

**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
AUGUST 20, 2009**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meetings at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 20, 2009.

**Closed Session**

3:00 p.m. Property and litigation

**Work Session**

|           |                                              |        |
|-----------|----------------------------------------------|--------|
| 4:20 p.m. | Council questions/comments                   |        |
| 4:30 p.m. | Quinn's Water treatment Plant Update         | pg. 6  |
| 4:50 p.m. | Emergency management program update          | pg. 9  |
| 5:10 p.m. | Environmental strategic plan mid-year update | pg. 12 |
| 5:50 p.m. | Break                                        |        |

**Regular Meeting**

6:00 p.m.

**I ROLL CALL**

**II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

1. Certificate of appreciation of Puggy Holmgren's outstanding service on the Historic Preservation Board
2. Resolution of appreciation of Gary Kimball's outstanding service on the Historic Preservation Board and designating him as Park City's Historian

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

**IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 30, 2009  
AND AUGUST 6, 2009**

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**V RESIGNATIONS AND APPOINTMENTS**

1. Consideration of appointment of Election Judges for the 2009 Primary and General Municipal Elections:

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Consolidated Voting Precinct 1 – Marsac City Hall

Precinct # 1 Deer Valley  
Precinct # 2 Old Town S  
Precinct # 3 Old Town N

Ruth Gezelius, Carol Sletta, Betty Sue Elliott; Cheryl Thomson, Phyllis Robinson alternates.

Consolidated Voting Precincts 2 and 3 – Park City High School, Eccles Center Lobby

Precinct # 3 Prospector  
Precinct # 4 Thaynes Canyon  
Precinct # 33 Sidewinder  
Precinct # 5 Park Meadows S  
Precinct # 6 Quarry Mountain  
Precinct # 35 Park Meadows N

Gerd Holmsen, Tania Knauer, Emily Elliott, Virginia Vallor, Edna White, Sharon Bauman, Linda Dolan, Rich Dolan; Mary Demkowicz alternate

2. Consideration of the reappointment of Sara Werbelow and appointment of Brian Guyer, David White and Dave McFawn to the Historic Preservation Board for terms expiring July 2012

3. Consideration of the reappointment of Jenifer Franklin and Kathy Kahn and appointment of Meechie White to the Recreation Advisory Board for terms expiring July 2012

**VI 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 of appreciation of Gary Kimball’s outstanding service on the Historic Preservation Board and designating him as Park City’s Historian  
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2. Consideration of a Resolution supporting the Walk More in Four safety initiative promoted by the Utah Department of Transportation in Park City, Utah  
pg. 54

3. Consideration of a construction contract for Creekside Park in a form approved by the City Attorney, with Entelen Design-Build LLC, in the amount of \$779,776  
pg. 56

4. Consideration of a service provider agreement with Economic and Planning Systems, Inc. to conduct an analysis of the economic and community impacts of the Park Silly Sunday Market in the amount of \$25,025 in a form approved by the City Attorney.  
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**VII OLD BUSINESS (Continued items)**

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn’s

Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

- (a) Public hearing
- (b) Motion to continue to September 3, 2009

## **VIII ADDITIONAL DISCUSSION – AGENDA ITEMS**

## **IX ADJOURNMENT**

A majority of 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.

## **PARK CITY COUNCIL MEETING SUMMIT COUNTY, UTAH AUGUST 27, 2009**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, August 27, 2009.

Posted: 08/24/09

See: [www.parkcity.org](http://www.parkcity.org)

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

**PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE**

**August 2009**

21 *Management Team meeting – UOP – 8 a.m. – 1 p.m.*

27 **No meeting**

**September 2009**

- 3 Library update  
Plat amendment for 7620 Royal Street E, Royal Plaza, Park City, Utah - KW  
1897 Prospector Ave. Gigaplat – KW  
Florida State University Pep Rally City Park – September 18  
PC Heights  
Housing Authority – Talisker amended affordable housing plan  
Labyrinth Proposal - work
- 10 **No meeting – City Tour**
- 11 ***Move back to Marsac***
- 15 *Primary election*
- 17 North Silver Lake appeal  
LMC Amendments – Definitions  
3800 Richardson Flat Rd, Quinn's water treatment  
2300 Deer Valley Dr E, St. Regis  
518 Deer Valley Dr  
Award of contract for utility bill printing and mailing services
- 24 **Liza and Roger gone**  
For hire vehicles licensing - work  
Comstock Drive sidewalk project – work  
Sandstone Cove Subdivision

**October 2009**

- 1 **No meeting - Liza and Roger gone**
- 8
- 15
- 22
- 29

**November 2009**

- 3 *General Election*
- 5
- 12
- 19
- 26 Thanksgiving

**December 2009**

- 3 Extraordinary funding requests review
- 10
- 17 Agency minutes

**Pending Items:**

Business license policy

Performance measures

Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah

Carrying capacity/market analysis survey  
Wild land interface issues

## City Council Staff Report



**Author:** Kathy Lundborg  
**Subject:** QUINN'S WATER TREATMENT  
PLANT SCHEDULE  
**Department:** Public Works  
**Date:** August 20, 2009  
**Type of Item:** Informational

### **Summary Recommendations:**

Council should affirm Staff's decision to utilize Option #2 for the construction of the Quinn's Water Treatment Plant.

### **Description:**

Water Strategic Plan: Source Strategies & Policies

- Maximize the availability of Park City's water from the Rockport Importation project

### **Topic:**

Quinn's Water Treatment Plant.

### **Background:**

Last fall design began on the Quinn's Water Treatment Plant (WTP). As the design progressed, additional scope and complexity were added to the plant. These included:

- Plant capacity increase – based on master planning being done at the same time as the WTP design, the ultimate capacity was increased from 6 MGD to 9 MGD;
- Sustainable technologies – evaluation and/or design of geothermal and process water heat pump, green roof, and solar power;
- Turbines – turbines were added to the front end of the plant to generate power while reducing pressure as needed for the process equipment;
- Metal building bid package – Steel Building construction was chosen for speed of construction and no faults identified. It is bid separately to a steel building vendor;
- Maintenance Shop – originally planned to be inside treatment plant, but was cheaper to construct a separate building as it doesn't need the elaborate HVAC that will be in the plant;
- Pump Stations – Master Planning was updated after decision to build water treatment plant. Analysis recommended multiple tie-ins to the distribution system requiring multiple pump stations which greatly improves system redundancy; and
- GAC – Granular Activated Carbon vessels added for potential taste, color, and odor problems during hot dry seasons when algae can bloom in source water.

With the added scope and complexity of the design, the design has taken longer than originally planned. The project is now behind by about three months. The attached memo from Carollo gives a detailed explanation of why the schedule is behind. It also outlines options for construction given the schedule delay. These include:

1. Accelerated construction schedule – WTP delivering water by July 2010, estimated additional cost of \$750K;
2. Conventional construction schedule – Temporary water treatment incorporated for summer peak demand in 2010, estimated additional cost \$190K; WTP delivering water by October 2010;
3. Conventional construction schedule – No Temporary treatment; WTP delivering water by October 2010, no additional cost.

### **Analysis:**

The attached memo provides a detailed discussion on the risks and issues involved with the above issues. In summary,

### **Option 1:**

1. Staff does not recommend this option. The accelerated construction schedule leaves no flexibility in the construction of the WTP, quality would be at risk when pushing the Contractor crews that hard, and the likelihood of getting the best product for the money is greatly reduced. The estimate of an added \$750K could go up greatly if unforeseen conditions occur without having any schedule flexibility. Some believe that it is not even possible to make the schedule even if the Contractor tried. Regardless, Staff believes that considering the long term is better, so taking the time to build the plant right and getting the best product is best for the City long term.
2. The conventional construction schedule allows for quality work, and the temporary treatment is a real option. A separate treatment skid would be brought onto site and the clearwell and pump station in the new WTP would be used to deliver the treated water. It is not an ideal situation, but could offer additional water supply if it were a dry year.

The temporary treatment would pose operational challenges. Water Operations may have to man the treatment unit 24 hours per day as the remote control systems would not be in place at the plant by then. Additional manpower for water operations would most likely be required under this scenario. The additional stress and potential employee burnout is a concern, and preventative maintenance may need to be put on hold for the couple of months that the temporary unit is operated.

February is the estimated deadline for making a decision on whether temporary treatment is needed for the summer. At that point the winter snow conditions

could be assessed to give some measure of estimation of what the summer conditions would be. If the winter has been dry, the temporary treatment option may be a good one.

Although this would add on the order of \$190K, Staff recommends waiting until February to evaluate the snow year. Staff would then make a recommendation to Council on whether the temporary treatment should be pursued or not. The risk is monetary in that if the decision is made to procure the temporary treatment and the summer ends up being cool and wet, the temporary unit may not be used and the \$190K would be spent regardless.

3. This option is the same as #2 but without the temporary treatment. This would mean the City is basically deciding to take the risk that next winter and/or summer could be dry and the various Stages of Drought alerts may need to be enacted. Staff does not recommend this option as #2 at least provides for the possibility of providing additional water in dry conditions.

It should be noted that the risk of not having the WTP complete next summer is that adequate water supplies may not be available for outdoor watering in a dry season scenario, or a scenario of losing a water source. The Drought Ordinance which allows for the enactment of the Stage One through Three Drought is designed to ensure adequate culinary water supplies for the health and safety of the Customers while sacrificing outdoor watering.

Staff recommends Option #2.

The construction cost of the WTP is currently estimated to be \$8.3M.

**Department Review:**

This staff report has been reviewed by Public Works, Legal, and City Manager.

**Recommendation:**

Council should affirm Staff's decision to utilize Option #2 for the construction of the Quinn's Water Treatment Plant.

## City Council Staff Report



**Author:** Hugh Daniels  
**Subject:** Emergency Management Program  
**Date:** August 20, 2009  
**Type of Item:** Informational

Executive Department  
Emergency Program Management

### Description:

#### **Topic:**

Update the Council on the City's Emergency Management Program's progress to date and discuss on-going and new programs planned for the remainder of 2009 and 2010.

#### **Background:**

Park City has had an Emergency Plan since 1985. That plan was significantly updated and specific for the upcoming Olympics in 2001. Post Games not much was done with emergency management and related tasks were spread among a number of staff members as an addition to their regular jobs.

As part of the Council's vision and commitment to Public Safety, the City Manager added a part-time contract Emergency Program Manager to the City staff in May of 2007 to update the City's Comprehensive Emergency Management Plan (CEMP) and make sure that the City was meeting the requirements of FEMA, NIMS and the State Department of Public Safety/Homeland Security as they apply to the tenants of Emergency Management. Those basic tenants are Mitigation, Planning (and Preparedness), Response and Recovery.

In order for the City and its citizens to be eligible for state and federal grants, as well as, disaster assistance and reimbursement through FEMA, they must have an Emergency Manager (aka Emergency Program Manager), have an annually adopted CEMP and be NIMS compliant.

The Emergency Manager chairs the Emergency Management Group, the Emergency Communications Group, the Mobile Command Post Group and the City Building Security Committee.

The Council's and staff's support and commitment to the program have been impressive at all levels.

**Analysis:**

Before we could embark on a major campaign to engage our citizens in emergency preparedness, we needed to make sure that City staff and the City itself, was properly trained and met all the state and federal requirements.

- City staff, including elected officials have completed 399 required training courses, in addition to staff family preparedness training.
- The Emergency Manager has completed an additional 19 required and elective courses, with 13 more to go.
- The new City Emergency Operations Center (EOC) is operational and was used for the first time with the (A) H1N1 incident (Swine Flu). EOC staff training continues.
- Communications were improved locally and regionally with the addition of 800MHz radios for Emergency Services/EOC and the conversion of all Public Works radios to the 800MHz bands.
- We have established a cache of supplies for staff to use summer or winter to safely canvass neighborhoods.
- We have begun to stockpile general response supplies and equipment.
- Departments have developed Standard Operating Procedures (SOPs) for their duties under the Emergency Support Functions (ESFs) and table top exercises testing those SOPs will start later this year.
- Have been successful in receiving \$40,000 in state EMPG grants.

Many of the existing projects will continue, while we work on becoming prepared community wide. Some of the projects we are working on in the coming months are;

- Adding emergency supplies and equipment to occupied City buildings.
- Evacuation drills and fire extinguisher training for all City staff.
- Community communication venues including;
  - o Reverse 911
  - o Texting System
  - o Utah Special Needs Registry
  - o Community Hotline Number
  - o Community Information number
  - o 1700 AM Radio
  - o Social Networking sites
  - o New city web site
- A Mobile Command Post for incidents and special events.
- Network satellite back-up.
- Additional “Be Ready Business” classes in conjunction with the Chamber/Bureau.
- In conjunction with Community and Public Affairs we are starting to plan a “Be Ready Park City” campaign and a Preparedness Fair.
- New Emergency Preparedness web pages on the City’s new web site and the ability to convert the home page to emergency notification and information. The new website will also be the venue to add cell and Voice Over Internet Protocol (VOIP – phone via computer) numbers to the R911 system, join the texting system, social networks and the Utah Special Needs Registry.

The Emergency Manager also is the liaison to the Local Emergency Planning Committee (LEPC), the Summit County Communications Committee, the State Regional Department of Homeland Security (DHS) liaison, the Summit County Emergency Manager and the local American Red Cross liaison. The Emergency Manager is a member of the Utah Emergency Manager Association Board of Directors and a member of the International Association of Emergency Managers.



## City Council Staff Report

**Subject:** Environmental Strategic Plan Update  
**Author:** Diane Foster & Jeff Schoenbacher  
**Department:** Sustainability  
**Date:** August 20, 2009  
**Type of Item:** Administrative

### Summary Recommendation:

Staff recommends City Council review the mid-year update on the Environmental Strategic Plan and provide policy direction as requested.

### Background:

In June of 2007 City Council first adopted an action plan as part of the Environmental Strategic plan for Park City. That plan was last updated in November of 2007, reviewed with Council in August of 2008 and updated and adopted by Council in January 2009. This adopted plan can be found in Exhibit A.

In August 2008, staff discussed the following three major questions with Council:

1. Does Council want to establish measurable objectives for some of the elements of the Environmental Sustainability Strategic Plan? (Example: Reduce municipal carbon emissions by 2% in the next year.) Council decided it did want to establish measurable objectives for some of the elements of the strategic plan, but it wanted those goals to be reasonable, achievable and built from the bottom up. One example of Council direction: staff was directed to develop internal municipal reduction goals after working with each department to understand expected increases in service and then identify a carbon reduction action plans and associated department goals.
2. Is Council wanting to pursue more environmental regulatory requirements? (Examples: regulating use of plastic bags, water conservation building standards) In August 2008, Council did not want to pursue more environmental regulatory requirements such as regulating the use of plastic bags. However, Council did indicate that, in the future, they would be willing to consider good ideas related to regulatory requirements.
3. Is Council willing to provide financial incentives – and how much – for environmental improvements by private citizens? (Examples: solar panels, xeriscaping, dual flush toilets) In August 2008, Council did not want to consider providing financial incentives; however, they again held open the door to possible consideration in the future.

In January 2009 staff discussed an additional three questions with Council:

1. Should staff move the project to measure the community's Ecological Footprint, from the 2006 Environmental Strategic Plan, out of the strategic plan and onto a "waiting list" for the future? Council directed staff to move this project to the "waiting list" for future consideration.

2. Clarification from Council on the CIP green building policy. Council confirmed that municipal buildings new construction and remodels should be designed to LEED standards and then certified internally, rather than formally apply for certification.
3. Does Council want to fund a comprehensive air quality monitoring program? Council did not want to fund a comprehensive air quality monitoring program at that time, but would be willing to consider such a program in the future.

Also with regard to air quality: Anti-idling is not part of the Environmental Strategic Plan that Council adopted in January 2009 and where Council did not want to fund a comprehensive air quality monitoring program in January, anti-idling was not added to the Environmental Strategic Plan at that time.

If Council would like staff to focus on anti-idling, it can add it to the Environmental Strategic Plan and the environmental sustainability work plan and staff can return at a later date to discuss resources.

#### Analysis:

The projects shown here have been conducted in accordance with Council goals and the Environmental Strategic Plan adopted by Council.

#### Environment: Sustainability

| Projects Reviewed in January 2009 that have Updates (updates shown in blue) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Project                                                                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Completion    |
| Increased Municipal Recycling                                               | Recycling bins in al City facilities, on Main Street & in City-owned parks. Bins added to Rotary Park in summer 2009.                                                                                                                                                                                                                                                                                                                                                                                                                                | July 2008     |
| Energy Conservation within Municipal Facilities                             | Approved by Council in June 2008, energy & water conservation upgrades to municipal facilities costing approximately \$1.4 million will result in <ul style="list-style-type: none"> <li>➤ a nearly \$100k annual savings in energy bills,</li> <li>➤ approx. 10% reduction in municipal carbon emissions,</li> <li>➤ annual savings of 1.8 million gallons of water.</li> </ul> Projects now completed. Staff is working on installing educational signage to highlight upgrades. Measurement & verification will take place over next three years. | Aug/Sept 2009 |
| Municipal Carbon Footprint                                                  | Initial municipal baseline completed in August 2008 for the year 2007. 2008 update to municipal inventory presented to Council in July 2009.                                                                                                                                                                                                                                                                                                                                                                                                         | August 2008   |
| Reinitiate Wasatch Back Environmental Alliance                              | This environmentally-focused umbrella group of non-profits, for-profits and governments was started in 2007. After an 11-month dormancy, PCMC staff re-started this group in May 2008 and then pushed for non-government leadership. This group is still active and had a meeting on Aug 12.                                                                                                                                                                                                                                                         | May 2008      |
| Community Education & Promoting Partnerships                                | A flyer was created to provide education about Park City's environmental achievements, upcoming projects and ways citizens can get involved in local environmental activities. The flyer was printed on 100% recycled paper & the carbon emissions of production were offset. This flyer been an excellent education tool used in many community forums in the past six months, including a presentation to the Park City Board of Realtors, a large book group and an energy conservation talk to other Utah government officials and staff.        | October 2008  |

|                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Open Space                                           | This was an error of omission in the January 2009 update to Council: <a href="#">In conjunction with Summit County, Park City acquired approximately 700 acres of open space. Approximately one half of the acreage is located at Kimball Junction, while the other half is adjacent to the City's current Round Valley holdings.</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | December 2009                  |
| Wind Testing at Park City Ice Arena & Sports Complex | In July of 2008, Council voted to test the potential wind resource at the Park City Ice Arena & Sports Complex. Council was clear that they wanted to test wind, while being conscious of ridge lines and visual impacts. Council was also clear that energy would need to be generated as opposed to being solely a demonstration project. IHC graciously allowed the City to place a 70- foot high tower with two anemometers, provided at no cost by the Utah State Energy Program, on their land adjacent to the ice arena and the tower was installed September 2008. The tower was placed in a location deemed, by two different wind experts, to be the best in the spot both near the ice rink and allowable under our zoning regulations. <a href="#">The tower was taken down in July 2009. More info below.</a> | July 2009                      |
| <b>Projects Since January 2009</b>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |
| <i>Project</i>                                       | <i>Description</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Completion</i>              |
| Wind Testing at Park City Ice Arena & Sports Complex | <i>(continued from above)</i> The anemometer, on loan from the State Energy Program, was taken down in July of 2009 after 10 months of wind resource testing. Although the site was determined to be the best in the area, wind speeds were averaging 6-8 mph over the course of 10 months – too low to justify a residential scale turbine ( <u>min.</u> avg. wind speed of 10-12 mph required) – and to continue testing the City would have been required to purchase a \$2,000 FAA light to alert medical helicopters flying to IHC. Staff would like Council's input on the staff recommendation of proposing to Rocky Mountain Power that the remaining grant dollars be reallocated to a City solar project, and that wind testing be discontinued. More discussion provided below.                                 | July 2009                      |
| Community Carbon & Water Footprint                   | City Council approved the funding of a Community Carbon & Water Footprint with the amended budget for FY2009. An RFP was issued seeking a consulting firm with experience in performing this analysis. The Brendle Group was hired and work began in September 2008. The report, the first of its kind in Utah, was presented to Council on April 9, 2009. This report counted emissions for both 2005 and 2007 using both the extremely rigorous ISO 14064-1 protocol and the ICLEI protocol used by many local governments.                                                                                                                                                                                                                                                                                              | April 2009                     |
| ParkCityGreen.org                                    | On May 21, 2009 Council approved a contract with the Park City Foundation to build a website to support individuals and business in energy & water conservation. Development of the website is 75% complete. Launch is scheduled for September 30, 2009 at the Save Our Snow II event at the Eccles Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Launch scheduled Sept. 30 2009 |
| The Carbon Disclosure Project                        | 32 US Cities were invited to participate in a joint pilot project run by ICLEI & The Carbon Disclosure Project. 18 cities, including Park City, completed participation in the project, which required the reporting of municipal carbon emissions as well as answering a lengthy questionnaire on impacts and adaptation. The report was released on July 18, 2009. Participation in this type of project furthers Park City's environmental brand and can provide access to tools and resources not otherwise available to small municipal governments.                                                                                                                                                                                                                                                                  | July 2009                      |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                            |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Municipal Carbon Reduction Action Plan            | On July 9, 2009 staff presented the Municipal Carbon Reduction Action Plan to Council. This plan was the result of 10 months of work with every City department and reduction actions were developed by each department. Staff recommended Council consider setting a Municipal Carbon Emission Reduction Goal of "No and Low Cost Reduction Actions" (a 2% reduction from business-as-usual emissions through 2014 and a 10% reduction through 2020). Council provided direction and further discussion and possible goal adoption will take place on August 20. More discussion provided below. | July 2009                                  |
| Increased Recycling                               | Worked with the HMBA Trash & Recycling Committee and Recycle Utah on the development of an RFP for services related to a pilot mobile recycling center program on Main Street. Entered into a contract with Recycle Utah to provide program administration support for the pilot program and also with Good Earth Recycling as vendor for the pilot program.                                                                                                                                                                                                                                      | Pilot started August 1 and ends October 31 |
| Open Space Acquisition                            | Staff continues to work with land owners on potential open space acquisitions. COSAC has approximately \$5.5 million in remaining funds. Sustainability staff is working on other open space acquisitions such as the Air Force property.                                                                                                                                                                                                                                                                                                                                                         | ongoing                                    |
| Open Space Acquisition                            | Since the enabling legislation was passed by Congress and sign into law on March 30, 2009, staff has been working with the BLM on the conveyance of the Gambel Oak and White Acre parcels. The State BLM office is confident it can meet the 180 day conveyance deadline which puts the land transfer on or around October 6, 2009. Staff will continue to move through the process with the State BLM office.                                                                                                                                                                                    | Expected completion October 2009           |
| Open Space Maintenance                            | On June 25, 2009, Council approved a contract with Summit Land Conservancy for baseline and ongoing monitoring of the City's conservation easements on open space. This was the result of a RFP process whose goal was to change the method by which the City funds conservation easement monitoring.                                                                                                                                                                                                                                                                                             | June 2009                                  |
| Staff Transitions                                 | We wish Crystal Ward the best of luck in her Environmental and Planning graduate studies at Berkeley. Tyler Poulson has joined the Sustainability team as Environmental Sustainability Coordinator. Tyler has a both a BS and Masters in Economics, with a focus on Environmental Economics, from the U of U and impressive environmental experience. Tyler will be formally introduced to Council on August 20.                                                                                                                                                                                  | July 2009                                  |
| <b>Looking forward</b>                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                            |
| <i>Project</i>                                    | <i>Description</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <i>Completion</i>                          |
| Municipal Carbon Reduction Plan Implementation    | In the coming months, staff will be working with individual City departments to implement their carbon reduction plans. Staff will be developing monthly reporting, by municipal building, to support this conservation plan.                                                                                                                                                                                                                                                                                                                                                                     | Year 1 completion by 9/2010                |
| Community Engagement: Energy & Water Conservation | Staff has been working with The Park City Foundation and local environmental non-profits to develop a community engagement plan around energy and water conservation. <i>More on this project below.</i>                                                                                                                                                                                                                                                                                                                                                                                          | Phase I by Summer 2010                     |
| ParkCityGreen.org                                 | While this energy & water conservation website will launch on September 30, 2009, the site will require administration and maintenance post-launch. PCMC staff is working with The Park City Foundation to define both year two enhancements as well as a longer-term plan for transitioning maintenance and possibly even ownership of the site to an appropriate and interested non-profit.                                                                                                                                                                                                     | Ongoing through 2010                       |
| Open Space Acquisition                            | Staff will continue to work with land owners on potential open space acquisitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ongoing                                    |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Open Space Conservation Easements | In the coming months staff will finalize, in conjunction with Summit County, the conservation easement on the Clissold property (Quarry Mountain). Additionally and also with the County, staff will issue a RFP for conservation easement baseline establishing and ongoing monitoring on the Kimball Junction Parcel acquired in December 2008.                                                                                                                                                                | December 2009 |
| ARRA Grant Opportunities          | Staff has reviewed through all current ARRA grant opportunities and has determined that the Energy Efficiency and Conservation Block Grant (EECBG) for non-formula cities will be the best option to pursue. To take advantage of this opportunity, staff must wait until the State Energy Office issues an RFP on September 30, 2009. (Deadline is December 31, 2009 with grant funding in the spring of 2010.) Staff has outlined eight potential programs that potentially could be funded by an EECBG grant. |               |

### **Environment – Regulatory:**

Listed below are regulatory environmental accomplishments over the last several years.

| <b>Projects Completed</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <i>Project</i>            | <i>Description</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <i>Completion</i> |
| PCMC Soil Ordinance Issue | 283 Residential Properties have been capped in Prospector reducing lead levels to <200 ppm lead. This represents 65.31 acres of spatial area, within the original soils ordinance boundary.                                                                                                                                                                                                                                                                                                                                   | 2009              |
| PCMC Soil Ordinance Issue | 119 Commercial Properties have been capped in Prospector reducing lead levels to <200 ppm lead. This represents 22 acres of spatial area, within the original soils ordinance boundary.                                                                                                                                                                                                                                                                                                                                       | 2009              |
| PCMC Soil Ordinance Issue | Expanded Ordinance Area 237 Properties have been remediated reducing lead levels to <200 ppm lead. This represents 152 acres of spatial area, within the expanded soils ordinance boundary.                                                                                                                                                                                                                                                                                                                                   | 2009              |
| PCMC Soil Ordinance Issue | In total over 240 acres of property previously impacted with mine tailings within the city limits exceeding USEPA Health Based Risk Standard for heavy metals has been remediated <200 ppm lead.                                                                                                                                                                                                                                                                                                                              | 2009              |
| PCMC Soil Ordinance Issue | Implemented the Environmental Management System (EMS) to oversee Soils Ordinance, which USEPA used as a model in Libby Montana. This program as a \$15,000/year committed budget.                                                                                                                                                                                                                                                                                                                                             | 2004              |
| PCMC Soil Ordinance Issue | Implemented a city wide Geographic Information System (GIS) to manage Park City's environmental impacts – recognized by USEPA, UDEQ                                                                                                                                                                                                                                                                                                                                                                                           | 2006              |
| PCMC Soil Ordinance Issue | Released the first Utah Environmental Data Viewer WebGIS that acts as an information repository for all environmental due diligence questions. Recognized by the Environmental Systems Research Institute, Engineering GIS Summit, ArcNews Magazine – Reference: <a href="http://www.esri.com/news/arcnews/summer08articles/park-city-utah.html">http://www.esri.com/news/arcnews/summer08articles/park-city-utah.html</a> Reference: <a href="http://mapserv.utah.gov/ParkCityGIS/">http://mapserv.utah.gov/ParkCityGIS/</a> | 2007              |
| PCMC Soil Ordinance Issue | Constructed the first horizontal SRB treatment unit for the Prospector Drain, thereby reducing heavy metal load impacts to the Silver Creek Watershed and improving water quality. Unit was recognized by USEPA Office of Research and Development and 26th American Society of Mining and Reclamation.                                                                                                                                                                                                                       | 2008              |
| PCMC Soil Ordinance Issue | Topsoil Assistance Program has financially helped citizens impacted with mine tailings to be reimbursed for remediation resulting \$30,267.00 being dispersed for clean top soil importation.                                                                                                                                                                                                                                                                                                                                 | 2009              |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| PCMC Soil Ordinance Issue          | Removed 53,000 cubic yards of waste rock, carrying measurable amounts of lead, zinc, arsenic and other toxic heavy metals downstream, from Empire Canyon. This contamination was removed from the Judge Tunnel Drinking Water Source Protection Zone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2006         |
| PCMC Soil Ordinance Issue          | Established a designated mine waste repository within Richardson Flats that acts as a receiving facility for regulated mine tailings from the historic mining era. Planning Commission has required UPCM to provide 1.5 million cubic yards of capacity for the City for future remediation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2005         |
| Brownfield Sites Remediated        | Alice Lode Brownfield Site was completely remediated resulting in the removal of heavy metals being removed from Woodside Gulch and the Silver Creek Watershed. Reference: PCMC 2008 Storm Water Management Plan Annual Report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2008         |
| Voluntary Clean-up Program         | issuance of No Further Action Certificate <ul style="list-style-type: none"> <li>• Transit Center</li> <li>• Alice Lode</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2002<br>2008 |
| Conservation Reserve Program       | Designated over 23 acres of permanent riparian buffer along the McLeod Creek stream corridor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2002         |
| Conservation Reserve Program       | This program is directly related to the success that the City has had in improving water quality within the watershed. The Weber Basin Job Corp crew has planted 6,200 trees that contribute to the East Canyon Creek Watershed and introduced more than 900 lbs of native seed mix. Eight revetments that have been installed are successful in minimizing stream embankment erosion and minimizing the sediment in the watershed. The crews also picked up a substantial amount of refuse and disposed of it appropriately.                                                                                                                                                                                                                                                                                                                        | 2009         |
| Storm Water Management Plan (SWMP) | During 2008, the 2007 East Canyon Watershed Sub Basin Water Quality Monitoring Results report was released which was funded by Summit County. This report revealed that PCMC has significantly reduced the level of contaminants (phosphorous and total suspended solids) in the East Canyon Creek watershed. In 2000, Park City was identified as a major contributor to nearly 50 percent of the total phosphorous load within the watershed. However, the recent study that was released in 2008 reflects these areas significantly being reduced to 18 percent. PCMC attributes the improvement in water quality to Park City's Storm Water Management Plan that went into effect in 2002. Reference:<br><a href="http://findarticles.com/p/articles/mi_qn4188/is_ai_n25506606">http://findarticles.com/p/articles/mi_qn4188/is_ai_n25506606</a> | 2008         |

### Policy Questions for Council:

#### 1. Does Council want staff to pursue reallocation of the remaining Rocky Mountain Power wind grant (approximately \$40,000) to a municipal solar project?

After 10 months of wind testing at the Park City Ice Arena & Sports Complex, staff and the State Energy Program determined there was insufficient wind to justify locating a residential-scale turbine at this location. Thanks goes to the State Energy Program for saving PCMC approximately \$14k in anemometer costs, as well as their reporting support. A full report will be given to Council early this fall.

At Council direction, staff already requested and received approval from RMP for reallocation of \$60k of the \$100k RMP grant to a solar demonstration project at the ice arena. RMP would like PCMC to use the remaining \$40k within the next 12 months – as

we initially received this grant in November 2006 and all RMP Blue Sky grants now have a two-year deadline.

The following options could be considered by Council:

- a. Direct staff to request reallocation of the balance of the grant to fund a photovoltaic (PV - solar electric) system at the new Creekside Park. The system would power the entire restroom facility. Educational signage would accompany the system.
- b. Direct staff to request reallocation of the balance of the grant to fund an expansion of the solar array recently installed at the ice area
- c. Direct staff to conduct additional wind resource testing on municipal property.

Staff recommends option A for the following reasons:

- In May 2009 staff submitted a new RMP Blue Sky grant request for \$36k to fund a PV project at Creekside Park. Staff would ask RMP to consider this reallocation and, if successful, would apply funds from the ice facility project to the Creekside Park project;
- Adding solar panels to the array at the ice rink would not provide a new educational outlet, as the Creekside location would;
- If PCMC conducts additional wind resource testing, we would need to try more visibly intrusive sites and either buy an anemometer or submit a request to borrow one from the State Energy Program (SEP). The SEP has a long list of organizations wishing to use an anemometer and, having just used one for 10 months, we would likely have to wait until others had a chance to test.

## **2. Does Council want PCMC to play a leadership role in community engagement to reduce energy and water use in Park City?**

In April 2009 a report on Park City Community Carbon Emissions & Water Inventories was presented to Council. These reports established baseline emissions and water usage for the years 2005 and 2007 and estimated emissions for 1990.

PCMC and The Park City Foundation received a grant from The Knight Foundation to build a website to support local individuals and businesses in energy and water conservation efforts. This website is scheduled to launch at an event titled Save Our Snow II on September 30, 2009. The SOS II and "Green Month" that will follow is being organized by The Park City Foundation with support from many community groups and individuals, including PCMC staff. PCMC staff has provided project management leadership on the website project (the website is being built by a web consulting firm, however PCMC staff is necessarily very involved in the project).

There remains an open question of "what happens after green month". In the Environmental Strategic Plan adopted by Council in January 2009, PCMC leading a community engagement effort to achieve carbon emission and water conservation is contemplated, as shown in yellow below.

|                                                                             |      |                                                                                                                                    |
|-----------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective 1.2 Reduce Park City's <i>community</i> CO2 emissions.</b>     |      |                                                                                                                                    |
| Project                                                                     | 1.2a | Inventory community-wide CO2 emissions                                                                                             |
| Project                                                                     | 1.2b | Complete community CO2 emissions inventory section of ICLEI Milestone 1                                                            |
| Project                                                                     | 1.2c | Establish community CO2 emission reduction goal                                                                                    |
| Project                                                                     | 1.2d | Establish sector-level CO2 emission reduction goals                                                                                |
| Project                                                                     | 1.2e | Create monthly reporting system for measurement against goals                                                                      |
| Project                                                                     | 1.2f | Implementation and technical support for a Community Action Plan ( <i>this is a huge task</i> )                                    |
| <b>Objective 1.3 Reduce Park City's <i>community</i> water consumption.</b> |      |                                                                                                                                    |
| Project                                                                     | 1.3a | Inventory water consumption of entire community                                                                                    |
| Project                                                                     | 1.3b | Establish community-wide water consumption reduction goal                                                                          |
| Project                                                                     | 1.3c | Make water conservation a priority through funding and supporting water conserving landscape enforcement through code enforcement. |

Options for community engagement include the following:

- a. PCMC staff plan and execute a comprehensive community engagement process;
- b. PCMC staff, with the support of an experienced partner, plan and execute a comprehensive community engagement process;
- c. PCMC staff, with the support of an experienced partner and a local environmental non-profit, plan and execute a comprehensive community engagement process;
- d. Do not plan and execute a comprehensive community engagement process.

Staff recommends option B or C: Staff had reserved \$10k for this process in the FY2010 budget and, in anticipation of this discussion with Council, had requested a proposal from The Brendle Group (Exhibit B). The Brendle Group is the company with which we partnered to complete the community carbon inventory. The Brendle Group was also hired by DTS as a partner to build ParkCityGreen.org. As such, they already:

- Know and are trusted by our community leaders who were participants on our Community Carbon Advisory Board;
- Have an in-depth understanding of our carbon and water baseline inventories;
- Know in detail the ParkCityGreen.org website and how it could be leveraged for community engagement;
- Understand the similarities and differences between Park City and other mountain resort communities; and
- They have conducted this same process for many communities, including mountain resort communities.

There are likely advantages to partnering with both an experienced consultancy and a local environmental non-profit (option C). The City would have to 'own' less of the process and the experience would build competency not only within PCMC but within the non-profit organization. It is unlikely that a local non-profit would be able to contributing funding to support this effort.

**3. Does Council want to adopt a Municipal Carbon Reduction Goal of 12% below forecasted carbon emission levels for FY2010, FY2011 and FY2012.**

Exhibit C contains a staff report that provides a detailed discussion of the revised recommended Municipal Carbon Reduction Goal.

During the July 9<sup>th</sup>, 2009 City Council meeting, staff recommended that Council consider adopting the previously named “No and Low Cost” Reduction Goal (now called the “Low Hanging Fruit” Reduction Goal). This goal, by previous definition, would reduce municipal greenhouse gas emissions by 2.4% over projected Business as Usual (BAU) levels through 2012, and by 10% through 2020.

While some Council members were interested in a more aggressive goal, many seemed interested in the “No and Low Cost” Reduction Goal, given the current state of the economy. Staff has since analyzed the potential emission reduction actions and incorporated a conservative carbon savings estimate for Johnson Controls upgrades into the “Low Hanging Fruit”, “Mid”, and “High” Reduction Potential estimates. Staff has determined a new pair of potential reduction goals with an earlier target of 2012 for Council to consider.

- “Low Hanging Fruit” Goal – 6.4% below BAU in 2012
- 12% by 2012 Goal - 12% below BAU in 2012

Recognizing that the economic climate has not changed significantly since July and the fact that none of the specific actions identified have been budgeted, staff still recommends the lower reduction target, now called “Low Hanging Fruit” Reduction Goal. Although this goal calls for \$6,600 in expenditures not budgeted, staff feels these expenditures can be made within existing budgets.

**4. Should pursuit of regulatory environmental goals be more closely aligned with the pursuit of environmental sustainability goals?**

Currently the management of environmental regulatory affairs is housed in the Building Department. Environmental sustainability management is housed in the Sustainability Department alongside Economic Sustainability and Community Sustainability.

The regulatory affairs goals and objectives are integrated into the Environmental Strategic Plan adopted by Council in January 2009 and the two teams have partnered on a limited number of proposals, such as the proposal to develop a comprehensive air quality monitoring program. Otherwise the two teams have operated independently.

Recently the staff of the two teams has begun to work more closely specifically as related to the City’s strategic approach and relationship management with the EPA. Staff recommends that efforts between the Building and Sustainability functions be better coordinated and integrated. Coordination with the EPA should be one of our top priorities.

From a policy perspective, does Council believe these two areas should be more closely coordinated?

**Significant Impacts:**

The work program described above and recommended is aggressive, but achievable, for existing staff resources. If Council changes priorities or adds new programs, staff may need to return with more of a policy prioritization discussion or discuss the need for additional resources.

**Recommendation:**

Staff recommends City Council review the mid-year update on the Environmental Strategic Plan and provide policy direction as requested.

**Attachments:**

Exhibit A: Environmental Strategic Plan adopted by Council in January 2009

Exhibit B: Community Climate Action Planning Process Proposal

Exhibit C: Updated Municipal Carbon Reduction Goal staff report/memo

## Exhibit A: Environmental Strategic Plan adopted January 2009

| GOAL 1. Preserve and enhance the ecological systems and diversity of the City and, in turn, the Region                                                                                                         |          |                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ID                                                                                                                                                                                                             | Action # | Description                                                                                                                                                                 |
| Objective                                                                                                                                                                                                      | 1.0      | Reduce Municipal carbon & greenhouse gas emissions.                                                                                                                         |
| Objective                                                                                                                                                                                                      | 1.1      | Reduce Municipal water consumption.                                                                                                                                         |
| Objective                                                                                                                                                                                                      | 1.2      | Reduce Park City's <i>community</i> CO2 emissions.                                                                                                                          |
| Objective                                                                                                                                                                                                      | 1.3      | Reduce Park City's <i>community</i> water consumption.                                                                                                                      |
| Objective                                                                                                                                                                                                      | 1.4      | Minimize liability and proactively address potential environmental issues                                                                                                   |
| Objective                                                                                                                                                                                                      | 1.5      | Complete environmental regulatory commitments                                                                                                                               |
| GOAL 2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply                                                                                   |          |                                                                                                                                                                             |
| Objective                                                                                                                                                                                                      | 2.0      | Develop General Municipal Building Efficiency Measures                                                                                                                      |
| Objective                                                                                                                                                                                                      | 2.1      | Develop Internal Municipal Policies that encourage conservation                                                                                                             |
| Objective                                                                                                                                                                                                      | 2.2      | Increase Park City's community-wide recycling rates.                                                                                                                        |
| Objective                                                                                                                                                                                                      | 2.3      | Increase utilization and visibility of renewable energy in Park City                                                                                                        |
| Objective                                                                                                                                                                                                      | 2.4      | Explore city-supported environmental sustainability programs for residents                                                                                                  |
| GOAL 3. Encouraging environmental stewardship and protection of Park City's natural environment through sharing of environmental information with the community and active, meaningful community participation |          |                                                                                                                                                                             |
| Objective                                                                                                                                                                                                      | 3.0      | Support local organizations that educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution |
| Objective                                                                                                                                                                                                      | 3.1      | Support discussions for transit options between Park City & surrounding areas                                                                                               |
| Objective                                                                                                                                                                                                      | 3.2      | Strengthen the State Residential Energy Code through strongly advocating for state and national policies that conserve energy, reduce carbon emissions and conserve water   |
| Objective                                                                                                                                                                                                      | 3.3      | Play an active role in environmental community education and outreach                                                                                                       |
| Objective                                                                                                                                                                                                      | 3.4      | Stay current on environmental initiatives, concepts & best practices                                                                                                        |
| Objective                                                                                                                                                                                                      | 3.5      | Encourage greater community participation in the creation of renewable energy projects in Park City                                                                         |
| GOAL 4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development proposals.                                   |          |                                                                                                                                                                             |
| Objective                                                                                                                                                                                                      | 4.0      | Reduce community-wide energy consumption & reduce community-wide energy costs                                                                                               |
| Objective                                                                                                                                                                                                      | 4.1      | Increase utilization of alternative transportation                                                                                                                          |
| Objective                                                                                                                                                                                                      | 4.2      | Maintain air quality at current levels                                                                                                                                      |
| Objective                                                                                                                                                                                                      | 4.3      | Improve visibility of night sky                                                                                                                                             |
| Objective                                                                                                                                                                                                      | 4.4      | Pursue a regulatory role to increase energy efficiency in new construction as well as remodels                                                                              |
| GOAL 5. Continue to review and investigate best practices that have the potential of substantially improving the environment                                                                                   |          |                                                                                                                                                                             |
| Objective                                                                                                                                                                                                      | 5.0      | Ensure the Environmental Sustainability Plan keeps pace with technology, nation-wide trends and the community's collective interests                                        |

August 7, 2009

Diane Foster  
Environmental Affairs Manager  
Park City Municipal Corporation  
Diane.foster@parkcity.org

**Re: Revised Proposal for Park City Community Climate Action Planning Process**

Dear Diane:

As a follow-on to our work on the Community Carbon Footprint and Roadmap, Brendle Group is pleased to submit this proposal to assist Park City in beginning the process of developing of a Community Climate Action Plan (CCAP). This letter proposal includes five tasks targeted to the budget we discussed for the project.

Brendle Group provided a similar service to support the City of Fort Collins 2007 Climate Task Force, which was tasked with updating the City's 1999 Local Action Plan to Reduce Greenhouse Gases. We will draw on this experience, along with our prior work with you, to assist Park City with beginning its Climate Task Force and CCAP.

A 6-month project timeline is assumed for completion of the scope of work. As we discussed by phone, there is an ideal opportunity to build a positive feedback loop between this project and ParkCityGreen.org. Our vision is for this project to help drive traffic to the web-site, while also using the web-site to solicit and gather community input in the development of the CCAP.

Project development and execution, along with content development, will be led by Principal Engineer, Judy Dorsey. Technical analysis will be provided by Engineer Seth Jansen and summary report document development by Program Manager Dave Wortman. Similar to the Community Carbon Footprint project, Brendle Group will coordinate and review our efforts along the way with Park City staff. We assume that any additional local data collection will be provided by Park City. In addition, a community facilitator may be a valuable addition to the project team. The remainder of this Scope of Work describes each task and Brendle Group's proposed approach.

**Task 1. Develop Plan for Community Engagement and Overall Climate Planning Process**

Under this task, Brendle Group will work with City staff to develop an organizational structure and work plan for the Climate Task Force, and to provide input on Task Force nominations, assuming that the Carbon Advisory Group membership will be used as a starting point for building the Task Force. This meeting will also focus on how to make public engagement in the climate action process meaningful, sustainable, and community-

powered. This work will be completed via conference call and email correspondence. It may also be possible to do a work session in person if it can be scheduled in concert with the kickoff of ParkCityGreen.org or other Brendle Group activities in Utah.

## **Task 2. Convene and Facilitate Climate Task Force Meetings**

Brendle Group will provide support for two meetings with the Climate Task Force and two team meetings with staff between Task Force meetings to review technical results and plan future Task Force meetings. We have budgeted attendance at two Task Force meetings for Judy Dorsey, while City staff meetings will be supported by Judy Dorsey and Seth Jansen via conference call. City staff will be responsible for all meeting logistics (location, food, notification, agenda, distribution of materials, minutes). Task Force meetings are assumed to be 2 hours in length and planning/integration meetings are assumed to be 2 hours in length.

## **Task 3. Identify and Prioritize Measures**

This task will seek community participation in identifying the measures to be considered by the Climate Task Force, starting with those identified by the Carbon Advisory Board through the Roadmap process. Using public input through the ParkCityGreen.org website and established City communications protocols, Brendle Group will solicit input to aid the Climate Task Force in qualitatively assessing and selecting the priority list of measures for quantification in Task 4.

## **Task 4. Quantify Priority Measures**

Brendle Group will draw upon GHG quantification protocols and existing data and research to provide estimates of GHG emissions reductions and a high-level cost-benefit analysis for measures proposed by the Climate Task Force. Brendle Group assumes that the process will be contained to 10 measures that can be evaluated within the hours set for this task. Measures will be evaluated in terms of cost to implement, cost savings to the community, and effective \$/ton of eCO<sub>2</sub> reduced. In this manner, measures can then be prioritized and packaged for an overall \$/ton eCO<sub>2</sub>.

## **Task 5. Documentation of Selected Measures and Analysis**

Under this task, we will deliver a letter report summarizing the measures selected for evaluation and the results of the quantification process.

## **Schedule**

We assume the project will span approximately six months and will be timed to link to the ParkCityGreen.org efforts, the release of the community carbon footprint, and the City's involvement in initiatives such as Save Our Snow. The following is a proposed month-by-month breakdown of the schedule:

Month 1: Develop community engagement plan, gather public input on potential measures, and invite and select Task Force members.

Month 2: Climate Task Force Meeting 1 to evaluate public input, determine goals, and agree to measures that will be quantified. Goals will be linked to the Community Carbon Footprint and defined in terms of eCO2 reductions needed in tons by the target year over the business as usual baseline case. Meetings will be open to the public with opportunities for public comment.

Month 3-4: Brendle Group quantifies selected measures with data collection support from City staff.

Month 5: Climate Task Force Meeting 2 to review quantitative results, discuss the prioritization process and discuss how to fill gaps between the reduction target and total quantitative impact of the quantified measures, if any.

Month 6: Brendle Group delivers letter report summarizing prioritized measures and analysis results to City staff for review.

### **Quote**

It is assumed that Park City staff will be largely responsible for local data collection necessary for the analysis of measures.

| <b>Task</b>                                                                        | <b>Revised<br/>Option A</b> |
|------------------------------------------------------------------------------------|-----------------------------|
| Task 1. Develop Plan for Community Engagement and Overall Climate Planning Process | \$1,000                     |
| Task 2. Convene and Facilitate Climate Task Force Meetings                         | \$5,020                     |
| Task 3. Identify and Prioritize Measures                                           | \$300                       |
| Task 4. Quantify Priority Measures                                                 | \$2,480                     |
| Task 5. Documentation of Selected Measures and Analysis                            | \$1,200                     |
| <b>TOTAL</b>                                                                       | <b>\$10,000</b>             |

Brendle Group's fee schedule to support this project is based on our published 2009 rates as follows:

- Principal Engineer: \$135
- Senior Energy Engineer: \$105
- Program Manager: \$90
- Engineer: \$75
- Communications Specialist: \$59
- Junior Engineer: \$50
- Administrative Specialist: \$45
- Intern: \$40

We are excited about the prospect continuing to work with Park City on its efforts take its GHG reduction efforts to the next level. We hope you share our belief that continuing to work with Brendle Group will result in progress toward meaningful GHG emissions reductions for years to come. Thank you for your consideration.

Sincerely,



Judy Dorsey  
President

## Exhibit C: Updated Municipal Carbon Reduction Goal staff report/memo

### City Council Staff Report

**Subject:** Adopting a Municipal Carbon Footprint Reduction Goal  
**Author:** Tyler Poulson and Crystal Ward  
**Department:** Sustainability  
**Date:** August 20, 2009  
**Type of Item:** Informational / Action Item

#### Summary Recommendations:

Review the previous and newly proposed carbon reduction targets and adopt the “Low Hanging Fruit” Municipal Carbon Footprint Reduction Goal of 6.4% below “business as usual” by 2012.

#### Background:

Park City Municipal began formally reporting carbon emissions data for its operations in 2008. Staff completed inventories for 2007 and 2008 emissions and the totals for these years were 10,942 and 11,164 tons of carbon dioxide equivalent (tCO<sub>2</sub>e), respectively. Staff presented a Municipal Carbon Reduction Action Plan to Council on July 9<sup>th</sup> and the details in this plan were used to create carbon reduction goals for Park City Municipal.

#### Analysis:

During the July 9<sup>th</sup>, 2009 City Council meeting, staff recommended that Council consider adopting the previously named “No and Low Cost” Reduction Goal (now called the “Low Hanging Fruit” Reduction Goal). This goal, by previous definition, would reduce municipal greenhouse gas emissions by 2.4% over projected Business as Usual (BAU)<sup>1</sup> levels through 2012, and by 10% through 2020.

While some Council members were interested in a more aggressive goal, many seemed interested in the “No and Low Cost” Reduction Goal, given the current state of the economy. Staff has since analyzed the potential emission reduction actions and incorporated a conservative carbon savings estimate for Johnson Controls upgrades into the “Low Hanging Fruit”, “Mid”, and “High” Reduction Potential estimates. Staff has determined a new pair of potential reduction goals with an earlier target of 2012 for Council to consider.

#### Issues for Discussion:

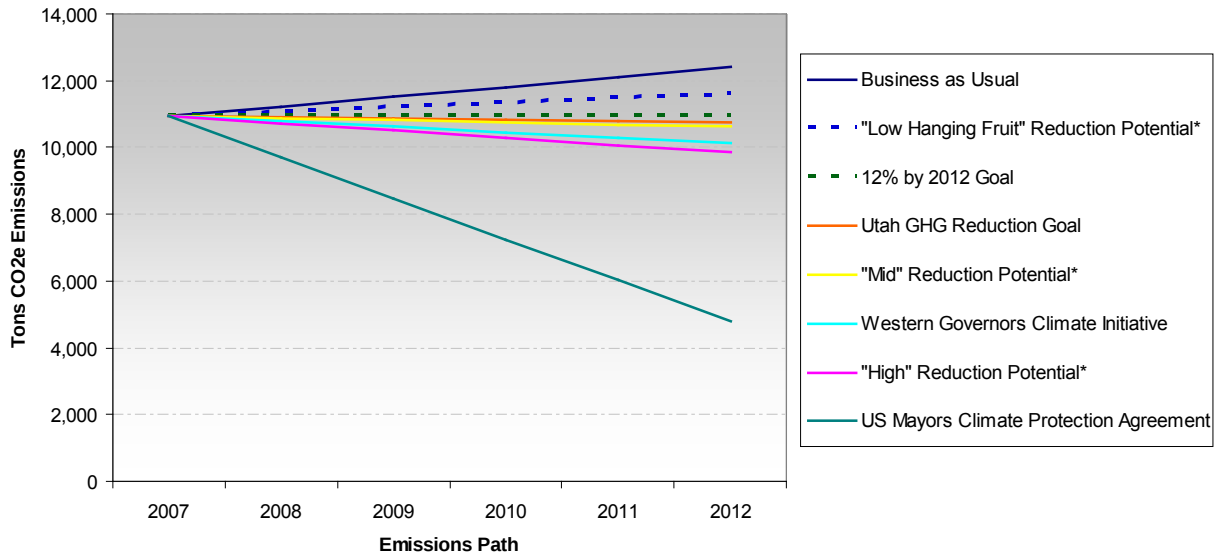
Staff generated two additional goals since the July 9, 2009 Council meeting:

- 1) “Low Hanging Fruit” Reduction Goal by 2012 – a 6.4% emissions reduction from BAU levels by 2012, and
- 2) 2) 12% by 2012 goal – a 12% emissions reduction from BAU levels by 2012. These are displayed in the figure below along with other locally relevant emission reduction targets.

The Municipal “High” (previously named “Maximum”) and “Mid” reduction potentials are also included in the graph for reference. Details on specific reduction strategies for “Low Hanging Fruit”, “Mid”, and “High” targets are included in the Municipal Carbon Reduction Action Plan (Exhibit A).

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<sup>1</sup> A BAU projected growth in emissions of 2.56% per year was utilized for forecasting. This number is subject to change based on changes in levels of service and other operational changes that may occur between now and 2012.



\*Potential determined by combining a conservative estimate for Johnson Controls carbon savings in addition to implementing "Low", "Mid", and/or "High" reduction suggestions from the Municipal Carbon Reduction Action Plan

**Table 1. Greenhouse Gas Emission Reduction Goals:**

| Goal Name |                                         | Goal Description              | 2012 BAU Est. - GHG (tCO <sub>2</sub> e) | 2012 Goal - GHG (tCO <sub>2</sub> e) | Nominal tCO <sub>2</sub> e Change Per Year Starting in 2007 | % Reduction From BAU in 2012 |
|-----------|-----------------------------------------|-------------------------------|------------------------------------------|--------------------------------------|-------------------------------------------------------------|------------------------------|
| A         | "Low Hanging Fruit" Reduction Potential | 6.4% Below BAU in 2012        | 12,417                                   | 11,619                               | +135 tCO <sub>2</sub> e / year                              | 6.4%                         |
| B         | 12% by 2012 Goal                        | 12% Below BAU in 2012         | 12,417                                   | 10,927                               | - 3 tCO <sub>2</sub> e / year                               | 12%                          |
| C         | Utah GHG Reduction Goal                 | 2005 levels by 2020           | 12,417                                   | 10,736                               | - 42 tCO <sub>2</sub> e / year                              | 13.5%                        |
| D         | "Mid" Reduction Potential               | 14.4% Below BAU in 2012       | 12,417                                   | 10,626                               | - 63 tCO <sub>2</sub> e / year                              | 14.4%                        |
| E         | Western Governors Climate Initiative    | 15% below 2005 levels by 2020 | 12,417                                   | 10,135                               | - 162 tCO <sub>2</sub> e / year                             | 18.4%                        |
| F         | "High" Reduction Potential              | 20.6% Below BAU in 2012       | 12,417                                   | 9,856                                | - 217 tCO <sub>2</sub> e / year                             | 20.6%                        |
| G         | US Mayors CPA                           | 7% below 1990 levels by 2012  | 12,417                                   | 4,783                                | - 1232 tCO <sub>2</sub> e / year                            | 61.5%                        |

### Financial Analysis:

Staff has reviewed the potential for carbon emission reductions based on various criteria including financial impact, department capabilities, affect on service levels, and overall feasibility. Based on this analysis, emission reduction potential was calculated based on the integration of Low Reduction, Medium Reduction, and High Reduction options.

The overall financial impact of all potential (not yet adopted) reduction actions/efforts is a net savings to the City of \$296,621 after three years.

**Table 2. Potential Reduction Actions – Estimated Costs and Savings<sup>1</sup>:**

| Action Implementation |             | Year 1<br>(after implementation) |                      |                                               | Year 2                 |                      |                                                 | Year 3                |                      |                                               |
|-----------------------|-------------|----------------------------------|----------------------|-----------------------------------------------|------------------------|----------------------|-------------------------------------------------|-----------------------|----------------------|-----------------------------------------------|
| Cost or Savings       |             | <i>Estimated Cost</i>            | <i>tCO2e savings</i> | <i>Annual Savings</i>                         | <i>Estimated Cost</i>  | <i>tCO2e savings</i> | <i>Annual Savings</i>                           | <i>Estimated Cost</i> | <i>tCO2e savings</i> | <i>Annual Savings</i>                         |
| Implementation Cost   | No Cost     | \$0                              | 321                  | \$11,270                                      | \$0                    | 321                  | \$11,270                                        | \$0                   | 321                  | \$11,270                                      |
|                       | Low Cost    | \$6,600                          | 121                  | \$8,157                                       | \$0                    | 121                  | \$8,157                                         | \$0                   | 121                  | \$8,157                                       |
|                       | Medium Cost | \$59,550                         | 1,100                | \$250,730                                     | \$68,000               | 1,150                | \$256,380                                       | \$6,000               | 1,187                | \$258,380                                     |
|                       | High Cost   | \$0                              | 0                    | \$0                                           | \$395,000              | 102                  | \$9,500                                         | \$12,000              | 142                  | \$10,500                                      |
|                       | Totals      | <b>\$66,150 Spent</b>            | <b>1,542 Saved</b>   | <b>\$270,157 Saved<br/>\$204,007 Yr 1 Net</b> | <b>\$463,000 Spent</b> | <b>1,694 Saved</b>   | <b>\$285,307 Saved<br/>- \$177,693 Yr 2 Net</b> | <b>\$18,000 Spent</b> | <b>1,771 Saved</b>   | <b>\$288,307 Saved<br/>\$270,307 Yr 3 Net</b> |

<sup>1</sup>Estimated Financial Payback Times for Varying Cost Levels: Low – 1.2 Years; Medium – 1.9 Years; High – > 2 Years

Given the current economic climate and the fact that none of the specific actions identified have been budgeted, staff still recommends the lower reduction target, now called “Low Hanging Fruit” Reduction Goal. Although this goal calls for \$6,600 in expenditures not budgeted, staff feels these expenditures can be made within existing budgets.

It is important to note that while these actions are low and no cost, achieving this goal will take the implementation of the 20 actions listed in Exhibit B, some of which will require significant operational changes.

### Department Review:

All applicable departments have reviewed the City’s Municipal Carbon Reduction Plan and their individual departmental reports (Appendices C, D and F of the Plan and in Exhibit A of the staff report ). Their comments have been incorporated within this staff report.

### Alternatives:

#### A. Approve:

Adopt a carbon emissions reduction goal for Park City Municipal

#### B. Deny:

Do not adopt a carbon emissions reduction goal at this time, but continue researching emission reduction efforts.

#### C. Modify:

Adopt a carbon reduction target other than the options stated.

#### D. Continue the Item:

Do not adopt a goal today, but re-visit emission reduction targets at a later date.

**E. Do Nothing**

**Significant Impacts:**

The Environmental Sustainability Department will own responsibility for partnering with each department's operations in their contributions toward meeting a carbon emissions reduction goal. The Sustainability staff can manage this task with existing resources as long as there are not significant changes to the environmental strategic plan.

**Consequences of not taking the recommended action:**

- The City will continue to incur growing costs associated with utilities (electricity, natural gas, and water) and fuel consumption.
- The City will lack formal direction from Council on its carbon emission reduction goals.
- The City will miss an opportunity to demonstrate our commitment to climate change mitigation and the opportunity to further express our leadership on sustainability issues within the state.
- The City will not earn Milestone 2 of the ICLEI: Local Governments for Sustainability process.

**Recommendation:**

Review the previous and newly proposed carbon reduction targets and adopt the "Low Hanging Fruit" Municipal Carbon Footprint Reduction Goal of 6.4% below "business as usual" by 2012.

**Exhibits (attached or available online where noted):**

Exhibit A – The Municipal Carbon Reduction Action Plan, July 2009 (available online at <http://www.parkcity.org/government/meetingandagendas/citycouncil.html> -OR- reference a desk copy at Miner's hospital)

Exhibit B – The Municipality's "Low Hanging Fruit" Reduction Potential: Action List

Exhibit C – The 12% Below 2012 BAU Reduction Goal: Action List

Exhibit D – Excerpt from July 9, 2009 City Council Meeting: Municipal Carbon Reduction Plan & Goal Discussion

**Exhibit B (of Adopting a Municipal Carbon Footprint Reduction Goal Staff Report)– The Municipality’s “Low Hanging Fruit” Reduction Potential: Action List**

(Table 8 in the Municipal Carbon Emission Reduction Action Plan)

| #                                                      | Primary Emission Source | Carbon Reduction Action                                                                                   | Action Category                              | Projected Implementation Cost (\$)                  | Annual Cost Saving Potential (\$) | Annual Emission Saving Potential (tCO <sub>2</sub> e) |
|--------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| <b>Low Cost Actions - Implementation within 1 year</b> |                         |                                                                                                           |                                              |                                                     |                                   |                                                       |
| 1                                                      | Fuel Consumption        | <b>Mileage/Trip Reduction</b><br>Improve Route Planning                                                   | Policy Development/<br>Driver Behavior       | None                                                | High                              | High <sup>2</sup>                                     |
| 2                                                      | Water Consumption       | <b>Pump Timing</b><br>Up to 60% usage cost savings at 9 pump stations. (Already done at 3 pump stations.) | Equipment Procurement                        | Mid; ~\$1,000 per station                           | High                              | High                                                  |
| 3                                                      | Energy Consumption      | <b>Computer Stand-by Policy</b><br>City-wide, after 1 hour                                                | Policy Development                           | None                                                | Mid <sup>3</sup>                  | High                                                  |
| 4                                                      | Energy Consumption      | <b>IT Equipment Shutdown</b><br>By timer, nightly                                                         | Policy Development                           | Low                                                 | Mid                               | High                                                  |
| 5                                                      | Energy Consumption      | <b>No Space Heaters</b>                                                                                   | Policy Development                           | None                                                | Mid                               | High; 1.5 tCO <sub>2</sub> e per heater               |
| 6                                                      | Fuel Conservation       | <b>Idle Time Reduction</b>                                                                                | Driver Behavior/<br>Policy Enforcement       | None                                                | Low <sup>4</sup> to Mid           | Mid to High                                           |
| 7                                                      | Energy Consumption      | <b>Light Bulb &amp; Fixture Standardization</b>                                                           | Equipment Procurement                        | Mid to High                                         | Mid                               | Mid                                                   |
| 8                                                      | Water Consumption       | <b>Irrigation Timers</b><br>10 gallons per capital per day                                                | Equipment Procurement                        | Mid-range                                           | High; at least \$200 per day.     | Mid; 7.3 tCO <sub>2</sub> e per capital               |
| 9                                                      | Offset                  | <b>Carbon Offset on DELL Computer Equipment</b>                                                           | Policy Development/<br>Equipment Procurement | Low; \$5.22 per purchased computer plants one tree. | None                              | Mid                                                   |
| 10                                                     | Water Consumption       | <b>10% Increase in Water Rates*</b><br>- 2 to 4% residential<br>- 5 to 8% commercial                      | Policy Development                           | Low                                                 | Mid                               | Mid                                                   |

<sup>2</sup> High range equivalents (proposed reduction actions): \$1,200+; 30 to 1000 tCO<sub>2</sub>e

<sup>3</sup> Mid-range equivalents (proposed reduction actions): \$251 – 1,199; 5 to 29 tCO<sub>2</sub>e. All range equivalents are based on the average range of energy consumption from typical office items listed in Table 2, Appendix C.

<sup>4</sup> Low range equivalents (proposed reduction actions): \$10 -250; 0.5 to 4 tCO<sub>2</sub>e

| Low Cost Actions - Implementation within 1 year (continued) |                    |                                                                                                     |                                      |                        |                                                                    |                                                          |
|-------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|--------------------------------------------------------------------|----------------------------------------------------------|
| 11                                                          | Water Consumption  | <b>Landscape Water Checks</b><br>22.6 gallons less per year, per participating household            | Policy Development                   | Mid-range; labor hours | Mid to High potential; \$450 per year, per participating household | Mid; 0.04 tCO <sub>2</sub> e per participating household |
| 12                                                          | Energy Consumption | <b>Reduce the Number of City-wide Printers</b><br>Reduce person to printer ratio                    | Education/ Policy Development        | None                   | Mid                                                                | Mid                                                      |
| 13                                                          | Fuel Conservation  | <b>Increase foot and bike patrol</b>                                                                | Alternative Transportation           | None                   | Mid                                                                | Low to Mid                                               |
| 14                                                          | Fuel Conservation  | <b>Schedule an In-house officer</b><br>prevent officers from leaving their assigned areas for calls | Policy Development                   | None                   | Low                                                                | Low                                                      |
| 15                                                          | Fuel Conservation  | <b>Eco Driving Techniques</b><br>Eliminate fast starts and stops                                    | Education/ Driving Behavior          | None                   | Low                                                                | Low                                                      |
| 16                                                          | Fuel Conservation  | <b>Purchasing, Shipping and Equipment Storage Policy</b><br>reduce trips                            | Driving Behavior/ Policy Development | Minimal                | Low                                                                | Low                                                      |
| 17                                                          | Energy Consumption | <b>Space Utilization</b><br>Big meetings in big rooms. Small meetings in small rooms.               | Policy Development/ Education        | None                   | Low                                                                | Low                                                      |
| 18                                                          | Fuel Conservation  | <b>GBA Scheduling and Enforcement</b>                                                               | Vehicle Maintenance                  | None                   | Low                                                                | Low                                                      |
| 19                                                          | Fuel Conservation  | <b>Remove Roof Racks</b>                                                                            | Vehicle Maintenance                  | None                   | Low                                                                | Low                                                      |
| 20                                                          | Fuel Conservation  | <b>Discuss City-wide Fuel Consumption</b><br>at Manager's Meetings                                  | Education/ Policy Development        | None                   | None                                                               | None                                                     |

\*In progress via Water Department.

**Exhibit C(of Adopting a Municipal Carbon Footprint Reduction Goal Staff Report) – The 12% Below 2012 BAU Reduction Goal: Action List**

(Table 8 in the Municipal Carbon Emission Reduction Action Plan)

| #                                                      | Primary Emission Source | Carbon Reduction Action                                                                                   | Action Category                              | Projected Implementation Cost (\$)                  | Annual Cost Saving Potential (\$) | Annual Emission Saving Potential (tCO <sub>2</sub> e) |
|--------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| <b>Low Cost Actions - Implementation within 1 year</b> |                         |                                                                                                           |                                              |                                                     |                                   |                                                       |
| 1                                                      | Fuel Consumption        | <b>Mileage/Trip Reduction</b><br>Improve Route Planning                                                   | Policy Development/<br>Driver Behavior       | None                                                | High                              | High <sup>5</sup>                                     |
| 2                                                      | Water Consumption       | <b>Pump Timing</b><br>Up to 60% usage cost savings at 9 pump stations. (Already done at 3 pump stations.) | Equipment Procurement                        | Mid; \$1,000 per station                            | High                              | High                                                  |
| 3                                                      | Energy Consumption      | <b>Computer Stand-by Policy</b><br>City-wide, after 1 hour                                                | Policy Development                           | None                                                | Mid <sup>6</sup>                  | High                                                  |
| 4                                                      | Energy Consumption      | <b>IT Equipment Shutdown</b><br>By timer, nightly                                                         | Policy Development                           | Low                                                 | Mid                               | High                                                  |
| 5                                                      | Energy Consumption      | <b>No Space Heaters</b>                                                                                   | Policy Development                           | None                                                | Mid                               | High; 1.5 tCO <sub>2</sub> e per heater               |
| 6                                                      | Fuel Conservation       | <b>Idle Time Reduction</b>                                                                                | Driver Behavior/<br>Policy Enforcement       | None                                                | Low <sup>7</sup> to Mid           | Mid to High                                           |
| 7                                                      | Energy Consumption      | <b>Light Bulb &amp; Fixture Standardization</b>                                                           | Equipment Procurement                        | Mid to High                                         | Mid                               | Mid                                                   |
| 8                                                      | Water Consumption       | <b>Irrigation Timers</b><br>10 gallons per capital per day                                                | Equipment Procurement                        | Mid-range                                           | High; at least \$200 per day.     | Mid; 7.3 tCO <sub>2</sub> e per capital               |
| 9                                                      | Offset                  | <b>Carbon Offset on DELL Computer Equipment</b>                                                           | Policy Development/<br>Equipment Procurement | Low; \$5.22 per purchased computer plants one tree. | None                              | Mid                                                   |
| 10                                                     | Water Consumption       | <b>10% Increase in Water Rates</b><br>- 2 to 4% residential<br>- 5 to 8% commercial                       | Policy Development                           | Low                                                 | Mid                               | Mid                                                   |

<sup>5</sup> High range equivalents (proposed reduction actions): \$1,200+; 30 to 1000 tCO<sub>2</sub>e

<sup>6</sup> Mid-range equivalents (proposed reduction actions): \$251 – 1,199; 5 to 29 tCO<sub>2</sub>e. All range equivalents are based on the average range of energy consumption from typical office items listed in Table 2, Appendix C.

<sup>7</sup> Low range equivalents (proposed reduction actions): \$10 -250; 0.5 to 4 tCO<sub>2</sub>e

| Low Cost Actions - Implementation within 1 year (continued) |                    |                                                                                                     |                                      |                        |                                                                    |                                                          |
|-------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|--------------------------------------------------------------------|----------------------------------------------------------|
| 13                                                          | Water Consumption  | <b>Landscape Water Checks</b><br>22.6 gallons less per year, per participating household            | Policy Development                   | Mid-range; labor hours | Mid to High potential; \$450 per year, per participating household | Mid; 0.04 tCO <sub>2</sub> e per participating household |
| 12                                                          | Energy Consumption | <b>Reduce the Number of City-wide Printers</b><br>Reduce person to printer ratio                    | Education/ Policy Development        | None                   | Mid                                                                | Mid                                                      |
| 13                                                          | Fuel Conservation  | <b>Increase foot and bike patrol</b>                                                                | Alternative Transportation           | None                   | Mid                                                                | Low to Mid                                               |
| 14                                                          | Fuel Conservation  | <b>Schedule an In-house officer</b><br>prevent officers from leaving their assigned areas for calls | Policy Development                   | None                   | Low                                                                | Low                                                      |
| 15                                                          | Fuel Conservation  | <b>Eco Driving Techniques</b><br>Eliminate fast starts and stops                                    | Education/ Driving Behavior          | None                   | Low                                                                | Low                                                      |
| 16                                                          | Fuel Conservation  | <b>Purchasing, Shipping and Equipment Storage Policy</b><br>reduce trips                            | Driving Behavior/ Policy Development | Minimal                | Low                                                                | Low                                                      |
| 17                                                          | Energy Consumption | <b>Space Utilization</b><br>Big meetings in big rooms. Small meetings in small rooms.               | Policy Development/ Education        | None                   | Low                                                                | Low                                                      |
| 18                                                          | Fuel Conservation  | <b>GBA Scheduling and Enforcement</b>                                                               | Vehicle Maintenance                  | None                   | Low                                                                | Low                                                      |
| 19                                                          | Fuel Conservation  | <b>Remove Roof Racks</b>                                                                            | Vehicle Maintenance                  | None                   | Low                                                                | Low                                                      |
| 20                                                          | Fuel Conservation  | <b>Discuss City-wide Fuel Consumption</b><br>at Manager's Meetings                                  | Education/ Policy Development        | None                   | None                                                               | None                                                     |
| <p><i>This section intentionally left blank.</i></p>        |                    |                                                                                                     |                                      |                        |                                                                    |                                                          |

| #                                                          | Primary Emission Source                  | Carbon Reduction Action                                                                                 | Action Category       | Projected Implementation Cost (\$)           | Annual Cost Saving Potential (\$)                             | Annual Emission Saving Potential (tCO2e)     |
|------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------|---------------------------------------------------------------|----------------------------------------------|
| <b>Medium Cost Actions – Implementation within 2 years</b> |                                          |                                                                                                         |                       |                                              |                                                               |                                              |
| 21                                                         | Water Consumption                        | <b>Water Budgeting</b><br>FY2011                                                                        | Policy Development    | High; \$30,000                               | High                                                          | High; 20-25% reduction in outdoor water use. |
| 22                                                         | Water Consumption                        | <b>Micro-hydro Power Turbines</b> at the Quinn's WTP<br>FY2010                                          | Renewable Energy      | High; seeking grant funding                  | Mid; will generate electricity to offset that used by the WTP | High                                         |
| 23                                                         | Fuel Consumption                         | <b>Hybrid or CNG or Electric Vehicle Purchase</b>                                                       | Vehicle Procurement   | High                                         | Low                                                           | Mid to High                                  |
| 24                                                         | Water Consumption                        | <b>Soft Starts</b><br>Reduce water loss at 20 stations                                                  | Equipment Procurement | High; Several thousand dollars per station.  | Mid                                                           | Mid                                          |
| 25                                                         | Energy Consumption                       | <b>Computerized or Wireless Temperature Control</b><br>68 degrees in winter, 72 degrees in summer       | Equipment Procurement | Mid                                          | Low                                                           | High                                         |
| 26                                                         | Water Consumption/<br>Energy Consumption | <b>Push-down Faucets vs. Automatic</b>                                                                  | Equipment Procurement | Mid                                          | Low                                                           | Low                                          |
| #                                                          | Primary Emission Source                  | Carbon Reduction Action                                                                                 | Action Category       | Projected Implementation Cost (\$)           | Annual Cost Saving Potential (\$)                             | Annual Emission Saving Potential (tCO2e)     |
| <b>High Cost Actions – Implementation beyond 2 years</b>   |                                          |                                                                                                         |                       |                                              |                                                               |                                              |
| 27                                                         | Water Consumption                        | <b>Solar Panels at Remote Water pump sites</b><br>5 additional remote sites (8 already have some solar) | Renewable Energy      | High; at least \$2,000 per station           | Low to Mid                                                    | Mid                                          |
| 28                                                         | Fuel Consumption                         | <b>CNG or electric vehicle conversion</b>                                                               | Vehicle Procurement   | Mid (varies per vehicle \$4 to \$6 thousand) | Low                                                           | Mid                                          |

**Exhibit D (of Adopting a Municipal Carbon Footprint Reduction Goal Staff Report)–  
Excerpt from July 9, 2009 City Council Meeting: Municipal Carbon Reduction Plan & Goal  
Discussion**

**2. Municipal Carbon Reduction Action Plan and 2008 Footprint.** Crystal Ward explained that the 2008 municipal carbon footprint was conducted in-house by staff and the 2007 footprint was calculated a year ago with the help of The Environmental Performance Group. Those numbers look a little different because of applying a different methodology. Last year, carbon emissions were distributed by departments and this year it is presented on a City-wide basis. She stated that the 2008 footprint is about 2% higher than 2007 and the primary sources of emissions are energy use in the City's buildings and facilities, fuel usage for both public transit and fleet, and electricity to pump water. The 2008 footprint was calculated using ICLEI's Clean Air and Climate Protection Software which the City has exclusive use of through its membership. The biggest difference was in the category of City-wide fuel consumption and the increase was primarily due to service level changes, i.e., bus routes, snow removal, and was expected. A decrease in building and energy use was realized in 2008 and relates to the update of the CACP Software and refinement of the coefficient factors for electricity. In fact, the City actually used more energy in kilowatt hours. She displayed a chart showing numbers from 1990 to 2012. In 2012, the City's carbon footprint can be as high as 12,350 while in 2008, it measures 11,194. In 2020, Ms. Ward advised it could increase to 15,200 if carbon reduction actions are not implemented.

Ms. Ward spoke about the scope of staff participation, including bus drivers and the building maintenance crew and the team met with departments over a ten month period. Reduction plans were designed by individual departments and three reduction targets were created, including the no and low cost actions; the no, low and mid-cost actions; and the total potential municipal reduction. She referred to other reduction options, including the Kyoto Protocol or the US Mayors Climate Protection Agreement calling for 7% below 1990 levels. The no and low cost action goal is recommended by staff which would require the City to reduce its emissions to 12,105 in 2012 and 13,608 in 2020. She explained that this represents a 2% year over year reduction through 2014 and 10% from 2015 to 2020, anticipating efficiency upgrades. She emphasized that attention to electricity consumption from water distribution and building use is critical to accomplish a total reduction of 442 tons annually. The no and low implementation option costs approximately \$6,600 annually and saves \$19,000 in energy and fuel costs.

She asked members if they would like the Sustainability staff to return in August to decide on an action reduction target. The Mayor commended Ms. Ward on her excellent work. He pointed out that the Kyoto Protocol will be modified this year so targets are more attainable and indicated that this is a start but the City should be setting loftier goals, acknowledging there will be new helpful technologies. Candace Erickson agreed. She liked the no and low cost options resulting in savings and an opportunity to expand efforts in the future. Monthly reporting on savings and the findings from Johnson Controls was discussed.

Roger Harlan commented on the impact of the transit system on municipal operations which should be offset by potential private vehicle use. Crystal Ward believed this measure better fits in the community-wide carbon footprint as opposed to the municipal carbon reduction plan. The Mayor pointed out that the bus system and pumping water produce significant numbers, but buildings are higher and he favored staff returning in August to confirm action plans. Liza Simpson noted that the mid-level option results in significant savings and asked why this is not the recommended option. Ms. Ward explained that the mid-level represents the largest savings in carbon, but costs more to implement and in consideration of the economy staff recommended

the no cost option. Mid-level projects and costs were discussed and Ms. Simpson indicated that she would like to review medium level options in August. Joe Kernan agreed that return on investment is crucial and perhaps anything with a return of 5% would be an appropriate long term investment. The focus should be economic sense and there might be an opportunity to partner with others in the state on wind power, for example, to decrease electricity dependence.

Diane Foster pointed out that although the recommendation is low in cost it is not possible without a lot of effort. She thanked departments for buying into the program.

**PARK CITY COUNCIL WORK SESSION NOTES  
SUMMIT COUNTY, UTAH  
JULY 30, 2009**

**Present:** Mayor Dana Williams; Council members Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson

**Tom Bakaly, City Manager; Mark Harrington, City Attorney, and Jon Weidenhamer, Economic Development Manager**

**1. Council questions/comments.** Joe Kernan discussed the joint meeting with the County Council on transportation and expressed his appreciation of the information on bus rapid transit. Liza Simpson agreed and felt the meeting was very worthwhile. Jim Hier discussed the HMBA meeting where a subcommittee was formed to consider Main Street improvements. The Chamber contracted with Wikstrom Associates to update the 1997 tourism impact report which has been completed. The report is very informative and he encouraged people to pick up a copy. The Uniform Building Code committee also met during the week. Candace Erickson commented on the Wednesday night concert at Deer Valley which was very enjoyable and less chaotic than her previous experience. She noted that the golf course is in fantastic shape and explained a “big wheel” race in Evanston, Wyoming for adults which was extremely entertaining to observe and inexpensive to hold. Roger Harlan agreed with the positive comments on the transportation meeting and relayed that the Library Board met. He discussed revisiting the special event policy and number of events held in the community.

Mayor Williams congratulated the USSA on its grand opening at Quinns Junction and commented on the effective planning of this quadrant. He met with a solar company who is trying to work with municipalities and private industry in developing renewable energy projects on public facilities with private industry benefitting from the tax breaks the city can’t apply. He met with United Way and members of the Planning Commission on their extended meeting schedule. The Air Force Team continues to meet and the Mayor relayed that he also met with an assisted living developer during the week.

**2. SR248 Tunnel.** Jon Weidenhamer explained that the preliminary cost estimate is \$1.1 million while the placeholder is \$3 million in the walkability bond funding. He commented on the rationale for selecting the Comstock location for the tunnel. WALC recommends placing the approximate \$2 million in a contingency. He referred to eight options outlined in the staff report and suggested placing the money in a contingency with a commitment that it will be spent on walkability projects, acknowledging it could create an arbitrage situation. Another option is moving projects up on the five year plan schedule.

In response to a question from Jim Hier about the \$15 million bond, Mr. Weidenhamer explained that \$7.7 was released in April. Councilmember Hier suggested not spending the \$2 million and taking credit for the savings. This is one of many projects and there may be cost overruns on others. He stated that he supports Alternative 1. Roger

Harlan favored Alternative 2, direct staff not to spend the money, but it may be wise to invest in walkability projects in the future which may not be known at this time.

Candace Erickson emphasized that the bond was not unanimously supported by all taxpayers and if all of the walkability projects can be achieved with \$10 million and the full \$15 million is not needed, there should be a discussion about not issuing the remaining \$5 million. Joe Kernan referred to the good ideas for projects set forth in the staff report and felt it appropriate to reconvene WALC to consider a larger scope of projects. He stated that these projects are a good investment and pointed out that the *Dans to Jans* corridor needs attention. Mr. Weidenhamer explained that UDOT is concerned about the SR224 crossing near Albertson's. There is a placeholder for a traffic light but UDOT feels that is not enough and a separated crossing is necessary. Liza Simpson recalled that WALC set aside a significantly large chunk of money for the *Dans to Jans* project area. She stated that she supports Alternative 1 and spoke about WALC recognizing the need to conduct a study because of the potential scope of work and expense.

Mayor Williams disclosed that he received an email from Michael Watson upset that the effort is called walkability not *walkability/bikeability*. He stated that he was very pleased to see different staff opinions in the staff report and added that witnessing a police sting operation at the crosswalk at Albertson's was frightening because it is so dangerous. Connections are important but safety is more important. The crosswalk at the high school is still a *cluster* and he suggested WALC look at these issues and prioritize projects. The Mayor stated that he supports Alternative 1, the contingency fund.

Tom Bakaly clarified that Alternative 1 does not contemplate reconvening WALC and charging them with new projects. Candace Erickson pointed out that there is probably three to four years worth of work and if estimates continue to come in under earmarked amounts it is possible that the contingency could significantly increase and this would be the time to reconvene WALC. Traffic may change in four years or improvements may result in unanticipated impacts that need to be addressed. Discussion ensued on installing a tunnel under Park Avenue. Roger Harlan expressed the benefit of observing the effectiveness of the Comstock Tunnel before considering another tunnel project. The consensus choice was Alternative 1.

**3. Historic Preservation Board interview** – Members interviewed Brian Guyer.

**4. Recreation Advisory Board interviews** – Members interviewed candidates Richard Motto, Ray Freer, and Meechie White. Tina Smith and James Lee Van Lanen were scheduled but did not show up.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
JULY 30, 2009**

**I ROLL CALL**

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, July 30, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Public Affairs Manager; Wade Carpenter, Chief of Police; Tamara Lindsay, Water Analyst; Todd Touchard, Project Manager; Matt Twombly, Project Manager; and Heinrich Deters, Project Manager.

**II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

1. Council disclosure - Joe Kernan disclosed that Talisker is among his recycling customers.
2. Bonanza Drive reconstruction - Phyllis Robinson updated Council on the Bonanza Drive reconstruction project and the plan for outreach and to disperse information. An open house will be held on Tuesday, August 11 from 4 p.m. to 6 p.m. with area residents and businesses. Construction is scheduled to continue through October 15.
3. Swearing in Police Officers Mikel Archibeque and Rick Penrod – Police Chief Wade Carpenter introduced two new officers and relayed their work experience and credentials, adding that both are highly recommended. The Mayor administered the oath of office and welcomed them to the City.

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

1. Summerween Party at The Yard - Mary Cook, Homestake HOA, stated that the organizers followed through on their promises until about midnight. The noise wasn't loud but the bass sound was audible all night long. One of the owners went to the party at 8 a.m. the next day to ask that it be shut down. There were several people in *damaged* condition and this is not appropriate for a residential neighborhood; she alleged that there was drug use. Ms. Cook encouraged the organizers find another location next year.

Mike Sweeney, agent for The Yard, stated that he was present at the party until 2 a.m. and took sound measurements to make sure they were within the decibel limits. He also met with some of the neighbors living closest to the event to give them his phone number in the event there was a complaint or problem, but never received a call from anyone.

Joe Kernan stated that he visited The Yard at 7 a.m. and there were about 20 people still there.

2. Dealing with Police Department – Mary Cook spoke about her name appearing on the phone screen at the Police Department when she calls which is okay. But the police do not need to know her date of birth or any other part of her life history. She is *not the criminal*. These questions are not necessary when giving a statement. Ms. Cook felt there are residents at the Homestake Condominiums who are afraid to call the police and be labeled as trouble-makers. The Mayor encouraged Ms. Cook to visit with the Chief of Police who is available at the meeting.

#### **IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 9, 2009**

Roger Harlan, "I move approval the Work Session Notes and the Minutes from the meeting of July 9, 2009". Joe Kernan seconded. Jim Hier disclosed that he will be abstaining from voting as he was not in attendance. Motion carried.

|                  |            |
|------------------|------------|
| Candace Erickson | Aye        |
| Roger Harlan     | Aye        |
| Jim Hier         | Abstention |
| Joe Kernan       | Aye        |
| Liza Simpson     | Aye        |

#### **V NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)**

1. Consideration of a Resolution approving the Park City Municipal Corporation Water Conservation Plan – Tamara Lindsay explained that a Plan is required for cities by the Utah Division of Water Resources. The proposed Water Conservation Plan contains information about the water system, conservation, and new measures and technology. The Mayor encouraged staff to explore water conservation plans and ordinances in other desert communities and emphasized that he doesn't want to hold up the adoption of the Plan. Joe Kernan agreed and felt it important to address irrigation. Mayor Williams pointed out the watering violations he witnesses throughout town and Ms. Lindsay explained that the new equipment will better monitor this problem. Candace Erickson expressed the frustration of citizens who comply and Tamara Lindsay noted that there is a hotline number on the website to report violations and she receives a fair number of calls in her office. Liza Simpson asked for more information on the Weather-Trak study and Candace Erickson explained that the technology is tied into a weather tracking system and senses levels of moisture to adjust use. In response to other questions from her, Ms. Lindsay explained that the automated meter reading system will be completed by August 2010 and staff is exploring a rebate program. The Mayor opened the public hearing; there were no comments from the audience. Candace Erickson, "I move we approve the Resolution approving a Water Conservation Plan for the Park City Municipal Corporation". Liza Simpson seconded. Motion unanimously carried.

2. Consideration the First Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Quinn's Water Treatment Plant in an amount of \$124,000 – Kathy Lundborg explained the contract structure. She pointed out that sustainability elements include a heat exchanger which uses the processed water eliminating the need to drill holes for geothermal and wind turbines. Liza Simpson, "I move we approve the amendment to the agreement, in a form approved by the City Attorney, with Carollo Engineers for the design of the Quinns Water Treatment Plan in an amount of \$124,000". Candace Erickson seconded. Motion unanimously carried.

3. Consideration of a Construction Agreement, in a form approved by the City Attorney, with Allied Construction for the construction of the Quinn's Raw Waterline for a lump sum amount of \$2,183,495 – He pointed out the boring locations under SR248 and US40 and the proposed trail on top of the pipeline. He advised that the City is still in the process of procuring easements. In response to a question from Roger Harlan, Mr. Touchard explained the reversing pump used for generating electricity which will produce power for the plant. The cost was discussed and Mr. Touchard indicated that staff is applying for a grant. Heinrich Deters discussed negotiations with IHC about completing its trail obligation late fall. IHC was not prepared to construct the trails until next year since the PRI purchase was not anticipated. Todd Touchard noted that the contractor has indicated his desire to complete the project by the fall. Roger Harlan asked if the outstanding easements will create a problem and Mr. Touchard noted that it won't affect this stage. Kathy Lundborg stated that verbal approval has been given but not finalized. Roger Harlan, "I move approval of a construction agreement, in a form approved by the City lawyer with Allied Construction for the Quinn's Raw Waterline for a lump sum of \$2,183,495". Joe Kernan seconded. Motion unanimously carried.

4. Consideration of a construction contract, in a form approved by the City Attorney, with Kilgore Paving and Maintenance LLC in the amount of \$842,485 for the Little Kate and Lucky John Sidewalk and Roadway Improvements Project – Matt Twombly explained that this is a walkability project that has increased in scope to include some pavement management work that was scheduled later but the project remains within the budget. The completion date is October 15. Jim Hier referred to the no parking intended for Lucky John between Monitor and Little Kate which may cause problems for football games and church conferences. Mr. Twombly responded that he is working with the schools where there is plenty of parking for football games. There is an issue with parking there currently for the buses and conflicts with the bicycle lanes. The schools are aware of the no parking program and Jim Hier requested that staff contact the LDS ward about limited parking. Mark Harrington understood that the church applies for a special event license where parking regulations can be modified. In response to another question from Mr. Hier, Heinrich Deters explained that he has gone door to door in the neighborhood to contact residents about the project. Mr. Hier felt that if pavement management work is being done, it should be funded with that budget not the walkability bond. Tom Bakaly explained that if pavement management funds

were used for this portion, there would be a timing problem and taking money from other streets.

Joe Kernan suggested that Lucky John may be better used for parking during football games than for bike lanes. Jim Hier explained that game parking has created a dangerous situation because only one car can get by because people park on both sides of the street. In response to a question from Candace Erickson, Matt Twombly reported that one mature will be lost on the right-of-way in front of the Warren property but the City will plant a mature tree on their property to replace this one. Joe Kernan suggested allowing parking on one side of the street for football events.

Matt Twombly explained that the irrigation is line being installed as part of the project so the road is not torn up next year and will be paid for by the Water Fund. Liza Simpson, "I move we approve a construction contract, in a form approved by the City Attorney, with Kilgore Paving and Maintenance LLC in the amount of \$842,485 for the Little Kate and Lucky John Sidewalk and Roadway Improvements Project". Jim Hier seconded. Motion unanimously carried.

## **VI OLD BUSINESS (Continued items)**

1. Consideration of an Ordinance approving The Knoll Estates (fna Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, 7888 Aster Lane, Park City, Utah – The Mayor opened the public hearing; there were no comments from the audience. He requested a motion to continue to August 6<sup>th</sup>. Roger Harlan, "I so move". Jim Hier seconded. Motion unanimously carried.

2. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – The Mayor opened the public hearing; there was no input. He requested a motion to continue to August 20<sup>th</sup>. Candace Erickson, "I so move". Liza Simpson seconded. Motion unanimously carried.

## **VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

## **VIII ADJOURNMENT**

With no further business, the regular meeting of the City Council was adjourned.

## **MEMORANDUM OF CLOSED SESSION**

The City Council met in closed session at approximately 12:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; and Mark

Harrington, City Attorney, Kathy Lundborg, Water Manager; Diane Foster, Environment and Sustainability Manager; Tom Daley, Deputy City Attorney; Jon Weidenhamer, Economic Development Manager; and Phyllis Robinson, Public Affairs Manager. Liza Simpson, "I move to close the meeting to discuss property, personnel and litigation". Joe Kernan seconded. Motion carried unanimously. The meeting opened at approximately 3 p.m. Jim Hier, "I move to open the meeting". Joe Kernan seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES  
SUMMIT COUNTY, UTAH  
AUGUST 6, 2009**

**Present:** Mayor Pro Tem Candace Erickson; Council members, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson

Tom Bakaly, City Manager; Mark Harrington, City Attorney, Ken Fisher, Recreation Manager

**Absent:** Mayor Dana Williams

**2. Main Street Park ribbon-cutting.** Council members dedicated the Main Street Park.

**2. RAB interviews.** Members interviewed Suzanne Sheridan, Jenifer Franklin, Margie Schloesser and Kathy Kahn.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
AUGUST 6, 2009**

**I ROLL CALL**

Mayor Pro Tem Candace Erickson called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, August 6, 2009. Members in attendance were Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Dana Williams was excused. Staff present was Tom Bakaly, City Manager; Sharon Bauman, Deputy City Recorder; Max Paap, Special Events Manager; Todd Touchard, Project Manager; Kirsten Whetstone, Planner; and Mark Harrington, City Attorney;

**II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

1. Council comments - Liza Simpson thanked IT for its work in mapping some of Park City's obscure historic trails and staff for another successful Arts Festival. Jim Hier commented on the popularity of the demolition derby at the Summit County Fair. The Transportation Summit was held Tuesday morning where Park City, Summit County and UDOT were represented. Roger Harlan reported on the School Board meeting where equalization and the Comstock Tunnel project were discussed. He understood the state has saved 35% in energy costs by implementing a four day work week for the past year. The regional transportation meeting was very productive. Candace Erickson reported that the grand opening for the Museum is slated for October and commented on improvements to the dog park.

2. Certificate of appreciation to Rory Murphy for his service on the Planning Commission – The Mayor Pro Tem presented the certificate and thanked Mr. Murphy for his hard work during his term.

3. Recognition of Sharon Bauman for achieving the Certified Municipal Clerk (CMC) designation - UMCA Board on behalf of IIMC – Donna Weaver, Orem City Recorder and President of the Utah Municipal Clerks Association, explained that the International Institute of Municipal Clerks grants certification to qualified UCMA members. She relayed the missions of UCMA and IIMC and the importance of education, confidence and professionalism. To achieve the CMC designation, a recorder must complete work equivalent to a bachelor's degree, two years membership in IIMC, comply with a code of ethics, accumulate 50 experience points, and recertify every four years through continuing education. UMCA has 242 members yet only 58 are CMCs and 18 MMCs, (soon to include Cindy LoPiccolo). Sharon Bauman stated that she feels she has found her *true calling* and is proud to be part of this group; she expressed her appreciation of the support extended by the City Manager, Mayor and City Council.

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

None.

#### IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 16, 2009

Roger Harlan stated that he will be abstaining as he was not in attendance. Liza Simpson, "I move we approve the work session notes and minutes of the meeting of July 16<sup>th</sup>". Joe Kernan seconded. Motion carried.

|                  |            |
|------------------|------------|
| Candace Erickson | Aye        |
| Roger Harlan     | Abstention |
| Jim Hier         | Aye        |
| Joe Kernan       | Aye        |
| Liza Simpson     | Aye        |

#### V RESIGNATIONS AND APPOINTMENTS

Consideration of the appointment of one member and one alternate to the Board of Adjustment for terms expiring July 2014 – The Mayor Pro Tem recommended the reappointment of Ruth Gezelius and the appointment of Hans Fuegi as the Alternate for the Board of Adjustment. Jim Hier, "I move we appoint Ruth Gezelius and Hans Fuegi for the Board of Adjustment for terms expiring July 2014". Roger Harlan seconded. Motion unanimously carried.

#### VI 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")*

Liza Simpson, "I move we approve Consent Agenda Items 1 through 4". Jim Hier seconded. Motion unanimously carried.

1. Consideration of a Resolution declaring the intention of the City to issue the City's Water Revenue Bonds in one or more series in a total principal amount not exceeding \$5,500,000 for the purpose of the retiring and refunding of all or a portion of the City's Outstanding Water Revenue and Refunding Bonds, Series 2002; directing the publication of a Notice of Bonds to be issued; fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate that the bonds may bear and the maximum discount from par at which the bonds may be sold; and related matters – See staff report.

2. Consideration of a change order to the Little Kate and Lucky John Sidewalk project Professional Service Provider agreement in a form approved by the City Attorneys Office to Alliance Engineering in the amount of \$30,000 – See staff report.

3. Consideration of a purchase agreement, in a form approved by the City Attorney, with Watertronics for the purchase and installation of a golf course irrigation pump station in the amount not to exceed: \$122,563 – See staff report.

4. Consideration of a purchase agreement with Motorola Corporation for the purchase of 52 800 Mhz radios for the Transit Department in the amount of \$98,995, in a form approved by the City Attorney – See staff report.

## **VII NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)**

1. Consideration of a plat amendment for 7620 Royal Street E, Royal Plaza, Park City, Utah – Mayor Pro Tem Erickson opened the public hearing and hearing no input from the audience requested a motion to continue. Jim Hier, “I move we continue Item 1 to September 3, 2009”. Liza Simpson seconded. Motion unanimously carried.

2. Consideration of a Master Festival License for The Tour of Utah to be held August 22, 2009 – Candace Erickson disclosed that her employer, Cole Sports, is sponsoring an amateur team in this competition. Max Paap explained that this race will be held on Main Street, Swede Alley, Heber Avenue, the Park City Sports Complex, SR224, and SR248. Last year, the race left Park City Mountain Resort, headed out to SR248 and then onto US40 but this year, in an effort to allow for more spectator opportunities, a larger portion of the race is located in Park City. The professional category will include about 120 riders and 500 in the amateur division, and the applicant has met with special events staff to address any logistical challenges or other issues. The Old Town rolling start was proposed and presented at the June 16 HMBA Board of Directors meeting and there were no dissenting comments. Mr. Paap stated that the application is being reviewed as a master festival license due to the request of a temporary street closure and use of City property. The applicants have indicated that all cyclists will be out of Park City by noon. Council members were pleased to host the race and Pat Putt, Tour of Utah representative, explained that that the event has grown in the past two years and is receiving national and international attention.

The Mayor Pro Tem opened the public hearing; there were no comments and the public hearing was closed. Roger Harlan, “I move approval of a Master Festival License for the Tour of Utah to be held on August 22 here in Park City”. Liza Simpson seconded. Motion unanimously carried.

3. Consideration of a construction Agreement, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Fairway Hills Finished Waterline for a lump sum amount of \$302,661 – Todd Tourchard described the project location and explained the reason for rejecting the lowest bid. In response to a question from Candace Erickson, he explained the preference for iron as opposed to plastic for the pipes. The Mayor Pro Tem invited public input; there was none. Liza Simpson, “I move we approve a construction agreement, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Fairway Hills

finished waterline for a lump sum of \$302,661". Jim Hier seconded. Motion unanimously carried.

## **VIII OLD BUSINESS (Continued items)**

1. Consideration of an Ordinance approving The Knoll Estates (fna Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, 7888 Aster Lane, Park City, Utah – Kirsten Whetstone noted that this application has an extensive history. She pointed out the location of the single family subdivision and the request to recreate Lots 17 and 18, as originally platted. An administrative lot line adjustment was made to combine the lots and there was land quit-claimed to the owner of Lot 17A. The proposed lot line is not in the same exact location but will remedy the non-conforming situation. She relayed that the Planning Commission reviewed the application in January 2008 and again in February 2009 where input was rendered from The Knoll Estates HOA claiming that owners will be materially harmed if the property is subdivided and argued that the CC&Rs do not allow new subdivisions. However, the Planning Commission unanimously recommended approval to the City Council. Ms. Whetstone explained that this application was scheduled in April but was continued because of legal proceedings between the HOA and the property owner where Judge Hilder ruled in favor of the applicant.

David Benion, counsel for the owner, stated that he is present to answer any questions. He emphasized that there was a trial, Judge Hilder found for the owner and concluded that the CC&Rs would not prohibit the division of the lot. He distributed a signed version of the Order from the Judge. The Findings and Conclusions have been issued but the HOA's attorney, Mr. Tesch, has requested that the Judge change them, but his arguments have not changed. He urged Council to approve the subdivision.

Jim Hier understood that Lot 18 is not a developable lot and asked about the access to Lot 18. Mr. Benion explained that the issue of the access is something that the owner and the HOA will need to work out, but the Judge stated in his Findings that, *The HOA knew that Canizaro (or his successor) would likely create an access across the strip to the former Lot 18, at some time"*. He stated that there are now discussions about where the access point should be located. Kirsten Whetstone added that this is also addressed in Condition No. 6 in the Ordinance, *prior to the issuance of a building permit, a location for the driveway shall be identified*. She pointed out challenges like existing utility boxes and a wall on the HOA property that may have to be modified to accommodate access. Roger Harlan understood that if negotiations are unsuccessful between the parties that there is enough room on the west side of the property for a driveway and Ms. Whetstone agreed.

The Mayor Pro Tem opened the public hearing.

Joe Tesch, attorney for the HOA, expressed that generally what has been presented tonight is accurate but finality has not come to fruition. The matter has not been finally

ruled upon by Judge Hilder and he asked that all of his arguments made before the Planning Commission be considered.

With no further comments, the public hearing was closed. Roger Harlan, "I move approval of an Ordinance approving The Knoll Estates Lot 17 and 18 amended subdivision plat located at 7888 Aster Lane, Park City". Liza Simpson seconded. Motion unanimously carried.

## **IX      ADDITIONAL DISCUSSION – AGENDA ITEMS**

None.

## **X      ADJOURNMENT**

With no further business, the regular meeting of the City Council was adjourned.

## **MEMORANDUM OF CLOSED SESSION**

The City Council met in closed session at approximately 3 p.m. Members in attendance were Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Mayor Dana Williams was excused. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property and litigation. Roger Harlan seconded. Motion carried unanimously. The meeting opened at approximately 3:30 p.m. Candace Erickson, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder



## City Council Staff Report

**Subject:** 2009 Election Poll Worker Appointments  
**Author:** Cindy LoPiccolo, Election Official  
**Department:** Executive  
**Date:** August 20, 2009  
**Type of Item:** Administrative

### **Summary Recommendations:**

Approve appointment of 2009 Election Poll Workers as recommended for the Municipal Primary Election on September 15, 2009 and the Municipal General Election on November 3, 2009.

### **Topic/Description:**

Pursuant to Utah Code Section 20A-5-602, at least 15 days before the election date, City Council shall appoint poll workers and alternates for each consolidated voting precinct. Poll workers must be registered voters at least 18 years old or 17 years old who will be 18 years old by the date of the regular municipal election, and reside within Summit County. The City Council may not appoint any candidate's parent, sibling, spouse, child, or in-law to serve as a poll worker in the voting precinct where the candidate resides. The persons appointed shall serve as poll workers for each voting precinct, or as an alternate.

Poll workers will receive compensation for their services at a rate established by Summit County which is currently \$10.00 per hour. Although there are no changes in consolidated voting precincts, the polling locations for Consolidated Voting Precincts 2 and 3 have been changed to Park City High School, Eccles Center lobby.

Poll Worker appointments are recommended as follows:

#### Consolidated Voting Precinct 1 – Marsac City Hall

Precinct # 1 Deer Valley

Precinct # 2 Old Town S

Precinct # 3 Old Town N

Ruth Gezelius, Carol Sletta, Betty Sue Elliott; Cheryl Thomson, Phyllis Robinson alternates.

#### Consolidated Voting Precincts 2 and 3 – Park City High School, Eccles Center Lobby

Precinct # 3 Prospector

Precinct # 4 Thaynes Canyon

Precinct # 33 Sidewinder

Precinct # 5 Park Meadows S

Precinct # 6 Quarry Mountain

Precinct # 35 Park Meadows N

Gerd Holmsen, Tania Knauer, Emily Elliott, Virginia Vallor, Edna White, Sharon Bauman, Linda Dolan, Rich Dolan; Mary Demkowicz alternate

Pursuant to Utah State Code §20A-5-602(3), the Election Official shall prepare and file a list containing the name, address, voting precinct, and telephone number of each person appointed and this list shall be available in the Executive Department for inspection, examination, and copying during business hours.

**Background:**

Park City has benefited each municipal election from continued support of citizens who serve as poll workers/election judges and Park City sincerely appreciates the time and service of these citizens on election days.

**Analysis:**

The Election Official has verified that each person recommended to serve as a poll worker meets the qualifications outlined in the state code.

**Department Review:**

This report has been reviewed by the City Attorney and City Manager.

**Alternatives:**

**A. Approve the Request:**

This is staff's recommendation.

**B. Reject One or More Officials and Direct Replacement:**

Could be done if necessary.

**C. Continue the Item:**

The appointment must be made no later than 15 days prior to an election.

**D. Do Nothing:**

Not an option

**Significant Impacts:**

In the event poll workers were not appointed, the election would be impacted to such an extent it could not be held.

**Consequences of not taking the recommended action:**

Poll workers are a necessary component for the conduct of the City's primary and general municipal elections.

**Recommendation:**

Approve poll worker appointments as recommended.



**RESOLUTION OF APPRECIATION OF GARY KIMBALL'S OUTSTANDING SERVICE  
ON THE HISTORIC PRESERVATION BOARD AND DESIGNATING HIM AS  
PARK CITY'S OFFICIAL HISTORIAN**

WHEREAS, Gary Kimball ("Ye Official Old Guy") has served on the Historic Preservation Board and Historic District Commission and whatever else the City has called the City's taste police for a total of six years; and

WHEREAS, Ye Official Old Guy has more memory and information regarding significant historic structures and community characters than any other Landmark list, Significant list, non-list list or any other City records, including those that may have been destroyed by fire or otherwise "lost;" and

WHEREAS, Ye Official Old Guy has successfully protected more non-code compliant mining shacks than any other individual; and

WHEREAS, Ye Official Old Guy, for reasons unknown but likely not unrelated to consuming our fortified water since the historic period, still is willing and able to provide support to the Historic Preservation Board; and

WHEREAS, we never really paid him before so we don't see any issue with taking advantage of his continued expertise as a volunteer.

NOW, THEREFORE BE IT RESOLVED by the City Council of Park City, Utah that:

**SECTION I. APPRECIATION.** The City of Park City hereby declares its appreciation for the time, effort, and dedication that Ye Official Old Guy has demonstrated over the years on behalf of protecting our most important community treasures.

**SECTION II. OFFICIAL DESIGNATION.** Ye Official Old Guy is hereby appointed as the Official Park City Historian. As such, Ye Official Old Guy may attend HPB or other City meetings as he deems necessary or upon request. Ye Official Old Guy shall have no vote but it would be great if he occasionally calls "BS" on the Mayor's or any other City Official's historic embellishments.

**SECTION III. DISCLAIMER/SEVERABILITY.** No humor herein should undermine the sincere thanks of the residents and officials of Park City intended for Ye Official Old Guy. If any phrase, clause, sentence, paragraph, or section of this Resolution is declared unfunny by a Court of competent jurisdiction, such decision shall not affect any of the funniness of remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

**PASSED, ADOPTED AND PRESENTED** this 20<sup>th</sup> day of August, 2009.

**PARK CITY MUNICIPAL CORPORATION**

Attest:

Approved as to form:

Mayor Dana Williams

Janet M. Scott, City Recorder

Mark D. Harrington, City Attorney



## City Council Staff Report

**Subject:** "Walk More in Four" Resolution  
**Author:** Heinrich Deters  
**Department:** Sustainability  
**Date:** August 20, 2009  
**Type of Item:** Legislative

### **Summary Recommendations:**

Adopt a Resolution supporting UDOT's federally funded program created to encourage kids to walk and bike to school by way of safe routes.

### **Background:**

UDOT is partnering with eight cities and schools throughout Utah to host 'More in Four: Walk It & Bike It kickoff events'. All events will be held Aug. 26, four during the AM walk to school hour and four during the PM walk home from school hour. Salt Lake City, Ogden, Provo/Orem and St. George are being approached to participate in the AM events, while Logan, Riverton, Park City and Cedar City will tackle the PM events.

All students and their parents will be encouraged through their PTA and school administration to walk to and from school on August 26. In route to school, UDOT will line the school's safe walking routes with signs providing students with safe walking/biking tips. Additionally, each student will receive a copy of the Student Neighborhood Access Program (SNAP) Map, or safe routing map, which all elementary and middle schools are required to have. Students from participating schools will receive information about UDOT's (SNAP) program, which is a federal funded program through the Safe Routes to School Program designed to encourage children throughout the United States to walk and bike to school more often and to do it safely.

**RESOLUTION SUPPORTING THE WALK MORE IN FOUR  
SAFETY INITIATIVE PROMOTED BY THE  
UTAH DEPARTMENT OF TRANSPORTATION  
IN PARK CITY, UTAH**

**WHEREAS**, hundreds of children can be protected each year when communities make pedestrian safety a priority; and

**WHEREAS**, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

**WHEREAS**, a lack of physical activity plays a leading role in rising obesity rates, diabetes and other health problems among children; and

**WHEREAS**, being able to walk or bicycle to school safely offers an opportunity to build activity into a child's daily routine; and

**WHEREAS**, parents and caregivers play a critical role in teaching children about pedestrian safety and becoming aware of the challenges children face on their trip to and from school each day; and

**WHEREAS**, community leaders, teachers and parents can help enable safe walking and biking to school by knowing about and abiding by a school's Student Neighborhood Access Plan (SNAP) and following the safest routes identified on a SNAP Map;

**NOW, THEREFORE, BE IT RESOLVED** that Mayor and City Council, hereby urge the Park City community to support the Walk More in Four, a statewide UDOT safety initiative to teach children the importance of walking and biking safely all year round, while motivating students to follow designated safe routes and use safe practices when walking and biking as a way of increasing their daily physical activity.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of August, 2009.

PARK CITY MUNICIPAL CORPORATION

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Mayor Dana Williams

Attest:

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Janet M. Scott, City Recorder

Approved as to form:

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Mark D. Harrington, City Attorney

## City Council Staff Report



**Subject:** Creekside Park  
**Author:** Matthew A. Twombly  
**Department:** Sustainability  
**Date:** August 20, 2009  
**Type of Item:** Award of Construction Contract

### **Summary Recommendation:**

Staff requests authorization to proceed with the Creekside Park project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Entelen Design-Build LLC in the amount of Seven Hundred Seventy Nine Thousand Seven Hundred Seventy Six Dollars (\$779,776).

### **Topic: Award of Construction Contract for the Creekside Park project**

#### **Background:**

On March 25, 2009 the Planning Commission approved a Conditional Use Permit for the Creekside Park project at 2393 Holiday Ranch Loop Rd. On April 23, 2009 the City Council reviewed the conceptual design of the park and authorized a change order to the Neighborhood Parks Professional Services Provider agreement to allow for IBI Group to proceed with the construction documents for the Creekside Park project.

The project consists of demolition of existing foundations, remove and discard chain link fence, remove and discard concrete foundation, utilities, irrigation ditch piping; construction of a 625 square foot restroom building; Additive alternate for photovoltaic panels; concrete parking; concrete walkways; playground equipment; chain link fence; irrigation; and landscaping. A copy of the concept plan is included, although some minor changes to the concept have been made and included in the construction plans.

As part of the conceptual plans brought before RAB and the City Council, IBI Group and staff highlighted a few Sustainable Building practices for the restroom building and park. The restroom building is planned to use an insulated concrete wall system, hardy plank, daylighting, low flow fixtures and other sustainable materials. As part of the bid IBI and staff included an additive alternate for photovoltaic panels and net metering system. Staff applied for a Blue Sky Grant through Rocky Mountain Power for the solar panels. PCMC had previously received a Blue Sky Grant for a wind power demonstration project at Quinn's (as detailed in the updated Environmental Strategic Plan). After nearly a year of measuring wind the pilot project was determined to not produce enough wind to install a turbine at that location. With Council consent of the Environmental Strategic Plan, staff now plans to request permission of the administrators of the Blue Sky program to take the funds already awarded and apply them to the Creekside photovoltaic panel project.

#### **Analysis:**

The project was advertised in the legal notices of the Park Record on July 25, and July 29, 2009; and in the Salt Lake Tribune on July 29, and July 30, 2009. The bids were

publicly opened on August 14, 2009. There were 5 bidders for the project: Entelen Design-Build LLC, was the low bidder at \$739,000 for the base bid and \$40,776 for Additive Alternate # 1 Photovoltaic Panels for a total of \$779,776; then MSCI at \$843,300; then DRD Paving at \$865,520; then Valley Crest at \$885,819; and Valley Design and Construction at \$930,800. The Architect's probable cost estimate was \$728,690 including a 10% contingency; and the City estimated \$40,000 for Additive Alternate #1.

The project is scheduled to begin within 2 weeks from the award of the project upon execution of the agreement and delivery of bonds and insurance. The project completion date is June 15, 2010.

**Department Review:**

City Manager, Legal, Sustainability, Recreation, Public Works.

**Alternatives:**

**Approve the Request:**

Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Entelen Design-build LLC in the amount of Seven Hundred Seventy Nine Thousand Seven Hundred Seventy Six Dollars (\$779,776) including both the base bid and additive alternate for the Creekside Park project.

**Deny the Request:**

The Creekside Park site (Old Sewer Treatment Site) would remain in its current state without a park.

**Continuance:**

Delaying a decision would delay the proposed schedule for construction starting this fall and completion in June of 2010.

**Do Nothing:**

Same effect as delaying the project.

**Significant Impacts:**

There is currently a total of approximately \$800,000 budgeted in the Neighborhood Parks CIP account. There is currently a total of approximately \$40,000 remaining in the Blue Sky Grant for Quinn's Wind project. The maintenance of the park and restroom is estimated at approximately \$63,750 for the Park and \$11,000 for the restrooms annually. Council would need to review and approve this increased level of service as part of the FY 2011 budget process as it is currently not budgeted.

**Consequences of not taking the recommended action:**

If Council needs more time to review the project then the construction schedule for completion in the Spring would need to be adjusted and the project would likely need to be rebid.

**Recommendation:**

Staff recommends that Council authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Entelen Design-Build LLC in the amount of Seven Hundred Seventy Nine Thousand Seven Hundred Seventy Six Dollars (\$779,776).

Attachments

Exhibit A: Concept Plan

Exhibit B: Construction Agreement

# Exhibit A



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Salt Lake City, UT 84111  
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PARK CITY, UTAH  
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**MASTER PLAN**  
February 6, 2008

**CREEKSIDE PARK**  
Park City, Utah

## CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and ETELEN DESIGN-BUILD LLC, 8707 Sandy Parkway, Sandy, UT 84070, which is a (*check one*) \_\_\_\_ corporation \_\_\_\_ partnership \_\_\_\_ sole proprietorship X limited liability company (hereinafter "Contractor").

**PURPOSE:** For the project known as the Creekside Project (hereinafter "Project"), which consists of demolition of existing foundations, remove and discard chain link fence, utilities, irrigation ditch piping; construction of a 625 square foot restroom building; additive alternate #1 photovoltaic panels; concrete parking; concrete walkways; playground equipment; chain link fence; irrigation; and landscaping.

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

**SECTION 1. SCOPE OF WORK.** Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive bid items Additive Alternate #1 Photovoltaic Panels, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

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

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

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

If written approval is granted to subcontract a part of this contract the Contractor shall require each subcontractor that physically performs services within Utah to

submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

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

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

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

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

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

**D. WARRANTY.** Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project

under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

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

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

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

**A.** Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

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

**C.** Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

Park City Municipal Corporation shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

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

**SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS.** City shall pay Contractor the total sum of **Seven Hundred Seventy Nine Thousand Seven Hundred Seventy Six Dollars (\$779,776)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (fees waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have

supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

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

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

**SECTION 7. COMPLETION TIME.** The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **June 15, 2010.** Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Two Hundred Dollars (\$200.00)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

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

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

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;

**C.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

**D.** If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

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

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

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

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

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

**SECTION 11. HOLD HARMLESS INDEMNIFICATION.** The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**SECTION 12. CONTROLLING LAW.** These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

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

**SECTION 14. SAFETY AND TRAFFIC CONTROL.** Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists,

and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

**SECTION 19. UTILITIES.** The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or

changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

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

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

**Special Event Regulations.** The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special

improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

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

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

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

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

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

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

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

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

**I. Construction Sign Requirements.** A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

## **SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.**

**A.** The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

**B.** The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

**SECTION 23. OBEY LAWS.**

- A.** The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.
- B.** The Contractor shall register and participate in E-Verify, or equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah.

**SECTION 24. NONDISCRIMINATION.**

- A.** The City is an equal opportunity employer.

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

**C.** The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

**SECTION 25. THIRD PARTY RIGHTS.** Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**SECTION 26. PROJECT MANAGER/ENGINEER.** The Project Manager/Engineer for this Project is Matthew A. Twombly, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

**SECTION 27. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Justin Petty, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate

in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

**SECTION 28. SEVERABILITY.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

**IN WITNESS WHEREOF**, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

**PARK CITY MUNICIPAL CORPORATION**

\_\_\_\_\_  
Thomas B. Bakaly, City Manager

ATTEST:

\_\_\_\_\_  
City Recorder's Office

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**Entelen Design – Build LLC**  
8707 Sandy Parkway  
Sandy, UT 84070

\_\_\_\_\_  
Steven R Burt, President

4548882-5501  
Utah Contractor License No.

### Corporate Acknowledgment

STATE OF UTAH            )  
                                      ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Steven R. Burt, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is the President of Entelen Design-Build LLC., by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Limited Liability Company executed the same.

\_\_\_\_\_  
Notary Public

## City Council Staff Report



**Author:** Jonathan Weidenhamer  
**Subject:** Park Silly Sunday Market Economic Impact Analysis  
RFP contract award  
**Date:** August 20, 2009  
**Type of Item:** Administrative - Award of Contract

### **Summary Recommendation –**

Authorize the City Manager to enter into a service provider agreement with Economic and Planning Systems, Inc. to conduct an analysis of the economic and community impacts of the Park Silly Sunday Market in the amount of \$25,000 in a form approved by the City Attorney.

**Topic:** Service Provider Agreement for Park Silly Market Economic Analysis

### **Background:**

The Master Festival License approval for the 2009 Silly Market was considered by Council on October 30, 2008, November 20, 2008, and February 5, 2009. During that process, Council agreed that a comprehensive qualitative and quantitative measure of direct and indirect benefits of the Market should be conducted. Council agreed the study would take place throughout the 2009 Market, and would be the basis for consideration of a long-term City Services contract with PSSM, similar to how we have addressed Sundance and Arts Festival (staff report excerpts and minutes attached). This direction was affirmed during the budget process, and the 2010 budget approved \$35,000 for the study.

A five member selection team comprised of the following members reviewed the proposals:

Jonathan Weidenhamer – Economic Development Manager  
Max Paap – Special Event Coordinator  
Bret Howser – Budget Manager  
Marin Decker – City Manager Intern  
Kayla Sintz – Planner  
Phyllis Robinson – Community Affairs Manager

The five firms who responded and their proposal costs are as follows:

| <b>Firm</b>                                | <b>Cost Proposed</b> |
|--------------------------------------------|----------------------|
| Economic & Planning Systems & RRC Assoc.   | \$30,000             |
| Basile Bauman Prost Cole & Associates, Inc | \$29,640             |
| Opinion Research Corporation               | \$27,629             |
| Design Workshop                            | \$29,995             |
| Wikstrom Economic & Planning Consultants   | \$30,000             |

**Analysis:**

Staff finds an independent 3<sup>rd</sup> party study is crucial to have an unbiased analysis. Selection of a firm was based on the following criteria:

1. Experience with economic analysis and consulting services to municipalities in a resort community.
2. Ability to be responsive and available to City Staff , HMBA businesses, and Market Organizers.
3. Cost Effectiveness in providing the desired services/product.
4. Thoroughness of the firm's "approach" to the requested scope of services.

Economic & Planning Systems, Inc. (EPS) in conjunction with RRC Associates (RRC) were chosen because of their project approach and demonstration of experience on similar projects. Specifically, EPS conducted an analysis of the Anchorage weekend market including the fiscal and economic impact on permanent retail establishments. RRC has thorough experience in research, planning and design to ski resorts and resort towns, and has significant experience in Vail, Breckenridge and Telluride. RRC brings experience understanding impacts and operations of special events in destination resorts.

The study is scheduled to begin immediately with observation of the Market, establishment and compilation of existing background information (on-site qualitative survey, web survey), and establish working relationships with affected parties through meetings with the HMBA, PSSM, and City staff. The Team will then collect, evaluate, synthesize, and present sales data – including: identification if the Market is creating net new sale or redistributing existing sales; isolation of Sunday sales on Main street to sales in other geographic sectors in town; and isolation of impact on Main Street businesses by type and proximity to the Market. The schedule calls for presentation of findings to Council in November (see Scope of Services - Addendum A). Because a certain amount of background survey work originally listed in the proposed scope has since been completed, EPS and RRC have agreed to reduce the scope as reflected by the work already performed by the City. (This accounts for the difference in RFP response and recommended contract amount).

Upon review of the study findings, Council may consider how they would like to move forward with consideration of the 2010 Market.

**Department Review:** This report has been reviewed by representatives of Sustainability, Legal Departments and the City Manager's Office.

**Alternatives:**

- A. **Approve the request, and authorize the City Manager to execute the service provider agreement as attached: (Staff recommendation)**
- B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of the project.

- C. Deny the request: Council could choose to not continue with the project at this time.
- 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:**

The City Council should use the findings of the study for consideration of a long-term City Services contract for the PSSM. The contract would identify services provided, costs, fee waiver consideration and define operational parameters for PSSM's ongoing presence and operation on Main Street.

**Staff Recommendations:**

Authorize The City Manager to enter into a service provider agreement with Economic and Planning Systems, Inc. to conduct an analysis of the economic and community impacts of the Park Silly Sunday Market in the amount of \$25,000 in a form approved by the City Attorney.

**Exhibits:**

Exhibit A - Professional Services Provider Agreement

Exhibit B - RFP

Exhibit C – Staff report excerpts and meeting minute excerpts

November 20, 2008

February 5, 2009

Exhibit A

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

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

**1. SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \$25,000 Dollars.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on March 15, 2010 or earlier, unless extended by mutual written agreement of the Parties.

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

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

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

**4. REPORTS AND INSPECTIONS.**

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

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees,

subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

## 8. **INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$1,000,000) combined single limit per occurrence and four million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$1,000,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. TREATMENT OF ASSETS.**

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

**10. COMPLIANCE WITH LAWS.**

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

**11. NONDISCRIMINATION.**

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

Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

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

**13. CHANGES.**

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

**14. MAINTENANCE AND INSPECTION OF RECORDS.**

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

**15. POLITICAL ACTIVITY PROHIBITED.**

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

**16. PROHIBITED INTEREST.**

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

**17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

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

**18. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service

Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**19. NOTICE.**

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

**20. ATTORNEYS FEES AND COSTS.**

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

**21. JURISDICTION AND VENUE.**

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

**22. SEVERABILITY.**

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

**23. ENTIRE AGREEMENT.**

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

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

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue

Post Office Box 1480  
Park City UT 84060-1480

\_\_\_\_\_  
Thomas B. Bakaly, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER**

Address: Jason Moody, Principal  
Address: Economic & Planning Systems, Inc.  
Address: 2501 Berkeley, CA 94710-2515

Tax ID#: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (title or office) of \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

**ADDENDUM “A”**  
**SCOPE OF SERVICES**

## Work Program Scope of Services

### Task 1: Project Initiation and Reconnaissance

Immediately on receipt of an executed contract or a notice to proceed, the EPS Team will conduct a site visit to meet key stakeholders, identify project data needs and conduct a reconnaissance of the Market and surrounding areas both during operations and on a non-PSSM business day. Specifically, EPS will meet with PCMC staff to discuss and refine the scope of work, schedule, and to gather data required for undertaking the scope. EPS will also meet with HMBA designees and PSSM staff to discuss the work program, the types of input the groups may provide, and the nature of the results of the study (i.e., to establish expectations for the scope and parameters of an economic impacts analysis). EPS will also use this opportunity to establish working relationships with the groups.

### Task 2. Review of Survey Data and Augmentation (as required)

In this task, EPS and RRC Associates will review surveys of PSSM visitors, HMBA business operators, and others conducted to date and will evaluate areas where additional survey work may be required. The focus of this task will depend upon the results of the existing data review; therefore general tasks are listed below, with the specific direction of this task to be determined by the team, in consultation with City staff.

Potential work efforts include:

- o Review all existing survey data and prepare a summary of results memorandum which identifies how existing data may be used in the economic analysis and details additional survey efforts, if required; and
- o If required, RRC will design and field “intercept” surveys, create and host the web survey, and tabulate and report on results. Approximately 400 short intercept surveys may be obtained, with about 150 to 250 web surveys. Interviewees will be asked for an e-mail address and to complete a more in-depth set of questions designed to probe more deeply into actual expenditures, reasons for attending PSSM, shopping tradeoffs, etc.<sup>1</sup> In addition, web survey respondents can then be used for additional follow-up through a second round of surveys or in focus groups, if desired.

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<sup>1</sup> In our experience, the key to getting approval from participants and a valid e-mail address is to offer a drawing for something of significant value. In Park City this might be a voucher for “one of four \$100 cash prizes” or something of similar value. While we have used items like a ski pass for next season or a recreation/golf pass in some locales, in Park City we would want to make sure that the prize is not solely targeted to residents.

### Task 3: Sales Data Collection and Evaluation

Establishing the economic impacts of the PSSM will require collecting and analyzing sales data over time for a variety of geographies in Park City.

- **Historic Main Street Business Alliance (HMBA).** EPS will work with HMBA members to collect sales data before the Market's opening in 2007 and data since that year. To the extent possible, EPS will evaluate the data day of the week, season, and annual totals.
- **Park Silly Sunday Market.** EPS and RRC will solicit and collect sales data for the 2007 and 2008 seasons as well as available data for 2009 from Park Silly vendors. As available, the sales data collected will be segmented by vendor category and date.
- **"Control" Sites.** EPS will work with PCMC staff members to identify and collect data from retail geographies outside of the Main Street area. The purpose of this review will be to establish a baseline in retail sales in the City, identifying periods of high and low sales activity (typically varying by particular seasons and business cycles).
- **Park City.** EPS will review trends in retail sales, based on sales tax reports. This evaluation will serve as another indicator of retail sales trends, in addition to the baseline established through the "control" sites.

The EPS Team will tabulate the above data and use it as a basis for quantifying the direct, indirect, and induced economic impacts of the Market. A key issue will be to distinguish between net new sales and the redistribution of sales (e.g., from Main Street Merchants to Market vendors). The analysis will also seek to quantify and compare economic multiplier effects by sale type. For example, the sale of goods or services produced locally may have a higher labor component, after considering both backward and forward linkages, than those produced by national chain merchandisers.

### Task 4: Synthesis and Documentation of Results

In this task, EPS will synthesize the results of the above analysis in a Draft Report that includes explanatory text, illustrative tables and figures, and detailed documentation of data and methodology. The analysis will also include a more qualitative evaluation of non-economic community impacts of the PSSM based on discussions with HMBA members, PSSM staff, City staff, responses by PSSM visitors, and academic and professional literature. EPS will integrate or respond to all comments and prepare a Final Report.

#### **Project Team Overview**

EPS has assembled a team with significant experience in collecting and analyzing data and completing economic impact analysis throughout the western United States as well as within the region and locally. EPS will lead the overall impacts analysis effort including conducting the analysis, preparing reports, and meeting with stakeholders while RRC Associates will design and field intercept surveys and prepare a results summary.

### Economic & Planning Systems

#### **Firm Overview**

EPS is a land economics consulting firm experienced in the full spectrum of services related to real estate development, economic and market analysis, public/private partnerships, and the financing of government services and public infrastructure. Since 1983, EPS has provided consulting services to hundreds of public and private sector

clients in California and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys. EPS applies a multi-disciplinary approach to our work, engaging policy issues against the backdrop of fiscal, economic, land use, and public finance opportunities and constraints. Our areas of expertise include:

- Economic Impact Analysis
- Project Market and Financial Feasibility Analysis
- Regional Economics and Industry Analysis
- Fiscal Impact Analysis
- Public Finance
- Development Negotiations Support
- Land Use Planning and Growth Management

### **EPS Staff**

**Jason Moody, Principal-in-Charge:** Mr. Moody will lead the EPS and Team effort, providing strategic guidance related to study design and deliverables as well as interfacing with the client and stakeholders. As a Principal at EPS with over 14 years of experience in urban economics, Mr. Moody has developed particular expertise related to assessing the operating performance of niche retail and visitor-serving venues such as museums, event facilities, recreation, and tourist attractions. He has evaluated a number of direct market projects including the Anchorage weekend market, an agricultural farm in Santa Clara County, a San Francisco public market, and the Oakland produce market.

**Rebecca Benassini, Project Manager:** Ms. Benassini will serve as the Project Manager, providing day-to-day project management, research, and analysis. As an EPS Senior Associate, Ms. Benassini has worked on a variety of projects related to the economics of farmers'/direct market activities, including the feasibility of an agricultural park in San Jose and the economic and fiscal impacts of agricultural and recreational activities in Colusa County.

### **RRC Associates**

#### ***Firm Overview***

RRC has extensive experience conducting research programs for special events in a variety of destination settings. Typically the goal of the studies is to provide a wide array of information concerning various aspects of the events, including tracking of visitor demographic characteristics, spending characteristics, measurement of satisfaction and strengths/weaknesses of special event programming, advertising awareness/effectiveness, and other areas of interest. In addition, the level and volume of "draw" of each event in attracting visitors to the destination, along with an analysis of the resultant economic impact of each event in terms of generating benefit to the local community, is also a key component of the studies. Actionable suggestions for improving each event are provided. Surveys of visitors and of target markets are conducted using intercept, mailback, telephone, and Internet survey techniques.

#### **RRC Staff**

Founding partner C. Chris Cares and RRC Director David Belin will work collaboratively on this project.

**C. Chris Cares**, an RRC partner, possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications.

**David Belin**, RRC's Director, has been with RRC for six years. Examples of projects he has directed include visitor research studies, branding studies, and conversion studies in the recreation and tourism industry; economic analyses of the ski industry, both nationally and regionally; and feasibility studies for resort real estate projects.

## Budget

The EPS Team budget estimate for this project by task and staff person is provided in **Table 1**. We estimate that the EPS Team can complete the above Scope of Work for a not-to-exceed budget amount of **\$25,000**. The budget estimate covers all costs associated with the tasks, materials, travel, and meetings described in the Scope. Specifically, it includes one site visit by EPS and RRC, as well as a draft and final version of the documents described above. Additional tasks or meetings requested by the client will be billed on a time-and-materials basis at our standard hourly rates. Charges for EPS time are based on the amount of time actually spent. Expenses for travel, data, facsimiles, copying, and other project related items are billed at cost. Invoices are submitted monthly and are payable upon receipt.

## Schedule

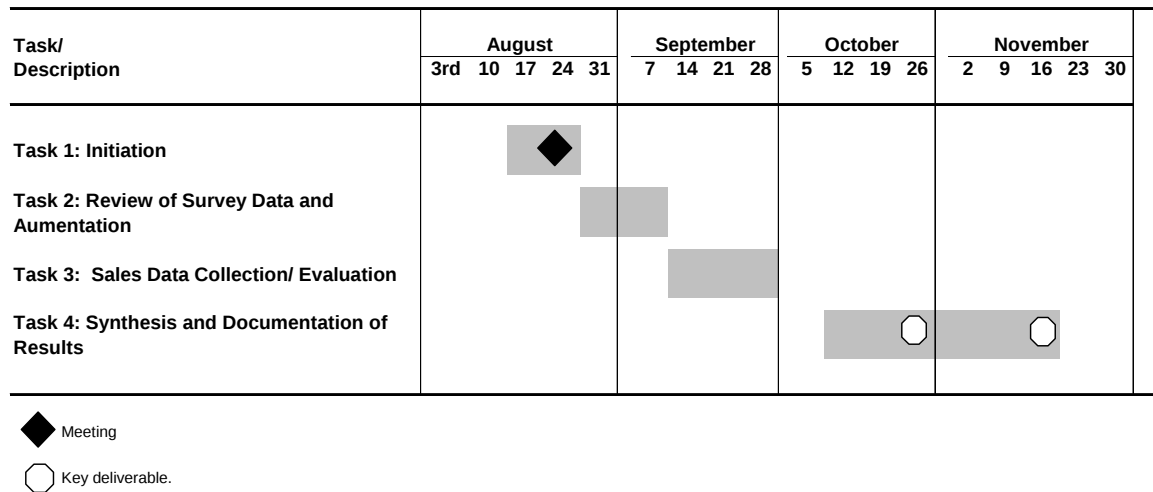
A proposed project schedule by task is provided in **Figure 1**. As shown, we estimate that the consultant team can complete the above Scope of Work within approximately three months. This estimate assumes that required City data and input are provided on a timely basis. EPS is prepared to begin work immediately upon authorization to proceed. The actual project schedule will be formalized during the initiation meeting and up-dated, if necessary and upon consultation with the client, on a periodic basis.

## Table 1. Budget Estimate

| Task/<br>Description                              | EPS Staff                         |                                                  |                     |                     | RRC                | Staff Cost<br>Subtotal | Direct<br>Costs [1] | Grand<br>Total  |
|---------------------------------------------------|-----------------------------------|--------------------------------------------------|---------------------|---------------------|--------------------|------------------------|---------------------|-----------------|
|                                                   | Moody<br>(Principal<br>In-Charge) | Benassini<br>(Sr. Associate,<br>Project Manager) | Research<br>Analyst | Production<br>Staff | Cares and<br>Belin |                        |                     |                 |
| Task 1: Initiation                                | 15                                | 15                                               | 0                   | 4                   | \$1,000            | \$7,450                | \$475               | \$7,925         |
| Task 2: Review of Survey<br>Data and Aumentation  | 0                                 | 0                                                | 0                   | 0                   | \$2,500            | \$2,500                | \$90                | \$2,590         |
| Task 3: Sales Data<br>Collection/ Evaluation      | 10                                | 20                                               | 10                  | 0                   | \$2,000            | \$9,050                | \$0                 | \$9,050         |
| Task 4: Synthesis and<br>Documentation of Results | 5                                 | 9                                                | 0                   | 3                   | \$2,500            | \$5,435                | \$0                 | \$5,435         |
| Total Hours                                       | 30                                | 44                                               | 10                  | 7                   |                    |                        |                     |                 |
| Billing Rates/ Subtotal                           | \$245                             | \$165                                            | \$130               | \$75                | \$8,000            |                        |                     |                 |
| <b>Total Project Costs [1]</b>                    |                                   |                                                  |                     |                     |                    | <b>\$24,435</b>        | <b>\$565</b>        | <b>\$25,000</b> |

\*Billing rates effective January 2009 and are subject to change annually.  
 [1] This budget includes one onsite working session.

## Figure 1. Project Schedule



## ADDENDUM “B”

### PAYMENT SCHEDULE FOR “EXTRA” WORK

#### EPS Rates

#### 2009 HOURLY BILLING RATES

|                                     |             |
|-------------------------------------|-------------|
| Managing Principal                  | \$265–\$300 |
| Principal                           | \$245       |
| Senior Vice President               | \$210       |
| Vice President                      | \$195       |
| Senior Technical Associate          | \$160–\$185 |
| Senior Associate                    | \$165       |
| Associate                           | \$130       |
| Research Analyst                    | \$80–\$110  |
| Production and Administrative Staff | \$75        |



## RRC Rates RRC ASSOCIATES

RESEARCH ♦ PLANNING ♦ DESIGN

4940 PEARL EAST CIRCLE ♦ BOULDER, CO ♦ 80301 ♦ 303/449-6558 ♦ www.rrcassoc.com

### RATES FOR BASIC AND ADDITIONAL SERVICES

|                                                                           | HOURLY       | DAILY    |
|---------------------------------------------------------------------------|--------------|----------|
| Principal, Community Planning and Development – <i>Nolan Rosall</i> ..... | 180 .....    | 1,440    |
| Principal, Research and Planning – <i>Chris Cares</i> .....               | 180 .....    | 1,440    |
| Technical I level – <i>David Belin</i> .....                              | 120 .....    | 960      |
| Technical II level .....                                                  | 90 .....     | 720      |
| Technical III level .....                                                 | 55 -75 ..... | 440 -600 |
| Support I level .....                                                     | 40-55 .....  | 320-440  |
| Support II level .....                                                    | 40 .....     | 320      |
| Non-technical.....                                                        | 25 .....     | 200      |
| Subconsultants.....Billed directly at subconsultants' regular rates       |              |          |

### REIMBURSABLE EXPENSES

- 1) Air travel, lodging, meals, car rental and related travel/subsistence out-of-pocket expenses are billed at direct cost.
- 2) All travel time is considered a reimbursable expense. All travel time will be billed at one-half the hourly rate from portal to portal.
- 3) Mileage is billed at 50¢ per mile.
- 4) Long distance telephone calls and other reimbursable expenses, including postage, supplies, film, photos, etc. are billed at direct cost.
- 5) Photocopies and printing that are contracted out are billed at cost plus 10 percent. Photocopies that are done in-house are billed at 10¢ per page for black and white, 50¢ for color.
- 6) Custom report preparation and publication, and special presentations, (models, photographs, renderings, slide shows, etc.), are considered reimbursable expenses and are separately negotiated with the client in accordance with his special requirements.

## **Exhibit B – RFP**

### **PARK CITY MUNICIPAL CORPORATION (PCMC) Request for Proposals PARK SILLY SUNDAY MARKET ECONOMIC IMPACT ANALYSIS**

#### **I. Background**

PCMC requests proposals from qualified consultants to evaluate the impact of the Park Silly Sunday Market, an open-air market and street festival that operates on lower Main Street each summer Sunday. The Market is in its third year of operation, and the City would like to better understand its effect on existing businesses and the community. The goal of the project is to evaluate the direct and indirect economic and community impacts of the Park Silly Sunday Market. Data has been collected on-site during the Market this year, and will be available for analysis by the selected consultant.

#### **I. Scope of Project**

Use sales tax data provided by individual Historic Main Street Business Alliance members to evaluate impact of the Market on Sunday sales. Gather information via surveys, interviews and other means to evaluate indirect economic and community impacts. Provide as control a comparison to success of other geographic sector(s) in Park City. Include evaluation of effect of alternative hours, locations, size, number of Sundays, vendor mix and expansion of programming. Include strategies for mitigation of any negative impacts through operational approach. Produce report of findings within two months of last market Sunday (September 27, 2009).

#### **III. Scope of Services Required**

- Solicitation and analysis of sales data provided by HMBA businesses, including pre-market data (2006 and consecutive data for 2007, 2008 and 2009)
- Collection and analysis of control data
- Evaluation of impact of the Park Silly Market on Sunday sales at HMBA businesses.
  - To the extent possible, evaluate data for subgroups (business types, locations, etc.) without revealing confidential sales data
- Analysis of city revenue from the market
- Surveying of market visitors and businesses
- Monitoring customer traffic at select business locations
- Establish trends and baselines for other geographic sectors in Park City and compare to Main Street.
- Evaluation of effect of alternative hours, locations, size, number of Sundays, vendor mix, and expansion of programming
- A minimum of two meetings with both the HMBA Board and/or appointed designees, and the PSSM to better understand their perspectives.
- Full report of impact and strategies for mitigation of any negative impacts through operational approach

The intended timeframe for the utilization of the selected consulting firm's services is from August 2009 through November 2009. A report of findings should be submitted to the City by November 30, 2009.

#### **IV. Funding**

Total funding for the project is not to exceed \$30,000.

#### **V. Proposal Requirements:**

Interested consultants shall provide 7 copies of their proposal (10 page limit excluding the cover page) which includes the following information:

- Name, address, email and telephone number of the company.
- A narrative of firm's qualifications and relevant experience.
- A not to exceed cost proposal.
- A statement of your understanding of the project and a general description of your proposed approach to project scope of services.
- A detailed work plan outlining each required task necessary for completion of the project described in the project scope of services along with a fee breakdown.
- A tentative schedule for completing the work.
- Names, titles, experience of the personnel that would be assigned to the project.
- Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- A description of any arbitration and/or litigation in which your company is currently engaged or which was resolved within the five years preceding the date on which you submit your proposal.
- A statement of whether your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.
- The selected firm is expected to enter into the standard Professional Services Contract (Attachment 1) with the city in its current form. Proposals should either agree to the standard contract as is or request changes to the form as part of the proposal.

#### **VI. Selection Process**

Consultants for this project will be selected by a review committee. The criteria used to select a consultant will be:

1. Experience with economic analysis and consulting services to municipalities in a resort community.
2. Ability to be responsive and available to City Staff , HMBA businesses, and Market Organizers.
3. Cost Effectiveness in providing the desired services/product.
4. Thoroughness of the firm's "approach" to the requested scope of services.

The selection committee will review the proposals based on the information provided. Following a review of the written proposals the selection committee will make a final selection and award the services contract subject to final approval by the City Council. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process. The City reserves the right to reject any or all proposals received.

Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

## **Exhibit C**

### **Staff report excerpts and minutes**

#### **November 20, 2008 Staff Report excerpt**

##### Economic Analysis

The staff report on October 30, 2008 indicated that the HMBA “agreed” to conduct a quantitative economic analysis to measure specific impacts on existing Main Street businesses. A detailed recap of prior Council and HMBA meeting minutes, indicate that this commitment was slightly overstated by staff. Although the HMBA believed a study would be beneficial and was imperative for moving forward, it became clear to their Board that there was no funding mechanism in place to conduct the study. No specific agreement to what that was to look like, or exactly when it was to be conducted was ever formalized or committed to in a public forum.

Staff is working with a private consultant (Wikstrom Economics) to complete this analysis. Furthermore, staff recommends breaking the study into 2 phases (Exhibit F). Phase I (approx. \$10,000) would be a cursory, higher level look at the fiscal impacts on brick and mortar businesses of the 2008 PSSM. Assuming all data collection is completed by thanksgiving staff would return to Council with Phase I analysis by the end of January 2009. It is important to remember that Phase I will still be limited to very general trends, and doesn't expect it to be a “silver bullet”. Therefore Staff recommends the 2 phased approach. Should the HMBA members not provide enough data to have a statistically relevant study, staff recommends moving forward without it.

Phase II (approx. \$15,000) would be a comprehensive qualitative and quantitative measure of direct and indirect benefits. This study would take place throughout the 2009 Market, and would be the basis for consideration of a long-term City Services contract with PSSM, similar to how we have addressed Sundance and Arts Festival.

Staff finds an independent 3<sup>rd</sup> party study is crucial to have an unbiased analysis, and therefore PCMC is committed to funding Phase I of this study. With other past City-services contracts, the event organizer has been responsible for providing the broader analysis. Council should provide direction if they want financial participation from either the HMBA or PSSM to conduct the Phase II Study. Staff recommends Council consider retaining authority over scope and methodology of Phase II in exchange for fully funding Phase I. Council should also be aware that per the budget policy, any study over \$10,000 will need to be advertised for bid.

## 11.20.08 Minutes (excerpts)

Staff is recommending that an economic analysis be conducted; the first phase would be \$10,000 to measure the direct fiscal impacts of the 2008 market on existing Main Street businesses. This will be conducted independently by the City who would contract with Wikstrom Economics. He warned that there is no *silver bullet* but any disproportionate impact to one type of business or blatant flaw should be identified. It is anticipated that Phase 1 would be completed by mid-January so that any operational changes could be made by February 1. Phase 2 is estimated at \$15,000 and a long-term services agreement with PSSM would be anticipated at that point. He emphasized that Condition 18 specifies that the event organizers will have to fund the analysis but that will probably will be omitted because the City has typically been responsible for the costs of economic analyses in the past.

The Mayor asked what Phase 1 will accomplish and Jon Weidenhamer explained that it will identify if any type or location of a business is onerously impacted. Phase 2 will analyze all of the indirect benefits of the event including surveying attendees of the market. Mr. Hier expressed that spending \$10,000 on summarized data provided by the merchants this year and \$15,000 to conduct independent surveys and a fiscal analysis later seems disproportionate. He felt that Council members could reach their own conclusions with the data provided by the HMBA and asked what the term *onerous* means. Mr. Weidenhamer acknowledged that it is a grey area. There was discussion about gathering information from other commercial areas in town.

Tom Bakaly pointed out the timing problem because it is going to be difficult to produce a meaningful analysis between now and the time PSSM needs to make decisions for the summer. He admitted that the study is a bifurcated approach pointing out problem areas in the short term and providing a more meaningful analysis to be completed through the year. Phase 1 is probably not going to provide the level of detail that would warrant conditioning the MFL. Mr. Hier felt it is not worth \$10,000 if it is not detailed and Mr. Bakaly suggested a broader study that would be completed next year. Jim Hier agreed with not contracting with Wikstrom for Phase 1 but to conduct a comprehensive study including all of the data right now and continuing throughout the year. He also stated that he feels the retail stores on Main Street are very unique to the district. He questioned how much weight the Council could place on the findings of Phase 1 as proposed. The City Manager relayed that staff is leaning toward a comprehensive approach as well and asked if other specific conditions should be placed on the PSSM.

Candace Erickson commented on how many locals she knows that attended the market and didn't buy anything. She agreed with Jim Hier about the wisdom of spending \$10,000 on a study that probably will not provide the answers needed.

She pointed out that the City has already provided tax-payers dollars to support the event by way of a grant. She didn't feel that the merchants on upper Main Street should have to work harder to recover from an event created for lower Main Street. She expressed that maybe the HMBA needs to create its own event on another day because the two are not co-existing well. It is unfair to ask merchants to expend more to remain status quo. Ms. Erickson referred to and asked for clarification of a statement in the staff report, *the event organizers may elect not to continue should the Council pursue certain regulatory options.*

Mayor Williams commented on the turn-over of businesses on lower Main Street over the years and the difference the market has made there. He suggested dropping Conditions #18 and #21 and encouraged the applicants to continue to work with all business owners. The scope of the economic analysis needs to be clearer and should not be a condition of the MFL. Spending \$10,000 seems like a waste of money now because he didn't feel a fatal flaw will be identified.

### **February 5, 2009 minutes (excerpt)**

In response to a question from Jeff Ward about an economic study, Roger Harlan recalled that at the last meeting members were not supportive of funding an analysis. Jim Hier clarified that the Council postponed the \$10,000 study to be conducted by Wikstrom because it was felt that the effort would be inconclusive and a more in-depth study identifying trends and establishing base lines for the entire City would be a more worthwhile approach. Mr. Hier expressed that both groups have met his expectations and pointed out that there's give and take on both side and challenges in working with a large and diverse group like the HMBA. He stated that he is in full agreement with staff's position and all members agreed. Candace Erickson stated that Council is not setting a date certain to solve outstanding issues, but has no doubt that both parties will reach agreement.