SUMMIT COUNTY
SERVICE AREA #3

BOARD OF TRUSTEES
MEETING

FEBRUARY 10, 2020
### Summit County Service Area #3
#### Public Meeting
**February 10, 2020, 5:30 p.m.**
629 E. Parkway Drive, Suite 1, Park City, UT 84098

*** Please turn off all cell phones ***

<table>
<thead>
<tr>
<th>Topic</th>
<th>Time</th>
<th>Presenter(s)</th>
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<tbody>
<tr>
<td>1. Welcome and call meeting to order</td>
<td>5:30 – 5:45</td>
<td>Vince Pao-Borjigin</td>
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<tr>
<td>a. Review of January 27, 2020 meeting minutes *</td>
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<td>b. Approval of minutes</td>
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<td>2. Public Comment – limited to 3 minutes each</td>
<td>5:45 – 6:00</td>
<td>Public</td>
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<td>3. Administrative &amp; Financial (motion/voting):</td>
<td>6:00 - 7:00</td>
<td>Marla, Eileen, Nathan</td>
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<tr>
<td>a. General Manager update, interim plan, contract and interview discussion*</td>
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<td>b. Lease renewal*</td>
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<td>c. Staff reports*</td>
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<td>d. SCSA#3 financial and dashboard review*</td>
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<td>e. Invoice review* (Smith Hartvigsen was emailed)</td>
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<td>4. Road and Trail (motion/voting);</td>
<td>7:00 – 8:00</td>
<td>Marla, Chris</td>
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<tr>
<td>a. Engineer RFQ update*</td>
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<td>b. Summit Cul-de-Sac RFP and report and Lot 191 concerns*</td>
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<td>c. Silver Creek Road Repair RFP*</td>
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<td>d. Trail RFP*</td>
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<td>e. Road Bond</td>
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<td>f. Road/Silver Creek Connector committee</td>
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<td>5. Water (motion/voting)</td>
<td>8:00 – 8:30</td>
<td>Marla, Chris</td>
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<td>a. Arsenic RFQ*</td>
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<td>b. Water committee</td>
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<td>6. Closed meeting for potential litigation Per Utah Code Ann. § 52-4-205(1)(c) Any motion/voting will take place in open meeting after closed session</td>
<td>8:30 – 8:45</td>
<td>Vince</td>
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<tr>
<td>7. Closed meeting for personnel review Per Utah Code Ann. § 52-4-205(1)(a) Any motion/voting will take place in open meeting after closed session</td>
<td>8:45 – 9:00</td>
<td>Vince</td>
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<td>8. Adjournment</td>
<td>9:00</td>
<td>Vince</td>
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* Documents provided
Minutes, agenda and policies available at: [http://summitcounty.org/923/ Documents](http://summitcounty.org/923/Documents)
WELCOME
AND CALL MEETING TO ORDER
PUBLIC COMMENT
1. Welcome and call meeting to order at 5:30pm
   a. Review of December 16, 2019 and January 13, 2020 meeting minutes: Suzanne expressed concern regarding the order of the minutes. She has noticed that the order doesn’t match her recollection particularly regarding the Board member training. Eileen explained, the printed minutes follow the approved agenda. It is very common for board meeting discussions to occur out of agenda order and for board members to circle back to earlier agenda items. To ensure easy recovery of all the discussion, Eileen collects common agenda discussions in the matching place on the agenda. Eileen directed Suzanne’s attention to page 6, item 3: “Larry and Vince departed. New Board Member Training was presented by Marla prior to adjournment. Minutes were not kept for this portion, but it is included in the recording of the meeting.” Suzanne appeared satisfied.
   b. Approval of minutes: Larry motioned to approve pending meeting minutes as noted for December 16, 2019 and January 13, 2020 which was seconded by Holly. Approval was unanimous.

2. Public Comment: Val Stephens, a resident of Oakridge Rd South, reported poor trash collection service and communication from Republic Services. Republic staff offer mixed messages: “sorry, your roads are messed up. We won’t be up there for one to seven days.” And “we will get up there when we can”. Another time, he called them to let them know his road was in good shape and asked them why they haven’t picked up his waste yet? They responded, “Oakridge Rd isn’t that bad; we will send somebody right up” and they did. Last week, there were numerous days when pick up was possible, but Republic did not come by.
   Val feels he is being misled in his communication with Clint from Republic. Clint told him, when the Service Area voted to correct the situation with a different way of picking up trash, the Service Area was uncooperative. He found out today, from Marla, that the real reason is that it is infrastructurally unfeasible. Is that correct? Marla replied, yes. Republic Services had selected four sites to place dumpsters which are unsuitable for various reasons. Suzanne added, they would create a safety issue for our residents. Val replied, Republic doesn’t seem to understand or accept your reasons at all. Suzanne replied, she has called Republic twice and sent them emails reminding them of our October 2019 meeting results.
   Val stated, he has two concerns which he asked Republic. How long should residents leave out their cans? When do we need to bring in the cans to make it easier for the snowplows? Republic has not responded. It appears there are no protocols in place. Val stated, if we are not receiving a service for weeks, our service charges should be pro-rated. Republic is seriously mismanaging their service to us and would rather not serve this neighborhood at all. They have demonstrated a lack of cooperation. He said Clint told him Republic has considered not serving this neighborhood at all.
Larry replied, Republic is contractually obligated to serve this area. In prior years, the prior vendor and Republic did not have a problem servicing this neighborhood on most collection days. They used to serve us with a small four-wheel drive truck. They still have that truck, but they have assigned it to Summit Park and will not send it here. Republic also told us they have changed equipment. Bob added, it is heavier and larger. Larry stated, even if they chain up, they consider it a safety issue which isn’t our problem. They proposed some of our residents should drag cans uphill so their trucks would not risk sliding due to stopping mid-hill such as on Summit Dr and Sagebrush Pl. Their proposed dumpsters create a safety hazard for our residents. We want them to fulfill their contractual obligations or come back with a more reasonable plan.

Larry continued, we host the Red Hawk dumpsters in our Civic Center as a courtesy. It creates a mess for us. They should build a facility over there to clean those dumpsters out. We host the dumpsters for Red Hawk at no charge. He believes this demonstrates the Service Area’s willingness to cooperate.

Val requested the Service Area Board convey his concerns to Republic and the County: create protocols that work and prorate their charges. Suzanne replied, she appreciates Val’s feedback and she agrees with him.

Bob Olson stated, he completely endorses the opinions of Val and Larry. Republic has not picked up our waste on Cottonwood Tr when the road has been completely dry. We have never had this problem with our previous contractor. Republic signed an agreement, and they should figure out how to meet their commitment. They left a message on my phone that made them sound ignorant when they said, “we won’t be able to pick up your recycling on Wednesday; we will do it on Tuesday.” They never pick our recycling on Wednesdays; it is always on Tuesdays. Bob agreed with Val; the County ought to put pressure on them to meet the terms of their contract. He added, Marla’s departure is imminent and although he did not initially support hiring a general manager, he has come to appreciate the added value. We also have Angie who takes care of our checks. Marla stated Angie plans to stay on.

Bob requested, the Board asked Marla to create an unfinished projects list for the Board to consider. He would like to review it and amend it if necessary. He truly appreciates what Marla has accomplished. Nathan stated, we do have an extensive list with many items accomplished.

Ken Fisher reported his dissatisfaction with Republic Service stating it is the worse service he has had in 20 years as a resident. He called Republic who told him the Service Area is resistant to establishing dumpsters. Suzanne and Larry replied that is true. Ken replied, he has a lot of garbage and he would like a place to bring it if they can’t provide that service. Ideally, Republic should pick up the garbage but since they are not, or cannot, a civic center dumpster is a good interim solution. His neighbors have had their garbage cans out for almost two weeks with their lids open. The Civic Center hosts Red Hawk dumpsters so it seems reasonable we could have that same type of service. It isn’t the best location. Maybe we have another option, such as the Well House? Chris replied, it is not permitted at the Well House.

Suzanne replied, we agree, and we are working to resolve this. We will not trade our resident’s safety by driving garbage to dumpsters on snowy roads because Republic does not have the right equipment to provide the service, they have been providing for 20 years. We told them, dumpsters are not the right approach. The right solution is providing the service with the right equipment. The very first week we had snow, Republic chose not to pick up. She contacted Krachel Murdock, Public Information Officer (PIO) for Summit County, and discovered Krachel is making the determination to provide service. not Republic. Chris disagreed. Krachel is simply posting the information she has been given by Republic.

Ken stated, he has asked Republic if they ever cancel service in advance due to an imminent storm? He doesn’t want to drag his garbage cans out only to find out they won’t be serviced. Republic told him they never cancel in advance. Most two-wheel drive vehicles make it up our roads once treated; why can’t Republic? Suzanne agreed.

Suzanne stated, we might have to start looking for a different contractor. Ken pointed out, garbage pickup was previously included in our taxes but now we pay an extra annual fee, yet service has gone down. Larry replied, a couple of weeks ago, they failed to service Silver Creek Rd when it was completely clear. There is no excuse for that. Their unreasonable failure to provide service is their way of extracting concessions. He has lived here over 25 years and we have never had this problem in the past. They own a four-wheel drive vehicle that provided excellent service. Our roads are open every day by 7am. It may not be pristine but at least a single lane is open. Their dumpster suggestion is not an option because we are forbidden to place them in the right-of-way (ROW). We give Republic free space in the Civic Center for Red Hawk’s dumpster. The location is a mess: it is not policed. He does not want to see a line of dumpsters in what is supposed to be our community center. If Republic wants to use the Civic Center location, they should propose a proper facility. Red Hawk doesn’t pay us taxes or rent. They give us a modest annual amount for road maintenance. Their dumpster should be removed. Suzanne added, it is a safety issue having everyone converge on a children’s bus stop to unload their garbage on snowy days.
Ken asked, is it a matter of putting leverage on the County since they hold the contract? Should we reach out to Tom Fisher, Summit County Manager? Larry replied, yes. You should call him and our representative Kim Carson as well as all the other Councilors on the Summit County Council. Why should Service Area residents bear any extra expense? Republic came to us, but the problem isn’t under our jurisdiction to solve. This is a problem of Republic’s making. They changed their equipment and now cannot service us according to their signed contract. They should bring us a solution. Do you want to stop along Silver Creek Rd somewhere to throw your trash in a dumpster?

Nathan stated, as we have discussed, in his opinion the Service Area doesn’t have the right to permit dumpsters in the ROW. He doubts the ROW is wide enough to install dumpster locations without causing an accident which would transfer their legal liability to us. Suzanne agreed.

Ken replied, he could accept dumpsters in our Civic Center for a couple of months. It is better than having garbage on the side of the road. Larry replied, Republic won’t even service Red Hawk in the summer whereas the prior contractor did. Dinah observed, there are not that many residents in Red Hawk whereas Silver Creek has so many residents there would be garbage everywhere. Ken observed, garbage pick-up needs to be done. Should I take it myself to the dump and pay for it? Larry replied, he doesn’t know what to say.

Nathan added, we need to be very careful. The purpose of the ROW is for roads and public utilities. You could make an argument that a dumpster is a utility, but the longstanding definition of utilities refers to underground sewer, water and cable that don’t interfere with the purpose of the ROW. Staff have been working to remove encroachments from the ROW to increase your resident’s safety. Placing more dumpsters in the Civic Center is not a good idea. He is concerned this would create liability for the Service Area. There is not sufficient space, the traffic pattern is already problematic, someone is going to get hurt and we will get sued. What they are asking for is not legally our responsibility. Can we do what they are asking for? Yes. Are we going to get in trouble if we do it? Absolutely. That is Nathan’s concern. Feel free to blame this on Nathan.

Nathan recommended, we should review a copy of the Republic Services contract with the County. He believes the Service Area is a third-party beneficiary under that contract. Suzanne reported, she sent an email to Krachel asking her to get involved, reported our mutual concern for our resident’s safety and that Republic needs to figure out a solution for all concerned. The Service Area is not the roadblock. Nathan stated, Republic is asking us to solve their problem. They contracted to perform a service and are reneging on the agreement. We need to see the contract to understand the level of service required. Larry requested Marla get a copy of the Service Level Agreement from the Summit County Clerk.

Suzanne observed, the value of recyclables has gone away so picking up recyclables is now an expense. Larry replied, that may be why Republic has increased their fees in the middle of their contract last year where residents now pay $35 per year in addition to our taxes. Our roads are better than Summit Park’s roads, and Republic is managing to successfully pick up their trash.

Nathan asked, why can’t we use the correct truck? They say they have it committed elsewhere. They should get another one. Larry agreed. Eileen stated, when we suggested that to Republic at our meeting, they replied they would be happy to get another truck if we would pay for the $275k cost of the truck. Nathan pointed out, that is not our problem.

Hally asked, should we disseminate a communication to our residents delineating who is responsible for the current lack of service, the actions of the Board to restore service and how residents can participate in affecting change? Larry replied, this is a task for the General Manager and the Assistant Clerk.

Nathan suggested, we should review the contract first because it will inform us of our rights and their responsibilities. We should treat this as a contract negotiation. They may remove Service Area roads from their list of responsibilities. Their contract may be up for renewal. We should find out our options. What other companies can perform this work? What would it entail to completely handle our own trash pickup? This knowledge will inform our response. Hally stated, she wants to keep dumpsters out of the Civic Center. It should never be an option because it will become permanent. Larry agreed.

Bob stated his son is a supervisor at Republic in another state. Even when they could sell their recyclables, quite often much of it was going to the dump anyway.

3. Interview Candidates review for Carol Spiegel’s board position: Suzanne noted we do not have any applicants at this time. She invited everyone to consider candidates among their neighbors. Marla reported, Rich Parisi said he was interested and would think about it. Can you reach out to him? We need a lower Silver Creek resident.

Scott Sharp asked, how much trouble is caused by leaving the seat vacant? Nathan responded, under the law if we don’t fill the seat within 90 days, Summit County Council will have the responsibility to appoint someone. But they are going to have the same challenges. The main challenge is if we find ourselves with an evenly divided vote 3-3
although that doesn’t happen very often. We have talked in the past about reducing the board member size from seven to five. Suzanne replied, she likes the diversity of a larger board membership who bring a wider perspective to the board but if we can’t sustain full membership, it is a good option to reduce the number of seats. Nathan stated, most local districts similar to Service Area #3, have 3-5 members.

   a. General Manager update & transition plan: Marla stated, there is only three things on this list she hasn’t done. She has been asked to create a list of Service Area goals. The audit is the most critical and it will be complete by February 14th. Suzanne asked, do you need her to sign an engagement letter? Marla replied, yes. Our auditors have an extremely limited staff at the moment. We are nearly complete. We are waiting for data from Summit County but are working at a rapid pace.

   The Payroll Transparency Report is critical and must be completed soon. The due date is March 31st, but she will finish it next week. The State Concurrency Report has been filed. The County Concurrency Report is due at the end of March but because it shares information from the State report it will be easy to do.

   Marla affirmed, our bookkeeper Angie Shields will continue to work for the Service Area. Scott asked about bank reconciliations. Marla replied, she has been doing them. She reported she had view access and because of the change in the signatures, that has been discontinued. She needs someone to go in and print stuff off for her. She can see when the County deposits money into our accounts. Marla suggested oversight by an independent Board member. The treasurer shouldn’t be doing it because the treasurer can transfer money and can sign checks. Larry stated, technically it is the Clerk. Marla replied, it is not too bad. In the past, she has always done half-month reconciliations on the water. The water report is the most difficult because we use Xpress Bill Pay. The deposits don’t always come across clearly between the Zion’s Bank account and how they deposit it between the credit cards and echecks. It always balances but she does a one-for-one lookup. It is difficult assembling the disparate payments and applying it to the right account. The Water Fund is the one for which we write the most checks. It just takes a couple of hours. Larry asked, can Angie do that? Marla replied, no. Angie cuts the checks. It really should be Scott, but she is willing to come and help until you get a new general manager.

   Larry asked, have we posted the general manager position yet? Marla replied, it is posted on Indeed and Worker’s Unemployment. We have ads coming in the Park Record. Larry asked, is it posted with the Association of Special Districts? Marla replied, no but she will do so tomorrow. The problem with Indeed is some job seekers set up an automatic application so if certain key words are identified then their application is automatically submitted. She has been working with Indeed on this and other changes to filter out poor matches. Marla has reviewed most of the Indeed submittals and there appears to be just one qualified applicant. You have the option to accept or decline matches one at a time.

   Larry asked, is there anyone at Mountain Regional we could poach? Suzanne asked, or the County? Marla replied, there was interest from someone at County, but the compensation is insufficient. Hally asked, what are the minimum qualifications or ideal candidate? Marla replied, a well-rounded manager, somebody who understands business, budgeting, deadlines and reporting. A financial background is really important. So much of this job requires an appreciation of property protocol especially with the regulatory budgeting requirements such as timely filing. Chris understands the roads. We have distributed an RFP for a Road Engineer. We have HAL for the water. Hally asked, will the pension follow from one government entity to another? Marla replied, vesting rules govern these issues. Nathan replied, the Service Area doesn’t currently offer a pension. Scott asked Marla, what attracted her to this position originally? Marla replied, she needed the challenge at the time.

   Larry asked, how frequently does the concurrency report have to be done? Marla replied, annually. We are no longer required to produce the concurrency report semi-annually which was the penalty phase. It is due this spring and the review is done in June. Larry confirmed, then we won’t have to file again until next year. Marla reported, she and Chris will prepare it together. Chris stated, it’s fairly simple. Suzanne stated, we have a lot more data now such as the arsenic filtration.

   Marla stated the transition plan is to get a lot of this stuff done so the board is given a breather. This is the time of year where we prepare ourselves to do road work. We want to get the work ready-to-go so Chris is given the authority to move forward and manage the work. Getting the financial stuff done is a huge burden that won’t need to be carried by the new general manager freeing him or her to learn the job. Scott requested Marla prepare a list of tasks that will need to be addressed early on by Marla’s replacement. Marla replied, she will prepare an overview plan for the new hire. Scott pointed out, this plan was not available to Marla when she was hired. She has done an amazing job.
Marla stated we only indicated we want progressively responsible experience. Marla works about 40 hours per week. Suzanne stated, due to the foundation that Marla has laid, we may be able to invest in a less experienced person. Marla recommended $55k. Larry asked, can we use the County health insurance plan? Larry requested Marla review the healthcare options.

Suzanne asked, what do we need to do to consider an interim General Manager?

Suzanne stated, the Board should discuss how we want to manage the Service Area in the interim while we execute the recruiting process.

b. Staff reports: (Sammons, RUWA conference): The resident (Sammons) who damaged the speed bump has reimbursed SCSA#3 with a check. When that clears, the County will drop their charges. Larry stated, he needs to give Marla the Wells Fargo account. Marla agreed stating, then she can confirm the check has cleared.

Marla discussed the Water Conference (RUWA) which she will not be attending because she has resigned. She has worked with Curt Ludvigsen on Commercial Water fees as well as financing for our plans. He has some alternatives and wants to work with us on financing our projects. At the Conference there will be a couple of classes taught by Michael Grange on state financing. Is there a board member who would like to attend? It is the last week in February. They will host a competition to determine who has the best water, so you have to bring a sample with you in a glass jar.

c. SCSA#3 financial and dashboard review: Marla stated, she made an assumption regarding Class B Road Fund amount for November and December for 2019. We accured $17k in that account which is about what was received last year. She ensured all of our 2019 business was entered. Larry confirmed, 2019 is complete. Marla replied, yes. Suzanne pointed out our snow removal and road maintenance have balanced out. Marla stated, our water rights, a capital outlay, are included in water. Excluding the water rights purchase, we would show a very minor loss of $2k. Larry asked, so we are $19k less than 2018? He observed, Total Revenue in the Road Fund is $19k. Marla replied, yes. We spent so much more on snowplowing. Larry replied, no, he is referring to the revenue. Is that because of construction services fees? Marla replied, yes. We didn’t have as many home starts last year.

Larry asked, have we gotten all of the Wolff invoices? Marla replied, yes. Larry asked, so we spent more in 2019 than in 2018. Marla replied, we spent more in the prior year. The big reason is the capital outlay. We had more road maintenance and more capital outlay. We only spent $117 in 2019. We spent $166k in 2018. In 2018 we spent $120k in road maintenance and $69k in 2019. Larry observed, we spent $40k more in snow removal.

Dinah asked, do we plow the roads every time it snows? Larry replied, no. Dinah asked, how do they decide when to plow? Chris replied, the protocol is to begin plowing when the snow reaches 2”. We communicate regularly with Wolff. When they are called out to Red Hawk, they are instructed to inspect the upper area of Tollgate Rd, Aspen Ln and Summit Dr. He may authorize Wolff to plow just those roads if needed. Because our snowplow operator lives in the neighborhood, he drives the upper roads before releasing his crew. We control snowplowing decisions. Larry replied, it costs us about $5k for a full plow of the Service Area.

Scott asked, is there a line item for overages? Larry replied, we have the adjusted budget. Look at 2020 over on the right, that reflects Current Year-to-Date, then Adjusted Budget Amount then the Amount of Budget Remaining. This will allow you to gauge where we are at. The big expense last year was the purchase of $425k of water rights amounting to 22 shares. We reserved that money over time because we had to depreciate the water system about $60-70k each year as a capital asset. This money was set aside for repairs. Larry asked, how much is that? Marla replied, we have about $78k. Marla pointed out, if you exclude $425k used for water rights, it actually represents a loss of $2k. Marla replied, $438k minus $425k equals $13k. Marla stated, that’s if you just look at operations. When you factor in interest income, the total loss is about $2k. We won’t have that kind of interest income in 2020 because we won’t have the large savings anymore.
Scott pointed out, it doesn’t matter that our water rights increase in value every year because we can’t sell them. Larry asked, do we depreciate water rights? Is it like land? Nathan replied, water rights are a real property interest. Larry asked, is it just an asset on the books? Nathan replied, yes. Marla replied, they have worked directly with Pelorus to make those year-end entries. Larry stated, he would like to see how they balanced them. Nathan replied, the $425k spent on water rights are a real property interest because they are what we own. Water shares, however, like what we have with Davis and Weber and Wanship Irrigation Company, are not treated the same. Larry noted, they are an operating expense because we pay for them. Nathan replied, water share ownership interest it is different and complicated. There was a time when it was asked if a water share ownership interest is a real property interest. Were you entitled to a portion of that company’s underlying right? The courts and legislatures have attempted to clarify this over the years. Right now, they are an interest in something, but not quite a real property interest so you must remember they are treated differently under the law. Suzanne noted, it’s like owning stock in a company versus owning the company.

Marla stated, she will reach out to the auditors. **They are coming up on their 5th year when we will need to go out for RFP for accounting services next year.** Larson and Company have a really good representation and are good fit for us. Larry pointed out, they really take their time with us.

Larry asked, we have $44k in past due accounts? Marla replied, yes. It has a lot to do with the annual billing. Some pay right away, and some pay later. That number will be reduced during the year. We will begin work to create liens for those with unpaid standby fees. **We can’t shut off their water so we will place liens on their property.** Marla stated, several are on payment plans but two have significant overages. Larry noted, we really only have $8.3k in aging accounts. Marla agreed. Suzanne stated, that is pretty good from where we started. Two years ago, we had over $90k in past due. Larry added, $156k. Larry stated good job. Four accounts represent the lion’s share of our past due receivables at $28k.

Hally asked, what is our collection process? Marla replied, every month we look at each past due account. We send a letter to accounts three months or older on the culinary service stating they are past due and need to bring their account current and if they don’t comply within 30 days, we advise them their water will be shut-off. At 30 days, we place an orange water shut-off warning tag at their home stating they should call the Service Area because their water will be shut-off on such-and-such date. At that point, most people will pay their bill.

Marla continued, we have customers on wells who are past due; several are 3-4 years past due. **Those accounts require a lien on their property.** To get a lien, we provided the exact legal description of their property, their name, address and plat number as well the amount to be lienied. We recover our money when their taxes are paid in the fall. We get paid first before the County gets their tax money. Hally asked, who are the majority of past due accounts? Wells? Marla replied, the majority of past due accounts with the largest balances are connected water users who had a water leak. Marla stated, she will break out the different types of customers because they are treated differently in collection. Larry stated standby fees are $80-150 per year. Marla stated, lots adjacent to the culinary system are charged $276 each year.

Hally asked, some of these leaks cost people thousands of dollars? Larry replied, tens of thousands. We have a new program, EyeOnWater. Staff uses this program to catch egregious leaks. We have a number of second homeowners who don’t realize they have a leak. Chris replied, the software reads every 15 minutes and downloads the data every day. Larry stated, we spent about $90k replacing existing meters with updated meters. Marla added, also the meters were relocated from inside the home to outside. All but 10 of connected water users have a meter. Larry added, we want to get wells on meters too. Marla added, 169 meters were running okay, 22 indicated a malfunction of some kind, 33 showed no water detected and one indicates a leak. The software gives me a map. They receive emails from EyeOnWater if they have a leak.

**Larry requested, EyeOnWater be placed on the agenda for February.** Hally asked, have we effectively communicated the availability and advantages of EyeOnWater? Larry replied, no. Hally continued, everyone should want to sign up for this because it can save them money. Marla stated, when people sell their home, we send a form to the title company requesting email addresses so that we can enroll them. We send out reminders with their invoice, discuss it in the newsletter and post it on Nextdoor. Suzanne suggested we include this in our next open house.

Larry stated, our average water user consumes about 8.5k gallons of water each month. It can be higher in the summer due to irrigation. Hally observed, many of our residents don’t have the discretionary income to absorb the cost of a water leak. Chris noted, one or two customers have been notified of a water leak while they were out of the country. One advised us to shut-off their water which we did. In another case, their landscaper turned it back on without fixing the problem.
Suzanne asked, how many articles have you done regarding EyeOnWater? Eileen replied, we have advertised EyeOnWater in two newsletters. Eileen presented the printer’s proof on the January 2020 newsletter which contains an article about what to do if you suspect you have leak and step-by-step guide to locate a leak. We also have an article on plowing across the ROW. Hally stated, it is in our community’s best interest to make a bigger deal out of the potential for a leak. It could cost you thousands of dollars! We should find a way to bring attention to this issue. Suzanne agreed.

d. Invoice review: Marla presented the invoices for the quarter and the statutory reporting. Everything is reviewed and approved by the Clerk and two signatures provided by other board members. The Tim Biehl invoice is for the evaluation of Silver Creek Road. Another invoice is due from Biehl for the RFP.

Larry asked, we spent $29k so far this year on plowing? Marla replied, yes, in January. Larry pointed out we have had a lot of snow. The guys have been doing a good job. Scott asked, what is the backhoe charge for? Chris replied, it is to load the sand onto the sander trucks. Larry noted, there is a $16k start-up fee at the beginning of the year. Larry stated thank god he has the grader in the neighborhood because it allows them to push the snowbanks back. Scott agreed. Marla brought attention to the Wolff work orders completed by his team which provide the details for the work performed. Those are reviewed by Chris for accuracy.

Marla continued, we have an annual payment to the Department of Treasury for the bond. Our current balance is $184k. Larry stated, right now we have no bonding in the road fund but when we created the Westwood loop for the water system, we got $500k and we only had to pay back $250k. This bond expires in 2032. Marla stated, yes, something like that. Larry stated, it was a 1.25% bond. We also have loan covenants. We have to keep a reserve amount. Marla stated the two funds that we have that pertain to this. We have to put money aside during the year to make the payments. We have to set aside money every month to ensure we have sufficient money in the event of two bad years. We have another fund for repairs or capital improvements.

Larry stated, we have $200k reserved in a water fund rainy day fund. We put $60-70 each year into that fund. That is how we saved the money to purchase the water shares. We were going to use it for fire flow, but the bids profoundly exceeded the estimate. Therefore, we were able to cure our water share deficit of about 22 water shares. We are down about $200k in our rainy-day fund. If the Echo Well goes down, we have money available. We have about $120k in our road fund in the event something needs repair. That is lower than Larry is comfortable with. We are trying to plan our capital expense for the summer, and we don’t have any money.

Suzanne stated, that is why we are considering a road bond. Larry added, with the Class B road funds. Marla reported, John let her know it comes out as capital in this year’s budget. He said, then we make a journal entry where it will be treated similarly to land. Suzanne stated, we have to distinguish between water shares and water rights. Nathan stated a water right is real property whereas a water share is an interest in real property.

Marla stated, our Smith Hartvigson legal fees included, and they are never presented in public. They are sent to the board via email because their rates are confidential. Nathan responded, his rates are not confidential, but the specific work is.

Larry motioned to approve the invoices as presented which was seconded by Scott. Approval was unanimous.

e. Approval of audit engagement letter: Marla stated, this is a boilerplate letter stating that we are going to cooperate with the auditor and provide the information as requested and they are going to provide their best professional effort to determine the accuracy of our financials. The cost is $9.5k which is the same as last year. Suzanne stated she thought they did a nice job last year. You can email them your questions and they will come to a meeting prepared to answer. Larry stated they are really patient.

Larry motioned to approve the audit engagement letter for Lawson CPA which was seconded by Scott. Approval was unanimous.

5. Road (motion/voting):

a. Summit Cul-de-sac RFP results: Marla reported, we received four submittals. They are ranked by price but not everything is equal. Redow is the company that currently has heavy equipment in the area due to excavating Lot 192 which saves us equipment mobilization fees. Chris stated, this is a new contractor. He has provided us with a lot of detailed information which was different than the others. The other responders are very similar. They are going to cut-and-fill and jack hammer the hillside and rough in a road. Redow manipulated the map a little bit and proposed an easier access easement. He is proposing $8k of excavation then apply $23k in granular road base which is included in his bid. Suzanne stated, she agrees with Chris. The road follows a natural grade and is very different than the others which rely upon jackhammering. Marla replied, there is going to be some jackhammering regardless just because of the location of the platted road.
Scott stated he needs more information. Chris replied the purpose is to give us access to a turnaround for emergency services. Marla stated, we met with Mike Owens of the Park City Fire District who performed a fire assessment for the entire Service Area. We were the first in the County to do that. The area under discussion is adjacent to Lewis Park. Lot 192 believes that the road is on his lot because he is looking at an incomplete parcel map and not the plat. Nathan asked, what part has been paved? They referred to an aerial image to identify Lot 192’s driveway and the portion they paved. Larry asked do we need to have the conservation crew come in? Larry asked, have we had it surveyed? Marla replied, Gregg Ferrari, Surveyor, reviewed the area although we should have sent him out two weeks ago. He had a hard time locating the pin at the top of Lot 192. He could only find one pin. He needs to find another one in order to perform a measurement to identify the ROW. He is concerned he will be 10 feet off. The homeowner of Lot 191 strongly believes where he paved is actually his property.

Larry asked, are we going to attempt this in the winter? Marla replied, yes. All of these contractors are very eager to do this now. Hally asked, will their price change if we do this when there is more competition? Marla replied, they are hungry. Chris stated, the currently low bidder has his equipment on site right now on Lot 191. Marla added, the homeowner provided the survey to the Service Area as part of their application.

Suzanne wondered if we should have a gate, so people don’t turn it into a parking area? Marla replied, we are concerned about our snow removal equipment. We want to give them the ability to make an easy turn which will make their job faster and safer. It would also alleviate issues with trash pickup. If we don’t make it too smooth, we won’t be inviting the cars. The homeowners are worried about a steady stream of traffic going through there.

Larry stated, this is a public road. Marla agreed. Larry pointed out, it leads to a public park and people will want to park there. Suzanne replied, it is not; it is a deadend. Larry replied, it is still a public road. Suzanne replied, but it is not a trailhead and you can’t park there. We can’t block someone’s ability to get in and out of their home. Larry stated, he is not suggesting that. This is a public road and we can post a no parking sign. Suzanne stated, it is not platted for a cul-de-sac. Larry clarified, we are proposing to install a cul-de-sac which is not platted? Suzanne replied, the cul-de-sac would be in Lewis Park and it is not platted for that. Nathan added, but the Service Area owns Lewis Park. Larry stated, under the consent agreement with the heirs of Lewis Park, Lewis Park is held by the Service Area for the benefit of the residents. Nathan stated, if the Service Area owns Lewis Park for the benefit of the residents, you can make the argument we have the legal right to designate that section of land for a cul-de-sac. Suzanne asked, do we need to do a plat amendment? Nathan replied, you should check with the County. The County owns the roads and they have designated that responsibility to the Service Area. He was under the impression the cul-de-sac was already platted so he wonders if a plat amendment is needed. If we are creating a cul-de-sac, are we going to dedicate it to the County or are we going to own it? Suzanne noted, it is part of the park. Nathan continued, if we are just building a parking lot, we don’t need a plat amendment. However, if we are building a cul-de-sac that is part of the road system, then we might need to. Larry asked, what happens to people who park there? We are not encumbering the neighbor’s ability to get in and out of his lot.

Referring to the historic imagery, Nathan observed the road used to go straight and it was a public road up to a point as part of the platted ROW. It appears the property owner, in 2011, changed his driveway and paved the rest of Summit Dr. Chris replied, his driveway is paved but our portion is not. It is dirt. Nathan asked, he paved a portion of the platted ROW. Larry replied, correct. Nathan stated, there is clearly an encroachment. Have we discussed this cul-de-sac with the County? Marla replied, no. Nathan continued, we should confer with the County. When we build the cul-de-sac, it will be on land that the Service Area owns. Are we going to dedicate it over to the County as part of the public ROW? Suzanne replied, the purpose of the cul-de-sac is for vehicles to turnaround such as snowplow equipment and garbage trucks. Larry stated, it would be simpler if we put in a parking lot, but we don’t advertise it as a parking lot. Chris asked, if you want to limit access, can we gate it? Nathan replied, you don’t see that in Salt Lake County. Larry replied, there is precedent for that in some areas. There are city owned parks just for city residents. Nathan replied, that is true. South Jordan owns Mulligans but everyone, including residents, still have to pay to use it.

Larry stated, he supports the fire marshall’s recommendation to install a cul-de-sac there. It is a good spot for logistics such as landing a helicopter or staging fire equipment. We don’t have any water there. We don’t have a good survey so how do we do this? Do we want to commit $27k of our capital budget to this particular project when we have a lot of things around the neighborhood that need chip sealing? $30k for chip sealing goes a long way. We can get a lot of road for with that money. What is the urgency for the cul-de-sac? Suzanne replied,
firefighting and fire prevention. If a fire comes, where do we defend from? The top of Cottonwood Tr is not functional for the fire department because it is surrounded by brush. Larry asked, are we overthinking this? Do we just need to clear an area this summer with a small bulldozer and a backhoe? Chris replied, it is much more than that. There is a lot of rock. Marla added, the contractor out there said if it was just plain dirt, he would do it for no charge. It is a lot of work. Larry replied, he is hesitant to endorse this project without a good survey.

Scott stated, we received four bids but not one is comparable to the contractor already on site. Larry asked, did we do an RFP or a bid? Marla replied, an RFP. Larry asked, do we have a point system? Marla replied, yes. Part price and part capability. Larry stated, we need to have the area staked and surveyed. Suzanne stated, even though we have this recommendation from the fire district there are lots of different things we could spend the money on. What is the best way to spend the money?

Hally asked, do we have liability now that we have received the recommendation from the fire district? Nathan replied, you could potentially be liable, but we need to understand the context of the recommendation. Did they come to us with a request for a cul-de-sac here? How did the proposed cul-de-sac come about? Marla replied, the fire department evaluated our entire community, part of which included those areas that abut the wildland, all the areas that are on wells and other areas we are concerned about. After we drove through, the fire representative said it would be virtually impossible to adequately fight a fire in this area because their tanks which are on trailers and their large fire trucks would have to back out because there is no turnaround. Nathan replied, if that’s the case, then yes, if you were to have a fire in that area and if they weren’t able to get up there with the proper equipment and if people become aware of that from the public record you would have liability. If Nathan were a plaintiff’s attorney, he would make that argument.

Dinah stated, we should fix the problem correctly, spend the money and get the the recommended cul-de-sac. We are going to have to build this cul-de-sac at some point anyway. Should we just do it? Suzanne asked, does building the cul-de-sac now help save us in the long run? Hally asked, can we agree that because we don’t have a good survey that this project is off the table? Larry stated, the project needs to be done but if we don’t have an accurate survey we may have to delay. We can’t be 10-feet off. Marla replied, another option is we can contact the surveyor for Lot 192. They did the driveway. Redow is the excavation company that did their work. Larry stated, their surveyor will know where the pins are. Suzanne asked, wouldn’t it be recorded? Marla replied that part of the County’s system has been down for over a week. Chris recommended to table this item because Redow’s equipment is sitting there without another imminent project. It’s possible we have another 30 days to decide. Ultimately, we need the survey. Suzanne agreed. She doesn’t want to destroy the driveway. Larry stated, the property owner has encroached on the public ROW. Nathan stated, our plat shows the public ROW extending all the way to Lewis Park and he believes that is accurate. Was it recorded? Marla replied, yes. Suzanne suggested we table this discussion. We are interested in building the cul-de-sac, but we have to define what it becomes. Hally stated, we seem to think we want it to resemble a cul-de-sac but there are other nuances yet to be determined. We need more information.

Nathan pulled up the recorded plat from the County’s website noting it is pretty clear the Summit Dr ROW extends all the way to Lewis Park. There are two ways roads can be dedicated to the public: a subdivision plat that you record with the County or the public uses a roadway for a period of 10 years or more as a public thoroughfare then it becomes dedicated to the public. One of the issues here is the road was platted but the roads weren’t always built in the platted location or on the center line. That is why we need the survey. We have the right to do whatever we need to do to his pavement. Suzanne observed, we must coordinate with the affected property owners due to concern our work will block their driveways. Nathan agreed and asked Marla what the impacts will be? Marla replied, there is a rock fin that we have to go through which will take a lot of time. Larry stated, it appears the rock fin is outside the ROW. Chris pointed out the vein of rock. Marla stated, while they work, they could use Lot 192’s driveway to back out. Suzanne stated, we will have to grade the cul-de-sac to keep it compacted.

Hally asked, how do we reach the decision regarding platting the cul-de-sac? Eileen added, she spoke to the County a few months ago about this and they might waive the charges for this plat amendment. Marla stated, we need to find out if the County feels a plat amendment is necessary. Suzanne stated the County’s goal is to have a safe space too for fire protection. Eileen added, are we giving the County the Service Area’s private property?
Should they buy it from us? Hally replied, we need to know more about the ups and downs of this proposal. Suzanne tabled the discussion.

b. Engineer RFQ: Marla stated, this has been reviewed by Nathan. As we move forward with the road bond this will advise the Service Area on areas of impact. Suzanne stated, she is supportive because this will help us prioritize. Marla replied, some of our roads are not showing the lifespan LTAP indicated. Silver Creek Rd is an example. Going north, the east side of Silver Creek Rd is always falling apart. Chris added, we do have soil issues and issues with how the roads were originally constructed 20 years ago. We have ground water issues that affect a lot of the lower roads. The predicted lifespan of Aspen Ln was supposed to be 6-7 years, but it lasted one year. Marla stated, Gary Horton mentioned our road issues are due to poor drainage. We need a professional engineer to advise us. LTAP was never intended to be a complete analysis of the construction. It was a visual evaluation and the creation of the asset management system.

Larry motioned to approve the RFQ and have our General Manager submit for bids which was seconded by Scott. Support was unanimous.

c. Silver Creek Road RFP (sewer installation repairs RFP on website): Marla deferred this to a closed session. Larry motioned to approve the submittal of the RFP which was seconded by Scott. Support was unanimous.

d. Snow Removal RFP: Marla stated, we added a three-year renewal clause with two one-year options for renewal. Larry motioned to approve the General Manager submit the Snow Removal RFP which was seconded by Scott. Support was unanimous.

e. Other Road business: Marla stated, Chris has scheduled the dust guard and is in the process of scheduling the road grading. We will have the trail work RFP ready for our next board meeting. Suzanne asked, is there anything we need to be doing about the County’s decision this week? Marla suggested we should discuss it in closed session. Larry asked, did the County approve the Conditional Use Permit (CUP) for Layton Tree Farms? Marla replied, yes. The County wrote some conditions which are the farm can operate six days per week. His operation is limited to 8am-6pm. There are no restrictions on vehicles he can use. He is required to install a meter and a beacon. Mr Layton indicated he is willing to do so. Suzanne asked, what size meter does he need? Chris replied, he told me he needs a one-inch meter but given the volume of water he needs, the size should be larger. He advised Mr Layton that Chris needs to meet with Zimmerman or Armstrong when they come out to do his well work. He is concerned about Layton’s statement that he only gets five gallons per minute. Larry stated, it’s possible. Chris replied, when you look closely it doesn’t jibe. Nathan stated, he looked at his use and what the State Engineer’s would require. He gets one-acre-foot from the Service Area which he can use for his trees. His own rights are for animal stock watering and for a house. Altogether he has maybe two-acre-feet of water at most. The State Engineer looks at the number of acres of trees he is irrigating and multiply that by 3-acre-feet per acre. He estimates the tree farm needs seven-acre-feet of water and he has only two. Larry asked, so when the beacon is activated, we can keep an eye on that? Nathan replied, we are only responsible for managing our water rights. Managing overuse is the State Engineer’s responsibility not ours. Larry asked, what is our recourse if he is? Nathan replied, we would report him to the State Engineer in an anonymous enforcement action. Several neighbors have the same concern and may do that. It is pretty clear he doesn’t have the water rights to support his farm according to the State Engineer’s current policy.

Hally asked, what can we do to address road weight and capacity issues? Chris replied, he was unclear why the Planning Commission didn’t approve that part of the CUP because we have road authority. We have the jurisdiction to post our own speed limits and our own regulations. He wondered why the Commission did not follow our recommendations. He asked Nathan, can we continue to set our regulations outside of the CUP? Nathan replied, as a local district you only have the authority that is expressly given to you. We are limited to the purposes for which we were created. The relevant portion of the Summit County code indicates, when it comes to roads, you can improve and maintain local streets including snow removal and to provide for extended police protection and powers as necessary for the establishment and enforcement through the Summit County sheriff for speed limits on local roads. So, speed limits, road maintenance and snow removal. He doesn’t think the Service Area has the authority to say ??? Suzanne replied, based on what our Engineer says regarding the foundation, the water and the asphalt we have limitations interfering with successful maintenance therefore we need to establish weight limits. Nathan replied, legally the County is the one who must establish the weight limits, not us. Chris asked, who has set our weight limits previously? We have weight limit signs on some of the roads. Nathan replied, probably the County. Most counties do set weight limits for roads. You need to discuss this with the County. The way this is supposed to work, you do maintenance, snow removal and set the speed limits but the County is supposed to do everything else. When we find an encroachment that we can’t resolve on a neighborly
basis, we refer it to the County. Ideally, we should be able to go to the County and say we are having problems maintaining our roads, can we change the weight limits.

Hally asked, can we respond that we need more money to support the County’s direction to allow commercially weighted vehicles to use our roads six days a week as often as they want? There has to be some recourse. Nathan replied, there are a couple of things we could do. We have discussed revising our fee structure for roads. Right now, we charge a flat fee for everybody and that fee is based upon residential home and driveway construction. It does not account for commercial uses. We have discussed a sliding fee schedule. For example, we charge a flat fee for a home up to 5,000 sf and anything over that incurs an additional fee for each additional square foot. This is different. This is not a development. Hally asked, what about commercial? This is a business. It seems reasonable to establish separate standards. Nathan replied, right now we have a road usage fee. Another option is to establish a road impact fee. Impact fee usefulness have been neutered by the State Legislature. We would be required to get an impact fee study and follow a statutory process to set impact fees. Also, you can’t use impact fees for road maintenance. The problem is we are concerned about road maintenance. That is why we are working on a road usage fee that we can use to account for these types of impacts.

Marla stated, we are also concerned about large horse trailers. How do we assess their impact on our roads? Hally replied, horse trailer frequency is very different though. She uses her horse trailer once per month. Suzanne pointed out others use their horse trailers daily. Hally continued, it is still very different than the trucks permitted under the CUP. She believes those differences could be accounted for in our fee structure. Marla asked, do we single out Tally Ho when we have other businesses in our community where one company brings in trucks laden with wood and other businesses who do snow removal and landscaping? Suzanne stated, there was another business with big gravel dump trucks. We need a policy on what our roads can and cannot handle. Hally replied, we can’t focus on one business and let everyone else off the hook. We need to be consistent.

Nathan replied, you are unique in that you are a local district that is managing roads. You are the only one he knows of. Usually roads are managed by the land use authority, either the county or the city. Those entities have police power. They have more tools to enforce road restrictions with a road policy. If our roads were under the County’s jurisdiction, they would be the ones establishing weight limits and have the authority to issue citations. Our ability to enforce is very limited. Usually, it is done during the approval process, but it would be difficult to do it retroactively. We can set the speed limit, but it is up to the police to enforce it. Suzanne noted, as we learn more about our weight limitations then we can work with the County on enforcement. We must first create a framework because the County can’t help us if that is not in place. Nathan replied, we can’t set the weight limits, but we can ask the County for help to establish appropriate weight limits. We are the eyes and ears that identify ROW encroachments, but they take care of it. We can set a road usage fee and the best way to collect it is on the front end. We can also do an impact fee. Impact fees are for capital improvements to cope with the proposed use.

Dinah asked, what about properties that change hands and become a commercial business? Suzanne replied, Marla has worked hard over the last two years to partner with the County and planning and that we stay aligned. Dinah asked, is a horse business, like Tally Ho, permitted to have as many events as they want? Nathan replied, that is zoning question. Larry stated, they are zoned Rural Residential (RR). Nathan continued, Conditional Uses may be appropriate and permitted if you can satisfy certain conditions. That is what happened with Layton Tree Farm. He was operating a commercial business in a residential zone without going through the appropriate process. Anyone doing business in RR will need a CUP. The legislature changed the CUP process a couple of years ago. It used to be that exceptions to zoning required a CUP. Developers got that changed to “the land use authority shall approve it” unless they can provide an extremely good reason not to. It is now almost impossible to defeat a CUP now. When he does land use planning for his municipal clients, he advises them to eliminate as many of their conditional uses as they can and make the use permitted or unpermitted and that way if the applicants want to change the use they have to apply for a zoning change which is harder to do.

Dinah stated, Tally Ho has over 30 horses and activities going on all day causing dust and noise. Larry advised her to review their CUP and then go through the enforcement process. Nathan stated, that is exactly what you need to do. Hally stated, she has heard that permits were given that went beyond what is being described. Larry replied, it was a backdoor deal done 30 years ago. The County Planning Commission is not very responsive. Nathan agreed stating the code has been drafted to facilitate development as much as possible. There is a big push in the legislature concerning affordable housing.

6. **Water (motion/voting):**

   a. **Commercial Water fees:** Marla stated, several documents have been placed on google docs including a commercial water analysis by Curt Ludvigsen. He makes recommendations about increasing our standby fees due to the cost of our water rights. Larry stated, he would like Curt to come back. Marla replied, he is willing to do
that. He gave us a breakdown according to how many gallons are used. Suzanne replied, it takes some time to understand this. Larry agreed. Let’s put this on the agenda for the next meeting. He likes the idea of the base water fee the same as the residential fee. Maybe that includes 1k gallons and then we have a tiered structure. Something simple. He also likes the ERC Study. Marla replied, Mountain Regional took that approach because they have commercial businesses with buildings larger than ours. Larry replied, we don’t know what is going in across the street. Marla replied, they are not under our plan. We don’t have water for them. Larry replied, we should have provisions in our policy in case Mountain Regional says no. Mountain Regional is encumbered by a tremendous amount of debt. Marla stated, our policy does not provide for commercial use. They have to bring water to the table just like HJ Silver Creek. She doesn’t see that as a potential threat to the Service Area.

b. Arsenic Treatment RFP (full RFP on website): Suzanne stated, the RFP only reference the Silver Bullet as the tank. She wants to ensure Highfield is included and to make sure the water filtration capacity is sufficient for peak summer. He cites 3-5 gallons per minute. Larry replied, that’s not going to work. It should be 300 gallons per minute. Marla replied, she will follow through on that question. It may be a typo. Larry asked, does the Greenfield Well currently pump to the Silver Bullet then we pump from Highfield to the Silver Bullet? Chris replied, no. The Greenfield Well pumps into the water line and then to the booster station which then goes to Highfield. The east side lower section doesn’t get a lot of arsenic until it comes back down from Highfield. The District Well goes straight to the Silver Bullet then to Highfield. Larry confirmed, we just redid the booster station on Silver Creek Rd ten years ago. Does that have sufficient capacity? Chris replied, he and Ben Minor identified some minor things that we would like to change. It puts 200 gallons per minute up to the tank.

Suzanne stated, it seems ready to go. Larry wondered about getting the building constructed but that might be a separate RFP. Marla replied, it is a separate RFP. Scott asked, do we use HAL to write our RFP’s? Larry replied, Hansen, Alan and Luce (HAL) is our water engineer. Marla stated, we work closely with Park City Municipal utilities. Their manager, Clint McCaffey, allows us to use his water quality their water quality manager, Michelle DeHaan. She has been invaluable to us in this process. She has connected us to a professor at ASU that can our rapid column testing which tells us the life of proposed media. Larry added, we had an estimate from WesTech who estimated it would last five years but media replacement costs about $80k which we have to build into our rates.

Marla stated, we don’t know what the building is going to cost until we do the RFP. The estimate from HAL is $150-200k. Suzanne added, we need to know first how big the system is going to be. Marla stated, we had a plat amendment from Greenfield Ranches HOA, and we need to have the property in our name because it is not recorded as such.

Marla stated the cost to repair the Silver Bullet is very expensive. Park City Municipal owns land close to I-80 and we are in discussions with Clint about moving our water tank to that site which would allow us to have a tank with a shorter profile. She told them we were poor and we would like to lease it for $1 per year. If we take down the Silver Bullet, we could sell that lot.

c. Water Relief: Eileen stated this resident’s sprinkler valve was damaged. They had EyeOnWater and were out of town when they had a leak. Their EyeOnWater was not set up correctly. When they returned, they performed the repair in a timely manner. Their EyeOnWater has since been setup correctly. Staff is recommending .75 relief. Scott asked, are we going to lose money granting .75 relief? Larry stated, water costs include electricity and operational expenses, both hard and soft costs. Marla stated, the water lost was 260k gallons. The annual water use on this property exceeded their annual allotment by a small amount.

Hally asked, what is the protocol? Eileen recounted the process to request water relief. Scott asked how much water relief have we granted? Larry stated, it would be good to do an accounting of water relief requested and water relief granted on our dashboard. Scott asked, how do these extraordinary water leaks affect our water rights? Nathan replied, the Service Area’s average water use as a whole is well within the amount of water granted with your water rights. We need to fundamentally redo your water policy which is nearly complete. We have been waiting on the residential and commercial rate studies. If we keep everyone on residential rates, we are ready to complete the policy. Right now, we apply commercial rates on a case-by-case basis. Do we want to have our cap go up in the summer when demand is higher? No one is going to use 20k gallons of water in the winter. Larry noted, we are funding our water system off of our overages in the summer. If we give a bigger allocation of water in the summer, we will lose that revenue. Suzanne stated, we need to have a work session to bring everybody up to speed.

Hally stated, in water leaks it would make sense that we should at least break even. Suzanne stated our cost is $11 per 1k gallons or .11 per gallon. Nathan stated, we could include criteria in our water relief policy that the relief
should not exceed our water cost. You have been a board driven organization and he recommends that the Staff assume the responsibility to review and approve water relief applications and the Board hears appeals to those decisions.

Larry motioned to approve the Staff recommended water relief which was seconded by Scott. Support was unanimous.

Larry motioned to close the public meeting and move into closed session at 8:46pm which was seconded by Scott. Support was unanimous.

7. Closed meeting for potential litigation Per Utah Code Ann. § 52-4-205(1)(c)
   Any motion/voting will take place in open meeting after closed session

Larry motioned to move out of closed session and into open session which was seconded by . Support was unanimous.

8. Closed meeting for personnel review Per Utah Code Ann. § 52-4-205(1)(a)
   Any motion/voting will take place in open meeting after closed session.
   This closed session was not held.

9. Adjournment: Larry motioned to end open public meeting and adjourn at 9:35pm which was seconded by Hally. Support was unanimous.
SECTION 3

ADMINISTRATIVE AND FINANCIAL
Marla:
- Created and will issue the RFP for snow removal for 3 years with 2 options for renewal. Targeted review of responses will be February 14, 2020.
- Will create and issue the RFQ for road engineering services. Targeted review will be March 9.
- Worked with Tim Biel for the RFP for Silver Creek Road repair. This has been updated for comments from Summit County and has been released.
- Worked with Ben Miner to complete the RFP for the Arsenic Treatment for Greenfield Well. On the website for review by the board. Suzanne’s comments have been incorporated and it was released.
- Issued the RFP for Summit Drive Cul-de-Sac. Responses will be reviewed on January 27.
- Created and will issue the RFP for the General Manager position. This has been reviewed by Suzanne and Nathan and has been issued to the board for final review.
- Working directly with the auditors to get the bulk of the audit complete by February 14. Initial trial balance was sent to Jon Haderlie on January 17, 2020. He is traveling but has left an auditor that will be focusing on our audit. I am targeting the audit completion for February 13. Most of the field work is done. The auditors are waiting upon the bank confirmations from Wells Fargo. Also waiting on the TC-750 from Summit County. The treasurer informed us that she won’t do the report until the end of March.
- Filed the semi-annual 12/31/2019 Money Management Report with the State.
- Filed the 1099 report with the IRS and issued the 1099 Misc.
- Filed the Transparency report with the state for the last quarter of 2019.
- Filed the payroll Transparency report with the state by January 31, 2020.
- Filed the annual DNR culinary report with Chris’ help.
- Filed the concurrency report with the County by February 12, 2020 with Chris’ help.
- Will write to Jeff Jonas letting him know that he has until February 28 to resolve any complaints with the County. He communicated that he will be reviewing Tom Fisher’s letter with Margaret Olson, County Attorney. I highly doubt she will disagree with Dave Thomas’ opinion.
- Communicated with Howard Phillips about the RFP for a cul-de-sac at the end of Summit Drive.
- Worked with the surveyor for lot 191 to get an accurate survey of the platted road. He is working directly with Chris.
- Informed Summit County IT of the changes within the board composition and requested that the website be updated.
- Created the RFP for the culvert work on the trails.
- Worked with Curt Ludvigsen on the commercial rate analysis.
- Coordinated with Ben Miner on the quarterly arsenic filing for the fourth quarter of 2019.
- Working with Rhonda Francis, Tom Fisher and Dave Thomas to get the Greenfield Well plat issue resolved. Nathan is in on the loop.
- Met with Angie to teach her the financial reporting steps.
- Will work with Bob to teach him how to enter payroll and perform reconciliations (with Angie’s help.)
Eileen:
- General correspondence which is mostly notifying residents of snow plowing violations.
- Bank deposits by filling out the deposit slip, photocopying the checks, making the deposit and sending a scanned copy of the deposit slip and checks to Angie for entering into Pelorus.
- She will prepare a calendar schedule for the office and will post the schedule and supply it to the board. **She will be on vacation President’s week, thus there will be no coverage at the office.**
- She will get the mail, sort it and open it. Deposits were addressed above. Invoices will be reviewed with Chris then scanned and sent to Angie for payment. Angie will deliver the checks to the office and match the checks to the invoices for approval and signing by the designated Board members.
- She will continue to support the board in her usual manner.

Chris:
- Chris will assume the oversight of the quarterly water filings as detailed on the “Critical Date” listing, attached.
- Chris will prepare staff reports pertaining to all road and water activities and work with Eileen to assure that publishing deadlines are met. Adjustments have been made with his company to ensure that he can focus on this reporting.
- Chris will take the lead on the road RFPs and follow through with the contractors. He told me that he has made the necessary changes with his company to provide the level of service that the Service Area requires.
- Chris and Marla will work on a preliminary trail plan. Currently we have the following items on our list:
  - Repair of 3 culverts and trails (estimated cost of $10,000)
  - Maintenance and reapplication of crushed limestone on the Redden Road Trail
  - Ongoing fire remediation of Lewis Park
  - Trail remediation in Lewis Park

Angie:
- Will book the bank deposits.
- Will continue to upload Xpressbillpay deposits.
- Will continue to prepare the monthly invoices.
- Will continue to pay the bills on a weekly basis.
- Will prepare the monthly financial reports for the board’s review. **However, she will not have access to banking reports. She will need access granted to her on a view only basis.**

Other:
- Bank reconciliations – should be done by an independent board member. I can sit with whomever and show them how it is done.
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 3, 2020
Subject: URS and PEHP benefits

Public entities who wish to offer retirement benefits must participate in the URS program. Participation in benefits sponsored by the state, either URS or PEHP require an application and subsequent approval by the URS Board of Trustees. This is a simple process, essentially providing the organizing documents and board resolution approving the benefits with the application and questionnaire.

Benefits through a State sponsored program would have to be provided to any employee who works at 20 hours or more on a regular basis and are given vacation and sick pay. In the Service Area’s case that would include the General Manager and the Assistant Clerk.

Retirement: from LuAnn Miskin (LuAnn.Miskin@urs.org)

“Public entities are required by law to provide retirement benefits through URS if and when they offer any type of retirement benefit to employees.

To get started, I have attached a brochure titled, Is URS Right for You. It gives a brief overview of the different retirement systems available at URS. If you have any questions, please do not hesitate to contact me.

If you decide to begin the application process, fill out and sign the Qualifying Application and return it to me along with the entity’s creation documents. Eligibility to participate must be determined first and these documents aid in making that determination. Once eligibility has been determined and you decide to continue with the application process, I will send you a few more documents to review and fill out. We also will need a resolution from your governing body approving participation with URS. I have attached a sample resolution for your convenience. You can use it, modify it, or use one of your own. The resolution seems to be the most difficult to obtain due to meeting schedules. So, this is just a heads up so you have it on your radar.

I have also attached the current 2019-2020 contribution rate sheet and the Preliminary 2020-2021 contribution rate sheet. We go from July 1 to June 30. You will want to look at the Public Employees Noncontributory Retirement System section, the 15 - Local Government line. The contribution rate is a percentage of salary that is paid to URS every pay period. This sheet can be a little confusing. I am happy to walk you through it."

For a salary of $55,000, the Service Area would be required to contribute 16.69% to URS which is $9,179.50 annually. Contributions are made to URS per pay period. The employee may elect up to a year of hire to do the Defined Benefit hybrid system or the Defined Contribution system. The contribution rates by the Service Area would be the same. In addition, a benefit would have to be offered to the Assistant Clerk who regularly works 25 hours a week at $25/hour. That would be approximately $5,424.25 annually. Contributions are remitted per pay period on the pay date.
The annual payroll budget for this scenario given the numbers above would be $87,500 in wages, $14,605 in retirement benefits and about $6,700 is statutory benefits. Workers Compensation costs are about $450 annually, for a total of $109,255 a year. Total budgeted payroll is $144,634.

Health Care:

Health care options can either be through PEHP which would require the applicant to fill out an application then priced through underwriting, or through an individual policy if just offered to the General Manager. PEHP allows the organization to determine eligibility, that is for full time employees. Thus, the Service Area can offer the plan to the General Manager only.

If through PEHP, the Service Area would be required to pay 50% of a single rate. The current range for PEHP for single coverage is from $300 to $1,000, based upon underwriting. The rest may be passed onto the employee. PEHP offers 5 traditional plans with copays as low as $250 per person to $1,200 per person. They also offer five qualified high deductible plans. The Service Area may elect to offer an HSA through PEHP if a high deductible plan is offered or through a private service.

Another option would be to offer the General Manager a flat sum of $300 a month and then that individual could obtain their own insurance. This would be an additional $3,600 a year in compensation. This approach would increase the overall annual compensation for the General Manager and Assistant Clerk to $112,855.

STAFF RECOMMENDATION:
XXX CITY CORPORATION

RESOLUTION NO. XXXX.XX

A RESOLUTION REQUESTING ADMISSION TO THE PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

WHEREAS, XXXX City Corporation is authorized to employ personnel on a full-time basis; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the personnel by the City; and

WHEREAS, it is the intent of the City Council to approve and authorize coverage under Public Employees’ Retirement Systems for XXXX City personnel.

NOW THEREFORE, be it resolved by the City Council of XXXX City, Utah that the City Administrator and Mayor are authorized to undertake all of the necessary actions to enroll the City in the benefit programs of the Public Employees’ Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

ADOPTED by the City Council of XXXX City, Utah, this XX day of XXXX, 2009.

XXX CITY CORPORATION

VOTING:

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Xxxx Xxxx, Mayor

ATTEST:

Xxxx Xxxx, Recorder

SEAL
# Utah Retirement Systems

## Final Condensed Retirement Contribution Rate Guide

**Fiscal Year July 1, 2019 - June 30, 2020**

<table>
<thead>
<tr>
<th>Tier 1 DB System</th>
<th>Tier 1 Post Retired</th>
<th>Tier 2 - DB Hybrid System</th>
<th>Tier 2 - DC Plan</th>
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<tbody>
<tr>
<td><strong>Contribution Reporting Fields</strong></td>
<td><strong>Post Retired Employment after 6/30/2010 - NO 401(k)</strong></td>
<td><strong>Post Retired Employment before 7/1/2010 Amortization of UAAL</strong></td>
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<td><strong>Contributory Retirement System</strong></td>
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* Does not include the required 1.5% 401(k) contribution.

** Unfunded Actuarial Accrued Liability

1 Public School Districts and Charter School rates are effective September 1, 2019 - August 31, 2020
# Preliminary Condensed Retirement Contribution Rate Guide

**Fiscal Year July 1, 2020 - June 30, 2021**

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### Public Employees

#### Contributory Retirement System

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#### Noncontributory Retirement System

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### Public Safety

#### Contributory Retirement System

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### Public Safety Noncontributory Retirement System

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### Judges' Retirement System

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<th>Judges' Noncontributory</th>
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**Notes:**

- Does not include the required 1.5% 401(k) contribution.
- Unfunded Actuarial Accrued Liability
- Public School Districts and Charter School rates are effective September 1, 2020 - August 31, 2021
1) This application is designed to determine the eligibility of an agency or other entity, referred to hereafter as Entity, regarding coverage by Utah Retirement Systems (URS) and to apply for participation with URS.

2) If you are not applying for participation at this time, please use the Eligibility Questionnaire.

3) Please answer all of the following questions in detail.

4) If the question is not applicable to your Entity, indicate with "not applicable."

**EMPLOYER INFORMATION**

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Email address</th>
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<tr>
<th>Employer Representative Name</th>
<th>Title</th>
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Desired Effective Date ofCoverage Upon Approval (mm/dd/yyyy)

Contributions are required back to date of Coverage. Interest is charged on contributions more than 60 days old (Date entered should coincide with the first day of a valid pay period).

1. Was the Entity created and/or maintained pursuant to specific statutory authorization?
   - [ ] Yes
   - [ ] No

2. Does the Entity have taxing authority?
   - [ ] Yes
   - [ ] No

3. Can the Entity exercise the power of eminent domain?
   - [ ] Yes
   - [ ] No

4. Does the Entity have police powers?
   - [ ] Yes
   - [ ] No

5. Is the Entity's budget subject to governmental review and approval?
   - [ ] Yes
   - [ ] No
6. Are the Entity's financial records subject to periodic audit by the State Auditor?
   □ Yes □ No
   If yes, please explain. ____________________________________________

7. Are the Entity's employment decisions reviewed by a governmental body?
   □ Yes □ No
   If yes, please explain. ____________________________________________

8. Does the Entity provide payroll, policy and HR functions under its own Tax ID Number?
   □ Yes □ No
   If no, please explain. ____________________________________________

9. Who has the authority to make executive decisions for the Entity?
    How are these positions filled? (i.e. elected, appointed by elected officials, etc.)
    ____________________________________________

10. Does the Entity have the authority to adopt administrative rules that preempt other law?
    □ Yes □ No
    If yes, please explain. ____________________________________________

11. Does the Entity hold unit hearings with respect to services offered?
    □ Yes □ No
    If yes, please explain. ____________________________________________

Page 2 of 4
12. Are the Entity’s records subject to public disclosure (Governmental Records Access and Management Act, etc.)?  
☐ Yes  ☐ No  
If yes, please explain. ____________________________________________________________

13. Is the Entity non-profit?  
☐ Yes  ☐ No  
If yes, please explain. ____________________________________________________________

14. Is the Entity tax exempt?  
☐ Yes  ☐ No  
If yes, please provide tax exempt number. ____________________________________________

15. Does the Entity receive governmental/taxpayer funds or subsidies?  
☐ Yes  ☐ No  
If so, from what governmental source and in what amounts? ____________________________

16. Does the Entity have daily or periodic governmental supervision?  
☐ Yes  ☐ No  
If yes, please explain. ____________________________________________________________

17. Can the Entity enter into contracts or incur indebtedness without the approval of a governmental body?  
☐ Yes  ☐ No  
If yes, please explain. ____________________________________________________________

18. Does the Entity currently provide any retirement benefits?  
☐ Yes  ☐ No  
If yes, please describe. ____________________________________________________________
By signing this form, I hereby apply for participation in URS on behalf of the Entity. I certify that:

a. I have the power and authority to sign and apply on behalf of the Entity;

b. The information I have provided on this form is true, complete, and correct;

c. Subject to approval of this application, I understand and agree on behalf of the Entity to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;

d. I understand and agree that an election to participate is irrevocable, and once admitted, the Entity will not be eligible to withdraw;

e. I understand and agree that once admitted, the Entity will be required to cover ALL qualifying employees under Title 49;

f. I understand and agree that contribution rates are subject to change each year to maintain the Plans on a financially and actuarially sound basis, and the Entity will be required to pay the certified contribution rates at the end of each pay period;

g. I understand and agree that failure to provide correct and complete information on this form, or to comply with any of the obligations and responsibilities under Title 49, including the payment of contributions, proper reporting, and other requirements, could result in limitation or termination of the Entity's participation with URS and/or liability for past contributions, incorrectly paid benefits, interest, and penalties;

h. I understand and agree that the terms and conditions of participation with URS are set by statute and administrative rule and are subject to change by the Utah Legislature or URS, respectively, at any time; and

i. I understand and agree that it is the Entity's responsibility to know and comply with its rights, responsibilities, and obligations under Title 49.

I have attached the following documentation: □ Bylaws  □ Articles of Incorporation  □ Resolution

□ Other Creation Documents

SIGNATURE
This form was completed by:

__________________________________________
Name of Person Submitting

__________________________________________
Title

__________________________________________
Mailing Address

__________________________________________
Telephone Number

__________________________________________
Signature

__________________________________________
Date
For more information about Utah Retirement Systems, visit www.urs.org or call our office.

Utah Retirement Systems
540 East 200 South
Salt Lake City, UT 84102-2021
801-366-7302
800-753-7302
Fax: 801-328-7302

www.urs.org
Utah Retirement Systems (URS), a component unit of the State of Utah, is responsible for administering retirement and defined contribution benefits for State, local government, and public education employees in the State of Utah. URS is composed of six defined benefit pension systems and four defined contribution plans.

The retirement plans and systems described in this brochure are structured to provide retirement income for covered employees who have chosen a career in public service. These plans are qualified tax-deferred plans under Internal Revenue Code Section 401(a). Laws governing URS are set forth in Utah Code Title 49.

The following information may be helpful in determining whether membership in URS would be beneficial.

An employer who joins URS must cover all eligible employees, contribute the required contributions, and agree to permanent membership. Withdrawal from the systems is not permitted by statute. The URS Board sets contribution rates for each retirement system based on annual actuarial data. The employers’ contribution rates are posted at www.urs.org; click on Employers, then on Contribution Rates. The tables include separate Tier 1 and Tier 2 rates and a summary of both. (See illustration above.)

URS offers two tiers of coverage depending on whether or not the employee has prior eligible service with a URS participating employer. Employers joining URS after June 30, 2011, should become familiar with both Tier 1 and Tier 2 benefit structures.

The Tier 2 plans require employers to pay a fixed contribution percentage to fund the employee benefits, plus an additional percentage to pay the unfunded liability of the Tier 1 system. Employees hired by their first URS participating employer on or after July 1, 2011, can only participate in Tier 2 plans. Tier 1 retirement systems are defined benefit (pension) plans that cover employees who have any eligible URS service prior to July 1, 2011.
Tier 2 employees must make an election to participate in either the Hybrid Retirement System or the Defined Contribution Plan within their first year of employment. The election is irrevocable and transfers with them to future participating employers. If no election is made, they are automatically enrolled as members of the Tier 2 Hybrid Retirement System.

Tier 1 systems require employers to pay a contribution percentage based on the defined benefit plan's actuarial liability. Schools must make an additional minimum 1.5% non-elective contribution to a qualified 401(k) plan for employees. Employers may contribute an additional percentage to a defined contribution plan sponsored by the URS Board, including the 401(k) and 457 Plans.

Charter schools must declare their intentions for participation at the time they are established. Charter schools that exempt from defined benefit coverage in their declaration may participate in the URS Savings Plans only. (See page 10 for information on available plans.)

Title 49 permits a limited number of Tier 1 individuals in certain appointed or administrative positions to exempt from retirement coverage. Employees who exempt do not accrue service credit towards a retirement benefit. Employers do not pay retirement contributions for these employees and any defined contribution payments by the employer are optional.
other public or private system, organization, or company designated by the Board of Regents. Employees with prior URS participation may choose to continue that coverage regardless of their current employment classification.

Temporary and seasonal employees are not covered by URS when the employment is scheduled to be completed in six months or less.

**Benefits normally provided and paid for by an employer include, but are not limited to:**

- Sick leave
- Annual leave
- Vacation leave
- Personal time off
- Health insurance
- Life insurance
- Dental insurance
- Accidental death and dismemberment insurance
- Short-term disability insurance (not worker's compensation)
- Long-term disability
- Holiday leave.

**Benefits do not include:**

- Social Security
- Worker's compensation insurance
- Unemployment insurance
- Medicare, or
- Other, similar payments.

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**Public Safety Retirement Systems**

**Employees qualify for membership**

in a public safety retirement system if their employment normally requires an average of 2,080 hours of regularly scheduled employment per year in a recognized public safety department, in one of the following positions approved by Utah Code:

- law enforcement officer;
- correctional officer;
- special function officer, if approved by the Council on Peace Officer Standards and Training;
- full-time member of the Board of Pardons and Parole;

**and** in the course of employment, their lives or personal safety are at risk.

Employees must complete Peace Officer Standards and Training (POST). A POST certificate must be filed with our office for anyone certified eligible.

Participating employers must submit all public safety position descriptions for approval by our office.

**Disability Benefits**

Employers must provide public safety employees with long-term disability (LTD) insurance offered by Public Employees’ Health Program (PEHP) or a substantially similar LTD program.
Firefighters' Retirement Systems

Employees qualify for membership if their employment normally requires an average of 2,080 hours of regularly scheduled employment per year in a constituted fire department. They must be trained in firefighter techniques and be assigned to a position of hazardous duty. Volunteer firefighters do not contribute to this system and are not eligible for service retirement benefits.

Disability Benefits

Employers must provide full-time firefighters with long-term disability (LTD) insurance offered by Public Employees' Health Program (PEHP) or a substantially similar LTD program.

Tier 2 Hybrid Retirement Systems

The Tier 2 Hybrid Retirement Systems cover eligible employees having an initial hire date on or after July 1, 2011. They combine a pension with a 401(k) savings plan benefit. Employers contribute a set percentage of their employees' compensation divided between both plans. Public employees may retire with 35 or more credited years at any age. Public safety and firefighters may retire at any age with 25 or more years of service credit. Covered employees are eligible for a pension when they have at least 4 years of service credit at age 65, but with an actuarial reduction if they choose to retire at an earlier age without full service year requirements. Monthly retirement benefits are determined by age, years of actual service credit, final average monthly salary, and a benefit formula associated with the system in which they participate.

If the pension contribution rate ever exceeds the statutory limit for employers, employees must pay the additional amount through payroll deduction.

Both employers and employees may contribute additional amounts to a URS savings plan.

Tier 2 Defined Contribution Plans

Tier 2 Defined Contribution Plans coexist with the Tier 2 Hybrid Retirement Systems and cover eligible employees having an initial hire date on or after July 1, 2011. Under these plans employees forego a guaranteed lifetime monthly benefit in place of a more variable retirement income, based on individual investment performance and personal withdrawals. Employees receive deposits to a 401(k) plan in an amount equal to 10% of Public Employees' compensation and 12% of Public Safety and Firefighters' compensation. These plans provide portability among other URS employers and, when funds are vested, to private sector employers as well.

Employees receive no COLA benefit on their
retirement income. They may withdraw vested 401(k) funds anytime following separation from all URS employment, but the withdrawn funds may be subject to IRS penalties. Contributions in these plans are vested after four years or are forfeited if employees do not meet vesting requirements within 10 years.

Tier 1 Retirement Systems

The Tier 1 retirement systems cover employees with eligible URS service prior to July 1, 2011. Public employees may retire with 30 or more years at any age. Public Safety and Firefighters may retire at any age with 20 or more years of service credit. Employees are eligible for a pension when they have at least 4 years of service credit at age 65, with an actuarial reduction if they choose to retire at an earlier age. Monthly retirement benefits are determined by age, years of actual service credit, final average monthly salary, and a benefit formula associated with the system in which they participate.

Tier 1 Public Safety and Firefighter retirement systems consist of two divisions. Division A is for participating employers who provide on-the-job Social Security coverage for their employees. Division B is for participating employers who do not provide on-the-job Social Security coverage for their employees.

Firefighters who become disabled and meet certain qualifications may be eligible for a monthly retirement benefit or a refund of member contributions.

Savings Plans

URS offers four retirement savings plans: 401(k), 457, Roth IRAs and traditional IRAs.

The URS 401(k) Plan is established under Section 401(k) of the Internal Revenue Code (IRC) and is a tax-deferred savings plan. This plan accepts deferrals from employees and employer contributions on behalf of their employees. Employer non-elective and matching contributions to the 401(k) plan are not subject to Social Security or Medicare taxation in the period contributed to the plan.

The URS 457 Plan is established under Section 457(b) of the Internal Revenue Code (IRC) and is a tax-deferred savings plan. This plan accepts deferrals from employees and employer contributions on behalf of their employees. Employer non-elective and matching contributions to the 457 plan are not subject to Social Security or Medicare taxation in the period contributed to the plan.

The URS Roth IRA is an individual retirement account under Section 408 of the IRC. It is a savings plan designed to provide tax-free retirement income for participants and their beneficiaries. Funded solely by members from after-tax income, IRS regulations do not allow employers to contribute.

The URS Traditional IRA is an individual retirement account under Section 408 of the IRC. The URS Traditional IRA may allow members to deduct all or part of their contributions for income tax purposes while deferring any taxes on investment earnings. It is funded solely by members. IRS regulations do not allow employers to contribute.
STAFF REPORT

From: Marla Howard
Date: February 4, 2020
Subject: Lease Renewal

STAFF REPORT

The lease was originally negotiated in 2018 with five one-year renewals at the same rate. I have notified Travis that we intend to extend and will officially notify him once the board approves the extension.

STAFF RECOMMENDATION:

Renew the lease.
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 4, 2020
Subject: Audit update

STAFF REPORT

I have been working diligently with a staff auditor with Larson & Co. We are through the field work.

Jon Haderlie has been out of town doing and audit with a return date of February 8th. We are missing the TC 750 which is a report prepared by the county Treasurer that is filed with the State of Utah regarding the taxes assessed and received. (Last year’s copy is attached.)

In speaking with Corrie Forsling, Treasurer, she won’t be doing this report until March due to some logistical issues on processing all of the taxing entities at once. From Corrie:

“I think I would suggest that the expectations are changed. I don’t have any other taxing entity or outside auditor asking for a TC-750 at this point. None of the county treasurers have completed their 750s yet, so I think it’s a misunderstanding on the part of the auditor. I did provide a confirmation of all of the taxes that were distributed last year. Can they find a way to make it work? The 750 is a huge annual project, and I cannot generate the report until all taxing entities are submitted—which is about 6 weeks away. I’m sorry, I try to be helpful but this one’s just not something I’m able to do.”

Jon could have the rest of the audit ready for presentation to the board on March 9, except for this issue. He will do research to see if he can, based upon the confirmation that Corrie sent, if he can issue the audit without the TC-750.

I could manage this remotely if necessary since this is the only item that is remaining.

STAFF RECOMMENDATION:
## Summit County Service Area #3
### 1-31-2020

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Original Budget</th>
<th>Amount of Budget Remaining</th>
<th>Change Over Prior Year</th>
</tr>
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<tbody>
<tr>
<td><strong>Change In Net Position</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Revenue:</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Taxes:</td>
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<td></td>
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<tr>
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<td>430,817.00</td>
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<tr>
<td>3120 Property taxes - prior years</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3170 Fee in lieu of property tax</td>
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<td>-</td>
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<tr>
<td><strong>Total Taxes</strong></td>
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<td>430,817.00</td>
<td>430,817.00</td>
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<tr>
<td><strong>Intergovernmental revenue</strong></td>
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<td></td>
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</tr>
<tr>
<td>3356 Class B road allotment</td>
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<td>110,000.00</td>
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<td><strong>Total Intergovernmental revenue</strong></td>
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<td>110,000.00</td>
<td>110,000.00</td>
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<tr>
<td><strong>Charges for services</strong></td>
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<td></td>
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<td>3430 Construction service fees</td>
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<td>3,000.00</td>
<td>1,500.00</td>
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<tr>
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<td>7,017.50</td>
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<td><strong>Total Interest</strong></td>
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<td>11,022.93</td>
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<tr>
<td><strong>Total Revenue:</strong></td>
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<td>560,357.43</td>
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<td>75.00</td>
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<td>222.30</td>
<td>700.00</td>
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<td>1,000.00</td>
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<td>200.00</td>
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<td>4250 Snow removal</td>
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<td>2,010.00</td>
<td>80,000.00</td>
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<tr>
<td>4252 Trail Maintenance</td>
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<td>20,000.00</td>
<td>20,000.00</td>
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<tr>
<td>4270 Utilities</td>
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<td>64.33</td>
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<td>246.87</td>
<td>15,000.00</td>
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<td>337.50</td>
<td>20,000.00</td>
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<tr>
<td>4332 Engineering fees</td>
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<td>15,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>4333 Road manager fees</td>
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<td>13,000.00</td>
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<td>72,317.00</td>
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<td>4,500.00</td>
<td>4,500.00</td>
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<td>4740 Capital Outlay</td>
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<td>120,000.00</td>
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<tr>
<td>4850 Rent</td>
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<td>550.00</td>
<td>7,500.00</td>
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<tr>
<td>4941 Transfers to Capital Projects</td>
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<td>97,225.00</td>
<td>97,225.00</td>
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<td><strong>Total Expenditures</strong></td>
<td>51,462.61</td>
<td>564,017.00</td>
<td>512,554.39</td>
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</table>

### Total Change In Net Position

{(47,803.04) - 47,803.04} = 47,803.04 - 47,803.04 = 4,377.61
## Summit County Service Area #3
### 1-31-2020

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Current YTD</th>
<th>Original Budget</th>
<th>Amount of Budget Remaining</th>
<th>Prior YTD</th>
<th>Change Over Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income or Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Income From Operations:</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income</td>
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<tr>
<td>5110 Water standby fees</td>
<td>5110</td>
<td>-</td>
<td>8,300.00</td>
<td>8,300.00</td>
<td>1,656.00</td>
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<tr>
<td>5111 Well standby fees</td>
<td>5111</td>
<td>-</td>
<td>11,600.00</td>
<td>11,600.00</td>
<td>-</td>
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<td>5140 Water service fees</td>
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<td>-</td>
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<td>12,000.00</td>
<td>576.00</td>
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<td>5310 Connection fees</td>
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<td>-</td>
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<td>5490 Other operating income</td>
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<td>391.53</td>
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<td>5510 Water Rights Transfer Fee</td>
<td>5510</td>
<td>300.00</td>
<td>-</td>
<td>(300.00)</td>
<td>-</td>
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<tr>
<td><strong>Total Operating income</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Operating expense | | | | | |
| 6211 Public notices | 6211 | 92.70 | 600.00 | 507.30 | - | 92.70 |
| 6212 Association and subscriptions | 6212 | - | 2,600.00 | 2,600.00 | - | - |
| 6215 Bank fees | 6215 | - | 1,500.00 | 1,500.00 | 195.35 | (195.35) |
| 6240 Office supplies and expenses | 6240 | 190.51 | 7,500.00 | 7,309.49 | (25.70) | 216.21 |
| 6241 Newsletter | 6241 | - | 1,000.00 | 1,000.00 | - | - |
| 6242 Board meetings | 6242 | - | 300.00 | 300.00 | - | - |
| 6243 Postage | 6243 | 152.00 | - | (152.00) | - | 162.00 |
| 6250 Repairs and maintenance | 6250 | - | 25,000.00 | 25,000.00 | - | - |
| 6253 Water tests | 6253 | 68.00 | 2,000.00 | 1,932.00 | 20.00 | 48.00 |
| 6254 Water rights assessments | 6254 | - | 5,000.00 | 5,000.00 | - | - |
| 6270 Utilities | 6270 | 1,134.92 | 17,000.00 | 15,865.08 | 465.41 | 669.51 |
| 6331 Legal fees | 6331 | 1,735.00 | 30,000.00 | 28,265.00 | - | 1,735.00 |
| 6332 Water operator services | 6332 | 927.50 | 15,000.00 | 14,072.50 | - | 927.50 |
| 6333 Professional fees | 6333 | 246.88 | 10,000.00 | 9,753.12 | - | 246.88 |
| 6334 Engineering fees | 6334 | - | 20,000.00 | 20,000.00 | - | - |
| 6334.1 HAL - Arsenic Study | 6334.1 | - | 15,000.00 | 15,000.00 | - | - |
| 6334.2 HAL Fire flow | 6334.2 | - | 15,000.00 | 15,000.00 | - | - |
| 6380 Meter relocation and replacement | 6380 | - | - | - | 172.99 | (172.99) |
| 6400 Payroll | 6400 | 4,467.24 | 72,317.00 | 67,849.76 | 6,892.11 | (2,424.87) |
| 6510 Insurance & bonds | 6510 | 5,000.01 | 5,000.00 | (0.01) | - | 5,000.01 |
| 6520 Depreciation expense | 6520 | - | 65,500.00 | 65,500.00 | 5,444.16 | (5,444.16) |
| 6600 Rent | 6600 | 550.00 | 7,600.00 | 7,050.00 | 550.00 | - |
| 6800 Training | 6800 | - | 1,000.00 | 1,000.00 | - | - |
| **Total Operating expense** | | | | | | 14,574.76 | 318,917.00 | 304,342.24 | 13,714.32 | 860.44 |

| Total Income From Operations: | | | | | |
| (7,722.85) | (44,852.00) | (37,129.15) | 942.69 | (8,665.54) |

| Non-Operating Items: | | | | | |
| Non-operating income | | | | | |
| 5610 Interest income | 5610 | 514.19 | 5,000.00 | 4,485.81 | 1,810.36 | (1,296.17) |
| **Total Non-operating income** | | | | | | 514.19 | 5,000.00 | 4,485.81 | 1,810.36 | (1,296.17) |

| Non-operating expense | | | | | |
| 6901 Interest expense | 6901 | 3,126.49 | 3,200.00 | 73.51 | 3,211.00 | (84.51) |
| **Total Non-operating expense** | | | | | | 3,126.49 | 3,200.00 | 73.51 | 3,211.00 | (84.51) |

| Total Non-Operating Items: | | | | | |
| (2,612.30) | 1,800.00 | 4,412.30 | (1,400.64) | (1,211.66) |

| Total Income or Expense | | | | | |
| (10,335.15) | (43,052.00) | (32,716.85) | (457.95) | (9,877.20) |
### Summit County Service Area #3

**1-31-2020**

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Current YTD</th>
<th>Original Budget</th>
<th>Amount of Budget Remaining</th>
<th>Prior YTD</th>
<th>Change Over Prior Year</th>
</tr>
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<tr>
<td>4400</td>
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<td>75,000.00</td>
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<td>(6,941.88)</td>
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<td>75,000.00</td>
<td>75,000.00</td>
<td>6,941.88</td>
<td>(6,941.88)</td>
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<tr>
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<td>75,000.00</td>
<td>75,000.00</td>
<td>6,941.88</td>
<td>(6,941.88)</td>
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**Change in Net Position Expenditures**

- 4400 Depn Expense

**Total Expenditures**

**Total Change In Net Position**
### Cash Summary

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<thead>
<tr>
<th>Fund</th>
<th>Institution</th>
<th>Account</th>
<th>Amount</th>
<th>2/6/2020</th>
<th>1/31/2019</th>
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<td>2029</td>
<td>90,048.88</td>
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<tr>
<td>PTIF</td>
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<td>357,580.62</td>
<td>436,149.85</td>
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<td>PTIF</td>
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<td>123,693.42</td>
<td>120,409.09</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>571,322.92</strong></td>
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<td>Water</td>
<td>Wells Fargo</td>
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<td><strong>485,163.30</strong></td>
<td><strong>827,405.67</strong></td>
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<tr>
<td>Payroll</td>
<td>Wells Fargo</td>
<td>1278</td>
<td>17,372.32</td>
<td>2,978.31</td>
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<tr>
<td>Escrow</td>
<td>Wells Fargo*</td>
<td>50,020.32</td>
<td>50,005.32</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td><strong>1,073,858.54</strong></td>
<td><strong>1,473,527.45</strong></td>
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</table>

*Escrow accounts not in grand total

### Connection/Service Summary

<table>
<thead>
<tr>
<th>Count of Homes/Lots</th>
<th>Water Rights Required</th>
<th>Assigned Water Rights</th>
<th>Overage/Shortage</th>
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<tbody>
<tr>
<td>On Culinary system</td>
<td></td>
<td></td>
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<tr>
<td>Empty lots on culinary system</td>
<td>204</td>
<td>153.00</td>
<td></td>
</tr>
<tr>
<td>Well SAR Standby to Water System</td>
<td>28</td>
<td>21.00</td>
<td></td>
</tr>
<tr>
<td>Personal wells on water line</td>
<td>31</td>
<td>23.25</td>
<td>233.25</td>
</tr>
<tr>
<td>Personal wells on SCSA#3 right</td>
<td>158</td>
<td>158.00</td>
<td>158.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>457</td>
<td>391.25</td>
<td>391.25</td>
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</table>

### Well Classifications

<table>
<thead>
<tr>
<th>Well Classifications</th>
<th>Without Meter</th>
<th>With Meter</th>
<th>With Beacon</th>
<th>Total</th>
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<tbody>
<tr>
<td>Personal wells on SCSA#3 right</td>
<td>128</td>
<td>21</td>
<td>9</td>
<td>158</td>
</tr>
<tr>
<td>Well SAR Standby to Water System</td>
<td>33</td>
<td>2</td>
<td>1</td>
<td>36</td>
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<tr>
<td>Personal WRt Well on water line</td>
<td>30</td>
<td>0</td>
<td>1</td>
<td>31</td>
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</table>

### Construction and Remodeling Summary

<table>
<thead>
<tr>
<th>Homes under Construction</th>
<th>Count</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Additions</td>
<td>0</td>
<td>25,094.04</td>
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<tr>
<td>Completions</td>
<td>8</td>
<td>3,632.47</td>
</tr>
<tr>
<td><strong>Ending Balance</strong></td>
<td>10</td>
<td>7,433.15</td>
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</table>

<table>
<thead>
<tr>
<th>Homes being Remodeled</th>
<th>Count</th>
<th>$</th>
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</thead>
<tbody>
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<td>Additions</td>
<td>2</td>
<td>44,271.66</td>
</tr>
<tr>
<td>Completions</td>
<td>2</td>
<td>44,271.66</td>
</tr>
<tr>
<td><strong>Ending Balance</strong></td>
<td>4</td>
<td>44,271.66</td>
</tr>
</tbody>
</table>

*Escrow accounts not in grand total

### Accounts Receivable Aging

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<th>Count</th>
<th>$</th>
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<tr>
<td>Over $5,000</td>
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<tr>
<td>$1,000 to $4,999</td>
<td>2</td>
</tr>
<tr>
<td>$500 to $999</td>
<td>10</td>
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<tr>
<td>$100 to $499</td>
<td>47</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>168</td>
</tr>
</tbody>
</table>

*Mostly annual assessments

*Includes culinary and standby well

*Escrow accounts not in grand total
TCB LANDSCAPING  
PO Box 982126  
PARK CITY, UT 84098 US  
tcblandscaping@msn.com

BILL TO  
Summit County Service Area  
#3_  
7215 N. Silver Creek Rd.  
Park City, UT 84098

P.O. NUMBER  
JANUARY ROAD MANAGEMENT

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/03/2019</td>
<td>ROAD MANAGER (MISSED PREVIOUSLY): CALLS, BUS STOP, EMAILS W/ ENGINEER</td>
<td>2</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>01/06/2020</td>
<td>ROAD MANAGER: STAFF MEETING, COTTONWOOD TRAIL CUP, EMAILS</td>
<td>2</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>01/07/2020</td>
<td>ROAD MANAGER: SAFETY SIGNS, TRAIL SIGNS, CALL W/ REPUBLIC</td>
<td>3</td>
<td>35.00</td>
<td>105.00</td>
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<tr>
<td>01/09/2020</td>
<td>ROAD MANAGER: MEETING W/ CONTRACTOR, MEETING AT OFFICE, EMAILS</td>
<td>3</td>
<td>35.00</td>
<td>105.00</td>
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<tr>
<td>01/15/2020</td>
<td>ROAD MANAGER: SNOW WOLFF, MEETING CONTRACTOR SUMMIT, OFFICE</td>
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<td>35.00</td>
<td>105.00</td>
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<tr>
<td>01/16/2020</td>
<td>ROAD MANAGER: MEET W/ CONTRACTOR SUMMIT CR., EMAILS, OFFICE, MEET W/ MARLA</td>
<td>4.50</td>
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<td>157.50</td>
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<tr>
<td>01/22/2020</td>
<td>ROAD MANAGER: SNOW REMOVAL / SUMMIT RFP</td>
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<td>70.00</td>
</tr>
<tr>
<td>01/23/2020</td>
<td>ROAD MANAGER: CALL &amp; EMAILS SUMMIT DR., REDDEN RD SNOW VIOLATION</td>
<td>3</td>
<td>35.00</td>
<td>105.00</td>
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<tr>
<td>01/27/2020</td>
<td>ROAD MANAGER: BOAR MEETING, DRIVE ROADS, REPUBLIC</td>
<td>3.50</td>
<td>35.00</td>
<td>122.50</td>
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<tr>
<td>01/28/2020</td>
<td>ROAD MANAGER: DRIVE ROADS AM &amp; PM, MEETING W/ PUBLIC WORKS, CALLS W/ WOLFF</td>
<td>4</td>
<td>35.00</td>
<td>140.00</td>
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<tr>
<td>01/29/2020</td>
<td>ROAD MANAGER: DOCUMENT ROADS, REPUBLIC GARBAGE, OFFICE</td>
<td>5</td>
<td>35.00</td>
<td>175.00</td>
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<tr>
<td>01/30/2020</td>
<td>ROAD MANAGER: FOLLOW REPUBLIC, MAKE ROADS PASSABLE</td>
<td>6</td>
<td>35.00</td>
<td>210.00</td>
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TOTAL DUE $1,435.00
## Invoice 11590

**Date:** 01/31/2020  
**Terms:** Due on receipt  

**Due Date:** 07/31/2020

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**PO Number:**  
**January Road Work**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>QTY</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/07/2020</td>
<td>Labor: Remove snow from fire hydrants, place flags, 4 @ 4.5 hrs.</td>
<td>18</td>
<td>30.00</td>
<td>540.00</td>
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<tr>
<td>01/08/2020</td>
<td>Labor: Remove snow from fire hydrants, 4 @ 3.5 hrs.</td>
<td>14</td>
<td>30.00</td>
<td>420.00</td>
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<td>01/28/2020</td>
<td>Labor: Remove snow from fire hydrants, 4 @ 5 hrs.</td>
<td>20</td>
<td>30.00</td>
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<td>01/30/2020</td>
<td>Labor: Remove snow from fire hydrants, 5 @ 3 hrs.</td>
<td>15</td>
<td>30.00</td>
<td>450.00</td>
</tr>
</tbody>
</table>

**Total Due:** $2,010.00

---

[Signature]

---

**TCB Landscaping**  
PO Box 982126  
PARK CITY, UT 84098 US  
tcblandscaping@msn.com

**Bill To:**  
Summit County Service Area  
#3_  
7215 N. Silver Creek Rd.  
Park City, UT 84098
TCB LANDSCAPING  
PO Box 982126  
PARK CITY, UT 84098 US  
tcblandscaping@msn.com

BILL TO  
Summit County Service Area  
#3  
7215 N. Silver Creek Rd.  
Park City, UT 84098

INVOICE 11581  
DATE 01/31/2020  TERMS Due on receipt  
DUE DATE 01/31/2020

P.O. NUMBER  
JANUARY WATER MANGEMENT

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/03/2019</td>
<td>WATER OPERATOR (MISSED PREVIOUSLY): KIVETTS HOME INSPECTION / WATER LEAK</td>
<td>3.50</td>
<td>35.00</td>
<td>122.50</td>
</tr>
<tr>
<td></td>
<td>/ HANSEN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/07/2020</td>
<td>WATER OPERATOR: CHEMTECH, WELL HOUSE, GREENFIELD WELL</td>
<td>2</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>01/09/2020</td>
<td>WATER OPERATOR: METER READING, BEACON, CUP DISCUSSION, EMAILS</td>
<td>3</td>
<td>35.00</td>
<td>105.00</td>
</tr>
<tr>
<td>01/15/2020</td>
<td>WATER OPERATOR: CHEMTECH FORD, WATER SAMPLES, WELL HOUSE</td>
<td>4</td>
<td>35.00</td>
<td>140.00</td>
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<tr>
<td>01/20/2020</td>
<td>WATER OPERATOR: ARSENIC TREATMENT, BEACON, WELLHOUSE, SCADA REPORTS</td>
<td>4.50</td>
<td>35.00</td>
<td>157.50</td>
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<td>01/21/2020</td>
<td>WATER OPERATOR: SYSTEM, SCADA REPORT, HYDRO SPECIALTY</td>
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<td>35.00</td>
<td>52.50</td>
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<tr>
<td>01/23/2020</td>
<td>WATER OPERATOR: BEACON, CALLS W/ OWNERS</td>
<td>2</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>01/25/2020</td>
<td>WATER OPERATOR: CALL W/ PEPTO WATER LEAK, BEACON, CALL &amp; EMAIL</td>
<td>4</td>
<td>35.00</td>
<td>140.00</td>
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<td>WATER OPERATOR: BOARD MEETING</td>
<td>2</td>
<td>35.00</td>
<td>70.00</td>
</tr>
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</table>

TOTAL DUE  $927.50
# INVOICE

WOLFF EXCAVATING, INC.
758 WEST 1500 NORTH
SALT LAKE CITY, UTAH 84116

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22/2020</td>
<td>21912-09</td>
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## Bill To
SUMMIT COUNTY SERVICE AREA #3
7215 NO SILVER CREEK ROAD
PARK CITY, UTAH 84098

## Project
SNOW REMOVAL
1/7 TT#32646 1/14 TT#32662
1/16 TT#32665 1/9 JWO#8383
1/12 JWO#8386 1/13 JWO#8389
1/14 JWO#8393 1/15 JWO#8394

<table>
<thead>
<tr>
<th>Project</th>
<th>Terms</th>
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<tbody>
<tr>
<td>21912</td>
<td>Net 30</td>
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## Quantity | UNIT | Description                        | Rate  | Amount   |
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<tbody>
<tr>
<td>48</td>
<td>hrs</td>
<td>14G CAT GRADER</td>
<td>190.00</td>
<td>9,120.00</td>
</tr>
<tr>
<td>60.5</td>
<td>hrs</td>
<td>CHAMPION GRADER</td>
<td>180.00</td>
<td>10,890.00</td>
</tr>
<tr>
<td>5</td>
<td>hrs</td>
<td>580 CASE BACKHOE</td>
<td>140.00</td>
<td>700.00</td>
</tr>
<tr>
<td>27.5</td>
<td>hrs</td>
<td>PLOW TRUCK w/SANDER-W11</td>
<td>85.00</td>
<td>2,337.50</td>
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<tr>
<td>57.5</td>
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<td>PLOW TRUCK w/SANDER-W10</td>
<td>85.00</td>
<td>4,887.50</td>
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<td>9.75</td>
<td>hrs</td>
<td>DUMP TRUCK</td>
<td>95.00</td>
<td>926.25</td>
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<tr>
<td>60.81</td>
<td>tons</td>
<td>GRIT SAND</td>
<td>7.60</td>
<td>462.16</td>
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Continued: 1/16 JWO 8066 1/17 JWO 8068

**Total** $29,323.41

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Please remit to above address.

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
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</thead>
<tbody>
<tr>
<td>801.531.0274</td>
<td>801.531.0295</td>
</tr>
</tbody>
</table>
WOLFF EXCAVATING, INC.
758 WEST 1500 NORTH
SALT LAKE CITY, UTAH 84116
(801) 531-0274

TRUCK INVOICE #

DATE: 1-7-2020
START TIME: 2:00
JOB #: 2912
END TIME: 4:30
PO #: L37
LUNCH: 12:30

SOLD TO: G.K. Construction
BILLING ADDRESS:

MATERIAL: Grav-Yard

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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<td>103005320</td>
<td>1421</td>
</tr>
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</table>

WOLFF EXCAVATING, INC.
758 WEST 1500 NORTH
SALT LAKE CITY, UTAH 84116
(801) 531-0274

TRUCK INVOICE #

DATE: 1-11-2020
START TIME: 10:17
JOB #: 21912
END TIME: 12:00
LUNCH: 11:30

SOLD TO: G.K. Construction
BILLING ADDRESS:

MATERIAL: Grav-Yard

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<th>NET WEIGHT</th>
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<tbody>
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<td>165044148</td>
<td>530</td>
</tr>
<tr>
<td>11:12</td>
<td>164046290</td>
<td>450</td>
</tr>
<tr>
<td>11:12</td>
<td>164046300</td>
<td>450</td>
</tr>
</tbody>
</table>

PURCHASED FROM:
THEY PROVIDED:

CUSTOMER AGREES TO PAY 1.5% PER MO. (18% ANNUAL) INTEREST ON ALL AMOUNTS WHICH BECOME PAST DUE 30 DAYS OR MORE ALONG WITH ANY NECESSARY COLLECTION COSTS INCLUDING REASONABLE ATTORNEY FEES.

I hereby acknowledge the satisfactory completion of the above work.

DRIVER: [Signature]

DOT NON - DRIVE TIME:

TRUCK # 3
PUP #
PUP #
Silver Creek

Job # 21912
Plow Snow & Sand Roads
#0610 - 14 G Cat Grader - 7.0 hrs
#0605 - 720 Champion Grader - 7.0 hrs
#U10 Bobtail w/sander - 7.0 hrs
#U11 Bobtail w/sander - 4.0 hrs

Total Materials
TOTAL LABOR
TAX

Total Amount $520.00

Customer agrees to pay 15% per mo. (12% annual) interest on all amounts which become past due 30 days or more along with any necessary collection costs including reasonable attorney fees.

WOLFF EXCAVATING, INC.
758 West 1500 North
SALT LAKE CITY, UT 84116
(801) 531-0274
Fax (801) 531-0295
Job # 21912

Plow Snow at Sand Roads
#610 1/4 acre Gender - 14 hours
#2605 720 champion Gender - 14 hours
#610 Bobtail w/sander - 14 hours
#410 Bobtail w/sander - 8 hours

Silver Creek

CUSTOMER AGREES TO PAY 1.5% PER MO.
(18% ANNUAL) INTEREST ON ALL AMOUNTS WHICH BECOME DUE DUE TO 30 DAYS OR MORE FROM THE DATE OF SUCH AMOUNT WITHOUT ANY NECESSARY COLLECTION COSTS INCLUDING REASONABLE ATTORNEY FEES.

TOTAL MATERIALS

TOTAL LABOR

TOTAL TAX

TOTAL AMOUNT

Signature

Note: Total amount due is subject to change without notice.
## Job # 21912

### Widen Snow on Roads

- **#0605** 780 Champion Grader - 10.5 hrs
- **#0610** 14 G Cat Grader - 4.0 hrs
- **#2010** Bobtail w/ sand - 5.0 hrs
- **#0475** 580 Case Backhoe - 1.0 hrs

### Plow Snow & Sand Roads

- **#0610** 14 G Cat Grader - 14.5 hrs
- **#0605** 780 Champion Grader - 14.5 hrs
- **#2010** Bobtail w/ sand - 14.5 hrs
- **#2010** Bobtail w/ sand - 7.5 hrs
- **#0475** 580 Case Backhoe - 2.0 hrs

---

**Customer agrees to pay 1.5% per month on all amounts which become past due 30 days or more along with any necessary collection costs including reasonable attorney fees.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Materials</th>
<th>Total Labor</th>
<th>Tax</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

- No one named
- Total amount due for above work or
- Something to be stated after completion

---

**Customer agrees to pay 1.5% per month on all amounts which become past due 30 days or more along with any necessary collection costs including reasonable attorney fees.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Materials</th>
<th>Total Labor</th>
<th>Tax</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

- No one named
- Total amount due for above work or
- Total billing to be stated after completion
WOLFF EXCAVATING, INC.
758 WEST 1500 NORTH
SALT LAKE CITY, UTAH 84116

INVOICE

Bill To
SUMMIT COUNTY SERVICE AREA #3
7215 NO SILVER CREEK ROAD
PARK CITY, UTAH 84098

Project
SNOW REMOVAL
1/20 TTR2191 1/22 JWO 8094
1/24 JWO 8096 1/27 JWO 8097
1/28 JWO 8099

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UNIT</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>hrs</td>
<td>14G CAT GRADER</td>
<td>190.00</td>
<td>570.00</td>
</tr>
<tr>
<td>4</td>
<td>hrs</td>
<td>KAWASAKI LOADER</td>
<td>180.00</td>
<td>720.00</td>
</tr>
<tr>
<td>12.5</td>
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<td>PLOW TRUCK w/SANDER-W11</td>
<td>85.00</td>
<td>1,062.50</td>
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<tr>
<td>19.5</td>
<td>hrs</td>
<td>PLOW TRUCK w/SANDER-W10</td>
<td>85.00</td>
<td>1,657.50</td>
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<tr>
<td>5</td>
<td>hrs</td>
<td>DUMP TRUCK</td>
<td>95.00</td>
<td>475.00</td>
</tr>
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<td>30.97</td>
<td>tons</td>
<td>GRIT SAND</td>
<td>7.60</td>
<td>235.37</td>
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</tbody>
</table>

Total $4,720.37

Phone # | Fax #
801.531.0274 | 801.531.0295

Please remit to above address.
<table>
<thead>
<tr>
<th>LOAD TIME</th>
<th>TICKET #</th>
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<th>LOAD TIME</th>
<th>TICKET #</th>
<th>NET WEIGHT</th>
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<td>105006715</td>
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CUSTOMER AGREES TO PAY 1.5% PER MO (18% ANNUAL) INTEREST ON ALL AMOUNTS WHICH BECOME PAST DUE 30 DAYS OR MORE ALONG WITH ANY NECESSARY COLLECTION COSTS INCLUDING REASONABLE ATTORNEY FEES

I hereby acknowledge the satisfactory completion of the above described work.

CUSTOMER SIGNATURE
### WOLFF EXCAVATING, INC.
758 West 1500 North
SALT LAKE CITY, UT 84116
(801) 531-0274
Fax (801) 531-0295

### JOB WORK ORDER
8094

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**Bill To:**

**Silver Creek**

**Address:**

**City:**

**Job Name and Location:**

**Job # 21912**

**Job Phone:**

**Description of Work:**

- W11 & W10 sanded and plowed roads in Silver Creek
- W11 - 3.5 hrs
- W10 - 4.5 hrs

---

**Customer Agrees to Pay 1.5% per mo. (18% Annual) Interest on all amounts which become past due 30 days or more along with any necessary collection costs including reasonable attorney fees.**

**Total Materials**

**Total Labor**

**TAX**

**Total Amount $**

---

**Signature:**

I hereby acknowledge the satisfactory completion of the above described work.

---

### WOLFF EXCAVATING, INC.
758 West 1500 North
SALT LAKE CITY, UT 84116
(801) 531-0274
Fax (801) 531-0295

### JOB WORK ORDER
8096

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**Bill To:**

**Silver Creek**

**Address:**

**City:**

**Job Name and Location:**

**Job # 21912**

**Job Phone:**

**Description of Work:**

- W10 pushed slash off roads 3 hrs
- W11 pushed slash off roads 3 hrs

---

**Customer Agrees to Pay 1.5% per mo. (18% Annual) Interest on all amounts which become past due 30 days or more along with any necessary collection costs including reasonable attorney fees.**

**Total Materials**

**Total Labor**

**TAX**

**Total Amount $**

---

**Signature:**

I hereby acknowledge the satisfactory completion of the above described work.
# Job Work Order

## Wolff Excavating, Inc.

**Address:** 758 West 1500 North, Salt Lake City, UT 84116  
**Phone:** (801) 531-0274  
**Fax:** (801) 531-0295

## Customer Details

- **Order No:** 8097  
- **Starting Date:** 1/27/20

## Bill To

- **Address:**  
- **City:**

## Job Name and Location

- **Silver Creek**

## Description of Work

- W11 and W10 scraped and plowed roads in Silver creek  
- W11-6 hrs, W10-6 hrs  
- 146 blades widened roads and cut six off Toll gate  
- 146-3 hrs

## Customer Agreement

**Signature:**

I hereby acknowledge the satisfactory completion of the above described work.

---

## Total Materials

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## Total Amount

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## Additional Notes

- W10 plowed and seeded for garbage trucks 3 hrs
- Kawasaki Loader widened the end of Westwood 3 hrs
- W1C plowed & sand 3 hrs Western
- Kawasaki widened road 100 ft

**Signature:**

I hereby acknowledge the satisfactory completion of the above described work.
SECTION 4

ROADS AND TRAILS
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 4, 2020
Subject: Engineer RFQ update

STAFF REPORT

The Road Engineer RFQ has been advertised on Utah Public Notice Website, SCSA3.org and in the Park Record. I sent it directly to Tim Biel, PEPG; Joe Santos, EPIC; and Gary Horton. All three indicated that they will submit.

The deadline for response is February 28. Attached is the publication for the paper.

STAFF RECOMMENDATION:

None.
NOTICE TO ENGINEERING FIRMS

SUMMIT COUNTY SERVICE AREA #3 ("SCSA#3") is soliciting priced proposals from qualified road engineering consulting firms to provide Professional Support Services to the Service Area.

PROJECT: The scope of work is to apply pertinent AASHTO, UDOT, and Summit County standards applicable to a given capital road projects, road maintenance activities, and traffic control activities. This RFQ does not include project specific engineering studies or designs. Project specific engineering studies and designs will be separately bid as individual projects. The complete RFQ can be found at www.scsa3.org.

Proposals shall address applicant technical qualifications, applicable previous experience, especially working in Summit County, Utah, and a cost breakdown. It is expected that costs will include a fixed price baseline cost and T&M beyond baseline activities and should be for a 3 yr time period. Proposals will be evaluated equally on the basis of cost, experience, and qualifications. SCSA#3 reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for Professional Support Services does not obligate SCSA#3 to pay any costs incurred by respondents in the preparation and submission of a Proposal. This solicitation does not obligate SCSA#3 to accept or contract for any expressed or implied services. Furthermore, SCSA#3 reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a contract within thirty (30) days after the award of the proposal.

CONTACT: Chris Bullock, (435) 731-0107 or chris@scsa3.org

PROPOSAL DEADLINE: Thursday, February 28, 2020 at 5:00 p.m.

SUBMISSION CONTACT: Chris Bullock at chris@scsa3.org, or mail or hand deliver to SCSA#3 at 629 E. Parkway Drive, Park City, UT 84098.
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 7, 2020
Subject: Summit Drive Cul-de-Sac

STAFF REPORT

Greg Ferrari was contacted to survey the road to the end of the platted area. He was unable to find sufficient landmarks to give us an effective survey.

We contacted Shane Johanson who did the survey for the builder on lot 192. He remembers the area and will do the survey for us. He gave us the attached picture for an approximate idea where the platted road is. He also will do a survey for the best location for a cul-de-sac given the existing terrain and the primary function for fire fighting capabilities.

The homeowners of lot 191 firmly believe that the pave “driveway” is fully on their property. As we proceed, they need to be given a copy of the survey to help them understand the impact on the driveway and the access that they will continue to have.

There is an email chain from the lot 191 attached for review and discussion.

STAFF RECOMMENDATION:

Proceed with the cul-de-sac.
If you have any questions or concerns, please feel free to contact us.

Shane Johanson, P.L.S. 1-801-815-2541
sjohansoneng@gmail.com
Nathan Bseiso, O.S.P.III 1-801-860-8240
nate@johansonsurveying.com

Work can begin immediately once approval is given. We are approximately three weeks until completion subject to holidays and weather. If you have any question or concerns, please feel free to contact us.

I hereby authorized Johanson Surveying to proceed with the above described work. Payment of said services is due at the time of completion of work. If conflicting information is recovered during the survey and or engineering additional charges may be required to solve said issues. Any additional charges will have written approval from client before work is continued. If agreements between adjacent parties cannot be meet, or boundary issues cannot be resolved, setting corners, plat filing, and finalizing of the boundary may be deemed unfeasible, all current billings will be due & collected at that time. Any liabilities that are incurred are hereby limited to the cost of this contract. By signing this contract Johanson Surveying is only liable for the total amount said paid on this contract.

______________________________
Signature

ATTACHMENT
From: Nathan Bracken
Sent: Thursday, February 6, 2020 9:44 PM
To: Board of Trustees; Marla Howard; 'Chris Bullock'
Subject: FW: Summit Drive ROW - source of data?

All:

I am legitimately puzzled by Howard’s email below. The document he attached only reaffirms what I said in my prior email. It includes the dedicated ROW extending along the full-length of the his property even refers to the original plat for Unit C. It also doesn’t apply to Lot 190, which is part of Unit B, so I don’t understand his comment about there not being an interior right-of-way. Some of the confusion may be due to the language in the Unit B plat, which states that Silver Creek road has a 50’ right-of-way and all interior roads (i.e., all other roads) are only 25’ feet.

He also doesn’t seem to understand that a road, once dedicated, exists regardless of whether it was actually built or not. It’s what’s platted and recorded that matters. The fact that it was only a trail when they bought their property is irrelevant. That’s why I attached the statutes.

I’m happy to meet with him as requested but I would appreciate some guidance from you on how much time I should spend on this.

Thanks,

Nathan

From: Howard Phillips <thehowardphillips@gmail.com>
Sent: Thursday, February 6, 2020 5:10 PM
To: Nathan Bracken <nbracken@shutahlaw>
Cc: Chris@scca3.org; suzanne@scca3.org; vince@scca3.org; Larry@scca3.org; Hally Hanssen <hally@scca3.org>; Scott Sharp <scott@scca3.org>; Dinah Clissold <dinah@scca3.org>; anni@tommpcpee.com
Subject: Re: Summit Drive ROW - source of data?

Hi Nathan

Thank you for your prompt response and the documents you forwarded.

According to Summit County Recorder / Surveyor Rhonda Francis there exists no county-recorded “interior roadway” on lot SL-C-190. None of the documents you forwarded in your email serve to substantiate your contention regarding lot SL-C-190 that "Here, Summit Drive is an interior roadway and is therefore subject to that requirement."

Per lot SL-C-190 survey recorded 9-18-63 (attached record# "S-1463"), Summit Drive is platted to continue within a ROW 25’ on each side of the North property line of SL-C-190 until it reaches Lewis Park.
Historically, Summit Drive terminates less than 10" from the east end of lot SL-C-190. When my wife and I purchased the property 10 years ago there was nothing but a single-track horse and foot path that continued from that point west into the park. This fact is well known by residents of upper Silver Creek who ride horses or hike into Lewis Park up here.

If you have recorded legal documentation that suggests the horse/foot path is an "interior roadway", please provide that to us.

Nathan, might I suggest a simple neighborly face-to-face discussion of the above between you, me, any interested SCSA#3 Board members? I'm confident that we can reach a speedy and mutually agreeable solution that extends Summit Drive along the property line between lots SL-C-190 and SL-C-192 and creates the desired cul-de-sac in the adjacent Lewis Park property.

Thank-you!
Howard Phillips & Dayna Stern
(425) 283-9645
Lot SL-C-190

On Thu, Feb 6, 2020 at 2:51 PM Nathan Bracken <nbracken@shutah.law> wrote:

Hi all:
I'm the legal counsel for the Service Area. The Board may be able to provide additional information regarding your questions, but I have attached the plat for Unit C where lots 191 and 192 are located as well as the plat for Unit B where lot 190 is located. I believe these plats should address most of your questions about the basis of the right-of-way or easement, but please let us know if they do not. I've also attached a large map of Silver Creek showing how the different units intersect.

As indicated in the highlighted yellow, the plat for Unit C shows Summit Drive passing between the full length of lots 191 and 192 to Lewis Park. Relatedly, the “Owner’s Dedication” language on the right side of the plat states that Allan J. Lewis, the developer of Silver Creek Estates, “dedicate[d] for perpetual use of the public all parcels of land shown on this plat as intended for Public Use.” A note in the plat further states that “all lots grant 25’ easement for Roadways on which they abut.” These provisions provide the basis of the 25’ easement as applied to lots 191 and 192.

Similarly, the plat for Unit B shows Summit Drive running along the full length of Lot 190 and includes another dedication statement from Mr. Lewis, stating that he granted “roadway easements as indicated or noted” in the plat. The plat also states that “lots grant 25’ easements for interior roadways on which they abut.” Here, Summit Drive is an interior roadway and is therefore subject to that requirement. These provisions are the basis of the 25’ easement as it applies to lot 190.

Mr. Lewis recorded both plats with the Summit County Recorder, with the plat for Unit C being recorded on September 19, 1963, and the plat for Unit B being recorded on June 17, 1963. Given how old these plats are, I'm not surprised that they weren't readily available online. Although the County and State have made great strides in improving the online availability of documents like these, in my experience the online resources are really only good for locating documents that were recorded in the 1980s and afterwards in Summit County.

In case you’re interested, I’ve attached the relevant statutes explaining the effect of a dedication like this; namely: (1) that once recorded a plat vests ownership of public streets dedicated in the plat in the County – Section 17-27a-607; (2) that once dedicated roadways and related rights-of-ways remain as such until formally vacated or abandoned by an ordinance from the applicable land use authority (the County in this instance) – Section 72-5-105; and (3) that such rights-of-way are not subject to prescriptive easements – Section 788-2-216.

Lastly, per Anne’s email, I’ve attached the email Howard sent to the Board on January 23.
I hope this helps.

Regards,

Nathan Bracken

SMITH HARTVIGSEN PLLC
257 East 200 South, Suite 500
Salt Lake City, Utah 84111
801-413-1600
801-413-1620 fax
877-825-2064 toll free
nbracken@SHUtah.law
www.SmithHartvigsen.law

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From: Anne McPhee <anni@tommcphee.com>
Sent: Thursday, February 6, 2020 2:19 PM
To: Howard Phillips <thehowardphillips@gmail.com>; Mc Phee Tom <tom@tommcphee.com>
Cc: Nathan Bracken <nbracken@shutah.law>; chris@scca3.org; suzanne@scca3.org; yince@scca3.org; Larry@scca3.org; Hally Hanssen <hally@scca3.org>; Scott Sharp <scott@scca3.org>; Dinah Clissold <dinah@scca3.org>
Subject: Re: Summit Drive ROW - source of data?

Howard,
Please forward the email you sent the board on January 23, 2020.

Thank you,

Anni McPhee

Thomas L. McPhee Const Inc.

P.O. Box 980276

Park City, UT 84098

C: 435-640-1484

From: Howard Phillips <thethehowardphillips@gmail.com>
Sent: Thursday, February 6, 2020 12:25 PM
To: Nathan Bracken <nbracken@shutah.law>; Chris@scsa3.org; suzanne@scsa3.org; vince@scsa3.org; Larry@scsa3.org; Hally Hanssen <hally@scsa3.org>; Scott Sharp <scott@scsa3.org>; Dinah Clissold <dinah@scsa3.org>
Cc: anni@tommcphee.com
Subject: Fwd: Summit Drive ROW - source of data?

Hello again everyone.

Yesterday I met Shane Johanson of Johanson Surveying as he and his assistant were placing ROW stakes at the end of summit drive. There exists confusion as to the location of the ROW as it impacts properties SL-C-191, SL-C-192, and SL-B-190. Please see my earlier email of January 23rd, 2020 to the Board on this topic and the attached email I sent to Shane yesterday February 5th, 2020 as a follow-up to my conversation with him.

As a homeowner in the Silver Creek Service Area I would appreciate direct engagement from a SCSA#3 Board member regarding the ROW issue. At this point I am unable to find any information on county or state website that references a Summit Drive ROW that extends beyond 25' from the property line.
as Shane believes it does. If any member of the SCSA#3 Board has specific information regarding the legal location of the Summit Drive ROW as recorded by the county or state I would like to have that information forwarded to me at your earliest convenience.

I've cc'ed Anni and Tom McPhee as their lot SL-B-190 is adversely impacted by the ROW demarcation according to Shane Johanson's survey work.

I look forward to hearing directly from a SCSA#3 Board member.

Thank-you!

Howard Phillips

(425) 283-9645

Lot SL-C-191

-------- Forwarded message --------
From: Howard Phillips <thehowardphillips@gmail.com>
Date: Wed, Feb 5, 2020 at 5:38 PM
Subject: Summit Drive ROW - source of data?
To: <shane@johansonsurveying.com>

Hi Shane

This is Howard Phillips. We met today - I'm the lower lot 384 Summit Drive homeowner.

I'm following up with you to ask for the source of the Summit Drive ROW data you have in your possession. I assume this is something the county has? If so, please provide me with the relevant description of the data source so I can pursue obtaining a copy of my own. In addition and if you deem it appropriate, I would love to have a scan, email or phone picture of the ROW map you shared with me today.
As an FYI, I'm attaching a link to the Summit County data that I and my Silver Creek neighbors have been using to roughly verify the locations of our property lines and associated ROWs.

http://summitcounty.maps.arcgis.com/apps/webappviewer/index.html?id=85c6c55514ae4d4f9218202e364fec73

https://parcels.utah.gov/
In past no-snow summer months I've verified that the existing rusted metal flag stake we discussed lies directly on the lot corners as delineated on the Utah and Summit county GIS websites.

We had been told by various SCSA#3 representatives that the ROW extends 25" on each side of the lot lines. The ROW data you shared with me today is clearly not situated in accordance with the lot lines.

Given the above you can appreciate my desire to get to the bottom of this. Forwarding your source(s) of ROW data will help me in that regard.
Thx in advance!

Howard Phillips

(425) 283-9645
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 4, 2020
Subject: Silver Creek Road RFP

STAFF REPORT

Attached is the front section of the Silver Creek Road repair RFP. This has been posted on our website, on the Utah Public Notice website, in the Park Record and on the Utah Procurement portal.

Chris is the contact on this. It is set to close on February 21 at 12:00 pm. Someone needs to be in the office at that time. We already have interest in the project from Geneva Rock from the posting.

STAFF RECOMMENDATION:
SUMMIT COUNTY SERVICE AREA 3

SILVERCREEK ROAD ASPHALT REPAIRS

COUNTY PROJECT NUMBER: Silver Creek Road 2020

BID DOCUMENTS

PREPARED BY:

PEPG CONSULTING LLC

FOR:
SUMMIT COUNTY SERVICE AREA #3
Marla Howard, General Manager
629 Parkway Drive
Park City, UT 84098
www.scsa3.org
(435) 649-7949

Bids will be received and deposited at the Summit County Service Area #3 Offices, located at 629 Parkway Drive, Park City, UT, until Friday, February 21 at 12:00 P.M.
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NOTICE INVITING BIDS

SUMMIT COUNTY SERVICE AREA #3 (SCSA#3), will receive sealed bids for Silvercreek Road Asphalt Repair Project. Bids will be received until Friday, February 21 at 12:00 P.M. at the SUMMIT COUNTY SERVICE AREA #3 Offices, located at 629 Parkway Drive, Park City, Utah, at which time and place all bids will be publicly opened and read aloud.

MAJOR QUANTITIES OF WORK: are as follows

BID SCHEDULE A
- Up to 75 SY of Partial Depth Asphalt Pavement Repairs, Lump Sum
- Up to 700 SY of Full-Depth Asphalt Pavement Repair, Lump Sum

BID SCHEDULE B (OPTIONAL, AT SCSA#3 DISCRETION)
- Perform up to 25 additional SY Partial Depth Asphalt Pavement Repairs, Unit Price
- Perform up to 100 additional SY Full-Depth Asphalt Pavement Repairs, Unit Price

BIDS: Contractors are to provide Lump Sum prices for items under Schedule A, and unit prices for items under Schedule B.

COMPLETION OF WORK: The WORK may not begin before June 8, 2020, and must be completed before August 15, 2020.

WEEKLY TIME LIMITATION OF WORK: All WORK is to be completed between the hours of 7:00 AM and 7:00 PM, Monday through Friday.

OPENING OF BIDS: The BIDS will be publicly opened and read at 12:00 P.M. on Friday, February 21, 2020, at the above-mentioned office of the OWNER.

OBTAINING CONTRACT DOCUMENTS: Complete sets of Contract Documents will be available in digital PDF format through www.SCSA3.org.

BID SECURITY: Each BID shall be accompanied by a certified check or cashier’s check or Bid Bond in the amount of FIVE (5%) of the Total Bid Price (Schedule A) payable to the OWNER as a guarantee that the Bidder, if it’s Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of the Bidder’s security is enclosed with it.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of Sixty (60) calendar days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract. The SUMMIT COUNTY SERVICE AREA #3 reserves the right to reject any or all bids or to waive any informality in the bidding.

PROJECT INFORMATION: All questions and correspondence should be completed through the Bid Sync website.

Date: 21 January 2020 By: Marla Howard
General Manager, SUMMIT COUNTY SERVICE AREA #3
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General conditions. The term "Bidder" means one who submits a bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2. LOCAL BUSINESS LICENSE. All CONTRACTORS, including subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before a Contract can be executed.

3. INTERPRETATIONS AND ADDENDA.

3.1 All questions about the meaning or intent of the Contract Documents are to be directed to the OWNER and ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the OWNER/ENGINEER in response to such questions will be issued by Addenda. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.

3.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specification.

4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.a. To examine thoroughly the contract Documents and other related data identified in the bidding documents (including "technical" data referred to below);

4.1.b. To visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the WORK;

4.1.d. To study and carefully correlate the bidder's observations with the Contract Documents; and

4.1.e. To notify the ENGINEER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

4.2 Reference is made to the Supplementary General Conditions for identification of:

4.2.a. Those reports of explorations and tests of subsurface conditions at the site which
have been utilized by the ENGINEER in the preparation of the contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

4.2.b. Those drawings of physical conditions in or relating to existing surface and subsurface condition (except Underground Utilities) which are at or contiguous to the site have been utilized by the ENGINEER in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawing, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Bidder.

4.3 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the ENGINEER to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the contract Documents.

4.4 Information and data reflected in the Contract documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the ENGINEER by the owners of such Underground Utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof.

4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface condition, Underground Utilities, and other physical condition, and possible changes in the Contract Documents due to differing conditions appear in the SUMMIT COUNTY SERVICE AREA #3 Supplemental General Conditions H & I.

4.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examination, investigation, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the contract Documents.

4.7 On request a minimum of 2 days in advance, the OWNER will provide each Bidder access to the site to conduct such examinations, investigation, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of OWNER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such exploration.
4.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.

4.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Paragraph 4 and the following:

4.9.a. That the bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Document;

4.9.b. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and

4.9.c. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

5. BID FORMS. The bid shall be submitted on the Bid Forms found herein. All blanks on the bid Forms shall be completed in ink or typed. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the bidder and shall bear the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.

6. CERTIFICATES.

6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

6.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
7. DISQUALIFICATION OF BIDDERS. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

8. QUANTITIES OF WORK. The quantities of work or material stated in lump sum price items of the bid are supplied only to give an indication of the general scope of the WORK based on WORK shown in the contract drawings. The OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith. Unit price items (Schedule B) will be applied to actual field quantities that exceed 5% of the bid quantity of work (Schedule A).

9. SUBSTITUTE OR "OR EQUAL" ITEMS. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular Supplier and the name is followed by the words "or equal", the Bidder may write the name of a substitute Supplier (which the Bidder considers as an "or equal") in the Proposed Substitute Equipment/Material Supplier List in the Bid Forms. These substitute Suppliers will only be considered after award of the Contract. The procedure for the submittal of substitute or "or equal" products is specified in Section 6.4 - Substitutes or "or equal" items in General Specifications.

10. COMPETENCY OF BIDDERS. In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

11. SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

12. BID SECURITY, BONDS, AND INSURANCE. Each bid shall be accompanied by a certified or cashier's check or approved Bid bond in the amount stated in the Notice Inviting bids. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment bonds, and Performance Bond; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
DISCREPANCIES IN BIDS. In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid items in the Schedule, and failure to do so will render the Bid non-responsive and may cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual item, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.

MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS. Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

WITHDRAWAL OF BID. The bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of Bids.

AWARD OF CONTRACT. Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder, for Bid Schedule A, whose bid complies with the requirements of the contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. A single award will be made for all the Bid items in an individual Bid Schedule.

RETURN OF BID SECURITY. Within 14 days after award of the contract, the OWNER will, if requested in writing, return the Bid securities accompanying such bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested in writing, to the respective Bidders whose Bids they accompany.

EXECUTION OF AGREEMENT. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 calendar days after receipt of the agreement forms from the OWNER. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid security. If the lowest responsive, responsible Bidder refused or fails to execute the Agreement, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest Bidder to execute the Agreement; each such Bidder's Bid securities shall be likewise forfeited to the OWNER.
LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

-- END OF INSTRUCTIONS TO BIDDERS --
REQUEST FOR PROPOSAL

Summit County Service Area #3
Trail Repair and Maintenance

SUMMIT COUNTY SERVICE AREA #3
629 E. Parkway Drive, Suite 1
Park City, UT 84098
(435) 649-7949
www.scsa3.org

March 29, 2019
I. PURPOSE

Summit County Service Area #3 ("Service Area") is accepting competitive sealed proposals for the repair of 3 culverts and maintenance of about 10 miles of trails, within the confines of the Service Area's property detailed in Exhibit A (plat map).

The purpose of this Request for Proposal (RFP) is:

1. to solicit proposals from various candidate vendors;
2. conduct a fair and extensive evaluation based upon criteria listed herein; and
3. select a candidate who best meets the criteria and will provide a consistent quality service.

The Service Area has an agreement with the Summit County to manage the roads, trails and right of ways within Silver Creek Estates and works within the specifications and requirements of Summit County to maintain the roads.

II. DESCRIPTION OF ORGANIZATION

The Board of Trustees of Summit County Service Area #3 (Service Area) was established on September 8, 1964 (Resolution No. 57) by the Summit County Commission. The Board, which is elected and consists of seven residents, governs the Service Area in accordance with the provisions of Title 17B, Utah Code.

III. SPECIFIC SERVICES TO BE RENDERED – The Service Area is looking to repair and maintain the trails within the Service Area’s boundaries which are approximately 4 feet wide. Due to the budget requirements, all, some or none of the projects may be performed during 2020. Thus, the request for proposal requires that the Proposal of service be identified by project as outlined below. The Service Area has identified several key requirements that must be included in a cost of service:

A. The scope of this project is to:
Summit County Service Area #3
Summit Drive Cul-de-Sac

1. On Maple Road #1, install a 24" by 10' culvert extension and fire hydrant extension, and fill material to level the trail to the height of the road.
2. On Maple Road #2, install a 30" by 15' culvert extension with flare to fence edge, add fill material to level the trail with the height of the road.
3. On Redden Road, install a 24" by 10' culvert extension and add fill material to level trail to the height of the road.
4. Repair winter damage and install 2" of chip limestone on the trails by Silver Creek Road, Redden Road, Westwood Road, Maple Drive, Long Rifle Road, and Westwood Road. Quote for square foot application.
5. Fix washouts and apply 2" of crushed limestone on the following trails:
   a) Parkway Drive: .25 miles, or 5,280 square feet of fill
   b) Parley's Road: .446 miles, or 9,419 square feet of fill
   c) Redden Road: .89 miles, or 18,796 square feet of fill
   d) Silver Creek Road: 2.92 miles or 61,670 square feet of fill
   e) Westwood Road: 1.074 miles or 22,683 square feet of fill

B. Ditches and culverts shall be kept functional during operations and upon completion of operations.

C. The equipment is of the size and type commonly used to excavate trails and will not cause damage to the existing road. All equipment used will be in compliance with the commercial road use rules.

D. Operator shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this RFP including but not limited to, retirement contributions, workers compensation, unemployment taxes, wages, and state and federal income tax withholdings.

E. The invoice shall be itemized and include a detail of the work accomplished, equipment used with start and end meter reading (hour reading or odometer) and hourly rate of each piece of equipment. All invoices are to be submitted to the Service Area within thirty (30) days after the end of the month in which the work is performed.

F. Operator shall have in force public liability insurance covering (1) property damage in the amount of one hundred thousand dollars ($100,000), and (2) damage to persons in the minimum amount of one million dollars ($1,000,000) in the event of death or injury to one individual, and the minimum amount of three million dollars ($3,000,000) in the event of death or injury to more than one individual.

G. Operator shall include Summit County Service Area #3, its officers, agents, and employees, as additional insured on insurance policies issued for the work described in this RFP, or furnish an additional insured endorsement naming the
same as additional insured to operator's existing public liability and property damage insurance.

H. All work must be completed by May 31, 2020 unless an extension is requested and approved by the Service Area in writing.

IV. GENERAL REQUIREMENTS - Firms submitting a proposal shall meet the following requirements:

The staff that the Operator intends to assign to this project should be of sufficient size and have the experience and background necessary to manage a project of this scope. The equipment of the Operator shall be of the scope described in “III D”.

V. QUESTIONS

Contractors may request a visual inspection of the location by contacting the Service Area directly and making an appointment. Questions regarding the requested services or the contents of this RFP must be submitted in writing by 12:00 noon on March 13, 2020 and directed to the individual listed in the “VII. CORRESPONDENCE” section. All questions will be answered and copies of both the question and answer will be disseminated to all RFP recipients.

VI. CORRESPONDENCE

All correspondence, including proposals, is to be submitted to:

Chair, Board of Trustees  
Summit County Service Area #3  
629 E. Parkway Drive, Suite 1  
Park City, UT 84098  
(435) 649-7949  
Email: gm@scsa3.org

The email address may be used to submit questions only. PROPOSALS MAY BE ACCEPTED BY EMAIL.

VII. PROPOSAL TIMELINE

Release RFP: February 28, 2020  
Deadline for Submission of Questions: March 13, 2020, noon  
Deadline for Proposals: March 20, 2020, 5:00 pm.  
Tentative Date for Notification of Award: March 28, 2020
Summit County Service Area #3
Summit Drive Cul-de-Sac

VIII. FORMAT FOR PROPOSAL

Respondents are required to mail 3 (three) copies of their proposal to the address listed in section VII by the above deadline. Responses must be complete and presented in the format detailed below. Failure to meet any of these requirements may cause the response to be rejected. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if it is considered by the Service Area to be immaterial or inconsequential.

A. Transmittal Letter: General introduction and brief statement that the proposer’s understanding of the services to be performed; a positive commitment to perform the service within the time period specified; the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.

B. Firm Qualifications and Staff Experience: Describe your firm’s in-house capabilities to perform the requested work.

C. Similar Engagements with Other Government Entities: Provide a list of not less than three client references for which services similar to those outlined in this RFP have recently been provided. For each reference listed, provide the name of the organization, address, and telephone number of the responsible person within the reference’s organization.

D. Rates by Partner, Supervisory and Staff: The cost proposal shall include detailed information regarding the staffing level and the hourly rate of each.

E. Rates by Equipment: The cost proposal shall include detailed information regarding the cost of equipment by type on an hourly basis.

F. Safety Plan: A description of the respondent’s company safety plan and its safety plan for the project at issue in this request for proposals.

IX. STANDARD CONTRACTUAL TERMS AND CONDITIONS

Pending successful negotiations, the Service Area will award a contract to the responder whose proposal is the most advantageous to the Service Area in accordance with the Utah Procurement Code. The Service Area will require the following standard contractual terms and conditions as part of any award:

A. Additional Services: If it should become necessary to request additional services, such additional services shall be performed at the hourly rates for key personnel listed in the response to this proposal. The proposal shall identify any subcontracting firms to be used to for this service.

B. Insurance Requirements: During the entire term of its engagement, the Operator agrees to indemnify, defend and hold harmless the Service Area and its authorized officers, employees, agents and volunteers from any and all claims,
actions, losses, damages and/or liability arising from the Contractor’s acts, errors or omissions and for any costs or expenses incurred by the Service Area on account of any claim therefore, except where such indemnification is prohibited by law. The Firm also shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

1. Workers' Compensation – A program of Workers’ Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of Utah.

2. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) and $3,000,000 in the aggregate.

C. Proof of Coverage: The Operator shall furnish certificates of insurance to the Service Area evidencing the insurance coverage prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty- (30) day written notice to the Service Area. The Operator shall maintain such insurance from the time the Operator commences performance of services hereunder until the completion of such services.

D. Proprietary Information: All responses and materials submitted become property of the Service Area and are subject to the Utah Public Records Act, provided that proposers must mark any proprietary information contained in their proposals that are not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A dedication must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal will not be considered proprietary. All materials will also become the property of the Service Area and may only be returned at the Service Area’s discretion.

X. EVALUATION

A. Evaluation Criteria: An evaluation and selection committee will consider all responsive proposals and rank the proposals pursuant to the criteria listed below. The committee will notify responders whose proposals are eliminated during the process in writing. Proposals will be evaluated in accordance with the Utah Procurement Code and pursuant to the following:
B. **Evaluation Process:**

1. The evaluation committee will review all proposals that the Service Area timely receives and will eliminate all proposals that are not responsive or do not otherwise comply with the requirements of this RFP.

2. A 100 point scale is used to evaluate the three (3) main parts of the proposal response. Typically, the percentage allotment is:
   
   i. Technical 50% 50 points
   ii. Experience 30% 30 points
   iii. Cost 20% 20 points

3. The evaluation committee will evaluate and score any proposals that it does not eliminate in accordance with the criteria listed above.

4. If necessary, the evaluation committee will conduct discussions with responders in person or by telephone and may adjust the scores awarded under phase 2, if justified. If the evaluation committee determines, in its sole discretion, that discussions are unnecessary, it may accept proposals without discussions.

5. The evaluation committee will award the contract in accordance with the Service Area’s purchasing policy and the Utah Procurement Code.

XI. **PROPOSAL CONDITIONS**

Responses to this Request for Proposal may be submitted in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number and “RFP for Summit Drive Cul-de-Sac” or via email to gm@sca3.org. Best and final offers may be allowed pursuant to Section 63G-6a-707.5 of the Utah Code from respondents that submit responsive proposals that meet the minimum qualifications, evaluation criteria, and other applicable thresholds described above. The Service Area realizes that conditions other than price are important and will, therefore, award this agreement based on the proposal that best meets the needs of the Service Area. The Service Area may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal. The final authority to award an agreement as a result of this RFP rests solely with the General Manager of the Summit County Service Area #3.
SECTION 5

WATER
Summit County Service Area #3

STAFF REPORT

From: Marla Howard
Date: February 4, 2020
Subject: Arsenic RFP update

STAFF REPORT

The Arsenic RFP was updated for Suzanne’s comments and issued.

Ben directly sent the RFP to Denora (Paul Westerhoff’s Contact), Westech and Filtertech.

It has been posted on our website and also on the Utah Public Notice website. Responses are due on February 21, 2020.

STAFF RECOMMENDATION:
SECTIONS 6 & 7

CLOSED SESSION

SECTION 8

ADJOURNMENT