

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

Closed Session

12:30 p.m. Property, personnel, and litigation – lunch will be served

Work Session

3:00 p.m. Council questions/comments

3:45 p.m. SR248 tunnel P. 5 - 10

4:15 p.m. Historic Preservation Board interview

4:30 p.m. Recreation Advisory Board interviews

5:45 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Swearing in Police Officers Mikel Archibeque and Rick Penrod

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

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

P. 11 - 21

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 P. 22 - 50

(a) Public hearing

(b) Action

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 P. 51 - 57

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 P. 58 - 80

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 P. 81 - 98

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

- (a) Public hearing
- (b) Motion to continue to August 6, 2009

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)

- (a) Public hearing P. 99 - 100
- (b) Motion to continue to August 6, 2009

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII 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.

Posted: 07/27/09

See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

August 2009

- 6 Certificate of appreciation
Main Street ribbon-cutting (3:30 p.m.)
RAB interviews (4:15 – 5:45 p.m.)
Appointments to BOA
Resolution authorizing the issuance and sale of up to \$5,500,000 aggregate principal amount of water revenue refunding bonds of the City; fixing certain maximum terms for the Bonds; and providing for related matters
Contract with _____ in the amount of \$_____ for construction, engineering, management and inspection for the Lower Silver Creek raw waterline, in a form approved by the City Attorney
Award of Certified Municipal Clerk (CMC) designation to Sharon Bauman by the UMCA Board on behalf of IIMC
MFL – Tour of Utah – August 22
7620 Royal Street E, Royal Plaza – Amd to RoS [PL-09-00659] KW
Construction contract pump station
- 13 **Dana and Tom gone – no meeting**
- 20 Appointments to HPB and RAB
Emergency management update
Environmental strategic plan update
Municipal Carbon Footprint Plan
Election Judges – Appointment
- 21 *Management Team meeting – UOP – 8 a.m. – 1 p.m.*
- 27 **No meeting**
- 29 ***Move back to Marsac***

September 2009

- 3 1897 Prospector Ave. Gigaplat – KW
Florida State University Pep Rally City Park – September 18
- 10 **No meeting – City Tour**
- 15 *Primary election*
- 17 **Liza gone**
- 24 Comstock Drive sidewalk project - work

October 2009

- 1 **Liza 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:

Contract for fiber replacement for Marsac Building
Business license policy – late summer
Performance measures - August
For hire vehicles licensing
Ordinance amending Municipal Code Titles 1 and 2
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: Jonathan Weidenhamer
Subject: Walkability Update – SR 248/Comstock Tunnel
Date: July 30, 2009
Type of Item: Information and Direction

Summary Recommendation:

Provide staff with direction on use of excess funds from the SR 248 Underpass walkability budget.

Background

During the 2009 Budget, the City Council approved a walkability implementation plan. That plan includes a series of projects funded by the \$15 million walkability bond. An underpass under SR 248 was one of the highest priority projects of the plan and recommendations from the WALC Committee. The tunnel will be the centerpiece of ongoing efforts to improve traffic circulation and safety in the school district corridor.

Schematic plans are completed for the SR 248 underpass at Comstock Drive (attached). The plans include a tunnel running north south at the east side of the Comstock/ SR 248 intersection, ADA ramps, stair towers and a 12' wide tunnel. The project recommendations include a "social engineering" component to encourage people to use the tunnel and reduce mid-block crossings. These have not been developed yet.

Because the terminal ends of the tunnel, ramps and stairs are outside of the SR 248 right of way and on School property, staff presented the concept plan to the School Board on June 9, 2009 to seek their consent. The preliminary feedback from the School District was supportive and we anticipate them granting the necessary easements when school is back in session in the fall.

Analysis

Location

The WALC committee's recommendation was to locate the tunnel at the intersection of Comstock and SR 248. WALC agreed if a feasibility study or other technical information supported the tunnel in another location, relocating it to get the "biggest bang for the buck" would be appropriate. Based on the walkability goals and input from staff, the Comstock location was based on:

- o User Numbers - Pedestrian counts and general observations of the entire corridor of walking and biking activity suggest this is the highest used crossing (except at the Seminary during school hours).

- o UDOT - A grade-separated crossing at this location is a high priority for UDOT.
- o Safety - This is the primary crossing for younger children (Elementary and Middle school).
- o Neighborhood & Regional Connectivity – a tunnel in this location would facilitate connection of the Park Meadows neighborhood to the rail trail to downtown and the rest of the “spine trail system”.
- o Comstock is a neighborhood collector road, and other related pedestrian and biking infrastructure is being planned around using Comstock as a collector.
- o The at-grade crossing at the seminary meets the safety and efficiency user-needs of older children.
- o Other adjacent projects and planning exercises (SR 248 Corridor Plan, Bonanza reconstruction) did not find a more appropriate location. The project engineers on each project have consistently supported preliminary recommendations for the Comstock location.

Second Leg at school campus

During initial planning meetings UDOT encouraged staff to consider a second, east – west leg of the tunnel due to the vehicle turning movements into the school campus and pedestrian crossings to and from the elementary school. Preliminary staff support for this second leg is low due to the fairly low pedestrian counts and introduction of utility complexities (Exhibit B). Providing an at-grade crossing internal to the school campus should be able to accommodate these needs adequately. Additionally, Staff has identified alternative locations as ‘in greater need’ of additional facilities (see alternatives).

Alternatives

The preliminary cost estimates for the one-legged tunnel are approximately \$1Million, well below the \$3M placeholder initially identified by the WALC Committee. Staff has not reached a consensus on a single project recommendation for the remaining funds in this placeholder. **Staff seeks direction on the use of the remaining budget and suggest that the following alternatives should be considered:**

1. Put the remaining funds into the walkability “contingency”. This is consistent with WALC’s recommendations, and would be intended to cover other cost over runs. Council could also reconvene the WALC committee and ask for their input.
2. Direct staff not to spend the money.
3. Identify additional project alternatives in the Kearns Boulevard/ School campus corridor to further raise level of service. It is likely a second tunnel can be constructed within the \$3M budget – an appropriate location may be at the Seminary (Exhibit C). There are technical concerns that would need to be worked through with UDOT, the LDS Church, and the School District. This option is supported by the Economic Development Manager and Sustainability Project Manager (Matt Twombly).

4. Put the money in the “Dans to Jans” corridor project in addition to the place holder for the long range improvements. This is recommended by the Trails Coordinator (Heinrich Deters).
5. Upgrade the Level of Service for the SR 224 crossing at Albertsons. This is related to the “Dans to Jans” project. This is recommended by the Planning Director, and by the City Engineer (although the remaining funds may not be enough to complete the entire project).
6. Identify specific alternatives along the corridor for an underpass that are outside the school corridor. For example connecting across SR-248 in the area of the Yarrow to the Market or the Yard to Cemetery.
7. Put funds in contingency and ask staff or the WALC Committee to explore use of the funds in the Lower Park Avenue or Iron Horse/NOMA areas. This is the City Manager’s recommendation.
8. Second leg at school campus.

Significant Impacts

New/additional underpass projects will have significant cost. The \$3 million budget placeholder was included in the initial \$7.7 million walkability bond issuance. In the next 3-5 years we will have to either identify another real project (not a place holder) or swap out another project from either the longer range walkability implementation plan or identify a new project in the Lower Park Ave RDA or NOMA area. Otherwise an arbitrage situation may be created, where interest generated from the bonded money would have to be repaid.

Staff believes project options identified above will likely contribute significantly to raising walkability levels of service in the major automobile corridors. Although there is not a consensus on which project to build, staff is unanimous in supporting moving forward with additional project(s).

Summary Recommendation

Provide staff with direction on use of excess funds from the SR 248 Underpass walkability budget.

Exhibits

- A – One leg tunnel at Comstock
- B – Two legged tunnel at Comstock
- C – Tunnel at seminary.

Exhibit A

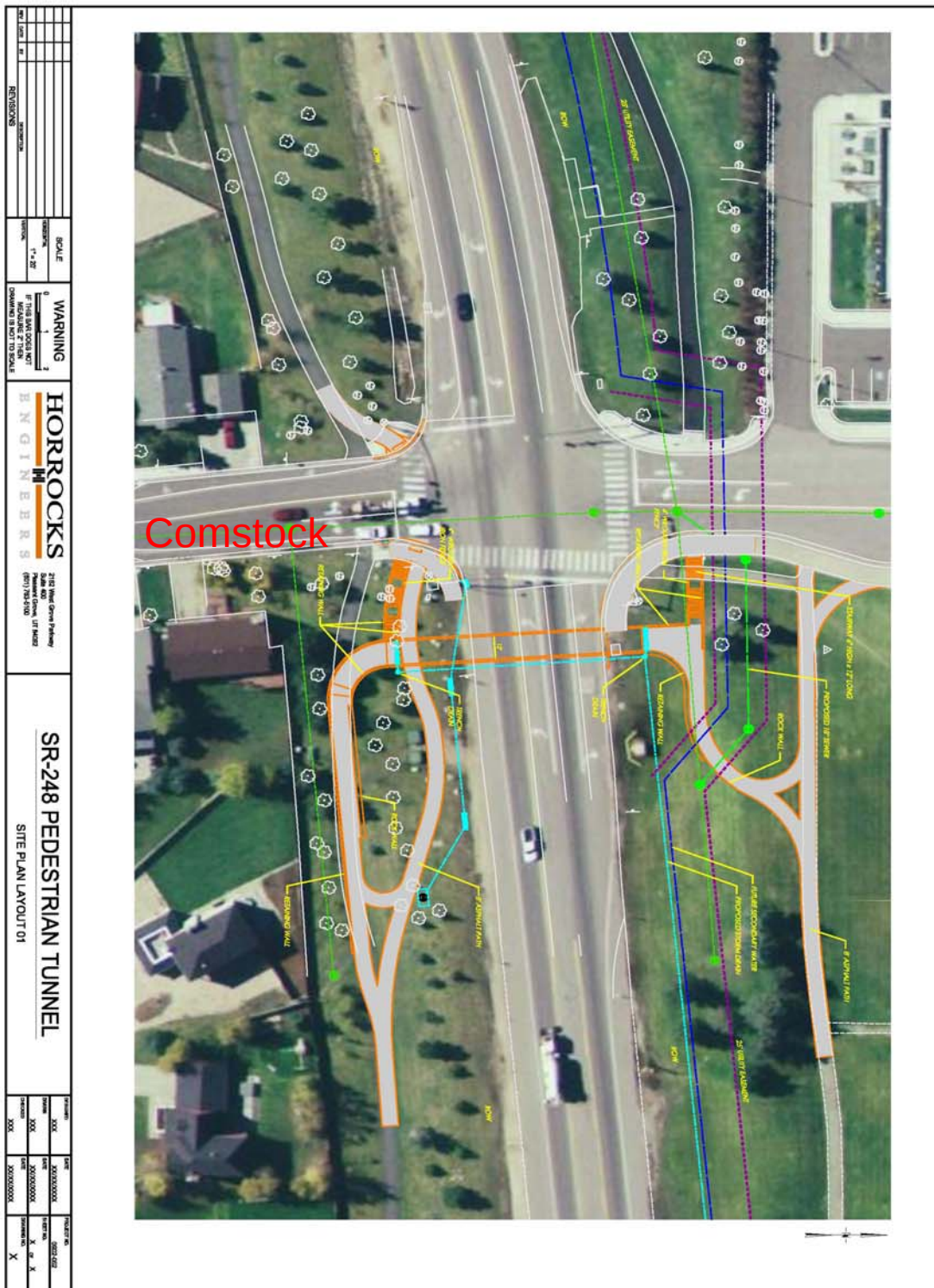
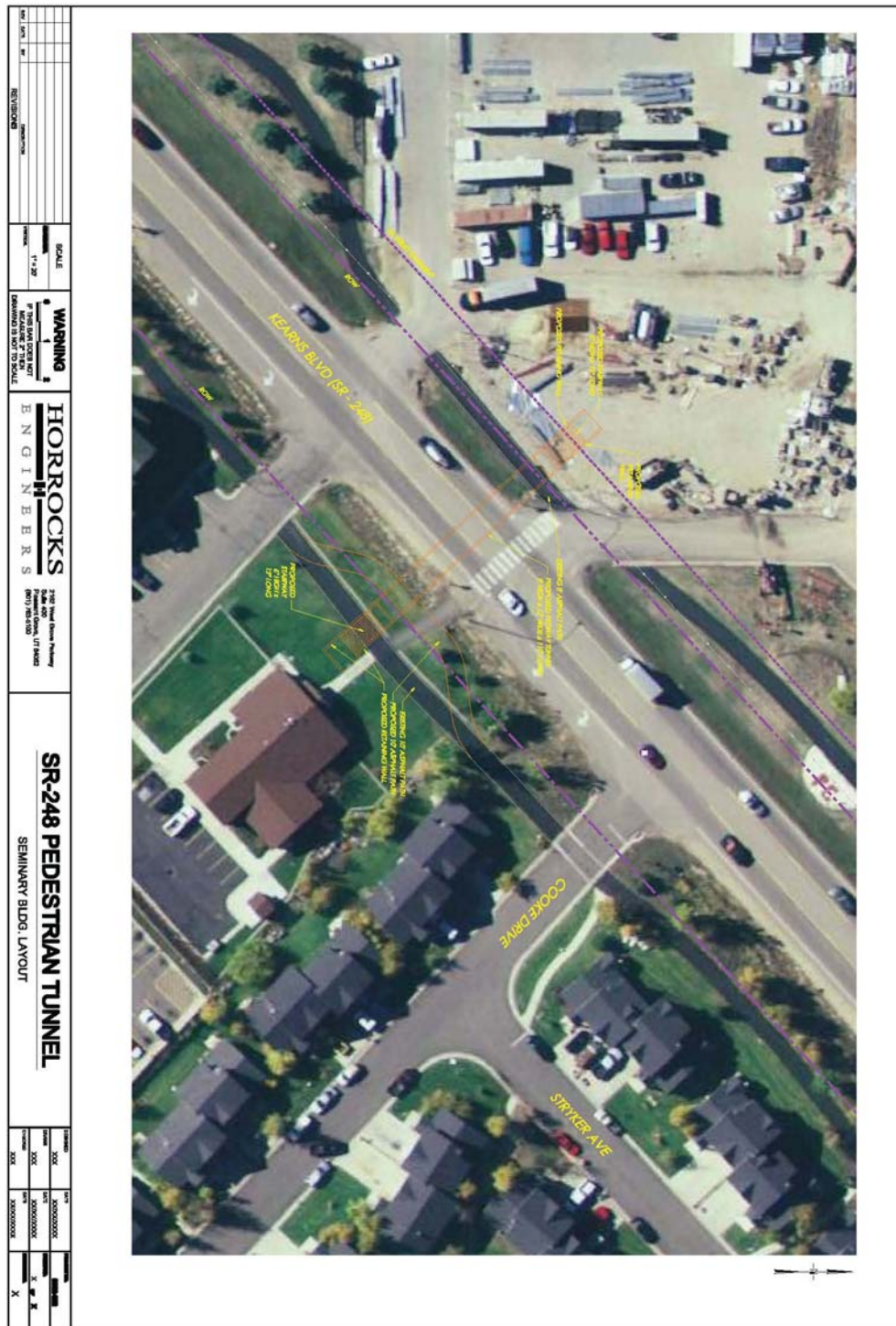


EXHIBIT C



**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 9, 2009**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jed Briggs, Budget Analyst; Crystal Ward, Sustainability Project Coordinator; Diane Foster, Environmental and Sustainability Manager; and Phyllis Robinson, Public Affairs Manager

Pat Drewry-Sanger, Kathy Meyer, Marianne Neumeister, Judy Hanley, Arts-Kids; Joanna Schull and Charles Buki, czb LLC

Absent: Council member Jim Hier

1. **Council questions/comments.** Roger Harlan commented on Public Art Board business, specifically the bus shelter project. Selecting public art in the remodeled Marsac Building is an upcoming project. He also met with the Police Department during the week. Candace Erickson reported on the Recreation Advisory Board where the Main Street Park and location for a labyrinth project were discussed. The Racquet Club building will be going out to bid and she discussed the success of a newly organized hiking program. Liza Simpson reported on specials the Lodging Association will be marketing and a local youth program to encourage wearing helmets administered by the Police Department. She referred to a comment made by a mayoral candidate about high crime areas in the City and specifically two muggings that allegedly happened on the path behind the Marriott Summit Watch. Ms. Simpson stated that if they happened, they were not reported to the police. She thanked everyone for a fabulous 4th of July celebration.

Mayor Williams relayed that he and the City Manager met with members of the Film Commission about film studios. He reported on hosting a dinner for the Courchevel delegation during the week and speaking to student government bodies from Bonneville. He discussed the Buy Local Program and speaking to seniors.

2. **Arts-Kids extraordinary funding request.** Jed Briggs explained that this is a continuation of a discussion which occurred on June 18. *Extraordinary* requests were previously called *emergency* requests. There was quite a bit of discussion about the wording of the policy, and Mr. Briggs read his recommended language, “*If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council*”. Mr. Briggs stated that special service contracts were approved on May 28 and there was some unallocated funding in the amount of \$18,000. Arts-Kids has applied for funding under the extraordinary request policy. Since that time, the Norwegian Outdoor Exploration Center has also applied for funding; this organization has never applied previously. It is

staff's recommendation to follow the policy and wait six months from the budget approval date to see if other extraordinary requests are submitted so all applications can be considered at one time.

Candace Erickson believed that almost everyone is in an extraordinary position now. She expressed concern about considering the Norwegian School because it didn't apply during the normal cycle. Ms. Erickson felt that Arts-Kids is operating on a *shoe-string* budget which makes her uncomfortable because the City would be basically funding the program. She viewed the unallocated monies as a rainy day fund for a core service and cited Recycle Utah's situation as an example. She supported staff's recommendation which provides an open process to everyone and creates a level playing field for all of the non-profits. Roger Harlan pointed out that if the unallocated amount is awarded to Arts-Kids, there is no reserve for other potential requests during the fiscal year and this is the second grant to Arts-Kids.

Mayor Williams explained that the special service contract fund was established at up to 1% of the budget, not a guaranteed 1% every year. He apologized to Director Pat Drewry-Sanger for a Council member specifically contacting her and encouraging her to apply for the unallocated amount which is not fair to the other worthy organizations. He agrees with other members that it probably is not appropriate to grant additional funds to Arts-Kids. Liza Simpson emphasized that both programs are incredibly worthy but there should be an opportunity for other organizations to submit requests and stated that she supports staff's recommendation.

Joe Kernan explained that he mentioned special service contract funding during his radio interview noting that Council made a tentative decision which would be finalized with the adoption of the budget. He stated that he would like to hear from Arts-Kids about its request and the impact of funding.

Ms. Drewry-Sanger stated that she understands Council's perspective perfectly. She didn't know how much was left in the special service fund when she requested \$20,000. Without a subsidy, the fall program will not be able to operate and there is no money for salaries. It is difficult to compete with 120 non-profits in town.

Kathy Meyer, resident and facilitator, stated that she has been involved with Arts-Kids for five years. This is a valuable program that serves kids who would not be served if this program goes away. She has had a core group of kids for five years and this is a program serving a unique population.

Marianne Neumeister, Arts-Kids board member since 2001 and facilitator read a letter into the record. She spoke about the program serving over 2,800 students in Park City and Summit County at no cost. The program focuses on increasing motivation, building trust and creating a sense of community and she referred to a survey distributed to Council members. This is not an art class but a program that uses the arts to reach children in a way that no other activity can and as a facilitator, she has witnessed extraordinary changes in children. She explained that in these hard economic times,

Arts-Kids needs the City's help to get through the first part of 2010 then additional grants will be available. Ms. Neumeister spoke about specific achievements and stated that she personally witnessed extraordinary changes in children and was only one of many facilitators throughout the years. In this economic downturn, the program is in danger of collapse due to fewer private donations and grants but they are working on their financial base. She commended Pat Sanger's personal dedication and asked that the City Council work with them toward a creative solution so that the Arts-Kids' vision will not be lost.

Judy Hanley, board member, thanked Council for considering the request and emphasized that Arts-Kids is a very valuable program in Park City.

Joe Kernan expressed that funding would help Arts-Kids operate until the fall when other grants can be applied for. The Mayor pointed out that the City funds the Boys & Girls Club, the McPolin Elementary program, and Big Brothers and Sisters and any one of these organizations could approach the City with additional requests. Ms. Erickson stated that providing equal opportunity to other youth organizations is important to her but she is willing to look at this again in a couple of months. Roger Harlan agreed. Liza Simpson suggested scheduling a review in a couple of months rather than in December. This would still provide other youth organizations an opportunity to apply and better meet Arts-Kids' timing. Ms. Sanger clarified that the program begins the end of September. The Mayor encouraged her to keep the City informed. Candace Erickson indicated that she needs more time to consider Ms. Simpson's recommendation.

Kathy Meyer reiterated that there is no other program that serves this particular youth group.

Tom Bakaly understood that consensus is not a denial of the request and if members follow the policy in place, the request will return in six months unless otherwise directed.

Judy Hanley interjected that consideration before six months would be helpful.

Mr. Bakaly posed whether the application should go to the subcommittee; there was no direction. Ms. Erickson pointed out that the City only has \$18,000 remaining and Arts-Kids requested \$20,000. She asked how much is needed for the program this fall. Ms. Sanger believed that \$10,000 would be adequate.

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.

4. Community Visioning Report findings. Phyllis Robinson referred to her staff report detailing the history of the project and relayed that the purpose of this discussion is to present the summary findings and recommendations based on the community outreach process. Council input is solicited before finalizing the document and staff is seeking direction on moving forward with the community outreach program to present the findings of the Visioning Program and to develop the framework to address needs, concerns and issues raised during the process. She stated that staff will be returning to Council with the final report and a work plan.

Consultant Charles Buki thanked the Mayor and the Council for their support during the inquiry and specifically recognized staff members and their substantial work on the project. He referred to the upcoming 100 slide presentation and spoke about working in over 300 communities where very few have the financial resources or the capacity to tackle hard issues and set examples like Park City. He named Seattle, Santé Fe, and New York City as cities fitting in this category because of their successful innovative programs. This kind of progress is never accidental but done with intent but intent without vision often backfires and vision without commitment is the fastest way to reinforce the status quo.

Consultant Joanna Schull thanked the public for its participation. She referred to a chronological chart describing Park City's character over time and currently, the community is at a reflection point. She stated that 450 interviews were conducted and 350 comment cards collected. Questions included why did you move here, what keeps you here, and what would make you leave. Ms. Schull noted that traffic, congestion and growth were cited as deterrents and there was concern about the gap between people who have a lot and people who don't have enough. Some people have had to leave and commute because of the cost of living. People don't want big development bringing in outsiders and outside values and she spoke about protecting what is important even when it is difficult. Sense of community is prevalent and she read comments from the question what you would like Park City to be in 20 years. In summary, Ms. Schull reported that people love living here, want to be able to afford it, and don't want it to get screwed up. She explained the photograph exercise and discussed related comments. She spoke about the concerns of risk to the environment with overdevelopment and the expressed desire for more open space.

Ms. Schull stated that what makes Park City a great town is that it is a small town, in a beautiful natural setting, with a great sense of community which also makes it highly desirable but many communities have these three qualities. What makes Park City unique is world class skiing, arts and culture, and property ownership opportunities.

Charles Buki pointed out that the three core attributes are non-negotiable with the citizenry. The other three are very important but all six components need to be balanced. Discussion ensued on the impact and the future of the ski industry in Park City and how preserving open space drives the price and affordability of property. Ms. Schull suggested using economic, environmental, and quality of life filters to evaluate projects. She noted that there was a lot of discussion about equity and the ability for generations to live here and being able to live and work in the community. Mr. Buki advised that decisions on projects be based on a portfolio approach.

Candace Erickson discussed the attraction of living in certain towns, resulting in rising real estate prices. Not everyone will be able to live here because of the cost of living and because space is limited. Joanna Schull explained the value of having citizens understand the trade-offs in making decisions. Joe Kernan asked for clarification on the equity lever. Ms. Schull felt it means affordability, fairness or acceptability and Mr. Buki added that equity represents values. He stated that many hours went into wording and the team felt this was the best way to describe comments which were broader than diversity and equity seemed more fitting.

Liza Simpson thanked the consultants for their work and specifically commented that the equity filter could apply to many discussions on a variety of issues. Roger Harlan described communities as having values that are sustained throughout the years even with a changing population. Mr. Buki reiterated that the three core values of sense of community, small town, and natural setting must be protected at all costs.

Phyllis Robinson discussed bringing the information to the community and returning to Council with a work plan and a final report. These findings tie into the rewrite of the General Plan reflecting the core values of the community and should be applied when analyzing projects and formulating recommendations. She relayed that the timing for community meetings will be determined soon.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 9, 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 9, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Joe Kernan, and Liza Simpson. Jim Hier was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jed Briggs, Budget Analyst; Todd Touchard, Project Manager; Tom Eddington, Planning Manager; and Matt Cassel, City Engineer.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that Talisker is among his recycling customers. Mayor Williams stated that he misspoke during work session about Mr. Kernan's communication with Arts-Kids who heard about remaining grant funds on the radio, not through a phone call.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 18, 2009

Roger Harlan, "I move approval of the work session notes and minutes of the meeting of June 18th". Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

V 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 that we approve Consent Agenda Items 1, 2 and 3". Roger Harlan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent

Joe Kernan
Liza Simpson

Aye
Aye

1. Consideration of waiver of building-related fees in the amount of \$3,735 for the Fairway Hills Pump Station – See staff report.
2. Consideration of waiver of building-related fees in the amount of \$61,369 for the Snow Creek Cottages Housing Project, located at 2060 Park Avenue, Park City, Utah – See staff report.
3. Consideration of a contract with Alliance Engineering in the amount of \$39,115 for construction, engineering, management and inspection for the Fairway Hills finished waterline, in a form approved by the City Attorney – See staff report.

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

1. Consideration of an Ordinance establishing compensation for the Mayor, City Council and Statutory Officers for Fiscal Year 2009-2010, Park City, Utah – Jed Briggs explained that state law mandates that compensation for the Mayor, Council members and other statutory officers be set by ordinance and the adopted budget includes a 2% increase across the board for all pay grades. The Mayor opened the public hearing; there was no input and the hearing was closed. The City Manager explained that the amount reflected in the ordinance is 4% above actual compensation because members declined to take the 2% last year. Members were not comfortable accepting the full 4% and agreed to a 2% increase. Liza Simpson, “I move we approve the Ordinance (as modified) establishing compensation for the Mayor, City Council and statutory officers for Fiscal Year 2009-2010”. Joe Kernan seconded. Motion carried.

Candace Erickson
Roger Harlan
Jim Hier
Joe Kernan
Liza Simpson

Aye
Aye
Absent
Aye
Aye

2. Consideration of a construction agreement with Granite Construction in the amount of \$1,276,572 for the construction of the Bonanza Drive Reconstruction Phase 1, in a form approved by the City Attorney – Todd Touchard described the location of the transmission line. He stated that bids were favorable and Granite was the low responsive bidder. Thomas Eddington referred to mixed positions on installing medians on Bonanza Drive and relayed that planning staff is recommending not installing them until a thorough analysis can be conducted for the area. Matt Cassel pointed out that the only medians remaining are located from Deer Valley Drive to upper Iron Horse and from Kearns Boulevard to Prospector Avenue. There are no restricted left turns from Deer Valley Drive to upper Iron Horse. Mr. Cassel explained that it is not a big deal pulling out the medians but the lanes may have to be realigned.

Ms. Erickson asked if planning has a problem with the medians from Deer Valley Drive to Iron Horse and Mr. Eddington explained that the planning staff is trying to look at this comprehensively and spoke about traffic modeling and scenarios where medians would hinder a future plan. Also, redevelopment plans for the NOMA District are uncertain at this time. Compromising the road by making adjustments or adding improvements in another phase was discussed.

Matt Cassel recommended installing the two remaining medians in the plan. Candace Erickson and Roger Harlan favored keeping the medians in place while Liza Simpson and Joe Kernan supported removing all of the medians. The City Manager explained that the contract will be modified appropriately. Liza Simpson, "I move we authorize the City Manager to execute a construction agreement for the reconstruction of Bonanza Drive, sans the medians, Phase 1 with Granite Construction in a form approved by the City Attorney in an amount not to exceed \$1,275,572". Joe Kernan seconded. Motion carried.

Candace Erickson	Nay
Roger Harlan	Nay
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye
Dana Williams	Aye

3. Consideration of an Ordinance amending Title 2, Administration, and Title 11, Building and Building Regulations, of the Municipal Code of Park City, Utah – Mark Harrington pointed out conflicting language regarding fee waivers and is recommending that the City Manager be authorized to waive fees up to \$5,000. Amendments to Title 11 reflect 2008 amendments to state code and increased the Mayor's ability to vote in two instances, including on matter's affecting the Mayor's authority and employment of the City Manager. The remainder of the changes are more technical and a clarification was made regarding new positions being reviewed by Council as previously requested. The Mayor opened the public hearing; there was no input from the audience and the hearing was closed.

Roger Harlan, "I move approval of an Ordinance amending Title 2, Administration and Title 11, Building and Building Regulations of the Park City Municipal Code". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

4. Consideration of an Ordinance amending Title 15 Land Management Code, Chapters 1, 2, 5, 11 and 15 related to the adoption of updated Design Guidelines for Park City's Historic Districts and Historic Sites – Consultant Dina Blaes recommended that the City Council adopt the Land Management Code amendments and the Historic District Guidelines by way of a resolution which will be applied to historic properties and sites throughout Park City. She assured Council members that clarifications and previously discussed modifications have been made. It is recommended that the LMC amendments be adopted first. The Mayor opened the public hearing and hearing no comments from the audience, closed the hearing. Liza Simpson, “I move we approve the LMC amendments related to the adoption of updated Design Guides for Historic Districts and Sites”. Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

5. Consideration of a Resolution adopting Historic District Design Guidelines for Park City, Utah – See comments under Item 4. The Mayor opened the public hearing.

Ken Martz, representing the Historic Preservation Board, stated that members support the Design Guidelines developed over the past three years. There has been good participation by the public, professionals and the Planning Commission.

Joe Kernan, “I move we approve the Resolution adopting the Historic District Design Guidelines for Park City, Utah”. Candace Erickson seconded. Motion carried. Dina Blaes stated that it has been a wonderful experience working on this project with staff, the HPB, Planning Commission, City Council, and the public. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

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) – Mark Harrington explained that the bulk of the discussion will be during the upcoming Housing Authority meeting. Since there is no update to share on the annexation project, he asked that a motion be made to continue this item to July 30, 2009. The

Mayor opened the public hearing; there was no comment from the public. He requested a motion to continue to July 30, 2009. Candace Erickson, "I so move". Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

IX 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 5:30 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; Thomas Eddington, Planning Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss personnel, property and litigation". Liza Simpson seconded. Motion carried. The meeting opened at approximately 6 p.m. Roger Harlan, "I move to open the meeting". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

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

Janet M. Scott, City Recorder

**CITY COUNCIL
STAFF REPORT**



Subject: Resolution to authorize the Park City Municipal Corporation 2009 Water Conservation Plan
Author: Tamara Lindsay
Department: Water
Date: July 30, 2009
Type of Item: Legislative

Summary Recommendations:

Staff recommends that Council approve a resolution authorizing the adoption of the Park City Municipal Corporation 2009 Water Conservation Plan for submittal to the Utah Division of Water Resources.

Topic/Description:

Official Resolution authorizing the adoption of the Park City Municipal Corporation 2009 Water Conservation Plan for submittal to the Utah Division of Water Resources.

Background:

A water conservation plan is an essential tool in a water system strategic plan. As required by the Utah Water Conservation Plan Act (73-10-32, UCA), all water providers serving more than 500 connections are required to submit an updated water conservation plan every five years. The attached conservation plan meets the requirements for content and format as issued by the Utah Division of Water Resources. Park City last submitted an update to the water conservation plan in January, 2004. The update to this submission is due by December 2009. Park City must submit the plan early in order to qualify for a loan through Revenue Bonds. The City applied for these funds through Revenue Bonds to fund the design and construction of several water projects. Division of Water Resources committed funds to an interest buy down to 4% that equates to a maximum of \$1.13M to be used towards these projects and requires an updated Water Conservation Plan to be in place before closing.

Analysis:

The Park City water department continues to employ many of the conservation measures discussed in the 2004 plan such as public education programs, system audits, the third-day volunteer watering program (since 2001), enforcement of the City watering ordinance, participation in the Park City Board of Realtors Water Conservation Task Force and KPCW public service announcements and live radio interviews related to water conservation.

Several new measures have been implemented and are discussed in the 2009 plan. The new measures include customer water audits, implementation of a fixed base automatic water meter reading system, increased code violation fees, retrofitting City-owned plumbing fixtures and enactment of a new water waste prevention ordinance.

Future measures being considered include implementation of a water budgeting rate structure, rebate programs for “Smart” irrigation technology, and large landscape conservation programs for schools and businesses. The Water Conservation Plan will be revised and updated as required to meet changing conditions and needs.

Department Review:

Water; Public Works; Legal; City Manager

Alternatives:

A. Approve:

Approve a resolution authorizing the adoption of the Park City Municipal Corporation 2009 Water Conservation Plan for submittal to the Utah Division of Water Resources.

B. Deny:

Without the approval, Park City Municipal Corporation would be non-compliant to the Utah Water Conservation Plan Act (73-10-32, UCA) which requires that Water Conservation Plans be updated every 5 years. Lack of approval would also jeopardize funding from Revenue bonds mentioned earlier.

C. Modify:

Modification would delay the resolution, resulting in possible denial of Revenue bond loan funds.

D. Continue the Item:

Same effect as C.

E. Do Nothing:

Same effect as B.

Significant Impacts:

A resolution approving the conservation plan is a State of Utah requirement. The conservation plan must be submitted prior to the closing date of the loan from Revenue Bond funds.

Consequences of not taking the recommended action:

Without the authorization, staff would not be able to submit the conservation plan, therefore jeopardizing the closing of the loan from Revenue Bond funds.

Recommendation:

Staff recommends that Council approve a resolution authorizing the adoption of the Park City Municipal Corporation 2009 Water Conservation Plan for submittal to the Utah Division of Water Resources.

Attachments:

A. Park City Municipal Corporation 2009 Water Conservation Plan



Water Conservation Plan Park City, Utah July 30, 2009



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I. PARK CITY'S WATER SYSTEM - OVERVIEW

Park City, Utah is located in the southwestern corner of Summit County. It is a resort community with a 2009 year-round population of 7,800 and a seasonal population of up to approximately 20,000. Providing water to meet the needs of its citizens has always been a top priority of city leaders and planners. As a result, a well-maintained and operated water system provides the citizens and visitors of Park City with high quality water when and where needed.

Park City has one of the most complex water systems in the state with distribution of water over an elevation range of 2,600 feet controlled by 42 separate pressure zones. Park City's water staff manages and maintains the various components of the system. The department is self-sufficient in that repairs and maintenance are completed in full by department staff including landscaping & irrigation repair, and repair of road subgrade.

A. SYSTEM COMPONENTS

- 1 Water Treatment Plant
- 7 sources (1 additional future): 3 wells, 1 spring, 2 tunnels, 1 wholesale connection, and a future wholesale connection
- 19 storage reservoirs with capacity of 14,650,000 gallons
- 120 miles of pipeline
- 1036 fire hydrants
- 2200 mainline isolation valves
- 191 control valves
- 29 pump stations
- 54 pumps of varying size and capacity
- 54 pressure-reducing stations
- 11 Stream Flow Monitoring Stations
- 5,068 Connections
 - o 4,141 Residential
 - o 354 Commercial
 - o 170 Irrigation
 - o 319 Multi-Family
 - o 76 Municipal
 - o 8 Construction



B. KEY PROJECT ACTIVITIES

- ♦ Construction of 2 million gallon Boothill #2 Tank complete
- ♦ Construction of Boothill to Woodside Pump Station complete.

- ♦ Ongoing improvements to the physical condition of Judge Tunnel.
- ♦ Quinn's Water Treatment Plant in design process.
- ♦ Park Meadows Well Water Treatment Facility completed and running.
- ♦ Fairway Hills Pump station complete.
- ♦ Fairway Hills Finished Waterline construction to be complete in 2009.
- ♦ Park City Water Importation project design in process, construction to begin in 2009.
- ♦ Fixed Base Automatic Water Meter Reading System to be installed 2009/2010.
- ♦ Judge pipeline to Quinn's Water Treatment Facility, design to be begin in 2009.
- ♦ Holiday Ranch Loop Road Pipeline to be designed in 2009.
- ♦ Boothill Transmission Line to be constructed in 2009/2010.

C. OPERATIONS

Operator Responsibility

Park City's Water Department consists of 10 full time water workers, an inspector, an engineer, a water systems analyst, a billing analyst, a conservation coordinator, operations manager and a water manager. The analyst also helps with operations time permitting. The average responsibility for each of Park City's 10 full time water workers includes repairing and maintaining the following system components:

- 2 storage reservoirs
- 7 pumps
- 24 control valves
- 130 fire hydrants
- 275 mainline isolation valves
- 634 metered connections
- 15 miles of pipeline
- 123 Work orders
- 68 water quality samples

(Note: The above figures do not take into account leak and break repairs, miscellaneous customer service requests, new installation inspections and trouble shooting, 24/7 on-call service, and a myriad of additional requests and assignments.)



Annual Maintenance and Repair

- Pump motor inspection & repair
- Pressure reducing valves inspection & repair (monthly)
- Reservoir inspection & cleaning
- System isolation valves inspection & repair
- Pump control valves inspection, repair
- Fire hydrant inspection & repair
- Exercise all mainline valves
- Mainline flushing
- Meter testing and repair
- Check stream flow monitoring Stations

Construction Inspection Responsibilities

The responsibilities of the Construction Inspector include:

- Inspection of Capital Construction Projects
- Coordination w/ Contractors
- Review submittals & pay requests
- Coordination with Developer projects

D. PERFORMANCE (2008 Actuals)

Emergency Mainline breaks

- Initial response – 0 to 1/2 hour
- Begin excavation – 1 - 2 hours
- Water outage – average of 3 hours.

Safety

- 1 work related accidents
- 1 lost days due to accidents

Water Quality

- 550 quality tests
- 100% Compliant with State Division of Drinking Water requirements.

Conservation

- Annual consumption per connection reduced by 3% from 2005.
- Summer consumption (June through September) per connection reduced by 7% from the same period in 2005.

System Preventative Maintenance

- 100% of PRV/regulator checks completed in the first week of the month.

Training/Certification

- 90% of operators certified in distribution and treatment.

Meter Reads

- Additional procurement of MXU's to take place this summer.
- 10 average man days to complete *initial* meter reads each month.

Meter Maintenance

- 98% of faulty meters repaired/replaced within two weeks of identification.

E. INVENTORY OF WATER RESOURCES

The citizens of Park City are currently provided water by a combination of ground water and imported water sources. Park City ground water sources include Judge Tunnel, Thiriot Springs, Spiro Tunnel, and three deep wells: Park Meadows Well, Divide Well, and Treasure Mountain Middle School Well. Park City also has contracts with Jordanelle Special Services District (JSSD) and Weber Basin Water Conservancy District to import water.

Table 1.1 summarizes the existing water sources annual yield based on “average year” and “dry year” conditions:

TABLE 1.1
SUMMARY OF EXISTING WATER SOURCES ANNUAL YIELD

	Annual Yield Average Year (acre-ft)	Annual Yield Dry Year (acre-ft)
Judge Tunnel	1,648	1,049
Wells	1,983	2,705
Thiriot Springs	1,509	76
Spiro Tunnel	2,312	1,768
Lease of SLC Spiro Water Rights	954	571
JSSD Connection	1,000	1,000
Lost Canyon	2,500	2,500
Total	11,906	9,669

One challenge associated with tunnel water sources is that their yield will vary from year to year depending on weather conditions. The average year supply is the estimated mean annual supply based on historical data. The dry year supply is the lowest reliable supply from a source based on a combination of statistical data and Park city staff recommendations. In future planning, Park City will prepare for the dry year scenario.

F. WATER RIGHTS

Park City's ground water rights are included as part of two consolidated water rights. These water rights cover use of both ground and surface water under a single right. Table 1.2 shows a simplified summary of Park City ground water rights (based on Park City's 2008 Water Plan).

TABLE 1.2

	Average (acre-ft)	Year	Dry (acre-ft)	Year
Consolidated Water Rights (35-4244, 35-1660)	7,438		7,438	
Additional Deep Well Ground Water Rights (35-9324, 35-10525)	769		769	
Total Right With Deep Well Component	8,207		8,207	
Projected 2050 Tunnel and Spring Source Yield Under Consolidated Rights ¹	2,924		1,049	
Total Remaining Water Rights For Deep Well Use	5,283		7,158	

¹ Includes all of Judge Tunnel use and Thiriot Springs use in excess of 273 acre-ft (portion of Thiriot covered in rights 35-10628, 35-10629, and 10630).

With expected tunnel and spring water use removed from the consolidated rights, it is expected that remaining paper right for deep well use will be 5,283 acre-ft in average years and 7,158 acre-ft in dry years. With a project maximum production of approximately 2,800 acre-ft, this indicates that Park City's existing paper water rights are adequate to cover the projected ground water production by the three existing park City wells. To meet future demands, Park City is pursuing additional production capacity to use the remaining available paper water rights it currently has.

G. WATER DEMAND

In 2008 Park City residents, businesses, and visitors consumed 1.62 billion gallons of water, or 214 gallons of water per capita per day (gpcd). This represents 120 million gallons less water usage than in 2007. The average usage per connection was reduced by 9%. This is compared to the Utah statewide average of 260 gpcd and 184 gpcd nationally.

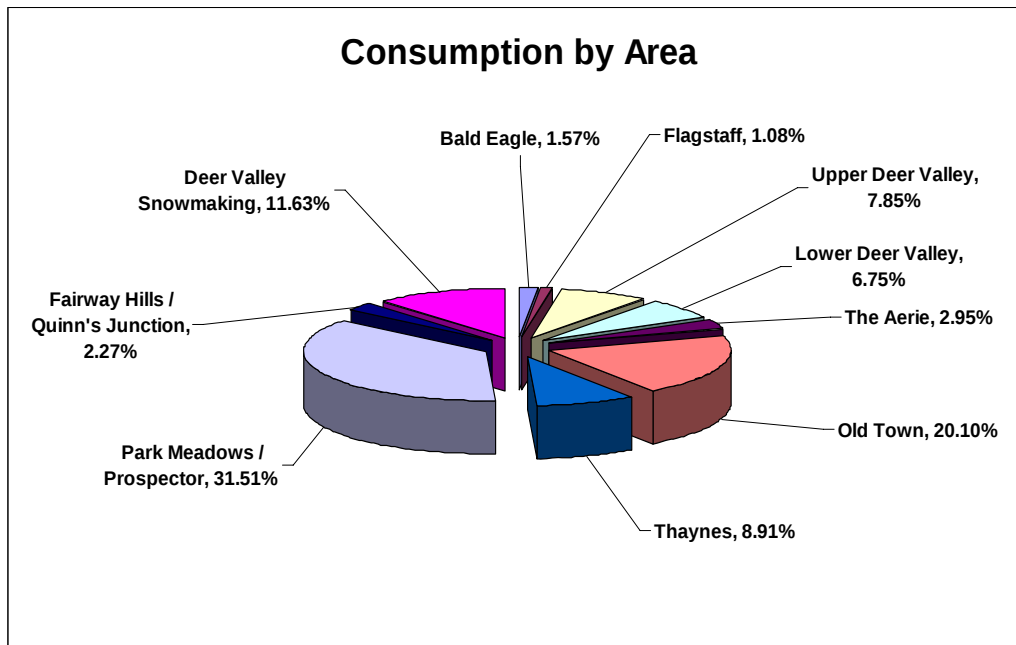
Since Park City is a resort destination community, the average daily population was used to determine water use. The current average daily population of 20,724 takes into account full and part time residents, visitors and transient workers.

The gpcd was calculated as follows:

$1.62 \text{ billion gallons} \div 365 \text{ days} \div 20,724 \text{ avg. daily population} = 214 \text{ gpcd}$

The Park City water service area is divided into several zones as shown in Figure 1.2.

FIGURE 1.2



The historical average daily demand since 1991 is shown in Figure 1.3 and the historical peak day demand in Figure 1.4. Figure 1.5 depicts water consumption by source for Park City's seven current water sources.

FIGURE 1.3

Historical Average Daily Demands

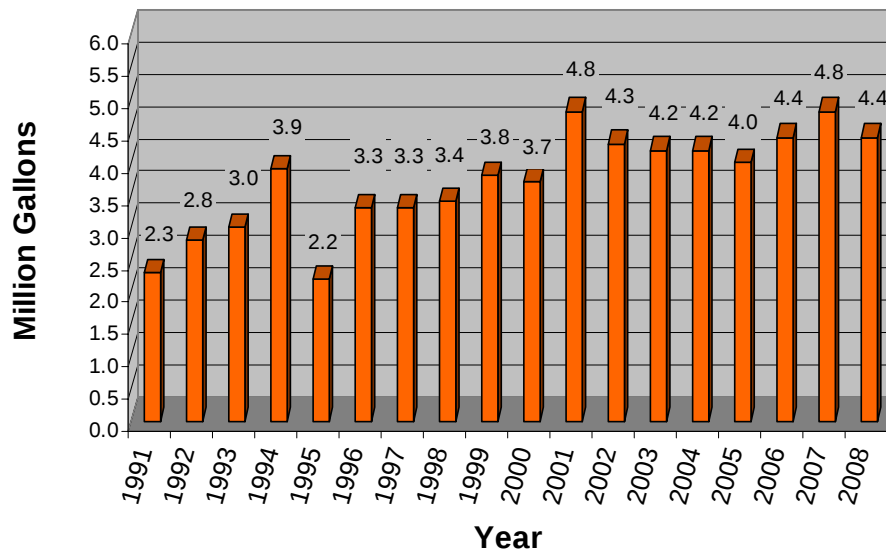


FIGURE 1.4

Historical Peak Day Demand

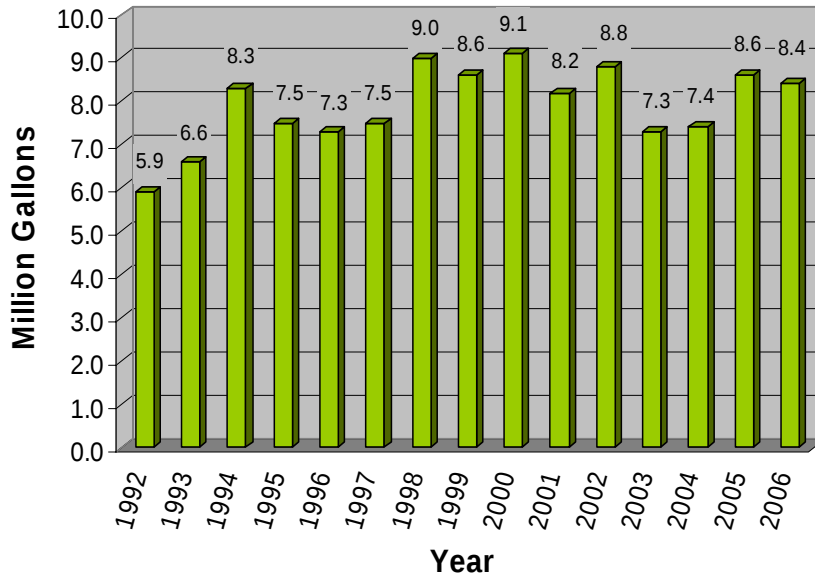


FIGURE 1.5

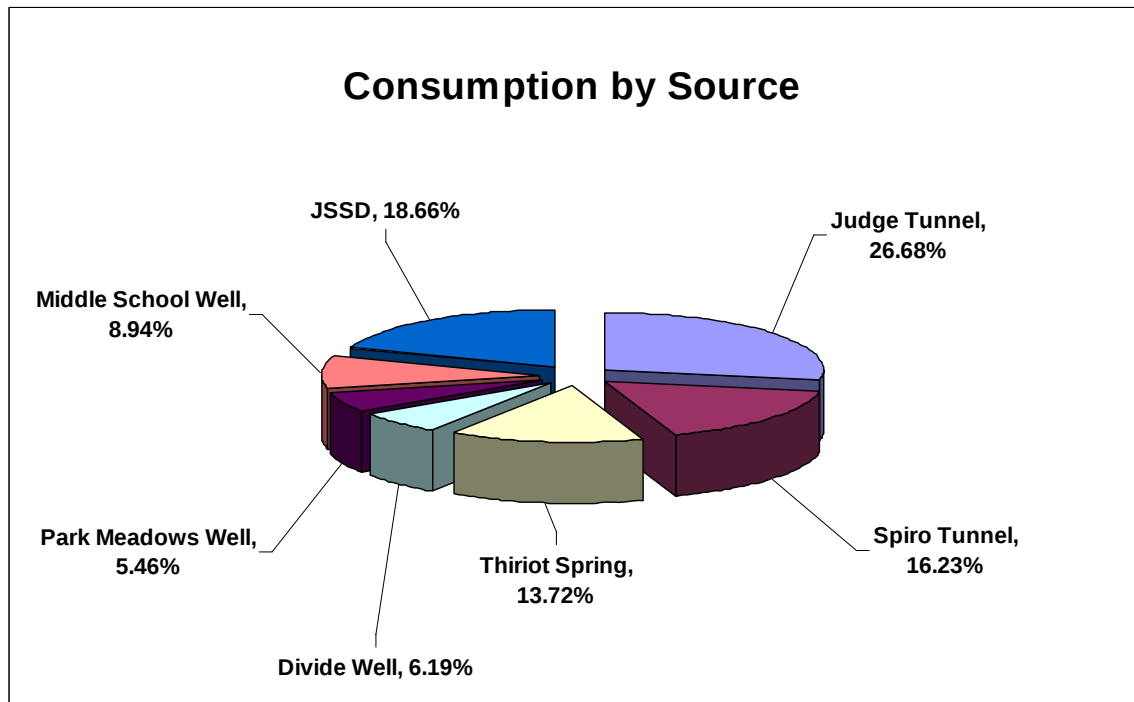


TABLE 1.3
ESTIMATED ANNUAL POTABLE DEMAND

Year	Potable Demand Based on Historic Use (acre-ft)	Potable Demand With Conservation (acre-ft)
2000	4,561	4,561
2010	6,438	6,035
2020	7,419	6,491
2030	8,087	6,739
2040	8,265	6,543
2050	8,442	6,332

Park City has adopted the State's conservation goal of a 25 percent reduction in per connection use by 2050, with half of this amount (12.5 percent) achieved in the first 20 years and the other half between 2020 and 2050. If Park City is successful in achieving this goal, projected potable demands will be reduced to the values shown in the second column of Table 1.3. It should be noted that the table includes all Deer Valley snowmaking demand. This demand has historically been satisfied using potable sources.

In addition to potable demands, Park City also satisfies a number of demands for secondary water. Current secondary water demands include snow making for the Park City Mountain Resort and irrigation water for the Park City and Park Meadows golf courses. With future development in Park City, it is expected that the City will continue to add amenities that will produce additional secondary demand. This could possibly include additional parks, green space, ski terrain, etc. To account for these expected additional facilities, this report assumes that secondary water demand will grow proportionally with potable demands. Table 1.4 displays the total annual demand projections through 2050 including potable and secondary water use.

TABLE 1.4

Year	Based on Historic Use (acre-ft)	With Conservation (acre-ft)
2000	5,468	5,468
2010	7,718	7,235
2020	8,894	7,782
2030	9,695	8,079
2040	9,908	7,844
2050	10,121	7,590

H. GROWTH PROJECTIONS

Growth projections are based on the most recent version of growth projections developed by the Snyderville Basin Water Reclamation District (SBWRD). These projections, shown in Table 1.5, were developed by examining each individual parcel and determining its potential for development. These projections include consideration of developable area, zoning, the nature of surrounding development, and other factors.

Potential growth has been converted to residential equivalent connections and represents residential, commercial, and industrial growth. Each residential equivalent (RE) represents a peak day demand of 1,600 gpd, consistent with Park City's definition of an RE for impact fee purposes. Since much of Park City's population is affected by seasonal, tourist, and daytime worker populations, it was deemed more appropriate to develop demand projections based on connections rather than permanent population.

TABLE 1.5
PARK CITY PROJECTED RESIDENTIAL EQUIVALENTS (RE's)

Year	Primary Demand	Secondary Demand	Overall
2000	4,290	779	5,069
2010	6,315	1,099	7,414
2020	7,559	1,316	8,875
2030	8,250	1,437	9,687
2040	8,371	1,458	9,829
2050	8,493	1,479	9,972

II. WATER PROBLEMS, CONSERVATION MEASURES AND GOALS

Problems

1. Citizens lack understanding of landscaping water requirements and efficient water-use habits and practices. Very few residents know how much water is required to maintain healthy landscaped areas and how to consistently use water efficiency indoors.
2. Meters are providing inaccurate data due to age and obsolescence. Many meters have been in service for more than 10 years and need to be either repaired or replaced.
3. Many property owners in Park City have landscapes with large areas of grass and other water intensive landscaping. As shown in Figure 1.4, these irrigation needs usually create a water use peak in July. This peak challenges the existing water delivery system and City water operations staff.
4. Water conservation rates have been in place since the late '90's. Park City adopted a more aggressive conservation rate structure in fiscal year 2003; however it has been found that for a large percentage of Park City property owners, conservation pricing is not an effective incentive.

Goals

1. State goal of 25% water use reduction by 2050.
2. Ensure water fund has sufficient financial resources to cover cost of ongoing operations and maintenance, required improvements, capital renewal programs and economic contingencies.
3. Mitigate summer and winter peak day water use.
4. Inventory water consumption from entire PC community.
5. Implement community water consumption reduction program in conjunction with partners.

Measures

1. Install a fixed base automatic water meter reading system.

2. Increase water violation fees.
3. Implement a customer water audit program.
4. Public education.
5. Enact additional conservation ordinances.
6. Implement a meter testing, repair and replacement program.

III. CURRENT CONSERVATION PRACTICES

Water conservation can be defined as practices, techniques and technologies that improve the efficiency of water use. Water use efficiency is a necessary component of a successful overall water supply plan and is achieved when demand is decreased to optimize available or planned future water supplies. Water conservation is often equated with temporary restrictions on customer use and although water restrictions can be a useful emergency tool for drought management or service disruptions, effective water conservation programs emphasize lasting day-to-day improvements in water use efficiency.



The Park City Water department has worked closely with the Parks and Golf Maintenance departments for the past several years to implement many diverse conservation measures in the community including:

- Efficient irrigation systems in all City owned parks, golf course and plantings.
- Universal metering.
- Water-wise plantings throughout City owned properties.
- Xeriscape demonstration garden.
- Every other day watering requirement.
- Voluntary third-day watering.
- Weekly Park Record water consumption chart.
- Park City Water website: water conservation tips and xeriscape planning.

- Water bill inserts and direct mailings regarding water conservation issues.
- Enforcement of City water ordinance (since mid-1980's) including part-time citation personnel.
- Recycle Utah children's education programs/Water Festival.
- KPCW public service announcements.
- Promotional water conservation give-aways.
- Water conservation placards in restaurants and hotels.
- Weather-Trak study, using weather controlled irrigation devices.
- Conservation Rate Structure
- Ordinance for water use during periods of drought. See Appendix A.
- FTR position for a Water Resource Analyst to perform the duties of a water conservation manager established July 1, 2008.

These continuing efforts resulted in overall demand reduction from 2000 to 2003, but the number of connections has increased steadily from 2000 to 2007. This fact, along with the combined pressure of several years of drought, inefficient irrigation and water waste from leaks has prompted Park City to be proactive in seeking new ways to reduce water demand and encourage efficiency in water use. The 2007 water year presented especially difficult challenges in meeting demand in the peak month of July when demand reached 90% of source capacity, in spite of the conservation measures in place and declaration of Stage I Drought conditions. It is important to note that the increased demand is due to outdoor watering and is not a health and safety concern.

Conservation is a message that must be continually reinforced to result in behavioral change. Conservation education must be a persistent, ongoing effort in order to see changes in entrenched water use habits. A common public perception is that water conservation means restricting or curtailing customer use as a temporary response to drought. Though water use restrictions are a useful short-term drought management tool, we would like to emphasize lasting long-term improvements in water use efficiency while maintaining quality of life standards. Water conservation is doing more with less, not doing without. It is our goal to successfully send this message to the community.

One focus of the City's conservation plan is to address peak summer usage levels and, in particular, what can be done to reduce this use over the short-term until new sources are online. Currently, the City experiences strong demand peaks during the summer due to demand for irrigation and other elective uses. This peak seasonal demand is driven by high community standards for the appearance of properties both in the residential and commercial sectors.

The Conservation program we envision and that was approved by City Council in May of 2008, focuses on enhanced education and public outreach, enacting new conservation ordinances and implementing water audits for users during peak seasonal demand periods.

- **Public Education Program**
 - o Continue participation in the annual Recycle Utah Water Festival with a booth demonstrating the volume of water lost through leaks.

- o Film Screening of water conservation documentary during AWWA Water Week followed by panel discussion. Continuing participation in Intermountain AWWA education outreach.
- o Screening of Water Conservation Cartoons prior to the weekly Film Series feature coupled with conservation giveaways; publishing in the Park Record and Flipside publications. These cartoons will focus on indoor conservation during the winter months and outdoor conservation during the peak summer months.
- o Monthly conservation message on water bill.
- o Outreach programs to 4th and 9th grades in Park City School Districts.
- o Providing conservation kits to new customers.
- o Public Service Announcements and live interviews via radio to encourage customers to voluntarily cut-back water use during peak months.
- o Direct mailing to notify customers of irrigation guidelines and ordinance/violation fee changes if any.

- **Enact Conservation Ordinances**

Many cities across the US are enacting new water conservation ordinances to curb water demand and raise awareness in water efficiency. The City adopted the following enhancement to the existing Watering Ordinance:

- o *Water Waste*: prohibit wasteful outdoor watering that falls directly onto impervious surfaces and causes unnecessary run-off

- **Customer Outdoor Water Audits**

Similar to a home energy audit, an outdoor water audit is performed by certified professionals who visit the home, evaluate the efficiency of the existing irrigation system and make recommendations for improvements. The Utah State University Extension office has been successfully conducting water audits for the past few years and has agreed to expand the service to the Park City area as a pilot program. In addition, staff plans to work with local certified landscapers to offer this service.

- o Offer outdoor water audits for customers who receive citations to ensure long term compliance. Funded by citation fees for the most part.
- o Offer water audits for a reduced fee to high users or any interested customer.
- o Track participating accounts over 5 year period to determine effectiveness.

- **Enforcement**

The City currently employs one part-time seasonal citation officer in addition to full time regular water operations personnel to watch for violations in the water code. They primarily cite customers who violate the every other day watering ordinance and the hourly watering restrictions of 7:00pm to 10:00am. This method has not been successful due to the large number of customers to watch and the inability to catch customers who water at night on their off-days. The current penalties in place have also not been an effective deterrent in stopping water violations.

Approximately 22% of the citations issued in 2007 were repeat offenses. Staff proposed the following adjustments to the enforcement policy and fee schedule.

- o Fines for abusers were increased as of July 1, 2008 according to Table 3.1.

TABLE 3.1

	Previous fines	Current Fines
Warning*	\$ 0.00	\$ 0.00
First Violation	\$ 50.00	\$150.00
Second Violation	\$100.00	\$200.00
Third Violation	\$200.00	\$400.00
Fourth Violation	\$400.00	\$500.00
Fifth & subsequent Violation in same Cal. Year	\$500.00	\$750.00

* No warnings issued in Stage I to IV Drought conditions.

- o Require water audits for customers receiving citations to encourage customers to retrofit inefficient irrigation systems. Fund audits with citation fees until budget is exhausted.
- o Identify high users that had citations last year. Direct enforcement staff to target them first.
- o Implement Fixed Base Technology to identify abusers quickly.

- **Incorporation of Johnson Controls conservation measures**

The measures suggested by Johnson Controls include retrofitting the following City owned plumbing fixtures:

- o Replace existing 3.5 gallon per flush toilets with water efficient 1.28 gallon per flush toilets
- o Replace existing 2.5 GPM bathroom faucet aerators with water efficient 0.5 gallon per minute VP aerator
- o Replace existing 1.5 gallon per flush urinal flush valves with water efficient 1/8 gallon per flush urinal
- o Replace existing 3.5 gallon per flush water flush valves with water efficient 1.28 gallon per flush water closet Piston flush valves

This measure is projected to conserve 1.8 million gallons per year.

- **Fixed Base Automatic Water Meter Reading system installation.**

The first step in accurately tracking water consumption is finding the means to bring in accurate and timely water use data. Since the City implemented city-wide metering in the early 1990's, we have relied on monthly meter reads during the summer months and as winter approached, reads were discontinued until April. In 1995, the water department began a retrofit program to install MXU radio read devices which allowed meters to be read monthly throughout the winter months. So far, approximately 2800 meters (approx. 50%) have been retrofitted with the MXU radio read devices. While this measure has improved data collection, it does not

provide the means to detect leaks in a timely manner. The current process requires 2 weeks to obtain all meter reads using a combined drive-by and touch read system; 1 week to process high read report and issue work orders; 2 weeks or more to perform work orders, contact customers and record data. Customer service leaks can go undetected for up to 2 months resulting in high water bills for the customer and millions of gallons in water loss. During the critical peak period in 2007, when the Stage 1 drought was in effect, staff found it increasingly difficult to ensure that demand was met. The addition of a Fixed Base Automated Meter Reading Technology (AMR) can pinpoint high usage and leaks on a daily basis and increase the ability for staff to enforce and therefore regulate demand.

AMR consists of a system of radio transmitters installed on each meter connection. The City currently supports approximately 5200 meter connections. The AMR system can record hourly meter readings, transmitting up to 4 times per day via a licensed frequency to various collectors placed throughout the city. The information is temporarily stored at the collector and forwarded to a web server. From there it can be downloaded for analysis and billing.

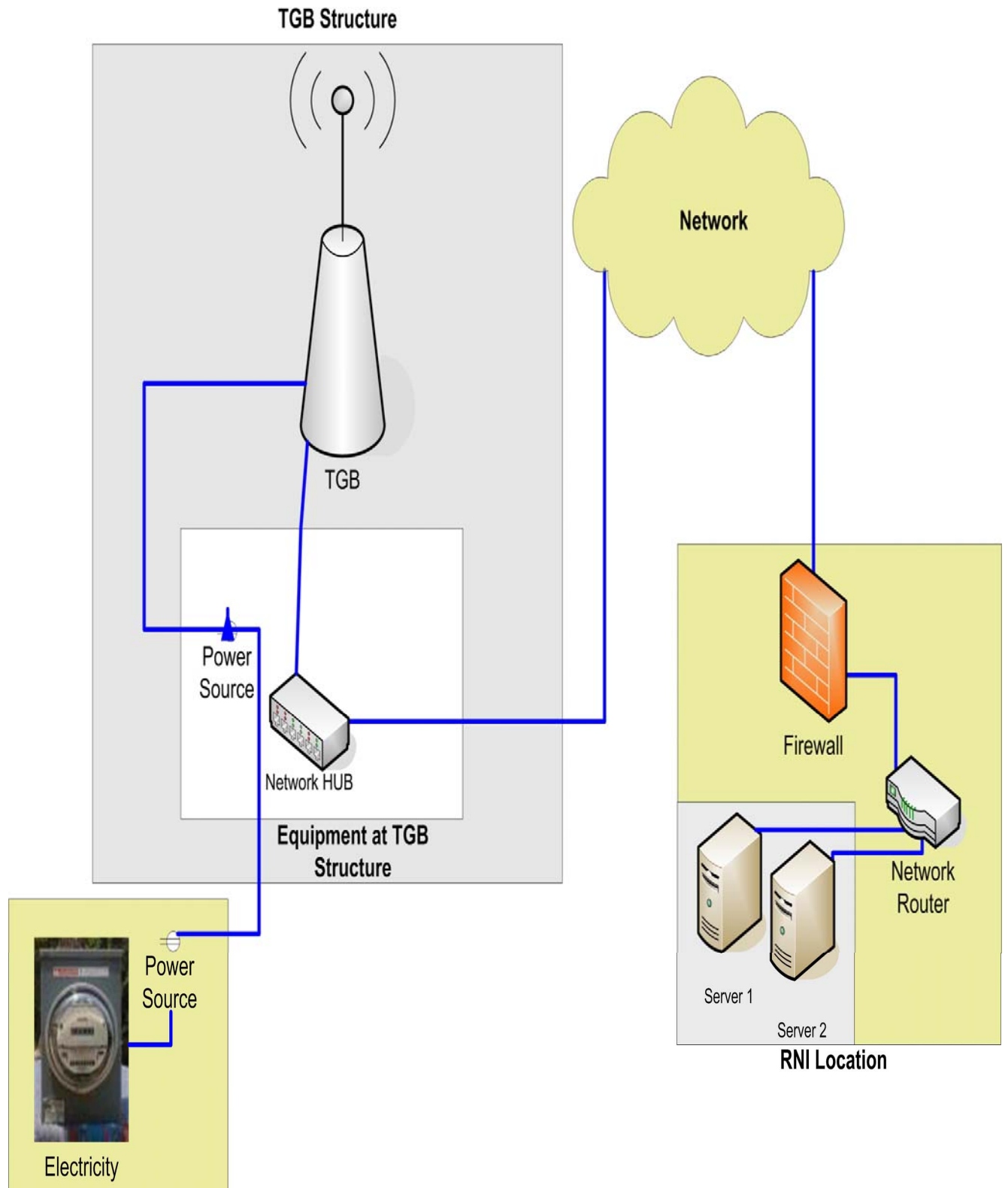
Park City has selected the vendor and will begin installation of this new system in fiscal year 2010. Some of the benefits of this technology include:

A. Instant Information

- Ensure revenue protection through better leak/tamper identification and resolution.
- Zero users and stuck meters can be identified daily.
- Main line leak detection technology. Fewer man-hours needed to locate leak; reduced water loss.
- Water abusers can be identified daily.
 - o *Allows monitoring of compliance with water ordinance by recording time of day.*
 - o *Eliminates need for water code enforcement officers..*
 - o *Allows for optimal use of water budgeting methodology.*

B. Enhanced Customer Service

- Citizens will be able to view consumption patterns through a web interface to better manage their own water use.
- Ability to identify leaks more quickly, informing customers of leak before the monthly bill arrives. Results in increased water conservation and customer savings.
- Customers can optionally purchase home water-monitors for instant water-use information.
- Capability to customize notifications to customers via phone or email when usage exceeds a pre-set level.



IV. CURRENT PRICING STRUCTURE

Table 4.1 illustrates the pricing structure effective July 1, 2009. Water customers are billed on a monthly basis. Park City implements a tiered rate structure from the June 1 to the October 1 billing period to encourage residents to conserve water.

TABLE 4.1

Type	Block 1	Block 2	Block 3	Block 4
	\$2.91 per 1,000 0 - 5,000 gals	\$4.67 per 1,000 5,001-30,000 gals	\$7.58 per 1,000 30,001-80,000 gals	\$11.68 per 1,000 over 80,000gals
Single Family	5= \$14.55	25= \$116.75	50=\$379.00	Over 80,000
Multi-Family				
3/4"	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1"	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5"	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2"	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3"	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4"	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6"	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000
Irrigation				
3/4"		0-56,000	Over 56,000	
1"		0-90,000	Over 90,000	
1.5"		0-185,000	Over 185,000	
2"		0-300,000	Over 300,000	
3"		0-600,000	Over 600,000	
4"		0-935,000	Over 935,000	
6"		0-1,865,000	Over 1,865,000	
Commercial Year round -		\$4.09 per 1,000 gals	\$6.33 per 1,000 gals	
3/4"		0-150,000	Over 150,000	
1"		0-300,000	Over 300,000	
1.5"		0-500,000	Over 500,000	
2"		0-750,000	Over 750,000	
3"		0-1,200,000	Over 1,200,000	
4"		0-1,700,000	Over 1,700,000	
6"		0-1,700,000	Over 1,700,000	
All users except construction & Commercial between November & May	\$4.09 per 1,000 Gals			
Construction Water	\$135.77 Monthly Base Rate	\$5.38 per 1,000 gals		

V. ADDITIONAL CONSERVATION MEASURES – PRESENT AND FUTURE

1 – System Water Audits

Park City conducts system wide water audits on a yearly basis. These audits analyze the data collected from both the billing and SCADA systems to find discrepancies, address inefficiencies, and do general troubleshooting. The process involves the following:

- Billing data is polled by pressure zone, meter size and type, and billing period.
- System wide consumption is based on daily tank levels and source production, then broken down by pressure zone based on flow meters at pumping and pressure reducing stations.
- Billing periods (approximately 30 days during the summer, five months during the winter) are used to compare the two data sets by zone.
- Known leaks, meter malfunctions and other problems are taken into account also.

Water auditing can help pinpoint sections of the system where the biggest unaccounted for losses occur. Meter inaccuracies may also be found through this process.

2 - Water Budgeting Rate Structure

Another option to consider in regulating water use is a more progressive, scientific approach known as “water budgeting.” The Fixed Base Automatic Meter Reading Technology would be optimal in implementing this approach. The following gives a general description of how it works:

- Cities determine their available water supply to determine how much is available for landscaping.
- A water budget (amount of water customers can use) is allocated equitably based on the following types of criteria:
 - o Number of people in household and lot size.
 - o Average water use per zone.
 - o Average water use per meter size.
 - o Average water use per meter size and category (i.e. Single Family/Multi-Family/Commercial).
- Water departments use automatic meter reading technology to monitor and enforce water usage, instead of subjective techniques such as water citation personnel.
- Customers are charged rates based on a pre-defined usage structure.
- Customers who are ‘careful users’ can bank their water or receive a discount; those who exceed their budgets pay penalties.
- During periods of drought, water budgets are reduced.

The benefits of water budgeting are numerous – all customers are treated equally, the program rewards water conservation and most importantly, it’s flexible, allowing

customers to use their allotted water as they desire. It also emphasizes the importance of conserving water both in and outside the home to meet the water budget goal.

Park City plans to spend the next three years creating a water budgeting plan. The data received from the new Fixed Base Automatic Water Meter Reading System will facilitate future decision making in regards to water budgeting.

3 – Meter Testing, Repair and Replacement Program

In preparation for the installation of a fixed base automatic water meter reading system, staff has been conducting an inventory of all water meters to determine repairs and/or replacements needed. Many of the meters in the City's inventory are older than ten years and are due to be tested and if necessary, repaired or replaced. This project involves the testing, repair and/or replacement of the internal components of these meters to ensure that water usage is recorded accurately. The work will also include installation of Sensus ICE registers; these registers allow meters to be read in one gallon increments, a necessary component of a fixed base meter reading system. The work will be done in stages, testing and repairing the older, larger meters first, that are more likely to be less efficient. The work will bring the meters to new AWWA water meter standards, and it is anticipated that this work will result in increased revenues.

This work will commence on May 29, 2009 and continue through May 31, 2011. This project will initiate an ongoing meter testing and repair schedule to ensure that the City's meters are recording usage accurately.

4 – “Smart” Irrigation Technology

Park City has installed “smart” irrigation technology in parks and golf courses; and encourages customers to do the same. It would be beneficial to implement a rebate program for our water customers.

5 – Large Landscape Conservation Programs

Promote a specialized large landscape water conservation program for all schools and businesses. This program may include site specific water audits, and education on the benefits of computerized efficient irrigation systems.

VI. IMPLEMENTATION AND UPDATING THE WATER CONSERVATION PLAN

To ensure the goals outlined above are achieved, appropriate tasks must be determined, responsibility fixed with the logical person or department, and a time line set for completion of each task. The Water Manager recommended a full time staff position be created to supervise and lead the water conservation program. The City Council authorized this position in the FY 2009 budget process. The official title of this position is Water Resource Analyst IV.

This Water Conservation Plan (WCP) was adopted by the City Council on _____, 2009. The City Council is comprised of:

Dana Williams, Mayor
Jim Hier, Council Member
Liza Simpson, Council Member
Candice Erickson, Council Member
Roger Harlan, Council Member
Joe Kernan, Council Member

The WCP will be revised and updated as required to meet changing conditions and needs. This plan will be submitted to the Utah Division of Water Resources in August of 2009, as required by the Utah Water Conservation Plan Act (73-10-32, UCA). The Resolution for the WCP is attached in Appendix C.

Appendix A
WATER USE DURING PERIODS OF DROUGHT.

(A) **OBJECTIVE.** The objective of this section is to establish authority, policy and procedure by which the Park City Water Service District and Park City Municipal Corporation will assure during periods of water shortages that the peak daily demand for water does not exceed ninety percent (90%) of available water source capacity.

(B) **STAGE ONE DROUGHT.** Stage One of a drought shall exist when the Water Manager, or his or her designee, determines that water demand has exceeded eighty-five percent (85%) of available water source capacity. During Stage One of a drought, the Water Manager shall immediately implement the measures set forth in the Stage I goals outlined in the City's "Water Conservation and Drought Management Plan."

(C) **STAGE TWO DROUGHT.** Stage Two of a drought shall exist when the Water Manager, or his or her designee, determines that water demand continues to exceed ninety percent (90%) of available water source capacity in spite of the implementation of Stage One measures. During Stage Two of a drought, the Park City Mayor, or his or her designee, shall by executive order impose the following regulations:

(1) Lawn and landscape irrigation shall be limited to two (2) times per week. Houses with odd address numbers shall be allowed to use water for outdoor irrigation on Monday and Thursday. Houses with even address numbers shall be allowed to use water for outdoor irrigation on Tuesday and Friday. All other use of water for outdoor irrigation shall be prohibited;

(2) Sidewalk and driveway washing shall be prohibited;

(3) Car washing, unless done at a commercial car wash that recycles water, shall be prohibited; and

(4) The installation of additional lawn or landscaping, whether by seed or sod, shall be prohibited.

(D) **STAGE THREE DROUGHT.** Stage Three of a drought shall exist when the Water Manager, or his or her designee, determines that water demand continues to exceed ninety percent (90%) of available water source capacity in spite of the implementation of Stage Two measures. During Stage Three of a drought, the Park City Mayor, or his or her designee, shall by executive order impose the following regulations:

(1) All acts prohibited during Stage Two of a drought shall be prohibited during Stage Three of a drought;

(2) All use of water for outdoor irrigation shall be prohibited except as needed for the health and safety of residents and visitors as per the Parks Water Reduction Plan;

(3) Use of water in ornamental fountains, ponds, or other aesthetic water features shall be prohibited;

(4) New or additional connections to the Park City Water Service District's water distribution system shall be prohibited;

(5) The use of water for filling or refilling all private and public swimming pools shall be prohibited; and

(6) The irrigation of the Park City Municipal Golf Course shall be per the Golf Water Reduction Plan.

(E) **NOTICE**. The Water Manager in the case of a State One drought and the Mayor in the case of a Stage Two or Stage Three drought, shall provide notice of his or her declaration of drought stage as follows:

(1) Notice shall be published in a newspaper of general circulation in the Park City community at least once each week during the period of drought;

(2) Public service announcements shall be made on a radio station broadcasting in the Park City community at least once each day during the period of drought; and

(3) Written notice shall be posted on all government buildings.

(F) **ENFORCEMENT**. Upon a first violation of this ordinance, in addition to any fine imposed pursuant to Section 28 of this Title, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to be responsible for the violation or its correction shall be provided with notice. Said notice shall describe the violation and order that it be corrected within such specified time as the Water Manager determines is reasonable under the circumstances.

If the violation is not corrected within the prescribed time, the Water Manager may order the disconnection of water service to the violating property subject to the following procedures:

(1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City governing body or a City official designated as a hearing officer by the governing body;

(2) If such a hearing is requested by the customer charged with the violation, he or she shall be given a full opportunity to be heard before termination is ordered; and

(3) The governing body or hearing officer shall make findings of fact and order whether service should continue or be terminated.

(G) **RECONNECTION**. A fee established by resolution shall be paid for the reconnection of any water service terminated pursuant to subsection (A). In the event of subsequent violations, the reconnection fee shall be double the fee established by resolution for the second reconnection and triple the fee established by resolution for any additional reconnections.

(Amended by Ord. Nos. 03-28; 07-39; 08-27)

APPENDIX B. WATER CONSERVATION ORDINANCE

13- 1-21. WATER CONSERVATION.

(A) **WATERING SCHEDULE.** In order to conserve water, a limited resource in Utah, outside watering of lawns and landscaped areas using City water will be restricted to every other day from May 1 to September 30. Outside watering at even-numbered street addresses shall be limited to even-numbered days of the month and outside watering at odd-numbered addresses shall be limited to odd-numbered days of the month. Hours of outside watering shall be restricted to between 7:00 p.m. and 10:00 a.m. Exceptions to these outside watering restrictions may be permitted, in writing, by the Water Manager or his/her designee for new landscaping and seeding.

(B) **WATER WASTE PROHIBITED.**

(1) **Definitions.** The following terms, when used in this section, shall have the meanings ascribed herein:

(a) **Impervious surface.** Any artificially created surface which cannot be penetrated by water or which causes water to run off the surface, including streets, driveways, sidewalks, and rooftops.

(b) **Person.** Any individual, partnership, firm, corporation, limited liability company, or other legal entity whose name water is provided and billed by the town.

(c) **Repeated or flagrant wasting of water.** Those situations where persons who have received informal notice that they are wasting water while watering continue to water in the same manner. It does not mean those persons who waste water while watering on solitary or isolated occasions.

(d) **City water.** All water that passes through the City's water distribution system.

(e) **Waste water while watering.** Either of the following:

(i) Watering impervious surfaces - Watering so that water falls directly onto impervious surfaces to the extent that running water leaves the property and enters gutters, storm drains, ditches and other conveyances; or

(ii) Excess watering - Watering to the extent that water is allowed to accumulate on the surface of the ground and leave the property entering gutters, storm drains, ditches and other conveyances.

(f) **Watering or 'to water'.** The act of applying water to the outdoor landscape through means such as moveable sprinklers, installed watering systems and hoses, and similar devices.

(2) Notice of Prohibited Use.

(a) The Water Manager or designee shall identify persons who waste water while watering.

(b) Whenever the Water Manager finds that any person wastes water while watering, he or she may give such person verbal or written notice of that fact with recommendations as to how the wasting of water can be eliminated. Such recommendations might include, but are not limited to, redirection of sprinkler heads, resetting of system timers, addition of devices to prevent water pressure fluctuations, or changes in location of sprinkler systems.

(c) Whenever the Water Manager or designee finds that any person repeatedly or flagrantly wastes water while watering, he or she may serve upon such person a written violation notice. Such notice shall be served by personal delivery or by mail, shall identify the location at which water is being wasted while watering, shall identify the manner in which the water is being wasted while watering, and shall specify a time within which the wasting of water while watering shall cease. The notice shall also warn that more severe measures, such as imposition of civil penalties or restriction or termination of water service, may be assessed or brought against the person unless the wasting of water while watering ceases within the time provided. The time given to cease wasting water while watering may range from a requirement for immediately compliance to 30 days, depending upon the facts and circumstances of each case. For instance, if a remedy involves a portable hose or sprinkler, immediate compliance may be appropriate; if a remedy involves repairing or replacing a sprinkler head, several days may be required; or if the remedy involves more extensive or expensive work, up to 30 days may be necessary.

(d) Any person who continues to waste water while watering after the period of time specified in the notice for ceasing such activity shall be issued a citation by personal delivery or by mail, and shall be subject to the fees established by resolution.

(Amended by Ord. No. 08-27)

Appendix C

RESOLUTION ADOPTING THE PARK CITY MUNICIPAL CORPORATION WATER CONSERVATION PLAN

WHEREAS, Park City Municipal Corporation operates a culinary water system; and

WHEREAS, the City Council understands the pressing need to use water in a more efficient manner to allow for future sustained growth of the community; and

WHEREAS, the Utah Division of Water Resources requires that an updated water conservation plan be submitted every five years for water providers with more than 500 connections; and

WHEREAS, the Water Conservation Plan for Park City, Utah was adopted on January 29, 2004 and the Plan is reviewed no less than every five years because it continues to play a vital role in the future of the community; and

WHEREAS, the City Council held a public hearing on the proposed Water Conservation Plan and finds it appropriate to adopt the proposed Resolution;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. CONSERVATION WATER PLAN ADOPTED. The Park City Council hereby adopts the Park City Municipal Corporation Water Conservation Plan, attached this Resolution as Exhibit A.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 30th day of July 2009.

PARK CITY MUNICIPAL CORPORATION

City Council Staff Report



Author: Kathy Lundborg
Subject: QUINN'S WATER TREATMENT
PLANT DESIGN CONTRACT AMENDMENT 1
Department: Public Works
Date: July 30, 2009
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute 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.

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, City Council authorized the City Manager to execute the Professional Services Agreement with Carollo Engineers to design the Quinn's Water Treatment Plant in an amount of \$795,000.

The raw water from the new pipelines being constructed from Promontory to Quinn's junction will be delivered to the treatment plant. Originally, the water treatment plant building was going to be sized for an ultimate capacity of 6 MGD with only 3 MGD of equipment being installed now. However, with modifications in the water master planning, the ultimate capacity of the plant was upsized to 9 MGD. This will help ensure adequate treatment capacity for the future even if Spiro Tunnel was lost to a major cave-in. The additional raw water would be coming from a future offsite storage reservoir, the third phase of the Park City Water Infrastructure System. As the demand grows over time, additional equipment will be added to the plant to incrementally upgrade to 9 MGD. Initially, the raw water source for the water treatment plant is from Rockport Reservoir, with the potential of Judge Tunnel water and future storage reservoir being added.

Carollo's original Scope of Work was based on the ultimate capacity of 6 MGD with only one pump station in the plant to deliver treated water to the water distribution system. The scope of design work has increased with the size of the plant. The detailed scope changes are discussed in the Analysis section.

For additional reference, the attached Project Matrix shows all of the water projects for this construction season and the corresponding contracts and Professional Services Agreements. With all of the construction contracts and PSA's being brought to Council for Authorization, Staff hoped the matrix could be useful in seeing the big picture of water projects.

Analysis:

The proposed First Amendment captures additional cost for the following scope items that were added to design.

- Testing – After the membrane supplier was chosen (Pall Corp), we had the opportunity to do full-scale testing at the MRWSSD Signal Hill Treatment Plant. The testing provided critical design data;
- Sustainable technologies – evaluation and/or design of geothermal/process water heat pump, green roof, and solar power;
- Plant capacity increase;
- Metal building bid pkg – 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 construction-wise to build a separate building as it doesn't need the elaborate HVAC that will be in the plant;
- Turbines – turbines were added to the frontend of the plant to generate power while reducing pressure as needed for the process equipment;
- 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. System redundancy is greatly improved; 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.

Exhibit A in the attached Amendment shows the detailed costs of the above items. Applicable credits are also shown for the items that will not be completed, such as a separate site work bid package.

Staff feels the negotiated fee in the proposed Amendment is fair for the work that is being performed.

Department Review:

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

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute 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.

B. Deny the Request:

Council could deny Staff's request. The schedule for the water treatment plant is delayed, in part due to the added scope above. After Planning Commission approves the CUP, Work Session on July 22nd and hopefully up for action on August 12th, Staff will update the critical path schedule. Denying the request could further delay the design of the time-critical project.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the design of the time-critical project.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project.

Significant Impacts:

The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. Division of Water Resources committed funds to an interest buy down to 4% that equates to a maximum of \$1.13M to be used towards the Quinn's Water Treatment Plant along with other projects. The remaining balance of the projects will be funded through market loans, water impact fees, and water user fees.

Recommendation:

Staff recommends Council authorize the City Manager to execute 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.

Water Project Matrix 2009

Project	Task	Contractor/ Consultant	Contract/ Agreement Authorized by Council?	Amount
PCWIP				
1. Promontory	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. MRWSSD c. Counterpoint	Y In Progress Y	\$460,610 (plus \$338,260) Hourly rate \$1,147,569
2. Quinn's	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. BCA c. Allied Construction	Y Y N	\$460,610 (plus \$338,260) \$89,792 \$2,183,494.87
3. Lower Silver Creek	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. Not chosen	Y N	\$460,610 (plus \$338,260) \$1,940,000 (estimate)
4. Phase 2, 3, 4	a. Preliminary Design Construction begins 2010	a. Stantec	Y	\$460,610 (plus \$338,260)
Judge Tunnel Waterline	a. Preliminary Design Construction begins 2010	a. Stantec	Y	\$460,610 (plus \$338,260)
Fairway Hills Finished Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Alliance	Y Y	\$78,000 \$39,115 \$573,011 (estimate)
Water Treatment Plant	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Carollo b. Not chosen	Y	\$795,000 (plus \$124,000) \$8,100,000 (estimate)
Boothill Transmission Line Phase 2 and 3	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. BCA b. City Staff (ph2), Stanley (ph3) c. Granite Construction(2009)	Y Y Y	\$72,600 \$29,410 (phase 3) \$500,000 \$766,000 (2010 estimate)
Hillside Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Ward Engineering c. Granite Construction	Y Y	\$22,300 \$101,840
HR Loop Rd Irrigation Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Jack Johnson b. City Staff	NA	 \$337,814 (estimate)

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

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and CAROLLO ENGINEERS, an Arizona corporation having offices located at Salt Lake City, Utah ("Service Provider") to amend the Service Provider Agreement signed and executed by the Parties on October 2, 2008.

WITNESSETH:

WHEREAS, the parties entered into a Professional Services Agreement on October 2, 2008 (hereinafter "Original Agreement"); and

WHEREAS, both parties to the Original Agreement desire to amend the Original Agreement to include additional scope, fees and time to complete additional projects of similar scope to those described in the Scope of Services in the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

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

1. **INCREASE of \$124,000.** Park City shall pay Service Provider for professional services in an amount not to exceed \$919,000, which is an increase to the Original Agreement for additional professional services. The amended Scope of Services is attached hereto as Exhibit A.
2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue in full force and effect and shall not be affected by this First Addendum.
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Paragraph 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by both parties.

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

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

Thomas B. Bakaly, City Manager

Attest:

EXHIBIT A

Park City Municipal Corporation
Quinn Water Treatment Facility
HOUR AND FEE ESTIMATE
Change in Scope

Task Description	PMC	PM	Project Engineer	Asst Proj Engineer	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	ISC Engineer	Architect	Technical Advisor	Inspector	Designer	Word Processing	Total Hours	Other Direct Costs	Total Fee
Preliminary Design																	
Testing/Analytical																	
Additional SDS Testing				4	16							4			24		\$1,988
Full Scale Membrane Testing				10	14										24		\$1,980
Carbon Accelerated Column Test				2	4										6		\$314
Evaluate Geothermal HVAC				8				32							40		\$5,284
Evaluate Solar Power			2	8											10		\$1,580
Evaluate Judge Tunnel to Spiro			12												12		\$1,896
Evaluate Green Roof			6			8									14		\$2,460
Evaluate Electric HVAC			2				16	4							22		\$2,948
Credits																	
Distribution System Mixing Study				-2	-4							-4			-4	-14	-\$1,392
Final Design																	
Plant capacity 6 mgd to 9 mgd																	
Membrane Design			4	4	8			4	4				16		40		\$4,720
Increased Building				8		16	8	4		4			16		56		\$8,868
Metal Building Bid Package																	
General	2		4	2									4		10		\$1,768
Architectural	4			10						20					30		\$5,960
Structural	10			10		32									42		\$7,628
Typical Details	4			4		8				8					20		\$3,664
Specifications			24			16				16				32	88		\$12,400
Maintenance Shop																	
Civil				2		2							4		8		\$1,180
Structural/Architectural				2		30				16			48		96		\$15,580
HVAC							4						4		8		\$1,048
Electrical				4				32					16		52		\$7,880
Pig Launch			1	4	4								10		19		\$2,160
Turbines																	
Conduit Exemption	4		40								8				52		\$8,736
RMP Coordination			4					16							20		\$3,160
Mechanical Design				40	60	4					4		40		148		\$13,312
EISC Design								60	40				12		112		\$17,448
Pump Station Design																	
Boothill	2		4	32	40	2		32	4				40		156		\$17,624
Snow Park			4	32	40	2		32	4				40		154		\$17,172
GAC system design			8	20	48		4		4	4			48		128		\$11,824
Process water tempering HVAC Design			20	4			40						10		74		\$10,162
Irrigation ditch supply and flow control			1		3			1	4				6		15		\$1,770
Credits																	
Sitework Bid Package																	
General	6		-4	-2	-8								-16	-40	-78		-\$7,876
Civil	5			-2	-8	-16							-16		-42		-\$5,036
Structural	2			-2	-4	-8	-8						-16		-30		-\$4,662
Mechanical	2			-2	-8								-20		-30		-\$4,320
Electrical	10			-4	-8	-8		-60					-80	-160	-222		-\$22,336
Instrumentation	5			-4	-8				-8				-8		-28		-\$4,256
Typical Details	2				-4								-8		-12		-\$1,096
ODC																	
Analytical Laboratory																\$8,500	\$8,500
Carbon Accelerated Column Test																\$5,200	\$5,200
PECE																\$10,000	\$10,000
Travel and Subsistence																\$250	\$250
Credits																	
Distribution system modeling subconsultant																-\$15,000	-\$15,000
Survey																-\$5,000	-\$5,000
Subtotal Final Design	6	150	138	205	-10	110	100	129	52	64	12	0	142	-12	1006	\$3,950	\$144,000
Bid Period Services																	
Sitework Bid Package																	
Contractor Prequalification				-4	-4	-12									-8	-28	-\$1,904
Respond to Questions					-8	-8										-16	-\$2,528
Evaluate Bids			-4		-8											-12	-\$2,168
ODC																	
PECE																-\$1,000	-\$1,000
Subtotal Bid Period Services	-4	-20	-12	-12	0	0	0	0	0	0	0	0	0	0	-8	-56	-\$8,000
Services During Construction																	
Sitework Bid Package																	
Office Engineering Support				-8	-20			-20								-48	-\$7,584
Final Inspection				-4	-8											-12	-\$1,896
Start-up Assistance				-16	-60							-4				-80	-\$12,764
Facility Bid Package																	
Maintenance Shop inspection office support			2			4				4		20			30		\$4,320
Turbine submittal review, inspection, start-up			6	4								8			18		\$2,580
GAC submittal review, inspection, start-up			6	4								8			18		\$2,580
HVAC tempering submittal review, inspection, start-up			2				6					8			16		\$2,066
ODC																	
PECE																-\$1,000	-\$1,000
Subtotal Services During Construction	0	-12	-80	0	0	4	6	-20	0	4	-4	-44	0	0	-58	-\$1,000	-\$12,000
Total Change in Scope																	
	2	118	46	193	-10	114	106	109	52	68	8	44	142	-20	972	1,950	\$124,000
TOTAL ESTIMATED FEE																	\$124,000



City Council Staff Report

Author: Todd Touchard
Subject: QUINN'S RAW WATERLINE
CONSTRUCTION CONTRACT
Date: July 30, 2009
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute 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

Description:

Water Strategic Plan Topic: Infrastructure, Strategy/Policy: Implement Capital Facilities Plan

Topic:

Park City Raw Water Infrastructure Project for the Quinn's Phase of the raw water line from Promontory to Quinn's Junction Water Treatment Plant. The three segments of this raw waterline are as follows: Promontory Phase, Lower Silver Creek Phase, and Quinn's Phase.

Background:

In 2009, the Expanded Lost Creek Canyon Project was completed to deliver Park City's 2,500 acre-feet of water to the top of Promontory (Signal Hill Reservoir). Many alignment alternatives were investigated from Signal Hill Reservoir to the proposed treatment plant site.

The construction of the raw waterline to the treatment plant has been phased into three sections. The Promontory Phase will deliver water from the Signal Hill Reservoir to the southwest corner of the Promontory subdivision. The Lower Silver Creek phase will continue the line west through the lower Silver Creek area to Highway 40. The Quinn's phase will cross Highway 40 and then follow Highway 40 south to the treatment plant site (see attached map).

The water treatment plant construction is expected to coincide with pipeline construction such that finished water will be delivered to the City for the summer of 2010.

Proposed Construction and Contractor:

A 22-inch minimum inside diameter (ID) raw waterline has been designed from the Signal Hill Reservoir to the Quinn's Treatment Plant location (approximately 6 miles). The waterline has been sized to provide required capacity and will provide excess pressure to generate power through reverse pump turbines at the treatment plant.

The Quinn's Phase of this project includes the construction of a new High Density Polyethylene Pipe (HDPE) water line approximately 13,500 feet in length. Staff anticipates that approximately 6,000 feet of the pipeline alignment will require rock excavation equipment. The project will also include three borings with 36" steel casings, two under Highway 248 and one under US40. One of the borings under Highway 248 is for future use.

Also included in this phase, is the construction of approximately 6,200 lineal feet of multi-use trail which will connect Silver Summit to the phase II IHC trail system and further on to the Park City Recreation Complex. Trail segments, not attributable to the waterline construction, will be funded by the Trails Master Plan, as well as, a \$25,000 Summit County Restaurant Grant.

The Quinn's Raw Waterline Phase construction project was advertised this summer in the Park Record, Salt Lake Tribune, and Intermountain Contractor. A non-mandatory pre-bid meeting was held and nine bids were received and opened on July 9, 2009.

Analysis:

The following summarizes the bids:

Contractor	Total 22" ID Bid
Engineer's Estimate	\$2,225,000.00
Allied Construction	\$2,183,494.87
MVC Construction	\$2,273,779.39
Spade Construction	\$2,297,817.25
S & L Landscape & Excavating	\$2,368,614.57
COP Construction	\$2,485,442.60
Silver Spur Construction	\$2,572,085.40
Counterpoint Construction	\$2,638,043.78
Whitaker Construction	\$2,990,000.00
SCI Incorporated	\$3,079,808.00

It should be noted that the Engineer's Estimate was based on recent bid data which has been much less than typical published documentation used to estimate construction costs.

Allied Construction is the lowest qualified bidder. Qualifications and Bid Documents were verified by our Engineer, Stantec Consulting, Inc and staff. Staff therefore recommends Allied Construction as the successful bidder.

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

Department Review:

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

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute 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**.

B. Deny the Request:

Council could deny Staff's request. Denying the request would delay the much-needed additional capacity.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the much-needed additional capacity.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the much-needed additional capacity.

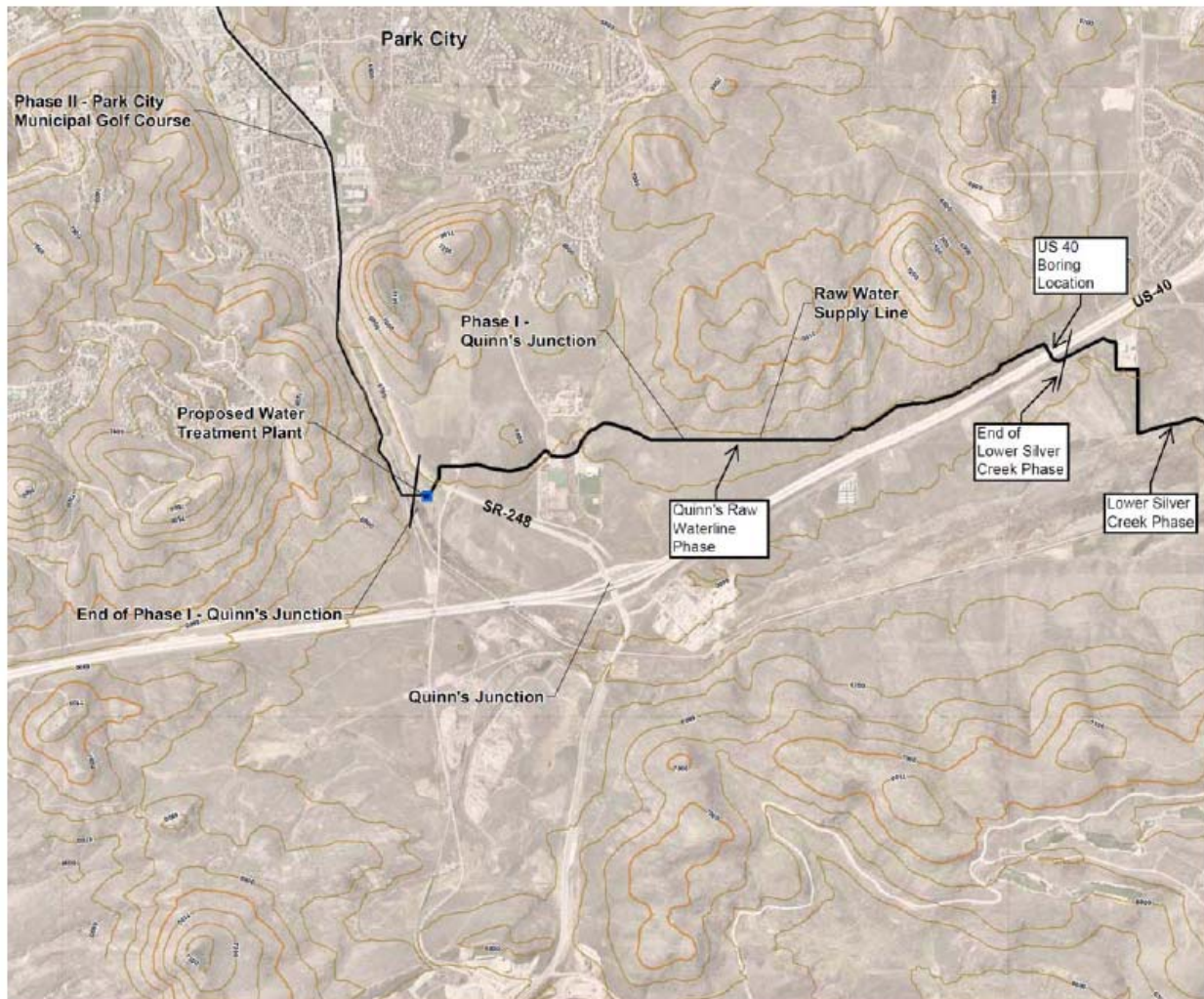
Significant Impacts:

On April 23, 2009 the Drinking Water Board authorized a 0% interest loan from the State Revolving Fund (SRF) to Park City Municipal Corporation for the Raw Waterline Project. The loan was closed on July 14, 2009. The \$2.5M from this loan will be applied to the design and construction of the Quinn's Phase. If any of this loan proceeds remain, they will be rolled over to the Lower Silver Creek Phase.

The installation of the raw waterline is critical to the operation of the treatment plant and delivery of culinary water to meet demands.

Recommendation:

Staff recommends Council authorize the City Manager to execute 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.



Project Location Map



Stantec

July 20, 2009
File: 186200851

Stantec Consulting Inc.
3995 South 700 East Suite 300
Salt Lake City UT 84107
Tel: (801) 261-0090
Fax: (801) 266-1671

Todd Touchard, P.E.
Water Project Manager
Park City Municipal Corporation Water Department
1053 Iron Horse Drive
Park City, UT 84060-1480

Project: Park City Municipal Corporation Phase 1 Raw Water Supply Line – Quinn's Junction

Subject: Contractor Recommendation

Dear Todd:

The purpose of this letter is to provide a recommendation for the lowest responsive bidder for the Park City Municipal Corporation Phase I Raw Water Supply Line – Quinn's Junction project.

Bids for the Phase I Raw Water Supply Line – Quinn's Junction project were received at the Park City Public Works building on Thursday July 9th at 4:00 PM. Nine contractors furnished bids for consideration and we have reviewed the bids. Refer to the attached Bid Opening Checklist and Bid Tabulation for related information.

Bids ranged from \$ 2,183,494.87 to \$ 3,079,808.00. The lowest three bidders for the project were as follows:

Allied Construction and Development, Inc. - \$2,183,494.87
MVC Construction Co. - \$2,273,779.39
Spade Construction - \$2,297,817.25

See the attached bid tabulation for details.

Allied's bid complies with the requirements of the project's construction documents, and all bid requirements have been met. The bid was checked for errors and consistency and found to be responsive. The criteria for evaluating the bids as published in the "Information for Bidders" section of the project specifications are summarized below:

1. A bid bond of 5% of the bid amount is furnished.
2. Active Utah Contractor's License, in good standing, with appropriate classification.
3. The contractor shall have constructed a project of similar type within the past five (5) years.

Allied's submittal met the 5% bid bond requirement to satisfy criterion # 1.

Criterion #2 was met by Allied with their E-100 Classification, license # 4920525-5501.

Criterion #3 was met with their work on the Bear River Joint Powers Council – Bear River Regional Water Project. This project consists of a 28-mile pipeline constructed of 14" DIP, and 6" to 12" HDPE and PVC. The project includes dozens of jack and bore casings, stream crossings, and service connections. The project also includes a 300,000 gallon reservoir and a pump station.

Stantec

July 20, 2009

Page 2 of 2

References contacted include: Chuck Layne, (307) 248-0156, the construction inspector for the Bear River Regional Water Project and Lowell Williams, (801) 232-2786, who has inspected several projects with Allied Construction and Development Inc. Both references gave favorable feedback and could vouch for Allied's knowledge and ability to meet tight schedules, utilize multiple construction crews, construct HDPE pipelines, and jack and bore utility casings.

Because Allied is properly licensed, has positive references, has submitted a bid that complies with the construction documents, and is a responsive bidder, Stantec Consulting Inc. is recommending Allied Construction and Development Inc. as the lowest responsive bidder for the PCMC Phase I Raw Water Supply Line – Quinn's Junction Project.

If you have any questions, please contact me.

Sincerely,



Curtis Ball, PE

STANTEC CONSULTING INC.

Tel: (801) 261-0090
Fax: (801) 266-1671
curtis.ball@stantec.com

c. Kathy Lundborg, PCMC
Rich Hilbert, PCMC
Mike Collins, Bowen & Collins
Fred Duberow, Stantec

b1c document2

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 Allied Construction, 2720 N Mule Cir, Corrine Utah 84307 which is a (*check one*) X corporation ____ partnership ____ sole proprietorship ____ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Quinn's Raw Waterline (hereinafter "Project"), which consists of construction of a new High Density Polyethylene Pipe (HDPE) water line approximately 13,500 feet in length. We anticipate that approximately 6,000 feet of the pipeline alignment will require rock excavation equipment. The project will also include three borings with 36" steel casings, two under Highway 248 and one under US40. .

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 alternates: None, 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 Water 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 and two (2) years from leaks 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 **Two Million One Hundred Eighty Three Thousand Four Hundred Ninety Five Dollars (\$2,183,495)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an 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 **May 15, 2009**. 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 **Seven Hundred and Fifty Dollars (\$750.00)**, 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, City Engineer and County 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 _____, 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: _____, 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

Tom Bakaly, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

Eden Construction Contract No. _____
Project: _____

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CONTRACTOR

Allied Construction, Inc
2720 N Mule Ranch Circle
Corrine, Utah 84307

Signator, Title

Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2009, personally appeared before me (signator), 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 (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

Notary Public

City Council Staff Report



Subject: Little Kate & Lucky John
Sidewalk and Roadway
Improvements
Author: Matthew A. Twombly
Department: Sustainability
Date: July 30, 2009
Type of Item: Award of Construction Contract

Summary Recommendation:

Staff requests authorization to proceed with the Little Kate and Lucky John Sidewalk and Roadway Improvements project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Kilgore Paving and Maintenance LLC in the amount of Eight Hundred Forty Two Thousand Four Hundred Eighty Five Dollars (\$842,485).

Topic: Award of Construction Contract for the Little Kate and Lucky John Sidewalk and Roadway Improvements project

Background:

WALC identified the Little Kate and Lucky John sidewalk as a priority for completion in 2009. The WALC committee recommended and City Council, during the FY 2009 Budget discussions, confirmed that the project would consist of a 5' minimum sidewalk directly behind new highback curb and gutter. The current asphalt and curb width would remain where the sidewalk will be constructed within the Right of Way impacting the adjacent owner installed landscaping within the Right of Way.

The recommendations also suggested a re-striping of the roadway to provide narrower travel lanes to reduce speed, and wider shoulders for bicycling, and the installation of MUTCD Bike Route signs along the corridor. The project also included funds for the reconfiguration of the intersections of Little Kate and Monitor and Little Kate and Lucky John at the east end to promote walking and biking at the intersections. Also the project will address drainage especially at the Little Kate/Monitor intersections. The project budget as identified by WALC is as follows:

Little Kate Sidewalk	\$305,000
Lucky John Sidewalk (to school dropoff)	\$53,000
Landscape Mitigation	\$50,000
Realign Little Kate and Monitor Dr. intersection	\$172,000
Realign Little Kate and Luck John	\$93,000
Drainage	<u>\$250,000</u>
Total	\$923,000

On April 2, 2009 Council awarded the Professional Service Provider Agreement for the design and engineering of the Little Kate and Lucky John Sidewalk project to Alliance

Engineering. The design of the project includes: existing gutter removal and installation of new high back curb and gutter and concrete sidewalk; existing roadway rotomill and asphalt overlay; new storm drain and inlets; irrigation ditch piping; raised intersections; colored concrete crosswalks; boulder retaining wall and significant landscaping restoration. In coordination with Public Works and the Streets department, staff and Alliance engineering have included the roto-milling and asphalt overlay of the entire project area and in addition from the end of the project at the school drop off to the intersection of Lucky John and Monitor to have a better break in the work.

Analysis:

The project was advertised in the legal notices of the Park Record on July 1, and July 4, 2009; and in the Salt Lake Tribune on July 2, and July 03, 2009. The bids were publicly opened on July 21, 2009. There were three bidders for the project: Kilgore Paving & Maintenance LLC., was the low bidder at \$805,839 for the base bid and \$36,646 for Additive Bid items #39A, #41 & #42 (18" RCP Irrigation pipe, irrigation junction box and landscape restoration) for a total of \$842,485; then Geary Construction Inc., at \$870,342; then Innovative Excavation Inc. at \$906,225. The Engineer's probable cost estimate was \$980,618.

In accordance with the WALC recommendations to restripe the roadway to provide a better bicycling level of service and in order to provide for bus traffic along the portion of Lucky John from Monitor Drive eastward behind the schools to Little Kate; the roadway will need to be permanently posted no parking anytime. Currently this section of roadway (on the school side) is posted "No parking 8AM to 6 PM", and the other side is posted no parking. With the new drop off area and the adequate parking within the school lots for baseball games there should be no significant impacts to parking if posted no parking.

Department Review:

City Manager, Sustainability, Recreation

Alternatives:

Approve the Request:

Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Kilgore Paving and Maintenance LLC in the amount of Eight Hundred Forty Two Thousand Four Hundred Eighty Five Dollars (\$842,485).

Deny the Request:

The roadway would remain in its current state without a sidewalk.

Continuance:

Delaying a decision would delay the proposed schedule for construction with completion by October 15, 2009.

Do Nothing:

Same effect as delaying the project.

Significant Impacts:

Through the WALC recommendations there was approximately \$920,000 budgeted or allocated in WALC bond funds. The project will require the removal of landscaping, the pruning of trees, relocation of sprinkler heads, and the removal of two trees installed by adjoining property owners within the City's right of way. The project will require significant staff resources to coordinate construction within the roadway and landscape restoration with adjacent property owners. The construction will likely cause traffic delays, including some road closures and detours. The project is scheduled for substantial completion by October 15, 2009.

Consequences of not taking the recommended action:

Delaying a decision would jeopardize the desired schedule for completion this year.

Recommendation:

Staff recommends that Council authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Kilgore Paving and Maintenance LLC in the amount of Eight Hundred Forty Two Thousand Four Hundred Eighty Five Dollars (\$842,485).

Attachments

Exhibit A: Construction Agreement

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 KILGORE PAVING AND MAINTENANCE LLC, 7057 West 2100 South, Salt Lake City, UT 84128, which is a (*check one*) ____ corporation ____ partnership ____ sole proprietorship _X_ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Little Kate and Lucky John Sidewalk Project (hereinafter "Project"), which consists of remove and discard existing roll gutter, sawcutting, excavation, installation of road-base, grading, compaction, installation of concrete drain pipe, drain inlets, grates, installation of new high-back concrete curb, installation of 5' concrete sidewalk, water meter and line reconstruction, landscaping, milling of roadway, asphalt overlay of roadway, striping, signage, and miscellaneous other work.

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 #39A RCP Irrigation Line; #41 4x4 Irrigation Junction Box; and #42 Landscape Restoration for Irrigation Pipeline, 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 Eight Hundred Forty Two Thousand Four Hundred Eighty Five Dollars (\$842,485) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an 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 October 15, 2009. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Thousand Dollars (\$1000.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) 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

Kilgore Paving and Maintenance LLC
7057 West 2100 South
Salt Lake City, UT 84128

Jason Kilgore, President

4757588-5501
Utah Contract License No.

City Council Staff Report



Subject: Park City Heights Annexation
Author: Thomas Eddington, AICP
Kirsten A. Whetstone, AICP
Date: July 30, 2009
Type of Item: Legislative

Summary Recommendation

Staff recommends that the City Council review the Park City Heights Annexation at the regular meeting, conduct a public hearing, and provide Staff and the applicants direction regarding the Cost Sharing, Annexation Agreement and Water Agreement.

The purpose of this meeting is to:

- Conduct a public hearing and continue to August 6, 2009; and
- Staff and the applicants will provide the Council with a verbal update regarding the proposed cost sharing for infrastructure and traffic improvements.

Description

Project Name: Park City Heights Annexation
Applicant: Boyer Plumb Park City L.L.C.; Talisker
Location: South West corner of the intersection of Highways 248 and 40
Proposed Zoning: Community Transition (CT-MPD)
Adjacent Land Uses: Municipal open space; City Ice Arena and Fields Complex;
Reason for Review: Annexations require a recommendation from the Planning Commission with final action by the City Council

Background

This staff report is supplemental to the previous Park City Heights Annexation staff reports dated April 24, May 22, June 5, June 19, July 17, August 28, September 11, September 18, October 16, 2008, and December 18, 2008. This matter was continued without substantive comment from several meetings over the past several months and discussed at a work session on April 30, 2009. Additional public hearings were held June 11, 2009, June 25, 2009, July 9, 2009 and continued until July 30, 2009. Also, a Housing Authority meeting was held on July 9, 2009, where the Council briefly discussed the remaining Talisker Affordable Housing obligation.

Analysis

At the June 25th meeting, the City Council confirmed the following:

1. Confirmed that Council is conceptually comfortable with a MPD density of up to 200 market units, provided CT zoning standards continue to be met and MPD review by the Planning Commission;

2. Authorized staff to explore and further negotiate City development partnership in the project with City affordable units likely constituting 14 single family units clustered within the market single family area.

All such terms would be subject to formal approval by the City Council.

At the July 9, 2009 Housing Authority meeting, the Council provided direction that it was unwilling to accept an AUE credit for the land dedication by Talisker/UPCM that did not involve completion of the 100 Marsac Units and acquisition of additional units at a still undisclosed location.

Update:

Staff has been meeting regularly with Talisker in an attempt to resolve several outstanding issues, including the gap in AUE credit for the land donation.

Staff will continue to meet with the parties early this week and provide updated information as warranted.

The Annexation and Boyer's cost sharing cannot proceed until the Talisker component is finalized.

Requested Action(s):

Receive verbal updates at the hearing and continue the public hearing to August 6th as requested.

Alternatives:

- A. Direct staff and the applicants to maintain the status quo and conclude the current pending Annexation application, prior to consideration of any alternative development or affordable housing scenarios.
- B. Provide other direction or plan modifications to staff and the applicants.