

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 23, 2012**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 23, 2012.

Closed Session

12:45 Lunch will be available
1:00 p.m. Personnel, property and litigation

Work Session

3:40 p.m.	Council questions/comments	
3:50 p.m.	Resort Communities Sales Tax ballot language	Pg. 4-6
4:10 p.m.	Mid-year environmental update	Pg. 7-21
4:30 p.m.	Old Town height discussion – Kimball Art Center	Pg. 22-32
5:20 p.m.	2030 Long Term Strategic Plan	Pg. 33-34
5:50 p.m.	Break	

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

1. Consideration of a Resolution designating September as National Preparedness Month in Park City, Utah
Pg. 35-36
2. Consideration of a contract for China Bridge Repairs with Commercial Restoration Services in an amount not to exceed of \$86,246, in a form approved by the City Attorney Pg. 37-39
3. Consideration of an agreement with the Bureau of Land Management for the renewal/amendment of Right-of-Way UTU-45920, in a form approved by the City Attorney
Pg. 40-66
4. Consideration of a Professional Services Agreement with Horrocks Engineers for the Water Conveyance – 2013 Pipelines Project, Segment A and a Professional Services Agreement with Bowen Collins & Associates for the Water Conveyance - 2013 Pipelines Project, Segment B in a form approved by the City Attorney
Pg. 67-104

5. Consideration of the Rescission of Park City Heights Assessment Ordinance and a Resolution Rescinding Assessment Ordinance 15-12 in a form approved by the City Attorney
Pg. 105-118

6. Consideration of a Resolution appointing representatives to the Park City Redevelopment Agency Tax Entity Committee
Pg. 119-127

V NEW BUSINESS

1. Consideration of an Ordinance approving a plat amendment for 429 Woodside Avenue, Park City, Utah

(a) Public hearing

(b) **Motion to continue to September 13, 2012**

2. Consideration of a Master Festival License for Quinns Junction Family Funktion to be held September 15, 2012
Pg. 128-136

(a) Public hearing

(b) Action

3. Consideration of a Parking License Agreement for Community Car Sharing Services with U-Haul Car Share in a form approved by the City Attorney
Pg. 137-148

4. Consideration of amendments to the Municipal Code - Parking Code

(a) Public hearing

Pg. 149-157

(b) Action

5. Consideration of an amendment to the Sundance Film Festival Supplemental Plan for the 2013 Festival/Lease extension for Miner's Hospital
Pg. 158-163

(a) Public hearing

(b) Action

6. Consideration of an Agreement with Peckham & McKenney for City Manager recruitment services in a form approved by the City Attorney.
Pg. 164-169

VI ADJOURNMENT

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

Posted: 08/20/12

See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

August 2012

- 30 OTIS update - MC
- Wildlife corridor – work
- iPad discussion - work
- MFL - RAGNAR 2013 – Wasatch Back Relay
- Resolution adopting 2030 Long Range Strategic Plan
- Plat amendment for 80 Daly Avenue, Park City, Utah – Old Business
- Sundance Film festival Automatic Vehicle Location (AVL) Use Agreement –consent KC
- Five year housing plan - RS
- Housing Authority Plan – PR

September 2012

- 6 **No meeting – City Tour**
- 13 **Liza gone**
- 429 Woodside Avenue plat amendment
- 200 Ridge Avenue Subdivision
- 20 Special event update – work - JW
- Rocky Mountain Power – study session
- 27 Latino Community outreach and engagement – study
- Richards/PCMC Parcel – Annexation Petition
- PCSD Mitigation Agreement Extension (RDA)
- Lower Park Avenue Redevelopment Plan Extension (RDA)

October 2012

- 4
- 11 **No meeting**
- 18
- 25 Bonanza Park update

November 2012

- 1
- 8
- 15
- 22 **Thanksgiving**
- 29

Pending Items:

RDA and other economic districts strategic plan
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety
Quarterly goals update – after 2030 Plan is adopted
Business Recruitment



City Council Staff Report

Subject: Resort Communities Sales and Use Tax
Authors: Nate Rockwood, Capital Budget Manager
Department: Budget, Debt, & Grants
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendations:

Council should make a final recommendation on the Resort Communities Sales and Use Tax election ballot language.

Topic/Description:

Resort Communities Sales and Use Tax election ballot language and timeline.

Background:

As part of the FY 2013 Budget Hearings, City Council discussed possible funding sources which could be used to fund high priority capital projects. On June 28, 2012, City Council passed a resolution approving an additional Resort Communities Sales and Use Tax of a half of a percent and authorized staff to take the necessary step to place the matter on the November 2012 General Election ballot.

Council and staff agree that all revenue generated with the additional .5% Resort Communities Sales Tax be received directly in to the Capital Improvement Fund (Fund 31) to be used for, but not limited to, the following capital projects, Historic Park City/ Main Street & Downtown Projects, OTIS, Storm Drain Improvements, Open Space Acquisitions and other capital improvement projects as determined appropriate by City Council. This will allow all funds to be programed towards capital improvement projects and will allow City Council the flexibility to determine, on a yearly basis, the most appropriate use of the additional funds.

Some resort cities and towns are eligible to charge an additional general sales tax known as the Resort Communities Sales and Use Tax. This tax was first approved by the Legislature in 1988. It provided for an optional 1% tax in any city or town with a transient room capacity equal to or greater than its census population. In 1997, the eligibility requirements were adjusted, and the available tax was increased. Currently, any city or town with a transient room capacity that is equal to or greater than 66% of its census population may charge up to a 1.6% Resort Communities Sales and Use Tax. Park City qualifies to charge this tax. The City's current Resort Communities Sales Tax rate is 1.1%, charging the addition .5% will bring the City to the maximum allowed rate of 1.6%.

The rationale behind the tax is to allow those cities and towns with higher than normal tourist populations to recoup some of the expense of providing basic municipal services to out-of-state visitors. Sales on items such as automobiles, watercraft and

manufactured homes are exempt under the assumption that most purchases of this type are made by citizens of the municipality. Like the Local Option Sales Tax, the Resort Communities Sales Tax is not charged on the sale of unprepared food or food ingredients. The citizens must approve the tax by majority, as part of the normal voting process.

Analysis:

Staff met with the Summit County Clerk to go over the timelines and other details regarding the Resort Communities Sales Tax initiative. The ballot language is required by the Clerk's office 60 days before the election. Staff would like Council's recommendation on the final ballot language before it is submitted. The ballot language will be a Yes or No question, it will read:

"Shall Park City, Utah be authorized to levy an Additional Resort Communities Sales and Use Tax in the amount of .5% (one-half of a percent) for the general purpose of funding capital improvement projects and open space acquisition?"

In addition to the ballot language, a voter pamphlet may contain a Pro and Con statement related to the initiative and will be posted on the state voter website. City Council has the first option to include a Pro statement or they may allow a support group to include a statement. It is staff's recommendation that Council allow a Resort Communities Tax "friends" group to draft a statement in support of the initiative. The statement must be submitted to the Clerk's office 50 days before the election. A Con statement will be included in the pamphlet if such a statement is submitted to the City before the 50 day deadline. A Con statement may be submitted by a member of the public. State code specifies the a person shall file a request with the local legislative body at least 65 days before the election notifying of their intentions to submit a Pro/Con statement. It is required that this pamphlet be distributed to the citizens of Park City 45 to 15 days before the election. The information in the voter pamphlet will also be placed on the Lt. Governor's election website shortly after it is received by the County Clerk.

Department Review:

This report has been reviewed by the Budget, Legal and City Manager departments.

Alternatives:

A. Approve:

Make final recommendation on Resort Communities Sales and Use Tax election ballot language.

B. Deny:

Council unanimously passed a resolution adopting the Resort Communities Sales Tax on June 28, 2012. Council could refuse to provide any additional input on the ballot language or could direct staff to not include the question on the ballot.

C. Modify:

Council may modify the ballot language as they see fit.

D. Continue the Item:

The ballot language must be submitted to the County Clerk's Office 60 day before the November 2012 General Election. The last day to submit the language is September 6, 2012. The Clerk's Office has asked that the City provide the language before that date if possible to allow additional time for their printing and absentee ballot process.

E. Do Nothing

The ballot language would be submitted as written in this report.

Significant Impacts:

The Additional Resort Communities Sales and Use Tax ballot language must be submitted to the County Clerk's Office 60 days before the election. The election will determine if the City will be allowed levy the additional tax. The ballot language may in some cases be all that a voter will read in order to cast their vote.

Recommendation:

Council should make a final recommendation on the Resort Communities Sales and Use Tax election ballot language.

Attachments:

None



City Council Staff Report

Subject: Mid-Year Environmental Update
Author: Tyler Poulson
Department: Sustainability
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendations:

Staff recommends that City Council review the Environmental Update and provide policy direction and prioritization where requested.

Topic/Description:

This Staff Report will update City Council on recent environmental sustainability initiatives and request direction and project prioritization on a few items. The following seven topics will be covered in the Staff Report:

1. Low Carbon Diet
2. Municipal Carbon Footprint*
3. Solar Energy Installations & Initiatives*
4. Green Building Certifications*
5. Carpool & High Efficiency Parking Signs*
6. Climate Change Adaptation
7. Environmental Heroes Award*

** Items with an asterisk indicate that City Council direction is being requested.*

All topics, and specific questions, requiring City Council direction are summarized at the end of this Staff Report in the Alternatives section.

Background:

All seven topics covered in this Staff Report have been discussed with City Council at some point in the past. Brief background information will be included in the Analysis section along with each item.

Analysis:

1. Low Carbon Diet

Staff launched the *Low Carbon Diet* initiative in early 2011 after receiving direction and approval from City Council. The program aims to reduce greenhouse gas emissions by engaging households, and teams of households, and encouraging them to complete behavior changes and other carbon-reducing activities. The *Low Carbon Diet* includes over 60 separate Action Items across the spectrum of home energy use, transportation alternatives, waste & recycling, and dietary choices. Participants are encouraged to reduce their carbon footprint by 5,000 pounds of CO₂ annually (equivalent to burning 258 gallons of gasoline). Program information and all the resources necessary to participate are available online at ParkCityGreen.org.

The City has a part-time Low Carbon Diet Coordinator who has been working 10 hours per week on program design and outreach. Staff has engaged with and/or presented the program to over 1,000 individuals through 56 distinct events. The "Focus on the Climate" lecture series in spring 2012 is one example of these events. For the series we partnered with Swaner EcoCenter to deliver three climate science lectures from professors at Brigham Young

University, Utah State University, and University of Utah to over 250 total attendees. In addition to face-to-face interactions, the program is actively promoted through email, social media, and on ParkCityGreen.org. Since summer 2011, the *Low Carbon Diet* has been the most visited portion of the Park City Green website, accounting for 18% of the site's 26,000 total pageviews during that time.

The *Low Carbon Diet* has delivered notable CO₂ reductions among households that actively participate. A participating household usually takes 4-6 weeks to create, and implement, an Action Plan in order to reduce emissions. The below table summarizes the results collected thus far from 33 reporting households representing 76 total individuals (2.3 participants per household):

Park City's Low Carbon Diet Results as of August 14, 2012				
33 Households Reporting	# of New Actions Completed (During Program)	Annual Pounds CO ₂ Reduced	# of Actions Planned for Future	Annual Pounds CO ₂ Pledged for Future
Program Totals	384	320,980	127	93,618
Average per Household	12.0	9,727	4.0	3,020
	Actions Completed by Category			
	Home Energy / Water Use	Transportation	Waste & Recycling	Dietary Choices
Program Totals	256 Actions	69 Actions	23 Actions	36 Actions
Average per Household	8.0	2.2	0.7	1.1

Figure 1. Community-wide Low Carbon Diet Results.

In addition to rolling out a full *Low Carbon Diet* program for households, staff developed an abbreviated version for local students. The shortened version includes 10 Action Items and recommends activities such as biking / walking to school, using reusable bags at the grocery store, not idling vehicles, and fully shutting down electronics when not in use. Staff piloted this program with group of students at Treasure Mountain Junior High during spring 2012 (results below) and plans to improve and expand the student program during the upcoming school year.

Park City's Low Carbon Diet Treasure Mountain Junior High			
16 Students Reporting	# of Actions Done (During Program)	Annual Pounds CO ₂ Reduced	Average Pounds CO ₂ Reduced per Student
Program Totals	130	50,386	3,149

Figure 2. Treasure Mountain Junior High - Low Carbon Diet Pilot Group.

Despite some successes, staff has not yet achieved broad market-penetrating changes and remains committed to continually improving the program and outreach strategies. The results thus far indicate that the program *does work* when we find committed households, but it is also clear that we need more individuals stepping up to participate on their own or by leading a group. Citizens interested in participating in the *Low Carbon Diet*, either as a leader or own

their own, should visit **ParkCityGreen.org** and/or reach out to the City's part-time program coordinator at brian.kahn@parkcity.org.

2. Municipal Carbon Footprint

In December 2009, City Council approved a municipal carbon footprint goal of 12% below a forecasted business as usual (BAU) trajectory by the end of 2012. Staff continues to track the City's municipal carbon footprint as we move towards the end of our goal year. The carbon reduction goal was set based upon a number of defined projects that were either in progress or anticipated to be completed before year-end 2012. Figure 3 below indicates the City's actual municipal carbon emissions, denoted by asterisks, versus a hypothetical pathway to meet this 2012 goal. The figure also includes regionally relevant goals such as the Utah GHG Reduction Goal and Western Climate Initiative.

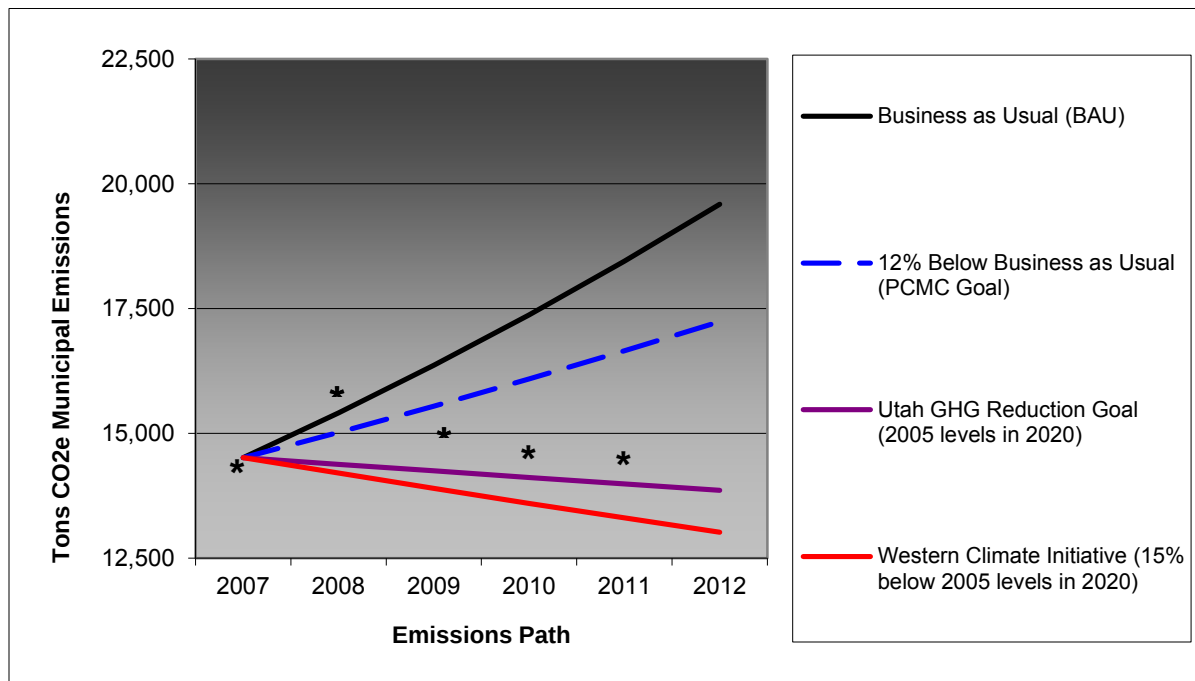


Figure 3. Park City's Municipal Carbon Emissions. **Asterisks indicate actual emissions for 2007-2011.**

Figure 4 below includes a breakdown of the municipal carbon footprint across the major contributing categories. The graphic reflects sizable CO₂ reductions for the City's buildings and facilities and also indicates a downward trend in energy use related to water distribution and infrastructure. The decrease in water-related energy use is due to both a very slight downturn in overall water demand and some efficiency gains in the water system. The improvements for City-owned building facilities can be attributed to past efficiency efforts, such as the Johnson Controls retrofit project, and ongoing efficiency, conservation and renewable energy projects.

Johnson Controls has provided recurring Measurement & Verification (M&V) reports since their efficiency measures were implemented into City facilities in 2009. The latest M&V report suggests actual savings of \$126,554 per year (Johnson Controls had guaranteed annual savings of at least \$97,246). Staff has completed a utility bill analysis to confirm that the City is indeed saving electricity and natural gas, in line with the guaranteed amount, in the main facilities included in the project. Staff will continue to work with Johnson Controls to receive updates through 2013 while separately pursuing additional cost-effective efficiency measures.

The biggest percentage increase in emissions originated from an uptick in fuel consumption within the Transit department. Park City buses consumed 7% more fuel in 2011 relative to 2010. While this additional fuel increased the municipal carbon footprint it simultaneously expanded the amount of alternative transportation options and bus routes available to the public, resulting in what may be deemed as a net environmental improvement.

The 2008-2011 trend suggests that Park City is on its way to exceeding the 2012 municipal carbon footprint goal set three years ago. However, there are three major facilities newly online that will be reflected in the 2012 footprint. These facilities include the PC MARC, Quinn's Water Treatment Plant, and the new Transit garage at 1053 Iron Horse Drive. Collectively, these facilities will have a major impact on the municipal carbon footprint and preliminary data suggests this may push the overall footprint up to, or above, the previously set goal trajectory. Staff continues to analyze incoming data, along with overall facility performance, and will return with a full report once the 2012 information is available and fully understood.

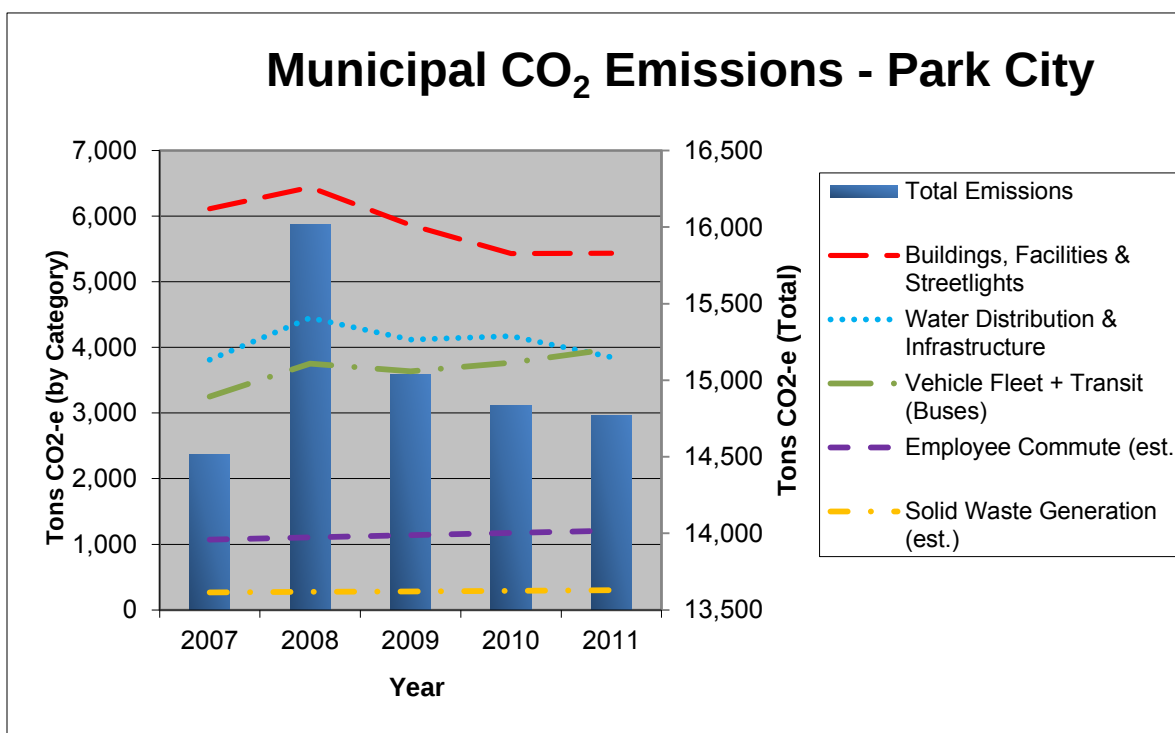


Figure 4. Park City's Municipal Carbon Emissions by Category.

In order to better understand the performance of our current buildings, staff is proposing a project to re-evaluate our municipal facilities from an energy and maintenance standpoint. The project would utilize professional energy services to assess buildings and create a scope of work, prioritized based on carbon savings and financial payback, for City staff to either execute in-house or schedule for future implementation. Staff would also receive an audit of current facility maintenance practices, plus recommendations to improve and streamline how we maintain facilities and mechanical equipment that consume energy.

This project would differ from the Johnson Controls project in that no specific efficiency measures would be implemented, or guaranteed, as part of the contract. This format will allow staff to evaluate projects on a case-by-case basis and competitively bid certain measures or implement them in-house, thus resulting in quicker paybacks and upfront cost savings. There is

a positive balance of \$31,489 remaining in the Johnson Controls CIP budget (CP0186) and staff would utilize these funds for this new project if approved by Council. From a financial perspective, the City spent just over \$1.2 million on electricity and natural gas during 2011 and staff would intend to derive valuable information, leading to net savings, from this latest assessment.

During Work Session, staff will present the above information and request direction from City Council. The alternative paths include:

- A. Direct staff to utilize the remaining \$31,489 from the Johnson Controls / energy efficiency CIP budget to implement an energy efficiency survey and prioritization involving municipal facilities (Staff Recommendation); or,
- B. Request that staff take no action at this time and leave the current balance in the Johnson Controls / energy efficiency CIP budget; or,
- C. An alternative recommendation, as provided by Council.

3. Solar Energy Installations & Initiatives

Two new municipal solar installations are expected in Park City during 2012. Overview details for each installation are summarized below:

Location:	Park City Police Facility (2060 Park Ave)
System Size:	22.0 Kilowatts (kW); 88 Solar Panels
Expected Annual Electricity:	35,000 kWh – 8% of Building's Total Electricity
Funding Sources:	\$67,500 from Rocky Mountain Power Blue Sky Grant \$46,000 from Department of Energy EECBG Grant \$113,500 Total (0% Cost Share from PCMC)
Expected Completion Date:	August 2012
Location:	Park City Transit and Public Works (1053 Iron Horse Dr)
System Size:	54.6 Kilowatts (kW); 214 Solar Panels
Annual Electricity Output:	87,000 kWh - 24% of Building's Total Electricity
Funding Source:	\$191,189 from Federal Transit Administration Grant \$47,797 from Local Transit Sales Tax Fund \$238,986 Total (20% Cost Share from PCMC)
Expected Completion Date:	October 2012

These two new installations are among the largest solar photovoltaic (PV) projects in the Park City area and increase the total size of projects developed by Park City Municipal from 44.1 kW to 120.7 kW, a 174% increase. The four prior City-developed solar installations include solar panels on the Ice Arena, Creekside Park Restrooms, Snow Creek Affordable Housing, and City Hall. All of these solar PV projects have performed without any issues or need for equipment maintenance or replacement. The two newest installations include American-made solar panels and components that come with a 25-year power output warranty.

In addition to completing solar installations on City facilities, staff has been working with a coalition of local governments in northern Utah as part of the Wasatch Solar Challenge. The challenge is being funded by a Department of Energy grant recently received by Salt Lake City. Sub-recipients of the grant include Park City, Summit County, Salt Lake County, Midvale and West Valley City. The goal of this partnership is to reduce the “non-hardware” costs for

installing solar panels and to make the process more efficient. Through early 2013, staff from multiple City departments will be working with other municipalities and experts in the field to improve and streamline the below areas of the solar installation process:

- Application, Permitting, Inspection, and Grid Interconnection
- Planning and Zoning
- Financing
- Net Metering and Interconnection Standards

Park City Municipal has participated in meetings related to the above areas and is developing an action plan, along with other municipalities, to create consistencies and make the installation process more efficient for both installers and property owners. Staff will report back to City Council regarding milestone achievements and will seek policy direction when needed.

Staff also maintains an active presence in the renewable energy policy realm in Utah. Park City Municipal has expressed support for rebates, and other state-wide programs, that will advance solar energy projects in Utah. Staff is part of a working group to extend and expand a Rocky Mountain Power-supported solar rebate program for homes and businesses. This program will be reviewed as part of a public policy-making process over the next few months and staff hopes to encourage a cost-effective solar rebate program for Rocky Mountain Power customers.

For the past two years (2011-2012) Park City Municipal has waived up to \$1,000 of the building permit and site inspection fee for new renewable energy projects. Staff is recommending that City Council continue this program through calendar year 2013. During 2011, the fee waiver was applied to three separate solar projects and the Building department has received permits for six new solar projects in 2012 (two of them being municipal installations). The fee waiver has been a tangible way for the City to support renewable energy within City limits while foregoing less than \$5,000 in permit fee revenues per year for the past two years. A draft resolution for extending the fee waiver is attached (Exhibit A) and, if directed by City Council, staff will return later this year for the resolution to be voted on by Council. Alternatives for Council consideration are included below:

- A. Direct staff to return to Council with a resolution supporting building permit and site inspection fee waivers, up to \$1,000 per project, for renewable energy projects completed in 2013. A draft resolution is attached— see Exhibit A (Staff Recommendation); or,
- B. Direct staff to not return to Council with a renewable energy fee waiver for projects completed in 2013; or,
- C. An alternative recommendation, as provided by Council.

4. Green Building Certifications

The City currently has a Green High Performance Building Requirement (Resolution 12-07) that references ENERGY STAR and Leadership in Energy and Environmental Design (LEED) as standards that PCMC will strive towards. The policy allows for additional project funding, up to 4% of total construction cost, to be applied to meet these goals. However, the policy does not require that LEED certifications be acquired for City facilities. During Work Session on May 31, 2012, the Mayor and City Council asked staff to research options and costs for pursuing green building designations for City facilities. This section of the Staff Report includes details on LEED certifications as well as an alternative path for promoting efficient buildings.

There are a variety of green and efficient building designations for commercial facilities, perhaps the most well-known are LEED and ENERGY STAR. LEED offers certifications for nine different project types including New Construction, Operations & Maintenance, Homes, Neighborhood Design, and more. The two most relevant LEED certifications for PCMC facilities are summarized below:

LEED for New Construction and Major Renovations

LEED for New Construction and Major Renovations applies only to new structures and major renovations and cannot be retroactively achieved for existing buildings. Past studies have indicated a soft cost to pursuing LEED for New Construction as 1.5% to 3.1% of total construction cost. These soft costs include additional expenses for design, documentation & fees, commissioning and energy modeling. There are typically hard cost premiums for LEED projects as well due to the products used in the exterior and interior designs. The hard cost premium has been estimated at 2% to 15% of total project cost, with the higher-end costs applying to projects that include significant amounts of renewable energy.

A 2007 study prepared for the Governor's Energy Office in Colorado found net lifecycle savings for most LEED buildings when factoring in utility savings. The actual lifecycle savings, or additional costs in some cases, were project-dependent and varied substantially depending on specific project details. In addition to quantified savings, LEED projects typically contribute positively towards improved occupant comfort, better integration into the surrounding environment, and less upstream impact on natural resources and ecosystems. The City's current policy is to design and build new buildings with these benefits in mind, thus capturing some of the financial and environmental payback, without formally certifying the construction.

LEED for Existing Buildings: Operations & Maintenance

LEED for Operations and Maintenance (LEED-O&M) is a designation that can be achieved for existing facilities. LEED O&M has recently surpassed LEED for New Construction as the most commonly achieved LEED certification. LEED O&M designates high performing buildings that are using less energy, water and natural resources while also improving the indoor environment. The rating system captures a building's physical systems (equipment, design, land use, etc.) plus how the building is occupied and operated by its managers (waste management, temperature monitoring, commuter behavior, etc.).

Pursuing LEED O&M for existing buildings would require significant staff time for the application, implementation, and documentation / tracking processes. Additional soft costs in the process include project registration (\$600 for non-LEED members) and a certification fee (average of \$2,000 per project). Licensed professionals and other certified contractors would likely have to participate as well. Similar to LEED for New Construction, hard costs would apply to certain building commissioning requirements and product procurement.

Alternative to LEED: PCMC Energy Assessment and ENERGY STAR

As discussed in the Municipal Carbon Footprint section of this Staff Report, staff is currently considering a follow-up energy survey to the Johnson Controls audit and upgrade completed in 2009. Rather than seeking energy assessment services along with full implementation of upgrades, staff is considering just the energy assessment portion in order to get a better grasp

of how City buildings are performing, what efficiency opportunities exist and if technical / maintenance issues exist.

The aforementioned project, potentially funded by \$31,489 already budgeted in CIP, could also include an ENERGY STAR analysis for major city facilities to benchmark our buildings against similar structures. For certification purposes, EPA and DOE offer a no-cost ENERGY STAR Partner designation to government entities that complete three steps: 1) Track energy performance; 2) Implement an energy performance plan; and, 3) Educate internal staff. A separate ENERGY STAR designation for buildings can be earned for facilities that perform in the top 25% of their class in terms of energy consumption. There is no application fee for pursuing this designation, but the documentation does need to be stamped by a professional engineer or architect. One downside to ENERGY STAR is that it's less holistic in its approach than LEED. ENERGY STAR focuses strictly on onsite energy consumption while LEED considers onsite energy plus a host of other green building criteria.

Staff is recommending that City Council approve the energy efficiency assessment for municipal facilities and also recommends that an ENERGY STAR survey for major City facilities be included as part of the project. ENERGY STAR is tailored for existing buildings and will provide the City with benchmarking as well as formal designation and award potential for municipal buildings. A summary of alternatives for Green Building Certifications is included below:

- A. Direct staff to complete an ENERGY STAR analysis of major facilities in conjunction with the efficiency assessment and prioritization project described in the Municipal Carbon Footprint section of this Staff Report. Assess whether to pursue formal LEED certification for New Construction on a project-by-project basis going forward. Do not pursue LEED O&M for existing facilities at this time. (Staff Recommendation); or,
- B. Do not pursue an ENERGY STAR analysis of existing facilities, or any other formal green criteria. Continue to follow the City's adopted Green High Performance Building Requirement.; or,
- C. An alternative recommendation, as provided by Council.

Pursuing any of the aforementioned green building certifications will require staff time and varying levels of City funding. Staff believes it can pursue ENERGY STAR within the existing CIP budget for energy efficiency projects, but pursuing any of the LEED ratings will require unbudgeted funding and/or higher upfront costs on new projects. As discussed above, potential payback times (through utility savings) for LEED have been found to be highly project-specific and require analysis on a case-by-case basis.

5. Carpool & High Efficiency Parking Signs

During a City Council meeting on May 31, 2012, staff presented details on the carpool and high efficiency vehicle parking signs at the PC MARC. These signs were installed in line with LEED guidelines in order to strive towards a specific LEED credit related to sustainable transportation. City Council directed staff to keep all of the existing parking signs at the PC MARC and also explore installing similar signs at other City facilities frequented by the public.

In line with Council direction, staff is recommending that carpool and high efficiency vehicle parking signs are installed at the following three facilities. All signs would be posted close to entryways, in priority parking locations, and the proposed number of signs for each location is included below:

- City Hall – 4 Carpool / High Efficiency Signs (100+ Total Parking Stalls)
- Ice Arena - 3 Carpool / High Efficiency Signs (116 Total Parking Stalls)
- Library - 3 Carpool / High Efficiency Signs (96 Total Parking Stalls)

Instead of having separate signs for carpools and high efficiency vehicles, staff is recommending one consolidated type of sign that is for both carpools and high efficiency vehicles. This will allow the City to convey its preference for more efficient travel choices while simultaneously saving money with the purchase of less total signs/poles. Staff is also recommending a passive enforcement approach for these priority stalls that relies primarily on the honor system and personal accountability by the public. Below is a summary of alternatives for Council to consider with this topic:

- A. Direct staff to install carpool / high efficiency vehicle signs at the following three City locations: City Hall (4 signs); Ice Arena (3 signs); Library (3 signs). Confirm that a passive enforcement approach is suitable for these priority parking spaces (Staff Recommendation); or,
- B. Direct staff to install carpool / high efficiency vehicle signs at different facilities, or in different quantities, than indicated in Alternative A and/or suggest a more proactive enforcement approach. This Alternative may require additional staff time and expenditures than required for Alternative A; or,
- C. Do not pursue additional carpool / high efficiency vehicle signs at this time.

6. Climate Change Adaptation

Climate change adaptation planning is a proactive approach to addressing the myriad threats of climate change and its current plus future anticipated impacts. In addition to changes observed to-date, the scientific consensus is that some additional level of climate warming and disruption will occur, regardless of carbon mitigation efforts. Numerous government, academic, non-profit, and for-profit entities have begun creating formal adaptation guidelines to prepare for such future conditions. Park City Municipal has been actively participating in one of these ventures, along with a group of regional partners. City Council formally endorsed staff's participation in this group, known as the Western Adaptation Alliance, by passing a resolution in October 2011. Details on the Alliance and a list of its partners are included as Exhibit B in this Staff Report.

Staff has continued to participate in climate adaptation activities in 2012 and attended a regional conference with other members of the Western Adaptation Alliance in April. Since then, staff has been working with the Planning department on integrating climate adaptation considerations into the City's General Plan. Park City Municipal is also part of a collaboration, alongside regional government agencies, citizens, and other stakeholders, to create a Community Wildfire Protection Plan (CWPP). Although wildfire mitigation efforts aren't strictly related to climate adaptation planning, warmer temperatures are expected to create more frequent and severe wildfire threats in the West.

Staff has not embarked upon creating a full-scale climate adaptation plan, but rather has been focused on introducing the concept of adaptation into certain elements of City operations (e.g., the General Plan). As the Western Adaptation Alliance develops, the group will continue to seek grant funding and collective learning opportunities to advance adaption efforts in the

communities involved. Staff has historically placed more effort into climate mitigation activities such as reducing our municipal and community carbon footprints. However, as the adaptation field matures Park City is well-positioned to take advantage of best practices developed by others and create a more formal adaptation plan as staff time and funding opportunities allow.

7. Environmental Heroes Award

City Council created the Environmental Heroes Award in 2010 to honor community members who have made exceptional efforts to protect the environment and/or inspired others to embark upon a commitment to environmental stewardship. City Council awarded Andy Beerman and Thea Leonard, from Treasure Mountain Inn, with the inaugural Environmental Heroes Award in December 2010 for their commitment to sustainable business practices. The Environmental Heroes award was presented during a City Council meeting and included a recycled glass plaque plus a Press Release and webpage article at ParkCity.org. No other community members have received the award since that time.

Staff has recently received some recommendations for potential future recipients of the Environmental Heroes Award. Next steps include convening a Selection Committee Meeting to review the recommendations and decide whether to present the award. The current Selection Committee includes Sustainability staff and two elected officials (Dana Williams & Cindy Matsumoto). Staff is seeking direction from City Council on whether to present another Environmental Heroes award in 2012. Staff is also requesting confirmation regarding which two elected officials would like to participate as part of the Selection Committee – past participants can remain active as part of the committee if that is Council's preference.

- A. Direct staff to convene a Selection Committee meeting and decide on the next Environmental Heroes Award recipient before year-end 2012. Confirm which two elected officials will participate in the Selection Committee process alongside Sustainability staff (Staff Recommendation).
- B. Do not present an Environmental Heroes Award in 2012.
- C. An alternative recommendation, as provided by Council.

Department Review:

Sustainability, Building Maintenance, Legal and the Acting City Manager reviewed this report and their feedback was incorporated.

Alternatives:

Some of the items in this Staff Report are strictly informational updates. However, staff is requesting City Council direction on the below five items presented in the Analysis section.

Topic #2: Municipal Carbon Footprint / Energy Efficiency Project

- A. Direct staff to utilize the remaining \$31,489 from the Johnson Controls / energy efficiency CIP budget to implement an efficiency survey and prioritization involving municipal facilities (Staff Recommendation); or,
- B. Request that staff take no action at this time and leave the current balance in the Johnson Controls / energy efficiency CIP budget; or,
- C. An alternative recommendation, as provided by Council.

Topic #3: Renewable Energy Permit Fee Waiver

- A. Direct staff to return to Council with a resolution supporting building permit and site inspection fee waivers, up to \$1,000 per project, for renewable energy projects completed in 2013. A draft resolution is attached for reference – see Exhibit A (Staff Recommendation).
- B. Direct staff to not return to Council with a renewable energy fee waiver for projects completed in 2013.
- C. An alternative recommendation, as provided by Council.

Topic #4 Green Building Certifications

- A. Direct staff to complete an ENERGY STAR analysis of major facilities in conjunction with the efficiency assessment and prioritization project described in the Municipal Carbon Footprint section of this Staff Report. Assess whether to pursue formal LEED certification for New Construction on a project-by-project basis going forward. Do not pursue LEED O&M for existing facilities at this time. (Staff Recommendation); or,
- B. Do not pursue an ENERGY STAR analysis of existing facilities, or any other formal green criteria. Continue to follow the City's adopted Green High Performance Building Requirement.; or,
- C. An alternative recommendation, as provided by Council.

Topic #5 Carpool & High Efficiency Parking Signs

- A. Direct staff to install carpool / high efficiency vehicle signs at the following three City locations: City Hall (4 signs); Ice Arena (3 signs); Library (3 signs). Confirm that a passive enforcement approach is suitable for these priority parking spaces (Staff Recommendation); or,
- B. Direct staff to install carpool / high efficiency vehicle signs at different facilities, or in different quantities, than indicated in Alternative A and/or suggest a more proactive enforcement approach. This Alternative may require additional staff time and expenditures than required for Alternative A; or,
- C. Do not pursue additional carpool / high efficiency vehicle signs at this time.

Topic #7 Environmental Heroes Award

- A. Direct staff to convene a Selection Committee meeting and decide on the next Environmental Heroes Award recipient before year-end 2012. Confirm which two elected officials will participate in the Selection Committee process alongside Sustainability staff (Staff Recommendation).
- B. Do not present an Environmental Heroes Award in 2012.
- C. An alternative recommendation, as provided by Council.

Significant Impacts:

Some of the items in this Staff Report are strictly informational updates. In instances where Council direction is requested, the impacts will vary and have been discussed in the Analysis section.

Recommendation:

Staff recommends that City Council review the Environmental Update and provide policy direction and prioritization where requested.

Exhibits (Included):

Exhibit A - Resolution for Building Department Fee Waivers on New Renewable Energy Projects in 2013

Exhibit B - Resolution Supporting a Regional Climate Adaptation Planning Alliance

Exhibit A - Resolution for Building Department Fee Waivers on New Renewable Energy Projects in 2013

Resolution No. __-12

**RESOLUTION FOR BUILDING DEPARTMENT FEE WAIVERS
ON NEW RENEWABLE ENERGY PROJECTS IN 2013**

WHEREAS, Commercial and residential buildings use 42% of Utah's total energy; and

WHEREAS, the current energy mix for electricity generation in Utah includes a high reliance on finite fossils fuels, including 82% coal and 15% natural gas; and

WHEREAS; the deployment of clean, renewable energy technologies contributes positively to a wide variety of environmental, social, and economic goals; and

WHEREAS; Park City Municipal Corporation has completed six separate clean energy projects on City-owned buildings since 2009 and encourages similar development within the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, UT as follows:

1. Building Fee Waiver. The City will waive Building Permit and Site Inspection fees, up to \$1,000 per site, for new solar PV, solar thermal, and small-scale wind projects completed within City limits during 2013. The waiver will be handled on a project-by-project basis as an administrative approval by the City Manager. All local land use and building regulations will remain in effect for renewable energy projects and building permits will still be required.
2. Expiration Date. The fee waiver will remain in effect until December 31, 2013. Staff will return to City Council after this expiration date for direction on whether the waiver should be extended.

PASSED AND ADOPTED this ____ day of _____ 2012.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit B - Resolution Supporting a Regional Climate Adaptation Planning Alliance

Resolution No. __-11

RESOLUTION SUPPORTING THE ESTABLISHMENT AND EFFORTS OF REGIONAL CLIMATE ADPATATION PLANNING ALLIANCE

WHEREAS, the governments of Fort Collins, Las Vegas, Flagstaff, Denver, Boulder, Park City, Salt Lake City, Tucson, and Boulder County (the Partners) joined together in a collaborative process to explore climate change adaptation planning; and

WHEREAS, the Urban Sustainability Directors Network provided funding to the Partners to enable them to come together and share and explore planning frameworks, creative ideas, and knowledge about climate adaptation planning; and

WHEREAS, the Partners held two meetings in 2011, the first in Las Vegas and the second in Park City, as well as several conference calls; and

WHEREAS, the Partners have benefited greatly from these meetings and the associated dialogue about climate change and planning for the future of a changing climate; and

WHEREAS, the Partners have published the following document: “Report on Climate Change and Planning Frameworks for the Intermountain West,” and

WHEREAS, the Partners acknowledge that climate change is already having a significant impact on western and southwestern states, and that local communities have a critical role, and indeed an obligation to their citizens, to anticipate, plan, and prepare for impacts associated with climate change; and

WHEREAS, the Partners acknowledge that some of the impacts of climate change are regional in nature and will require regional cooperation and planning to effectively prepare our local communities for future conditions; and

WHEREAS, given the success of the Partners to date, they agree that the establishment of an ongoing Regional Climate Adaptation Planning Alliance (the Alliance) would of great value to our local communities and to the region as a whole; and

WHEREAS, such an Alliance would enable continued learning, knowledge transfer, and regional collaboration; and

WHEREAS, the Alliance plans to continue to communicate on a regular basis with telephone meetings and through other methods in order to assist each other, to share progress, and to discuss climate change-related topics and associated adaptation strategies with respect to:

- Economic Health and Resilience

- Climate Change Science
- Municipal Water Supply Planning
- Forest Management
- Emergency Management
- Transportation Planning
- Human Health and Related Services
- Agricultural Impacts and Food Security
- Energy Generation, Supply, and Security

And any other area of cooperation that the parties may agree upon; and

WHEREAS, the Alliance wishes to affirm the partnership and the desire for future collaboration, knowledge transfer, and dialogue; and

WHEREAS, any commitment of financial or human resources is voluntary and not obligatory and none of the parties are expected to collaborate on matters where internal prohibitions exist; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah that the City Council hereby declares its support for the establishment of a Regional Climate Adaptation Planning Alliance and the membership of Park City in said Alliance.

PASSED AND ADOPTED this 27 day of October, 2011.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

City Council Staff Report



Subject: Old Town Height Discussion – Kimball Arts Center¹
Author: Thomas Eddington, Planning Director
Date: August 23, 2012
Type of Item: Worksession

Context

Old Town, specifically the commercial core/Main Street, is divided into two (2) zoning districts: the Historic Recreation Commercial (HRC) district and the Historic Commercial Business (HCB) district. These two zones combined encompass some 38 acres of Park City's 11,608 total acres. While less than one-half-of-one-percent (.3%) of the City's land area, Old Town is the soul of Park City, it is the origin of both our mining past and the "base" of our current resort economy. Generating \$105,000,000 in total sales in 2011, Main Street ranks second to only Deer Valley in terms of sales dollars generated.

Main Street is a gem to protect for future generations; yet it is also a district that is challenged by current economic demands and opportunities. According to the Park City Year-Round Economic Generator Study, completed in 2011:

...barring significant change in the current policies of Park City, the Main Street district currently does not have much opportunity for new development and is essentially "build-out." While the projected retail demand analysis indicates that the supportable square footage of retail in the Main Street district will increase over the next 10 years, the local development community will likely be unable to add significant additional retail square footage to the Main Street market. Therefore, as supply remains fixed and demand increases, rental rates may increase over the next 10 years. Development activity in the Main Street area over the next decade would likely involve the redevelopment or repositioning of existing storefronts or parcels, rather than the vertical or horizontal addition of new square footage.

As is true with any proposed development, the planning process must balance design and economics. The surest method by which to analyze this balance, this give/get, is to look at a specific project in detail. The proposed development at the Kimball Arts Center, at the northwest corner of Main Street and Heber Avenue, offers just such an opportunity. While there has been no application submitted to the Planning Department for Planning Commission review, staff wanted to bring this before the City Council in a proactive manner that allows for policy discussion.

Policy Considerations for this Work Session

1. Does Council believe that a collaborative effort may yield the best result? (this does not necessarily mean allowing exactly what has been proposed in conceptual drawings)

¹ The preliminary analysis in this report is based upon incomplete information and may change based upon the submittal of a complete application and full review process.

2. Does the Council believe that the Planning Department should continue to examine increased opportunities to utilize the MPD in the commercial areas of Main Street?
3. Is the proposed height of 80' a non-starter for the Council? If so, what does Council believe an appropriate height to be? Or would the Council prefer more information and Staff analysis to be presented for review?
4. Would the Council consider allowing rooftop open space/gardens to count toward MPD open space requirements?
5. Does Council prefer that the Kimball Arts Center consider alternative zoning recommendations to bring back to the Planning Commission and Council for review?

The Proposed Project – Concept

The Kimball Arts Center (KAC) is located in a 13,434 SF (one story above ground; one story below and $\pm 7,584$ SF footprint) structure located at 638 Park Avenue; on an 18,295 SF parcel (.42 acres). The current building was built in 1929 to replace the Kimball Brothers Livery Stable. The site is listed on the Park City Historic Sites Inventory (HSI) and noted as a Landmark Structure, the City's highest designation. The structure underwent extensive interior alterations in 1976 to accommodate the use as an art center, but the exterior remains largely as it was originally constructed. The changes are minor and do not affect the site's original design character.



In February 2012, the Kimball Arts Center (KAC) completed an international design competition for the creation of an expanded facility (on the current site) that resulted in the announcement that Bjarke Ingels Group (BIG) of NYC/Copenhagen had won the competition.



Proposed Project:

Additional Footprint:	5,620 SF
Additional SF of Floor Area:	22,800 SF
Additional SF of Open/Circulation Area	7,781 SF
Height:	80 feet

Copenhagen-based BIG's new addition to the Kimball Art Center in Park City, Utah, expands exhibition space for the center, which serves as both a community hub and a theater for Sundance House, a screening venue for the 10-day Sundance Film Festival. "They wanted a landmark, but it [Park City] is, at the same time, a very tight-knit community," says project leader Leon Rost. "We really needed to find a way to resonate with the history." The addition comprises two stacked gallery spaces that can be used as screening rooms during the festival. The lower volume is oriented along the original city grid, but the upper volume is angled toward Heber Avenue, the newer gateway to the city. The addition's walls are formed from stacked timbers—salvaged from a defunct trestle that crossed, and then collapsed into, the Great Salt Lake—that twist to accommodate the shift. "It has a textural quality," Rost says of the wood. The building is targeting LEED Platinum status.

architectmagazine.com (April 3, 2012)



The Land Management Code

The proposed project is located within the City's Historic Recreation Commercial (HRC) Zoning District. The proposed use, an art museum, is not specifically allowed in the zone. While an "art museum" is not specifically listed with the zone's Conditional Uses either, the proposed facility would be classified as a Public and Quasi-

Public Institution, Church, School. Such use(s) requires a Conditional Use Permit (CUP) review by the Planning Commission.

Any application for a Conditional Use Permit would require that the project meet the following parameters:

Height:	32'
Setbacks	
Front:	10'
Rear:	10'
Side:	5' (10' on a corner lot)
Floor Area Ratio (FAR) ² :	1 (for structures located east of Park Avenue and built after October 1, 1985 and proposing non-residential uses...except in the Heber Avenue Sub-Zone in which this project is located).

§15-2.5-10 (Heber Avenue Sub-Zone) of the Land Management Code's section addressing the Historic Recreation Commercial zoning district notes that:

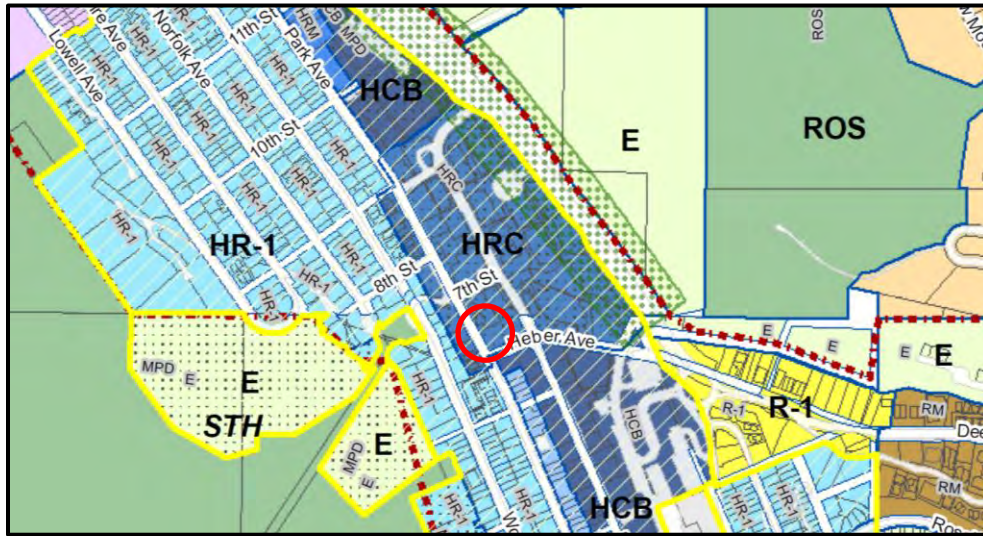
Properties fronting on the north side of Heber Avenue, and east of Park Avenue, are included in the Heber Avenue Sub-Zone for a depth of 150 feet (150') from the Street Right-of-Way. Within the Heber Avenue Sub-Zone, all of the Site Development standards and land Use limitations of the HRC District apply, except:

- (A) The Allowed Uses within the sub-zones are identical to the Allowed Uses in the HCB District.*
- (B) The Conditional Uses within the sub-zone are identical to the Conditional Uses in the HCB District.*
- (C) The Floor Area Ratio limitation of the HRC District does not apply.*

Given that the Kimball Art Center's property extends approximately 135 feet from the Street Right-of-Way, the proposed use would be an Allowed Use, not a Conditional Use, AND there would be no FAR applicable on site. This would allow for increased square feet to be built on site. To illustrate; with a FAR of one (1), the maximum allowable building size (Gross Floor Area) is 18,295 SF, equal to the size of the parcel. With no FAR, in theory the maximum building size would simply be dictated by lot size, less setbacks, up to three (3) stories (or 32'). If the lot were vacant, this would allow a building size of approximately 38,709 SF (three stories x 12,903 SF footprint (after setbacks are removed)); however the lot has an existing Landmark Historic Structure located on the western half of the parcel. The Historic District Design Guidelines would prohibit the construction of any building "over" or "on top of" the existing building. The remainder of the lot, the un-built portion, has capacity for new development from both a Land Management Code and Historic District Design Review perspective.

The Master Planned Development (MPD) process is allowed in the Historic Recreation Commercial (HRC) zoning district provided that the "subject property and proposed MPD includes two (2) or more zoning designations." This site does NOT cross two (2) or more zoning designations and, therefore, does NOT require or allow the MPD process.

² Floor Area Ratio (FAR) is defined as the maximum allowed Gross Floor Area divided by the Area of the Lot or Parcel (LMC §15-15-13-1.106).



The Master Planned Development (MPD) process originated began in 1984. At that time, the MPD process was applicable/available for all zoning districts in the City, except for the historic zones (e.g. HR-2, HRL, ROS, and SF). Over the years, it appears that both the Planning Commission and City Council saw the benefits of addressing larger-scale projects through the MPD process and subsequent amendments were made to the Land Management Code to allow MPDs (as conditioned via established criteria) in additional zones. As noted above, currently an MPD is allowed in the HRC, HCB, HR-1, HR-2 zones provided the site crosses two zones. The Planning Department is in the process of recommending changes to this code to the Planning Commission. Given the benefits of utilizing the MPD process to ensure improved design opportunities for larger projects, the Planning Department is recommending that the requirement for sites within the HRC and HCB zones to cross two (2) zones be removed. This would require future applicable projects within the two (2) historic commercial zones to go through the MPD process. The City Council should weigh in on this staff recommendation given that the approval of such would allow the Kimball Arts Center to proceed with an MPD to be heard by the Planning Commission. Does the City Council believe that Staff should pursue this change to the MPD section of the Land Management Code? Another alternative might be to allow MPDs in the Heber Avenue Sub-Zone. This would limit the use of the MPD to the area north of Heber Avenue (for 150 feet), between Park Avenue and Deer Valley Drive – basically the Sky Lodge property and the Kimball Arts Center properties.

The MPD process would allow for the Planning Commission to consider an increase in building height. Currently, any building constructed on site could not exceed the zone height of 32'. With an MPD, there is no height limit; however any increase granted for building height cannot result in increased square footage (beyond what the underlying zone allows) for the building. The Sky Lodge MPD was approved in 2004 with a maximum height of 62' (the density did not change, but open space on site was preserved at the ground level and density was moved up into the taller portions of the building). In the case of the Kimball Arts Center, the maximum square footage for a building(s) on site is 38,709. The total square feet of the existing building and proposed addition is 36,234 (excluding the internal open space/circulation) and 44,015 (including the internal open space/circulation). While staff does not have a complete application or drawings, etc. to do a complete analysis, we have based the above information on input from the Kimball Arts Center. Additional detailed analysis would be necessary to finalize any calculations. It is worth noting that the MPD section of the code addressing height does state that any granted "increase in Building Height does not result in increased square

footage or Building Volume over what would be allowed under the zone required Building Height and Density...” With this provision, staff’s initial take is that internal open space and/or circulation would count toward the total square feet of a building. In this case, the 44,014 SF number would apply and would have to be reduced to 38,709 SF to meet the MPD requirement for the height exception³. Again, there is no maximum height per the MPD process. Does the City Council believe that one should be considered for the Main Street district? If so, what might that be? Or would the City Council prefer that staff conduct additional analysis regarding building heights along Main Street and present to both the Planning Commission and City Council?

Finally, the open space requirement for Master Planned Developments is 60% unless the project is for the redevelopment of existing developments which allows for a 30% open space requirement. While the Kimball Arts Center expansion would be considered a redevelopment proposal given the existing development on site, therefore requiring 30% open space, they would still not be able to meet this criterion given their location and proposed infill in the commercial core Main Street. From a best practices planning perspective, the open space requirement for projects located in the dense core of the City is not a good policy – the core should maintain a building fabric that fronts Main Street, remains relatively solid (with the exception of a pocket park), maintains visual interest and variation, etc. This is the reason that parking lots or even over-sized plazas don’t work along tightly knit main streets – they break up the rhythm. The Planning Department has been considering the creation of a new open space standard for projects in the denser commercial core. Does the City Council think that Planning should continue to pursue this option? In the case of the Kimball Arts Center, the proposal includes use of the rooftops (on the existing and proposed addition) for outdoor terraces. Would the City Council consider MPD amendments that allow this “open” space to count toward the MPD requirement?

General Analysis of Gives/Gets

The issue at hand is one of mass and scale...and economics; the height of buildings in Old Town has been a long-standing discussion and challenge as Park City continues to evolve into a multi-seasonal resort community. The onset of the ski-resort economy saw the State’s first condominium project built at the top of Main Street. The continued growth of this economy saw the rise of the second-home market in the City as well as the construction of new hotels and condominiums to meet this new demand. Property values and incomes rose. In 1981, the Sundance film festival moved into Park City, lured by the attraction of the ski resort ambiance and so recommended by Hollywood director Sydney Pollack, according to folklore. This addition of entertainment/arts to the community forever changed the appeal of the community and elevated it to a higher status among our ski town peers. The diversification of our economy is an ongoing effort and essential to our continued success as a resort – think mountain biking and our recent attainment of Gold Level status per the International Mountain Bicycling Association. We have become a multi-season recreational community; for residents and visitors alike. Council should consider, and balance, the benefits of a world-class art museum as you consider the height and impact of the proposed facility on the historic district. While the exact nature of the Kimball Art Center’s operational needs and/or aspirations are not included in this report, there may be an opportunity to incorporate other elements into this facility, including meeting/conference space that might benefit retailers/restaurants on Main Street.

Make no mistake; all of this must be weighed against the mass/scale and design of the proposed building – does it fit into Old Town and meet the requirements of the Historic District Design Guidelines? Juxtaposing

³ A portion of this total square footage (that which is completely below grade) and may count as “basement” and not count toward the total site suitability analysis that determines allowable square footage above grade. Until formal site plans are submitted, these details cannot be finalized.

new buildings with old, if done well, can highlight the district's historic buildings; however there are a number of guidelines that must be applied and analyzed in terms of the proposed structure. Some of the immediate guidelines include:

Universal Guidelines (All Apply)

1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features.
2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved.
3. The historic exterior features of a building should be retained and preserved.
4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. Owners are encouraged to reproduce missing historic elements that were original to the building, but have been removed. Physical or photographic evidence should be used to substantiate the reproduction of missing features.
5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element should match the original in design, dimension, texture, material, and finish. The applicant must demonstrate the severity of deterioration or existence of defects by showing that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
6. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines, such as incompatible windows, aluminum soffits, or iron porch supports or railings, may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.
7. Each site should be recognized as a physical record of its time, place and use. Owners are discouraged from introducing architectural elements or details that visually modify or alter the original building design when no evidence of such elements or details exists.
8. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. Treatments that cause damage to historic materials should not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.
9. New additions, exterior alterations, or related new construction should not destroy historic materials, features, and spatial relationships that characterize the site or building.
10. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored.

Specific Guidelines – Section D. Additions to Historic Structures

D.1. Protection for Historic Structures and Sites

D.1.1 Additions to historic buildings should be considered only after it has been demonstrated by the owner/applicant that the new use cannot be accommodated by altering interior spaces.

D.1.2 Additions should be visually subordinate to historic buildings when viewed from the primary public right-of-way.

D.1.3 Additions should not obscure or contribute significantly to the loss of historic materials.

D.1.4 Where the new addition abuts the historic building, a clear transitional element between the old and the new should be designed and constructed. Minor additions, such as bay windows or dormers do not require a transitional element.

D.1.5 Retain additions to structures that have achieved historic significance in their own right.

D.2. General Compatibility

D.2.1 Additions should complement the visual and physical qualities of the historic building.

D.2.2 Building components and materials used on additions should be similar in scale and size to those found on the original building.

D.2.3 Window shapes, patterns and proportions found on the historic building should be reflected in the new addition.

D.2.4 Large additions should be visually separated from historic buildings when viewed from the public right of way.

D.2.5 In-line additions should be avoided.

The General Plan and Relevant Policies

When in doubt and in need of some guidance regarding how to balance so many competing issues, it is a good idea to review the General Plan. The following policies are taken from the current General Plan for the City:

Historic Core Policies

The designated historic district, which is subject to special design and preservation regulations, best defines the historic core of the City. Citizens feel strongly that the core must continue to provide a range of services for residents, while also functioning as an attraction for tourists. The goal for the historic district is to maintain it as the center of the community, not just as a stage set for tourism. The following policies will help accomplish this goal:

- *Keep City and other government offices and services in the downtown, to*

maintain the function of the historic core as a gathering place. Similarly, concentrate in the historic area certain commercial uses that attract and encourage interaction among local residents (e.g., bookstores, card shops, coffee shops, and post office).

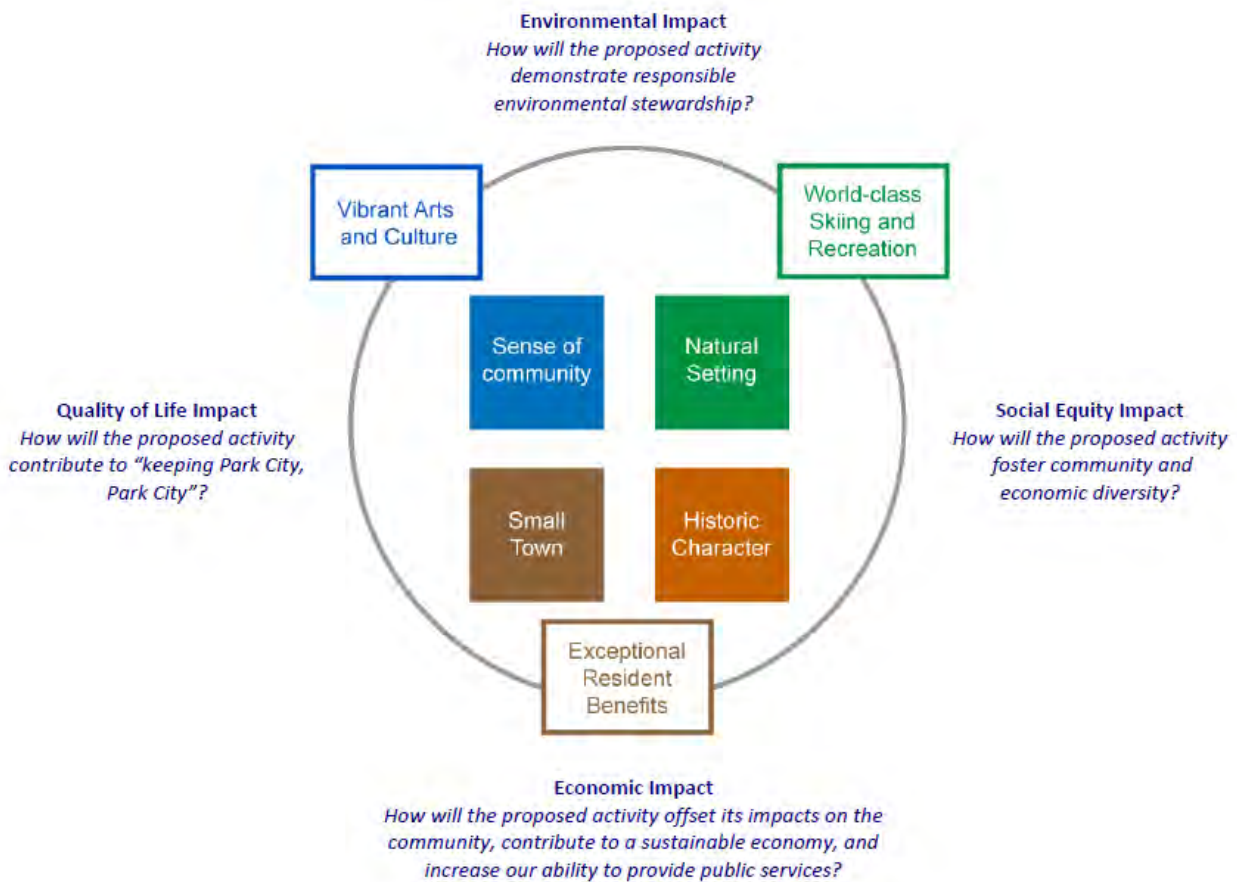
- To maintain commercial viability, promote year-round demand by residents and workers for services, restaurants, entertainment, and similar uses in the core.*
- Maintain the historic character of buildings.*
- Support programs that make the downtown attractive to potential businesses.*
- Work to ensure the continued livability of residential areas around the historic commercial core.*

Community Economy Policies

Park City's economic base depends on skiing, tourism, arts, and recreation. Retail, lodges, services, professionals, and nonprofit organizations also support and are supported by the resort economy. Essential to long-term viability is the unique, varied, high quality, and welcoming experience Park City offers to both residents and a diverse visitor population.

- Maintain and improve the resort ambience which includes adequate opportunities for recreation, shopping, dining and culture.*
- Recognize potential conflicts between our resident population and economic growth resulting from the increase in tourism and mitigate these conflicts to the extent possible.*
- Emphasize the community as an attraction for tourists while recognizing the tourist economy results in many of amenities desired by our residents.*
- Encourage a variety of recreation opportunities with good seasonal variation.*
- Promote activities during the non-peak winter season to increase variation.*
- Historic and cultural tourism is an important component of the City's economy and should be enhanced as opportunities become available.*
- Support local ownership of businesses as well as externally-owned businesses that serve and enhance the tourism economy and provide employment opportunities to local resident.*
- Examining ways to diversify the economy in order to broaden the long term economic health of the community without competing with established tourism based businesses.*

This quick review of the General Plan’s policy statements indicates a strong sentiment to protect the historic core while diversifying the economy. The question is how to balance these issues. The Visioning Filter below may provide some methodology to address this:



The City’s Core Values are noted in the center boxes; one of these is Historic Character. The middle ring identifies the attributes and qualities that make Park City unique and sets us apart from other communities that may also have similar core qualities; vibrant arts and culture are included here. These attributes are part of who Park City is today. Unlike our Core Values, these attributes may evolve and change over time.

With the Kimball Art Center’s desire to expand operations, grow the museum, increase exposure and provide an improved cultural resource for the community, it appears that this “attribute” is preparing to “evolve.” The question is, how is this “attribute” going to be integrated into the community without changing one of our Core Values – Historic Character.

Alternatives

If the City Council believes the best approach is to consider amendments to the Master Planned Development (MPD) process, such would allow the opportunity for the Kimball Arts Center project to be heard before the Planning Commission. In no way does this guarantee any approval; there are many criteria that must be addressed for an MPD to be approved. If the City Council does not believe that amendments should be made to the MPD section of the Land Management Code, then the Kimball Arts Center would need to consider other

options. Without an MPD, the current proposal would not meet the height requirements of the Historic Recreation Commercial (HRC) zoning district. These options might include:

- Bring a zone change recommendation to the Planning Commission and City Council that would allow for increased heights;
- Bring forth recommended changes for the Heber Avenue Sub-Zone section of the Historic Recreation Commercial (HRC) zoning designation; or
- Consider applying for a Variance to the Board of Adjustment.

Department Review

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

Council Considerations and Recommendations

1. Does Council believe that a collaborative effort may yield the best result; this does not necessarily mean allowing exactly what has been proposed in conceptual drawings?
2. Does the Council believe that the Planning Department should continue to examine increased opportunities to utilize the MPD in the commercial areas of Main Street?
3. Is the proposed height of 80' a non-starter for the Council? If so, what does Council believe an appropriate height to be? Or would the Council prefer more information and Staff analysis to be presented for review?
4. Would the Council consider allowing rooftop open space/gardens to count toward MPD open space requirements?
5. Does Council prefer that the Kimball Arts Center consider alternative zoning recommendations to bring back to the Planning Commission and Council for review?



Executive

City Council Staff Report

Subject: Park City 2030 Long Range Strategic Plan
Author: Bret Howser
Department: Executive
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendation: Staff is asking that Council take public input and provide final direction for edits prior to final adoption, at a future Council meeting, of the Park City 2030 strategic plan.

Topic/Description: Strategic Planning

Background:

Over the past several months, staff has been working alongside the Leadership ICMA team on the layout, content and eventual implementation of the City's long-range strategic plan. The process for creating the Park City 2030 strategic plan has been very involved and included input from staff, Council and the community. The Leadership ICMA team worked closely with a steering committee which included both City staff and community representation. The ICMA team also interacted with a panel of business leaders from the community, generated input from a community open house, met key local and regional representatives, presented to the City's management team and had drafts of the document directly reviewed by Council members.

On July 12, 2012, the Leadership ICMA Team presented to Council the recommended draft of Park City 2030, the City's long-range strategic plan. Council took public input, provided some feedback, and directed staff to return with a work session for further input. On August 9, 2012, staff returned in work session to receive Council's comments and edits and to have further discussion on the document. Time was limited during that work session and Council asked staff to return later in August for continued discussion. Staff is returning for final comments and edits prior to adopting the document by resolution at a future Council meeting.

Analysis:

Multiple Council members have asked staff what changes were made to the document since the Capstone Team presented it in July. The following list calls out those changes, which are minor:

- The Table of Contents was edited to remove a double entry;
- A bullet point for "Adaptive Reuse" was added under the Park City Character "Approach" on page 2; and
- Wasatch County and other local governmental entities were added under Regional Collaboration and Partnership "Approach" on Page 2.

Furthermore, a few potential edits were put forth during the July site visit by Council members and the public. These were discussed again on August 9, but no clear direction was received. Staff would like direction from a majority of Council prior to making the following adjustments:

- Recommendation by a Council member to adjust key indicators that measure "Good" or "Excellent" citizen responses to just "Excellent" responses

- Some of the more significant Council discussion has been held on this point. Staff recommends that we measure both Good & Excellent combined, as well as Excellent responses alone. These can be easily combined into the same measure and shown side by side on a chart.
- Add “Multi-Seasonal Economy” and “Support Local Businesses” to the desired outcomes for Inclusive Community of Diverse Economic & Cultural Opportunities
 - Staff does not recommend including “support local businesses” as a desired outcome, because it is a more specific strategy rather than an outcome. The City would support local businesses in order to attain outcomes such as “Residents live and work locally,” and “Jobs paying a living wage.” The strategy for supporting local businesses is generally addressed in the Approaches section and will be more specifically addressed in the team and department level business plans.
- Add “Retention & Upward Mobility” to the desired outcomes for Responsive, Cutting-Edge & Effective Government
 - Staff does not recommend including this as a desired outcome, for the same reasoning as described above. Providing upward mobility is a strategy for obtaining the desired outcomes of “Engaged, capable workforce”. The strategy to achieve this will be addressed in Human Resources’ business plan.
- Set a regular interval for updates to the Community Vision in the Implementation section.
 - Staff is supportive of this and recommends a longer interval of about seven years, with check-in’s on the Vision biennially using the National Citizens’ Survey/Community Satisfaction Survey.

Staff will incorporate Council’s comments as well as public input and return with a final draft to be adopted by resolution on August 23.

Department Review: This report was reviewed the Park City 2030 Steering Committee, the City Attorney and the City Manager.

Recommendation: Staff is asking that Council take public input and provide final direction for edits prior to final adoption, at a future Council meeting, of the Park City 2030 strategic plan.

City Council Staff Report



Subject: Resolution Proclaiming September, 2012 as National Preparedness Month in Park City
Author: Hugh Daniels, Emergency Program Manager
Department: Executive
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendations:

Consider adopting a Resolution proclaiming September, 2012 as National Preparedness Month in Park City.

Topic/Description:

The Congress and President of the United States have for the fifth year in a row, proclaimed September, 2012 as National Preparedness Month. Park City has begun and is continuing to develop its *Be Ready Park City* campaign that builds on the Federal Emergency Management Administration (FEMA) *Ready* campaign and the State of Utah's *Be Ready Utah* campaign to assist our citizens and businesses in preparing for natural disasters and human caused emergencies.

Park City Municipal Corporation is a Member of the National Preparedness Coalition and continues to work with a diverse group of individuals, agencies and associations to better prepare our community.

During times of severe emergencies and disasters, basic city services will be overwhelmed. It is inherent that all citizens and businesses be prepared to care of themselves and their neighbors until additional help is available. We are asking all our citizens to make a plan and become better prepared in conjunction with this year's National Preparedness Month's theme "Pledge to Prepare."

Department Review:

The City Manager and Legal Offices have reviewed the Resolution.

Recommendation:

Consider adopting a Resolution proclaiming September, 2012 as National Preparedness Month in Park City.

Exhibits:

Exhibit A: Resolution proclaiming September 2012 as National Preparedness Month



Exhibit A: Resolution proclaiming September 2012 as National Preparedness Month

Resolution No. 12-

**RESOLUTION PROCLAMING SEPTEMBER, 2012 AS
NATIONAL PREPAREDNESS MONTH IN PARK CITY, UTAH**

WHEREAS, the Congress and President of the United States have designated September, 2012 as National Preparedness Month; and

WHEREAS, "National Preparedness Month" creates an important opportunity for every resident of Park City to prepare their families, homes, businesses and community for any type of emergency including natural disasters and human caused emergencies; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses and community can reduce fatalities and economic devastation within our communities and in our nation; and

WHEREAS, the Federal Emergency Management Agency's *Ready* Campaign, the State of Utah's *Be Ready Utah* Campaign and Park City's *Be Ready Park City* Campaign along with other federal, state, local, tribal, territorial, private and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every citizen of Park City and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that we are prepared for disasters and emergencies of any type.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim September, 2012 as National Preparedness Month in Park City and encourages all citizens and businesses to develop their own emergency preparedness plan, prepare their own families and businesses and work together toward creating a more prepared society.

PASSED AND ADOPTED this 23rd day of August, 2012.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



City Council Staff Report

Subject: China Bridge Stairwell Project
Author: Brian Andersen
Department: Public Works
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendations:

Award a contract to Commercial Restoration Services to replace the south tower stair treads and landings, patch deck coatings, and make miscellaneous other repairs in the China Bridge Parking Structure in an amount not to exceed \$86,246.

Topic/Description:

China Bridge Stairwell Project

Background:

The China Bridge Parking Structure was completed in the fall of 1986. It is a combination cast-in-place and post-tensioned (PT) structure. In 2006 the parking structure addition was completed.

In fall 2008 the City contracted with Carl Walker Parking Consultants to perform an appraisal on the entire structure to determine overall condition. Key items have been completed which protect the structural elements, such as post-tensioned cable repairs and waterproofing coating to protect those cables. Other elements including the stairs were also identified as needing attention.

Analysis:

An RFP was published per City procurement standards and was also posted on bidsync.com. Two firms submitted proposals: Commercial Restoration Services and Gerber Construction. A review committee of staff from Capital Projects and Public Works reviewed the responses. This committee determined both were qualified to do the work.

Staff determined the following items identified in the RFP will be addressed:

- Replacement of the stair treads and landings and refurbishing the steel coatings.
- Traffic Coating Touch Up (small area on Level S2 and some nicks and scrapes).
- Vertical concrete repair such as the exterior southwest column.
- Abrade slick pedestrian plates.
- Remove old pay station pedestals.

Both firms identified some on grade concrete repair, but staff determined this is not major in nature and could be delayed until a future construction season.

The costs for the above work items are shown in the following table:

Item	Commercial Restoration Services	Gerber Construction
1. Stairwell Replacement	\$62,796	\$81,000
2. Traffic Coating Touch Ups	\$4,646	\$5,200
3. Vertical Concrete Repair	\$2,225	\$4,250
4. Abrade Steel Pedestrian Plates	\$751 (epoxy coating)	\$300 (needle gun)
5. Remove Pay Station Pedestals	\$806	\$1,100
Mobilization, Engineering and Bonding	\$15,022	included
Total	\$86,246	\$91,850

For Item 1 there is a degree of unknown risk associated with the condition of the structural steel in the stairwell. It appears this steel is intact and will not need replacement. However covered portions, inaccessible until removal of the old stair treads and landings, may be in need of replacement. Both respondents felt the steel is sound, but there is a small chance staff may return with a change order for this item.

The project is budgeted and funded will be funded within the CP0177-031475 capital projects fund.

Department Review:

This report has been reviewed by Capital Projects, Legal and Public Works departments. The contract has been reviewed by Legal as part of the procurement process.

Alternatives:

Approve: Award a contract to Commercial Restoration Services to replace the south tower stair treads and landings, patch deck coatings, and make miscellaneous other repairs in the China Bridge Parking Structure in an amount not to exceed \$86,246. This is staff's recommendation.

- A. Deny:** This action would delay repairs to a later date and increase the potential for more costly repairs.
- B. Modify:** This action could be used if Council determined changes to the scope of the repairs were warranted.
- C. Continue the Item:** Delaying the item could result in more costly repairs in the future.
- D. Do Nothing:** This option could result in more costly future repairs to the parking structure.

Significant Impacts:

The stairwell will be closed for the duration of the project, scheduled for early September for several weeks. The project will occur during the shoulder season.

Pedestrians will be directed via signs to additional stairs, primarily the stairs located between the two structures. Minor impacts to small drive land areas when coating touchups occur.

Consequences of not taking the recommended action:

Additional intrusion of corroding elements will result, ultimately leading to structural issues with the parking structure. Costly repairs will be required in the future.

Recommendation:

Award a contract to Commercial Restoration Services to replace the south tower stair treads and landings, patch deck coatings, and make miscellaneous other repairs in the China Bridge Parking Structure in an amount not to exceed \$86,246.



City Council Staff Report

Subject: Renewal/Amendment Right-of-Way Grant for
Serial Number UTU-45920
Rossie Hill Drive, Coalition View Court and Deer Valley Loop

Author: Matthew Cassel, P.E., City Engineer

Department: Engineering

Date: August 23, 2012

Type of Item: Administrative

Summary Recommendations:

The Council should authorize the Mayor to execute the attached Right-of-Way Grant with the Bureau of Land Management (BLM) for road easements located on BLM property.

Topic/Description:

Sections of Rossie Hill Drive (290 lineal feet) and Coalition View Court (152 lineal feet) cross land owned and maintained by the BLM. These crossings were allowed per an agreement made with BLM on September 12, 1980. This agreement expired on December 31, 2010. Staff has been working with the BLM to renew these grants.

During the application process, it was found that a section of Deer Valley Loop (93 lineal feet) also crosses BLM property. The attached grant has been amended to include this road section of Deer Valley Loop. A map showing the sections of road which are part of this agreement is included in the attached exhibit.

Background:

On September 12 1980, Park City signed a Grant of Right-of-Way document with BLM for the continued use of sections of Rossie Hill Drive and Coalition View Court which cross BLM land. This agreement had a termination date of 30 years from the date of the decision. In this case, the termination date was December 31, 2010.

Analysis:

The current grant agreement was a 30 year grant that expired on December 31, 2010. This new agreement will be issued in perpetuity.

This grant was determined by BLM to be rental exempt, which means that Park City does not have to pay for the rental, because Park City is a local government.

Park City received the decision from BLM issuing the grant on July 31, 2012. The terms of the grant require Park City to sign the forms agreeing to the terms and conditions within 30 days of receiving the decision. Therefore, the forms must be returned no later than August 31, 2012.

Department Review:

This report has been reviewed by City Manager, Public Works, Building and Legal. All issues have been resolved.

Alternatives:**A. Approve the Request:**

This is the staff's recommendation.

B. Deny the Request:

If this request is denied, the grants for these three roads would remain expired and allowed use of these road sections could be revoked by BLM.

C. Continue the Item:

If the Council needs more information the item can be continued, but this would cause the same consequence as denying the request because the grant agreements must be signed and delivered to BLM by August 31, 2012.

D. Do Nothing:

This option would cause the same consequence as denying the request.

Significant Impacts:

Rossi Hill Drive, Coalition View Court and Deer Valley Loop are all part of our current road and trail system and are vital links for the Rossi Hill section of Old Town. The inability to use the section of Coalition View Court that crosses BLM property would make it impossible for 10 existing homeowners to access their property. The inability to use the section of Deer Valley Loop that crosses BLM property would reduce access to this neighborhood to one street entrance and would compromise the Fire District's ability to maneuver in case of an emergency. The inability to use the section of Rossie Hill Drive that crosses BLM property would make it impossible to access over 12 existing homes, would reduce access to Echo Spur, Silver Pointe Subdivision and the McHenry Drive areas to only Ontario Avenue and would compromise the Fire District's ability to maneuver in case of an emergency.

Consequences of not taking the recommended action:

By not commencing with the grant agreement now could result in the loss of use of the roads and thus numerous residents would not have access to their properties and the Fire District would have a more difficult time reaching and maneuvering in the Rossie Hill area during an emergency situation.

Recommendation:

The Council should authorize the Mayor to execute the attached Right-of-Way Grant with the Bureau of Land Management (BLM) for road easements located on BLM property.

Exhibits:

Exhibit A: Right-of-Way Renewal/Amendment Grant UTU-45920

Exhibit B: Right-of-Way Granted, 1980 Agreement

2800
U-45920

Salt Lake District Office
2370 South 2300 West
Salt Lake City, Utah 84119

CERTIFIED MAIL--Return Receipt Requested

SEP 16 1980

Park City Corporation : U-45920
Park City, Utah 84060 : Right-of-Way
: Date of Grant:
: Amount of Payment: Free
CFR-2802.1-2(a)(2)

Enclosed is the grant for the subject right-of-way. Regulation 43
CFR 2802.1-2(a)(2) exempts Park City from payment as an instrument of
of State Government.

This document is for your files and a copy of the same are on file at
this office for official government use.

Sincerely yours,

/s/ Jack C. Peterson

Jack C. Peterson
Bear River Resource Area Manager

Enclosures

ENRudd:mt 9/12/80

EAR
9/16/80

2800
U-45920

Salt Lake District Office
2370 South 2300 West
Salt Lake City, Utah 84119

DECISION

SEP 16 1980

Right-of-Way Granted

Serial Number: U-45920

Name of Grantee: Park City Corporation
Park City, Utah 84060

Map showing the location
and dimensions of grant Snow Park Subdivision
BLM permit application
Rossi Hill, Park City, Utah

Date Filed May 7, 1980

Permitted Use Public road

Authority: Title V of the Federal Land Policy
and Management Act of Oct. 21, 1976
(90 Stat. 2776; 43 U.S.C. 1761)

Effective date: The effective date of this decision.

Termination Date: 30 years from the date of this decision.

Rental

Amount: -Free *Exempt*

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. Applicable regulations in 43 CFR Part 2800.

2. All valid rights existing on the date of this grant.
3. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
4. The Grantee shall indemnify the United States against any liability for damage to life or property rising from the use and occupancy of BLM administered lands under this right-of-way.
5. The right-of-way granted herein is an easement issued pursuant to the authority cited above.
6. There is hereby reserved to the Secretary of the Interior, or his lawful delegate the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.
7. The Grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The Grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on the Public Lands authorized for use under this grant.
8. Subject to the stipulations in Appendix A, attached hereto and made a part hereof.

/S/Frank W. Snell

District Manager

Enclosure-Appendix A

ERudd:mt 9/12/80

EWK
9/16/80

Appendix A

1. Historical and Archeological Values--The Grantee will be particularly alert in construction operations to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the right-of-way. Should such sites, ruins or artifacts be discovered during construction, the Grantee will immediately suspend construction work involving the area in question and advise BLM's District Manager of the suspended values. The District Manager will promptly have the area inspected to determine significance of the values and appropriate action to follow (salvage, etc., and resumption of construction). Cost of any salvage work will be borne by the Grantee. All objects of antiquity salvaged from public lands are the property of the United States Government and will be turned over to the BLM.
2. Within 30 days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, will be disposed of in accordance with instructions of the Authorized Officer.
3. Grantee shall provide for the protection and enhancement of aesthetic values in the planning, construction and maintenance of the area.
4. All disturbed area will be reshaped to a more or less original contour and established to a lawn grass mixture by seeding with 40-50 lbs of a commercial lawn grass mixture.
5. When all development and rehabilitation have been completed, a joint compliance check of the right-of-way will be made by the Grantee and the authorized officer or his designated representative to determine compliance with the terms and conditions of this grant. Grantee will perform at his own expense any required modifications or additional reclamation work needed to comply with the terms of this grant.

Acceptance:

9/12/80
Date


Authorized Signature
Mayor, Park City, Ut.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Salt Lake Field Office

2370 South 2300 West

Salt Lake City, UT 84119

ph: (801) 977-4300; Fax: (801) 977-4397

www.ut.blm.gov/saltlake_fo



IN REPLY REFER TO:
2800 (UTW011)
UTU-88326

JUL 31 2012

Certified Mail No. – 7008 3230 0002 7181 8688
Return Receipt Requested

DECISION

Processing and Monitoring Categories and Rental Determined Right-of-Way Renewal\Amendment Grant UTU-45920 Offered

Matthew Cassel
Park City Municipal Corporation
P O Box 1480
Park City UT 84060-1480

Re: Park City Deer Valley Roads – Parcel 18

Dear Mr. Cassel:

Right-of-way renewal\amendment application UTU-45920 may be approved subject to the terms and conditions contained in the enclosed grant document in perpetuity. If you agree with the terms and conditions, both copies of the grant form should be signed by the authorized official of your organization and the signed copies returned to our office within 30 days from the date of this letter.

This grant is determined to be exempt from processing and monitoring fees under the provisions of Title 43, Code of Federal Regulations, Section 2804.16(a). This grant is further determined to be rental exempt under the provisions of Title 43, Code of Federal Regulations, Section 2806.14(a)(2).

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4, and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A

petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied;
- (2) The likelihood of the appellant's success on the merits;
- (3) The likelihood of immediate and irreparable harm if the stay is not granted; and
- (4) Whether the public interest favors granting the stay.

We will issue the right-of-way when we receive the signed grant forms. Should both copies of the grant form not be returned within the time allowed the application will be rejected by the authorized officer.

If you have any questions, please contact Dave Watson, Realty Specialist, at the above address or call 801- 977-4368.

Sincerely,



Michael G. Nelson
Assistant Field Manager
Non-renewable Resources

3 Enclosures:

- 1 - Right-of-Way Grants (2)
- 2 - Appeals Information (Form #1842-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
- AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF
APPEAL.....

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL.....

SALT LAKE FIELD OFFICE, BUREAU OF LAND MANAGEMENT
2370 SOUTH 2300 WEST, SALT LAKE CITY, UTAH 84119

WITH COPY TO
SOLICITOR...

OFFICE OF THE REGIONAL SOLICITOR, DEPARTMENT OF THE INTERIOR
6201 FEDERAL BLDG, 125 SOUTH STATE STREET, SALT LAKE CITY, UTAH 84138-1180

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO
SOLICITOR.....

OFFICE OF THE REGIONAL SOLICITOR, DEPARTMENT OF THE INTERIOR
6201 FEDERAL BLDG, 125 SOUTH STATE STREET, SALT LAKE CITY, UTAH 84138-1180

4. ADVERSE PARTIES.....

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

5. PROOF OF SERVICE.....

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

6. REQUEST FOR STAY.....

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

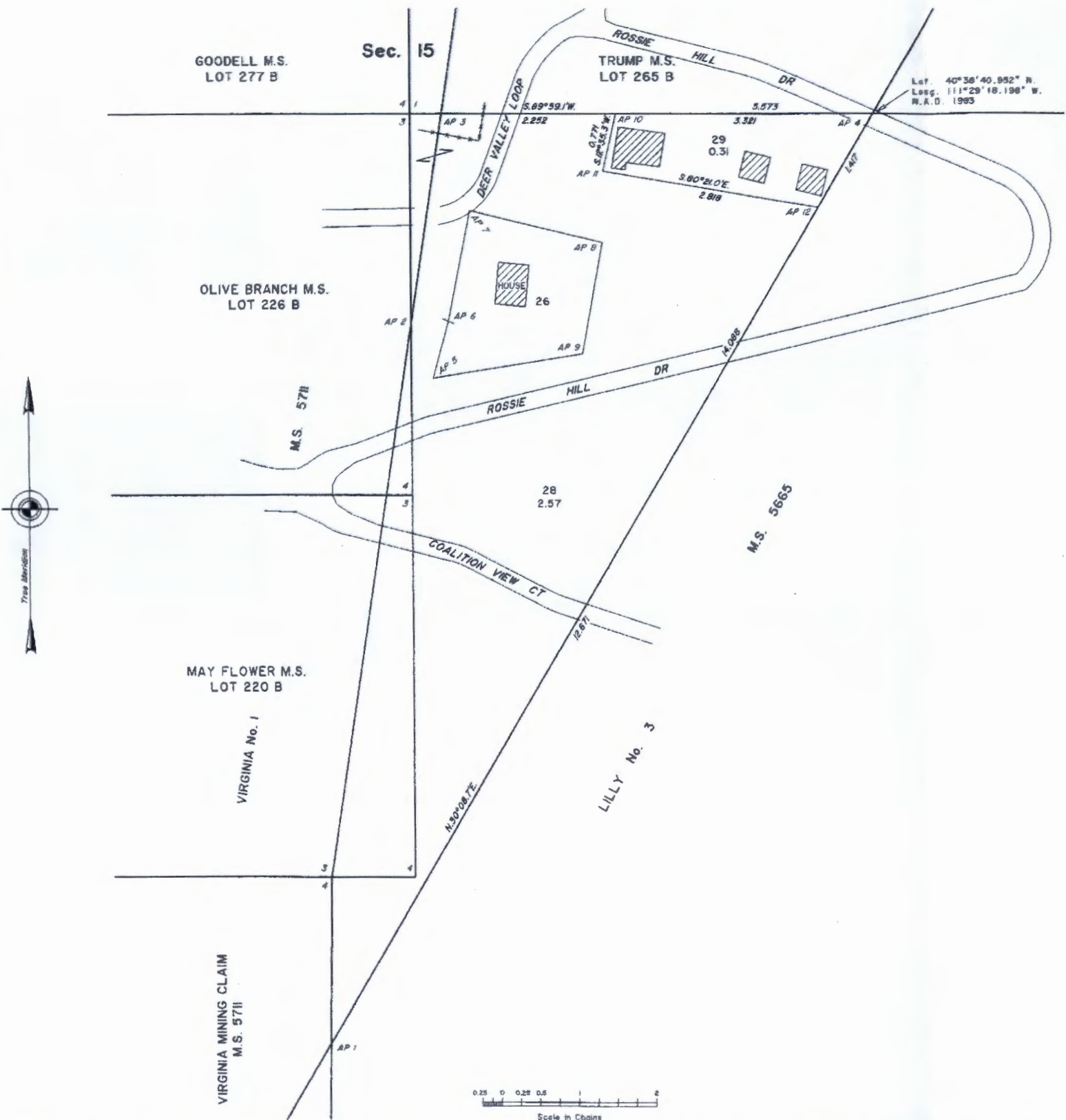
STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ----- Alaska
Arizona State Office ----- Arizona
California State Office ----- California
Colorado State Office ----- Colorado
Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
Idaho State Office ----- Idaho
Montana State Office ----- Montana, North Dakota and South Dakota
Nevada State Office ----- Nevada
New Mexico State Office ---- New Mexico, Kansas, Oklahoma and Texas
Oregon State Office ----- Oregon and Washington
Utah State Office ----- Utah
Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)

TOWNSHIP 2 SOUTH, RANGE 4 EAST, OF THE SALT LAKE MERIDIAN, UTAH.
DEPENDENT RESURVEY AND SURVEY



This plat represents the dependent resurvey of a portion of old Lot 25 in section 15, designed to restore the corners in their true original locations according to the best available evidence, and the survey of Lot 29, in section 15, in T. 2 S., R. 4 E., Salt Lake Meridian, Utah.

NOTE: Lot 28 area is equal to old Lot 25 minus new Lot 29.

A history of surveys is contained in the field notes. Except as indicated hereon, the lottings and areas are as shown on the plat approved November 17, 2003.

Survey executed by Daniel T. Gillins, Cadastral Surveyor, beginning June 22, 2009, and completed June 26, 2009, pursuant to Special Instructions dated June 22, 2009 for Group No. III8, Utah.

EXHIBIT B

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salt Lake City, Utah August 7, 2009

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director
Daniel W. Webb
Chief Cadastral Surveyor for Utah

442-AW

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RENEWAL/AMENDMENT RIGHT-OF-WAY GRANT

SERIAL NUMBER UTU-45920

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Park City Municipal Corporation
445 Marsac Ave.
Park City, UT 84060-1480

receives a right to operate, maintain, and terminate three existing roads as portrayed on the Maps attached, on public lands described as follows:

T. 2 S., R. 4 E., SLM, Summit County, Utah
Section 15: Portions of Lots 26, 28 and 29.

The legal description above is hereby amended from that of the original grant for these roads due to a Dependent Resurvey and Survey of public land in Section 15 completed August 7, 2009 by BLM Cadastral Surveyors (Refer to Exhibit B – Cadastral Resurvey\Survey Plat).

b. The right-of-way area granted herein for the various road segments which cross the parcel of public land identified in 2.a. above is as follows:

Rossie Hill Drive – 290 feet long by 50 feet wide = .33 acre
Coalition View Court – 152 feet long by 50 wide = .17 acre
Deer Valley Loop Road – 93 feet long by 50 wide = .11 acre

This right-of-way area is hereby amended to include Deer Valley Loop, which was not a part of the original grant for these roads. This amendment adds approximately .11 acre to the right-of-way area. Total area granted under this right-of-way is .61 acres, more or less.

c. This instrument is issued in perpetuity unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. Notwithstanding the perpetual nature of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

This grant is determined by the authorized officer to be rental exempt under the provisions of Title 43, Code of Federal Regulations, Section 2806.14(a)(2) as the holder is a local government.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The maps, and stipulations contained in Exhibits A (Location Map) and B (Survey Plat) and C (Special Stipulations) attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Title)

(Date)

(Signature of BLM Authorized Officer)

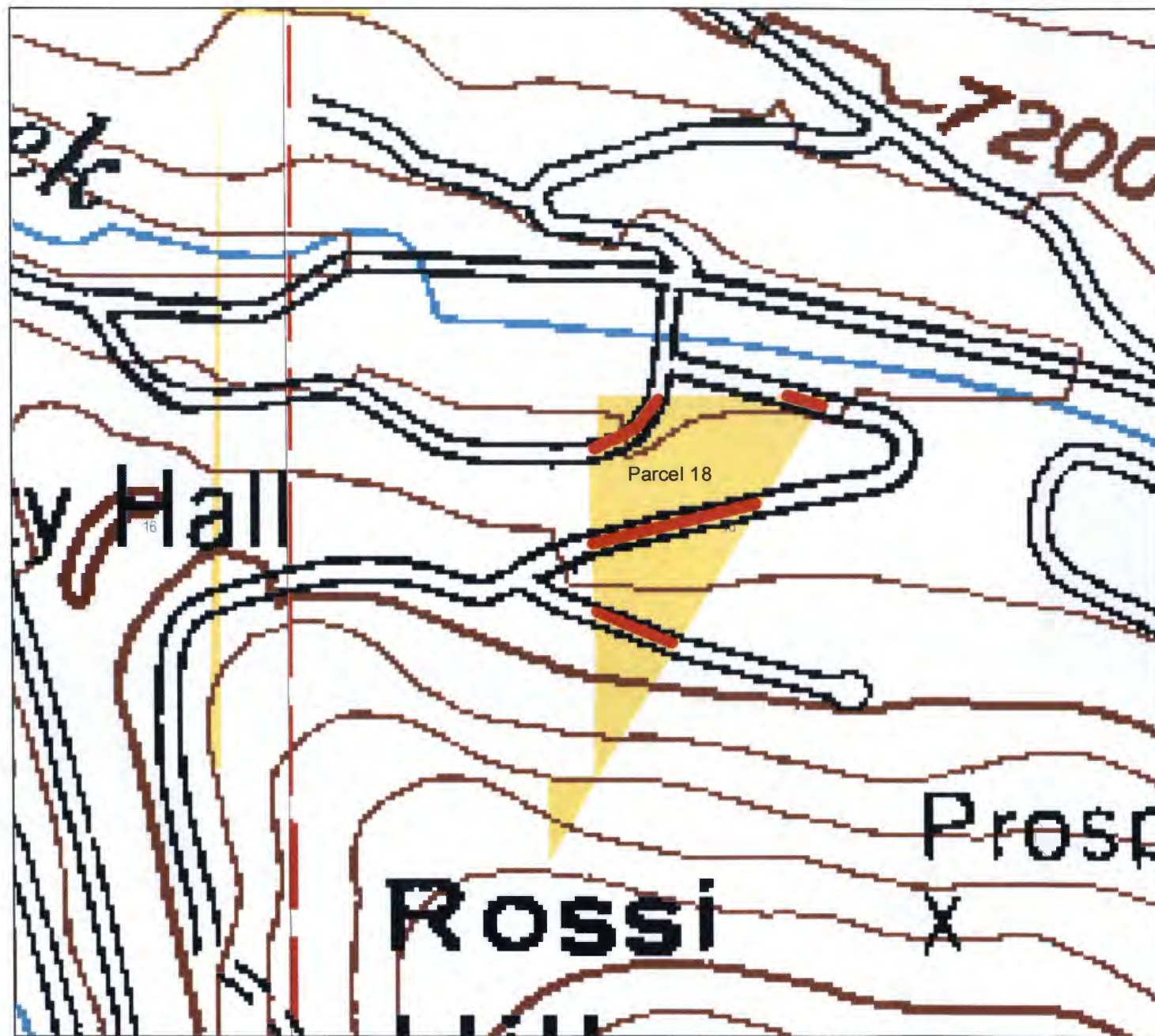
Assistant Field Manager, Non-Renewable
(Title)

(Effective Date of Grant)

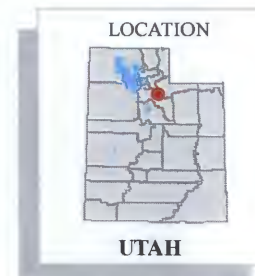
PARK CITY DEER VALLEY STREETS ROW UTU-45920

July 2012

EXHIBIT A



- BLM ROW
- Land Status**
- Bureau of Land Management
- Private
- State



U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SALT LAKE FIELD OFFICE



This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation network has not been verified.



1:3,000
(when plotted at 8.5" x 11")

EXHIBIT "C"
SPECIAL STIPULATIONS FOR RIGHT-OF-WAY GRANT UTU-45920

1. The holder shall survey and clearly mark the centerline and/or exterior limits of the right-of-way.
2. The holder shall conduct all activities associated with the operation, maintenance and termination of the right-of-way within the authorized limits of the right-of-way. Use of vehicles or equipment outside of the established boundary of the right-of-way is strictly prohibited. Any violations of this stipulation shall be grounds for termination of the right-of-way.
3. The holder shall operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the terms, conditions and specials stipulations contained in of this grant. Any relocation, additional construction, or use that is not in accord with the approved grant, shall not be initiated without the prior written approval of the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
4. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when surface disturbing operational or maintenance activities are underway.
5. All design, material, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
6. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support equipment.
7. The holder shall meet Federal, State, and local emission standards for air quality.
8. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations). Equipment shall be cleaned of all caked mud, dust and plant material before entering the right-of-way area.
9. Use of herbicides shall comply with the applicable Federal and state laws. Herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of herbicides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of herbicides shall be approved in writing by the authorized officer prior to such use.
10. If during any phase of the operation, maintenance or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.
11. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the

authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

12. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
13. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will:
 - a. Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - c. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - d. Notify the Northern Utah Interagency Fire Center (801) 908-1901 (or 911) immediately of the location and status of any escaped fire.
14. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.
15. The holder shall maintain the right-of-way area in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
16. The holder is strictly prohibited from storing, or disposing of any toxic or hazardous substance on the right-of-way area.
17. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock or facilities constructed within the right-of-way.
18. The holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.

19. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is transferred out of Federal ownership and administration of the ROW or the land underlying the ROW is not reserved to the United States in the patent/deed and/or the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications or assignments and for BLM to approve or recognize such amendments, modifications or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.
20. The holder shall contact the authorized officer to arrange a pre-termination conference 180 days prior to termination of the right-of-way. This conference will be held to review the termination provisions of the grant.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RENEWAL/AMENDMENT RIGHT-OF-WAY GRANT

SERIAL NUMBER UTU-45920

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Park City Municipal Corporation
445 Marsac Ave.
Park City, UT 84060-1480

receives a right to operate, maintain, and terminate three existing roads as portrayed on the Maps attached, on public lands described as follows:

T. 2 S., R. 4 E., SLM, Summit County, Utah
Section 15: Portions of Lots 26, 28 and 29.

The legal description above is hereby amended from that of the original grant for these roads due to a Dependent Resurvey and Survey of public land in Section 15 completed August 7, 2009 by BLM Cadastral Surveyors (Refer to Exhibit B – Cadastral Resurvey\Survey Plat).

b. The right-of-way area granted herein for the various road segments which cross the parcel of public land identified in 2.a. above is as follows:

Rossie Hill Drive – 290 feet long by 50 feet wide = .33 acre
Coalition View Court – 152 feet long by 50 wide = .17 acre
Deer Valley Loop Road – 93 feet long by 50 wide = .11 acre

This right-of-way area is hereby amended to include Deer Valley Loop, which was not a part of the original grant for these roads. This amendment adds approximately .11 acre to the right-of-way area. Total area granted under this right-of-way is .61 acres, more or less.

c. This instrument is issued in perpetuity unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. Notwithstanding the perpetual nature of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

This grant is determined by the authorized officer to be rental exempt under the provisions of Title 43, Code of Federal Regulations, Section 2806.14(a)(2) as the holder is a local government.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The maps, and stipulations contained in Exhibits A (Location Map) and B (Survey Plat) and C (Special Stipulations) attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Title)

(Date)

(Signature of BLM Authorized Officer)

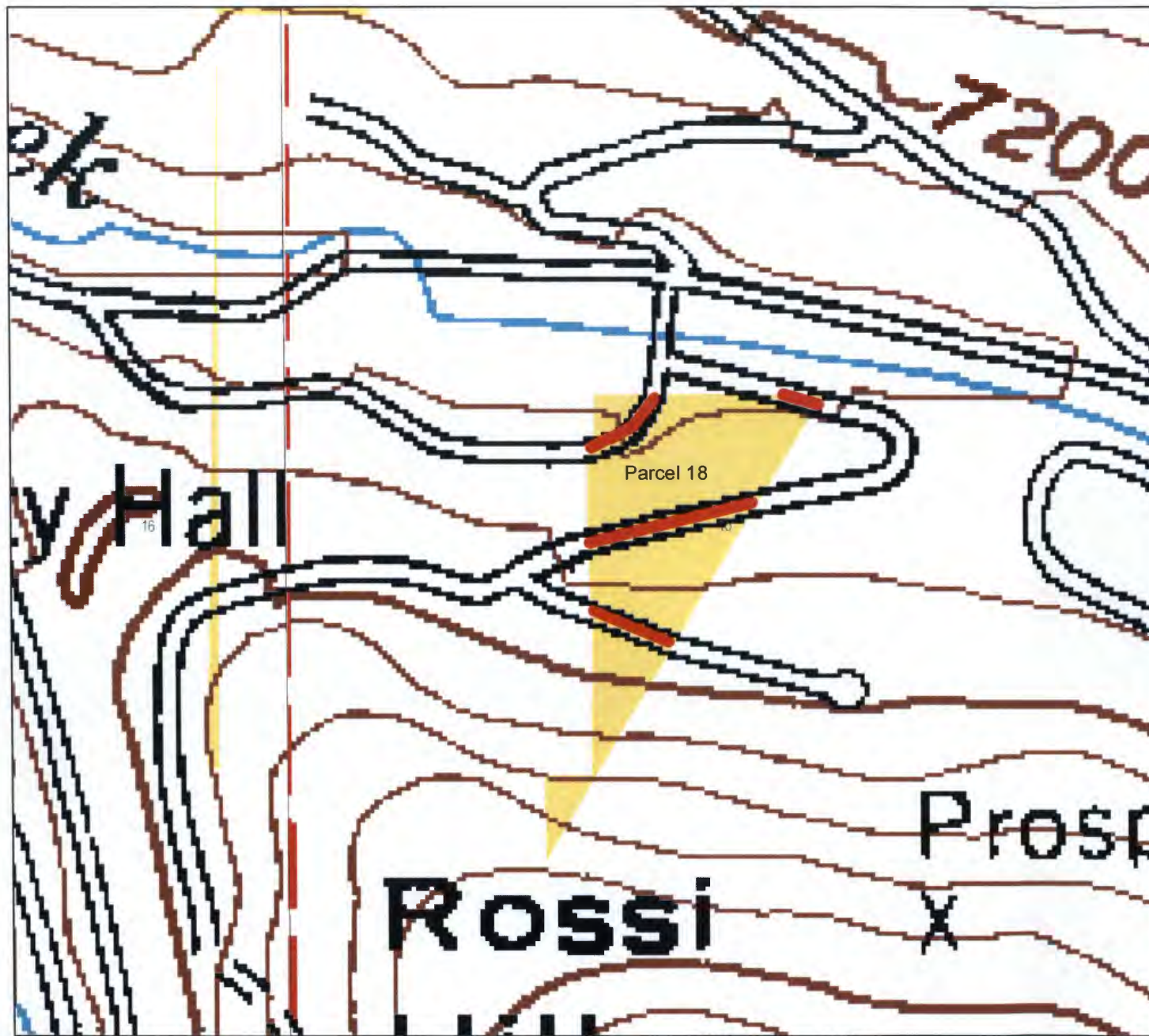
Assistant Field Manager, Non-Renewable
(Title)

(Effective Date of Grant)

**PARK CITY DEER VALLEY
STREETS ROW UTU-45920**

July 2012

EXHIBIT A



- BLM ROW**
- Land Status**
- Bureau of Land Management
 - Private
 - State



U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SALT LAKE FIELD OFFICE



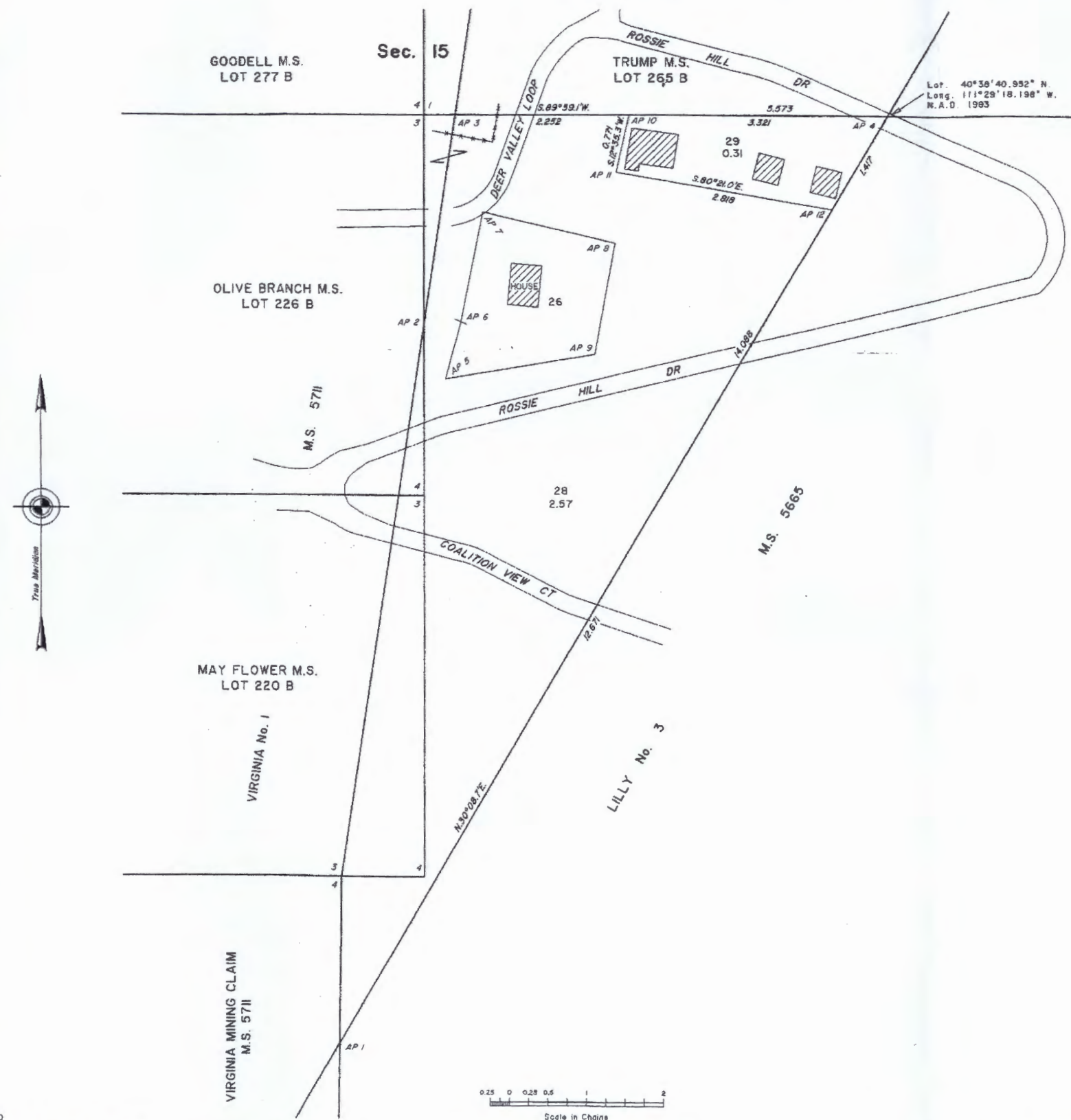
This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation network has not been verified.

0 105 210 420 630 840 Feet

1:3,000
(when plotted at 8.5" x 11")

TOWNSHIP 2 SOUTH, RANGE 4 EAST, OF THE SALT LAKE MERIDIAN, UTAH.

DEPENDENT RESURVEY AND SURVEY



This plat represents the dependent resurvey of a portion of old Lot 25 in section 15, designed to restore the corners in their true original locations according to the best available evidence, and the survey of Lot 29, in section 15, in T. 2 S., R. 4 E., Salt Lake Meridian, Utah.

NOTE: Lot 28 area is equal to old Lot 25 minus new Lot 29.

A history of surveys is contained in the field notes. Except as indicated hereon, the lottings and areas are as shown on the plat approved November 17, 2003.

Survey executed by Daniel T. Gillins, Cadastral Surveyor, beginning June 22, 2009, and completed June 26, 2009, pursuant to Special Instructions dated June 22, 2009 for Group No. 1118, Utah.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salt Lake City, Utah August 7, 2009

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Daniel W. Webb

Chief Cadastral Surveyor for Utah

EXHIBIT B

EXHIBIT "C"
SPECIAL STIPULATIONS FOR RIGHT-OF-WAY GRANT UTU-45920

1. The holder shall survey and clearly mark the centerline and/or exterior limits of the right-of-way.
2. The holder shall conduct all activities associated with the operation, maintenance and termination of the right-of-way within the authorized limits of the right-of-way. Use of vehicles or equipment outside of the established boundary of the right-of-way is strictly prohibited. Any violations of this stipulation shall be grounds for termination of the right-of-way.
3. The holder shall operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the terms, conditions and special stipulations contained in of this grant. Any relocation, additional construction, or use that is not in accord with the approved grant, shall not be initiated without the prior written approval of the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
4. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when surface disturbing operational or maintenance activities are underway.
5. All design, material, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
6. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support equipment.
7. The holder shall meet Federal, State, and local emission standards for air quality.
8. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations). Equipment shall be cleaned of all caked mud, dust and plant material before entering the right-of-way area.
9. Use of herbicides shall comply with the applicable Federal and state laws. Herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of herbicides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of herbicides shall be approved in writing by the authorized officer prior to such use.
10. If during any phase of the operation, maintenance or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.
11. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the

authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

12. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
13. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will:
 - a. Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - c. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - d. Notify the Northern Utah Interagency Fire Center (801) 908-1901 (or 911) immediately of the location and status of any escaped fire.
14. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.
15. The holder shall maintain the right-of-way area in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
16. The holder is strictly prohibited from storing, or disposing of any toxic or hazardous substance on the right-of-way area.
17. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock or facilities constructed within the right-of-way.
18. The holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.

19. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is transferred out of Federal ownership and administration of the ROW or the land underlying the ROW is not reserved to the United States in the patent/deed and/or the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications or assignments and for BLM to approve or recognize such amendments, modifications or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.
20. The holder shall contact the authorized officer to arrange a pre-termination conference 180 days prior to termination of the right-of-way. This conference will be held to review the termination provisions of the grant.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF
APPEAL.....

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL.....

SALT LAKE FIELD OFFICE, BUREAU OF LAND MANAGEMENT
2370 SOUTH 2300 WEST, SALT LAKE CITY, UTAH 84119

WITH COPY TO
SOLICITOR...

OFFICE OF THE REGIONAL SOLICITOR, DEPARTMENT OF THE INTERIOR
6201 FEDERAL BLDG., 125 SOUTH STATE STREET, SALT LAKE CITY, UTAH 84138-1180

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO
SOLICITOR.....

OFFICE OF THE REGIONAL SOLICITOR, DEPARTMENT OF THE INTERIOR
6201 FEDERAL BLDG., 125 SOUTH STATE STREET, SALT LAKE CITY, UTAH 84138-1180

4. ADVERSE PARTIES.....

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

5. PROOF OF SERVICE.....

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

6. REQUEST FOR STAY.....

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

(Continued on page 2)

43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office	-----	Alaska
Arizona State Office	-----	Arizona
California State Office	-----	California
Colorado State Office	-----	Colorado
Eastern States Office	-----	Arkansas, Iowa, Louisiana, Minnesota, Missouri and, all States east of the Mississippi River
Idaho State Office	-----	Idaho
Montana State Office	-----	Montana, North Dakota and South Dakota
Nevada State Office	-----	Nevada
New Mexico State Office	-----	New Mexico, Kansas, Oklahoma and Texas
Oregon State Office	-----	Oregon and Washington
Utah State Office	-----	Utah
Wyoming State Office	-----	Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)

City Council Staff Report



Author: Roger McClain
Water Engineer

Subject: WATER CONVEYANCE - 2013 PIPELINES PROJECT,
SEGMENT A AND SEGMENT B
PROFESSIONAL SERVICES AGREEMENTS –
DESIGN AND CONSTRUCTION SERVICES

Department: Public Works

Date: August 23, 2012

Type of Item: Administrative

Summary Recommendations No. 1:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Horrocks Engineers, for the design and construction services of the Water Conveyance-2013 Pipelines Project, Segment A in an amount of \$720,128.

Summary Recommendations No. 2:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins and Associates, for the design and construction services of the Water Conveyance-2013 Pipelines Project, Segment B in an amount of \$790,500.

Description:

Source, Water Quality and Infrastructure

Topic:

Design and construction services for the Judge Tunnel raw water conveyance line from Wyatt Earp Way to the Judge Tunnel Portal, for a raw water transmission line from Wyatt Earp Way to Three Kings Drive and for associated water infrastructure improvements in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Maximize efficient use of existing City sources
- Protect existing water sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Background:

The Water Conveyance - 2013 Pipelines Project is an integral part of the City's planned raw water delivery and treatment system. The initial phase of the water conveyance system included a raw waterline from Signal Hill to the Quinn's Junction Water Treatment (QJWTP) and was completed in the spring of 2010. This raw waterline is currently in service delivering raw water to the QJWTP and is capable of delivering 6 million gallons per day of Rockport Reservoir water by gravity to the Quinn's Junction area. The second phase of the water conveyance system which was completed in the

fall of 2010 extended the raw water transmission line, the Judge Tunnel water supply line, and a finished water transmission line along the Rail Trail from the QJWTP to Wyatt Earp Way. Installation was completed in the fall of 2010. The finish water transmission line was placed in service to provide a secondary water supply connection to IHC until the QJWTP became operational and once the treatment plant began producing water the finish water transmission line began delivering treated water into the City and to the Boothill Tank zone. The Raw Water Transmission Line and the Judge Tunnel supply line are ready to be placed in service with the completion of the third phase. The Quinn's Junction Water Treatment Plant became operational in May 2012. The third phase is described below. The fourth phase of the raw water system will be a buried concrete terminal reservoir with a volume of approximately 3 million gallons. This reservoir will be located west of the Park City Municipal Golf course and will be at the end of the water line from Rockport Reservoir. This reservoir will provide storage and a pressure buffer for the raw water system.

The proposed Water Conveyance - 2013 Pipelines Project, which is the third phase of the water conveyance system, will: 1) complete the Judge Tunnel water supply line connection between the existing Quinn's Junction Water Treatment Plant and the existing Judge Tunnel portal, 2) extend the raw water conveyance system from Wyatt Earp Way to near the Spiro Water Treatment Plant, and 3) upgrade the pipe size of specific sections of the existing potable water main along the project corridor.

The 2013 Pipelines Project improvements will facilitate 1) the treatment and blending of Judge Tunnel source water at the Quinn's Junction Water Treatment Facility, 2) the connection and conversion of major landscape irrigation users (school fields, cemetery, landscape buffer strips, and parks) from potable to raw water, and 3) the delivery of the treated Judge Tunnel source water from the QJWTP to the Boothill pressure zone.

An Environmental Assessment (EA) has been prepared and submitted to the US EPA Region 8 for the Judge Tunnel pipeline portion of the project. This EA and a subsequent EA is required to obtain the pending STAG grants of approximately \$1.9M. The EA, started in 2009 and updated in July 2012, evaluates the environmental impacts associated with the construction of a water pipeline from the Judge Tunnel portal to the QJWTP. The 2013 Pipelines Project alignment is defined in the report as the proposed alternative. Receipt of a Finding of No Significant Impact (FONSI) is anticipated prior to issuing bids for construction.

Project

An approximate alignment of the 2013 Pipelines Project is illustrated in the maps included in **Exhibit A** of the Staff Report. The pipeline alignment will begin at the intersection of Wyatt Earp Way and the Rail Trail and generally extends to the west towards the Park City Municipal Golf Course. It is anticipated that the alignment will be within the SR-248 corridor and right of way. From the golf course, the alignment will generally extend to the south toward the Judge Tunnel Portal where it will terminate. The final alignment may vary from that shown in Figure 1 subject to the findings of the Environmental Assessment, easement negotiations, and the City's final determination.

The 2013 Pipelines Project consists of two distinctly different types of design and construction elements and, therefore, was divided into two project segments, Segment A and Segment B with some required services that impact both segments and the overall Project.

A summary listing of the key water conveyance elements for the Project is as follows:

Segment A: (Wyatt Earp Way to Spiro WTP)

- a. A new 12-inch diameter pipeline to convey up to 2500 gpm of raw water from Spiro Water Treatment Plant to an existing 12-inch pipeline in Wyatt Earp Way, approximately 1.8 miles in length. Pipe material in this segment will consist of fused joint solid wall HDPE pipe.
- b. A new 18-inch diameter pipeline to convey up to 6200 gpm of raw water from Spiro Water Treatment Plant to an existing 18-inch pipeline in Wyatt Earp Way, approximately 1.8 miles in length. Pipe material in this segment will consist of fused joint solid wall HDPE pipe.
- c. Potable water pipe replacement in sizes varying from up to 16-inch diameter pipe. Pipe material will be ductile iron.
- d. Highway crossing(s) likely via pipe boring/casing
- e. Raw water irrigation filter stations and connections to existing sprinkler irrigation systems.
- f. Appurtenances such as isolation valves, blow offs, drains, air release valves, pressure relief valves.
- g. Interim Judge Tunnel pipeline to Raw Water Line connection
- h. UDOT permit associated services (permitting, traffic control plans, etc.)
- i. Pavement restoration
- j. Landscaping restoration and improvements
- k. Multi surface trail restoration and improvements

Segment B (Spiro WTP to Judge Tunnel Portal):

- a. A new 12-inch diameter pipeline to convey up to 2500 gpm of raw water from the Judge Tunnel Portal to the Spiro Water Treatment Plant, approximately 2.7 miles in length. Pipe material in this segment will consist of HDPE pipe in the upper segment and ductile iron pipe or HDPE pipe in the lower high pressure segment.
- b. A screening and flow measurement facility at the Judge Tunnel portal site
- c. Conversion of the existing 1MG Empire Water Storage Tank to a raw water flow equalization tank and site improvements
- d. Pressure reducing and flow control stations
- e. Appurtenances such as isolation valves, blow offs, drains, air release valves
- f. Raw water line cleaning (pigging) station
- g. Electrical, controls, and SCADA improvements
- h. Pavement restoration
- i. Golf Course restoration
- j. Off-road site and trail restoration and improvements
- k. Other components resulting from additional planning/study

Project Planning/Modeling/Operations (Wyatt Earp to Judge Tunnel Portal):

- a. Coordinate with the 2013 Pipeline Project Consultants to ensure consistency of pipeline design
- b. Raw water system modeling
- c. Evaluate micro-hydro power generation
- d. Determine system operational and maintenance needs, components, and siting
- e. Start-up & testing plan
- f. Overall scheduling & sequencing of improvements
- g. Prepare Raw Water System Master Plan Update

Project Timeline

The following schedule is anticipated for design and construction of Segments A & B of the Water Conveyance 2013 Pipelines project.

Easement Negotiations	begin	August 2012
Community Outreach		begin September 2012
Preliminary Design		September – October 2012
Final Design		October – December 2012
Prequalification & Bidding		November 2012 – February 2013
Construction Phase, 2013		April 15, 2013 – November 19, 2013
Winter Shutdown		November 20, 2013 – April 14, 2014
Construction Phase, 2014		April 15, 2014 – June 15, 2014

Quinn's Water Treatment Plant Upgrades:

In order for Quinn's WTP to accept and treat Judge Tunnel water, process and capacity upgrades will be required including a solids handling process addition. Design of the modifications to accept Judge Tunnel flows from the Water Conveyance – 2013 Pipelines Project is anticipated to begin in the fall of 2012 with bidding and construction to occur in the spring of 2013. Staff is anticipating issuing an RFQ for design services late summer of 2012. The improvements are scheduled to be operational and ready to accept Judge Tunnel flows by June 15, 2014.

Project Development

Engineering consultant qualifications that best address the needs of the overall Project, with qualifications specific to each segment, were identified through a Water Conveyance - 2013 Pipelines Request for Qualifications.

Statements of Qualifications were received, evaluated, and the selection committee determined that the Project would be best served through the selection of separate engineering firms for Segment A, Segment B, and overall Project services and described in the "Project" section of this report. Engineering services for the 2013 Pipelines Project Segments A & B will be provided under two separate Professional Services Agreements (PSA). The PSAs include design of all elements relative to each Segment and also include construction engineering and observation services. This report addresses PSAs for the consultants selected for Segment A (Horrocks Engineers) and Segment B (Bowen, Collins and Associates).

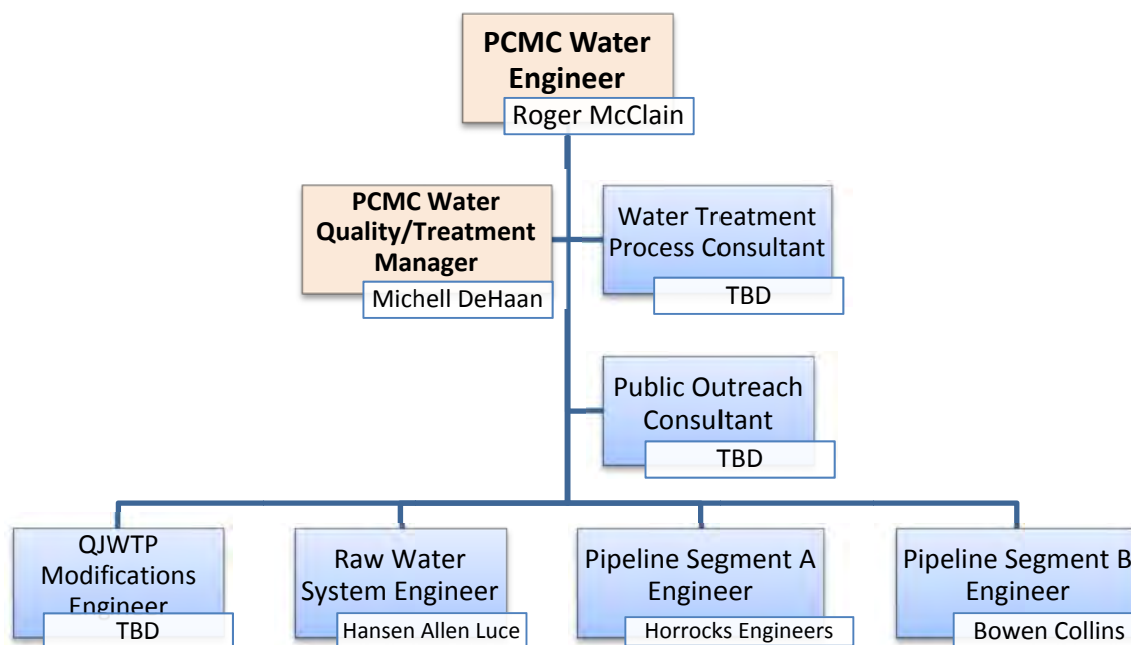
A third consultant (Hansen Allen & Luce) was selected to provide Project related services to make certain that the design work in Segments A and B is consistent with the overall raw water planning, treatment objectives, and irrigation conversion plan. This will include verifying schedules, providing overall raw water system hydraulic modeling, and coordinating operation and maintenance needs with the overall design components.

In addition to project engineering services, the scope, complexity and potential impacts to the community dictate that community outreach be an integral part for a successful project. Consequently, a Community Outreach consultant is being added to the team. The consultant will be responsible for overall public information related to the project and will coordinate the approach and dissemination of information through the Water Department and the PCMC City Community and Public Affairs Manager. They will integrate the construction contractor's public information responsibility into the

community outreach effort. An RFQ has been issued for community outreach consultant services and it is anticipated that a firm will be selected from the proposals and a separate PSA presented to Council in the near term.

The modifications to the Quinn's Junction Water Treatment Plant to accept the Judge Tunnel water will require two additional consultants. It is anticipated that a Water Treatment Process Consultant will be solicited under a separate request for qualifications and subsequent PSA. This consultant will be responsible for reviewing and ensuring that the QJWTP treatment modifications design to accept the Judge Tunnel water fully addresses the complex nature of the raw water and tunnel water constituents, the existing treatment process, solids disposal, water quality issues, and all discharge permits. This consultant will act in a support role to the Water Quality and Treatment Manager and provide specialized process background. Design and construction services for the QJWTP modifications will be solicited under a separate request for qualifications process. These consultants are anticipated to be selected this year.

For reference, the following Project Organization Chart shows the anticipated consultants and Park City staff assignments relative to the 2013 Pipelines Project and the Quinn's Water Treatment Plant modifications to accept Judge Tunnel Water.



For additional reference, the following Project Matrix shows all of the water projects the corresponding contracts, and Professional Services Agreements (PSA's) and Construction Agreements relative to the water delivery and treatment improvements.

Project	Task	Contractor/ Consultant
1. 2013 Water Pipelines Segment A	Design/Construction Adm./Inspection (2013/14)	Horrocks Engineers
2. 2013 Water Pipelines Segment A	Pre-Qualifications (2012) Construction (2013/14)	TBD
3. 2013 Water Pipelines Segment B	Design/Construction Adm./Inspection (2013/14)	Bowen, Collins, & Assoc.
4. 2013 Water Pipelines Segment B	Pre-Qualifications (2012) Construction (2013/14)	TBD
5. 2013 Water Pipelines Overview	Master Planning/Review Coordination (2012/13) Start-up Asst. (2013/14)	Hansen, Allen & Luce Engineers
6. Community Outreach	Public Information Consultant (2012-2014)	TBD, SOQ's received, selection pending
7. QJWTP Modifications	Design/Construction Services (2013/2014)	TBD (2012 RFQ)
8. QJWTP Modifications	Construction (2014)	TBD (2012 RFQ)

Analysis:

The City's purchasing policies exempts professional service contracts from any requirement for competitive bidding in terms of dollar amount. According to this policy, consultants are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The consultants were provided the following criteria as guidance in developing their Statements of Qualifications (SOQs):

- Team Structure and Project Approach
- Experience and Availability of Project Manager and Project Principal
- Experience and Availability of Proposed Staff
- Prime Firm's Comparable Project Experience (past 5 years)
- Sub-consultants' Firm Comparable Project Experience
- Rate Structure
- Other factors deemed relevant by the selection committee

A Request for Qualifications (RFQ) was issued on May 21, 2012. The RFQ was advertised on the City website, online at utahlegals.com, and in the Park Record and Salt Lake Tribune during the period of May 21 through June 10, 2012.

Eight consultants, listed in Table 1, submitted Statements of Qualifications for the Request for Qualifications (RFQ).

Table 1. Consultants Submitted

Project Engineering Consultants
Global Engineering Services
Stantec Consulting
NV5 (Segment A only)
MWH Americas
Horrocks Engineers
Hansen, Allen & Luce Engineers
Bowen, Collins & Associates

The selection committee comprised of Clint McAfee (Water), Roger McClain (Water), Jim Blankenau (Environmental Regulatory), Matt Cassel (Engineering), and Heinrich Deters (Sustainability) used the following criteria to evaluate the submitted SOQs:

1. Demonstration of Overall Project Understanding and Responsiveness to the RFQ
– Weighted importance 15%
2. Prime and Sub-consultant Firm Experience, Team Structure, Project Manager/Principal Engineer/Staff Experience, and Rate Structure
– Weighted importance 20%
3. Level of Qualifications with Respect to Preliminary Scope of Services and Key Project Conveyance Elements
– Weighted importance 40%
4. Experience Working with Local Projects, Site Conditions, Community related design and construction issues, and UDOT related Utility Improvements
– Weighted importance 15%
5. Information Obtained from References and Other Factors Deemed Relevant by the Selection Committee
– Weighted importance 10%

The committee met on June 15, 2012 and based on the selection criteria determined that the project would best be served by the selection of three qualified consultants. The committee determined that the best qualified consultants to provide engineering services for the project are: Horrocks Engineers for Segment A, Bowen, Collins & Associates for Segment B, and Hansen, Allen & Luce Engineers for overall engineering master planning/modeling/coordination of the project.

Staff has developed the Scope of Services and negotiated the scope and fees with Horrocks Engineers, **Exhibit B** to the Staff Report, and Bowen, Collins & Associates, **Exhibit C** to the Staff Report. The scope of services and fee summary are included as Addendum A in each Professional Services Agreement and are in an amount not-to-

exceed of \$720,128.00 for Segment A (Horrocks Engineers) and \$790,500 for Segment B (Bowen, Collins & Associates). Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

The funding for the project is impact fees and bonds and is part of the approved FY13 CIP and will be included in the proposed FY14 CIP under Judge Water Treatment, Raw Water Line & Tank, Irrigation Screening Facility, and Rockport Water, Pipeline, & Storage.

The City's Project Manager, Roger McClain, will be working under the guidance of the Water Manager.

Department Review:

This report has been reviewed by representatives of Public Works, Legal and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve the Request:

Council could authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Horrocks Engineers, for the design and construction services of Water Conveyance - 2013 Pipelines Project, Segment A in an amount of \$720,128.

Council could authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins & Associates, for the design and construction services of Water Conveyance - 2013 Pipelines Project, Segment B in an amount of \$790,500.

B. Deny the Request:

Council could deny the request for either or both agreements. Continuing the request could result in a delay to the project as alternate engineering and management methods are evaluated.

C. Continue the Item:

Council could continue the request for either or both agreements. Continuing the request could result in a delay to the project as alternate engineering and management methods are evaluated.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay the design of the time-critical project and potentially inability to meet existing water obligations and future water quality requirements.

Significant Impacts:

The actual construction of the water lines will impact traffic, pedestrian and bike traffic, and golf course play. Mitigating these impacts will be addressed during the design and will be coordinated with all City Departments.

Delays to the design and subsequent construction of the Judge Tunnel waterline, Segments A and B, will result in the inability to use the Judge Tunnel water source to meet existing water obligations and future water quality requirements.

Recommendation No 1:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Horrocks Engineers for the design of the Water Conveyance - 2013 Pipelines Project, Segment A in a not-to-exceed amount of \$720,128.

Recommendation No 2:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins & Associates, for the design of the Water Conveyance - 2013 Pipelines Project, Segment B in a not-to-exceed amount of \$790,500.

Exhibits:

EXHIBIT A: Water Conveyance - 2013 Pipelines Project, Maps Approximate Alignment

EXHIBIT B: Water Conveyance - 2013 Pipelines Project, Segment A,
Horrocks Engineers, Scope of Services and Fee Summary

EXHIBIT C: Water Conveyance - 2013 Pipelines Project, Segment B,
Bowen, Collins & Associates, Scope of Services and Fee Summary

EXHIBIT A
Water Conveyance - 2013 Pipelines Project

MAPS OF APPROXIMATE ALIGNMENT

2013 Water Projects





2013 Water Projects

Map Date: 5/21/12
Aerial Imagery c.2009
\\Pcfile1\GISDATA\PROJECTS\Water\JudgeOption2012.mxd
0 0.035 0.07 0.14 Miles





2013 Water Projects

Map Date: 5/21/12
Aerial Imagery c.2009
\\Pcfile1\GISDATA\PROJECTS\Water\JudgeOption2012.mxd
0 0.035 0.07 0.14 Miles

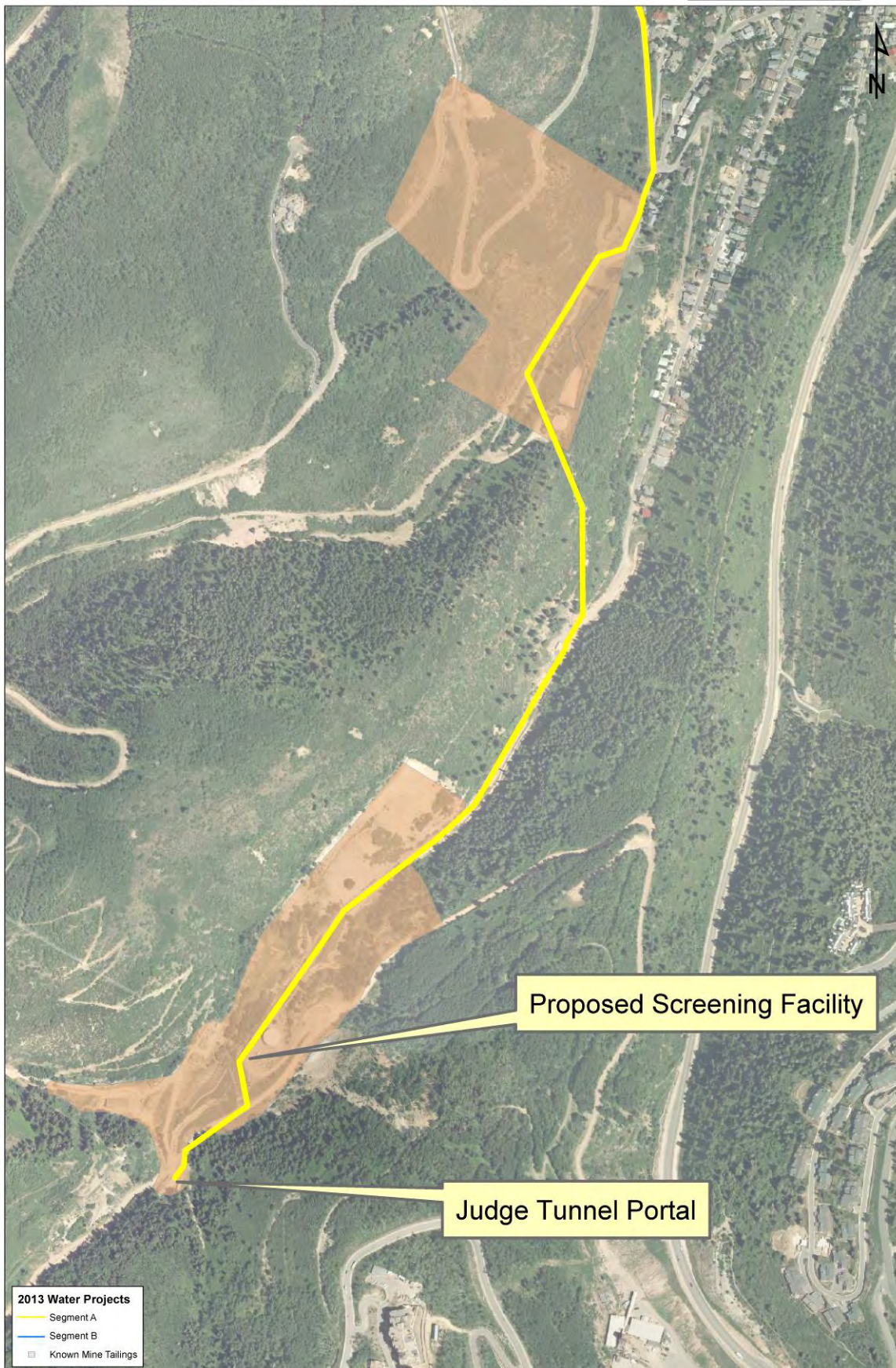


EXHIBIT B

Water Conveyance - 2013 Pipelines Project, Segment A

HORROCKS ENGINEERS

SCOPE OF SERVICES AND FEE SUMMARY



PARK CITY 2013 WATERLINE PROJECT – SEGMENT A: CIVIL ENGINEERING DESIGN SCOPE

Project Understanding

The following scope and fee has been established through our understanding of the RFP for the 2013 Waterlines Project – Segment A. Generally a 12" Raw Waterline, 18" Raw Waterline and sections of a Ductile Iron waterline as specified in Task 8.

The Tasks and associated fees represent the budget that is anticipated for the completion of the project. Only the percentage of the task completed will be billed to Park City.

Sub-consultant fees are added a 10% for facilitation of work and contract through Horrocks Engineers.

Task 1: Pre-Design

- 1.1 Meet with city and project team to discuss project scope, direction, timing and alignment of waterline project. Review cost estimates. Develop approach for project approval process, permits and agency approvals. It is anticipated that we will attend 4 meetings/site visits in Pre-Design.
- 1.2 Analyze alignment options with regard to existing utility information from SUE effort, ROW and easement information,
- 1.3 Develop conceptual layouts for at least 2 alternative alignments identifying pros and cons of each with a matrix for ease of assessment of chosen alignment. It is anticipated that this would be a project meeting with the Water Department and PC staff to make the final decision.

Task 2: Meetings

- 2.1 Kick-off meeting at signed contract to finalize design direction, determine final approach and proceed with design (1 meeting)
- 2.2 Plan review meetings will be at 30% 60% and 90% complete plus and additional meeting for review sometime prior to final submittal (4 meetings)
- 2.3 Public information assistance – provide information support with document and exhibits to PI consultant for portion of project outlined in the RFQ.
- 2.4 Assist City and provide exhibits for a City Council Meeting.
- 2.5 General Project Meetings - understanding the necessity of providing adequate time with Park City and the stakeholders of this project in order to keep everyone abreast of the project status and design as well provide for a consistent process for those involved in making decisions, Horrocks anticipates a total of 4 project coordination meetings in Park City. (4 meetings) (Anticipated stakeholders include: Park City Water, PC Municipal Corp., PC Sustainability, Business Owners Associations, Condo Association, owners etc.)
- 2.6 Pre-submittal meeting to ensure that all agencies, jurisdictions and persons that are required to receive plans, specifications or information regarding project receive plans during submittal process.
- 2.7 Pre-Bid meeting to discuss project with potential contractors and sub-contractors as required to ensure a fair and appropriate bid process takes place which will allow the City to determine bid awarding. (1 meeting)
- 2.8 Pre-Construction Meeting (*see Construction Engineering Management & Inspection Task*)

Task 3: Project Management

- 3.1 Develop and administer a project management plan which outlines project team and responsibilities. Establish project milestones and critical path deadlines. Develop and keep project schedule and billing process.
- 3.2 Coordinate necessary sub consultants and mediate services to city through Horrocks Engineers.
- 3.3 Coordinate project communication to City and project team through project status reports, emails and meeting notes.
- 3.4 Budget Control Plan: Prepare and submit a budget control plan to include an overview of Consultant's approach to assuring that the project progresses and is completed within authorized budgets. In addition plan shall at a minimum detail the distribution of budget responsibility within the design team among consultant and subconsultants and how overall budget task levels will be managed.
- 3.5 Coordination: Coordinate with the Raw Water System Project Consultant to ensure consistency of pipeline design: including surge control, hydraulic design, corrosion protection, and pressure reduction. Coordinate with the System Project Consultant to ensure consistency with pre-qualification, bidding, and construction schedules.

Task 4: Field Survey, Boundary Survey and Base Mapping

- 4.1 The project survey base map will be generated by an aerial survey to be contracted through Park City and provided to the project team. LIDAR will also be implemented to produce sufficient contouring and topographic information to quantify elevations and grading requirements for the project. Supplemental survey will be required as identified in Item 4.2
- 4.2 Horrocks will work with Alliance Engineering to provide the additional survey needs as identified in the scope attached (separate document)

Task 5: Geotechnical Investigation

- 5.1 Geotechnical Investigation will be provided by IGES through Horrocks Engineering (see attached scope)

Task 6: Subsurface Utility Engineering (S.U.E)

- 6.1 Research as-built, record drawings and utility records from all franchise utility companies, city and applicable districts (SBWRD.) These may include; sewer, water, power (underground and overhead), telephone (underground and overhead), fiber optic lines, gas, cable TV (underground and overhead), storm water, drainage improvements, irrigation, etc. Locate utilities in field and mark for field survey. Field locating will occur simultaneously with our field survey to ensure that all utilities are incorporated into the base plan for design. Provide all information obtained to City and project team as requested.
- 6.2 Dip invert elevations on storm and sewer manholes near the alignment, provide information for survey base map.
- 6.3 It is anticipated that a maximum of 20 potholes will be created in order to determine horizontal and vertical location of underground utilities located adjacent to proposed waterlines. Provide results to City and project team. 20 potholes are included in the fees for this scope.
- 6.4 Meetings, direct costs and equipment costs for SUE are included in this task.
- 6.5 Disposal of excavated soils to approved location per Soil Ordinance.

Task 7: Permits / STAG grant Coordination

- 7.1 Assist City in applying for all necessary permits required to obtain approval for this waterline project to proceed. Assistance includes providing necessary drawings and documents created by Horrocks as outlined in other Tasks of this scope. Facilitate application process

- by obtaining necessary application forms and checklist to be reviewed with City. City shall be responsible for application signing, fees and submittal as project "owner."
- 7.2 Revise plans as required by governing agencies for approval (assuming one round of modifications for non-"plan approval" approving agencies.)
 - 7.3 Anticipate Coordinating permitting and approval through;
 - Utah Dept of Transportation (Plan review and approval)
 - Utah Division of Drinking Water
 - Park City (Plan review and approval)
 - 7.4 Provide Contractor with plans and documents for their use in obtaining all necessary permits regarding construction of waterlines and appurtenances.
 - 7.5 Horrocks does not anticipate working with State Parks, Army Corps of Engineers or BLM for this Segment of Waterline.
 - 7.6 Understand and identify requirements and timing of the grant – Work closely with Park City to ensure that these requirements are met through the project.

Task 8: Design and Construction Drawings

- 8.1 Preliminary design to include design effort to the 30% and 60% design levels and shall be address all relevant major design components in order to provide the necessary information for preliminary plan review comments.
- 8.2 Final design will be for 90% and completed plans which will include the preparation of bid documents, including drawings and specifications as required to bid the project. It will cover required elements such as plan and profile, existing utilities, right-of-way/property, easements, details, piping, valving, connections to existing water lines, etc.
- 8.3 A new 12-inch diameter pipeline to convey up to 2800 gpm of raw water from Spiro Water Treatment Plant to an existing 12-inch pipeline in Wyatt Earp Way, approximately 1.8 miles in length. Pipe material in this segment will consist of fused joint solid wall HDPE pipe. A new 18-inch diameter pipeline to convey up to 6200 gpm of raw water from Spiro Water Treatment Plant to an existing 18-inch pipeline in Wyatt Earp Way, approximately 1.8 miles in length. Pipe material in this segment will consist of fused joint solid wall HDPE pipe.
- 8.4 Replace potable water pipe in sizes varying from up to 16-inch diameter pipe. Pipe material will be ductile iron. Locations of this replacement will be determined by system model to be provided by others. Coordination with UDOT in accessing the pipe in recently re-surfaced SR248.
- 8.5 Design will include 3 locations of large pipe boring (or jacking) for new HDPE lines as well as an estimated 4 locations of boring for service to irrigated facilities (Cemetery, Schools, etc.) These irrigation locations will be equipped with a raw water irrigation filter station. These filters are covered under Task 26.1.
- 8.6 Design will include necessary appurtenances such as isolation valves, blow offs, drains, air release valves, pressure relief valves (or fire hydrants) typical of a raw waterline system.
- 8.7 Design of connection points/ends of lines with an interim Judge Tunnel pipeline to Raw Water Line connection as well as coordination between designs for the treatment plants, existing conveyance systems and Segment B design (by others.)
- 8.8 Pavement restoration based on the requirements for UDOT and Park City, landscape/irrigation restoration for public and private properties.
- 8.9 It is our understanding the Segment A will be terminated at the Golf Course and all Golf Course restoration will be accomplished as part of Segment B.
- 8.10 Evaluate best "cut/fill" scenario for construction zone, ultimate waterline location, access, and trail restoration. Establish alignment of waterlines based on project alignment centerline and offsets. Complete design of the finished (and raw) waterline(s) with necessary connections, valves, fittings, other appurtenances required for complete design, bedding, trench section and all necessary notes for construction. This will include a pre-design meeting on site to determine alignment.
- 8.11 Develop system "end connection" design to allow for future improvements and development of water system as well as temporary connections at Wyatt Earp and the future

- WTP (12" line currently in place to serve hospital. Design will include connection vault(s) with access and valve controls
- 8.12 Material recommendations: It is assumed that the Raw waterlines are to be butt-fused HDPE and the Sections of domestic line are to be DIP.
 - 8.13 Coordinate with City operations connection issues to be considered during construction. (ie – water service shut)
 - 8.14 Specify chlorination and disinfection water disposal requirements for contractor to adhere to if City requires specific conditions. Contractor shall be responsible for proposing and facilitating disposal process.
 - 8.15 Drawings shall be generated using AutoCAD format. Sheet sizes will be 22"x34" with bound bidding documents being half size reduction (11x17). The required plans will be prepared with a 22" x 34" sheet size format. The scale of drawings for the water line will be 1"=40' as appropriate to depict the work. Electronic copies will be provided and facilitated as outline in "Publish Documents" task
 - 8.16 Traffic Control and Construction Sequencing: Prepare traffic control requirements and a specification section describing traffic control requirements, measures, and the construction sequence. Develop the traffic control requirements for construction activities, in coordination with local agencies and the community, which will minimize disruption to residents and businesses near the Project area. The requirements shall be suitable for acquiring relevant City permits, for inclusion in the final construction documents, and sufficient to facilitate the preparation of site specific traffic control plans by the Contractor. It is anticipated that the plan will include both a written report and engineering drawings. The traffic control requirements shall include, but are not limited to the following:
 - A schedule of traffic impacts and their duration for all affected areas based on the anticipated construction sequence and vehicular activities.
 - Requirements associated with the re-routing of vehicular and pedestrian traffic in construction regions as construction progresses along the alignment. This includes roadway, lane, sidewalk, trails, closure restrictions, traffic patterns, alternate parking areas, time-of-day constraints, etc.
 - Requirements for providing temporary access for affected residents and businesses, while allowing for continuous accessibility by emergency vehicles and services at all times as required by the local fire/safety agencies.
 - Requirements for safety measures such as chain link fencing, security staffing, and trench-plating of open trenches, to insure the protection of citizens, animals, vehicles, and construction personnel.
 - Requirements for the design of appropriate signage, warnings, signals, and traffic control devices where required, as specified in MUTCD for Construction and Maintenance Work Zones.
 - Requirements for establishing and maintaining public information signs and notices regarding construction and traffic activities for the project facilities.
 - Requirements for staging areas for equipment storage and maintenance, construction materials, fuels, lubricants, solvents, and other possible contaminants.
 - Coordination with the City for road and lane closures and construction hours of operation, especially during peak commuting hours.
 - 8.17 SWPPP / NPDES Plans – BMP's to be provided on plan, Contractor shall file SWPPP and NOI
 - 8.18 Preliminary and Final Hydraulic and Surge Analyses Review: The Raw Water System Project Consultant will have primary responsibility for hydraulic analysis of the entire Water conveyance System and will coordinate directly with the Pipeline Design Consultant to obtain up-to-date information on the Water Conveyance Pipelines. Consultant shall review the preliminary and final hydraulic and surge analyses performed by the System Project Consultant and comment as appropriate. It is the responsibility of the Pipeline Consultant to ensure that the analyses are consistent with industry standards and are acceptable to be

used for the design of the pipeline and appurtenances. The Pipeline Consultant and System Project Consultant shall reach consensus on the final hydraulic and surge analyses and shall implement the approved recommendations.

- 8.19 Value Engineering: Subsequent to the preliminary design submittal, City will conduct a Value Engineering Workshop with the intent of generating ideas for reducing costs and/or improving performance of each element of the Project. Consultant shall participate in the workshop. All suggestions generated at workshop or otherwise developed by value engineers will be presented in report format. Make an introductory presentation to the Value Engineering Team. Review all suggestions and generate responses to each suggestion. Attend a follow-up meeting to review the suggestions and responses and reach consensus on the design revisions to be implemented. Incorporate said revisions into the design (Drawing modifications estimated at 30 hrs.)
- 8.20 Develop Preliminary Engineering Report which shall include at a minimum:
- Pipe materials
 - Constructability - Pipe Installation method requirements (disturbance / cost-benefit)
 - Surplus/spoils materials mitigation and disposal plan
 - Equipment selection – Irrigation filter equipment
 - Construction Sequencing Plan

Task 9: Specifications / O&M Manual

- 9.1 Prepare General Conditions and Technical Specifications with modifications as necessary. Specifications will be prepared and include provisions for measurement and payment.
- 9.2 Assemble drawings and technical specifications with bidding and contractual documents and prepare a construction document package ready for bidding.
- 9.3 Operations and Maintenance (O&M) Plans: The Pipeline Design Consultant will have primary responsibility for preparing the O&M plans and will coordinate directly with the System Design Consultant to obtain up-to-date information on the pipelines. System Design Consultant shall review the O&M plans prepared by the system Design Consultant and comment as appropriate. The Pipeline Design Consultant and the System Design Consultant shall reach consensus on the final O&M plans and shall implement the approved recommendations. Incorporate appropriate provisions of the final plan into the contract plans and specifications.

Task 10: Utility Design Coordination

- 10.1 Communicate with and provide plans to the franchise utility companies and utility districts in the areas of the future water alignments. Provide necessary facility relocation recommendations and coordinate re-locations processes.
- 10.2 Assist City with facilitating existing franchise utility agreements to accomplish necessary modifications.
- 10.3 Possible Utility companies are;
- Snyderville Basin Water Reclamation Dist*
 - Comcast*
 - Questar (known IHP line being constructed currently on north side of SR248)*
 - Qwest*
 - Rocky Mountain Power*
 - All West*
 - AT&T*
 - Verizon*
 - Century Link*

Task 11: Publish Documents

- 11.1 Publish and provide City with hard copies (quantities as requested by City) full sized and half-sized
- 11.2 Create electronic distribution system for access to plans by City and team members as well as contractors through FTP site or other form of transmission.
- 11.3 Horrocks anticipates creating and account with a local Park City reprographics company to keep most current plans sets and bid sets available to be printed upon request by contractors, subcontractors and other as approved by City. Individuals requesting prints will be responsible for payment of hard copies produced.

Task 12: Bidding Assistance

- 12.1 Prepare Bid Documents (plans, specs etc.) per city standards. Assist City in advertisement. Facilitate plan distribution and availability. Maintain plan-holders list.
- 12.2 Participate with city in the "Pre-Qualifications" process and identify eligible contractors for the work.
- 12.3 Provide additional information or addenda to the plans and distribute information to all plan-holders for "equal" bidding.
- 12.4 Assist City in selection process through cost assessment, technical assessment, and recommendations for city to make final selection.

Task 13: Schedule

The following schedule is understood to meet the needs of the City. Any modifications to schedule will be addressed and necessary scope adjustments to be negotiated.

Preliminary Design / Public Involvement	July – October 2012
Final Design / Construction Docs	October – December 2012
Prequalification & Bidding	November 2012 – February 2013
Construction Phase, 2013	April 15, 2013 – November 19, 2013
Winter Shutdown	November 20, 2013 – April 14, 2014
Construction Phase, 2014	March 15, 2014 – May 1, 2014

Construction Schedule to include identifying what is completed under each construction year.

Task 14: UDOT Coordination

Horrocks will be assigning Tracy Conti (former Region 3 Director / Region 2 Assistant Director) to be coordinating with UDOT throughout this project.

- 14.1 Establish line of communication with UDOT officials that will be regulating construction, permitting, easements and Right-of-Way. Meet with UDOT initially to review concerns / requirements of the waterline project with respect to the highway.
- 14.2 Meet with UDOT staff an estimated 4 times to review design and obtain initial approvals of design.
- 14.3 Submit plans to UDOT and coordinate review and approval/permitting process.
- 14.4 Act as liaison between UDOT and project team – point of contact.

Task 15: Public Involvement

- 15.1 Provide public involvement services as requested by City including; Open house (Fee includes participation in two public meetings.)
- 15.2 Provide relevant information to the selected firm that is awarded the PI scope for Water Dept.

Task 16: Environmental

It is anticipated that all environmental assessments and delineations are being accomplished by others. Horrocks requests that copies of available reports be provided to us as they are completed.

- 16.1 Integrate any necessary mitigation measures into the construction documents.
Information for design to be provided by respective firm performing environmental scope.

Task 17: Pre-Construction Services

17.1 Plans and Specifications – Review construction documents including: project plans, general, special, and technical specifications, addenda and permits.

17.2 Preconstruction Conference – Coordinate and conduct the pre-construction conference prior to the start of any field activities. Prepare minutes of the meeting and distribute to Park City Municipal Corporation (CITY), CONTRACTOR, all attendees and others as requested by CITY.

Task 18: Construction Engineering Management Services

18.1 Construction Administration Procedures- Log-in and track the CONTRACTOR'S requests for clarification/requests for information, shop drawings, samples, submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications and permits. CONSTRUCTION ENGINEERING MANAGER shall forward to ENGINEER for review any requests for clarification/information, shop drawings, samples, or other submittals and shall coordinate such requests the CITY. CONSTRUCTION ENGINEERING MANAGER shall review ENGINEER'S comments on shop drawings, samples and other submittals, and coordinate transmittals to the CONTRACTOR, including all information provided by the ENGINEER. Maintain the following documents: correspondence files; contract addenda; copy of the contract documents and progress reports. Keep record of the names, addresses, and telephone numbers of the CONTRACTOR'S and all subcontractor's emergency contact personnel. Maintain reports of job site conferences, meetings and discussions between CITY and CONTRACTOR.

18.2 Change Order Preparation, Negotiation and Processing - Prepare independent cost estimates for contract change orders. Negotiate contract change orders with the CONTRACTOR. Coordinate negotiations with the CITY and preparation of all contract change order documents for execution by the CONTRACTOR and CITY. Prepare other related correspondence for CITY and ENGINEER review and approval of change orders as required. (Shall be billed separately from Task 18)

18.3 Permits, Bonds and Insurance- Verify that the required permits, bonds and insurance, have been obtained. Ensure that the conditions of permits are adhered to by the CONTRACTOR. Such action by CONSTRUCTION ENGINEERING MANAGER shall not relieve the CONTRACTOR of its responsibility to comply with the provisions of the Contract Documents.

18.4 Construction Schedule- Review the CONTRACTOR'S construction schedule and updates and verify that the schedule is prepared in accordance with the requirements of the contract documents. Require the CONTRACTOR to prepare and submit a recovery schedule if progress falls behind schedule. Review an approved monthly updated schedule to track the CONTRACTOR'S work efforts during construction and provide current schedule information to CITY.

18.5 Progress Meetings and Reporting- Conduct weekly progress meetings attended by CITY, CONTRACTOR, utility companies, outside agencies, and other participants. Such meetings shall serve as a forum for the exchange of information concerning the PROJECT and the review

of construction progress. Prepare and distribute agenda and minutes of these meetings to CITY, CONTRACTOR and other PROJECT participants.

18.6 Progress Payments- Review the applications submitted by the CONTRACTOR and determine whether the amount requested reflects the actual progress of the CONTRACTOR'S work. Make appropriate adjustments to each payment application, and prepare and forward to CITY a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

18.7 Quality Review- Monitor the quality of construction, and assist in guarding the PROJECT against defects and deficiencies in the work of the CONTRACTOR. Coordinate third-party inspections and any required special inspections and review these inspection reports. Review the work for compliance with the contract documents. The CONSTRUCTION ENGINEERING MANAGER will maintain daily reports/field logs detailing the progress of the work, manpower and equipment assigned to the PROJECT, and schedule of activities. Reject work and transmit to CITY and CONTRACTOR a notice of nonconforming work when it does not conform to the requirements of the contract documents. Maintain a daily diary of events at the jobsite, including but not limited to the following: CONTRACTOR and subcontractor's personnel and equipment, observed delays and causes, weather conditions, daily activities and progress by stationing, data relative to claims for extras or deductions, material received on site, and test results.

18.8 *(Removed from scope)*

18.9 Maintain a photo log of construction activities.

18.10 *Horrocks shall maintain legal relations as outlined on the supporting document Titled Horrocks - Legal Relations (attached)*

18.11 Coordination with City Divisions and Other Agencies – Coordinate and communicate with the CITY's Representative to keep informed of the PROJECT status, field encounters, field meetings, and other pertinent information. Coordinate with the CONTRACTOR for the technical inspection, testing, and work required by outside agencies. This shall include utility companies and the COUNTY.

18.12 Detailed Sketches- Provide detailed sketches to ENGINEER clarifying construction conflicts and/or design changes as requested by CITY.

18.13 Dispute Resolution- Assist CITY in gathering applicable data, reviewing CONTRACTOR'S documents, substantiating disputes or claims, and resolving construction disputes. Make recommendations for Alternate Dispute Resolution methods, as required. (Shall be billed separately from Task 18)

18.14 Project Observation - For the 11 month construction period, CONSTRUCTION ENGINEERING MANAGER has assumed a full time inspector (1520 hrs) and a part-time RE (60 hrs / month) during 11 month construction period.

18.15 Design Engineer Participation - For the 11 month construction period, The Design Engineer will participate as needed included site visits to coordinate design and construction with the construction team. Assumed participation is 20 hrs / month.

Task 19: POST CONSTRUCTION SERVICES

19.1 Project closeout- Complete and deliver all PROJECT files and documents to CITY. All submittals, RFIs, O&M manuals, daily reports, photos, shall be submitted to the CITY in a digital format (CD or DVD).

19.2 Final Inspection and Punchlist- Conduct final inspection with CITY and other PROJECT participants to prepare a list of construction deficiencies for resolution by CONTRACTOR. Make recommendations to CITY regarding CONTRACTOR'S final progress payment request. Prepare final progress payment report for submission to CITY.

19.3 Record Drawings- Maintain one set of field contract documents with up-to-date information regarding all addenda, substitutions, clarifications and change orders. Review redlined drawings from contractor, which identify any changes in work, and provide to ENGINEER for preparation of Record Drawings. Park City will provide points through GPS survey to ENGINEER for preparation of Record Drawings. Provide completed record drawings to city in paper hard copy, electronic PDF, AutoCAD and a City designated GIS format upon completion of the project.

Task 20: STORMWATER CONVEYANCE DESIGN (ALLOWANCE #1)

- 20.1 Design re-construction of existing storm conveyance system along the south side of SR248 from Bonanza to Wyatt Earp which currently consists of a combination of deteriorated CMP pipe, culverts and open channel conveyance.
- 20.2 Hydraulic analysis, review of available stormwater master plan information, and coordination with Park City Engineering to determine new system requirements
- 20.3 Placement of catch basins and tying in roadway drainage along highway.
- 20.4 Design trench section to incorporate the storm and waterlines and meet state, local requirements as well as Public Works approval (maintenance.)

Task 21: LANDSCAPE RESTORATION DESIGN

- 21.1 Design general planting and restoration landscape in impacted project areas.
- 21.2 Coordinate re-location of large caliper trees
- 21.3 Modification to existing sprinkler system to accommodate new design

Task 22: CATHODIC PROTECTION

- 22.1 Horrocks has teamed with Infinity Corrosion to provide Corrosion protection for the pipeline system. The Scope is attached (separate document)

Task 23: RAW WATER IRRIGATION FILTER DESIGN

- 23.1 An estimated 4 large (estimated 8") irrigation filters to be equipped with PRV's and Irrigation meters at each location. Estimated flows 800+ gpm
- 23.2 System design includes a typical 'housing' detail design to allow system to be set above grade and hidden (aesthetically.) Backwash - discharge design to approved storm system location included in design

Task 24: DESIGN OF "NORTH 40" PIPELINE CONNECTION

- 24.1 Design of approximately 1800 LF of 8" irrigation pipe to connect to the proposed 18" raw line. Line connection will be designed and is assumed to be either through the school property or connected to the previously bored 18" line just north of SR248 near the Pace Homer Ditch and extended to the "North 40" system.
- 24.2 Design includes easements and assisting in establishing agreements with land owners.

Task 25: SYSTEM START-UP

- 25.1 Startup and Testing Plan: The System Design Consultant will have primary responsibility for preparing the startup and testing plan and will coordinate directly with the Pipeline Design Consultant to obtain up-to-date information on the pipelines. Consultant shall review the plan prepared by the System Design Consultant and comment as appropriate. The Pipeline Design Consultant and the System Design Consultant shall reach consensus on the final startup and testing plan and shall implement the approved recommendations. Incorporate appropriate provisions of the final plan into the contract plans and specifications.

Task 26: UDOT HIGHWAY IMPROVEMENTS (ALLOWANCE #2)

- 26.1 Design of 4800 LF of additional pavement along south side of SR-248. Width to be determined based on the future expansion needs.
- 26.2 Intersection Tie-in design at 9 intersections (from Bonanza to Wyatt Earp)
- 26.3 Design review and approval will be through Park City with UDOT Encroachment/Work Permit
- 26.4 Coordinate with PC Trails Coordinator to identify bike lane / City connectivity needs



MANPOWER SPREADSHEET

PROJECT TITLE: Park City 2013 Winterline Project - Segment A
 CITY, STATE: Park City, Utah
 DATE: 8/14/2013

HORROCKS
 ENGINEERS

TASK	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER/SURVEYOR	CONST. MGR. STAFF II ENO SURV/PLAN	STAFF I ENO/ SURV/PLAN TECH II SURV DP	SR DRAFTS	TECH DRAFT	ON-SITE INSPECTOR	PUBLIC INVOLVEMENT
	Ron Mortimer	Rob Schneider	Dave Barlow	Daryl Mathen	Jacob O'Brien	Ferry Sluagh	Maferia Wells	Scott Robertson	Elizabeth Wright
TASK 1: PRE-DESIGN									
SUBTOTAL HOURS	2	40	30	2	0	20			
Discipline Total: \$10,338	SUBTOTAL	\$310	\$3,680	\$2,320	\$348	\$0	\$1,680	\$0	\$0
TASK 2: MEETINGS									
SUBTOTAL HOURS	6	85	51	0	0	0	0	0	0
Discipline Total: \$19,916	SUBTOTAL	\$930	\$12,070	\$5,916	\$0	\$0	\$0	\$0	\$0
TASK 3: PROJECT MANAGEMENT									
SUBTOTAL HOURS	10	200	24	0	0	40	0	0	0
Discipline Total: \$36,094	SUBTOTAL	\$1,550	\$28,400	\$2,784	\$0	\$0	\$3,360	\$0	\$0
TASK 4: FIELD SURVEY, Boundary Survey & BASE MAPPING									
Scope and Fee provided by Alliance Engineering (+ 10%)									
SUBTOTAL HOURS	0	0	0	0	0	0	0	0	0
Discipline Total: \$43,907	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 5: GEOTECHNICAL INVESTIGATION									
Scope and Fee provided by IGES (+ 10%)									
SUBTOTAL HOURS	0	0	0	0	0	0	0	0	0
Discipline Total: \$47,190	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6: SUBSURFACE UTILITY ENGINEERING (S.U.E.)									
Scope and Fee provided by Horrocks SUE									
SUBTOTAL HOURS	0	0	0	0	0	0	0	0	0
Discipline Total: \$37,034	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 7: PERMITS / STAG STAG GRANT COORDINATION									
SUBTOTAL HOURS	0	32	16	0	8	0	0	0	0
Discipline Total: \$7,176	SUBTOTAL	\$0	\$4,544	\$1,856	\$0	\$776	\$0	\$0	\$0
TASK 8: DESIGN AND CONSTRUCTION DRAWINGS									
SUBTOTAL HOURS	20	137	320	0	440	140	380	0	0
Discipline Total: \$185,394	SUBTOTAL	\$3,100	\$19,454	\$37,120	\$0	\$42,680	\$11,760	\$21,280	\$0
TASK 9: SPECIFICATIONS / O&M									
SUBTOTAL HOURS	0	12	75	0	34	0	0	0	0
Discipline Total: \$13,702	SUBTOTAL	\$0	\$1,704	\$8,700	\$0	\$3,298	\$0	\$0	\$0
TASK 10: UTILITY DESIGN COORDINATION									
SUBTOTAL HOURS	0	12	12	0	8	8	0	0	0
Discipline Total: \$4,544	SUBTOTAL	\$0	\$1,704	\$1,392	\$0	\$776	\$672	\$0	\$0
TASK 11: PUBLISH DOCUMENTS									
SUBTOTAL HOURS	0	4	8	0	12	10	0	0	0
Discipline Total: \$3,500	SUBTOTAL	\$0	\$568	\$928	\$0	\$1,164	\$840	\$0	\$0
TASK 12: BIDDING ASSISTANCE									
SUBTOTAL HOURS	2	24	24	0	0	0	0	0	0
Discipline Total: \$6,502	SUBTOTAL	\$310	\$3,408	\$2,784	\$0	\$0	\$0	\$0	\$0
TASK 13: SCHEDULE									
SUBTOTAL HOURS	0	0	0	0	0	0	0	0	0
Discipline Total: \$0	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 14: UDOT COORDINATION									
SUBTOTAL HOURS	30	18	0	0	0	8	0	0	0
Discipline Total: \$7,878	SUBTOTAL	\$4,650	\$2,556	\$0	\$0	\$672	\$0	\$0	\$0
TASK 15: PUBLIC INVOLVEMENT									
SUBTOTAL HOURS	2	4	0	0	0	0	0	0	40
Discipline Total: \$3,918	SUBTOTAL	\$310	\$568	\$0	\$0	\$0	\$0	\$0	\$3,040
TASK 16: ENVIRONMENTAL									
SUBTOTAL HOURS	5	4	0	4	2	6	0	0	0
Discipline Total: \$2,066	SUBTOTAL	\$0	\$710	\$464	\$0	\$388	\$168	\$336	\$0
TASK 17: PER CONSTRUCTION SERVICES									
SUBTOTAL HOURS	0	0	0	40	0	0	0	20	
Discipline Total: \$9,160	SUBTOTAL	\$0	\$0	\$0	\$6,960	\$0	\$0	\$0	\$2,200
TASK 18: CONSTRUCTION ENGINEERING MANAGEMENT SERVICES									
18.2 (Billed Separately)	\$5,000								
18.13 (Billed Separately)	\$0.00								
SUBTOTAL HOURS	0	0	0	320	0	0	0	1460	
Discipline Total: \$221,280	SUBTOTAL	\$0	\$0	\$0	\$55,680	\$0	\$0	\$0	\$160,600
TASK 19: POST CONSTRUCTION SERVICES									
SUBTOTAL HOURS	0	32	24	60	0	0	0	40	
Discipline Total: \$23,168	SUBTOTAL	\$0	\$4,544	\$2,784	\$10,440	\$0	\$0	\$4,400	\$0
TASK 20: STORMWATER CONVEYANCE (ALLOWANCE #1)									
SUBTOTAL HOURS	0	12	24	0	32	8	30	0	0
Discipline Total: \$9,944	SUBTOTAL	\$0	\$1,704	\$2,784	\$0	\$3,104	\$672	\$1,680	\$0
TASK 21: LANDSCAPE RESTORATION									
SUBTOTAL HOURS	1	6	12		24	2	24		
Discipline Total: \$6,239	SUBTOTAL	\$155	\$852	\$1,392	\$0	\$2,328	\$168	\$1,344	\$0
TASK 22: CATHODIC PROTECTION									
Scope and Fee provided by Infinity (+ 10%)									
SUBTOTAL HOURS									
Discipline Total: \$16,280	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 23: RAW WATER IRRIGATION FILTER DESIGN									
SUBTOTAL HOURS		24	60		64	20	64		
Discipline Total: \$21,840	SUBTOTAL	\$0	\$3,408	\$6,960	\$0	\$6,208	\$1,680	\$3,584	\$0
TASK 24: DESIGN OF "NORTH 40" PIPELINE CONNECTION									
SUBTOTAL HOURS		6	18		26	4	18		
Discipline Total: \$6,806	SUBTOTAL	\$0	\$852	\$2,088	\$0	\$2,522	\$336	\$1,008	\$0
TASK 25: SYSTEM START UP									
SUBTOTAL HOURS	8	16	24		8				
Discipline Total: \$7,072	SUBTOTAL	\$1,240	\$2,272	\$2,784	\$0	\$776	\$0	\$0	\$0
TASK 26: UDOT HIGHWAY IMPR. (ALLOWANCE #2)									
SUBTOTAL HOURS	16	16	48		60	20	60		
Discipline Total: \$21,139	SUBTOTAL	\$2,480	\$2,272	\$5,568	\$0	\$5,820	\$1,680	\$3,360	\$0
SUBTOTAL ALL HOURS	97	685	764	422	720	282	582	1520	40
HOURLY RATES	\$155	\$142	\$116	\$174	\$97	\$84	\$56	\$110	\$76
TOTALS	\$15,035	\$97,270	\$88,624	\$73,428	\$69,840	\$23,688	\$32,592	\$167,200	\$3,040
TOTAL FEE:	\$689,004								
TOTAL W/ ALLOWANCES:	\$720,128								

EXHIBIT C

Water Conveyance - 2013 Pipelines Project, Segment B

BOWEN, COLLINS AND ASSOCIATES
SCOPE OF SERVICES AND FEE SUMMARY

2013 PIPELINE: SEGMENT B – SCOPE OF WORK

It is our understanding that the design of Segment B will include approximately 13,500 feet of water pipeline running from near the Judge Tunnel Portal to the Park City Golf Course as shown in the Request for Qualifications (RFQ). In addition, all of the pipelines within the golf course will be included in this scope of work up to the west side of the Park Avenue Condominiums. It does not appear that any portion of the alignment is location within the Park City Soils Ordinance Zone. It is anticipated that the Segment B pipeline will include pipeline improvements between the Judge Tunnel Portal and the Empire Tank outlet as well as connect to the existing waterline near Daly Pump Station in Empire Canyon on the south end, extend through the Park City Golf Course, and may connect directly to the golf course pumps on the north end subject to further study by others. Segment B is anticipated to have a screenings facility near the existing Empire Canyon Tank, include Empire Tank modifications, and (subject to further studies) include microhydro power generation and pig launch and retrieval facilities on the line. It is anticipated that the 2013 pipeline Segment A along Home Stake Road and State Road 248 from SR 224 to Wyatt Earp Drive will be designed by Horrocks Engineers. The City's Raw Water System Project Consultant will provide raw water modeling components for all segments. BC&A will coordinate the raw water connection location(s) for the segments with Horrocks during the design process. The Segment B pipeline is anticipated to (subject to further study) consist of a 12-inch Judge Tunnel water line and an 18-inch diameter Raw Water line as indicated in the RFQ.

Phase 1 – Design Services

Task 1.1 Project Management. BC&A's Project Manager will provide a Project Management Work Plan, coordinate the work of the project team members, perform quality assurance and control, monitor adherence to the project schedule, provide project communications, provide scheduling, enforce cost controls for the project, generate invoicing for the project, attend bi-weekly project status meetings, and provide reporting for the project. We will coordinate with Park City to make sure that the work performed under this task is done as part of an open, professional and communicative project team, and that all project elements are integrated into the design.

Task 1.2 Collect and Review Existing Information. BC&A will meet with personnel from Park City to collect existing information pertinent to the project including previous record drawings, studies, roadway information, waterline information and other information pertinent to the project. Field investigations will be completed to gather data pertinent to the project. This information will be reviewed and used in the design of the pipeline.

Task 1.3 Design Coordination. BC&A will coordinate with the City's Raw Water System Project Consultant to confirm consistency of pipeline design including surge control, hydraulic design, corrosion protection, pressure reduction, and consistency with pre-qualification, bidding, and construction schedules.

Task 1.4 Progress Meetings/Information Review. BC&A will meet with personnel from Park City for the following meetings during the design phase:

- Pre-design Kick-off Meeting (Water, Planning, Engineering, Sustainability, Public Affairs Departments and others as requested by the City)
- Agency and stakeholder meetings critical to project including Division of Drinking Water and SBWRD (2 meetings)
- Plan Review-- 30% Preliminary Design, 60%, 90%, Pre 100% Submittal Review (4 meetings)
- Assist City and provide exhibits for one City Council Meeting at 30% Preliminary Design.
- General Project Meetings – BC&A anticipates 5 additional project coordination meetings with Park City personnel to be held on an as-needed basis during the design phase.

Task 1.5 Budget Control Plan. BC&A will prepare and submit a budget control plan to include an overview of the project approach, project progress tracking, and budget management. The plan will include a breakdown of team member responsibility for budget management within the project team, including subconsultant responsibility.

Task 1.6 Utility Investigations. BC&A and Alliance Engineering will perform a field reconnaissance and review of utilities along the alignment of the pipeline. BC&A will also gather utility location data from the various utility companies and locate any known utilities on the design drawings. If major utilities affect the final design of the pipeline, BC&A will coordinate potholing of these utilities to verify their location. We are assuming that there will be potholes needed for utilities along the alignment. There are unknown utilities at the golf course and on the ski resort property. We are assuming 30 potholes over the 13,500 feet pipeline alignment.

Task 1.7 Field Survey and Mapping. Alliance Engineering will perform the right-of-way research, prepare easements for temporary construction and permanent maintenance access, and provide the topography survey for the pipeline alignments including field locating of surface visible utilities. BC&A will perform an evaluation of the need for easements and as required, and Alliance will prepare the descriptions as determined necessary. It is anticipated that approximately 12 to 15 temporary and permanent easements will be prepared as required for this project. Park City will provide aerial photography and a 2 ft contour LIDAR survey to be used as base mapping for the pipeline corridor. Alliance will provide mapping control conversions as necessary. Alliance will perform detailed trail and tree mapping along the undisturbed areas of the alignment. Survey will be in North American Datum 83 (NAD83) Projection, State Plane Utah North U.S. Survey Feet Coordinate System, with North American Vertical Datum 88 (NAVD88). Control points for the survey will be set every 1,500 feet for use in by the construction contractor for staking. Alliance will provide preliminary alignment staking across properties at the City's request. There are twelve total properties of which six may need alignment staking.

Task 1.8 Preliminary Hydraulic and Surge Analyses Review. The preliminary hydraulic and surge analyses of the raw water system will be performed by the Raw Water System Project

Consultant under separate contract. BC&A will coordinate with the Raw Water System Project Consultant to furnish required information for Segment B of the waterline. We will review the analyses and comment as they pertain to the project. BC&A will perform the finished water modeling required for Segment A including any distribution waterlines modeling that are required.

Task 1.9 Geotechnical Investigation. GSH Geotechnical Inc will perform a detailed geotechnical investigation along the proposed alignment and will provide appropriate foundation, earthwork, groundwater, and geoseismic recommendations for design and construction of the pipeline. The field investigation will include drilling/excavating, logging, and sampling 32 borings and/or test pits from 10 to 15 feet deep or until refusal; laboratory testing; engineering analysis; and a summary report will be performed. Test pits will be back filled with excavated native soil. Test borings in asphalt roadways will be filled with excavated material and capped with a cold patch asphalt and steel capping plate. The field and laboratory testing will be performed to determine the depth to groundwater and whether native material can be used for backfill. A geotechnical report for use during the design will be prepared. Geotechnical logs will be included in the Contract Documents for contractor reference during the bidding and construction phases.

Task 1.10 Corrosion Study and Mitigation Design. Infinity Corrosion Group will complete a preliminary design to identify potential corrosion issues for the project. Work under this task includes an alignment review to assess soil corrosivity, identify potential sources of interference, (high voltage power lines and adjacent utilities with cathodic protection), and review existing facilities to assure that corrosion protection is properly integrated. Soil corrosivity will be evaluated by performing Wenner 4-pin soil resistivity testing along the alignment and soil sampling at up to six (6) locations. Following the assessment, we will document the findings and present corrosion mitigation alternatives in a preliminary design report. Corrosion mitigation design will be prepared for the pipeline and facilities based on the results of the Preliminary Design and Park City objectives. A review of design documents at the 90 percent level is included to assure design compatibility with corrosion mitigation alternatives and that corrosion control has been properly implemented into the final design. Design drawings and specifications for corrosion protection will be provided for inclusion in the design documents. We have assumed one corrosion design meeting with Park City to discuss the corrosion control design.

Task 1.11 Traffic Control and Construction Sequencing. BC&A will prepare traffic control requirements and specifications describing traffic control requirements, measures, and the construction sequencing requirements for the project. We will develop the traffic control requirements for construction activities, in coordination with local agencies and the community, which will minimize disruption to residents and businesses near the Project area. The requirements shall be suitable for acquiring relevant City permits, for inclusion in the final construction documents, and sufficient to facilitate the preparation of site specific traffic control plans by the Contractor. The plan will generate a report with drawings. The traffic control requirements will include, but are not limited to the following:

- A schedule of traffic impacts and their duration for all affected areas based on the anticipated construction sequence and vehicular activities.
- Requirements associated with the re-routing of vehicular and pedestrian traffic in construction regions as construction progresses along the alignment. This includes roadway, lane, sidewalk, trails, closure restrictions, traffic patterns, alternate parking areas, time-of-day constraints, etc.
- Requirements for providing temporary access for affected residents and businesses, while allowing for continuous accessibility by emergency vehicles and services at all times as required by the local fire/safety agencies.
- Requirements for safety measures such as chain link fencing, security staffing, and trench-plating of open trenches, to insure the protection of citizens, animals, vehicles, and construction personnel.
- Requirements for the design of appropriate signage, warnings, signals, and traffic control devices where required, as specified in MUTCD for Construction and Maintenance Work Zones.
- Requirements for establishing and maintaining public information signs and notices regarding construction and traffic activities for the project facilities.
- Requirements for staging areas for equipment storage and maintenance, construction materials, fuels, lubricants, solvents, and other possible contaminants.
- Coordination with the City for road and lane closures and construction hours of operation, especially during peak commuting hours.

Task 1.12 Solids Handling Plan. BC&A will quantify and prepare a plan to address handling and removal of screened materials from the proposed screenings facility. The plan will also address displaced (not necessarily contaminated) soils, hauling requirements for material, containing and/or reusing disturbed soil materials on site, and capping backfilled soils with top soil during construction.

Task 1.13 Empire Tank Condition Assessment. BC&A will perform a condition assessment of the existing Empire Tank. Included in the assessment will be a structural evaluation, a life-cycle analysis, and incorporating possible tank modifications as recommended by the Raw Water System Project Consultant. Infinity Corrosion Group will review the Empire Tank to determine whether corrosion protection using coatings and/or cathodic protection is necessary. The results will be included in a report with recommendation for repairs and improvements necessary for conversion of the tank from finished water to raw water use to be included in the construction documents.

Task 1.14 SCADA System Control and Security. BC&A has experts on staff to assist the City with SCADA system control for the operation of pipeline. In addition, security monitoring and control issues will be addressed as necessary.

Task 1.15 Preliminary Design Report. Based on the results of the preliminary investigation, a report summarizing the design requirements and assumptions will be prepared and presented to the City Council. The report will include the following:

- Geotechnical and corrosion studies
- Reference to the preliminary hydraulic and surge analyses
- Reference to analyses for the micro-hydro capabilities of the pipeline
- Solids handling mitigation and disposal plan
- Easement recommendations
- Traffic control plans
- Condition assessment for Empire Tank
- Alternatives analysis for pipe materials
- Constructability methods and requirements to minimize the impacts to properties and adjacent improvements
- Equipment selection
- Construction sequencing and schedule
- Utility issues and recommendations
- Staging areas and trenchless construction locations
- Preliminary calculations
- Environmental issues summary
- Cost estimates
- Recommendations for the pipeline alignments with 30% preliminary design drawings.

Task 1.16 Project Information Assistance. BC&A will assist the City’s Project Information Consultant (PI) in project related community outreach and City administration support. We will provide management support and participate in presentations to the City Council and other Stakeholders. We will provide public outreach support to the City’s PI consultant at community involvement activities, neighborhood meetings, project communications, web-site preparation and maintenance including website, Facebook, Public Service Announcements, etc. We will prepare and provide analyses, schedules, mapping & displays, studies, reports and/or presentation material, and recommendations, generally in an expedited manner as requested by the City on an as-needed basis. We will prepare for, participate, and make presentations at public outreach workshops, meetings with the City as requested. The anticipated number of presentations/meetings is listed in Task 1.4.

Task 1.17 Permitting. BC&A will obtain the needed permits for the project as required. We will prepare permit applications, coordinate with the permitting agencies, and obtain the final permits. We will also identify as part of the contract documents, the needed permits required by the contractor. Agencies that we anticipate may require permits are the Utah Division of Drinking Water, Park City, Utah Division of Water Quality, the State Engineer, and any other agencies required for plan approval and issuance of permits. It is assumed that the environmental assessment and associated environmental permitting will be provided under the separate General Services Contract and are not included in this scope.

Task 1.18 Environmental Compliance. BC&A will review the environmental assessment and incorporate any environmental requirements into the design. We will coordinate with the City Environmental Services Consultant to make sure all the City’s issues are addressed. We will evaluate the requirements of the CERCLA site located near the Judge Tunnel entrance up to the Empire Tank and the Alice Lode VCO site located near the Woodside Tank, and address any issues in the design as necessary for disturbance and mitigation.

Task 1.19 Design Drawings. BC&A will prepare design drawings for the project. Existing Park City aerial photography combined with the 2 ft contour aerial survey and additional field verified topography will be used as base mapping for the pipeline corridor. Pipeline plan and profile drawings will be prepared at a scale of approximately 1-inch equals 40 feet horizontal (half size sheets). Other details and drawing will be prepared as required. An estimated sheet count is presented below:

Sheet	No.	Description
1-4	4	Title Sheet, Legends, Symbols, Notes
5	1	Overall Map with Keys
6	1	Overall Hydraulic Profile and Design Criteria
7-23	17	Pipeline Plan and Profile Sheets
24-28	5	Erosion Control and Sedimentation Plans
29-32	4	Traffic Control Plans
33	1	Construction Sequencing Plan
34-37	4	Vault Plans and Sections
38-39	2	Screening and Flow Measurement Building Plan and Sections
40-42	3	Empire Tank Conversion Plan and Details
43-46	4	Pigging Launch and Retrieval Stations Plans and Sections
47-48	2	Golf Course Restoration Details
49-54	6	Civil Details (typical trench sections, surface restoration, buried valves, etc)
55-56	2	Structural Details (reinforcing, concrete joints, etc)
57-62	6	Mechanical Details (vault piping, valves, couplings, ventilation)
63-72	10	Electrical Details (one-line diagrams, power, panels, lighting)
73-76	4	Instrumentation Details (RTUs, P&IDs)

For the 30%, 60%, 90%, and 100% review meetings, 4 sets of review documents will be prepared.

Task 1.20 Contract Documents. BC&A will prepare final contract documents in Adobe PDF format and the pipeline alignment in City-designated GIS format with ½-size (11x17) drawings for use in bidding, including the BC&A standard front end legal documents and general conditions with technical specifications and drawings for the project. Documents will be electronically distributed via an FTP site to City personnel. It is anticipated that Park City’s legal department will perform two reviews of these documents and provide requirements for changes that we will incorporate into the final documents.

Task 1.21 Construction Cost Estimate. BC&A will prepare a construction cost estimate for the project. Cost estimates will be prepared with the 30%, 60%, 90% and final design submittals and will be coordinated with Park City.

Task 1.22 Final Hydraulic and Surge Analyses Review. BC&A will coordinate with the Raw Water System Project Consultant for the review of the final analyses of Segment B of the waterline. We will implement the final recommendations from the analyses into the design. BC&A will also finalize the finished water modeling required for Segment A including any distribution waterlines modeling that are required.

Task 1.23 Value Engineering. BC&A will attend and participate in a value engineering workshop conducted by the City for the project. We will prepare and make an introductory presentation to the value engineering team. We will compile a list of all suggestions generated at the workshop and prepare a report summarizing them. We will review all the suggestions and prepare a response for each describing how we will address them in the design. We will attend one follow up meeting to review the suggestions and responses and determine the implementation for each. We will then incorporate each revision into the design.

Task 1.24 Start Up and Testing Plan. The start up and testing plan for the raw water system will be prepared by the Raw Water System Project Consultant under separate contract. BC&A will coordinate directly with the Raw Water System Project Consultant to furnish required information for Segment B of the waterline. We will review the plan and comment as it pertains to the project. We will help to finalize the startup and testing plan and implement the approved recommendations by incorporating the plan provisions into the contract documents.

Task 1.25 Operations and Maintenance (O&M) Plans. The O&M plan for the raw water system will be prepared by the Raw Water System Project Consultant under separate contract. BC&A will coordinate directly with the Raw Water System Project Consultant to furnish required information for Segment B of the waterline. We will review and comment on the O&M plans prepared by the Raw Water System Project Consultant. We will help to finalize the requirements of the O&M plans and implement the approved recommendations by incorporating the plan provisions into the contract documents.

Phase 2 – Bidding Services

Task 2.1 Contractor Pre-Qualification. BC&A will prepare and issue contractor pre-qualification documents from our office via email to screen potential contractors prior to the bidding process. We will advertise in the Park Record, Salt Lake Tribune, and Intermountain Contractor. BC&A will evaluate the documents and make a recommendation to the City for contractors to pre-qualify.

Task 2.2 Bid Period Services. BC&A will issue bid documents from our office via email and will manage the bidding process. We will coordinate answers to questions from prospective contractors during the bid period for the project. BC&A will prepare required addenda to the contract documents.

Task 2.3 Pre-Bid Meeting. BC&A will prepare for the pre-bid meeting by preparing an agenda, conducting and documenting the meeting, and distribute notes of the meeting. The meeting will be with the contractors, Park City, and others as needed.

Task 2.4 Bid Opening. BC&A will set up and attend the bid opening, open the bids, evaluate the bid, and providing written recommendation to the City for award of the contractor. BC&A will prepare the final contract for construction.

Task 2.5 Bidding Coordination. BC&A will coordinate with the City's Raw Water System Project Consultant to review the Pre-Qualification and bidding schedules and recommendations.

Phase 3 –Construction Services

Task 3.1 Preconstruction Conference. BC&A will coordinate, attend and conduct the pre-construction conference prior to the start of any field activities. We will prepare minutes of the meeting and distribute to City, Contractor, all attendees and others as requested by City.

Task 3.2 Construction Administration Procedures. BC&A will log-in and track the Contractor's requests for clarification/requests for information, shop drawings, samples, submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications and permits. We will prepare the conformed drawings and specifications for use with the construction of the project. We will review any requests for clarification/information, shop drawings, samples, or other submittals and shall coordinate such requests with the City. We will maintain the following documents: correspondence files; contract addenda; copy of the contract documents and progress reports. We will keep record of the names, addresses, and telephone numbers of the Contractor's and all subcontractor's emergency contact personnel. We will maintain reports of job site conferences, meetings and discussions between City and Contractor. BC&A will provide detailed sketches clarifying construction conflicts and/or design changes as requested by City.

Task 3.3 Construction Coordination. BC&A will coordinate with the City's Raw Water System Project Consultant to review the construction schedule and project progress.

Task 3.4 Corrosion Services During Construction. Infinity Corrosion Group will provide technical support during the construction phase as required. Construction services include construction submittal review, site visits during construction to review installation procedures and provide technical support during construction, technical support to inspection personnel as needed, cathodic protection construction installation inspection, if applicable, and field coating inspection for pipe and appurtenances.

Task 3.5 Change Order Preparation, Negotiation and Processing. As necessary, BC&A will establish, implement and coordinate systems for processing contract change orders. We will prepare independent cost estimates for contract change orders. We will negotiate contract change orders with the Contractor. We will coordinate negotiations with the City and preparation of all contract change order documents for execution by the Contractor and City. We will prepare other related correspondence for City's review and approval of change orders as required. An allowance is shown in the fee table for this item.

Task 3.6 Permits, Bonds and Insurance. BC&A will verify that the required permits, bonds and insurance, have been obtained, and monitor that the conditions of permits are adhered to by

the Contractor. Such action by BC&A shall not relieve the Contractor of its responsibility to comply with the provisions of the Contract Documents.

Task 3.7 Construction Schedule. BC&A will review the Contractor's construction schedule and updates and verify that the schedule is prepared in accordance with the requirements of the contract documents. We will require the Contractor to prepare and submit a recovery schedule if progress falls behind schedule. We will maintain an approved schedule to track the Contractor's work efforts during construction and provide current schedule information to City.

Task 3.8 Progress Meetings and Reporting. BC&A will conduct weekly progress meetings attended by City, Contractor, utility companies, outside agencies, and other participants. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of construction progress. We will prepare and distribute agenda and minutes of these meetings to City, Contractor, and other Project participants.

Task 3.9 Progress Payments. BC&A will review the applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work. We will make appropriate adjustments to each payment application, and prepare and forward to City a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts owed for the current period.

Task 3.10 Photographic Documentation. BC&A will maintain a photographic log of the construction activities as the schedule progresses and provide the City with a CD of the photos at the end of the project.

Task 3.11 Coordination with City Divisions and Other Agencies. BC&A will coordinate and communicate with the City's Representative to keep them informed of the Project status, field encounters, field meetings, and other pertinent information. We will coordinate with the Contractor for the technical inspection, testing, and work required by outside agencies. This shall include utility companies. We will coordinate sidewalk and trail closures and detours with Sustainability and the Public Information Consultant. It is anticipated that notice of these closures and detours will be given on signs posted by the construction contractor.

Task 3.12 Dispute Resolution. As necessary, BC&A will make recommendations and implement procedures for reducing the likelihood of disputes and claims. We will gather applicable data, review the Contractor's documents, substantiate disputes or claims, and resolve construction disputes. We will make recommendations for Alternate Dispute Resolution methods, as required. Any work by BC&A that involves litigation activities will be paid for by the City separately from this contract. An allowance is shown in the fee table for this item.

Task 3.13 Project Observation. For the assumed 150 work day (30 active work weeks) construction period, BC&A has assumed one (1) full time inspector (40 hours per week) plus construction management oversight for a total of 1,238 hours during the construction period. BC&A will monitor the quality of construction, coordinate third-party inspections including any

required special inspections, and review these inspection reports (these will be paid for by the construction contractor). We will review the work for compliance with the contract documents. We will maintain daily reports/field logs detailing the progress of the work, manpower and equipment assigned to the Project, and schedule of activities. As necessary, we will recommend rejection of work to the City and transmit to City and Contractor a notice of nonconforming work when it does not conform to the requirements of the contract documents. We will maintain a daily diary of events at the jobsite, including but not limited to the following: Contractor and subcontractor's personnel and equipment, observed delays and causes, weather conditions, daily activities and progress by stationing, data relative to claims for extras or deductions, material received on site, and test results.

Task 3.14 Project Closeout. BC&A will complete and deliver all Project files and documents to City. All submittals, RFIs, O&M manual information from the contractor, daily reports, photos, shall be submitted to the City in a digital format (CD or DVD).

Task 3.15 Final Inspection and Punch List. We will conduct final inspection with City and other Project participants to prepare a list of construction deficiencies for resolution by Contractor. We will make recommendations to City regarding Contractor's final progress payment request, and prepare a final progress payment report for submission to City.

Task 3.16 Record Drawings. We will maintain one set of field contract documents with up-to-date information regarding all addenda, substitutions, clarifications and change orders. BC&A's field observation staff will field locate the waterline and appurtenances using tape measured distances from landmarks and permanent infrastructure. We will review redlined drawings from contractor, which identify any changes in work for preparation of Record Drawings. We will coordinate with the City GIS Department to facilitate GPS location of the waterline and appurtenances by City Personnel. BC&A will prepare record drawings using information provided by Contractor and BC&A's field notes. These will be delivered in paper hard copy, electronic PDF format, and City-designated GIS format upon completion of the project.

Task 3.17 Final Permitting. BC&A will submit and obtain the final permits for the project as required. We will prepare permit applications, coordinate with the permitting agencies, and obtain the final permits. Agencies that we expect will require final permits are the Utah Division of Drinking Water, Utah Division of Water Quality, and the State Engineer.

Task 3.18 Funding Process Assistance. BC&A incorporate STAG Grant funding requirements into the Contract Documents, meet Grant review submittal criteria, and provide the required documentation for the funding agency during the project.

SCHEDULE

BC&A understands that the project Construction Contract must be completed by March 1, 2014. Our proposed schedule is:

Preliminary Design	August – October, 2012
Final Design	October – December, 2012
Contractor Pre-Qualification	November – December 2012
DDW Approval	December 2012 – January 2013
Bidding	January 2013
Construction (30 weeks active)	April 15, 2013 – November 2013
Construction 2014 (if needed)	March 15, 2014 – May 2014

FEE SUMMARY BY TASK

Table 1 outlines our estimate of personnel hours by task and by individual for each work item. The table also includes an estimate of direct expenses.

TABLE 1 - COST PROPOSAL
Park City Municipal Corporation
2013 Pipeline - Judge Tunnel Segment
13-Aug-12

HOURLY LABOR BREAKDOWN		OFFICE		SNG TECHS					ENGINEERS										TOTAL	SUBCONTRACTORS				TOTAL
TASK	TASK DESCRIPTION	OFFICE	SECTOR	TECH 3	TECH 6	INSR	ENG 1	ENG 1	PA	SCADA	ELBC	STRUC	HYDRO	QMG	T&E	L&A	PIC/PM	HOURS	Alliave	Infinity	GSH	CVS/TBB	COST	
		Rasmussen	Parsons	Abel/Larson	Garcia	Williams	Nelson	Thompson	Orphan	Winger	Stewart	Robles	Larson	Luttrell	Medina	Tsander	Campbell		Survey	Corrosion	Grotech	SUE		
1-1	Design Services													12			60	52					\$11,694	
1-2	Design Services	6						60	30	8	6			4			16	134					\$12,718	
1-3	Design Services								30								8	16					\$4,922	
1-4	Design Services		8					16	40	4	4						12	120					\$13,594	
1-5	Design Services		2						20								12	116					\$45,900	
1-6	Design Services			20	10			40	20					4			30	140	\$67,200				\$71,309	
1-7	Design Services			36	10			20	30					4			16	80					\$7,502	
1-8	Design Services	2						30	20				12				10	38					\$24,019	
1-9	Design Services								14					4			8	24		\$14,000	\$30,000		\$16,640	
1-11	Design Services		2	30	8			20	20						40		16	146					\$16,088	
1-12	Design Services		2					16	40								16	74					\$7,272	
1-13	Design Services		2						30				12				8	62		\$1,000			\$6,264	
1-14	Design Services							8	6	10	12			4			8	60					\$6,246	
1-15	Design Services		8	16	16			80	50	6	8	4	4	4	8	8	20	244					\$22,500	
1-16	Design Services			20	10				60								40	130					\$12,460	
1-17	Design Services		2						30								8	20					\$6,350	
1-18	Design Services								30								24	6					\$6,192	
1-19	Design Services		2	400	109			132	160		20	20		20	12	24	60	1208					\$118,734	
1-20	Design Services		8			8		40	40		20	10		4		10	40	160					\$16,294	
1-21	Design Services		2					40	30		8	4		4		8	16	112					\$11,018	
1-22	Design Services							20	16				8				8	62					\$6,092	
1-23	Design Services								80								30	90					\$9,390	
1-24	Design Services			8				10	20								20	60					\$6,960	
1-25	Design Services			8				10	20								20	60					\$6,960	
	Subtotal for Design Services	6	40	636	274	6	6	602	640	20	80	50	24	60	90	90	620	2378	\$67,200	\$19,000	\$26,000	\$45,000	\$481,125	
	Blading Services																							
2-1	Blading Services		4					20	16								12	62					\$6,009	
2-2	Blading Services	4							20								8	32					\$2,132	
2-3	Blading Services								6								8	16					\$1,740	
2-4	Blading Services								16								8	24					\$2,604	
2-5	Blading Services								16								10	26					\$2,768	
	Construction Services																							
3-1	Construction Services					8	4		4								8	24					\$2,620	
3-2	Construction Services	4		62	10	28	20		36	4	8	4				4	16	166					\$17,792	
3-3	Construction Services					24			16								12	62					\$6,364	
3-4	Construction Services					12			12								8	32		\$13,000			\$13,300	
3-5	Construction Services																						\$6,000	
3-6	Construction Services					4			4								4	12					\$1,272	
3-7	Construction Services					6			6								4	20					\$2,036	
3-8	Construction Services					60			60								20	160					\$16,270	
3-9	Construction Services					12			12								8	32					\$3,200	
3-10	Construction Services					12												12					\$1,176	
3-11	Construction Services					32			20								20	72					\$7,536	
3-12	Construction Services																						\$0,000	
3-13	Construction Services					30	1200										8	1239					\$106,358	
3-14	Construction Services	8				16			8								8	40					\$3,840	
3-15	Construction Services					8			4	4	4	4		4		4	4	36					\$3,896	
3-16	Construction Services			80	10	16	20		16							4	8	176					\$16,414	
3-17	Construction Services					8			16								4	40					\$3,940	
3-18	Construction Services					8			6		4						8	32					\$3,274	
	Subtotal for Blading & Construction Services	28	4	132	30	296	1264	20	360	8	16	8	0	4	0	16	208	2304	\$9	\$13,000	\$0	\$0	\$322,364	
	TOTAL HOURS	36	44	670	304	294	1264	602	1160	38	96	50	24	72	80	108	608							
	TOTAL BIDDING COST	\$24,000	\$64,000	\$267,000	\$145,000	\$267,000	\$1,219,000	\$129,000	\$1,019,000	\$1,000,000	\$110,000	\$145,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000							
	TOTAL LABOR COST	\$2,000	\$2,000	\$60,200	\$4,000	\$3,000	\$105,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000		\$67,200	\$25,000	\$26,000	\$45,000	\$711,420	
	EXPENSES																							
	PRINTING & REPRO (Design)																							
	PRINTING & REPRO (Bl & Const)																							
	PREQUALIFICATION ADVERTISEMENT																							
	COMPUTER/COMMUNICATION (Design)																							
	COMPUTER/COMMUNICATION (Bl & Const)																							
	FLEET VEHICLE (\$0.75/mile) (Design)																							
	FLEET VEHICLE (\$0.75/mile) (Bl & Const)																							
	TOTAL EXPENSES																							

City Council Staff Report



Subject: Park City Heights Assessment Ordinance
Author: Phyllis Robinson, Community Affairs Manager
Department: Sustainability
Date: August 23, 2012
Type of Item: Legislative

Summary Recommendations:

Staff recommends that Council rescind the Assessment Area Resolution for Park City Heights adopted April 19, 2012 and the related Assessment Ordinance No. 15-12 adopted on June 14, 2012.

Topic/Description:

Park City Heights Assessment Area Bond Financing.

Background:

In November 2011 the City Council in its role as co-tenant owner approved a Purchase and Sale Agreement with Ivory Development for the sale and development of approximately 195.56 acres of the Park City Heights subdivision located at the east entrance to Park City. One of the terms of the sale was that the City would pursue financing for the cost of publicly-owned infrastructure developed for this project. The City determined the best way to do that was through the use of the Assessment Area Act which authorizes cities to finance the cost of public improvements to be made within a portion of the city through the levy and collection of special assessment levied against the benefitting private properties. On April 19, 2012 the City Council approved a resolution creating the Park City Heights Assessment Area. On June 14, 2012 the City Council approved Assessment Ordinance No 15- 12, which levied an assessment of \$3,720,000 upon the privately owned property within the Park City Heights Phase 1 Assessment Area. The assessment lien remains on the property until the assessment is paid in full or the City otherwise releases the lien.

Analysis:

Following Council approval of the Assessment Ordinance, bids were sought for the purchase of Bond Anticipation Notes in the amount of \$3,720,000. Five financial institutions reviewed the offer. One bid was received. It was within the anticipated parameters for rate, reserve accounts and other fees. Upon further analysis of the offer, total cost of funds, and timing, Ivory Development has decided to privately fund the infrastructure costs without municipal financing. With Ivory's decision to abandon public infrastructure financing there is no longer a need for the assessment or the assessment area.

Department Review:

This report has been reviewed by Legal and the Acting City Manager. All issues have been resolved.

Significant Impacts:

The release of the assessment area provides the City with additional bank qualified bonding capacity for 2012.

Alternatives:

A. Approve the request. Staff recommends rescinding the Assessment Area Resolution and the related Assessment Area ordinance.

B. Deny: The request to rescind the Resolution and Ordinance is being done at the request of Ivory Development. There is no benefit gained by the City in denying the request.

Recommendation:

Staff recommends that Council rescind the Assessment Area Resolution for Park City Heights adopted April 19, 2012 and the related Assessment Ordinance No. 15-12 adopted on June 14, 2012.

Attachments:

Attachment A: Resolution rescinding Assessment Ordinance No. 15-12.

Attachment A: Resolution rescinding Assessment Ordinance No. 15-12.

Park City, Utah

August 23, 2012

The City Council (the “Council”) of Park City, Utah (the “City”), met in regular session on August 23, 2012, in Park City, Utah, at 6:00 p.m. with the following members of the Council present:

Dana Williams	Mayor
Andy Beerman	Councilmember
Alex Butwinski	Councilmember
Cindy Matsumoto	Councilmember
Dick Peek	Councilmember
Liza Simpson	Councilmember

Also present:

Janet Scott	City Recorder
Thomas Bakaly	City Manager
Mark Harrington	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 23, 2012, meeting, a copy of which is attached hereto as Exhibit A.

After due consideration of the following resolution by the City Council, Councilmember _____ moved and Councilmember _____ seconded its adoption. The resolution was adopted by the following vote:

AYE:

NAY:

RESOLUTION NO. _____

A RESOLUTION RESCINDING ASSESSMENT ORDINANCE NO. - 15-12 ADOPTED BY THE PARK CITY COUNCIL ON JUNE 14, 2012, WHICH LEVIED AN ASSESSMENT AGAINST CERTAIN PROPERTIES IN THE PARK CITY, UTAH PC HEIGHTS ASSESSMENT AREA (THE “ASSESSMENT AREA”); APPROVING THE FORM OF THE RELEASE OF ASSESSMENT INTEREST; APPROVING THE FORM OF AN AGREEMENT FOR TERMINATION OF ASSESSMENT AREA; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Park City, Utah (the “City”), pursuant to the Assessment Area Act, Title 11 Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and pursuant to a resolution adopted on April 19, 2012 (the “Designation Resolution”), designated the Park City, Utah PC Heights Assessment Area (“Assessment Area”) after having obtained from each owner of properties to be assessed within the Assessment Area an executed Acknowledgement, Waiver and Consent (the “Waiver and Consent”); and

WHEREAS, the Council adopted an Assessment Ordinance No. 15-12 on June 14, 2012, (the “Assessment Ordinance”) approving an assessment list of the properties to be included in the Assessment Area and providing for the assessments to be levied against property within the Assessment Area to finance the cost of the Improvements in accordance with the Assessment Ordinance; and

WHEREAS, Ivory Development LLC, a Utah limited liability company (the “Developer”), has determined that the City’s financing of the construction of public improvements in the Assessment Area and the levying of an assessment is not necessary and has requested that the City terminate the Assessment Area; and

WHEREAS, the Council has determined that it is in the City’s best interest to rescind the Assessment Ordinance, abandon the creation of the Assessment Area and file a Release of Assessment Interest with the Summit County Recorder (the “Release”).

BE IT RESOLVED BY THE City Council (the “Council”) of Park City, Utah (the “City”), as follows:

Section 1. The Council hereby rescinds the Designation Resolution and the Assessment Ordinance and abandons the making and financing of the intended public improvements within the Assessment Area.

Section 2. The Council hereby approves the Release in the form attached hereto as Exhibit B and hereby authorizes the execution and recording of the Release with the Summit County Recorder.

Section 3. The Council hereby approves the Agreement for Termination of Assessment Area (the “Agreement”) in the form attached hereto as Exhibit C between the City and the Developer and authorizes the execution of the Agreement.

ADOPTED AND APPROVED August 23, 2012.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Janet Scott, the duly appointed, qualified, and acting City Recorder of Park City, Utah, do hereby certify that the above and foregoing is a full, true, and correct copy of the record of proceedings had by the City Council of Park City, Utah, at its meeting held on August 23, 2012, insofar as the same relates to or concerns the Park City, Utah PC Heights Assessment Area (the "Assessment Area") as the same appears of record in my office.

I further certify that the Resolution was recorded by me in the official records of Park City, Utah, on August 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Park City, Utah, this August 23, 2012.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Janet Scott, the undersigned City Recorder of Park City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-2-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the August 23, 2012, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on _____, 2012, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule A, to be delivered to the Park Record on _____, 2012, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto subscribed by official signature this August 23, 2012.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

EXHIBIT B

FORM OF RELEASE OF ASSESSMENT INTEREST

WHEN RECORDED, PLEASE RETURN TO:

Blake K. Wade
Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, Utah 84111-2221

RELEASE OF ASSESSMENT INTEREST

Park City, Utah, caused to be recorded with the Summit County Recorder's Office (a) a Notice of Encumbrance and Assessment Area Designation dated April 19, 2012 and recorded May 3, 2012, Entry No. 00944714, Book 2126, Page 1696 and (b) a Notice of Assessment Interest dated June 15, 2012 and recorded June 15, 2012, Entry No. 00947252, Book 2132, Page 1519 on the property described hereafter within the Park City, Utah PC Heights Assessment Area.

Park City hereby terminates the Notice of Encumbrance and Assessment Area Designation and the Notice of Assessment Interest and releases the lien upon that certain real property located in Summit, Utah, further described in Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned has executed this Release of Assessment Interest this _____, 2012.

PARK CITY, UTAH

By:

ATTEST:

City Recorder

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____, 2012, by the _____ and City Recorder of Park City, Utah.

NOTARY PUBLIC

EXHIBIT C

FORM OF AGREEMENT FOR TERMINATION OF ASSESSMENT AREA

AGREEMENT FOR TERMINATION OF ASSESSMENT AREA

THIS AGREEMENT FOR TERMINATION OF ASSESSMENT AREA, entered into this 23rd day of August, 2012, by and between Park City, Utah (the “City”) and Ivory Development LLC, a Utah limited liability company (the “Developer”).

WHEREAS, the City, at the request of the Developer, has undertaken the process to designate and create the Park City, Utah PC Heights Assessment Area (the “Assessment Area”), including the adoption of a designation resolution (the “Designation Resolution”) and an assessment ordinance (the “Assessment Ordinance”) and the recording of an Assessment Interest on properties located within the Assessment Area; and

WHEREAS, the Developer has determined that the City’s financing of the construction of public improvements in the Assessment Area and the levying of an assessment is not necessary and has requested that the City terminate the Assessment Area; and

WHEREAS, the City has incurred certain fees and expenses in the designation and creation of the Assessment Area and the Developer has agreed to pay such fees and expenses in consideration for the City’s terminating the Assessment Area.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, as well as other good and valuable consideration, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. The City agrees to adopt a resolution to rescind the Designation Resolution and the Assessment Ordinance and to file with the Summit County Recorder a Release of Assessment Interest to be recorded with respect to the properties included within the Assessment Area.

2. The Developer agrees to pay, within 10 days of execution of this Agreement, the costs and fees incurred by the City in designating and creating the Assessment Area, in particular the fees and costs of Ballard Spahr LLP, as legal counsel (\$27,443.53) and Municipal Bond Consulting, Inc, financial consultant (\$14,525 to be paid by the Developer, with the City paying an additional \$10,000 for a total of \$24,525).

3. Pursuant to Paragraph 5.6.2 of the Purchase and Sale Agreement (the “Purchase and Sale Agreement”) between Boyer Park City Junction LC, the City and the Developer dated November 21, 2011, the Developer hereby acknowledges that the City has fully performed under the Bonding Agreements contained in the Purchase and Sale Agreement and the Developer is proceeding with commercial funding mechanisms on its own. The Developer hereby releases the City of all obligations under the Purchase and Sale Agreement (including the Bonding Agreements contained therein) regarding the financing of public improvements.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

PARK CITY, UTAH

By:_____

IVORY DEVELOPMENT LLC, a Utah
limited liability company

By:_____



City Council Staff Report

Subject: Appointment of Representatives to Taxing Entity Committee
Author: Bret Howser
Department: Executive
Date: August 23, 2012
Type of Item: Legislative

Summary Recommendation: Council should vote to approve a resolution appointing Diane Foster, Acting City Manager, and Richard Peek, Councilmember and Council Liaison to the Redevelopment Authority (RDA), to represent Park City on the Taxing Entity Committee (TEC).

Topic/Description: Appointment of Representatives to Taxing Entity Committee

Background:

The Lower Park Avenue project area of the Park City Redevelopment Authority was created in 1990 for the purpose of financing community and economic development projects within the project boundaries via tax increment. When taxing entities participate in an RDA, they essentially invest the tax increment for a period of time (initially 25 years) and at the end of that period they receive an enhanced property tax revenue stream. Since the inception of the Lower Park Ave RDA, local tax entities have participated in the following projects, among others:

- Park City Library Improvements
- Golf Course Pro Shop & Improvements
- City Park Improvements
- Olympic Plaza/Tower
- Snow Creek Cottages
- Poison Creek Trail
- 10-13th Street Stairs
- Mawhinney Parking Lot

The Lower Park Ave RDA is set to expire after 2015. On August 9, 2012, City Council adopted a Letter of Intent (LOI) with Park City Mountain Resort outlining the parameters for a potential agreement with PCMR for the redevelopment of the parking lots at the resort base. In order to finance the project outlined in that LOI, the RDA would need to be extended to allow for tax increment to be collected through 2030.

Also on August 9, 2012, Council directed staff to prepare a resolution to replace the mostly recently named TEC representatives (Jim Heir and Tom Bakaly) with Diane Foster and Richard Peek.

To this end, Park City has called a meeting of the TEC on September 18, 2012, to consider a resolution extending the term of the RDA. By statute, City Council must appoint two representatives to this Committee.

Analysis:

The attached resolution would appoint Diane Foster, Acting City Manager, and Richard Peek, Councilmember and current Council Liaison to the RDA, as representatives of the City to the TEC. As such, they would vote on the proposed resolution for extension of the RDA on behalf of the City at the scheduled meeting on September 18.

Department Review:

This report has been reviewed by the Legal and City Manager Departments.

Alternatives:

A. Approve the Request:

This is staff's recommendation

B. Deny the Request:

Council must appoint representatives by statute. If Council is uncomfortable with the recommended representatives, they should appoint others.

C. Continue the Item:

Same as B

D. Do Nothing:

Same as B

Significant Impacts:

Council must appoint representatives to the TEC by statute. The resolution which these representatives will consider will have significant impacts on the ability of the City and RDA to move forward with the Lower Park Avenue master plan.

Recommendation: Council should approve a resolution appointing Diane Foster, Acting City Manager, and Richard Peek, Councilmember and Council Liaison to the Redevelopment Authority (RDA), to represent Park City on the Taxing Entity Committee (TEC).

Attachments:

A – TEC Appointment Resolution

Attachment A- TEC Appointment Resolution

Park City, Utah

August 23, 2012

The City Council (the “Council”) of Park City, Utah (the “City”), met in regular session on August 23, 2012, in Park City, Utah, at 6:00 p.m. with the following members of the Council present:

Dana Williams	Mayor
Andy Beerman	Councilmember
Alex Butwinski	Councilmember
Cindy Matsumoto	Councilmember
Richard Peek	Councilmember
Liza Simpson	Councilmember

Also present:

Sharon Bauman	Senior City Recorder
Mark D. Harrington	City Attorney
Bret Howser	Strategic Initiatives Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 23, 2012, meeting, a copy of which is attached hereto as Exhibit A.

After due consideration of the following resolution by the City Council, Councilmember _____ moved and Councilmember _____ seconded its adoption. The resolution was adopted by the following vote:

AYE:

NAY:

RESOLUTION NO. _____

A RESOLUTION APPOINTING REPRESENTATIVES TO THE
TAXING ENTITY COMMITTEE FOR THE REDEVELOPMENT
AGENCY OF PARK CITY, UTAH; AND RELATED MATTERS.

WHEREAS, the Redevelopment Agency of Park City, Utah (the “Agency”) is a community development and renewal agency (a public body, corporate and politic) duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, being Title 17C, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, the Agency receives tax increment revenue from its Lower Park Avenue Redevelopment Project Area established in 1990 (the “Project Area”); and

WHEREAS, by Resolution adopted by the governing body of the Agency, the Agency called for the creation of a Taxing Entity Committee (the “Committee”) for the purposes set forth in the Act; and

WHEREAS, Section 17C-1-403 of the Act permits the Taxing Entity Committee for the Agency (the “Committee”) to approve extensions of the time for the receipt of tax increment revenues from the Project Area; and

WHEREAS, Section 17C-1-402 of the Act stipulates that Park City Municipal (the “City”) shall have two representatives on the Committee.

BE IT RESOLVED BY THE City Council (the “Council”) of Park City, Utah, as follows:

Section 1. The Council hereby appoints Councilmember Richard Peek and Acting City Manager Diane Foster as the City’s representatives on the Committee, pursuant to Section 17C-1-402 of the Act.

Section 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED August 23, 2012.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Janet M. Scott, the duly appointed, qualified, and acting City Recorder of Park City, Utah, do hereby certify that the above and foregoing is a full, true, and correct copy of the record of proceedings had by the City Council of Park City, Utah, at its meeting held on August 23, 2012, as the same appears of record in my office.

I further certify that the Resolution was recorded by me in the official records of Park City, Utah, on August 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Park City, Utah, this August 23, 2012.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Janet M. Scott, the undersigned City Recorder of Park City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-2-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the August 23, 2012, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on August __, 2012, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Park Record on August __, 2012, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2012 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council of the City to be held during the year, by causing said Notice to be (i) posted on _____, 2012 at the principal office of the City Council, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the City on _____, 2012 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature this August 23, 2012.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING

City Council Staff Report

Subject: Quinn's Junction Family Funktion
Author: Max J. Paap
Department: Sustainability
Date: August 23, 2012
Type of Item: Application - Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing and approve the license for the Quinn's Junction Family Funktion, as conditioned, on September 15, 2012 at Quinn's Junction including participants from the Quinn's Sports Complex, NAC, IHC, People's Health Clinic, USSA and Park City Clinic.

Description:

Quinn's Junction Family Funktion

Background:

Gail Loveland, on behalf of the NAC, submitted an application to hold an open house format activity to showcase the services and amenities in the Quinn's Junction area. This is a first year event. The event would be held on Saturday, September 15 between the hours of 11:00 am and 3:00 pm. The organizer has estimated 500 participants throughout the day. There is no charge for the event and is family oriented. The organizers have met with Special Events staff to go over any logistical challenges or other issues. Activities include ice skating, ropes course demo, scavenger hunt and medical testing. A more detailed list of activities is included in Exhibit A.

Analysis:

This application is being reviewed as a Master Festival License due to the request for use of City property and possible concentration of large crowds. Quinn's Junction Family Funktion is consistent with City Council's Goals of Preservation of Park City Character due to the community based participation as well as the Goal of World Class Multi-Seasonal Resort Community.

The following areas were scrutinized by the Events Team when considering the recommendation to approve the event.

Proposed Activities

The event organizers have requested activities that are of relative low impact to existing use at Quinn's. No negative comments have been received from the Events Review team when sent out to Staff Review. The event would begin with set up of the area at 7:00 am. The event would begin at 11:00 am in the described area. The event is scheduled to be finished no later than 3:00 pm.

Parking

Parking for the anticipated crowd of 500 can be accommodated in the current Quinn's Junction parking lot inventory. The parking plan submitted by the applicant accounts for

any overflow parking needs to be directed to the Richardson's Flat park and ride lot with NAC providing free transportation using its existing shuttle equipment.

Findings of Good Cause to Reduce 90 day Review Requirement

NAC submitted their initial application in July of 2012; Park City Municipal Code (4-8-4) requires 90 day review for consideration of a Master Festival License. NAC has not met that criterion. Staff recommends that Council consider approval based on current Park City Council Targets for Action that promote Park City as a World Class - Multi Seasonal Resort Community that *promotes community amenities and events*. The Special Event Team finds that because of the limited size and scope of the event and that there are no other approved Master Festival and/or Special Event Licenses for September 15, 2012, this timeframe does allow for sufficient time for a proper review.

Department Review:

Sustainability, Streets, Parking, Police, Recreation and Police departments have reviewed the application for the Quinn's Junction Family Funktion and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Quinn's Junction Family Funktion as described. **This is staff's recommendation.**

Deny the Request:

Deny the Master Festival License, preventing the addition of the Quinn's Junction Family Funktion to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information.

Significant Impacts:

Park City has held many similar events to the Quinn's Junction Family Funktion. Impacts that could arise from this event have been actively addressed by Public Safety and the Events Team and should be kept to a manageable level.

Consequences of not taking the recommended action:

The Quinn's Junction Family Funktion would not take place on public property.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Quinn's Junction Family Funktion on September 15, 2012 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval:

Findings of Fact:

1. The Quinn's Junction Family Funktion will be held in and around the Park City Sports Complex at Quinn's Junction. The event will run from 11:00 am until 3:00 pm.

2. The applicant will post volunteers to help direct participants to the different event locations. This event will not cause a disruption of the normal routine of the community/affected neighborhoods.
3. The event will not obstruct sidewalks or public rights-of-ways. Public transportation and other vehicular and pedestrian traffic in the area will not be significantly interrupted.
4. Fire or other essential public employees will not be diverted from their normal duties to protect the remainder of the City from the impacts of this event.
5. The event is expecting no more than 500 attendees at any given time which will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
6. There are no other approved Master Festival and/or Special Event Licenses for September 15, 2012.
7. Due to the anticipated attendance and type of event there will not be an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. This application was submitted by the NAC. The Applicant and other participating entities have been working with City Staff to ensure that all conditions of the event will be met. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
2. The approval identification provided with the approval of this permit must be in possession of the applicant at all times while on location and must be made available for inspection when requested by City authorities or the public.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by June 8, 2012.
4. The Applicant will provide Park City Municipal Corporation with proof of liability insurance in the amount of \$2,000,000 and name Park City Municipal Corporation as additionally insured.

Attachments

Exhibit A- Applicant's Proposed Activity & Site Map

Submit by Email



Park City Municipal Corporation

Master Festival & Special Event Application

Special Events
435.615.5150
specialevents@parkcity.org

Master Festival (MFL) & Special Event Applications **MUST** be complete and submitted to the Special Events Department no Less than **90 Days** Prior to a MFL and no less than **60 Days** Prior to a Special Event for staff review. Applications not submitted within that timeframe may not be granted approval. Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions

This application **DOES NOT** constitute a valid permit until approved by the Special Events Department and/or Park City Council

APPLICATION FEES

All new applications require a \$100.00 non-refundable application processing fee

All applications for returning events require a \$50.00 non-refundable application processing fee

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant.

EVENT INFORMATION

MASTER FESTIVAL CRITERIA (PUBLIC EVENT) (If one box is checked the event is automatically an MFL)	☒ Attraction of crowds over 500 participants and or spectators	☐ Requires Partial or Full Street Closure or use of Public Right of Way	☒ Use of City park, buildings or other properties	☒ Use of off-site parking facility	☒ Use of Amplified Music
SPECIAL EVENT CRITERIA (PUBLIC OR PRIVATE EVENT)	☐ Causes significant public impacts via disturbance, crowd, traffic, and or parking	☐ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☐ Event signs visible from public property or right of way	☐ Temporary structures, including inflatable's

EVENT TYPE

☒ Street Fair/Festival	☐ Run - Walk	☐ Parade	☐ Trail Event	☐ Concert	☐ Road Bike Event
--	-------------------------------------	---------------------------------	--------------------------------------	----------------------------------	--

Other Type of Event (Please Specify):

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME: Gail Loveland		POSITION: Executive Director	
STREET ADDRESS: 1000 Ability Way		CITY, STATE, ZIP CODE: Park City, UT 84060	
MAILING ADDRESS: PO Box 682799 (If different from above)		CITY, STATE, ZIP CODE: Park City UT 84068	
TELEPHONE (WORK): 435-649-3991	MOBILE PHONE: 206-579-3355	OTHER:	
EMAIL ADDRESS: gail@discovermac.org		FAX NUMBER: 435-658-3992	
SPONSORING ORGANIZATION: NAC, IHC, Park City Municipal		Is organization a registered non-profit? ☒ Yes ☐ No (If yes, please provide copy of registration paperwork)	
ONSITE CONTACT: Allie Schneider (day/s of event)		MOBILE PHONE: 801-891-9902	

NAME OF EVENT: **Quinns Junction Family Funktion**

☒ FIRST TIME EVENT	☐ ANNUAL EVENT (How many years?)	Will a fee be charged for attendance or participation? ☐ Yes ☒ No
--	---	---

Overall Event Description (Briefly explain event and activities): **Activities, outreach, education, music and food in an open house format with 8+ Quinns Junction community partners featuring their programs**

EVENT DATES AND TIMES

EVENT DATE(S): 9/15/2012	EVENT HOURS - START TIME: 11am	END TIME: 3pm
SET-UP DATE/S: 9/15/2012	TIME/S: 7am - 11am	BREAKDOWN DATE/S: 9/15/2012
ESTIMATED ATTENDANCE - PARTICIPANTS:	SPECTATORS:	TOTAL: 1000
EVENT LOCATION: Quinns Junction (NAC, IHC, People's Health Clinic, USSA, Park City Clinic)		

EVENTS WITH ATTENDANCE HIGHER THAN 500 REQUIRES A SUMMIT COUNTY MASS GATHERING PERMIT



Park City Municipal Corporation

Master Festival & Special Event Application

Special Events
435.615.5150
specialevents@parkcity.org

OPERATIONAL - PART A

PARADE / STREET CLOSURES – * SITE MAP MUST BE INCLUDED WITH APPLICATION*

Will this be a Complete Road Closure?
YES ☐ NO ☒

Will this be a Partial Road Closure?
YES ☐ NO ☒

Will this be a Rolling Road Closure?
YES ☐ NO ☒

Names of Streets to be Closed : * SITE MAP, with proposed route if applicable, MUST BE INCLUDED WITH APPLICATION *

Street:	Between:	And:
Street:	Between:	And:
Street:	Between:	And:
Street:	Between:	And:

Description of reason for closure:

Days of Closure: (including setup and breakdown)	Start Date:	Reopen Date:	Time Of Closure:	Start:	End:
---	-------------	--------------	------------------	--------	------

Parade Information

Assembly Area:	Disbanding Area:	# of anticipated Entrants:
----------------	------------------	----------------------------

Does the event cross over city boundaries? YES ☐ NO ☒ Into Summit County ☐ Into Wasatch County ☐

PUBLIC FACILITY USE – * SITE MAP MUST BE INCLUDED WITH APPLICATION*

ADDITIONAL FEES MAY APPLY

Check any or all that apply :	☐ Miners Hospital	☐ Main Street - Miner's Park	☐ McPolin Barn
	☐ City Park Softball Field	☐ Library Field	☐ Dirt Jump Park
	☐ City Park Rugby Field	☒ Sports Complex Fields	☐ Skate Park
	☐ City Park Gazebo Area	☒ Ice Arena	
	☐ City Park Covered Picnic Area	☐ Rotary Park	

EVENT PARKING – * SITE MAP MUST BE INCLUDED WITH APPLICATION*

ADDITIONAL FEES MAY APPLY

Request for Closure of or Access to any public parking, This includes any activity that will remove public parking: YES ☒ NO ☐

If yes, you must complete a Request for Special Use of Public Parking Application

Will event parking be on Private property? YES ☒ NO ☐ (Written Permission from Owner of Private Parking Area is Required)

Will there be transportation services to and from Parking Lots? YES ☒ NO ☐

If yes, who is the provider? Name : National Ability Center Contact Information: Larry Finan, 435-649-3991

TEMPORARY STRUCTURES & IMPROVEMENTS – * SITE MAP MUST BE INCLUDED WITH APPLICATION*

All temporary structures must be approved and inspected by the Park City Building Department at 435-615-5100. Check all that apply

☐ Bleachers	☐ Inflatable's	☐ Canopies
☒ Stage/s	☐ Temporary Lighting	☒ Tent/s < 200 sq ft
☐ Trailer/s	☐ Structures over 6' in height	☐ Tent/s > 200 sq ft

Will you have electrical needs? YES ☐ NO ☒

Do you propose to use generators? YES ☐ NO ☒

What is the purpose of the structures: stages serve as a location for local bands to be featured; tents for outreach booths and shade

Will you be using flammable materials, including fuels and gasses? YES ☐ NO ☒

Will you be requesting permits for fireworks? YES ☐ NO ☒

If yes to either above question, a Fire Permit Application must be submitted 20 days prior to the event.

Toilet Facilities – Depending on the size, scope and location of this event the SUMMIT COUNTY HEALTH DEPARTMENT may require additional public facilities. Site plan must include the location of public facilities

Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions



Park City Municipal Corporation

Master Festival & Special Event Application

Special Events
435.615.5150
specialevents@parkcity.org

OPERATIONAL - PART B

WASTE MANAGEMENT & RECYCLING

The Park City Municipal Corporation encourages sustainable efforts in Waste Management including the recycling of as much event waste as possible. Please refer to the Park City Event Planning Guide for a list of local recyclers to find out how they may assist you.

All applications must include a waste management plan that includes pre and post event details

FOOD AND MERCHANDISE SALES

Will there be sale of Merchandise? YES ☒ NO ☐

Will there be sale of or complimentary food? YES ☒ NO ☐

Describe Items for sale :

Food for sale at the small farmer's market at People's Health Clinic and Hospital cafeteria

Will food items be pre-packaged? YES ☐ NO ☒

Will food items be cooked at event? YES ☐ NO ☒

Will food items be prepared off site? YES ☒ NO ☐

All individual vendors must obtain a Park City Business License & Summit County Temporary Food Service Permit
If cooking onsite a permit may be required for use of appliances

Will there be beer, wine, and/or liquor sales during the event? YES ☐ NO ☒

The Park City Finance Department requires application for a Beer & Liquor License.

The Utah Dept. of Alcoholic Beverage Control (UDABC) may require application for a Single Event Liquor License or other state permit.

TEMPORARY SIGNS

Will there be Temporary signs at the event? YES ☒ NO ☐

If yes, attach sign plan describing sign content, sizes and locations

ANIMALS AT EVENT

Will there be animals at the event? YES ☐ NO ☒

If yes, attach plan to address nuisances or health hazards associated with the animals.

COMMUNICATIONS NEEDS

Will there be installation of antenna for communications? YES ☐ NO ☒

If yes, attach site plan and specifications of antenna.

SAFETY - SECURITY

A Operational Plan is required for all events outlining : Security and Crowd Control specifics, Fire District and Access Information, First Aid & EMT requirements (Refer to Park City Special Event Planning Guide for more information)

Does your event require Law Enforcement services beyond routine periodic patrol? YES ☐ NO ☒

Upon review the Park City Police Department may require additional on-site personnel for event approval

MARKETING OF EVENT

Proper marketing your event is vital to its success. Please contact the Park City Chamber Bureau (www.parkcityinfo.com) as a resource.

Who is the target market for this event?

Park City Residents and residents of Wasatch and Summit County who utilize local organizations and resources at Quinns Junction

Where is the target market for this event? Local ☒ Regional ☐ National ☐ International ☐

Will this event be televised? YES ☐ NO ☒

Local ☐ Regional ☐ National ☐ International ☐

Describe coverage:

Please list print advertisements including newspapers and magazines:

Park Record and KPCW

Please list range of marketing budget

< \$100 ☐

\$100 - \$500 ☐

\$500 - \$1000 ☒

> \$1000 ☐

Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions



Park City Municipal Corporation

Master Festival & Special Event Application

Special Events
435.615.5150
specialevents@parkcity.org

INFORMATIONAL - PART A

INSURANCE REQUIREMENTS

MUST BE SUBMITTED AT LEAST 10 DAYS PRIOR TO EVENT

Park City Municipal Corporation requires proof of liability Insurance in the minimum amount of two million dollars (\$ 2,000,000) and the applicant shall name Park City Municipal Corporation, 445 Marsac, P.O Box 1480, Park City, Utah 84060 as additionally insured

RULES AND REGULATIONS

To insure prompt and accurate processing of your application, ensure that ALL relevant support materials and documentation accompanies application. Failure to do so will constitute an incomplete application and may delay review.

A complete application must include a event site plan that includes, but may not be limited to the following: street closures, signs, operational vehicles, barricades, tents and other temporary structures, activity locations, bleachers, portable and fixed toilets, water stations, event headquarters, solid waste & recycle containers, entrances/exits, walkways, fire lanes, event route, operational plan , security / crowd control plan, power sources, cooking facilities, etc.

Upon application the Park City Special Event Department may set up a meeting to discuss your event

The Applicant(s) shall assume and reimburse the city for any and all costs and expenses determined by Park City Municipal Corporation such as City's staff's time if required at event, additional garbage or waste in city receptacles, providing, erecting or moving equipment such as barricades, directional or event signs, garbage and waste receptacles. Park City Municipal Corporation may require a deposit that shall not exceed one thousand dollars (\$ 1,000.00) to cover such expenses.

AGREEMENT AND SIGNATURE

I, the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on it's behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed)	Gail Loveland
----------------	---------------

Signature:	Gail Loveland
------------	---------------

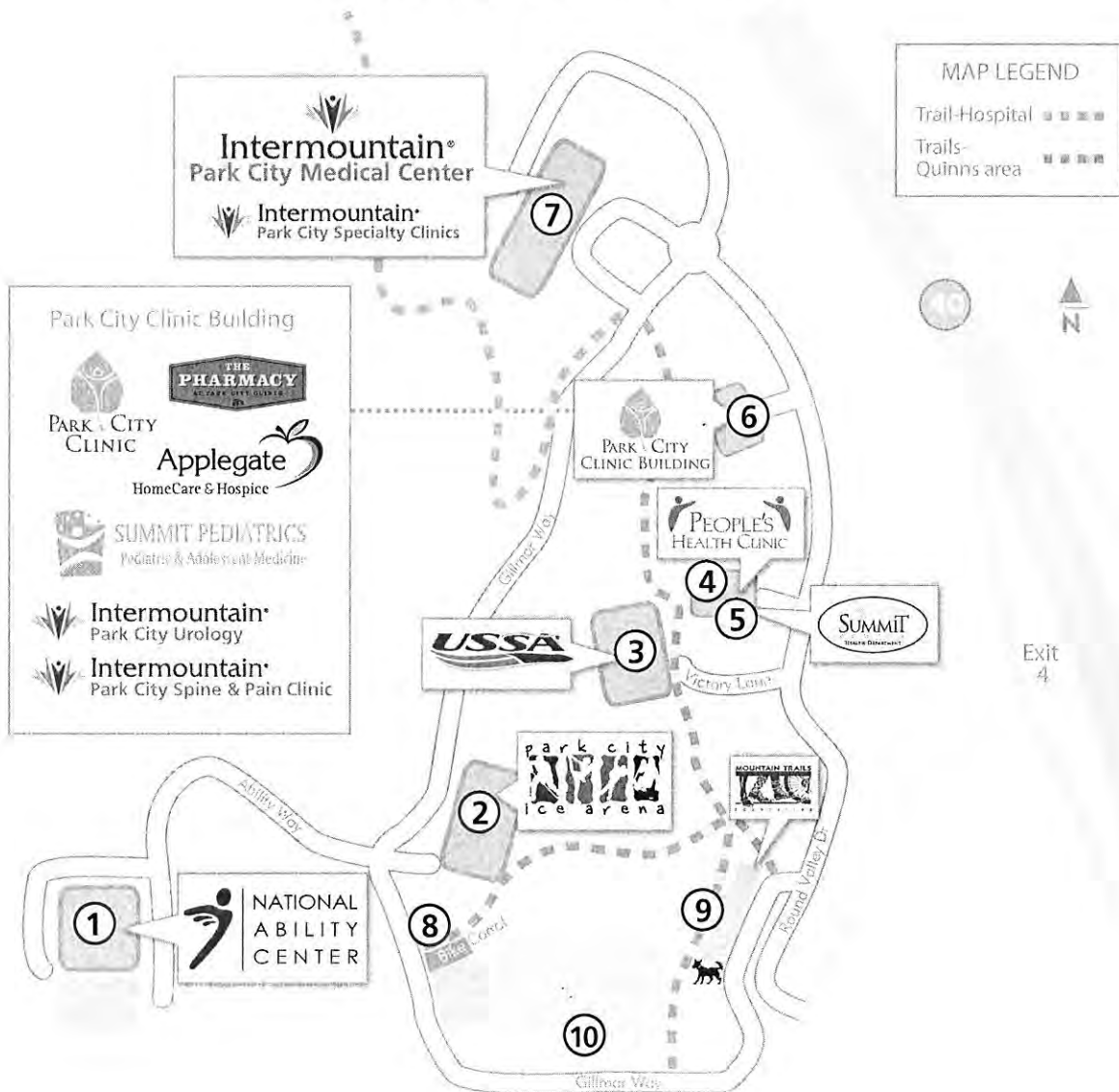
Date:	7/25/2012
-------	-----------

Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions

Quinn's Junction Family Function

Park City's Medical Campus – 1st Annual Health Fair

Friday?, Sept ??, 11:00am~4:00p.m.??



Family Function Events

Organizations	Times (events run from 11:00am~4:00pm)
1. National Ability Center	<i>all hours:</i> Archery, Cycling, Waterski demo, Therapeutic Riding Lesson Observation <i>1:00~2:00pm only:</i> Ropes Course Demo
2. Park City Ice Arena	<i>all hours:</i> Ice Skating
3. USSA	<i>all hours:</i> Dryland, athlete autograph
4. People's Health Clinic	<i>all hours:</i> Farmers Market
5. Summit Pediatrics	<i>all hours:</i> Games, Scavenger Hunt
6. Park City Clinic	<i>all hours:</i>
7. Park City Medical Center	<i>all hours:</i> FREE Body-Mass Index assessment and prizes

MISC (*all hours*)

1. Playground
7. Bike Corral & Playground
8. Dog Park
9. Food area
10. Restrooms
- BIKE TRAILS...
11. Quinn's Trail
12. Hospital Trail

Quinns Junction Family Funktion Event Program

Organizations	11:00am	12:00pm	1:00pm	2:00pm	3:00pm
National Ability Center	Archery, Cycling, Therapeutic Riding Lesson Observation	Archery, Cycling, Therapeutic Riding Lesson Observation,	Archery, Cycling, Ropes Course Demo, Therapeutic Riding Lesson Observation	Archery, Cycling, Therapeutic Riding Lesson Observation,	Archery, Cycling, Therapeutic Riding Lesson Observation,
Park City Ice Arena	Ice Skating Dunk Tank, Jump Rope Team and Fire Truck: Times to be determined	Ice Skating	Ice Skating	Ice Skating	Ice Skating
Park City Clinic	Dryland, athlete autograph	Dryland, athlete autograph	Dryland, athlete autograph	Dryland, athlete autograph	Dryland, athlete
USSA	Women's and baby fair, breast exams, tours of breast biopsy area, Q&A with a doctor, Information on the health and fitness institute, body mass index checks: Times to be determined.				
Park City Medical Center	Farmers Market	Farmers Market	Farmers Market	Farmers Market	Farmers Market
People's Health Clinic	Games, Scavenger Hunt	Games, Scavenger Hunt	Games, Scavenger Hunt	Games, Scavenger Hunt	Games, Scavenger
Summit Pediatrics					
Summit County Health Dept.					
Applegate Homecare					
Mountain Trails					
Mountain Town Stages					

City Council Staff Report



Subject: Car Sharing Parking License Agreement
Author: Tyler Poulson
Department: Sustainability
Date: August 23, 2012
Type of Item: Administrative

Summary Recommendation:

Authorize the City Manager to enter into a Car Sharing and Parking License Agreement with U-Haul Car Share. The agreement requires the lease of public parking stalls to U-Haul Car Share as well as City staff time for marketing the program.

Background:

During Work Session on May 3, 2012, City Council directed staff to issue a RFP seeking hourly car sharing services for the Park City community. This direction was in-line with numerous Council-approved objectives to reduce carbon emissions and conserve energy. Below is a list of related objectives from the City's Environmental Strategic Plan:

Objective 1.2: Reduce Park City's community CO₂ emissions

Objective 4.1: Increase utilization of alternative transportation

Objective 4.2: Maintain air quality at current levels

Staff issued a Request for Proposals (RFP) for car sharing on June 11, 2012 and responses were due by July 11, 2012. Details on the RFP were published on ParkCity.org, UtahLegals.com and in The Park Record. Staff also informed All Resort Express, a local company that provides transportation services, that the RFP was posted. Information on the Scope of Services requested in the RFP is available in Exhibit A.

U-Haul Car Share was the only firm who expressed interest and responded to the RFP. They are also the same company who had previously expressed interest in launching car sharing in the Park City area. Since no other responses were received, Staff did not convene a Selection Committee to compare various providers. Staff has reviewed the response of U-Haul Car Share and recommends that City Council approve entry into an agreement for hourly car sharing services (Exhibit B). More details are presented in the Analysis section.

Analysis:

Car sharing is a model where users rent vehicles for short periods of time in order to complete personal errands and tasks. Car share vehicles are typically the property of an organization who parks the vehicles in designated, public stalls for rental. Car share participants enjoy the benefits of a personal vehicle, when needed, without the necessity of purchasing and maintaining their own vehicle.

It is common for car sharing firms to partner with other entities (e.g., local governments) in order to acquire complimentary parking spaces, marketing support, and other benefits. Typically these arrangements benefit both parties by promoting shared goals, such as fewer vehicles on

the road and other positive environmental and health-related outcomes¹. U-Haul Car Share has entered into such agreements throughout the country, including with Salt Lake City Corporation, University of Utah, Westminster College and Utah Transit Authority (UTA) in Utah.

Entering into an agreement with U-Haul Car Share would require the City provide limited marketing support for the partnership. This would include assistance with advertising the car sharing program and developing a marketing strategy. Details of specific marketing support would be determined on a case-by-case basis and agreed upon by both the City and U-Haul Car Share.

In addition to marketing, the agreement with U-Haul Car Share requires the City to provide dedicated parking spaces for car sharing vehicles at no cost to the vendor. Staff is recommending that the program is launched with two (2) City spaces in covered stalls at China Bridge. The vendor will have the ability to partner with private organizations in order to acquire additional spaces and increase the scope of its program. The City will also consider additional public spaces for car sharing use if the program is successful. Any parking enforcement will be negotiated as part of the agreement with the vendor, but PCMC intends to specify that the City's enforcement efforts will not extend beyond existing patrol routes and staffing hours.

Staff is working with U-Haul Car Share to determine the most appropriate vehicles for launching the program. Staff is recommending that a Toyota Prius and Ford F-150 be utilized for the China Bridge spaces. These vehicles would service a wide range of customers and specific objectives including fuel efficiency, hauling materials and transporting varying numbers of passengers. Staff believes that these two vehicles combine to provide flexibility and compelling reasons for both businesses and individual citizens to join the program.

U-Haul Car Share allows users to bring pets into vehicles as long as the driver signs an agreement to follow certain rules and keep the vehicles clean. The vendor's car sharing program also accepts international driver's licenses and has a separate rate structure for organizations / corporations who sign up for accounts. Details on individual user rates, and vehicles available, can be found by visiting the vendor's website (www.ucarshare.com) and selecting Salt Lake City as your search location.

If City Council directs staff to enter into an agreement with U-Haul Car Share, staff will adopt an Administrative Policy related to dedicated public parking stalls for private use. U-Haul Car Share estimates that they could launch car sharing services in Park City within 2-3 months after receiving a notice to proceed.

Department Review:

Parking Services, Planning, Sustainability, Transit, Legal and the Acting City Manager have reviewed this report and their comments have been included.

Alternatives:

A. Approve:

Authorize the City Manager to execute the Car Sharing and Parking License Agreement with U-Haul Car Share listed in Exhibit B (Staff Recommendation).

¹ "North American Carsharing: 10-year Retrospective":

<http://76.12.4.249/artman2/uploads/1/Shahen - Cohen - Chung - North American Carsharing - 10 Year Retrospective - 2009.pdf>

B. Modify:

Council could choose to modify the agreement and/or program details prior to adoption.

C. Continue the Item:

Council may feel there is not enough information to make a decision at this time and ask staff to return with additional details.

D. Deny the Request:

Council could choose to not pursue an agreement for car sharing services for the Park City community at this time.

Significant Impacts:

Environmental, Health, and Transportation Impacts: Promoting transportation alternatives is a key component of the Environmental Strategic Plan and Transportation Master Plan. Additionally, traffic congestion and transportation-related emissions have been mentioned as a concern of Park City citizens during community Visioning and other public input sessions. Car sharing has provided numerous benefits to communities across North America including the following:

- Participants selling a personal vehicle
- Participants avoiding the purchase of a new vehicle
- Participants walking more and taking public transit more often
- Participants creating an overall reduction in vehicle miles travelled

A summary of these findings is included in the study “North American Carsharing: 10-year Retrospective” published in the Transportation Research Record journal (link below):

<http://76.12.4.249/artman2/uploads/1/Shaheen - Cohen - Chung - North American Carsharing - 10 Year Retrospective - 2009.pdf>

It is difficult to forecast the precise environmental and transportation impacts of a car sharing program in Park City. While car sharing typically thrives in urban communities, Aspen, CO is one example of car sharing being successful in a community similar to Park City. U-Haul Car Share has assessed the demographics of Park City and believes that their program could thrive here and contribute positively to our alternative transportation mix. If a program is launched, staff will work closely with U-Haul Car Share to track program performance and report metrics and program benefits.

City Funds Expended: The agreement with U-Haul Car Share does not require the expenditure of any City funds, nor does the City share in any revenues from the program. U-Haul Car Share, at its sole expense, will be responsible for insuring and maintaining all vehicles utilized in the car sharing program.

Leasing parking stalls at no cost to the vendor will result in foregone revenue for the City (e.g., if parking demand reaches capacity of available passes at China Bridge). The foregone revenue will equal up to \$300 per stall in China Bridge and includes the value of an annual parking pass plus additional charges for Sundance. If additional locations are later considered for car sharing vehicles then foregone revenue impacts will be calculated on a case-by-case basis.

Agreement Term: The term of the Car Sharing and Parking License Agreement shall be from the date of delivery of vehicles for a period of three (3) years. During the term of this contract, either party may terminate the agreement with thirty (30) days advanced written notice. Both

parties have an option to renew the agreement, based on mutual satisfactory performance and joint written approval, for up to two (2) additional years.

Recommendation:

Authorize the City Manager to enter into a Car Sharing and Parking License Agreement with U-Haul Car Share. The agreement requires the lease of public parking stalls to U-Haul Car Share as well as City staff time for marketing the program.

Exhibits (Included):

Exhibit A – Scope of Services (from RFP): Car Sharing Services in Park City

Exhibit B – Carsharing and Parking License Agreement with UHaulCarShare

Exhibit A - Scope of Services (from RFP): Car Sharing Services in Park City

II. Scope of Services Required

This section includes details on the services requested from a car sharing provider. The City is willing to partner with a private organization in order to ensure a successful program and keep costs lower for program users. Information on City contributions to this partnership is included in the Scope of Services section.

1. Services and Requirements of Car Sharing Organization (CSO)

- a. **Vehicle Availability** – The CSO will be expected to provide and maintain all vehicles associated with the program at their sole expense. The CSO should incorporate primarily hybrid and/or fuel efficient vehicles into their local rental fleet.
- b. **Vehicle Maintenance Plan** – The CSO will be solely responsible for maintaining the vehicles in the fleet, including all oil changes and other required services. PCMC will not participate in keeping the vehicles in proper working order.
- c. **Vehicle Rental and Customer Service Availability** – The CSO should have an efficient vehicle rental system where users can easily view and rent vehicles for use. The CSO should also demonstrate the ability to be responsive to members of their car sharing program.
- d. **User Types Supported** – It is expected that a CSO will offer their services to an array of potential users including full-time residents, part-time residents, local visitors, and organizational users (e.g., businesses, non-profits, etc.). The CSO must have a policy for checking driving records in order to promote the rental of vehicles to safe and responsible users.
- e. **Community Marketing Plan** – In order to ensure program success, and advance City goals, the CSO should be able to implement a marketing plan that attracts car sharing members and encourages use of shared vehicles.
- f. **Signage for Dedicated Car Sharing Parking Stalls** – It will be the responsibility of the CSO to provide proper signage, as approved by PCMC's Planning Department, for dedicated parking stalls. The signage should identify the service provider's name and logo while also clearly indicating that the parking space is restricted to use by car sharing participants only. PCMC may participate in installing signage at car sharing locations. All signs must be in compliance with the PCMC sign code.
- g. **Affordability** - The program must be reasonably priced, in order to encourage vehicle usage, with pricing levels guaranteed for some duration.
- h. **Compliance with existing laws** - Car sharing members will be expected to respect all rules and regulations of the thoroughfare and roadways. Additionally, the CSO will be responsible for insuring, registering, and

meeting all other applicable requirements for vehicles and drivers in accordance with state laws.

- i. **Indemnification** - The program will not create financial risks or burdens upon the City and the operator must fully and unconditionally indemnify the City.

2. PCMC Contributions to the Car Sharing Partnership

PCMC is willing to provide the below contributions in order to increase chances of program success and keep prices reasonable for car sharing users. The final terms of partnership will be negotiated between the City and successful RFP respondent.

- a. **Dedicated Parking Stalls** – PCMC intends to provide a limited number of dedicated parking stalls for vehicles used in the car sharing program. The total number of stalls provided, and location of the stalls, will be negotiated between PCMC and the CSO. The program may begin with a small number of dedicated stalls in order to test the efficacy and consumer demand for car sharing. Availability of City-owned stalls may be limited to covered parking due to the cold climate and harsh winter conditions in Park City. The CSO will have the ability to arrange for additional parking stalls on private property at their own expense. PCMC may provide very limited parking enforcement support, with the CSO contracting for any additional services needed. Parking enforcement is not guaranteed and will be site-dependent with any details negotiated as part of the partnership.
- b. **Limited Marketing Support** – PCMC will provide limited marketing support in order to encourage program participants to sign up and utilize vehicles. This support will include access for the CSO to advertise at certain City-sponsored events, visibility of the program on the City website and in certain communications, and strategic direction from City staff on how to reach stakeholders and potential participants.
- c. **Assistance with Vehicle Siting** – PCMC staff from Planning, Sustainability, and Transit will assist the CSO in selecting sites for vehicle placement. City staff will draw on past experience with alternative transportation programs, and related initiatives, to provide recommendations for quantity of vehicles and vehicle location.
- d. **Use of Car Sharing** – PCMC intends to sign up as an organization that utilizes the CSO's vehicles as a way to complement its existing fleet. However, the City will not guarantee any amount of vehicle usage or related revenue for the CSO.
- e. **Exclusivity Agreement** – PCMC will consider entering into an exclusivity agreement with the CSO that restricts the City's ability to formally partner with another CSO for a specified amount of time. Details of any exclusivity agreement would be negotiated during the CSO selection process.

**CARSHARING AND PARKING LICENSE AGREEMENT
BETWEEN**

**Park City Municipal Corporation
AND
U-HAUL COMPANY OF Utah**

THIS AGREEMENT (“Agreement”) is made and entered into on August ___, 2012 by and between Park City Municipal Corporation, hereinafter called “The City,” and U -HAUL COMPANY OF Utah, (dba UhaulCarShare), hereinafter called “UhaulCarShare.”

WHEREAS, The City is the owner and/or operator of certain parking spaces (“Spaces”) on The City property located in Park City, UT.

WHEREAS, UhaulCarShare offers a carsharing service that makes certain vehicles owned or leased by UhaulCarShare (“Vehicles”) available to its members on a per-use basis, which entitles enrolled members to park Vehicles in designated Spaces as described more fully in Paragraph 2 below.

WHEREAS, The City wishes to license to UhaulCarShare the exclusive use of two (2) spaces on The City property in accordance with the provisions of this Agreement, as indicated on the attached site map incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, The City and UhaulCarShare hereby agree as follows:

1. AGREEMENT TERM

The term of this Agreement (“Term”) shall be from the date of delivery of vehicles for a period of Three (3) years. During the term of this agreement, a party may terminate the agreement for any reason with thirty (30) days advanced written notice to the other. Both parties acknowledge that there is an option to renew the agreement based on mutual satisfactory performance and written approval of both parties for up to two (2) additional one-year periods.

2. PARKING SPACES

City agrees to license to UhaulCarShare, on an exclusive basis, the two (2) following described Spaces:

1. China Bridge Parking Structure – Swede Alley, Park City, UT
2. China Bridge Parking Structure – Swede Alley, Park City, UT

Upon written notice to UhaulCarShare, the City may relocate the Spaces after 48 hours.

UhaulCarShare shall not permit the accumulation of refuse, or dispose of liquid or other waste in or about the Spaces, nor cause or permit any nuisance or other condition or act that may interfere with the authorized use of the Spaces. The City shall be responsible for all other

cleaning and/or maintenance of the Spaces. The City is entitled to enter onto the Spaces at any time and for any purpose, including but not limited to maintenance and inspection of Spaces and the surrounding Property. UhaulCarShare shall be responsible for moving vehicles that interfere with the regular maintenance of Spaces. UhaulCarShare requires written notice by the City one week prior to regular maintenance of Spaces.

3. USE

UhaulCarShare and its members shall have the exclusive right to park Vehicles in the Spaces for the sole purpose of parking Vehicles, and for no other use or purpose. The City will provide 24-hour parking privileges and 24-hour in and out privileges for the Vehicles. The City will coordinate with UhaulCarShare on enforcement of parking restrictions. City Parking Enforcement may provide support, within existing patrol routes and hours, but may not be available to coordinate towing efforts. UhaulCarShare may provide clearly marked signage in the Spaces that deters unauthorized parking. UhaulCarShare acknowledges it has the ability to coordinate towing with a private company if parking issues persist.

4. MARKETING

UhaulCarShare and the City will collaborate to market, and will market, UhaulCarShare to City staff and departments in various ways as needed. UhaulCarShare will provide all posters, fliers, handbills for distribution.

The City agrees to cooperate in joint marketing efforts that provide information and incentives for City employees and locals, but which do not compromise existing City non-public forums nor waive fees customarily charged uniformly to third parties.

UhaulCarShare will:

- Offer special incentive discounted membership to all residents, employee/city staff, during the first three months after delivery of the Vehicles.
- Provide discounted membership for the life of the program to select groups, such as City alternative transportation users, as defined by the City and UhaulCarShare.
- Provide art work for campaigns and provide staff to promote the program at selected public events.
- Provide all printed materials.
- Provide text for email/e-newsletter campaigns.
- Provide quarterly reports to the City regarding total number of users and vehicle rental statistics.
- Conduct an annual survey of UhaulCarShare members and provide results to the City. The survey will include questions related to use of the program, changes in personal transportation choices (e.g., frequency of walking, biking, bus transit use, plus vehicle ownership), and other valuable metrics to gauge program effectiveness.

5. RISK OF LOSS

Parking is at the sole risk of UhaulCarShare and UhaulCarShare bears all risk of loss or damage to any Vehicles parked in the Spaces. The City shall have no responsibility to guard or assume care, custody, or control of UhaulCarShare's signage or Vehicles (including contents and/or any property belonging to UhaulCarShare's members). The City shall not be obligated to

provide insurance for any Vehicles parked in the Spaces, and is not responsible for any damage to or loss of the Vehicles for any reason whatsoever, whether caused by fire, water, earthquake, liquefaction, theft, vandalism or any other known or unknown risk.

6. SIGNAGE

The City shall permit UhaulCarShare to install clean signage at each of the Spaces and signage on the parking lot entrance signs. The size, placement, and form of such signage shall be subject to The City's approval, not to be unreasonably withheld or delayed. UhaulCarShare will promptly replace any damaged or missing signage at The City's request at UhaulCarShare's sole cost and expense.

7. NOTICES

Any notices which may be required under this Agreement shall be in writing, effective when received and given by personal service, or by certified or registered mail, return receipt requested (effective upon receipt) to the addresses set forth below, or to such other address as may be specified in writing by the parties.

UhaulCarShare:

UhaulCarShare
Attn: Francisco Baltazar
2727 N. Central Ave.
Phoenix, AZ 85004

Phone: (602) 263-6811 Ext: 618146
Fax: (602) 277-5812

Park City Municipal Corporation:

Park City Municipal Corporation
Attn: Tyler Poulson / Sustainability
445 Marsac Ave
Park City, UT 84060

Phone: 435.615.5204
Email: tyler.poulson@parkcity.org

8. INDEMNIFICATION

UhaulCarShare agrees to indemnify, defend and hold harmless City, its officers, agents, and employees from and against any and all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney fees, arising out of UhaulCarShare's or its officers', or employees' intentionally wrongful, reckless or negligent performance of the Agreement hereunder. If City's tender of defense, based upon this indemnification provision, is rejected by UhaulCarShare, and UhaulCarShare is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, UhaulCarShare shall pay City's reasonable costs, expenses and attorney fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing

herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's own negligence or intentional acts.

9. TERMINATION FOR BREACH OF AGREEMENT

The failure of UhaulCarShare to comply with any term or condition contained herein shall constitute a breach of this Agreement. In the event that UhaulCarShare breaches this Agreement by failing to comply with any term or condition, The City may, at its sole option, immediately terminate this Agreement.

The failure of The City to comply with any term or condition contained in this Agreement shall constitute a breach of this Agreement. In the event that The City breaches this Agreement by failing to comply with any term or condition contained herein, UhaulCarShare may immediately terminate this Agreement.

10. PUBLICITY AND INTELLECTUAL PROPERTY

UhaulCarShare shall not use the name of the City, or any abbreviation thereof, or any name of which The City is a part, or any trademarks or logos of the City, in any commercial context, such as may appear on products, in media (including website), or in print advertisements in cases when such use may imply an endorsement or sponsorship of UhaulCarShare, its products or services. UhaulCarShare's use of The City's name, trademarks, or logos in commercial advertisements, publications, websites, or promotional materials is prohibited unless such use has been approved in advance in writing by The City.

UhaulCarShare shall only use the name of the City for vehicle location purposes only (letting members know where a particular vehicle is for a reservation).

The City shall not use the name of UhaulCarShare, or any abbreviation thereof, or any name of which UhaulCarShare is a part, or any trademarks or logos of UhaulCarShare, in any commercial context, such as may appear on products, in media (including website), or in print advertisements in cases when such use may imply an endorsement or sponsorship of The City, its products or services. The City's use of UhaulCarShare's name, trademarks, or logos in commercial advertisements, publications, websites, or promotional materials is prohibited unless such use has been approved in advance in writing by UhaulCarShare.

11. LAWS

UhaulCarShare shall obey all laws, ordinances, regulations, and rules of the federal, state, county and municipal governments that apply to its operations under this Agreement.

12. ASSIGNMENT

UhaulCarShare shall not assign this Agreement without the express written consent of The City.

13. LIENS

UhaulCarShare shall keep the Spaces free from any liens arising out of any work performed, materials furnished, or any other obligations incurred by UhaulCarShare.

14. MAINTENANCE

UhaulCarShare is responsible for all warranty related maintenance on vehicle(s). This includes all preventative maintenance as well as emergency maintenance such as dead batteries, flat tires, etc. Local U-Haul employees will take the vehicle(s) for car washes every other week. UhaulCarShare will hire a student intern to execute maintenance after a second vehicle is added if usage of the one vehicle justifies the addition of a second vehicle.

15. LIABILITY INSURANCE

UhaulCarShare, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive General Liability Insurance (contractual liability included) with minimum limits as follows:
 1. Each Occurrence \$1,000,000
 2. Products/Completed Operations Aggregate \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. General Aggregate \$2,000,000
- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence insuring U-Haul Company of Utah (dba UhaulCarShare) against any and all liability arising out of the use or maintenance of the Spaces or resulting from any damage caused by UhaulCarShare's enrolled members' operation of the Vehicles while on City property. All such insurance shall be primary and non-contributing and shall name "Park City" as additional insured. Certificates shall provide for thirty (30) days [or ten (10) days for non-payment of premium] advance written notice to City of any material modification, change, or cancellation of any of the above insurance coverages.
- c. All insurance coverages required by federal, state, and local laws and statutes, including, but not limited, to Workers' Compensation with limits as required by law.
- d. UhaulCarShare members will have minimum state liability coverage upon becoming a member of the UhaulCarShare program during each reservation.
- e. Upon request, UhaulCarShare shall furnish certificates of insurance and/or proof of self insurance, verifying the aforementioned coverage(s) and limits.

Insurance requirements shall be evaluated prior to any term renewal or amendment to this Agreement. Nothing in this agreement shall waive any defense, limit or applicability of the Utah Government Immunity Act.

16. GOVERNMENT RECORDS AND MANAGEMENT ACT

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by UhaulCarShare pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written.

U-Haul Co of Utah

By _____
Name: _____
Title: _____
Date: _____

Signature

Park City Municipal Corporation

By Park City Municipal Corporation
Name: Diane Foster
Title: Acting City Manager
Date: August , 2012

Signature



City Council Staff Report

Subject: Parking Code Amendments
Author: John Paul Boehm, Transportation Planning Technician
Brian Andersen, Parking Team Leader
Department: Parking Services, Transportation Department
Date: August 23, 2012
Type of Item: Legislative

Summary Recommendations:

Staff recommends that the City Council review the proposed amendments to Title 9 of the Park City Municipal Code. Council should hold a public hearing and consider adopting the amended ordinances.

Topic/Description:

Amendments to Park City Municipal Code, Title 9, Chapter 2-1, Parking Prohibited in Certain Places, and Chapter 2-7, Parallel Parking and Chapter 5-3(A), Resident Permit.

Background:

During the most recent review of the Municipal Code of Park City, Title 9 (Parking Code), staff discovered that there were sections of the Parking Code that were in conflict with Title 41, Chapter 6a of the Utah Code applicable to parking related items.

Staff is also requesting Council approve amendment to Title 9 Chapter 5-3(A) to better accommodate resident needs within a commercial district.

Analysis:

Utah Code Ann. § 41-6a-207 discusses the uniform application of the "Traffic Code" (Chapter 6a) throughout all of the political subdivisions and municipalities within the State of Utah. This section also prohibits a local highway authority (which is defined as the legislative/governing body of a municipality) from enacting or enforcing an ordinance that is in conflict with state statute.

The City Attorney's office has informed staff that where rules or ordinances are in conflict with this statute they may not be enforced. Accordingly, Legal staff recommends that Park City take the following actions to harmonize the Park City Municipal Code with state law:

1. Park City should change Municipal Code § 9-2-1(D) to state "In front of or within fifteen feet (15') of a fire hydrant" to reflect the provisions of Utah Code Ann. § 41-6a-1401(b)(ii) prohibiting parking within fifteen (15') feet of a fire hydrant.

To avoid conflict with Utah Code Ann. § 41-6a-1401(b)(ii), Park City Municipal Code § 9-2-1(D) should be amended as follows:

§ 9-2-1 PARKING PROHIBITED IN CERTAIN AREAS

(D) In front of or within ~~five feet (5')~~ **fifteen feet (15')** from a fire hydrant;

2. Park City should change Municipal Code § 9-2-1(F) to state "Within twenty feet (20') of a crosswalk" to reflect the provisions of Utah Code Ann. § 41-6a-1401(b)(iii) and Utah Code Ann. § 41-6a-102(9)(b).

To avoid conflict with Utah Code Ann. § 41-6a-1401(b)(iii) and Utah Code Ann. § 41-6a-102(9)(b), Park City Municipal Code § 9-2-1(F) should be amended as follows:

§ 9-2-1 PARKING PROHIBITED IN CERTAIN AREAS

(F) Within twenty feet (20') of a crosswalk ~~at an intersection~~;

3. Park City should change Municipal Code § 9-2-7 to read "with the right hand wheels (passenger side) not more than twelve inches (12") from the curb" to reflect the provisions of Utah Code Ann. § 41-6a-1402.

To avoid conflict with Utah Code Ann. § 41-6a-1402, Park City Municipal Code § 9-2-7 should be amended as follows:

§ 9-2-7 PARALLEL PARKING

Except where otherwise designated, it shall be unlawful to park any vehicle in a manner other than parallel with the curb or shoulder of the street, with the front of the vehicle facing the direction of traffic flow, with the right-hand wheels (passenger side) not more than ~~eighteen inches (18")~~ **twelve inches (12")** from the curb, shoulder, or snow bank, whichever is nearer to the traffic lane.

Staff has analyzed the effect that the proposed amendments would have on the Main Street parking inventory should Council decide to adopt them. Compliance with the amended code would require Park City to increase the length of red curb at 10 of the existing fire hydrants on Main Street. It would also require additional red curb at two of the existing crosswalks.

In order to calculate the approximate number of parking spaces that will be lost to this process, staff measured the approximate amount of additional red curb required (137.4 feet) and divided that number by 24 feet, the average length of one parallel parking stall. Using this equation, the approximate number of parking spots that would be lost on Main Street would be 6 spots.

Staff is also requesting amendments to Municipal Code 9-5-3 as detailed in the paragraph below. The requested amendment will provide for a limited amount of on-

street parking for residents in a Residential Permit Zone (RPZ) that is controlled by time limits and that do not have convenient access to other parking resources. Staff is confident the two (2) permit limit will provide reasonable accommodation to residents without significantly impacting on-street parking resources.

The requested amendments also include minor grammatical edits to the final sentence.

9-5-3 TYPES OF PERMITS

(A) RESIDENT PERMIT. One (1) resident permit shall be issued for each vehicle owned by a person residing within a Residential Permit Zone (RPZ). If more than two (2) permits are requested for one (1) residence, the owner(s) of the vehicles of the residence must make a formal application to the City for additional permits. In no case shall the number of residential permits issued to one (1) residence exceed five (5). Permits will only be issued to the extent that the number of vehicles registered at the dwelling exceeds the off street parking available at the dwelling exceeds off street parking available at that dwelling to encourage the use of all available off-street parking. **No more than two (2) permits shall be issued to any residence within an RPZ that requires parking on a public street subject to time limited parking, as set forth in 9-3-3 of the Municipal Code.** An applicant for a permit shall present a current Utah motor vehicle registration, a current operator's license ~~with the application~~, and proof of residence **with the application**, and shall certify the application with his or her signature.

Department Review:

This staff report has been reviewed by Public Works, Legal and Executive departments. All comments have been incorporated into the report.

Alternatives:

A. Approve:

City Council should review this report, hold a public hearing and adopt the amended ordinances. This is Staff's recommendation.

B. Deny:

Council could deny Staff's request. Denying this request would leave the aforementioned sections of Park City Municipal Code-Title 9 in conflict with state statute and therefore unenforceable.

C. Modify:

Council could direct Staff to modify or add amendments to the current ordinance. Any significant changes to the ordinance would require staff to return at a future Council meeting with an amended ordinance incorporating Council directed changes.

D. Continue the Item:

Council could ask for this ordinance change to be continued for further discussion.

E. Do Nothing:

Council could do nothing on this request. Staff does not recommend this alternative as it would leave the aforementioned sections of Park City Municipal Code-Title 9 in conflict with state statute and therefore unenforceable.

Significant Impacts:

Adopting the proposed amendments would harmonize the Park City Municipal Code-Title 9 with the State Traffic Code. This action would allow Park City to enforce the sections of the Parking Code that are currently unenforceable.

Consequences of not taking the recommended action:

If the City Council chooses not to make the recommended amendments to Title 9, Chapter 2-1 and 2-7, those sections would remain unenforceable as they are in conflict with state statute.

Recommendation:

Staff recommends that the City Council review the proposed amendments to Title 9 of the Park City Municipal Code. Council should hold a public hearing and consider adopting the amended ordinances.

Attachments:

Exhibit A – Proposed Ordinance

Exhibit B – State of Utah Traffic Code (Title 41, Chapter 6a) Referenced

Exhibit A – Proposed Ordinance

AN ORDINANCE AMENDING TITLE 9, PARKING CODE, SECTION 9-2-1, PARKING PROHIBITED IN CERTAIN PLACES, SECTION 9-2-7, PARALLEL PARKING, AND SECTION ____, ____, OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, to comply with Utah State Code, the following amendments must be made to the Municipal Code;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 9, Parking Code, Section 9-2-1, Parking Prohibited in Certain Places, and Section 9-2-7, Parallel Parking, of the Municipal Code of Park City is hereby amended as follows:

9-2-1. PARKING PROHIBITED IN CERTAIN PLACES.

It shall be unlawful and a violation of this Title for any person to park a vehicle, or to permit others to park a vehicle in any of the following places on a street or public parking facility:

- (A) On or across a sidewalk;
- (B) In front of, or within five feet (5') of a public or private driveway or alleyway;
- (C) Within an intersection, or within (15') of an intersection;
- (D) In front of or within ~~five feet (5')~~ **fifteen feet (15')** from a fire hydrant;
- (E) In or on a crosswalk;
- (F) Within twenty feet (20') of a crosswalk ~~at an intersection~~;
- (G) Within thirty feet (30') from the approach to any flashing beacon or traffic control device, including stop signs controlling traffic on the same roadway as the approach;
- (H) Within fifty feet (50') of the nearest rails of any railroad crossing;
- (I) Within twenty feet (20') of the entrance to a fire station, or on the street opposite of the entrance to a fire station if designated a no-parking area by signs;

- (J) Alongside any street excavation or construction fence or barricade if parking in that location would obstruct the free-flow of traffic on the street;
- (K) On a bridge or other elevated portion of a street or under an overpass;
- (L) At any place marked by signs as a no-parking zone;
- (M) In such a location or manner that the car is parked opposite the flow of traffic on the street, except as provided in this Title;
- (N) In such a location or manner so as to occupy two (2) or more marked parking spaces;
- (O) At any place marked with a red curb;
- (P) In any parking space designated 'Handicapped', or otherwise for mobility disabled under the qualifications of the Americans with Disabilities Act, when not displaying proper distinguishing license plates or an official state-approved placard indicating that the occupant of said vehicle is mobility disabled under the qualifications of the Americans with Disabilities Act.

(Amended by Ord. No. 03-30)

9-2-7. PARALLEL PARKING.

Except where otherwise designated, it shall be unlawful to park any vehicle in a manner other than parallel with the curb or shoulder of the street, with the front of the vehicle facing the direction of traffic flow, with the right-hand wheels (passenger side) not more than ~~eighteen inches (18")~~ **twelve inches (12")** from the curb, shoulder, or snow bank, whichever is nearer to the traffic lane.

Section II. Amendment. Title 9, Parking Code, Section 9-5-3(A) Resident Permit, of the Municipal Code of Park City is hereby amended as follows:

9-5-3 TYPES OF PERMITS

The following permit types are established and shall be issued by the City upon payment of the appropriate fee, if any, as designated in the Fee Resolution:

(A)RESIDENT PERMIT. One (1) resident permit shall be issued for each vehicle owned by a person residing within a Residential Permit Zone (RPZ). If more than two (2) permits are requested for one (1) residence, the owner(s) of the vehicles of the residence must make a formal application to the City for additional permits. In no case shall the number of residential permits issued to one (1) residence exceed five (5). Permits will only be issued to the extent that the number of vehicles registered at the dwelling exceeds the off street parking available at the dwelling exceeds off street

parking available at that dwelling to encourage the use of all available off-street parking. **No more than two (2) permits shall be issued to any residence within an RPZ that requires parking on a public street subject to time limited parking, as set forth in 9-3-3 of the Municipal Code.** An applicant for a permit shall present **a** current Utah motor vehicle registration, a current operator's license ~~with the application~~, and proof of residence **with the application**, and shall certify the application with his or her signature.

No permit shall be issued in the event that either the registration or license shows an address not within the RPZ unless the applicant demonstrates to the satisfaction of the City Manager or designee that the applicant is, in fact, a resident of the RPZ, and that the vehicle is used primarily by the applicant.

The resident permit shall be valid until the expiration date shown on the permit, or until the resident, business, or qualified nonprofit organization relocates outside the RPZ, or until the permitted vehicle is sold, whichever occurs first.

Resident permit shall be valid only in the same residential permit parking zone in which residence, business, or qualified institution is located.

Section III. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 23rd day of August, 2012

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit B – State of Utah Traffic Code (Title 41, Chapter 6a) Referenced

Utah Code Ann. § 41-6a-207 Uniform application of chapter -- Effect of local ordinances.

(1) The provisions of this chapter are applicable throughout this state and in all of its political subdivisions and municipalities.

(2) A local highway authority may not enact or enforce any rule or ordinance in conflict with the provisions of this chapter.

(3) A local highway authority may adopt:

(a) ordinances consistent with this chapter; and

(b) additional traffic ordinances not in conflict with this chapter.

Utah Code Ann. § 41-6a-1401 Standing or parking vehicles -- Restrictions and exceptions.

41-6a-1401. Standing or parking vehicles -- Restrictions and exceptions.

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law, the directions of a peace officer, or a traffic-control device, a person may not:

(a) stop, stand, or park a vehicle:

(i) on the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(ii) on a sidewalk;

(iii) within an intersection;

(iv) on a crosswalk;

(v) between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

(vi) alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(vii) on any bridge or other elevated structure, on a highway, or within a highway tunnel;

(viii) on any railroad tracks;

(ix) on any controlled-access highway;

(x) in the area between roadways of a divided highway, including crossovers; or

(xi) any place where a traffic-control device prohibits stopping, standing, or parking;

(b) stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

(i) in front of a public or private driveway;

(ii) within 15 feet of a fire hydrant;

(iii) within 20 feet of a crosswalk;

(iv) within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;

(v) within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted; or

(vi) at any place where a traffic-control device prohibits standing; or

(c) park a vehicle, whether occupied or not, except temporarily for the purpose of and

while actually engaged in loading or unloading property or passengers:

- (i) within 50 feet of the nearest rail of a railroad crossing; or
- (ii) at any place where traffic-control devices prohibit parking.

(2) A person may not move a vehicle that is not lawfully under the person's control into any prohibited area or into an unlawful distance from the curb.

(3) This section does not apply to a tow truck motor carrier responding to a customer service call if the tow truck motor carrier has already received authorization from the local law enforcement agency in the jurisdiction where the vehicle to be towed is located.

41-6a-1402. Stopping or parking on roadways -- Angle parking -- Traffic-control devices prohibiting or restricting.

(1) Except as otherwise provided in this section, a vehicle stopped or parked on a two-way roadway shall be stopped or parked with the right-hand wheels:

- (a) parallel to and within 12 inches of the right-hand curb; or
- (b) as close as practicable to the right edge of the right-hand shoulder.

(2) Except when otherwise provided by local ordinance, a vehicle stopped or parked on a one-way roadway shall be stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement with its:

(a) right-hand wheels:

- (i) within 12 inches of the right-hand curb; or
- (ii) as close as practicable to the right edge of the right-hand shoulder; or

(b) left-hand wheels:

- (i) within 12 inches of the left-hand curb; or
- (ii) as close as practicable to the left edge of the left-hand shoulder.

(3) (a) Except as provided in Subsection (3)(b), local highway authorities may by ordinance permit angle parking on any roadway.

(b) Angle parking is not permitted on any federal-aid or state highway unless the Department of Transportation has determined that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.

(4) (a) The Department of Transportation, with respect to highways under its jurisdiction, may place traffic-control devices prohibiting or restricting the stopping, standing, or parking of vehicles on a highway where:

- (i) the stopping, standing, or parking is dangerous to those using the highway; or
- (ii) the stopping, standing, or parking of vehicles would unduly interfere with the free movement of traffic.

(b) A person may not stop, stand, or park a vehicle in violation of the restriction indicated by the devices under Subsection (4)(a).

Utah Code Ann. § 41-6a-102

(9) "Crosswalk" means:

- (b) any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

City Council Staff Report



Subject: Sundance Film Festival
2013 Supplemental Plan
Author: Jonathan Weidenhamer
Department: Sustainability
Date: August 23, 2012
Type of Item: Administrative- Master Festival License

Summary Recommendations:

Approve an amendment to the Sundance Film Festival Supplemental Plan for the 2013 Festival. Specifically consider allowing the Sundance Institute to use Miner's Hospital from September 10 through February 22, which is just under two months more than the previous year.

Background:

Each year the Supplemental Plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long term contract. Otherwise supplemental plans for future Festivals will follow the Plan for the previous Festival. On August 25, 2011, the 2012 Supplemental Plan was amended by City Council to allow the Sundance Institute use of Miner's Hospital from November 1– February 24 as an administrative office.

The Institute needs the administrative functions that occurred at Miner's last year to be more fully integrated with corporate headquarters at Silver Star, additionally the staffing was outgrowing the facility. Sundance expressed a desire to move their ticketing administrative functions to Miner's, but this program starts a month earlier and runs a month later, specifically from September 10 through February 22. Their request is summarized in Exhibit B.

Analysis:

There will be additional review of the 2013 Supplemental Plan in an open public meeting prior to the 2013 Festival. Typically this occurs in late October or early November. However due to the timing need for administrative review of the lease, Council should separately consider this specific amendment to the 2013 Use Area Table attached in Exhibit A which recognizes just under two months of expanded use of Miner's by Sundance Institute.

Staff finds the type of activity creates limited parking, noise and traffic impacts on the location. Furthermore, keeping tenants in the building helps maintain the asset. Sundance has a good track record as a tenant. The existing tenants in the building will not be relocated during this time. Both Mt. Trails and Summit County Arts Council are supportive of co-locating in the building.

Lower Park Avenue RDA Planning

The City Council has been conducting a long range master planning exercise for City Facilities in the Lower Park Avenue RDA, including the Miner's Hospital. Conclusions have included that the Hospital is significantly underutilized. Part of the preliminary implementation of the Master Plan may include temporary relocations of other tenants and/or programming into Miners. The earliest this would be anticipated would be in April 2013.

Forgone Revenues & Access to Miner's Hospital

With limited public activity in the building, especially during the winter months, expanding the duration of Sundance use to include September 10 through February 22 will not cause the City to impact the Public heavily or forgo a substantial amount of revenue. The following identifies current leases and an estimated market rate, that staff is recommending we include in our value-in-kind contribution to the Institute:

Miners 2011 Use			
Rentals/ Use Type	#/ days	\$/unit	Revenue
Annual Rental - Mt Trails	365	\$15.37/ sf	\$2,567
Annual Rental - SC Arts	365	\$15.75/sf	\$1,575
Daily Rental	13	\$125/day	\$1,625
Sundance	60	\$0	\$0
total revenue			\$5,767

Estimated Market Rate	sf	rate/sf	Poss rev.
basement	848	\$11	\$9,328
floor 1	1176	\$22	\$25,872
floor 2	1152	\$11	\$12,672
attic	428	\$11	\$4,708
max revenue			\$52,580

6 month rental value	\$52,580	x.5 =	\$26,290
----------------------	----------	-------	----------

Department Review:

Sustainability, Legal and Executive Departments have reviewed this report.

Alternatives:

A. Approve:

Approve the Sundance Film Festival 2013 Supplemental Plans. **This is staff's recommendation.**

B. Deny:

Direct Staff to provide more information.

C. Modify:

Direct Staff to modify the conditions of the Sundance Film Festival 2012 Supplemental Plans

D. Continue:

Staff may return at a future date with additional information requested by Council.

Significant Impacts:

Park City will provide approximately \$26,000 in value through free office space. However, this is not really forgone revenue to the City because the building has limited private rentals, especially during winter.

Consequences of not taking the recommended action:

The Sundance Film Festival 2013 Supplemental Plans would revert back to the 2012 Plan. Sundance would have to find another location for their ticket staff.

Recommendations:

Approve an amendment to the Sundance Film Festival Supplemental Plan for the 2013 Festival. Specifically consider allowing the Sundance Institute to use Miner's Hospital from November through end of March, which is two more months than the previous year.

Attachments:

Exhibit A- 2013 Use Area Table Amended

Exhibit B – Sundance Institute Submittal

The 2013 Sundance Supplemental Plan approval by the City Council of Park City, Utah is based on the following:

FINDINGS OF FACT.

1. Section 1.2 of the Sundance City Services Agreement identifies implementation and operations of the Festival to be the same as the previous year, unless the Supplemental Plan is specifically amended.
2. The 2013 Festival Supplemental plan will be amended to relocate the Sundance Ticket Department administrative staff and operations to the Miner's Hospital from October 1, 2012 – March 31, 2013.
3. These modifications are consistent with the Agreement.

CONCLUSIONS OF LAW.

1. As conditioned the Supplemental plan is consistent with Section 1.2 of the Long term City services Agreement with the Sundance Institute.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

CONDITIONS OF APPROVAL.

1. A further amended Supplemental Plan will be presented and approved in an open public meeting including a final Use Area Table of all Festival Official Venues prior to the commencement of the 2013 Festival.

**EXHIBIT “A” 2013 Amendment TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT****

USE AREA							
Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Miner's Hospital	1354 Park Avenue	9/10/12-2/22/13	Community Rentals	Ticket Staff – not to be a ticket window or have commercial activity	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City

**** The remainder of this table will be updated through additional approval of the 2013 Supplemental Plan, anticipated in November 2012.**

SUNDANCE INSTITUTE

▣ FILM FESTIVAL
▣ FEATURE FILM
▣ DOCUMENTARY
▣ FILM MUSIC
▣ THEATRE

July 20, 2012

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

Dear Mayor and Council Members:

Please accept this letter as part of the discussion regarding the use of Miners Hospital as office space for Sundance Institute staff from September 10, 2012 through February 22, 2013. Sundance Institute appreciates the City's willingness to discuss the use of Miner's Hospital for slightly extended dates this year and to help us provide a productive work space for staff.

Due to the exciting growth of the Festival, we are at capacity at Silver Star and need to find a practical space for 30-35 staff during the fall and winter months. Last year the Press Office and Film Office worked from Miner's Hospital and it helped our team tremendously to utilize the venue.

This year due to staff size and logistical needs, we have determined that the Ticketing Department will need to move locations. Because the Ticketing Department staff start in early fall we are requesting a move-in date of September 10th. This use would be for pre-festival planning with no public access. The Main Box Office during the Festival will remain at Gateway on Heber Avenue.

Please be assured that Sundance Institute will work closely with the Park City/Summit County Arts Council and Mountain Trail to respectfully share the space. Last year we outfitted the lobby area with couches, rugs and chairs for a shared meeting space and we can do that again this year if all three groups find it helpful.

We thank you for the opportunity to discuss solutions to our space challenge and look forward to continuing to work with you and City Staff.

Sincerely,

Sarah Pearce
Director of Operations,
Sundance Film Festival

City Council Staff Report



Author: Brooke Moss, HR Manager
Tom Bakaly, City Manager
Subject: City Manager recruitment
Professional Service Provider contract award
Date: August 23, 2012
Type of Item: Administrative - Award of Contract

Summary Recommendation –

Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with Peckham & McKenney, in the amount of Seventeen Thousand, Five Hundred Dollars (\$17,500) plus expenses for a total not to exceed \$25,000.

Topic: Recruitment firm Professional Service Provider contract award

Background:

Following the notice of resignation of the current City Manager, the City posted a request for proposals (RFP) on the City website for a recruitment firm to begin the process of finding a suitable replacement. Bids were submitted and examined by staff and Council members. Based upon the selection criteria, one firm was chosen for consideration of a Professional Service Provider Contract.

Analysis:

The RFP was posted on the City's website. Nine bids were submitted from the following vendors:

Peckham & McKenney conducted the last recruitment for City Manager in 2002 where Tom Bakaly was selected. Our contact, Bobbi Peckham, refers to the firm as a smaller "boutique" firm best able to tailor this recruitment to the City's needs. The submission is tailored to our RFP and the City, and Ms. Peckham noted she has traveled to Park City several times for the earlier recruitment and personal reasons and is familiar with our community. She noted handling recruitments for cities of similar size and budget, as well as resort towns. The timeline is 16 weeks. Ms. Peckham will personally conduct the recruitment and the firm guarantees placement for two years.

Slavin Management Consultants is a large, national firm with consultants all over the country. Their information includes a commendation to the City our culture, and notes the community outreach and visioning events we have conducted. The brochure example submitted is much longer and more detailed than any others, which shows a strong commitment to communicating our City's culture and values to candidates. He also highlighted several resort communities he has worked with in recent recruitments. His timeline is 13 weeks. They have a 2 year guarantee on their placement.

Teri Black & Company (TBC) is based in Los Angeles, California and has represented a number of resort and high attraction municipalities. TBC is prepared to begin the search in late August/early September and expect the recruitment to take 100 days. As a smaller firm they will be able to devote more attention to detail, and are driven by a concern for quality results rather than volume which limits the number of recruitment the firm handles at any given time. Nearly 85% of their business is generated through repeat business. They have a two year guarantee on their placement.

Bob Murray & Associates is a large firm which specializes in service to local governments. Their submission is a template, with little specific research completed on Park City. Their experience and list of previous recruitments is extensive and they are also interested in meeting with staff and community prior to the recruitment beginning. The timeline is 14 weeks until interviews complete, and then final selection. They have a one year guarantee on their placement.

CPS HR Consulting is a self-supporting public agency and they claim to understand the needs of the public sector clients. They have been around for more 75 years. Our contact, Pam Derby, has been with CPS since 2003 and is currently in Utah working on a recruitment for a Chief Technology Officer in Provo. They have a two year guarantee on their placement.

Alliance Resource Consulting is based in Long Beach, California with an office in Palo Alto, California. Our contacts will be Syldy Tom and Cindy Krebs and would be available to meet with the Council, Mayor and Staff when the selection is complete. They have held stakeholder outreach programs in a number of recruitments where their consultants facilitated 13 community outreach meetings where citizens are invited to attend and express their opinions about what they are looking for in a city manager. They guarantee their recruitment for one year. They claim their strength is the use of social media to best market the recruitment.

The Waters Consulting Group is a privately held executive search firm with a focus on a public sector with placements of over 200 executives in the past few years with a strong focus in the southwest. They have two co-lead consultants that both have over 35 years of experience. They have a "triple guarantee" which includes a commitment to remain with the recruitment assignment until an appointment, a limited two year guarantee and a commitment to not solicit any candidates selected under this contract for any other position while they are employed with PCMC. Their timeline is they will identify the finalists within 80 days.

Summit Consultants is a national consulting firm which specializes in performing executive search and placements. They are a local company based here in Park City and have been in business since 1994. Penny Sowul is the President of the company and would handle our account personally. She has a 90 day guarantee. No schedule was proposed.

Moss Adams provides assurance, tax and consulting services to public and private enterprises from many different industries. The primary focus of their firm is not executive recruiting. They have 22 offices in the Western US and ranks as the 15th largest accounting and consulting firm in US. Our contact is Mark Steranka, the Director of Planning and Policy, with 25 years of experience. Mark's estimation to fill the City Manager position is within four months. No placement guarantee.

A selection committee was formed and included the following participants:

Mayor Dana Williams
City Council members

With recommendations from:

Tom Bakaly
Brooke Moss
Jolene Weston

Nine firms responded and their cost proposals are as follows:

Peckham & McKenney	\$17,500 + expenses (<\$7,500)
Slavin Management Consultants	\$15,000 + expenses (<\$8,250)
Teri Black & Company	\$18,000 + expenses (<\$9,750)
Bob Murray & Associates	\$19,500 + expenses (estimated \$9,500)
Waters Consulting	\$21,500 (incl expenses for three on-site days - \$1,500 + expenses for any add'l)
CPS HR Consulting	\$17,000 + expenses (<\$7,000)
Alliance Resource Consulting	\$18,000 + expenses (<\$8,500)
Summit Consultants	20% of salary
Moss Adams	\$14,400 + expenses

Selection of the consulting firm was based on the following criteria:

- Cost
- Experience
- Ability to reflect the City's message regarding "Keeping Park City Park City"
- Leadership and organization
- Demonstration of a clear understanding of Park City's needs and community
- Successful placements for other local governments, particularly for resort communities.

The selection committee met on August 9th and determined that Peckham & McKenney most closely met the criteria outlined in the RFP and needs of the City.

Pursuant to Park City's purchasing policy, Professional Service Contracts are not awarded based upon costs/fees alone. After reviewing the proposals, the committee determined that Peckham & McKenney was the most qualified and has been selected to assist the City with the recruitment of a City Manager.

Staff will coordinate as requested by City Council during the recruitment process. With the project budget of \$25,000, staff is anticipating funding this recruitment through existing recruitment funding that is available within the HR budget.

Department Review: This report has been reviewed by representatives of Legal and the City Manager's Office. Their comments have been integrated into this report.

Alternatives:

- A. Approve the request: Authorize the City Manager to execute the service provider agreement in a form approved by the City Attorney's Office with Peckham & McKenney, in the amount of Twenty Five Thousand Dollars (\$25,000) (Staff recommendation).**
- B. Modify the request: Council could choose to modify the agreement or direct staff to reconsider the selection, which would likely delay the schedule of the project.
- C. Deny the request: Reject all proposals. Council could choose to not continue with the project at this time. HR would perform the recruitment with internal resources which would adversely impact existing service levels and work load, particularly as we enter the annual staff review period.
- D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
- E. Do Nothing: Same effect as continuance.

Significant Impacts:

Finalizing a contractual agreement with a selection firm will allow the recruitment for a City Manager for Park City Municipal Corporation to begin as soon as possible.

Staff Recommendations:

Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with Peckham & McKenney, in the amount of Seventeen Thousand, Five Hundred Dollars (\$17,500) plus expenses for a total not to exceed \$25,000.

Exhibits:

Exhibit A – Peckham & McKenney Scope of Services

EXHIBIT A

The following tasks and schedule for each task outline the agreed upon Scope of Services:

Project Organization - Development of a detailed Candidate Profile - Service Provider will meet in groups of two with the City Council and Mayor, as well as others they identify, to discuss the issues and challenges identified by the City. The desired background and experience, leadership style and personality traits, skills and abilities will be discussed. Also discussed will be the expected parameters of the search, the search timeline, and schedule all future meeting dates.

Recruitment – Advertisements placed in appropriate industry publications and websites in an accurate and professional manner. Full information posted on firm website as well as provided to HR staff to be posted on the Park City website. An attractive brochure will be prepared to market the organization and position to potential candidates. This will be mailed to 300-400 industry professionals.

Preliminary Interviews/Recommendation – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, preliminary interviews will be conducted and a written recommendation of finalists will be personally presented at an on-site, one to two hour meeting with the Mayor and City Council. The City will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected by the Council, all candidates will be notified by Peckham & McKenney of their status. A finalist interview schedule will be prepared and the finalist candidates will be notified accordingly.

Final Interviews/Selection – During this phase, finalists will be interviewed by the City. Peckham & McKenney will provide on-site advice and facilitation assistance during the final interview process which will include providing interview materials, suggested interview questions, evaluation and ranking sheets.

An orientation session will be held with the City Council prior to the finalist interview and Peckham and McKenney will work with the Council through a ranking process and discussion of the finalists at the end of the day. They will assist the City in coming to consensus on the leading finalist and provide recommendations on next steps, including additional meetings or a social engagement with each finalist to learn more of the “fit” they may bring.

Qualification – Once the final candidate has been selected Peckham & McKenney will verify professional work experience, educational histories, criminal, civil, credit, motor

vehicle records and second “tier” references. In addition, negotiation assistance will be provided as requested by the City.

PROJECT SCHEDULE

Below is a sample schedule with an anticipated 14-week process, starting August 24, 2012. A final schedule with a target of completing Phase IV Final Interviews by November 16 shall be mutually agreed to following Phase I Kick-off meeting(s).

- I. Project organization Two Weeks
 - a. Kick-off Meeting to discuss Candidate Profile and formalize project schedule
 - b. Finalize Candidate Profile with Council and Identify “fit” required.
 - c. Develop advertising and recruiting plan
 - d. Prepare marketing brochure
- II. Recruitment Five Weeks
 - a. Advertise, network, and electronically post in appropriate venues
 - b. Send marketing brochure to 300-400 industry professionals
 - c. Post opportunity on firm’s web site as well as City’s site
 - d. Search for/identify/recruit individuals within the parameters of the Profile
 - e. Respond to all inquiries and acknowledge all resumes received
- III. Preliminary Interviews/Recommendation Three Weeks
 - a. Review candidates’ resumes and supplemental questionnaires
 - b. Conduct preliminary interviews with leading candidates
 - c. Conduct first-tier reference checks
 - d. Present written recommendation of finalist to mayor and City Council
 - e. Notify all candidates of search status
- IV. Final Interviews/Selection Two Weeks
 - a. Schedule finalist candidate interviews
 - b. Design process and facilitate finalist interviews with City
 - c. Assist City throughout process and provide recommendations
 - d. Council selects candidate or leading 2-3 candidates for further consideration.
- V. Qualification Two Weeks
 - a. Conduct background checks and second “tier” references
 - b. City conducts site visit to community of selected candidate
 - c. Negotiation assistance
 - d. Exceed expectations and successfully place candidate who “fits”