understand the departments' functions, as well as their recruiting and retention challenges and successes.

Background

Record unemployment and low availability of job applicants across Summit County and the state of Utah have made it difficult for the City to attract and retain required staff. To minimize the effects of these recruiting challenges, which include long term vacant positions and fewer quality applicants, the City contracted with Mercer to evaluate the City's competitive position in our labor market as well as make recommendations on future pay.

Funding

Staff will provide support to Mercer to provided compensation and structural information. Funds were also approved by Council and will also come from various City departments including Public Utilities, Sustainability, and Human Resources.

Attachments

A Mercer Project Plan

Project Work Plan																											
Last Updated	1/13/2020																										
Project Name	Park City, UT Compensation Study & Analysis																										
Project Start Date	12/1/2019	Deliv. Date	4/10/2020																								
#	Task	Start Date	End Date	Owner	Status	December					January				February				March					April			
						12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27
1	Plan Project & Gather Data/Information	12/1	1/17																								
a)	Mercer prepares Kick-Off Materials	12/1	12/9	Mercer	Complete																						
b)	Facilitate Project Kick-Off Meeting	12/10	12/10	Both	Complete																						
c)	Set up secure project site for sharing data and information	12/10	12/17	Mercer	Complete																						
d)	Mercer shares Data Request to gather benefits, compensation, and other relevant rewards program data	12/10	12/17	Mercer	Complete																						
e)	PCMC completes and returns Data Request (PCMC updating some files week of 1/13)	12/17	1/15	PCMC	In Progress																						
f)	Mercer validates Data Request and prepares for 1/13 meeting	1/6	1/13	Mercer	Complete																						
g)	PCMC provides Wasatch compensation survey data	1/6	1/17	PCMC	In Progress																						
2	Define Methodology	1/6	1/24																								
a)	Deliverable - Mercer creates detailed Project Timeline	1/6	1/10	Mercer	Complete																						
b)	PCMC reviews Project Timeline	1/10	1/13	PCMC	Complete																						
c)	Meeting (Webex) to discuss Project Timeline, Data Request, Methodology for Compensation Study, and Interviews with Leaders	1/13	1/13	Both	Complete																						
d)	Identify positions and compensation elements to be included in the compensation study	1/13	1/15	Both	In Progress																						
e)	Mercer develops draft approach for benchmarking with published compensation survey data	1/13	1/17	Mercer	In Progress																						
f)	Mercer develops draft approach for custom survey and research	1/13	1/17	Mercer	In Progress																						
g)	Deliverable - Mercer provides Methodology report	1/22	1/22	Mercer	Not Started																						
h)	Meeting (Webex) to review Compensation Study methodology, including published and custom data	1/24	1/24	PCMC	Not Started																						
3	Understand Jobs to be Included in Compensation Study	1/13	2/7																								
a)	Mercer reviews available job information for PCMC jobs	1/13	1/24	Mercer	In Progress																						
b)	Mercer creates initial assessment of the availability of published survey data for jobs included in the study	1/20	1/24	Mercer	Not Started																						
c)	Mercer develops guide for interviews with managers to supplement job documentation	1/20	1/24	Mercer	Not Started																						
d)	Meeting (In-person) to conduct interviews to gather information on jobs needing additional clarification and to assess talent market	1/27	1/31	Both	Not Started																						
e)	Mercer assesses best approach for data collection for each position (published vs. custom data)	2/3	2/4	Mercer	Not Started																						
f)	Deliverable - Mercer provides Position Matrix with detailed methodology on external data collection for each job	2/5	2/5	Mercer	Not Started																						
g)	PCMC reviews Position Matrix	2/5	2/6	PCMC	Not Started																						
h)	Meeting (Webex) to discuss Position Matrix and finalize data collection approach for each job	2/7	2/7	Both	Not Started																						
4	Conduct External Comparisons	2/3	3/20																								
a)	Mercer identifies peer markets for published survey benchmarking, based on PCMC's input on its talent competitors	2/3	2/7	Mercer	Not Started																						
b)	Mercer develops a peer group of comparable government agencies for custom survey	2/3	2/7	Mercer	Not Started																						
c)	Mercer drafts questionnaire for custom survey	2/3	2/11	Mercer	Not Started																						
d)	Deliverable - Mercer to provide survey questionnaire and recommended peer group	2/11	2/11	Mercer	Not Started																						
e)	Meeting (Webex) to discuss draft questionnaire, report on custom survey peer group, and peer markets	2/12	2/13	Both	Not Started																						
f)	Gather contact information for custom survey peers	2/13	2/21	Both	Not Started																						
g)	Mercer finalizes custom survey peer group and questionnaire based on PCMC feedback	2/17	2/21	Mercer	Not Started																						
h)	Mercer distributes questionnaire to peer agencies to collect data, sending reminders to encourage participation	2/24	3/6	Mercer	Not Started																						
i)	Mercer gathers published survey data for each job based on finalized peer markets and Position Matrix	2/17	3/6	Mercer	Not Started																						
j)	Mercer conducts benefits benchmarking based on published survey benchmarking methodology	2/17	3/6	Mercer	Not Started																						
k)	Mercer cleans and analyzes custom survey data and published survey data	3/9	3/20	Mercer	Not Started																						
5	Develop Final Report	3/16	4/10																								
a)	Mercer develops findings regarding PCMC's comparison to market for chosen data elements	3/16	3/27	Mercer	Not Started																						
b)	Mercer analyzes PCMC practices for potential gender bias	3/16	3/27	Mercer	Not Started																						
c)	Mercer develops recommendations to align compensation to market ranges and calculates associated costs	3/16	3/27	Mercer	Not Started																						
d)	Deliverable - Mercer provides Preliminary External Benchmarking Report	3/27	3/27	Mercer	Not Started																						
e)	Meeting (Webex) to discuss Preliminary External Benchmarking Report	3/30	3/31	Both	Not Started																						
f)	Mercer refines report based on PCMC feedback	4/1	4/3	Mercer	Not Started																						
g)	Deliverable - Mercer delivers Final Report summarizing research, recommendations, and costs	4/3	4/3	Mercer	Not Started																						
h)	Meeting (In-person) to review Final Report	4/6	4/10	Both	Not Started																						

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

4:30 p.m. - Council Break to Attend the Sundance Festival Bonfire Located at Flagpole Parking Lot, 557 Swede Alley

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Caitlyn Barhorst

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Historic District Grant Program Review

Suggested Action:

Attachments:

[Historic District Grant Program Staff Report](#)

City Council Staff Report



Subject: Historic District Grant Program
Author: Caitlyn Barhorst, Historic Preservation Planner
Department: Planning Department
Date: January 30, 2020
Type of Item: Study Session

Summary Recommendation

1. Review proposed amendments to the Historic District Grant Program (HDGP);
2. Review the draft Resolution ([Exhibit A](#)) for adoption by City Council on February 27, 2020;
3. Review the draft Ordinance ([Exhibit B](#)) amending the City Budget Contracts and Purchasing Policy Part 1 Paragraph F as seen in Attachment 1 in the draft Ordinance.

Executive Summary

Staff worked to revise the structure of the HDGP to better align with the City's Historic Preservation goals, while at the same time balancing construction costs and project types that continue to change. Staff recommends refocusing the HDGP to prioritize restoration and preservation, instead of mostly funding larger-scale projects and favoring full time residents.

HDGP are available for Historic Residential and Commercial Structures listed on Park City's Historic Sites Inventory (HSI). The purpose of the HDGP is to incentivize and offset some of the Preservation, Rehabilitation, and/or Restoration costs associated with properties on the HSI. An updated HDGP entails a 50% matching grant for selected recipients.

The HDGP is authorized in the Park City Policy and Procedures guide and adopted as part of the annual budget process. The Planning Department administers the program. Depending on the dollar amount of a grant request, Planning Staff, the Historic Preservation Board (HPB), or City Council will evaluate and select the recipients. The Purchasing Policy amendments in the draft Ordinance will be revised following the Study Session.

See the [November 21, 2019 Staff Communications Report](#) for more background.

Historic Grant Annual Funding Sources

Main Street RDA	\$30,000
Lower Park Avenue RDA	\$50,000
General Fund	\$47,136

**Funds from each fiscal year do not rollover to the next fiscal year.*

[Exhibit C](#) includes maps of the RDA areas. Projects within RDA boundaries qualify for additional funding, whereas most properties are only eligible for General Funds only.

Proposed Amendments

1. **Mission Statement:** The previous program did not have a mission statement. Staff proposes the following:
 - *The Park City Historic District Grant Program is designed to financially incentivize the Preservation, Rehabilitation, and Restoration of Historic Structures and Sites on the City's Historic Sites Inventory in order to support a community that honors its past and encourages Historic Preservation.*
 - The statement is consistent with General Plan Goal 15: Preserve the integrity, mass, scale, compatibility, and historic fabric of the nationally and locally designated historic resources and districts for future generations.

2. **Program Categories:** The previous HDGP did not have size of project categories, so grants were processed on a “first-come, first-serve” basis, with no separation of larger renovations from smaller-scale projects.
- Staff proposes two categories in order to better assess and differentiate projects depending on scale and scope.

A. CATEGORY A. REPAIR:

Grants not to exceed \$5,000, administered by staff, with no HPB or City Council review required. Each funding source has \$5,000 set aside for repair. The Planning Director/Chief Building Official, with a recommendation from the Historic Preservation Planner, review applications on a case-by-case basis until funds are expended.

All projects reviewed under the two (2) following definitions:

1. Emergency Funds, to be awarded for projects as defined by “Emergency Repair Work” in the Land Management Code:
 - ***Emergency Repair Work:*** *work requiring prompt approval because of an imminent threat to the safety or welfare of the public or to the structure or site. The scope of the approval for emergency repair work shall only be to the extent related to stabilizing or repairing the emergency situation.*
2. Repair Funds, to be awarded for projects as defined by “Ordinary Repairs and Maintenance” in the Land Management Code:
 - ***Ordinary Repairs and Maintenance:*** *work done on a Building in order to correct any deterioration, decay, or damage to a Building or any part thereof in order to restore same as or nearly as practical to its condition prior to such deterioration, decay, or damage.*

B. CATEGORY B. COMPETITIVE:

Competitive Grant Funds exceeding \$5,000 (see below for disbursement cap recommendations), to be awarded by HPB and/or City Council, with staff recommendation, as defined by “Preservation, Rehabilitation, and/ or Restoration” in the Land Management Code:

- ***Preservation:*** *the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a Historic Property. Work, including preliminary measures to protect and stabilize the Property, generally focuses upon ongoing maintenance and repair of Historic materials and features rather than extensive replacement and new construction.*
- ***Rehabilitation:*** *the act or process of making possible a compatible Use for a Property through repair, alterations, and additions while preserving those portions or features which convey its Historical, cultural, or architectural values.*
- ***Restoration:*** *the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and Reconstruction of missing features from the restoration period.*

3. **Application and Process:**

- Because the previous program was administered on a first-come-first-serve basis, grant funds were typically exhausted quickly by large projects. Staff proposes a new application process to assess all Category B Competitive grants at one time to ensure the most thoughtful disbursement of funds.

- See [Exhibit D](#) for the Draft Updated Grant Packet and Application.
- A timeline of the proposed process was created ([Exhibit E](#)), which highlights application deadlines for the upcoming fiscal years.
 - *Note: 2020 fiscal year and 2021 fiscal year are on a different timeline (see timeline section below for 2020 and 2021). The Standard Timeline will be implemented for the 2022 fiscal year and beyond.*
- Each year, staff proposes the HPB determine a goal for Category B Competitive funds in April, prior to the next grant cycle. The goal will be announced prior to applications opening on May 1st.
 - Example goals:
 - Mine Sites;
 - Historic Accessory Buildings;
 - Historic wood window restoration;
- Standard Timeline for Category B:
 - Mid-April: Goal announced
 - May 1st: Applications open
 - August 1st: Applications close
 - September: Applications compiled by staff
 - October: HPB Review
 - Late October/ early November: City Council Review
 - October/ November: Awarded projects notified
 - Projects have roughly 20 months to complete the work
- For Category A Repair, staff recommends a rolling (continual) application with \$5,000 reserved from each funding source for each fiscal year.
- Both Categories require a Historic District Design Review (HDDR) approval in the form of either a waiver letter through the free HDDR Pre-Application, or HPB approval, depending on the scope of work. This is required for the application to be submitted.
- Awarded projects are required to complete work by June 1st of the project fiscal year to account for finalizing the project (final inspection, certificate of occupancy, etc. dependent on the scope of work) and awarding the necessary reimbursement funds.
- Staff recommends any remaining funds from Category B that are not completed in time would be open to Category A Repair, and eligible projects would include work that could be completed within the given timeframe.

4. **List of Eligible and Ineligible Work:**

- Staff is available to answer preliminary qualification and eligibility questions.
- Eligible work includes interior/exterior repair, Rehabilitation, Restoration, or Preservation, including Historic architectural features, structural elements, and mechanical systems.
- Depending on the conditions and project scope, examples of eligible work include, but are not limited to:
 - Repairing/ Restoring/ replacing windows
 - Repointing Masonry
 - Repairing or replacing roofs
 - Exterior paint
 - Electrical updates*
 - New furnace, A/C, boiler, etc.*
 - Insulation upgrades*
 - Reconstruction of Historic Porches
 - Restoration of Historic features (siding, windows, etc.)
 - Historic Preservation Plan

**Divergence from the previous grant program is the inclusion of system upgrades such as electrical insulation and HVAC work. This is consistent with the National Park Service recommendations for Historic Preservation, but also City Council's Sustainability goals.*

5. Grant Disbursement Amounts (For Category B Competitive Funds):

- Grants over \$25,000 require City Council review, while disbursement amounts up to \$25,000 can be awarded by the HPB without City Council review.
- Staff recommends a cap of \$25,000 for the largest available grant. The cap would encourage a larger quantity of smaller-scale projects to apply.
- If the applicant chooses to apply for an amount larger than the cap, City Council, with HPB's recommendation, can review and approve lifting the cap for that particular project.
 - For example, a project located within the RDA boundary is also qualified for General Funds and are eligible for a larger total amount.

6. Historic Preservation Easement:

- HPB recommendations:
 - Funds of no more than \$5,000 would require a 5-year lien. Should the property be sold within 5 years, the applicant is responsible for repaying a prorated amount.
 - Disbursement of up to \$20,000 would require a 5-year lien and disbursements of \$20,000 or greater would trigger a Preservation Easement.
- Staff recommends:
 - Eliminating the 5-year Lien requirement for all projects; and
 - Requiring a Historic Preservation Easement (see [Exhibit F](#) for an example) for grant amounts of \$25,000 or greater.
 - This recommendation will encourage ongoing preservation of historic structures, and requiring a 5-year lien does not necessarily translate to historic preservation.

7. Ownership/ Primary Residents:

- The previous Grant program gave a different reimbursement based on ownership.
- From the previous guide: *Primary residents (either homeowner or a full time renter) may be awarded up to fifty percent (50%) of total eligible construction costs, while homes which are used as a secondary-home or nightly rental may be awarded up to forty percent (40%) of total eligible construction costs. Commercial property owners are eligible for up to fifty percent (50%) total eligible construction costs.*
- HPB and staff recommend no preference to primary residents, as the goal is to focus on continued preservation of Historic resources of Park City.

8. Evaluation Criteria ([Exhibit G](#)):

- Staff revised the Evaluation Criteria based on the draft Scorecard ([Exhibit H](#)) developed previously. The new criteria will require staff to write an explanation of the score, which will be included in the recommendation to HPB and/or City Council.
- The criteria will be included with the application so applicants understand the method of evaluation.

9. Outreach:

- Staff is working with the Community Engagement Department to develop strategies for outreach and education on how to apply for the grant.
- See [Exhibit I](#) for a draft Community Outreach Plan.

10. Process Updates:

- Staff will update HPB and City Council on the status of the program with a yearly Staff Communications report in July, following the end of each fiscal year.

2020 and 2021 Fiscal Year Process and Timeline:

2020 Fiscal Year:

- Because funds remain available for the 2020 fiscal year, staff recommends an expedited grant application cycle this year only.
- Staff proposes the potential of opening applications to:
 - Projects completed within 2020 fiscal year*; and
 - Projects that could be completed prior to June 30, 2020, the end of the 2020 fiscal year.
- Priority will be given to applications already filed with the Planning Department while the grant program was under revision.
- Only projects under Category A Repair will be accepted, with a maximum of \$15,000 awarded by staff.
- An HDDR approval is required.
- 2020 Timeline:
 - March 1, 2020: Applications open
 - March 31, 2020: Applications close
 - April 15, 2020: Staff decision and awarded projects notified
 - June 1, 2020: Work complete for final inspection

**This is only recommended for the 2020 fiscal year.*

2021 Fiscal Year:

- Only projects under Category A Repair will be accepted, with a maximum of \$15,000 awarded by staff.
- An HDDR approval is required.
- This year will not award money to projects already completed.
- Timeline:
 - April 1st 2020: Applications open
 - July 1st 2020: Applications close
 - August 2020: HPB Review
 - Late August/ Early September: City Council Review
 - August/ September: awarded projects notified
 - June 1st 2021: Work complete for final inspection

Department Review

This staff report has been reviewed by the Legal and Executive Departments.

Exhibits

Exhibit A: [Draft Resolution](#)

Exhibit B: [Draft Ordinance](#)

Exhibit C: [Lower Park Avenue RDA and Main Street RDA Maps](#)

Exhibit D: [Draft Updated Grant Application Packet](#)

Exhibit E: [Application Timeline](#)

Exhibit F: [Sample Historic Preservation Easement](#)

Exhibit G: [Evaluation Criteria](#)

Exhibit H: [Draft Scorecard](#)

Exhibit I: [Draft Community Outreach Plan](#)

Exhibit J: [Previous Grant Application Packet, last updated January 28, 2015](#)

Exhibit K: [Past Meetings List](#)

Exhibit L: [Definitions](#)

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Appoint Deanna Rhodes, Diego Zegarra, Joseph Lair, Claire Marlin, and Jeremy Sheppe to the Blue Ribbon Municipal Employee Compensation Commission
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Blue Ribbon Commission Staff Report](#)



City Council Staff Report

Subject: Blue Ribbon Commission
Author: Jolene Weston, Organizational Development Manager
Date: January 21, 2020
Type of Item: Work Session

Recommendation:

Staff recommends that the Mayor, with the consent of the Council, appoint the following members of the Blue Ribbon Municipal Employee Compensation Commission ("Commission"), as recommended by the Selection Committee:

1. Deanna Rhodes
2. Diego Zegarra
3. Joseph Lair
4. Claire Marlin
5. Jeremy Sheppe

Staff is open to adding an additional member or two, at the direction of Council.

The Commission plans to review the recommendations made by Mercer who is evaluating wage and compensation of Park City Municipal employees. The Compensation Commission will provide a list of formal recommendation (support or opposition) to the Mayor and Council regarding the strategies recommended (or not recommended) by Mercer. The Commission would participate in four to six meetings, and deliver its findings to the City Council and City Manager in late March.

Background:

Consistent with previous wage and compensation studies, the Mayor and Council requested a Blue Ribbon Commission to provide a third party review and assessment of municipal compensation strategies designed to mitigate a growing trend of staff recruitment and retention challenges. Staff implemented a two-stepped approach to seek diverse commission participation.

1. **Selection Committee:** A three-member selection committee was by the City Manager to review applications and forward recommendations to the Council.
 - **Katie Wright**, Executive Director, The Park City Foundation (Katie fell ill and was unable to participate in selection process) and Resident
 - **Andrew Caplan**, President, Park City Board of Education
 - **Teri Orr**, Executive Director, Park City Institute and Resident
2. **Blue Ribbon Commission:** Following the January 30 City Council meeting, the Commission will meet under the leadership of Jolene Weston, Human Resources. Weston's role will be limited to providing information and assistance

answering questions. Staff is intentionally limiting its role to provide additional integrity to the process.

Analysis:

Eleven applications were submitted and two were disqualified for not living in City limits. Applicants represented a diversity of community and professional experience, age, income and tenure in the community. Each application was assigned a number in place of the applicant's name, so name anonymity was preserved. Each Committee member reviewed the applications individually and then discussed as a group their recommendations.

The Selection Committee recommends that the Mayor and Council name the following Park City residents to the Blue Ribbon Commission on Mayor and Council Compensation:

1. Deanna Rhodes
2. Diego Zegarra
3. Joseph Lair
4. Claire Marlin
5. Jeremy Sheppe

Staff wishes to thank the members of the Selection Committee for their time and service. The Selection Committee plans to attend the January 30 City Council work session to present its recommendations and answer questions.

Recommendation:

Staff recommends that the Mayor, with the consent of the Council, appoint the following members of the Staff Compensation Commission (Compensation Commission) as recommended by the Selection Committee:

1. Deanna Rhodes
2. Diego Zegarra
3. Joseph Lair
4. Claire Marlin
5. Jeremy Sheppe

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

On Board Transit Survey Update

Suggested Action:

Attachments:

[On Board Transit Survey Staff Report](#)

[Exhibit A: Park City On Board Survey Report 2019](#)

[Exhibit B: On Board Transit Survey Summary](#)

City Council Staff Communications Report

Subject: On Board Transit Survey Update
Author: Alexis Verson, Senior Transportation Planner
Department: Transportation Planning
Date: January 30, 2020
Type of Item: Informational

Recommendation

Review the On-Board Transit Survey Report (**Exhibit A**) for a summary of surveying efforts in 2019 on the Park City Transit system. A high-level summary of the on-board surveying efforts can be found with **Exhibit B**; also provided in the [January 16, 2020](#) Transit Prioritization Exercise packet.

Background

Park City Transit and Summit County conducted two on-board surveys in 2019 (one during peak winter times, and one during peak summer times) to gain a better understanding of today's transit riders and how they utilize the Park City Transit system. The data collected will be used to improve transit forecasts and anticipate needs of both local residents, and heavy visitor ridership in the region.

Park City Transportation Planning Staff, contracted with AJM & Associates and Nelson Nygaard, to oversee a robust surveying effort of every bus route in the system. The contract, split between two fiscal years, totaled \$78,500.00 Over 2,200 surveys were recorded in English and Spanish providing (for the first time) a statistically significant dataset as the baseline for ridership demographics and community needs.

Summer vs. Winter Riders

Staff was interested in comparing winter riders vs. summer riders, as well as weekend riders vs. weekday riders to better understand the needs of those utilizing our transit system, based on trip type and destination.

- The survey responses indicated winter riders and summer riders were very similar, and weekend vs. weekday trip types were similar too.
- Staff expected to see more recreation-based trips on the weekends; however, many riders were still utilizing transit on the weekends to access work.
- The influx of the seasonal workforce in the winter was reflected in the corresponding survey results: more riders reported a lower income bracket and indicated they did not speak English as their first language than summer riders did.
- Half of riders are regular commuters and use the transit system 5-7 days per week. Of those commuters, half live in Summit County and half live outside the county but access the transit system by using PC-SLC Connect, Park and Rides, and the Kamas Commuter.
- Half of all Park City Transit riders are transit dependent and do not have access to a car.

In future years, Staff feels surveying every other year will yield the necessary results to continue measuring from this baseline.

Notable Rider Trends

Exhibit A provides in depth analysis of rider trends and demographics for Park City Transit. Below are noteworthy findings staff felt valuable to pull from the report:

- Half of riders do not have access to a car
- About half are local riders, and half are visitors
- Summit County residents and commuters earn less than their visitor counterparts

More details on rider demographics can be found in **Exhibits A and B**.

Informing the Short Range Transit Plan

The next iteration of the Short Range Transit Plan (likely kicking off in 2020) will use this data to inform on route and service frequency recommendations. The on-board survey results also indicate trends like:

- How riders access transit – in the winter, people are more likely to get dropped off at a bus stop, but in the summer, 9 out of 10 access transit by foot; meaning it is important to ensure sidewalks are congruent and stops are ADA compliant.
- How often they ride – commuters are riding almost daily to access jobs; ensuring robust and convenient commuter services will help retain those riders; this includes park and ride facilities.
- What demographics are riding – commuters utilize transit more than other user groups (those accessing things like recreation or entertainment); and commuters to the area are generally young riders, with about 35% of them between 19 and 24 years old.
- Local utilization - a supplemental survey to Park City residents through HOA channels was distributed; and indicated that 36% of respondents only utilize transit during major events; locals also indicated they don't utilize the system more because there are no stops by their house.
- Special events – regular riders do not change their behavior for special events; however, more locals are apt to ride during special events due to parking and traffic impacts.

Staff will further tabulate the raw data provided by the consultant. Staff will look at travel patterns based on income level, trip type, day of the week, number of transfers, age of riders, etc. to better understand gaps in the system for specific user groups. Council's transit prioritization work will help shape the service that Park City Transit will provide to our riders.

Next Steps

Report recommendations, coupled with further tabulation by staff, will provide a path forward to 1) attract new riders, and 2) maintain existing ridership.

- **Attracting New Riders:** About 50% of Park City Transit users are new riders, and have been utilizing the system less than one year. To continue to attract new

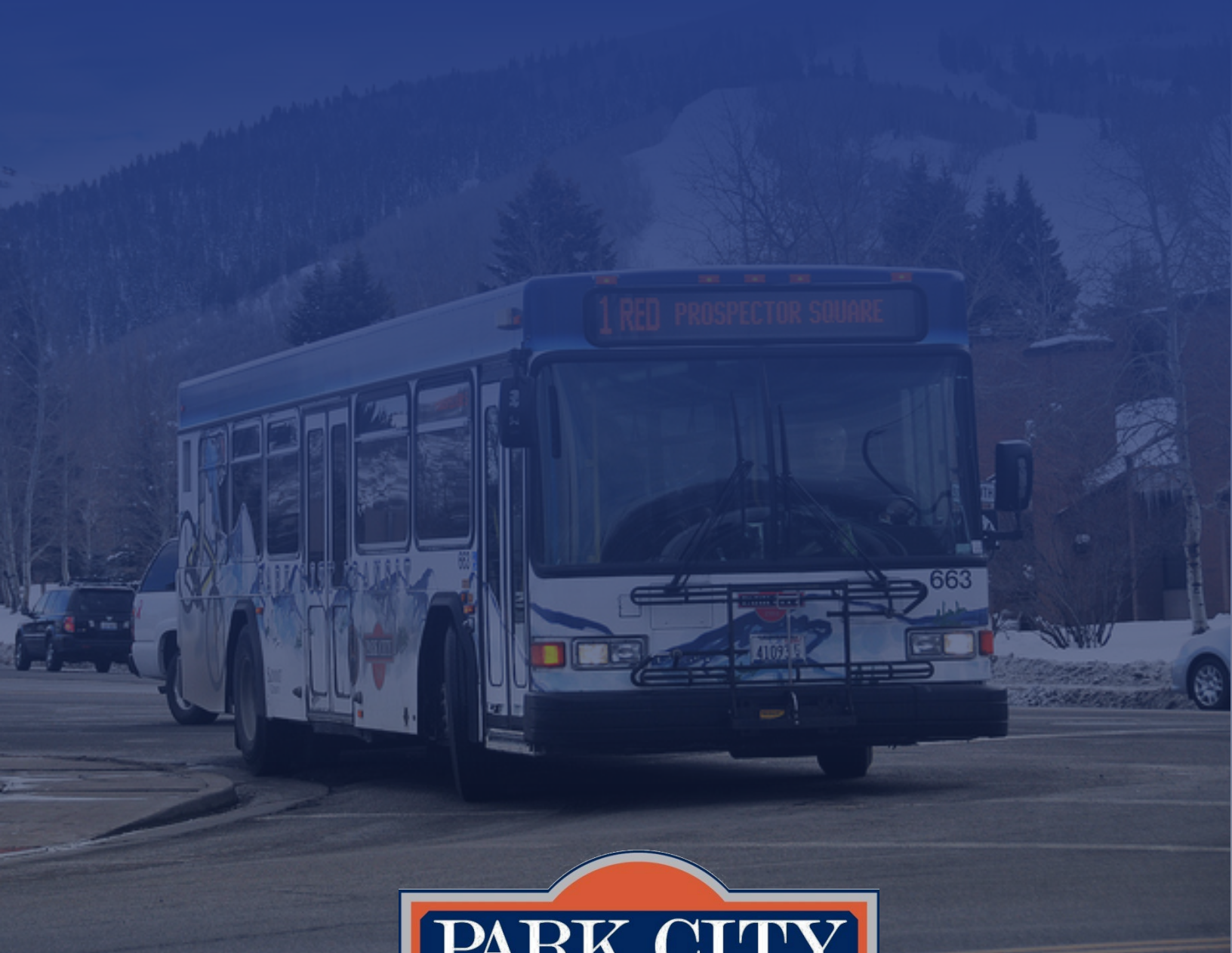
riders, improvements to frequency and span will likely be necessary. It can be the difference between someone having the opportunity to work a job that has early or late start hours, or not. Park City Transit staff also must ensure these riders are captured and turned into long-term riders by providing additional Park and Ride facilities, and continuing to improve the technology of the system based on the target markets utilizing transit: Millennials who embrace technology and the digital lifestyle.

- **Maintaining Existing Riders:** While Park City Transit serves many visitors to the area, focusing on improvements and access to work, entertainment, and recreation has the potential to convert the new riders that are commuting into long-term riders. Travel patterns indicated in the report show there is significant travel from Park City to Kimball Junction and the Canyons; bolstering that service can help maintain users of the system.

Exhibits

Exhibit A – On-Board Transit Survey Report

Exhibit B – On-Board Transit Survey Summary



TRANSIT ON-BOARD SURVEY FINAL REPORT

November 2019

**AJM &
Associates**

N
NELSON
NYGAARD

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1 INTRODUCTION

This document summarizes an on-board survey effort conducted by Park City Transit (PCT) in the Early Spring and Summer of 2019. The purpose of this survey was to investigate how riders currently use the system, ways that PCT could improve service, and general rider characteristics. Through improvements to the system, PCT hopes to better meet the needs of existing riders and increase ridership to support the municipal goal of reaching community-wide net-zero carbon emissions by 2032. This report summarizes the findings of survey and presents lessons learned and opportunities for improvement for PCT.

Key findings of the survey include:

- Survey respondents were split evenly between local riders (Summit County residents and commuters to the County) and visitors to the region (short and long-term). The types of riders did not significantly differ across season.
- Most respondents were frequent users of the PCT system, have been riding for less than one year, do not have access to an automobile, and have used Lyft/Uber in the past month. Summit County residents and commuters ride the system the most and have low automobile access.
- Most riders were traveling for work and walked to access transit. The highest volume of trips were between Park City's commercial core, Old Town, and Prospector, with a higher volume of trips between Old Town and Kimball Junction in the Summer. Most riders did not need to transfer to another route to reach their final destination.
- Overall, respondents were satisfied with PCT service. More frequent bus service was the top priority service improvement for riders, followed by later and earlier bus service. Better real-time arrival information was a second-tier priority and most Summit County residents and commuters had used the myStop mobile app and found it useful.
- Riders tended to be between 19 and 44 years of age, White/Caucasian, fluent in English, and live in a household of 3 or more with an income over \$100,000. Summit County residents' and commuters' households earn less than their visitor counterparts.

More details about these findings can be found in Chapters 3 and 4.

2 METHODOLOGY

PCT partnered with AJM & Associates (Loveland, OH) and Nelson\Nygaard Consulting Associates (Seattle, WA) to survey riders and analyze survey results. A paper on-board survey was determined as the appropriate survey distribution method, based on transit agency data collection best practices and the ability to obtain responses from a large number of riders. The paper survey instrument was designed to collect a wide variety of information from Park City Transit riders, including trip characteristics, rider priorities, and rider characteristics. The English and Spanish survey instruments can be found in Appendix A.

Route ridership data was provided by PCT and used to determine the sampling plan for each route (Figure 2-1). Routes with higher ridership were surveyed in both the morning/afternoon and evening time periods in order to get the most exposure to the survey.

Figure 2-1 Route Sampling Plan

Survey Phase	Time Period	Routes
Early Spring	5:30 a.m. to 3:35 p.m.	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
	3:05 p.m. to 2:03 a.m.	2, 4, 10, Late Night City Wide
Summer	5:40 a.m. to 6:00 p.m.	1, 2, 4, 6, 7, 8, 9, 10, 11, Trolley
	2:45 p.m. to 12:30 a.m.	1, 2, 6, 10

Survey Periods

Park City is home to multiple ski resorts and is a hub for winter sports tourism. During Winter and Spring, the tourism industry generates a lot of travel in the region from visitors and commuters. In the Summer, when demand for winter sports is less, people travel to Park City for other tourism purposes, such as mountain biking. To better understand the needs of transit riders across both seasons, as well as the differences in travel between weekday and weekend riders, the survey was distributed in the Late Winter/Early Spring and Summer across four consecutive weekdays and two weekend days each. The Early Spring surveys were distributed between March 21 to March 31, 2019 and the Summer surveys between July 18 and July 27, 2019. This format produced four unique sets of data, or survey periods: Spring Weekday, Spring Weekend, Summer Weekday, and Summer Weekend.

In the following chapter, responses are compared across these four survey periods to determine how the needs of riders differ at different times of year and on different days. Staff collected a total of 2,238 completed surveys from PCT fixed-routes, which were nearly evenly distributed across the four survey periods (Figure 2-2). Surveyed routes by survey period can be seen in Figure 2-3. An additional 30 surveys were collected on the Kimball Circulator on November 26,

2019 and summaries of the responses for this survey were provided to Park City. The survey instrument was altered slightly from the version used for the Early Spring and Summer surveys; therefore, the responses were not included in the results in this report.

Figure 2-2 Survey Responses by Survey Period

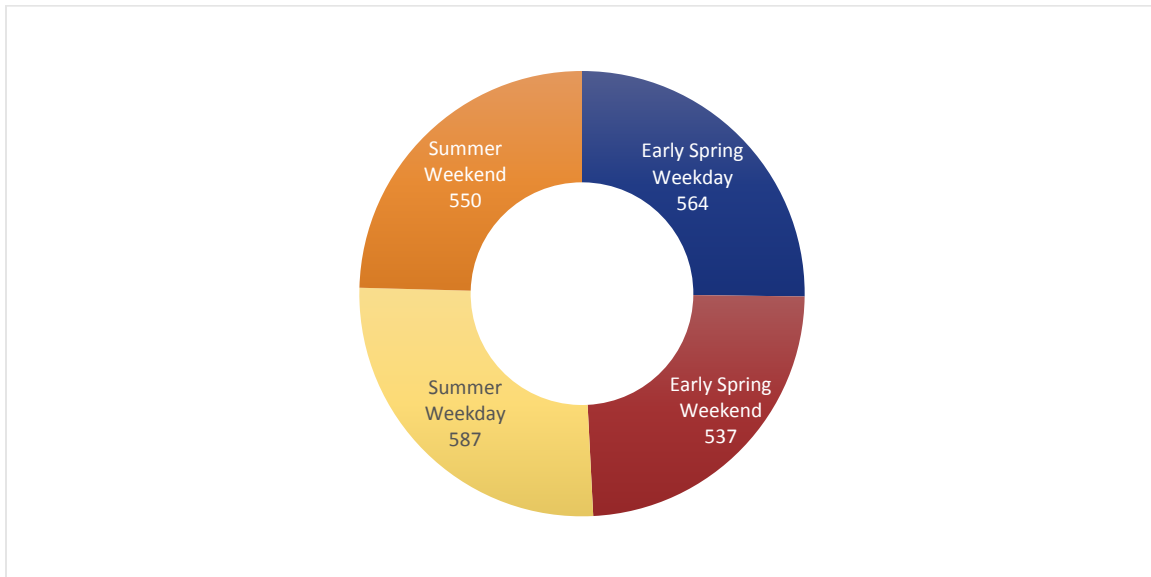
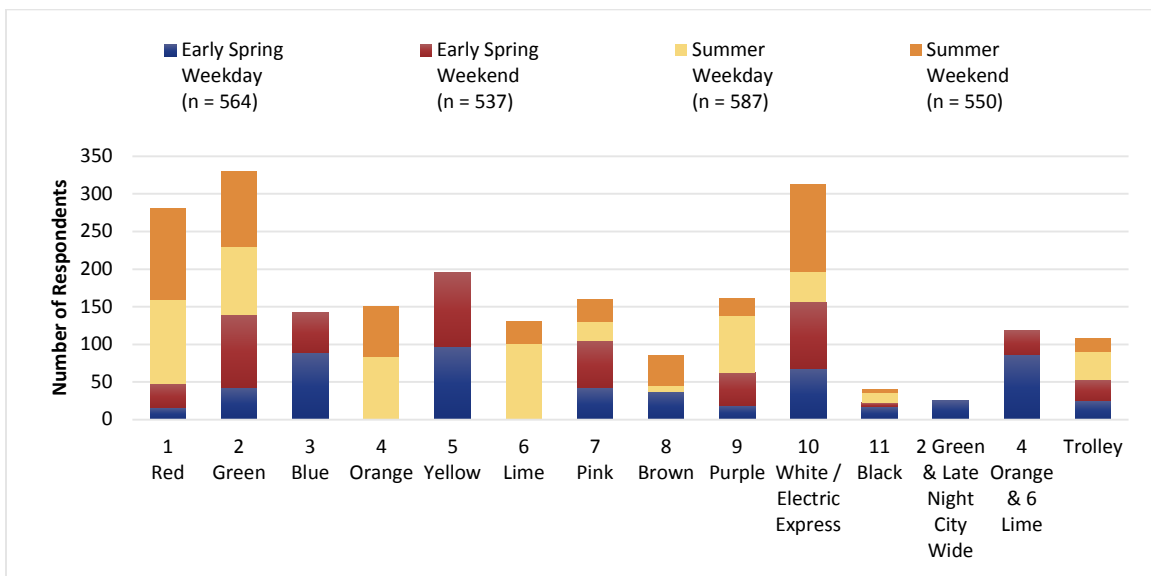


Figure 2-3 Surveyed Routes by Survey Period



3 SURVEY RESULTS

This chapter presents the results of the on-board survey in four sections:

1. **Rider Snapshot**, which explores the types of riders using the system, how frequently they use the system, how long they have used the system, whether they have access to automobiles, and whether they have utilized alternative mobility options.
2. **Trip Details**, which measures riders' route, trip purpose, bus stop access, trip origin-destination pair, and route transfers.
3. **Rider Experience**, which presents riders' priority service improvements, mobile app experience, and open-ended comments.
4. **Demographics**, which assesses additional rider characteristics such as age, gender, race/ethnicity, primary language, English fluency, household income, and household size

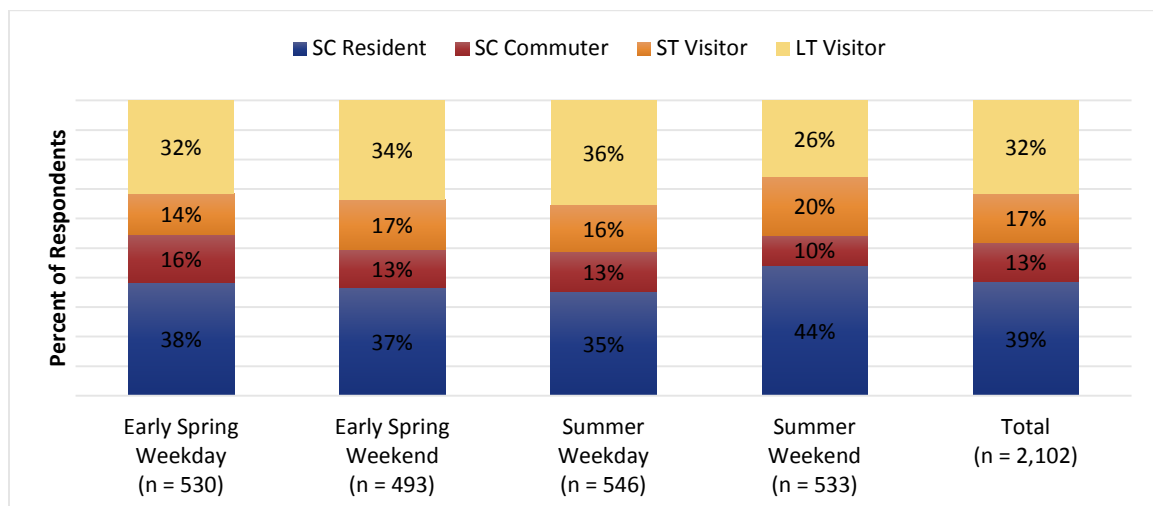
Survey results are presented as percentages of respondents who answered specific questions. The number of responses (n) by survey period or rider type is shown on each chart below. For questions where multiple selections were permitted (trip purpose, bus stop access, alternate mobility options, and service improvement priorities), percentages may not add up to 100%.

Rider Snapshot

Rider Type

In order to explore the composition of PCT ridership, survey respondents were asked whether they: 1) live in Summit County (Summit County resident), 2) work in Summit County, but live elsewhere (Summit County commuter), 3) visiting for less than 2 days (short-term visitor), or 4) visiting for more than 2 days (long-term visitor). Overall, about half of all riders surveyed were either Summit County (SC) residents or commuters to the County. The proportion of each other these four rider types was relatively consistent across the four survey periods. The proportion of SC Commuters stayed relatively consistent across all survey periods, including weekends. Visitors make up about half of all PCT riders, during the Early Spring and Summer seasons. The lowest number of visitor riders was seen in the Summer Weekend period.

Figure 3-1 Rider Type by Survey Period



Rider Frequency

Survey respondents were asked how many days in a week they take PCT. Over half of all survey respondents were frequent riders, using the system 5-7 days per week. More frequent riders were surveyed in the Early Spring than Summer, whereas occasional riders (riding 1-2 days per week) were most common in the Summer Weekend period. In addition to SC residents and SC commuters, many long-term visitors were also frequent riders.

Figure 3-2 Rider Frequency by Survey Period

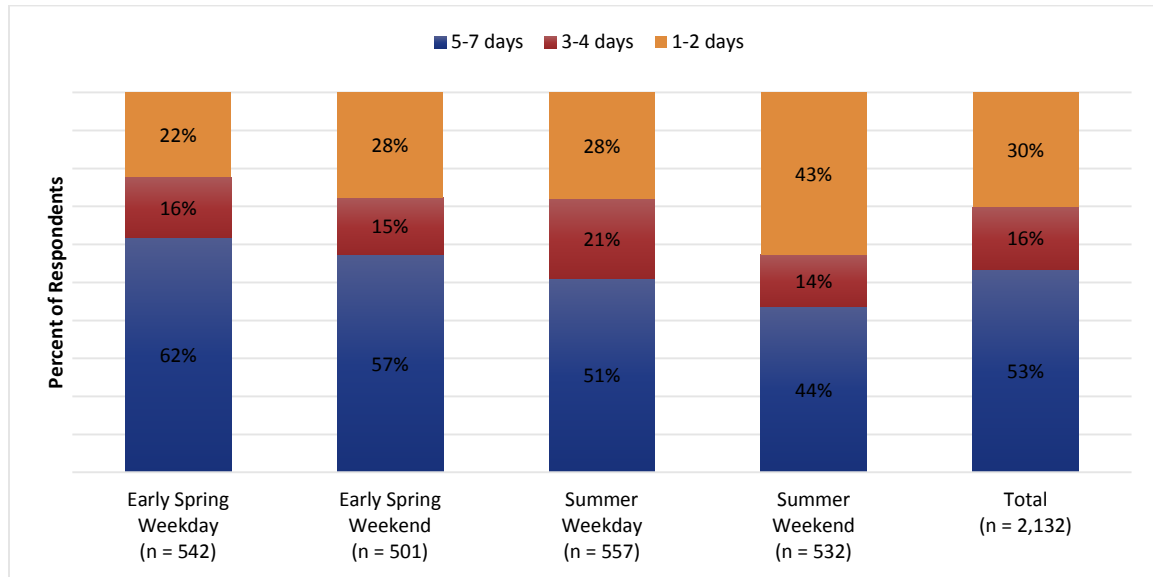
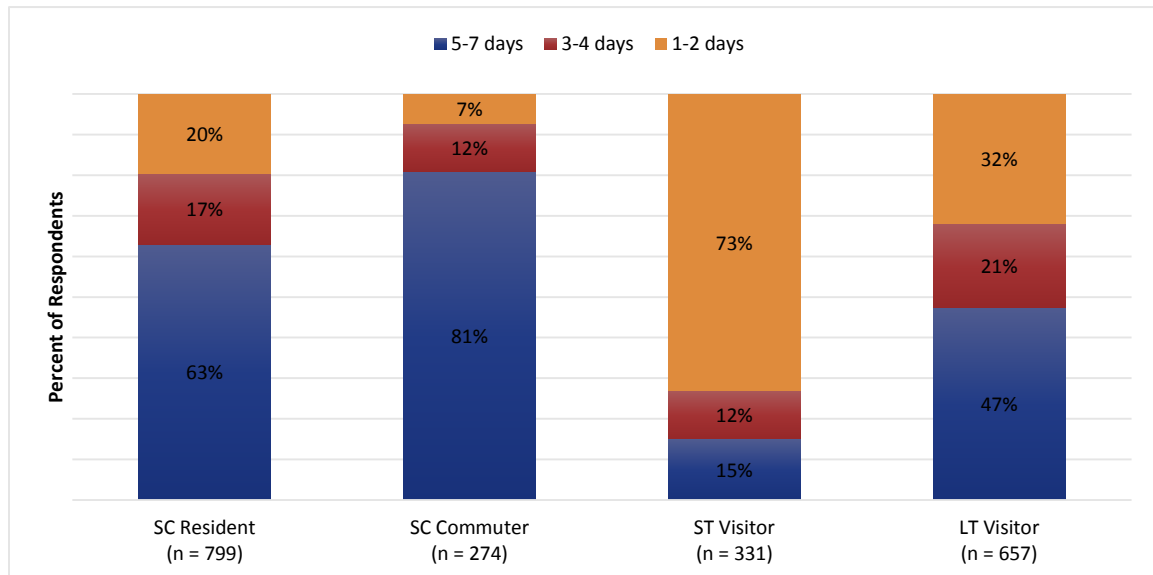


Figure 3-3 Rider Frequency by Rider Type



Rider Tenure

Survey respondents were asked how long they had been riding PCT. Over half of all riders were new riders (riding for less than 1 year). Unsurprisingly, over half of SC resident riders were long standing riders (riding for over 1 year) and most visitors were new riders. Of the resident and commuter riders, slightly less than half (43%) were new riders. The greatest proportion of new riders was seen in the Early Spring Weekend period.

Figure 3-4 Rider Tenure by Survey Period

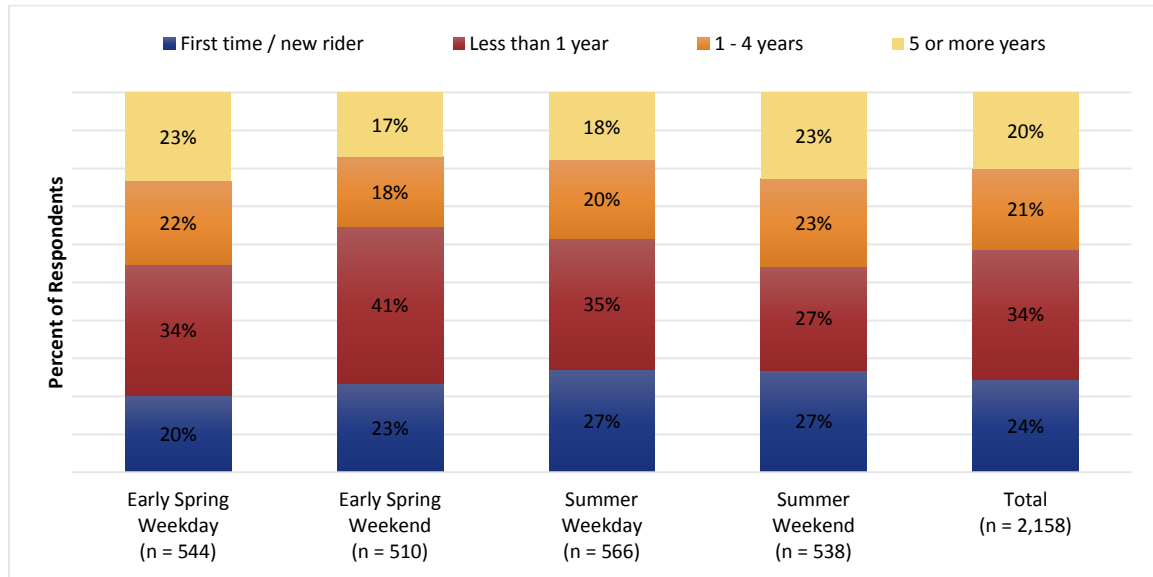
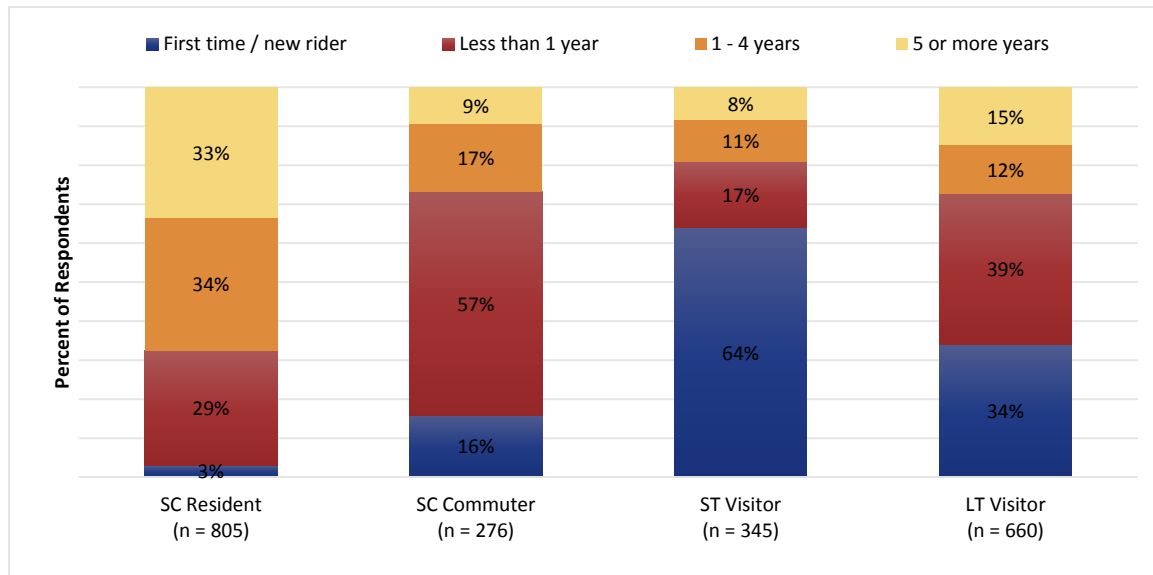


Figure 3-5 Rider Tenure by Rider Type



Automobile Access

Survey respondents were asked if they own or have access to a car. More than half of all survey respondents reported that they did not have access to an automobile. Early Spring riders were less likely to have access than Summer riders. Of all the rider types, the greatest proportion of SC commuters did not have access to a car, followed by long-term visitors.

Figure 3-6 Automobile Access by Survey Period

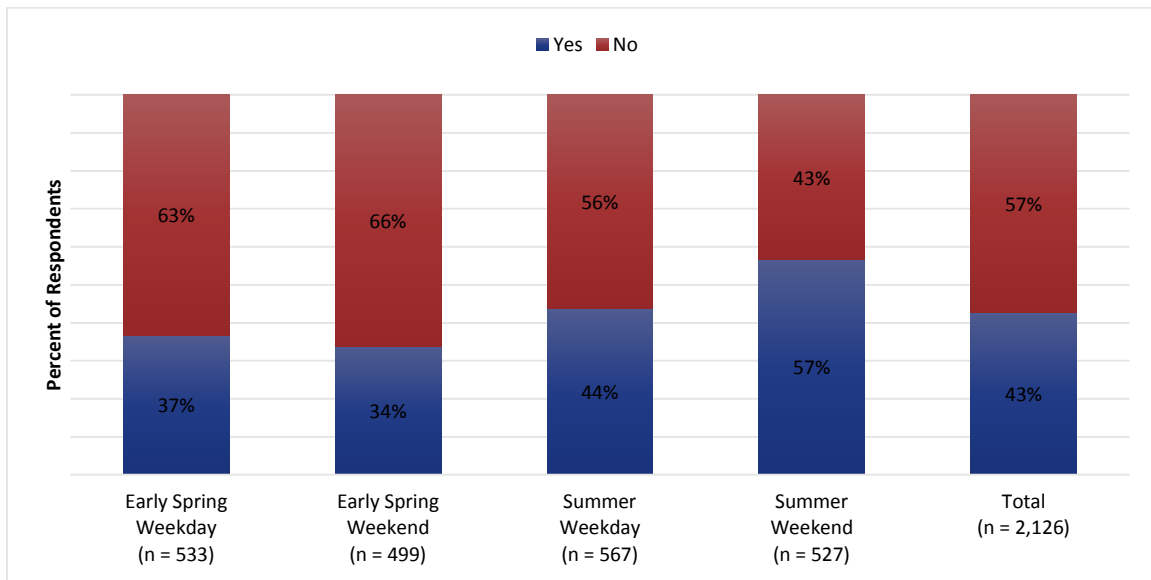
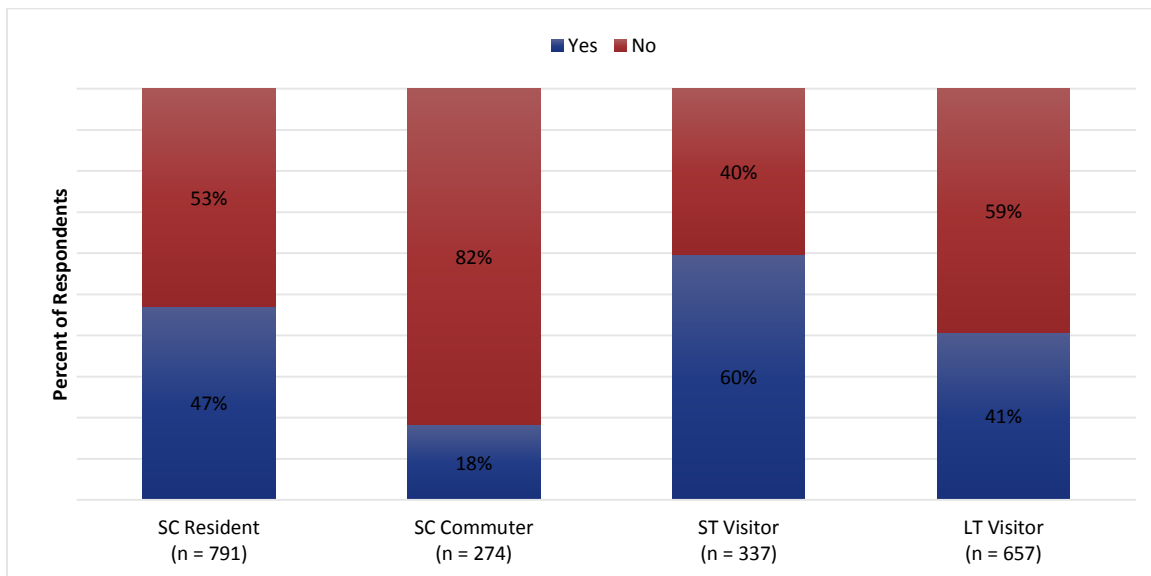


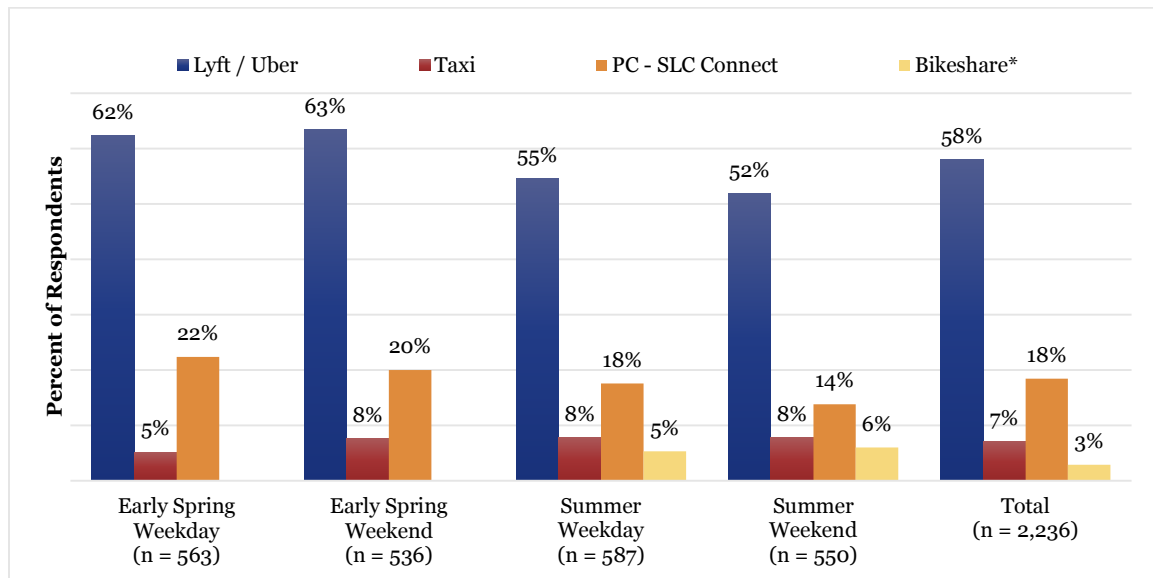
Figure 3-7 Automobile Access by Rider Type



Alternate Mobility

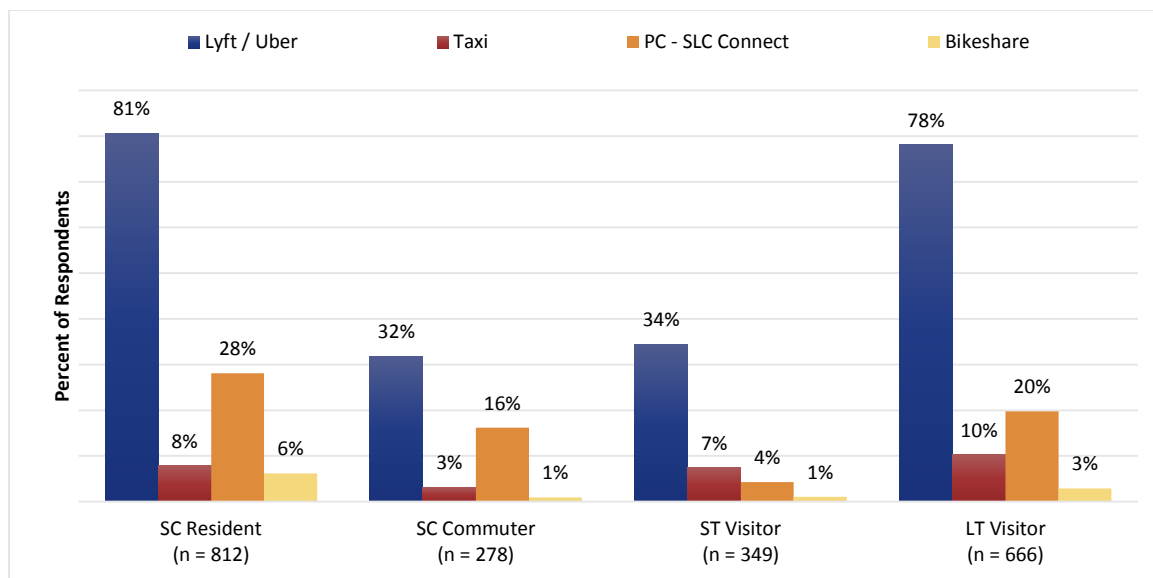
Survey respondents were asked if they had used a selection of alternate transportation mobility options in the past month. Of the alternatives, TNCs such as Lyft and Uber were used the most by riders, across all survey periods and rider types. Additionally, nearly 20% of riders have used PC-SLC Connect services in the past month. Taxi and bikeshare¹ had very low usage rates.

Figure 3-8 Alternate Mobility Use by Survey Period



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-9 Alternate Mobility Use by Rider Type



¹ Park City Bikeshare was launched between the Spring and Summer surveys, so was only an option on the Summer survey instrument.

Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

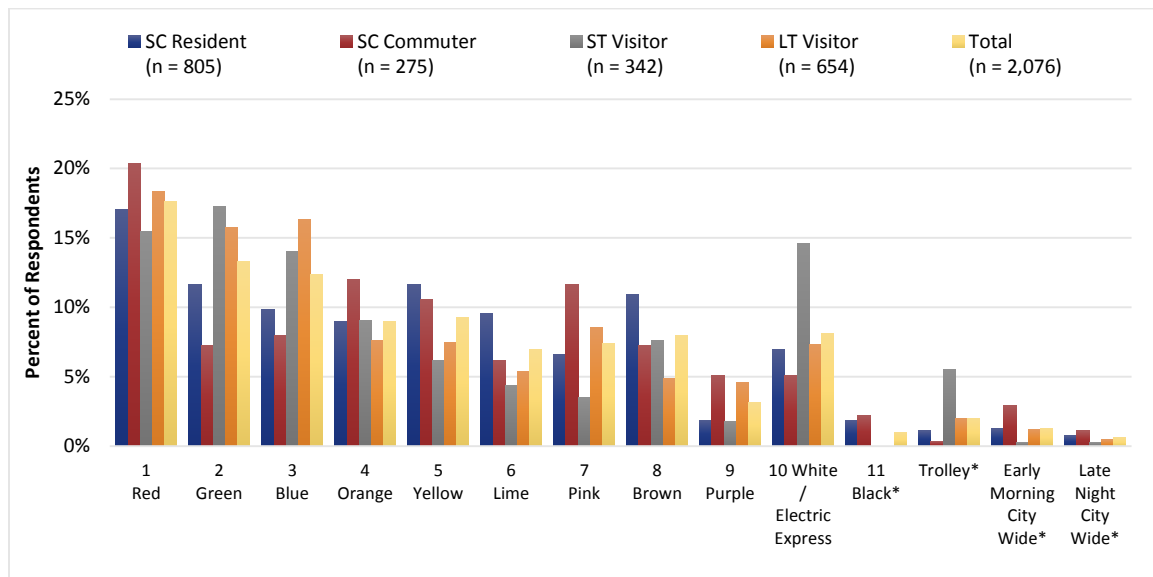
Trip Details

Route

Survey respondents were asked to report which route they were on, which may differ from the route the surveyor marked on which they were surveying. As discussed in the Methodology, responses rates by route by survey period were influenced by the sampling plan because high volume routes were intentionally surveyed more than lower volume routes. As a result, reported route by survey period is not reported here.

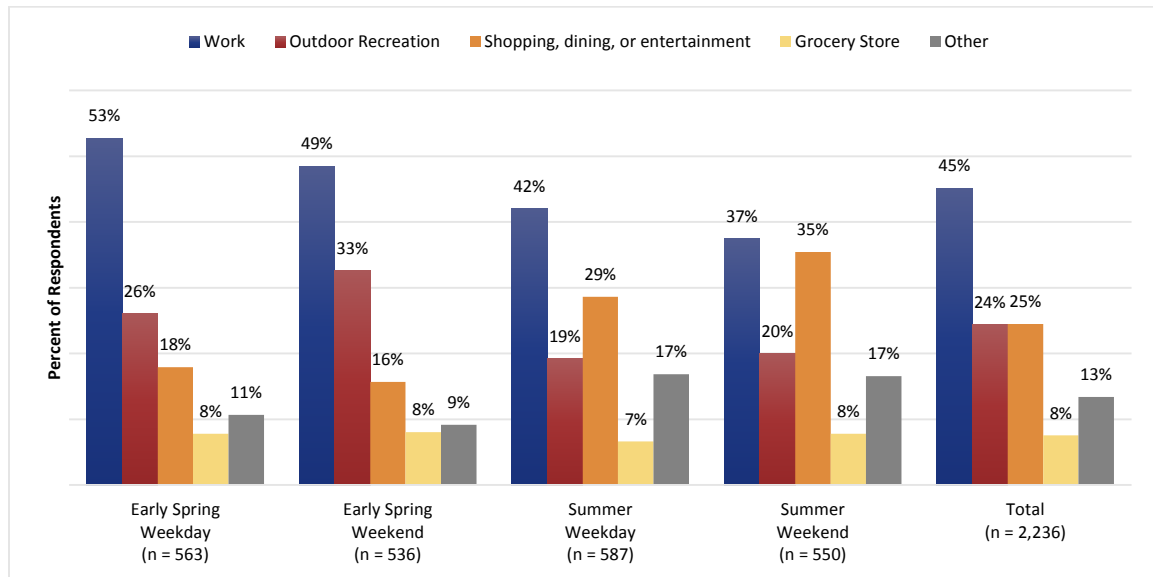
The breakdown of rider type by reported route is less influenced by the survey methodology but should still be considered when interpreting the magnitude of values in the chart below. Routes frequented by Summit County residents include 1 Red, 5 Yellow, 8 Brown, and 2 Green. Summit County commuters utilized 1 Red, 4 Orange, and 7 Pink. Short-term visitors rode 2 Green, 3 Blue, 10 White/Electric Express, and 1 Red. Long-term visitors most often took 1 Red, 2 Green, and 3 Blue.

Figure 3-10 Reported Bus Route by Rider Type

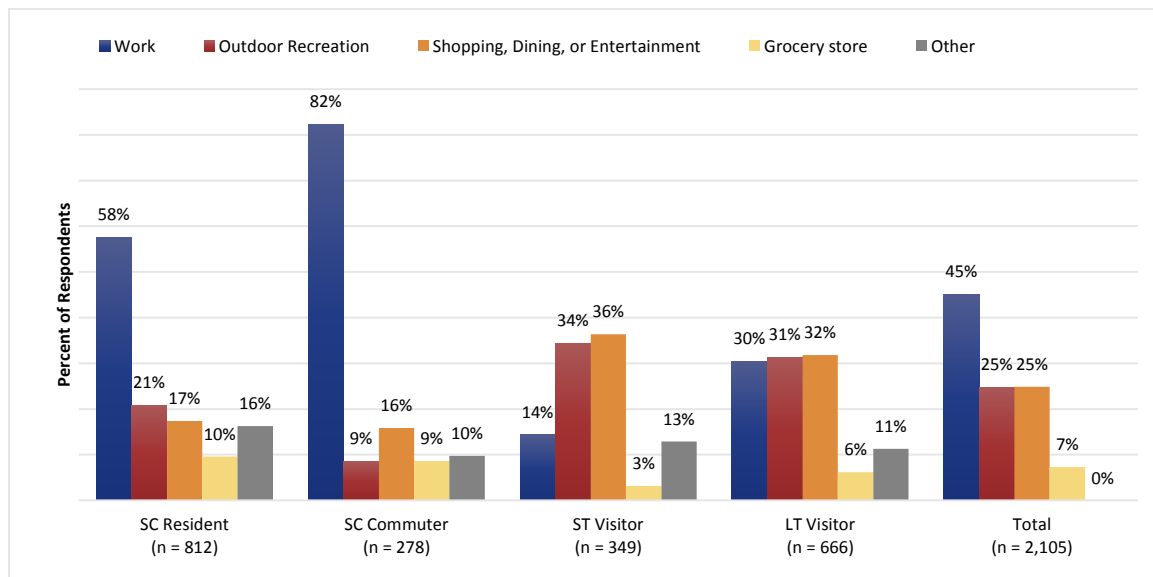


Trip Purpose

Riders were asked about the purpose of the transit trip that they were currently taking. The most common trip purpose for all riders was work. Outdoor recreation was the second most common trip purpose for riders during the Early Spring, while shopping, dining, and entertainment trips were more prevalent in the Summer. As expected, most Summit County commuters and residents were traveling for work while short-term and long-term visitors were traveling for entertainment or recreation. Thirty percent of long-term visitors were traveling for work, suggesting that long-term visitors may be comprised of seasonal workers and business visitors.

Figure 3-11 Trip Purpose by Survey Period

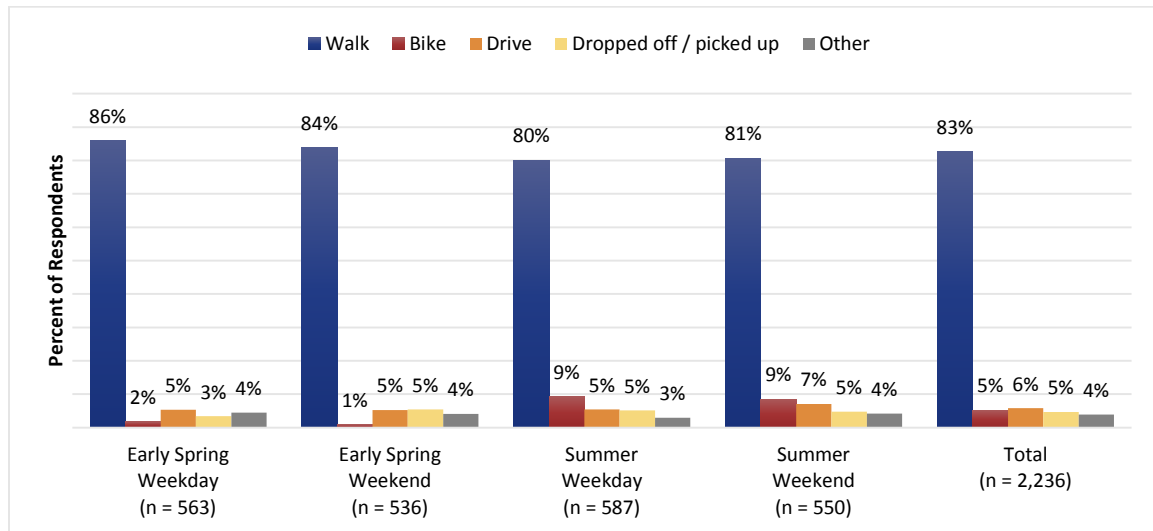
Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-12 Trip Purpose by Rider Type

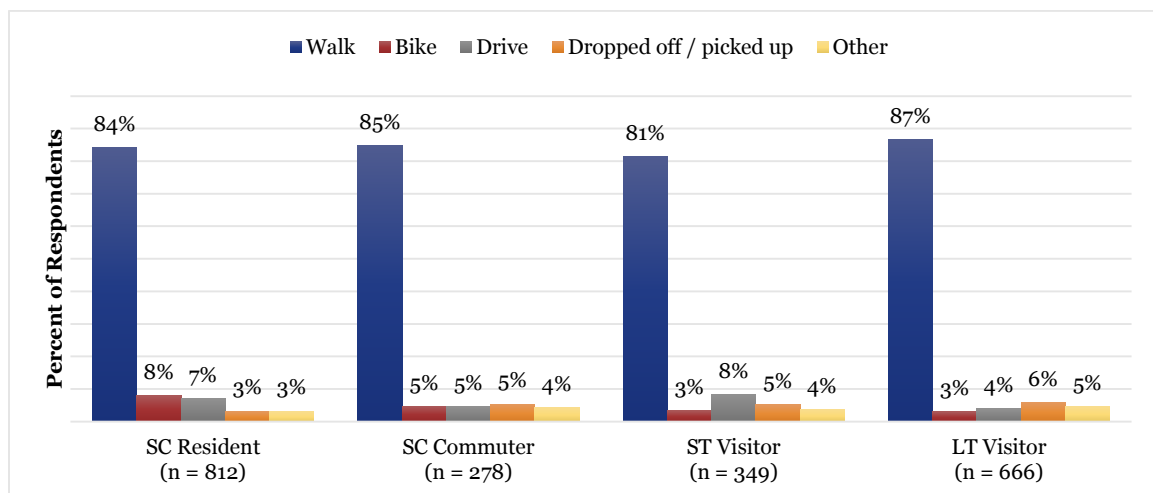
Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Bus Stop Access

Riders were asked about which mode they used to access the bus and what mode they would use to access their trip destination. The vast majority of riders walked to the bus stop and their destination, across both survey period and rider type. Notably, a large majority of the commuters into Summit County reported that they walked to and from the bus, which does not provide insight into how riders are entering into the County.

Figure 3-13 Bus Stop Access by Survey Period

Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-14 Bus Stop Access by Rider Type

Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Rider Origins and Destinations

Survey respondents were asked to report the origin and destination of their current transit trip. Origins and destination locations were aggregated up to the Census Block Group level in order to represent general travel patterns and keep respondent location data anonymous. Non-directional travel volumes between block groups are shown in the following maps.

The highest volumes of trips occurred between Park City's commercial core, Old Town, and Prospector. Canyons Resort and Kimball Junction (to the North of the map) were also major travel generators. The four rider types did not have any significant differences in their travel patterns. With the exception of the higher travel volumes between the commercial core and

Kimball Junction in the Summer, most travel patterns did not differ significantly between the Spring and Summer survey periods.

Figure 3-15 Survey Respondent Travel Volumes



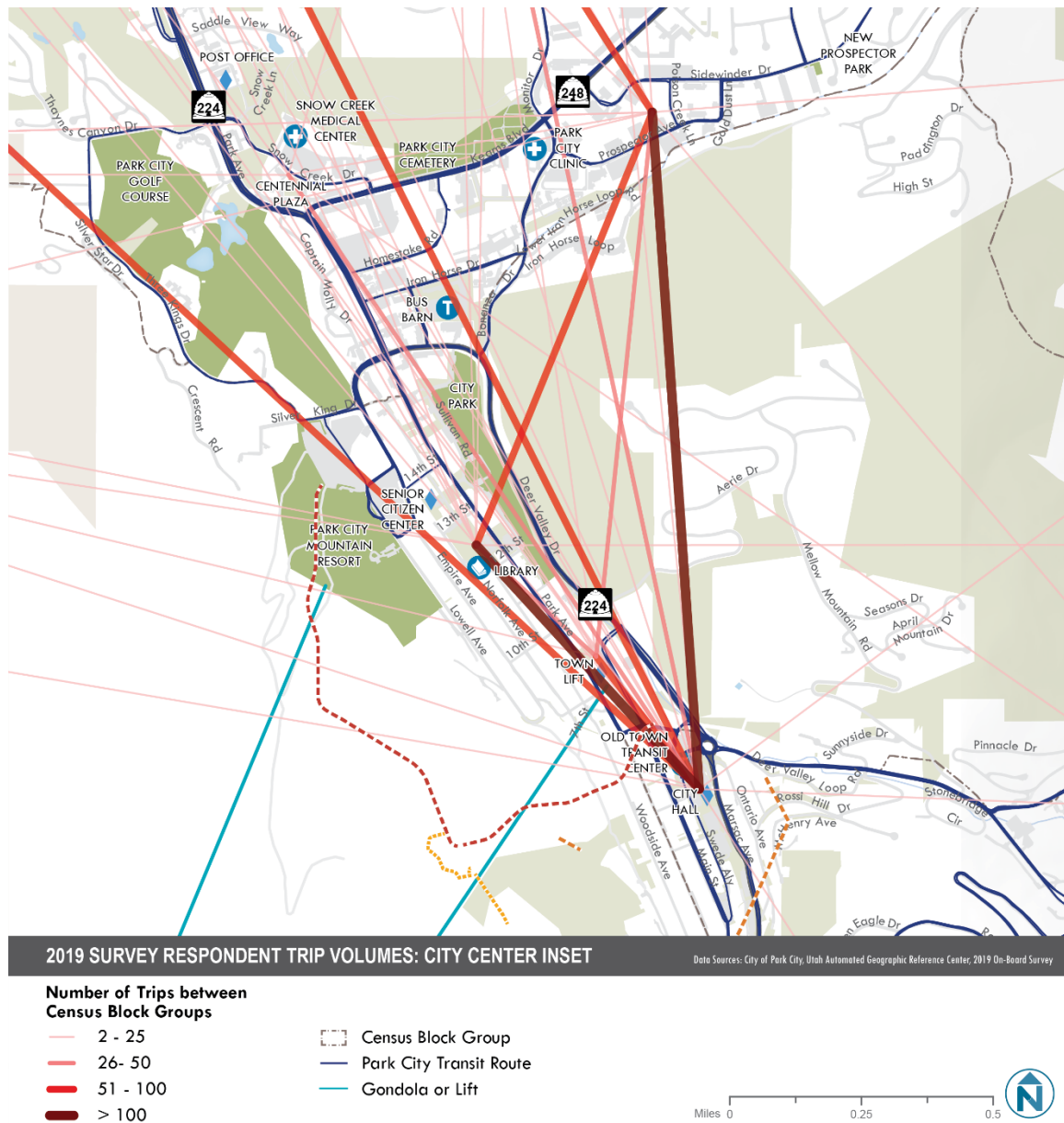
**Number of Trips between
Census Block Groups**

- 2 - 25
- 26 - 50
- 51 - 100
- > 100

- Census Block Group
- Park City Transit Route
- Gondola or Lift



Figure 3-16 Survey Respondent Travel Volumes: City Center Inset



Transfers

Riders were asked if they transferred from another route or were planning on transferring to another route to complete their trips. About one-quarter of all riders reported needing to transfer at least once during their trip across all survey periods. A greater proportion of SC residents and commuters reported needing to transfer than either type of visitor. Of those who reported a transfer, many were transferring between Route 10 White/Electric Express and either Routes 1 Red, 5 Yellow, and 6 Lime. Because Route 10 White/Electric Express is an express route along State Route 224 between Kimball Junction, Canyons Village, and Old Town, it is as expected that many riders would be transferring between that route and other local routes. Figure 3-17 shows more details on transfer between routes.

Figure 3-17 Transfers to/from Other Routes by Survey Period

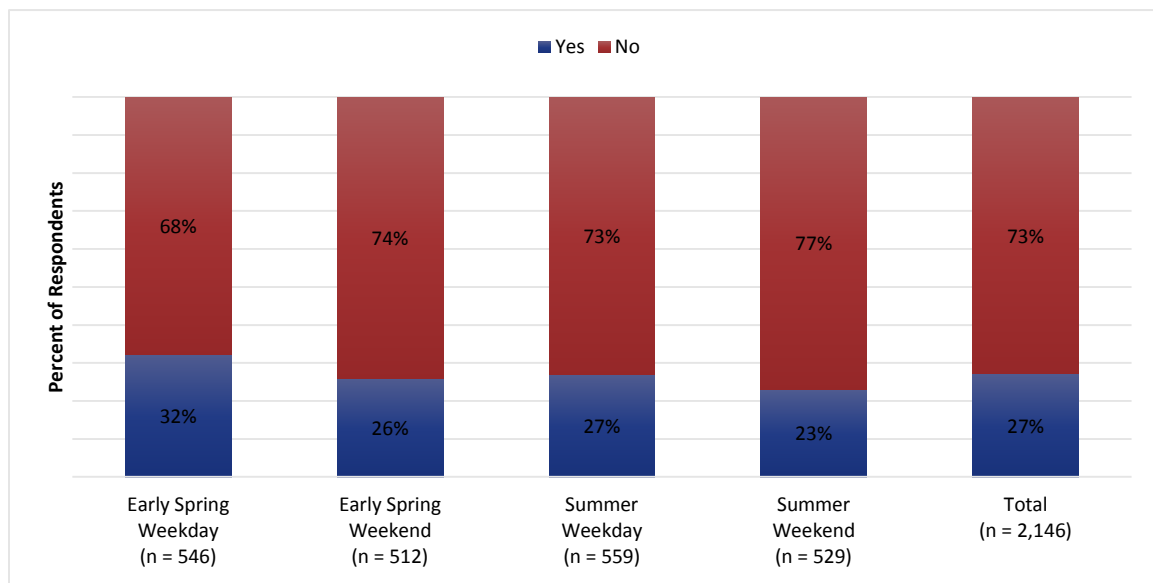


Figure 3-18 Transfers to/from Other Routes by Rider Type

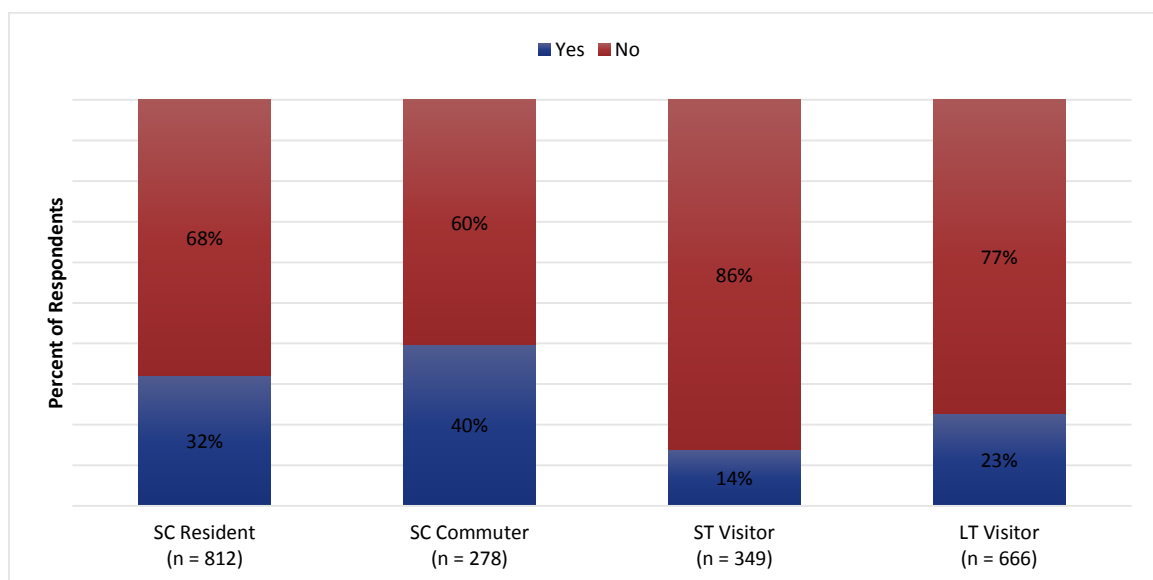


Figure 3-19 Survey Respondent Transfer Matrix

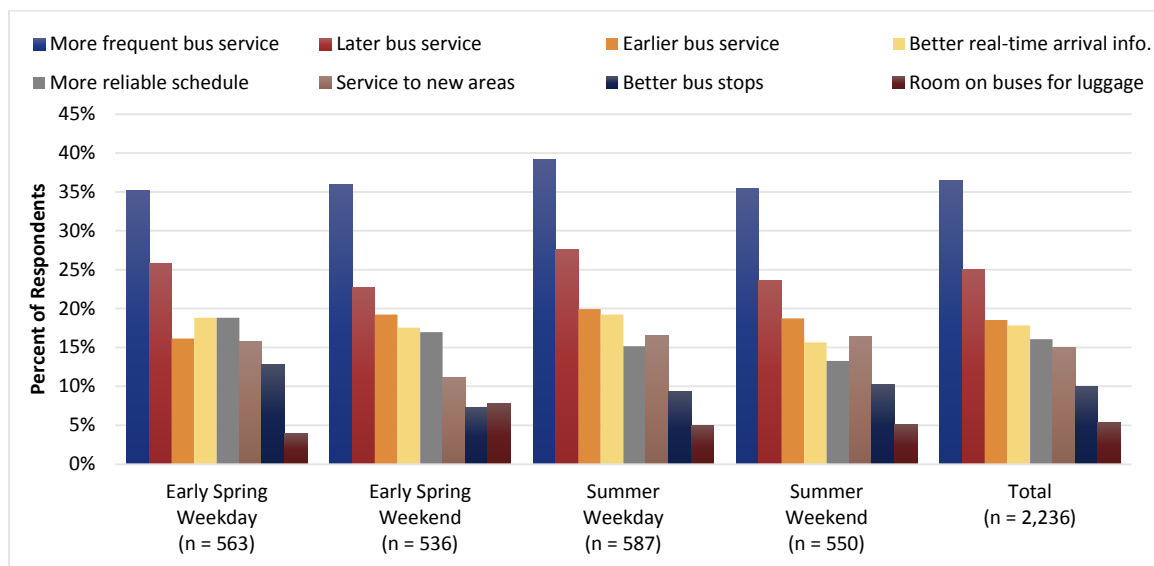
	1 Red	2 Green	3 Blue	4 Orange	5 Yellow	6 Lime	7 Pink	8 Brown	9 Purple	10 White / Electric Express	11 Black	Trolley	Early Morning City Wide	Late Night City Wide	Kimball Circulator	PC-SLC Connect	UTA	Other / Multiple
1 Red		4	1	9	0	4	4	8	13	25	0	1	0	0	0	0	0	23
2 Green			5	12	1	6	8	0	7	8	0	0	0	0	0	0	0	12
3 Blue				0	0	3	1	4	3	8	0	0	0	0	0	0	0	19
4 Orange					0	2	2	2	1	9	1	1	2	0	0	0	1	11
5 Yellow						0	1	1	13	19	0	0	2	0	1	0	0	11
6 Lime							0	5	3	16	4	0	2	0	1	0	0	15
7 Pink								0	1	8	1	0	0	0	0	0	1	18
8 Brown									0	8	1	1	0	0	1	0	3	14
9 Purple										0	0	0	4	0	0	0	0	6
10 White / Electric Express											0	1	0	0	1	0	2	13
11 Black*												0	0	0	0	0	0	1
Trolley*													0	0	1	0	0	1
Early Morning City Wide*														0	0	0	0	0
Late Night City Wide*															0	0	0	1

Rider Experience

Potential Service Improvements

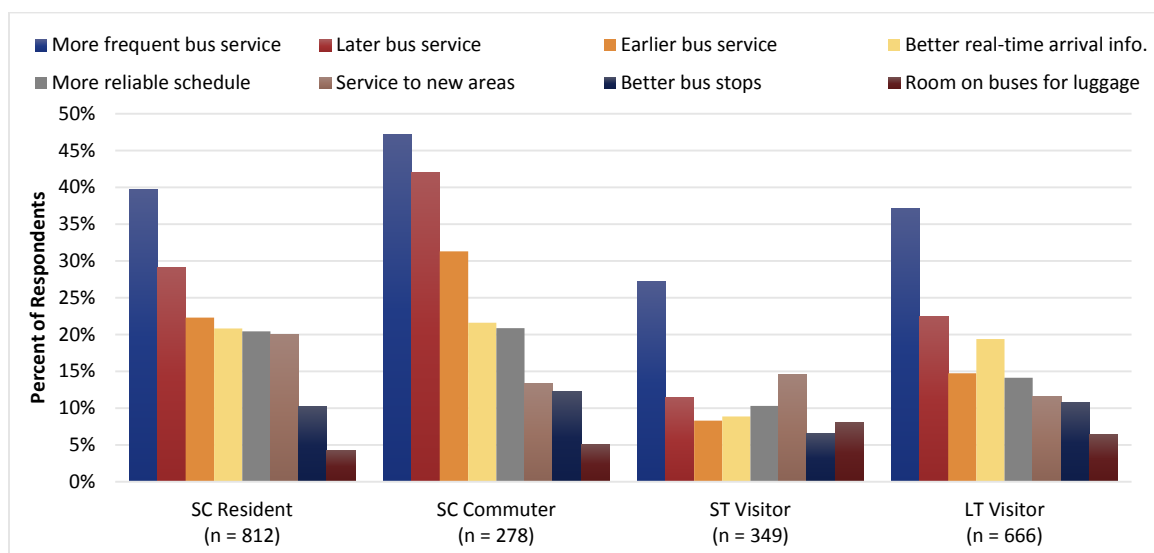
Survey respondents were asked to select three service improvement priorities that were most important to them out of eight options. A priority for over one-third of all riders was more frequent bus service. Other top priorities included later bus service, earlier bus service, and better real-time arrival information. Priorities only varied slightly across survey periods. All four rider types placed more frequent bus service as their top priority. SC residents and commuters also placed top priority on later bus service, and earlier bus service.

Figure 3-20 Service Improvement Priorities by Survey Period



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-21 Service Improvement Priorities by Rider Type



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Mobile App Usage

Riders were asked if they had used PCT's mobile app, myStop, and if so, if they found it useful or had room for improvement. Over half of all respondents reported that they had use the myStop app, mostly SC residents and commuters. A larger proportion of Early Spring riders had used the app than Summer riders. Most myStop users found the app very useful.

Figure 3-22 Mobile App Usage by Survey Period

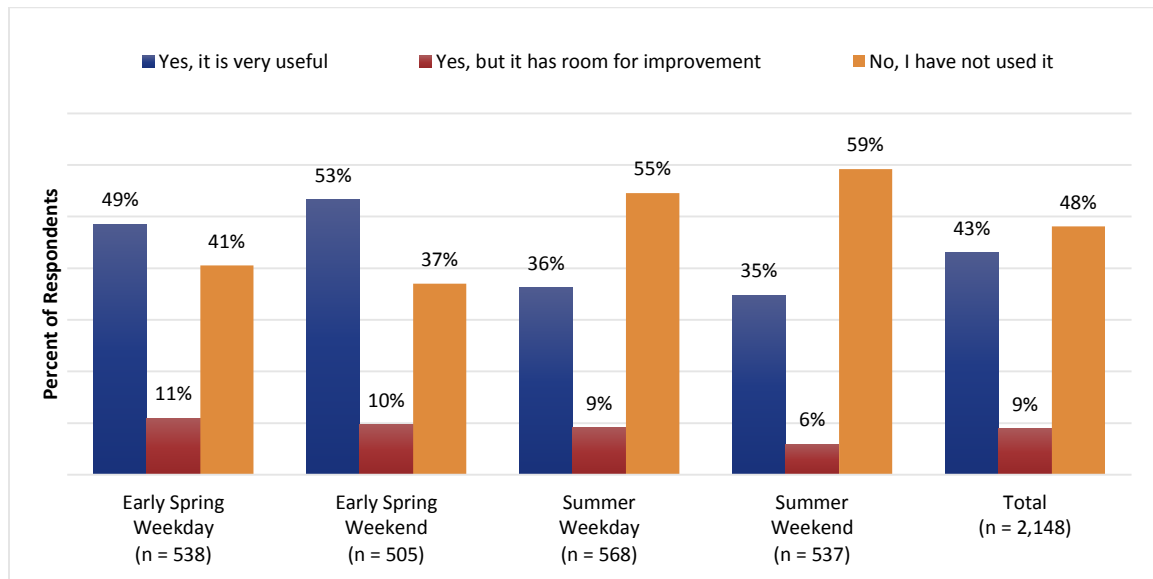
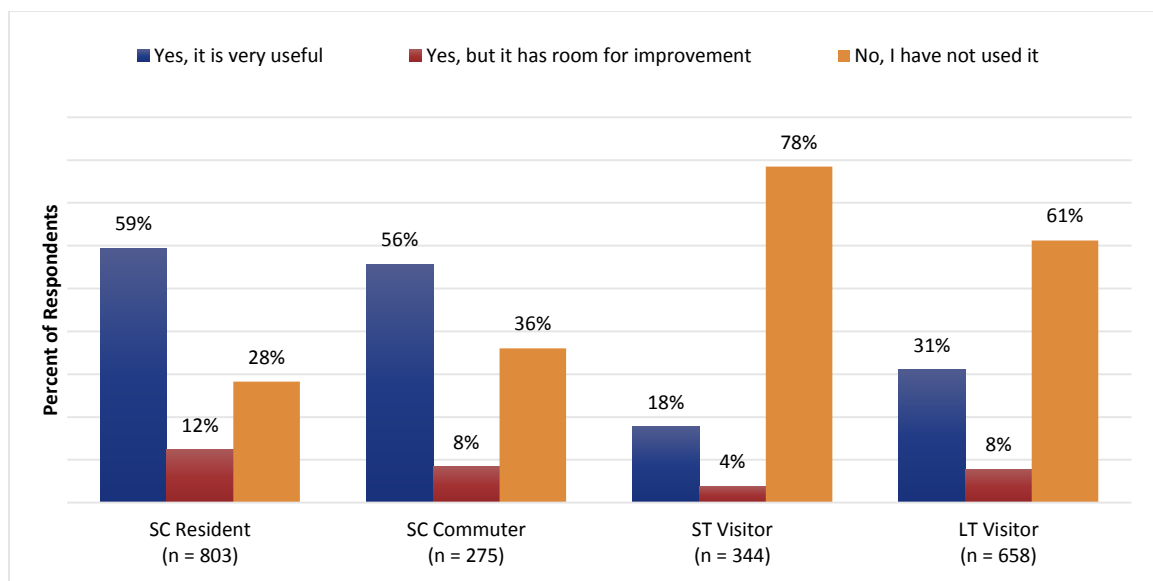


Figure 3-23 Mobile App Usage by Rider Type by Rider Type



Open-Ended Comments

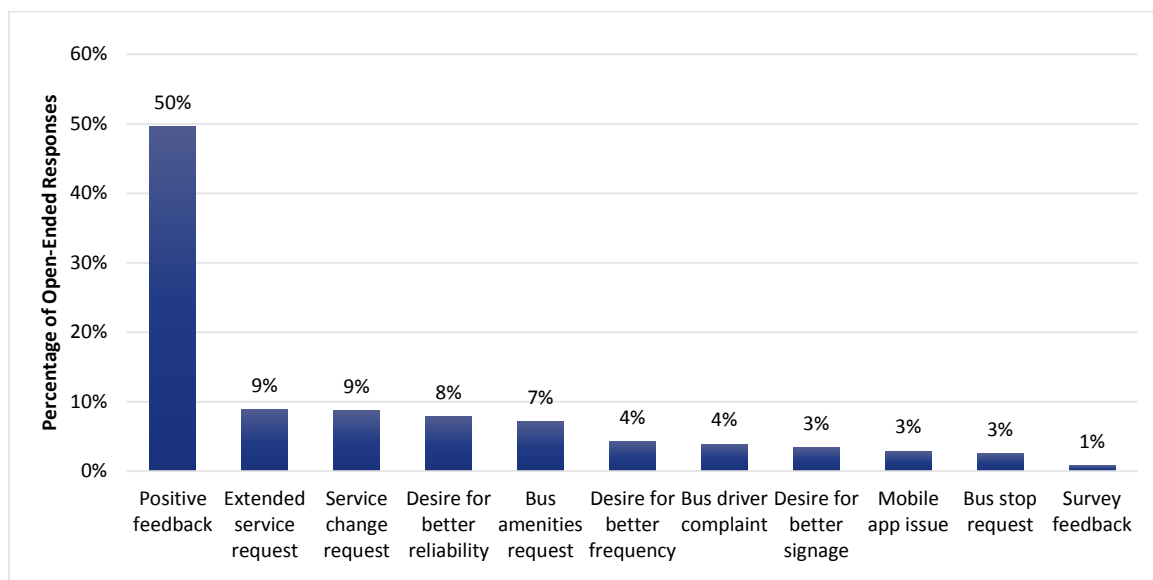
The survey captured nearly 650 open-ended responses when asked if respondents had any other comments or questions. Overall, the responses were positive, with many commenting on the quality of the service, friendliness of the drivers, and how thankful they were for the service.

The full open-ended comments can be seen in Appendix C.

Figure 3-24 Open-Ended Comment Word Cloud (n = 648)



Figure 3-25 Open-Ended Comment Themes (n = 648)



Demographics

Age

Survey respondents ranged in age, with two-thirds of all riders falling between 19 and 44 years old. This breakdown was relatively consistent across all survey periods. SC commuters tended to be younger than other rider groups, while visitors tended to be older.

Figure 3-26 Respondent Age by Survey Period

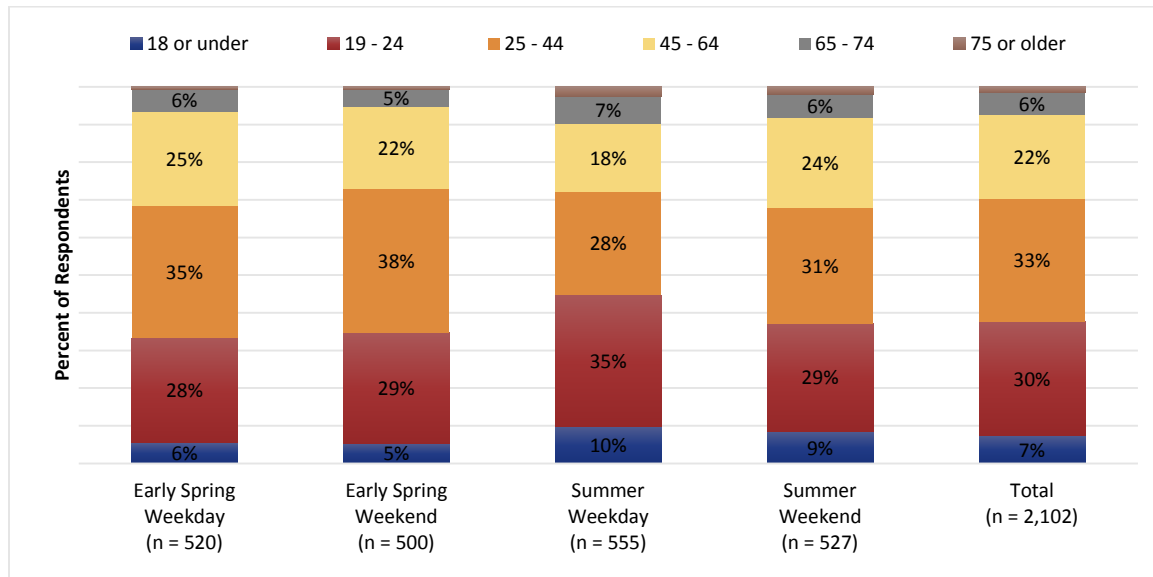
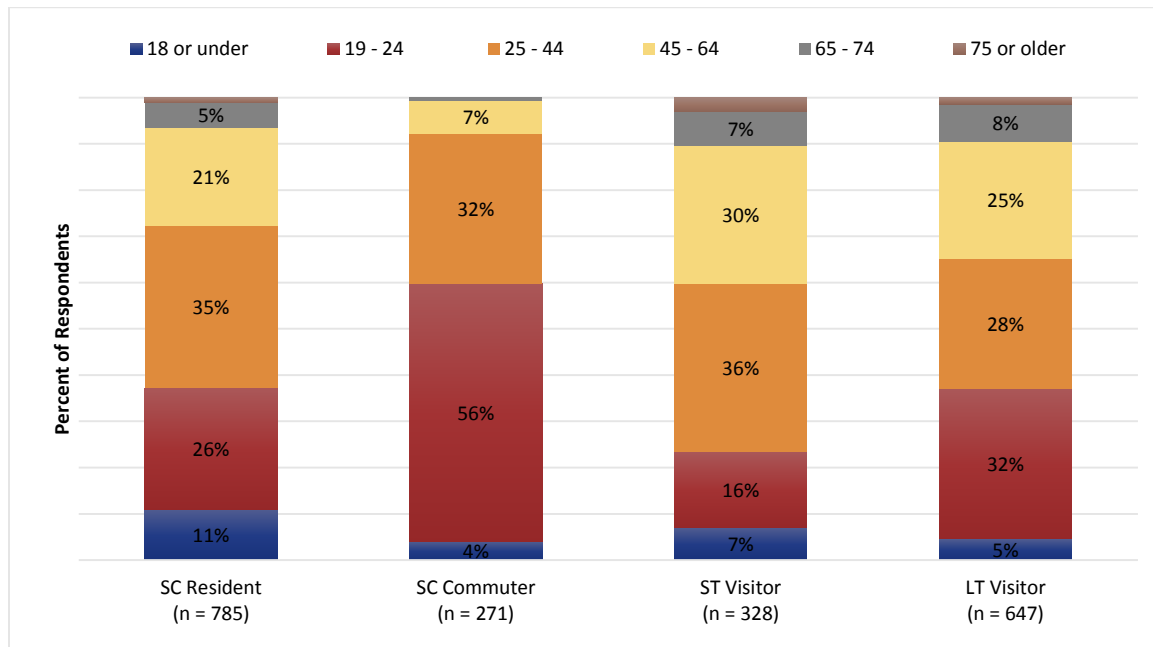


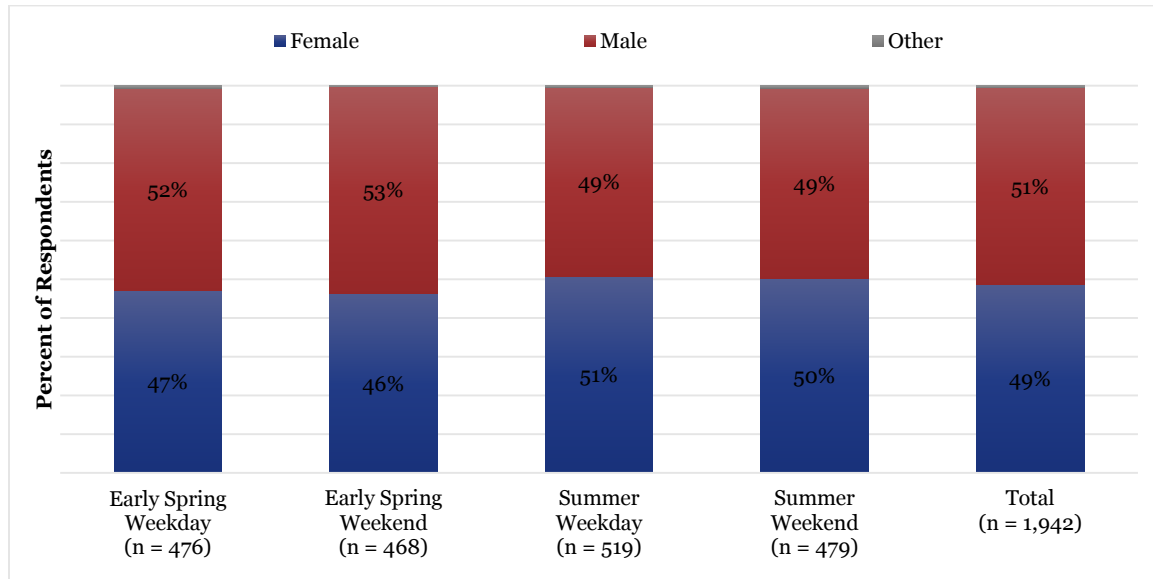
Figure 3-27 Respondent Age by Rider Type by Rider Type



Gender

The gender of survey respondents was fairly evenly distributed between female and male identifying riders, across all survey periods.

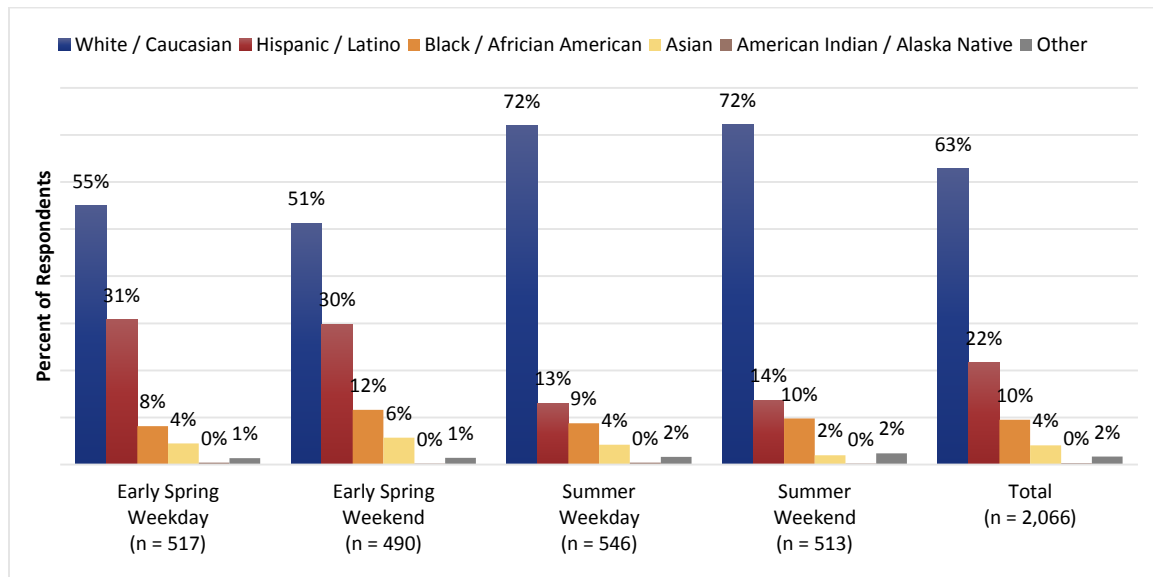
Figure 3-28 Respondent Gender Identity by Survey Period



Race/Ethnicity

Nearly two-thirds of all survey respondents reported that they were White/Caucasian, and nearly one-quarter reported they were Hispanic/Latino. Ridership was more diverse in the Early Spring survey periods than the Summer.

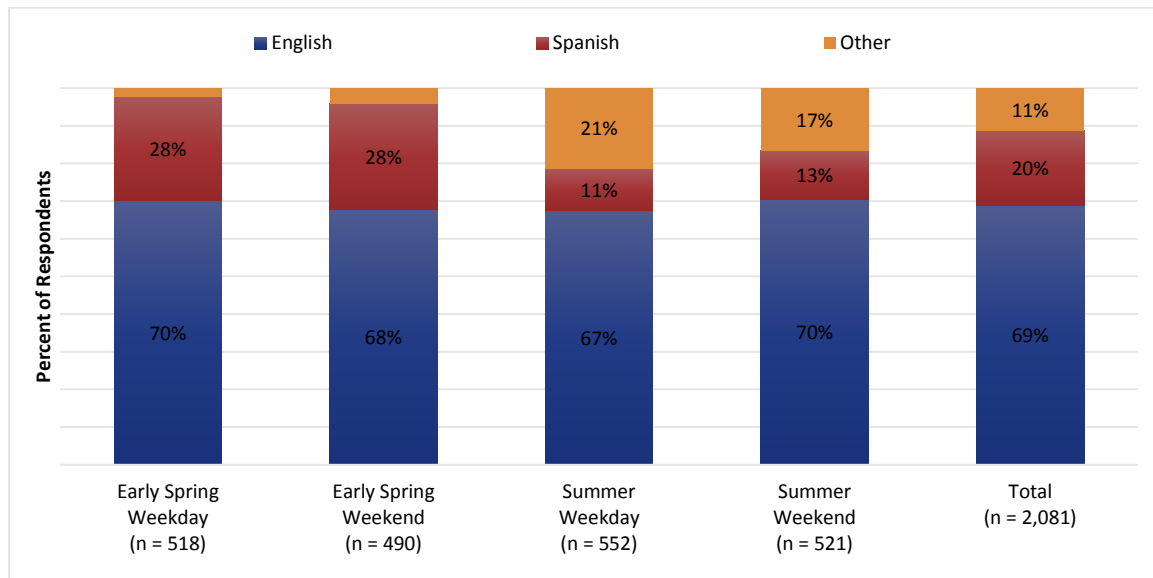
Figure 3-29 Respondent Race/Ethnicity by Survey Period



Primary Language

The majority of survey respondents spoke English as their primary language spoken at home. The proportion of primary English speakers was consistent across survey period. There were more Spanish speakers during the Early Spring and “Other” languages, such as Romanian, Slovak, and Tagalog, during the Summer.

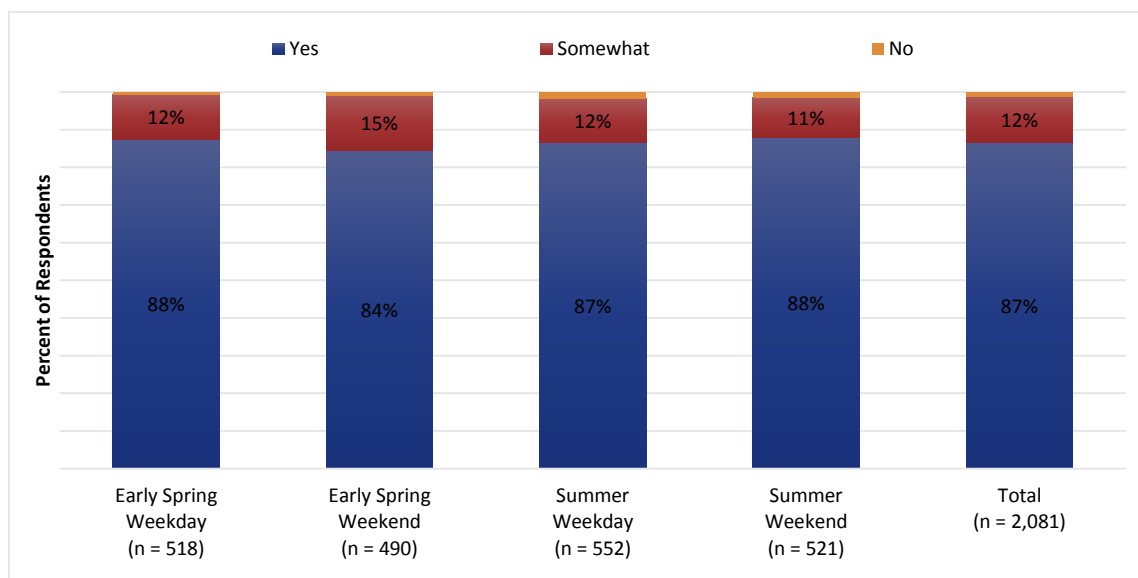
Figure 3-30 Respondent Language Spoke at Home by Survey Period



English Proficiency

The vast majority (87%) of survey respondents reported that they spoke English fluently. Only 1% of all respondents reported they were not fluent in English. English fluency was relatively consistent across survey period.

Figure 3-31 Respondent English Proficiency by Survey Period



Household Income

Survey respondents were asked to report their household income. Of those who responded, less than a quarter reported living in a household that makes over \$100,000 per year. At the opposite end of the spectrum, about 20% of respondents reported a household income of less than \$15,000 per year. The general distribution stayed relatively consistent across survey period. The greatest proportion of high-income earners (\$100,000 per year or more) rode in the Early Spring Weekend period.

About one-third of both short- and long-term visitors reported a household income of over \$100,000. The largest proportion of Summit County commuters make less than \$15,000. Almost 40% of that same rider group answered, “Do not know / no answer”, leaving a lot unknown about the earnings of Summit County commuters.

Figure 3-32 Respondent Household Income by Survey Period

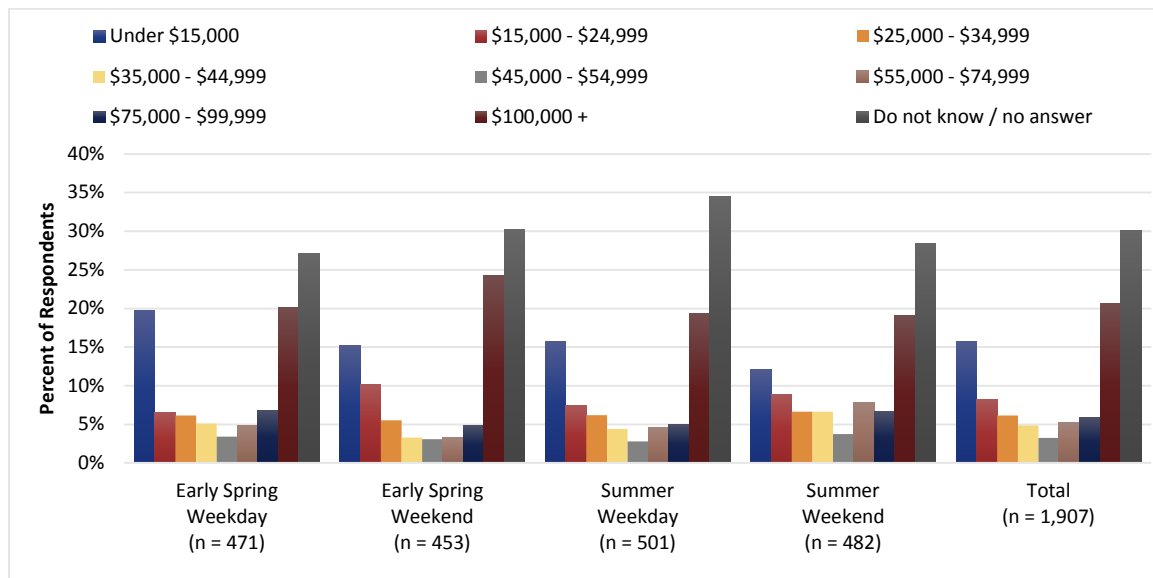
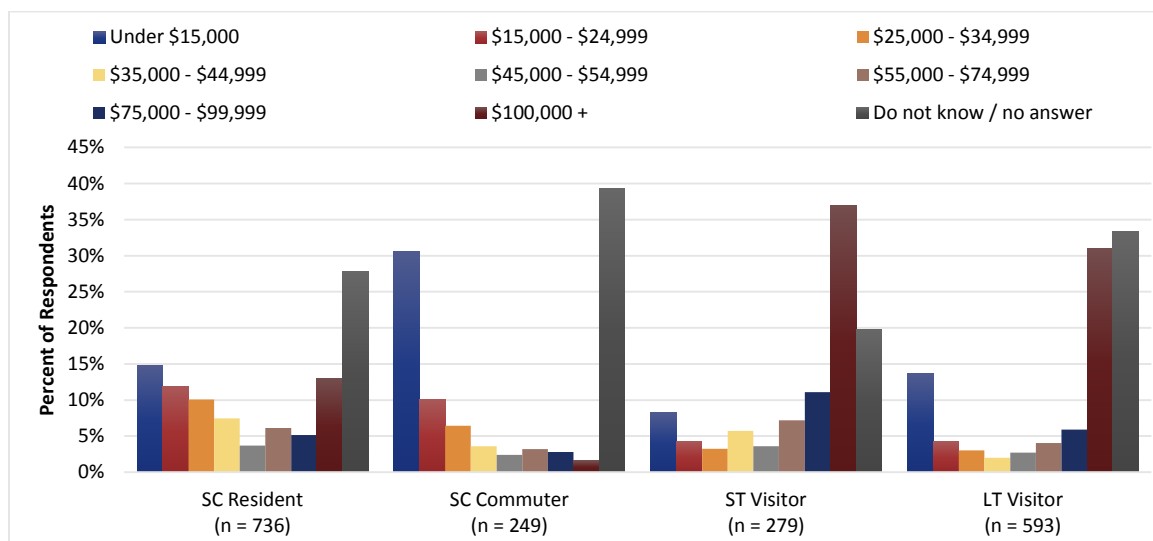


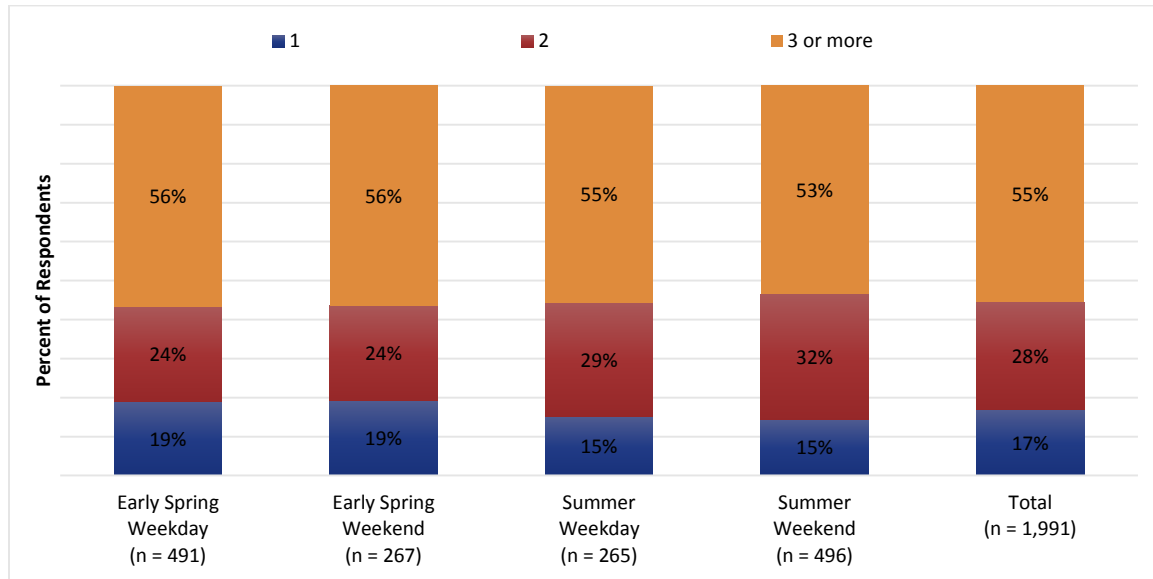
Figure 3-33 Respondent Household Income by Rider Type



Household Size

Over half of survey respondents live in a household with three or more residents (including themselves).

Figure 3-34 Respondent Household Size by Survey Period



4 LESSONS LEARNED & OPPORTUNITIES FOR IMPROVEMENT

Maintaining Existing Ridership

With information about the composition of existing riders, how they use and access the system, and their experiences and priorities, PCT can ensure that it is providing service that meets the needs of its riders. Along with local riders, the agency serves short- and long-term visitors who represent different demographics, use the service for different purposes, and have different needs. Residents, commuters, and visitors all use the service in various ways but can benefit from many of the same service improvements. Regardless of the type of rider, survey respondents prioritized improvements to frequency and service span. Nearly half of Summit County residents and commuters into the County have been using the service for less than a year. There is potential to convert these users into long-term riders or returning riders by providing additional options to use the service more to get to work, entertainment, and recreation.

When prioritizing where to improve frequency and span, PCT should target locations, routes, and times of day where and when transit dependent riders need it most. Summit County residents and commuters tend to use the service more, have less access to automobiles, and live in households with less household income. The agency can look towards the locations that these riders are travelling between most. The results of this survey showed primary travel patterns between the Park City core neighborhoods and between the historic center and Prospector. Additionally, there was significant travel from Park City to Kimball Junction and Canyons. Strengthening the already frequent service to these areas is the most likely to benefit the most dependent transit riders. Many of the improvements targeted at dependent riders will create a stronger overall system and can also benefit visitors to the area.

Attracting New Riders

PCT also hopes to increase transit ridership by encouraging more people to choose the bus over their cars to reduce the community's carbon emissions and to alleviate congestion in the region. Attracting new riders involves making service more appealing and approachable to other travelers. These improvements include those to frequency and span, better access for travelers that do not have walkable access to transit, and technology.

- **Improvements to frequency and span** makes transit regular and flexible so travelers consider it to be a feasible alternative to driving. It also can be the difference between whether someone can access a job with an early start/late departure or not.

- **Adding park-and-ride lot locations** to the existing network may help draw new riders into the system who can drive or carpool to transit but may not be interested in driving into congested or limited parking areas. To locate potential park-and-ride lot locations, further study should be completed to analyze the origins and destinations of non-riders.
- **Keeping up-to-date with technology** is an important aspect of drawing in new riders, who may be used to larger transit systems or alternate mobility options. Many of the surveyed riders were between the ages of 19 and 44 years of age, visitors from other areas, and had used Uber or Lyft in the past month. Riders that fit into these categories may have an expectation of a certain level of technological integration when traveling. Research has shown that millennial riders are more multimodal than past generations and are expecting a more user-friendly and intuitive travel experience². Bus tracking information, mobile fare payment, real-time social media updates, and partnerships with alternate mobility providers are just a few ways that the agency could begin to think about ways to better integrate technology into the PCT system.

² American Public Transit Association. Millennials & Mobility: Understanding the Millennial Mindset. 2013.
<https://www.apta.com/wp-content/uploads/Resources/resources/reportsandpublications/Documents/APTA-Millennials-and-Mobility.pdf>

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Appendix A Early Spring Survey Instrument



TRANSIT ON-BOARD SURVEY

Please complete this survey to help Park City Transit develop a better understanding of how you travel, and how we can make improvements to transit service in the future. Provide your email address or phone number at the end of the survey for a chance to win a \$50 Amazon gift card.

1. Which route are you currently riding?

- | | | |
|-----------------------------------|---|---|
| <input type="checkbox"/> 1 Red | <input type="checkbox"/> 6 Lime | <input type="checkbox"/> 11 Black |
| <input type="checkbox"/> 2 Green | <input type="checkbox"/> 7 Pink | <input type="checkbox"/> 12 Trolley |
| <input type="checkbox"/> 3 Blue | <input type="checkbox"/> 8 Brown | <input type="checkbox"/> 13 Early Morning City Wide |
| <input type="checkbox"/> 4 Orange | <input type="checkbox"/> 9 Purple | <input type="checkbox"/> 14 Late Night City Wide |
| <input type="checkbox"/> 5 Yellow | <input type="checkbox"/> 10 White/Electric Xpress | |

2. Where did you board this bus?

Nearest intersection/location: _____

City: _____

3. What is the purpose of this trip? (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> 1 Work | <input type="checkbox"/> 5 Shopping, dining, or entertainment |
| <input type="checkbox"/> 2 School or college | <input type="checkbox"/> 6 Medical appointment |
| <input type="checkbox"/> 3 Grocery store | <input type="checkbox"/> 7 Personal or religious worship |
| <input type="checkbox"/> 4 Outdoor recreation, i.e. skiing | <input type="checkbox"/> 8 Other _____ |

4. Where are you traveling?

Nearest intersection/location: _____

City: _____

5. Does this trip require a transfer to and/or from another bus route?

- ☐ 1 Yes, which routes? _____ ☐ 2 No

6. How did you get to the bus stop and how will you get to your final destination from the bus? (check all that apply)

- | | |
|------------------------------------|--|
| <input type="checkbox"/> 1 Walk | <input type="checkbox"/> 4 Drive |
| <input type="checkbox"/> 2 Bike | <input type="checkbox"/> 5 Dropped off/picked up |
| <input type="checkbox"/> 3 Scooter | <input type="checkbox"/> 6 Other _____ |

7. Which of the following best describes you?

- | | |
|--|---|
| <input type="checkbox"/> 1 Live in Summit County | <input type="checkbox"/> 3 Short-term visitor (<2 days) |
| <input type="checkbox"/> 2 Work in Summit County, but live elsewhere | <input type="checkbox"/> 4 Long-term visitor (>2 days) |

8. How many days have you taken Park City Transit in the past week?

- ☐ 1 5-7 days ☐ 3 1-2 days
☐ 2 3-4 days

9. How long have you been riding Park City Transit?

- ☐ 1 First time/new rider ☐ 3 1-4 years
☐ 2 Less than 1 year ☐ 4 5 or more years

10. Have you used the myStop mobile app?

- ☐ 1 Yes, it is very useful ☐ 3 No, I have no used it
☐ 2 Yes, but it has room for improvement

11. Do you own or have access to a car?

- ☐ 1 Yes ☐ 2 No

12. Within the past month, have you used any of the following? (check all that apply)

- ☐ 1 Lyft/Uber ☐ 2 Taxi ☐ 3 PC-SLC Connect

13. Listed below are potential service improvements. Please select the three that are most important to you.

- | | |
|--|---|
| <input type="checkbox"/> 1 More frequent bus service | <input type="checkbox"/> 5 Better real-time arrival info. |
| <input type="checkbox"/> 2 Earlier bus service | <input type="checkbox"/> 6 Better bus stops |
| <input type="checkbox"/> 3 Later bus service | <input type="checkbox"/> 7 Room on buses for luggage |
| <input type="checkbox"/> 4 More reliable schedule | <input type="checkbox"/> 8 Service to new areas |

14. What is your age?

- | | | |
|--|----------------------------------|--|
| <input type="checkbox"/> 1 18 or under | <input type="checkbox"/> 3 25-44 | <input type="checkbox"/> 5 65-74 |
| <input type="checkbox"/> 2 19-24 | <input type="checkbox"/> 4 45-64 | <input type="checkbox"/> 6 75 or older |

15. Are you:

- ☐ 1 Female ☐ 2 Male ☐ 3 Other

16. Which best describes your racial or ethnic background?

- | | |
|---|--|
| <input type="checkbox"/> 1 White/Caucasian | <input type="checkbox"/> 4 Asian |
| <input type="checkbox"/> 2 Hispanic/Latin@ | <input type="checkbox"/> 5 American Indian/Alaska Native |
| <input type="checkbox"/> 3 Black/African American | <input type="checkbox"/> 6 Other _____ |

17. At home, which language do you speak most often?

- ☐ 1 English ☐ 2 Spanish ☐ 3 Other _____

18. Do you speak English?

- ☐ 1 Fluently ☐ 2 Somewhat ☐ 3 No

19. What was the total income for all individuals in your household last year?

- | | | |
|--|--|--|
| <input type="checkbox"/> 1 Under \$15,000 | <input type="checkbox"/> 4 \$35,000-44,999 | <input type="checkbox"/> 7 \$75,000-99,999 |
| <input type="checkbox"/> 2 \$15,000-24,999 | <input type="checkbox"/> 5 \$45,000-54,999 | <input type="checkbox"/> 8 \$100,000+ |
| <input type="checkbox"/> 3 \$25,000-34,999 | <input type="checkbox"/> 6 \$55,000-74,999 | <input type="checkbox"/> 9 Do not know/No answer |

20. How many people are in your household?

- ☐ 1 1 (yourself) ☐ 2 2 ☐ 3 3 or more

21. Do you have any additional comments?

22. Please provide your first name and email address or phone number if you would like to be entered into a drawing for a \$50 Amazon gift card for taking this survey:

 Mire el reverse para encuesta en español

Appendix B Summer Survey Instrument



TRANSIT ON-BOARD SURVEY

#10001

Please complete this survey to help Park City Transit develop a better understanding of how you travel, and how we can make improvements to transit service in the future. Provide your email address or phone number at the end of the survey for a chance to win a \$50 Amazon gift card.

1. Which route are you currently riding?

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> 1 Red | <input type="checkbox"/> 8 Brown |
| <input type="checkbox"/> 2 Green | <input type="checkbox"/> 9 Purple |
| <input type="checkbox"/> 3 4 Orange | <input type="checkbox"/> 10 White/Electric Xpress |
| <input type="checkbox"/> 6 Lime | <input type="checkbox"/> 11 Black |
| <input type="checkbox"/> 7 Pink | <input type="checkbox"/> 10 Trolley |

2. Where did you board this bus?

Nearest intersection/location: _____

City: _____

3. What is the purpose of this trip? (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Work | <input type="checkbox"/> Shopping, dining, or entertainment |
| <input type="checkbox"/> School or college | <input type="checkbox"/> Medical appointment |
| <input type="checkbox"/> Grocery store | <input type="checkbox"/> Personal or religious worship |
| <input type="checkbox"/> Outdoor recreation, i.e. mountain biking | <input type="checkbox"/> Other _____ |

4. Where are you traveling?

Nearest intersection/location: _____

City: _____

5. Does this trip require a transfer to and/or from another bus route?

- ☐ Yes, which routes? _____ ☐ No

6. How did you get to the bus stop and how will you get to your final destination from the bus? (check all that apply)

- | | |
|----------------------------------|--|
| <input type="checkbox"/> Walk | <input type="checkbox"/> Drive |
| <input type="checkbox"/> Bike | <input type="checkbox"/> Dropped off/picked up |
| <input type="checkbox"/> Scooter | <input type="checkbox"/> Other _____ |

7. Which of the following best describes you?

- | | |
|--|---|
| <input type="checkbox"/> Live in Summit County | <input type="checkbox"/> Short-term visitor (<2 days) |
| <input type="checkbox"/> Work in Summit County, but live elsewhere | <input type="checkbox"/> Long-term visitor (>2 days) |

8. How many days have you taken Park City Transit in the past week?

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> 5-7 days | <input type="checkbox"/> 1-2 days |
| <input type="checkbox"/> 3-4 days | |

9. How long have you been riding Park City Transit?

- | | |
|---|--|
| <input type="checkbox"/> First time/new rider | <input type="checkbox"/> 1-4 years |
| <input type="checkbox"/> Less than 1 year | <input type="checkbox"/> 5 or more years |

10. Have you used the myStop mobile app?

- | | |
|---|--|
| <input type="checkbox"/> Yes, it is very useful | <input type="checkbox"/> No, I have no used it |
| <input type="checkbox"/> Yes, but it has room for improvement | |

11. Do you own or have access to a car?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

12. Within the past month, have you used any of the following? (check all that apply)

- | | | | |
|------------------------------------|-------------------------------|---|------------------------------------|
| <input type="checkbox"/> Lyft/Uber | <input type="checkbox"/> Taxi | <input type="checkbox"/> PC-SLC Connect | <input type="checkbox"/> Bikeshare |
|------------------------------------|-------------------------------|---|------------------------------------|

13. Listed below are potential service improvements. Please select the three that are most important to you.

- | | |
|--|---|
| <input type="checkbox"/> More frequent bus service | <input type="checkbox"/> Better real-time arrival info. |
| <input type="checkbox"/> Earlier bus service | <input type="checkbox"/> Better bus stops |
| <input type="checkbox"/> Later bus service | <input type="checkbox"/> Room on buses for luggage |
| <input type="checkbox"/> More reliable schedule | <input type="checkbox"/> Service to new areas |

14. What is your age?

- | | | |
|--------------------------------------|--------------------------------|--------------------------------------|
| <input type="checkbox"/> 18 or under | <input type="checkbox"/> 25-44 | <input type="checkbox"/> 65-74 |
| <input type="checkbox"/> 19-24 | <input type="checkbox"/> 45-64 | <input type="checkbox"/> 75 or older |

15. Are you:

- | | | |
|---------------------------------|-------------------------------|--------------------------------|
| <input type="checkbox"/> Female | <input type="checkbox"/> Male | <input type="checkbox"/> Other |
|---------------------------------|-------------------------------|--------------------------------|

16. Which best describes your racial or ethnic background?

- | | |
|---|--|
| <input type="checkbox"/> White/Caucasian | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Hispanic/Latin@ | <input type="checkbox"/> American Indian/Alaska Native |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Other _____ |

17. At home, which language do you speak most often?

- | | | |
|----------------------------------|----------------------------------|--------------------------------------|
| <input type="checkbox"/> English | <input type="checkbox"/> Spanish | <input type="checkbox"/> Other _____ |
|----------------------------------|----------------------------------|--------------------------------------|

18. Do you speak English?

- | | | |
|-----------------------------------|-----------------------------------|-----------------------------|
| <input type="checkbox"/> Fluently | <input type="checkbox"/> Somewhat | <input type="checkbox"/> No |
|-----------------------------------|-----------------------------------|-----------------------------|

19. What was the total income for all individuals in your household last year?

- | | | |
|--|--|--|
| <input type="checkbox"/> Under \$15,000 | <input type="checkbox"/> \$35,000-44,999 | <input type="checkbox"/> \$75,000-99,999 |
| <input type="checkbox"/> \$15,000-24,999 | <input type="checkbox"/> \$45,000-54,999 | <input type="checkbox"/> \$100,000+ |
| <input type="checkbox"/> \$25,000-34,999 | <input type="checkbox"/> \$55,000-74,999 | <input type="checkbox"/> Do not know/No answer |

20. How many people are in your household?

- | | | |
|---------------------------------------|----------------------------|------------------------------------|
| <input type="checkbox"/> 1 (yourself) | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 or more |
|---------------------------------------|----------------------------|------------------------------------|

21. Do you have any additional comments?

22. Please provide your first name and email address or phone number if you would like to be entered into a drawing for a \$50 Amazon gift card for taking this survey:

Mire el reverse para encuesta en español



Appendix C Open-Ended Comments

Survey Comment	Comment Category
EXPLANATION OF HOW TO READ SCHEDULES	Better Signage
BETTER SYSTEM FOR HELPING ALL THE (?) UNDERSTAND THE ROUTES	Better Signage
PLEASE BETTER REAL TIME ARRIVAIL	Better Signage
BETTER SERVICE DURING SUNDANCE AND REAL TIME INFO	Better Signage
USE SAME WORDS ON SIGNS AS ON BUS SIGN SAYS "3" PEOPLE SAY GE ON "LIME" DISCONNECT	Better Signage
NEED EASY TO UNDERSTAND BUS SCHEDULES & ROUTES THAT WE CAN GRAB AROUND TOWN	Better Signage
CHANGE COLOR BASED ON INBOUND OR OUTBOUND	Better Signage
CORRECT TIME SCHEDULE FOR DETOUR PERIOD	Better Signage
LONGER ORANGE BUS PERIOD	Better Signage
POST ROUTE MAP IN THE BUS	Better Signage
HAVE 'UPCOMING STOP' DISPLAYED ON SCREEN AND VERBERLY ALL DAY	Better Signage
BETTER INFO FOR VISITORS ABOUT ROUTES	Better Signage
BETTER SIGNS PLEASE	Better Signage
THERE WASN'T A ROUTE MAP AT OUR STOP-THAT WOULD HAVE BEEN HELPFUL	Better Signage
ADVERTISE BUS TO HOSPITAL-IT'S NOT JUST AID/ARIDE	Better Signage
BUS STOPS NEED BIGGER SIGNS	Better Signage
IT WOULD BE NICE IF THE ROUTES WERE MORE EASY TO UNDERSTAND ON THE MAPS TO REQUIRE FEWER QUESTIONS	Better Signage
NO SIGN SAYING THIS IS NAME OF STATION	Better Signage
YOUR COMMENT LOCATION ON SUN MAP WOULD BE HELPFUL TO SOMEONE NOT FAMILIAR WITH THE TOWN	Better Signage
POOR SIGNAGE FROM HIGH SCHOOL NO SCHEDULE-WALK FROM SCHOOL TO BUS	Better Signage
BETTER REAL TIME AMVOL INK WOULD BE GOOD SOMETIMES BUSES LEAVE EARLIER	Better Signage/Extended Service
PLACE TO PUT SKI OR SNOWBOARD EQUIPMENT	Bus Amenities Request
WIFI PLEASE	Bus Amenities Request
SKI RATES ON OUTSIDE OF BUS PC-K5-DIRECT (PEAK HOURS) FAT TIRE 4' BIKE RACKS	Bus Amenities Request
NEED A PLACE TO PUT SKI EQUIPMENT	Bus Amenities Request
SKI RACKS	Bus Amenities Request
ME GUSTARIA QUE TODOS LOS BUSES TENGON WIFI	Bus Amenities Request
HAND WARMERS OR HEATERS ON BUS STOPS PLEASE	Bus Amenities Request
BETTER LOST & FOUND SYSTEM-ONE PERSON IN OUR	Bus Amenities Request

GROUP FORGET HIS HELMET/GLOVES AND EXTRA SKI PANTS ON THE BUS FROM DV TO PC-WE CALLED CONTINUOUSLY TO SEE IF SOMEONE HAD TURNED IT IN NO LUCK-WE HAD TO BUY ALL NEW EQUIPMENT WE FINALLY GOT IT BACK ONE YEAR LATER	
MORE ROOM FOR MOUNTAIN BIKES/RUN #5 YELLOW YEAR ROUND-BUY MORE ELECTRIC BUSES	Bus Amenities Request
OUTSIDE RACKS FOR EQUIPMENT WOULD BE WONDERFUL	Bus Amenities Request
RACKS FOR SKIS/BOARDS ON OUTSIDE OF BUS	Bus Amenities Request
RACKS FOR SKIS DURING SEASON ON OUTSIDE OF BUS	Bus Amenities Request
PLAY SKI/BIKE VIDEOS ON MONITORS	Bus Amenities Request
MORE AMENITY FOR VISITORS. DRIVERS ARE VERY FRIENDLY & HELPFUL	Bus Amenities Request
1)SKI/SNOWBOARD RACKS ON WHITE & LIME BUSES 2)ABILITY TO SET UP APP TO SHOW MORE THAN ONE BUS ROUTE ON SCREEN	Bus Amenities Request
MORE ELECTRIC BUSES	Bus Amenities Request
OUTSIDE SKI RACKS	Bus Amenities Request
BETTER WI-FI ON ALL BUSES	Bus Amenities Request
THE BUSES NEED MORE EFFICIENT HEATING	Bus Amenities Request
OPE BUT IT WOULD BE COOL IF THE SCREENS ON THE BUS PLAYED MOVIES	Bus Amenities Request
ADDITIONAL BIKE RACKS IN FRONT OF ON BACK OF THE 4 & 9	Bus Amenities Request
MORE BIKES	Bus Amenities Request
BIKE RACKS & THEIR IMPROVEMENTS ARE GREAT BUT STILL DETERED @DV BECAUSE THEY ARE OFTEN FULL BUS/SHUTTLE TO GUARDSMANS	Bus Amenities Request
UP GRADGE BIKE RACKS OR SOME BUSES THAT DON'T FOR MTB WHEELS-INCREASE DV SERVICE	Bus Amenities Request
MORE SPACE FOR BIKES-PLEASE	Bus Amenities Request
MORE SPOTS FOR BIKES	Bus Amenities Request
MORE ROOM FOR BIKES	Bus Amenities Request
MORE BIKES ON BUSES WIDER TRAYS FOR BIGGER TIRES	Bus Amenities Request
IMPRESSIVE TRANSIT SERVICES-MORE BIKE RACKS DESIGNED FOR WIDER TIRES	Bus Amenities Request
SKI FRIENDLY IMPROVEMENTS PLEASE MOUNTAIN BIKE SERVICE TO ROYAL	Bus Amenities Request
IN THE WINTER PUT SKI RACKS ON OUTSIDE OF BUS-MORE STOPS	Bus Amenities Request
I HAVE FAT TIRES ON MY BIKE & WOULD LIKE TO USE IT ON THE BUS MORE-BUT I KNOW I COULD GET TURNED AWAY IF THE DRIVERS WISHES	Bus Amenities Request
MORE BIKE RACKS	Bus Amenities Request
ALLOW DOGS TO BE ON BUSES PLEASE	Bus Amenities Request
LARGER BIKE RACKS	Bus Amenities Request
TOO MANY BUSES BREAK DOWN	Bus Amenities Request
ALLOW DOGS ON BUSES	Bus Amenities Request

MORE BIKE RACKS-MORE STOPS IN PINEBROOK-JERMEY-SUMMIT-SILVER SUMMIT	Bus Amenities Request
WIFI IN EACH BUS PLEASE-THE DRIVER AT SUNDAY EARLY IN THE MORNING IS TOO RUDE HE YELLS EVERYONE	Bus Amenities Request/Bus Driver Complaint
SKI RACKS OUTSIDE OF BUS & DRIVER MAKE ANNOUNCEMENT OF OUTBOUND/INBOUND FOR LIME BUS SO SKIERS/BORDERS DON'T GET ON IF CANYONS GOING THE WRONG DIRECTION THANK YOU FOR LIME ROUTE CHANGE & FREQUENCY IT HAS BEEN VERY HELPFUL	Bus Amenities Request/Positive Feedback
SKI VIDEOS ON MONITORS. MEADOWS DRIVE LOOP WOULD BE GREAT!!	Bus Amenities Request/Service Change Request
SOME DRIVERS WOULD BE NICER WITH PEOPLE	Bus Driver Complaint
DRIVER CHANGES SHOULD BE SMOOTHER & FASTER	Bus Driver Complaint
DRIVERS HIT BRAKES TOO HARD CAUSING PEOPLE TO ROCK FORWARD AND BACKWARDS GETTING NAUSEATED-ALSO THEY SHOULD ALWAYS LOWER STEPS	Bus Driver Complaint
VERALL GOOD-DRIVERS SHOULD MAKE MORE EFFORT TO LOOK IN THEIR REAR VIEW MIRRORS FOR PEOPLE RUNNING TO CATCH BUS OR JUST BETTER AWARENESS	Bus Driver Complaint
BUS DRIVERS ARE ALL NICE EXCEPT FOR ONE LADY	Bus Driver Complaint
DRIVERS NEED TO WAIT UNTIL SEATED TO START-REMOVE (???) AT BOARDING STOPS	Bus Driver Complaint
RODE THE RED BUS-WHITE MALE BUS DRIVER WITH A WHITE BEARD DROVE RECKLESS AND BLEW BY US AT STOP-CARELESS DRIVING	Bus Driver Complaint
OLDER WHITE MALE/BEARD WAS VERY RECKLESS & RUDE ON MULTIPLE OCCASIONS-LATE DROVE PAST US TURNED ABRUPTLY & RAN MULTIPLE RED LIGHTS	Bus Driver Complaint
THE DRIVER OF THE RED BUS IS AN ASS	Bus Driver Complaint
IS A LATIN GUY IN THE MRNING SHIFT WEARS GLASSES HE IS VERY RUDE WITH PEOPLE ALWAYS LATE-USUALLY ROUTE 6 LIME BUS AT 6:33 KIMBALL	Bus Driver Complaint
HARD FOR 1ST TIMERS NOT KNOWING WHERE TO TRANSFER OR IF NEEDED. BUS DRIVERS SEEM TO GET OVERWHELMED WITH QUESTIONS	Bus Driver Complaint
IN SUNDOWN THE BUS STOP WAS MOVED TO THE PARK CITY HIGH SCHOOL BUT SOME DRIVER DID NOT TAKE IT AND GO FOR THE SHELLPLER SO WE AND A LOT OF PEOPLE LOST THE BUS	Bus Driver Complaint
BEST WHEN BUS DRIVER SPEAKS FLUENT ENGLISH	Bus Driver Complaint
NOT ALL BUT SOME DRIVERS ARE RUDE. ALSO GET RID OF STEREO MUSIC PLAYING CAPABILITY OF DRIVERS. THEIR LOUD MUSIC DISTURBS.	Bus Driver Complaint
WOULD BE NICE IF THEY DIDN'T PASS YOU 3 OUT OF 5 TIMES @POLICE STATION STOP	Bus Driver Complaint
NOT SAYING EVERYONE BUT THERE IS SOME RUDE	Bus Driver Complaint

DRIVERS IN ROUTE 1 RED & 2 GREEN	
SOME BUS DRIVERS NEED TO BE MORE POLITE-THEY NEED TO WAIT TO TAKE OFF UNTIL YOU HAVE SAT DOWN-ALSO WE WERE PASSED UP BY DRIVERS AT A STOP FOR NOT BEING RIGHT AT THE SIGN (ONLY A FEW FEET AWAY) HE NOT WAIT-45 MINS FOR NEXT BUS	Bus Driver Complaint
BUSES SHOULD NOT CLOSE THE DOOR RAPIDLY BEFORE WE GET SEATED OR EVERYONE IS ON THE BUS-MORE FRIENDLY	Bus Driver Complaint
THE BUS DRIVERS THROW THE RIDERS AROUND ALOT	Bus Driver Complaint
THE CURRENT DRIVER OF 10 WHITE BUS #694 @ 18:50 IS ALWAYS EXTREMELY RUDE-MADE A CALL THIS WEEK ABOUT IT ALL	Bus Driver Complaint
DRIVERS TO PAY MORE ATTENTION IN DARK BUS STOPS ESPECIALLY BY SILVER SPRINGS ARE	Bus Driver Complaint
ADD A STOP @ SMITHS	Bus Stop Request
131 MORE STOP FOR THE WHITE BUS NEAR THE TRANSIT TRANSFE (DEER VALLEY DRIVE)	Bus Stop Request
SOME OF THE STOPS ARE VERY ICY	Bus Stop Request
SOME OF THE STOPS NEED A SHELTER	Bus Stop Request
CLEAR A PATH AT THE BUS STOP TO MAKE IT EASIER TO GET ON & OFF THE BUS RATHER THAN TRYING TO NEGOTIATE A HUGE SNOW MOUND. NOT SAFE	Bus Stop Request
WOULD LIKE TO SEE MORE SHELTERS COVERED	Bus Stop Request
MORE & BETTER PARKING AT BUS STOPS	Bus Stop Request
SOME STOPS COULD USE SHADE VERY LITTLE OTHERWISE	Bus Stop Request
COVERED BUS STOPS IN WINTER	Bus Stop Request
BETTER BUS STOPS AND MORE RELIABLE SCHEDULE	Bus Stop Request
PLEASE CHOKERS TAKE CARE OF THE BUS BUS STOPS BECAUSE WEGO DEGREE TO ME IN THE PARADES BECAUSE THEY DO NOT SELL ME STEMPRE I HAVE PROBLEM IN THAT PARADE THAT IS THE	Bus Stop Request
BETTER AMPS AT STATIONS	Bus Stop Request
LOVE THE BUS SYSTEM-A LITTLE MORE STOPS FROM CANYONS TO PC TRANSIT CENTER WOULD BE GREAT	Bus Stop Request/Positive Feedback
PLEASE MAKE WHITE ELECTRIC LINE DIRECT FROM PINEBROOK PARK & RIDE TO OTC OR IDEALLY SNOWPARK-ENCLOSE YOUR BUS STOPS FOR THE COLD	Bus Stop Request/Service Change Request
YES.PLEASE ADD MORE 902 ROUTES INCLUDING MID-DAY AND LATER EVENING THAT SYNC W/FRONT RUNNER-AND WEEKENDS YEAR ROUND	Extended Service
HAVING A LATER SCHEDULE IN SILVER LAKE VILLAGE SINCE MAJORITY OF THE WORKERS ARE SEASONAL-MOST OF US DON'T HAVE A CAR & WE RELY ON BUSES MOST OF THE TIME	Extended Service
PUT NIGHTLY ROUTE LATER	Extended Service
LATER BUS TO JEREMY RANCH 11 PM - 12 PM	Extended Service
I WANT TO VERY EARLY BUS IN MORNING LIKE 5 AM	Extended Service

LATER SERVICE IN THE SUMMER PLEASE	Extended Service
ONE LATTER TIME IN BLACK-10 AM AND ONE EARLIER THAN BLACK-12-1 LEAVING 12	Extended Service
APPRECIATE DRIVERS ATTITUDES HOPE TO GET SERVICE TO HIDEOUT AREA	Extended Service
IT WILL BE NICE IF ALL THE ROUTES CONTINUE ALL YEAR ROUND-WOULD BE REALLY HELPFUL	Extended Service
NEED 2:30 AM CITY WIDE AND WEEKENDS	Extended Service
BETTER TO PUT BUS SERVICE IN NOONTIME & BEFORE MIDNIGHT	Extended Service
A SERVICE WOULD BE PERFECT AT NIGHT TO KAMAS IN SUMMER AT 10:00 PM AND IN WINTER AT 11:00 PM	Extended Service
LATER TRIP FROM SILVER ALKE GOING TO MAIN STREET. BECAUSE WHEN I GET OFF WORK LATE I HAVE NO CHOICE BUT TO TAKE UBER OR LYFT	Extended Service
CRCO NEEDS A BUS THAT GOES THROUGH FRESH MARKET MORE EARLY IN THE MURANA	Extended Service
MORE EARLIER BUS ESPECIALLY ON SLOW SEASON RED-LIME AS WELL	Extended Service
DIRECT TO MOUNTAIN LATER TRIPS	Extended Service
6 LIME SHOULD (?) THE 902 ARRIVALS/DEPARTURES TO STAY AND WAIT A FEW MINUTES FOR SLIGHT DELAYS	Extended Service
NEED A LATE SLC-PC BUS LIKE 8:40PM OR 9PM	
I WORK AT MONTAGE & BUSES UP & DOWN THE MOUNTAIN FOR LATER TIMES WOULD BE AWESOME FOR MYSELF & J1'S	Extended Service
IF NO. 9 BUS HAVE MORE LATE TIME-THAT WILL BE GOOD	Extended Service
IF THE BUS NO 9 HAS MUCH TIME THAT'LL BE BETTER	Extended Service
IT WILL BE PERFECT IF A PURPLE BUS WILL HAVE AT 5:00-5:10 A RIDE	Extended Service
LATER LAST BUS TO EMPIRE	Extended Service
IT WOULD BE REALLY GREAT IF BUSES RAN TO/FROM SILVER LAKE IN SUMMER EVENINGS LIKE IT DOES IN WINTER	Extended Service
MORE TRIPS FOR ORANGE BUS LIKE 7AM UNTIL 7PM	Extended Service
ROUTE 4 EARLIER BUS SERVICE PLEASE	Extended Service
THE BUSES SHOULD STOP AT LEAST BY 2 PM BECAUSE OF PEOPLE WORKING AT MAIN ST (LATE NIGHT)	Extended Service
I WISH 9 BUS CAN WORK UNTIL 10PM NOT JUST 4 PM	Extended Service
LATER BUS SERVICE IS THE MOST IMPORTANT IMPROVEMENT FOR ME	Extended Service
BLACK NIGHT BUS FOR PEOPLE WHO WORK AT NIGHT	Extended Service
I WOULD REALLY FIND IT VERY USEFUL IF THIS BUS HAD A LATER SERVICE	Extended Service
YES THE BUSES SHOULD OPERATE 10:00 PM AT LEAST FROM MAIN ST TO EMPIRE CANYON-THANK IN ADVANCE	Extended Service
BUSES LATER IN THE MORNING & EVENING BUS LANE	Extended Service

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LATER BUS SERVICE ON WEEKENDS PC-SLC ON WEEKENDS	Extended Service
EARLIER BUS SCHEDULE WOULD BE APPRECIATED SINCE SOME WORKERS STARTS AT 7AM	Extended Service
PROVIDE SERVICE OF 9 PURPLE LONGER THAN TILL 5 PM	Extended Service
ORANGE BUS W/EVENING HRS IN SUMMER PLEASE	Extended Service
I WOULD LIKE NUMBER 4 ORANGE TO START EARLIER AND TO GO LATER	Extended Service
TO START RUNNING AT 6 AM # 7 MORE	Extended Service
IN WEEKENDS THE BUS CAN BE UNTIL 3AM	Extended Service
EXTENDED HOURS UNTIL SIX FOR PURPLE 9	Extended Service
HOPEFULLY MORE BUS SERVICE AND DO LATER OR EVENING SERVICE ALSO FOR THIS 9 PURPLE BUS	Extended Service
I WOULD LIKE THE 9 PURPLE TO HAVE LATER SERVICE 7AM-10PM	Extended Service
SERVICE SHOULD BE ALSO LATER THAN 12 AM	Extended Service
IN WEEKENDS CAN BE USEFUL TO HAVE BUS SERVICE LATER THAN JUST 12:30	Extended Service
SILVER LAKE BUS SHOULD START EARLY	Extended Service
MORE CONNECTING SERVICES LIKE THE KIMBALL CAN RUN LATER	Extended Service
IF THEY CAN IMPROVE THE BUS EARLIER BUS	Extended Service
IT WILL BE NICE TO HAVE BUSES THAT ARE RUNNING TO DEER VALLEY EASILY IN THE MORNING AND LATE AT NIGHT-MANY PEOPLE ARE WORKING THESE AND WE NEED A WAY TO GET TO AND GET OFF WORK	Extended Service
I HAVE A HARD TIME GETTING TO 7AM SHIFTS BECAUSE THE BUS DOESN'T START VERY EARLY	Extended Service
MORE FRIENDLY TO BIKES IN SUMMER. BETTER CONNECTION PINK LIME.MORE ON TIME IN AFTERNOON.	Extended Service/Positive Feedback
I WOULD LOVE IF THE 8 BROWN WOULD PASS MORE FREQUENTLY-I REALLY APPRECIATE THE BUS SERVICE	Frequency
6 LIME IS AWESOME-IF 7 PINK RAN MORE FREQ THAT WOULD BE GREAT	Frequency
MORE FREQUENT BUSES AT THE CLOSING TIMES OF SLOPES	Frequency
THE TIMING ON THE BUSES ARE NOT WELL TIMED SOMETIMES IF YOU HAVE A LOT OF TRANSFERS IF I TAKE BUS 10 TO MAIN ST I USUALLY HAVE TO WAIT 20 MINS FOR BUS 9 SINCE WHEN I ARRIVE IN MAIN ST THE BUS 9 HAS JUST LEFT	Frequency
MORE BUSES NEEDED TO BE EXPRESSED	Frequency
BUS NEEDS TO BE MORE REGULAR DURING BUSY TIMES LIKE WORLD CHAMPIONSHIPS, ETC	Frequency
NEED MORE TIMES ON THE 11 BLACK-ONE AT 10;17 AND 12;17 ALSO ADD STOPS IN FRANCIS AND WOODLAND	Frequency
THE ORANGE BUS NEEDS MORE FREQUENT	Frequency
ADD MORE BUSSES TO DEER MOUNTAIN/K	Frequency

OULD USE MORE FREQUENCY FOR THE 4 ORANGE IT IS ALSO ALWAYS LATE WHEN IT'S BUSY- IT ALWAYS GETS STUCK AT PCMR	Frequency
RED BUS SHOULD BE MORE FREQUENT	Frequency
PARK CITY NEED BETTER CONNECTION MORE FREQUENTLY	Frequency
I WOULD APPRECIATE IF THE 7 PINK HAD MORE FREQUENT RIDES TO AND FROM AROUND SUMMIT	Frequency
MORE FREQUENT BUS SERVICE IS NECESSARY IN A LOT OF CASES WE NEED MORE BUSES TO 1 RED	Frequency
MORE FREQUENT BUSES 4 ORANGE-II WOULD BE GREAT IF THE BUS RIDGE GO BEFORE 8 ALSO AFTER 6	Frequency
NEED MORE BUSES DURING HIGH TRAFFIC	Frequency
BUS OUT THROUGH ? CREEK MORE FREQUENT	Frequency
SOME DRIVER NOT FRIENDLY AND NEED FEW IMPROVEMENTS FOR THE ARRIVAL OF THE BUS	Frequency/Bus Driver Complaint
PROVIDE BUS STOPS WITH SHELTERS-TRY TO HAVE AT LEAST BUSES EVERY 15-20 MIN	Frequency/Bus Stop Request
INCREASE AND LATER SHUTTLES TO MONTAGE IN SUMMER ALLOW BIKES	Frequency/Extended Service
TO DEVIATE TRAFFIC ON 248 HAVE MORE FREQUENT BUSES AND A BUS LANE WITH A PARKING AREA	Frequency/Increase Parking
RED BUS ROUTE IS A JOKE	Frequency/Reliability
MORE BUS TIME ON 11 TO KANAS ONE EARLIER AND LATER AND A BUS STOP IN FRANCIS AND WOODLAND	Frequency/Reliability
NEED MORE FREQUENT WINTER ROUTES-THE BUS GETS TOO FAR BEHIND AND I CAN'T COUNT ON IT FOR WORK SCHEDULE-NOT ALL ROUTES NEED TO GO TO PCMC BASE	Frequency/Reliability
BETTER SIGNAGE WITH DIRECTIONAL INFORMATION-INBOUND/OUTBOUND DESTINATIONS	Improve Signage
MORE DESCRIPTIVE SIGNAGE-SOMETIMES THE SIGNAGE IS WRONG	Improve Signage
I FOUND IT UNCLEAR WHAT BUS TO GET ON TO GET WHERE I WAS GOING BUT THE DRIVER WAS HELPFUL LETTING ME KNOW WHERE TO GO	Improve Signage
ONE THAT WOULD TAKE YOU DIRECTLY TO RESORT-BETTER UNDERSTANDING OF WHERE EACH BUS GOES FOR OUT OF TOWN PEOPLE	Improve Signage
WISH BUS PROVIDED UP COMING STOP INFO LIKE SOME OTHER SYSTEMS THIS HELPS NEW RIDERS	Improve Signage
I MISS THE SIGNS AT THE STOPS THAT TOLD ARIVAL TIMES!	Improve Signage
PUT ROUTE MAPS AT EVERY BUS STOP (OR AT LEAST AT PC MT BASE STOP. FIX DIGITAL ARRIVAL BOARD AT PC MT BASE. DRIVERS ARE VERY HELPFUL	Improve Signage/Positive Feedback
COULDN'T FIND APP (MY STOP) ON ANDROID PHONE	Mobile App Complaint
JUST IMPROVE THE APP I AM A LOYAL RIDER	Mobile App Complaint
AROUND 4 PM THE APP STOPS WORKING WITH THE LOCATION OF THE YELLOW LINE	Mobile App Complaint

REAL TIME BUS INFO ON THE APP THANKS	Mobile App Complaint
USED THE TEXT FUNCTION A LOT BEFORE IT WENT AWAY	Mobile App Complaint
SOMETIMES THE LOCATION OF THE BUSES IS NOT UPDATED. THANK YOU!	Mobile App Complaint
APP WITH ARRIVE/DEPARTURE TIMES WOULD BE USE A TABLET	Mobile App Complaint
REAL-TIME APP INFO	Mobile App Complaint
CAN'T FIGURE OUT THE APP	Mobile App Complaint
THE APP NEEDS TO HAVE A BETTER OVERALL MAP SO IT WOULD BE EASIER TO TELL HOW TO GET FROM 1 PLACE TO ANOTHER	Mobile App Complaint
MORE IMPROVEMENT IN MY STOP APP	Mobile App Complaint
FOR THE APP A GOOD FEATURE WOULD BE ENTERING AN ADDRESS AND IT TELLING WHICH BUS TO TAKE	Mobile App Complaint
WIFE COULD NOT FIND TIME ON APP	Mobile App Complaint
I FOUND THE APP A LITTLE CONFUSING BUT YOUR SYSTEM OVERALL IS GREAT-LOVE THE ELECTRIC	Mobile App Complaint/Positive Feedback
AM CITY WIDE HAS BEEN GREAT FOR ME & OTHER STAFF AT RESORTS-THANK YOU & PLEASE CONTINUE IT-IF IT WAS 5 MINTUES EARLIER WOULD BE EVEN BETTER-IF THERE WAS A WAY ON APP TO NOTIFY IF BUS WAS NOT RUNNING OR HAD BROKEN DOWN SO COULD MAKE ALTERNATIVE ARRANGEMENTS SO NOT LATE TO WORK	Mobile App Complaint/Positive Feedback
I AM VERY PLEASED & GRATEFUL FOR PCTS-YOU ALL DO A GREAT JOB-BEST TRANSIT SYSTEM-LESS CONGESTION THANKS	Positive Feedback
THANK YOU FOR PROVIDING FREE TRANSPORTATION I AM A SINGLE MOTHER WITH TWO DAUGHTERS AND IT HELPS ME A LOT OF TRANSPORTATION THANKS	Positive Feedback
EXCELENT SERVICE-THIS IS ONE OF THE REASON WE COME EACH YEAR TO PARK CITY-IT'S BUS SERVICE	Positive Feedback
GOOD SERVICE. THANK YOU	Positive Feedback
THE BUSES ARE GREAT-THE TRANSIT SYSTEM HAS COME A LONG WAY IN THE 7 YEARS THAT I HAVE BEEN A PATRON-I'M A BIG FAN OF ALL OF THE IMPROVEMENTS	Positive Feedback
PARK CITY BUS IS SO HELPFUL AND ALL THE DRIVERS IS SO KIND	Positive Feedback
IT WAS A LIKE TO ANSWER THIS QUESTIONS THANKS	Positive Feedback
NO IS OK I'M SO GREATFUL FOR THESE BUSES TO TAKE ME TO AND FROM WORK-APPRECIATE IT ALOT-GREAT JOB	Positive Feedback
WORKING IN PARK CITY JUST FOR THE WINTER SEASONS-THANK YOU ALL FOR YOUR WONDERFUL SERVICE	Positive Feedback
I LIKE HOW IT IS FREE-I LIKE HOW IT IS EASY TO USE	Positive Feedback
YOU ARE PROVIDING A GREAT SERVCE-AS A TEACHER I	Positive Feedback

NEED TO BE AT SCHOOL BEFORE 7:45-WINTER SEASON SCHEDULE IS GREAT	
GOOD DRIVERS-THEY ARE SO KIND-GOOD SERVICE	Positive Feedback
I DO ENJOY RIDING THESE BUSES I HAVE MET SOME WONDERFUL DRIVERS IT WAS A GREAT EXPERIENCE	Positive Feedback
CAME TO VISIT FRIENDS IN SUMMIT PARK LOVE THE SERVICE SHE DROPS ME OFF ON WAY TO WORK AT 8:00 AM FOR THE DAY	Positive Feedback
LIKE THE AVAILABILITY OF BUSES	Positive Feedback
YOU HAVE FRIENDLY AND PROFESSIONAL DRIVERS	Positive Feedback
LOVE THE BUS SYSTEM IN PARK CITY	Positive Feedback
GREAT SERVICE	Positive Feedback
I ENJOY THE GOOD BUS SERVICE	Positive Feedback
I APPRECIATE THE PC TRANSIT SERVICE	Positive Feedback
FIRST TIME VISITOR TO PC LOVE THE BUS SYSTEM MEANS I DID NOT RENT A CAR-I MEET PEOPLE MORE ECO FRIENDLY APPRECIATE THE BUS SERVICE	Positive Feedback
APPRECIATE THE SERVICE ESPECIALLY ON SNOWY DAYS	Positive Feedback
LOVE THE BUS SYSTEM	Positive Feedback
GREAT EXPERIENCE	Positive Feedback
EXCELLENT SERVICE-GREAT GREEN DISCIPLINE WITH BUSES	Positive Feedback
IT IS VERY HELPFUL HAVING FREE PUBLIC TRANSPORTATION-THANK YOU	Positive Feedback
IT'S VERY USEFUL THAT THE RIDES ARE FREE- ESPECIALLY FOR PEOPLE LIKE ME WHO TAKE 3 BUSES EVERY DAY TO GET TO WORK-SO THANK YOU	Positive Feedback
DIAL N RIDE & DO THE ADMINIST PEOPLE (CASEY) DO A FANTASTIC JOB THEY ALL ANSWER ANY QUESTIONS & ADDRESS MY NEEDS. BEST BUS DRIVERS DO THEM ARE PLEASANT DO SAME.	Positive Feedback
GREAT SERVICE-MAPS ARE CLEAR	Positive Feedback
AWESOME PUBLIC TRANSPORTATION & IT'S FREE	Positive Feedback
I CURRENTLY LIVE IN CHICAGO & AM VERY IMPRESSED WITH THE CLEANLINESS & TIMELINESS AND COMFORT OF PARK CITY TRANSIT AND WAS VERY SURPRISED THAT IT IS FREE	Positive Feedback
NOT REALLY AT THIS TIME-BEING A NEW RIDER I AM TOO MUCH OF A NEWBY TO COGENTLY COMMENT	Positive Feedback
MY NAME IS TIMOTHY JAMES VAUGHN I AM FROM SAN ANTONIO TX I APPRECIATE YOU METRO SERVICE	Positive Feedback
WE HAVE THOROUGHLY ENJOYED USING THE BUS SYSTEM-DRIVERS ARE EXTREMELY COURTEOUS & FRIENDLY	Positive Feedback
GREAT JOB-THANK YOU	Positive Feedback
THANK YOU FOR THE MANY YEAR OF GREAT SERVICE	Positive Feedback
THANKS SO MUCH FOR A GREAT RIDE	Positive Feedback
LOVE THE WEBSTER/THAYNES	Positive Feedback
USES ARE AWESOME	Positive Feedback
THIS IS A GREAT SERVICE	Positive Feedback

EXCELLENT SERVICE UNPARALLED ELSEWHERE	Positive Feedback
DRIVERS ARE FANTASTIC & VERY HELPFULL	Positive Feedback
LOVE THE BUSES AND THE COURTEOUS DRIVERS	Positive Feedback
EXCELLENT SERVICE	Positive Feedback
FAST FRIENDLY SERVICE-EASY TO GET AROUND	Positive Feedback
LOVE THE APP-BEAVER CREEK CO TRANSIT HAS SKI RACKS IN BACK OF SHUTTLE & YOU CAN CALL A SHUTTLE TO AN ADDRESS FROM THE APP W/ETA	Positive Feedback
FEEDBACK	
ALL SEEMS GOOD	Positive Feedback
GREAT BUS SERVICE-HAVE BEEN COMING HERE FOR YEARS	Positive Feedback
I AM BLOWN AWAY BY THE QUALITY OF YOUR TRANSIT SYSTEM-YOU ARE A ROLE MODEL TO OTHER MUNICIPALITIES. THANK YOU STORAGE FOR SKI GEAR	Positive Feedback
LOVE THE FREE BUSES-IT'S WHY WE DIDN'T RENT A CAR-DRIVERS ARE GREAT	Positive Feedback
IT IS REALLY GREAT THAT THE #10 IS ELECTRIC-IT DRIVES GREAT & IS SO GREAT FOR THE ENVIRONMENT	Positive Feedback
SERVICES SEEM PRETTY GOOD NOT AWARE OF COST OR WHERE THE \$ COMES FROM TO SUPPORT	Positive Feedback
I WANT CONGRATULATE THE BUSES-IT'S ALWAYS BEEN AN EXCELLENT SERVICE IN ALL WAYS	Positive Feedback
EXCELLENT SERVICE	Positive Feedback
THIS IS OUR FIRST EXPERIENCE WITH PC TRANSIT VISITING FOR SPRING BREAK FAMILY VACATION & WE ARE SUPER IMPRESSED AT EASE OF THE SYSTEM	Positive Feedback
LOVE THE SERVICE-HAS MADE OUR VACATION VERY ENJOYABLE	Positive Feedback
GREAT BUS SERVICE VERY CONVENIENT FOR SKIERS	Positive Feedback
OVERALL EXCELLENT SERVICE JUST WISH YOU WENT TO A FEW MORE AREAS	Positive Feedback
THE CURRENT SERVICE TO KIMBALL JCT ROCKS KEEP UP THE GREAT WORK	Positive Feedback
THANKS	Positive Feedback
FOR ME YOUR TRANSPORT SERVICE IS VERY GOOD	Positive Feedback
THANK YOU	Positive Feedback
I LOVE THE APP VERY USEFUL	Positive Feedback
THANK YOU VERY MUCH FOR THIS AMAZING SERVICE-IT MADE MY TIME HERE MUCH BETTER DON'T CLOSE ST MARY'S STOP DURING SUNDANCE PLEASE-I GOT STRANDED	Positive Feedback
REALLY NICE CLEAN TROLLEY THANK YOU	Positive Feedback
GOOD TRATS OF THE DRIVERS. ALWAYS DISPISTOR TO HELP	Positive Feedback
NO THANK YOU	Positive Feedback
GOOD SERVICE	Positive Feedback
GREAT BUS	Positive Feedback
VERY HELPFUL-CONVENIENT TRANSPORTING TO PLACES THANK YOU PARK CITY TRANSIT-GREAT	Positive Feedback

WINTER	
KEEP PARK CITY TRANSIT OPERATION THIS IS VERY USEFUL	Positive Feedback
EXCELLENT SERVICE THANK YOU	Positive Feedback
THE BUS IS GREAT	Positive Feedback
LOVE THE SERVICE	Positive Feedback
NOPE BUS IS FREE SO NO COMPLAIN	Positive Feedback
LOVE THE LIME BUS!	Positive Feedback
LIME ROUTE GREAT! USED IT 95% OF WINTER ONLY 5% CAR	Positive Feedback
WE LOVE IT!	Positive Feedback
VERY USEFUL SERVICE	Positive Feedback
THANKS FOR ALL	Positive Feedback
I LOVE YOUR SERVICE THANK YOU SO MUCH!	Positive Feedback
GREAT SERVICE! THANK YOU!	Positive Feedback
KEEP UP THE GREAT WORK	Positive Feedback
THANK YOU FOR THE SERVICE!	Positive Feedback
THIS BUS SERVICE IS GREAT AND MAKES THE TOWN VERY ACCESABLE	Positive Feedback
GREAT SERVICE SO FAR!	Positive Feedback
GREAT BUS SERVICE GREAT EMPLOYEES	Positive Feedback
GREAT JOB! EASY REALIBEBLE & DRIVERS VERY FRIENDLY.LEFT BACKPACK ON THE BUS & GET IT BACK THE NEXT DAY	Positive Feedback
LOVE THAT IT IS FREE	Positive Feedback
ALL GOOD	Positive Feedback
NO	Positive Feedback
GREAT SERVICE!	Positive Feedback
BUS SERVICE HAS BEEN EXCELLENT. FAST FRIENDLY SERVICE	Positive Feedback
LOVE IT	Positive Feedback
GOOD SERVICE	Positive Feedback
KUDOS TO PARK CITY LOCAL GOVERNMENT FOR MAKING THIS FREE TRANSPORTATION FOR EVERYONE ITS A BIG HELP	Positive Feedback
YOU USE TO HAVE DIRECT RIDE TO TRANSIT FORM PROSPECTOR SQ ON A LINE BUS.THAT WAS GREAT FOR WORKERS WHO NEED TO TRANSFER AT P.C. TRANSIT CENTER	Positive Feedback
THE BUS DRIVERS ARE REALLY NICE. THEY ARE VERY PATIENT	Positive Feedback
NO BUS DRIVER ARE REALLY NICE	Positive Feedback
VERY GREAT SYSTEM	Positive Feedback
WE LOVE THE BUSES-KEEP THEM GOING!	Positive Feedback
BEST BUS SERVICE I HAVE TAKEN IN ANY CITY! I LIVE IN BOSTON I TAKE PUBLIC TRANSIT FREQUENTLY AND THIS IS MUCH BETTER!	Positive Feedback
LOVE ALL THE PUBLIC TRANSIT SYSTEM IN PARK CITY	Positive Feedback
BUS DRIVER WAS FRIENDLY	Positive Feedback
LOVE TROLLEY	Positive Feedback

YOU GUYS ARE AWESOME DRIVES SHOULD BE ALLOWED TO ACCEPT TIPS (NOT DONATIONS ONLY)	Positive Feedback
NO PROBLEM	Positive Feedback
I CAN'T SAY ENOUGH GOOD THINGS ABOUT PC TRANSIT.I RIDE THE BUS MULTIPLE TIMES PER WEEK THROUGHOUT THE YEAR.AS A FULL TIME RESIDENT.I ENCOURAGE OTHER LOCALS TO DO THE SAME. THX KEEP UP THE GREAT WORK!	Positive Feedback
IT'S GREAT!	Positive Feedback
MEGASTA TO USE THE TRANSPORTATION IS VERY COMMON	Positive Feedback
BUS EMPLOYEES INTO TOWN	Positive Feedback
GOOD SERVICE OVER ALL!!	Positive Feedback
THANKS FOR THE GREAT BUS SERVICE	Positive Feedback
VERY USEFUL-THE CHOFEVRE ARE VERY (?) I LOVE PARK CITY	Positive Feedback
THANK YOU	Positive Feedback
EXC SERVICE	Positive Feedback
THE YELLOW BUS SERVICE IS EXCELLENT. BUS DRIVERS ARE REALLY NICE!I ALSO USE THE RED BUS AND IT'S NEVER BEEN ON TIME DURING THE WHOLE SEASON	Positive Feedback
THE TRANSPORTATION SERVIAO IS VERY GOOD, IT ALWAYS COMES IN TIME, LOCAL EASY MASSAGE OUR VISAYE AND THE DRIVERS / THEY ARE ALWAYS VERY AMAGIES	Positive Feedback
MUY BUENOS	Positive Feedback
I AM GREATFUL FOR THE KAMAS COMUTOR IT ENABLES ME TO TAKE MORE WORK IN KAMAS	Positive Feedback
THIS BUS SERVICE IS THE BEST	Positive Feedback
WILL MISS THE YELLOW BUS AFTER 4/7/19; IT IS ALWAYS ON TIME	Positive Feedback
ALL IN ALL I'M VERY GRATEFULE FOR THE BUS SYSTEM SERVICE IS GREAT,KEEP THE GOOD WORK!MAYBE YOU SHOULD PUT A BUS ONLY FOR SKIERS/SNOWBARDERS AS THEY SOMETIMES MAKE THE SERVICE SLOWER AND BOTHERS SOME PEOPLE WITH ALL THEIR EQUIPMENT	Positive Feedback
EXCELLENT TRANSPORTATION TOO	Positive Feedback
SO NICE TO HAVE A FREE SHUTTLE TO GET A ROUND. GREAT PARK OF VISITING	Positive Feedback
THIS BUS SYSTEM RODES IT IS THE GREATEST YOU CAN NOT IMPROVE IT	Positive Feedback
NO IMPROVEMENT NEEDED	Positive Feedback
APPRECIATE THE SERVICE/NO COST KEEPS MY CAR AFFORD	Positive Feedback
VERY CONVENIENT	Positive Feedback
KEEP UP THE GOOD WORK!	Positive Feedback
SUPPER CONVENIENT	Positive Feedback
GREAT PROGRAM FRIENDLY DRIVERS	Positive Feedback
LOVE THE FREE BUS!	Positive Feedback
THIS IS AN AMAZING SERVICE THANK YOU SO MUCH!	Positive Feedback

LOVE THE BUS	Positive Feedback
THANKS FOR THE RIDES	Positive Feedback
VERY GOOD	Positive Feedback
PARKING AND TRAFFIC IS SO POOR IN PC HAVE TO TAKE BUS TRANSIT	Positive Feedback
SO FAR SO GOOD! DRIVER WAS VERY NICE AND HELPFUL	Positive Feedback
PC TRANSIT IS THE BEST PUBLIC (AND FREE) TRANSIT SYSTEM I'VE EVER RIDDEN-CLEAN-ORGANIZED EFFECIENT-THANKS UTA	Positive Feedback
THANK YOU FOR YOUR SERVICE	Positive Feedback
NOT AT THE MOMENT	Positive Feedback
THIS IS MY FIRST TIME IN PARK CITY-I THINK THERE IS THE COOLEST PLACE BECAUSE OF THE FREE BUS RIDE-THIS BUS HAS REALLY MAKE ME ALOT OF SAVINGS-THANK YOU	Positive Feedback
12 FROM PC 9AM TO PC	Positive Feedback
I AM SATISFIED WITH PARK CITY BUS	Positive Feedback
I LIKE AND USE THE BUS VERY MUCH	Positive Feedback
THE BUS IS A LIFE SAVER IT ALLOWS ME TO GO MOST PLACES WHERE I WOULDN'T BE ABLE TO WALK TO	Positive Feedback
I LOVE WORKING IN PARK CITY	Positive Feedback
THANK YOU FOR THE BUS SERVICE	Positive Feedback
IT IS A GOOD SERVICE	Positive Feedback
I HAD AN EXCEPTIONAL EXPERIENCE HERE WITH THE TRANSIT SYSTEM-KEVIN-JAVIER & MURDOUGH WERE VERY SKILLED DRIVERS AS WELL AS JUST VERY KIND PEOPLE-THANK YOU	Positive Feedback
AS A VISITOR HAVING THE TRANSIT SYSTEM IS GREAT FOR GETTING AROUND	Positive Feedback
ENJOY THE BUS SERVICE-BUS DRIVERS WITH RARE EXCEPTION ARE COURTEOUS & HELPFUL	Positive Feedback
LOVE THE SERVICE KINKS BUT ITS FREE WHICH MAKES IT BETTER THAN DRIVING & ULTRA CONVENIENT WHEN CAR IS BROKEN/IN SHOP	Positive Feedback
VERY HELPFUL TO PEOPLE WITH LIMITED MOBILITY	Positive Feedback
TODE WELL	Positive Feedback
GREAT BUS SERVICE	Positive Feedback
LOVE THE BUS CLEAN-FREINDLY DRIVERS-FREQUENT TIMES-NEVER WAITING LONG	Positive Feedback
ALWAYS GOOD SERVICE	Positive Feedback
LOVE THE BUS-THANK YOU	Positive Feedback
LOVE YOUR SERVICE WE ARE FROM SCOTSDALE	Positive Feedback
WE LOVE THE BUSES-WE USE THEM MORE IN THE WINTER (14-20/WK) BUT PLEASE KEEP UP THE SUMMER WYATT EARP RED BUS	Positive Feedback
THE BUSES ARE GREAT BUT I'M A BIT SAD WITH THE NEW 7 PINK ROUTE	Positive Feedback
BEST PUBLIC BUS I HAVE EVER EXPERIENCED-THANK YOU BUS DRIVERS	Positive Feedback

I'M SATISFIED WITH BUSES	Positive Feedback
VISITOR-LOVE THE BUS	Positive Feedback
I APPRECIATE FREE BUSES IN PARK CITY-DRIVERS ARE ALWAYS NICE	Positive Feedback
VERY GOOD TRANSPORTATION SYSTEM	Positive Feedback
ENJOY USING THIS FANTASTIC SYSTEM GREAT DRIVERS	Positive Feedback
LOVE THE PUBLIC TRANSIT-IT WAS PART OF THE REASON WE BOUGHT OUR PROPERTY	Positive Feedback
GREAT SERVICE	Positive Feedback
FOUND THIS TRIP EASY TO TAKE-LOOKED AT MAP & BUS CAME QUICKLY	Positive Feedback
THIS WAS A VERY WELL THOUGHT OUT SURVEY. THANKS	Positive Feedback
GREAT JOB PC	Positive Feedback
WE LOVE YOUR FREE BUS SERVICE AND FRIENDLY HELPFUL DRIVERS	Positive Feedback
YOU DISCONTINUED SHUTTLE FROM HOME YARD-HARDSHIP FOR MAIN ST EMPLOYEES	Positive Feedback
IT'S AMAZING YOU PROVIDE RIDING THE BUS AS COMPLIMENTARY	Positive Feedback
GOOD SERVICE REALLY APPRECIATE FOR THIS	Positive Feedback
LOVELY STAFF GREAT SERVICE	Positive Feedback
NOPE-EVERYTHINGS GOOD	Positive Feedback
PC HAS BEST PUBLIC TRANSIT THAT I HAVE USED	Positive Feedback
GREAT WORK	Positive Feedback
PC TRANSIT IS AMAZING AND VERY EFFICIENT	Positive Feedback
LOVE THE BUS SERVICE-SO EASY OUR KIDS RIDE A LOT WHEN THEY DON'T WANT TO HIKE BACK UP-WISH OUR DOG COULD RIDE	Positive Feedback
VERY HELPFUL	Positive Feedback
1ST TIME TO PARK CITY-BUS WAS GREAT	Positive Feedback
VERY NICE	Positive Feedback
IT'S REALLY NICE THAT THE RIDES ARE FREE AND THE BUS HAS BEEN CLEAN	Positive Feedback
VERY FRIENDLY SERVICE THANK YOU	Positive Feedback
THANK YOU LOVELY SERVICE	Positive Feedback
WE ARE TOURIST AND HAVE BEEN VERY HAPPY WITH THE BUS-FREE FREQUENT AND FRIENDLY DRIVERS	Positive Feedback
THIE BUS IS VERY USEFUL AND THE DRIVERS ARE VERY FRIENDLY	Positive Feedback
BUS RIDES ARE ALWAYS COMFORTABLE DRIVERS ARE MOSTLY HELPFUL/FRIENDLY	Positive Feedback
POLISH T-1 SUMMER VISITOR-ENJOYING PC PALO WC TRANSPORT	Positive Feedback
NO-GREAT SERVICE	Positive Feedback
ENJOY RIDING AND MEETING PEOPLE	Positive Feedback
I LOVE THE TRANSIT SERVICE-VERY COMFORTABLE	Positive Feedback
THERE IS NO REASON FOR BAD COMMENT-THANK YOU TRANSIT SERVICE	Positive Feedback
THANK FOR FREE RIDE-NEVER SAW SOMETHING LIKE	Positive Feedback

THIS	
EXCELLENT SERVICE-I AM FROM INDIA I LOVE THE WAY IT DELIVER THE BUSES-THANK YOU	Positive Feedback
THANKS-	Positive Feedback
I USE THE BUS INFREQUENTLY AS A MTN BIKE SHUTTLE	Positive Feedback
I LIKE THAT IS A FREE TRANSPORTATION	Positive Feedback
YOUR BUS SERVICE WAS CONVENIENT & EASY TO USE- THE DRIVERS WERE FRIENDLY AND HELPFUL	Positive Feedback
TANK YOU FOR THE FREE TRANSPORTATION	Positive Feedback
9 PUR-IS CRITICAL FOR MDV ASSOCIATES & AVID BIKERS	Positive Feedback
PARK CITY IS GOOD PLACE TO MAKE A FUN (?) YOUR FREE TIME-EXACTLY BECAUSE OUR IS QUITE OFTEN	Positive Feedback
THANK YOU FOR OPPORTUNITY TO USE PUBLIC TRANSPORTATION FOR FREE-IT WOULD BE MORE USEFULL IF LINE NUMBER 6 WOULD RIDE LATER ALSO BECAUSE A LOT OF PEOPLE ARE WORKING IN VALLEY	Positive Feedback
I AM VERY SATISFIED	Positive Feedback
THANKS FOR THE SURVEY	Positive Feedback
HAVE ENJOYED FREE BUS SERVICE-VERY EASY TO USE	Positive Feedback
LOVE THE BUS SERVICE-DRIVERS ARE ALWAYS INCREDIBLY FRIENDLY	Positive Feedback
LOVE THAT IT'S FREE	Positive Feedback
KEEP UP THE GOOD WORK	Positive Feedback
THANK YOU FOR YOUR FREE SERVICE-PC TRANSIT	Positive Feedback
PLEASE CONTINUE WITH THE BUS TO/FROM KAMAS- THE BUS IS A LIFESAVER FOR ME ESP IN THE WINTER-I WILL BE WORKING AT THE HOSPITAL SOON SO PLEASE CONTINUE THIS SERVICE-	Positive Feedback
WE LOVE PARK CITY TROLLYE-IT'S BEEN A HIGHLIGHT EVERY YR WE'VE COME (MORE THAN 25+ YRS NOW)	Positive Feedback
GREAT RIDE	Positive Feedback
LOVE THE TROLLEY DRIVERS	Positive Feedback
VERY NICE. THANK YOU	Positive Feedback
AWESOME TROLLYE	Positive Feedback
NICE PLACE-BEAUTIFUL	Positive Feedback
GREAT SERVICE FOR VISITORS	Positive Feedback
PARK CITY TRANSIT IS AMAZING-HI PARKER	Positive Feedback
GREAT TROLLEY	Positive Feedback
WE LOVE THE BUS SERVICE-ANY PLANS FOR SERVICE TO QUINN JCT OR SILVER CREEK COMMONS	Positive Feedback
GREAT SERVICE ESPECIALLY THAT ITS FREE	Positive Feedback
THANK YOU SO MUCH FOR ALL YOUR HARDWORK AND QUALITY SERVICE	Positive Feedback
VERY CONVENIENT SERVICE HAPPY TO USE THE BUS SO I DON'T HAVE TO FIND PARKING IN OLD TOWN	Positive Feedback
AWESOME SERVICE	Positive Feedback
VERY COMFORTABLE AND WE AVOIDED ALL THE PARKING HEADACHES	Positive Feedback
THANK YOU FOR YOUR SERVICE-LOVE YOU	Positive Feedback

EXCELLENT	Positive Feedback
GO VERY GOOD TIME	Positive Feedback
GOOD JOB	Positive Feedback
REALLY NICE-GREAT RIDE	Positive Feedback
LOVE FREE FOR US TOO MANY CARS IN PC	Positive Feedback
LOVE IT-BEEN RIDING FOR OVER 25 YEARS-PLEASE BRING BACK EXTERIOR SKI HOLDERS IN WINTER	Positive Feedback
WE LOVE THE BUS IT'S EASY AND FREE	Positive Feedback
GREAT DRIVERS	Positive Feedback
YOU ARE DOING A GREAT JOB GETTING PEOPLE AROUND	Positive Feedback
THANK YOU FOR THE FREE RIDES WHEN I NEED THEM	Positive Feedback
THANKS-MORE ELECTRIC BUSES	Positive Feedback
NICE SERVICE-GREAT DRIVERS	Positive Feedback
LOVE THE BUS SERVICE	Positive Feedback
MOSTLY USE IT FOR BIKING I THINK THE ABILITY TO USE BTHE BUS AS A SHUTTLE FOR ME MAKES PC SPECIAL	Positive Feedback
NONE SO FAR-GLAD THERE'S A CITY BUS AROUND TOWN-MAKES ME HELP TO SAVE MONEY RATHER THAN TAKING UBER/LYFT	Positive Feedback
THANK YOU ONLY FOR THE SERVICE IS VERY USEFUL THANKS	Positive Feedback
THANK YOU FOR THE SAFE TRAVEL-GOD BLESS YOU ALL	Positive Feedback
I TAKE THE BUS ALL THE TIME SO I DON'T HAVE TO PAY FOR PARKING	Positive Feedback
THANK YOU BUS DRIVERS	Positive Feedback
GREAT BUS SERVICE THANK YOU SO MUCH	Positive Feedback
THANKS FOR TAKING ME & MY BIKE UP	Positive Feedback
THIS BUS IS VERY HELPFUL AND CONVENIENT PLUS A FREE RIDE	Positive Feedback
EARLIER BUS SERVICE-I JUST WANNA THANK AND APPRECIATED FINE BUS DRIVERS OF PINK BUS BECAUSE THEY STOP WHEN I NEEDED A RIDE SO EARLY IN THE MORNING	Positive Feedback
YA GUYS ARE AWESOME FOR HAVING A FREE BUS	Positive Feedback
I LOVE THE FREE BUS SYSTEM	Positive Feedback
GREAT FREE PUBLIC SERVICE-MOST BUS DRIVERS ARE VERY PATIENT WITH MY QUESTIONS AND PROVIDE THE INFO I NEED-THANK YOU	Positive Feedback
LOVE IT-USE IT ALL THE TIME-DRIVERS HAVE BEEN GREAT	Positive Feedback
BUS IS SUPER CONVENIENT-NO EXPENSIVE PARKING DOWNTOWN-LOVE THAT ITS ELECTRIC	Positive Feedback
I LOVE PARK CITY TRANSIT ONLY THING YOU DON'T HAVE IS LATE BUS-THANK YOU	Positive Feedback
VERY CLEAN & CONVENIENT	Positive Feedback
YOUR SERVICE ARE GOOD FOR THE FIRST TIME I SEE GOOD AND WELL ORGANIZED BUS SERVICES	Positive Feedback
VERY GRATEFUL FOR PC TRANSIT	Positive Feedback

EASY BUS DRIVERS HAVE BEEN VERY HELPFUL TO GET TO CORRECT BUS-CONFUSING WHICH BUS LINE TO USE BECAUSE THERE ARE SO MANY	Positive Feedback
GREAT SERVICE-I LOVE THE E-BASES A FEW MORE BIKE SPOTS WOULD BE GREAT-THANK YOU	Positive Feedback
THANK YOU FOR OFFERING FREE MTN BIKE SERVICE IT IS AWESOME AND I REALLY APPRECIATE IT	Positive Feedback
LOVE THE BUS SYSTEM-I HAVE USED IT FOR 18 YEARS I VERY MUCH APPRECIATE IT-ESPECIALLY THE ELECTRIC THAT RUNS EVERY 10 MINUTES	Positive Feedback
I LIKE THE BUS SYSTEM IN GENERAL-ITS FAST AND COVERS A LIRAITY OF AREAS BUT IT WOULD BE NICE TO HAVE A BUS STOP BY THE SUN PENCK CLUB HOUSE	Positive Feedback
KEEP EMPROVING WE ARE GRATEFUL	Positive Feedback
LIKE THE SERVICE	Positive Feedback
THANK YOU FOR THE FREE RIDES-VERY HELPFUL	Positive Feedback
PLEASE INVEST IN THIS FREE ENVIRONMENTALLY FRIENDLY SERVICE-I'M HAPPY TO BE TAXED FOR IT	Positive Feedback
LOVE #10	Positive Feedback
I HATE TRAFFIC & DIFFICULT PARKING SO THIS IS A REALLY NICE OPTION	Positive Feedback
I LOVE PC WHAT DO WE NEED TO MAKE IT RIGHT	Positive Feedback
IT'S GOOD.NO COMPLAINTS	Positive Feedback
IF THANK YOU-FOR PROVIDING THIS SERVICE FREE-IT IS VERY USEFUL GRASIAS	Positive Feedback
THANK YOU VERY MUCH FOR THIS SURVEY AND ASKING. I APPRECIATE THAT IT IS FREE. IF THE BUS WAS MORE FREQUENT I WOULD USE IT MORE OFTEN	Positive Feedback/Frequency
WE LOVE THE BUS-DRIVERS ARE NICE SOMETIMES LATE OR EARLY WHICH CAUSES ISSUES FOR US W/KIDS	Positive Feedback/Reliability
BROWN BUS SCHEDULE IS OFTEN LATE BUT THE PUBLIC TRANSPORTATION IS STILL GREAT AND SUPER USEFUL	Positive Feedback/Reliability
EXCELLENT SERVICE-I WOULD LIKE THE 'OLD' BROWN TO SESUME	Positive Feedback/Service Change Request
ASKING BACK FOR THE 7 PINK TO GO TO SILVER LARK IT BETTER. THANK FOR THE BUS SERVICE	Positive Feedback/Service Change Request
THE BUS NUMBER 2 (RED) WORK VERY BAD EVERYTIME IS LATE	Reliability
THE PINK SCHEDULE IS TERRIBLE-IT DOESN'T LINE UP WITH ANYTHING.I'M REGULARLY WAITING 20-30 MINS FOR A BUS AFTER THE PINK OR THE PINK ITSELF	Reliability
JUST TRY TO BE ON TIME AND FOR GODS SAKE STOP SKIPPING ROUTE TIME (THE BUS DOES NOT SHOW FOR ONE OF ITS SCHEDULED TIMES)	Reliability
THE RED ALWAYS IS LATE	Reliability
ADD ANOTHER BUS TO THE RED ITS ALWAYS RUNNING BEHIND	Reliability

TOO MANY CLOSE BUS STOPS-EG LIQUER STORE TO POLICE STATION AND PROSPECTOR & PARK AVE LESS STOPS COULD IMPROVE SPEED	Reliability
SERVICE IS VERY GOOD IN THE MORNING FOR GETTING FROM FRESH MARKET TO PC CONNECT-BETTER COMMUNICATION ON BAD WEATHER DAYS ABOUT BUSES RUNNING LATE DAYS AND LIVE BOARD ON STOP	Reliability
THE RED BUS SOMETIMES IS NOT ON TIME IT COMES EARLY	Reliability
THE RED LINE HAS UNRELIABLE SCHEDULES	Reliability
6 LIME FREQUENCY IS LATE	Reliability
9 PURPLE IS A GREAT SERVICE KIND AND ON TIME-10 WHITE IS GOOD-FREQUENT-6 LIME IS FRECUENTLY LATE	Reliability
PLEASE MAKE THE SCHEDULE MORE CONSISTENT FOR LIME IN THE AFTERNOON IT IS PRETTY MUCH ALWAYS LATE	Reliability
BUSES TYPICALLY RUNNING LATE IN AFTERNOON LIME ROUTE PARTICULARLY INCONSISTENT AT THAT TIME	Reliability
DRIVERS SHOULD USE BUS LANE TO MERGE INTO TRAFFIC LANE WHEN LEAVING A STOP-IT WOULD HELP THEM STAY ON SCHEDULE MORE EASILY-SOME DRIVERS SET UNTIL THERS NO TRAFFIC	Reliability
JUST WANT MORE RELIABLE SERVICE-LATELY IT HAS IMPROVED BUT I WORK AT PC AND MISS THE CONNECT	Reliability
ARRIVAL TIME FOR EVERY BUS AT EACH BUS STOP	Reliability
RED ALWAYS LATE	Reliability
THE RED BUS SUCKS EVERYDAY WHEN THE SKI RESORTS CLOSE IT ALSO DOES NOT PASS 711	Reliability
DON'T CHANGE BUS STOP FOR PC HS ON SUND?? MISSED BUS AND WAS LATE TO WORK SEVERAL TIMES CAUSE BUS DIDNT GO TO THE CORRECT PLACES	Reliability
LIKE GREEN BUS ROUTE ALSO USE THE DV BUS AND ALL SEEM TO COME 1-2-3 IN A ROW & THEN LOOOONG WAIT. WATCH IT GO UP WAIT FOR IT COME BACK AROUND. DOES GREEN BUS NEED TO GO TO DEER VALLEY?	Reliability
IN THE AFTERNOON 1 RED SOMETIME DON'T COME ON TIME	Reliability
SOMETIME THE ONE RED DOESN'T RUN ON TIME	Reliability
RUN MORE ON TIME GETTING TO THE POSTED STOPS	Reliability
WAITED FOREVER 30 PLUS MINUTES AT THE TOWN LIFT PARK AVE STOP FOR A RED BUS COULD OF ??	Reliability
THE TROLLEY SOMETIMES DOESN'T SHOW UP AND ALWAYS STOP WORKING BEFORE ITS SUPPOSE (11 PM)	Reliability
TIME ON BUS STOP OF ARRIVAL	Reliability
STOP AT SILVER STAR. BUSES NEED TO RUN ON TIME	Reliability
6 LIME FREQUENTLY DELAYS	Reliability
THE RED LINE HAS BEEN CONSISTENTLY LATE DURING MY 3 WEEKS IN PARK CITY	Reliability
RUN ON TIME ALWAYS-DON'T BE EARLY	Reliability

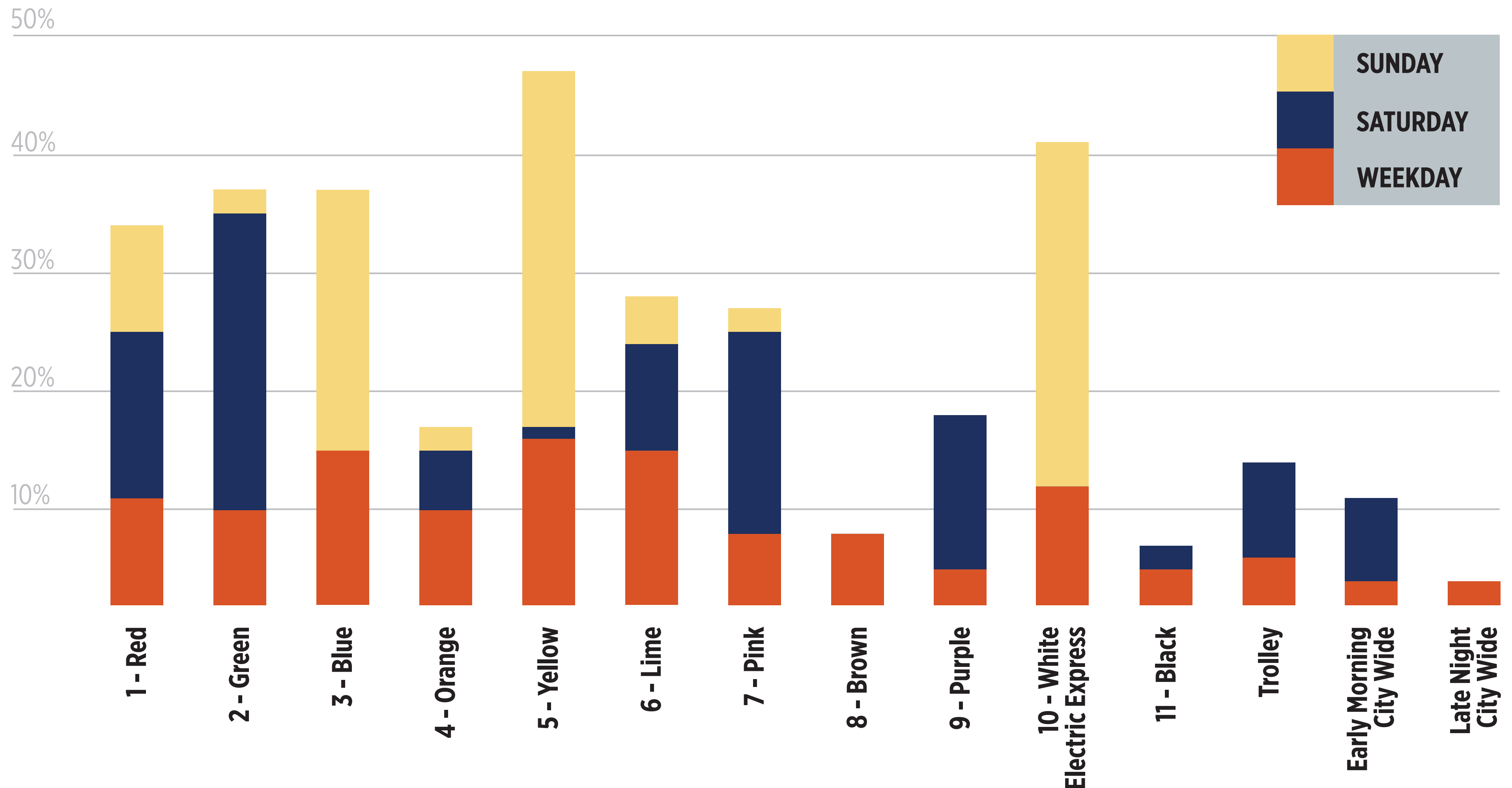
PLEASE FIX THE TIMES BECAUSE I TAKE THE BUS TO SCHOOL & TAKING PC TRANSIT IS NICE & BETTER- PLEASE FIX THE 7 TIME TO BACK INTO TOWN EVEN FRESH MARKET AT LEAST-PINK	Reliability
USED TO USE BLUE BUS A LOT IN WINTER-LAST FEW YEARS ITS NEVER ON TIME-HAVE WAITED >1 HR-TODAY ORANGE BUS 5 MIN LATE ON 1ST RUN	Reliability
10 NO RESPECTING THE SCHEDULE	Reliability
WHITE EXPRESS ON 6/26 WE GOT OFF THE BUS AT THE TRANSIT CENTER NEAR WALMART HOPING TO CATCH THE LIME BUS WHICH WAS IN THE PARKING LOT BUT THE LIME LEFT-IF A BUS ARRIVES AT THE TRANSIT CENTER GIVE PASSENGERS TIME TO TRANSFER OR MAKE SURE NONE OF THEM WANT TO TRANSFER	Reliability
BUSES DON'T RESPECT THE SCHEDULES	Reliability
PLEASE IMPROVE THE APP & BEING ON TIME-THE BUS DRIVERS ARE ALWAYS FRIENDLY I LIKE THAT-INCREASE BUSES DURING PEAK TIMES SO THEY STAY ON SCHEDULE	Reliability/Mobile App Complaint
IF YOU CAN LIKE THE APPLICATION PLACING THE TEMPO ENQUE IN TEMPO (DONE E MINUTES) ?? THE SIERENTE BUS E DEOR ARRIVED 11:23 11:48 NOT IN ????	Reliability/Mobile App Complaint
WISH THE WHITE WAS MORE RELIABLE & ACTUALLY WAS EVERY 10-15 MINUTES-THE LIME HAS BEEN GREAT ADDITION FOR COMMUTING TO WORK.	Reliability/Positive Feedback
GREAT SERVICE THANK YOU-THE DRIVERS ARE VERY FRIENDLY AND IS WONDERFUL TO SEE SO MANY WOMEN DRIVING-THE ONLY PROBLEM IS THE TIME TABLE OF THE RED LINE-IT'S NEVER ON TIME	Reliability/Positive Feedback
BUS IS GREAT!SOMETIMES SERVICE FROM PC MT LATE IN DAY (4PM)IS QUITE DELAYED.ALL DRIVERS ARE VERY FRIENDLY AND THE BUS IS SUCH A GOOD SERVICE	Reliability/Positive Feedback
STOP AT MANATORY STOPS TO STAY ON TIME-IE RAGUET CLUB A LOT OF RUN THROWS THIS WINTER	Reliability
MAKE BROCHURES AND TIME TABLES AVAILABLE WELL IN ADVANCE OF CHANGES	Service Change Request
TAKE OUT 1 18	Service Change Request
KEEP OUR RED BUS ROUTE TO WYATT EARP YEAR ROUND	Service Change Request
#7 PINK RTE SCHEDULE NEEDS IMPROVEMENT-CANYONS NEEDS OWN CIRCULATOR NOT #7 GOING INTO VILLAGE-THERE IS NOT ENOUGH SERVICE ALONG 224 IN THE CITY OR COUNTY-VAN DOORS ON COUNTY REDSTONE & WEST CIRCULATOR ARE HARD FOR PASSENGERS TO OPEN	Service Change Request
IT GETS BETTER EVERY YEAR BUT MORE TO GO-MAKE IT TWO BUSES FROM KIMBALL TO PV	Service Change Request
GOD SPEED ONE ADDITIONAL #10 EXPRESS PER HOUR	Service Change Request
SKI OR SOME PLAN WITH RESORTS FOR LOCKER DISCOUNTS FOR TRANSIT PATRONS	Service Change Request

FROM NEW PARKING LOT ON RT 86 PROVIDE ADDITIONAL TRANSIT OTHER THAN THE TWO STOPS AT CANYONS AND PARK CITY SKI BASE AREAS	Service Change Request
I WOULD LIKE A PURPLE TO RUN YEAR ROUND NOT ONLY SUMMER AND WINTER	Service Change Request
IMPROVE THE RED VATA THAT IS MORE COFFABLE THE HERA DE LA VATA	Service Change Request
AN EXPRESS ROUTE FROM KIMBALL JUNCTION TO CANYONS TO PARK CITY MIGHT BE MORE BENEFICIAL FOR A LOT OF WORKERS & VISITORS	Service Change Request
NEED MORE SERVICES ON THE 11 BLACK	Service Change Request
I NEED THE BUS RUTH TO GO TO 2011_PRADDINGTON DRIVE FOR BETTER SERVICE	Service Change Request
WE NEED THE RED ONE GO TO DEER VALLEY AGAIN AND NO MORE TO THE PC MOUNTAIN RESORT/LOST A LOT OF TIME GOING THERE	Service Change Request
DEER VALLEY LOOP ONLY BUS FROM TRANSIT TO DV SNOWPOINT, PARK MEADOWS NOT TO DV STOP @ TRANSIT CENTER OR NOT MAIN ST @ ALL AND LOOP MORE PARK MEADOWS SIDE STREETS	Service Change Request
DIRECT BUS TO DEER VALLEY SNOW PARK LOCATION I WOULD RIDE IT MORE	Service Change Request
FROM ECKER HILL/KIMBALL THERE ARE 2 ROUTES DIRECTLY TO CANYONS AND PCMR BUT ZERO TO DV. FIX THIS!	Service Change Request
PARKING IS TOUGH ON SAT & SUNDAYS/NOT WORKING SO GO IN LATE EXPRESS IS EASIER THAN SAT TIMES. I LIVE IN BEAR HOLLOW	Service Change Request
DIRECT ROUTES TO MAIN ST FROM EACH NEIGHBORHOOD-NO MORE ROUTES THAT GO ALL OVER TOWN	Service Change Request
YELLOW BUS ALL SEASON WINTER AND SUMMER	Service Change Request
IT WOULD BE AWESOME IF THE YELLOW RAN YEAR ROUND	Service Change Request
I THINK A LOT OF PEOPLE WOULD LOVE TO HAVE TRANSIT FROM HEBER TO PARK CITY!	Service Change Request
I WOULD LIKE 6 PURPLE TO RUN ALL YEAR ROUND	Service Change Request
MAKE A BUS & A BUS STOP THAT GOES TO SILVER CREEK-THAT WOULD BE VERY USEFUL	Service Change Request
YELLOW BUS YEAR ROUND	Service Change Request
MORE DIRECT ROUTES TO/BETWEEN MAIN TRANSPORTATION AREAS	Service Change Request
ONLY 6 LIME STOPS AT PEAKS HOTEL WHY NOT 10 WHITE OR AT LEAST MAKE PEAKS HOTEL BUS STOP ON EXPRESS ONE-THANK YOU	Service Change Request
I WISH WE COULD STILL USE PINK BUS FROM MAIN ST TO RED STONE INSTEAD OF SWITCHING BUSES	Service Change Request
CHANGE 7 PINK ROUTE BACK	Service Change Request
EASIER ROUTE TO CANYONS RESORT AREA FOR WORK MOBILITY ISSUES	Service Change Request

DON'T HAVE PINK GO TO CANYONS AND HAVE IT GO TO MAIN AGAIN-PLEASE	Service Change Request
MISS THE 2 GREEN NOT GOING TO DV AS WE FORMERLY PICKED IT UP @ PC MARC	Service Change Request
3 KINGS ROUTES NEED TO RUN IN BOTH DIRECTIONS	Service Change Request
YEAR ROUND YELLOW BUS-REGULAR BUS SERVICE TO (AFFORDABLE) HOUSING ON BONANZA	Service Change Request
PLEASE ADD BACK BUSES TO SALT LAKE CITY ON THE WEEKENDS	Service Change Request
THE BUS IS GREAT JUST NEED A CONECTION TO KIMBALL JUNCTION	Service Change Request
MORE BUS LIKE TWO WOULD BE BETTER	Service Change Request
ADD BUS TO PLUP AT BLACK ROCK RIDGE OFF 248 IN WASATUT	Service Change Request
I WOULD LIKE TO SEE A BUS TO SUMMIT PARK FROM KIMBALL JCT MAYBE RE-ROUTE ONE OF THE ELECTRIC ONES-WE DON'T NEED TWO	Service Change Request
JUST THE SCHEDULE STOPS THAT CONNECT WHERE I NEED TO GET HOME	Service Change Request
BUS TO GUARDSMAN PASS	Service Change Request
MORE SERVICES IN HIDEOUT AND TUAHYE	Service Change Request
WE ARE MOVING TO HIDEOUT AND WOULD LOVE AND USE THE BUS OFTEN IF IT WERE AVAILABLE	Service Change Request
ROUTE FOR HEBER WOULD BE WELL	Service Change Request
SILVER CREEK PICKUP	Service Change Request
NEED TO ALTER SCHEDULES FOR MAJOR EVENTS-EX MAKE NON-STOP KIMBALL TO PC DURING 4TH JULY-COULD USE NON STOP KIMBALL AS WELL AS NON-STOP EXPRESS CANYONS TO PC	Service Change Request
MAKE THE ROUTE BOTH WAYS RATHER THAN 1 BIG LOOP-SKI RACKS ON OUTSIDE OF BUS-APP IS FANTASTIC AND RELIABLE	Service Change Request/Bus Amenities Request
NEXT TIME YOU DO A SURVERY ASK A SOCIAL QUEST	Survey Feedback
NEED CLIP BOARDS FOR THE SURVEYS	Survey Feedback
IF THE SURVEY IS TAREN MEJOKAR THE SERVICE PARK DO YOU KNOW HOW DO YOU REGULATE THE IDENLIFIDOC? EJNICA RAENAL? HOW DOES NOT YOU DELERIE UNAPORL? THAT FREE COUNTRY	Survey Feedback
WHY DO YOU ASK ABOUT RACE AND INCOME-THAT IS NONE OF YOUR BUSINESS	Survey Feedback

How were the surveys distributed?

SURVEYS WERE TAKEN ACROSS ALL ROUTES AND ON ALL DAYS OF SERVICE (WEEKDAY, SATURDAY, SUNDAY). 1,101 TOTAL RESPONSES.

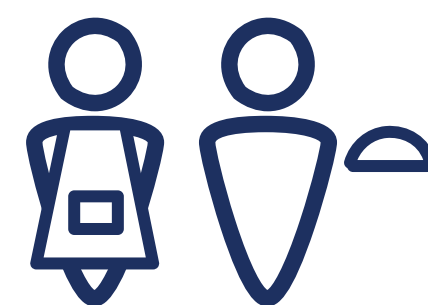
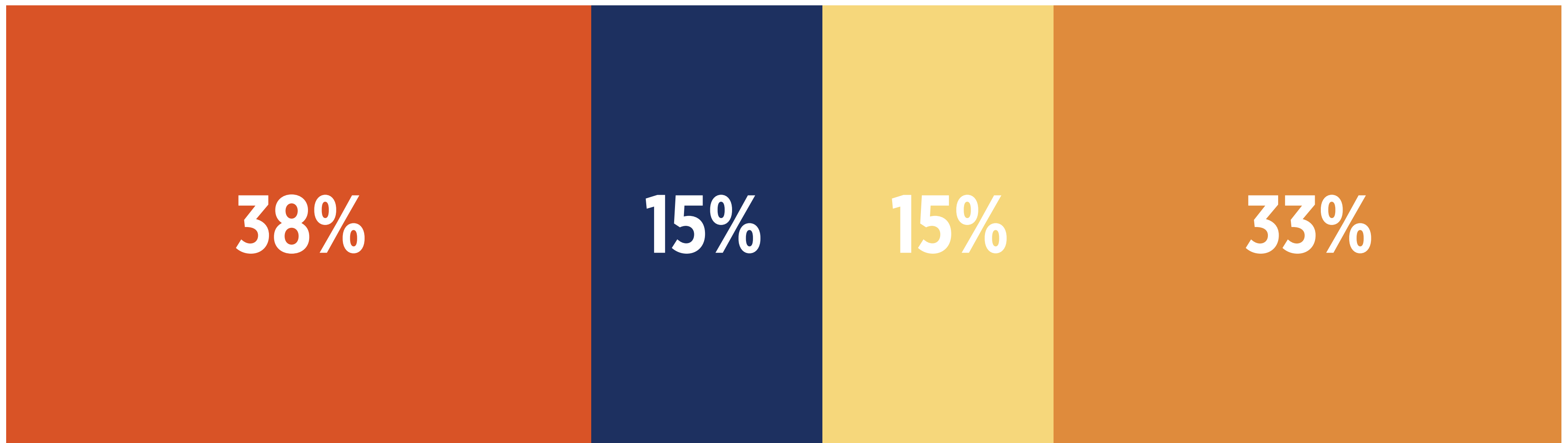
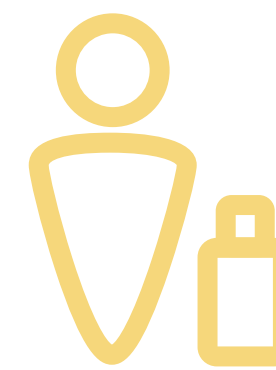


Who responded to the survey?

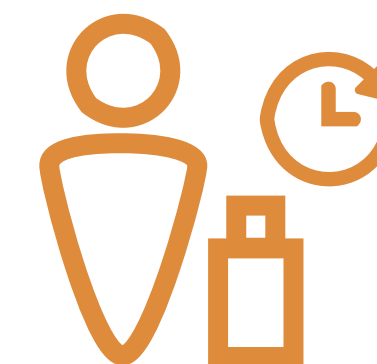
SLIGHTLY MORE RESPONDENTS WERE RESIDENTS (LIVE AND/OR WORK IN SUMMIT COUNTY) THAN VISITORS.



Live in Summit County



Commute to
Summit County



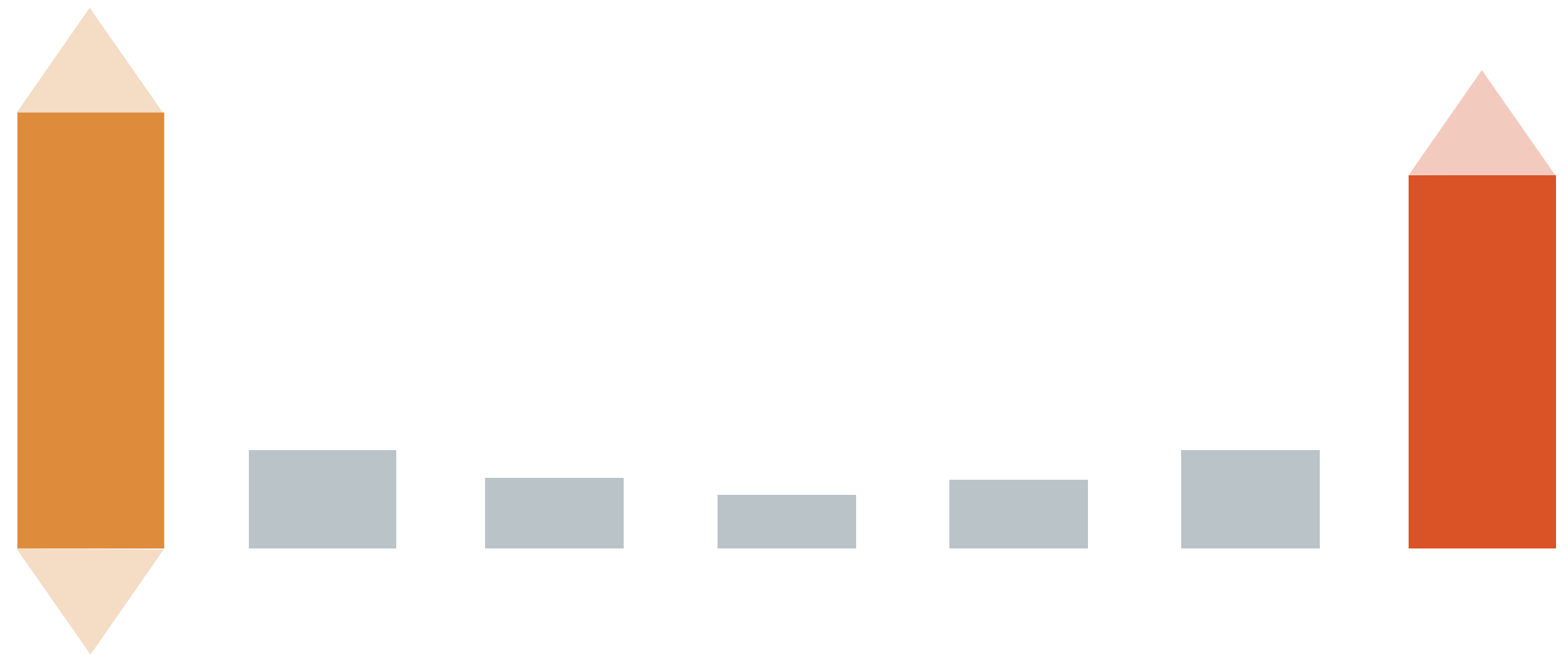
Long-term Visitor
(>2 Days)

Who is riding Park City Transit?



36% HAVE A HOUSEHOLD
ANNUAL INCOME
<\$25,000

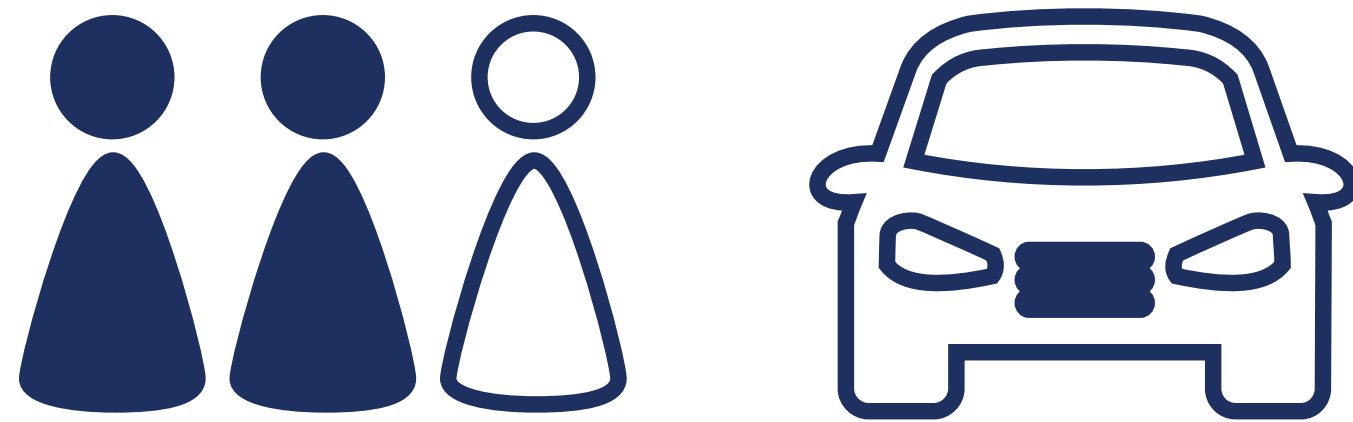
31% HAVE A HOUSEHOLD
ANNUAL INCOME
>\$100,000



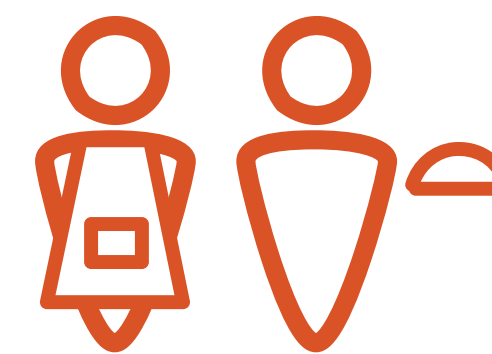
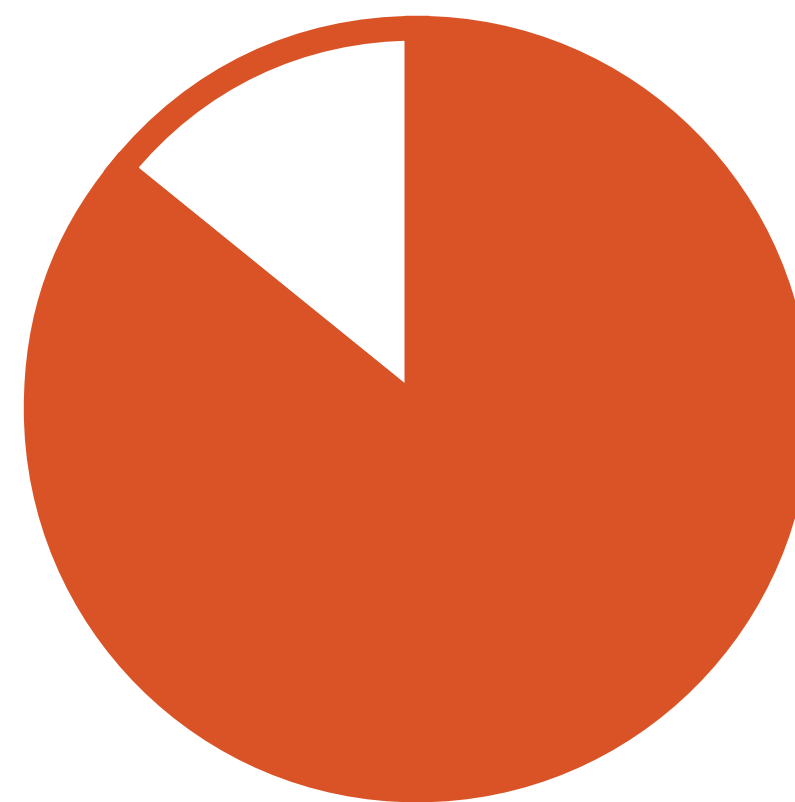
42% OF RESIDENTS AND COMMUTER
HAVE A HOUSEHOLD ANNUAL INCOME

<\$25,000  + 

Who is riding Park City Transit?

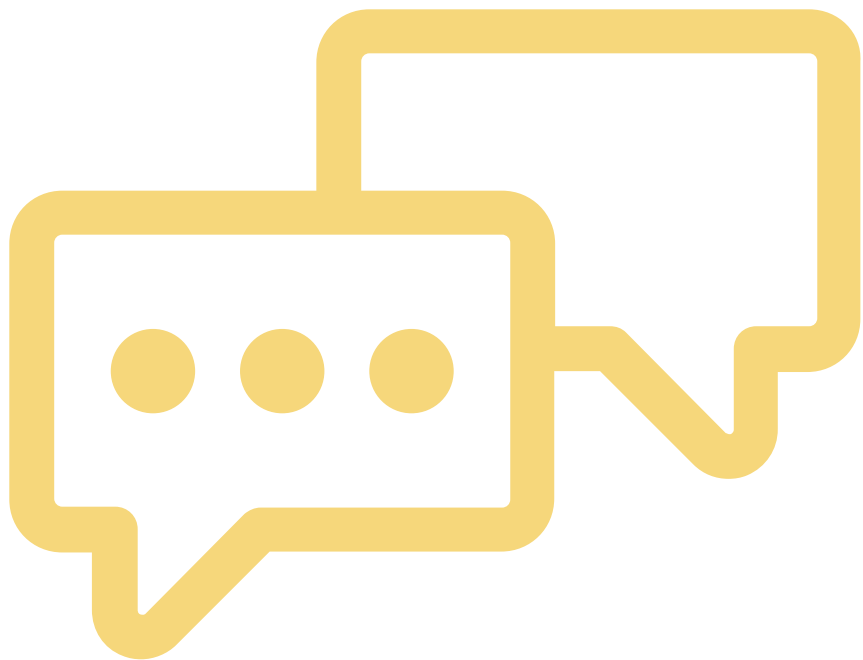


**TWO-THIRDS
OF ALL RIDERS DO NOT
HAVE ACCESS TO A CAR**

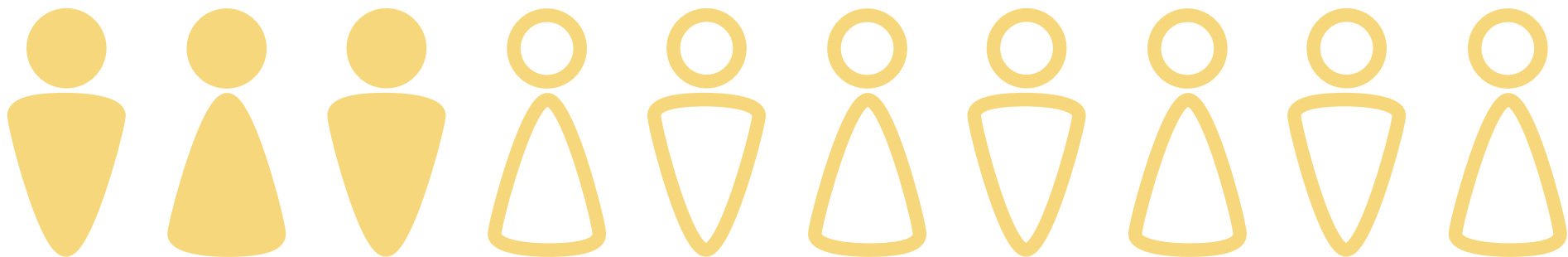


**86% OF COMMUTERS
TO SUMMIT COUNTY DO
NOT HAVE ACCESS TO A
CAR**

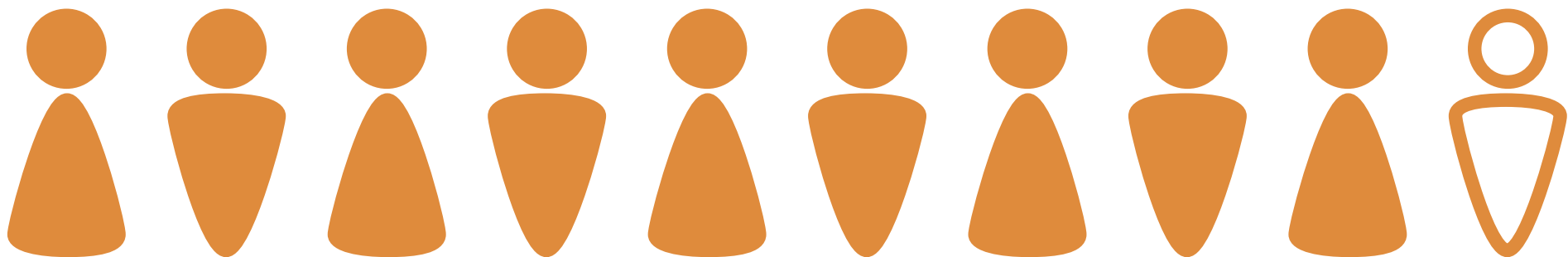
Who is riding Park City Transit?



3 OUT OF 10
RIDERS SPEAK SPANISH AT HOME

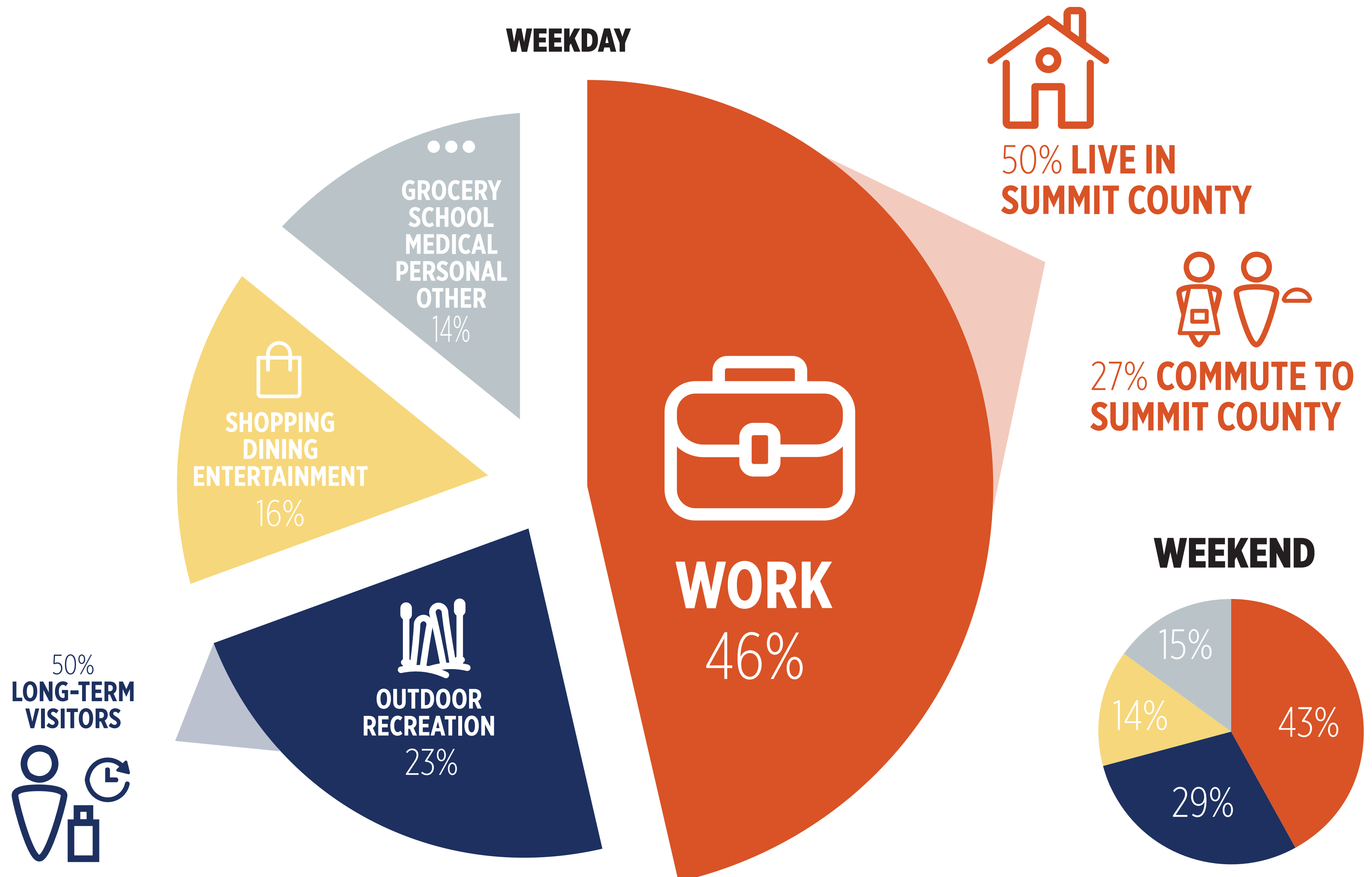


9 OUT OF 10
RIDERS SPEAK ENGLISH FLUENTLY



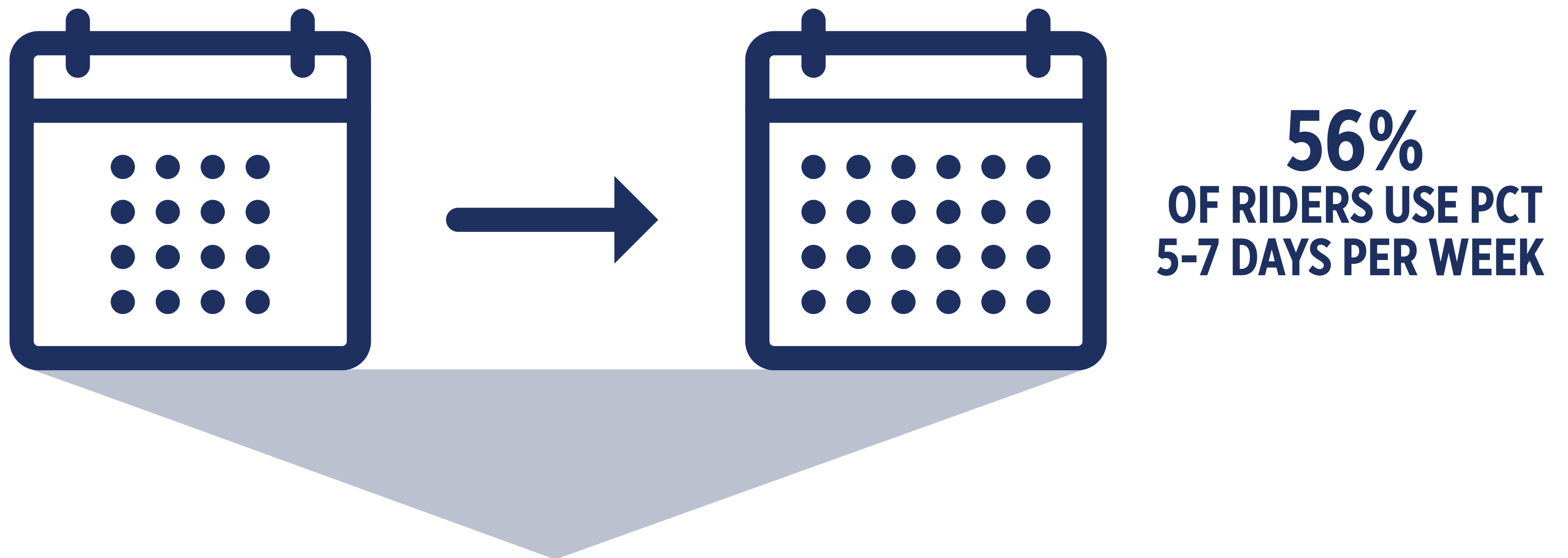
How are riders using Park City Transit?

NEARLY HALF OF RIDERS COMMUTE TO OR FROM WORK. HALF OF COMMUTERS LIVE IN SUMMIT COUNTY.



How are riders using Park City Transit?

OVER HALF OF RIDERS ARE FREQUENT RIDERS (RIDE TRANSIT 5-7 DAYS PER WEEK).



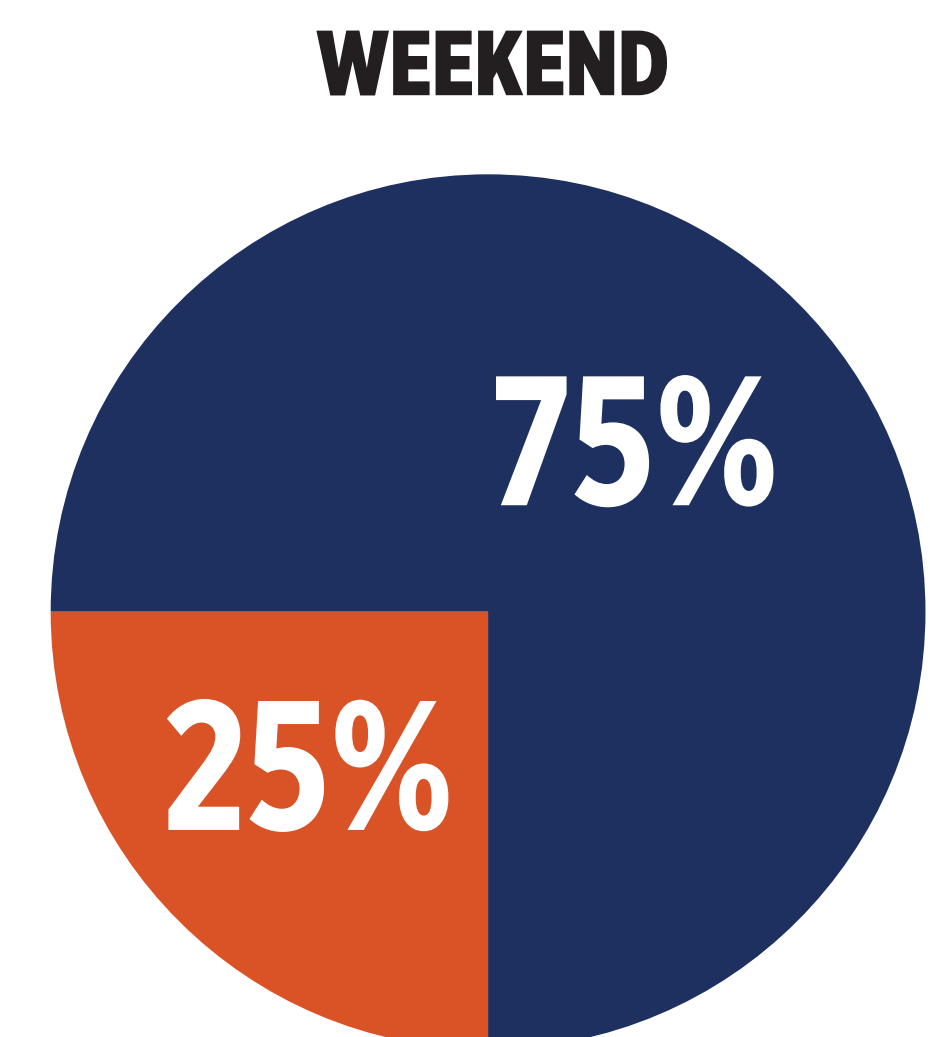
**47% LIVE IN
SUMMIT COUNTY**



**26% LONG-TERM
VISITORS**

How are riders using Park City Transit?

LESS THAN ONE-THIRD OF RIDERS TRANSFERRED TO OR FROM ANOTHER BUS TO COMPLETE THEIR TRIP.



How are riders using Park City Transit?

THE LARGE MAJORITY OF RIDERS WALK TO AND FROM THE BUS STOP.

**9 OUT OF 10
RIDERS WALK TO AND
FROM THE BUS STOP**



6%
DRIVE
ALONE



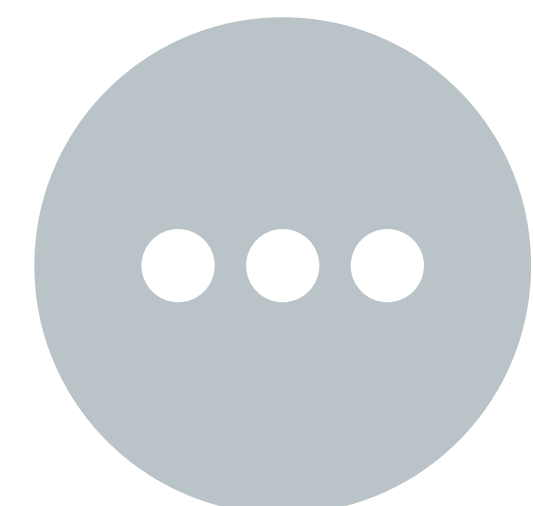
4%
DROPPED-OFF/
PICKED-UP



1%
BICYCLED OR
SCOOTERED



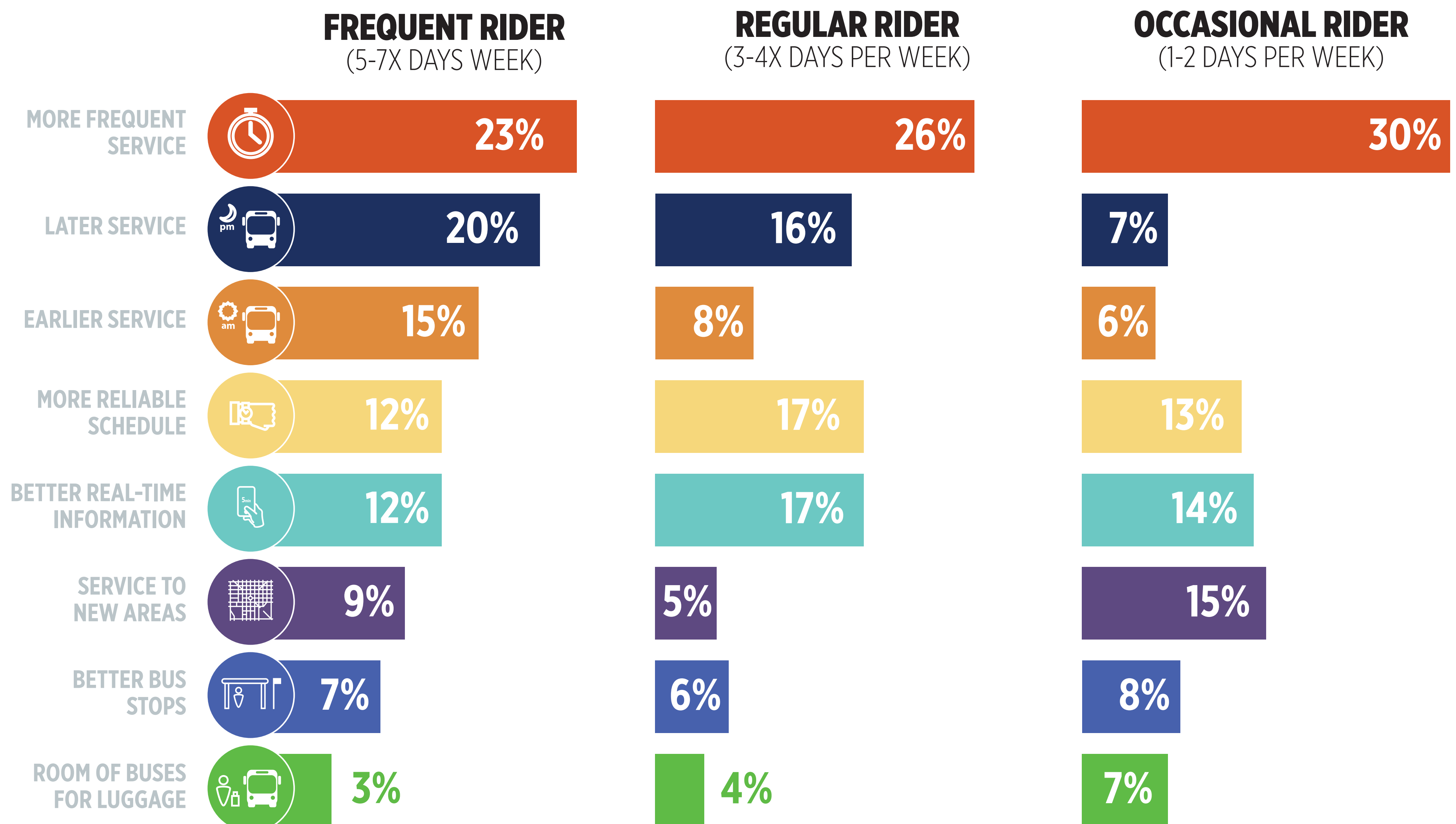
4%
OTHER



49%
OF THOSE WHO DRIVE ALONE LIVE IN SUMMIT COUNTY

What are the priority service improvements for riders?

RIDERS ARE INTERESTED IN MORE FREQUENT BUS SERVICE, REAL-TIME ARRIVAL INFORMATION, AS WELL AS LATER AND EARLIER SERVICE.

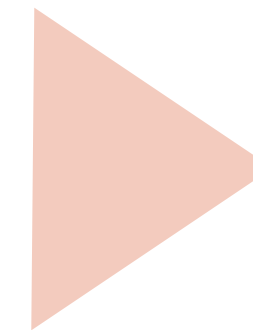


Are riders using the MyStop Mobile App?

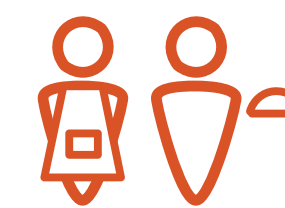
MOST RIDERS USE AND BENEFIT FROM THE MOBILE APP.



**Two-third of riders
use the myStop Mobile app**



**79% OF SUMMIT
COUNTY RESIDENTS**



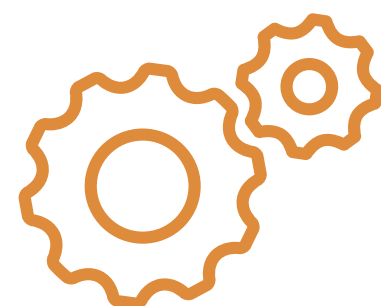
**79% OF COMMUTERS
TO SUMMIT COUNTY**



**84% find the
app useful**



**46% OF LONG-TERM
VISITORS**



**16% believe
the app has room
for improvement**



**31% OF SHORT-TERM
VISITORS**

Rider Types



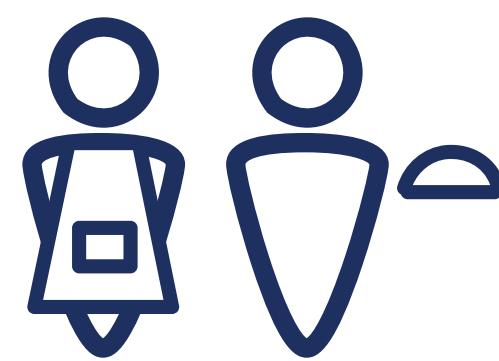
A Resident of Summit County

38% of riders

AGE 25-44 (36%)

TAKES TRANSIT 5-7 DAYS PER WEEK (73%)

HAS TAKEN TRANSIT FOR 5+ YEARS (32%)



A Commuter to Summit County

15% of riders

AGE 19-24 (43%)

TAKES TRANSIT 5-7 DAYS PER WEEK (85%)

DOES NOT HAVE ACCESS TO A CAR (85%)

HOUSEHOLD INCOME <\$25,000 (44%)



A Visitor to Park City

48% of riders

AGE 25-44 (50%)

TAKES TRANSIT TO RECREATION (41%)

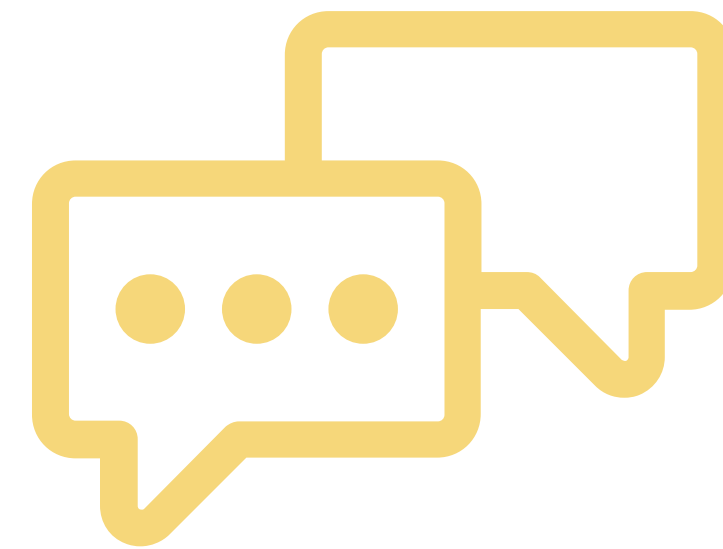
HOUSEHOLD INCOME >100,000 (37%)

How were the surveys distributed?

THE SURVEY WAS CREATED USING SURVEY MONKEY AND SENT TO THE HOA DISTRIBUTION LIST. SEVERAL HOA'S INDICATED THEY DISTRIBUTED TO RESIDENTS

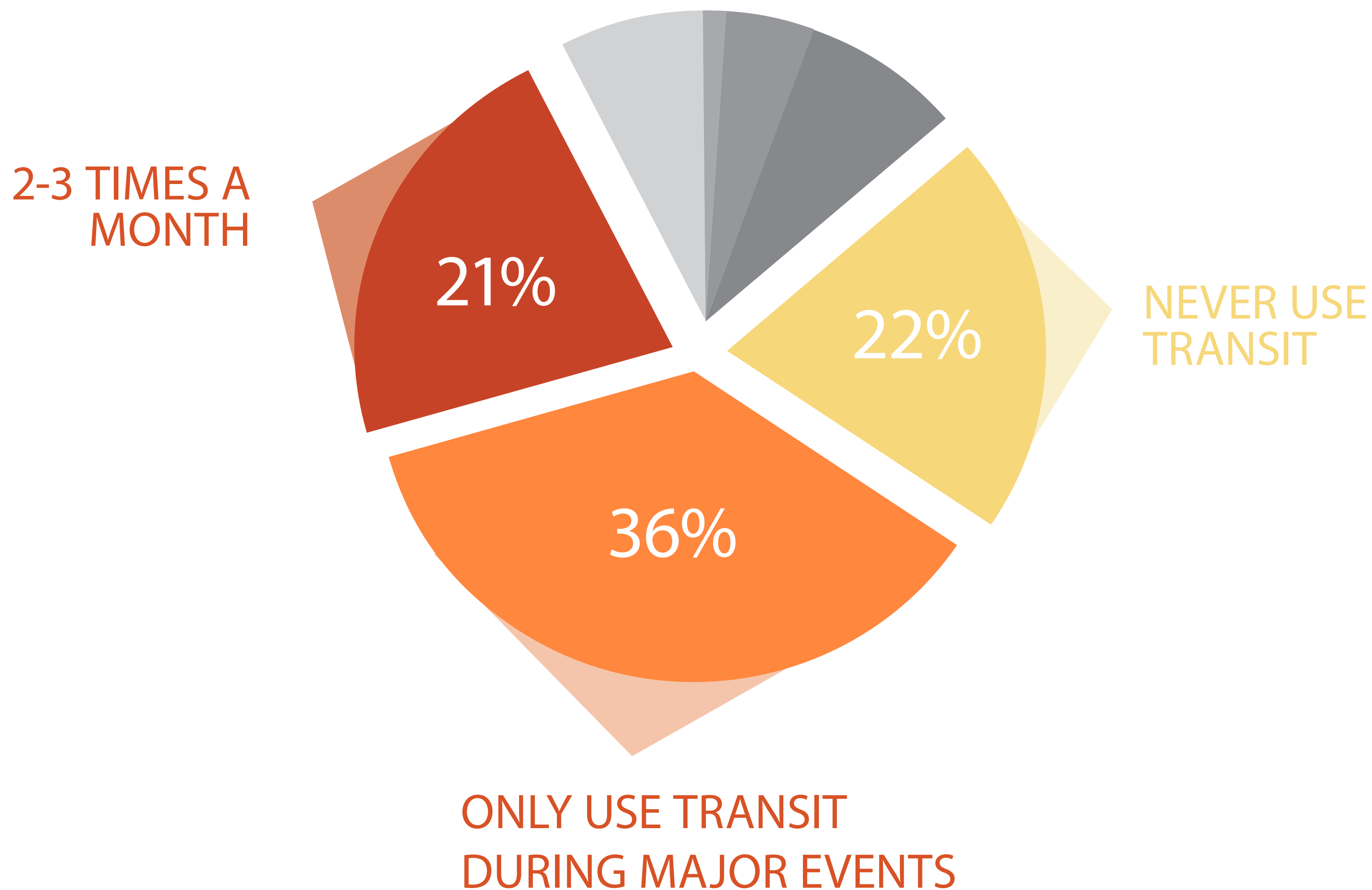


19 HOA's contacted

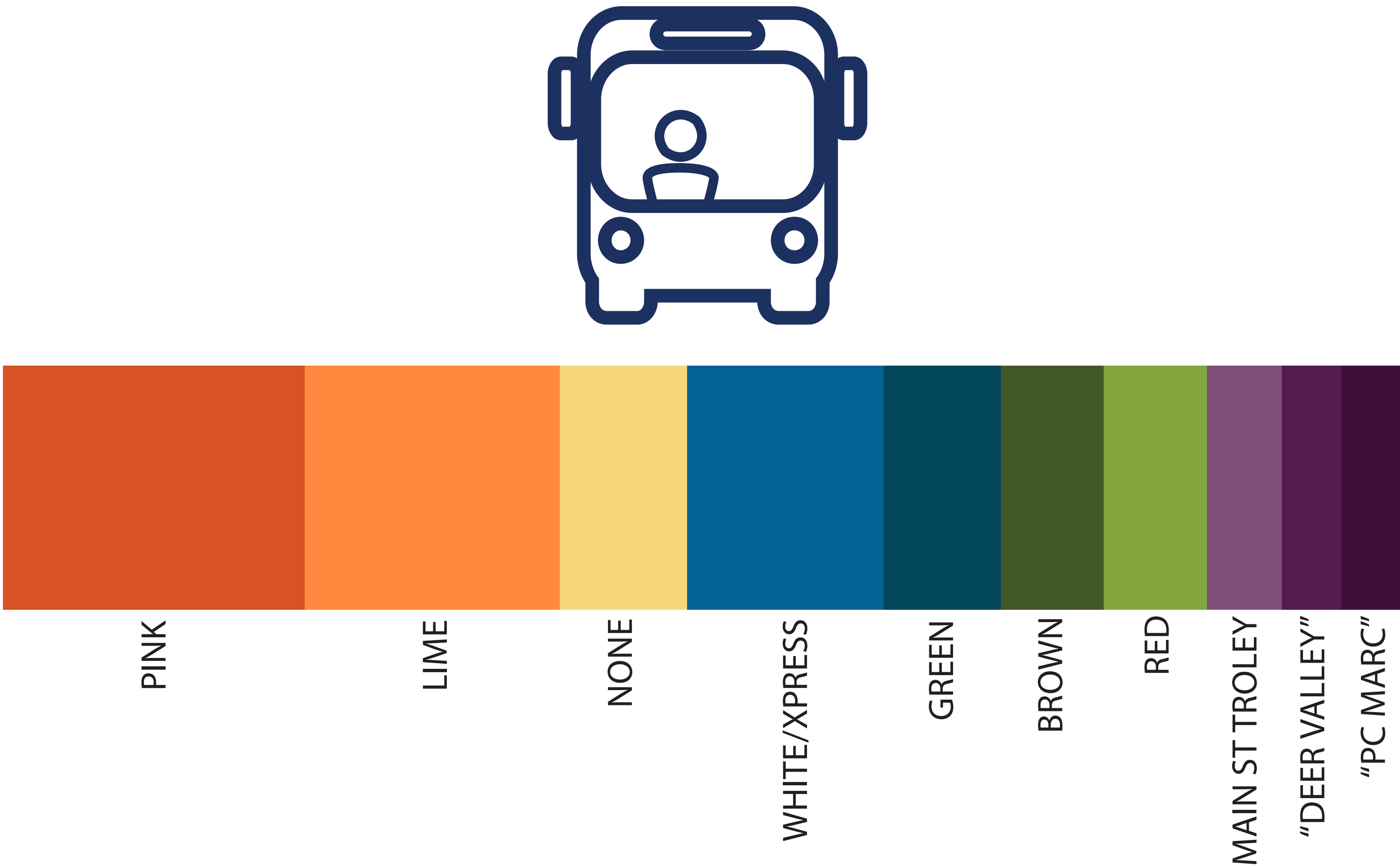


174 responses received

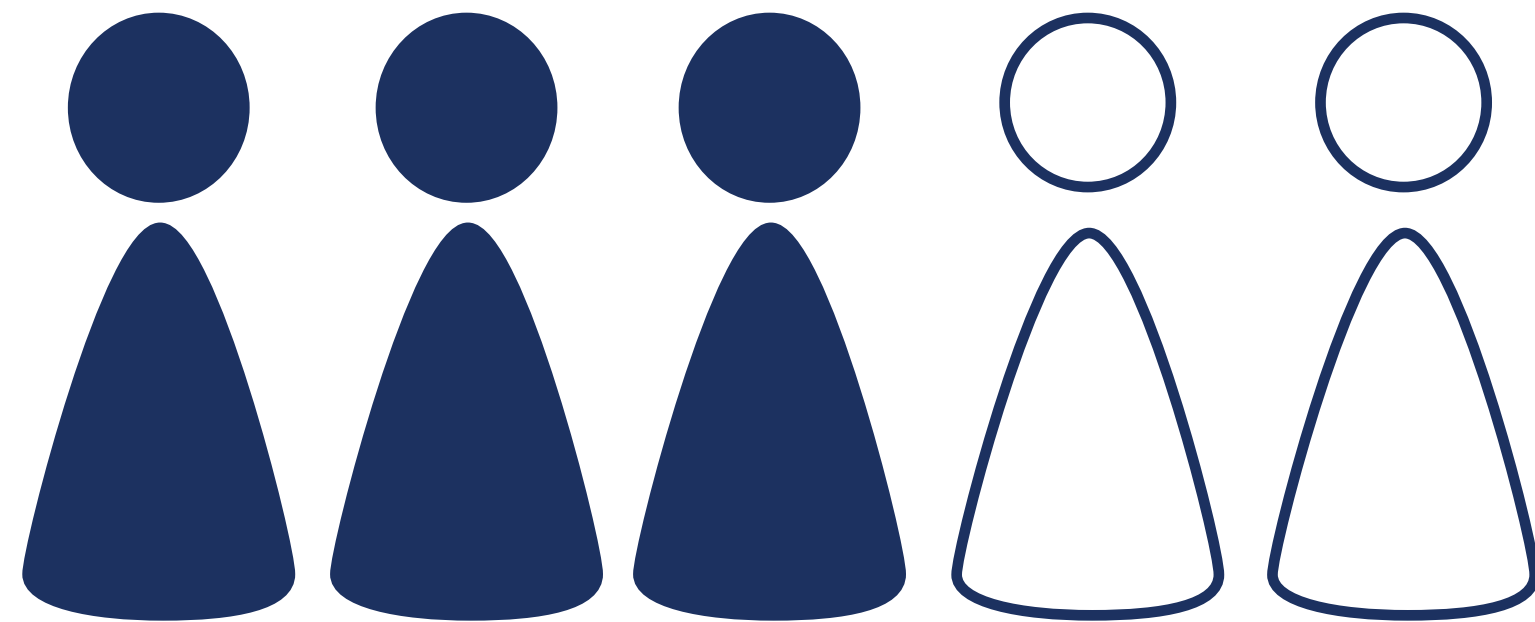
How often are they riding Park City transit?



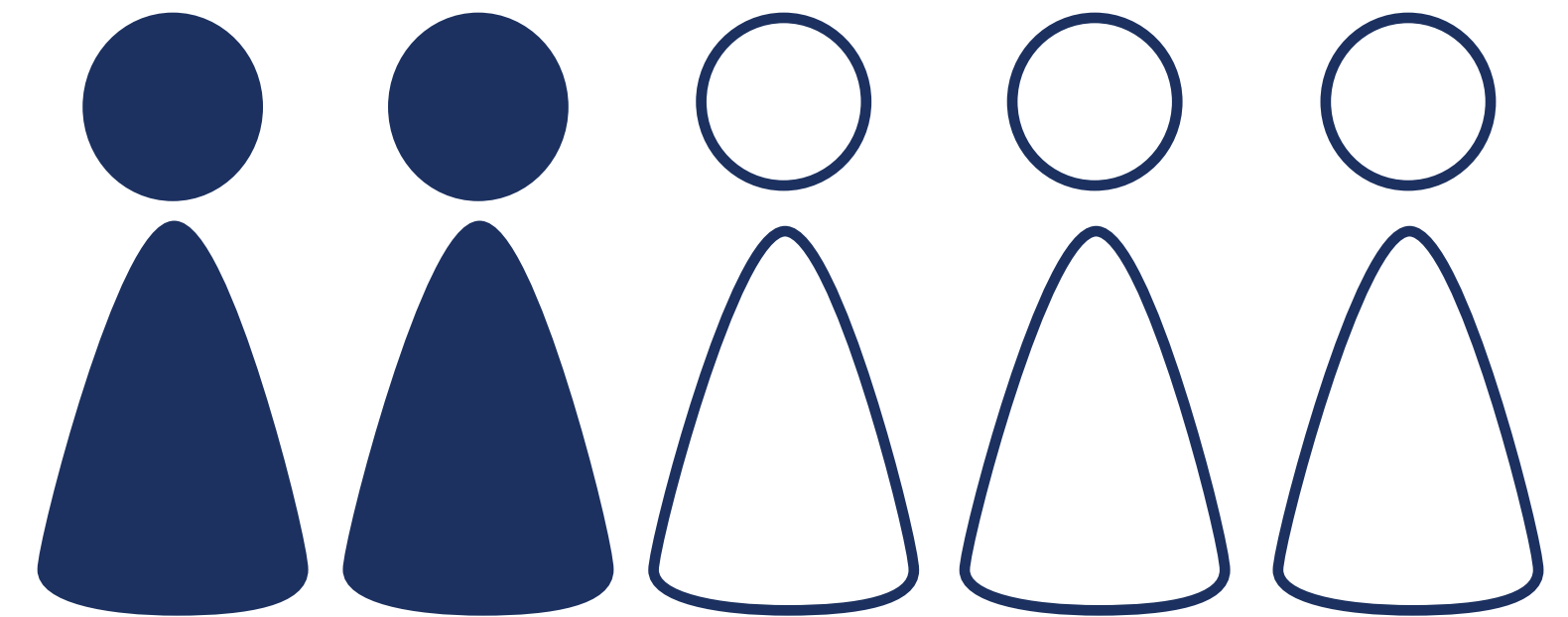
What bus routes do they currently use, if any?



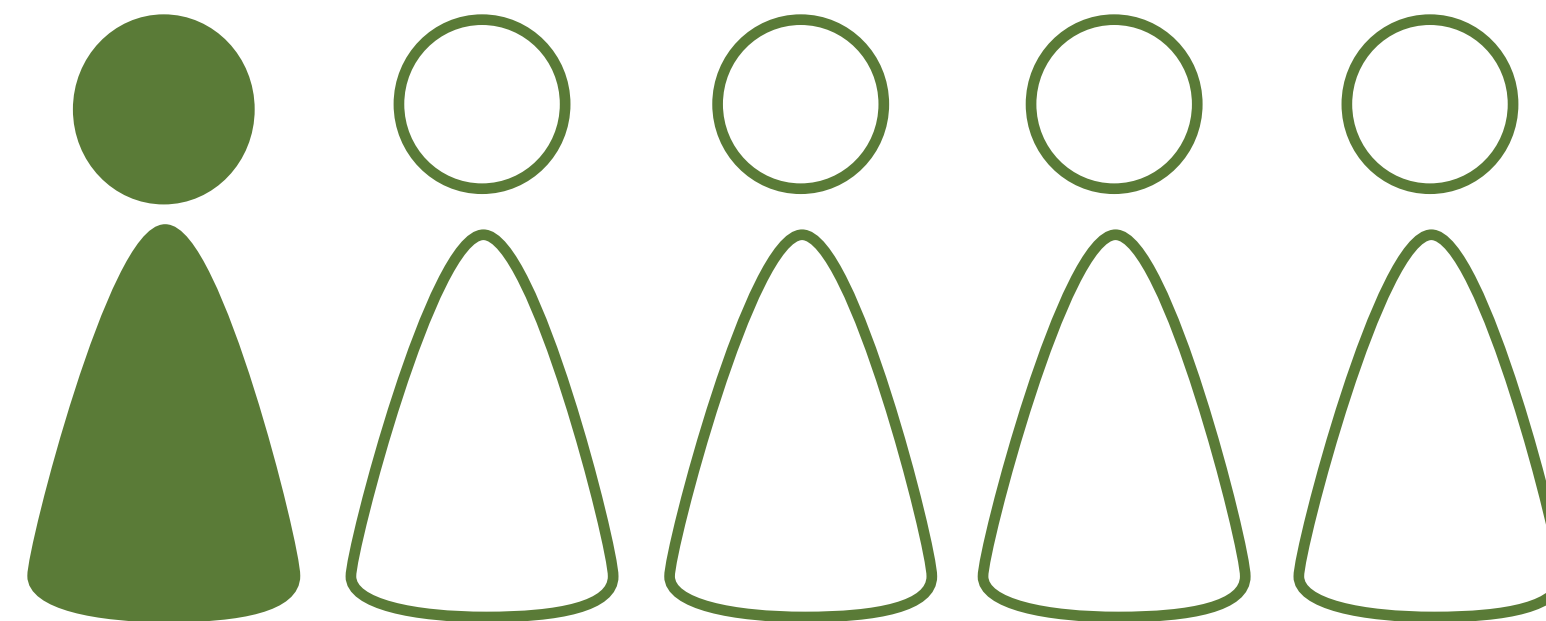
For those that use transit, what are their primary reasons?



AVOID DRIVING
DURING EVENTS



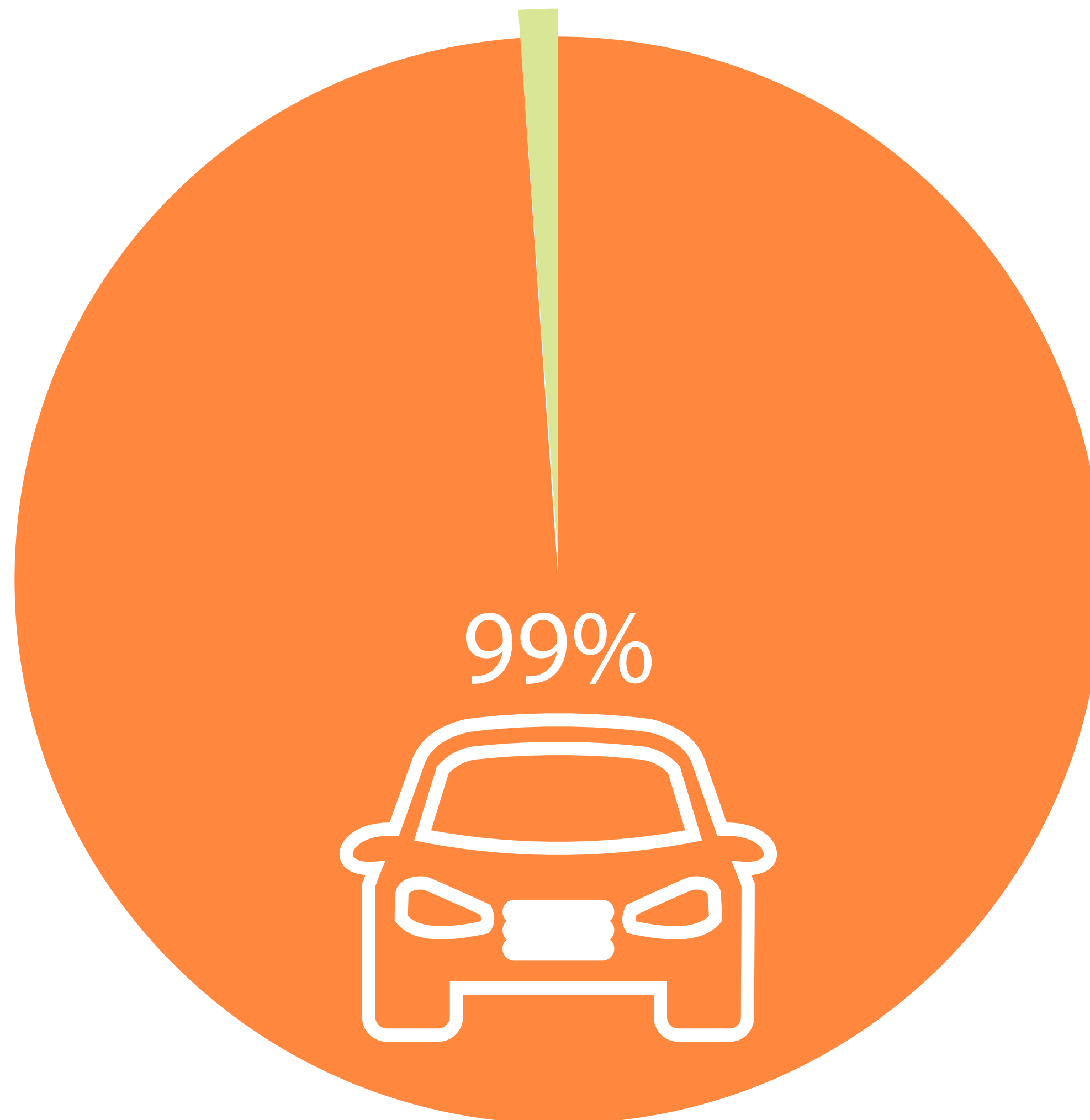
TO ACCESS RECREATION



RIDE FOR ENVIRONMENTAL
REASONS

How many have access to a car(s)?

ALL BUT TWO RESPONDENTS HAVE REGULAR ACCESS TO AT LEAST ONE VEHICLE



What other modes are used to regularly to make trips?

RESPONDENTS WERE ASKED TO PICK THEIR TOP THREE:



51% BIKE



21% WALK



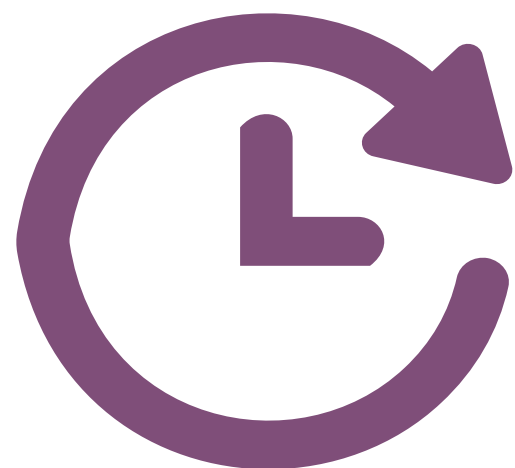
11% TNC

What prevents them from utilizing the system more?

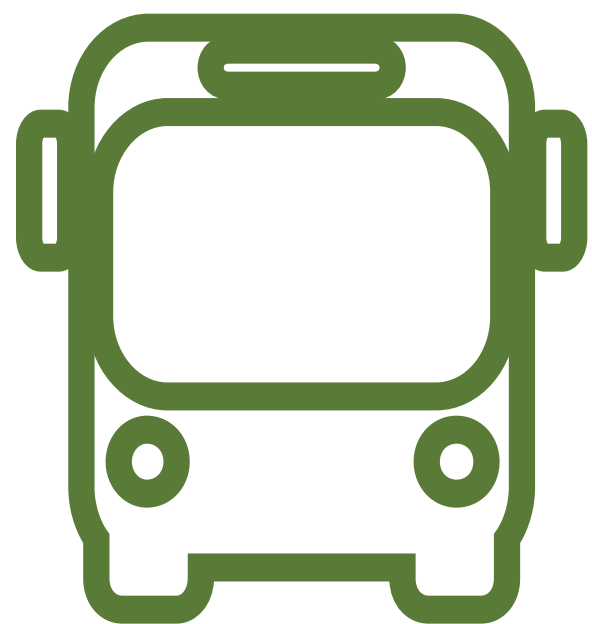
TOP THREE ANSWERS WERE:



1. NO TRANSIT STOPS NEAR MY HOUSE



2. USING TRANSIT TAKES TOO LONG



3. TRANSIT DOES NOT GO WHERE I NEED TO

Noteworthy responses not mentioned on former page -

RESPONDENTS ALSO HAD AN “OTHER” OPTION WHEN ASKED WHY THEY DO NOT RIDE TRANSIT MORE, SOME USEFUL COMMENTS INCLUDE:

The summer schedule isn't frequent enough

ADA access is poor

I feel unsafe waiting for the bus

Carrying skis is too hard

Route changes are inconvenient for accessing Deer Valley

Cold weather / icy walkways and roads

No dogs makes it tough

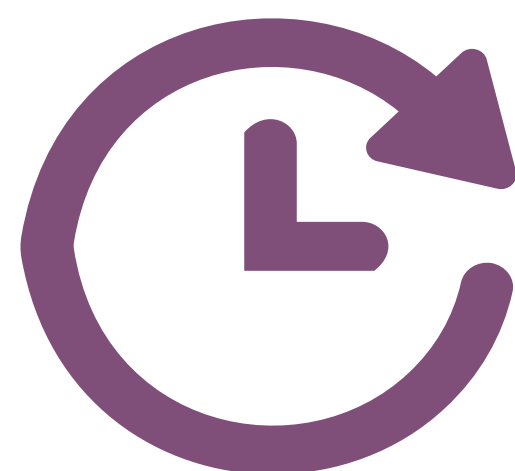
New routes make for inconvenient transfers

What would make people more likely to ride transit?

TOP THREE ANSWERS INCLUDE:



1. BUS STOPS CLOSER TO MY HOUSE

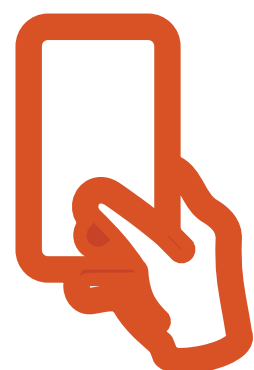


2. MORE FREQUENT BUSES



3. MORE BUS-ONLY LANES

Tied for third



3. AN UPDATED TRANSIT MOBILE APP

Noteworthy responses not mentioned on former page -

RESPONDENTS ALSO HAD AN “OTHER” OPTION WHEN ASKED WHY WHAT WOULD HELP THEM RIDE MORE FREQUENTLY:

Real-time information on the app

Needs to be more convenient than paying for parking

Smaller vehicles that can access more neighborhoods

I don't have a good understanding of where stops are and how to ride

Direct routes from Park and Rides to resorts with NO stops

Change the Pink line back

The ability to take my dog

More direct routes

We can't bike to bus stops in the winter, we need to address a coordinated system

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Downtown Business Improvement District - Trash and Administration Contracts

Suggested Action:

Attachments:

[Downtown Trash Contract Staff Report](#)

[Exhibit A: Republic Waste Contract](#)

[Exhibit B: BID Contract with Historic Park City Alliance First Addendum](#)

[Exhibit C: 2016 Community Emission Profile](#)

[Exhibit D: BID Waste Management Background](#)



City Council Staff Communications Report

Subject: Main Street Trash & Business Improvement District Contracts
Author: Jonathan Weidenhamer, Luke Cartin
Department: Economic Development, Environmental Sustainability
Date: January 30, 2020

In anticipation of a February 27, 2020, City Council Work Session, this Staff Communication is intended to allow City Council and community stakeholders ample time to review a significant amount of background information regarding the history of collaborative efforts to collectively manage trash and recycling in the Main Street commercial area.

Staff requires policy direction from Council to determine the level of service for solid waste and waste diversion (recycling, food waste, etc.), cost of services, and alternatives for incentivizing/partnering, versus cost to the merchants. The current contract with Republic for commercial waste removal services expires on June 30, 2020 (Exhibit A). Therefore, an outcome of this discussion will require a new request for proposals to secure a service provider. The contract provides for trash removal at a number of PCMC facilities, as well as for the Business Improvement District (BID).

Background

PCMC entered into the current solid waste removal in 2013. That contract was extended in 2016 and again in 2019. It expires in June 2020. The formation of the BID and consolidation of a service with a single trash provider for the downtown intended to provide a consistent, and predictable level of service with the goal of limiting multiple companies (trucks, pick up times, dumpsters, totes, etc.) throughout the downtown. The contract focused on solid waste, and included allowances to find recycling partners. The contract allows for increase volume and hauling frequency at set prices.

Without explicit deliverables for diversion, recycling has been a combination of efforts. There is a cardboard compactor and two cardboard dumpsters through the Republic/City contract, and the HPCA has initiated a franchise fee for each member that provides mobile recycling available to all merchants on a set schedule (3x/week) that is convenient for some but not all. There is no centralized glass or food waste approach with individual businesses using individual contractors to provide services.

PCMC secured a service provider agreement with the Historic Park City Alliance (HPCA) to administer the BID, that contract also expires on June 30, 2020 (Exhibit B). The BID scope of services was extended and adjusted slightly on June 6, 2019 to be more specific and include performance standards to provide clarity to both parties ([link](#)).

Analysis

Staff believes community goals for diversion have changed dramatically since the current contract began.

- Park City's community emission (carbon footprint) profile is included in Exhibit C.
- An overview of how (solid) waste is currently handled in the downtown business improvement District (BID) is provided in Exhibit D. This is detailed and lengthy.

Per the timeline below, staff intends to select a service provider in early April so there is enough time to finalize contract negotiations well in advance of the anticipated July 1 start date.

Task/Date (2019)	Mo.	Jan				Feb				Mar				Apr				May				June				July			
	Wk.	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Staff Communication	1/30				30																								
Policy Direction	2/27								27																				
Issue Trash RFQ	3/10									10																			
Select Trash Vendor	4/9													9															
Execute Trash Contract	5/11																	11											
Issue BID RFP	5/12																	12											
Selecdt BID S. Provider	6/2																				2								
BID & Republic Contracts End	6/30																						30						

Exhibits

- Exhibit A: Republic Contract
- Exhibit B: BID Contract
- Exhibit C: PCMC Carbon Footprint Profile
- Exhibit D: Fall 2019 – BID Waste Management Background

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

THIS THIRD ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, with a retroactive date of December 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 1, 2013, as amended by Amendment #1 executed by the parties on December 1, 2013, and the Second Addendum executed the by the parties on December 5, 2016.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013, (hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016, (hereinafter, “Second Addendum”), extending the term for an additional three (3) years, terminating on November 30, 2019; and allowing for an annual fee increase for basic service; and

WHEREAS, part of the scope of services is for Service Provider to provide solid waste removal for certain City facilities, and for the Main Street Business Improvement District; and

WHEREAS, the term of the Original Agreement, Amendment #1, and the Second Addendum ended on November 30, 2019; and

WHEREAS, the parties desire to extend the term and continue removal of solid waste until an updated services provider procurement request for qualifications can be released.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement, Amendment #1 and the Second Addendum as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement, Amendment #1 and the Second Addendum shall be extended to a termination date of June 30, 2020 (hereinafter the “Additional Extended Term”).
- b. **PRICING INCREASE.** Effective December 1, 2019, and for the duration of the Additional Extended Term, Service Provider can bill the City up to an amount not to exceed **SEVENTEEN THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$17, 987.00)** and the Business Improvement District up to an amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS (\$52,896.00)**.

This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Service Agreement period.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement, Amendment #1, and the Second Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

Matt Dias, Acting City Manager

Attest:

City Recorder's Office
Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC, a Delaware limited liability
company d/b/a ALLIED WASTE SERVICES OF
SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY

4144 Atkinson Ave.
Park City, UT 84098
Tax ID#: 20-1838910
PC Business License #:B-005238

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__, before me, the undersigned notary, personally
appeared_____, personally known to me/proved to me through
identification documents allowed by law, to be the person whose name is signed on the
preceding or attached document, and acknowledged that he/she signed it voluntarily for
its stated purpose as _____ (*title*) for ALLIED WASTE
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, d/b/a
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY.

Notary Public

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

THIS SECOND ADDENDUM is made and entered into in duplicate this 5 day of December, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company, ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 signed and executed by the Parties on December 1, 2013, (the "Original Agreement").

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 on December 1, 2013, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform municipal solid waste collection services for the commercial and business sector within the Main Street area within the terms of the Agreement per the Agreement's extension provision and to add the definition and terms of the Annual Increase as stated below.

WHEREAS, This Second Addendum is to exercise the option to renew for an additional three (3) years of service beginning December 1, 2016, terminating on November 30, 2019.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The parties agree that the Original Agreement shall be extended for an additional three (3) years beginning December 1, 2016 and expiring on November 30, 2019, (the "Extended Term").
- b. **ANNUAL FEE INCREASE.** Effective as of December 1, 2016, and each December 1st thereafter during the Extended Term, Service Provider shall increase the rates for basic service in an amount equal to the percentage increases in the Garbage & Trash line in the CPI for Urban Consumers (CPI-U) U.S. City Average (Table 3), Unadjusted percent change, as published by United States Bureau of Labor Statistics (www.bls.gov). Rates will be adjusted using June of prior year to June of current percent change, Garbage & Trash index with a 1%

Revised 9.14.16

minimum and a 3% maximum. This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Agreement period. The total fee for the Project shall not exceed per annum Seventeen Thousand Dollars (\$17,000) for City Facilities and Sixty Eight Thousand Dollars (\$68,000) for HPCA Main Street Area.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement shall continue to apply.

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

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

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480





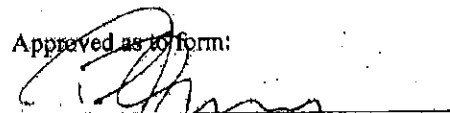
Diane Foster, City Manager

Attest:



Michele Kellogg
City Recorder's Office

Approved as to form:



City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY/REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company

4144 Atkinson Ave.
Park City, UT 84098

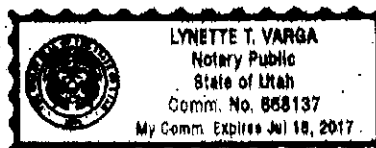
Tax ID#: 20-1838910
PC Business License#: B-005238

OLIVER DIBBEE
Printed Name

[Signature]
Signature

General Manager
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)



On this 2nd day of December, 2016, before me, the undersigned notary, personally appeared Oliver Dibbee, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as General Manager (title) for ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY/REPUBLIC SERVICES OF SUMMIT COUNTY, a Utah limited liability company..

[Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
05/17/2016

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17016 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (AG No. Ext): FAX (AG No. Ext): E-MAIL ADDRESS: certificateman@csma.com
INSURED REPUBLIC SERVICES, INC. 18600 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22567 INSURER B: Indemnity Insurance Company of NA 43575 INSURER C: ACE Fire Underwriters 20702 INSURER D: United Union Insurance Company 27953 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1840028

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTA	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO 027863420	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SEA H06043555	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (See Schedule 1 in 101) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR 04800118 - ACB WLR 04800127 - CAA/ACR SCF 04800130 - W WOU 04800140 - ON XS TNS 048012703 TX NS XB	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	<input checked="" type="checkbox"/> WC STATU TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 9,000,000 E.L. DISEASE - SA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLO - Obs: Allied Waste Services of Summit County

CERTIFICATE HOLDER

Park City Municipal Corporation 446 Marasc Avenue Park City, UT 84060-5122 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

**AMENDMENT #1 TO
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT (this "Amendment") is made and entered into in duplicate this 1st day of DECEMBER, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY // REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider"). City and Service Provider are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to clarify their understanding with respect to the Park City Municipal Corporation Service Provider/Professional Services Agreement entered into as of DECEMBER 1st, 2013 (the "Agreement").

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

1. ENFORCEMENT OF INSURANCE PROVISIONS

City agrees and acknowledges that Service Provider's failure to procure and maintain for the duration of the Agreement "Professional Liability (Errors and Omissions) Insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence" (as set forth in Section 8(C) of the Agreement) shall not constitute a default under the Agreement, and City shall not terminate the Agreement or seek any remedy for nonperformance (including, but not limited to, specific performance) as a result of Service Provider's failure to maintain such coverage.

City further agrees and acknowledges that, consistent with Service Provider's internal policies, Service Provider shall not be required to provide City with certified copies of insurance policies pursuant to Section 8(E) of the Agreement; provided, however, that Service Provider shall provide certificates of insurance evidencing such coverage to City.

2. INCREASED LANDFILL FEES

The Parties agree that, in the event of increased fees relating to the disposal of waste materials by Service Provider at the landfill operated by Summit County, Utah, such increased fees shall be paid by the City; however, such increased fees shall in no event increase the not-to-exceed prices set forth in Section 1 of the Agreement.

3. **INCORPORATION OF AGREEMENT; INTERPRETATION.**

Except as specifically amended, modified, or supplemented in this Amendment, all other terms and conditions set forth in the Agreement shall continue in full force and effect. In the event of a conflict between any of the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

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

CITY:

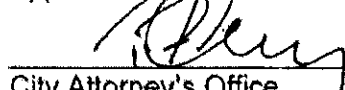
PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480


Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:


City Attorney's Office



[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH
AMERICA, LLC, a Utah limited liability
company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910
PC Business License# BL B-005238

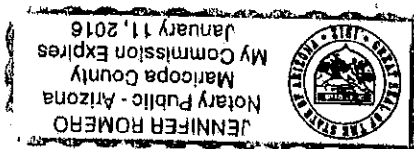
X [Signature]
Signature

Jeff D. Andrews
Printed name

Vice President
Title

STATE OF ^{Arizona} ~~UTAH~~)
) ss.
COUNTY OF Maricopa)

On this 31st day of January, 2014 personally appeared before me
Jeff D Andrews, whose identity is personally known to me/or
proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed,
did say that he/she is the Vice President (title or office) of Allied Waste
Services of North America, LLC, a Utah limited liability company.



[Signature]
Notary Public

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this 1st day of December, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed per annum \$17,500 for City Facilities and \$55,000 for HPCA Main Street Area.

The materials to be collected by the Service Provider shall not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations (collectively "Applicable Laws"). If excluded wastes are deposited in any landfill and such Excluded Waste is conclusively determined to have been generated by the City, Service Provider shall have the right, at City's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to waste materials when they are loaded into Service Provider's

truck. Title to and liability for any Excluded Waste shall remain within the City and at no time pass to Service Provider.

2. **TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2016 or earlier, with an option to renew for three (3) additional years. Unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its

expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-

105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall

warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).
- B. Any equipment service Provider furnishes shall remain Service Provider's property. Service Provider shall have safe, unobstructed access to the City's streets and to the equipment on collection day. If for any reason, including severe weather, such access is not provided, Service Provider may refuse to make the scheduled pick-up; provided, however, that the City and Service Provider will cooperate and take reasonable steps to reschedule the missed pick-up.

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed

assignment. The City reserves the right to reject without cause any such assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. **ENTIRE AGREEMENT.**

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

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

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



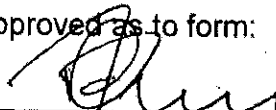
Diane Foster, City Manager

Attest:



City Recorder's Office

Approved as to form:



City Attorney's Office



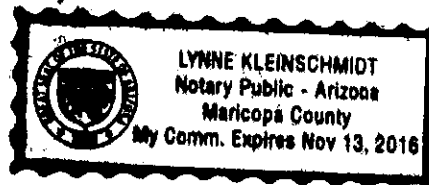
STATE OF UTAH

COUNTY OF SUMMIT

) ss.
)

On this 17 day of February, 2014, personally appeared before me
Jeffrey Andrews, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the Vice President (title or office) of
Allied Waste Corporation by Authority of its Bylaws/Resolution of the Board of
Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as
____ (title) for _____, a _____
corporation.

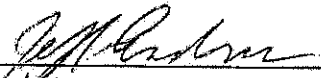
Lynne Kleinschmidt
Notary Public



ALLIED WASTE SERVICES of NORTH
AMERICA, LLC, d/b/a ALLIED WASTE
SERVICES of SUMMIT COUNTY//REPUBLIC
SERVICES of SUMMIT COUNTY, a Utah
limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910

PC Business License#: B-005238



Signature

Jeff Andrews

Printed name

Vice president

Title

ADDENDUM "A"

SCOPE OF SERVICES



October 16, 2013

Blake Fannesbeck, P.W. Ops. Mgr.
c/o Park City Municipal Corporation
1053 Iron Horse Dr.
Park City, UT 84060

Dear Mr. Fannesbeck,

Please accept (6) copies of the proposal (subject: MAIN STREET AREA SOLID WASTE COLLECTION PROPOSAL, due October 22, 2013) from Republic Services. Republic has been a strong and stable waste and recycling company in the State of Utah for more than 30 years and in the Summit County market since 2000. We would consider it an honor to continue providing services to the Park City Main Street area for many years to come.

Our association with Park City and Summit County has been a positive experience, even with the demands of such a diverse service area, and of this, we are very proud. Our long-term Park City service experience and full-service division in Park City allows us to provide immediate response to service demands, unforeseen emergencies, and special circumstances that may arise in the city.

Thank you for your consideration of our proposal. Please call us if we can better explain or provide more information.

I am authorized to sign and bind Republic to the commitments made in our proposal.

Sincerely,

David Price
General Manager
Republic Services, Northern Utah
(801)924-8520

Overview

Republic's corporate headquarters are located at:
18500 North Allied Way,
Phoenix, AZ 85054.

The operations base for deployment of collection, customer service personnel and equipment for this service is located at:

4144 Atkinson Ave.
Park City, Utah 84098
435-615-8311

We have operated in the State of Utah for over 30 years and have served the residents and businesses of Park City/Summit County for over 13 years.

Republic relies on a decentralized management structure to handle its day-to-day operations with optimum efficiency. The division the trucks will be dispatched from to provide service to Main Street is in Park City, less than 5 miles away. Our Park City division is full-service with full-time staff working all day, focusing all of their efforts on Park City and its surrounding areas.

In addition to our drivers, the following work full-time in our Park City office:

Operations Manager
Route Supervisor
(2) Full-time mechanics
Container delivery driver
Sales representative
Customer Service/Dispatch representative

Our extreme focus in this geographic area demonstrates our commitment to what we do in Park City. We have proven that we have the know-how and equipment to handle the various terrain and street lay-outs that are present in Park City. We have purchased specialized smaller collection vehicles which allow us to maneuver up/down steep streets, narrow streets, and streets packed with vehicles at special events, like the Sundance Film Festival. We also have a very good customer service relationship with the Historic Park City Alliance (HPCA). Our continued efforts in ensuring the needs of the HPCA are met, is an area of focus that we do not take lightly. Our office proximity and the fact that we have staff in the Park City area all day long ensures that any service need, regardless of time of day, can be handled quickly and efficiently.

Our knowledge of the area and special events separates us from any other competitor. Park

City is not a normal collection city. There are many varied service needs, multiple changes in collection requirements during special events, and the need for personnel and equipment in the area at all times. We have long since committed to this need with all of our resources housed in our Park City office.

Understanding the billing associated with this contract is another area of which we have expertise. We have quality relationships with the Main Street businesses and feel that this is a valuable place to providing the type of customer service that is expected within the contract. Our years of experience in handling the shared accounts, a major piece of the contract, allows for a smooth monthly billing and collection practice.

We will provide more than just recycling and garbage pick-up

We consider our relationship with Park City to be more than just that of collecting recyclables and trash. As a partner, we provide more. We have a contract with KPCW where we sponsor the *This Green Earth* show. As part of that contract, we will ensure to promote the recycling efforts of Park City, specifically HPCA, so that the residents in Park City, and throughout the county, understand the city's commitment to recycling. We will have over 1000 radio spots over the next 12-months where we can promote the Park City Main Street area as an environmentally friendly place to do business.

As part of this partnership, we will provide a **Free Shred Day** in the Main Street area for residents and businesses to properly dispose of confidential documents. We will assist with the education and promotion of this event.

We will assist in the purchase of HPCA light pole flags that can be hung to advertise recycling awareness and the downtown's commitment to the environment.

We run CNG in Park City!!! The majority of our fleet in Park City runs on CNG fuel. We consider it our responsibility to partner with Park City in an effort to promote reduction in air pollution and have put assets in place to satisfy this goal.

Diversions

We will continue to look for ways to divert recycling from the MSW volume by working with the city to install a verti-pak on Swede Alley. We will work with Curb-It to ensure recycling opportunities are in place with the individual businesses.

We are also working with the county on determining the feasibility of developing a recycling transfer pad on our property in Park City so that recycling can be hauled much more efficiently to the Materials Recovery Facility in Salt Lake City. Our plan is to share the operational savings of this benefit with the city/county. *

Republic Services Cost Schedule

Pick-up Frequency Per Week							
	1	2	3	4	5	6	7
90 gal	13	26	39	52	65	78	91
2 yd	45	83	120	157	194	238	282

3 yd	52	94	137	179	221	270	319
4 yd	58	106	153	200	247	301	355
6 yd	72	129	186	243	301	365	428
8 yd	85	159	239	318	398	478	558
Trash Compactor	195	195	195	195	195	195	195
Cardboard Compactor	240	240	240	240	240	240	240

Special Services: Pull-out & push-in containers per stop: \$0 - No cost change

Alternate Recycling Program & Percentage: If awarded the contract, and we are able to dump recycling at our Park City office, we will share a percentage of the operational savings with the city as negotiated at that time. *

Cost Schedule Length of Term: This cost schedule is pricing for the first 12 months of the contract. See below for the CPI on this cost schedule after the first 12 months.

Price Increase/ year after initial Length of Term: CPI each Dec. 1st - the same as the county contract.

**Main Street Area
Solid Waste Collection
RFP
October 2013**

I. Introduction and Scope

The Public Works Department of Park City Municipal is issuing this Request for Proposals ("RFP") for Municipal Solid Waste ("MSW") Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities,
Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.

- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner's Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases
- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a "PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT" (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at blake.fannesbeck@parkcity.org. **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporation reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)
2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer's plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

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

Service Provider Cost Schedule

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gal							
2 Yds							
3 Yds							
4 Yds							
6 Yds							
8 Yds							
Roll offs							
Cardboard Compactor							

Special Services- Pull out & push in containers per stop
Alternate Recycling Program & percentage

\$ _____

Cost Schedule Length of Term _____ Years.

Price Increase/year after initial Length of Term _____%

COMMENTS (Include Recycling/Diversion Plan in Proposal):

IV. Selection Process

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

The selection process will proceed on the following schedule:

- A. **A Mandatory pre-submission meeting** will be held at **1:30 pm on Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title **"Main Street Area Solid Waste Collection Proposal"** clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

V. Term

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

VI. Park City Provided Equipment and Services

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

VII. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may Require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).

- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

VIII. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

IX. Complaints

Acceptance of Service Provider's work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence. A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider's Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider's determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider's location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

X. Non-Performance

Non-Performance by the Service Provider will cause damage to the City by undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider Disagreements will be subject to the review resolution procedures provided in the contract.

XI. Action or Omission Penalties

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.
- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XII. Termination

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XIII. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

XIV. Park City Municipal Standard Service Provider Agreement

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

XV. Information to be submitted

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

XVI. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

XVII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

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

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

F. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancelation and/or modification. Furthermore, the City shall have the right to waive any informality or

technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

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

THIS FIRST ADDENDUM is made and entered into in duplicate this 16 day of October, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, (the "Original Agreement")

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 18, 2016, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform certain services and tasks performed as set forth in the Scope of Services requiring specialized skills and other supportive capabilities within the terms of the Original Agreement per the Agreement's extension provision and to add to the Scope of Services as stated below; and

WHEREAS, this First Addendum is to exercise the option to renew for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020.

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

1. **AMENDMENTS:**

- a. **EXTENSION OF TERM.** The parties agree that the Original Agreement shall be extended for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020, (the "Extended Term").
- b. **SCOPE OF SERVICES.** The parties agree to the Additional Scope of Services attached hereto as Exhibit "A" and made a part hereof.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.

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

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

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



Diane Foster, City Manager

Matthew [unclear] / ACM

Attest:



City Recorder's Office



Approved as to form:



City Attorney's Office

HISTORIC MAIN ST. BUSINESS ALLIANCE,
a Utah corporation, d/b/a HISTORIC PARK
CITY ALLIANCE
PO Box 1348
Park City UT 84060

Tax ID#: 81-0629176
PC Business License# BL B-007289

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 4 day of September, 2019, personally appeared before me
[Signature], whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the Board Member (title or office) of HISTORIC MAIN ST.
BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by
Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that
he/she signed it voluntarily for its stated purpose as Board Member (title)
for the corporation.

Notary Public

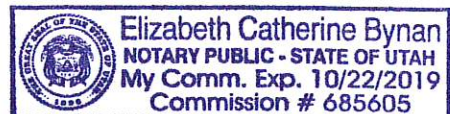


EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES

- A. In collaboration with the City, provide communication to all the Main Street merchants and employees through various channels (i.e., newsletter, emails, phone calls, social media, merchant to merchant noticing and meetings) including, but not limited to: Special Event(s), parking, construction, trash/recycling, security and other City processes, information or surveys (i.e., Municipal Code amendments) that may impact the Main Street area. Provide bi-annually, an updated contact list for each business. Provide a protocol or best practices approach for member engagement and outreach to be submitted by May 31 each year.
- B. Responsible for gathering merchant feedback and providing an overview to appropriate City staff or City Council as needed.
- C. Provide branding, marketing and advertising for BID businesses and the Historic Main Street area. Provide annual updated Branding and Marketing Plan by May 31 each year.
- D. Provide communication to Main Street area businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Act as the primary point of contact between the City, solid waste service provider and Main Street merchants, including but not limited to, lack of service issues, etc.
- E. The City requires that the Service Provider present updates to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:
 - 1. HPCA agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books with respect to funds received from the City and records at reasonable times and places during ordinary business hours, provided that thirty (30) days written notice of the audit is provided to HPCA and such notice contains reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the BID collections have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. The City agrees to provide HPCA with the BID collections report no later than March 31 of each year and an additional report at June 30. HPCA agrees to provide a line-item accounting of all

revenues received from the City and all corresponding expenses incurred that shows how BID funds were spent, an annual budget, and a copy of latest Form 990 submitted to the Finance Manager or designee by no later than May 31 of each year.

2. Annually provide a summary to the Finance Manager by May 31, of how each of the services in the scope of services was met. Summary should include but is not limited to the following:
 - a. Summary of communication efforts regarding events, parking, construction, updated contact info for businesses, etc.;
 - b. Summary of amount and types of gathering merchant input;
 - c. Overview of branding, marketing and promotions;
 - d. Summary of trash/recycling/waste reduction efforts as a district; and
 - e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient service delivery.
3. Hold quarterly trash/recycling meetings with the Trash and Recycling Committee to evaluate the program and monitor the shared account billing rates. Provide an agenda and summary of each meeting.
4. Provide the City with an electronic informational hand-out to be given to newly licensed businesses within the BID boundaries that includes HPCA contact information submitted to the Finance Manager or designee by no later than September 1, 2019.



HISTMAI-01

WSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

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

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

PRODUCER SentryWest Insurance 3860 South 2300 East Salt Lake City, UT 84109	CONTACT NAME:	
	PHONE (A/C, No, Ext): (801) 272-8468 FAX (A/C, No): (801) 277-3511	
	E-MAIL ADDRESS: eoi@sentrywest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins. Co	
INSURED Historic Main Street Business Alliance dba: Historic Park City Alliance PO Box 1348 Park City, UT 84060	INSURER B: WCF Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2044731	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2044731	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB695870	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			4019486	8/20/2019	8/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Each Incident 1,000,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

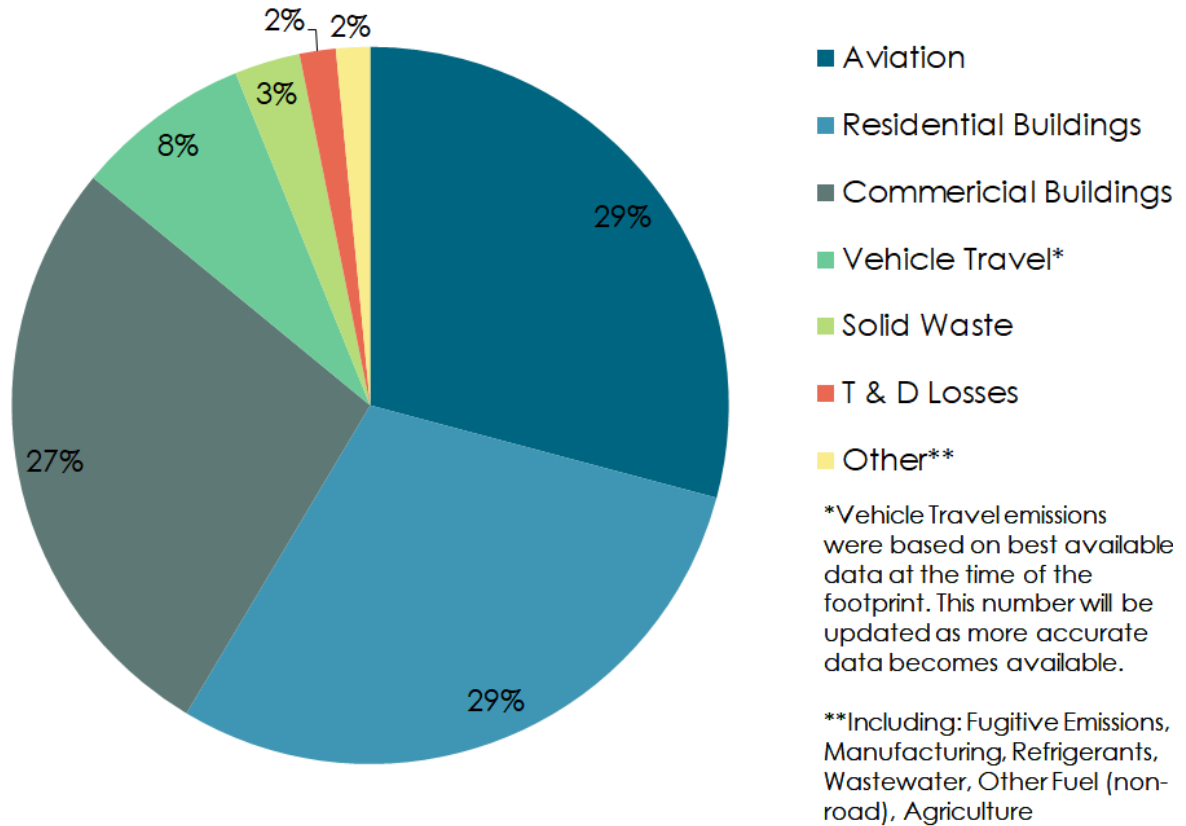
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

141

2016 Community Emissions by Sector



Solid Waste accounts for 3% of our 2016 community-wide carbon footprint. Waste could be a very effective tool to engage the community in our sustainability program because impacts residents, businesses, and visitors. If next steps are to be pursued, it is recommended that Park City staff assess what our waste is comprised of (i.e. waste characterization), as well as what tools and barriers exist to the City in setting an ambitious goal.

Overview of Waste Management Plan for the Main Street Business Improvement District

10/2/2019

Prepared by Alison Kuhlown (independently as a PCMC consultant, prior to becoming ED of HPCA)

Outline

Introduction

Background

Analysis for Future Contracts

Additional Efforts Required

Recommended Trash and Recycling Procurement Process

Next Steps

Introduction

In 2007 Park Municipal Corporation (PCMC) created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District. The trash and recycling needs in Historic Park City are significant and individual to each business. The BID and PCMC strive to provide trash and recycling services as efficiently as possible while still meeting the service needs of the 253 businesses holding licenses within the area coupled with providing a beautiful and clutter free streetscape. Republic Services is the current trash provider for the BID and the contract providing trash services expires on November 30, 2019.

The following provides an extensive background of the services provided to date along with research and projected services needs and enhancements for the next five (5) years.

Background

Main Street Trash History

Prior to 2006, Summit County provided trash services to both residential and commercial properties in Park City boundaries. In 2007, Summit County chose to issue a residential hauling contract to Allied Waste (DBA Republic Services) and did not pursue commercial trash service operations. This opened the commercial hauling market such that each commercial entity could contract with the individual trash hauling entity of its choosing. Due to the lack interior storage space and exterior property by most businesses, common trash dumpsters were the most efficient way to provide waste service for businesses.

In 2007, the Main Street Business Alliance (DBA Historic Park City Alliance) petitioned for Business Improvement District (BID) approval to create an entity that could enter into and administer a solid waste contract or contracts and recycling contracts. Upon adoption of the BID in 2008, PCMC became a fee collection provider and signed a service contract with the HPCA to administer the BID with the following scope excerpt related to trash:

Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

PCMC also amended their Business License Code to require the following:

In addition, the City's revised Business License Ordinance requires that all businesses within the boundary of the BID have a current account in good standing with the City's designated commercial solid waste removal service provider (currently Republic Services). Businesses which receive solid waste removal service or use the communal dumpsters and are not contracted with Republic Services will not be able to renew a business license or receive one anew until the business can produce evidence of an account in good standing with the chosen service provider.

The annual business license renewal process occurs by 9/30 each year and is the only time the City can assist with past due accounts.

Three service options are available to businesses in the BID for trash removal at their location:

1. Setting up a private contract with the selected Trash Provider for independent service via street-side accessible totes,
2. Setting up a private contract with the selected Trash Provider if independent service via a contract for a private dumpster on private property location with service provided by the selected Trash Provider; or
3. Participate as part of a communal pool of merchants (using “shared dumpsters”) on public property whose trash fees are assessed annually and billed monthly via a nationally standardized formula.

Current Trash Provider Contract

Republic Services secured the current contract for waste removal for the Main Street BID in November of 2013. The second three-year term of the contract expires November 30, 2019. While the contract allows for additional extensions provided both parties extend upon mutual agreement, the contract with Republic Services is between them and Park City Municipal Corporation (PCMC). The contract further allows for the service provider to address other PCMC needs. PCMC follows a State mandated procurement policy that requires a new solicitation of services through issuance of an RFP or RFQ when contracts expire.

The existing contract contains a cost schedule that outlines costs per size of container and number of days of service per week. These costs are established and fixed for all members of the BID no matter which of the three trash removal options they use. Each November the HPCA’s Trash and Recycling Committee reviews the actual cost of service and anticipated needs for the upcoming contract year. If a rate increase is needed to cover the increased service or increase in county dump tipping fees the Committee makes a recommendation to the HPCA Board. The Board’s final recommendation is implemented beginning December 1 of that year.

The aggregate cost for the common area dumpsters is divided among all those who use the dumpsters. A formula is set for types of businesses based on their type of use and square footage. The factor is multiplied with the gross square footage of the entire business, not just service area, to calculate the percentage of the total monthly bill for the common dumpsters each individual business pays. The rate per square foot is assigned to the various business type categories, based on the average amount of trash generated by that category (that rate was determined by a national standard). There is a need to allow businesses not meeting the standard business type categories to apply for an evaluation of their anticipated trash generation. These uses can include, but are not limited to theatres, museums, event venues, etc.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Annual trash fees for the commercial contract with the trash provider are divided among everyone who currently uses the commercial dumpsters or compactors provided in the District. The monthly bills do fluctuate based upon the number of businesses active in the area and if the dumpsters require additional trash pick-ups due to increased production of trash by businesses. This typically occurs during Sundance Film Festival and peak winter weekends.

Businesses do have the choice to opt out of the commercial pool by having an individual account for street-side totes or their own private dumpster on private property. Over the course of the current contract, the HPCA reduced frequency of service to the common dumpsters, saving businesses money.

Residential Properties in Main Street BID

Summit County provides trash service to residential properties and charges for the service through property tax bills. Currently there is no remittance to HPCA from Summit County for residential uses (not lodging) that utilize the common dumpsters. Based on the current numbers of residential units within the BID, this type of use is not a significant generator of trash in the area. PCMC's Business License Specialist disagrees with this current practice and recommends nightly rentals within the BID be treated the same as other business within the BID since nightly rentals are a commercial use

Trash and Recycling Committee

The Trash and Recycling Committee, a sub-committee of the HPCA, is responsible for overseeing day to day implementation of the contract between its members and the Trash Provider for trash removal in the district, including billing. Additionally, the Committee is separately responsible for interface of PCMC related to the BID Scope. The Trash and Recycling Committee additionally monitors the mobile recycling center and works to maintain a steady income source to continue the recycling service. The Trash and Recycling Committee meets approximately four times a year.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize the common dumpsters and compactors for the collection of waste and cardboard. There are approximately 22 businesses that utilize either individual totes or private dumpsters for their individual waste collection. By PCMC ordinance, these businesses are responsible for bringing the containers to the curb at end of business, collecting them in the morning and storing and enclosing them on private property.

Two cardboard recycling dumpsters are in Swede Alley that are serviced by the trash service provider and costs are included within the fees for the common service.

Billing

Billing of businesses within the Main Street BID for trash services are the responsibility of the Trash Provider. All but 16 businesses are billed monthly for trash services; those businesses are either billed quarterly or annually due to the small volumes of trash.

When billing those participating in the common dumpster program, the Trash Provider estimates the total number of pickups for all containers on an annual basis. The total cost is distributed as a set monthly amount billed, versus providing the businesses with fluctuating monthly bills. The Trash Provider provides the HPCA with a monthly accounting of the total collected versus estimated annual costs. Any differences owed at the end of an annual term are either paid or negotiated into the next year's billing. The HPCA, as the BID service provider is responsible for paying any fees or keeping updated financial records identifying any balance.

Franchise Fee

A Franchise Fee was developed and implemented in August 2010 to collect funds to pay for a supplemental Recycling Program. The Trash Provider charges the Franchise Fee on each trash bill and remits the funds to the HPCA to procure recycling services. The current Franchise Fee rate is 30% of gross revenues of the shared containers and 10% of gross revenues from the individual containers.

Between 2010 and 2016, the HPCA reimbursed merchants who individually contracted for their own recycling efforts to meet their specific needs outside of the program provided by the HPCA. In 2016 the Board voted to eliminate the reimbursement program due to the limited number of businesses requesting reimbursement. Over the six years, a total of \$6,863 in franchise fees were reimbursed to a total of 18 businesses.

For the service of collecting and remitting the Franchise Fee, the HPCA reimburses the Trash Provider \$100 per month. These costs are invoiced as a deduction from the franchise fee monthly reimbursements to the HPCA.

Mobile Recycling Center

In 2009, the HPCA began a service contract to provide recycling with the Mobile Recycling Center. The program provides Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck fixed pick up at nine different locations on Main Street. The service is scheduled two days a week during the "shoulder season" and three days a week during "peak season." Shoulder season is defined as the Monday after the weekend that follows Labor Day through week before the weekend before Christmas; April through last weekend in June. Peak season is defined as the weekend before July 4th through weekend after Labor Day; weekend before Christmas through end of March

The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any BID member. The total collection in 2018 of recyclables through this program was 136.9 tons.

Good Earth Recycling is the current service provider and is operating under a month to month extension of a contract signed with the HPCA in 2012. At this time the annual Franchise Fee collected

does not cover the entire annual cost of the contract with Good Earth Recycling. The funds to cover the difference are drawn from overages charged by the Trash Provider. The Trash Provider remitted these funds to the HPCA and

Current Collection and Disposal Services

22 businesses use a private contract with the provider and store their own containers (toters) on either their private property or within their business. Almost all these businesses are located on the west side of Main Street and do not have access to a secondary alley behind their businesses. Businesses can receive service to the toters seven (7) days of week.

There are 12 contracts with the trash provider for front and rear load dumpsters on private property. These can receive seven (7) day a week service.

Approximately 85 businesses utilize the common dumpsters for their trash. The containers used are a combination of frontload containers and compactors. Frequency of pick-ups varies depending on the time of year. Two cardboard recycling containers are available for use and are included within the current trash contract. A third cardboard container is now located in the Brew Pub Parking Lot to address the recent large volumes.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

Enhanced Services

Due to fluctuations in the economy, snowfall, and other factors, there is a need for extra capacity and services to the common containers. These requests typically occur January through March and average 12 a year. The requests in 2019 are as follows:

January	01/28/19	February	02/18/19	March	03/04/19	April	04/01/19
	01/28/19		02/18/19		03/04/19		
	01/29/19				03/20/19		
	01/31/19				03/20/19		
	01/30/19				03/25/19		

Event Trash Needs

The Sundance Film Festival, Kimball Art Festival and Tour of Utah all require additional containers to meet the trash needs for the event. These containers are ordered in coordination with Park City Municipal and the event organizer.

The trash impacts from the events cause an increase in disposal costs that was shouldered by existing, year-round businesses in the past. Park City Municipal now requires, through their convention and sales (temporary business) license process for any businesses licensed exclusively during the timeframe of the event to pay a flat fee of \$100 which is collected by the trash provider. Recent changes to licensing during the film festival results in a significant budget increase for the HPCA to help offset impacts from the festival.

Event Disposal Costs Example. Sundance Film Festival 2013 – 2015.

<i>Common Dumpsters Monthly Service Fee</i>			
	<i>January</i>	<i>February</i>	<i>March</i>
<i>2015</i>	<i>\$10,862.36</i>	<i>\$6,549.76</i>	<i>\$7,270.40</i>
<i>2014</i>	<i>\$10,932.75</i>	<i>\$4,705.75</i>	<i>\$4,911.50</i>
<i>2013</i>	<i>\$7,516.45</i>	<i>\$4,452.03</i>	<i>\$5,134.03</i>

<i>Average Cost for February and March</i>	<i>Difference</i>
<i>\$6,910.08</i>	<i>\$3,952.28</i>
<i>\$4,808.63</i>	<i>\$6,124.13</i>
<i>\$4,793.03</i>	<i>\$2,723.42</i>

During this period there were 121 businesses paying into the shared dumpsters incurring an additional cost between \$2,700 and \$6,000 annually to cover the increased trash service during January. This amount was calculated taking the average of February and March and subtracting it from January disposal costs.

Analysis for Future Contracts

Current service needs and issues, existing demand, and projected waste growth needs to be determined in order to develop and solicit for trash, food waste and recycling services.

Overview of Process

During the development of this document, each local recycling and trash provider was contacted and spent time outlining their current thoughts on the existing trash and recycling systems for Main Street and ideas about how meet future needs.

Time was also spent with Tom Bradley, Park City Mountain Regional Environment Manager, Carolyn Warra, Mary Closser and Troy Holding, Recycle Utah, Julie Schultz and Madelyn Carter with Deer Valley Resort. Understanding their operations and challenges gave further insight into the ongoing education and monitoring needed to ensure a successful operation.

The best model identified that could translate to the needs of Main Street is the Park City Mountain Resort Canyon's Village program. The variety of commercial uses and seasonality of the workforce help with understanding how to scale a similar program can be scaled to meet the merchants' needs.

The survey sent to the merchants received only 27 responses. Knowing that it represents a small percentage of the merchants, it does give a glimpse as to some of the reasons behind recycling and waste diversion. Many agreed that space to store recyclables is a key issue as to what prevents them from recycling more. This can be addressed with frequency of services, which may result in a higher cost program. Cost of services followed space and frequency issues as a concern.

The information gained through this process provided insight into the following areas and led to the recommendations included.

Current Frequency and Issues – Projected Frequency

In 2019 there were five (5) extra pickups in January; two (2) in February; five (5) in March; and one (1) in April. Both the dumpster in the Brew Pub Lot and the cardboard container behind Firewood are the two that constantly overflow. At this time the trash provider does not service the containers on Sunday because the Summit County landfill is closed, resulting in many issues including a frequent overflow Saturday night/Sunday morning during peak weekends.

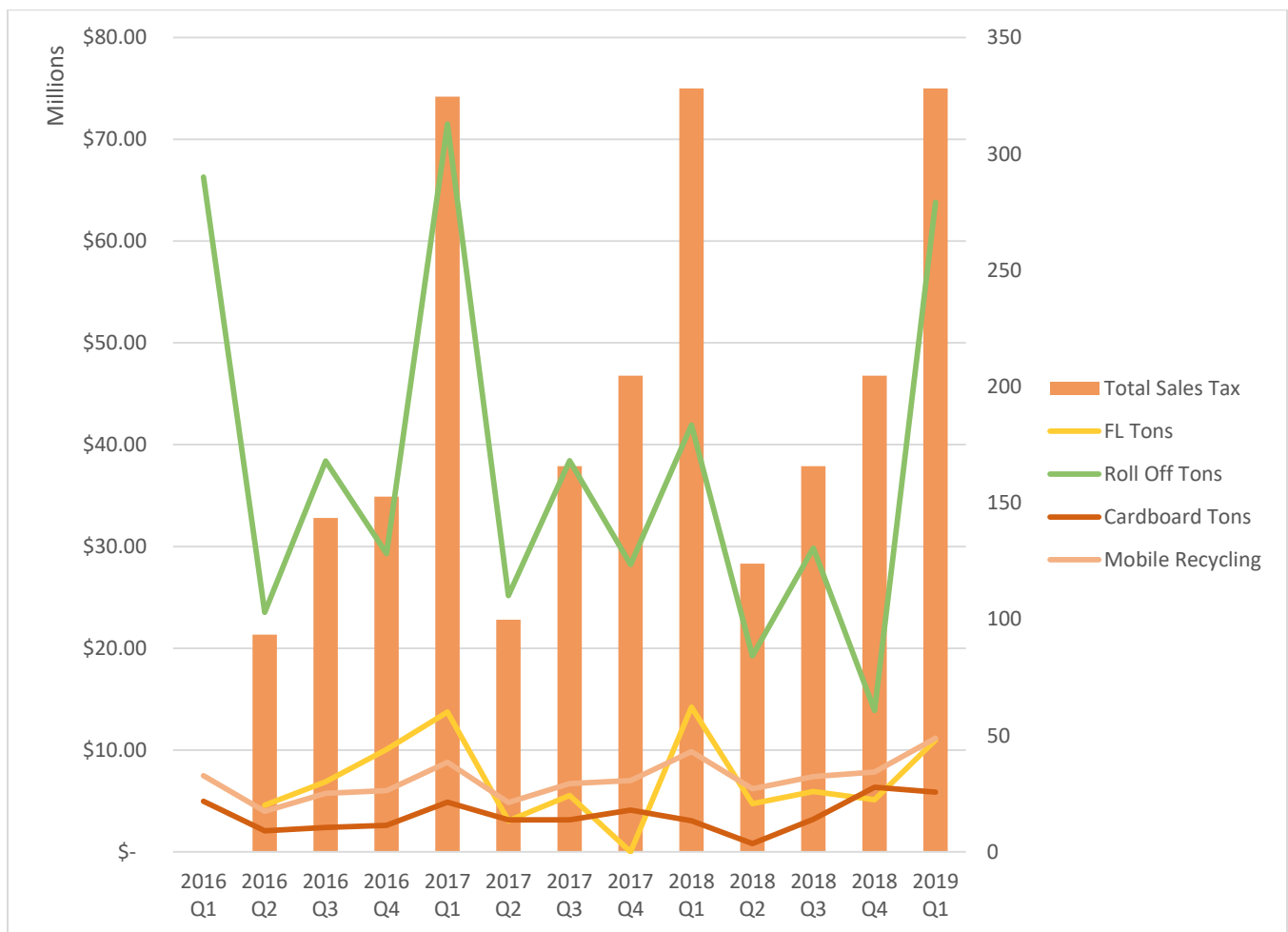
Given the data we currently understand, the following statements correct and be used as guidelines in the development of a final waste management plan.

- Additional capacity and/or frequency of pickups at both the Brew Pub Lot and Firewood containers is needed for the 19/20 season.
- A pilot program or first phase of a recycling and/or food waste program could immediately benefit the current trash overflow in this area of the street.
- Sunday service at the County landfill would address most of the ongoing capacity issues.

- Accommodation of additional trash and waste receptacles in the Brew Pub Parking Lot outweighs the loss of parking spaces in the area on a short-term basis.
- To meet PCMC Code, all dumpster enclosures need to be enclosed.

Volume Estimates

The attached graph shows the trash volume by quarter from 2016 to spring of 2019. The information is shown against the sales revenue growth for Main Street during the same time. The recycling numbers shown are for Good Earth Mobile Recycling pickups. Approximately 26 businesses contract with private providers for pickup of materials from food waste, plastic, glass and cardboard. There is not enough specific tracking by the private providers to add the materials they collect in an overall volume estimate of waste for the District.



For the purposes of the graph, only the tonnage of the common receptacles was included since this is the focus of the efforts. Finally, the waste tonnage is not listed for those businesses that use toters and front/rear load dumpsters.

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The

future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement, nor can it predict the amount of recyclables.

Recyclable Materials

The recycling providers in this area unanimously agreed that the top three items to recycle are cardboard, glass and food waste. While plastic and metal are items that can be recycled, efforts focused on the top three recyclables generated in the area in the first phases have the greatest ability to reduce the cost of waste removal since they take up a greater capacity and weigh the most. When comparing the recyclable materials generated by Main Street Businesses, diverting cardboard from the landfill provides the greatest relief of greenhouse gases with diverting food waste as second. Glass diversion will not provide a significant reduction in greenhouse gases; however, it will reduce trash disposal costs.

Food Waste

The type of food waste produced is impacted by several factors. There is a difference between waste generated back of house versus front of house and can vary depending on the type of cuisine served. The equipment to store the different types also differs. Businesses who utilize one-use items may use either biodegradable or compostable materials. This can be a major issue depending on how the service provider disposes of the materials.

Instituting a food waste program should be phased and should begin with restaurants interested in participating. Since food waste is not generated by all business types the contract for disposal may provide a set rate for businesses within the district versus distributing the entire cost to all businesses.

Single Stream Containers

Single Stream Recycling refers to a system in which all kinds of recyclables such as cardboard, glass and metal etc. are put into a single bin. This type of collection ensures the ability to recycle the greatest amount of material, if the bin is not contaminated.

Contamination

The biggest cause of contamination is education. With the seasonality of employment on Main Street, keeping all employees informed as to what is and what is not recyclable is needed. Keeping the bin size for recyclables smaller and placing them more frequently reduces the number of businesses using each receptacle. This could make it easier to find the business and/or employee that needs additional education.

Removal of Parking

The common dumpsters are located on public property and all, but one has been in place for five (5) years. The HPCA is aware that a new trash and recycling program may require use of existing parking spaces. Any elimination of parking in the Main Street area is felt by the merchants; it is one less place for an employee or customer to park in a system whose capacity cannot handle current or increased demand.

In the past the HPCA supported the removal of parking for programs like the outdoor dining decks. The Board weighed the loss of parking against the benefits of increased vibrancy and positive atmosphere they bring to the district.

Regarding trash and recycling containers, the HPCA will consider relocation and new placement for collection containers. Factors that would justify parking removal include reduction of distance between businesses and containers and increased ability to screen the containers.

Use of Public Property

The closer recycling containers are to businesses the more frequently they will be used. Many businesses have found they can divert most of their waste from the landfill by contracting with recycling providers to service their own individual recycling containers.

When a business does not have space on their property to place recycling containers, the City will consider placement on public property. Factors such as walkways, ability to screen the containers, percentage of waste diversion and cleanliness are part of the review process. Developing an administrative review process, like the dining decks, can encourage businesses to make the extra effort to recycle more of their waste.

Ease versus Cost

The HPCA Trash and Recycling Committee recognizes the ultimate waste management plan will need to balance the cost of the program with the ease of participation. Ease of the program results in higher rates of participation which translates to diversion of reusable waste from the landfill.

Ease of a program needs to address the following factors:

- Education of employees
- Distance of containers/pick-up location for recyclables from each business
- Container selection

The common containers in Swede Alley are outlined on Exhibit A and include the frequency and stops made by the Mobile Recycling Center. The current placement of common containers is no greater than four-hundred feet (400') from the businesses who use them. When approaching a new trash and recycling program, the method by which the materials are transported to Swede Alley needs to be evaluated. Many current containers leak and leave grease marks along the sidewalk.

In 2009 the HPCA did investigate curbside pick-up but decided against it since they didn't want the unsightliness of bins left overnight for morning pickup. Park City's heavy snowfall also makes curbside pickup a logistical nightmare.

The Mobile Recycling Center program provides ease of recycling to businesses with a smaller number of recyclables. Green Earth Recycling, the current operator of the Mobile Recycling Center has been asked to apply through the RFQ process. Their services will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Diversion versus Cost

The Historic Park City Alliance wants a program that prioritizes sustainability and maximizes resources. The resources include reuse of materials to an extent that the diversion of recyclables and food waste reduces the amount of trash entering the landfill, thereby extending the life of the landfill. However, cost is the one factor that will impact diversion rates the most.

Currently recycling rates are three times the cost of tipping fees at the landfill. Increased diversion will cost the merchants more than disposing of all waste in the trash. The survey responses showed 65% of the merchants (27 responses) would pay more for recycling services. Being a good steward to the environment was the most significant reason people listed as their desire to recycle more. The survey showed most of the respondents would be in favor of a 10% to 20% increase in their disposal bill to accommodate increased recycling.

Cost Distribution

Regarding trash, those businesses who have individual contracts with the Trash Provider will be charged set rates as outlined in future contracts. As for the common area dumpsters, the recommendation is to divide the cost among all those who use the dumpsters. The current formula remains relevant and remains set for types of businesses based on their type of use and square footage.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Since trash fees are distributed among those who use the containers, businesses who divert more waste from the landfill through an individual contract with a recycling provider use the trash containers less. It then leads to the need to reduce that business's trash bill if they are part of the common dumpster program. Development of a process to track the recycling from these businesses is

key to being able to offset their trash costs to help subsidize their own cost for an individual contract to recycle.

There are two driving factors that will determine how the overall cost of the program is shared by each merchant. The first is the imbalance between encouraging high waste diversion rates and the individual service needed to accomplish those goals.

Recycling costs, in locations where businesses are utilizing shared containers, the formula would be the best guideline to calculate the percentage of the total cost for the service(s).

Incentive Structure

While the merchants are willing to see a small increase in cost for disposal services, the percentage increase may not meet the goals of Park City Municipal and the City Council. An incentive structure that absorbs the increase cost of recycling a greater amount of material is the best way to meet the goals and needs of both organizations.

Additional Efforts Required

Service providers can address all the issues outlined in the analysis, however there are some factors not under their control, that if left unattended success of the program could be compromised.

Sunday Operations at the Summit County Landfill

The amount of trash generated is highest on the weekends and Sunday is often the day the dumpsters overflow. The Summit County landfill is closed on Sunday preventing the trash provider from servicing these containers. Trash cannot remain overnight in a truck and costs to haul it to another landfill are costly and not sustainable.

Starting discussions with Summit County during their budgeting process could allow for a quicker solution than waiting for countywide demand for Sunday service.

Extend Republic Services Contract

Service providers and knowing new contracts may ask merchants to change habits, it's been determined that the best time to implement a program is in the spring. There is not adequate time for new program education with the timeline for contract negotiation and approval to start this winter season.

There is an option to extend the current contract with Republic Services until April 30, 2019. This can only be done upon mutual written agreement by the parties. The Committee felt this was necessary to allow for a May 1, 2020 start for new contracts.

Screening of Trash and Recycling Containers

There needs to be an administrative process in place for review and approval of appropriate screening of private trash and recycling containers behind buildings, even when City property is used. An

administrative process like the dining decks, outlining the terms of use of City property could allow for additional locations of recycling containers.

Recommended Trash and Recycling Procurement Process

Use of an RFQ to solicit information from service providers is recommended. Outlining all the terms of a contract through an RFP is difficult due to the complexity of the services and frequencies needed, along with the collaboration needed between trash and recycling services needed to produce the final plan. The terms of the contract will be negotiated after the service provider(s) are chosen.

City Council Input

The next step in the process is for the City Council to determine either the percentage offset the City is willing to incentivize for recycling within the Main Street Bid or the percentage diversion goal.

RFQ – Request for Qualifications

This contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

The second element of the process requests proposers provide an additive alternative proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

The primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two additional, two-year extensions.

Outline of Services Requested

The RFQ asks the submitter to address the following elements of their or suggest an alternate solution.

Trash Service

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and totes/kitchen cans on Sundays
- Ability to service totes and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and totes for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations
- Supply both front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Trash and Recycling Services During Events and Peak Days

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up

- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City

Additional Issues to Address

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season (quarterly) and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Description of Service

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

HPCA Responsibility within Contract

The HPCA maintains a contract with Park City Municipal to provide communication to Main Street businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. The HPCA is also responsible for working with City staff to develop a recycling program to accompany the solid waste management efforts.

The HPCA will keep a current list of businesses within the Main Street BID that is informed through communication with the Park City Municipal Business License Manager as well as frequent visual assessments of the District.

The HPCA will provide the contractors providing trash and recycling services to the District with an immediate update of either a new business or exiting business as soon as it is known.

PCMC Responsibility within Contract

The Business License Manager will update the HPCA on a scheduled basis of any new or existing businesses on Main Street.

Park City Municipal is responsible for monitoring the common waste receptacles and will notify the HPCA and contractor if an unscheduled pick-up is needed as well as will maintain the cleanliness of the floor area surrounding the waste collection containers.

Park City Municipal will provide the selected providers with an annual events schedule that includes street and parking lot closures that could impact waste removal.

Joint HPCA and PCMC Responsibilities

Both organizations will work together to analyze trash impacts from events and determine if additional cost recovery methods are needed. Both organizations will also develop a process to determine the waste generation factor for businesses that do not meet the standard type of categories such as restaurant, retail, gallery, etc.

Next Steps

To keep the process of selecting a trash and recycling provider(s) moving forward the following actions need to take place and are given a rough timeline as well.

Extend the Contract with Republic Services

The sooner the contract can be set for the 2019/20 winter the more time can address the current capacity and frequency needs for the area.

Issue RFQ

Finalize internal City review for the RFQ and issue the document that outlines both trash and recycling needs for the district.

Identify RFQ Selection Committee

Members of the HPCA's Trash and Recycling Committee should be considered along with Main Street businesses that currently recycle a large amount of material, along with one who is minimally recycling. Representatives on the committee should also be comprised of at least one business who utilizes each of the three services needed in the area; common containers, toters and private dumpsters. Representatives from the resorts' sustainability departments may be helpful during the selection process due to the size and scope of their programs.

Mandatory Pre-submission Meeting

Due to the complexities of the district and services needed, a mandatory pre-submission meeting shall be held to outline the current services and billing structure.

Selection of Providers

The selected trash and recycling provider(s) for the area had provided a narrative as to the services and performance measures they would meet. Collaboration between the service providers will be necessary to make sure the plan for the start of services on May 1, 2020 is set.

Merchant Plan Review

As the final plan and terms of the contract are finalized, several public meetings among the merchants shall be held to make sure all issues have been identified.

Contracts Signed

Once the final plan is set, each provider will sign a service provider contract with the City to begin performing services on May 1, 2020.

Conclusion

The ability to provide one type of trash and recycling service for the business district and still meet the needs of the merchants is impossible. From the business type, location, storage space and even cuisine served, require specific needs to increase the amount of waste diverted from the landfill.

By allowing the service providers to outline their ability to meet the needs of the Main Street merchants, the greatest flexibility remains. Flexibility will be needed when evaluating the proposals, final incentives, and cost sharing.

The City can most affect the amount of recycling materials diverted from the landfill by subsidizing the cost of recycling so the cost of disposal of recyclables is like that of trash disposal.

Exhibits

Exhibit A - Existing locations of common containers

Exhibit B - Common Container Distance Analysis

Exhibit C - RFQ

Exhibit D - Map of properties and types of trash receptacles provided by trash provider

[Exhibit E - Sample Data Sheets outlining current billing system](#)

Existing locations of common containers

A photograph showing the exterior of the building entrance. A concrete walkway leads to a dark, recessed doorway. To the left, there is a set of stairs and some greenery. The building has a light-colored, possibly stone or concrete, facade.



The Mobile Recycling Drop-off Center accepts sorted cardboard, paper, plastic, aluminum, metal, polystyrene and glass (wine box size amount) from any business in Park City's Business Improvement District. To address large glass recycling needs please contact Curb-it Recycling at (435) 901-2568 or Good Earth Recycling at (435) 655-0272.

Dates of Service for the Sundance Film Festival: January 13, 15, 16, 17, 18, 19, 20, 22, 24 and 27.

Times and Locations: Uptown Fare, 9:33-10:03 am
The Egyptian, 10:03-10:23 am
Bistro 412, 10:23-10:33 am
Shabu, 10:33-10:43 am
Pizza Noodle, 10:43-11 am

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Exhibit B

Common Container Distance Analysis

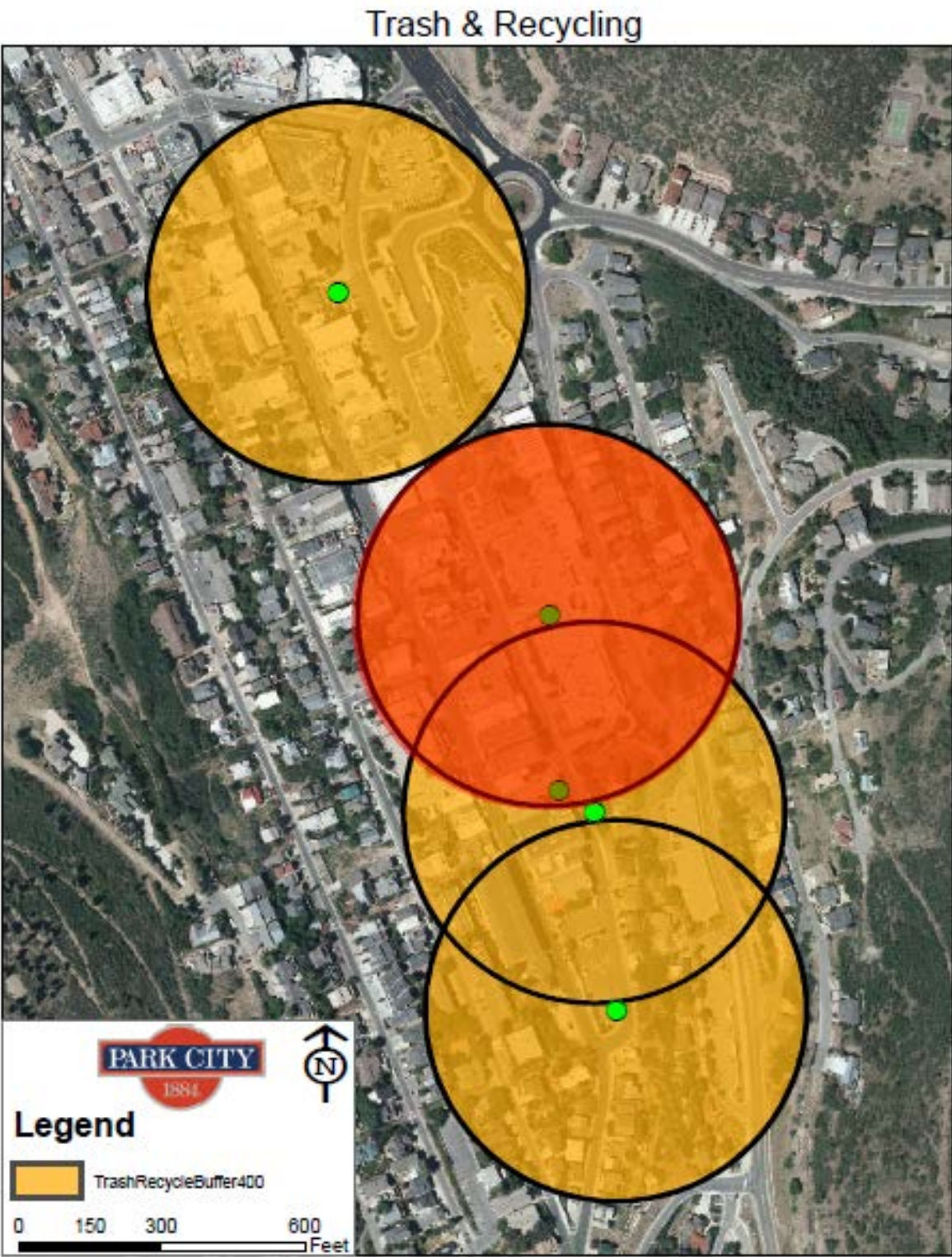


Exhibit x

DRAFT WORKING COPY ONLY

RFQ

Park City Municipal Corporation



REQUEST for QUALIFICATIONS

for

Recycling and Trash Disposal Services for the Main Street Business Improvement District

Issue Date: XX XX, 2019

Submittal Due Date: XX XX, 2019

QUALIFICATIONS DUE:

4:00 p.m., XX, XX XX, 2019

Email Delivery: Xx email

A response confirming receipt will be sent.

PROJECT NAME:

Recycling and Waste Services for Main Street BID

RFQ AVAILABLE:

xx, xx xx, 2019, at www.parkcity.org or via email from
[xx](#)

PROJECT ADDRESS:

[Main Street Business Improvement District](#)

OWNER:

Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

CONTACT:

XX

Email

PRE-SUBMITTAL MEETING:

A non-mandatory pre-submittal meeting will be held at xx,
xx xx,2019

Park City Council Chambers

445 Marsac Avenue, Park City, UT

Please email xx if you plan to attend.

Register to Receive Future Correspondence and Announcements:

If you are interested in receiving future correspondence or announcements related to the Main Street Recycling and Waste Disposal Services RFQ process, please contact xx (see e-mail address above) and request that your name be placed on the list of interested parties. If you do not register as an interested party by xx, xx xx, 2019, you may not receive future correspondence or announcements related to this RFQ process.

II. Introduction

In 2007 City Council created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District.

The Park City Municipal Corporation, in conjunction with the Historic Park City Alliance issued this Request for Qualifications (RFQ) to solicit proposals from companies interested in providing solid waste disposal and recycling services for commercial and municipal solid waste. PCMC's primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two 2-year extensions.

The services are scheduled to commence on May 1, 2020. The HPCA's solid waste tonnage was approximately 648.81 for the common receptacles which include collection of waste and cardboard. The tonnage collected from the approximate 20 businesses who have their own containers (toters/dumpsters) is unknown. There are a number of businesses who individually contract with a recycling and/or food waste provider. The amount of diversion from the waste stream provided through these contracts is unknown.

PCMC anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees. The second element of the process requests proposers provide a proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;

- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize common containers for waste and two containers for the collection of cardboard. There are approximately 20 businesses that utilize either toters or dumpsters for their own waste collection. All these businesses are billed by the service provider.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

In 2010, the current service provider for trash implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have their own. These fees are remitted to the HPCA to supplement the cost of the mobile recycling center.

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District, the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue. The total collection in 2018 of recyclables through this

program was 136.9 tons.

Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of residents and businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

III. Scope of Services

The two different services require slightly different scope of services. Please review the tasks for each element listed below.

Main Street BID Trash Disposal Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and totes/kitchen cans on Sundays
- Ability to service totes and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and totes for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations

- Supply both me front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Main Street BID Recycling Services

- Transport and dispose of Main Street BID recyclables at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Ability to charge event vendors and/or temporary licensees for a set fee

Park City Municipal Trash

Collection of waste from containers at Park City Municipal buildings which would include but not be limited to Miner's Hospital; Library and Education Center; Park and Golf, PC MCARD, Public Works, Police and Ice Arena.

Additional Information to Address as Part of Scope of Service

Description of Service/Proposed Method

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience

providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Cost of Services

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gallons							
2 yards							

3 yards							
4 yards							
5 yards							
6 yards							
8 yards							
Compactor							
Other							

Percentage price increase/year after initial length of term

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

IV. Selection Criteria

The factors to be considered in the evaluation of Proposals are listed below.

1. Cost of Services (20%)
2. Proposed method of service (20%)
3. Qualifications, references and experience in providing services of similar size and scope (20%)
4. Proposed services and diversion potential (20%)
5. Environmentally sustainable business practices (20%)

V. Selection Process

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

Upon closure of the qualification's deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
- The selection committee will determine companies to receive an interview. (Interviews will be held approximately one week after proposals are

submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

IV. Tentative Schedule for Selection Process & Project

- | | |
|--------------------------------------|----|
| • RFQ Issued: | XX |
| • Mandatory Pre-submittal Meeting: | XX |
| • Qualifications Due: | XX |
| • Interviews: | XX |
| • Notification of Award: | XX |
| • City Council Award of Contract(s): | XX |

V. Submittal Requirements & Selection Criteria

- **Executive Summary:** not to exceed 2 pages.
 - Succinctly describe your qualifications for the project and the strengths of your company.
- **Scope of Services:** A brief description of the company's approach and an outline of preliminary plans which to accomplish the Scope of Services outlined in this RFQ and detailed cost for each element. Said plans should include, but not be limited to a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different level of services are needed to address the individual needs of businesses:
 - who utilize the common dumpsters
 - on the west side of Main Street who use toters
 - who utilize a dumpster associated with their property
- **Relevant Experience—** Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

The issuer advises all proposers of the following conditions:

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government

regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.

- Park City Municipal Corporation reserves the right to change any dates or deadlines.

VI. Park City Municipal Standard Service Provider Agreement

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

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

VII. Preparation of Proposals

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

VIII. Proposal Information

- **Equal Opportunity:** The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- **Rejection of Proposals:** The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal Corporation's policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City

businesses by purchasing goods and services through local vendors and service providers.

Attachment 1: Park City Professional Services Provider Agreement

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. PROHIBITED INTEREST.

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

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

17. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

22. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA

Map of properties and types of trash receptacles provided by trash provider

187

Exhibit E

[Sample Data Sheets outlining current billing system](#)

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Contract Change Order No. 1 to the Construction Agreement with Rowser Construction LLC, in a Form Approved by the City Attorney, for an Amount of \$14,025.00 for Guardrail Installation on Royal Street, Norfolk Avenue, and Deer Valley Drive

Suggested Action:

Attachments:

[Guardrail Change Order Staff Report](#)

[Exhibit A: Rowser Construction Agreement](#)

[Exhibit B: Construction Services Invoice](#)



City Council Staff Report

Subject: Contract Change Order No. 1 to the Construction Agreement for Guardrail Installation on Royal Street, Norfolk Avenue, and Deer Valley Drive
Author: Corey Legge, Public Improvements Engineer
Department: Engineering
Date: January, 30, 2020
Type of Item: Administrative

Recommendation

Staff recommends City Council authorize the City Manager to execute Contract Change Order No. 1 to the Construction Agreement with Rowser Construction LLC, in a form approved by the City Attorney, for an amount of \$14,025.00.

Background

The Engineering Department submitted a project to the Capital Improvements Projects (CIP) Committee to install nearly 1,025 linear feet of guardrail. The project was approved with a FY2019 budget of \$99,676.00. Staff administered a formal bidding process to publicize the project per the City's Contracts and Purchasing Policy. Rowser Construction LLC (Contractor) was the only contractor to bid on the project.

City Council approved the City Manager to enter into a Construction Agreement with the Contractor for a not to exceed amount of \$47,000.00 per the City's Contracts and Purchasing Policy.

Contract Change Order No. 1 is for field changes determined to be outside of the original scope of contracted work. Field changes included additional grading, additional linear feet (LF) of guardrail installed, guardrail removal and replacement, and additional labor due to conflicts with existing utilities. The sum of the additional work items is \$14,025.00 which increases the total contract amount to \$61,025.00.

Per the City's Contracts and Purchasing Policy, City Council is required to approve all accumulated change orders which would overall increase a previously council approved contract by the lesser of 20% or \$25,000 for contracts of \$250,000 or less. The amount of increase to the contract for this CCO is almost 30%.

Contract Change Order No. 1 does not increase the total contract amount beyond the project budget approved by the CIP.

Funding

No additional funding is required to process this contract change order.

Attachments

Attachment 1 – 2019 Guardrail Install Construction Agreement

Attachment 2- Invoice for Construction Services Provided from Rowser Construction

CONSTRUCTION AGREEMENT
2019 Guardrail Install on Royal Street, Norfolk Avenue and Deer Valley Drive

THIS AGREEMENT is made and entered into as of this 4 day of September, 2019, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, (hereinafter "City"), and **ROWSER CONSTRUCTION LLC**, a Utah limited liability company, whose post office address is 174 N East Henefer Road, Henefer, UT 84033, (hereinafter "Contractor").

PURPOSE: For the project known as the 2019 Guardrail Install on Royal Street, Norfolk Avenue and Deer Valley Drive (hereinafter "Project"), consisting of connecting to existing guardrail on Royal Street: and installing guardrail on Upper Norfolk Avenue and Deer Valley Drive.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Engineering Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-

Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one

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(1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

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

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

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

Park City Municipal Corporation shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **Forty Seven Thousand Dollars (\$47,000.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **October 15, 2019**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the

Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, MLZ **(Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains

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undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the

Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Corey Legge, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: Rowser Construction, LLC, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation



Diane Foster, City Manager

ATTEST:



Leah V. Lang
City Recorder's Office

APPROVED AS TO FORM:



City Attorney's Office



ROWSER CONSTRUCTION, L.L.C., a Utah
limited liability company
174 N East Henefer Road:
Henefer, Utah 84033

6538448-5551

Utah Contractor License No.

Tax ID#: 20-8255322

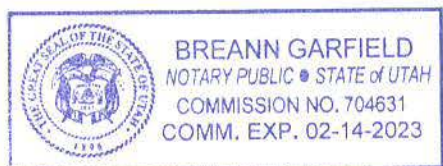


MICHELLE ROWSER


Title

STATE OF UTAH)
)
 COUNTY OF Morgan) ss.
)
~~SUMMIT~~

On this 13 day of August, 2019, personally appeared before me Michelle Rowser, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that she is the Owner (title or office) of ROWSER CONSTRUCTION, L.L.C., a Utah limited liability company, by authority of its Operating Agreement/Member Consent, and she acknowledged that she signed it voluntarily for its stated purpose as Owner (title) for ROWSER CONSTRUCTION, L.L.C., a Utah limited liability company.



Breann Garfield
 Notary Public

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bid Schedule

GUARDRAIL INSTALLATION PROJECT SCHEDULE A				
NO.	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	<u>Royal Street: Base Bid</u> Connect to existing guardrail located on the north side of Royal Street, approximately 600' from Deer Valley Drive and Royal Street intersection. Install approximately 400lf of W-Beam Guardrail along the north side of Royal Street traveling up hill. Terminate newly installed W-Beam Guardrail with Type II Anchor. (Details 1-5)	1 Lump Sum	\$ 18,000.00	\$ 18,000.00
2	<u>Norfolk Avenue: Base Bid</u> Install approximately 100lf of W-Beam Guardrail along the east side of Upper Norfolk Avenue. Approach and termination of newly installed W-Beam Guardrail with Type I Anchor. (Details 1-5)	1 Lump Sum	\$ 7,400.00	\$ 7,400.00
3	<u>Deer Valley Drive: Base Bid</u> Beginning at the south end of the median south of the Deer Valley Drive and Royal Street intersection, install approximately 525lf of W-Beam Guardrail along the west side of Deer Valley Drive traveling north. Approach shall include a Type-I Anchor and terminate with a Type-II Anchor on the trailing end. (Details 1-5)	1 Lump Sum	\$ 21,600.00	\$ 21,600.00
4	<u>Deer Valley Drive: Alternative 1</u> Beginning at the south end of the median south of the Deer Valley Drive and Royal Street intersection, install approximately 525lf of Merrit Parkway Guiderail along the west side of Deer Valley Drive traveling north. Guardrail face shall correspond to FHWA 617-60 STANDARD FOR STEEL-BACKED TIMBER GUARDRAIL. Steel posts shall be used in place of the timber posts and shall correspond to Details 1-5.	1 Lump Sum	\$ 55,000.00	\$ 55,000.00

Total Base Bid: Bids will be evaluated on this alternative.

Total of Lump Sums 1, 2 and 3:

\$ 47,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2019

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

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

PRODUCER Banasky Insurance Inc 891 Baxter Drive South Jordan UT 84095	CONTACT NAME: Summer Thompson PHONE (A/C, No, Ext): (801) 748-1009 E-MAIL ADDRESS: Summer@Banasky.com FAX (A/C, No): (801) 748-0782
INSURED Rowser Construction, LLC PO Box 9 Henefer UT 84033	INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1931916263

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZC4618	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ZC4618	3/19/2019	3/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single limit \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZC4618	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZC4618	3/19/2019	3/19/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			ZC4618	3/19/2019	3/19/2020	Limit \$350,000 Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Royal Street and Upper Norfolk Ave

Blanket additional insured applies to the general and auto liability when required by written contract. Coverage is primary and non-contributory. Blanket waiver of subrogation applies to the general and auto liability as well as the workers compensation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Thompson/SUMMER

209



The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

www.gcna.com

Bond No. 11166735

PAYMENT BOND

CONTRACTOR

(Name, legal status and address)

Rowser Construction

PO BOX 9

Henefer, UT 84033

OWNER

(Name, legal status and address)

Park City Municipal Corporation

445 Marsac Avenue

Park City, UT 84060

CONSTRUCTION CONTRACT

Date: 08/14/2019

Amount: (\$ 47,000.00-----)

Forty-Seven Thousand Dollars and 00/100-----

Description

(Name and location):

Park City Guardrail

Park City, UT

BOND

Date (Not earlier than Construction Contract Date): 08/14/2019

Amount: Forty-Seven Thousand Dollars and 00/100-----

(\$ 47,000.00-----)

Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rowser Construction

PO BOX 9

Henefer, UT 84033

Signature:

Name & Title: Michelle Rowser/owner

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

SURETY

(Name, legal status and principal place of business)

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY

Company: (Corporate Seal)

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, MI 48076

Signature:

Name & Title: Kathy Avery, Attorney-In-Fact

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 DEFINITIONS

§ 16.1 **Claim.** A written statement by the claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§18 **Modifications to this bond are as follows:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name & Title: _____

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name & Title: _____

Address:



The Guarantee Company of North America USA

One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

Bond No. 11166735

PERFORMANCE BOND

CONTRACTOR

(Name, legal status and address)

Rowser Construction
PO BOX 9
Henefer, UT 84033

OWNER

(Name, Legal Status and address)

Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

CONSTRUCTION CONTRACT

Date: 08/14/2019

Amount: (\$ 47,000.00-----)

Forty-Seven Thousand Dollars and 00/100-----

Description (Name and Location):

Park City Guardrail
Park City, UT

BOND

Date (Not earlier than Construction Contract Date): 08/14/2019

Amount: Forty-Seven Thousand Dollars and 00/100-----

(\$ 47,000.00-----)

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rowser Construction
PO BOX 9
Henefer, UT 84033

Signature: 
Name & Title: Michelle Rowser/owner

SURETY

(Name, legal status and principal place of business)

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

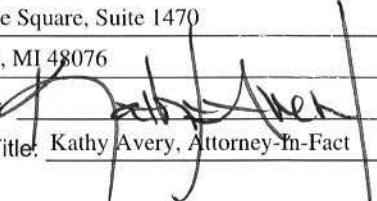
Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY

Company: (Corporate Seal)

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076

Signature: 
Name & Title: Kathy Avery, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the surety demonstrates actual prejudice.

§ 5 When the owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 DEFINITIONS

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any



The Guarantee Company of North America USA
Southfield, Michigan

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David Evans, Ryan Falk, Ryan Banasky, Rod Madsen, Kathy Avery, Scott Lifferth

Banasky Insurance, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

14 day of August, 2019

Randall Musselman, Secretary



THE GUARANTEE COMPANY OF NORTH AMERICA USA

One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Rowser Construction
PO BOX 9
Henefer, UT 84033

SURETY:

(Name, legal status and principal place of business)

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076

OWNER:

(Name, legal status and address)

Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the amount of the bid-----

PROJECT:

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

Park City Guardrail
Park City, UT

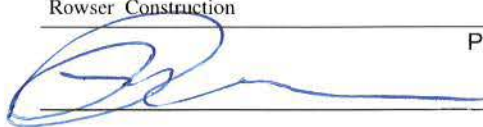
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

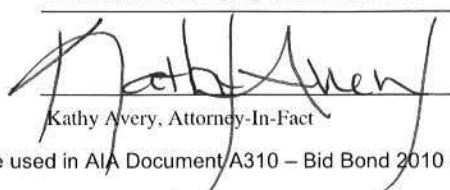
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27 day of June, 2019.


(Witness)

Rowser Construction

Principal (Seal)
(Title)


(Witness)

The Guarantee Company of North America

(Surety)
Kathy Avery, Attorney-In-Fact
(Title), (Seal)



The Guarantee Company of North America USA
Southfield, Michigan

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David Evans, Ryan Falk, Ryan Banasky, Rod Madsen, Kathy Avery, Scott Lifferth

Banasky Insurance, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 27 day of June, 2019.

Randall Musselman

Randall Musselman, Secretary

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Rowser Construction, LLC
174 N. East Hencfer Rd
Hencfer Ut 84033

SURETY (Name, and Address of Principal Place of Business):

See Attached Bid Bond

OWNER (Name and Address):

Park City Municipal Corporation
445 Marsac Avenue
Park City Ut 84060

BID

Bid Due Date:

Description (Project Name— Include Location):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal) (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Recently completed project by Rowser Construction

SR-167; I-84 to SR-39 Rehab	Staker Parsons	21,430 LF of Guardrail	Completed in 2018
Travers Ridge Road	Geneva Rock	3,130 LF of Guardrail	Completed in 2018
I-70; I-15 to Clear Creek			
Summit	W. W. Clyde	5,663 LF of Guardrail	Completed in 2018

Recently completed for UDOT and other project completed by Rowser Construction

SR-167; I-84 to SR-39 Rehab	Staker Parsons	21,430 LF of Guardrail	Completed in 2018
Travers Ridge Road	Geneva Rock	3,130 LF of Guardrail	Completed in 2018
I-70; I-15 to Clear Creek Summit	W. W. Clyde	5,663 LF of Guardrail	Completed in 2018



ROWSER CONSTRUCTION LLC,

PO BOX 9
HENEFER UT
84033

Invoice

Date	Invoice #
1/3/2020	32505

Bill To
PARK CITY MUNICIPAL P.O. BOX 1480 PARK CITY UT 84060

Ship To
ROYAL STREET UPPER NORFOLK AVE DEER VALLEY DRIVE

P.O. No.	Rep	Project
		ROYAL ST, UPPER...

Description	Est Qty	Unit	Rate	Prior Qty	Qty	Amount
ROYAL STREET BASE BID	1	LS	18,000.00	0	1	18,000.00
REMOVE EXISTING AND UP GRADE WITH NEW	62.5	LF	27.00	0	62.5	1,687.50
NORFOLK AVENUE BASE BID	1	LS	7,400.00	0	1	7,400.00
W-BEAM GUARDRAIL EXTEND 37.5 FT SOUTH	37.5	LF	32.00	0	37.5	1,200.00
DEER VALLEY DRIVE BASE BID (ALL POST HOLES HAD TO BE VACCED DO TO UTILITIES)	1	LS	21,600.00	0	1	21,600.00
VAC TRAILER WITH OPERATORS	35	HR	135.00	0	35	4,725.00
VAC TRUCK WITH OPERATORS	28.5	HR	225.00	0	28.5	6,412.50

Thank you for your business.	Subtotal	\$61,025.00
	Sales Tax (6.05%)	\$0.00
	Total	\$61,025.00
	Payments/Credits	\$0.00
	Balance Due	\$61,025.00

Phone #
435-336-4130

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the 2020 Legislative Platform

Suggested Action:

Attachments:

[2020 Legislative Platform Staff Report](#)

City Council Staff Report



Subject: 2020 Legislative Policy Platform
Author: Matthew Dias
Department: Executive
Date: January 30, 2020
Type of Item: Informational & Legislative

Summary Recommendations:

Review and, as necessary, amend the proposed “2020 Legislative Platform” policy guidelines. Per Council request, the Platform was updated in 2019 to reflect the inclusion of the newest Community Critical Priority – Social Equity.

Background:

With the 2020 Legislative Session beginning this week, staff anticipates a very active Session in terms of impacts to specific areas of local government and regulation, such as taxes, local land use and regulatory authority, affordable housing, historic districts, transportation funding, as well as sustainability and social equity. Monitoring the State’s legislative activities requires ongoing Council and staff commitment and participation throughout the 45 day Session. Despite the unpredictable nature of future legislative actions, staff recommends Council review and, as necessary, amend the proposed “**2020 Legislative Platform**,” which serves as a policy guidebook.

Legislative Platform:

The Legislative Platform was drafted to better define the City’s legislative strategies and to provide a more solid foundation for staff- and Council-led advocacy efforts at the Federal, State, and local levels. Staff has successfully deployed the Platform for a number of years to help identify legislative subject areas of general concern, as well as to make recommendations to Council on specific legislation using overarching policy guidelines. Additionally, the Platform helps staff or Council to respond to a legislative proposal and take a formal position prior to Council direction (which frequently happens between Council meetings). Council and staff only express positions that are generally consistent with the Platform, and subsequently seek Council reaffirmation at the next available meeting.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities, and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors and community workforce.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that erodes the City's broad public safety authority or interferes with local decision making regarding land use control;
3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority; and
4. Legislation that impedes the equitable administration of public services, justice, and social well-being.

Department Review:

Legal & Executive

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; and Defined Terms, Section 15-15
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Master Planned Development Staff Report and Ordinance](#)

City Council Staff Report



Subject: PL-19-04400 Land Management Code **PLANNING DEPARTMENT**
Amendment § 15-6 Master Planned Development
Author: Hannah M. Tyler, AICP, Senior Planner
Date: January 30, 2020
Type of Item: Legislative – LMC Amendment

Summary Recommendations

The Planning Department requests the City Council open a public hearing, review the proposed Land Management Code (LMC) amendments as recommended by Planning Commission, and consider approving the Ordinance.

Description

Project Name: LMC Amendments regarding Master Planned Developments
Applicant: Planning Department
Proposal: Revisions to the Land Management Code

Reason for Review

Amendments to the LMC require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Background

January 8, 2020: The Planning Commission reviewed the proposed LMC Amendments and forwarded a unanimous positive recommendation, with amendments ([Staff Report](#)).

January 16, 2020: The City Council reviewed the proposed LMC Amendments recommended by the Planning Commission and directed staff to make the following additional amendments to the Draft Ordinance ([Staff Report](#)):

- 15-6-5(C) Setbacks: Clarify 15-6-5(C) Setbacks to ensure that parcels less than two (2) acres in area can use the underlying Zone Required Setbacks without a discretionary approval by Planning Commission.
- 15-6-7(G) Open Space: Amend the minimum required Open Space to 20% with no Usable Open Space requirement.
- 15-15 Defined Terms: Remove the proposed Usable Open Space definition from LMC 15-15 Defined Terms.

The changes recommended by City Council are reflected in the Draft Ordinance (attached).

Department Review

This report has been reviewed by the Legal Department, Affordable Housing and Community Development Department.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on December 21, 2019 per requirements of the Land Management Code.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments.

Recommendation:

The Planning Department requests the City Council open a public hearing, review the proposed Land Management Code (LMC) amendments as recommended by Planning Commission and consider approving the Ordinance.

Exhibits

Exhibit 1 – Draft Ordinance

Exhibit A – LMC § 15-6-5 Master Planned Development Requirements

Exhibit B – LMC § 15-6-7 Master Planned Affordable Housing Development

Exhibit 1 – Draft Ordinance

Ordinance No. 2020-09

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING MASTER PLANNED DEVELOPMENT REQUIREMENTS, SECTION 15-6-5; AND MASTER PLANNED AFFORDABLE HOUSING DEVELOPMENT, SECTION 15-6-7.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to increase affordable housing opportunities and associated services for the workforce of Park City; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in creating a diversity of primary housing opportunities to address the changing needs of residents and finds incentives for affordable housing developments essential to the City's long term community well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the adopted Park City General Plan; and

WHEREAS, the Park City General Plan includes Goal 7 that states, "Create a diversity of primary housing opportunities to address the changing needs of residents." Goal 8 states, "Increase affordable housing opportunities and associated services for the workforce of Park City." and Community Planning Strategy 8.4 states "Update incentives for density bonuses for affordable housing developments to include moderate and mixed income housing."; and

WHEREAS, Park City has an interest in developing and incentivizing private sector development of affordable housing within City Limits; and the purpose of the master planned Affordable Housing Development is to promote housing for a diversity of income groups by providing Dwelling Units for rent or for sale in a price range affordable by families in the low-to-moderate income range; and

WHEREAS, the Planning Commission duly noticed and conducted a public hearing at the regularly scheduled meeting on January 8, 2020 and forwarded a unanimous positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 16, 2020 and January 30, 2020; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; and to create a diversity of housing options for all income levels.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 – Land Management Code Chapter 15-6-5 Master Planned Development Requirements. The recitals above are incorporated herein as findings of fact. Chapter 15-6-5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-6-7 Master Planned Affordable Housing Developments. The recitals above are incorporated herein as findings of fact. Chapter 15-6-7 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 30th day of January, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-6-5 Master Planned Development Requirements

Exhibit B – LMC § 15-6-7 Master Planned Affordable Housing Development

Exhibit A – LMC § 15-6-5 Master Planned Developments

15-6-5 MPD Requirements

All Master Planned Developments shall contain the following minimum requirements. Many of the requirements and standards will have to be increased in order for the Planning Commission to make the necessary findings to approve the Master Planned Development.

(...)

C. SETBACKS.

1. The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels ~~one (1)~~ two (2) acres or larger in size. The Planning Commission may decrease the required perimeter Setback from twenty five feet (25') for MPD applications ~~one (1)~~ two (2) acres or larger to the zone required Setback if it is necessary to provide desired architectural interest and variation.
2. For parcels ~~less greater~~ than ~~one (1)~~ two (2) acres in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
3. For parcels less than two (2) acres in size, the minimum exterior boundary Setbacks shall be Zone Required Setbacks. For parcels less greater than one (1) two (2) acres in size and located outside of the HRM, HR-1, HR-2, HR-L, HRC and HCB, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission Commission and shall be no less than the zone required Setback.
4. In all MPDs, for either the perimeter setbacks or the setbacks within the project, the Planning Commission may increase Setbacks to retain existing Significant Vegetation or natural features or to create an adequate buffer to adjacent Uses, or to meet historic Compatibility requirements.
5. The Planning Commission may reduce Setbacks within the project boundary, but not perimeter Setbacks, from those otherwise required in the zone to match an abutting zone Setback, provided the project meets minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in Section 15-6-5(D).

(...)

E. OFF-STREET PARKING.

1. The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:
 - a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
 - b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.

- c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
- d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
- e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
- f. Provisions for overflow parking during peak periods.
- g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

2. The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:
 - a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;
 - b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;
 - c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and
 - d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.
 - e. The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

(...)

HISTORY

Adopted by Ord. [02-07](#) on 5/23/2002
Amended by Ord. [04-08](#) on 3/4/2004
Amended by Ord. [06-22](#) on 4/27/2006
Amended by Ord. [09-10](#) on 3/5/2009
Amended by Ord. [10-14](#) on 4/15/2010
Amended by Ord. [11-05](#) on 1/27/2011
Amended by Ord. [11-12](#) on 3/31/2011
Amended by Ord. [13-23](#) on 7/11/2013
Amended by Ord. [15-36](#) on 6/25/2015
Amended by Ord. [2016-44](#) on 9/15/2016
Amended by Ord. [2017-46](#) on 8/17/2017

Exhibit B – LMC § 15-6-7 Master Planned Affordable Housing Development

15-6-7 MASTER PLANNED AFFORDABLE HOUSING DEVELOPMENT

- A. PURPOSE.** The purpose of the master planned Affordable Housing Development is to promote housing for a diversity of income groups by providing Dwelling Units for rent or for sale in a price range affordable by families in the low-to-moderate income range. This may be achieved by encouraging the private sector to develop Affordable Housing.

Master Planned Developments, which are one hundred percent (100%) Affordable Housing, as defined by the housing resolution in effect at the time of Application, would be considered for a Density incentive greater than that normally allowed under the applicable Zoning District and Master Planned Development regulations with the intent of encouraging quality Development of permanent rental and permanent Owner-occupied housing stock for low and moderate income families within the Park City Area.

- B. RENTAL OR SALES PROGRAM.** If a Developer seeks to exercise the increased Density allowance incentive by providing an Affordable Housing project, the Developer must agree to follow the guidelines and restrictions set forth by the Housing Authority in the adopted Affordable Housing resolution in effect at the time of Application.

- C. MIXED RENTAL AND OWNER/ OCCUPANT PROJECTS.** When projects are approved that comprise both rental and Owner/occupant Dwelling Units, the combination and phasing of the Development shall be specifically approved by the reviewing agency and become a condition of project approval. A permanent rental housing unit is one which is subject to a binding agreement with the Park City Housing Authority.

- D. MPD REQUIREMENTS.** All of the MPD requirements and findings of this section shall apply to Affordable Housing MPD projects.

- E. DENSITY BONUS.** The reviewing agency may increase the allowable Density to a maximum of twenty (20) Unit Equivalents per acre. The Unit Equivalent formula applies.

- ~~F. PARKING-OFF-STREET PARKING. Off-Street parking will be required at a rate of one (1) space per Bedroom.~~**

~~(1.) The number of Off-Street Parking Spaces in each Master Planned Affordable Housing Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:~~

- ~~a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.~~
- ~~b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.~~

- c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
- d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
- e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
- f. Provisions for overflow parking during peak periods.
- g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the affordable MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

- (2) The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:
 - a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;
 - b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;
 - c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and
 - d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.

The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

G. OPEN SPACE. All Master Planned Affordable Housing Developments shall contain a ~~A~~ minimum of twenty percent (20%) Open Space as defined in LMC Chapter 15-15. ~~fifty percent (50%) of the Parcel shall be retained or developed as open space. A reduction in the percentage of open space, to not less than forty percent (40%), may be granted upon a finding by the Planning Commission that additional on or Off-On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, significant landscaping, or other amenities are encouraged. will be provided above any that are required. Project open space may be utilized for project amenities, such as tennis courts, Buildings not requiring a Building Permit, pathways, plazas, and similar Uses. Open~~ sSpace ~~may not be utilized for Streets, roads, or Parking Areas.~~

The Planning Commission may decrease the required Open Space for projects located within 300 feet (300') of a Public Use, including, but not limited to a public park, Recreation Open Space, public trail, public school, or Public Recreation Facilities.

H. RENTAL RESTRICTIONS. The provisions of the moderate income housing exception shall not prohibit the monthly rental of an individually owned unit. However, Nightly Rentals or timesharing shall not be permitted within Developments using this exception. Monthly rental of individually owned units shall comply with the guidelines and restrictions set forth by the Housing Authority as stated in the adopted Affordable Housing resolution in effect at the time of Application.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

Cross Country Concessionaire Program Discussion

Suggested Action:

Review and discuss the current policy related to the winter concessionaire at the Park City Municipal (PCMC) Golf Course and McPolin Farm Open Space properties for winter services. Specifically, discuss the following:

- Does Council, through the winter concessionaire procurement process, wish to establish a tiered fee structure to provide better rates for local season passes?
- Review proposal for additional 3km of Nordic trails on holes five, six, and the recently purchased Armstrong Snow Ranch Pastures.

Attachments:

[Cross Country Concessionaire Program Discussion Staff Report](#)

[Exhibit A: Property Map](#)

[Exhibit B: Armstrong Snow Ranch Pastures - Conceptual Nordic Trail Alignment](#)

Subject: Cross Country Concessionaire
Author: Heinrich Deters & Logan Jones
Department: Sustainability
Date: January 30, 2020
Type of Item: Work Session

Recommendation:

Review and discuss the current policy related to the winter concessionaire at the Park City Municipal (PCMC) Golf Course and McPolin Farm Open Space properties for winter services. Specifically, discuss the following:

- Does Council, through the winter concessionaire procurement, wish to establish a tiered fee structure to provide more favorable access for local season pass holders?
- Review proposal for additional 3km of Nordic trails on holes five and six, and the recently purchased Armstrong Snow Ranch Pastures (ASRP).

Background:

Since 1981, White Pine Touring has exclusively operated Nordic skiing and snowshoeing services, as the awarded winter concessionaire, on the PCMC Golf Course and McPolin open space (Exhibit "A"). Historically, the Golf Course concession has provided the following services: Nordic track preparation/grooming, lessons, tours, rentals, retail sales and ski tuning services.

In September 2019, staff advertised a request for proposal (RFP) for a one year concessionaire agreement. White Pine Touring (JANS LTD) was the sole proposal received. At the time, Council and staff desired a future work session to discuss the consideration of implementing a new local fee reduction policy, and consideration of additional Nordic track alignments on the newly acquired ASRP (Exhibit "B"). The ASRP conservation easement proposes limited public recreational access, in the form of 'winter trails'.

Analysis:

Operations and Grooming Overview

The current concession hours of operations are 9am to 6pm, seven days a week. The typical operating season is November 15 to April 1, with flexibility on either end due to weather and snow conditions. The concessionaire prepares a groomed Nordic track daily on the 22km track when conditions permit. Costs to maintain the 22km track during the 2017-18 season were \$25,982, and \$35,981 for the 2018-19 season. The grooming machinery owned and maintained by the concessionaire has an original purchase value of \$65,191. As part of the agreement, the concessionaire pays the City a monthly rental fee of \$4,302 and five percent of total track pass sales at the end of the year.

Public Open Space and Resident Input

The concessionaire has operated on the City-owned golf course and open space as a fee-accessed area for over 35 years. Users are required to purchase a season or day

pass to access the property. Uses are restricted to Nordic skiing and snowshoeing (no bikes, hiking or dogs on trails).

Season Pass Fee Structure and Open Space Use

Historically, discounts for local residents were not offered. However, discounted passes are available for active military personnel, seniors (65+), school groups, etc.

Given the access question from City Council and the introduction of open space areas, staff recommends three alternatives for future Council policy:

- **Maintain Status Quo** – Do not implement discounts for local residents, and maintain the status quo of a flat fee for every user.
 - The system works, with few obvious flaws.
- **Two Tiered System** – Implement pass discounts for area residents living within school district boundaries.
 - In terms of recreation fees, there is precedent to maintain equal pricing for residents of 84060 and 84098 zip codes, respectively. Many collaborative agreements exist.
 - Passes purchased by 84098 residents outnumber those purchased by both 84060 and 84068. (Exhibit D below)
- **Three Tiered System** – Implement pass discounts that differentiate Park City Municipal boundaries, PC School District boundaries, and all other.
 - Though this pricing system appears fair, it contradicts precedent set by existing regional recreation agreements and pricing structures.

The current pre-/in-season rates can be seen below in Exhibit “C”, as well as a season pass breakdown by zip codes (Exhibit “D”).

Exhibit “C”

2019-20 Season Pricing		
Day Passes		
Adult Day	\$	22
Adult PM (after 3pm)	\$	14
Kids (6-12)	\$	10
<5 and 65>		FREE
Season Passes		
Pre Season - 10 punch	\$	125
Pre Season - Individual	\$	245
Pre Season - Family	\$	335
10 punch	\$	165
Individual	\$	295
Family	\$	430

Exhibit “D”

2018-19 Season Pass Breakdown:		
Purchaser Zip Code or Pass Description	# of Passes	Percentage of Total
84060 & 84068	232	19%
84098	253	21%
Other Zip Codes	231	19%
Comped <6, 65> Passes	424	34%
Comped Passes (veterans, race crew, industry etc.)	90	7%
Total Passes:	1230	

Additional Skiing Area

As part of the effort to meet increased demand for Nordic skiing by both residents and visitors, as well as provide additional public access to newly purchased open space, staff is planning to institute a new 3km loop on holes five and six, and inclusion of ASRP (see Exhibit “B”).

Recommendations:

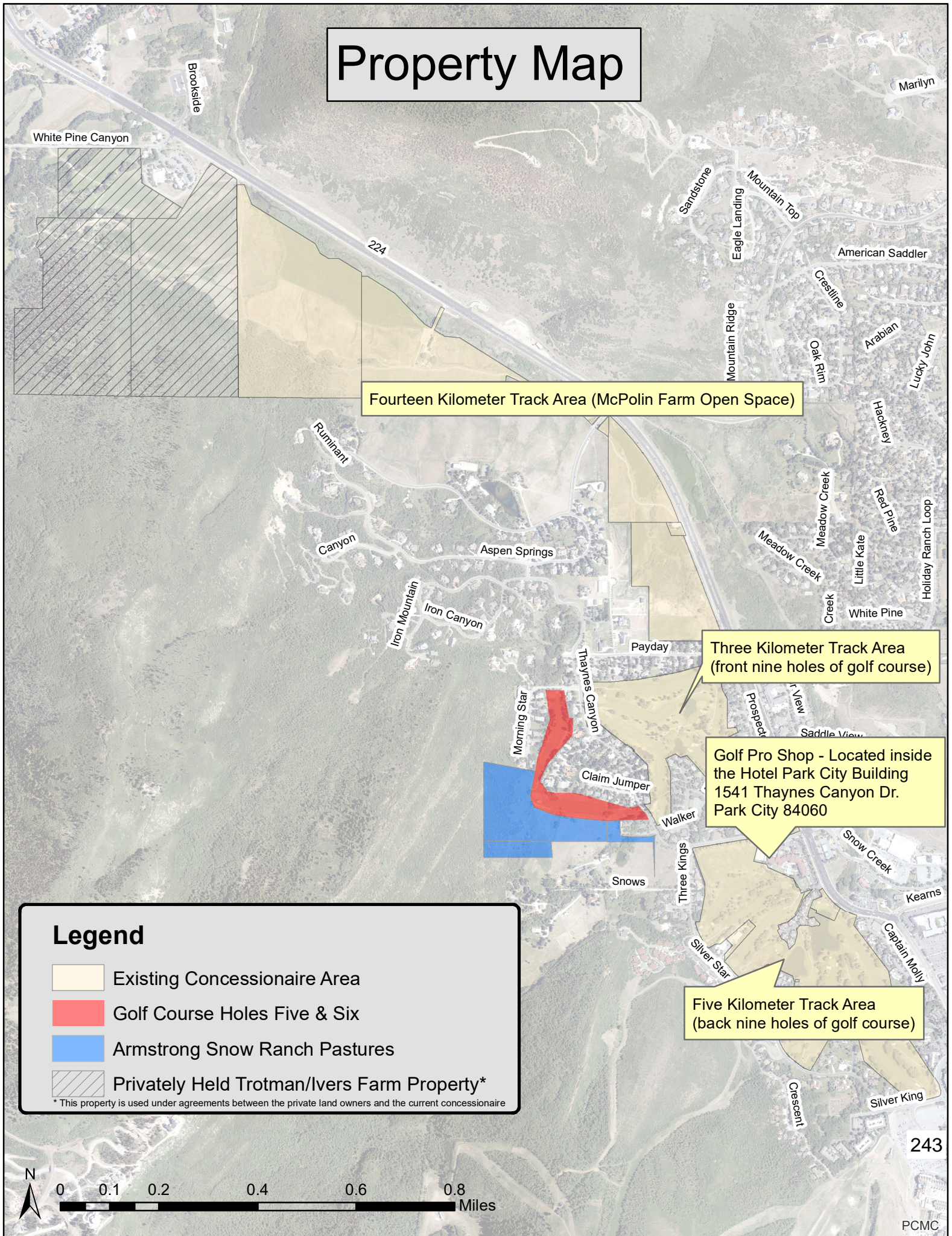
Review and discuss the current policy related to the winter concessionaire at the Park City Municipal (PCMC) Golf Course and McPolin Farm Open Space properties for winter services. Specifically, discuss the following:

- Does Council, through the winter concessionaire procurement, wish to establish a tiered fee structure to provide more favorable access for local season pass holders?
- Review proposal for additional 3km of Nordic trails on holes five and six, and the recently purchased ASRP.

Exhibit A: Property Map

Exhibit B: Armstrong Snow Ranch Pasture – Conceptual Nordic Trail Alignment

Property Map



ARMSTRONG SNOW RANCH PASTURES

Conceptual Nordic Trail Alignment



Legend

- Armstrong Snow Ranch Pastures Conservation Easement Boundary
- Conceptual Nordic Trail Alignment



Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-06, an Ordinance Approving the 322 Park Avenue Plat Amendment Located at 322 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park Avenue Plat Amendment Staff Report](#)

[Exhibit A: Applicant's Project Description](#)

[Exhibit B: Record of Survey and Topo Map](#)

[Exhibit C: Planning Commission Minutes](#)

[Exhibit D: Easement](#)



City Council Staff Report

Subject: 322 Park Avenue Plat Amendment
Author: Alexandra Ananth, Senior Planner
Department: Planning Department
Date: January 30, 2020
Type of Item: Administrative – Plat Amendment

PLANNING DEPARTMENT

Recommendation

Staff recommends the City Council hold a Public Hearing for the 322 Park Avenue Plat Amendment and consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Executive Summary/Proposal

The proposed 322 Park Avenue Plat Amendment seeks to combine two (2) existing Lots located at 322 Park Avenue into one (1) larger lot of record. The site consists of the entirety of Lot 27 and Lot 28 of Block 11 of the Amended Park City Survey and is also known as Parcel PC-168. Both lots are vacant of buildings but the rear portion of the site contains retaining walls and utility pads from the previous incarnation of the adjacent building. Furthermore these retaining walls and utility pads were constructed over the lot line between Lots 27 and 28. In addition, there are a number of easements on the lots that further constrain this property. The proposed Plat Amendment will create a Lot of 3,750 square feet in size and resolve having an existing structure cross lot lines. The site is located in the Historic Residential (HR-2) District.

No project is currently proposed for the site but the site could accommodate a Single Family Dwelling as an allowed use. Duplex Dwellings and some other uses are allowed with a Conditional Use Permit. The Design Guidelines for Park City's Historic Districts and Historic Sites will apply when a project is proposed, as will the Lot and Site Requirements for the HR-2A District.

The Planning Commission held a Public Hearing on January 8, 2020, and moved to forward a positive recommendation on the Plat Amendment to the City Council for their January 30th meeting. The motion passed 4-1. Commissioner Suesser voted against the motion. Commissioner Sletten was recused. Commissioner Hall was not present for the vote.

Description

Applicant: AG-WIP/333 Main Street Owner, LLC c/o Watt Investment Partners.
Location: 322 Park Avenue
Zoning: Historic Residential (HR-2A) District
Adjacent Land Uses: Residential (Single Family and Multi-Unit Dwelling) and Commercial

Reason for Review: Plat Amendments require Planning Commission review and City Council approval

Analysis

The purpose of this Plat Amendment is to combine two (2) 1,875 square foot existing lots (Lot 27 and Lot 28) into one (1) larger lot of record in order to create a more developable lot. The resulting interior lot line would be removed to form a larger 3,750 square foot lot with a width of 50 feet and a length of 75 feet.

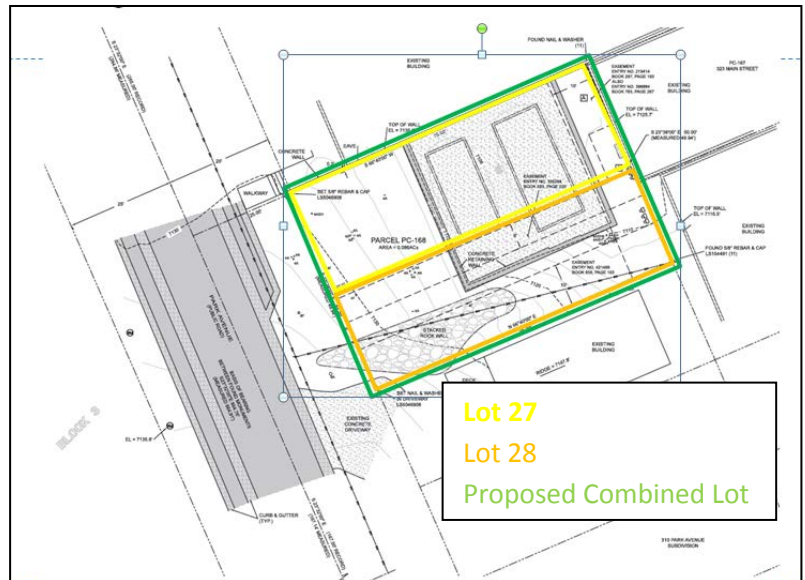
The lots contain a large retained utility pad area for condensers that have since been removed and is a remnant of the previous incarnation of the adjacent building, The Parkite, formerly known as the Park City Mall.

The applicant has indicated that the existing concrete retaining walls may or may not remain in place but that the existence of this area constrains the lots on an individual basis. However, the combination of these lots may provide sufficient footprint area to make these lots more developable in their current condition. It is possible that a future owner may elect to remove the retaining wall and utility pads. It is difficult to speculate with the walls in place, but the removal of these walls may necessitate a Steep Slopes Conditional Use Permit for future construction depending on where the footprint is proposed to be located.

At the request of the Planning Commission in response to input at the public hearing, the Chief Building Official made a site visit to inspect the structural integrity of the retaining walls and utility pads on the site. A visual inspection indicated that the walls appear to be in sound condition at the present time.

In addition to the retaining walls and utility pads, there are a number of easements on the lots that further constrain this property. Notably there is a 10 foot wide pedestrian access easement along the southern property line in favor of the adjacent properties to allow for pedestrian ingress and egress to the upper floor of the building on the Demkowicz Property, and as a means of emergency egress for any person at or upon any part of the building or the Demkowicz Property (Exhibit D - Easement).

Allowed uses in the zone include a Single Family Dwelling. Other uses including Lockout Unit, Nightly Rental, Duplex Dwelling, Hotel, Office etc., all require a Conditional Use Permit.



The following table compares the Lot and Site Requirements to the proposed combined lot:

Zone Allowance:	HR-2A	Proposed
Lot Size	1,875 SF	3,750
Lot Width	25 Feet	50 Feet
Setbacks		
Min. Front /Rear Setback	Min. 12 ft./Total 25 ft.	Must Comply
Min. Side Setback*	5 ft./Total 10 ft.	
Building Height	27 ft. from existing grade	Must Comply
Allowable Footprint	1,519 SF	NA

*A 10 foot wide easement along the south property line effectively increases this setback to at least 10 feet.

As shown in the table above, the proposed new lot will meet the Lot and Site Requirements. Although no plans for development of the site have been submitted to the Planning Department to date, any future development will be subject to the Land Management Code and Design Guidelines for Park City's Historic Districts.

Good Cause

Staff finds good cause for this Plat Amendment as it will resolve having an existing structure cross lot lines (the retaining walls and utility pads) and make the constrained lot more developable, potentially allowing for a Single Family Dwelling or other Use with a Conditional Use Permit. The applicant has stated that no project is proposed for the site at this time. Any future development will be subject to the Land Management Code and Design Guidelines for Park City's Historic Districts. No public Streets, Right-of-Way, or easements will be vacated or amended as a result of the proposed Plat Amendment.

Process

Plat Amendments require Planning Commission review and City Council approval. The approval of this Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in [LMC Section 15-1-18](#). A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits.

Department Review

This project has gone through an interdepartmental review. No significant issues were brought up at that time. Snow storage will need to be accommodated on site.

Notice

On December 20, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on December 21, 2019, according to requirements of the Land Management Code.

Public Input

At the Planning Commission Public Hearing the owner of 323 Main Street stated that the 10 foot easements are his and that they provide secondary access to his building. He stated that he did not object to the lot combination but that he believes the retaining walls do not need to remain and should be removed. A link to the Minutes of the January 8, 2020 Planning Commission meeting can be found [here](#) (beginning on page 43).

Alternatives

- The City Council may approve the 322 Park Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 322 Park Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 322 Park Avenue Plat Amendment to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The subject property would remain as two (2) separate Lots with a structure that crosses lot lines.

Summary Recommendation

Staff recommends the City Council: 1) hold a Public Hearing for the 322 Park Avenue Plat Amendment; and 2) consider approving the proposed Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Exhibits

Ordinance 2020-06 and Proposed Plat

Exhibit A – Applicant's Project Description

Exhibit B – Record of Survey and Topographical Map

Exhibit C – [Link to January 8, 2020 Planning Commission Minutes](#)

Exhibit D - Easement

Ordinance No. 2020-06

AN ORDINANCE APPROVING THE 322 PARK AVENUE PLAT AMENDMENT LOCATED AT 322 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 322 Park Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on December 20, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, on December 21, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 8, 2020, to receive input on the Plat Amendment; and

WHEREAS, the Planning Commission, on January 8, 2020, forwarded a positive recommendation to the City Council; and,

WHEREAS, on January 30, 2020, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 322 Park Avenue Plat Amendment located at 322 Park Avenue.

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

SECTION 1. APPROVAL. The 322 Park Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 322 Park Avenue.
2. The property consists of Lot 27 and Lot 28 of Block 11 of the Park City Survey.
3. The property is in the Historic Residential (HR-2A) District.
4. The properties are vacant of structures with the exception of a retained utility pad area that is a remnant of the previous incarnation of the adjacent building to the north and crosses the lot line between Lot 27 and Lot 28.
5. The lots are further constrained by a number of easements.
6. The applicant proposes to combine the subject Lots into one Lot of Record.
7. The proposed Lot meets the Lot and Site Requirement of the Land Management Code.

8. The applicant has stated that no project is proposed for the combined lots at the present time.
9. Any future project on the site will be subject to the Design Guidelines for Park City's Historic Districts and the Land Management Code.
10. No public Streets, Right-of-Way, or easements will be vacated or amended as a result of this Plat Amendment.

Conclusions of Law:

1. There is good cause for this Plat Amendment that will combine two lots into one larger lot resolving having an existing structure cross lot lines (the retaining walls and utility pads) and make the constrained lot more developable, potentially allowing for a Single Family Dwelling or other Use with a Conditional Use Permit.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. New construction shall meet Lot and Site Requirements of the HR-2A District per the Land Management Code in effect at the time of building permit submittal.
4. A Historic District Design Review application is required for any new construction proposed at the Site.
5. A 10 foot wide public snow storage easement is required along Park Avenue.

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

PASSED AND ADOPTED this 30th day of January 2020.

PARK CITY MUNICIPAL CORPORATION

MAYOR, Andy Beerman

ATTEST:

City Recorder, Michelle Kellogg

APPROVED AS TO FORM:

City Attorney, Mark Harrington

Attachment 1 – Proposed Plat

Project Description: 322 Park Ave. Plat Amendment

Combine Lots 27 & 28, Block 11, of the Amended Park City Survey.

No project is proposed.

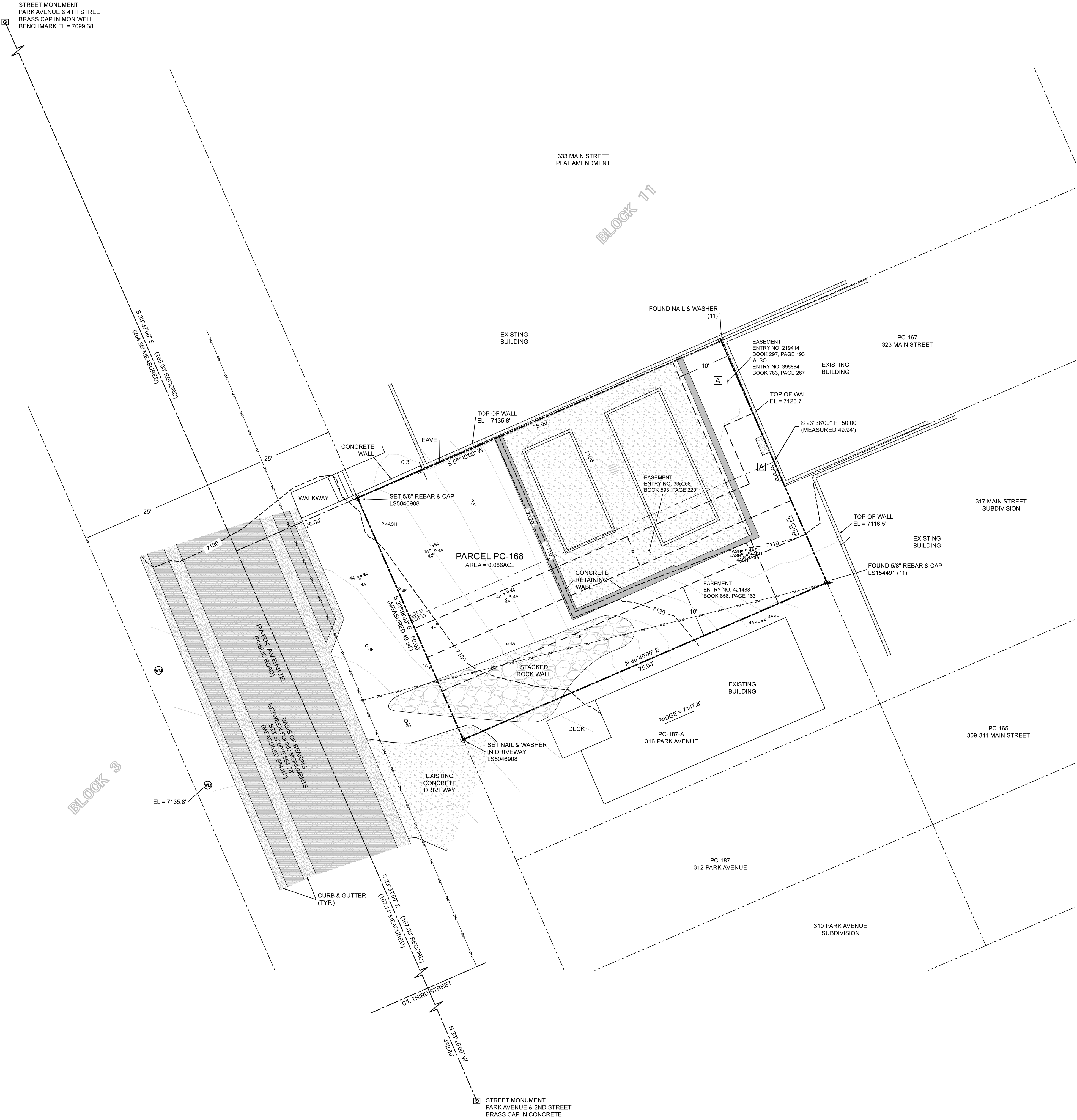
Respectfully,

Steven A Swanson

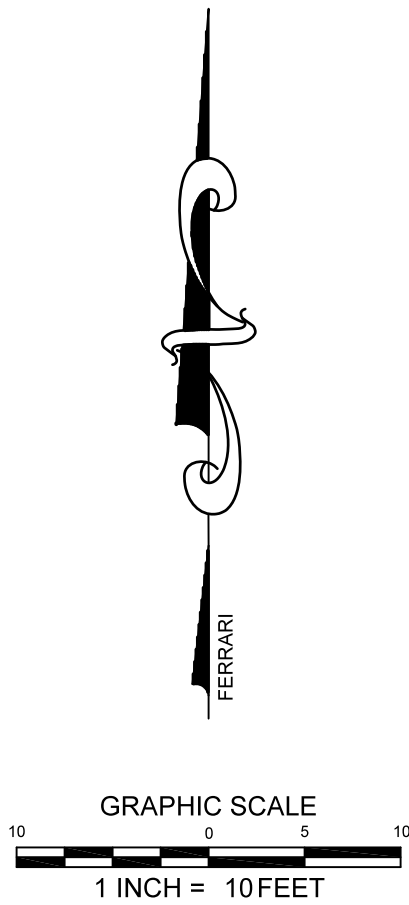
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PARK CITY
PLANNING DEPT.

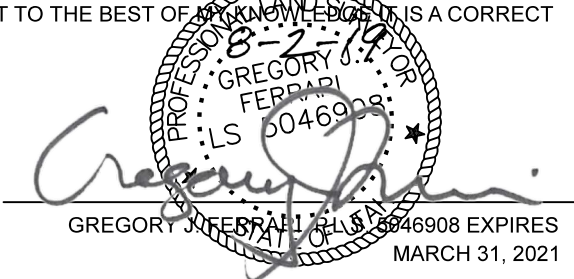


RECORD OF SURVEY & TOPOGRAPHICAL MAP
PARCEL PC-168
LOTS 27 & 28, BLOCK 11, PARK CITY SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN



SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5046908. THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECTION, OF THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



LEGAL DESCRIPTION:

LOT 27 & 28, BLOCK 11, PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AT THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND:

---	CLIENT PROPERTY LINE	●	PROPERTY CORNER (AS NOTED)
---	ADJOINING PROPERTY LINE	⊗	WATER METER
---	CENTERLINE	Ⓐ	AIR CONDITIONER
---	MAJOR CONTOUR	+	POWER POLE
---	MINOR CONTOUR	⚡	ELECTRIC METER
---	EASEMENT	⊠	STREET MONUMENT
---	LOT LINE	○ #A	TREE TRUNK, DIAM., ASPEN
---	OVER HEAD UTILITY	○ #F	TREE TRUNK, DIAM., FIR
		○ #ASH	TREE TRUNK, DIAM., ASH

PROJECT INFORMATION:

CLIENT:	STEVEN SWANSON
PROJECT ADDRESS:	LOT 27 & 28, BLOCK 11, PARK AVENUE PARK CITY, UT 84060
SERIAL NO.	PC-168
RECORD INFORMATION:	LOT 27 & 28, BLOCK 11, PARK CITY SURVEY

NOTES:

- THE PURPOSE OF THIS SURVEY IS LOCATE THE BOUNDARIES OF THIS PROPERTY ON THE GROUND AND CREATE A TOPOGRAPHICAL MAP AT THE REQUEST OF STEVEN SWANSON.
- THE EVIDENCE OF BOUNDARY SHOWN HEREON IS TAKEN FROM RECORD INFORMATION COMPILED FROM PARK CITY SURVEY.
- NO INVESTIGATION CONCERNING ENVIRONMENTAL & SUBSURFACE CONDITIONS, OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- NO INVESTIGATION CONCERNING THE LOCATION OF OR EXISTENCE OF UTILITY SERVICE LINES TO THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO ANY DESIGN OR CONSTRUCTION.
- DATE OF FIELD WORK JULY 22, 2019.
- VERTICAL DATUM IS TAKEN FROM PARK CITY MONUMENT CONTROL SHEET.
- BUILDING SETBACKS MUST BE CONFIRMED WITH THE COUNTY, HOMEOWNER'S ASSOCIATION, ARCHITECTURAL COMMITTEE, OR SIMILAR ADVISORY GROUP, IF ANY.
- THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT.
- BASIS OF BEARING BETWEEN FOUND MONUMENTS SHOWN HEREON.
- FOUND PER SURVEY S-8033 OF RECORD AND ON FILE AT THE OFFICE OF THE SUMMIT COUNTY RECORDER.



P.O. BOX 683001
PARK CITY, UT 84068

REUSE OF DOCUMENTS
THIS DOCUMENT & THE IDEAS & DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF FERRARI SURVEYING & IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FERRARI SURVEYING.

RECORD OF SURVEY & TOPOGRAPHICAL MAP
LOT 27 & 28 BLOCK 11 PARK CITY SURVEY

PC-168

STEVEN SWANSON

UTAH

SUMMIT COUNTY

PARK CITY

DRAWING: PC-168	
DATE: 8-2-19	
SCALES:	
1:10 HORIZONTAL	1 OF 1
2" CONTOURS VERTICAL	PROJECT No: 2019.81

Exhibit C

[Link to January 8, 2020 Planning Commission Minutes](#)

AGREEMENT GRANTING AND TERMINATING EASEMENTS

This AGREEMENT GRANTING AND TERMINATING EASEMENTS ("Agreement") is made and entered into this 21 day of December, 1994, by and among PARK CITY MAIN STREET MALL, L.C., a Utah limited liability company ("Grantor"), JOHN DEMKOWICZ, ("Demkowicz") and MARK AND GISELLE HUBER (collectively "Huber"). Huber and Demkowicz are referred to collectively as the "Grantees".

RECITALS

A. Grantor is the owner of certain property located in Park City, Summit County, Utah, more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Mall Property").

B. Demkowicz is the owner of certain real property located in Park City, Summit County, Utah, immediately adjacent to the Mall Property on the South, and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by this reference ("Demkowicz Property").

C. Huber is the owner of certain real property located in Park City, Summit County, Utah immediately adjacent to the Mall Property on the South, and more particularly described in Exhibit "C" which is attached hereto and incorporated herein by this reference ("Huber Property").

D. Huber wishes to acquire, and Grantor is willing to provide, an easement over and across a ten (10) foot wide portion of the Mall Property as described in Exhibit "D" which is attached hereto and incorporated herein by this reference ("Easement Tract").

E. Demkowicz also wishes to acquire, and Grantor is willing to provide, an easement over and across the Easement Tract to allow permanent access to the rear of the Demkowicz Property.

F. In consideration for receiving the easement described in Recital E, Demkowicz has agreed to relinquish, abandon and terminate that certain portion, hereinafter described, of an easement which runs over and across the Huber Property and is evidenced by that certain Grant of Easement between Silver Mill of Park City, a Utah Limited Partnership and John Demkowicz recorded April 20, 1984 in Book 297 at Page 193 of the Official Records of Summit County ("Demkowicz-Huber Easement"). The affected part thereof to be abandoned is described in Exhibit "E", attached hereto and incorporated by reference. In addition, Demkowicz has agreed to relinquish, abandon and terminate another easement pertaining to the Easement Tract as evidenced by that certain Easement Agreement between Grantor and

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 DEC 22 14:08 PM FEE: \$57.00 BY DMG
REQUEST: ASSOCIATED TITLE

101029.7

Demkowicz recorded January 28, 1994 as Entry No. 396885, in Book 783 at Page 275 of the Official Records of Summit County (collectively "Prior Easement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, including a cash payment from Huber to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Demkowicz Easement. Grantor hereby grants to Demkowicz a perpetual, nonexclusive pedestrian access easement (the "Demkowicz Easement") over and across the Easement Tract, for the benefit of the Demkowicz Property, subject to all of the terms and conditions hereinafter set forth.
2. Grant of Huber Easement. Grantor hereby grants to Huber a perpetual nonexclusive easement ("Huber Easement") over and across the Easement Tract for the benefit of the Huber Property, subject to all of the terms and conditions hereinafter set forth.
3. Scope of Demkowicz Easement. Demkowicz shall utilize the Easement Tract and Demkowicz Easement solely for the purpose of providing pedestrian ingress and egress to the upper floor of the building on the Demkowicz Property, and as a means of emergency egress for any person at or upon any part of the building or the Demkowicz Property.
4. Scope of Huber Easement. Huber shall have the right to utilize the Easement Tract for all reasonable purposes associated with the Huber Property including but not limited to the exclusive right to reasonably landscape the Easement Tract, to reasonably utilize the Easement Tract as an access route to the Huber Property and to reasonably improve the Easement Tract. As between Huber and Demkowicz, Huber shall have the right to make all reasonable decisions with respect to the use, landscaping and improvement of the Easement Tract so long as Demkowicz is able to utilize the Easement Tract for the purpose set forth in Section 3 of this Agreement.
5. Grantor Use of the Easement Tract. Grantor acknowledges and agrees that it shall have no right or obligation to improve or maintain the Easement Tract but shall permit Huber to maintain and improve the Easement Tract as provided for in this Agreement. In no event shall Grantor construct any improvements upon the Easement Tract or grant any other easements to third parties which precludes Grantees' use of this easement.
6. Taxes. Grantor shall pay all real property taxes on the Easement Tract, as well as all special assessments and other similar charges with respect to the Easement Tract.

101029.7

2

12/20/94
11:16am

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7. Termination of Demkowicz-Huber Easement and Prior Easement. Upon execution of this Agreement, that portion of the Demkowicz-Huber Easement described in Exhibit B and the Prior Easement, in its entirety, shall automatically terminate and shall be of no force and affect. Demkowicz hereby relinquishes and abandons any right to utilize the Huber Property whether pursuant to the Demkowicz-Huber Easement or otherwise and agrees to execute any instruments reasonably requested by Huber to confirm the termination of the described portion of the Demkowicz-Huber Easement and any rights to utilize the Huber Property.

8. Replacement of Demkowicz Easement. In the event that Huber obtains an alternate easement which provides Demkowicz with an easement which fulfills the purposes of the Demkowicz Easement granted pursuant to this Agreement and imposes no additional burden, inconvenience, expense or liability upon Demkowicz in obtaining access to his property, Demkowicz agrees to terminate the Demkowicz Easement in exchange for such replacement easement.

9. Maintenance and Repair. This Agreement is subject to and conditioned upon continuing performance by Huber as follows:

(a) Huber shall maintain the Easement Tract and its facilities in a first-class manner, at no expense to Grantor, and shall immediately repair, replace and restore to at least preexisting condition, any area upon the Easement Tract which is or has been excavated, graded, removed, disrupted or otherwise altered by Huber pursuant to the exercise of Huber's easement rights.

(b) Grantor has no duty or obligation to maintain, repair or improve the Easement Tract or any access improvement placed thereon by Huber or to incur any costs as a result of Grantees' use of the Easement Tract.

10. No Warranties. Grantees accept the Easement Tract in its "AS IS" condition, without warranties or representations as to the condition, beneficial use or as to the rights of any third party who may have preexisting rights of any kind over, across or under the Easement Tract.

11. Liens. It is expressly understood and agreed that Huber will not permit any mechanics', materialmen's, or other similar liens to stand against the Easement Tract on which such labor or material has been furnished in connection with any work performed by Huber or on their behalf. In the event a lien is filed and Huber wishes to contest the same, then Huber shall post bond in an amount equal to one and one-half (1 1/2) times the stated amount of the lien claim and shall thereafter pursue removal of the liens or other resolution of the claim with all dispatch. On final determination of the validity and the amount of such lien, Huber shall immediately pay any judgment rendered, whether against it or Grantor, together with all costs and charges, and shall have any such lien released at Huber's expense.

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12. **Indemnification and Hold Harmless.** The Grantees represent, warrant and covenant that Grantees shall fully and completely indemnify, defend and hold the Grantor harmless from any and all uninsured damage and liability, including costs and attorney's fees, arising in any way from Grantees' use of the easement rights created herein or the lawful use of the Easement Tract by any persons as a result of Grantees' rights created herein; except, however, such damage or liability caused by or arising out of the intentional acts of Grantor, its agents, employees, guests, invitees, successors or assigns. The respective Grantees, each for itself, represent, warrant, and covenant that each shall fully and completely indemnify, defend and hold the other harmless from any and all uninsured damage and liability, including costs and attorneys' fees, arising in any way from the intended use of the easement rights created herein by either Grantee or their permittees, excepting, however, such damage or liability caused by any person or persons over whom a Grantee has no control.

13. **Insurance.** Huber agrees to provide insurance coverage to insure for general liability created by all of Grantees' potential uses that may arise on or about the Easement Tract as a result of Grantees' rights created herein. Such insurance coverage shall be of a type, an amount and from an insurance carrier that is acceptable to Grantor, in Grantor's reasonable business judgment in accordance with commercial standards for such types of property. Grantor and each Grantee shall be a named insured under such policy. Written evidence of such insurance coverage shall be provided at least three (3) days prior to any use of or improvements to the Easement Tract by or on behalf of Grantees. Such insurance shall provide that the insurer will notify the Grantor upon its effective date and that insurer will not cancel or change the insurance without first giving Grantor thirty (30) days written notice thereof. Upon failure of Grantee to provide acceptable insurance coverage, Grantor shall have a right to obtain such insurance, to pay the premiums for the same, and to recover the cost of such insurance plus one hundred dollars (\$100.00) at once from Grantee. Grantor may terminate this Agreement if Grantee fails to fully compensate Grantor for such insurance and reinstate insurance within 30 days of written notice thereof.

14. **Cooperation Regarding Future Development.** Grantees agree to cooperate with Grantor with respect to Grantor's future development of the Mall Property. Specifically, Grantees agree not to oppose the future development plans of Grantor with regard to the Mall Property and to execute any petitions requested by Grantor regarding such development so long as such development does not materially preclude the Grantees' reasonable use of the Easement Tract.

15. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Tract to the general public or for the general public or for any public purpose except that specifically reserved herein, it being the intention of the parties that this agreement will be strictly limited to and for the purpose expressed herein.

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16. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

17. Attorney Fees. In any action, proceeding or claim made by either party to enforce the provisions hereof, the defaulting party shall pay all costs incurred by the non-defaulting party therein, including reasonable attorney fees and court costs, whether or not suit is filed, or judgment is rendered thereon.

18. Authority. The signatories hereto certify that this grant of easement and the transfer represented hereby has been duly authorized and approved pursuant to such by-laws, vote, regulation, consent or other applicable provision of Grantor's business organization from which the authority to make this grant derives.

19. Successors and Interest; Rights of Assignment. This Agreement and the easements granted hereby shall run with the subject properties of Grantor and Grantees, and shall inure to the benefit of, and be binding upon, the parties and their respective transferees, successors and assigns, and all persons claiming by, through or under them. Provided, however, Grantees may not assign any of the easement rights granted except to a successor owner of Grantees' property.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

PARK CITY MAIN STREET MALL, L.C.
a Utah limited liability company

By 
Its President

GRANTEES:


John Demkowicz

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Mark Huber




Giselle Huber

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21 day of Dec, 1994 by John Demkowicz.

 **NOTARY PUBLIC**
LOIS H. HALL
348 South 200 East
Salt Lake City, Utah 84111
My Commission Expires
August 9, 1997
STATE OF UTAH
My Commission Expires: _____



NOTARY PUBLIC
Residing at: _____

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STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21 day of Dec, 1994 by Russell A. Wong, President of Park City Main Street Member Mall, L.C.



NOTARY PUBLIC
LOIS H. HALL
349 South 230 East
Salt Lake City, Utah 84111
My Commission Expires
August 9, 1997

[Signature]

NOTARY PUBLIC

Residing at: _____

My Commission Expires: _____

STATE OF UTAH)

: ss.

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21 day of Dec, 1994 by Mark Huber and Giselle Huber.



NOTARY PUBLIC
LOIS H. HALL
349 South 230 East
Salt Lake City, Utah 84111
My Commission Expires
August 9, 1997

[Signature]

NOTARY PUBLIC

Residing at: _____

My Commission Expires: _____

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EXHIBIT "A"

The Mall Property

**ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, 14, AND 15, BLOCK 11, PARK CITY SURVEY
OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.**

**ALSO LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, BLOCK 11, PARK CITY
SURVEY OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.**

The above-described property is also known by the situs address, as assigned by the County
Official: 333 Main Street, Park City, Utah 84060.

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EXHIBIT "B"

The Demkowicz Property

ALL OF LOT 6 and the Northerly 5.0 feet of LOT 5, BLOCK 11, Park City Survey, Summit County, Utah, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

The above-described property is also known by the situs address, as assigned by the County Official: 323 Main Street, Park City, Utah 84060.

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EXHIBIT "C"

All of LOTS 29 and 30, BLOCK 11, Park City Survey of Building Lots, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

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EXHIBIT "D"

The Easement Tract

Beginning at the Southwest corner of LOT 28, BLOCK 11, Park City Survey, Summit County, Utah, according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence along the West Line of Lot 28 North 23° 38' 00" West 10.00 ft.; thence North 66° 40' 00" East 75.00 ft.; thence South 23° 38' 00" East 10.00 ft.; thence along the South line of Lot 28 South 66° 40' 00" West 75.00 ft. to the point of beginning.

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EXHIBIT "E"

BEGINNING at the Northeast corner of Lot 29, Block 11, Park City Survey, Summit County, Utah, according to the Official Plat thereof on file and of record in the office of Summit County Recorder; and running thence South $28^{\circ}38'$ East along the East line of Lots 29 and 30, 50.00 feet to the Southeast corner of Lot 30; thence South $66^{\circ}40'$ West along the South line of Lot 30, 35.00 feet; thence North $23^{\circ}38'$ West 10.0 feet more or less; thence North $66^{\circ}40'$ East 25.00 feet; thence North $23^{\circ}38'$ North 40.00 feet to the Northerly lot line of Lot 29, thence North $66^{\circ}40'$ East along the Northerly line of Lot 29, 10.00 feet to the point of beginning.

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Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Continue an Ordinance Approving 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah

(A) Public Hearing (B) Continue to March 19, 2020

Suggested Action:

Attachments:

[802 Empire Ave Continuation Staff Report](#)

City Council Staff Report



Subject: 802 Empire Avenue – Two-lot (2)
Subdivision
Project #: PL-19-03949
Author: Alexandra Ananth, Senior Planner
Date: January 30, 2020
Type of Item: Administrative – Subdivision Plat

Summary Recommendations

Planning Department Staff recommends that the City Council open a Public Hearing and **Continue** the Subdivision Plat, to the **March 19, 2020** meeting date.

Description

Applicant: Tom Peek for Old Town Lands LLC, represented by Jonathan DeGray, Architect
Location: 802 Empire Avenue
Zoning District: Historic Residential Zoning District (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Subdivisions require Planning Commission review and City Council approval

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-10, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Alice Claim Subdivision and Plat Amendment Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Alice Claim Extension Staff Report](#)

[Exhibit A: Alice Claim 2018 Ordinance](#)

[Exhibit B: Applicant's Extension of Time Request](#)



City Council Staff Report

Subject: Alice Claim Subdivision and Plat Amendment Extension of Time
Author: Alexandra Ananth, Senior Planner
Department: Planning Department
Date: January 30, 2020
Type of Item: Administrative - Subdivision and Plat Amendment Extension of Time Request

Summary Recommendation

Staff recommends that the City Council hold a Public Hearing and consider approving a request for a one year extension of time for the Alice Claim Subdivision and Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Description

Applicant: King Development Group, LLC (Jerry Fiat), represented by Bradley R. Cahoon
Location: Intersection of King Road, Ridge Avenue and Sampson Avenue
Zoning: Historic Residential-1 (HR-1) and Estate (E)
Adjacent Land Uses: Open Space and Residential (developed and undeveloped)
Reason for Review: Subdivision and Plat Amendment Extension of Time
Requests require City Council Review and Action

Executive Summary

On March 8, 2018, the City Council adopted Ordinance 2018-08 (Exhibit A) approving the Alice Claim Subdivision and Plat Amendment; Condition of Approval #2 requires that the Subdivision and Plat Amendment be recorded within two years from the date of City Council Approval. The applicant has stated that they have been working diligently to satisfy the Conditions of Approval but still have to complete some public improvements prior to recording the Subdivision and Plat Amendment. King Development Group, LLC, is therefore seeking a one year extension of time **until March 8, 2021**, to record the Alice Claim Subdivision and Plat Amendment.

Background

On May 23, 2005, the City received a complete application for the Alice Claim Subdivision (also known as "Alice Lode"). After multiple iterations, appeals, and remands, a significantly revised project was approved by the City Council on March 8, 2018. The Alice Claim Subdivision is located within the Historic Residential (HR-1) and Estate (E) Districts with Sensitive Lands Overlay (SLO) zoned property south of King Road, Sampson Avenue, Woodside Gulch and Ridge Avenue intersection. The property is comprised of 9.034 acres and includes nine (9) single family lots.

The March 8, 2018 City Council Staff Report can be found [here](#) (beginning on page 61). The March 8, 2018 City Council Meeting Minutes can be found [here](#) (beginning on page 8).

Analysis

Per [LMC 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#), applicants may request time extensions of City Council approvals by submitting a request in writing to the Planning Department prior to expiration of the approval; the applicant submitted a Request for Extension Application to the Planning Department on December 4, 2019, prior to the March 8, 2020 expiration.

The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.

Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings. The applicant has stated that although they have been working diligently to satisfy the Conditions of Approval of Ordinance 2018-08 they still have to complete some public improvements prior to recording the Subdivision and Plat Amendment.

Alternatives

- The City Council may approve the request for a one year extension of time to March 8, 2021 for the Alice Claim Subdivision and Plat Amendment as conditioned or amended;
- The City Council may deny the request for a one year extension of time for the Alice Claim Subdivision and Plat Amendment and direct staff to make findings for this decision; or
- The City Council may continue discussion on the extension request to a date certain and request additional information.
- There is not a "no action" option with this type of item.

Process

Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18. The extension provides an additional year for the applicant to record the subdivision at Summit County. Recordation shall occur prior to March 8, 2021 or the approval will expire, unless the applicant submits a written request for an additional extension.

Attachments

Ordinance 2020-10

Exhibit A - Ordinance 2019-08

Exhibit B – Applicant's Extension of Time Request

Ordinance No. 2020-10

AN ORDINANCE APPROVING A ONE YEAR EXTENSION OF THE MARCH 8, 2018 APPROVAL OF THE ALICE CLAIM SUBDIVISION AND PLAT AMENDMENT LOCATED AT THE INTERSECTION OF KING ROAD, RIDGE AVENUE, AND SAMPSON AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property located at the intersection of King Road, Ridge Avenue, and Sampson Avenue has petitioned the City Council for approval of a one year extension of time to record the Alice Claim Subdivision and Plat Amendment; and

WHEREAS, on January 16, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on January 15, 2020, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, on January 30, 2020, the City Council held a public hearing and approved a one year extension of the March 8, 2018 Alice Claim Subdivision and Plat Amendment to March 8, 2021;

WHEREAS, it is in the best interest of Park City, Utah to approve the one year extension of the March 8, 2018 Alice Claim Subdivision and Plat Amendment to March 8, 2021.

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

SECTION 1. APPROVAL. The one year extension of the March 8, 2018 Alice Claim Subdivision and Plat Amendment, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at the intersection of King Road, Ridge Avenue and Sampson Avenue.
2. The project includes nine (9) lots on approximately 9.034 acres.
3. The project was approved by the City Council on March 8, 2018 as Ordinance 2018-08.
4. Condition of Approval #2 requires that the Subdivision and Plat Amendment be recorded within two years from the date of City Council Approval.
5. The applicant has stated that they have been working diligently to satisfy the Conditions of Approval of Ordinance 2018-08 but still have to complete some public improvements prior to recording the Alice Claim Subdivision and Plat Amendment.
6. Per [LMC 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#), applicants may request time extensions of the City Council approval by submitting a request in writing to the Planning Department prior to expiration of the approval.

7. The applicant submitted a Request for Extension Application to the Planning Department on December 4, 2019, prior to the March 8, 2020 expiration.
8. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.
9. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

Conclusions of Law:

1. There is Good Cause for this one year extension of the March 8, 2018 Alice Claim Subdivision and Plat Amendment to March 8, 2021.
2. The extension is consistent with the Park City Land Management Code and applicable State law Subdivisions and Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed one year extension of the Alice Claim Subdivision and Plat Amendment.
4. Approval of the one year extension, subject to the Conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. With the exception of Condition of Approval #2, all Conditions of Ordinance 2018-08 remain in full force and effect.
2. The applicant will record the Alice Claim Subdivision and Plat Amendment prior to March 8, 2021 unless an additional extension is submitted to the Planning Department and approved by the City Council prior to expiration of this approval.

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

PASSED AND ADOPTED this 30th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Ordinance 2018-08

AN ORDINANCE APPROVING THE ALICE CLAIM SUBDIVISION AND PLAT AMENDMENT, LOCATED AT THE INTERSECTION OF KING ROAD, RIDGE AVENUE, AND SAMPSON AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Alice Claim Subdivision and Plat Amendment located at the intersection of King Road, Ridge Avenue, Sampson Avenue, and Woodside Gulch, have petitioned the City Council for approval of the Alice Claim Subdivision and Plat Amendment; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 25, 2006, January 28, 2009, February 25, 2009, April 8, 2015, May 27, 2015, June 10, 2015, July 8, 2015, July 22, 2015, August 12, 2015, December 9, 2015, May 25, 2016, July 13, 2016, July 27, 2016, and April 12, 2017 to receive input on the proposed subdivision;

WHEREAS, on October 8, 2015, October 29, 2015, March 9, 2017, May 25, 2017, February 15, 2018, and March 8, 2018 the City Council held a public hearing on the proposed Alice Claim Subdivision; and

WHEREAS, on October 29, 2015, and March 9, 2017 the City Council remanded amended application on the proposed Alice Claim Subdivision back to Planning Commission; and

WHEREAS, on April 12, 2017, the Planning Commission forwarded a positive recommendation to the City Council; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Alice Claim Subdivision and Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Alice Claim Subdivision and Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The subject site is located at the intersection of King Road, Ridge Avenue, and Sampson Avenue (approximately), within the Historic Residential (HR-1), Historic Residential-Low Density (HR-L), and Estate (E) Districts.
2. The proposal includes nine (9) lots on approximately 9.034 acres which will not be allowed to be subdivided further.
3. The property is composed of "metes and bounds" parcels and contiguous platted lots.
4. A City water tank and land owned by the City is adjacent to the subject property on the south end, and a City-owned parcel bisects the subject property.
5. The applicant previously undertook a voluntary remediation of the regulated soils on the site, which included soil remediation both in the Alice Claim 8.49 acre portion and within a 1.7 acre portion of the adjoining City property.
6. The owner secured legal access through an easement to the property through the Woodside Gulch access, land privately owned.
7. As proposed, the access will not require retaining walls greater than six feet (6') feet; therefore, a CUP would not be required.
8. The Woodside Gulch stream runs through the property and any changes to the stream will require a Stream Alteration Permit. The Applicant will need to obtain a Stream Alteration Permit from applicable state and/or federal agency. Any changes to the stream may also require an amendment to the Voluntary Clean-up Program remediation with the Utah Department of Environmental Quality.
9. The property, which was once the site of the Alice Lode Mine, was previously the site of mining activities, which have since undergone recent remediation.
10. A Voluntary Clean Up of the property was initiated by the Applicant.
11. Most of the remainder of the site has mature stands of oak, maple and aspen trees in addition to areas of smaller shrubs and grasses.
12. A culvert for the stream is proposed in order to meet the fifty foot (50') setback regulations from streams within the Estate District, otherwise the culvert would not be necessary.
13. This development is located upstream of the FEMA Flood Plain Studies.
14. The applicant does not request any setback reductions from the Planning Commission for the Estate District Lot.

15. Water Service is available and as proposed can meet required water pressure to all of the proposed development sites (proposed Lots) within the development.
16. A Debris Flow Study has been completed for the stream to determine if a debris basin is required.
17. Existing trails are shown on the plat and granted a public easement.
18. Proposed utility plans have been submitted and shall be reviewed / processed prior to plat recordation.
19. The access road and it's easement is proposed over 10% grades and will not be eligible to be converted to public ROWs in the future.
20. Building pads / limits of disturbance are shown on the proposed plat (Attachment 1). All other property as open space should be protected by conservation easement held by the City and the HOA to maintain the land.
21. The proposed access road with utilities is required to be a minimum of twenty feet (20') wide. The access road grades are proposed to be fourteen percent (14%).
22. Public trails are shown on Attachment 1 with a 15' public recreational trail easement.
23. The proposed lot within the Estate District is 3.009 acres.
24. The proposed eight (8) lots within the HR-1 District are 4,510 square feet each.
25. A geotechnical report has been reviewed by the City Engineer for the overall site but individual geotechnical reports have not been submitted for each lot.
26. The applicant owns other adjoining properties within the Historic Residential Low-Density (HRL) District. Two (2) of these contiguous properties are lots 1 and 2 of the Ridge Avenue Subdivision.
27. The existing encumbered Lots 1-7 and 36-40, Block 77 of the Millsite Reservation will be dedicated to the City upon plat recordation as they current have a road over them.
28. The proposed lots, as positioned, are to avoid ridgelines and allow for drives that contour with the topography in order to meet the required grades.
29. The existing mine shaft on the property is currently filled as stated on the site plan dated May 18, 2015.

30. The application for the Alice Claim subdivision was deemed "complete" by the Planning Department on May 23, 2005.
31. Between 2006 and 2009, the Planning Commission conducted three (3) work sessions to discuss the project and visited the property during two site visits.
32. On October 8, 2014 the Planning Commission conducted a site visit and work session to discuss the history and 2009 site plan proposed for this project.
33. The Applicant submitted a revised site plan, plat and all required submittals for the subdivision and plat amendment on January 23, 2015.
34. The Planning Commission reviewed the request and held public hearings on April 8, 2015, June 10, 2015, July 8, 2015, and July 22, 2015.
35. During this time consisting of October 2014 and July 2015 the applicant submitted further revisions to the plat to address City concerns as well as to address plat discrepancies.
36. On August 12, 2015 the Planning Commission forwarded a negative recommendation to the City Council.
37. On October 8, 2015 the City Council reviewed the proposal.
38. On October 29, 2015 the applicant submitted an amended site plan which moved the lots closer to the gully. The City Council reviewed that amended site plan and remanded the application back to Planning Commission for their review.
39. The Planning Commission held a work session on December 9, 2015.
40. The Planning Commission held public hearings and reviewed the updated proposal on May 25, 2016, July 13, 2016, July 27, 2016, and April 12, 2017.
41. After Applicant secured access on Woodside Gulch and proposed a modification to the Application based on the new access, the City Council remanded the updated gully site plan with modified entry back to Planning Commission on March 9, 2017.
42. The Planning Commission held a public hearing and reviewed the updated proposal with the new access through Woodside Gulch, privately owned property, on April 12, 2017.
43. The City Council held and reviewed the updated proposal with the new access through Woodside Gulch, privately owned property on May 25, 2017 and March 8, 2018.

44. In order for all site improvements to be completed, the applicant must either complete all site improvements prior to plat recordation or provide adequate financial guarantees for completion.

Conclusions of Law

1. There is good cause for this subdivision and plat amendment.
2. The subdivision and plat amendment are consistent with the Park City Land Management Code and applicable State law regarding subdivisions and plat amendments.
3. Neither the public nor any person will be materially injured by the subdivision or plat amendment.
4. Approval of the plat and plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, **prior to recordation of the plat.**
2. The applicant will record the subdivision and plat amendment at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) years' time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations at the time of the submittal.
3. Recordation of this plat and completion and approval of final Historic District Design Review and Steep Slope Conditional Use Permit, if required, applications are required prior to building permit issuance for any construction of buildings within this subdivision. Completion and approval of final Historic District Design Review applications are required prior to building permit issuance for any construction of retaining walls.
4. Lot 1 in the Estate District shall be subject to Historic District Design Review process (prior to building permit approval).
5. Modified NFPA 13-D sprinklers shall be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation. (Added as plat note 18 on

proposed plat).

6. Snow storage of roads and private drives shall be addressed and approved by the City Engineer throughout the development **prior to plat recordation**. Snow storage sites cannot discharge immediately into the stream. (City Engineer to review updated snow storage plan prior to plat recordation in conjunction with all other applicable utilities, improvements, etc.).
7. Sewer system design and service will need to meet Snyderville Basin Water Reclamation District's (SBWRD) requirements and receive final design approval by SBWRD before the proposed plat can be signed by SBWRD. If the sewer system design requires a substantial change, as determined by SBWRD, Planning Director and City Engineer, to the layout of this subdivision plat, this approval shall be null and void and an application to amend the Ordinance and plat shall need to be submitted and be reviewed and go through the entire process including internal review, Planning Commission and City Council review. **(Prior to plat recordation)**.
8. The proposed water system will need to receive written approval from the Building and Engineering Departments in order for the subdivision to meet water requirements **prior to plat recordation**. If the water system requires a substantial change to the proposed subdivision configuration, as determined by the Planning Director and City Engineer, this approval shall be null and void and an application to amend the Ordinance and plat shall be submitted, a reviewed, and go through the entire process including internal review, Planning Commission and City Council review.
9. There shall not be any further subdivision of any additional lots in this subdivision. A plat note shall reflect this condition. (Added as plat note 9 on proposed plat).
10. All state requirements must be met, state permits including Stream Alteration Permit will be required for the culvert construction. Culvert shall be installed by the applicant **prior to plat recordation**.
11. The culvert will be owned and maintained by the City. (Dedication of drain line and easement added to proposed plat).
12. This development is located upstream of the FEMA Flood Plain Studies. A study shall be completed extending the FEMA Flood Plains through this development **prior to plat recordation**. Acceptance or denial of the study by FEMA is not required prior to plat recordation. All lots will require an Elevation Certificate showing the lowest occupied floor is at or above base flood elevation prior to building permit approval.
13. A completed Hydrology and Hydraulics Study is required to identify the culvert's

size, and upstream / downstream impacts **prior to plat recordation**. Any identified impacts from the Study must be addressed and approved by the City Engineer prior to culvert construction.

14. The culvert inlet shall be at least fifty feet (50') away from any structure on Lot 1. (Added as plat note 22 on proposed plat).
15. A Debris Flow Study must be completed **prior to plat recordation** for the stream to determine if a debris basin is required. (Submitted on November 1, 2017).
16. Limits of disturbance as shown on Attachment 1 shall be clarified on the **plat prior to plat recordation** to be able to quantify the square footage upon which shall remain in place and no changes shall be made. All other property shall be restricted as open space and/or protected by 3rd party conservation easement. (This area has been identified on the proposed plat).
17. All engineering design for utilities must be approved prior to plat recordation. The utility plan will need to be submitted showing how each of the wet and dry utilities will be able to be placed within the development with required separations or with special conditions as approved by the proper regulatory agencies and approved by the City Engineer **prior to plat recordation**.
18. Any roads over 10% grades will not be eligible to be converted to public Rights-of-Way in the future. (Added as plat note 24 on proposed plat).
19. Drives (private road / Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty feet (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road. Fire District access shall be noted and identified on the recorded plat. (Added as plat note 11 on proposed plat).
20. The Applicant will need to receive City Council's approval to provide access and utility easement over the City's property for Alice Court and where they may cross water lines, storm drainage, sewer lines, etc. This will need to occur **prior to plat recordation**.
21. Applicant shall provide recommendations to the City Engineer for alterations to the King Road and Alice Court intersection that optimizes turning movements and minimizes conflicts for emergency vehicles, **prior to plat recordation**.
22. The Applicant will need to receive, from the Utah Department of Environmental Quality (UDEQ), under the UDEQ Voluntary Cleanup Program, a final Certificate of Completion for remediated soils within the Applicant's property prior to building permit approval.

23. If a Site Management Plan is required for the UDEQ Certificate of Completion, the UDEQ approved Site Management Plan must be submitted to the Building Department prior to building permit approval.
24. Public trails are shown with a 15' public recreational trail easement. (Added as plat note 3 on proposed plat).
25. Any structures built near the existing mine shaft shall be setback at least ten feet (10') if the shaft is filled up to the ground surface with soil and/or gravel and at least forty feet (40') setback if the shaft is not filled. The mine shaft shall be shown on the plat and the setback noted. (Mine shaft and setback is shown on proposed plat).
26. If the site plan is substantially altered, as determined by the SBWRD, Planning Director, and City Engineer, due to any utility redesign or retaining wall redesign or other unforeseen issues, this approval shall be null and void and an application to amend the Ordinance and plat shall need to be submitted and be reviewed and go through the entire process including internal review, planning commission and city council review.
27. All Public Improvements, except the Lot 1 culvert, may be completed after plat recordation but prior to the first building permit. A financial guarantee, inspections fees, and executed agreement for all public improvements shall be submitted and approved prior to building permit.
28. City utility maintenance access is required across the drives for Lots A. (Added as plat note 2 on proposed plat).
29. Individual water booster or fire sprinkler system pumps to increase water pressure shall not be allowed, unless approved by the Fire Marshal. (Added as plat note 4 on proposed plat).
30. Individual geotechnical reports will be required for each lot prior to issuance of a building permit. (Added as plat note 12 on proposed plat).
31. Significant vegetation / mature trees that will be lost due to the development shall be approved by the Planning Department and be replaced in kind or with three (3) smaller trees as close to the original location as possible within one (1) year of tree removal.
32. No duplexes shall be allowed. (Added as plat note 13 on proposed plat).
33. Existing utility and access easements may be added, adjusted, vacated or remain in their current location. Changes to these easements and/or addition of easements shall be shown on the plat. (Added as plat note 14 on proposed plat).

34. The Alice Claim development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. Each lot within this common development shall be required to obtain a MS4 storm water permit prior to any construction activity. (Added as plat note 15 on proposed plat).

35. Applicant shall provide to Chief Building Official a plan showing defensible space for wildland fire mitigation around each structure.

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

PASSED AND ADOPTED this 8th day of March, 2018



PARK CITY MUNICIPAL CORPORATION

A blue ink signature of Andy Beerman, written in a cursive style.

Andy Beerman, MAYOR

ATTEST:

A blue ink signature of Michelle Kellogg, written in a cursive style.

Michelle Kellogg, City Recorder

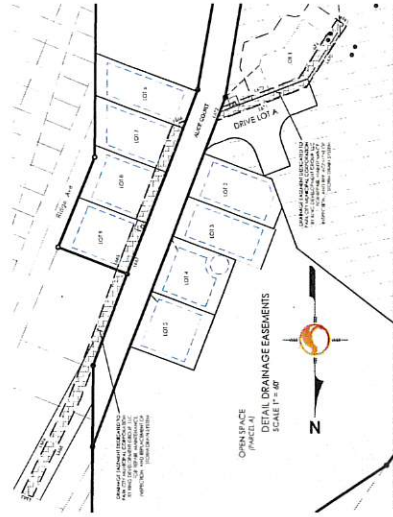
APPROVED AS TO FORM:

A blue ink signature of Mark Harrington, written in a cursive style.

Mark Harrington, City Attorney

ALICE CLAIM

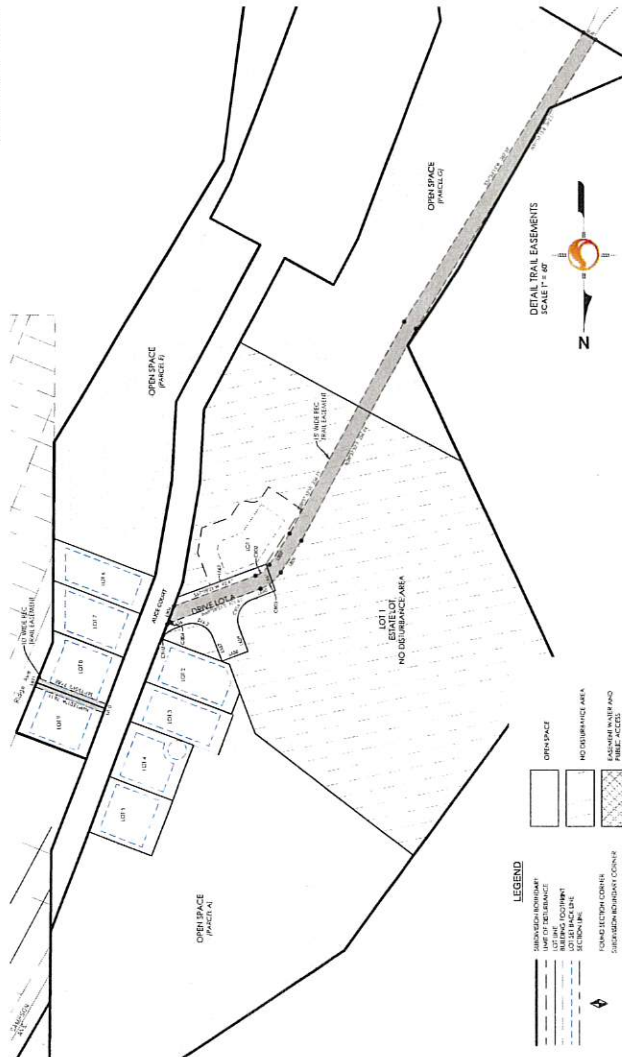
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



NO.	AREA (AC)	PERCENT	AREA (AC)	PERCENT
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
4	1.00	100.00	1.00	100.00
5	1.00	100.00	1.00	100.00
6	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00
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NO.	AREA (AC)	PERCENT	AREA (AC)	PERCENT
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6	1.00	100.00	1.00	100.00
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8	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00
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NO.	AREA (AC)	PERCENT	AREA (AC)	PERCENT
1	1.00	100.00	1.00	100.00
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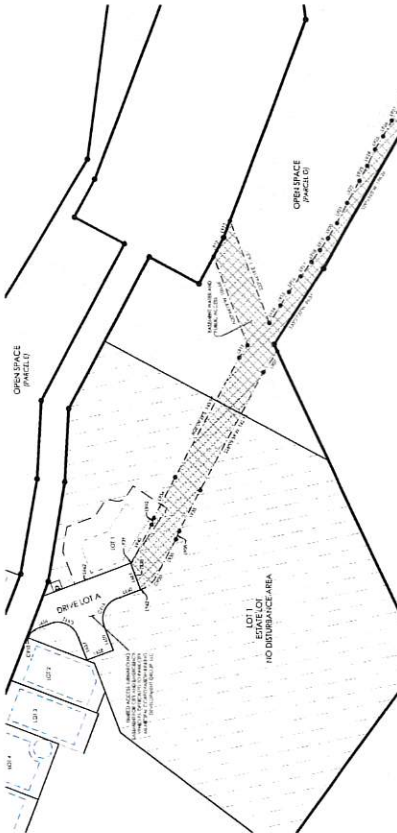
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10	1.00	100.00	1.00	100.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C101	22.00	11.00	45.00	11.00	S45.00W	11.00
C102	22.00	11.00	45.00	11.00	S45.00W	11.00
C103	22.00	11.00	45.00	11.00	S45.00W	11.00
C104	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C105	22.00	11.00	45.00	11.00	S45.00W	11.00
C106	22.00	11.00	45.00	11.00	S45.00W	11.00
C107	22.00	11.00	45.00	11.00	S45.00W	11.00
C108	22.00	11.00	45.00	11.00	S45.00W	11.00
C109	22.00	11.00	45.00	11.00	S45.00W	11.00
C110	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C111	22.00	11.00	45.00	11.00	S45.00W	11.00
C112	22.00	11.00	45.00	11.00	S45.00W	11.00
C113	22.00	11.00	45.00	11.00	S45.00W	11.00
C114	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C115	22.00	11.00	45.00	11.00	S45.00W	11.00
C116	22.00	11.00	45.00	11.00	S45.00W	11.00
C117	22.00	11.00	45.00	11.00	S45.00W	11.00
C118	22.00	11.00	45.00	11.00	S45.00W	11.00
C119	22.00	11.00	45.00	11.00	S45.00W	11.00
C120	22.00	11.00	45.00	11.00	S45.00W	11.00



CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C121	22.00	11.00	45.00	11.00	S45.00W	11.00
C122	22.00	11.00	45.00	11.00	S45.00W	11.00
C123	22.00	11.00	45.00	11.00	S45.00W	11.00
C124	22.00	11.00	45.00	11.00	S45.00W	11.00
C125	22.00	11.00	45.00	11.00	S45.00W	11.00
C126	22.00	11.00	45.00	11.00	S45.00W	11.00

SHEET
2 of 2

ALICE CLAIM
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, DEPARTMENT OF HERITAGE
PRELIMINARY
DATE
BY
CHECKED BY
DATE

NO.	AREA (AC)	PERCENT	AREA (AC)	PERCENT
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
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5	1.00	100.00	1.00	100.00
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7	1.00	100.00	1.00	100.00
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9	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C127	22.00	11.00	45.00	11.00	S45.00W	11.00
C128	22.00	11.00	45.00	11.00	S45.00W	11.00
C129	22.00	11.00	45.00	11.00	S45.00W	11.00
C130	22.00	11.00	45.00	11.00	S45.00W	11.00
C131	22.00	11.00	45.00	11.00	S45.00W	11.00
C132	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C133	22.00	11.00	45.00	11.00	S45.00W	11.00
C134	22.00	11.00	45.00	11.00	S45.00W	11.00
C135	22.00	11.00	45.00	11.00	S45.00W	11.00
C136	22.00	11.00	45.00	11.00	S45.00W	11.00
C137	22.00	11.00	45.00	11.00	S45.00W	11.00
C138	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C139	22.00	11.00	45.00	11.00	S45.00W	11.00
C140	22.00	11.00	45.00	11.00	S45.00W	11.00
C141	22.00	11.00	45.00	11.00	S45.00W	11.00
C142	22.00	11.00	45.00	11.00	S45.00W	11.00
C143	22.00	11.00	45.00	11.00	S45.00W	11.00
C144	22.00	11.00	45.00	11.00	S45.00W	11.00

CURVE #	RADIUS	LENGTH	DELTA	CHORD	BEARING	ENDPOINT
C145	22.00	11.00	45.00	11.00	S45.00W	11.00
C146	22.00	11.00	45.00	11.00	S45.00W	11.00
C147	22.00	11.00	45.00	11.00	S45.00W	11.00
C148	22.00	11.00	45.00	11.00	S45.00W	11.00
C149	22.00	11.00	45.00	11.00	S45.00W	11.00
C150	22.00	11.00	45.00	11.00	S45.00W	11.00

KING DEVELOPMENT GROUP, LLC

123 RIDGE AVENUE
PO BOX 4581
PARK CITY, UT 84060
435-513-1273

December 2, 2019

Park City Planning Department
445 Marsac Ave
PO Box 1480
Park City, UT 84060

Re: Alice Claim Subdivision Application for Extension of Time

Ladies and Gentlemen:

Pursuant to Section 15-7.1-6.C.5 of the Park City Land Management Code, for the reasons set forth in its application, King Development Group, LLC ("King") respectfully requests that the Park City Council grant an extension of time until **March 8, 2021** to record the Alice Claim Subdivision and Plat Amendment.

On March 8, 2018, the City Council adopted Ordinance 2018-08 approving the Alice Claim Subdivision and Plat Amendment. Condition of Approval No. 2 of Ordinance 2018-08 requires the Subdivision Plat and Plat Amendment to be recorded within two years from the date of City Council approval (March 8, 2020).

King has worked diligently and has satisfied all of the Ordinance 2018-08 conditions of approval that are required for plat recordation, except for Condition of Approval No. 1 (City Attorney and City Engineer final plat approval). These conditions of approval include 6 (snow storage), 7 (sewer design), 8 (water system), 10 (culvert installation), 12 (FEMA study), 13 (hydrology/hydraulics study, 14 (debris flow study), 16 (limits of disturbance), 17 (utility design), 20 (access), and 21 (intersection recommendations). Relying on the City's approvals, King has spent upwards of \$360,000 to date and has completed the installation of the storm drain system (including the culvert and retention basins), the sewer line and laterals, and the subgrade for the Alice Court. King still needs to complete the water connections, electrical and gas utilities, final road improvements, and retaining walls. King plans to finish all of the improvements before recording the Subdivision and Plat Amendment. After receiving final approval from the City Attorney and City Engineer (Condition of Approval No. 1), King plans to record the Subdivision and Plat Amendment.

King will continue working to install the public improvements until snowfall halts construction. Once halted, King will not be able to resume construction until May or June 2020—after the March 8, 2020 recording deadline.

For these reasons, King respectfully requests a one-year extension until **March 8, 2021** to record the Subdivision Plat and Plat Amendment.

RECEIVED

DEC 04 2019

PARK CITY
PLANNING DEPT.

Park City Planning Department
December 2, 2019
Page 2

Sincerely,

Jerry Fiat
King Development Group, LLC

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2020-11, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Ridge Avenue Subdivision, Amending Lot 1, Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[123 Ridge Avenue Extension Staff Report and Ordinance](#)

[Exhibit A: 123 Ridge Avenue 2018 Ordinance](#)

[Exhibit B: Applicant's Extension of Time Request](#)



City Council Staff Report

Subject: Ridge Avenue Subdivision Amending Lot 1 Extension of Time
Author: Alexandra Ananth, Senior Planner
Department: Planning Department
Date: January 30, 2020
Type of Item: Administrative – Plat Amendment Extension of Time Request

Summary Recommendation

Staff recommends that the City Council hold a Public Hearing and consider approving a request for a one year extension of time for the Ridge Avenue Subdivision Amending Lot 1 Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Description

Applicant: 123-129 Ridge, LLC (Jerry Fiat), represented by Bradley R. Cahoon
Location: 123 Ridge Avenue
Zoning: Historic Residential-Low Density District (HRL)
Adjacent Land Uses: Open Space and Residential (developed and undeveloped)
Reason for Review: Plat Amendment Extension of Time Requests require City Council Review and Action

Executive Summary

123-129 Ridge, LLC, is seeking a one year extension of time **until March 8, 2021**, to record the Ridge Avenue Subdivision, Lot 1 Plat Amendment. The following is a brief history of the Ridge Avenue Subdivision Plat Amendment and the applicant's current request.

- On March 8, 2018, the City Council adopted Ordinance 2018-09 approving the Ridge Avenue Subdivision Amending Lot 1.
- On January 29, 2019, the City Council adopted Ordinance 2019-09 approving a one year extension of approval of the Ridge Avenue Subdivision Amending Lot 1 until March 8, 2020;
- Condition of Approval #2 of Ordinance 2019-09 requires that the Subdivision be recorded by March 8, 2020.

The applicant has stated that they have been working diligently to satisfy the Conditions of Approval but still have to complete some public improvements prior to recording the Plat Amendment. This Plat Amendment is affiliated with Alice Claim, which is adjacent to and intertwined, in part, with the Ridge Avenue Subdivision Plat Amendment Amending Lot 1. Alice Claim also submitted a request for a one year extension of time until March 8, 2021, which the Planning Department is processing simultaneously as a separate application.

Background

On March 8, 2016, the City received a complete application for 123 Ridge Avenue (also known as “Alice Lode”). After multiple iterations, appeals, and remands, a significantly revised project was approved by the City Council on March 8, 2018 (Exhibit A – Ordinance 2018-09). The 123 Ridge Avenue Subdivision Amending Lot 1 is located within the Historic Residential Low Density (HRL) District.

The applicant amended the Ridge Avenue Plat to adjust Lot 1, swapping a 2,057 square foot triangular portion of Lot 1 with a corresponding 2,057 triangular portion of Lot 9 and Lot 8 of the Alice Claim Subdivision and Plat Amendment. There was no increase or decrease in the size of either Subdivision and the resulting reconfiguration allowed the squaring off of these lots.

The March 8, 2018 City Council Meeting Minutes can be found [here](#) (beginning on page 13).

Analysis

Per [LMC 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#), applicants may request time extensions of City Council approvals by submitting a request in writing to the Planning Department prior to expiration of the approval; the applicant submitted a Request for Extension Application to the Planning Department on December 4, 2019, prior to the March 8, 2020 expiration.

The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.

Staff has reviewed the applicant’s Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings. The applicant has stated that although they have been working diligently to satisfy the Conditions of Approval of Ordinance 2019-09 they still have to complete some public improvements prior to recording the Ridge Avenue Subdivision Amending Lot 1 Plat Amendment.

Alternatives

- The City Council may approve the request for a one year extension of time to March 8, 2021 for the Ridge Avenue Subdivision Amending Lot 1 Plat Amendment as conditioned or amended;
- The City Council may deny the request for a one year extension of time for the Ridge Avenue Subdivision Plat Amendment and direct staff to make findings for this decision; or
- The City Council may continue discussion on the extension request to a date certain and request additional information.

- There is not a “no action” option with this type of item.

Process

Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18. The extension provides an additional year for the applicant to record the Ridge Avenue Subdivision Amending Lot 1 Plat Amendment with Summit County. Recordation shall occur prior to March 8, 2021 or the approval will expire, unless the applicant submits a written request for an additional extension.

Attachments

Ordinance 2020-11

Exhibit A – Ordinance 2019-09

Exhibit B – Applicant’s Extension of Time Request

Ordinance No. 2020-11

AN ORDINANCE APPROVING A ONE YEAR EXTENSION OF THE MARCH 8, 2018 APPROVAL OF THE RIDGE AVENUE SUBDIVISION AMENDING LOT 1 LOCATED AT THE INTERSECTION OF KING ROAD, RIDGE AVENUE, AND SAMPSON AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 123 Ridge Avenue has petitioned the City Council for approval of a one year extension of time to record the Ridge Avenue Subdivision Amending Lot 1; and

WHEREAS, on January 16, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on January 15, 2020, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, on January 30, 2020, the City Council held a public hearing and approved a one year extension through March 8, 2021 Ridge Avenue Subdivision Amending Lot 1 Plat Amendment;

WHEREAS, it is in the best interest of Park City, Utah to approve the one year extension of the March 8, 2018 Ridge Avenue Subdivision Amending Lot 1 Plat Amendment to March 8, 2021.

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

SECTION 1. APPROVAL. The one year extension of the March 8, 2018 Ridge Avenue Subdivision Amending Lot 1 Plat Amendment, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 123 Ridge Avenue.
2. The site is Lot 1 of the Ridge Avenue Subdivision.
3. The project was approved by the City Council on March 8, 2018 as Ordinance 2018-09 and extended for a year as Ordinance 2019-09.
4. Condition of Approval #2 of Ordinance 2019-09 requires that the Plat Amendment be recorded by March 8, 2020.
5. The applicant has stated that they have been working diligently to satisfy the Conditions of Approval of Ordinance 2019-09 but still have to complete some public improvements prior to recording the Plat Amendment.
6. Per [LMC 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#), applicants may request time extensions of the City Council approval by submitting a request in writing to the Planning Department prior to expiration of the approval.
7. The applicant submitted a Request for Extension Application to the Planning Department on December 4, 2019 prior to the March 8, 2020 expiration.

8. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.
9. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

Conclusions of Law:

1. There is good cause for this one year extension of the March 8, 2019 Ridge Avenue Subdivision Amending Lot 1 Plat Amendment to March 8, 2021.
2. The extension is consistent with the Park City Land Management Code and applicable State law Subdivisions and Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed one year extension of the March 8, 2019 Ridge Avenue Subdivision Amending Lot 1 Plat Amendment.
4. Approval of the one year extension, subject to the Conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. With the exception of Condition of Approval #2 all Conditions of Ordinance 2019-09 remain in full force and effect.
2. The applicant will record the Ridge Avenue Subdivision Amending Lot 1 Plat Amendment prior to March 8, 2021 unless an additional extension is submitted to the Planning Department and approved by the City Council prior to expiration of this approval.

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

PASSED AND ADOPTED this 30th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Ordinance No. 2018-09

AN ORDINANCE APPROVING THE RIDGE AVENUE PLAT AMENDMENT, LOCATED AT 123 RIDGE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Alice Claim Subdivision AND 123 Ridge Avenue, have petitioned the City Council for approval of the Ridge Avenue Plat Amendment; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on May 25, 2016, July 13, 2016, and July 27, 2016 to receive input on the proposed subdivision;

WHEREAS, on May 25, 2017, February 15, 2018, and March 8, 2018 the City Council held a public hearing on the proposed Alice Claim Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Alice Claim Subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Ridge Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The site is located 123 Ridge Avenue.
2. The site is Lot 1 of the Ridge Avenue Subdivision.
3. The site is within the HRL District.
4. The applicant requests that the City review the Ridge Avenue Plat Amendment.
5. The applicant proposes a change to adjust Lot 1.
6. The proposed amendment swaps a 2,057 square foot triangular portion of Lot 1 with corresponding 2,057 square foot triangular portion of Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.
7. There is no increase or reduction in the size of either subdivision.
8. The resulting reconfiguration allows the "squaring up" of these lots through this Plat Amendment and the adjacent Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.

Conclusions of Law

1. There is good cause for this plat amendment as associated with the Alice Claim Subdivision and Plat Amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions and plat amendments.
3. Neither the public nor any person will be materially injured by the plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations at the time of the submittal.
3. The conditions of approval of the Ridge Avenue Subdivision shall continue to apply.

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

PASSED AND ADOPTED this 8th day of March, 2018

PARK CITY MUNICIPAL CORPORATION

ATTEST:



Michelle Kellogg
Michelle Kellogg, City Recorder

Andy Beerman
Andy Beerman, MAYOR

APPROVED AS TO FORM:

Mark D. Harrington
Mark Harrington, City Attorney

299

123-129 RIDGE, LLC

123 RIDGE AVENUE
PO BOX 4581
PARK CITY, UT 84060
435-513-1273

December 3, 2019

Park City Planning Department
445 Marsac Ave
PO Box 1480
Park City, UT 84060

Re: Ridge Avenue Subdivision Application for Extension of Time

Ladies and Gentlemen:

Pursuant to Section 15-7.1-6.C.5 of the Park City Land Management Code, for the reasons set forth in its application, 123-129 Ridge, LLC respectfully requests that Park City Council grant an extension of time until **March 8, 2021** to record the Ridge Avenue Subdivision Plat Amendment for the Ridge Avenue Subdivision. 123-129 Ridge is affiliated with King Development Group, LLC, owner of Alice Claim, which is adjacent to and intertwined, in part, with the Ridge Avenue Subdivision.

On March 8, 2018, the City Council adopted Ordinance 2018-09 approving the Ridge Avenue Subdivision Plat Amendment for the Ridge Avenue Subdivision. Condition of Approval #2 of Ordinance 2018-09 required plat recordation within one year from the date of City Council approval (March 8, 2019). On January 29, 2019, however, the City Council adopted Ordinance 2019-09, which extended the recordation deadline until March 8, 2020 to coincide with the Alice Claim plat recordation deadline:

2. The applicant will record the Plat Amendment at the County by March 8, 2020, two (2) years from the original date of the City Council approval. If recordation has not occurred by March 8, 2020, this approval for the Plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the Plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations, etc., at the time of the submittal.

123-129 Ridge plans to record the Ridge Avenue Subdivision Plat Amendment simultaneously with King's recording of the Alice Claim Subdivision and Plat Amendment once improvements are completed within Alice Claim. King's separate application for extension of time details all that has been accomplished to date in reliance on the City's approvals. 123-129 Ridge (and King) will continue

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PARK CITY
PLANNING DEPT.

working to install the improvements until snowfall halts construction. Once halted, 123-129 Ridge will not be able to resume construction until May or June 2020—after the March 8, 2020 recording deadline.

For these reasons, 123-129 Ridge respectfully requests a one-year extension until March 8, 2021 to record the Ridge Avenue Subdivision Plat Amendment.

Sincerely,

Jerry Fiat
123-129 Ridge, LLC

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DEC 04 2019
PARK CITY
PLANNING DEPT.

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Celia Peterson

Submitting Department: Sustainability

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-08, an Ordinance Amending the Parking Code of Park City, Utah, Amending Section 9-10-03 Anti-Idling AND Approve Resolution No. 01-2020, an Anti-Idling Resolution for Motorized Vehicles in Park City, Utah, and Declaring Park City, Utah to be an idle-Free City
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Anti-Idling Staff Report](#)

[Exhibit A: Parking Ordinance](#)

[Exhibit B: Parking Resolution](#)

City Council Staff Report

Subject: Update to Idling Ordinance and Code 09-10-03

Author: Celia Peterson

Department: Sustainability

Date: 01/30/2020

Type of Item: Legislative

Recommendation

Update the Municipal Parking Code 09-10-03 (Exhibit A), to align with changes made at the 2019 State Legislative session ([link](#)). This will reduce the required amount of warnings for an idling violation from three to one before a citation may be issued. Police officers and Parking staff will still have the discretion on whether to issue citations for idling. Additionally, staff recommends updating Resolution 33-09-03 to align with the recommended Parking Code amendments (Exhibit B).

Background

Vehicle idling adversely affects the health, natural environment and economic wellbeing of Park City's residents and visitors. Park City is not subject to the inversions that the Salt Lake Valley experiences, however idling vehicles can still cause localized issues. For example, the Main Street area in the winter will have hotel shuttles, taxis, ride hailing vehicles, and passenger vehicles waiting to pick up people. The additive effect of these vehicles can lead to spikes in poor air quality.

This issue is not just confined to winter. On hot and sunny summer days, nitrous oxides (NOx) from emissions react with volatile organic compounds (VOCs). VOCs are naturally released by vegetation, as well as man-made sources such as paints, solvents and aerosol sprays. The combination of these compounds form ground-level ozone that tends to peak during afternoons. Ground level ozone is especially harmful when people breathe deeply. This has been shown to affect children and people and people exercising.

Park City started its anti-idling education efforts in 2006 ([link](#)) and was the first town in Utah to implement an anti-idling ordinance in 2009 ([link](#)). Anti-idling Code updates were approved in 2010, 2012, and 2015 ([link](#)). In 2015, the Utah State Legislature passed a bill that stated that anti-idling ordinances must be educational in nature, and that three warnings must be given before any citation can be issued. This was updated at the 2019 session, reducing the number of required warnings from three to one until a citation can be issued. The Municipal Code changes proposed reflect the updates made at the State level.

Outreach and additional education information will be shared with local residents, visitors, and for-hire taxi services, the Lodging Association, Restaurant Association, HPCA, Chamber of Commerce, and HOAs.

Reviewed By

Sustainability, Parking, Police

Attachments

Exhibit A- Proposed update to Municipal Code 09-10-03

Exhibit B- Proposed update to Municipal Resolution 33-09

**AN ORDINANCE AMENDING THE PARKING CODE OF PARK CITY, UTAH,
AMENDING SECTION 9-10-03 ANTI-IDLING**

WHEREAS, Park City has committed to be a net-zero carbon community by 2030; and

WHEREAS, vehicle emissions are a significant portion of the community carbon footprint; and

WHEREAS, emissions from vehicle idling contribute significantly to air pollution, climate change and increased rates of cancer and heart and lung diseases which adversely affect the health, natural environment and economic well being of residents, guests and visitors of Park City; and

WHEREAS, petroleum-based fuels are nonrenewable and should be used wisely and not wasted; and

WHEREAS, idling a typical vehicle for longer than ten seconds consumes more fuel than restarting that vehicle, resulting in excessive emissions and wasted fuel; and

WHEREAS, Park City Municipal Code, 9-8-3, already provides that no delivery vehicle parked on Main Street or Swede Alley shall be parked with its engine left idling; and

WHEREAS, reducing needless vehicle idling is in keeping with Park City's affiliation with ICLEI (Local Governments for Sustainability); and

WHEREAS, the City Council desires to ensure that idling does not occur in idle-frequent locations such as school grounds, parking lots/garages, ski resort premises and business centers; and

WHEREAS, the City Council desires to take a proactive position on air pollution to protect the livability and viability of Park City and its residents, visitors and guests; and

WHEREAS, it is in the public interest that Park City residents, guests and visitors reduce vehicle emissions to protect the health, economy and natural environment of Park City and the surrounding area;

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

1. UPDATE TO PARKING CODE 9-10-03

2. IDLING ORDINANCE. Park City encourages residents, guests, visitors, town employees and other individuals within City limits to not exceed a one minute idling time in their gasoline or diesel-powered motor vehicles. Exceptions to these idling guidelines include the following:

A. The vehicle is forced to remain motionless on a public road because of traffic conditions.

B. The vehicle is an emergency vehicle used in an emergency situation.

C. Vehicle idling is necessary for auxiliary power for law enforcement equipment, refrigeration units, loading/unloading lifts, well drilling, and/or farming.

D. Vehicle idling is necessary for repair or inspection of the vehicle.

E. The health or safety of a driver or passenger requires the vehicle to idle.

3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption by the City Council.

PASSED AND ADOPTED this 30th day of January, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit 1 – LMC § 9-10

Exhibit 1- 9-10-1 No Idling

No driver, while operating a vehicle within Park City corporate limits, shall cause or permit a vehicle's engine to idle for more than one minute, with exceptions for the following circumstances.

1. The vehicle is forced to remain motionless on a roadway because of traffic conditions.
2. The vehicle is an authorized emergency vehicle used in an emergency situation.
3. Vehicle idling is necessary for auxiliary power for law enforcement equipment, fire, emergency and water equipment, refrigeration units, loading and unloading lifts, well drilling, farming, battery charging, or is required for proper functioning of other equipment that is part of the vehicle.
4. Vehicle idling is necessary for repair or inspection of the vehicle.
5. The health or safety of a driver or passenger, including service animals, requires the vehicle to idle. This exception also includes idling needed to operate ~~window defrosters and other~~ equipment necessary to promote safe driving conditions.
6. Vehicle idling is necessary for efficient operations of a turbo-charged heavy duty vehicle (e.g., buses) or to operate a vehicle within manufacturer's operating requirements. This includes building air pressure in air brake systems, among other requirements.

Vehicles idling under these exceptions should not violate Utah State Code, 41-6a-1403, which prohibits the idling of an unattended vehicle.

HISTORY

Amended by Ord. 10-42 on 12/16/2010

Amended by Ord. 12-11 on 5/3/2012

Amended by Ord. 15-09 on 4/2/2015

9-10-2 Idling On Public And Private Property

Section 9-10-1 may only be enforced when the idling vehicle is found on:

1. Public property, or
2. Private property that is open to the public unless the private property owner:
 1. Has a private business that has a drive-through service as a component of the private property owner's business operation and posts a sign provided by or acceptable to Park City informing its customers and the public of Park City's time limit of one minute for idling vehicle engines; or
 2. Adopts an idle reduction education policy approved by Park City and posts signage.

HISTORY

Amended by Ord. 12-11 on 5/3/2012

Amended by Ord. 15-09 on 4/2/2015

9-10-3 Safety Of Law Enforcement Officers

Section 9-10-1 shall be enforced in such a manner as to provide for the utmost safety of the law enforcement officers or designees who enforce it. After receiving ~~three~~ **one** warning citations, violators shall pay a penalty in an amount set forth for general parking violations in the Fee Resolution.

HISTORY

Amended by Ord. 12-11 on 5/3/2012

Amended by Ord. 15-09 on 4/2/2015

EXHIBIT B - Proposed update to Resolution 33-09

Resolution No. 01-2020

ANTI-IDLING RESOLUTION FOR MOTORIZED VEHICLES IN PARK CITY, UTAH
AND DECLARING PARK CITY, UTAH TO BE AN IDLE-FREE CITY

WHEREAS, Park City has committed to be a net-zero carbon community by 2030; and

WHEREAS, vehicle emissions are a significant portion of the community carbon footprint; and

WHEREAS, emissions from vehicle idling contribute significantly to air pollution, climate change and increased rates of cancer and heart and lung diseases which adversely affect the health, natural environment and economic well being of residents, guests and visitors of Park City; and

WHEREAS, petroleum-based fuels are nonrenewable and should be used wisely and not wasted; and

WHEREAS, idling a typical vehicle for longer than ten seconds consumes more fuel than restarting that vehicle, resulting in excessive emissions and wasted fuel; and

WHEREAS, Park City Municipal Code, 9-8-3, already provides that no delivery vehicle parked on Main Street or Swede Alley shall be parked with its engine left idling; and

WHEREAS, Park City Municipal Corporation presently has a Fuel Conservation and Anti-Idling Policy in place, encouraging efficient use of City vehicles to reduce operating costs and emissions; and

WHEREAS, reducing needless vehicle idling is in keeping with Park City's ~~promotion as an eco-tourism destination and its~~ affiliation with ICLEI (Local Governments for Sustainability); and

WHEREAS, the City Council desires to ensure that idling does not occur in idle-frequent locations such as school grounds, parking lots/garages, ski resort premises and business centers; and

~~WHEREAS, Clean Air Park City will, on its own and in partnership with Park City Municipal and other like-minded organizations, continue to educate residents, visitors, and guests of the dangers to the environment and health of citizens caused by the unnecessary idling of motor vehicles; and~~

WHEREAS, the City Council desires to take a proactive position on air pollution to protect the livability and viability of Park City and its residents, visitors and guests; and

WHEREAS, it is in the public interest that Park City residents, guests and visitors reduce vehicle emissions to protect the health, economy and natural environment of Park City and the surrounding area;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Park City, Utah that:

1. NO IDLING GUIDELINES. Park City encourages residents, guests, visitors, town employees and other individuals within City limits to not exceed a one minute idling time in their gasoline or diesel-powered motor vehicles. Exceptions to these idling guidelines include the following:

A. The vehicle is forced to remain motionless on a public road because of traffic conditions.

B. The vehicle is an emergency vehicle used in an emergency situation.

C. Vehicle idling is necessary for auxiliary power for law enforcement equipment, refrigeration units, loading/unloading lifts, well drilling, and/or farming.

D. Vehicle idling is necessary for repair or inspection of the vehicle.

E. The health or safety of a driver or passenger requires the vehicle to idle. ~~including instances where the temperature is below 32 degrees F or above 90 degrees.~~

~~F. This Resolution is not enforceable by citation or fine. Compliance shall be strictly voluntary.~~

2. DECLARATION. The City Council hereby proclaims Park City to be an Idle-Free City.

3. NO IDLING/IDLE-FREE CITY SIGNS. Park City Municipal will partner with ~~Clean Air Park City and others in the~~ community stakeholders to install "No Idling" signs and signs designating Park City as an "Idle-Free City" at appropriate places.

4. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council.

PASSED AND ADOPTED this 30th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

ATTEST:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Nate Rockwood

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize a Change Order with Lake|Flato Architects for Additional Architecture and Engineering Design Services for the Arts and Culture District, Not to Exceed \$338,000, in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Arts and Culture Design Contract Change Order #1 Staff Report](#)

City Council Staff Report



Subject: Arts and Culture District Architecture and Engineering Design Services - Concept Design and MPD Process Change Order
Author: Nate Rockwood – Redevelopment, Capital, and Arts & Culture Director
David Everitt – Special Projects Manager
Department: Budget Office/Arts & Culture Department
Date: January 30, 2020
Type of Item: Administrative

Summary Recommendation

Authorize a change order with Lake|Flato Architects for additional architecture and engineering design services, not to exceed \$338,000, including reimbursable travel expenses; and is constant with the original Task 1 – scope of services and fee schedule – the scope and amount of Change Order #1 is outlined in this report.

This is the first change order to the initial Task 1 scope (Exhibit A), and includes three components (see detail in Analysis section of this report):

- Additional MPD Services: due to complexity and additional design-team coordination throughout the MPD design process. **\$125,000**
- Park City's request for "high quality district renderings for public release." **\$18,000**
- Scoping additional walkability and connectivity alternatives to better integrate and support adjoining commercial and residential areas, including architectural concept, engineering, and feasibility design of a potential pedestrian/bike connection over Bonanza Drive to Prospector area. **\$195,000**
- Total combined Change Order: **\$338,000.**

The total change order with Lake|Flato represents a 27% increase to the contract. A majority of the cost is for additional services requested by Park City, the significant public benefit of additional connectivity and neighborhood integration, and safety.

The Additional MPD Service change order represents only a 12% increase to the original Task 1 contract and due to significant design complexities around design collaboration with partners and related design teams, additional and unique solutions to site constraints, several redesigns, and additional design coordination meetings.

Background

On July 20, 2017, Council adopted letters of intent with the Kimball Arts Center (KAC) and the Sundance Institute (SI) to design and build a community Arts and Culture District in Bonanza Park. The City purchased the Bonanza Park East properties and enacted a 1% Municipal Transient Room Tax (TRT) effective January 1, 2018.

As the first step, PCMC, KAC and SI issued a joint Request for Proposals (RFP) for an arts and cultural assessment. Webb Management Services was selected on October 12, 2017, and provided feasibility studies based on the physical assets in Park City and Summit County, and through a series of interviews with local stakeholders and community members.

On November 15, 2017, the City, in partnership with KAC and SI, issued an RFP for a community Arts and Culture District Mixed-Use Development Architectural and Engineering Design Services (A/E Design Consultant). The A/E Design Consultant has worked well with the Project Development Team to master plan the site and prepare the land use entitlement requests from the Planning Commission and City Council, as well as develop City portions of the project through the Design Development phase. The A/E Consultant will also lead public outreach and community stakeholder input.

The remainder of Task 1 services, including land use entitlements and design development, Task 2 and 3 services of the work as defined in the RFP for the City's portion of the development project, will be awarded either through a future contract amendment or new RFP for design services.

<u>Date</u>	<u>Item</u>
July 20, 2017	Approve Letters of Intent Staff Report (pages 238-267)
July 20, 2017	Enact TRT Staff Report (pages 268-269)
July 20, 2017	Approve Purchase Agreement for Bonanza Park Property Staff Report (pages 270-293)
July 20, 2017	Meeting Minutes (pages 6-9)
October 12, 2017	Award of A&C Consultant Services Staff Report (pages 215-226)
October 12, 2017	Meeting Minutes (page 12)
December 21, 2017	Contract Award with Lake Flato for design services Task 1 \$907k

Analysis

The creation of a community Arts and Culture district, which included two significant development partners who will own, design, construct and operate their own buildings, is a significant undertaking in coordination, creative thought and administrative vision. The City is leading the collaboration with the intent to allow each partner to further their unique visions and organizational missions, while at the same time functioning as a coordinated and cohesive District.

Design and Devolvment has been difficult and time consuming, yet received the most intensive work by each party and the greatest amount of collaboration. The City has engaged the service of Lake Flato Architects to design the overall district, including City infrastructure and buildings, and coordinate the MPD process. Both SI and KAC have their own design teams for their individual buildings, and each team has worked collaboratively for months. Long hours of hard work and negotiation are necessary to coordinate an independent yet integrated design to achieve overarching District goals and yet preserve the individuality of buildings.

In the last several months, the designs teams have made significant progress on individual building concepts and overall district design. A large part of the City's role is to ensure that the District meets height and code restrictions, and provides cost controls to ensure that construction and operations are financially feasible, while still allowing for an active and visually appealing experience.

The combined design teams are at the final stage of compiling the joint MPD package, which will be reviewed a final time by each partner's Board/Council and then presented to the Community for their input and feedback. Provided there is Council and community support, the required MPD review process will begin in earnest and take about 6 to 8 months before the Planning Commission.

The requested change order includes the following 3 elements:

- Additional Services: due to complexity and additional design team coordination in the MPD design process. **\$125,000**

The design process has required addition collaboration meetings, presentations, and board reviews. This will allow Lake|Flato to prepare the final MPD package and present to the community and work through the MPD review process.

- Park City requested "high quality district renderings for public release". **\$18,000**

Staff requested additional high quality renderings for presentation to the community, partner boards and Council. These renderings are in addition to the numerous technical renderings included in the MPD package. Renderings will be instrumental and suitable for print and other visual media publications.

- Additional connectivity options to adjoining areas, including architectural concept and engineering and feasibility design of a pedestrian/bike connection over Bonanza Drive to the Prospector area. **\$195,000**

Funding Source

The community Arts and Culture District is a public-private mixed-use development that aligns with Critical Community Priorities – Transportation and Housing. Funding comes from a variety of sources relates directly to the uses and ownership.

- KAC and SI will purchase their land from the City and design, construct and operate their respective facilities.
- The City will fund the majority of municipal project construction and operating costs through cash and bonds issued against the 1% TRT. Operating funds will also be received through rent revenue in the district.
- Transit operating and construction costs will come from the Transit and Transportation fund.
- Potential pedestrian bridge costs will come from the previously issued voter approved walkability bonds. Better connections in and around the District will resolve

major connectivity gaps between several community walkways and trails, as well as provide safe connections to adjoining commercial and residential areas.

- Munchkin Road improvements will be funded through City streets impact fees.
- Affordable housing will be funded partially from the City's LPA RDA housing pipeline funds (land and 20% construction) and through Park City Housing Authority Rent Revenue Bonds (80% construction).

Attachments

A Original Lake|Flato Workplan and Fee Schedule (Dec. 21, 2017)

Exhibit A – Original Lake|Flato Workplan and Fee Schedule (Dec. 21, 2017)



PARK CITY SCOPE		
Total Budget	\$50,000,000	Defined Budget
Total Design Fee %	6%	
Total Design Fee	\$3,000,000	
Planning	5.00%	\$150,000.00
Concept + Schematic Design	20%	\$600,000
Design Development	25%	\$750,000
Construction Documents	25%	\$750,000
Bidding & Negotiation	5%	\$150,000
Construction Administration	20%	\$600,000
	100.00%	\$3,000,000.00

KIMBALL + SUNDANCE		
Total Budget	\$27,000,000	90,000 sf @ \$300/SF
Total Design Fee %	0.5%	
Total Design Fee	\$135,000	

		Reimbursables
Total Fixed Fee for TASK 1	\$1,635,000	\$28,000
OR		
Total Fixed Fee for TASK 1 - DD	\$885,000	\$22,000

Consultants Included:

Architect of Record
 Associate Architect
 MEP Engineering
 Structural Engineering
 Landscape Architect
 Kitchen Consultant
 Civil Engineering
 Cost Estimating
 AV/IT

Fees are based on a continuous design schedule and do not account for stops or revisions between phases.

Council Agenda Item Report

Meeting Date: January 30, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Review the Intermountain Healthcare (IHC) and Physician Holdings' Third Amendment to the Housing Mitigation Plan to Fulfill its Affordable Housing Obligations
(A) Public Input

Suggested Action:

Attachments:

[Housing Mitigation Plan Staff Report](#)

Housing Authority Staff Report

Subject: Intermountain Healthcare (IHC)
and Physician Holdings (PH) Housing Mitigation Plan

Author: Jason Glidden

Department: Housing Department

Date: January 30, 2020

Type of Item: Administrative

The purpose of Housing Mitigation Plans are to ensure that new development mitigates a portion of the project's adverse impacts on the supply of affordable housing in Park City as a result of creating more employee demand. Affordable housing mitigation helps to maintain the social, economic and political fabric of our community's character. The intent of Park City's housing requirements is to offset some of the negative impacts of additional market rate development. All Housing Mitigation plans require the approval of the Housing Authority in order to ensure the intent of a housing requirement is being met.

On April 18, 2019, the Housing Authority approved a request from IHC and PH to accept 12 Empire Avenue and 10 Rail Central affordable units to satisfy housing obligations triggered by their developments ([staff report](#)). In this report staff has provided Council with a better history of the IHC housing requirements, how they have been satisfied, and a more in depth analysis of the IHC/PH Housing Mitigation Plan.

Recommendation

Staff recommends Council clarify the conditions of approval on the approved housing mitigation plan provided the rental amount for the end user remains at the affordable rate set in the mitigation plan, and includes an annual filing to confirm and verify the affordability is preserved in perpetuity.

Any newly approved units would be subject to an annual compliance program to confirm that the deed restrictions are being met. This includes affidavits signed annually by the owner that state what the rental rate that are being charged.

Background

The City's existing Housing Resolution allows several options to fulfil an obligation:

1. Construction of unit(s) on the site on which the development is proposed;
2. Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability;
3. Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability;
4. Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015;
5. Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability; and
6. Payment of Fees in Lieu of Development.

The [IHC/USSA/Burbidge Annexation Agreement](#), recorded January 23, 2007, established an affordable housing obligation of 90.47 AUEs. IHC satisfied these requirements in a number of ways, including transfer of development rights, land leases, and monetary contributions. A summary chart, along with short description, is found below. A total of 30 units have been built to date, with a total of 14 IHC employees housed in units that are part of the Park City Housing Program.

<i>IHC/USSA/Burbidge Obligation</i>	<i>90.47 AUEs</i>	<i>Notes</i>
Park City Heights 28 townhomes	(44.78)	In Progress
USSA deferral	(10.71)	Deferred
Summit County Health/People's Health Clinic transfer	(5.830)	Deferred
Physician Holdings transfer	(5.830)	4.996 AUEs outstanding
Peace House land lease	(12.50)	Completed
Peace House funding contribution	(4.00)	Completed
TOTAL	6.82	IHC remaining AUEs

- **Park City Heights** – A total of 44.78 units are being satisfied with the construction of 28 townhomes at Park City Heights.
- **USSA Deferral** – A total of 10.71 AUEs were deferred with the donation of the USSA Center of Excellence lot. Any change in use to a non-community based nonprofit organization require that the deferred Employee/Affordable Housing requirements be met by the owner of the USSA Property under the Affordable Housing Guidelines and Standards Resolution in effect at the time of application. The City retains a right of first refusal on the property.
- **Summit County Health/ People's Health Clinic** – IHC transferred 25,000 square feet of development to the County to develop the Health Department offices and People's Health Clinic. A total of 5.830 AUEs were transferred as part of the deal. The approved Phasing Plan for IHC Annexation and Development allowed for one 25,000 square foot Medical Support Building for community benefit to be constructed with the initial development. The proposed building fulfills this element of the phasing plan and the housing obligation was deferred.
- **Physician Holdings transfer** – IHC transferred 25,000 square feet of development rights to Physician holdings to develop a support medical facility. The housing requirements of 5.830 have not been satisfied and are proposed to be satisfied with this proposal to place deed restrictions on existing rental units. Unlike current agreements, the housing requirement did not need to be satisfied prior to the building receiving it Certificate of Occupancy. The building has been in operation for several years but the housing obligation has not been satisfied.
- **Peace House Land Lease** – A total of 12.5 AUEs were satisfied through the 50 year lease of land to the Peace House for their new facility.
- **Peace House funding contribution** – A total of 4 AUEs were satisfied through a monetary donation of \$816,000 (\$204,000 per AUE) to the Peace House to build their new facility. This facility includes 22.5 AUEs used for shelter space, transitional housing and two employee units. None of these units have IHC employees housed in them.

Analysis

The units being proposed to fulfill IHC/PH remaining 6.82 AUEs housing obligation by deed restricting a total of 22 units that were originally built to satisfy the proposed Bonanza Park development's affordable housing obligation (now planned as the community's Arts and Culture District). As part of the Conditions of Approval for the Conditional Use Permit (CUP) for the 1440 Empire Avenue, condition #10 states:

“If the Multi-Unit Dwelling is used to fulfill a future affordable housing obligation, then the project must meet the deed restriction and requirements of the Affordable Housing Resolution in effect at the time of the obligation.”

When the Bonanza Park property was sold to the City for a community Arts and Culture District, the units were no longer needed. In addition, no deed restrictions were placed on the units and the owners rented the units on the open market. Separately, the Empire units were master leased to Steins by the property owner. Steins, in turn, rented the 12 units to their employees under a master lease.

IHC and PH approached Valley of Love to utilize the units to satisfy their own affordable obligation by providing financial compensation in exchange for the owner to place deed restrictions on the units. Ownership of the units will remain with Valley of Love, not with IHC/PH. The total square footage required by IHC is 5,456, and the total square footage required for PH is 3,996.8. The total square footage provided by the Empire and Rail trail units is approximately 9,453sq/ft, which meets the obligation.

As stated, there are several ways to satisfy a Housing obligation. For example:

- Construct units on-site or off-site. Today's construction rates, for 9,453sqft may cost around \$3,400,080, using a relatively conservative \$360/sqft, and does account for land cost.
- Dedicate existing units, which is proposed in the IHC/PH Housing Mitigation plan. The cost associated with this option is the sale price of the property or in this case, the cost to have the owner place deed restrictions on the units.
- Conveyance of land within the Park City School District boundary.
- Payment In-lieu, calculated using the 17-99 Housing resolution at a rate of \$59,828 per AUE, equates to \$706,928. If this fee was calculated at the present in-lieu fee rate of \$389,700, the total in-lieu fee would be \$4,604,695.

When brought to the Housing Authority in April, staff supported the inclusion of the Empire units but not the units at Rail Central due to their small size, which makes them naturally “affordable.” At that time, staff had not reviewed the lease details for the units on Empire. We are now aware that Valley of Love charges Stein's, not the renter, an additional \$500 per unit, per month, for the ability to master lease. In other words, Stein's employees are only being charged the deed restricted affordable rent, not the additional bulk master lease fee. The owner was under the impression that as long as the end user is charged the affordable rate, this would continue to meet the requirements of the deed restrictions and hence the condition of approval for the CUP for the building.

Recommendation

Staff recommends the approved housing mitigation plan provided the rental amount for the end user remains at the affordable rate set in the mitigation plan, and includes an annual filing to confirm and verify the affordability is preserved in perpetuity.