



Agenda  
**High Valley Transit District**  
**Thursday, March 16 2023, 1 PM**

NOTICE is hereby given that the Board of Trustees will meet on Thursday, March 16, 2023 electronically, via Zoom and at the anchor location at the Sheldon Richins Building, 1885 W. Ute Blvd., Park City, UT 84098, in the large auditorium

Public comment may also be submitted until 12 PM on Thursday, March 16, 2023 via email at [hi@highvalleytransit.org](mailto:hi@highvalleytransit.org).

To participate electronically: <https://summitcountyut.zoom.us/j/94259136187>

Or, to listen by phone, dial 1-301-715-8592

Meeting ID: 942591361877

This meeting may be recorded

Public Meeting

- 1) Pledge of Allegiance
- 2) Public Comment – all comments will be limited to three minutes per person

Work Session

- 3) Ridership and performance
- 4) Transit facility

Consideration of Approval

- 5) Discussion and Possible Approval of the First Amendment to Infrastructure Agreement between Summit County and High Valley Transit
- 6) Discussion and possible approval to add auditing as a function of the Finance Committee
- 7) Discussion and possible approval of summer vendors at Kamas Park and Ride

- 8) Election of Board Trustees Chair and Vice Chair
- 9) Board comments
- 10) Staff comments

Members of the Board, presenters, and members of the public may attend and fully participate by electronic means, using Zoom (phone or video).

**Non-Discrimination Notice** The High Valley Transit District's policy is that no person, regardless of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program, activity, or services under Section 601 of Title VI of the Civil Rights Act, as amended. To view a copy of our Title VI Policy and Complaint Procedure, please contact us at (435) 336-3113.

If you require this or any information in an alternative format, please contact us at (435) 336-3113.





# High Valley Transit

Monthly Data Reporting, Micro & Valley Ride: Feb. 2023

Rides Since Inception <sup>1</sup>: **331,428**

Riders YTD: **75,247**

Total App Accounts: **60,810**

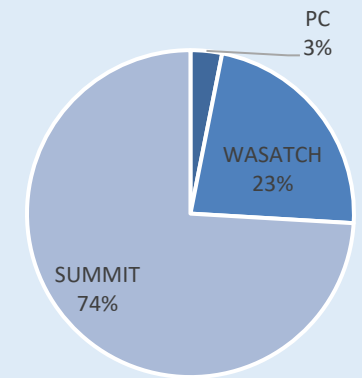
## Rider Experience

	Jan 2023	Jan 2022	MOM Change
Ride Rating	4.8	4.8	-
Ride Distance <sup>2</sup>	3.9	4	-0.1
Pickup Distance <sup>2</sup>	0.04	0.04	-
Dropoff Distance <sup>2</sup>	0.03	0.03	0.00
ETP Minutes <sup>2,3</sup>	22.0	24.1	-2.1

## Monthly Service Statistics

	Jan 2023	Dec 2022	MOM Change	Jan 2022	YOY % Change
Passengers	39,489	35,758	+10.8%	17,835	+121.4%
New Riders	1,022	1,300	-21.4%	1,138	-10.0%
Utilization <sup>2</sup>	3	2.5	-0.5	4.5	-1.5
Aggregation <sup>4</sup>	49.7%	50.6%	-0.9%	45.9%	+3.8%
Met Demand <sup>5</sup>	92.0%*	87.9%*	+4.1%	90.5%	1.5%

## Monthly Rides by Zone



## Week-by-Week KPIs

Week	Driver Hours	Riders	Seats Unavailable	Aggregation <sup>4</sup>	Average ETP mins <sup>2,3</sup>	ETP > 15 min	ETP > 20 min
2/1-2/7	1234.3	9,346	8.6%	49.3%	23	64.2%	54.8%
2/8-2/14	1461.0	9,999	8.1%	49.0%	21.1	59.6%	45.3%
2/15-2/21	1374.4	11,841	6.4%	49.4%	19.4	54.7%	39.4%
2/22-2/28	2205.6	9,780	9.0%	51.1%	23.8	68.7%	56.4%

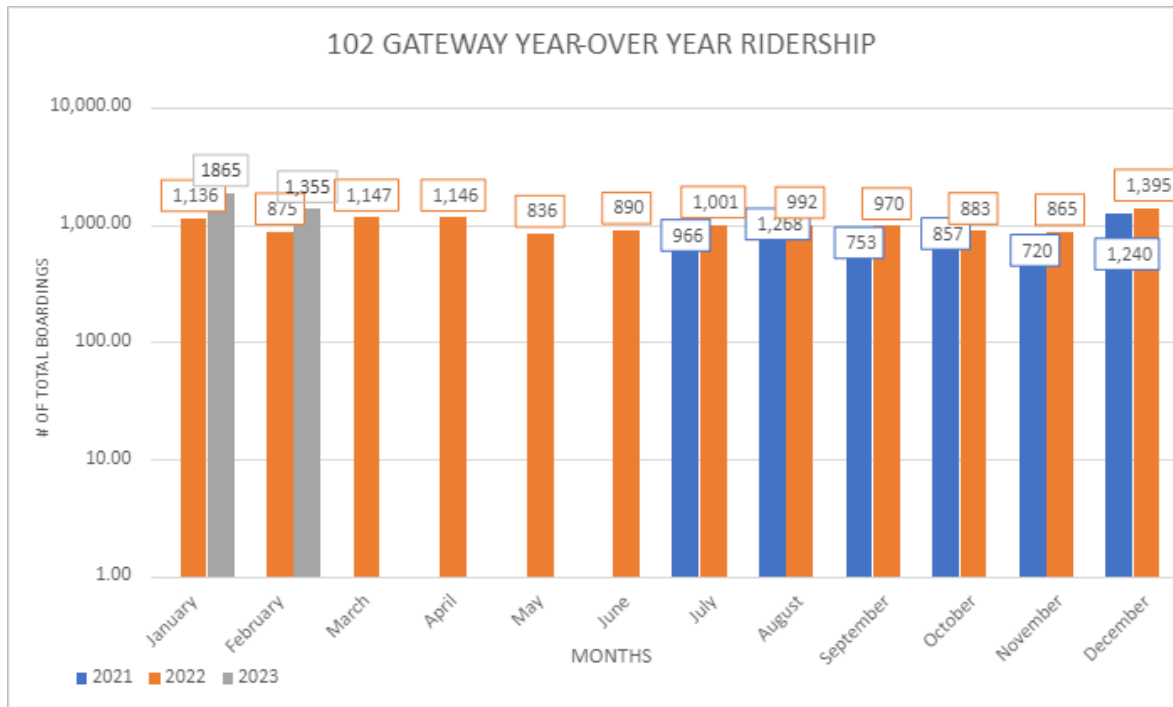
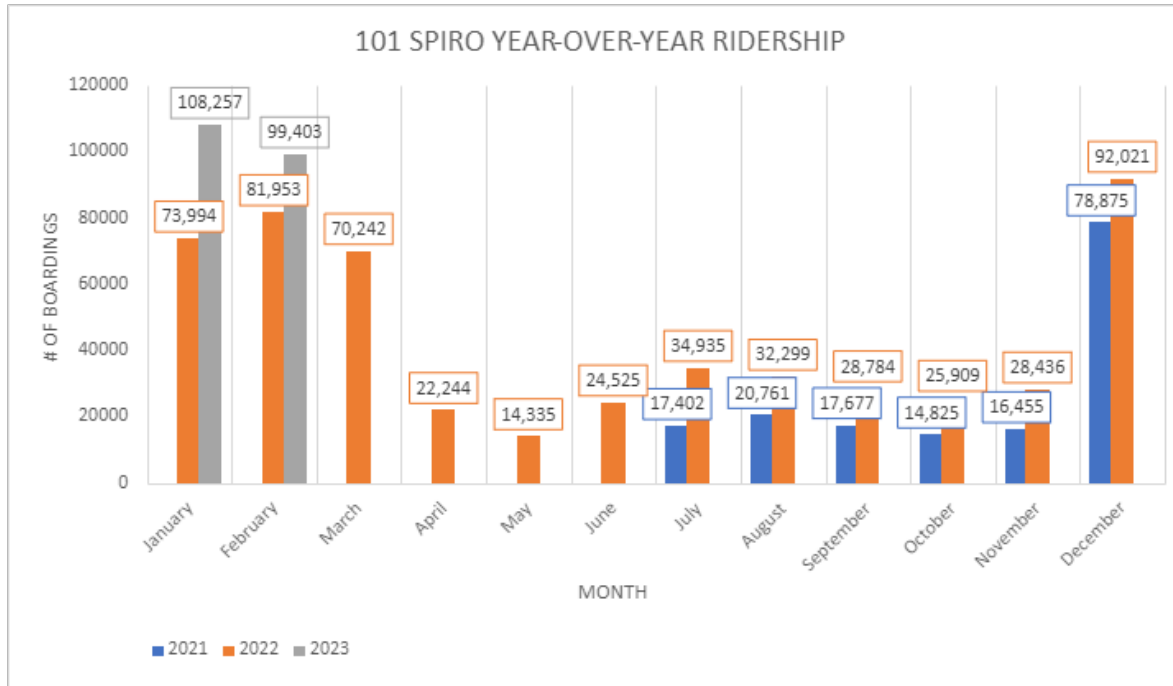
Notes: (1) Service Inception Date was May 17, 2021, (2) Average amounts, (3) ETP=Estimated time to pickup, (4) Aggregation = % of shared rides, (5) Met Demand = % of valid ride requests offered a pickup based on Micro availability at time of request, (6) Applicable percentage equals riders picked up and dropped off at the applicable location divided by total monthly riders,

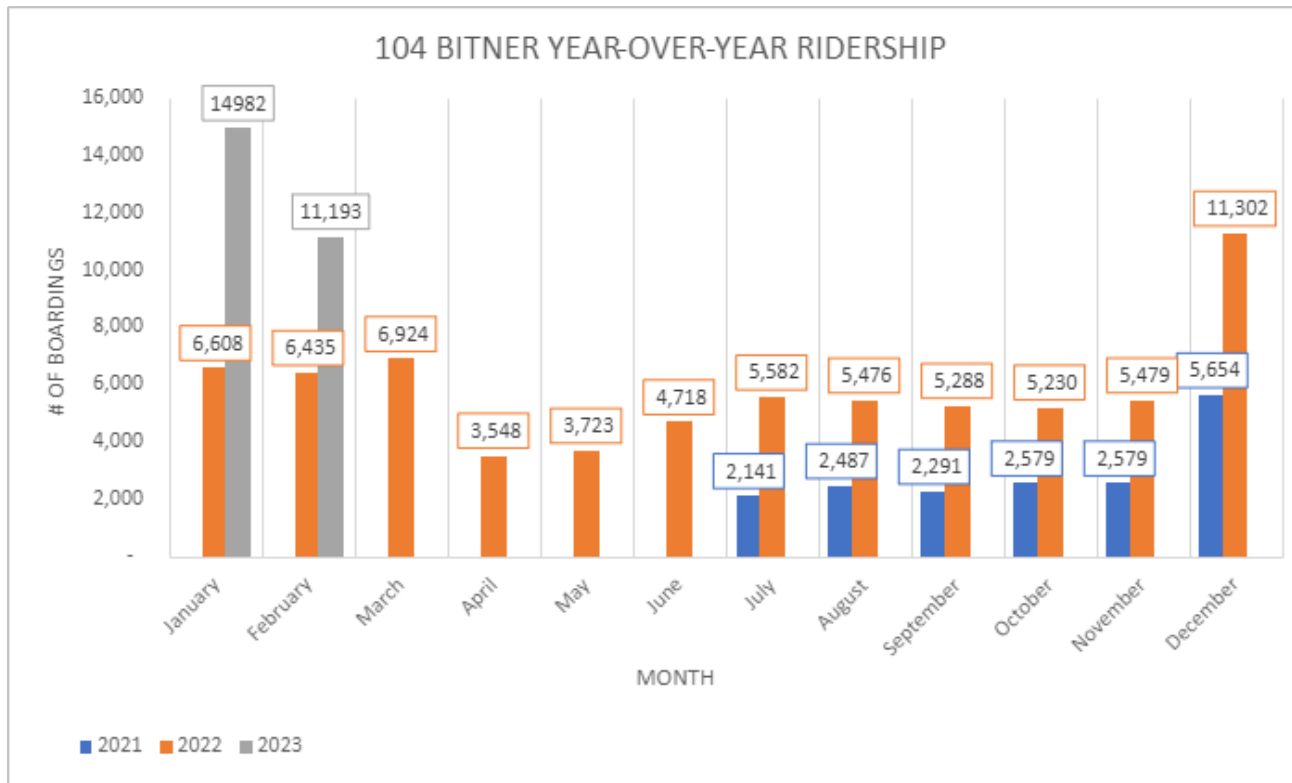
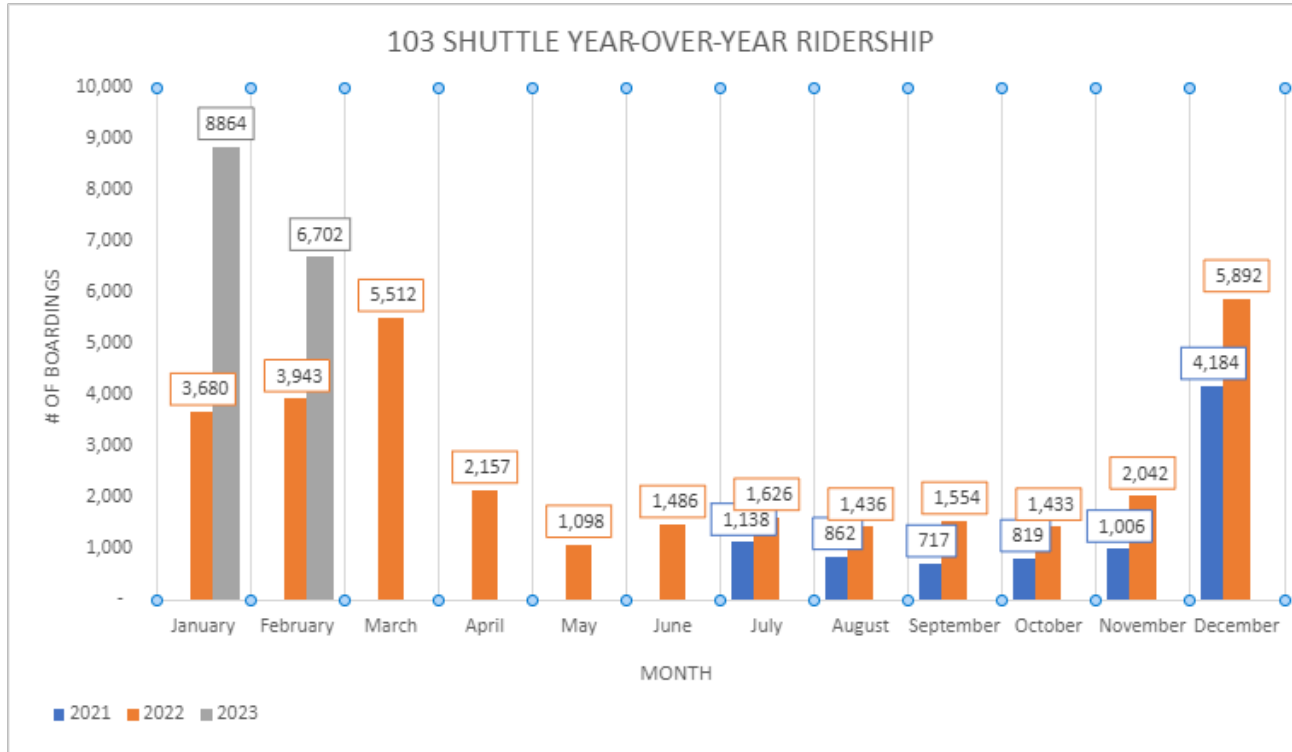


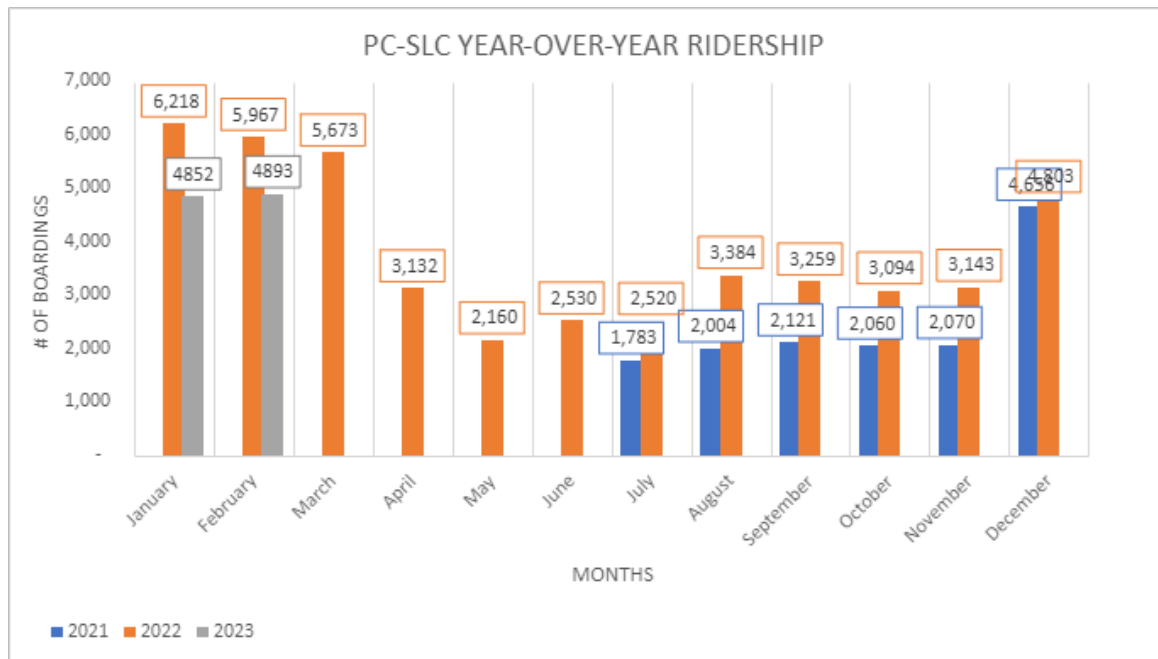
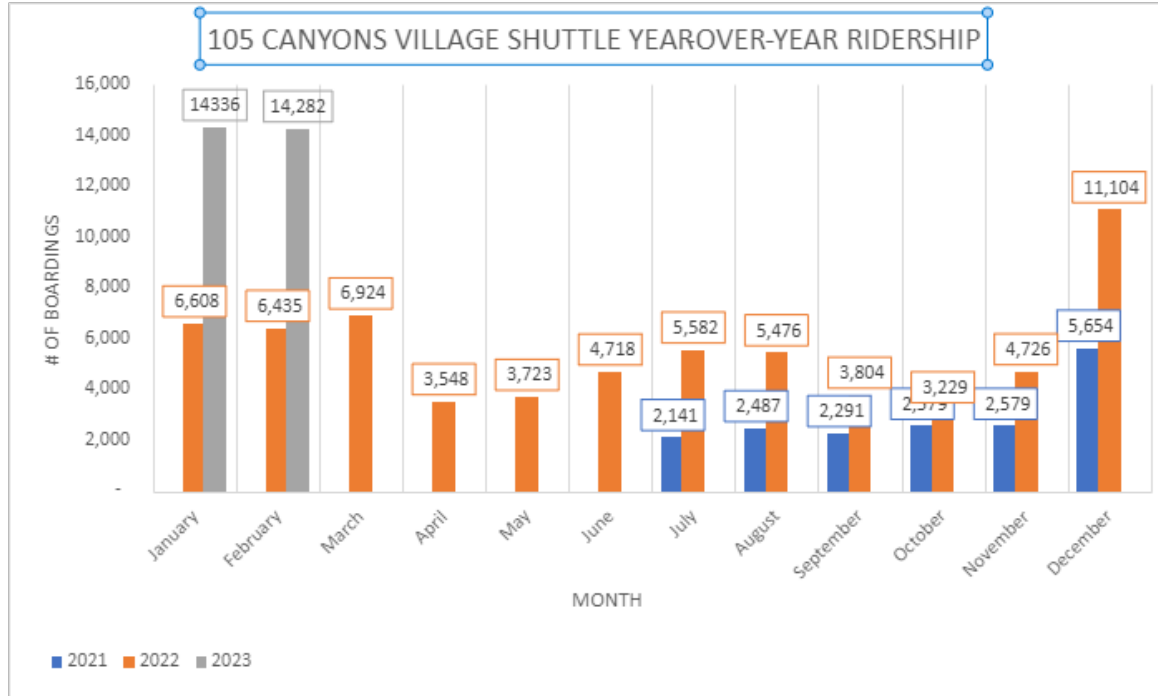
# High Valley Transit

Monthly Fixed Route Reporting: December 2022

Total Riderhsip Since Inception : **986,425**







**FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT  
High Valley Transit District (Lot 3)**

This FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT (the “First Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “County,” located at 60 N Main Street, Coalville, Utah 84017, and High Valley Transit District, a small public transit district organized in accordance with the laws of the State of Utah, hereinafter referred to as “HVT,” located at 1885 W. Ute Blvd., Park City, Utah 84098. The County and HVT shall be referred together as the “Parties,” or individually as a “Party.”

**WITNESSETH**

A. County and HVT entered into that certain Infrastructure Agreement, dated July 27, 2022, in reference to Lot 3 in the FJ Gillmor Subdivision Plat (the “Original Agreement”).

B. The Parties desire to amend the Original Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in the Original Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Original Agreement; Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original Agreement as amended hereby.

3. The Original Agreement is amended so as to insert Section 6 into such agreement, as follows:

6. Grading; Grading Cost Share. Due to the uniqueness of the topographies on Lots 3, 4, 5 and 6 (the “**Impacted Lots**”), and in order to maximize economies of scale with regard to cuts, removal, transportation and engineered placement of excess soils and fills, the owners of the Impacted Lots have agreed to share in the costs of the initial grading (the “**Lot Grading**”) as follows:

a. Grading Plan. The grading plan set forth as “Exhibit C” herein, is approved by the Parties (the “**Grading Plan**”). The County shall seek a Special Exception and Grading Permit for the Grading Plan. HVT hereby accepts and approves of the Grading Plan.

b. Compaction. The placement of engineered fill upon Lot 3 shall be done in accordance with recommendations by and as tested and supervised by a licensed geotechnical engineer, which geotechnical engineer shall certify to the Parties that such

fill is suitable for structures. The engineered structural fill material used on the Impacted Lot(s) shall be thoroughly compacted to a minimum of ninety-five percent (95%) of maximum dry density for granular soils and ninety percent (90%) of maximum dry density for silty/clay soils as classified by the AASHTO M-145 soil classification system.

c. Proportional Costs. The owners of the Impacted Lots (Summit County, Park City, HVT, and Mountain Regional Water Special Service District) shall each pay its proportional share, as provided in “Exhibit D” attached hereto, of the costs (the “Grading Cost Share”) associated with preparing the Grading Plan, the actual excavation work (cuts, removal and transportation of excess soils, fills, and compaction), and any soils testing for compaction (together, the “Work”). This Grading Cost Share is separate from and does not constitute any part of the Improvements or Improvement Cost Reimbursement set forth in Section 2 of the Original Agreement.

d. Reimbursement Process. Following completion and inspection of the Work, the County shall issue to HVT a request for reimbursement of the Grading Cost Share, together with a copy of the certification from the geotechnical engineer stating that all Work has been completed and inspected per the Grading Plan, as well as evidence that the County has paid all applicable invoices with final lien waiver documentation (the “Grading Cost Share Reimbursement”). HVT shall have the right to inspect the Work at all times during and after the Lot Grading.

4. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

5. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

6. Counterparts. This First Amendment may be executed by electronic or digital means, including signature software applications such as DocuSign and in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Any Party’s facsimile, digital or electronic signature and any emailed copy of a Party’s signature shall be deemed a binding signature.

7. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

8. No Third Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.



9. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

**IN WITNESS WHEREOF** the Parties have caused this First Amendment to be executed as of the Effective Date.

*(Signatures on following page)*

FOR SUMMIT COUNTY:

By: The County Manager

\_\_\_\_\_  
Janna Young  
Interim Summit County Manager

CONSENT

By: \_\_\_\_\_  
Roger Armstrong  
Chair, Summit County Council

FOR HIGH VALLEY TRANSIT DISTRICT:

By: Board of Trustees

By: \_\_\_\_\_  
Kim Carson  
Chair

Approved as to form:  
Summit County Attorney



by: \_\_\_\_\_  
David L. Thomas, Chief Civil Deputy

# EXHIBIT C

Grading Plan

[See Attached]

## EXHIBIT D

Grading Cost Share

[See Attached]

## STAFF REPORT

TO: Board of Trustees  
FROM: Jamie Dansie, Transportation Planner  
DATE: March 16, 2023  
SUBJECT: Return of Vendors to the Kamas Park and Ride lot for Summer 2023

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### **Requested Board Action**

Staff is requesting approval to issue an RFP inviting food and beverage vendors to occupy portions of the High Valley Transit Kamas Park and Ride for the 2023 months between June and October.

### **Background**

The Kamas Park and Ride is a one-acre, unimproved lot that currently has a small amount of daily transit activity. For its first time, HVT issued an RFP to lease space in the lot over summer of 2022. There were two responses and both were selected and remained through the season. Feedback from Kamas City and the vendors - Tagge's Fruit Stand and Outpost Coffee – was extremely positive in terms of activity and patronage. Combined lease revenue totaled \$3,303.22.

### **2023 Request for Proposal**

Staff is requesting to issue an RFP for summer 2023 with similar terms to the prior version. We would aim to release it in early April and have an agreement or agreements in place by the beginning of June. As with last year, all requirements such as required licenses, permits, and site plans will be submitted as part of the proposals and in cooperation with Summit County, Kamas City, and UDOT.