



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 20, 2017**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 20, 2017.

WORK SESSION

2:15 p.m. Historic Preservation Board Interviews **PAGE 4**

CLOSED SESSION

3:10 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

4:40 p.m. Council Questions and Comments

4:55 p.m. – Discuss Proposed Amendments to Main Street Parking Fees **PAGE 8**

5:15 p.m. – Discuss Carbon Sink and Sequestration Tool **PAGE 32**

5:45 p.m. – Discuss Capital Projects Development Process **PAGE 39**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- July 2017 Construction Project Update **PAGE 59**
- Quarterly Budget Report: FY2017 Fourth Quarter **PAGE 66**

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 29, 2017 **PAGE 78**

V. NEW BUSINESS

1. Consideration to Approve a Professional Services Agreement with Lochner Inc. in the Amount of \$1,303,751.11 for Engineering and Environmental Document Preparation Services for the State Route 248 Corridor and Safety Improvement Project, in a Form Approved by the City Attorney **PAGE 97**

(A) Public Hearing (B) Action

2. Consideration to Approve a Letter of Intent Between Park City Municipal Corporation and the Kimball Art Center, Dated July 6, 2017, in a Form Approved by the City Attorney **PAGE 238**

(A) Public Hearing (B) Action

3. Consideration to Approve a Letter of Intent Between Park City Municipal Corporation and Sundance Institute, Dated July 6, 2017, in a Form Approved by the City Attorney **PAGE 261**

(A) Public Hearing (B) Action

4. Consideration to Approve Ordinance 2017-34, an Ordinance Establishing the Municipality Transient Room Tax Within the City of Park City, Utah, at One Percent (1%) **PAGE 268**

(A) Public Hearing (B) Action

5. Consideration to Approve a Purchase Agreement Between Bonanza Park, L.L.C., a Utah Limited Liability Company, JP'S NEVADA, LLC, a Nevada Limited Liability Company, Maverik Park City, L.L.C., a Utah Limited Liability Company and Park City Municipal Corporation, for the Bonanza Park East Parcel, located at approximately Kearns Boulevard and Bonanza Drive, in a Form Approved by the City Attorney **PAGE 270**

(A) Public Hearing (B) Action

6. Consideration to Approve Resolution No. 20-2017, a Resolution Amending the Fee Schedule, Section 7 - Parking, Meter Rates, Violations, Towing, and Impound Fees **PAGE 294**

(A) Public Hearing (B) Action

7. Consideration to Authorize the City Manager to Enter into a Construction Agreement in a Form Approved by the City Attorney with Commercial Restoration Services, in an Amount Not to Exceed \$275,620.00 for the Maintenance and Repair of Parking Infrastructure Located at Public Works on Ironhorse Drive and China Bridge Parking Garage **PAGE 304**

(A) Public Hearing (B) Action

8. Consideration to Enter into an Agreement to Purchase a Silver Strike Employee Housing Unit (EHU) Located at 8902 Empire Club Dr. #201, in the Amount of \$260,000, Forgive the Development of the EHU Obligation, and Re-Sell the Unit at Market Rate
PAGE 391

(A) Public Hearing (B) Action

9. Consideration to Approve a Request from the Property Owner of 2383 Lake View Court to Grant an Amendment to their Exclusive Horizontal Geothermal Well Easement on City Property to Include Trees and Irrigation, in a Form Approved by the City Attorney
PAGE 400

(A) Public Hearing (B) Action

10. Consideration to Continue an Ordinance Approving a First Amended Park City Film Studios Subdivision Located at 4001 Kearns Boulevard **PAGE 418**

(A) Public Hearing (B) Continuation to Date Uncertain

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.

Posted: See: www.parkcity.org



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

There are four (4) Historic Preservation Board (HPB) positions available for appointment as of May, 2017. Three (3) of the positions are for full terms and one (1) is for an unexpired term that will end in May of 2018. Board Member David White resigned in May, 2017. Existing Historic Preservation Board members Puggy Holmgren and Lola Beatlebrox have requested to be reappointed. Board members are not required to be residents of Park City.

Respectfully:

Louis Rodriguez, Planning Analyst II

Historic Preservation Board

2:15 PM	Review of Questions
2:20 PM	John Hutchings
2:30 PM	Rebekka Monson
2:40 PM	Erik Bergerud
2:50 PM	Ann Alexander Weiner
3:00 PM	Robert Anderson

Board Information

Historic Preservation Board

Puggy Holmgren	Term: 05/14 – 05/17	Eligible
Douglas Stephens	Term: 05/15 – 05/18	
Lola Beatlebrox	Term: 09/14 – 05/17	Eligible
David White	Term: 05/15 – 05/18	Resigned
Cheryl Hewett	Term: 09/14 – 05/17	Eligible, not requesting reappointment
Jack Hodgkins	Term: 05/15 – 05/18	
Randy Scott	Term: 05/15 – 05/18	

There are four (4) Historic Preservation Board (HPB) positions available for appointment as of May, 2017. Three (3) of the positions are for full terms and one (1) is for an unexpired term that will end in May of 2018. Board Member David White resigned in May, 2017. Existing Historic Preservation Board members Puggy Holmgren and Lola Beatlebrox have requested to be reappointed. Board members are not required to be residents of Park City.

The Historic Preservation Board members have special priorities and qualifications outlined in Section 15-11-2 (B) of The Land Management Code:

“Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.”

“It is the first priority of the City Council that the HPB have technical representation in Historic Preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society.”



TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 11 - HISTORIC PRESERVATION

*Chapter adopted by Ord. No. 02-07;
Chapter Amended in Entirety by Ord. No.
03-34*

**CHAPTER 11 – HISTORIC
PRESERVATION**

**15-11-1. ESTABLISHMENT OF
BOARD.**

Pursuant to the Historic District Act, Section 11-18-1, et seq. of the Utah Code, 1953, and other applicable power, there is hereby created a Park City Historic Preservation Board (HPB). The HPB shall be composed of seven (7) members.

(Amended by Ord. No. 06-69)

**15-11-2. TERMS AND
QUALIFICATIONS OF MEMBERS.**

Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire on May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.

(A) The Mayor shall appoint a new HPB member to fill vacancies that might arise and

such appointments shall be to the end of the vacating member's term.

(B) It is the first priority of the City Council that the HPB have technical representation in Historic preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society. After being notified by the City of a vacancy, at least two (2) nominations shall be rendered to the City Council by the Park City Historical Society if it desires to participate in the Application process.

(C) In addition, the HPB should include members with the following qualifications, or representing the following interests:

(1) A member recommended by or associated with the Utah State Historical Society or Utah Heritage Foundation.

(2) A member living in the Historic District with demonstrated

interest and knowledge of Historic preservation.

(3) A member appointed at large from Park City with demonstrated interest and knowledge of Historic preservation.

(4) A member associated with Main Street Business and commercial interests.

15-11-3. ORGANIZATION.

(A) **CHAIR**. The HPB shall elect one of its members to serve as Chair for a term of one (1) year at its first meeting following the expiration of terms and appointment of new members. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely for that meeting.

(B) **QUORUM**. No Business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by four (4) of the appointed members, including the Chair or Chair Pro Tem.

(C) **VOTING**. All actions of the HPB shall be represented by a vote of the membership. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. The Chair may vote at the meetings.

(Amended by Ord. Nos. 07-34; 09-10; 11-05)

15-11-4. ABSENCE DEEMED RESIGNATION OR GROUNDS FOR REMOVAL.

Any HPB member who is absent from two (2) consecutive regularly scheduled Board meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or removed for cause by the Council. Members of the HPB are not required to reside within the City limits, however, the majority of the members shall reside in Park City.

15-11-5. PURPOSES.

The purposes of the HPB are:

(A) To preserve the City's unique Historic character and to encourage compatible design and construction through the creation, and periodic update of comprehensive Design Guidelines for Park City's Historic Districts and Historic Sites;

(B) To identify as early as possible and resolve conflicts between the preservation of cultural resources and alternative land Uses;

(C) To provide input to staff, the Planning Commission and City Council towards safeguarding the heritage of the City in protecting Historic Sites, Buildings, and/or Structures;



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

As part of the comprehensive Transportation Demand Management program, Council approved a holistic parking technology system and a demand-based paid parking strategy. Primary goals of this project include reduction of congestion and management of the availability of existing public parking. At the operational level, fees and citations must encourage compliance and consistency, and must support a year-round incentive program for employees of Main Street. In addition to a year-round incentive program, the proposed fees in this report provide the ability to create a Main Street employee shuttle from The Yard parcel at ten minute intervals. For purposes of comparison, the proposed rates align with other similar mountain towns and are lower than many of our guests who come from larger cities might expect.

Respectfully:

Kenzie Coulson,



City Council Staff Report

Subject: Main Street Parking Fees – Fee Resolution Amendments
Author: Kenzie Coulson, Parking & Fleet Manager
Department: Public Works
Date: July 20, 2017
Type of Item: Administrative – Fee Resolution

Summary Recommendation

Staff recommends that Council conduct a public hearing and adopt the attached Resolution amending the Park City [Fee Schedule](#) Section 7 for updated public parking fees and citations in the Main Street area. The proposed updates support the upcoming roll out of the demand-based parking technology program, launching in December 2017.

Executive Summary

As part of the comprehensive Transportation Demand Management program, Council approved a holistic parking technology system and a demand-based paid parking strategy. Primary goals of this project include reduction of congestion and management of the availability of existing public parking. At the operational level, fees and citations must encourage compliance and consistency, and must support a year-round incentive program for employees of Main Street. In addition to a year-round incentive program, the proposed fees in this report provide the ability to create a Main Street employee shuttle from The Yard parcel at ten minute intervals. For purposes of comparison, the proposed rates align with other similar mountain towns and are lower than many of our guests who come from larger cities might expect.

Acronyms

Dixon Dixon Resources Unlimited
TDM Transportation Demand Management

The Problem

Section 7 of the [Fee Schedule](#) must be updated in order to fulfill Council direction related to Transportation Demand Management programs.

Background

- On June 25, 2015, Council approved a consultant contract with Nelson Nygaard for the creation of a strategic parking management study specific to the Main Street area.
<http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2060&Inline=True>
- On June 9, 2016, Council performed a final review of the Main Street Parking Plan completed by consultant firm Nelson Nygaard.
<http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2142&Inline=True>

- Following Council's support of the Main Street Parking Plan, a Main Street Parking Implementation Task Force was created. The Task Force convenes bi-weekly.
- On October 20, 2016, Blake Fannesbeck brought an Informational Report to Council regarding the status of the Downtown and Main Street Parking Plan implementation and an anticipated timeline.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2195&Inline=True>
- On December 15, 2016, Council approved the Service Provider Agreement for Dixon Resources Unlimited, for project management and consulting.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2213&Inline=True>
- On February 2, 2017, Kenzie Coulson offered a Staff Communications Report to update Council on the revised anticipated parking technology timeline.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=14&ID=2222&Inline=True>
- On March 9, 2017, Kenzie Coulson brought an Informational Staff Report to Council, outlining the Park City Municipal RFP issued on March 3, 2017 called the Complete Parking Management Solution.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2238&Inline=True>
- On March 20, 2017, the Complete Parking Management Solution vendor selection committee convened and selected vendor T2 Systems Incorporated.
- On March 30, 2017, Council approved the Service Provider Agreement for T2 Systems Incorporated, for implementation of the Complete Parking Management Solution.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2243&Inline=True>
- On May 25, Council gave direction to launch nightly demand-based paid parking on December 15, 2017, based on community feedback related to concern regarding TDM disincentives coinciding with TDM incentives.
<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2258&Inline=True>

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that Council approve the suggested parking fees via Resolution Amending the Fee Schedule, Section 7, as outlined in Attachment B.

Pros

- a. The proposed fees support and sustain suggested incentives, such as the Main Street employee shuttle at 10 minute intervals from the Yard parcel.
- b. Proposed fees align with similar cities and create the necessary disincentive to have an effective TDM program.
- c. The proposed citation rates create a system that encourages compliance in public parking.

- d. Proposed fees support the operation and sustainability of the new system in a budgetary sense.

Cons

There will be some resistance to paid parking in any form.

- 2. **Deny the Item Alternative:** Council could choose to deny the suggested modifications to the Park City Fee Schedule for Section 7. Staff does not recommend this alternative.

Cons

- a. Denial of the fees will result in an incomplete solution that will not have the ability to operate, as fees are a required component. Staff would be required to return with a modified rate plan.
- b. Current timeline for the parking technology program requires an update for fees by August 10, 2017, in order to allow time for signage orders and equipment programming.

- 3. **Modify the Item Alternative:** Council could choose to modify the suggested fees. Substantial modification of proposed fees will require further revenue modeling.

Cons

- a. Reduction of proposed fees may result in a necessary reduction of incentives for Main Street employees, which will negatively impact Main Street businesses.
- b. Reduction of fees may also limit the success of the Transportation Demand Management goals.
- c. Reduction of fees may limit progress on Transportation, as one of Council's "Critical Priorities."

- 4. **Continue the Item Alternative:** Council could choose to continue the item. Staff does not recommend this alternative.

Cons

- a. Continuing could delay the implementation of demand-based parking and further delay action on the recommendations of the Main Street and Downtown Parking Plan.
- b. Current timeline for the parking technology program requires an update for fees by August 10, 2017, in order to allow time for signage orders and equipment programming.

Analysis

In order to implement the demand-based parking system, the Park City Fee Schedule will require an update. The proposed changes in this report are based on analysis and comparison data provided by the professional consultant team, Dixon Resources Unlimited. The fees outlined in this section have been used in revenue modeling exercises, designed to determine how to sustain the budget and the suggested Main Street employee incentives. Any modification to the fees will require further revenue modeling and analysis prior to approval.

Proposed Fees

The following fee grid demonstrates a quick view of current rates and the proposed range of new fees. Based on recommendations from Dixon and recent revenue modeling, staff recommends that, upon program launch on December 15, 2017, fees are sustained at the lowest designed rate per each range.

By approving a range of rates, Council will allow the demand-based system to function in a flexible, timely and relevant manner, allowing the occupancy data to drive rates within limited parameters. If the fees were locked in place, staff would not have the ability to respond to occupancy issues without an estimated two month lag time. An amendment to the fee grid requires approximately one month to seek Council approval and requires an additional month to give adequate notice to the public. If each modification is expected to take two months, it is likely that any suggested change may not take effect until the subsequent season.

An example scenario--

If Swede Alley on-street spots demonstrated a nightly occupancy of 100%; and meanwhile the China Bridge Garage was occupied at 55%, rates could potentially be modified to increase pricing on Swede Alley per the range listed. This would encourage more usage of the available garage parking, and create a standard turnover rate on the street. By balancing rates per area, based on occupancy data, staff will be able to ensure the best utilization of existing parking.

Under the proposed fee ranges, any raise in rate would require data that demonstrates occupancy greater than 85% for three subsequent weeks. Best practice in the parking industry is to give thirty-day notice on rate modifications. Staff is committed to following this best practice.

Proposed Parking Fee Grid*

PEAK SEASON (December 15, 2017 through April 15, 2018 & June 1, 2018 through September 30, 2018)					
Street	Time of Day	Current Rate	Proposed Rate (per hour)	Current Time Limit	Proposed Time Limit
Main Street	AM	FREE	FREE	N/A	N/A
	11am - 5pm	\$1.50	\$2.00-\$3.00	3-hour Max	3-hour Max
	5pm - Midnight	\$1.50	\$4.00-\$5.00	3-hour Max	3-hour Max
Swede Alley Flag Pole Bob Wells Plaza	AM	FREE	FREE	N/A	N/A
	11am - 5pm	FREE	FREE	4-hour Max	4-hour Max
	5pm - Midnight	FREE	\$3.00-\$4.00	4-hour Max	4-hour Max

	Time of Day	Current Rate	Proposed Rate (per hour)	Current Time Limit	Proposed Time Limit
China Bridge	11am - 5pm	FREE	FREE	6-hour Max	N/A
	5pm - Midnight	FREE	1 st hour free, \$3.00-\$4.00 per hour after	6-hour Max	N/A
North Marsac	AM - 5pm	FREE	FREE	24 hours	24 hours
	5pm - Midnight	FREE	\$1.00-\$3.00	24 hours	24 hours
Sandridge	AM - 5pm	FREE	FREE	72 hours	72 hours
	5pm - Midnight	FREE	FREE	72 hours	72 hours
South Marsac	AM - 5pm	FREE	FREE	Time Limit 2 hours	Time Limit 2 hours
	5pm - Midnight	FREE	FREE	Time Limit 2 hours	Time Limit 2-hours
West Heber (between Main & Park Ave)	11am - 5pm	FREE	\$2.00-\$3.00	2-hour Max	3-hour Max
	5pm - Midnight	FREE	\$4.00-\$5.00	2-hour Max	3-hour Max
Park Ave	6am-2am	FREE	FREE	2-hour Max	2-hour Max
E Heber (between Main & Swede Alley)	6am-2am	FREE	FREE	2-hour Max	2-hour Max
Gateway top level	6am-2am	FREE	FREE for Main Street permit holders	4 hours	N/A

NON-PEAK SEASON (April 16, 2018 through May 31, 2018 & October 1, 2018 through November 30, 2018)			
Street	Time of Day	Rate (per hour)	Time Limit
Main Street	AM	FREE	N/A
	11am - 5pm	\$1.00-\$1.50	3-hour Max
	5pm - Midnight	\$2.00-\$3.00	3-hour Max

Swede Alley Flag Pole Bob Wells Plaza	AM	FREE	N/A
	11am - 5pm	FREE-\$1.50	4-hour Max
	5pm - Midnight	\$1.50-\$3.00	4-hour Max
China Bridge	11am - 5pm	FREE	N/A
	5pm - Midnight	1 st hour FREE, \$1.00-\$3.00/ hour after	N/A
Sandridge / North Marsac	AM - 5pm	FREE	N/A
	5pm - Midnight	FREE	N/A

*The proposed rates are projected to sustain the operational element of the parking system and suggested incentives. Any modification of these rates or peak dates will require further budget modeling to ensure that Main Street employee incentives can be sustained.

Peak and Non-Peak Designations

Based on Dixon's assessment and community feedback, this proposed schedule assigns four periods of the calendar year, including two periods of "peak" rates and two periods of "non-peak" rates.

The following is an outline of each period and will be subject to further assessment once the program begins:

- December 15 through April 15: PEAK
- April 16 through May 31: NON-PEAK
- June 1 through September 30: PEAK
- October 1 through November 30: NON-PEAK

Special event fees may be implemented by the City Manager, and per the Fee Schedule.

Permits

The current employee permit (Green Dot) is designed to allow employees and business owners to defy the time restriction in China Bridge garage. Dixon and staff are suggesting an elimination of the time restrictions in China Bridge, and subsequently an elimination of this pass.

To compensate for the elimination of the employee permit (Green Dot), the suggestion is to increase the availability of the business permit (Blue Square), which is a more robust and transferrable parking permit. The current pricing on a business permit is \$300.00/year. The suggestion is to increase the pricing to \$400/year. Permit suggestions are summarized in the chart below.

Proposed Permit Grid*

<u>Permit Name</u>	<u>Type</u>	<u>Current Pricing</u>	<u>Proposed Pricing</u>	<u>Notes</u>
Green Dot (Primarily for daytime use, not valid Fri & Sat after 6pm.)	Employee Permit	\$ 150.	N/A (eliminate this pass)	Staff suggests <i>elimination</i> of this type of permit due to the elimination of time restrictions in China Bridge garage.
Blue Square (No time restrictions. Available for Main Street Business Owners)	Business Permit	\$ 300.	\$ 400.	Staff suggests increasing the availability of these permits to compensate for elimination of the Green Dot. These are transferrable permits designed for Main Street businesses. Gateway and China Bridge access permitted. Sales will be limited to 120 permits.
Black Diamond	Sundance Film Festival Permit	\$ 450.	\$ 550.	Guaranteed Parking for Sundance Film Festival

*The proposed rates are projected to sustain the operational element of the parking system and suggested incentives. Any modification of these rates or peak dates will require further budget modeling to ensure that Main Street employee incentives can be sustained.

Citation Analysis

Dixon has provided citation information for comparable cities. The chart below demonstrates that Park City's current citation rates are lower than comparable cities.

Type of Citation	Park City	Aspen	Salt Lake City	Vail	Jackson, WY	Mammoth Lakes	Provo
	Within 14 Days of Citation						
Fines for meter violations	\$0.00	\$10.00	\$25.00	\$65.00	\$30.00	\$45.00	n/a
Fines for time limit parking violations	\$20.00	\$30.00	\$25.00	\$50.00	\$70.00	\$45.00	\$30.00
Fines for illegally parked cars	\$30.00	\$50.00	\$40.00	\$50.00	\$70.00	\$45.00	\$25.00
Fine for illegally parking in handicap space	\$150.00	\$100.00	\$270.00	\$100.00*	\$220.00	\$250.00	\$125.00*
Fines for red curb	\$30.00	\$50.00	\$145.00	\$65.00	\$70.00	\$75.00	\$30.00

Proposed citation and escalation rates are designed to create a system of compliance, meaning that citation rates need to be high enough to ensure that guests do not seek a citation rather than paying posted parking fees. The proposed citation rates fall in line with comparable cities and discourage subsequent infractions. Dixon's proposed citation escalation is noted in the chart below.

Type of Citation	Recommended Cost (1st violation)				Recommended Cost (2nd thru 5th violation)			
	<14- days	>14- days	>30- days	>60- days	<14- days	>14- days	>30- days	>60- days
Fines for meter violations	\$30.00	\$60.00	\$90.00	\$120.00	\$35.00	\$70.00	\$107.00	\$143.00
Fines for time limit parking violations	\$35.00	\$87.00	\$122.00	\$157.00	\$35.00	\$87.00	\$122.00	\$157.00
Fines for all other parking violations	\$40.00	\$66.00	\$92.00	\$116.00	\$66.00	\$92.00	\$116.00	\$141.00
Fines for mobility disabled space violations	\$270.00	\$305.00	\$338.00	\$373.00				
Fines for special event parking violations:								
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$170.00	\$190.00	\$210.00				
<i>Fines for all other special event parking violations</i>	\$145.00	\$145.00	\$145.00	\$145.00				

Dixon suggests the elimination of the “first time meter notice,” which currently allows a warning to any first time infraction. **Staff, however, recommends that the “first time meter notice” remain in place as a critical educational piece.**

Department Review

This document was reviewed by Public Works, Executive, Legal, Transportation, and Budgeting staff.

Attachments

- A Resolution Amending the Fee Schedule, Section 7
- B Section 7 Fee Schedule with Amendments
- C Dixon Citation Rate Development and Recommendations
- D Dixon Analysis - Parking Fees Comparable Cities



Resolution No. 20-2017

RESOLUTION AMENDING THE FEE SCHEDULE, SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES;

WHEREAS it is necessary to update the fee schedule to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on July 20th, 2017, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule Section 7 is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect on July 20, 2017.

PASSED AND ADOPTED this 20th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the ~~pay-and-display~~ meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$40.00 after 14 days;

\$60.00 after 30 days;

\$80.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;

\$107.00 after 30 days;

\$143.00 after 60 days

More than five (>5) violations per registered owner(s):

~~\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days

\$80.00 after 30 days

\$100.00 after 60 days

Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$105.00 after 14 days;

\$139.00 after 30 days;

\$173.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

~~\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;

\$190.00 after 30 days;

\$210.00 after 60 days

Effective December 15, 2017

\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$305.00 after 14 days;

\$338.00 after 30 days;

\$373.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;

\$190.00 after 30 days;

\$210.00 after 60 days

B. Fines for all other special event parking violations. ~~\$75.00 from the date of the violation until fourteen (14) days following the violation.~~

Effective July 1, 2017 – December 14, 2017

\$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$95.00 after 14 days;

\$115.00 after 30 days;

\$135.00 after 60 days

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;

\$145.00 after 30 days;

\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows: ~~\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

~~\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

~~\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days;

\$80.00 after 30 days;

\$100.00 after 60 days;

Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$105.00 after 14 days;

\$139.00 after 30 days;

\$173.00 after 60 days

7.5 Fines for all other parking violations are as follows:

~~\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$66.00 after 14 days;
\$92.00 after 30 days;
\$116.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

~~\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$50.00 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

Effective December 15, 2017

\$66.00 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$92.00 after 14 days;
\$116.00 after 30 days;
\$141.00 after 60 days

More than five (>5) violations per registered owner(s):

~~\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$50.00 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

Effective December 15, 2017

\$66.00 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$92.00 after 14 days;
\$116.00 after 30 days;
\$141.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits – ~~Employee Permit: A parking permit is available to Main Street employees for the China Bridge Parking for covered areas. The permit is not valid after 6:00 p.m. on both Friday and Saturday or during major events. Alternative parking areas may be provided for these events. The cost is \$150.00 annually, \$100.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$100.00 subject to approval by the Parking Manager. Verification of employment at a Main Street business is required to purchase this permit.~~

Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these

events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is ~~\$300.00~~ \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed ~~\$50.00~~ \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11am-5pm – FREE, no hourly max
5pm-Midnight – 1st hour FREE
\$3.00/hour after, no hourly max
Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11am-5pm – FREE, 4 hour max
5pm-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5pm – FREE, 24 hour max
5pm-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5pm – FREE, 72 hour max
5pm-Midnight – FREE, 72 hour max

South Marsac:

AM-5pm – FREE, 2 hour max
5pm-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11am-5pm – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6am-2am – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6am-2am – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11am-5pm – FREE-No hourly max

5pm-Midnight – 1st hour FREE
\$1.00/hour after free first hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11am-5pm – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5pm – FREE, no hourly max
5pm-Midnight – FREE, no hourly max

7.1112 Meter rates are as follows:

Effective July 1, 2017 – December 14, 2017

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. -11:00 p.m. daily.

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max
11am-5pm – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max
11am-5pm – \$1.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$1.50/hour

5pm-Midnight – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

~~Minimum purchase is 20 minutes with coin, parking card, and tokens.~~ No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

7.1213 In-car meter devices, Effective July 1, 2017 – December 14, 2017:

Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour. ~~As of December 15, 2017 in-car meter devices will no longer be an acceptable method of payment.~~

7.1314 Tokens are available for sale as follows, ~~Effective July 1, 2017 – December 14, 2017:~~

Up to 50 tokens:	\$0.50 each
50-299 tokens:	\$0.40 each (20% discount)
300 or more tokens:	\$0.35 each (35% discount)

~~Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.~~

~~Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.~~

7.1415 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

Memo

To: Kenzie Coulson, Park City

From: DIXON

Date: 7/6/2017

Re: Citation Rate Development and Recommendations

Citation Rate Development and Recommendations

Based on Park City's current fee schedule and a comparable cities comparison, DIXON has recommended the increased rates outlined in this memo. As part of the comparable cities, DIXON evaluated the following locations: Aspen, CO; Jackson, WY; Mammoth Lakes, CA; Provo, UT; Salt Lake City, UT; and Vail, CO. The selection of these locations considered proximity to Park City as well as type of city (i.e., ski resort, outdoor destination). The analysis first examined Park City's Fee Schedule and retrieved parking related citations. These citations are listed below:

- **Fines for meter violations**
- **Fines for time limit parking violations**
- **Fines for all other parking violations**
- **Fines for mobility disabled space violations**
- **Fines for special event parking violations:**
 - *Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations.*
 - *Fines for all other special event parking violations*

An outline of the dollar fine amounts associated with each of these citations is as follows. A complete fee escalation schedule is provided in Appendix A.

Type of Citation	1st Violation			
	<14-days	>14-days	>30-days	>60-days
Fines for meter violations	No fine			
Fines for time limit parking violations	\$20.00	\$50.00	\$70.00	\$90.00
Fines for all other parking violations	\$30.00	\$50.00	\$70.00	\$90.00
Fines for mobility disabled space violations	\$150.00	\$170.00	\$190.00	\$210.00
Fines for special event parking violations:				
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$170.00	\$190.00	\$210.00
<i>Fines for all other special event parking violations</i>	\$75.00	\$95.00	\$115.00	\$135.00

Table 1: Park City Fee Schedule for 1st Violation

Upon examination of the cities and the fees for the same or similar violations to Park City, it appears that Park City's penalty amounts are in many instances less than other cities. The citations that fall below other cities include, fines for meter violations (in which Park City has no penalty for one's first violation), fines for time limit parking violations, fines for illegally parked cars, fines for red curb, as well as the fine for illegally parking in a handicap space. Park City's current fine amounts are more reflective of Provo in a few cases. A complete breakdown of the comparable penalties is outlined below.

Type of Citation	Park City	Aspen	Salt Lake City	Vail	Jackson, WY	Mammoth Lakes	Provo
	<14-days	<14-days	<14-days	<14-days	<14-days	<14-days	<14-days
Fines for meter violations	\$0.00	\$10.00	\$25.00	\$65.00	\$30.00	\$45.00	n/a
Fines for time limit parking violations	\$20.00	\$30.00	\$25.00	\$50.00	\$70.00	\$45.00	\$30.00
Fines for illegally parked cars	\$30.00	\$50.00	\$40.00	\$50.00	\$70.00	\$45.00	\$25.00
Fine for illegally parking in handicap space	\$150.00	\$100.00	\$270.00	\$100.00*	\$220.00	\$250.00	\$125.00*
Fines for red curb (tentative)	\$30.00	\$50.00	\$145.00	\$65.00	\$70.00	\$75.00	\$30.00

Table 2: Parking Related Citation Fee Amounts for Comparable Cities

*Note: Implies that the citation amount has a fee escalation

As Park City continues to grow, its shoulder seasons are reduced, and the town is more often viewed as a year-round destination, parking will continue to be a valuable commodity. Therefore, it is necessary to ensure that individuals who park in Old Town are abiding by the parking rules and regulations. Parking enforcement is a needed element of paid parking to ensure compliance among the public. It is recommended that Park City increase its parking citation fine amounts as a tool to deter those who currently elude payment, time limits or other violations. The table below presents the proposed increase in parking citation fines. The fine escalation is equal to the percentage increase currently in place today. The full violation and fee escalation schedule can be found in Appendix A.

Type of Citation	Recommended Cost (1st violation)			
	<14-days	>14-days	>30-days	>60-days
Fines for meter violations	\$30.00	\$60.00	\$90.00	\$120.00
Fines for time limit parking violations	\$35.00	\$87.00	\$122.00	\$157.00
Fines for all other parking violations	\$40.00	\$66.00	\$92.00	\$116.00
Fines for mobility disabled space violations	\$270.00	\$305.00	\$338.00	\$373.00
Fines for special event parking violations:				
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$170.00	\$190.00	\$210.00
<i>Fines for all other special event parking violations</i>	\$145.00	\$145.00	\$145.00	\$145.00

Table 3: Proposed Parking Citation Fine Amount Increase

Appendix A

Parking, Meter Rates, Violations												
Type of Citation	1st Violation				2nd thru 5th Violation				> than 5 Violations			
	<14- days	>14- days	>30- days	>60- days	<14- days	>14- days	>30- days	>60- days	<14- days	>14- days	>30- days	>60- days
Fines for meter violations	No fine				\$20.00	\$40.00	\$60.00	\$80.00	\$40.00	\$60.00	\$80.00	\$100.00
Fines for time limit parking violations	\$20.00	\$50.00	\$70.00	\$90.00	\$20.00	\$50.00	\$70.00	\$90.00	\$40.00	\$60.00	\$80.00	\$100.00
Fines for all other parking violations	\$30.00	\$50.00	\$70.00	\$90.00	\$50.00	\$70.00	\$90.00	\$110.00				
Fines for mobility disabled space violations	\$150.00	\$170.00	\$190.00	\$210.00								
Fines for special event parking violations:												
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$170.00	\$190.00	\$210.00								
<i>Fines for all other special event parking violations</i>	\$75.00	\$95.00	\$115.00	\$135.00								

Table 4: Complete Park City Parking Citation Fee Schedule

Parking, Meter Rates, Violations												
Type of Citation	Recommended Cost (1st violation)				Recommended Cost (2nd thru 5th violation)				Recommended Cost > 5 violations			
	<14- days	>14- days	>30- days	>60- days	<14- days	>14- days	>30- days	>60- days	<14- days	>14- days	>30- days	>60- days
Fines for meter violations	\$30.00	\$60.00	\$90.00	\$120.00	\$35.00	\$70.00	\$107.00	\$143.00	\$70.00	\$105.00	\$139.00	\$173.00
Fines for time limit parking violations	\$35.00	\$87.00	\$122.00	\$157.00	\$35.00	\$87.00	\$122.00	\$157.00	\$70.00	\$105.00	\$139.00	\$173.00
Fines for all other parking violations	\$40.00	\$66.00	\$92.00	\$116.00	\$66.00	\$92.00	\$116.00	\$141.00				
Fines for mobility disabled space violations	\$270.00	\$305.00	\$338.00	\$373.00								
Fines for special event parking violations:												
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$170.00	\$190.00	\$210.00								
<i>Fines for all other special event parking violations</i>	\$145.00	\$145.00	\$145.00	\$145.00								

Table 5 Complete Park City Proposed Parking Citation Fee Schedule

Parking, Meter Rates, Violations								
Type of Citation	1st Violation							
	<14-days	<14-days	>14-days	>14-days	>30-days	>30-days	>60-days	>60-days
Fines for meter violations	No fine	\$30.00	No fine	\$60.00	No fine	\$90.00	No fine	\$120.00
Fines for time limit parking violations	\$20.00	\$35.00	\$50.00	\$87.00	\$70.00	\$122.00	\$90.00	\$157.00
Fines for all other parking violations	\$30.00	\$40.00	\$50.00	\$66.00	\$70.00	\$92.00	\$90.00	\$116.00
Fines for mobility disabled space violations	\$150.00	\$270.00	\$170.00	\$305.00	\$190.00	\$338.00	\$210.00	\$373.00
Fines for special event parking violations:								
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>	\$150.00	\$150.00	\$170.00	\$170.00	\$190.00	\$190.00	\$210.00	\$210.00
<i>Fines for all other special event parking violations</i>	\$75.00	\$145.00	\$95.00	\$145.00	\$115.00	\$145.00	\$135.00	\$145.00
Type of Citation	2nd thru 5th Violation							
	<14-days	<14-days	>14-days	>14-days	>30-days	>30-days	>60-days	>60-days
Fines for meter violations	\$20.00	\$35.00	\$40.00	\$70.00	\$60.00	\$107.50	\$80.00	\$143.00
Fines for time limit parking violations	\$20.00	\$35.00	\$50.00	\$87.00	\$70.00	\$122.00	\$90.00	\$157.00
Fines for all other parking violations	\$50.00	\$66.00	\$70.00	\$92.00	\$90.00	\$116.00	\$110.00	\$141.00
Fines for mobility disabled space violations								
Fines for special event parking violations:								
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>								
<i>Fines for all other special event parking violations</i>								
Type of Citation	> than 5 Violations							
	<14-days	<14-days	>14-days	>14-days	>30-days	>30-days	>60-days	>60-days
Fines for meter violations	\$40.00	\$70.00	\$60.00	\$105.00	\$80.00	\$139.00	\$100.00	\$173.00
Fines for time limit parking violations	\$40.00	\$70.00	\$60.00	\$105.00	\$80.00	\$139.00	\$100.00	\$173.00
Fines for all other parking violations								
Fines for mobility disabled space violations								
Fines for special event parking violations:								
<i>Egregious violations (i.e., obstructing traffic on Main Street or along bus routes)</i>								
<i>Fines for all other special event parking violations</i>								

Table 6 Combined Park City Citation Fee Schedule

Attachment D

Dixon Analysis - Parking Fees Comparable Cities								
Location	On Street Rates		Off Street Rates	Citation Cost				
				Time Limit	Expired Meter	Red Curb	Permit Required	Illegally Parked
Park City, UT	\$1.50 per hour		Free	\$20	Notice 1st \$20 After 2nd		\$30	\$30
City of Aspen, CO	Current Rates:	Summer Rates		\$30.00	\$10	\$50	\$50.00	\$50
	\$1.00 for 30min	\$1.00 for 30 Min	\$1.50 per hour					
	\$2.00 1st Hour	\$3.00 for 1st Hour	\$15.00 Daily Max					
	\$5.00 2nd Hour	\$7.50 for 2nd Hour	\$15.00 10-Visit Pass					
	\$9.00 3rd Hour	\$13.50 for 3rd hour	\$200 Monthly Pass					
	\$14.00 for 4 hours	\$21.00 for 4th Hour	\$15.00 Lost Ticket Fee					
Salt Lake City, UT	\$2 per Hour.		\$1-4 per hour	\$25	\$25		\$25	\$40
	2 Hour Max		\$10-20 max					
City of Jackson, WY	Free		Free	\$70	\$30	\$70	N/A	\$70
City of Vail, CO	Free ONLY when lots fill up		Free - 0 to 2hrs	\$50	\$65	\$65	\$50	\$50
			\$15 - 2 to 3 hours					
			\$20 - 3 to 4 Hours					
			\$25 - 4 to 24 hours					
City of Mammoth Lakes, CA	Not Allowed b/w Nov-April		\$8 for 1 day	\$45	\$45	\$75	N/A	\$45
			\$8 additional for overnight					
City of Provo, UT	Free		Free	Initial \$30	N/A	\$30	\$30	\$25
				Within 6-11 Days \$60	N/A	\$60	\$60	\$50
				After 11 Days \$90	N/A	\$90	\$90	\$75



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City has purchased land for open space, placed conservation easements on parcels, and worked to secure land from development. This land draws carbon out of the atmosphere and sequesters it into the soil. Park City Sustainability staff, working with a local consultant, has developed a tool that:

- quantifies the carbon stored in our open space and conservation easement
- identifies the annual rate of carbon sequestration,
- forecasts management techniques to increase the rate of sequestration.

Staff is requesting feedback from Council on the carbon tool.

Respectfully:

Luke Cartin, Environmental Sustainability Manager

City Council Staff Report



Subject: Carbon Critical Priority Update – Carbon Sink Study
Author: Luke Cartin
Department: Sustainability
Date: July 20th, 2017
Type of Item: Informational

Executive Summary

Park City has purchased land for open space, placed conservation easements on parcels, and worked to secure land from development. This land draws carbon out of the atmosphere and sequesters it into the soil. Park City Sustainability staff, working with a local consultant, has developed a tool that:

- quantifies the carbon stored in our open space and conservation easement;
- identifies the annual rate of carbon sequestration; and
- forecasts management techniques to increase the rate of sequestration.

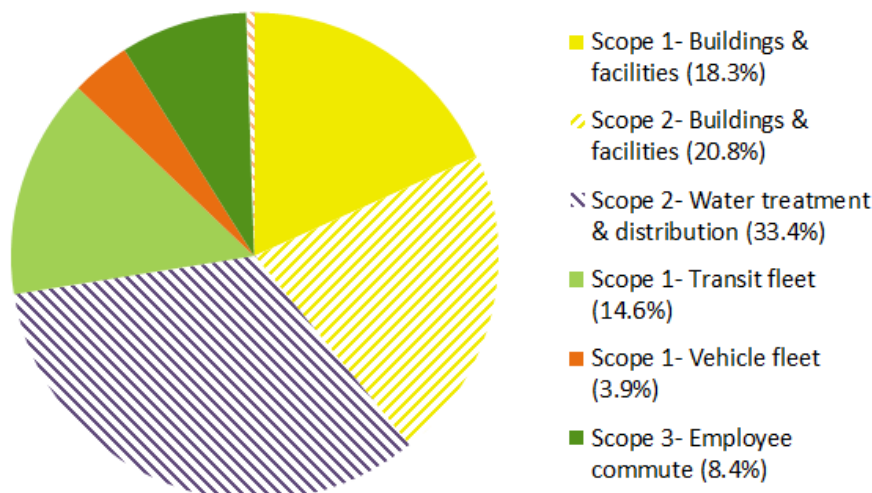
Staff is requesting feedback from Council on the carbon tool.

Background

- On September 24, 2015 City Council discussed elevating Energy to a Critical Priority and to potentially set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. ([link](#))
- March 25, 2016, City Council adopts Resolution 04-16 that sets the goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. ([link](#))
- On March 9, 2017 Park City's Municipal Operation Carbon Footprint was presented to City Council. ([link](#))

Park City Municipal Operation Footprint

Park City's Municipal Operation Footprint is 16,697 Metric Tons for the 2016 calendar year.



- Scope 1 emissions are fuels burned on site (diesel, gasoline, natural gas).
- Scope 2 is electricity produced for city operations.
- Scope 3 is business travel and employee commuting.

The footprint is calculated using ICLEI's ClearPath tool.

Park City Community-Wide Footprint

Park City has contracted with Lotus Sustainability to compile community-wide carbon footprint. This is expected to be completed early fall 2017.

The Problem

Park City's 2022 (municipal operations) and 2032 (community-wide) carbon goals are ambitious. The City has taken large steps to reduce its carbon footprint, including energy efficiency, electric busses, and joint cooperative clean energy agreement with the utility. Many of these efforts are focused on reducing or eliminating our carbon footprint. There are challenges and constraints to move all of these carbon sources to zero.

An example would be the employee commuting footprint. Not all of our employees can live within walking distance. Our transit is on an aggressive path to electrify their fleet, and many of our employees carpool or use UTA van-share. Even with these steps, getting this footprint to zero is logistically impossible. The City needs a way to use carbon sinks or other means to negate some of the carbon footprint.

The Carbon Tool

Park City staff researched existing tools for quantifying carbon sinks. A tool that could quantify Park City's diverse ecosystems' carbon sinks was not discovered. Park City Sustainability team contracted with Climate and Sustainability Strategies, LLC. This firm was selected due to their local knowledge, understanding of complex carbon reporting, and academic rigor of their approach.

First, the team compiled a list of all city-owned, deed-restricted, or parcels the city contributed funds. The list of parcels was then split between non-suitable (roads, parking lots, buildings) and suitable (open space, parks, golf courses, conservation easements). The suitable parcels were then organized by location and size.

Parcels with conservation easements were reviewed with the land conservancy agency that was contracted to provide conservation reports. Utah Open Lands and Summit Land Conservancy staff provided species lists and coverage type of each parcel. If the parcel was not held in a conservation easement, a combination of remote analysis and site visits was used to calculate plant coverage by species.

The carbon sequestration rates at a species level (single tree) and eco-system level (forest/large area) were collected from many resources (Appendix 1). These rates were then applied to each parcel.

Carbon sink value is calculated by:

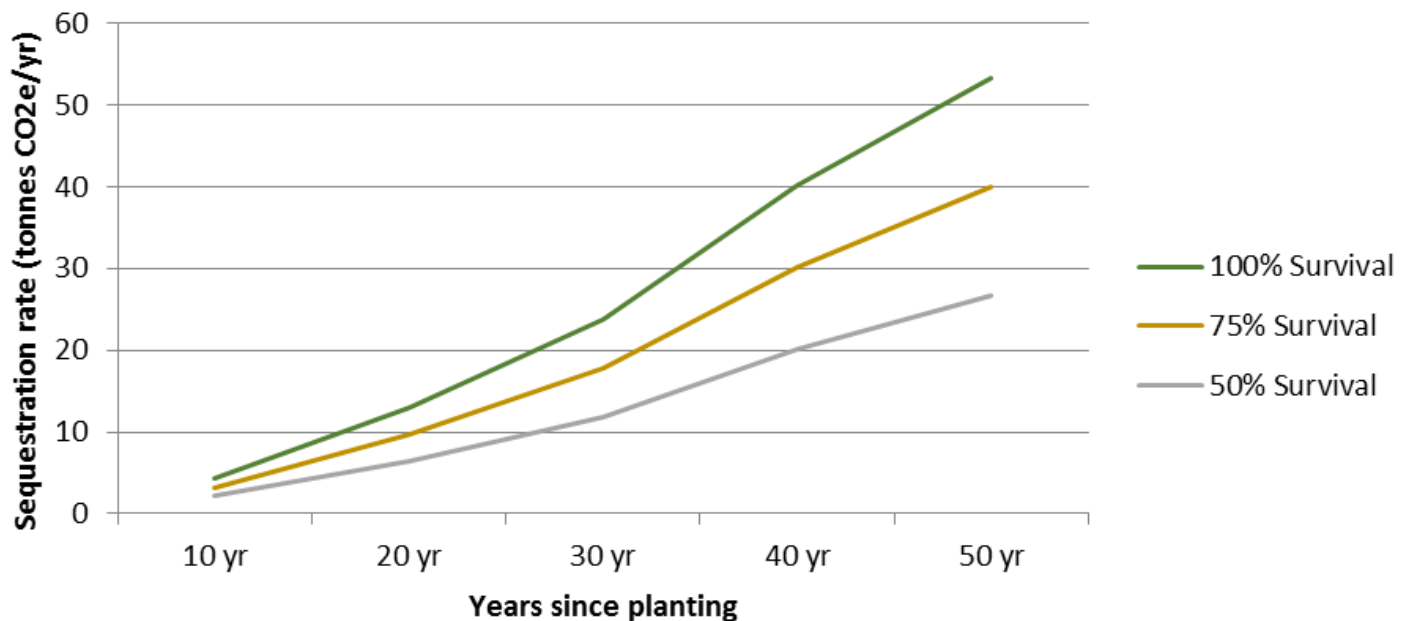
Sequestration Rate of Plant type x Coverage x size of parcel

Example:

Aspen Forest 0.625 tons/year/acre x 80% coverage x 10 acres = 5 tons/year

The tool can forecast the future potential sequestration of tree planting or land management decisions. Factors such as years of growth and mortality rate can be added in to adjust the anticipated sequestration rate.

Ability Center Tree Planting - Carbon Seq/yr



Example graph of forecasting tool

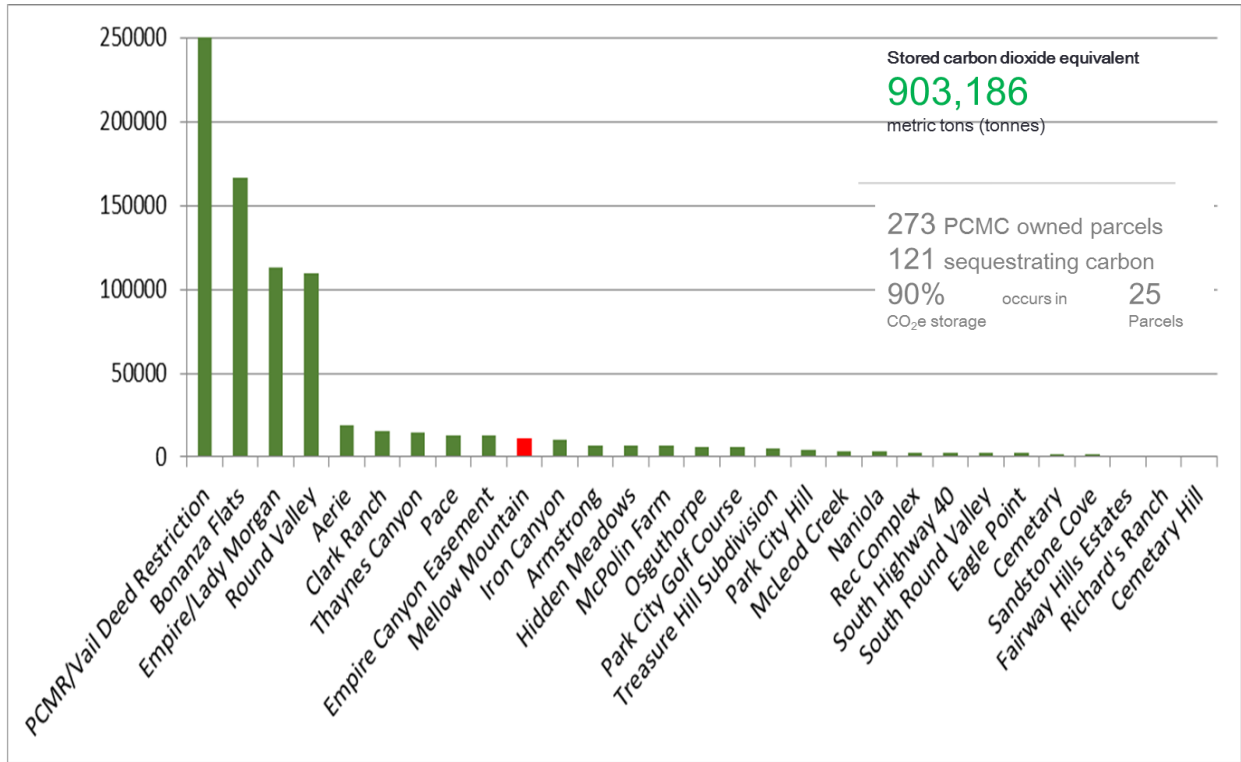
Results

The tool has been reviewed by city staff, Citizens Open Space Advisory Committee, Summit Land Conservancy staff, and Utah Open Lands staff. Input from these stakeholders is helping to refine the tool. City staff is also working with universities, state and federal government, and other resources from around the world to update with the most up-to-date research.

The results below are meant to help staff understand what Council views as appropriate to include, identify gaps, and help refine the tool for use with the carbon goals.

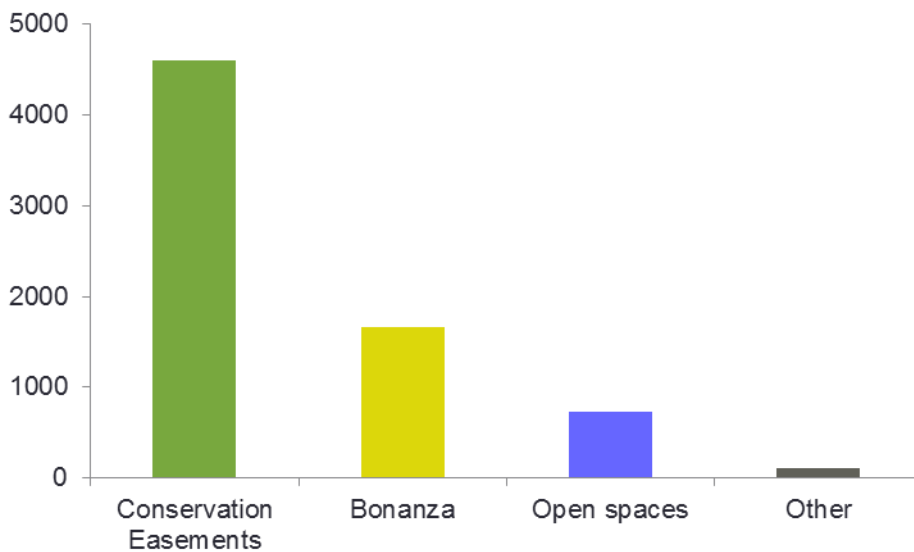
Currently stored on site:

The lands examined for the carbon tool have 903,186 metric tons of carbon stored on-site. Over 90% of the carbon storage occurs on 25 parcels.



Annual Storage Rate:

The annual rate of carbon storage is approximately 7,868 tons per year. This includes the Bonanza Flats acquisition.



Feedback Requested from City Council

This new tool is made to spark discussion around what is appropriate to consider for our carbon goals. A few questions to consider:

- Can the City apply carbon sinks from conservation easements, purchased lands, parks and other lands to their carbon goals? Is it appropriate to apply to the 2022 or 2032 goal?
- Could a city project use a tree planting or land purchase to offset the carbon footprint of a project or operation?
- Could the City use private lands to achieve goals?
- Could the City use City-owned lands outside of City limits?
- What types of validation of carbon sink values would the City need? University-level? Government? Non-profit?

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

Attachment 1. Sources of carbon sink values

Data/Process	Source	Location
Carbon Data Derived From:		
<u>Individual Tree Variables</u>		
Individual Tree seq. rate	https://www3.epa.gov/climatechange/Downloads/method-calculating-carbon-sequestration-trees-t	Pages 7-9
Individual Tree biomass factor	http://www.webpages.uidaho.edu/for274new/Assignments/2013/Ter-Mikaelian%20and%20Korzukh	Appendix A
<u>Groundcover Carbon Variables</u>		
Alfalfa seq. rate	http://www.sciencedirect.com/science/article/pii/S0167198706000523	
Grasslands biomass factor	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 7, Table 9.1
Grasslands seq. rate	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 8, Section 9.4.2.1
Sage shrubland biomass factor	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 7, Table 9.1
Sage shrubland seq. rate	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 8, Section 9.4.2.1
Oak shrubland biomass factor	https://www3.epa.gov/climatechange/Downloads/method-calculating-carbon-sequestration-trees-t	Page 8, Table 2
Oak shrubland seq. rate	https://www3.epa.gov/climatechange/Downloads/method-calculating-carbon-sequestration-trees-t	Page 8, Table 2
Wetlands biomass factor	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 7, Table 9.1
Wetlands seq. rate	https://pubs.usgs.gov/pp/1797/pdf/pp1797_Chapter9.pdf	Page 8, Section 9.4.2.1
<u>Forest Carbon Variables</u>		
Douglas Fir Forest biomass factor	https://www.fs.fed.us/climatechange/documents/NFSCarbonMethodology.pdf	Page A-15, Table A-2
Douglas Fir Forest seq. rate	https://www.nrs.fs.fed.us/pubs/gtr/gtr_wo059.pdf	Page 48, Table 2.16
Quaking Aspen Forest biomass factor	https://www.fs.fed.us/climatechange/documents/NFSCarbonMethodology.pdf	Page A-15, Table A-2
Quaking Aspen Forest seq. rate	https://www.nrs.fs.fed.us/pubs/gtr/gtr_wo059.pdf	Page 47, Table 2.15
Riparian Forest biomass factor	https://www.fs.fed.us/climatechange/documents/NFSCarbonMethodology.pdf	Page A-15, Table A-2
Riparian Forest seq. rate	https://www.nrs.fs.fed.us/pubs/gtr/gtr_wo059.pdf	Page 44, Table 2.14
<u>Species Data:</u>		
Species Area List	Sara Jo Dickens @ Summit Land Conservancy	
Species at Risk	Utah Division of Wildlife Resource Maps (https://dwr.cdc.nr.utah.gov/ucdc/Links/maps.htm)	
<u>General:</u>		
Documenting Parcel Serial Numbers & Acreage	Summit County GIS Parcel Reference Map	
Locating Open Spaces & Conservation Easements	Park City GIS (using layers: city boundary, city owned, open spaces, conservation easements)	
Assessing Parcel Vegetation	Sara Jo @ Summit Land Conservancy (CEs), Google Earth, Summit County GIS Parcel Reference Map	



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

In an effort to more efficiently and effectively plan, design, construct and maintain capital improvements by the various departments, staff formed the CIP Project Management Task Force to identify deficiencies, as well as inconsistencies in the existing processes utilized by project managers, to better align processes for both vertical (e.g. library, the MARC) and linear projects (e.g. water lines, roads), and recommend “best practices” to be utilized by Project Managers going forward.

The Task Force identified common practices, defined and outlined standard processes and nomenclature for phases in both vertical and linear projects in order to provide clarity and a framework of the capital project development process for staff, Council and the public. The framework better defines the process of individual projects and how they relate to the overall CIP for phasing, funding, budgeting and scheduling. These best practices help meet Council’s desired outcomes of being fiscally sound and providing well maintained assets and infrastructure towards the goal of an Engaged and Effective Government and Citizenry.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council Staff Report



Subject: Capital Improvement Projects Development Process
Author: Matthew A. Twombly
Department: Sustainability
Date: July 20, 2017
Type of Item: Informational

Summary Recommendation

Staff recommends the City Council consider the informational update on the capital improvement project development process “best practices” document developed collaboratively by the Capital Improvement Projects Project Management Task Force.

Executive Summary

In an effort to more efficiently and effectively plan, design, construct and maintain capital improvements by the various departments, staff formed the CIP Project Management Task Force to identify deficiencies, as well as inconsistencies in the existing processes utilized by project managers, to better align processes for both vertical (e.g. library, the MARC) and linear projects (e.g. water lines, roads), and recommend “best practices” to be utilized by Project Managers going forward.

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Acronyms

CIP Capital Improvement Program
PCMC Park City Municipal Corporation

The Opportunity

Having a best practices framework will enable project managers to be more efficient, effective and provide clarity to the capital project development process within the City’s Capital Improvement Program and budget. The goal of the best practices is help align project budgets during the project development process and help minimize contract change orders during construction.

Background

In July of 2016 after the adoption of the 2017 fiscal year budget process for the Capital Improvement Program (CIP), a number of projects still early in the design phase were seeing changes in scope, schedule and budgets. The City Manager requested that staff

investigate how CIP projects are implemented by project managers. Staff formed the CIP Project Management Task Force in order to look at existing project management across departments and how projects are developed in relation to the CIP budget.

The Task Force was headed by Matt Twombly with the assistance of Anne Laurent, Roger McClain, Alfred Knotts and Nate Rockwood. For purposes of efficiency, that group discussed and drafted CIP Project Guidelines to bring to the larger group for discussion. The larger CIP Project Management group included all of the aforementioned individuals plus Ken Fisher, Jonathan Weidenhamer, Scott Robertson, Clint McAfee, Matt Dias, Clint Dayley, Blake Fannesbeck, Mark Harrington, Polly Samuels McLean, Matt Cassel, Heinrich Deters, Tom Daley, Dave Gustafson, Lori Collett, Rebecca Gillis, Troy Dayley, and Diane Foster.

Alternatives for City Council to Consider

No alternatives are necessary as this is an informational update to Council.

Analysis

From the outset, the task force determined that project development or management was performed fairly consistently with standard practices, although there are differing styles across departments within the City's decentralized system. The goals of the task force was not to centralize the project management process, but rather help provide a common framework to assist with project development, better align project development with the CIP budget process, and assist with public and Council engagement.

There are two distinct processes in the development of capital projects: Linear and vertical projects. The linear projects are roadway or water line type projects and vertical are building projects. They each have their own terminology, milestones and their processes are slightly different. There are definite similarities especially where both types of projects are tied to the overall CIP budget and require Council authorization at certain stages in order to proceed forward.

The flow charts outline key stages where budget, scope and schedule will determine if additional review or additional work (design, analysis...) is required prior to moving forward in the process. Additional review or additional work often requires additional expense and time to a project. The flow charts also portray the stages for public involvement versus public information which usually transition following approval of a preferred alternative and the production of final drawings for bidding.

One of the key components of the work with the task force was the incorporation of a phase worksheet in the CIP budget system for new and larger projects. Having a phased budget request helps determine funding and timing of large CIP projects. For the fiscal year 2018 CIP Budget Process new requests incorporated a phase worksheet broken down by:

- Scoping/Conceptual Design Costs;
- Soft Costs;
- Construction Costs; and

- Contingency

Again, the overall goal of the best practices is to provide a clearer, more efficient and effective CIP project delivery process. After a little refinement to the best practices document, staff will seek to publish these in the Employee Portal as a resource for staff.

Department Review

This report has been reviewed by Sustainability, City Attorney's Office, Budget, and City Manager. The CIP Project Management Task Force: Alfred Knotts, Anne Laurent, Roger McClain, Nate Rockwood, and Matt Twombly.

Attachment

Exhibit A: New Capital Project Development Process

Exhibit A



Capital Project Development Process

Introduction

Implementation of Park City Municipal's Capital Improvement Projects (CIP) requires collaboration between various City departments. In an effort to more efficiently and effectively plan, design, and construct vertical and linear capital improvements by the various departments, staff formed the CIP Project Management Task Force to identify deficiencies in the existing processes utilized by Project Managers (PM), to better align processes/phases for both vertical and linear projects, and recommend "best practices" to be utilized by Project Managers going forward.

The CIP PM Task Force believes implementation of the "best practices" outlined in this Executive Summary will lead to better coordination and predictability in project delivery schedules, assist with project scoping, control cost, and assist with public and Council engagement. Lastly, the intent of developing these "best practices" is also to assist in prioritization of projects given limited fiscal and human resources.

Tasked with the development of a more efficient and defined Project Delivery Process (PDP) process to implement CIP, the Task Force shared the vision of a common framework based upon standard protocols and processes. Their efforts have resulted in the development of the specific framework elements and collaborative interaction protocols between departments.

Overview

The proposed PDP was developed to facilitate expeditious and cost effective implementation while preserving the culture of interdependence within City departments.

More specifically the PDP was developed to:

- Provide for a common understanding of the requisite strategic steps necessary to deliver a capital project.
- Identify key interaction points throughout the PDP where interaction between departments, Council, CIP committee, and the public need and should occur.
- Assist in achieving the objective of identifying roles and responsibilities during the PDP.
- Assist in the establishment of expectations and outcomes associated with projects.

- Be used as strategic tools for project planning and delivery.
- Develop more comprehensive project scopes that more expeditiously achieve Council goals and priorities

The Task Force recognized that, while the PDPs utilized by the various PMs were similar and followed general project management principles, these processes also contained a number of inherent differences, especially in regards to vertical (i.e library, police station, etc.) and liner projects (trails, streets, water line, etc.). To provide for continuity between these two primary project types, the Task Force developed separate PDPs for both vertical and liner projects outlined below. In addition to standardizing processes, the intent was also to standardize phasing and nomenclature for better internal and external clarity.

Phases in a Project Delivery System/Project Development Process – Vertical

- Scoping/Programming
- Site Assessment/Selection (if applicable)
- Concept Design
- Schematic Design
- Design Development (could include Concept and Schematic Design Phases for small projects)
- Regulatory Approvals/Permitting
- Construction Plans (100%)
- Bid/Award
- Construction/Construction Administration
- Punchlist/Project Closeout
- Relocation/Occupancy (if applicable)

Phases in a Project Delivery System/Project Development Process – Linear

- Scoping/Purpose and Need
- Planning
- Preliminary Engineering/Environmental Clearance
- Permitting
- ROW/Utility Certification
- PS&E /Final Design
- Bid and Award
- Construction Administration/Construction Punchlist/Project Closeout

A complete definition of each phase and description of deliverables and task for vertical and linear projects can be found in Attachment A. Attachment B includes flow charts for project development process for both vertical and linear projects. The flow charts identify the customary steps and points where Council and the public will review a project. The critical path identifies if a project meets Budget, scope and schedule; and how the critical path aligns with the CIP Budget process.

ATTACHMENT A



Phases in a Project Delivery System/Project Development Process – Linear

- Scoping/Purpose and Need
- Planning
- Preliminary Engineering/Environmental Clearance
- Permitting
- ROW/Utility Certification
- PS&E /Final Design
- Bid and Award
- Construction Administration/Construction Punchlist/Project Closeout

Definition Phase and Typical Deliverables

Scoping Phase: Within this phase, the scope of work for the project should become generally defined which includes defining the project limits, outlining the project's goals and objectives and includes the development of a work plan to complete the Project. The budget is generally defined and typically only includes adequate funding to develop a reasonable range of alternatives, including the development of a preferred alternative.

Movement into the planning and final design and subsequent construction is where budget refinement will occur.

Scoping Phase Deliverables:

- Scoping Notice/Purpose and Need Statement
- Budget (planning level)
- Work Plan, including schedule

Planning Phase: The planning phase consists of gathering existing conditions information and the development of an actual range of alternatives to be evaluated against the purpose and need of the project. To streamline the planning process, the environmental documentation should begin as alternatives are being formulated, so that alternatives that surface during the environmental scoping process can be included in the environmental analysis.

Planning Phase Deliverables:

- Existing Conditions Report
- Formulating and Evaluating Alternatives Memorandum, including 10% schematic/concept level design
- Work Plan Amendments

- Budget Amendment

Preliminary Engineering/Environmental Clearance

Preliminary engineering consists of developing the agreed upon range of alternatives to approximately 30% design. 30% design is necessary to not only ensure the feasibility/constructability of a Project but to also adequately evaluate and mitigate reasonably foreseeable environmental impacts. This requires technical studies to be complete (i.e. utility mapping, floodplain, geotechnical, hydrology/hydraulics, traffic, air quality, noise, visual/scenic) and specialist reports (biological assessments, Phase 1 ESA, cultural/historic inventory, Section 4(f), Section 6(f), wetland delineation). This is the phase where the Least Environmentally Damaging Practicable Alternative/Preferred Alternative is identified and becomes the “proposed action.” High-level construction estimates are also developed based on the preliminary engineering for each alternative.

The environmental process includes completing the environmental document, the start of the permit process for the preferred alternative, and beginning the right-of-way work. Once environmental documentation is in place, the right-of-way acquisitions can begin, utility relocation, as well as final design.

Preliminary Engineering/Environmental Clearance Phase Deliverables:

- 30% design and preliminary engineering and construction estimates
- Technical and specialist reports
- Environmental document/analysis
- Work Plan Amendments
- Budget Amendment

Permitting Phase:

Following identification and selection of the preferred alternative and associated project approval the permitting process for the preferred alternative can now proceed for all necessary local, state, and federal permits. Depending on the permit, additional design and engineering may be required which typically should not exceed 60% design. Project modifications may be required to avoid or lessen environmental impacts, reduce cost, or achieve additional project goals and objectives. Significant modifications may require supplements to environmental studies including a formal addendum to the environmental document. Construction estimates are refined based on the 60% design and typically includes a 15 – 20% contingency. Overall construction, including construction engineering/inspection, should be finalized. If estimate, with contingency, exceeds budget a Value Analysis/Value Engineering step should be considered.

Permitting Phase Deliverables:

- 60% plans, preliminary engineering and construction estimates
- Draft Construction Specifications/Design Report
- Draft and Final Permits
- Work Plan Amendments
- Budget Amendment

ROW/Utility Certification Phase:

Right-of-way (ROW) and utilities present significant design issues that need to be resolved. During the previous phases ROW and aerial, surface, and subsurface utilities are identified and mapped. Following environmental clearance ROW and utility relocation negotiations can proceed with the public and/or private owner. The resolution of any issues can result in utility relocations, project re-design, or both. This typically occurs concurrently with the development of 60% level plans for inclusion.

ROW/Utility Certification Phase Deliverables

- 60% plans and construction estimates
- Draft Construction Specifications/Design Report
- Preliminary Title Reports
- Appraisals
- Legal Descriptions
- Updated Utility maps
- Fee Title or easement recorded

Final Design

In order to bid on a project, a detailed set of plans needs to be developed that tell a prospective contractor what is to be built, where it is to be built, and, if relevant, how to build it. These components comprise the plans and specifications. The third component, the estimate, is made up of an itemized listing or summary of what is to be built by bid item. These can also be referred to as "Construction Drawings."

When the project engineer attaches a price to these items, this becomes an estimate of the cost to build the project. The plans consist of layouts, cross sections, elevations, and enough details to bid on and control the work to be performed. It is analogous to a set of house plans where every detail, down to where the traffic stripes need to go, how wide the stripe is, what color, etc., is shown.

It should be noted, this may require a 90% submittal to incorporate all final comments from affected external agencies and internal departments. Following inclusion and/or response to these comments 100% plans, specifications, and estimate are finalized and packaged for advertisement. Estimate is finalized with 10-15% contingency.

Final Design Deliverables:

- 90% plans and construction estimates (if applicable)
- Final Draft Construction Specifications/Design Report (if applicable)
- 100% plans, specifications, estimate, and Final Design Report

Bid and Award Phase

At this stage, design is complete. The complete plans and specifications are once more reviewed to verify that the package contains full, complete, and accurate plans, specifications and estimates of cost, to enable any competent contractor or other builder to carry them out. City Engineer, Public Utilities Director, Public Works Director, or authorized Project Manager

then assembles the PS&E into a bid package by adding boilerplate specifications and bidding instructions and this package is advertised to potential contractors.

Projects are then advertised and the bid packages made available to prospective bidders for a length of time commensurate with the complexity of the work, typically three to six weeks. Contractors assemble their bid package, which include prices, subcontractors, bonds, and possibly time frame (if required) and submits sealed packages. All the bids are opened publicly at predetermined times.

After bids have been opened, the City Engineer, Public Utilities Director, Public Works Director, or authorized Project Manager reviews the bidding process and recommends approval and award to the lowest responsive/responsible bidder.

Bid and Award Phase Deliverables

- Bid Advertisement and Legal Notice, including Affidavit
- Contractor Bids
- Notice of Intent to Award
- City Council Action
- Executed Contract

Construction/Construction Engineering Phase:

While the construction phase technically begins at bid award and moves through project completion it is recommend the actual construction be broken out for budgeting purposes and to assist with effective Project Management. Project objectives, conditions and regulatory requirements established during the project planning, environmental, permitting, ROW/utility, and design phases need to be properly monitored and implemented during the construction phase.

Project owners often administer project construction with staff specializing in construction engineering/inspection. These staff members are often different individuals then those who originally participated in the project development phase of the project as to monitor and document that the project is constructed consistent with construction plans and specifications. Conversely, if the project cannot be constructed consistent with the construction plans and specifications then it is imperative this this also documented to protect the owner from any errors and omissions that may result in change orders and/or delay claims.

Construction/Construction Engineering Phase Deliverables:

- Contractor Bonds and Insurance
- Notice to Proceed
- Contractor Submittals
- Material Testing Reports
- Inspection logs
- Certified Payroll
- Pay Estimates/Progress Payments

Project Closeout/Post Construction:

During Project Closeout, a project is considered “substantially complete” with only items identified during the “punch list” walk and landscaping/vegetation establishment to be complete. Following completion of these minor outstanding items, the resident engineer prepares the final construction project records. The project is not complete until the final contract estimate, project history file and as-built plans are completed, final ROW activities completed, claims are resolved and permit conditions/mitigation is completed. These items may take months or years (i.e. vegetation establishment) following the actual construction of the project.

Project Closeout/Post Construction Deliverables:

- Project History File/Records
- As-Built Plans
- Notice of Completion/Release of Bonds
- Year 1 Monitoring Plan (if applicable)
- Year 2 Monitoring Plan (if applicable)

Phases in a Project Delivery System/Project Development Process – Vertical

- Scoping/Programming (if applicable)
- Site Assessment/Selection (if applicable)
- Concept Design (if applicable)
- Schematic Design
- Project Delivery Determination
- Design Development (could include Concept and Schematic Design Phases for small projects)
- Regulatory Approvals/Permitting
- Construction Documents
- Bid/Award
- Construction/Construction Administration
- Punchlist/Project Closeout
- Relocation/Occupancy (if applicable)

Scoping/Programming

Scoping Phase: Within this phase, the scope of work for the project should become generally defined which includes defining the project limits, outlining the project's goals and objectives and includes the development of a work plan to complete the Project. The budget is generally defined and typically only includes adequate funding to develop a reasonable range of alternatives, including the development of a preferred alternative.

Movement into schematic design and subsequent construction is where budget refinement will occur.

Scoping Phase Deliverables:

- Scoping Notice/Purpose and Need Statement

- Budget (planning level)
- Work Plan, including schedule

Site Assessment/Selection (if applicable)

Site Assessment/Selection or feasibility studies are preliminary studies undertaken in the very early stage of a project. They tend to be carried out when a project is large or complex, or where there is some doubt or controversy regarding the proposed development. The Site Assessment may include physical surveys, easements, zoning, access, ownership, procurement, geotechnical studies and other environmental assessments. Different solutions may be considered and analysis performed to determine moving into Concept or Schematic Design for the proposed development. Site Assessment may be combined with Scoping and or Concept Design.

Concept Design

Concept design phase represents the design team's initial response to the scoping and site assessment phases. Concept design also outlines the data gathered in the scoping and site assessment phase. Often Concept Design is combined with the Scoping and Site Assessment or with the Schematic Design Phases. Concept Design begins to put the project into a context of bulk, scale, mass and general appearance onto the site. It begins to develop the ideas into a guiding approach to the project.

Schematic Design

During the schematic design phase an architect consults with the owner to determine project goals and requirements. Often this determines the program for the project. The program, or architectural program, is the term used to define the required functions of the project. It should include estimated square footage of each usage type and any other elements that achieve the project goals. During schematic design, an architect commonly develops study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review. Schematic design also is the research phase of the project, when zoning requirements or jurisdictional restrictions are discovered and addressed. This phase produces a final schematic design, to which the owner agrees after consultation and discussions with the architect. Costs are estimated based on overall project volume. The design then moves forward to the design development phase. Deliverables: Schematic design often produces a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer images, renderings, or models. Typically the drawings include overall dimensions, and a construction cost is estimated. Note: The contract may actually spell out what is to be delivered.

Project Delivery Determination

At a point prior to Design Development it should be determined whether to procure the Contractor in the traditional manner of Design-Bid-Build or through the Construction Manager/General Contractor (CMGC) method (allowed by State Code). The CMGC or Construction Manager at Risk (CMAR) is hired on during the design to collaborate with the architects, engineers, and the owner to more accurately determine the budget before the construction manager bids the project to keep within budget. The construction manager may also bid on portions of the work as a subcontractor. There are pro's and con's to each. The CMGC process can be faster as the contractor has already been selected. Often better quality

as the CM is hired through a qualifications based selection. The traditional Design-Bid-Build can often lead to more competitive prices. The more competitive price may lead to shortfalls in quality of subcontractors and the desire to make up the low bid profits with change orders.

Design Development

Design development (DD) services use the initial design documents from the schematic phase and take them one step further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details. Typically referred to as DD, this phase results in drawings that often specify design elements such as material types and location of windows and doors. The level of detail provided in the DD phase is determined by the owner's request and the project requirements. The DD phase often ends with a formal presentation and approval by the owner. Deliverables: Design development often produces floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications.

Regulatory Approvals/Permitting

Regulatory approvals and permitting vary greatly on the type of project. There are many Planning regulations and permitting including Subdivision, Zoning, Master Plan Development, Conditional Use Permits and Historic District Design Review. City Building, Engineering and Environmental Departments also require permits. There are also State and Federal permits depending on the project. Approvals and permitting also vary on the level of detail of drawings. Some approvals are necessary during the Design Development phase while others may require Construction Document level drawings for approval.

Construction Documents

The next phase is construction documents (CDs). Once the owner and architect are satisfied with the documents produced during DD, the architect moves forward and produces drawings with greater detail. These drawings typically include specifications for construction details and materials. Once CDs are satisfactorily produced, the architect sends them to contractors for pricing or bidding, if part of the contract. The level of detail in CDs may vary depending on the owner's preference. If the CD set is not 100- percent complete, this is noted on the CD set when it is sent out for bid. This phase results in the contractors' final estimate of project costs. "Qualifications-Based vs. Low-Bid Contractor Selection." Deliverables: The construction document phase produces a set of drawings that include all pertinent information required for the contractor to price and build the project. Building Permit review usually requires 100% complete drawings. The permit set will usually require some editing before permit issuance.

Bid/Award

The first step of this phase is preparation of the bid documents to go out to potential contractors for pricing. The bid document set often includes an advertisement for bids, instructions to bidders, the bid form, bid documents, the owner-contractor agreement, labor and material payment bond, and any other sections necessary for successful price bids. For some projects that have unique aspects or complex requirements, the architect and owner elect to have a pre-bid meeting for potential contractors. Projects may also be delivered with a CM/GC process (see Project Delivery above). After bid sets are distributed, both the owner and architect wait for bids to come in. The owner, with the help of the architect, evaluate the bids and select a winning bid. Any negotiation with the bidder of price or project scope, if necessary, should be done

before the contract for construction is signed. The final step is to award the contract to the selected bidder with a formal letter of intent to allow construction to begin. Deliverables: The final deliverable is a construction contract. Once this document is signed, project construction can begin.

Construction/Construction Administration

Contract administration (CA) services are rendered at the owner's discretion and are outlined in the owner-architect construction agreement. Different owner-architect and contractor agreements require different levels of services on the architect's part. CA services begin with the initial contract for construction and terminate when the final certificate of payment is issued. The architect's core responsibility during this phase is to help the contractor to build the project as specified in the CDs as approved by the owner. Questions may arise on site that require the architect to develop architectural sketches: drawings issued after construction documents have been released that offer additional clarification to finish the project properly. Different situations may require the architect to issue a Change in Services to complete the project. Deliverables: A successfully built and contracted project.

Project Closeout

During Project Closeout, a project is considered "substantially complete" with only items identified during the "punch list" walkthrough with the Architect and Owner's representatives. Following completion of these minor outstanding items, the contractor prepares and submits the final construction project records to the architect. The project is not complete until the final contract payment, project history file and as-built plans are completed, final punchlist activities completed, claims are resolved and any permit conditions are completed. These items may take months or years (i.e vegetation establishment) following the actual construction of the project.

Project Closeout/Post Construction Deliverables:

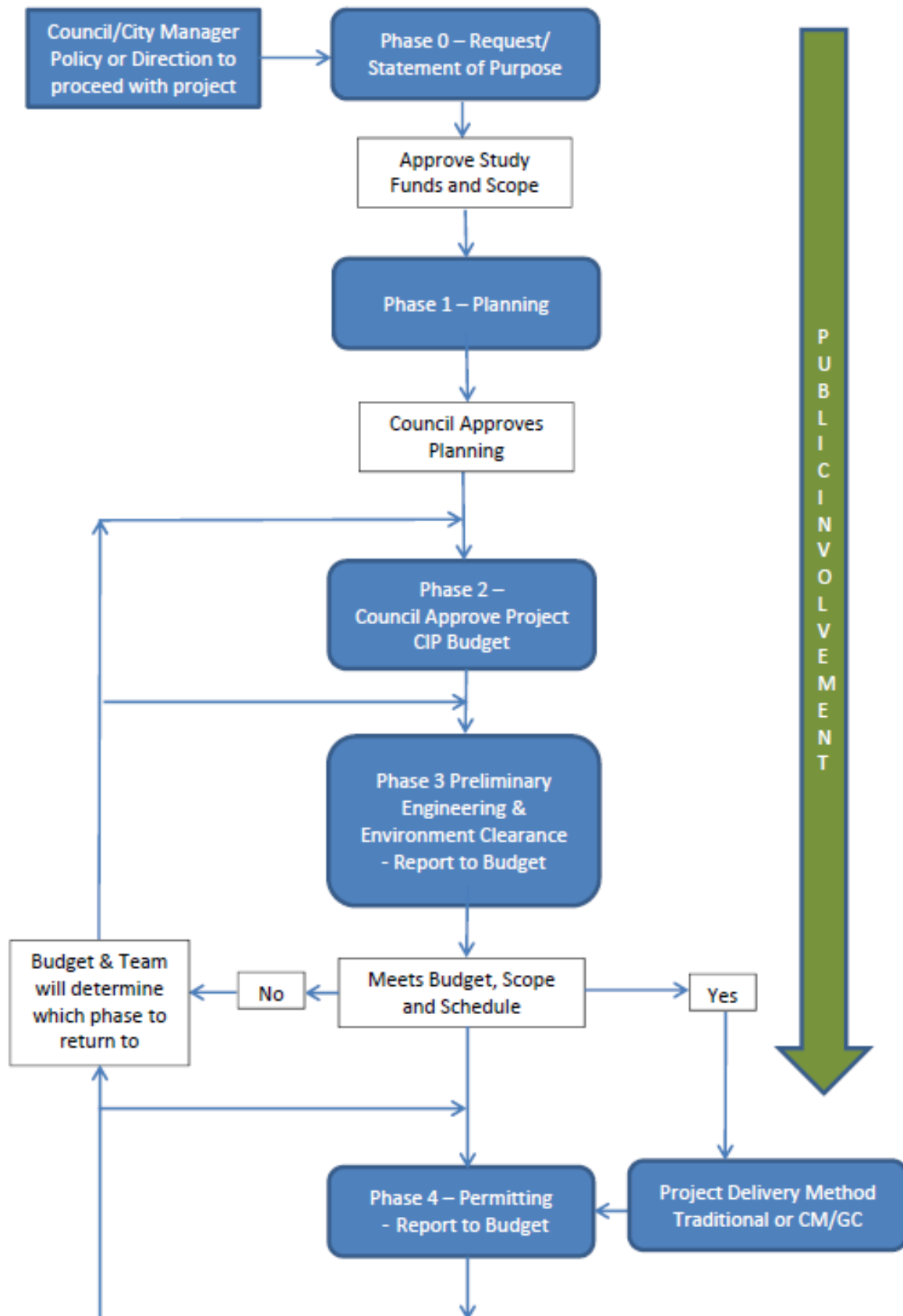
- Project History File/Records
- Warranty Information
- As-Built Plans
- Notice of Completion

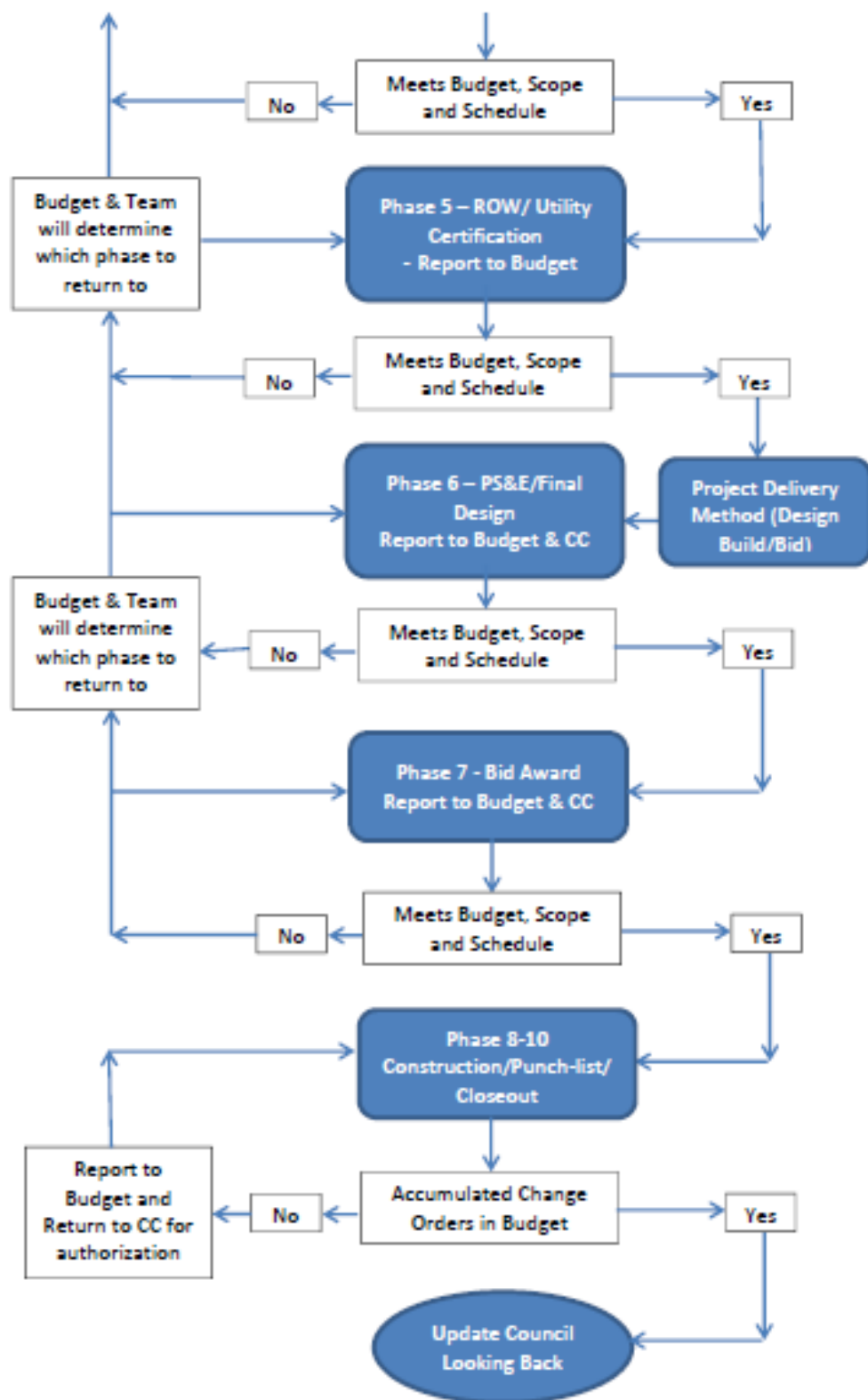
Relocation/Occupancy

Occupancy is generally included as the owner's occupancy at the time of Substantial Completion or other time as specified in the construction agreement. Relocation will usually be the owner's responsibility unless otherwise included in the construction agreement. Relocation usually takes place prior to construction and subsequently upon Substantial Completion or Final Completion of the construction. Relocation and Occupancy may require the owner to procure Fixtures, Furniture and Equipment (FF&E's) to the project. This may require coordination with the contractor and may be in addition to their construction contract depending on the items.

ATTACHMENT B

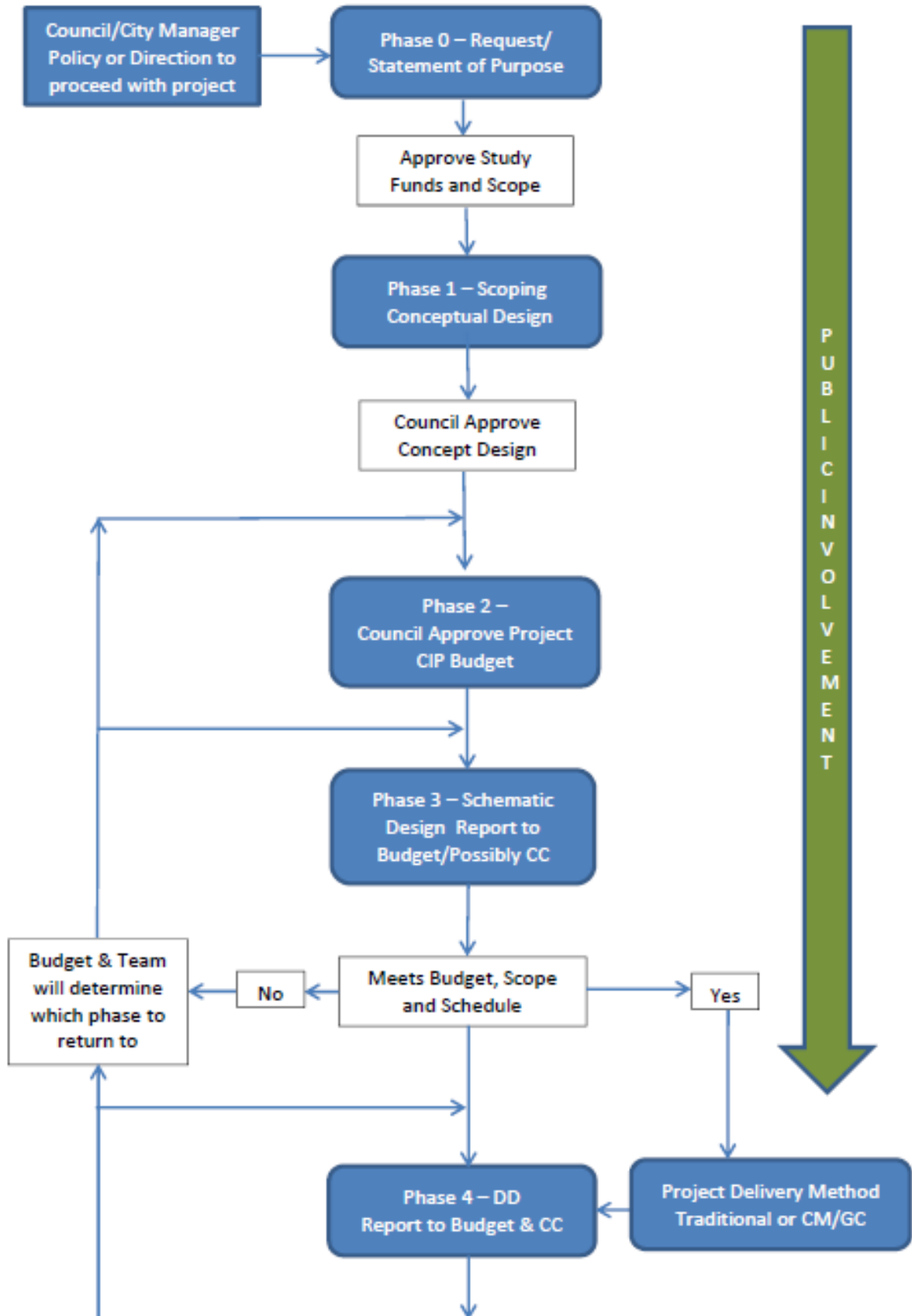
Project Development Process – Linear Project

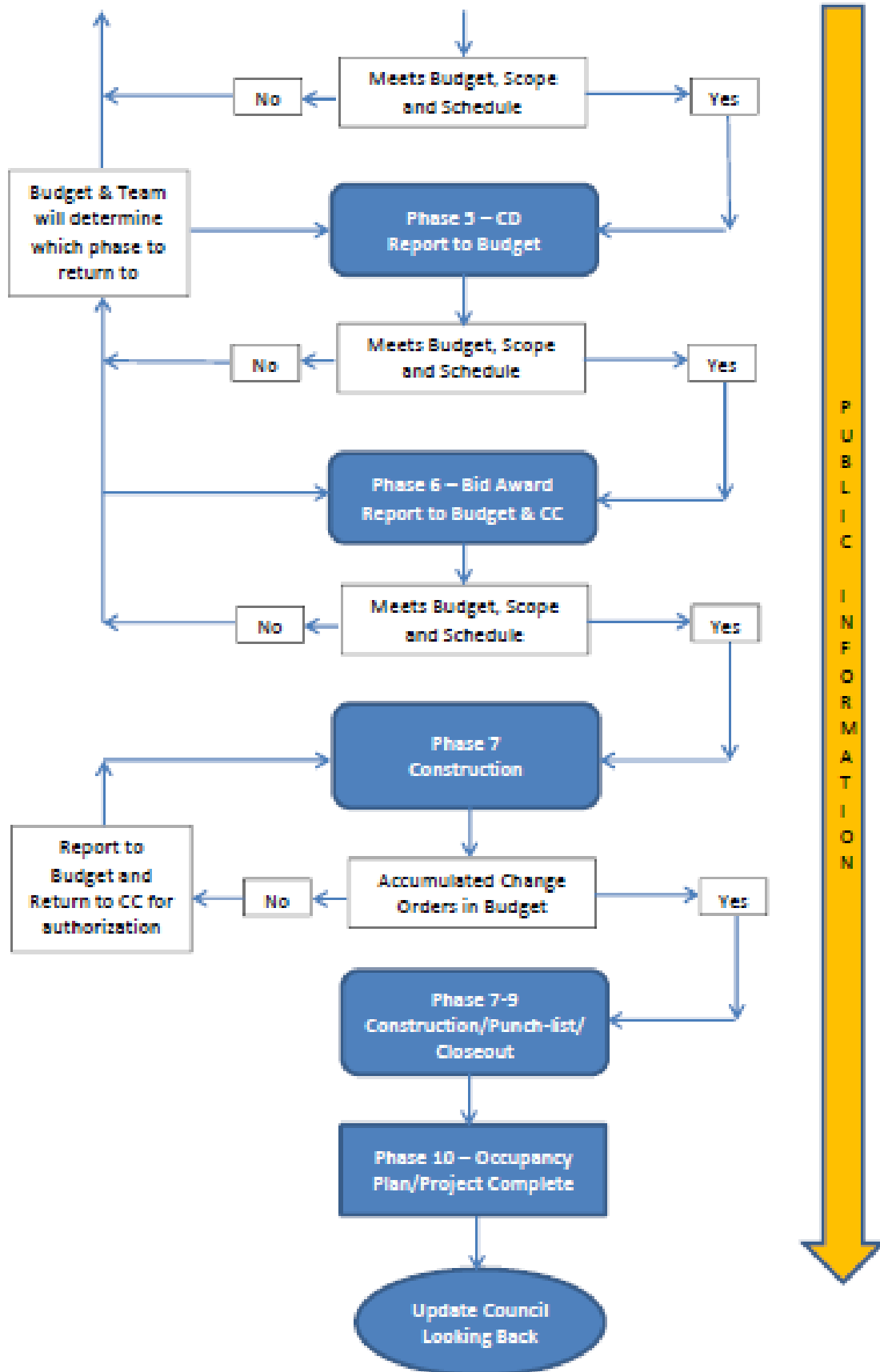




PUBLIC INFORMATION

Project Development Process – Vertical Project







DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Beginning April and recurring monthly through November, the Community Engagement Liaison provides a “Backhoe Report” outlining Spring/Summer/Fall 2017 construction updates. This report will include both public and significant private projects that will be visible or will impact community members or business owners. The report will be presented to City Council each month; July’s report is the fourth of the season and is presented as a staff communication. This staff communication includes the full Backhoe Report for July.

Respectfully:

Lynn Peek, Community Engagement Liaison



BACKHOE REPORT for July, 2017

To access online: <http://www.parkcity.org/government/current-construction-projects>

Prepared by: **Lynn Ware Peek**
Community Engagement Liaison
lynn.ware-peek@parkcity.org

OLD TOWN

Lowell Avenue (Park City Mtn south to curve to Empire Ave)

- April, 2017, project began. October, 2017, anticipated completion.
- Replace the 50+ year old sanitary sewer line.
- Upgrade the existing water distribution line and water meters to properties.
- Improve drainage in the area.
- Reconstruct the roadway pavement and gutter.
- Construction continues on the sewer line along Lowell Ave.
- Water service lines and sewer connections along the road will be installed mid-July and there will be intermittent water shut-offs. Regular outreach will be done to inform residents.
- Pedestrians and cyclists in the area are asked to use Empire instead of Lowell and obey all construction signs.
- Crews are starting beginning placement of the roadway base between intersection of Manor and Lowell to approximately 12th Street.
- Approximate cost: \$1.6 million construction costs plus \$600,000 in other costs
- Funding source; Resort City Sales Tax and Snyderville Basin and Public Utilities.

For further information: Kim Clark; kim.clark@parkcity.org.

1450-1560 Park Avenue Housing Project – Affordable/Attainable Housing

- Fall 2016, construction began. Late summer 2017, anticipated completion.
- 8 homes are framed and mechanical, electrical, and plumbing installation is nearly complete. Windows have been installed.
- Installation of drywall is complete in two units.
- Water and sewer connections in Park Ave are complete.
- Exterior siding install starts mid-July.
- Siding installation will begin over the next few weeks

- There will be two 1-br units (800 SF), five 2-br units (1,120 SF), and one 3-br (1,300 SF).
- Information sale/selection process selection process was announced May 23, applications were due June 30 and are now being reviewed, lottery selection will take place in August, and move-in date estimated for fall 2017. Visit www.housinghelp.org for more information. Estimated price of homes is \$185,000-\$300,000.

For construction information: Dave Gustafson; dgustafson@parkcity.org

For affordable housing information: Rhoda Stauffer; Rhoda.stauffer@parkcity.org

Woodside Park - Lower Park Avenue affordable housing project

- September 2017, proposed construction start. April 2018, anticipated completion.
- Project is still in design stage.
- Outreach to neighbors initiated.
- The old Park City Fire Station to be demolished in August.
- The project timeline is subject to various stages of the permitting process, including a plat amendment approval at the July 26 Park City planning commission meeting. There is work session on July 12 at PC planning commission.

For further information: Jason Glidden jglidden@parkcity.org

Kimball Garage (Private Project)

- Fall 2016, construction began. 2018, anticipated completion.
- Longer term crane installed and will be in place until November 21 unless otherwise approved.
- Contractor required to notify affected owners at least 48 hours prior to any impactful activity, as determined by the Park City Building and Engineering Department.
- Rented all parking along Heber to be used for the crane and unloading, once approved.
- Installation of new footings under old Kimball Garage. Shore up roads at Main and Heber and new building footings and foundations poured.

For further information: Michelle Downard; mdownard@parkcity.org

Main Street Sidewalk Replacement - 4th Street to Treasure Mountain Inn

- May 22, 2017, project began. September 2017, expected completion.
- West side of Main Street from 4th Street to the bulb-out in front of the Treasure Mountain Inn.

- Install new granite curb, new water meters, granite pavers within a concrete band, new street lights, new benches, trash cans and removable planters/pots at the bulb-outs.
- The construction will take place in approximately 100' sections. It will take approximately 2 weeks per section for 6 sections.
- Access to business will be maintained during the construction but parking will not be available during this period.
- Sidewalks from Treasure Mountain Inn to Grappa will likely not start construction until 2018.
- Stretch from Eating Establishment to Burns Cowboy Shop nearing completion. The next stretch started July 10 runs from Sock City to lowest corner of TMI.
- Approximate project cost \$600,000.

For more information: Lynn Ware Peek; lynn.ware-peek@parkcity.org

Main Street Plaza (Brew Pub Parking Lot)

- Spring 2018, projected start. Spring 2019, anticipated completion.
- Project currently in the design development phase of drawings.
- Anticipate submitting for planning approvals next.
- Awaiting analysis of expanded access, circulation & traffic study regarding proposed new road connector between Swede Alley and Main Street & other possible improvements.
- City Council on June 22, 2017, agreed to go ahead with project plans including a one way pass-through street next to Wasatch Brew Pub to be open during events to maintain traffic flow, pavement instead of brick pavers on Main Street, and continued discussion about noise mitigation with neighbors.
- Policy discussion on use of the Plaza for special events, etc. will be brought back to City Council within the next few months.

For further information: Jonathan Weidenhamer; jweidenhamer@parkcity.org

Parking Technology Project

- May 2017, project began with ongoing rollout through the year.
- Next stakeholder meetings held July 19.
- Analysis of garage cleaning and prep for painting interior garage has begun.
- Analysis of scope of technology products.
- Contractors are currently identifying branding and signage opportunities for better way-finding.
- Ongoing evaluation regarding structural and preventative maintenance.
- Remote parking at City-owned parcel along Homestake Road in Bonanza Park will be for employees of Old Town with regular shuttle service.

- Parking management plan will begin December 15, 2017.

For further information: Kenzie Coulson; mckenzie.coulson@parkcity.org

PROSPECTOR AREA

Prospector Ave (Bonanza to Gold Dust lane)

Postponed until 2018

WATER PROJECTS

Old Town – 4th Street

- Mid-August 2017, projected start. October 2017, projected completion.
- Replacement of water line on 4th Street between Swede Alley and Main Street (between Java Cow and Chimayo).
- The designs are completed and contractor bids are due on Friday, July 14, 2017.
- This stretch was determined to be in need of replacement due to a recorded history of leaks and repairs.
- The waterline upgrade will address fire flows in the vicinity of Main Street and Swede Alley.
- Project Budget: \$280,000
- Funding: Water Service Fees

For further information contact Nick Graue, nick.graue@parkcity.org

Park Meadows – Creekside

- May 2017, construction began. December 2017, anticipated completion.
- Footing and foundation work complete. Above grade work to begin and continue through August.
- The new filtration building will add filtration to the Park Meadows well as required by the Utah division of drinking water.
- The well is under direct influence of surface water. The added filters will round out the existing process consisting of ultraviolet (UV) light and chlorine for disinfection.
- New building will have a covered patio as an amenity to the nearby park.
- The existing well buildings demolished in October and the area will be landscaped.
- Project includes Creekside Park Habitat Restoration to add transitional landscaping adjacent to wetlands, landscape buffer in the location of the removed well buildings, storm water low impact development, and added walkways in the area.
- Construction Contract: \$3,426,935.00
- Funding: Water Service Fees

For further information contact Griff Lloyd, griffin.lloyd@parkcity.org

Quinn's Junction Water Treatment Facility

- Under construction currently, anticipated completion July 2017
- Filter vessels and piping system installed. Treatment plant programming updates and restart underway. Energy optimization related work started.
- Add additional filtration to remove total organic carbon (TOC) and manganese from the source water (Weber River). During spring run off or heavy rain events, high concentrations of TOC and manganese are found in the water and have in the past either reduced the production capacity or shut the plant down. These new filters will allow full production during these events.
- Add a back wash tank to better clean the existing filters and the new filters.
- Construction Contract: \$3,857,000.00
- Funding: Water Service Fees

For further information contact Clint McAfee, clint.mcafee@parkcity.org

ROAD PROJECTS

SR 248 from US40 to SR32

- Repaving. Began May, 2017. Projected completion late August, 2017.
- One lane of traffic in each direction will be maintained.

Bonanza Drive to US40

- Questar performing sub-surface utility work. Start anticipated June 1 - complete by October 15.

Further information contact Alfred Knotts: alfred.knotts@parkcity.org

Street Maintenance

- Scheduled start July 5th. Projected completion August, 2017.
- The recent winter brought above average moisture coupled with significant temperature swings allowing water to seep into the roadway and refreeze, compromising the streets with potholes and significant cracks throughout town's 126 miles of paved streets.
- This year's work will include rotomilling and paving of 5.3 lane miles and 12.3 lane miles of slurry sealing.
- 33.0 tons of crack sealant is scheduled for placement this fall along various streets throughout Park City.
- Updates on neighborhoods affected through social media and local media.
- 165 utility adjustments including water valves, sewer, storm drain, and survey monuments will be lowered in advance of rotomilling then readjusted once new asphalt has been placed

- 5,526 tons of hot asphalt overlays are planned to begin July 5th.
- 105,968 square yards of type II slurry seal coating will be placed in August.
- 14,267 square yards of seal coating will be placed along our bike paths in August.



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed quarterly by Council for all funds.

Respectfully:

Kory Kersavage, Budget Analyst

MEMO



To: City Council
From: Budget Department
Date: July 13, 2017
Subject: Quarterly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5154
www.parkcity.org

State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed quarterly by Council for all funds.

The beginning and ending (399 Beginning Balance) fund balances (09 Interfund transfer) have not been calculated for the FY17 YTD actuals and thus do not show up in the report. We typically calculate these when we begin balancing the budget in April.

Notable Observations:

- 98% of the Personnel budget for the general fund has been spent, which means that personnel expenditures are on track for FY 2017.
- 81% of the General Fund Materials budget has been spent so far, which means materials have been underspent so far in FY 2017.
- 95% of the total General Fund budget has been spent. Spending is on track for closing out the Fiscal Year.
- Expenditures, excluding personnel expenses, will continue to roll in for FY 17 over the next couple of months. An update for what the final picture is for FY 17 will be provided with the FY18 Q1 update.

Attachment A: Expenditure Summary by Object and Type

Attachment B: Revenue Summary by Object and Type

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
011 GENERAL FUND						
01 PERSONNEL SERVICES	16,906,148	18,056,527	19,716,225	20,907,731	21,293,442	126,930
02 MATERIALS, SUPPLIES AND SERVICES	1,113,051	1,183,269	1,080,523	1,005,659	1,244,426	215,692
03 UTILITIES	726,142	1,420,453	1,428,903	1,351,426	1,501,178	149,752
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,791,738	1,856,064	2,075,588	1,724,242	2,225,895	1,025,427
05 PARTS/MAINTENANCE SUPPLIES	983,655	891,169	800,669	901,172	1,040,811	139,639
06 SPECIAL SERV CONTRACT/MISC CHARGES	919,237	1,035,873	961,858	949,178	1,005,400	56,222
07 CAPITAL OUTLAY	208,870	200,988	95,318	393,899	587,202	37,491
09 INTERFUND TRANSFER	11,932,280	12,486,945	13,144,736	2,270,784	13,553,077	9,846,616
Total 011 GENERAL FUND	34,581,120	37,131,289	39,303,819	29,504,091	42,451,431	11,597,769
012 QUINNS RECREATION COMPLEX						
01 PERSONNEL SERVICES	701,623	670,273	723,031	764,803	783,876	89,608
02 MATERIALS, SUPPLIES AND SERVICES	48,642	54,764	49,916	45,803	56,365	10,562
03 UTILITIES	169,420	169,862	150,026	135,230	179,563	44,333
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	95,903	96,458	48,617	73,819	101,933	-1,886
05 PARTS/MAINTENANCE SUPPLIES	66,228	60,074	85,106	48,948	62,275	-1,673
06 SPECIAL SERV CONTRACT/MISC CHARGES	12,106	12,465	12,182	14,461	12,141	-2,320
07 CAPITAL OUTLAY	1,903	78	2,085	1,861	6,000	4,139
09 INTERFUND TRANSFER	-3,204,032	-3,497,044	-3,814,171		-4,247,324	-4,340,371
Total 012 QUINNS RECREATION COMPLEX	-2,108,208	-2,433,070	-2,743,207	1,084,925	-3,045,171	-4,197,609
021 POLICE SPECIAL REVENUE FUND						
07 CAPITAL OUTLAY		200			32,954	
09 INTERFUND TRANSFER	29,144	29,944	32,254			31,374
Total 021 POLICE SPECIAL REVENUE FUND	29,144	30,144	32,254		32,954	31,374
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
07 CAPITAL OUTLAY		1	4,867		26,071	
09 INTERFUND TRANSFER	17,258	17,257	16,386			18,128
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	17,258	17,258	21,253		26,071	18,128
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
01 PERSONNEL SERVICES		6,460	22,393	40,579	25,161	-15,418
02 MATERIALS, SUPPLIES AND SERVICES		11,950	10,200	11,200	20,000	8,800
03 UTILITIES		9,868	11,014	9,663	12,000	2,337
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		67,071	112,863	57,780	150,000	92,220

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
06 SPECIAL SERV CONTRACT/MISC CHARGES			485,451	456,142	568,000	111,858
09 INTERFUND TRANSFER		2,204,075	1,895,172	1,641,125	1,892,678	131,066
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND		2,299,424	2,537,094	2,216,489	2,667,839	330,863
024 MAIN STREET RDA SPECIAL REVENUE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			33,264	709	80,000	79,291
06 SPECIAL SERV CONTRACT/MISC CHARGES		310,086	276,082	276,177	405,000	128,823
09 INTERFUND TRANSFER		959,885	1,012,447	752,000	1,017,447	69,638
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND		1,269,971	1,321,793	1,028,886	1,502,447	277,752
031 CAPITAL IMPROVEMENT FUND						
01 PERSONNEL SERVICES	34,424	45,169	65,879	67,240		-67,240
07 CAPITAL OUTLAY	9,376,543	18,685,295	8,827,413	48,217,802	93,316,018	-29,397,598
09 INTERFUND TRANSFER	27,240,940	33,201,102	38,219,621	1,285,867	36,566,294	9,483,631
Total 031 CAPITAL IMPROVEMENT FUND	36,651,907	51,931,567	47,112,913	49,570,909	129,882,312	-19,981,207
033 REDEVELOPMENT AGENCY-LOWER PRK						
01 PERSONNEL SERVICES	5,365	7,861	7,727	2,532		-2,532
06 SPECIAL SERV CONTRACT/MISC CHARGES	525,297	543,620				
07 CAPITAL OUTLAY	3,060,404	8,846,299	1,847,149	1,395,206	24,326,423	16,486,652
09 INTERFUND TRANSFER	8,534,271	882,497	1,070,751		61,453	56,658
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	12,125,337	10,280,278	2,925,627	1,397,738	24,387,876	16,540,778
034 REDEVELOPMENT AGENCY-MAIN ST						
06 SPECIAL SERV CONTRACT/MISC CHARGES	281,491					
07 CAPITAL OUTLAY	2,385		47,541		90,062	50,000
09 INTERFUND TRANSFER	2,224,068	2,221,001	2,054,115	806,088	1,912,168	1,062,013
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,507,943	2,221,001	2,101,656	806,088	2,002,230	1,112,013
035 BUILDING AUTHORITY						
07 CAPITAL OUTLAY	2,844	66,575	8,011	23,405	34,187	-23,405
09 INTERFUND TRANSFER	523,127	458,911	454,087		419,900	416,713
Total 035 BUILDING AUTHORITY	525,971	525,486	462,098	23,405	454,087	393,308
038 EQUIPMENT REPLACEMENT CIP						
07 CAPITAL OUTLAY	735,016	1,019,443	1,250,276	1,416,171	2,394,556	-392,471
09 INTERFUND TRANSFER	1,902,793	1,832,162	1,626,711		255,855	372,030
Total 038 EQUIPMENT REPLACEMENT CIP	2,637,809	2,851,605	2,876,987	1,416,171	2,650,411	-20,441

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
051 WATER FUND						
01 PERSONNEL SERVICES	2,077,220	2,305,294	2,515,881	2,648,620	2,958,603	309,982
02 MATERIALS, SUPPLIES AND SERVICES	192,431	197,443	254,900	262,154	294,927	32,773
03 UTILITIES	882,759	955,923	975,108	825,089	1,183,005	357,916
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	744,473	617,246	935,079	865,646	1,116,944	251,298
05 PARTS/MAINTENANCE SUPPLIES	823,086	602,799	645,810	646,134	849,980	203,846
06 SPECIAL SERV CONTRACT/MISC CHARGES	18,764	22,459	32,842	43,331	42,000	-1,331
07 CAPITAL OUTLAY	7,965,236	6,047,589	6,919,868	7,052,400	21,589,114	9,961,029
08 DEBT SERVICE	4,361,654	4,510,478	4,503,481	1,812,701	4,507,304	2,694,604
09 INTERFUND TRANSFER	8,070,283	10,441,425	8,894,721	1,637,962	9,160,140	14,419,217
Total 051 WATER FUND	25,135,905	25,700,655	25,677,688	15,794,037	41,702,017	28,229,334
052 STORM WATER FUND						
01 PERSONNEL SERVICES				515,297	653,223	137,927
02 MATERIALS, SUPPLIES AND SERVICES				15,679	60,000	44,321
03 UTILITIES				14,128	27,100	12,972
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC				66,201	157,000	90,799
05 PARTS/MAINTENANCE SUPPLIES				25,525	51,300	25,775
07 CAPITAL OUTLAY				33,094	31,500	-1,594
09 INTERFUND TRANSFER				75,000	119,877	44,877
Total 052 STORM WATER FUND				744,924	1,100,000	355,076
055 GOLF COURSE FUND						
01 PERSONNEL SERVICES	678,265	728,579	691,471	736,723	928,410	191,688
02 MATERIALS, SUPPLIES AND SERVICES	70,894	52,638	66,487	68,077	74,900	6,823
03 UTILITIES	56,458	46,996	53,740	48,680	58,387	9,707
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	70,196	71,478	72,094	70,384	93,942	23,558
05 PARTS/MAINTENANCE SUPPLIES	185,738	208,841	236,701	197,063	240,800	43,737
06 SPECIAL SERV CONTRACT/MISC CHARGES	23,565	25,400	26,020	24,656	30,500	5,845
07 CAPITAL OUTLAY	55,877	46,545	34,349	255,845	455,313	-141,280
08 DEBT SERVICE	36,080	36,080	27,060	8,094	8,094	-8,094
09 INTERFUND TRANSFER	1,176,585	1,315,444	1,442,311	127,574	1,000,834	1,054,454
Total 055 GOLF COURSE FUND	2,353,658	2,532,002	2,650,234	1,537,096	2,891,180	1,186,436
057 TRANSPORTATION & PARKING FUND						
01 PERSONNEL SERVICES	4,496,723	4,896,369	5,880,917	6,350,388	6,523,387	172,999

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
02 MATERIALS, SUPPLIES AND SERVICES	263,923	346,871	366,326	340,024	265,146	-86,290
03 UTILITIES	130,215	131,885	135,146	130,314	154,337	20,430
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	572,123	769,977	875,308	627,579	746,473	118,894
05 PARTS/MAINTENANCE SUPPLIES	11,100	30,305	12,067	18,273	21,000	2,727
06 SPECIAL SERV CONTRACT/MISC CHARGES	81,866	72,297	78,358	75,444	36,000	-39,444
07 CAPITAL OUTLAY	2,622,510	677,758	1,117,219	11,941,888	35,792,408	6,442,157
09 INTERFUND TRANSFER	21,135,122	22,661,534	21,920,167	2,754,182	6,196,326	3,617,921
Total 057 TRANSPORTATION & PARKING FUND	29,313,582	29,586,997	30,385,507	22,238,092	49,735,077	10,249,395
062 FLEET SERVICES FUND						
01 PERSONNEL SERVICES	670,854	800,303	891,897	962,047	964,100	2,053
02 MATERIALS, SUPPLIES AND SERVICES	66,970	70,130	74,426	75,953	77,100	-5,853
03 UTILITIES	1,118,663	994,533	765,670	806,758	867,900	31,142
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,133	3,639	6,557	3,573	4,200	627
05 PARTS/MAINTENANCE SUPPLIES	622,705	668,413	724,894	656,322	713,420	57,098
07 CAPITAL OUTLAY	6,794	7,438	6,116	720	10,000	9,280
09 INTERFUND TRANSFER	961,174	1,145,417	1,123,856		1,059,336	990,767
Total 062 FLEET SERVICES FUND	3,450,294	3,689,874	3,593,417	2,505,373	3,696,056	1,085,114
064 SELF INSURANCE FUND						
02 MATERIALS, SUPPLIES AND SERVICES	12,720	38,560	31,433	35,426	50,500	15,074
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	236,240	700,711	218,015	224,056	986,000	411,944
06 SPECIAL SERV CONTRACT/MISC CHARGES	520,639	582,721	640,392	650,981	710,000	9,019
09 INTERFUND TRANSFER	1,208,215	607,450	968,274		183,771	20,313
Total 064 SELF INSURANCE FUND	1,977,814	1,929,442	1,858,115	910,463	1,930,271	456,350
070 SALES TAX REV BOND - DEBT SVS FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		429,374				
08 DEBT SERVICE	1,559,863	8,733,012	2,592,290	355,213	2,261,013	1,905,801
09 INTERFUND TRANSFER	1,165,265	18,597,136	6,558,375	462,696	2,834,028	2,328,721
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,725,128	27,759,521	9,150,665	817,909	5,095,041	4,234,522
071 DEBT SERVICE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	123,931	74,606		129,239	160,000	-129,239
08 DEBT SERVICE	7,107,411	8,282,350	4,214,543	4,209,845	4,224,985	15,140
09 INTERFUND TRANSFER	7,596,740	1,003,018	574,778	27,708,333	28,336,294	-26,587,441
Total 071 DEBT SERVICE FUND	14,828,082	9,359,974	4,789,321	32,047,417	32,721,279	-26,701,540

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
TOTAL	166,752,743	206,683,419	174,057,232	163,644,014	341,883,410	25,197,414

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
011 GENERAL FUND						
311 Property Taxes	9,279,024	9,268,604	11,108,571	10,515,120	11,023,233	508,113
312 Sales Tax	7,314,413	7,408,763	7,437,258	11,312,578	9,875,419	-1,437,159
313 Franchise Tax	3,158,716	3,061,207	3,185,820	2,869,927	3,269,000	399,073
321 Licenses	422,747	412,605	456,599	341,490	479,000	137,510
322 Planning Building & Engineering Fees	2,154,168	2,578,017	1,873,987	2,022,991	2,100,000	77,009
326 Special Event Fees	41,961	36,865	133,288	93,550	120,000	26,450
331 Federal Revenue	69,654	44,557	64,321	23,963	33,000	9,037
332 State Revenue	69,198	66,218	66,806	75,437	103,000	27,563
333 County/SP District Revenue				50,000	2,000	-48,000
344 Cemetery Charges for Services	26,250	38,188	21,937	27,221	22,800	-4,421
346 Recreation	1,836,326	1,913,310	1,982,640	1,755,884	2,032,000	276,116
349 Other Service Revenue	86,364	99,640	90,239	61,160	90,000	28,840
352 Library Fines & Fees	16,124	12,456	21,407	29,632	10,000	-19,632
353 Fines & Forfeitures	100	150				
361 Misc. Revenues	348,604	192,873	307,055	216,908	290,500	73,592
381 Interfund Transactions (Admin)	1,346,991	2,166,534	2,256,360	2,397,547	2,397,547	
391 Special Revenues & Resources	42,800	42,048	42,428	60,384	81,200	20,816
399 Beginning Balance	8,367,681	9,789,256	10,255,105	10,522,730	10,522,730	
Total 011 GENERAL FUND	34,581,121	37,131,290	39,303,819	42,376,522	42,451,429	74,907
012 QUINNS RECREATION COMPLEX						
333 County/SP District Revenue	23,000					
346 Recreation		13,815	2,826	4,998		-4,998
347 Ice	787,773	757,271	749,880	774,107	769,000	-5,107
361 Misc. Revenues	58	-24	1,131	-82		82
391 Special Revenues & Resources				803		-803
399 Beginning Balance	-2,919,038	-3,204,132	-3,497,044	-3,814,171	-3,814,171	
Total 012 QUINNS RECREATION COMPLEX	-2,108,208	-2,433,071	-2,743,207	-3,034,345	-3,045,171	-10,826
021 POLICE SPECIAL REVENUE FUND						
332 State Revenue	500	1,000	2,310	700	700	
399 Beginning Balance	28,644	29,144	29,944	32,254	32,254	
Total 021 POLICE SPECIAL REVENUE FUND	29,144	30,144	32,254	32,954	32,954	

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
332 State Revenue	-1,875		3,996	9,685	9,685	0
399 Beginning Balance	19,133	17,258	17,257	16,386	16,386	
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	17,258	17,258	21,253	26,071	26,071	0
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
311 Property Taxes		2,298,631	2,399,605	2,268,852	2,413,792	144,940
361 Misc. Revenues		793	3,962			
399 Beginning Balance			133,527	254,047	254,047	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND		2,299,425	2,537,094	2,522,899	2,667,839	144,940
024 MAIN STREET RDA SPECIAL REVENUE FUND						
311 Property Taxes		1,266,718	1,259,760	1,226,564	1,242,000	15,436
361 Misc. Revenues		3,254	2,395			
399 Beginning Balance			59,638	260,447	260,447	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND		1,269,972	1,321,793	1,487,011	1,502,447	15,436
031 CAPITAL IMPROVEMENT FUND						
311 Property Taxes	283,345					
312 Sales Tax	6,184,909	7,389,182	8,897,706	3,976,099	7,459,250	3,483,151
322 Planning Building & Engineering Fees	397,737	817,666	425,365	308,787	865,000	556,214
331 Federal Revenue	12,613	4,091	1,044	11,140		-11,140
332 State Revenue	1,302,855	2,385,239	285,873	417,885	365,500	-52,385
333 County/SP District Revenue	341,001	100,000	50,000	637,316	3,317,000	2,679,684
361 Misc. Revenues	1,785,454	1,713,671	509,139	2,483,416	3,980,000	1,496,584
382 Interfund Transactions (CIP/Debt)	7,164,160	12,069,371	3,715,347	28,171,029	28,171,029	
391 Special Revenues & Resources	408,647	345,772	278,416	3,230,423	3,802,500	572,077
392 Bond Proceeds					45,000,000	45,000,000
399 Beginning Balance	18,771,186	27,106,574	32,950,023	36,922,033	36,922,033	
Total 031 CAPITAL IMPROVEMENT FUND	36,651,907	51,931,567	47,112,913	76,158,128	129,882,312	53,724,184
033 REDEVELOPMENT AGENCY-LOWER PRK						
311 Property Taxes	2,203,448					
361 Misc. Revenues	44,598	26,634	728,943			
382 Interfund Transactions (CIP/Debt)		2,070,548	1,641,125	1,641,125	1,641,125	
392 Bond Proceeds					22,000,000	22,000,000
399 Beginning Balance	9,877,290	8,183,095	555,559	746,751	746,751	

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	12,125,336	10,280,277	2,925,627	2,387,876	24,387,876	22,000,000
034 REDEVELOPMENT AGENCY-MAIN ST						
311 Property Taxes	1,263,060					
361 Misc. Revenues	6,927	18,035	9,067			
382 Interfund Transactions (CIP/Debt)		900,247	752,000	752,000	752,000	
399 Beginning Balance	1,237,956	1,302,719	1,340,589	1,250,230	1,250,230	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,507,943	2,221,001	2,101,656	2,002,230	2,002,230	
035 BUILDING AUTHORITY						
361 Misc. Revenues	2,513	2,359	3,187			
399 Beginning Balance	523,457	523,127	458,911	454,087	454,087	
Total 035 BUILDING AUTHORITY	525,970	525,486	462,098	454,087	454,087	
038 EQUIPMENT REPLACEMENT CIP						
361 Misc. Revenues	146,554	23,812	33,825	125,832		-125,832
382 Interfund Transactions (CIP/Debt)	905,000	925,000	1,011,000	1,023,700	1,023,700	
399 Beginning Balance	1,586,254	1,902,793	1,832,162	1,626,711	1,626,711	
Total 038 EQUIPMENT REPLACEMENT CIP	2,637,808	2,851,605	2,876,987	2,776,243	2,650,411	-125,832
051 WATER FUND						
322 Planning Building & Engineering Fees	1,225,961	2,303,997	1,140,313	1,091,022	1,000,000	-91,022
331 Federal Revenue	485,097	1,445,229	42,874			
341 Water Charges for Services	13,128,172	14,125,896	15,162,429	15,642,769	16,748,500	1,105,731
361 Misc. Revenues	435,958	508,095	422,545	172,762	178,023	5,261
392 Bond Proceeds					16,500,000	16,500,000
399 Beginning Balance	9,860,717	7,317,437	8,909,527	7,275,494	7,275,494	
Total 051 WATER FUND	25,135,905	25,700,655	25,677,688	24,182,047	41,702,017	17,519,970
052 STORM WATER FUND						
341 Water Charges for Services				874,882	1,100,000	225,118
Total 052 STORM WATER FUND				874,882	1,100,000	225,118
055 GOLF COURSE FUND						
333 County/SP District Revenue	11,000					
346 Recreation	1,327,549	1,426,520	1,411,819	1,173,471	1,489,596	316,125
361 Misc. Revenues	62,941	25,829	25,428	16,530	51,350	34,820
382 Interfund Transactions (CIP/Debt)	25,000	25,000	25,000	25,000	25,000	
399 Beginning Balance	927,168	1,054,654	1,187,987	1,325,234	1,325,234	

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
Total 055 GOLF COURSE FUND	2,353,658	2,532,002	2,650,234	2,540,236	2,891,180	350,944
057 TRANSPORTATION & PARKING FUND						
312 Sales Tax	4,019,133	4,398,879	4,877,097	4,595,502	5,092,500	496,998
321 Licenses	951,713	1,040,014	1,032,191	764,407	916,183	151,776
322 Planning Building & Engineering Fees				126,244		-126,244
326 Special Event Fees	1,500	320	2,125	1,498		-1,498
331 Federal Revenue	2,827,961	1,630,990	457,917	7,529,731	15,122,809	7,593,078
342 Transit Charges for Services	2,175,148	2,200,248	2,312,576	2,512,833	7,160,523	4,647,690
353 Fines & Forfeitures	739,204	970,338	1,080,705	1,000,397	1,469,200	468,803
361 Misc. Revenues	108,100	142,300	201,922	95,422	92,500	-2,922
391 Special Revenues & Resources	452,727	408,972	315,322	183,452	500,000	316,548
399 Beginning Balance	18,038,096	18,794,937	20,105,652	19,381,363	19,381,363	
Total 057 TRANSPORTATION & PARKING FUND	29,313,582	29,586,998	30,385,507	36,190,849	49,735,078	13,544,229
062 FLEET SERVICES FUND						
381 Interfund Transactions (Admin)	2,576,000	2,728,700	2,448,000	2,572,200	2,572,200	
399 Beginning Balance	874,294	961,174	1,145,417	1,123,856	1,123,856	
Total 062 FLEET SERVICES FUND	3,450,294	3,689,874	3,593,417	3,696,056	3,696,056	
064 SELF INSURANCE FUND						
361 Misc. Revenues	204,000	258,000	258,000	275,000	275,000	
381 Interfund Transactions (Admin)	349,998	463,227	992,665	686,997	686,997	
399 Beginning Balance	1,423,816	1,208,215	607,450	968,274	968,274	
Total 064 SELF INSURANCE FUND	1,977,814	1,929,442	1,858,115	1,930,271	1,930,271	
070 SALES TAX REV BOND - DEBT SVS FUND						
361 Misc. Revenues	2,747	4,669	33,338	23,717		-23,717
381 Interfund Transactions (Admin)	181,247	168,616	164,089	160,058	160,058	
382 Interfund Transactions (CIP/Debt)	1,380,741	1,428,429	2,425,473	2,091,955	2,091,955	
392 Bond Proceeds		24,992,543				
399 Beginning Balance	1,160,392	1,165,265	6,527,765	2,843,028	2,843,028	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,725,127	27,759,521	9,150,665	5,118,758	5,095,041	-23,717
071 DEBT SERVICE FUND						
311 Property Taxes	5,082,714	5,321,592	3,723,453	4,220,158	4,220,158	
361 Misc. Revenues	94,732	65,958	62,849	58,998	62,645	3,647
392 Bond Proceeds	9,243,543	3,539,845		27,863,698	27,863,698	0

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
399 Beginning Balance	407,093	432,580	1,003,018	574,778	574,778	
Total 071 DEBT SERVICE FUND	14,828,082	9,359,975	4,789,320	32,717,632	32,721,279	3,647
TOTAL	166,752,742	206,683,419	174,057,233	234,440,406	341,883,407	107,443,001



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the June 29, 2017, City Council meeting.
Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

June 29, 2017

The Council of Park City, Summit County, Utah, met in open meeting on June 29, 2017, at 1:30 p.m. in the City Council Chambers.

WORK SESSION

Special Event Advisory Committee (SEAC) Interviews:

Mayor Thomas announced that the Canvass for the Primary Election to be held August 15th would need to be held August 22-29. After the election results were ratified, Council would meet with a consultant that was helping the Planning Department revamp the Historic District Grant program. It was decided to hold a special meeting for these purposes on Tuesday, August 29, at 9:30 a.m.

Mayor Thomas, Council and Jenny Diersen interviewed four applicants for the Special Events Advisory Committee: Deanna Rhodes, Joseph "Jesse" Santaularia, Peter O'Doherty and Devery Karz. The applicants were informed that a decision would be made in a few weeks.

Council Member Beerman moved to close the meeting to discuss property, personnel and litigation at 2:40 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Matsumoto, and Worel. Council Member Henney was excused.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel. Council Member Henney was excused.

WORK SESSION

Council Questions and Comments:

Council Member Gerber indicated the Bonanza Flat celebration was great. She attended the Historic Park City Alliance (HPCA) meeting and noted they discussed parking and the new chain store ordinances. She also attended the Ski Utah meetings, the McPolin Barn structure upgrade grand opening, and Coffee with Council.

Council Member Beerman indicated he attended the Utah League of Cities and Towns (ULCT) Legislative Policy and Board meeting, noting there was discussion about states taking away municipal rights. He attended the electric bus ribbon cutting ceremony and the McPolin Barn event. He liked the Water Department's newsletter and thanked Michelle DeHaan. He also thanked Parking staff for helping return a dog to its owner. He attended the Prospector Business Alliance meeting, and indicated there were bid overruns on the sidewalk project. He attended the Planning Commission meeting where commissioners gave feedback on making exceptions for City projects. Erickson confirmed no exceptions were made for the 1450/1460 housing project. Council Member Beerman stated he would recuse himself from the Brew Pub and Streets items, and noted he felt residential traffic for events needed to be addressed.

Council Member Worel attended the Library Board meeting, the electric bus launch, the Transportation and Taxi group meeting, the Promontory Beach House ribbon cutting, the Skull Candy grand opening, and the Inaugural Pig Roast for the Children's Justice Center. She also indicated the Peoples Health Clinic had a Walk and Wine event for women's health, and some attendees wondered when staff would address a dog free area at Round Valley.

Council Member Matsumoto attended the electric bus event, the Bonanza Flat celebration, and the Sewer Board meeting. At the Special Event Advisory Committee (SEAC) meeting, it was decided to have community input on the impact neighborhoods had as a result of having events. She attended the Historic Home tour and announced she had a new grandson.

Mayor Thomas indicated Thomas Peek Sr. passed away this week.

Main Street Plaza Project: Review Plaza Goals and Project Design:

Jonathan Weidenhamer, Economic Development Manager, David Brems and Clio Reynar, GSBS Architects, and Matt Twombly, Senior Project Manager, presented this item. Weidenhamer stated the budget for this project was \$7 million, but the current estimate was \$8.3 million, and noted construction costs continued to rise. He reviewed the direction that Council had given staff and stated the plaza would come within 17% of being net-zero. He recommended not changing the design at this point. Council Member Matsumoto was in favor of keeping the road a one way street and thought signage and enforcement would help when there were big events. She was also supportive of the asphalt paving.

Council Member Worel thought this was a road and stated now it was referred to as a driveway. She stated the staff report also noted the traffic study wouldn't be complete until August, and asked what the remainder of the study was looking at. Matt Cassel, City Engineer, stated the traffic study would determine how the plaza would affect traffic movement on Hillside and the surrounding area. He stated as part of the plaza, there would be solutions that would be built to solve traffic problems. Council Member Gerber

1 asked if the road was part of the solution. Cassel stated the road would determine how
2 the plaza would be used, be it wouldn't add to or hurt Hillside, but the road would be
3 used to expand or contract the plaza. Mayor Thomas favored having the road remain a
4 one-way street.

5
6 Council Member Gerber asked if the road needed to be there or could the City have a
7 pedestrian walkway because this would change the way the City looked at the events
8 held there. Reynar stated the driveway would need to be developed no matter what so
9 there would not be a cost savings if it was eliminated.

10
11 Council Member Worel asked if the road would help with traffic circulation. Knotts stated
12 the driveway might be a flex street in the future, but it did not solve traffic issues today.
13 Council Members Worel, Gerber and Matsumoto agreed to keep the driveway/flex
14 street, with the request to continue with the traffic study.

15
16 With regard to keeping the project under budget, Council Member Worel asked how
17 much the budget would be cut if the water feature was removed and how much closer
18 would the project be to the net zero goal. Council Member Matsumoto was in favor of
19 keeping the water feature. Reynar stated cutting the water feature out of the project
20 would reduce the cost by approximately \$120,000. Council Member Gerber was in favor
21 of proceeding with the project at the \$8.3 million amended budget. Council Member
22 Matsumoto and Mayor Thomas agreed to the higher budget as well. With regard to the
23 net zero goal, Cartin stated there was a 20% contingency. There were many unknowns
24 to the energy use, but solar panels would be on every flat surface and efforts to reduce
25 energy would continue.

26
27 Mayor Thomas opened the meeting for public input.

28
29 Greg Schirf, owner of Wasatch Brew Pub, stated he was excited about the project. He
30 noted having a pedestrian walkway next to his deck would be preferable to a street. He
31 also noted the extra million to construct the project would be paid back in additional
32 sales tax.

33
34 Susan Meyer, owner of Meyer Gallery, indicated she was excited for this project. She
35 was concerned about pedestrian safety on Swede Alley. She also thought Hillside and
36 Marsac were never pedestrian friendly.

37
38 Monty Coates, business owner on Main Street, thought this was a great project. He
39 agreed with the comments on having a one-way road. He also stated the water feature
40 was very attractive to people coming to the plaza.

41
42 Clive Bush thought the traffic study was brought in too late for this process. He also
43 thought the preliminary report was biased. He stated the Trolley was not reliable public
44 transportation as reported in the report and should not continue. He indicated the Main

Street Alliance hoped this would be a place to program events, which would create more residential pollution, as noise traveled uphill. He thought there were solutions, but the scope should be expanded.

Peter Marth stated he was pleased that the Council listened to the residents and at how the design was made with input from the residents. He didn't want a road going past his dining deck. He also expressed concern with the increased traffic on Hillside, and suggested redesigning Swede Alley to relieve the traffic on Hillside.

Doug Stephens stated interaction at the south end of the plaza concerned him because of how it affected Main Street. He asked if the intersection from Upper Main Street to Swede Alley had a sufficiently conducive turn for the trolley or food service trucks. He suggested a new route for the trolley.

Thea Leonard, Treasure Mountain Inn, disclosed she had an association with Council Member Beerman. She stated the traffic calming component was lost because the pavers were eliminated. These pavers would create the perspective that the road was ending and the motorist was moving into a pedestrian zone. She indicated this plaza would not be just for visitors, but would also be a respite for residents. She thought moving away from the pavers was short-sighted. A tax increase was self-imposed to have this plaza so it shouldn't be short-changed.

Carole Fontana supported everything Clive Bush related. She said this project began as a gathering place for people in the neighborhood and now it was being programmed with events. If it was over programmed, she would be forced to leave the neighborhood.

Mayor Thomas closed the public input portion of the meeting.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Excused
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- Evaluation of Potential Incentive Program to Utilize Accessory Apartments for Affordable Housing Program:

Council Member Gerber asked about the deed restricted accessory apartments. Anne Laurent, Community Development Manager, clarified this program would be for private homeowners who wanted to build accessory apartments, and the City would deed restrict them. Council Member Beerman asked staff to explore public outreach to see if the residents supported accessory apartments and also giving fee waivers for accessory apartments, and maybe having a shorter deed restriction so it wouldn't encumber the house for as long. Council Member Matsumoto stated that many areas in town allowed the accessory apartments, but it was an HOA that requested the City regulate accessory apartments. Harrington stated staff would continue to work on this issue, but he recommended that priority be placed on the projects at hand. When staff began to work on expanding the accessory apartment concept, they should work on it neighborhood by neighborhood to determine what CCRs allowed and what neighbors would tolerate as far as build out. Council Member Matsumoto stated a resident in the Park Meadows subdivision wanted accessory apartments, but the City required that it be attached to the house.

Bruce Erickson stated the concern was that there would be multiple rooms being rented to multiple people within one home, and each occupant having a car. A single family home was difficult to define, which made apartments in single family homes hard to handle. Laurent stated from a housing perspective, this issue would continue to be monitored.

- Restriction on Open Sources of Ignition, Open Flames, and/or Fireworks:
- Wasatch Back Emergency Management Group:
- Bonanza Flat Property Framework and Timeline for Planning and Public Outreach Efforts:
- Capital Improvement Projects Development Process:
- Fourth of July Event Reminders:

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

1 Mayor Thomas opened the public input portion of the meeting for those who wished to
2 address the Council on items not listed on the agenda.

3
4 Mike Sweeney stated he was a member of the HPCA Trash Committee. He indicated
5 mobile recycling on Main Street was a problem. The committee found a location for the
6 trash, but it was looking for a location to house two trailers and three pickup trucks. He
7 asked if staff could work with HPCA on this issue.

8
9 Mayor Thomas closed the public input portion of the meeting.

10
11 **IV. CONSIDERATION OF MINUTES**

12
13 **Consideration to Approve the City Council Meeting Minutes from May 25, 2017**
14 **and June 8, 2017:**

15 Council Member Gerber indicated she voted “Nay” on New Business Item 3 of the May
16 25, 2017 minutes. Council Member Worel indicated that on Page 13 of the May 25,
17 2017 minutes, Charlie Wintzer’s name was misspelled.

18
19 Council Member Gerber moved to approve the City Council Meeting minutes from May
20 25, 2017, and June 8, 2017 with the aforementioned amendments. Council Member
21 Beerman seconded the motion.

22 **RESULT: APPROVED**

23 **AYES:** Council Members Beerman, Gerber, Matsumoto and Worel

24 **EXCUSED:** Council Member Henney

25
26 **V. CONSENT AGENDA**

27
28 **1. Consideration of Supporting the City Manager in Appointing Minda**
29 **Stockdale as a Deputy City Recorder of Park City Municipal Corporation:**

30
31 **2. Request to Authorize the City Manager to Enter into a Contract with AVTEC**
32 **Systems Integrator, in a Form Approved by the City Attorney, for Closed Circuit**
33 **Video (CCV) Upgrades and Additional Electronic Access Controls to the Park City**
34 **Public Works Complex in an Amount Not to Exceed \$226,897.00:**

35
36 Council Member Worel moved to approve the Consent Agenda. Council Member
37 Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

VI. OLD BUSINESS

1. Request to Authorize the City Manager to Execute Professional Service Agreement, in a Form Approved by the City Attorney, with Downtowner, Inc. to Provide All Electric App Based On-Demand Neighborhood Transit Service in an Amount Not to Exceed \$358,727:

Alfred Knotts and Blake Fannesbeck, Transportation Planning, presented this item. Knotts reviewed all the projects that had been implemented or were being implemented as part of the Comprehensive Transportation Plan. He indicated that the micro-transit part of the plan began to be discussed in the fall of 2016. The terms of the RFP were to run within set boundaries, getting passengers to the main bus lines. Four bids were received and more than one bid offered the Tesla car in order to conform to the requirements listed in the RFP. The boundaries began to expand to service outlying areas, which resulted in pushback from the taxi companies. Micro-transit areas in the County were defined as well.

Knotts indicated it was expensive to run a transit system, and noted the service area could be expanded with the cost savings of using micro-transit. He acknowledged that there could have been better communication to the community on this type of transit. Because of the break in communication, he recommended putting the RFP out to rebid.

Council Member Matsumoto asked if the new RFP would propose the same zones, because residents in Old Town were already close to bus stops. Knotts stated Transit was operating under the same model throughout all areas of the community, and he wanted to see if there could be more efficiencies within the system by reevaluating the needs of the different service areas.

Council Member Worel stated the staff report talked about things that would be monitored during the pilot program, and asked if there would be a goal to determine if it was successful. Knotts stated the industry goal was increasing ridership by five percent.

Mayor Thomas opened the meeting for public input.

Marianne Soreno stated Jesse Shetler couldn't attend so she read his prepared statement. Shetler's businesses relied on transportation companies. He did not believe the City should provide this service, but it should support the taxi and shuttle companies. Soreno agreed with Shetler's statement.

1 Chris Judd stated he had a Tesla and drove for Uber and Lyft. This pilot program would
2 hurt his business. He was against this program and felt taxpayer money should not fund
3 this vehicle.

4
5 Ruth Meintom indicated she was for micro-transit. She took the bus to Salt Lake City
6 and also used the electric bus to Kimball Junction. Transit users had to plan to use
7 public transportation. She felt Old Town needed a different type of service since there
8 were elderly people that needed help getting to the Transit Center.

9
10 Adam Strachan stated the General Plan encouraged the community to use alternative
11 modes of transportation. He hoped this pilot program would have a chance to run its
12 course.

13
14 Jack Fenton stated he sent an email to the Council offering to give them a ride to the
15 Transit Center and nobody took the opportunity. He didn't think the City needed micro
16 transit.

17
18 Luci Sosnowski, cab driver, stated the mobility bus for seniors and disabled residents
19 worked great. She felt the micro transit program competed with the taxi service, and
20 indicated the bus service was very convenient in Old Town.

21
22 Jennifer Gardner stated she lived 1.25 miles from the nearest bus stop. She got an e-
23 bike to reduce her vehicle use. She was conflicted about this program and thought the
24 Tesla was a very small car. She loved public transportation and suggested the City use
25 buses that were half the size, then the taxi companies wouldn't feel as threatened. She
26 supposed the smaller cars saved money.

27
28 Thea Leonard thought this was a great program and a bold move by the City. She noted
29 progress was not made by caving in to status quo.

30
31 Michael Falk thanked staff for the meeting held last week. He was still against the
32 program and thought it would be a challenge to make it work. He suggested starting
33 smaller and just servicing employees of Old Town and the ski resorts in order to get
34 those cars out of town. He hoped that if it went forward, that the taxi companies could
35 be part of it.

36
37 Jim Hosley stated there was some confusion with regard to this program. This was a
38 different mode of public transportation, and there would be cost savings by not running
39 3-4 diesel powered buses.

40
41 Jennifer Gardner requested that the contract include that this service could not pick up
42 guests from hotels.

1 Angela Moschetta explained there was a survey circulating in the community that was
2 very leading and misleading and should be ignored. She indicated the opposition to the
3 Downtowner did not respond to the RFP. There was also a claim that money would be
4 given to a company outside the City, which she noted sometimes happened when there
5 were qualified responders, although Downtowner would be hiring some local employees
6 for this program. She thanked Knotts and Coulson for their efforts to improve the
7 community. She felt the micro-transit was part of the solution and supported this pilot
8 program. She asked Council to approve the Downtowner.

9
10 Luci Sosnowski said Downtowner was only in five cities and one city had dropped out,
11 so there was no proven track record.

12
13 Steve Joyce stated he would use this service if it was implemented. He asked about
14 point-to-point service versus getting a passenger to the bus stop, and indicated that
15 should be considered. He also recommended defining goals for this amount of money
16 being spent.

17
18 Sarah Berry stated if a six month trial would destroy the taxi industry, they had big
19 concerns. She thought this program would help staff gain valuable information.

20
21 Kerri Allardyce, Hope Cars, appreciated the transportation meeting with the
22 transportation industry. She felt a lot of headway had been made and there was now a
23 better understanding. She was not opposed to micro-transit but was concerned about
24 the drivers of the Downtowner operating outside the transit zones. She looked forward
25 to finding multiple solutions to this issue.

26
27 Rob O'Brien, 649 Taxi, stated he was opposed to this program. He hoped that the City
28 would let the taxis have an opportunity to help with this program.

29
30 Sam Rubin presented a PowerPoint with survey results from a survey that was found on
31 Facebook. After the presentation, Mayor Thomas stated surveys could be crafted to
32 sway the public, and this one was inaccurate from his perspective.

33
34 Mayor Thomas closed the public input portion of the meeting.

35
36 Council Member Matsumoto asked if Tesla was the only electric car that could be in
37 Park City. Knotts stated it was the only one that could operate in the snow and terrain of
38 the area and could also carry skis.

39
40 Council Member Worel appreciated the openness of Knotts in being willing to listen to
41 the transportation companies. She was a proponent of micro-transit and felt it would
42 save on energy costs. She indicated the transportation companies had come up with
43 some apps that might provide the same kind of service that the RFP specified. She

1 requested the RFP be reopened for a shortened period of time and include measurable
2 goals.

3
4 Council Member Beerman asked Knotts about the costs for Teslas. Knotts noted the
5 vehicles would be leased. Council Member Beerman indicated the employees within the
6 City would be serviced by a park and ride lot and bus from The Yard to Main Street.
7 Fonnesebeck confirmed and indicated the Downtowner could also be used to shuttle
8 those employees in addition to the scheduled buses. Council Member Beerman asked
9 about the goals for the pilot program. Knotts indicated parameters had been set and
10 would be evaluated at the conclusion of the pilot program. Knotts also stated the
11 numbers from Park City would be compared with other cities using this service. Knotts
12 stated he hoped there would be a four percent increase in ridership system-wide.

13
14 Council Member Beerman commented that traffic and congestion was an area where an
15 urgent solution was needed. He noted that from the public input received tonight, there
16 were areas that could have been done differently. He felt the RFP should be put out for
17 a rebid. He recommended that the door-to-door service be altered to utilize the transit
18 stops more and to add more stops. He thought the service should be started earlier and
19 ended earlier, and that staff should consider GEM cars. He thought the Teslas were the
20 best choice, but thought whoever bid on the RFP should be mindful that the City
21 preferred electric vehicles. He also favored extending the routes to include all the City,
22 and hiring local drivers.

23
24 Harrington stated a motion could include *a less restrictive "vehicle could be used if it did*
25 *not sacrifice safety."* Fonnesebeck stated Transportation had scheduled future
26 implementation dates for the outlying areas in the City. Mayor Thomas stated this
27 service was just a six month test so the plan could be suspended. Council Member
28 Worel asked how many more vehicles would be needed if the pilot program was
29 expanded to encompass the entire City. Knotts stated an analysis would have to be
30 performed to determine the number of additional cars needed.

31
32 Council Member Gerber felt this transportation option was focused on the residents and
33 this was the best solution for getting the residents out of their cars on a daily basis. This
34 would provide benefits to the seniors and parents with small children and teenagers.
35 She used a Downtowner in Aspen, Colorado, and indicated the Tesla was the most
36 efficient car for this community. She supported approving the contract with Downtowner
37 today, and suggested the taxi companies could run a program simultaneously.

38
39 Council Member Beerman moved to reject all bids and direct staff to return with a
40 revised scope and clarified milestones for a new RFP and elements that should include
41 avoiding door-to-door service, adjusting the time of service to begin earlier and to end
42 earlier, comparing and/or considering other vehicles that could be used for the pilot
43 program, and point out reasons for the vehicle chosen, increasing scoring for local

1 hiring, and creating a proposal that would service residential areas such as deep Park
2 Meadows and Thaynes Canyon. Council Member Worel seconded the motion.

3 **RESULT: APPROVED**

4 **AYES:** Council Members Beerman, Gerber, Matsumoto and Worel

5 **EXCUSED:** Council Member Henney

6
7 **VII. NEW BUSINESS**

8
9 **1. Consideration to Approve Resolution 18-2017, a Resolution in Support of**
10 **Local First Utah's Independents Week:**

11 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
12 closed the public hearing.

13
14 Council Member Beerman moved to approve Resolution 18-2017, a resolution in
15 support of Local First Utah's Independents Week. Council Member Gerber seconded
16 the motion.

17 **RESULT: APPROVED**

18 **AYES:** Council Members Beerman, Gerber, Matsumoto and Worel

19 **EXCUSED:** Council Member Henney

20
21 **2. Consideration to Approve Resolution No. 19-2017, a Resolution**
22 **Recognizing the Value of Federal Public Lands to Park City, Utah's Economy,**
23 **Recreation and Quality of Life:**

24 Mayor Thomas opened the public hearing.

25
26 Peter Gatch read a prepared statement supporting public lands. He indicated Charlie
27 Sturgis, Amy Mills and others who had to leave the meeting concurred with this
28 statement.

29
30 Mayor Thomas closed the public hearing.

31
32 Council Member Beerman indicated he was happy to see this resolution. The other
33 members of Council agreed.

34
35 Council Member Beerman moved to approve Resolution No. 19-2017, a resolution
36 recognizing the value of federal public lands to Park City, Utah's economy, recreation
37 and quality of life. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

3. Consideration to Approve the 2017 Park City Kimball Arts Festival, a Level Three Special Event, and Approve the Estimated City Service Special Event Fee Reduction in the Amount of \$172,860.00 in Accordance with the City Services Agreement:

Jenny Diersen, Special Events Coordinator, and Dave March, Executive Director of Kimball Arts Center (KAC), presented this item. Diersen reviewed some changes to the supplemental plan. The Gala would be held July 13 and would be considered a Level One Event. The art festival would be held August 4-6. March stated 2017 would be a baseline year for their sustainability efforts and in 2018 they would set a goal to reduce waste by 15%. They would encourage vendors not to use plastic bags, and they would use recyclable products, reusable banners, etc.

Diersen indicated there would be a \$20 charge for parking on China Bridge during the event, but free parking would be at the resort lots and the school district. A bike valet would also be available at 7th Street. With regard to communications, there would be a door-to-door notice, the text alert system, and the information would be translated into Spanish.

Diersen stated the KAC would pay \$10,000 for City services and requested a fee waiver for the rest of the fees.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Beerman requested that the festival ban plastic bags in 2018.

Council Member Worel moved to approve the 2017 Park City Kimball Arts Festival, a Level Three Special Event, and approve the estimated City service special event fee reduction in the amount of \$172,860.00 in accordance with the City Services Agreement. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

Council Member Matsumoto asked if this fee waiver was included in the \$200,000 threshold. Diersen indicated this was a contract and outside the \$200,000 fee waiver threshold.

4. Consideration to Approve Ordinance No. 2017-31, an Ordinance Amending Title 4, Licensing, Chapter 2, Business Licensing in General, Section 29 Vibrant Commercial Storefront in HCB and HRC, of the Municipal Code of Park City, Utah:

Jonathan Weidenhamer, Economic Development Manager, indicated that this ordinance would not allow businesses to get a temporary alcohol licenses if they didn't have a vibrant and active storefront throughout the year

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Worel indicated the language of the first sentence in 4-2-29, *"In order to be a Vibrant Commercial Storefront, a Storefront Property cannot meet four (4) or more of the seven (7) following conditions:"* could be written more clearly. Harrington proposed the following amendment, *"A Vibrant Commercial Storefront is a Storefront Property which cannot meet four (4) or more of the seven (7) following conditions:"*

Council Member Gerber moved to approve Ordinance No. 2017-31, an ordinance amending Title 4, Licensing, Chapter 2, Business Licensing in General, Section 29 Vibrant Commercial Storefront in HCB and HRC, of the Municipal Code of Park City, Utah, with the above mentioned amendments. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

5. Consideration to Approve a Coexistence Agreement with HIBL & SONS, LLC D.B.A. Park City Coffee Roasters ("PCCR") Which Enables PCCR to Proceed with Their Application to Register a Mark for "Park City Coffee Roaster":

Mark Harrington indicated this was the first trademark application since the Vail Trademark application was opposed by the City. He noted there was no risk of this trademark being misunderstood as referring to the City alone. Staff recommended approval.

Mayor Thomas opened the public hearing.

Rob Hibl stated he appreciated the time the City spent on this issue.

Mayor Thomas closed the public hearing.

Council Member Beerman moved to approve a Coexistence Agreement with HIBL & SONS, LLC D.B.A. Park City Coffee Roasters ("PCCR") which enables PCCR to proceed with their application to register a mark for "Park City Coffee Roaster". Council Member Matsumoto seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

6. Consideration to Continue an Ordinance Approving the First Amendment to Park City Film Studios Subdivision Plat, Located at 4001 Kearns Boulevard:

Kirsten Whetstone, Senior Planner, requested this item be continued to the July 20, 2017 meeting.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to continue an ordinance approving the First Amendment to Park City Film Studios Subdivision Plat, located at 4001 Kearns Boulevard to July 20, 2017. Council Member Worel seconded the motion.

RESULT: CONTINUED TO JULY 20, 2017

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

7. Consideration to Approve Ordinance 2017-32, an Ordinance Approving the Sixth Amendment to the Little Belle Condominium Plat Amending Unit 5, Located at 7195 Little Belle Court, Based on the Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney:

Tippe Morlan, Planner II, presented this item, and indicated the applicant requested to transfer private area to common area in order to expand deck space.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to approve Ordinance 2017-32, an ordinance approving the Sixth Amendment to the Little Belle Condominium Plat Amending Unit 5, located at 7195 Little Belle Court, based on the findings of fact, conclusions of law and conditions of approval in a form approved by the City Attorney. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

8. Consideration to Approve Ordinance 2017-33, an Ordinance Approving the Saldarini Replat, First Amended Plat Located at 158 Main Street, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Tippe Morlan, Planner II, stated this request would clean up the lot lines and encroachments. She stated the deck and other encroachments would need to be pulled back to the property.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Worel moved to approve Ordinance 2017-33, an ordinance approving the Saldarini Replat, First Amended Plat located at 158 Main Street, based on the findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

9. Consideration to Continue an Ordinance Approving Frank Andrew Building (FAB) Main Street Plat Amendment Located at 442/444 Main Street:

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to continue an ordinance approving Frank Andrew Building (FAB) Main Street Plat Amendment located at 442/444 Main Street. Council Member Worel seconded the motion.

RESULT: CONTINUED TO JULY 20, 2017

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

10. Consideration to Approve a Contract for State Lobbying Services, in a Form Approved by the City Attorney, with Legislative Executive Consulting, LLC

(David Stewart) for \$90,000 Per Year Beginning June 30, 2017 through June 30, 2020:

Matt Dias, Assistant City Manager, stated every three years a contract was put out to bid for lobbyist services. The lobbyist worked day in and day out during the Legislative Session on behalf of Park City. Dias felt the City was respected and had a good relationship at the Legislature in part because of the lobbyist.

Council Member Beerman stated Dave Stewart did an excellent job and he supported renewing the contract. He knew in the future, the City might need to put more emphasis in certain areas. Dias agreed and indicated this firm would recommend when and if more services would be required.

Council Member Worel asked if this was a firm where other members could be utilized. Dias stated this was a family firm and the ties to the Legislature ran deep. He said if additional resources were required, it would come to the Council for approval.

Council Member Beerman moved to approve a contract for State Lobbying Services, in a form approved by the City Attorney, with Legislative Executive Consulting, LLC (David Stewart) for \$90,000 per year beginning June 30, 2017 through June 30, 2020. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

11. Consideration to Approve a Cooperative Agreement Between the Utah Division of Forestry, Fire and State Land and Park City Municipal Corporation for Wildland Fire Suppression:

Hugh Daniels, Emergency Manager, stated this agreement was very good for the City. He noted an interlocal agreement with the Fire Department would come before Council in another month.

Council Member Worel asked when the Wildland Urban Interface ordinance would be adopted. Dave Thacker, Building Official, stated his team was working on this agreement and the goal would be to bring it to Council by mid-August.

Council Member Worel moved to approve a Cooperative Agreement between the Utah Division of Forestry, Fire and State Land and Park City Municipal Corporation for Wildland Fire Suppression. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Council Member Henney

VIII. ADJOURNMENT

IX. REDEVELOPMENT AGENCY

8I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present
Tim Henney	Committee Member	Excused
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chairman Thomas opened the public input portion of the meeting for those who wished to speak on items not listed on the agenda. No comments were given. Chairman Thomas closed the public input portion of the meeting.

III. NEW BUSINESS

1. Consideration to Approve an Economic Development Grant Contract in the Amount of \$11,600 for Motherlode LLC for the Purpose of Hiring New Employees, Increasing Marketing Outreach, and Making Retail Improvements to Their Current Store, in a Form Approved by the City Attorney:

Jonathan Weidenhamer, Economic Development Manager, Andrew Bunt, Sustainability Intern, and Jesse Santaularia, Motherlode LLC., presented this item.

Bunt stated Motherlode sought this grant for business expansion purposes.

Chairman Thomas opened the public hearing. No comments were given. Chairman Thomas closed the public hearing.

Committee Member Gerber moved to approve an Economic Development Grant Contract in the amount of \$11,600 for Motherlode LLC for the purpose of hiring new employees, increasing marketing outreach, and making retail improvements to their current store, in a form approved by the City Attorney. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Committee Members Beerman, Gerber, Matsumoto and Worel

EXCUSED: Committee Member Henney

ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Over the last year, Transportation Planning, Transit and Parking staff have been working to develop and implement a suite of alternative transportation solutions and Transportation Demand Management strategies to reduce local and regional VMT and associated congestion. These solutions include but are not limited to e-bike share program, new express transit service, increased and expanded regional service, expanded winter and summer frequency, and Intelligent Transportation System infrastructure (Blynco, Variable Message Signs, smart parking, real-time “next bus” technology, transit app. etc.).

As part of the next phase of implementing the City’s transportation program, staff is proceeding with project development activities associated with the SR 248 Corridor and Safety Improvement Project. This project is located on the SR 248 corridor and is generally bound by US 40 to the east and SR 224 to the west. The objective of the project is to reduce VMT and associated congestion, improve air quality, improve safety, improve access to the Park City School District’s Kearns Campus, improve the Bonanza/Monitoring/Kearns intersection, improve the SR 224/SR 248 intersection, and enhance the overall aesthetics within the corridor. This project is a high priority project for both the City and the County and was identified as a high priority project during the 2016 election when Proposition 9 and 10 were approved by the voters.

Respectfully:

Alfred Knotts, Transportation Planning Manager



City Council Staff Report

Subject: Approval of Professional Services Agreement with Lochner Inc. in the Amount of \$1,303,751.11 for Engineering and Environmental Document Preparation Services for the State Route 248 Corridor and Safety Improvement Project

Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner

Department: Transportation Planning

Date: July 20, 2017

Type of Item: Administrative

Summary Recommendation

Staff recommends that Council review and approve a Professional Services Agreement with Lochner Inc. in the amount of \$1,303,751.11 for Engineering and Environmental Document Preparation Services for the State Route (SR) 248 Corridor and Safety Improvement Project.

Executive Summary

Over the last year, Transportation Planning, Transit and Parking staff have been working to develop and implement a suite of alternative transportation solutions and Transportation Demand Management strategies to reduce local and regional VMT and associated congestion. These solutions include, but are not limited to:

- e-bike share program,
- new express transit service,
- increased and expanded regional transit service,
- expanded winter and summer frequency,
- parking management program, and
- Intelligent Transportation System infrastructure (Blynco, Variable Message Signs, smart parking, real-time “next bus” technology, transit app. etc.).

As part of the next phase of implementing the City’s transportation program, staff is proceeding with project development activities associated with the SR 248 Corridor and Safety Improvement Project. This project is located on the SR 248 corridor and is generally bound by US 40 to the east and SR 224 to the west. The objective of the project is to reduce VMT and associated congestion, improve air quality, improve safety, improve access to the Park City School District’s Kearns Campus, improve the Bonanza/Monitoring/Kearns intersection, improve the SR 224/SR 248 intersection, and enhance the overall aesthetics within the corridor. This project is a high priority project for both the City and the County and was identified as a high priority project during the 2016 election when Proposition 9 and 10 were approved by the voters.

It should be noted that while previous studies have been completed on this project various alternatives will still need to be developed and analyzed per NEPA. It is anticipated that the alternatives will include alternatives contained in the 2009 corridor

study as well as reasonably feasible alternatives brought forth by the public as part of the public engagement process.

Acronyms

ADT	Average Daily Traffic
BRT	Bus Rapid Transit
CFR	Code of Federal Regulations
EA	Environmental Assessment
FHWA	Federal Highway Administration
NTP	Notice To Proceed
RFQ	Request for Qualifications
ROW	Right-of-way
SOV	Single Occupancy Vehicles
STIP	Statewide Transportation Improvement Program
SOW	Scope of Work
TDM	Transportation Demand Management
TTMP	Traffic and Transportation Master Plan
VMT	Vehicle Miles Traveled

The Problem

Currently, the SR 248 corridor within the City Limits experiences congestion during peak times. This occurs at both the “narrows” area as well as key intersections such as Bonanza Drive and SR 224. In addition to the congestion the corridor also exhibits deficiencies related to safety, including vehicle and pedestrian access to the Kearns Campus. Other objectives within the corridor are to improve aesthetics and create a gateway experience for those entering and leaving the SR 248 corridor that that reflects Park City’s unique natural and human environment.

Based on field observations, 85% of the passenger vehicles traveling through the corridor are SOVs. The SOV percentage for this corridor shows a negative trend as the 2015 data showed SOV rate 79%. It should be noted to the target for this performance measures is 50% by 2040.

In addition to the growth in SOV over the last 2 years, ADT volumes on this corridor have increased by 27.63% over the last ten (10) years or 2.7% annually. As a comparison, SR 224 has increased 4.8% over ten (10) years or .48% annually. This trend on SR 248 is expected to continue as growth continues east of the US 40 corridor and both north and south the SR 248 corridor. However, given the other statewide priorities of UDOT, the SR 248 project was not recommended for funding within the next five (5) years of STIP programming meaning the soonest the project would be funded would be 2022. Given the continued congestion on the corridor and anticipated growth in ADT the existing and future condition pose a significant threat to Park City’s economy, environment, and quality life for residents and visitor experience.

The Opportunity

In February 2016, staff drafted and submitted a letter to UDOT Region 2 Director Bryan Adams (Attachment A) regarding alternate project delivery method in which Park City Municipal would take the lead on project development activities associated with preliminary

engineering, environmental documentation/clearance, and potentially final design while UDOT would take the lead on construction and construction administration. This proposed project delivery approach is currently not a common practice within UDOT in the sense they do not typically allow local agencies to take the lead on projects of this scope. That being the case, the City and UDOT had to work through numerous details related to project management, roles and responsibilities related to environmental clearance, funding, and procurement or professional services. These details took several months to work out and in February 2017 UDOT assigned a Project Manager to the project and authorized Park City and UDOT to jointly develop a Scope of Work consistent with UDOT's Project Delivery Network and issue the RFQ through their Office of Procurement. By proposing this alternate delivery method and taking the lead on the project an opportunity exist to proceed with project development in advance of UDOT's schedule for this project.

Background

- On February 12, 2009 Council adopted the SR 248 Corridor Plan by resolution
 - <http://www.parkcity.org/Home/ShowDocument?id=42127>
- April 2016 staff sent correspondence to Region 2 Director Bryan Adams proposing that Park City take the lead on project development activities for the SR 248 Project as to advance the project with local funding which is agreed upon by UDOT (Exhibit A)

Analysis

Purpose and Need

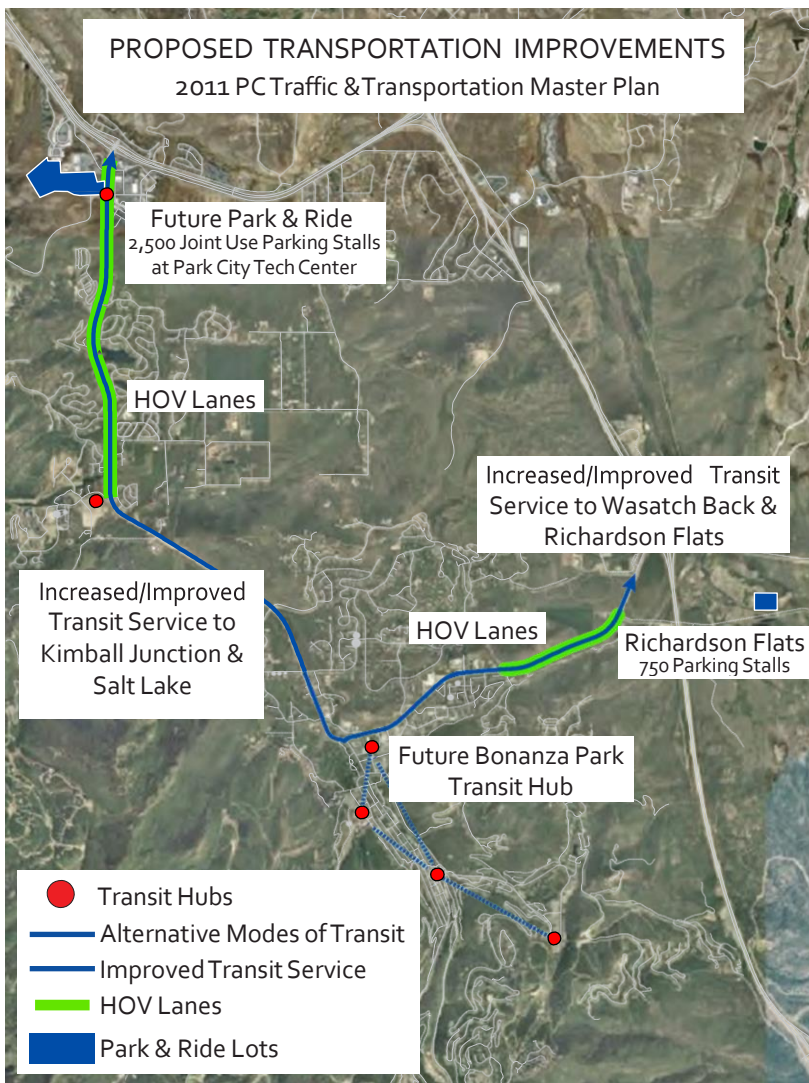
Transportation Planning, Parking, and Transit staff, as well Summit County staff, has worked collaboratively to develop a comprehensive approach to transportation system planning and implementation. Over the last several weeks numerous new and expanded services and programs have been implemented over the course of the next several weeks aimed at reducing VMT and SOV's through increase mode split to mass transit and active transportation modes and transportation system demand management.

Now that City staff has implemented significant transit service improvements and initial TDM programs the next step in the implementation phase of the transportation program is to advance strategic capital improvements such as the SR 248 project which have the following project goals:

- Improve access to the existing 750 space (650 City use; 100 Montage/Empire project employee/construction use) Richardson Flat Park and Ride Lot
- Increase capacity within the corridor by providing priority to mass transit
- Improve pedestrian safety by eliminating the existing at-grade pedestrian crossing
- Improve local and regional air quality by reducing VMT
- Improve driver safety by improving school access
- Improve wayfinding and aesthetics within the corridor
- Improve operations of key intersections along the corridor including but not limited to Comstock, Bonanza/Monitor, and SR 224
- Retain and/or enhance bicycle facilities within the corridor
- Capture, convey, and treat stormwater prior to discharge

Addressing existing deficiencies on the SR 248 corridor is one of the City's highest priority transportation projects. Not only because of existing delays during the AM and PM peak period but this project is a critical component to implementing the broader transportation strategy which is to increase capacity through alternative modes, specifically mass transit, as well as intercepting travelers before they enter Park City's primary entry corridors. However, in order for mode shift to occur from SOV to mass transit, travel times on transit must be comparable or superior to those of the private automobile.

In order to improve travel times via mass transit physical improvements are necessary throughout the corridor as are access improvements to Richardson Flat Park and Ride lot. Upon completion, the SR 248 Project will ultimately bring the Richardson Flat Park and Ride lot into daily, full-time use (current use is special events, and employee), provide transit priority through the corridor via BRT, and provide direct access to the multi-modal transit hub in the proposed Bonanza Park Arts and Culture District as envisioned in the 2011 TTMP and 2014 General Plan. Various alternatives will be developed and evaluated again this purpose and need as part of the development of the NEPA EA.





Conceptual Rendering of SR 248 Improvements East of Wyatt Earp – Bike lanes, dedicated transit/high occupancy vehicle lanes, vegetated toe slope protection

Note: Detailed improvements and operations will be dependent on the identification and approval of a preferred alternative

Procurement

On April 19, 2017 UDOT, through their Office of Procurement, posted a qualifications based services solicitation for engineering and environmental services consistent with United States Code (USC) Title 40, Chapter 11, Sections 1101 – 1104 (Selection of Architects and Engineers, otherwise known as The Brooks Act).

On May 3, 2017 the solicitation closed with the following two (2) firms submitting proposals 1) Lochner and 2) WSP (formerly Parsons Brinkerhoff).

Following submittal of the proposals a Selection Committee of the following representatives completed a review of each proposal:

Representative	Title	Agency
Alfred Knotts	Trans. Planning Manager	Park City Municipal
Julia Collins	Senior Trans. Planner	Park City Municipal
Matt Cassel, P.E.	City Engineer	Park City Municipal
Steve Quinn	Project Manager	UDOT
Patrick Cowley, P.E.	Traffic Operations Engineer	UDOT
Brandon Weston	Enviro. Services Director	UDOT
Naomi Kisen	NEPA Program Oversight	UDOT

Each proposal was evaluated using UDOT's Decision Lens Program and (<http://decisionlens.com/customers/utah-department-of-transportation>) consistency with the following contract goals outlined in the RFQ:

- a. Conduct a thorough, objective, and technically sound environmental study resulting in a context- sensitive multi-modal transportation solution that addresses existing and future transportation needs, is an asset to the communities, promotes economic vitality of Park City and Summit County, addresses existing access and safety issues within the corridor, and is compatible with the natural and built environment.

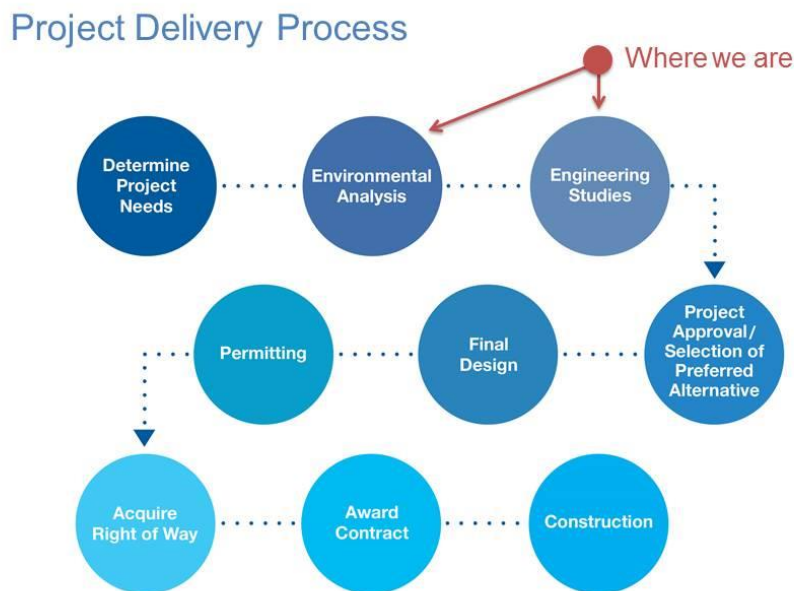
- b. Engage public and private project stakeholders in a pro-active and cooperative manner to solicit feedback, resolve concerns, respond to comments, as necessary, and build consensus throughout the process.
- c. Provide comprehensive, accurate, and well-organized documentation of the process.
- d. Complete all work in a timely and cost effective manner.

After a thorough evaluation of the proposals, including the firm's and team's qualifications and experience, the Selection Committee unanimously selected Lochner as the most qualified firm for this project. Following the selection of the Lochner UDOT, the City, and Lochner entered into contract negotiations which resulted in the final contract amount of **\$1,303,751.11**. The full SOW and cost breakdown can be found in Attachment B.

It should be noted that the procurement process outlined above is also consistent with Policy D.4 of Park City's "Contracts and Purchasing Policy," as amended.

Schedule

Currently, the contract schedule calls for approximately 15 months from NTP to complete preliminary engineering and associated engineering studies and the EA consistent with Council on Environmental Quality Regulations Implementing NEPA (40 CFR Section 1500 et seq.), and the FHWA's NEPA Regulations and Procedures. For illustrative purposes, staff has provided a diagram to clarify to the public and Council where the project is in the Project Development Process:



A complete baseline schedule is included in this staff report as Attachment C.

Funding

In regards to funding, the City has proposed to commit funding in the amount requested as part of this action to initiate project development activities associated with the SOW contained in Attachment A. It is important to note that without taking the lead on the project there is a high likelihood that the construction date for this project would not occur within the next 5 – 7 years given this project is not on the 5 year STIP (note: projects are required

to be on the STIP in order to receive state and/or federal funding for project development activities— i.e. planning, environmental, right-of-way, design, construction).

By Park City demonstrating this commitment Region 2 has recently recommended the SR 248 Project receive fund as part of the DRAFT 2018 – 2023 STIP in the amount of \$10,000,000 scheduled for adoption on October 2017 (see Attachment D). It should be noted that the \$10,000,000 is placeholder given the project is in the initial phases of the Project Development Process. The critical path for the project is the selection of a preferred alternative and approval of the EA which is the SOW associated with this requested action. Upon the completion of this SOW, it is anticipated the City and UDOT will have an approved EA within the 15 month contract timeline which will provide more refined construction estimate. This will allow UDOT to program additional state and/or federal funds while the City will be able to request additional funding from the new countywide sales tax. Current high level construction estimates for this project range from \$15 – \$20 million, however, construction cost will be dependent on the scope of the selected preferred alternative.

Following completion and adoption of the EA staff will budget additional funding for ROW and final design and return to Council for authorization to proceed with these phases.

Consistency with the 2011 Traffic Transportation Master Plan and 2014 General Plan:

2011 TTMP

The following goals are 2011 TTMP which states the following

GOAL 1. Park City will have a multimodal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.

Strategic Objectives by 2040:

a. Drive-alone mode share for trips on gateway corridors into Park City jobs will decrease to 50 percent (from over 70 percent in 2011 and 85 in 2016).

GOAL 5. Mobility and accessibility in Park City will be as good or better than today while achieving a net reduction in the amount that each person drives a car.

Strategic Objectives by 2040:

a. Park City VMT will be tracked based on automobile counts at the major gateway corridors and will not increase faster than Park City housing or job growth.

2014 General Plan:

The following “Implementation Strategies” are contained in the “Small Town” element of the General Plan which states the following:

3.8 Design redevelopment and transportation infrastructure to allow for future upgrades to mass transportation systems, including light rail, bus rapid transit, and gondolas.

3.10 Locate Park-and-Rides, transfer stations, and transit centers in areas that will increase public transit ridership and carpooling decreasing the amount of single passenger automobiles commuting to and from Park City

The aforementioned goals and implementation strategy demonstrate that this requested action and associate project is consistent with the TTMP and General Plan.

Alternatives for City Council to Consider

- 1. Alternative 1:** Authorize the City Manager to sign the Professional Service Agreement for a Not to Exceed amount of One Million Three Hundred Thousand Three Hundred Three Thousand Seven Hundred Fifty One Dollars and Eleven Cents (\$1,303,751.11)

Pros

- a. Approval of the requested action will initiate project development on one of the City's highest priority projects in advance of UDOT's timeline
- b. Expenditure of the City funds will leverage future state and/or federal funds as local match
- c. By taking the lead on the project, the City can develop project alternatives that are consistent with existing City goals and policies and that contribute, not detract, from Park City's unique natural and human environment
- d. Implementation of this project will allow the City to utilize Richardson Flat as planned

Cons

- a. No negative actions have been identified with this action

- 2. Alternative 2 – Deny Item:** Council could choose to not authorize the contract with Downtowner Inc.

Pros

- a. Funds in the amount of \$1,303,751.11 will not be expended on project development activities

Cons

- a. The project will be on UDOT's timeline which means the project may not be constructed in the next 5-7 years
- b. Local funds will not be provided as much and will not leverage future state and/or federal dollars.
- c. SR 248 will continue to experience peak delay which as anticipated to worsen given the 2.7% annual growth in ADT.
- d. Air quality will be adversely impacted due to the delay and associated idling
- e. Access to the Kearns Campus will continue to be an issue during school sessions
- f. A comprehensive transportation solution will not be realized for the SR 248 Corridor in the near future
- a. Additional transportation alternatives will not be available to the community in advance of

Parking Management

- b. Evaluation of the effectiveness of the pilot program will not occur
-
- 4. **Modify the Item Alternative:** Council could choose to change the contract terms. Staff does not recommend this alternative.
 - 5. **Continue the Item Alternative:** Council could choose to continue the item. Staff does not recommend this alternative.

Cons

Continuing could delay the implementation of the SR 248 Project and further delay this high priority project. Continuing could result in missing the summer protocol field season for environmental surveys

- 6. **Do Nothing Alternative:** Council could choose to do nothing regarding this issue, but this would cause no action toward two of Council's "Critical Priorities." Traffic will increase and congestion worsen resulting in adverse air quality impacts. Staff does not recommend this alternative.

Department Review

This report was reviewed by Executive, Legal, Transit/Parking and Budget.

Funding Source

Funding for this service is available from the City's Transit Fund, including Flagstaff Transfer Fees designated for transportation. Funding for subsequent phases will come from the recently passed County-wide sales tax as well as state and federal funding.

Attachments:

- Attachment A – UDOT STIP Letter
- Attachment B – Lochner Scope of Work
- Attachment C – Baseline Project Schedule
- Attachment D - Draft 2018 – 2023 STIP

Attachment A

Attachment B

Attachment C

Attachment D



February 11, 2016

Sent Via Email

UDOT, Region Two
Attn: Bryan Adams, P.E., Region Director
2010 South 2760 West
Salt Lake City, UT 84104

**Subject: State Route (SR) 248 Congestion Relief Project (Project ID 2015025):
Project Development Approach and State Transportation Improvement Program Funding**

Dear Mr. Adams:

First off, please let me congratulate you on your appointment as UDOT Region 2 Director. UDOT and Park City have partnered very well on transportation and transit improvements over the years, and we look forward to continuing this relationship during your tenure.

Secondly, I wanted to take to the opportunity to continue dialogue on the above-referenced project with you and your staff. As I believe you are aware, Park City Municipal Corporation recently completed an update to the *SR 248 Corridor Plan* completed in 2009 by H.W. Lochner. The purpose of this most recent effort was to recalibrate traffic projections within the corridor (based on updated traffic counts and growth assumptions), as well as reevaluate the alternatives proposed in the 2009 report. This report was submitted to Region 2 in October for review and consideration. Both the 2009 report and the 2015 supplemental report are included in this correspondence as Attachment A and Attachment B, respectively.

The update to the 2009 report identified Alternative 3 as the preferred alternative which proposes widening SR 248 to a four-lane cross-section from Sidewinder Drive to Richardson Flats within the existing footprint (as shown below) to accommodate a dedicated HOV/Transit lane.

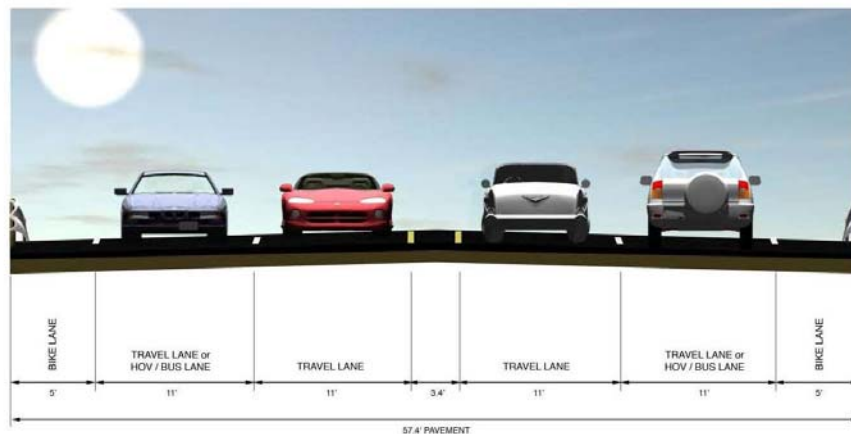


Figure 2: Four Lane with HOV Lanes (Within Existing Footprint)

The current transportation planning emphasis within Park City is to provide increased capacity through means other than traditional road widening (e.g., transportation demand management, alternative modes, and/or mass transit). Alternative 3 is consistent with this planning philosophy and will assist in achieving broader transportation goals throughout the greater Park City area. It should also be noted that transportation/congestion relief is one of the City Council's Top Three "Critical Priorities" for the community. The Summit County Council has also identified transportation as one of their top priorities.

To effectively address this priority, the City recognizes that appropriate improvements need to be implemented on an accelerated schedule. To facilitate this schedule, Park City organized a project scoping meeting following our January 8 City/County/UDOT monthly coordination meeting. The intent of this meeting was to discuss roles and responsibilities, STIP programming/funding, and schedule.

At this meeting, Brooks Robinson, Park City Senior Transportation Planner, Horrocks Engineering staff, and I met with Patrick Cowley and Jeff Lewis from Region 2 to discuss the topics listed above. In advance of the meeting, I referenced the current adopted STIP and was unable to locate this project or any associated funding programmed for project development for FY 2016 through 2021. The project is, however, included in the UDOT Long Range Transportation Plan, and listed as a "Phase 1" Long-Range Plan Phase, which has 2015-2024 planning horizon.

In acknowledging that this Project was not currently programmed for funding, I presented an alternative project delivery method to Region 2 representatives in which Park City would fund and manage the project through final design, utilizing qualified professional services to be approved by UDOT. The project would be developed in accordance with the most current version of UDOT's Project Delivery Network (PDN) and associated tasks/milestones. Additionally, Park City and the yet-to-be-determined engineering firm will ensure that all plans, specifications, engineering, and estimating/bid items are consistent with all UDOT-approved standard plans, standard specifications, manuals, and/or guidelines. To ensure proper oversight, we propose engaging UDOT Region 2 staff on a regular basis, seeking concurrence on the consultant's scope of work, and providing ample review time for any and all deliverables associated with UDOT's six phases in the PDN, as outlined below:

1. Scoping
2. Geometry
3. Plan-in-Hand
4. PS&E (Plans, Specifications, and Estimate)
5. Advertising*
6. Post Advertising*

*Note * - Advertising and Post Advertising are anticipated to be administered by UDOT*

While we recognize that allowing a local agency to conduct project development activities on State Highway System facilities may not be typical, it should be said that this project is a very high priority, not only for the residents of Park City but for those of the greater region who travel to and from the Park City area on SR 248 for work, recreation, culture, and events.

Currently, the corridor experiences heavy congestion during peak times and also presents safety issues in and around the Park City School District campus. We believe proceeding with a comprehensive corridor-improvement project in the immediate future will address existing operational and safety deficiencies on SR 248, as well as address future demand by providing infrastructure that gives options that are competitive with the private automobile. This proposed approach anticipates Park City providing local funding up to the construction phase, while working with UDOT staff concurrently to secure construction funding through the STIP process, Chokepoint Program, and/or other appropriate funding mechanisms.

Upon receipt and review of this correspondence we would like to schedule a meeting with you and appropriate Region 2 staff to discuss the proposed approach outlined above, including scope, schedule, funding, and any necessary Cooperative Agreement and/or Letter of Intent. Please let us know a time and location that is convenient for you and your staff, and we will accommodate your schedule.

If you have any questions or comments or require additional information or assistance downloading the files, please do not hesitate to contact me at (435) 615-5360. Thank you in advance for considering this request, and we look forward to working with on addressing congestion on the SR 248 corridor.

Sincerely,



Alfred Knotts
Transportation Planning Manager

Enclosure:

ec: Jack Thomas, Mayor
Cindy Matsumoto, Councilwoman
Becca Gerber, Councilwoman
Andy Beerman, Councilman
Tim Henney, Councilman
Nann Worel, Councilwoman
Diane Foster, City Manager
Matt Dias, Assistant City Manager
Anne Laurent, AIA, PMP, Community Development Manager
Matt Cassel, P.E., City Engineer
Blake Foncesbeck, Public Works Director
Nate Rockwood, Capital Budget, Debt, and Grants Manager
Brooks Robinson, Senior Transportation Planner
Patrick Cowley, P.E., UDOT

ATTACHMENT A

SR-248 Corridor Plan



Prepared for
Park City

By H.W. Lochner

March 2009

LOCHNER

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Chapter 1: Project Overview

Background and Purpose of Study

SR-248 is one of the primary arterial roads through Park City, a world-class ski resort community, and serves multiple purposes. In addition to serving as a key bicycle corridor and utility corridor, it also carries visitors to Deer Valley Resort, Park City Mountain Resort, and the historic Main Street district. It also carries employee and service vehicles into and out of the city.

SR-248 between US-40 and SR-224 is a mixture of two and four lane configurations and is bordered by a three-school campus as it enters Park City. The road carries approximately 17,000 vehicles per day (2006 AADT) with peak loads of 2,000 vehicles per hour and 21,000 vehicles per day. Population in the area is growing at an average annual rate of approximately seven percent, and associated traffic is forecasted to follow a similar growth pattern. SR-248 experiences recurrent congestion during the morning and afternoon commute hours; this congestion is further exacerbated on peak days.

Park City's *Entry Corridors Management Strategic Plan*—adopted on March 20, 2006—set forth objectives for managing transportation and traffic along major entry corridors into Park City, including SR-248. One of the key objectives identified in the strategic document is “to gain a thorough understanding of volumes and travel patterns that make up the current and future traffic conditions along the entry corridors.” Another key objective identified in the plan is to “ensure current capacity of entry corridors are utilized effectively before expanding roads or related infrastructure.” These two objectives necessitated six individual studies completed for portions of the SR-248 corridor:

- *Quinn's Junction SR-248 Access Study (Horrocks 2005)*: The purpose of this study was to identify potential access locations that would service future development on SR-248 between US-40 and Park City, Utah.
- *Bonanza Drive Study (2006)*: The purpose of this study was to evaluate traffic capacity needs and improvements along Bonanza Drive. It also included coupling capacity improvements with future roadway construction activities.
- *Parking and Circulation Master Plan for Park City High School Report (InterPlan 2006)*: The purpose of this study was to examine pedestrian circulation and other transportation issues related to renovating Park City High School.
- *Park City Heights Traffic Impact Study (Hales Engineering 2007)*: The purpose of this study was to examine traffic impacts associated with a proposed development. This development would be located on approximately 200 acres of land contiguous to the current Park City Municipal eastern boundary.
- *SR-248: SR-224 in Park City to SR-32 in Kamas Level One Corridor Study (InterPlan 2007)*: The purpose of this level-one corridor study was to set the context for a 20-year improvement plan.
- *SR-248 Corridor Study (InterPlan 2008)*: The purpose of this study was to gain a thorough understanding of the volumes and travel patterns that make up the current and future traffic conditions along the entry corridor of SR-248 and to consider a range of transportation solutions for this corridor.

As a result of the SR-248 Corridor Study completed in 2008, Park City requested a comprehensive corridor plan be prepared. This corridor plan would include a more detailed consideration of the four lane alternative, directional lane alternative, and dedicated bus/HOV lane alternatives. In addition, Park City requested that consideration be given to pedestrian and bicycle modes, alternative entry corridors, and carbon impacts associated with all suggested alternatives. It was also requested an opportunity for public input be given. The following plan has been prepared to meet this request and to ensure that a long-term sustainable transportation solution for SR-248 be identified.

Public Involvement

A two-part public involvement process was developed for the SR-248 Corridor Study project:

- Broad-reaching community involvement
- Focused collaboration with key stakeholders

Public input was a critical component during the project and the development of alternatives. Below is an overview of the public involvement tools that were utilized during this project.

Public Involvement Tools

Tools used to solicit input from the public included:

- *Interactive Project Website:* The project website provided an overview of the project, information about upcoming events, and an interactive comment form. The website is located at www.sr248parkcity.com.
- *Media Relations:* Media releases were developed and sent to KPCW and the Park Record. The releases were used to advertise the project website, update the public on the project, and invite people to attend a public open house.
- *City Council Presentations:* A City Council work session update was held on November 20, 2008. City Council members were invited to ask questions and provide input on the project. Small update meetings with two Council members were also held on December 17, 2008, January 6, 2009, and January 8, 2009.
- *Public Open House:* A public open house was held on September 30, 2008 from 5:00 to 7:00 P.M. at the Park City Shadow Ridge Resort Hotel and Conference Center in Park City, UT. The purpose of this meeting was to solicit input from the general public regarding the four alternatives:
 - Reversible Lane
 - Dedicated Bus/HOV Lane
 - Four Lanes: Full Widening
 - Four Lanes: Minimal Widening

Approximately 30 members of the public attended this meeting and gave comments by using comment cards and writing on provided project maps.

- *Stakeholder Committee:* A committee was developed to represent the interests of individuals with a stake in the project. A cross section of local business owners, local residents, school district representatives, event coordinators, trail representatives, county representatives, and city staff participated in this committee. There were approximately 12 members. A list of stakeholder committee members and the organizations they represent is included in Appendix B. Two stakeholder committee meetings were held during the course of the project. The first meeting was held to determine stakeholder preferences regarding the four alternatives. The second committee meeting was held to report back to committee members regarding the outcome of the alternatives analysis and the project team's recommendations.

Summaries of the comments from the public open house and the stakeholder committee meetings can be found in Appendix A.

Chapter 2: Roadway Design Alternatives

As part of the SR-248 Corridor Study, a range of alternatives was evaluated. These included widening the corridor to four lanes, constructing four lanes within the existing footprint, creating dedicated bus/HOV lanes, and constructing a range of reversible lane options. Below is a detailed description of each alternative. Conceptual layouts of each are included in Appendix C.

Between Wyatt Earp Way and Old Dump Road, SR-248 is confined between a hillside to the north and wetlands to the south. For all alternatives, the removal of the existing planter at this location is necessary to avoid or minimize widening into these areas. The feasibility of lowering SR-248's speed limit when approaching Wyatt Earp Way will be evaluated by UDOT and is recommended. All alternatives also assume construction of a pedestrian tunnel across SR-248 directly east of Comstock Drive. Park City anticipates hiring a consultant to prepare the design and to undertake construction management for by the middle of February 2009. The target completion date for the pedestrian tunnel is the summer of 2009. Last, it is proposed on all alternatives that landscaping is constructed at various locations between Comstock Drive and Wyatt Earp as a traffic calming measure.

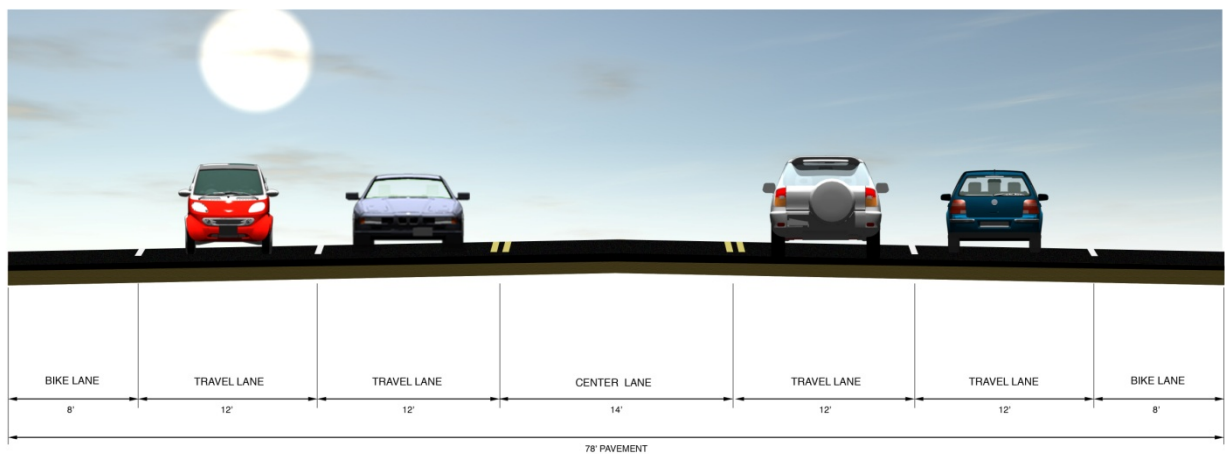
Alternative 1: No-Build Alternative

This alternative assumes that no major capital investments would be made along the SR-248 corridor except for the TDM strategies outlined below.

Alternative 2: Four Lane (Full Widening)

This alternative involves widening the road between Sidewinder Drive and Wyatt Earp Way to include four 12-foot travel lanes with a 14-foot center turn lane, which would accommodate turning movements. East of Wyatt Earp Way, the road would be widened where necessary to accommodate a lane configuration as depicted below. Two five-foot bike lanes would be incorporated between SR-224 and Wyatt Earp Way. East of Wyatt Earp Way two eight-foot bike lanes and a shoulder would be included.

Figure 1: Four Lane (Full Widening)



Alternative 3: Four Lane with HOV Lanes (Within Existing Footprint)

This alternative involves widening the road section between Sidewinder Drive and Wyatt Earp Way to include four 11-foot travel lanes (narrowed from the existing 12 feet) with a 14-foot center turn lane, which would accommodate turning movements. The two outside travel lanes would be dedicated HOV/bus lanes between Wyatt Earp Way and Old Dump Road as depicted below. In the area between Wyatt Earp Way and Old Dump Road, eleven-foot lanes and five-foot shoulders would be used to accommodate four travel lanes within the existing roadway footprint. This would provide 3.4 feet of median separation between eastbound and westbound traffic. At the current posted speed of 50 mph, an exception to current design standards would be needed to incorporate this alternative. Minor widening without cutting into the existing hillside may also be possible in this area. This widening could be used to accommodate a median barrier to enhance safety. Continuous bike lanes would be provided between SR-224 to US-40.

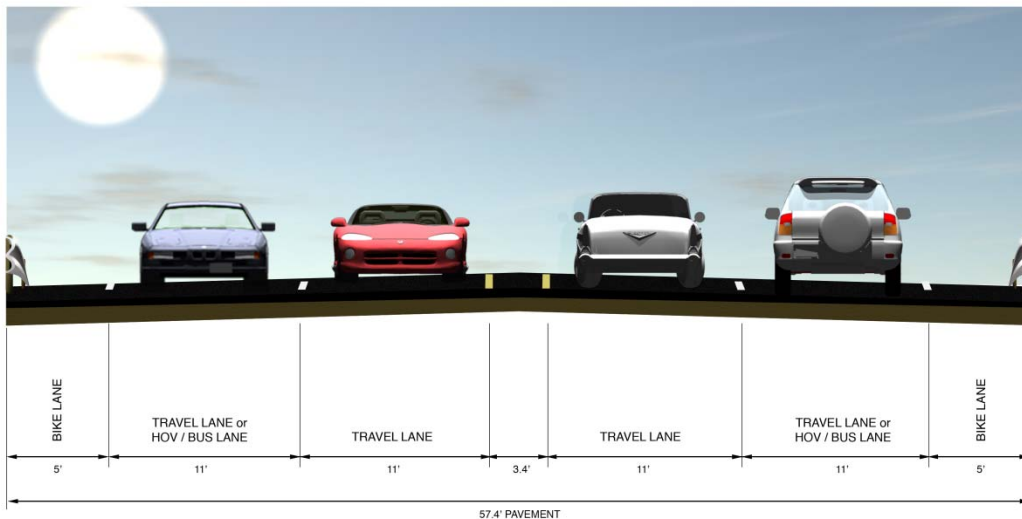


Figure 2: Four Lane with HOV Lanes (Within Existing Footprint)

Alternative 4: Reversible Lanes

A range of reversible lane scenarios were considered along SR-248, including reversible lanes from US-40 to Comstock Drive, reversible lanes from US-40 to Bonanza Drive, reversible lanes from Wyatt Earp Way to Old Dump Road, and HOV reversible lanes from Wyatt Earp Way to Old Dump Road. However, alternatives with reversible lanes west of Wyatt Earp Way are expected to fail due to the high number of turning movements on SR-248 into the school zone; therefore, these alternatives were removed from the analysis. Reversible alternatives carried forward for consideration are described below.

Alternative 4A: Reversible Lanes from Wyatt Earp Way to Old Dump Road

This alternative would widen the existing facility to four lanes (two lanes in each direction) between SR-224 and Wyatt Earp Way. The roadway between Wyatt Earp Way and Old Dump Road would be a reversible lane facility, providing two lanes into Park City during the morning commute and two lanes out of Park City during the evening commute. The reversible lane facility would fit within the existing roadway footprint, as shown below. During off peak times the center lane would be largely unused and would provide separation between eastbound and westbound traffic. East of Old Dump Road, the roadway would again be widened to four lanes; this would continue until US-40.

Alternative 4B: HOV Reversible Lanes from Wyatt Earp Way to Old Dump Road

This alternative would widen the existing facility to four lanes (two lanes in each direction) between SR-224 and Wyatt Earp Way. The roadway between Wyatt Earp Way and Old Dump Road would be a reversible lane facility for HOV vehicles only, providing two lanes into Park City during the morning commute and two lanes out of Park City during the evening commute. The reversible lane facility would fit within the existing roadway footprint, as shown below. During off peak times, the center lane would be largely unused and would provide separation between eastbound and westbound traffic. East of Old Dump Road, the roadway would again be widened to four lanes; this would continue until US-40.

Figure 3: Reversible Lane

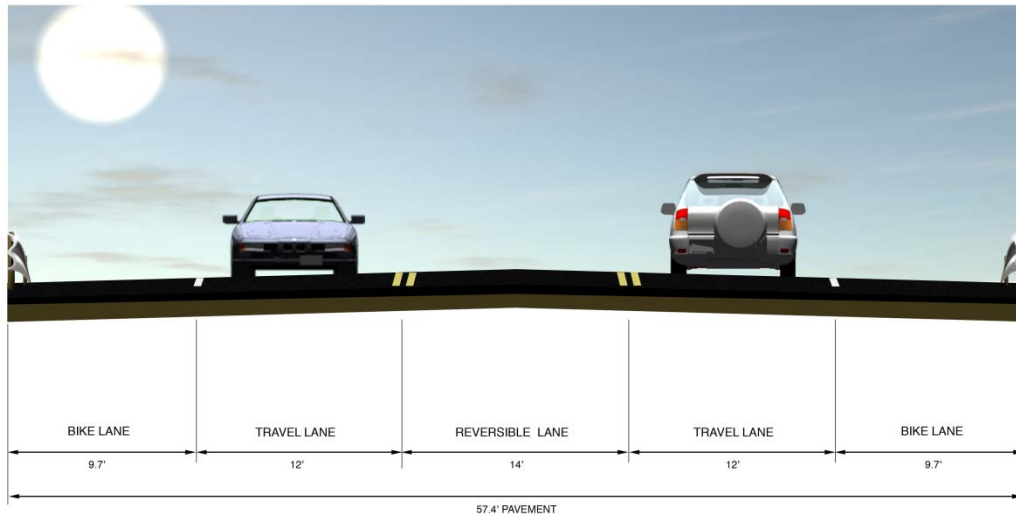


Figure 4: Direction Control Gantry and Lights



Comparison of Alternatives

Table 1: Comparison of Alternatives

Alternative		2014 Travel Time (Min)	Cost	ROW Impacts	Pros	Cons
1	No-Build Alternative	N/A	-	-	Does not require additional investment; no ROW or environmental impacts.	Does not serve future traffic volumes.
2	Four Lane	7	\$9 – 13 M	0.7 Acres	Includes 8 feet for bike lanes & shoulder; more intuitive than reversible lanes.	Increased ROW/environmental impacts due to widening; also the highest cost.
3	Four Lane with HOV Lanes (Within Existing Footprint)	7.5	\$5 – 9 M	0.2 Acres	Supports TDM initiative; includes between 5 – 8 feet for bike lanes and shoulder; more intuitive than reversible lanes.	Broken down vehicles in shoulder would impact HOV lane traffic flow between Wyatt Earp Way and Old Dump Road.
4A	Reversible Lanes from Wyatt Earp Way to Old Dump Road	8	\$5 – 10 M	0.2 + Acres	Includes 8 feet for bike lanes & shoulder.	Signing costs; may fail in off-peak direction if directional split changes; does not support TDM initiative; less intuitive than four-lane alternative.
4B	HOV Reversible Lanes from Wyatt Earp Way to Old Dump Road	8.5	\$5 – 10 M	0.2 + Acres	Includes 8 feet for bike lanes & shoulder; supports TDM initiative.	Signing costs; HOV lane must be located in center requiring buses to merge into general purpose lane to access Park-and-Ride; may fail in off-peak direction if directional split changes; less intuitive than four lane alternative.

Notes:

1. All alternatives include a center turn lane from SR-224 to Wyatt Earp Way and again from Old Dump Road to US-40.
2. HOV lanes may be managed for carpoolers with more than two, three, or four persons in the car depending on the use. HOV lanes may be used as a toll lane like I-15 North in Salt Lake.
3. All alternatives include continuous bike lanes from SR-224 to US-40.

Traffic Operations

Table 2: Traffic Operations and Level of Service

Alternatives		2008 Travel Time (Minutes)				2014 Travel Time (Minutes)				2020 Travel Time (Minutes)				Traffic Impacts
		A.M. Peak	P.M. Peak	A.M. LOS	P.M. LOS	A.M. Peak	P.M. Peak	A.M. LOS	P.M. LOS	A.M. Peak	P.M. Peak	A.M. LOS	P.M. LOS	
	Existing	12	12	B	A	-	-	-	-	-	-	-	-	N/A
1	No-Build	-	-	-	-	30.5	32.5	F	F	32.5	46.5	F	F	Many signals east of Bonanza fail in p.m. peak in 2014; all fail in 2020.
2	Four Lane	-	-	-	-	7	7.5	C	C	8	10	C	C	Most signals are at a LOS C or better in 2014 and 2020.
3	Four Lane with HOV Lanes (Within Existing Footprint)	-	-	-	-	7.5	9	C	C	8.5	10.5	C	C	Lanes are narrowed to 11 feet, causing minimally reduced travel speeds (compared to Alternative 2). All signals perform well in 2014; IHC and Old Dump Road do not function well in 2020.
4A	Reversible Lanes from Wyatt Earp Way to Old Dump Road	-	-	-	-	8	10	C	C	8	12	C	C	Signals generally perform at a LOS C or better.
4B	HOV Reversible Lanes from Wyatt Earp Way to Old Dump Road	-	-	-	-	8.5	10	C	C	8.5	12	C	C	Signals generally perform at a LOS C or better.
■ = Good; ■ = Medium; ■ = Poor * Refers to available shoulder space from SR-224 to Bonanza/Bonanza to US-40 ** Travel times calculated between SR-224 and US-40														

Summary points from the traffic operations table include the following:

- Alternative 1 results in significant, arguably unacceptable, travel times in 2014 and beyond.
- Alternatives 2 and 3 provide the best corridor performance over the study period (2008 to 2020).
- Alternative 4A and 4B provide a reasonable corridor level of service over the study period.

Discussion of Reversible Lane Alternatives

For both reversible lane alternatives (Alternatives 4A and 4B), the difference between the peak and off-peak direction differs markedly. Land use development patterns may impact the success of these alternatives in the future. The peak direction is sufficiently accommodated through 2020 by the two reversible lane alternatives being considered; however, the off-peak direction may not be sufficiently served in 2014 depending on the level of congestion deemed tolerable by Park City.

Alternative 4B does not function well as a dedicated HOV/bus facility. If the HOV/bus lane is placed in the outside lane, the necessary HOV pavement markings would still be present during off-peak hours even though only one general purpose lane is available. This would create driver confusion and a potentially unsafe condition. If the HOV/bus lane is placed in the reversible lane, this problem is solved, but another is created when buses or carpools are forced to merge into the general purpose lane at Old Dump Road to access the park and ride facility. Merging into the general purpose lane would increase the travel time for vehicles using the Park-and-Ride facility.

Transportation Demand Management

Table 3: Percentage of Traffic Volume Reductions Based on TDM

	2008		2014		2020	
	A.M. Peak	P.M. Peak	A.M. Peak	P.M. Peak	A.M. Peak	P.M. Peak
Existing (Baseline)	0%	0%	N/A	N/A	N/A	N/A
TDM	5%	5%	16%	10%	23%	13%
TDM with HOV Lane	6%	6%	20%	12%	29%	17%

TDM Policy Considerations

The alternatives outlined above include options for incorporating HOV lanes along SR-248. These alternatives would capitalize on the 750-space Park-and-Ride lot located at Quinn's Junction and planned to open in 2009. HOV lanes would accommodate buses, carpools, shuttles, and any other vehicle carrying more than one person.

To make these alternatives function most effectively, Park City Municipal officials need to consider an aggressive and comprehensive citywide travel demand management (TDM) strategy to make the use of the Quinn's Junction Park-and-Ride lot more attractive than driving a single-occupant vehicle.

By 2014, these strategies are suggested for implementation:

- Maintain 15-minute transit headways.
- Work with UTA to implement express bus service between Park City and Salt Lake City.
- Form a transportation management association (TMA) for downtown businesses and employers. TMAs typically work with businesses, schools, and other organizations to reduce traffic congestion, increase mobility and access, and educate the public on alternative transportation options.
- Form a TMA for ski resorts and hotels to evaluate employee and visitor transportation options. Options include offering incentives such as reduced rate ski passes for utilizing the Park-and-Ride lot.
- Limit new parking construction citywide, especially in the downtown area.
- Through the zoning and permitting process, reduce the parking requirement for downtown development/redevelopment efforts in exchange for a commitment from businesses to have their employees

park at the Park-and-Ride lot. A shuttle service or Park City transit service would provide transportation for those employees into Park City.

- Require ski area employees to use the Park-and-Ride lot for parking.
- Increase downtown employee parking rates at China Bridge and other potential downtown parking so that downtown employees utilize the Park-and-Ride lot.
- Develop a marketing campaign aimed at tourists visiting Park City that promotes the use of transit.
- Continue to subsidize employee vanpools for Park City Municipal employees.
- Work with major employers to enhance UTA's vanpool usage.
- Add enclosed bicycle lockers at the downtown transit center to encourage bicycle transportation in the city.

By 2020, these strategies are suggested for implementation:

- Decrease transit headways to ten minutes.
- Place variable message signs on I-80 and US-40 indicating the real time status of downtown parking (i.e., "China Bridge Parking FULL") and providing directions to the Park-and-Ride lot. This would be especially valuable during special events such as Sundance.
- Allow for and actively encourage commuter services at the Park-and-Ride like coffee stands, dry cleaning shuttles, and day care shuttles.
- Provide real time transit information at the Park-and-Ride lot (i.e., "The next bus to Park City Main Street will arrive in four minutes").

In addition to considering the TDM policies outlined above, Park City will evaluate SR-248 access management strategies SR-248 that could be incorporated during final design.

Alternative Entry Corridors

In addition to SR-224, SR-248, and Guardsman's Pass, an analysis was undertaken to identify gateway corridors that could be used to provide congestion relief and additional access into Park City. The following is a description of the three alternatives considered and a discussion of the pros and cons of each.

Rail Trail

The existing Union Pacific Rail Trail is a 30-mile (approx.) trail, extending from the Prospector area of Park City to Echo Junction near Coalville and travels along an old railroad route. The Union Pacific Rail Trail State Park is open to all non-motorized traffic but is used primarily by mountain bikers. Park City has jurisdiction over the first 0.2 miles where the Rail Trail intersects the east side of Bonanza Drive slightly north of Lower Iron Horse Loop. An evaluation was undertaken to determine if a bus rapid transit (BRT) system could be constructed within the rail trail to provide transit service between the future Park-and-Ride lot at Richardson Flat and the Park City Transit Center.

BRT is a relatively new technology being used around the world to provide the best features of light rail (e.g., high frequency, reliability, speed, and high capacity) with the flexibility and cost advantages of using a rubber-tired vehicle. Typical features of a BRT system include the following:

- BRT vehicles operating in exclusive lanes
- Stations similar to light rail with canopies, platforms, and public art
- Pre-pay before boarding to save time
- Multiple doors for quick entry/exit
- Communication between BRT vehicles and signalized intersection
- Priority at signalized intersections
- Intelligent transportation systems used to track vehicle locations, control traffic signals, and provide vehicle arrival information



Within the existing rail trail right-of-way, a BRT system could be constructed between the future Park-and-Ride lot at Richardson Flat and Bonanza Drive. To access the Park City Transit Center, BRT vehicles could operate in mixed-flow traffic as they travel south on Deer Valley Drive. Between the future Park-and-Ride lot and Bonanza Drive, the existing rail trail right-of-way varies between 100 feet and 200 feet. Below are typical sections illustrating a two-lane BRT system within this segment. The preliminary design for this alternative entry corridor is included in Appendix C. It should be noted local policies and legal issues related to the dedication of BRT lanes within the rail trail would need to be resolved before this option could be implemented.

Figure 5: Section A-A (Western End of Rail Trail Adjacent to White Pine Touring)

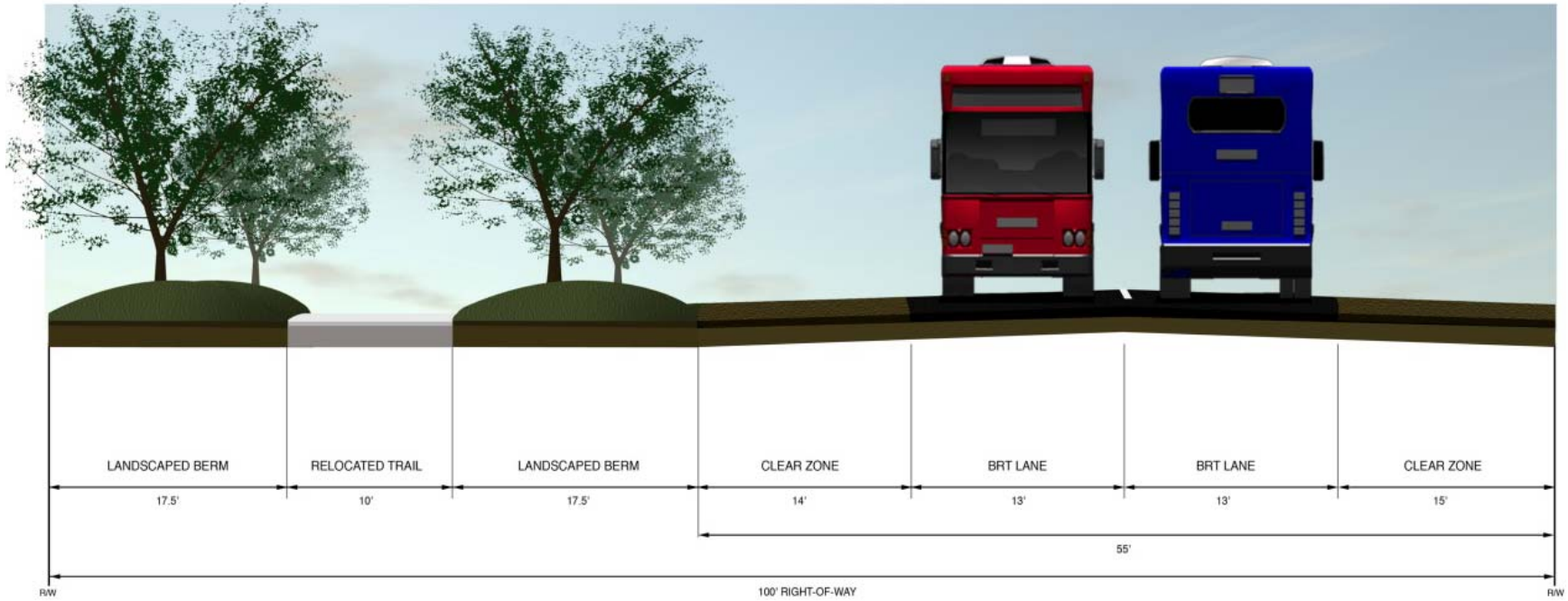


Figure 6: Section B-B (South of Gold Dust Lane)

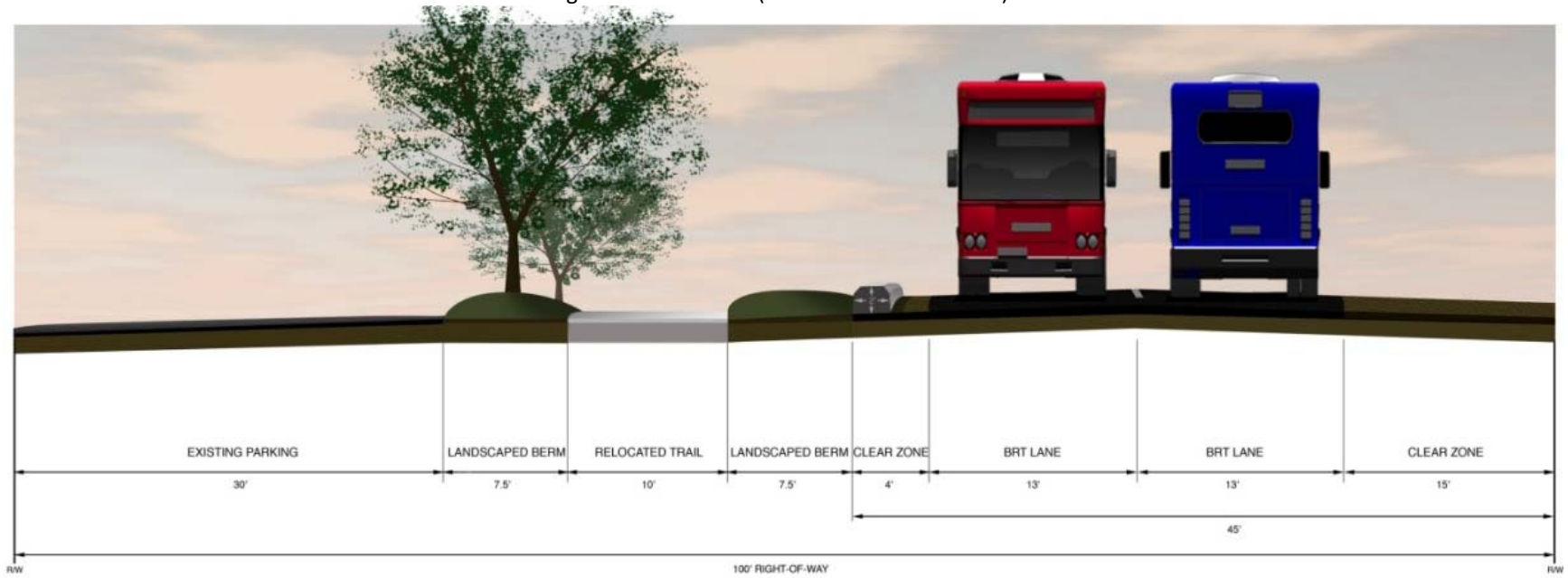


Figure 7: Section C-C (Approximately Half Way Between Bonanza Drive and the Park and Ride)



As an alternative to constructing two 13-foot BRT lanes within the rail trail corridor, a single lane with bus pullouts could be used. The following is a summary of the pros and cons associated with implementing this alternative.

Pros:

- Serves the Park-and-Ride lot and future developments adjacent to US-40
- Provides increased accessibility and connectivity to the Park City Transit Center
- Creates an additional multi-modal transportation option
- Provides additional emergency access
- Supports the sustainability initiative
- Utilizes Park City's owned right-of-way

Cons:

- Rail trail is a Section 4(f) resource (if federally funded)
- May require the relocation of approximately 1.34 miles of rail trail
- May require the piping of a one-mile segment of Poison Creek

Deer Hollow

Deer Hollow Road provides access from the south east portion of Park City to US-40 and is located within the boundaries of Wasatch County. This is currently a paved two-lane road that passes through the private gated community of Deer Crest and is adjacent to Deer Valley Resort. The following is a summary of the pros and cons associated with utilizing this road as a gateway corridor into Park City.

Pros:

- Provides an additional gateway corridor
- Provides additional emergency access

Cons:

- Currently under jurisdiction of Wasatch County
- No existing Park City owned right-of-way
- Does not promote multi-modal transportation use
- Allows visitors to access Deer Valley without passing through Park City
- Only a two-lane road and is not striped
- Potential community impacts/opposition

Wyatt Earp

The Wyatt Earp Bypass alternative was originally discussed in the *Parking and Circulation Master Plan for the Park City High School Report* (InterPlan 2006). Implementation of this alternative would require constructing a one-lane bypass road from the north side of SR-248 at Wyatt Earp to Lucky John Drive (approximately 0.59 miles). The following is a summary of the pros and cons associated with implementing this alternative.

Pros:

- Reduces the traffic volume on SR-248 in front of the High School (estimated at about 2,400 vehicles per day)
- Avoids impacts to school campuses
- Avoids impacts to recreational areas

Cons:

- Does not create an effective additional gateway corridor
- Alignment winds through residential streets to SR-224
- Does not promote multi-modal transportation use
- New right-of-way would be required
- Additional signal may be needed on SR-248

Chapter 3: Environmental Scan and Carbon Analysis

This section discusses the environmental and carbon impacts of the four conceptual roadway alternatives proposed for SR-248 in Park City.

Environmental Scan

An environmental scan of the project area was undertaken to identify any potential impacts associated with roadway improvements along SR-248. The following is a summary of the findings:

- *Cultural Resources:* The Park City Historic Preservation Board list indicated there is a historic property (a barn) located at 2780 Kearns Boulevard.
- *Section 4(f) Resources:* The Union Pacific Rail Trail is located adjacent to SR-248 and is considered a Section 4(f) resource.
- *Hazardous Waste Sites:* A Utah Department of Environmental Quality search indicated there are two superfund sites (i.e., Richardson Flat and Silver Maple Claims) and four LUST sites located within the study area.
- *Land Use:* BLM land is located adjacent to SR-248 on the south side.
- *Floodplains:* The study area is located within a 100-year floodplain.
- *Water Quality:* The impaired stream Silver Creek runs parallel to SR-248 on the south side.
- *Wetlands:* Freshwater emergent and freshwater forested/shrub wetlands are located along a portion of Silver Creek, which runs along the south side of SR-248.
- *Visual:* Potential for impacts associated with constructing an overhead gantry for reversible lane alternatives.

Carbon Impact Analysis

The following is a summary of the estimated annual carbon savings associated with implementing the four conceptual roadway alternatives being considered. This analysis was prepared using a methodology that considers the following factors:

- An average fuel economy (miles per gallon)
- The carbon impact of traffic stops and starts
- Variable trip lengths for vehicles along the length of SR-248 (Park Avenue to US-40)
- The impact of travel delay and idle time
- Carbon emissions of fuel consumed per gallon

Table 4: Carbon Impact Analysis

Alternative		Traffic		Fuel Used (Gal)	Annual Carbon Savings (Tons)*
		A.M. Peak	P.M. Peak	A.M. & P.M. Peak Combined	
2008	Existing (Baseline)	1632	2168	808.4	N/A
2014	Alt 1: No-Build	1371	1951	1930.4	**
2014	Alt 2: Four Lane	1371	1951	1821.2	278
2014	Alt 3: Four Lane with HOV (Within Existing Footprint)	1306	1908	1369.2	1430
2014	Alt 4A: Reversible Lanes from Wyatt Earp Way to Old Dump Road	1371	1951	1529.2	1022
2014	Alt 4B: HOV Reversible Lanes from Wyatt Earp Way to Old Dump Road	1371	1951	1535.6	1006
2020	Alt 1: No-Build	1257	1886	2402.0	**
2020	Alt 2: Four Lane	1257	1886	1991.6	1046
2020	Alt 3: Four Lane with HOV (Within Existing Footprint)	1306	1799	1528.8	2225
2020	Alt 4A: Reversible Lanes from Wyatt Earp Way to Old Dump Road	1257	1886	1871.6	1351
2020	Alt 4B: HOV Reversible Lanes from Wyatt Earp Way to Old Dump Road	1257	1886	1871.6	1351

* Carbon savings is based on a comparison between the No-Build and Build Alternatives for each given year.

** The No-Build Alternative assumes the incorporation of TDM policies previously outlined, which alone are expected to yield a carbon savings of approximately 13 to 29% in 2020; this percentage was determined by comparing the No-Build with the existing conditions.

Summary points from the carbon savings analysis include the following:

- Alternative 3 yields the greatest carbon savings.
- Alternative 2 offer minimal savings over early years with improved savings in later years.
- Alternatives 4A and 4B offer significant carbon savings in the early years with little savings growth as time passes.

Chapter 4: Final Recommendation

Final Recommendation

After reviewing the results of the study, two alternatives were carried forward for additional consideration: Alternative 3—Four Lane with HOV Lanes (Within existing footprint)—and Alternative 4A—(Reversible Lanes from Wyatt Earp Way to Old Dump Road. Both alternatives would widen the existing facility to four lanes, two in each direction, from Park Avenue to Wyatt Earp Way and again from Old Dump Road to US-40. However, the alternatives differ in the area between Wyatt Earp Way and Old Dump Road. In Alternative 3, the available 57.4 feet of space between the existing guardrails/barriers would be used to accommodate four 11-foot lanes and two five-foot bike lanes. Alternative 4A uses the existing 57.4 feet between the guardrails/barriers to provide two 12-foot general purpose lanes, one 14-foot reversible general purpose lane, and two 9.7-foot shoulders/bike lanes.

The alternative recommended is Alternative 3—Four Lane with HOV Lanes (Within Existing Footprint). This alternative is less expensive than Alternative 4A (due to the cost of installing overhead gantry structures for the reversible lanes); it better serves Park City's desire to accommodate bus/HOV lanes from the Park-and-Ride lot at Richardson Flat (whereas 4B would only provide approximately one mile of HOV lanes between Wyatt Earp Way and Old Dump Road); and it is more easily converted to a facility with four general purpose lanes should the need arise in the future. The extra signing cost of the Reversible Lane Alternative produces no real advantage over the Four Lane with HOV Alternative except for the addition eight-foot shoulder for breakdowns. The eight-foot shoulder versus a five-foot shoulder is not a real advantage to cyclists, especially if the shoulder is striped as a bike lane. Alternative 3 has an additional benefit: if the directional split between SR-248's eastbound and westbound lanes evens out as land use development patterns change, both the eastbound and westbound dedicated HOV/bus lanes would still serve carpoolers and buses in both directions.

A conceptual layout of Alternative 3 is included in Appendix C.

Next Steps

The following is a list of steps needed for implementing the recommended alternative and the year in which these steps should occur:

- Park City/UDOT approval should be attained (2009)
- UDOT should obtain environmental clearance (2009)
- A funding source should be identified (2009)
- UDOT should place the project on the STIP (2009)
- UDOT should undertake engineering and design (2009 – 2010)
- UDOT should provide ongoing public involvement activities (2009 – 2010)
- UDOT should begin project construction (2010 – 2011)

Chapter 5: References

Interplan Co. 2008. *SR-248 Corridor Study*. Report prepared for Park City. April.

[USDOT] U.S. Department of Transportation. 2002. *Rails-with-Trails: Lessons Learned (Literature Review, Current Practices, Conclusions)*. August.

Appendix A: Public Input Summary

Summary of Public Comments

The SR-248 project team conducted an open house on September 30, 2008 from 5:00 to 6:30 p.m. at the Shadow Ridge Hotel. Large plots and cross sections of alternatives were presented.

Open House attendees were asked to participate in an exercise in which they placed a red dot on the alternative of their choice. The results for the dot exercise are as follows:

- Reversible Lane (14)
- Four Lanes—Full Widening (1)
- Four Lanes—Minimal Widening (5)
- HOV/Bus Lanes (2)
- Other (Travel Demand Management) (1)

Comment forms were provided at the open house and on the website (www.sr248parkcity.com). A total of 21 forms were received as of Oct 6, 2008. Below is a summary of the comments received.

1. In which community do you live?
 - Park City (12)
 - Kamas (5)
 - Midway (4)
 - Salt Lake Valley (1)
2. How often do you travel along SR-248?
 - 0–1 days/week (4)
 - 2–3 days/week (2)
 - 4–5 days/week (7)
 - 5+ days/week (9)
3. Which of the following would best describe you?
 - Commuter (5)
 - Resident (11)
 - Business Owner (6)
 - Recreational User (2)
 - Developer (1)
 - Employee at business along SR-248 (5)
 - Other (3)
 - i. Travel to Home Depot
4. What best describes why you utilize the SR-248 corridor?
 - Local trips (15)
 - Exercise (4)
 - Bicycling (5)
 - Recreational Access (6)
 - Trail Access (2)
 - Other (3)
 - i. Resident of Prospector Park
 - ii. Client access
 - iii. Business
5. Which of the following issues concern you along the SR-248 corridor?
 - Traffic Congestion (13)
 - Safety (13)
 - Noise (6)
 - Air Quality (10)
 - Water Quality (3)
 - Pedestrian and Bicycle Access/Trails (10)

- Community Impacts (8)
- Aesthetics (6)
- Visual Impacts (5)
- Construction Impacts (3)
- Other (1)
 - i. Poor management by government
- 6. Do you have any comments regarding each alternative?
 - **48 comments**
 - Reversible Lane
 - i. Positive (13)
 - I feel that this option is the least impact to the residents. I would like to see the center lane an HOV lane. There is already no left hand turns westbound in the morning.
 - Preferred at this time.
 - Best option for the time being.
 - Best do [it] so you don't increase lanes, noise
 - My favorite idea, but I think there should be a four-lane [road] after Comstock going into town.
 - My preferred option, keep/add bike lanes. Consider controlling left turn movements closer to SR-224. Keep lane widths narrow to slow people down. Seattle and Vancouver have excellent examples to see.
 - Like it on the face of the idea. It is imperative that the Park and Ride be easy to use or people won't use it. The lane should start just west of that intersection. Also, a hybrid of models: five lanes from SR-224 to Aspen Villas, a reversible lane from there to SR-40.
 - Best of the four alternatives. Would like to see encouragement to use Park and Ride, public transit, plus carpooling.
 - Least cost. Implement immediately.
 - Do this right away.
 - This should be done now, but full widening with HOV lane is the ultimate goal.
 - Initially the best plan. Interim solution.
 - Great solution, please limit to rush hour to prevent accidents/confusion late at night.
 - ii. Negative (1)
 - Short-term fix
 - Four Lanes—Full Widening
 - i. Positive (3)
 - 1995 plan.
 - Only if necessary in ten to twenty years.
 - Preferred solution.
 - ii. Negative (4)
 - OK, except too much construction required.
 - Wors[t] idea.
 - Don't like until necessary.
 - Wider roads mean higher speeds, not as safe for pedestrians and bikers. Should incorporate planted medians to help slow people down.
 - Four Lanes—Minimal Widening
 - i. Positive (4)
 - If the reversible lane doesn't work then try this option.
 - This is the best and should be continued all the way to Sidewinder Drive.
 - Better than others.
 - Better idea.
 - ii. Negative (2)
 - OK, would require less [construction] than [option] B.
 - High speed traffic needs center separation.
 - HOV/Bus Lanes

- i. Positive (6)
 - Also a plus.
 - Fine, but . . .
 - Would it make sense for the reversible lane to be HOV, effectively making it a cross of three proposals?
 - Focus on this for five years from now.
 - This is the best long-term solution. Park City is going to need to accommodate Wasatch developments near the lumber store.
 - Only if we go the way of Zermatt, Switzerland—traffic free!
 - ii. Negative (4)
 - Bad idea!
 - I'm not sure how functional these lanes would be for such a short distance.
 - Also great, but don't think it would work.
 - Unrealistic.
 - iii. Unsure (1)
 - Not sure.
- 7. Do you have any additional ideas for solutions?
 - **11 comments**
 - I feel that a reversible HOV Lane would reward people for trying to help with the solution. Widening the road will just bring more cars and make the backup of traffic happen at another point.
 - Wherever not required, use raised islands to replace unused turn lanes. Objective: narrow road for traffic calming.
 - Reversible now!
 - Park and Ride; lane for turning [in]to schools.
 - Five lanes between Bonanza and Comstock including a turn lane. Incorporate a reversible lane after Comstock.
 - Work with the City and County to encourage bike commuting and walkability. It will be much more effective if it's encouraged on a regional basis. Emphasize the Park and Ride, and work with resorts and major employers to make this as convenient as possible for the user. Otherwise, it won't be used.
 - The lights at Comstock need re-programming. It favors Comstock over SR-248. In the morning, turning off Comstock should be right-turn only. The light for SR-248 should never turn red. Too many people are dropping kids off at school.
 - Need to address Bonanza. Is it possible to incorporate better access to Deer Valley Blvd. through the NOMA redevelopment project?
 - Trucks with four or more axles should be restricted from using SR-248 during peak hours. They should be fined to encourage this.
 - Road up from Midway and down Empire; Old Ranch Road; trams from Midway and Salt Lake City!
 - Minimize additional signal lights; synchronize lights to keep traffic moving, pedestrian bridge or tunnel at school crossing for safety/greater capacity.
- 8. Do you have additional comments, questions, or suggestions?
 - 10 comments
 - The real solution is to change the way people commute.
 - Good study—multiple options to consider.
 - Well done! Thanks.
 - Get this done—ASAP.
 - Thank you for addressing this. But realistically, compared to other areas is it that long to sit in traffic if you are commuting in?
 - Thank you for considering minimal impact for a solution that will serve the next seven to ten years. We appreciate your service to the community.
 - Will be underground cross for school.
 - I'm very concerned about the highway impact on our Park City community, access to schools from Prospector Area. Basically, I feel that if the SR-248 road were not widened, commuters would be forced to get creative and use other travel means or have flexible work hours, etc., or carpool, etc.
 - Thanks.
 - A bike lane separated from traffic by a rumble strip is essential.

Comment	Date	Method
[Reversible lane] I feel that this option is the least impact to the residents. I would like to see the center lane an HOV lane. There is already no left hand turns westbound in the morning.	September 30, 2008	Public Comment
[Reversible lane] preferred at this time.	September 30, 2008	Public Comment
[Reversible lane] best option for the time being.	September 30, 2008	Public Comment
Best do [reversible lane] so you don't increase lanes, noise	September 30, 2008	Public Comment
[Reversible lane is] my favorite idea, but I think there should be a four-lane [road] after Comstock going into town.	September 30, 2008	Public Comment
[Reversible lane is] my preferred option, keep/add bike lanes. Consider controlling left turn movements closer to SR-224. Keep lane widths narrow to slow people down. Seattle and Vancouver have excellent examples to see.	September 30, 2008	Public Comment
Like it [reversible lane] on the face of the idea. It is imperative that the Park and Ride be easy to use or people won't use it. The lane should start just west of that intersection. Also, a hybrid of models: five lanes from SR-224 to Aspen Villas, a reversible lane from there to SR-40.	September 30, 2008	Public Comment
[Reversible lane] best of the four alternatives. Would like to see encouragement to use Park and Ride, public transit, plus carpooling.	September 30, 2008	Public Comment
[Reversible lane is] least cost. Implement immediately.	September 30, 2008	Public Comment
Do this [reversible lane] right away.	September 30, 2008	Public Comment
This [reversible lane] should be done now, but full widening with HOV lane is the ultimate goal.	September 30, 2008	Public Comment
[Reversible lane] initially the best plan. Interim solution.	September 30, 2008	Public Comment
[Reversible lane] great solution, please limit to rush hour to prevent accidents/confusion late at night.	September 30, 2008	Public Comment
[Reversible lane is a] short-term fix	September 30, 2008	Public Comment
[Full widening into four lanes, use] 1995 plan	September 30, 2008	Public Comment
[Full widening into four lanes,] only if necessary in ten to twenty years.	September 30, 2008	Public Comment
[Full widening into four lanes is] preferred solution.	September 30, 2008	Public Comment
[Full widening into four lanes is] OK, except too much construction required.	September 30, 2008	Public Comment
[Full widening into four lanes is the] wors[t] idea.	September 30, 2008	Public Comment

Comment	Date	Method
Don't like [full widening into four lanes] until necessary.	September 30, 2008	Public Comment
Wider roads mean higher speeds, not as safe for pedestrians and bikers. Should incorporate planted medians to help slow people down.	September 30, 2008	Public Comment
If the reversible lane doesn't work then try this [minimal widening into four lanes] option.	September 30, 2008	Public Comment
This [minimal widening into four lanes] is the best and should be continued all the way to Sidewinder Drive.	September 30, 2008	Public Comment
[Minimal widening into four lanes is] better than others.	September 30, 2008	Public Comment
[Minimal widening into four lanes is] better idea.	September 30, 2008	Public Comment
[Minimal widening into four lanes is] OK, would require less [construction] than [full widening into four lanes].	September 30, 2008	Public Comment
[Minimal widening into four lanes means] high speed traffic needs center separation.	September 30, 2008	Public Comment
[HOV/Bus lanes] also a plus.	September 30, 2008	Public Comment
[HOV/Bus lanes] fine, but . . .	September 30, 2008	Public Comment
Would it make sense for the reversible lane to be HOV, effectively making it a cross of three proposals?	September 30, 2008	Public Comment
Focus on this [HOV/Bus lanes] for five years from now.	September 30, 2008	Public Comment
This [HOV/Bus lanes] is the best long-term solution. Park City is going to need to accommodate Wasatch developments near the lumber store.	September 30, 2008	Public Comment
[HOV/Bus lanes will work] only if we go the way of Zermatt, Switzerland—traffic free!	September 30, 2008	Public Comment
[HOV/Bus lanes a] bad idea!	September 30, 2008	Public Comment
I'm not sure how functional these lanes [HOV/Bus lanes] would be for such a short distance.	September 30, 2008	Public Comment
[HOV/Bus lanes] also great, but don't think it would work.	September 30, 2008	Public Comment
[HOV/Bus lanes are] unrealistic.	September 30, 2008	Public Comment
Not sure [about HOV/Bus lanes].	September 30, 2008	Public Comment
I feel that a reversible HOV Lane would reward people for trying to help with the solution. Widening the road will just bring more cars and make the backup of traffic happen at another point.	September 30, 2008	Public Comment
Wherever not required, use raised islands to replace unused turn lanes.	September 30, 2008	Public Comment

Comment	Date	Method
Objective: narrow road for traffic calming.		
Reversible now!	September 30, 2008	Public Comment
Park and Ride; lane for turning [in]to schools.	September 30, 2008	Public Comment
Five lanes between Bonanza and Comstock including a turn lane. Incorporate a reversible lane after Comstock.	September 30, 2008	Public Comment
Work with the City and County to encourage bike commuting and walkability. It will be much more effective if it's encouraged on a regional basis. Emphasize the Park and Ride, and work with resorts and major employers to make this as convenient as possible for the user. Otherwise, it won't be used.	September 30, 2008	Public Comment
The lights at Comstock need re-programming. It favors Comstock over SR-248. In the morning, turning off Comstock should be right-turn only. The light for SR-248 should never turn red. Too many people are dropping kids off at school.	September 30, 2008	Public Comment
Need to address Bonanza. Is it possible to incorporate better access to Deer Valley Blvd. through the NOMA redevelopment project?	September 30, 2008	Public Comment
Trucks with four or more axles should be restricted from using SR-248 during peak hours. They should be fined to encourage this.	September 30, 2008	Public Comment
Road up from Midway and down Empire; Old Ranch Road; trams from Midway and Salt Lake City!	September 30, 2008	Public Comment
Minimize additional signal lights; synchronize lights to keep traffic moving, pedestrian bridge or tunnel at school crossing for safety/greater capacity.	September 30, 2008	Public Comment
The real solution is to change the way people commute.	September 30, 2008	Public Comment
Good study—multiple options to consider.	September 30, 2008	Public Comment
Well done! Thanks.	September 30, 2008	Public Comment
Get this done—ASAP.	September 30, 2008	Public Comment
Thank you for addressing this. But realistically, compared to other areas is it that long to sit in traffic if you are commuting in?	September 30, 2008	Public Comment
Thank you for considering minimal impact for a solution that will serve the next seven to ten years. We appreciate your service to the community.	September 30, 2008	Public Comment
Will be underground cross for school.	September 30, 2008	Public Comment
I'm very concerned about the highway impact on our Park City community, access to schools from Prospector Area. Basically, I feel that if the SR-248 road were not widened, commuters would be forced to get	September 30, 2008	Public Comment

Comment	Date	Method
creative and use other travel means or have flexible work hours, etc., or carpool, etc.		
Thanks.	September 30, 2008	Public Comment
A bike lane separated from traffic by a rumble strip is essential.	September 30, 2008	Public Comment
I do not believe that the number of ADT's flowing into and out of SR-248 have reached the levels to create a failing situation that merits the costs and other negative impacts that would result from the construction of a 4 lane roadway. Moreover, in certain situations, the negatives of expanding a roadway, outweigh the benefits of increased traffic flow. Unique factors, including that the short roadway in question meanders through a residential neighborhood and 3 schools, I believe creates this situation where the negatives of expansion are potentially great, and the benefits likely nominal or unnecessary. The best advice you could offer is: do nothing – this isn't a major problem, it is a minor inconvenience. Thank you. Margaret Hyatt Resident: Park City, Utah Hyatt & Grosse Attorneys At Law Margaret Grosse Hyatt, Esquire P.O. Box 0770-PMB 275 1776 Park Ave. #4 Park City, UT 84060-0770 mgh@hyattlaw.com Fax: 435-604-0588	October 09, 2008	Email
Randy, I hope that this meeting can be broadcast live as it is so important that the final outcome will be somewhat permanent. Call in Q & A may be good as well. Maybe UDOT will have the insight to have a few public meetings and provide conceptual proposals for review as they are available. I do not have Tina's email address; please forward to her or whoever will provide live broadcast consideration. I hope that the Wasatch County Commission has been invited as there is so much increased density in Wasatch Co. coming down the pike. Promotion of write in ideas would be good for those that will be unable to attend. UDOT & Park City are conducting a study on SR 248 (Kearns Blvd) to identify long-term, sustainable transportation solutions for the corridor. The public is invited to attend an open house to view alternatives & Provide comments. The meeting will be held on Tuesday, September 30 at Park City Shadow Ridge Resort Hotel 50 Shadow Ridge Road (Located in the PCMR parking lot area) from 5-6:30 pm. For more information contact Randi, Public involvement Manager, at 801-290-5798 or via email at sr-248@hwlochner.com As always, Thank you for all that you do for this community and the	September 28, 2008	Email

Comment	Date	Method
listening audience. Steve Gibson		
Randi: Is there an electronic presentation available that outlines the current thinking of DOT regarding the SR 248 issues and possible resolutions that people can comment on? Larry Newhall 435-225-0976 (m)	October 02, 2009	Email
Randi: Thank you for giving me an opportunity to give you input. I have reviewed the information contained on the link you provided. My family and I travel sr 248 20+ times per week during the “rush” hours and in off peak times. We have been on 248 when emergency vehicles have tried to get by, during snow and rain, and have competed for space with both animals and bicyclists. It would seem to us that the four lane option, while probably initially the most expensive, would be best from a long term and safety perspective. The traffic light options presented, coupled with the unfortunate addition of the new crosswalk traffic light at the high school (we still don’t understand why a footbridge wasn’t done) will just add to the traffic and add to some of the safety issues, especially during the winter time. The park & rides may keep the traffic growth down below currently projected levels, but growth will still occur. Food for thought and thanks for listening. Larry Newhall 435-225-0976 (m) 435-654-1428 (h)	October 03, 2008	Email
My comment on the two options currently being proposed: I do not think there is a need for two HOV lanes. If there were adequate and easy-to-use shuttle buses going from the Park n’Ride area, traffic could be reduced. Having a bike lane would be a good idea. At this point, the reversible lanes offer the best option, with additional measures taken to reduce the impact of traffic around the schools during peak periods. One of the most important considerations that the study needs to consider is the presence of migratory corridors at this location. Round Valley is a critical habitat for area wildlife, and they need to be able to cross this road for water. The City needs to consider either an overpass or underpass to accommodate the wildlife in this area. Statistics indicate many wildlife fatalities on this stretch of road due to animal-vehicle	February 05, 2009	Email

Comment	Date	Method
collisions, and safety of our visitors and residents should be a primary concern.		
To whom this concerns, I prefer the plan for utilizing reversible lanes. This worked well down in SLC on I-80 the last year or two. Another item that I would urge you to consider is the protection for animals that will continue to cross the road. The folks at the Wildlife Protection Society in Park City have been wisely reminding the general public that animals need to cross for food &/or water and for migration as well as mating season. It seems to me that the steep hill at Round Valley that comes right down onto 248 would lend itself very well for an overhead animal crossing so that they could safely cross the busy highway. A "Land" style bridge of this sort is very common in other areas of the country and in Canada, and with proper design and funeling or mitigation efforts the animals would eventually learn a new habit for their movements in that part of the mountains. Thanks for considering my thoughts. Doug Koehler	February 05, 2009	Email
I know that I missed the Feb. 10 deadline for comments, but perhaps someone will care about my opinions anyhow. I like the idea of using the existing roadbed and having a reversible lane. I don't like the idea of having one lane dedicated to buses and HOV only. There will be only one bus ever 10 to 20 minutes, and the vast majority of vehicles will be banned from the HOV lane. In other words, I believe that the HOV lane will be mostly unused and should instead be open to all traffic. Construction of an overpass or tunnel for school crossing(s) and elimination of the 20 mph zones will help tremendously, I believe. SR 248 should be widened to four lanes in both directions east of Highway 40. It is dangerous pulling out onto 248 when the traffic is coming out of Kamas at 80 mph. With new housing developments being constructed on the Jordanelle Reservoir the traffic is bound to become worse. I would recommend reducing the speed limit to 55 mph (vs. the current 65 mph). Whatever the limit, it needs to be enforced. Thank you for considering my comments. Paul Wisniewski Deer Mountain	February 18, 2009	Email
This issue isn't just about traffic congestion, but our quality of life. MOUNTAIN LIVING: I live on Doc Holliday Drive backing up to Kearns Blvd with my	February 7, 2009	Email

Comment	Date	Method
husband and two young children, and we understand fully that 248 is widely used and can become congested at certain times. But what's happening to our small community? Do we want to become a city with four lanes of highway running through our town that can't handle the traffic or the parking? Just because more and more people choose to commute into Park City doesn't mean that as a community we should destroy everything that is Park City; slower pace, better place. CHANGING MINDSET: Why aren't we focusing on everyone having a little patience and understanding. Park City is small community and if you choose to commute into Park City then you need to have compassion for our lifestyle. Kearns is already too busy. I think the reason we have all this traffic on 248 isn't because everyone is commuting from East of Park City, but simply because we have opened another gateway into our town via 248. Let's consider changing people's mindset about driving into our neighborhoods. By making a commuter lot east of town near 40, using the current center lane as reversible during peak hours for the City Bus only. Maybe then, commuters will think twice about using 248 and instead commute on 224 or use the commuter bus. Hwy 224 doesn't affect families, homeowners and the quality of life. This is the main corridor into town and should be looked at once again. CARBON FOOTPRINT: Why are we welcoming more vehicles to drive into our mountain town? Aren't we trying to lessen Park City's carbon footprint? Isn't the city working hard on being green via wind power, slow the flow, bio diesel and even a future website to help homeowners see their impact? What a mixed message. SAFETY: As a parent of two young children, we have three schools directly on SR-248 and I certainly don't want to see more vehicles near the schools. This only presents an opportunity for more speeding and possible increase in our children getting injured. As it stands now, Kearns is a difficult road to cross and with more lanes it will only become more hazardous. Splitting our schools and neighborhoods with a four-lane highway is never a good or safe idea. PROPERTY VALUES: During this economic time property values are plummeting and a four lane highway will only lessen the value of these homes that we have all worked so hard to call home. As a homeowner, we would seriously consider moving. I certainly don't want to listen to more traffic noise when I'm in my backyard playing with my children or have to close my windows during the summer months. FOOD FOR THOUGHT: If the only option is to increase the number of lanes then here's an idea, why don't you take 248 underground and make it a tunnel from 1-40 past the High School? Then you can have your four lanes, turn Kearns into a huge park so kids and parents feel safe sending their children to school. It would be a beautiful asset to this wonderful town, serve the future commuting needs, be eco-friendly, and create a safe haven for our kids on their trek to school. I know this would be costly, but I have seen other expensive traffic projects built and torn down because they didn't work.		

Comment	Date	Method
The expense of widening the lanes, adding signage, and patrolling the HOV lanes among other requirements is also expensive and not a guarantee. I don't have the perfect solution to this congestion issue, but as a citizen of Park City, a homeowner and a parent I am AGAINST adding lanes. That's my two cents for whatever it's worth. Thank you for taking the time to read my concerns and suggestions and I sincerely hope you will think of the parents, homeowners and Parkites that you will be affecting. Best regards, Michelle Rayner		
As a long-time Park City resident, I strongly favor the four-lane option that would remove the planted median. That median is a complete waste of space in a very congested part of town. It is impossible to get through there during a daily rush. It would also be a much better long term solution, lasting until 2020 projected. I don't think the 3-lane HOV option is very viable, but possible. Either way... PLEASE remove the medians to allow proper traffic flow. They are ugly and a complete waste. - Brad Bradford Smith Operations Manager - Skullcandy, Inc. brad@skullcandy.com (435) 214-3132 – direct (801) 361-3842 – mobile	February 15, 2009	Email
4 lanes unrestricted is the best solution. The reversible lane would not work well: the required lights are not aesthetically pleasing in Park City and should be avoided. Regarding the bike lane: there must be a minimum of 5 feet of rideable surface and there should not be any grates or other irregular features in the bike lane. The current storm drain grates are unacceptable as they sit 3 to 4 inches below the grade and are a hazard. There is also a problem with rumble strips in the bike lanes. These rumble strips can cause loss of control or damage to the bicycle. There should be a minimum of five feet of undisturbed pavement beyond any rumble strip, if installed. The bike lane is not truly rideable if it is interrupted by drainage grates, utility covers that are not flush, or rumble strips. William Thompson PO Box 1942 Park Cit, UT 84060	February 20, 2009	Email
Let's get the 4 lanes going. But having the two lanes exclusively for HOV all the way through will not accomplish anything. It will just be more frustrating to see a lane available and not be able to access it while you sit	February 20, 2009	Email

Comment	Date	Method
stuck in traffic. If you notice the traffic coming into town in the morning, the thing that backs up traffic is all of the people taking their kids to school. If they would make their kids ride the bus – hmmm, now there’s an idea for HOV! There would be way less traffic if these parents would make their kids carpool....aka, ride the bus! Thank you for your response. I did hear a bit of how the public comment meeting went on KPCW. I really can’t believe that some of the Prospector residents were trying to propose that no Park City residents could come in to Park City without riding the bus. I wonder how many of them get in their cars to take their kids to school, or EVER ride the free public transportation provided throughout Park City. If it is going to double my commute time to come in to Park City, I might as well travel to Salt Lake City in the same amount of time and earn more \$\$\$. I work in Park City for the lifestyle contribution – not the \$\$\$. Thanks for hearing some of us that HAVE to commute into Park City to work. Thanks, Tonya Sweeten Meeting & Convention Sales Manager Park City Convention & Visitors Bureau P.O. Box 1630 Park City, UT 84060 TEL 435.658.9607 Direct FAX 435.649.4132 www.parkcitymeetings.com		
I think the 4 lane with HOV is the most practical. The only suggestion I would add is the redoing of the 2-lane road from east on Monitor to Comstock as a 4-lane road also. Otherwise you will still have a bottleneck from 4 lanes to 2 and then back to 4. Makes no sense. As far as the traffic calmers at Wyatt Eurp are concerned, they will only be valuable if they have dedicated left turning lanes as part of the equation. Other wise you have another bottleneck after 9:00am. I believe that the pedestrian crossing for the LDS Seminary should be removed as part of the tunnel project. Why have it if there is a tunnel, it will just be another hindrance to traffic flow. I also do not feel that access to a private church function should be part of a public right of way. Roger Strand 667 White Pine Court	February 07, 2009	Email

Summary of Stakeholder Committee Meetings

First Stakeholder Committee Meeting

When: September 9, 2008

Where: Park City High School, Park City, Utah

Time: 1:00 P.M. to 2:30 P.M.

Attendees:

- Kim Mayhew, Deer Valley
- Carol Potter, Mountain Trails
- Jenni Smith, Park City Mountain Resort
- Mark Fisher, NoMa
- Adam Strachan, Planning Commissioner
- Kenzie Coulson, Sundance
- Stephen Oliver, Park City School District
- Kent Cashel, Park City
- Laynee Jones, Project Team
- Randi Shover, Project Team
- Gene Cline, Project Team
- Andrea Olson, Project Team

The following are comments captured during the meeting regarding the alternatives under consideration.

Reversible Lane:

- Will safety still be an issue if/when center median is removed?
- Advantage of reversible lane—takes less ROW
- Should four-lane section be extended from Bonanza to Comstock?
- Westbound morning traffic driving in right shoulder anticipating right turn at driveways before Comstock. Can right turn lane be extended to east to accommodate this? (Super right turn lane)
- Incorporate consideration of pedestrian underpass at Comstock (this will be included as part of this study)
- Underpass at Comstock: line up with access to soccer fields? Proposed sidewalk on Comstock?
- Reversible lane alternative seems like “Band-Aid” and will not be sufficient in the long term
- UDOT is recognizing the need to work within existing ROWs
 - Park City is a good community to try innovative approaches

Bus/HOV Lane:

- Requires more or larger footprint
- Is enforcement of HOV/SOV an issue?
- There will need to be political will to keep lanes HOV/bus only
- Includes 8' shoulders to accommodate bicycles
 - Some areas exclusive to bikes
 - Other areas bike/breakdown lane would be shared
- Near Park Lane, travel lanes narrow to 11'
- Can bus/HOV lanes be separated from general purpose lanes with barriers? Side-by-side
 - Would be wider ROW for barriers
- Who pays and when
 - Can Park City pay for band-aid until UDOT pays for full four-lane section?
- Could improvements be phased?
 - Reversible lanes = phase 1
- Timing of phases
 - When would improvements be implemented?

- ♦ Short-term improvements possible next winter – depending on funding('09 – '10)
- Bus improvements
- Public opposition will be “fierce” on four-lane alternative
- Less opposition to reversible lane
- Could rail trail be used as bus lane?
- Downstream impacts of ending reversible lanes/four-lane interface
- Like reversible/HOV lane
 - Less impact
 - Incentive to carpool/use transit
- For next meeting, show Bonanza improvements and “vision” road project with new intersection on Bonanza.

Queue Jump Bus Lanes

- This alternative will not work due to the length of the queues backing up at each intersection. In order for the buses to be able to jump the queue of cars, the queue jump lanes would have to extend to the previous intersection in some locations. Therefore, the queue jump lanes alternative has a similar cross section as the four lane alternative.

Next Steps

- A final committee meeting will be held following the public meeting that will be held on September 30th and prior to the update to the city council. Date is TBD.

Second Stakeholder Committee Meeting

When: January 20, 2009

Where: Park City Policy Department, Park City, Utah

Time: 3:00 P.M. to 4:30 P.M.

Attendees:

- Kim Mayhew, Deer Valley
- Carol Potter, Mountain Trails
- Adam Strachan, Planning Commissioner
- Kent Cashel, Project Team
- Laynee Jones, Project Team
- Saffron Capson, Project Team
- Gene Cline, Project Team
- Matt Cassel, Project Team
- Kevin Callahan, Summit County
- Jonathan Weidenhamer, Project Team
- Sayre Brennan, Project Team
- Roger Harlan, Park City
- Jim Hier, Park City

The project team gave an overview of the following roadway alternatives being considered for SR-248: Four Lanes with HOV Lanes (Within Existing Footprint); Reversible Lanes from Wyatt Earp to Old Dump Road; and HOV Reversible Lanes from Wyatt Earp to Old Dump Road. The following are comments captured during the meeting regarding the alternatives under consideration.

Four Lane with HOV Lanes (Within Existing Footprint)

- Concern with Four Lane Alternative having an impact on bicyclists. Laynee Jones indicated and Carol Potter agreed that there is not functionally much difference between a 5' or 8' shoulder.
 - It was suggested that the 5' bike lane on SR-248 be painted to visually separate cyclists from vehicle traffic.

- UDOT has preliminarily approved designation of the shoulder as a bicycle lane along SR-248.
- WALC is likely to recommend that a Class II bicycle facility be included on SR-248.
- Many of the cyclists can use the rail trail, which is currently being improved.
- With this alternative, broken down vehicles would block a portion of the HOV lanes.
- Induced traffic demand may result from this alternative.
- Four of the six stakeholder committee meeting attendees preferred this alternative.

Reversible Lanes from Wyatt Earp to Old Dump Road

- This alternative will require additional investment for the overhead gantry that may need to be removed in the future if a four lane section is required.
- Concern was expressed regarding reliance on UDOT to update electric signage and provide assistance with operational issues.
- Movable barriers are not applicable for a small section of roadway.
- Reversible lane alternatives are expected to fail in the future due to changes in the current directional split.
- There was public support for the reversible lane alternative at the open house meeting.
 - Reasons for support included larger bicycle lanes with this alternative and reluctance to widen to four lanes.
- It was suggested that UDOT may support this alternative as a research project.
- If HOV reversible lanes were constructed on the outside lane, there is the potential for driver confusion and unsafe conditions due to pavement markings still being present during off-peak hours even though only one lane is available.
- An HOV reversible lane in the center would create issues for buses/carpools merging to access the Park-and-Ride via Old Dump Road.

Next Steps

- The general public will be invited to provide comment on the recommended alternative at a City Council meeting on February 12, 2009.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 12, 2009**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Wade Carpenter, Chief of Police

1. Council questions/comments. Roger Harlan reported that he attended the Art Advisory Board meeting where proposals were reviewed for bus shelters. Mountainlands Housing Trust is providing funding for infrastructure for subsidized housing like Park Place and Holiday Village Apartments. He spoke about potential legislation that would adversely affect the Park City School District's capital funding. Liza Simpson thanked the public, Planning Commission and staff attending the Planning Commission meeting on Treasure Hill. There were about 200 members from the public; the meeting was well run with a great presentation from Katie Cattan. The public was organized, articulate and polite. She also attended the Historic Preservation Board visioning meeting which was very successful. Jim Hier stated that he was impressed by the number of people at the Planning Commission meeting which seemed like many more at this stage of the game than even Flagstaff. This project will have repercussions throughout the community greater than Flagstaff. He and Candace Erickson met with staff on the special service grants. Candace Erickson disclosed that she received a complaint from a citizen about taxis idling in the handicap parking zones at the grocery stores and various other locations. Mayor Williams stated that he is proud of the community its engagement in the Treasure Hill project and spoke about collecting idling ordinances from other cities. He stated that he wrote a letter expressing his concerns to Representative Mel Brown because the House is considering a resolution that would stop Utah's participation in the Western Governors Climate Exchange Initiative. He expressed his frustration about derogatory statements about the work of the Governors Blue Ribbon Committee on the environment. The Peace House is looking to restructure its board. He and Pace Erickson attended the Mosquito Abatement meeting and the Mayor explained the goal of using of biological controls on mosquitoes as opposed to pesticides which has largely been achieved. The biological approach is unique to mosquitoes and nothing else is harmed. Candace Erickson commented on Senator Bennett's town meeting which could be listened to by telephone and listeners could weigh in with questions and participate in the meeting.

2. Legislative update. Tom Bakaly stated that the City is opposing HB 3, the climate initiative mentioned by the Mayor. HB 64, deterring illegal immigration, may end up as a compromise that would create a multi-agency strike force to combat violent and other major crimes associated with illegal immigration and human trafficking. The League's position is neutral. Chief Wade Carpenter pointed out that HB 64 and SB 81 are tied closely together. Senator Griner is the Police Chief of Ogden and he asked him specifically how this bill would affect law enforcement. Essentially, if there is a

violation, police enforce the law and if it is suspected that that person is illegal, he would be taken to a correctional facility placing the burden on the jail to check for immigration status which is no different than what Park City is doing now. Chief Carpenter expressed concerns about creating a special task force because resources are already stretched and officers can be better utilized. There should be local control of police departments and this is an unfunded mandate. He would rather focus efforts on a drug task force or something else. The Utah Police Chiefs Association, however, is neutral on the bill and waiting for the ULCT to voice a position. Tom Bakaly pointed out that the ULCT is neutral and waiting to see what the Chiefs will do which is indicative of what's going on with this issue. The City will need to watch this issue closely as the session winds down. It was decided to remain neutral. HB 66 is proposing to change the way school funds are allocated and currently capital funds within school districts are not equalized. This bill would equalize capital funds and it is estimated that the Park City School District would have to recover \$8 million. It is recommended to oppose this legislation and actively support the School District with other affected communities. Members agreed to *strongly* oppose. Roger Harlan discussed inequities that will occur if this is passed and specifically addressed Alpine where there is a wealthy tax base that chose not to fund capital improvements for its schools but will be the beneficiary of equalized capital funding.

Tom Bakaly discussed HB 68 and HB 241 dealing with water. As written, the City opposes HB 241. He briefly covered proposed cell phone legislation and state budget impacts, including discontinuing no interest water development loans. The City recently received approval for a \$10 million loan which has been pulled back and slated to be used to help balance the state budget. The City's rate for borrowing for the pipe line and treatment plant will have to be considered in the budget process.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 12, 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, February 12, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Matt Cassel, City Engineer; Tom Eddington, Planning Director; Kent Cashel, Streets and Transportation Manager; and Kayla Sintz, Planner;

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Treasure Hill meeting – Liza Simpson commented on the well run and attended Planning Commission meeting. She was impressed by the civility of citizens who were informed and articulate.
2. Open house for Bonanza Drive Project – Matt Cassel reported that there will be an open house on Bonanza Drive February 17 from 5 p.m. to 7 p.m. here in this room.

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

School District legislation - Mike Boyle, Vice President of the School Board, expressed his appreciation of the Council's support to strongly oppose HB 66. The impact, as described in work session, is tremendous.

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

1. Consideration of an Ordinance approving the 395 Centennial Circle plat amendment located at 395 Centennial Circle, Park City, Utah – Tom Eddington explained that approval would consolidate Lot 69 and Lot 70 of the American Flag Subdivision. Currently a structure sits on the existing lot line and this would create a 30,000 square foot lot that accommodates the existing structure and provides for adequate set-backs. The Planning Commission forwards a positive recommendation; there was no public input. Staff has determined there are no significant environmental or fiscal impacts. The Mayor opened the public hearing; there were no comments and the hearing was closed. Jim Hier, "I move we approve the 395 Centennial Circle plat amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft Ordinance". Roger Harlan seconded. Motion carried unanimously.
2. Consideration of an Ordinance approving the Park Meadows No. 5, Lots 1 and 2 amended plat, Park City, Utah (2001 and 2009 Lucky John Drive) – Mr. Eddington explained that the request is for a lot line amendment to better reflect the existing

structures on these two properties and removes a lot line from under a house. Lot 2 will maintain a 15 foot wide utility and access easement for Lot 1. The Planning Commission forwards a positive recommendation and staff recommends approval based on the findings of fact, conclusions of law, and conditions of approval. The Mayor opened the public hearing and with no comments from the audience, closed the public hearing. Liza Simpson, "I move we approve the Park Meadows No. 5 Lots 1 and 2 amended plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft Ordinance". Jim Hier seconded. Motion unanimously carried.

3. Consideration of a Resolution adopting the SR248 Corridor Plan for Park City, Utah – The Mayor commented that he received a flyer at his house last night and assumed that many in the audience from the Prospector neighborhood also received the same flyer which is inaccurate. The City did not hire the consultants to look at bus routes to Heber or to Kamas; however, expanded service is under consideration. The approach is to restripe existing SR248 for four lanes and two bike lanes and the proposal is not to widen the road. The alternative of changing the Rail Trail for vehicular access was not supported by members because it would box both sides of the neighborhood with traffic on both sides. The flyer mentions that more noise and air pollution will be generated with the plan which is untrue. Mayor Williams explained the concept of creating two high vehicle occupancy lanes and two regular lanes which would lessens the project's carbon footprint because cars are not stopped and idling in traffic.

He emphasized that if the traffic becomes too backed up on SR248, UDOT will dictate a plan and the City is trying to be more proactive in terms of arriving at long term solutions. It is also advisable to present a plan to UDOT now for improvements slated for future years. The Council made it very clear that before the plan is implemented that the Park and Ride is operating and the tunnel constructed in the Comstock area to assess the effectiveness of these measures. He again stressed that the width of the road will not be expanded and the idea of cutting into the hillside or into the wetlands was not supported by the City Council.

Kent Cashel announced that there are graphics of the project available to the public at the meeting and distributed comments received on-line from the public on the plan to Council members. There is no strong central theme in the comments, other than concerns about widening SR248 in a manner that would induce traffic growth and there were many comments based on misinformation. The Mayor interjected that the flyer indicates that the plan will prompt more traffic in Prospector neighborhoods but the plan decreases the ability to turn into neighborhoods other than Comstock. Mr. Cashel continued to explain that the City has been working on this well over a year. Six individual studies were conducted on SR248 which provided the foundation for the initial look at this study. That information was consolidated and the consultants presented eight alternatives that could be utilized to address traffic growth along the corridor. When the first phase was completed early summer, the Council directed staff and the consultant to explore four alternatives including (1) no build, (2) full four lane widening,

(3) widening within the existing footprint, and (4) integration of HOV lanes and directional lanes. These alternatives were studied for four months and the plan returned to Council in November after holding public and stakeholder meetings. City Council members narrowed the alternatives to three and removed the full four lane widening as an option which would require encroaching in the wetlands and PC Hill.

Mr. Cashel pointed out the bottleneck created in front of the schools and the section between Wyatt Earp and Sidewinder Drive. No matter what alternative was explored, without doing something to address this, the plan turned into essentially a no build option in terms of providing any remediation to the traffic that models show will exist over the planning horizon to 2020. He stated that there will be four lanes in front of the high school and some expansion of the asphalt there to accomplish this; the graphic displays the footprint. The added capacity is intended to accommodate turn movements in and around the schools, not to encourage more traffic to flow. He explained that in order to protect the hillside and wetlands, the recommendation heading east is to stay within the existing footprint by narrowing lanes, removing the planter, and integrating five foot bike lanes. The engineers looked at a variety of criteria like the carbon footprint, traffic growth, cost and impacts to transit and the Park and Ride. Mr. Cashel noted that the recommendation for four lanes within the existing footprint and minimal widening at the school section was the most viable alternative both environmentally and economically and from a traffic management standpoint.

In response to a comment from the Mayor about the widening in front of the schools, H W Lockner Consultant Gene Cline advised that the lanes could be narrowed somewhat but if full 12 foot lanes are added, there is the potential of cutting into the buffer adjacent to the Prospector neighborhood by 12 feet or by eight feet if the width of the lanes is narrowed. Mr. Cashel reiterated that the plan was reviewed with the stakeholders group and at work session last week by Council and staff made an effort to ensure that the media got the message out about the public hearing tonight. Candace Erickson stated that the widening by the schools was something she was not aware of and asked about the length of the section. Mr. Cline explained that there are two lanes in each direction from Park Avenue to Sidewinder. Between Sidewinder and close to US40, there is one lane each direction plus a center turn lane. This alternative would add a lane in each direction from Sidewinder all the way to the schools out to Wyatt Earp which is a narrower section but still four lanes and once out of the barrier area, SR248 is wider and four lanes. Liza Simpson emphasized that the Council is in the planning stage of developing a plan for the corridor and in no way is near the engineering phase of determining the exact pavement width. There are still many opportunities to adjust the plan.

Kent Cashel stated that this is an important point. This is a plan that provides staff with the ability to get a project into a funding cycle which could be as far away as five to seven years out. During that time, the plan can change but without a plan, the project is not identified for funding and what stands between the plan and the pavement is the funding cycle and the UDOT process. UDOT needs to review and approve the plan but has been participating as a member of the steering committee and helped finance a

portion of this study. A public involvement program will be established during the design stage. Laney Jones of H W Lockner pointed out that SR248 is UDOT's road and the state has its own process for implementing improvements. When a project is slated for funding, UDOT will initiate public participation through its own process. Roger Harlan asked if UDOT has been historically accepting of narrowed lanes as opposed to following strict engineering standards and Ms. Jones replied that it is becoming more common for UDOT to be more flexible. It is common for UDOT to narrow a 12 foot lane to 11 feet if there is a benefit or a need but 10 feet would not be typical. The Mayor mentioned that when the City was considering directional lanes, UDOT actually traveled to other sites to observe how these worked. He again discussed the importance of making the Park and Ride and HOV lanes feasible and creating incentives to get people out of their cars. Kent Cashel believes that UDOT is amenable to a lane width reduction and added that it is not very common for a Utah community to attempt to articulate a vision in advance of UDOT stepping in; this is a proactive step for Park City. Additionally, he felt the plan has been well received. The Mayor invited public input.

Tim Snyder, Doc Holiday Drive, asked what HOV meant and Kent Cashel advised that it is an acronym for high occupancy vehicle which now means more than one person in the vehicle. Laney Jones further explained that HOV can be redefined to manage traffic by the designation of number of occupants, but the big benefit is buses using the HOV lane to and from the Park and Ride. Mr. Snyder stated that this is a better plan than he originally expected, but hates to see the planter box go away because the stretch is so dangerous. In response to a question from Mr. Snyder, Kent Cashel explained that the widened section is from Sidewinder to Wyatt Earp. Ms. Jones indicated that both the four lane and directional concepts have four lanes in front of the high school. Council has expressed an interest in working with UDOT on speed limits. It was pointed out that narrower lanes and shoulders provide a traffic calming effect. The Mayor added a jersey barrier is proposed in place of the planter. Mr. Snyder felt that there are minimal traffic problems when the schools aren't in session. The school zone speed of 20 mph contributes to traffic backing up and four lanes may not make a difference but Kent Cashel believed that the Comstock tunnel will make a difference in traffic flow. There was discussion about medians drawn on the plan which could be used to prevent left hand turns or planted for the sake of aesthetics.

Mike Boyle, School Board member, expressed his appreciation of Messrs. Cashel and Cline meeting with him and several school administrators. He stated that he has shared information with the rest of the Board who understands that the plan is a concept and in general, they approve the plan as presented. They had the same concerns as probably a lot of people in attendance tonight about impacting the trails along the highway, but understands that they may have to be moved. Mr. Cashel has kept them involved and they approve of the plan.

Helen Stanley, Doc Holiday, suggested bus only lanes as opposed to HOV lanes and Ms. Jones explained that this doesn't have to be decided at this phase of the study and the lanes can be managed accordingly. Ms. Stanley insisted they should be bus only lanes. She complained about flashing signs being placed on SR248 directing people to

Salt Lake and asked how this happened and if it will be continued. Kent Cashel explained that it was a trial program intended to run for a few weeks only to measure the effectiveness of the route to out-load the ski areas. It was run from 3 p.m. to 7 p.m. on peak ski days in order to move some of the traffic off of SR224. Ms. Stanley asked why we are directing drivers to SR248 because people that never traveled that way to Salt Lake will continue to go that way. Ms. Cashel responded that staff is sensitive to that issue. Ms. Stanley assumed that if the lanes are narrowed on SR248 that all wide loads will travel on SR224. Mr. Cashel noted that wide loads mean that the vehicle is already exceeding the lane width so it probably doesn't matter. A very wide load requires pilot vehicles but he didn't feel SR248 will be restricted. Ms. Stanley felt that this should be considered. Laney Jones explained that the reason UDOT is comfortable with an 11 foot lane but not 10 feet is because 11 feet will easily accommodate a truck. In response to another question from Ms. Stanley, it was explained that there will be room between the trail and the road and enough area for snow storage, however, the trail between the schools may have to be moved somewhat.

Kurt Benson, Doc Holiday Road, felt that the proposal is better than he anticipated. He suggested building the Park and Ride and requiring anybody that does not have a permit to park there and take transportation into town like Zermatt or Vail. This would mitigate some of the traffic. Kent Cashel explained that the 750 space Park and Ride lot is being completed at Richardsons Flat. Employee parking and carpooling are strategies that will be promoted to limit traffic along the corridor. Mr. Benson felt that there should be a policy of not allowing anyone on SR248, except for residents with permits. He wasn't convinced that carpooling will be successful; people like their cars too much. More lanes create more traffic side by side and speeds increase with familiarity. He agreed that traffic is congested but only two times a day, and implementing any plan with a 20 mph speed limit in place is a waste of time. Traffic signals also back up traffic. Diverting traffic to a residential area from SR224 is inappropriate. He urged Council to consider not allowing cars into town. Laney Jones advised that SR248 is a state-owned public facility and UDOT would not be comfortable restricting a public roadway and that is why this is not included as an alternative.

Faye Malnar, Sidewinder Drive, congratulated Council on a good plan but the only problem she has is expecting the Park and Ride will be used. As a retired employee of USSA, she polled employees from Heber and Kamas about parking at the Park and Ride and taking a bus, and there were no positive comments. She did not feel a permit system is appropriate because Park City invites people to visit our community. It would be helpful to get trucks off of SR248.

Margaret Hyatt, Butch Cassidy Road, commented on the removal of the planter box, which she understood made the section safer. It was explained that a jersey barrier would be installed and that some separation is needed. She was pleased to learn that the Comstock tunnel will be constructed this summer. The Mayor reiterated that the plan is three to seven years out and there other improvements the Council would like to get done in terms of the tunnel and the Park and Ride facility before any other improvements are considered. She felt that the no build alternative is most appropriate.

Colin Jackson, Sidewinder Drive, agreed with Mr. Benson and stated that he didn't feel we have a road problem but a too many vehicles problem. He spoke about the daily regional transportation systems operating in Aspen, Telluride and Crested Butte while Salt Lake, Heber, Coalville and Kamas have nothing to offer. The model of moving people around needs to get away from cars and building more lanes by offering the Park and Ride, buses, and making it difficult to bring cars into town. There is a lot of parking and pavement here making it attractive to drive into town. The no build alternative, making mass transit available to Salt Lake and other places, and making it difficult to bring in cars, will manage traffic. The Mayor referred to Mr. Jackson's flier which he addressed before Mr. Jackson arrived at the meeting. Mayor Williams emphasized that the Council is interested in pursuing all alternatives before the plan is considered for implementation. The plan is being created so it is identified in a funding cycle and is three to seven years out into the future. The Mayor further explained that the Park and Ride road will go all the way through to SR248 where the new lumber store is located so someone coming from Kamas can get off of SR248 at the lumber yard and travel directly to the Park and Ride.

Jill Orchel, Prospector resident, stated that she grew up in Aspen and rode the bus everywhere and when she moved here 18 years ago, she recalls seeing flowers on the side of the road in memory of accident victims. When the planter was installed on SR248, she was relieved and would hate to see that work undone.

David Orchel expressed concerns about the Wyatt Earp intersection because it may be difficult to enter into traffic and the no left turn into Wyatt Earp will cause more traffic to travel through Prospector. He felt the intersection, especially with planters, will create a need for a traffic light causing more delays. Liza Simpson stated that she participated in all of the WALC meetings and there is funding reserved for important projects yet to be defined, i.e., Park Avenue, SR248. At some point in time it was felt that there would likely be a need for a light at Wyatt Earp and possibly another tunnel.

Michelle Rainer, Doc Holiday Drive, felt that most of the comments have dealt with safety and quality of life. We all moved here to live in a mountain town and not to be splitting our town up with highways and promoting congestion. When does it end? If we invite traffic to come, it will. Narrowing lanes is great, but on I-80 a lane was narrowed and semis were asked not to drive on it but they do. It is a huge safety concern and even with a tunnel there are four lanes of traffic. The commuter lot is a good idea as well as the tunnel but she is against widening the road and suggested making the center lane the HOV lane. SR248 should be no engine brake zone; there are other viable options and SR224 should be looked at again. Ms. Rainer acknowledged that this is a long term plan but 2020 is not that far away.

Helen Stanley pointed out that building a tunnel is very costly but the idea of constructing a bridge was rejected. In these economic times, maybe it is time to reconsider a pedestrian bridge and evaluate the effectiveness of diverting pedestrian traffic. This would be an interim cost effective solution.

Sam Constanza, Buffalo Bill Drive, stated that he can barely turn on SR248 in the evening now and asked if crossing two lanes will make it more difficult to make a left hand turn. The Mayor replied that at peak times, he travels to streets with lights. Candace Erickson interjected that it depends on the management and use of the HOV lane and turning may actually be easier.

Wes Garrett, Prospector resident, felt that the real problems only occur three hours a day and the rest of the time traffic flows smoothly. School traffic is the real problem plus motorists can not travel over 25 mph through the school zone. There is going to be a lot of asphalt that is not going to be used most of the time. Adding traffic lights is expensive and interferes with traffic flow. Four lanes seem like too much and accommodating cars does not help meet the goal.

Max Doilney, Prospector resident, stated that he agrees with Mr. Garrett 100%. There is just a small chunk of the day that we're dealing with and the best way to make SR248 safe should be the ultimate goal. Adding pavement will result in another SR224 with traffic lights backing up traffic.

Andre Dumas, Cochise Court, felt the plan is not a good idea because it is helping commuters and no one here and Park City residents are paying for it. He suggested installing gates in neighborhoods and closing them at peak times. Moving school starting times could be helpful in the morning.

Marion Melnar, Sidewinder resident, stated that he likes the gated concept. Eliminating truck traffic is not realistic but truck traffic can be controlled from turning to keep trucks on state roads. The same applies to Bonanza and the Mayor indicated that this is an element of discussion on the rebuild of Bonanza Drive.

Kurt VonPuttkammer stated that a little less than nine years ago, he approached Council members about the SR224 expansion but was told with bodily threat not to object to this project because it was the one time we had UDOT money to do something. Mayor Olch gave him his word that the median would not be removed and it is now being removed. He referred to his letter distributed to members regarding the use of the Rail Trail for vehicular access. There is only one good solution. He referred to his written request of March 28, 2007 that this option be reviewed and asked why this has never been discussed. Why can't we look at this option? It solves every one of these problems by directing all traffic onto Deer Valley Drive. No one is willing to talk about this. Mayor Williams stated that the Rail Trail alternative has been discussed with the stakeholder group and many residents objected to another road in the back of their neighborhood. Residents were not interested in converting a safe recreation area to another mode of transportation into town. In fact, there are associated comments in the public input report received tonight. Kent Cashel added that this is also addressed in the study. Mr. VonPuttkammer pointed out that it wasn't included in the walk-ability study. One decision can improve the quality of life for generations to come. He asked why they chose the Rail Trail when they had all the land to pick from and an analysis

should be done. Candace Erickson clarified that she made it a point after receiving his letter to talk to Prospector residents, explaining that Mr. Von Puttkammer's proposal was to divert traffic from the location of the Old Dump Road, turning the Rail Trail into a two lane road connecting into Deer Valley Drive. The response she received from residents was that they didn't want traffic on both sides of the neighborhood.

Andre Dumas felt that the Rail Trail makes sense because it eliminates the bottleneck problem at the schools and SR248 could remain as it is.

Sloan Reed expressed her support for the Park and Ride and getting people to use public transportation.

Joanna Kahn, Prospector resident, asked whether studies have identified the types of drivers. Kent Cashel stated that there is some data on this and the majority of drivers or about 74% are single occupant commuters. There is no information on where people work or the destination. Staff will continue to look at the mix and also measure vehicle occupancy. She stated she supports no more asphalt and green alternatives.

Howard Silverman, Sidewinder Drive, stated that he is an avid cyclist and is concerned about narrowing shoulder widths. Gene Cline explained that the stretch between the Wyatt Earp and the Old Dump Road is the only section affected. Mr. Silverman expressed that if the road is wider, the traffic will come. People will not likely use the Park and Ride because many people like to run errands during the day. No one wants to carpool because there's no flexibility. Kent Cashel felt it important to note that no element of the plan will be implemented until there is an opportunity to evaluate the effectiveness of the tunnel and other measures. In order for the Park and Ride to work, transit needs to be able to move efficiently in and out of town and the design balances these interests. In particular, through the wetlands and PC Hill area, there will be narrower lanes and restrictions on traveling in the HOV lane that should have the effect on reducing traffic. Mr. Silverman asked about the status of the option of directional lanes. Gene Cline advised that the reversible lanes did not work as well because the only place the HOV lane could be placed is in the center lane, creating an access problem to the Park and Ride because buses would have to pull into the general purpose lane. Mr. Cline mentioned that large overhead directional signs are required by UDOT with the operation of reversible lanes adding expense and visual impacts.

In response to a question from the City Attorney regarding the location of rumble strips, Laney Jones advised that this will be determined when UDOT conducts its study, but Lockner is recommending is that the five foot lane be dedicated as a bike lane. Currently, it is not a bike lane but a shoulder. The advantage of adding another stripe designating the area as a bike lane is that cars are allowed to be on the shoulder of the road but not within the bike lane section. Typically, UDOT will not install rumble strips in a bike lane.

With no further public input, the hearing was closed.

Jim Hier pointed out that members are not that naïve to think that because the City builds a Park and Ride that people are automatically going to park there and take a bus into town. It's going to take some force and in his opinion most of the traffic problems are created by construction traffic. The City can require any large project, as a part of a construction mitigation plan, to require employees to park outside of town and have those employees shuttled into town either on City buses or a shuttle similar to what Talisker has been doing for Empire Pass construction. If construction worker traffic is addressed, it should make a difference in the mornings. With regard to building a bridge versus a tunnel, the City Council deferred the decision to WALC who discussed this at length. He suggested building a separate bike lane next to the Rail Trail, acknowledging that it is not a recommendation from Lockner but it would be beneficial to take a look at the cost. Discussion ensued about lighting the Park and Ride lot during the past week. Jim Hier added that if and when PCMC and Deer Valley develop their parking lots, it would be to everyone's advantage that resort employees park at the Park and Ride so that parking is available to resort patrons. This could make a huge difference in decreasing traffic in consideration of one employee in individual cars. The City has leverage to require the use of a satellite lot during the review processes. Mayor Williams added that with the City's acquisition of the PRI property, a Park and Ride could be built at Kimball Junction. It is important to get the large employers in town to buy into the program because it's not going to work without their participation.

Mayor Williams thanked the audience for attending and reminded them that there are concepts that need to be submitted to UDOT for its review regardless. He encouraged Council to consider the expansion of the bus system before the plan is implemented. Jim Hier felt that Council continually examines the bus system and regional transportation which only be accomplished with the cooperation of the other communities. The ski areas run buses to Heber and Provo with some success.

Roger Harlan relayed that the obvious problem is having three schools on SR248 which can not be relocated and appreciated the input from residents to alleviate existing challenges. The Mayor noted that many people moved to Prospector because it is close to the schools. SR248 and SR224 are state highways and before improvements were made to them, there were many more accidents. Joe Kernan stated that if traffic continues to grow as has been trend, the City will have to implement this type of plan. The additional lanes are HOV lanes which will be faster which will provide the incentive to use them. Everyone will need to make sacrifices to reduce traffic. It would be very helpful if school bus service was expanded, acknowledging that it would be costly, but it would significantly lessen congestion in the morning. If the community is not willing to spend the money, or do anything different, UDOT will determine how and when to widen the road.

Candace Erickson stated that when this plan was first reviewed, Council favored the no build option hoping that people would change their driving habits so the plan would not be needed. The reality is that this probably won't happen and she pointed out that local businesses are dependent on outside workers. Quality of life is a priority and that is the reason the Rail Trail access road was eliminated as an alternative. All Council

members are concerned about the well being of the neighborhood. Liza Simpson felt that everyone needs to do their part. One day she observed the crossing guard stopping the traffic signal for one child at a time which dramatically disrupted the flow of traffic and pointed out that the tunnel may make a real difference. She thanked the public for valuable input.

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Joe Kernan, "I move we approve the Resolution adopting the SR248 plan for Park City". Liza Simpson seconded. The Mayor reiterated that the effectiveness of the tunnel and the Park and Ride will be evaluated before the plan is implemented. Jim Hier believed that statement should appear in the Resolution and asked that the motion include all of the criteria included in the staff report as an addendum to the Resolution. Joe Kernan and Liza Simpson accepted the amendment. Candace Erickson asked if Park City's plan is accepted by UDOT, whether the City is forced to proceed. Laney Jones explained that the City would need to contact UDOT about getting the plan in the transportation improvement program and into the queue for conducting a study. UDOT would then assign a project manager, conduct an environmental study, review these options again, and gather public input again. UDOT does not have excess funds currently and when communities decline to move on projects, the state would not likely object if there are no safety issues. Kent Cashel emphasized that this is a state highway which UDOT is monitoring in terms of planning. If the City is proactive and successful in providing an acceptable level of service on SR248 that the community supports, he felt confident that the City could back out of implementing the plan if desired. Motion unanimously carried.

V OLD BUSINESS

Consideration of an Ordinance approving amendments to the Park City Land Management Code clarifying Financial Guarantee language to Chapters 1, 7, 11 and 15

– The Mayor disclosed that the Council received a letter from Craig Elliott expressing concerns about the potential burden to the public of having to provide a financial guarantee. Planner Kayla Sintz explained that in reviewing the LMC and Historic District Guidelines, and issues involving non-compliance and non-completion of additions and reconstructions of historic structures, staff saw a need to clarify and expand the ability of the City to guarantee completion of public and site improvements and compliance with the historic preservation plan. This item was heard by the Planning Commission on January 7 and January 28, 2009. Direction was given on January 7 for additions to Chapter 11, Historic Preservation, dealing with the effect of non-compliance, amount of guarantee, release of guarantee, and terms of guarantee. With regard to Mr. Elliott's comments, staff and the Planning Commission are very aware of the economic downturn right now and the Commission added the option of a lien on the property to the types of guarantees allowed. Others include escrow deposit, cash deposit or letter of credit. In consideration of the City moving forward with rewriting the Historic District Guidelines as well as adopting the Historic Sites Inventory, staff felt that it made sense to codify guarantee language. Ms. Sintz emphasized that there have been problems with saving historic material, not only for panelization

projects but also replication and/or reconstruction approaches and this legislation ensures compliance with the preservation plan.

Ms. Simpson asked if placing a lien on the property would negatively impact the owner's ability to obtain a construction loan. Should the lien be placed at the time of occupancy or inspection? By way of example, Ms. Sintz pointed out that the guarantee for a 456 square foot historic property is \$250 per square foot plus an additional \$50 per square foot for a 75 square front porch for a total financial guarantee of \$132,500. However, a considerable addition to the historic structure is proposed. The City Attorney acknowledged that this exaction is on the high end and there may be some difficulties for the owner with the lien option in this instance, depending on his financing. The City uses the lien method or trust deeds for the preservation grant program for five years and then the property is released. The grants tend to be much less money but the City is always last in position in the event of foreclosure and other options may provide higher levels of security. Mr. Harrington pointed out that it is another tool in the tool box. Ms. Simpson feared encouraging replication over renovation and is sensitive to Mr. Elliott's concerns. Ms. Sintz explained that the Planning Commission was concerned about people developing properties any way that they want and throwing historical material in dumpsters because the amounts in place currently were a slap on the hand.

Mark Harrington stated that at the same time the Ordinance gives the Chief Building Official final determination. He encouraged starting with these standardized numbers and if prohibitive, they can be adjusted without coming back to Council and amending the Ordinance. Liza Simpson stated that she has no problem with the high numbers unless it prevents somebody from actually doing what the City wants them to do. Mr. Hier asked if letters of credit and deposits with the City are drawn down as construction proceeds. Ms. Sintz referred to language on the section on the release of the guarantee, *or at the discretion of the Chief Building Official, Planning Director, or their designees*. Mr. Harrington suggested adding language, *in accordance with the work performed* or some other standard. Jim Hier expressed concerns about the guarantee making a preservation project prohibitive for some property owners, not necessarily developers, and there should be some way to draw down on the funds as the project is completed. He suggested adding wording based on construction progress. Tom Eddington suggested, *at the discretion of the Chief Building Official, Planning Director, or their designees based on construction progress in compliance with the historic preservation plan*. Members accepted the wording.

The Mayor opened the public hearing; there were no comments from the audience.

Liza Simpson, "I move that we approve the proposed amendment to the Land Management Code for Chapters 1, 7, 11 and 15 as amended by the Planning Director's sentence". Roger Harlan seconded. Motion unanimously carried.

VI ADJOURNMENT

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

Appendix B: Stakeholder Committee List

Contact Name	Contact Organization
Kim Mayhew	Deer Valley
Carol Potter	Mountain Trails
Paul Christensen	Sunstone
Kevin Callahan	Summit County
Tina Graham	Sundance
Jenni Smith	Park City Ski Resort
Stephen Oliver	Park City School District
Tim Vetter	The Canyons
Lisa Wilson	UDOT
Lisa Baird	UDOT
Mark Fischer	NoMa
Kent Cashel	Park City
Adam Strachan	Planning Commissioner

Appendix C: Conceptual Alternatives



ALTERNATIVE 2
FOUR LANE



Legend

 Existing Signal

 Proposed Future Signal

2 OF 2





ALTERNATIVE 3
FOUR LANE WITH HOV LANES
(WITHIN EXISTING FOOTPRINT)


UTAH
1896


PARK CITY
1854

Legend

 Existing Signal

 Proposed Future Signal

2 OF 2



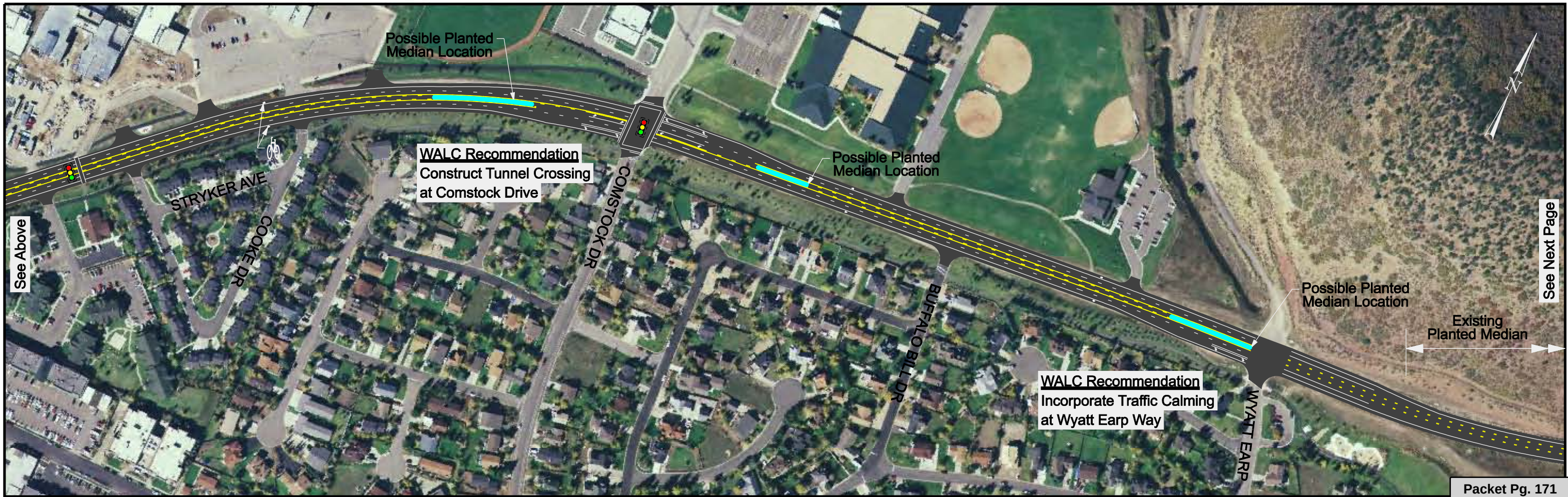
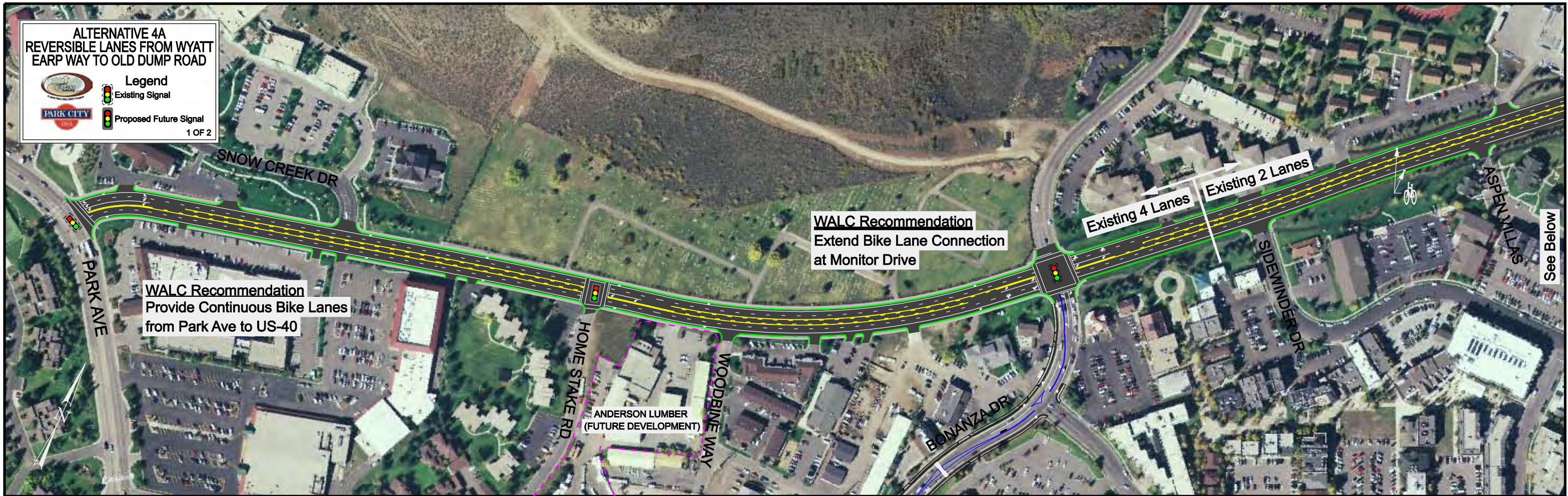
ALTERNATIVE 4A
REVERSIBLE LANES FROM WYATT
EARP WAY TO OLD DUMP ROAD

Legend

 Existing Signal

 Proposed Future Signal

1 OF 2



ALTERNATIVE 4A
REVERSIBLE LANES FROM WYATT
EARP WAY TO OLD DUMP ROAD

 **Legend**
 Existing Signal
 Proposed Future Signal

PARK CITY
1894

2 OF 2



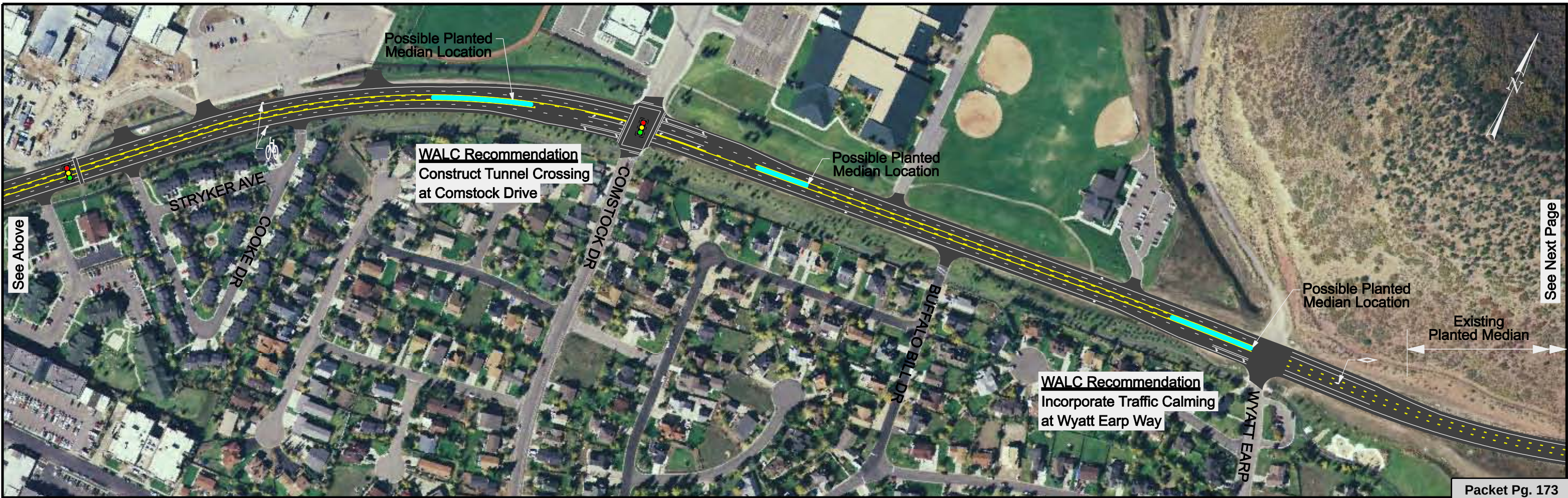
ALTERNATIVE 4B
HOV REVERSIBLE LANES FROM WYATT
EARP WAY TO OLD DUMP ROAD

Legend

 Existing Signal

 Proposed Future Signal

1 OF 2



ALTERNATIVE 4B
HOV REVERSIBLE LANES FROM WYATT
EARP WAY TO OLD DUMP ROAD



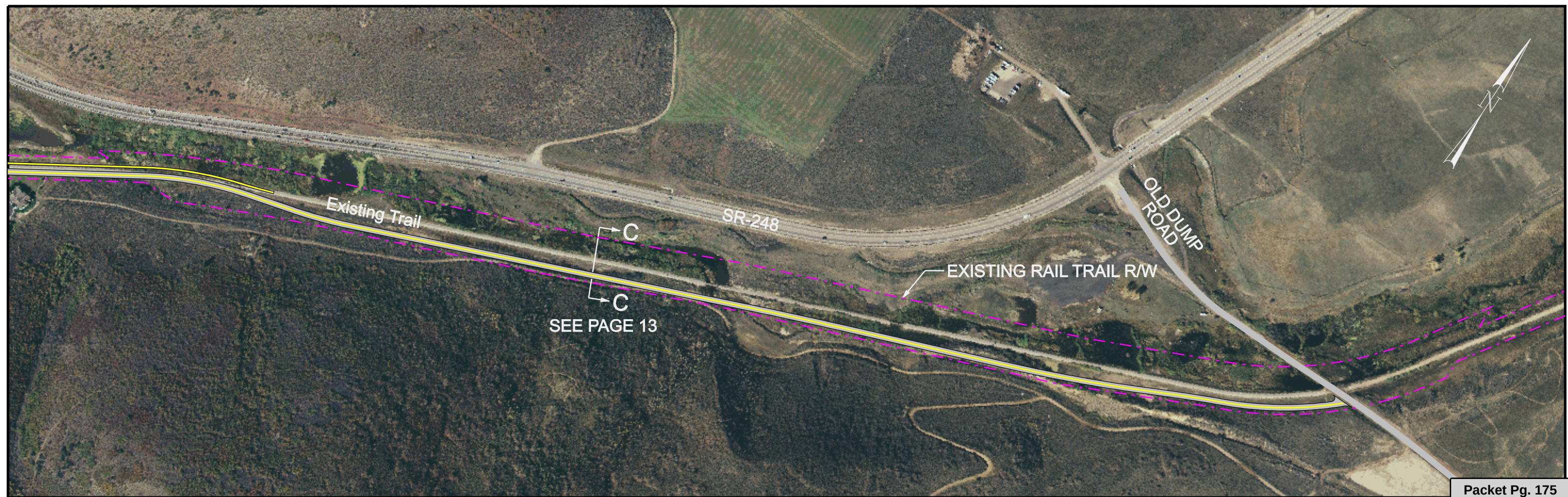
Legend

 Existing Signal

 Proposed Future Signal

2 OF 2







Appendix D: Rails with Trails Information

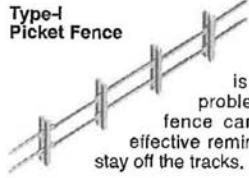
Example Rails-with-Trails Projects



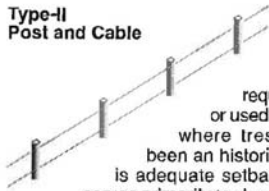
Separation Options



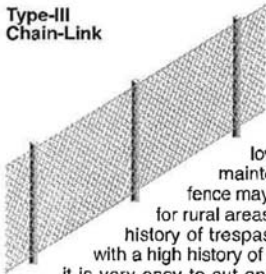
DESIGN

**Type-I
Picket Fence**

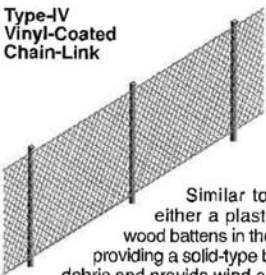
Where trespassing is not as much of a problem, a low wood rail fence can still serve as an effective reminder to trail users to stay off the tracks.

**Type-II
Post and Cable**

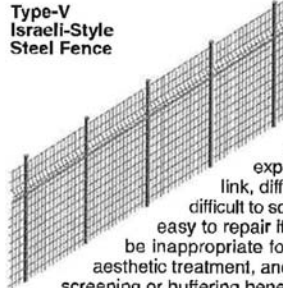
This inexpensive fence is occasionally requested by a railroad or used on a RWT primarily where trespassing has not been an historical problem, there is adequate setback, and the fence serves primarily to demarcate the railroad property boundaries. The fence does not provide any screening or anti-trespassing features.

**Type-III
Chain-Link**

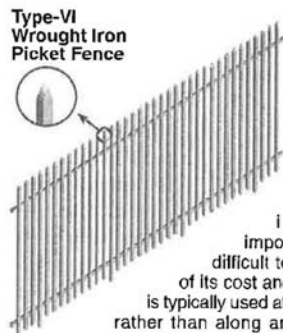
Chain-link fences are popular due to their effectiveness in keeping trail users off the tracks, relative low cost, and ease of maintenance. Chain-link fence may not be appropriate for rural areas where there is no history of trespassing, or for areas with a high history of trespassing, since it is very easy to cut and vandalize. Most chain-link fences are visually unappealing and tend to project an image of an urban industrial environment. For this reason, trail designers should explore using other, more appealing types of fences whenever possible.

**Type-IV
Vinyl-Coated Chain-Link**

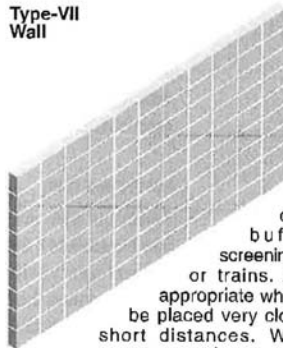
Similar to Type II, but with either a plastic woven fabric or wood battens in the chain-link material providing a solid-type barrier to help catch debris and provide wind and visual buffering.

**Type-V
Israeli-Style
Steel Fence**

Sometimes referred to as Israeli-style fencing for its use in Israel to protect kibbutzes, this product is more expensive than chain-link, difficult to vandalize, difficult to scale, and relatively easy to repair if it is cut. It would be inappropriate for areas requiring aesthetic treatment, and provides limited screening or buffering benefits.

**Type-VI
Wrought Iron
Picket Fence**

This is the ultimate in vandal-resistant fencing, and is used in locations that have a history of trespassing. It is virtually impossible to cut and difficult to scale. Because of its cost and visual impact, it is typically used at specific locations rather than along an entire corridor.

**Type-VII
Wall**

Very rarely used due to its cost and visual impact, solid concrete block walls are virtually indestructible and offer complete buffering and screening from rail debris or trains. A wall may be appropriate where a RWT must be placed very close to tracks for short distances. Walls are most commonly used in areas where a grade separation requires a retaining wall adjacent to the trail. Wall design in active rail corridors should be carefully coordinated with rail engineers, because they can have an effect on the structural integrity of the rail bed, alter drainage patterns in the rail corridor, and, in some circumstances, impede access by railroad maintenance equipment.

FIGURE 5.16 Fencing styles

Resolution No. 04-09

RESOLUTION ADOPTING THE SR-248 CORRIDOR PLAN FOR PARK CITY, UTAH

WHEREAS, it is in the public interest to plan for the development and operation of transportation corridors within Park City and its surrounding area; and

WHEREAS, SR-248 is a key transportation corridor serving Park City's residents, businesses and visitors; and

WHEREAS, transportation improvements over time will benefit Park City residents, businesses and visitors; and

WHEREAS, a well developed corridor plan will benefit the public by providing for the efficient and effective movement of auto's, trucks, transit, bicycles, pedestrians; and

WHEREAS, the SR-248 Corridor Plan is the result of a significant traffic planning and analysis effort that has involved key stakeholders and the general public; and

WHEREAS, Park City Council supports the recommendations forwarded in the plan with the condition that the implementation of Alternative 3 (4 lanes w/ Bus-HOV) does not occur until the following actions are taken:

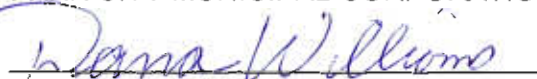
- SR-248-Comstock pedestrian tunnel is constructed.
- Traffic Demand Management (TDM) measures identified in the plan are implemented.
- Traffic conditions are reassessed after the above have been implemented.

WHEREAS, Park City has provided opportunity for the general public to review and provide comment on the plan; and

NOW, THEREFORE BE IT RESOLVED, that the Park City Municipal Corporation of Summit County, Utah formally adopts the SR-248 Corridor Plan.

PASSED AND ADOPTED this 12th Day of February, 2009.

PARK CITY MUNICIPAL CORPORATION


Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



ATTACHMENT B

SR-248 Corridor Plan Update

TECHNICAL MEMORANDUM

To: Brooks Robinson, Park City

Alfred Knotts, Park City

Patrick Cowley, P.E. UDOT

Date: November 19, 2015

From: Lynn Jacobs, P.E. PTOE, Fehr & Peers

Jon Nepstad, AICP, Fehr & Peers

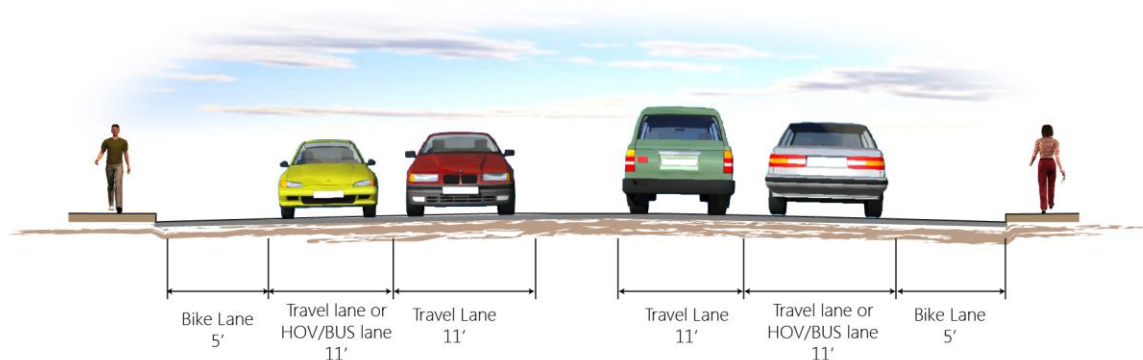
Subject: SR-248 Analysis

UT15-1059

Executive Summary

A study was completed in 2009 by H.W. Lochner, Inc. on SR-248 in which several alternatives were developed and evaluated. The study identifies Alternative 3 as the preferred alternative which proposes widening SR-248 to a 4-lane cross-section from Sidwinder Drive to Richardson Flats within the existing footprint (as shown below).

Typical 4-lane cross-section



The added lane would be a HOV/Bus only lane during peak hours of the day from Wyatt Earp Way to Richardson Flats. These peak hours would be defined by Park City and UDOT staff, but would likely be from 7:00 – 9:00 AM and from 4:00 -6:00 PM. Fehr & Peers has revisited the findings of that study with updated traffic count information and micro-simulation analysis to ensure the viability of this and the other concepts that were evaluated in the 2009 study (as shown in the body of this report).

The analysis presented within this document is based on traditional traffic engineering principles. Many of the metrics chosen for evaluation (delay, Level of Service, travel time) are focused on quantifying the performance of the roadway based on the typical Single Occupancy Vehicle (SOV) user experience. Park City has stated goals within their 2011 Traffic and Transportation Master Plan to discourage additional SOV trips and encourage High-Occupancy Vehicle (HOV) trips and trips using transit, walking and/or biking.

This updated existing conditions analysis, however, found that the overall corridor is generally operating acceptably (Level Of Service (LOS) D or better at most locations) during seasonal peak conditions (March, 2015). There is a traffic bottleneck at the Bonanza Road intersection. Specifically, the northbound right turn from Bonanza Road onto SR-248 is experiencing high levels of delay, resulting in overall intersection LOS E/F during PM peak hours. A potential capacity improvement at this location would be to eliminate an eastbound through lane at the intersection and convert the northbound right turn into a channelized free-right, or to acquire ROW on the SE corner of the intersection to accommodate a receiving lane for the new NB free right turn, resulting in a section of SR248 that has three EB travel lanes. This concepts have not been further evaluated as part of this study due to study constraints (scope,budget). Fehr & Peers recommends further consideration and evaluation of this concept as preliminary analysis indicates that it could provide minor operational benefits at the intersection and hence, the corridor. As the rest of the corridor was operating acceptably under existing conditions, the preferred alternative did not show any significant traffic benefits under existing traffic volumes.

The updated future (2040) conditions analysis found that traffic will be constrained getting onto SR-248 at the intersections at SR-248/SR-224, SR-248/Bonanza and SR-248/ US-40. This produces a metering effect on traffic using SR-248. The result of this metering effect is that traffic is unable to access the portion of SR-248 where the proposed widening is located. This in turn renders the proposed widening ineffective from the traditional SOV user experience perspective. However, if capacity improvements are made at the SR-248/SR-224 and SR-248/US-40 intersections, the 2040 demand volumes on the corridor would justify the widening. The intersection at SR-248/SR-224 was previously studied and a multi-lane roundabout was recommended. These projects could be pursued in conjunction or separately.

The proposed widening did not show a substantial auto travel time or LOS benefit under existing conditions or future conditions. The future unconstrained demand is large enough to justify this widening, but only if the external constraints or meters (SR-224, Bonanza, US-40) are improved such that traffic is able to follow less constrained and access SR-248. Should the widening occur in conjunction with previously mentioned improvements on Bonanza, SR 224/SR 248, and US-40, the project would provide a a number of public benefits including:

- If the new lane is a HOV/Bus facility, it would enhance bus service visibility and reliability to the park-and-ride lot at Richardson Flats, encouraging a mode shift from SOV automobile traffic. This in turn has the potential to reduce the demand at the congested intersections at SR-224/SR-248, Bonanza Drive/ SR-248 and US-40/SR-248. This reduction in demand could delay the need to make capacity improvements at these locations.
- When the external constraints at SR-224, Bonanza, and/or US 40 are removed, the projected demand will need the extra lane in this area to operate efficiently.

- Construction of these additional lanes as HOV/Bus facility is consistent with local plans and policies that discourage road widening or the addition of significant increases in lane mileage for Single Occupancy Vehicles (SOV).
- Construction of these lanes will also provide a consistent cross-section (in terms of number of travel lanes) from US-40 to SR-248. This is a desirable outcome as it reduces conflicts where the current lane drops exist.

Therefore, Fehr & Peers recommends that the widening be completed and that the following other improvements are made before or within 3-5 years after the widening:

- The intersection at SR-224/SR-248 is improved (potentially by constructing the multi-lane roundabout as previously recommended),
- The intersection at Bonanza/SR-248 is improved (potentially by adding a free northbound right turn lane),
- The interchange at US-40/SR-248 is improved,
- Highway access and Transit frequency to the park-and-ride lot on Richardson's Flat is improved.

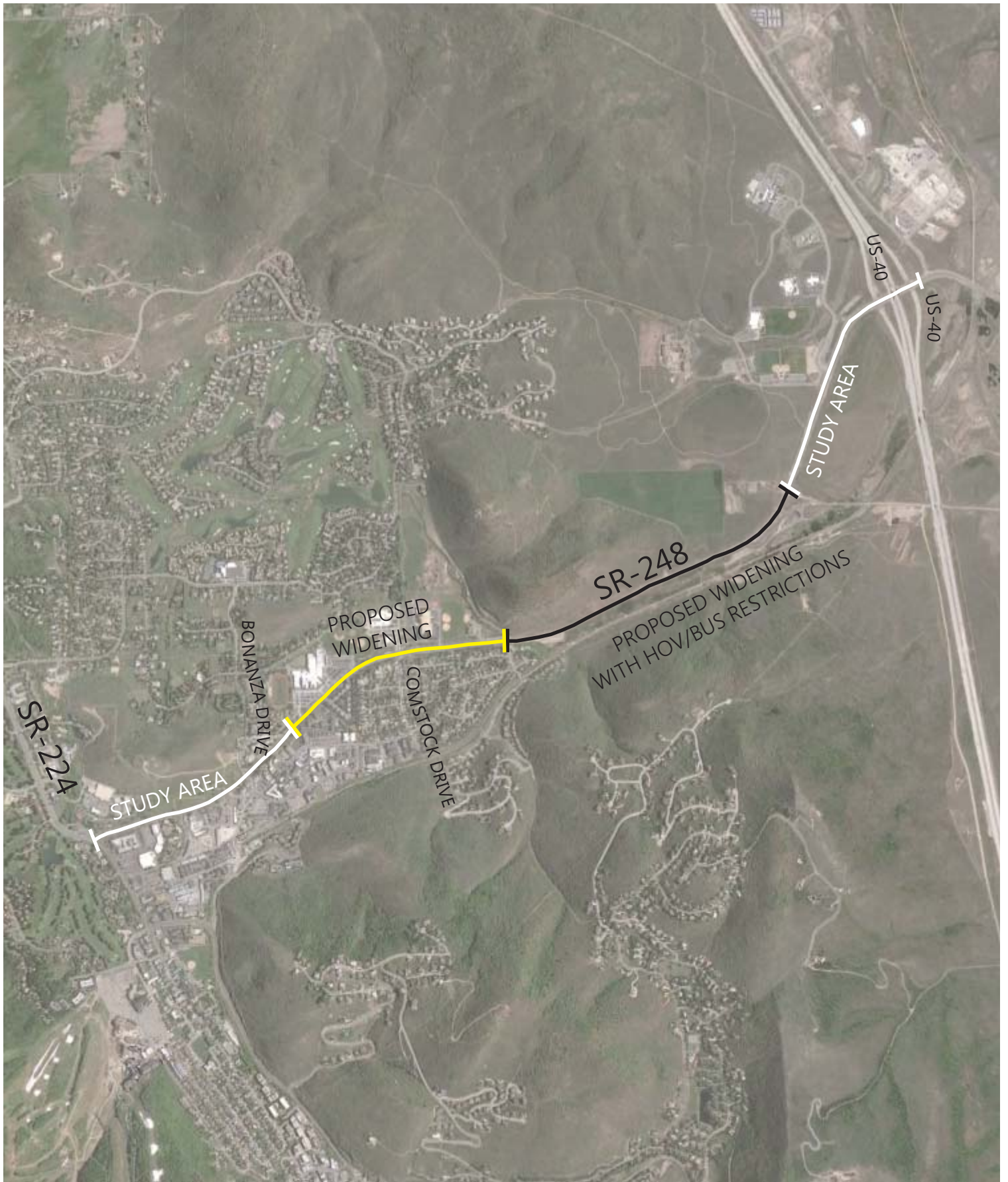
Background

The study area consists of SR-248 from the intersection at SR-224 to the interchange at US-40 as shown in Figure 1. SR-248 currently serves between 15,000 and 18,000 vehicle trips per day (*Traffic on Utah Highways*, UDOT 2014) and serves as one of the primary access points to downtown Park City for traffic from US-40 and beyond. There is a substantial directional split to traffic during the peak periods. During the AM peak the directional split is approximately 70% WB / 30% EB. This split reverses in the PM peak period. Several Park City schools and associated administrative and sports facilities are located on the north side of SR-248 between Bonanza Drive and Comstock Drive. There is consistent traffic congestion in this area during school loading and un-loading periods. The City and Park City School District are currently working cooperatively to develop potential modifications to accesses as part of a separate effort that could help to reduce this congestion and improve safety. These improvements were not analyzed as part of this study, however any reduction or consolidation of access on SR-248 would be beneficial to overall mobility along the corridor.

The SR-248 corridor has been previously studied in 2007 and again in 2009. The 2009 study identified a number of potential alternatives to meet the transportation needs of this corridor including:

1. Full widening of SR-248 to have a consistent two travel lanes in each direction and a center turn lane from SR-224 to US-40.
2. Constructing a reversible lane from Wyatt Earp Way to Richardson Flats. The reversible lane would fit within the existing right-of-way (ROW), but would require the installation of traffic control gantries.
3. Either of the above two options with the extra lane functioning as a HOV/Bus lane during peak periods.

The preferred alternative identified in the study was to complete the full widening with the HOV/Bus restrictions in place.



Not to Scale

The purpose of this current effort is to revisit the analysis that was previously performed to confirm that the preferred alternative is still a viable option given any changes in traffic volumes since the previous studies were completed.

Existing Conditions Analysis

To update the traffic operations analysis, new turning movement counts (as shown on figure 2) were collected on March 18, 2015 at the following locations:

- SR-248 / SR-224
- SR-248 / Bonanza Drive
- SR-248 / Comstock
- SR-248 / US-40

These four intersections represent the study intersections for this analysis. The intersection of Round Valley Drive is represented in the model to reproduce platooning on SR-248. The volumes in the model at that location are based on previous data collection and modeling efforts that have been completed by Fehr & Peers. No metrics will be reported for that intersection.

An updated traffic simulation model was prepared using the micro-simulation software VISSIM. The model was calibrated and validated to the observed volumes, queue lengths and travel time from SR-224 to US-40.

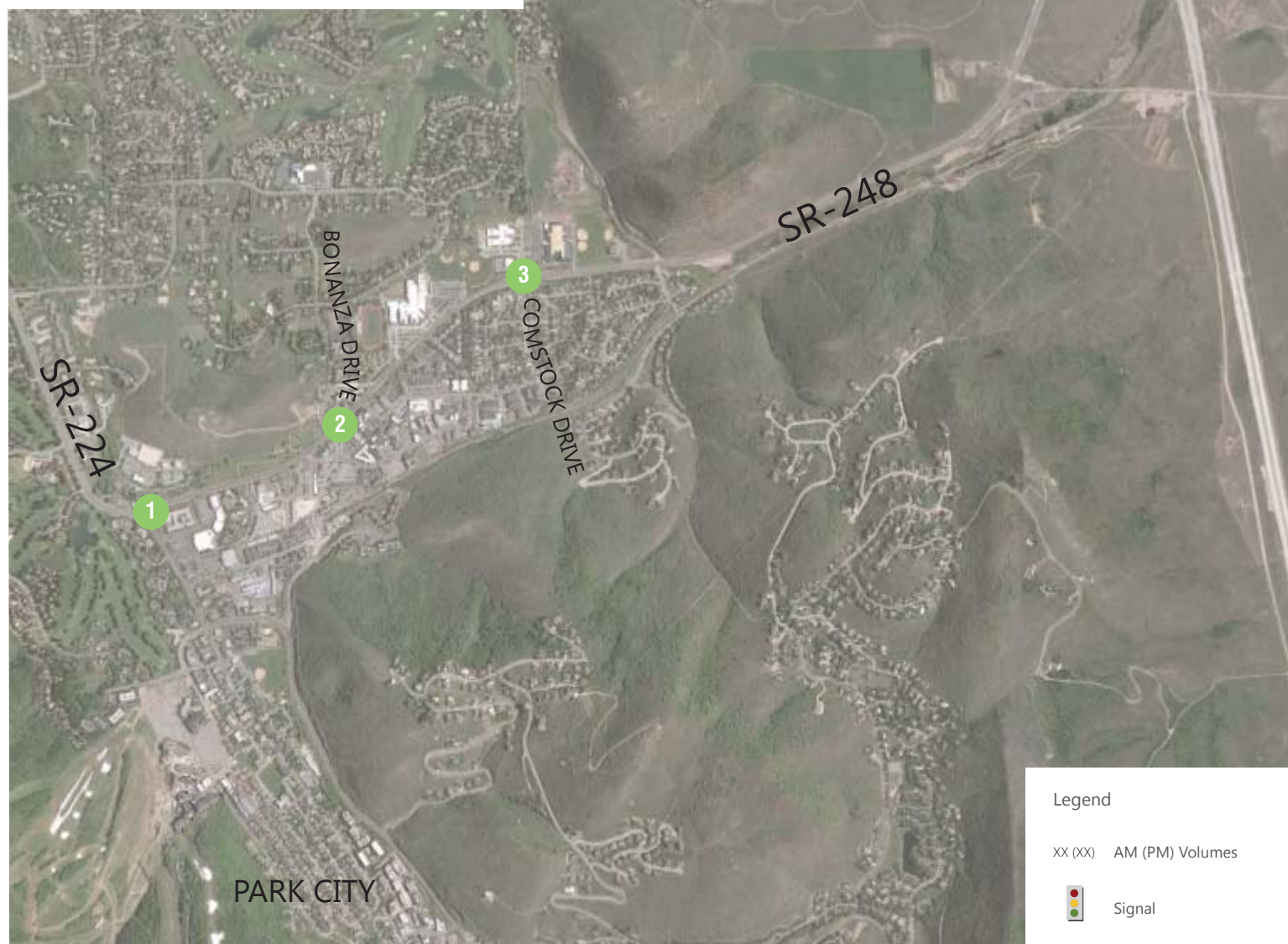
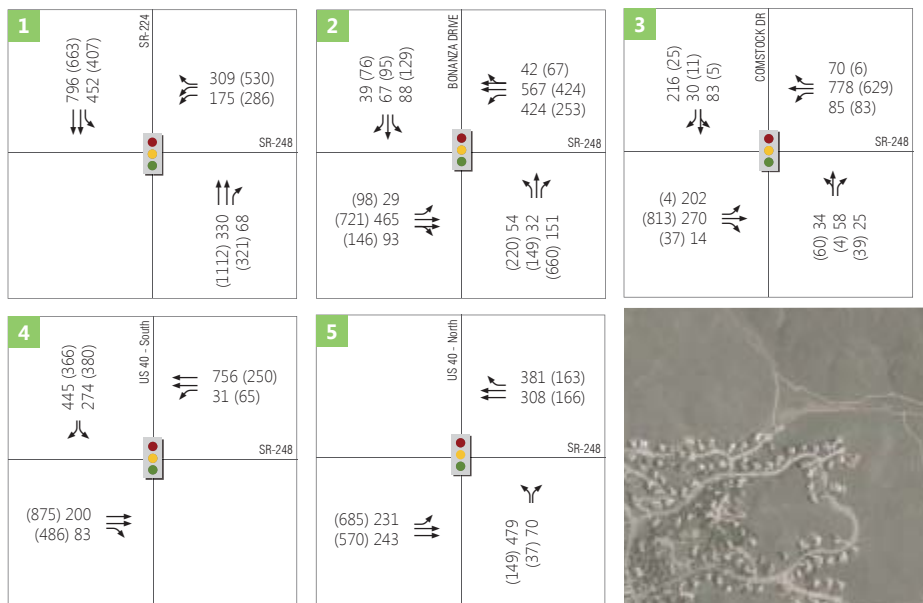
Upon completion of the updated existing conditions model, the four build alternatives (Full widen, reversible, with and without HOV) were then analyzed for the AM and PM peak hours under 2015 traffic volume conditions. The updated 2015 results are shown in Tables 1 through 4 below.

Table 1. 2015 AM Peak Hour Delay (seconds) and Level of Service (LOS)

Intersection	Existing		Reversible		Reversible HOV		Full Widen		Full Widen HOV	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 SR-224/SR-248 Monitor Drive-Bonanza	11	B	11	B	10	B	10	B	10	B
2 Drive/SR-248	28	C	28	C	29	C	29	C	25	C
3 Comstock Drive/SR-248	30	C	30	C	17	B	16	B	17	B
4 US-40 SB Ramp/SR-248	15	B	15	B	16	B	16	B	16	B
5 US-40 NB Ramp/SR-248	20	C	20	C	19	c	19	C	19	C

Table 4. 2015 AM Peak Hour Travel Time (minutes)

Travel Time (min)	Existing	Reversible	Reversible HOV	Full Widen	Full Widen HOV
1 EB SR-248 (US 40 to SR-224)	5	5	5	5	5
2 WB SR-248 (SR-224 to US 40)	6	6	6	6	6



Not to Scale

Table 3. 2015 PM Peak Hour Delay (seconds) and LOS

Intersection	Existing		Reversible		Reversible HOV		Full Widen		Full Widen HOV	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 SR-224/SR-248 Monitor Drive-Bonanza	40	D	37	D	38	D	38	D	42	D
2 Drive/SR-248	77	E/F	80+	E/F	80+	E/F	80+	E/F	80+	E/F
3 Comstock Drive/SR-248	13	B	11	B	11	B	10	B	10	B
4 US-40 SB Ramp/SR-248	37	D	37	D	41	D	32	C	39	D
5 US-40 NB Ramp/SR-248	13	B	13	B	12	B	13	B	13	B

Table 4. 2015 PM Peak Hour Travel Time (minutes)

Travel Time (min)	Existing	Reversible	Reversible HOV	Full Widen	Full Widen HOV
1 EB SR-248 (US 40 to SR-224)	6	6	6	5	6
2 WB SR-248 (SR-224 to US 40)	6	6	6	6	6

As shown in tables 1 through 4, the existing traffic conditions on SR-248 operate generally within an acceptable range of delay/LOS (LOS D or better) with the exception of the SR-248/Bonanza Drive intersection during the PM peak hour. At this location the volume of northbound to eastbound right turning vehicles is high, as well as the eastbound through movement on SR-248 (both movements headed from Park City to US-40). The volumes for these two movements are the main contributing factors to the LOS E/F during this peak hour. The threshold between LOS E and F is defined as a delay of greater than 80 seconds, since each scenario produced results close to 80 seconds of delay, they are reported as being right on the LOS E/F threshold. Traffic conditions at the LOS E/F threshold tend to be very volatile, so differences in delay at this location under the various scenarios is attributable to the random nature of the simulation model.

An intersection modification has been proposed for the intersection at SR-248/Bonanza to mitigate the LOS E/F conditions. The modification would be to:

- Convert the northbound right turn to a free right, making one of the existing eastbound exit lanes from Bonanza the receiving lane for the free right.
- Dropping an eastbound through lane to free up an exit lane as described above.

A cursory analysis of the turning movement volumes at this location indicated that this could result in an overall benefit to the operations at Bonanza/SR-248 and to the SR-248 corridor as a whole since this movement acts as a chokepoint for vehicles accessing SR-248. Further analysis is recommended to evaluate the concept, as the cursory analysis conducted as part of this effort is of inadequate detail for decision making.

The build scenarios generally don't show significant difference from the existing conditions scenario for 2015 conditions. This is due to lack of existing congestion in the area that would be widened.

2040 Conditions Analysis

Upon completion of the updated existing conditions model, the four build alternatives (Full widen, reversible, with and without HOV) were then analyzed for the AM and PM peak hours under 2040 traffic volume conditions (shown on Figure 3).

Proposed growth rates for the 2040 analysis were developed based on the WFRC/MAG travel demand model prepared for the Mountain Accord project and consist of the following:

- 2.8% annual growth for SR-248 west of Wyatt Earp and for N/S on SR-224
- 4.0% annual growth for SR-248 east of Wyatt Earp and for N/S on US-40
- 0.5% annual growth for all other side street approaches to SR-248

The 2040 results are shown in Tables 5 through 8 below.

Table 5. 2040 AM Peak Hour Delay (seconds) and Level of Service (LOS)

Intersection	Future		Reversible		Reversible HOV		Full Widen		Full Widen HOV	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 SR-224/SR-248 Monitor Drive-Bonanza	79	E/F	80+	E/F	80	E/F	80+	E/F	76	E/F
2 Drive/SR-248	25	C	28	C	29	C	28	C	26	C
3 Comstock Drive/SR-248	28	C	18	B	17	B	19	B	17	B
4 US-40 SB Ramp/SR-248	100+	F	100+	F	100+	F	98	F	100+	F
5 US-40 NB Ramp/SR-248	100+	F	100+	F	100+	F	100+	F	100+	F

Table 6. 2040 AM Peak Hour Travel Time (minutes)

Travel Time (min)	Future	Reversible	Reversible HOV	Full Widen	Full Widen HOV
1 EB SR-248 (US 40 to SR-224)	5	5	5	5	5
2 WB SR-248 (SR-224 to US 40)	6	6	6	6	6

Table 7. 2040 PM Peak Hour Delay (seconds) and LOS

Intersection	Future		Reversible		Reversible HOV		Full Widen		Full Widen HOV	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 SR-224/SR-248 Monitor Drive-Bonanza	120+	F	120+	F	120+	F	120+	F	120+	F
2 Drive/SR-248	80+	F	80+	F	80+	F	80+	F	80+	F
3 Comstock Drive/SR-248	14	B	11	B	11	B	11	B	10	B
4 US-40 SB Ramp/SR-248	80+	F	80+	F	80+	F	80+	F	80+	F
5 US-40 NB Ramp/SR-248	64	E	68	E	69	E	65	E	67	E

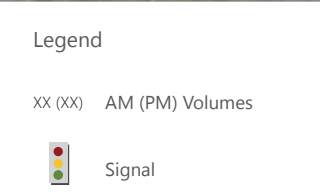
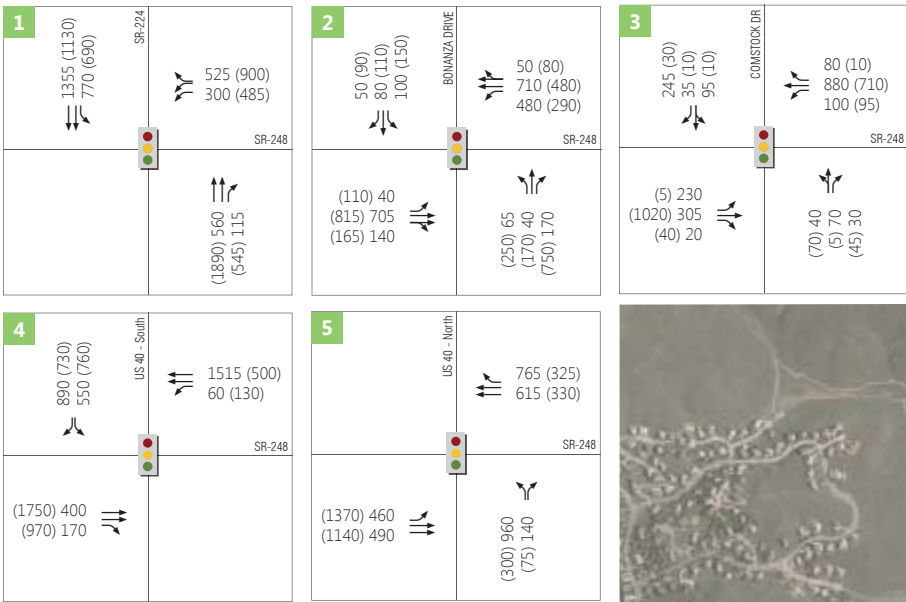


Table 8. 2040 PM Peak Hour Travel Time (minutes)

Travel Time (min)	Future	Reversible	Reversible HOV	Full Widen	Full Widen HOV
1 EB SR-248 (US 40 to SR-224)	6	6	6	6	6
2 WB SR-248 (SR-224 to US 40)	7	7	7	7	7

As shown in tables 5 through 8 the future (2040) traffic conditions on SR-248 operate generally over capacity (LOS E or worse) with the exceptions of the SR-248/Bonanza Drive intersection during the AM peak hour and the SR-248 Comstock Drive intersection during both AM and PM peak hours. The reason for this result is that volume demands are bottlenecked at the SR-224/SR-248 and US-40/SR-248 intersections. The turning movements originating from SR-224 and US-40 keep most of the traffic demand from flowing into SR-248. Once operations at these external nodes break down, traffic entering SR-248 is metered, and only 60% of the 2040 calculated demand is able to reach the Bonanza/SR-248 and Comstock/SR-248 intersections. UDOT currently does not have any plans or projects that address the conjection at US-40/SR-248.

There is no significant difference between the no-build and the build scenarios. This is largely due to the same phenomena: traffic is externally constrained. Congestion within the model is focused around the external nodes and is unable to build in the center of the corridor, where the proposed projects are located. No significant traffic benefit is expected as a result of constructing any of these options without improving the capacity of the system entering SR-248.

If capacity improvements were made at the SR-224/SR-248, Bonanza/SR-248 and US-40/SR-248 intersections, delay at Comstock and Bonanza would be expected to increase. It would also be expected that congestion within the project area would also increase. The unconstrained 2040 demand volumes are projected to be high enough to justify the widening, if the external constraints were improved. Under those conditions, the project scenarios would likely have a travel time benefit over the no-project scenarios.

For the SR-224/SR-248 intersection, a previous study recommended construction of a multi-lane roundabout. This capacity improvement could relieve this bottleneck, and reduce metering onto SR-248.

For the Bonanza/SR-248 intersection, adding a free-right turn either by eliminating an EB through lane or acquiring ROW on the SE corner of the intersection would help relieving this bottleneck, thereby reducing this metering effect onto SR-248. Further analysis of this concept is recommended.

For the US-40/SR-248 interchange, further analysis of interchange modifications is also recommended. Some preliminary ideas include modifying the interchange to a higher capacity configuration (SPUI, DDI, etc..) or to add a second SBR and/or a second EBL lane. These concepts have not been evaluated or programmed by UDOT.

Conclusions and Recommendations

The existing traffic conditions on SR-248 operate generally within an acceptable range of delay/LOS (LOS D or better) with the exception of the Bonanza Drive intersection during the PM peak hour. At this location the volume of northbound to eastbound right turning vehicles is high, as well as the eastbound through movement on SR-248 (both movements headed from Park City to US-40). The volumes for these two movements are the main contributing factors to the LOS E/F during this peak hour.

The future scenarios show a significant worsening compared to the existing conditions scenarios, especially at the SR-224/SR-248 and US-40/SR-248 intersections. Other locations within the model actually show improvement due to the metering effect of these intersections failing. If capacity improvements are made at these two locations, it would be anticipated that the delay at Comstock and Bonanza would increase, as well as congestion throughout the SR-248 corridor.

There are a number of reasons why the proposed project will provide public benefit including:

- If the new lane is a HOV/Bus facility, it would enhance bus service visibility and reliability to the park-and-ride lot at Richardson Flats, encouraging a mode shift from SOV trips. This in turn has the potential to reduce the demand at the congested intersections at SR-224/SR-248, Bonanza Drive/ SR-248 and US-40/SR-248. This reduction in demand could delay the need to make capacity improvements at these locations.
- When the external constraints at SR-224, Bonanza, and/or US 40 are removed, the projected demand will need the extra lane in this area to operate efficiently.
- Construction of these additional lanes as HOV/Bus facility is consistent with local plans and policies that discourage road widening or the addition of significant increases in lane mileage for Single Occupancy Vehicles (SOV).
- Construction of these lanes will also provide a consistent cross-section (in terms of number of travel lanes) from US-40 to SR-224. This is a desirable outcome as it reduces conflicts where the current lane drops exist.

Fehr & Peers recommends that the proposed widening be completed, and as part of that widening project, additional analysis is needed as follows:

1. Further evaluate the proposed intersection modification concept at Bonanza Drive,
2. Identify potential capacity improvements at the US-40/SR-248 and SR-224/SR-248 intersections,
3. Quantify the benefits of these alternatives if those capacity improvements were completed
4. Access removal or consolidation at the school would benefit overall mobility on SR-248, and should be evaluated further.

EXECUTIVE SUMMARY

Project Description

Park City, in partnership with UDOT, is contracting with Lochner to conduct an Environmental Assessment (EA) to evaluate the long term transportation needs on SR-248 between SR-224 and US-40, not including the Interchange Project, and identify/refine solutions to address those needs.

Project Assumptions

Assumptions include:

- The project area includes SR-248 from US-40 on the east to SR-224 on the west but does not include the US 40 Interchange.
- The traffic analysis will rely on several resources and tools: the Mountain Accord Travel Model, the Summit County Travel Demand Model, UDOT data, Park City's electronic traffic data (i.e. Blynscsy), Park City Transit route and ridership data, and a multi-modal traffic operations model (2011 VISSIM). The design year is 2040 which is based adopted UDOT LRTP.
- Up to eight conceptual alternatives for screening.
- Up to two build alternatives evaluate in detail.
- LiDAR survey will be provided with supplemental as necessary.
- Existing right-of-way from Summit County GIS will be imported into design mapping.
- Property ownership will be pulled from Summit County GIS.
- EA will be processed under the 23 USC 327 MOU between FHWA and UDOT regarding National Environmental Policy Act (NEPA) Assignment for EAs and EISs (January 2017).
- EA will be prepared according to the UDOT Environmental Process Manual of Instruction (March 2017) and UDOT Environmental Document (EA/EIS) Process (March 2017).
- Individual Section 4(f) Evaluation not needed, assume Section 4(f) resources are present, but impacts will be *de minimis*.
- Review times for milestone reviews will be as follows:
 - Chapter 1: 2 weeks
 - Chapter 2: 2 weeks
 - Tech memos: 2 weeks
 - Draft EA: 4 weeks
- Lochner will provide Park City and UDOT preliminary information (rough description of alternatives and associated costs) by mid December 2017/early January 2018.
- All invoicing will be through Park City. UDOT's ePM/PMO system will not be used.
- Conceptual Alternatives (assume 8) evaluated with respect to purpose and need. Geometric layout will not be developed. Previous corridor study typical sections will be utilized for mainline concept. Minor modifications are anticipated. Intersection

conceptual alternatives will be schematics for major intersections (SR-224, Bonanza, Comstock, Wyatt Earp).

- Conceptual Alternative Screening criteria will be based on project specific purpose and need (based on traffic operation), and will not include costs or impacts (to natural, cultural, visual or community resources). Alternatives that meet the purpose and need and pass through screening are referred to as “build alternatives” and will be evaluated in detail in the EA. Alternatives that do not meet the purpose and need will be screened out and eliminated from further consideration.
- Build Alternative (assume 2) evaluated sufficiently to identify impacts and select the preferred alternative. Build alternatives will be modeled in Microstation/InRoads to determine preliminary impacts. Preliminary horizontal layout will assume one mainline alignment with multiple options for lane usage, and vertical alignment will match existing profile), and two intersection options at SR-224 and Bonanza Drive (traditional/signalized and roundabout).

Phasing

The project will be completed in 2 phases.

Phase 1 activities include:

- 03E Project Management
- 05E Develop Public Involvement Plan
- 07E Implement Public Involvement Plan
- 13E Conduct NEPA Scoping
- 17E Define Purpose and Need
- 18E Obtain Mapping and/or Photography (Aerial)
- 19E Identification and Initial Development of Alternatives
- 21E Identify Affected Environmental Resources
- 55E Maintain Project File

Phase 2 activities include:

- 03E Project Management
- 07E Implement Public Involvement Plan
- 19E Identification and Initial Development of Alternatives
- 23E Determine Impacts and Analyze Alternatives
- 29E Prepare Draft Environmental Document
- 31E Review Draft Document
- 35E Revise and Release Draft Document
- 39E Complete Public Comment Period
- 41E Compile, Evaluate, and Respond to Public and Agency Comments
- 43E Prepare Final Environmental Document/FONSI
- 45E Review Final Environmental Document/FONSI

- 49E Revise and Release Final Document/FONSI
- 55E Maintain Project File

Fee Type

The fee type will be cost plus fixed fee. The fixed fee will be 11.25%.

Schedule

The schedule will be 15.5 months.

- Phase 1 will last approximately 5.5 months.
- Phase 2 will last approximately 10 months.

Team Members

Sub-consultants to Lochner and their responsibilities include:

- Fehr and Peers (F&P): Traffic.
- RSG: Travel demand forecast modeling.
- Meridian Engineering: Survey and right-of-way.
- SWCA: Natural resources and cultural resources.
- Penna Powers (PP): Public involvement.
- Avenue: Visualization.
- Kleinfelder: Geotechnical.
- CRSA: Landscape architecture

This scope of work is a complete scope of work covering activities and tasks for all team members. Lochner will lead activities and tasks listed below, unless sub consultants is specified as the lead.

Meetings

Regularly scheduled meetings will be included/invoiced in the project management task (03E). Milestone meetings will be held in person at Park City offices or similar facility. Other project meetings will utilize video, teleconferencing, and/or WebEx meetings to reduce travel time and expenses.

Regularly Scheduled Meetings

There will be four categories of regularly scheduled meetings as described below. Meetings will be prescheduled. However, project leadership from Lochner, Park City, and UDOT will determine if the meetings are necessary:

- **Management meetings**: bi-weekly teleconference meetings with Alfred, Steve, and HG. These meetings will be included in Activity 03E Project Management. These will be held on the off week of the Project Team meetings.
- **Project team meetings**: twice monthly meetings with leads from Park City, UDOT, and Lochner team discipline leads: Project Manager (HG), Environmental (Andrea), Design

(Gene), Traffic (Jon), and Public Involvement (Tiffany). These meetings will be included in activities that are currently in progress as outlined in Table 1.

- Internal team meetings: twice monthly meetings with Lochner team discipline leads: Project Manager, Environmental, Design, Traffic, and Public Involvement and sub-consultants. The purpose of these meetings will be to coordinate team activities and tasks. These meetings will be included in activities that are currently in progress as outlined in Table 1.
- Internal Lochner only meetings: twice monthly with Lochner only (no sub-consultants). These meetings will be included in activities that are currently in progress as outlined in Table 1.

Table 1: Number of Meetings Assumed

Activity	Duration (months)	Management Meeting (Activity 03E)	Project Team	Internal Team	Internal Lochner only
Phase 1					
Phase I – 5.5 months	5.5	12	11	11	11
Phase II – 10 Months	10	21	19	19	19
PROJECT TOTAL					
	15	33	30	30	30

Milestone meetings

Meetings will be held at the milestones listed below. Additional meetings, including public meetings, stakeholder working group meetings, planning commission and city council, will be held in conjunction with these milestone meetings. All meetings will be included in Task 07E, Implement Public Involvement Plan

- Kickoff
- Purpose and Need Workshop
- Alternative Development Workshop
- Alternative Screening Risk Workshop
- Preferred Alternative selection
- Draft EA review/comment

Scoping Meetings

Public and agency scoping meetings are included in Activity 13E.

PHASE 1 – DETAILED SCOPE OF WORK

03E Project Management

The purpose of this activity is to provide overall direction and control for the project. The Lochner Project Manager will be responsible for overall team coordination, allocation and balancing of resources, project reporting including schedule updates, budget progress reporting, and overall performance of the project. Lochner Project Manager will review project status with Park City and UDOT on a weekly basis in Project Management meetings. The tasks undertaken for this activity will include the following:

- Preparation of a quality control plan and quality assurance compliance procedures.
- Administration of project costs and schedule control.
- Contract compliance activities.
- Preparation of monthly progress reports describing work completed for the month and any anticipated cost and/or schedule issues. Project progress will be agenda items for weekly leadership meetings.
- Coordination of sub-consultants.
- Management of project resources and deliverables.
- Invoice review and preparation consistent with UDOT billing standards.
- Management meetings: weekly teleconference meetings with Alfred, Steve, and HG including advance agenda and meeting notes within 3 days following meeting.

Assumptions

- A project schedule of 15 months from notice to proceed; the Phase 1 schedule is 5.5 months.
- Activity 3E will be used primarily by the Lochner Project Manager for oversight for team resources, schedule, and budget.

Deliverables

- Meeting minutes from weekly team coordination meetings
- Monthly progress reports.
- Monthly invoices.
- Monthly updated schedule and cost controls.
- Quality control plan.

05E Develop Public Involvement Plan:

- The purpose of this activity is to develop a public involvement plan for the project to establish a process for interested stakeholders to provide input to the decision-making process and receive project information. Lochner will develop the plan through coordination with Park City PIO (Linda Jager), the UDOT Project Manager, Region 2 Communications Manager (RCM), and PP. The plan will include the following:
 - Schedule of public involvement activities.
 - List of identified stakeholders.

- Outline of methods that will be used to inform and involve stakeholders including elected officials, property owners, agencies, Park City, businesses, residents, developers, and the surrounding communities.
 - Media outreach plan.
- In addition to the public involvement plan, the Lochner team will:
 - (Lochner) Establish lines of communication between the Lochner Team, UDOT, and Park City.
 - (PP) Develop project branding for the project using UDOT's brand extension guidelines.
 - (Lochner) Establish the project stakeholder database and communication log
 - (PP) Develop a project website.
 - (Lochner) Establish a project hotline and email address.
 - (Lochner, PP) Identify stakeholder working group members and identify methods and schedule for meetings. Basis for the working group will be the TMA. Individuals invited to participate will be vetted by Park City. Lochner will coordinate meeting agenda and messaging with Park City.

Assumptions

The Lochner Team will schedule and conduct a public involvement meeting with the Park City and UDOT Project Managers, Park City PIO, and Region 2 RCM regarding the format of the plan and public outreach strategies to be used. The plan will be updated as necessary as the project continues. The plan will be approved by Park City and UDOT before it is implemented. The plan will address stakeholder working group meetings, media relations, public meetings, quarterly reports, and documentation of all public involvement activities to be included in the administrative record.

Deliverables

- Draft and final public involvement plan.
- Project materials associated with branding.

07E Implement Public Involvement Plan

The purpose of this activity is to implement the public involvement plan developed in Activity 05E, and revise the plan as necessary. This task will take place in both Phase 1 and Phase 2.

During this time the following activities will take place:

- (Lochner, PP) Organize and meet with stakeholder working group.
- (Lochner, PP) Presentations to elected officials and key stakeholders.
- (Lochner, PP) Develop outreach materials.
 - Project e-newsletters (assume newsletters will be sent quarterly): development, and distribution.

- Project newspaper advertisements and legal notices: development and placement in the Park Record announcing the study and advertising the scoping meeting as required.
 - Project press releases (as necessary).
- (Lochner) Stakeholder communication.
 - All communication will be documented in the project communication log and administrative record.
 - The log will be provided in quarterly public involvement reports.
 - Coordination with property owners regarding survey and resource data collection (right-of-entry letters), if necessary
 - Lochner will respond to and document all comments, questions, and concerns received through phone, email, online comment form, or mail as part of the administrative record.
- Where necessary, Lochner will assist Park City/UDOT in addressing comments and catalogue all comments received via social media.

Assumptions

- Two stakeholder working group meetings (additional meetings included in Phase 2).
- Two City Council meetings and one Planning Commission meeting.
- Quarterly updates to Park City and Region 2 RCM.
- Website development.
- Public scoping meeting is included in Activity 13E.
- Public hearing is included in Activity 39E.

Deliverables

- Public Involvement outreach materials (e-newsletter, website, branding, etc.).
- Stakeholder working group meeting minutes.
- Two e-newsletters.
- One press release.
- Website content.

13E Conduct NEPA Scoping

The purpose of this activity is to conduct NEPA scoping.

13E-1 Agency Scoping Letters

- Lochner will identify and consult with agencies with jurisdiction over the project (including but not limited to the Environmental Protection Agency [EPA], Utah Division of Wildlife Resources, Utah State Historic Preservation Office [SHPO], U.S. Army Corps of Engineers [USACE], Water Districts, and U.S. Fish and Wildlife Service [USFWS]).
- Scoping letters will be developed and reviewed by Park City and UDOT prior to distribution.
- Letters will be distributed to agencies and other interested parties. Letters will include applicable information about the project and other pertinent information specific to the

jurisdiction of the agency. An offer to hold an agency consultation meeting will be included in the letter.

- Project study area maps will be developed.
- Notices will be sent to the Resource Development Coordination Committee and other relevant agencies regarding the project, requesting input on potential issues and alternatives, and inviting them to the agency scoping meeting.
- SWCA will provide technical support for scoping meetings.

Assumptions

- Section 6002 environmental review process does not apply.
- UDOT will prepare Native American Consultation letters, if necessary.
- No agency coordination plan required.
- Distribution of up to 12 scoping letters to agencies.
- Development of up to 2 maps based on resources and agency recipients (e.g., showing study area and known resources).
- Up to two rounds of review by Park City and UDOT for scoping letters.

Deliverables

- Agency scoping letters.
- Invitation letters for cooperating and participating agencies.
- NEPA scoping summary.
- Map of project area and applicable resources, and the study area limits.

13E-2 Scoping Meetings

- One (1) agency consultation meeting to introduce the project and gather information on resources and solicit concerns.
- One (1) public scoping meeting to introduce project; gather information from the community on needs, transportation and community priorities; and solicit input and comments.
 - (Lochner) Organize and hold public scoping meeting.
 - Find and pay for facility for meeting.
 - (Lochner, PP) Develop materials for scoping meeting.
 - Up to ten display boards.
 - Comment cards.
 - Fact sheets.
 - Sign in sheets, name tags.
- Comments will be collected and placed in the project database. A comment summary will be prepared by Lochner.
- Prepare presentation materials, including conceptual alternatives, identified needs, resource areas, and the proposed study area.
- Prepare NEPA scoping summary.
- Provide quality assurance on presentation materials and scoping summary.

Assumptions

- Up to 10 display boards for public scoping meeting.
- Lochner will provide location, logistics, and all printed and electronic materials.
- Advertisement of scoping meeting will be included in project newsletter, newspaper advertisement, and press release included in Task 07E.
- One round of review by Park City and UDOT for scoping report.

Deliverables

- Public and agency scoping meeting materials in electronic format.
- Comment summary provided for inclusion in scoping report.
- Meeting notes.
- Draft and Final Scoping Summary.

17E Define Project's Draft Purpose and Need

The purpose of this activity is to analyze existing conditions, define the purpose and need, and prepare draft Chapter 1. Tasks include the following:

- (Lochner) Analyze existing infrastructure conditions (identify substandard locations and deficiencies in the system that may contribute to safety problems), including:
 - Establish design criteria.
 - Conduct geometric review, including all UDOT and FHWA Design Elements, identify design deficiencies.
 - Obtain pavement condition from UDOT.
 - Prepare existing conditions memo to document findings.
- F&P will use the current land use inputs from the recently completed Summit County model to incorporate into the larger "Accord" model, which includes the entire Wasatch Front as well and connections to the Heber Valley.
 - Provide refined model to City/UDOT for their review and participate in one review meeting with each agency.
- Travel Demand Model Scenarios. F&P will create forecast average weekday daily person trips for the following scenarios:
 - Existing Conditions (using 2015 base year model).
 - Future (2040) No-Build of SR-248 corridor (includes all other LRP projects). The future (2040) model will be disaggregated to include the following:
 - Trips by segment (school trips, work trips, recreation trips, etc.).
 - Origin/destination.
- F&P will prepare a technical memo documenting our assumptions (including land use assumptions), model refinements (if any), methodologies, and forecast results of the future (2040) no build analysis. The memo will also include exhibits as necessary to support the documentation.
- (F&P) Develop baseline of current transportation system (existing conditions):

- Coordinate with UDOT and Park City to define a baseline transportation system. This includes the analysis of baseline transportation system performance metrics along SR-248:
 - Traffic: volumes and intersection and access drives Levels of Service.
 - Transit: ridership by route, transit infrastructure.
 - Active Transportation: rail trail usage, bike lane usage, pedestrian volumes along pathways and at intersections.
 - Safety: F&P will obtain crash data from UDOT, and possibly Park City, to identify high crash locations along the corridor.
 - Data collection:
 - F&P will collect peak turning movement counts at signalized intersections (assume six) and up to two other non-signalized intersections for calibration. The turning movement counts will be collected two times: once in summer 2017, and once during winter ski season.
 - F&P will collect, from Park City staff, transit ridership along the corridor and at stops within the corridor.
 - F&P will collect, from Park City staff, active transportation usage, if available.
 - F&P will collect historic traffic data to develop seasonal adjustment factors.
- (F&P) Prepare future conditions.
 - F&P will develop year 2040 total person trip demand.
 - F&P will develop a 2040 “No-Build” conditions scenario that will use forecasts outlined above with the existing network. This will include analysis using VISSIM platform.
 - Prepare traffic and safety technical report for current and future conditions
- (F&P) Conduct an independent QC of forecast traffic volumes, person trip demand, and ridership.
- (Kleinfelder) Desktop geologic evaluation. Assess the geologic conditions along the proposed project alignment including the existing cut slope by performing a literature and aerial photograph review of the alignment. Kleinfelder will use published information in conjunction with available information from previous geotechnical investigations that have been completed in the area.
- (Kleinfelder) Preliminary Geotechnical Assessment. A preliminary geotechnical and geologic assessment of the proposed alignment with emphasis on the existing cut slope will be conducted by a team of experienced engineering geologists. During the site reconnaissance, condition of the existing cut slope will be observed and the effectiveness of existing slope stabilization methods will be observed. Pavement conditions and proposed pavement section will be provided by UDOT.

- (Kleinfelder) Preliminary Geotechnical Report. Upon conclusion of the desktop review and preliminary geotechnical and geologic field assessment, we will summarize our work in a preliminary geotechnical assessment report. This report will summarize and document the tasks completed and provide preliminary geotechnical recommendations and slope stabilization options, as appropriate. Deliverables will include a preliminary Technical Memorandum describing the results of our desktop evaluation and preliminary geologic, as well as identifying potential geotechnical issues that may need to be addressed during design and construction.
- (CobbFendley) is responsible for subsurface utility engineering (SUE) services and utility coordination tasks including:
 - Contact 3rd party utility owners along the corridor.
 - SUE Level D for above ground utilities (utilities are plotted from review of available existing records and field checks are made).
 - Create Exutil MicroStation file.
- (Lochner) Prepare draft Chapter 1 including:
 - Description of proposed action and background.
 - Logical termini and independent utility.
 - Need.
 - Purpose.
 - Perform QC/QA on draft Chapter 1.
 - Submit Chapter 1 to Park City and UDOT for review.
 - Revise Chapter 1 and respond to comments using comment/response matrix.

Assumptions

- Up to two (2) rounds of review (comment, revisions) for traffic and safety technical report by Park City and UDOT.
- F&P will coordinate all transportation-related tasks with team, including sub-consultant(s).
- Traffic analysis will be based on typical peak season conditions (not special event traffic). Seasonal adjustment factors from the ATR will be used to normalize numbers. Team will work with City to determine if design will be for peak events, like ski let out or other events.
- Draft Chapter 1: Purpose and Need will be distributed electronically.
- One (1) round of review (comment, revisions) for draft Chapter 1; review with Park City and UDOT will be concurrent; review period will be two (2) weeks.
- SUE Level D: record research and identification of above ground appurtenances (assume 145,000 feet).

Deliverables

- (F&P) Draft and final traffic and safety technical report (existing and future) with associated graphics, tables, and appendices.
- (Kleinfelder) Draft and final geotechnical report.

- (Lochner) Existing Conditions Report.
- (Lochner) Draft and final Chapter 1.

18E Obtain Mapping and/or Photography

The purpose of this activity is to obtain the necessary base mapping and aerial photography for the project area.

Lochner is responsible for:

- Compile library of existing GIS data.

Meridian is responsible for survey tasks including:

- Coordinate with UDOT to determine base mapping needs (level of accuracy, extent, areas that need more detail- assume design level quality).
- Obtain project survey (Aerial Photogrammetric Survey, including LiDAR, supplemented and verified by ground survey check points).
- Prepare base mapping.
- Identify and map existing right-of-way lines (Accurate definition of the existing right-of-way lines will be based on control survey and filed drawings, including UDOT drawings. Adjoining property lines will be based on County GIS geometry.
- Provide property ownership with name and parcel on base map

Assumptions

- Imagery will be obtained for (SR-248 between US-40 and SR-224 in an approximate 400' width), including the rail trail.
- Survey control will be assumed for project mapping coordinates.
- State plane coordinates along longitudes and latitudes will be provided for control points, found monuments and aerial targets.
- A combined area factor and transformation formula will be calculated to convert state plane coordinates into project coordinates.
- Property information is readily available from Summit County in shape file format

Deliverables

- One-foot contours and planimetric data furnished in MicroStation V8i .dgn format at 1 inch equals 50 feet.
- DTM files consisting of break lines and mass points in ASCII and InRoads .dtm formats.
- Land owner GIS database with name and parcel number.
- Property Owners Spreadsheet with existing square footage, per Summit County taxing data.

19E Identification and Initial Development of Alternatives (Phase 1)

- The purpose of this activity is to develop a screening process and criteria, develop conceptual alternatives, and screen conceptual alternatives to determine which alternatives will be evaluated in detail, and draft Chapter 2. Phase 1 will include

development of screening criteria and conceptual alternatives, alternative screening and, and drafting most of Chapter 2. Phase 2 will include finalizing Chapter 2 with a description of the build alternatives and description of alternatives not recommended for further evaluation.

19E-1 Develop Alternative Screening Criteria

- (Lochner, F&P) Develop screening criteria and obtain Park City/UDOT approval.
- Conceptual Alternative screening is based on metrics to determine the ability to meet the purpose and need.
- (Lochner) Document screening criteria in Alternative Screening Technical memo.

Assumptions

- Two (2) rounds of screening criteria revisions based Park City/UDOT comments.

Deliverables

- Draft and final screening criteria memorandum for Park City/UDOT approval.

19E-2 Develop Conceptual Alternatives

- Develop a conceptual alternatives that meet the purpose and need. Alternatives will be developed sufficiently to evaluate performance.
- (Lochner, F&P) Develop initial list of alternatives through public and agency scoping and coordination with Park City and UDOT. Up to eight (8) conceptual alternatives which may include:
 - No-Build Alternative
 - Transit Alternative (including off-alignment (Rail Trail) transit)
 - TSM/TDM (e.g., No-build + Intersection improvements)
 - Corridor 1 (Expansion + Traditional Intersections Improvements)
 - Corridor 2 (Expansion + Non-traditional Intersections)
 - Corridor 3 (Managed Lane Expansion + Traditional Intersections Improvements)
 - Corridor 4 (Managed Lane Expansion + Non-traditional Intersections)
 - Corridor 5 (Hybrid)
- (Lochner) For all alternatives:
 - Develop preliminary typical sections.
 - Develop horizontal layout for each conceptual alternative.
 - Provide QC/QA for preliminary design.
 - Coordinate with UDOT, Park City, and internal team.
- (F&P) Modeling of corridor alternatives will include options that impact traffic volumes on SR-248 by shifting demand to high occupancy modes such as transit or ride sharing.
- (RSG) Develop and evaluate an HOV facility, using a specific function within the travel demand model.
- F&P perform forecasts of up to eight alternatives using the current Summit County travel demand model with updated parameters based on collaboration with other stakeholders such as WFRC. This will be an iterative task to develop mode split for future (2040) forecasts that are defensible, but recognize the inherent uncertainty in modeling travel

demand on modes in this corridor. This task would provide a range of forecasts based on the best available data for the Summit County supplemented with statewide or national data sources.

- (F&P) Prepare a technical memo documenting our assumptions, model refinements, methodologies, and forecast results of the future (2040) build analysis. The memo will also include exhibits as necessary to support the documentation.

Assumptions

- Up to eight (8) conceptual alternatives will be provided typical sections from previously completed reports developed by Lochner (2009 Corridor Study) and Fehr and Peers (2015 Technical Memorandum). Assume minimal changes to previous alternatives.
- No vertical alignment developed for conceptual alternatives (only for potential build alternatives that are evaluated in detail in Activity 23E).

Deliverables

- (Lochner) Preliminary conceptual alternatives (exhibits and design files)
- (F&P) Technical memorandum in electronic format.

19E-3: Screen Conceptual Alternatives

- Screen conceptual alternatives based on criteria developed in Activity 19E-1.
- Prepare Phase I screening memo documenting assumptions used for determining costs, impacts and standards used to develop Phase I conceptual alternatives.
- (F&P) Conduct transportation analyses required to fully understand and screen alternatives.
- Prepare the Alternative Screening Technical Memo documenting assumptions used for screening.
- Provide QC/QA of Alternative Screening Technical Memo.

Assumptions

- Up to two (2) rounds of review of Alternative Screening Technical Memo.

Deliverables

- Draft and Final Alternative Screening Technical Memo.

19E-4: Begin Preparation of Draft Chapter 2 (Alternatives)

- Prepare draft Chapter 2 including:
 - Alternative development process.
 - Conceptual alternatives considered.
 - Screening process, criteria, and results.
 - Alternatives evaluated in detail (Phase 2).
 - Preferred Alternative (Phase 2).
- Prepare necessary graphics and maps to support Chapter 2.
- (Lochner, F&P) Provide QC/QA of draft Chapter 2 (Phase 2).

Assumptions

- Activity 19E-4 will span Phase 1 and Phase 2.
 - Phase 1 will include drafting Chapter 2 up to and including alternative screening.

- Phase 2 will include completing Chapter 2 with description of the build alternatives and identification of the Preferred Alternative.
- Chapter 2 draft submittal and reviews are included in Phase 2.

CLIENT: Park City, Utah
Project Number: 0
Project Name: SR-248 EA
Lochner Project #: 13479

Consultant PM: HG Kunzler
Client PM: Alfred Knotts
Consultant: H. W. Lochner, Inc.

Estimate of Person Hours

TASK	TASK	NAME AND LABOR CATEGORY																			Avenue	CobbFendley	CRSA	Fehr & Peers	Kleinfelder	Meridian	PennaPowers	RSG	SWCA		HOURS	TASK			
		Andrea Clayton	Avery Woodhouse	Brian Kolbe	Chris Price	Dave Shannon	David Hansen	Gene Cline	H.G. Kunzler	Jana Miller	Jason Green	Johanna Tietze	John Martin	Justin Johnson	Justin Peterson	Laura Ingersoll	Liz Pulu	Logan Whitehead	Phil Logsdon	Rebecca Thompson													Stacey Thomas-Keller	Tiffany Carlson	
		Environmental Lead	Public Involvement Assistant	Design Engineer	Drainage Engineer	Noise Specialist	Drainage Engineer	Design Lead	Project Manager	Contract Support Specialist	EA Support	Technical Writer	GIS Specialist	GIS Analyst	EA Support	Public Involvement Coordinator	Public Involvement Assistant	Roadway Design	NEPA QC	EA Support													Project Administrator	Public Involvement Coordinator	
NO	DESCRIPTION																														PER TASK	NO			
1	03E Project Management	28	0	0	0	0	0	17	62	59	6	0	6	0	6	0	4	6	0	6	44	22		0	0	0	61	0	30	10	0	52	0	419	1
	Progress Reporting- schedule, cost controls (8hr/mo)								11	44																									
	Invoicing (2.5 hr./mo)								9	15																									
	Team meetings (assume 30)							6	16												22	11													
	Management meetings (assume 33-biweekly)							6	13																										
	Internal meetings (assume 30)							11	13		6		6		6		4	6		6	22	11													
2	05E Develop Public Involvement Plan	0	4	0	0	0	0	0	6	0	0	0	8	4	0	2	36	0	0	0	0	34		0	0	0	0	0	70	0	0	0	0	164	2
	Draft public involvement plan								1																										
	PI meetings (assume 2)								4							2	16					12													
	Develop branding, website, database/communication log																																		
	Organize working group		4						1				8	4			12					14													
																	8					8													
3	07E Implement Public Involvement Plan (phase I)	10	20	0	0	0	0	0	20	0	0	0	10	8	0	0	72	0	0	0	0	92		0	0	0	0	0	0	0	0	0	0	232	3
	Hold working group meetings (assume 2)	10	4						10				4				20					24													
	Develop city council presentations (assume 3)								10					8			8					12													
	Develop outreach materials		8										6				20					24													
	Stakeholder communication		8														24					32													
1	07E Implement Public Involvement Plan (Phase II)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	1	
4	13E Conduct NEPA Scoping	28	12	0	0	0	0	0	10	0	0	4	16	8	64	0	32	0	4	0	0	36		0	0	0	10	0	0	100	0	14	0	338	4
	13E-1 Agency Scoping Letters	4											4	8	32																				
	13E-2 Scoping Meetings																																		
	Agency Scoping Meeting (prepare, hold, document)	8							4						8																				
	Public Scoping Meeting (prepare, hold, document)	8	12						6				8	8			32					36													
	NEPA Scoping Summary	8													24				4																
5	17E Define Purpose and Need	112	0	40	24	0	0	52	4	0	0	20	48	0	16	0	0	160	12	0	0	0		0	76	0	106	68	0	0	0	0	0	738	5
	Existing conditions/safety/traffic/geotech analysis and report			40	24			40										160									68								
	Draft Chapter 1 (draft, graphics, tech edit)	80										20	40		16																				
	Internal QC/Revise Chapter 1	16						12	4										12																
	PC/UDOT Review (respond to comments/revise)	16											8																						
	Traffic analysis																																		
	Utility investigation																																		
6	18E Obtain Mapping and Photography	0	0	0	0	0	0	6	0	0	0	0	24	0	0	0	0	16	0	0	0	0		0	0	0	0	561	0	0	0	0	0	607	6
	Coordinate with subconsultant on basemapping							6					4					16																	
	Build GIS library												20																						
	Develop Base Mapping/Exsting Surface																																		
	Identify Existing ROW																																		
7	19E Identification and Initial Development of Alternatives - Phase 1	84	0	0	0	0	0	58	34	0	0	48	32	0	52	0	0	40	0	0	0	0		0	0	0	34	0	0	0	0	0	382	7	
	19E-1 Develop screening criteria	8						10	8																										
	19E-2 Develop conceptual alternatives (assumed as typical sections previously developed, and schematics of intersection concepts)							8	4									40																	
	19E-3 Screen conceptual alterantives	16						16	8																										
	Alternative screening technical memo							16	2				8			32																			
	19E-4 Draft Chapter 2 (up to and including screening)																																		
	Draft, tech edit, graphics	60						8	12				40	32		20																			
	QC/QA																																		
	Direct Labor Total Hours	262	36	40	24	0	0	133	136	59	6	72	144	20	138	2	144	222	16	6	44	184		0	76	0	211	68	591	180	0	66	0	2880	

CLIENT: Park City, Utah
 Project Number:
 Project Name: SR-248 EA
 Lochner Project #: 13479

Consultant PM: HG Kunzler
 Client PM: Alfred Knotts
 Consultant: H. W. Lochner, Inc.

LABOR

Name	Position	Hours	Actual Rate	Adjusted Rate *	Total
Andrea Clayton	Environmental Lead	262	\$ 54.70	\$ 56.90	\$ 14,907.80
Ariel Froerer	Intern, Student	0	\$ 28.00	\$ 28.84	\$ -
Avery Woodhouse	Public Involvement Assistant	36	\$ 19.00	\$ 19.40	\$ 698.40
Brian Kolbe	Design Engineer	40	\$ 45.00	\$ 48.20	\$ 1,928.00
Brian Shewell	Drainage Project Manager	0	\$ 47.81	\$ 49.24	\$ -
Chris Price	Drainage Engineer	24	\$ 46.00	\$ 47.80	\$ 1,147.20
Corin Piacenti	Project Manager	0	\$ 57.70	\$ 59.43	\$ -
Dave Shannon	Noise Specialist	0	\$ 56.46	\$ 58.15	\$ -
David Hansen	Drainage Engineer	0	\$ 45.00	\$ 47.30	\$ -
Derek Moss	Planner	0	\$ 39.00	\$ 40.17	\$ -
Elisa Albury	Sr. Planner	0	\$ 44.99	\$ 46.34	\$ -
Gabe Rizzo	Engineer, Entry Level	0	\$ 30.50	\$ 31.42	\$ -
Gene Cline	Design Lead	133	\$ 53.77	\$ 55.40	\$ 7,368.20
H.G. Kunzler	Project Manager	136	\$ 68.00	\$ 70.04	\$ 9,525.44
Jacob Newkirk	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -
Jana Miller	Contract Support Specialist	59	\$ 28.65	\$ 29.70	\$ 1,752.30
Jason Green	EA Support	6	\$ 44.95	\$ 46.50	\$ 279.00
Jeff Sims	Project Manager	0	\$ 64.50	\$ 66.44	\$ -
Jerry Amundsen	Project Manager	0	\$ 66.56	\$ 68.56	\$ -
Johanna Tietze	Technical Writer	72	\$ 23.00	\$ 28.60	\$ 2,059.20
John Martin	GIS Specialist	144	\$ 24.01	\$ 24.70	\$ 3,556.80
John Matern	Roadway Design Engineer	0	\$ 45.00	\$ 46.35	\$ -
Justin Johnson	GIS Analyst	20	\$ 29.81	\$ 30.70	\$ 614.00
Justin Peterson	EA Support	138	\$ 37.48	\$ 39.00	\$ 5,382.00
Kyle Farnsworth	Engineer, Entry Level	0	\$ 33.50	\$ 34.51	\$ -
Laura Ingersoll	Public Involvement Coordinator	2	\$ 33.66	\$ 35.00	\$ 70.00
Lauren Phillips	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -
Liz Pulu	Public Involvement Assistant	144	\$ 33.00	\$ 33.00	\$ 4,752.00
Logan Whitehead	Roadway Design	222	\$ 33.50	\$ 38.20	\$ 8,480.40
Matthew Seng	Project Engineer	0	\$ 45.21	\$ 46.57	\$ -
Nick Betts	Roadway Design Engineer	0	\$ 45.00	\$ 46.35	\$ -
Nick Hafen	Engineer, Entry Level	0	\$ 26.93	\$ 27.74	\$ -
Nicole Williams	Civil Engineer	0	\$ 47.00	\$ 48.41	\$ -
Phil Logsdon	NEPA QC	16	\$ 64.38	\$ 66.31	\$ 1,060.96
Preston Adamson	Engineer, Entry Level	0	\$ 32.50	\$ 33.48	\$ -
Rebecca Thompson	EA Support	6	\$ 40.69	\$ 41.91	\$ 251.46
Sadie Robb	Planner	0	\$ 33.20	\$ 34.20	\$ -
Santiago Loaiza	Senior Project Engineer	0	\$ 51.28	\$ 52.82	\$ -
Stacey Thomas-Keller	Project Administrator	44	\$ 23.01	\$ 23.70	\$ 1,042.80
Tiffany Carlson	Public Involvement Coordinator	184	\$ 38.47	\$ 38.47	\$ 7,078.48
Will Wright	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -

*Rate adjustment

Subtotal	1688	\$	71,954.44
Overhead		178.00%	128,078.90
Direct Labor plus Overhead			\$ 200,033.34
Fee		11.25%	22,503.75
Total Labor Cost			\$ 222,537.09

REIMBURSABLE EXPENSES

Miscellaneous	Postage, Freight, Supplies	\$	2,460.00
Travel	Mileage, Auto, Airfare, Meals, Lodging		1,284.00
Mapping/Photos/Survey	Maps, Film, Photography, Processing		-
Printing/Xerox	Copies, Printing, Plots		4,675.00
Telephone	Telephone, Fax		-
Computer	Technology Charge, Software		-
Total Reimbursable Expenses		\$	8,419.00

SUBCONTRACTORS

Meridian		\$	63,138.43
Fehr and Peers	(Phase II - \$65,839.99)	\$	67,677.76
RSG		\$	13,956.65
SWCA	(Phase I Optional: \$13,413)	\$	74,775.00
CobbFendley		\$	35,427.50
PennaPower	(Phase II- \$11,150.00)	\$	56,550.00
CRSA	(Phase II- \$13,956.65)		
Avenue	(Phase II- \$46,652.04)		
Kleinfelder		\$	7,871.00

Total Subcontractors \$ 319,396.34

TOTAL \$ 550,352.43

EXECUTIVE SUMMARY

Project Description

Park City, in partnership with UDOT, is contracting with Lochner to conduct an Environmental Assessment (EA) to evaluate the long term transportation needs on SR-248 between SR-224 and US-40, not including the Interchange Project, and identify/refine solutions to address those needs.

Project Assumptions

Assumptions include:

- The project area includes SR-248 from US-40 on the east to SR-224 on the west but does not include the US 40 Interchange.
- The traffic analysis will rely on several resources and tools: the Mountain Accord Travel Model, the Summit County Travel Demand Model, UDOT data, Park City's electronic traffic data (i.e. Blynscsy), Park City Transit route and ridership data, and a multi-modal traffic operations model (2011 VISSIM). The design year is 2040 which is based adopted UDOT LRTP.
- Up to eight conceptual alternatives for screening.
- Up to two build alternatives evaluate in detail.
- LiDAR survey will be provided with supplemental as necessary.
- Existing right-of-way from Summit County GIS will be imported into design mapping.
- Property ownership will be pulled from Summit County GIS.
- EA will be processed under the 23 USC 327 MOU between FHWA and UDOT regarding National Environmental Policy Act (NEPA) Assignment for EAs and EISs (January 2017).
- EA will be prepared according to the UDOT Environmental Process Manual of Instruction (March 2017) and UDOT Environmental Document (EA/EIS) Process (March 2017).
- Individual Section 4(f) Evaluation not needed, assume Section 4(f) resources are present, but impacts will be *de minimis*.
- Review times for milestone reviews will be as follows:
 - Chapter 1: 2 weeks
 - Chapter 2: 2 weeks
 - Tech memos: 2 weeks
 - Draft EA: 4 weeks
- Lochner will provide Park City and UDOT preliminary information (rough description of alternatives and associated costs) by mid December 2017/early January 2018.
- All invoicing will be through Park City. UDOT's ePM/PMO system will not be used.
- Conceptual Alternatives (assume 8) evaluated with respect to purpose and need. Geometric layout will not be developed. Previous corridor study typical sections will be utilized for mainline concept. Minor modifications are anticipated. Intersection

conceptual alternatives will be schematics for major intersections (SR-224, Bonanza, Comstock, Wyatt Earp).

- Conceptual Alternative Screening criteria will be based on project specific purpose and need (based on traffic operation), and will not include costs or impacts (to natural, cultural, visual or community resources). Alternatives that meet the purpose and need and pass through screening are referred to as “build alternatives” and will be evaluated in detail in the EA. Alternatives that do not meet the purpose and need will be screened out and eliminated from further consideration.
- Build Alternative (assume 2) evaluated sufficiently to identify impacts and select the preferred alternative. Build alternatives will be modeled in Microstation/InRoads to determine preliminary impacts. Preliminary horizontal layout will assume one mainline alignment with multiple options for lane usage, and vertical alignment will match existing profile), and two intersection options at SR-224 and Bonanza Drive (traditional/signalized and roundabout).

Phasing

The project will be completed in 2 phases.

Phase 1 activities include:

- 03E Project Management
- 05E Develop Public Involvement Plan
- 07E Implement Public Involvement Plan
- 13E Conduct NEPA Scoping
- 17E Define Purpose and Need
- 18E Obtain Mapping and/or Photography (Aerial)
- 19E Identification and Initial Development of Alternatives
- 21E Identify Affected Environmental Resources
- 55E Maintain Project File

Phase 2 activities include:

- 03E Project Management
- 07E Implement Public Involvement Plan
- 19E Identification and Initial Development of Alternatives
- 23E Determine Impacts and Analyze Alternatives
- 29E Prepare Draft Environmental Document
- 31E Review Draft Document
- 35E Revise and Release Draft Document
- 39E Complete Public Comment Period
- 41E Compile, Evaluate, and Respond to Public and Agency Comments
- 43E Prepare Final Environmental Document/FONSI
- 45E Review Final Environmental Document/FONSI

- 49E Revise and Release Final Document/FONSI
- 55E Maintain Project File

Fee Type

The fee type will be cost plus fixed fee. The fixed fee will be 11.25%.

Schedule

The schedule will be 15.5 months.

- Phase 1 will last approximately 5.5 months.
- Phase 2 will last approximately 10 months.

Team Members

Sub-consultants to Lochner and their responsibilities include:

- Fehr and Peers (F&P): Traffic.
- RSG: Travel demand forecast modeling.
- Meridian Engineering: Survey and right-of-way.
- SWCA: Natural resources and cultural resources.
- Penna Powers (PP): Public involvement.
- Avenue: Visualization.
- Kleinfelder: Geotechnical.
- CRSA: Landscape architecture

This scope of work is a complete scope of work covering activities and tasks for all team members. Lochner will lead activities and tasks listed below, unless sub consultants is specified as the lead.

Meetings

Regularly scheduled meetings will be included/invoiced in the project management task (03E). Milestone meetings will be held in person at Park City offices or similar facility. Other project meetings will utilize video, teleconferencing, and/or WebEx meetings to reduce travel time and expenses.

Regularly Scheduled Meetings

There will be four categories of regularly scheduled meetings as described below. Meetings will be prescheduled. However, project leadership from Lochner, Park City, and UDOT will determine if the meetings are necessary:

- Management meetings: bi-weekly teleconference meetings with Alfred, Steve, and HG. These meetings will be included in Activity 03E Project Management. These will be held on the off week of the Project Team meetings.
- Project team meetings: twice monthly meetings with leads from Park City, UDOT, and Lochner team discipline leads: Project Manager (HG), Environmental (Andrea), Design

(Gene), Traffic (Jon), and Public Involvement (Tiffany). These meetings will be included in activities that are currently in progress as outlined in Table 1.

- Internal team meetings: twice monthly meetings with Lochner team discipline leads: Project Manager, Environmental, Design, Traffic, and Public Involvement and sub-consultants. The purpose of these meetings will be to coordinate team activities and tasks. These meetings will be included in activities that are currently in progress as outlined in Table 1.
- Internal Lochner only meetings: twice monthly with Lochner only (no sub-consultants). These meetings will be included in activities that are currently in progress as outlined in Table 1.

Table 1: Number of Meetings Assumed

Activity	Duration (months)	Management Meeting (Activity 03E)	Project Team	Internal Team	Internal Lochner only
Phase 1					
Phase I – 5.5 months	5.5	12	11	11	11
Phase II – 10 Months	10	21	19	19	19
PROJECT TOTAL					
	15	33	30	30	30

Milestone meetings

Meetings will be held at the milestones listed below. Additional meetings, including public meetings, stakeholder working group meetings, planning commission and city council, will be held in conjunction with these milestone meetings. All meetings will be included in Task 07E, Implement Public Involvement Plan

- Kickoff
- Purpose and Need Workshop
- Alternative Development Workshop
- Alternative Screening Risk Workshop
- Preferred Alternative selection
- Draft EA review/comment

PHASE 2 – DETAILED SCOPE OF WORK

03E Project Management

The purpose of this activity is to provide overall direction and control for Phase 2 of the project. The Lochner Project Manager will be responsible for overall team coordination, allocation and

balancing of resources, project reporting including schedule updates in a shared drive accessible to UDOT and Park City including budget progress reporting, and overall performance of the project. The tasks undertaken for this activity will include the following:

- Preparation of a quality control plan and quality assurance compliance procedures.
- Administration of project costs and schedule control.
- Contract compliance activities.
- Preparation of monthly progress reports describing work completed for the month.
- Coordination of sub-consultants.
- Management of project resources and deliverables.
- Invoice review and preparation.
- Updates to project controls in shared drive.

Assumptions

- Assume a project schedule of 15.5 months from notice to proceed—the Phase 1 schedule is 5.5 months and Phase 2 will be 10 months.
- Activity 03E will be used primarily by the team members for project team meetings and Lochner Project Manager for oversight for team resources, schedule, and budget.

Deliverables

- Monthly progress reports.
- Monthly invoices.
- Monthly updated schedule and cost controls.
- Monthly updates in shared drive.
- Quality control plan.

07E Implement Public Involvement Plan

During this time the following activities will take place:

- (Lochner, PP) Meet with stakeholder working group.
- (Lochner, PP) Presentations to elected officials and key stakeholders.
- (Lochner, PP) Develop outreach materials.
 - Project e-newsletters (assume newsletters will be sent quarterly): development, and distribution.
 - Project newspaper advertisements: development and placement of one (1) advertisement in the *Park Record* advertising the public hearing.
 - Project press releases (if necessary).
- (Lochner) Stakeholder communication.
 - All communication will be documented in the project communication log.
 - The log will be provided in the quarterly public involvement reports.
 - Project email updates will be sent monthly.
 - Coordination with property owners will facilitate survey data collection.

- Lochner will respond to and document all comments, questions, and concerns received through phone, email, online comment form, or mail.
- Lochner will meet personally with stakeholders expressing concerns or requesting additional information.
- Lochner will contact key stakeholders monthly to update them on the status of the project. Contact will take place through personal one-on-one meetings or through phone calls.
- Lochner will assist UDOT in addressing comments they receive via social media.

Assumptions

- Activity 07E will have a 10 month duration in Phase 2.
- Three stakeholder working group meetings.
- Two City Council meetings.
- Quarterly updates to Region 2 RCM.
- Two website updates.

Deliverables

- Public involvement outreach materials (newsletter).
- Stakeholder working group meeting minutes.
- Three newsletters.
- One press release.
- Stakeholder database.
- Website content.
- Communication log.
- Final public involvement report.

19E Identification and Initial Development of Alternatives

The purpose of this activity is to develop a screening process and criteria, develop conceptual alternatives, and screen conceptual alternatives to determine which alternatives will be evaluated in detail, and draft Chapter 2. Phase 1 included development of screening criteria and conceptual alternatives, alternative screening and, and drafting most of Chapter 2. Phase 2 will include finalizing Chapter 2 with a description of the build alternatives.

19E-5 Finish Preparing Draft Chapter 2 (Alternatives)

- Complete draft Chapter 2 including:
 - Alternatives evaluated in detail.
 - Preferred Alternative
 - Alternatives Considered but Rejected from Further Consideration
- Prepare necessary graphics and maps to support Chapter 2.
- (Lochner, F&P) Provide QC/QA of draft Chapter 2.
- Submit Chapter 2 to Park City and UDOT for review (Phase 2). Review period will be concurrent and last two weeks.

- Revise Chapter 2 and respond to comments using comment/response matrix.

Assumptions

- Activity 19E will span Phase 1 and Phase 2.
 - Phase 1 will include drafting Chapter 2 up to and including alternative screening.
 - Phase 2 will include completing Chapter 2 with description of the build alternatives and identification of the Proposed Action.
- Two (2) build alternatives will be modeled and analyzed in detail. Build Alternative will be modeled in Microstation to determine preliminary impacts. Preliminary horizontal layout will assume one mainline alignment with multiple options for lane usage, 2 intersection configurations per major intersection (SR-224 & Bonanza), and vertical alignment will match existing profile)
- Areas of impacts and cost estimates will be provided for each Build Alternative (assume 2)
- Draft Chapter 2 will be distributed electronically.
- One (1) round of review (comment, revisions) for draft Chapter 2; review with Park City and UDOT will be concurrent; review period will be two (2) weeks

Deliverables

- Draft and Final Chapter 2.

21E Identify Affected Environment Resources

The purpose of this activity is to identify resources and prepare the draft Affected Environment sections of the EA. Methodology, field surveys and investigations, database searches, initial agency coordination, and documentation of findings will be performed for each resource listed below. The study area will be defined per resource. Lochner and SWCA will work together on Activity 21E. SWCA will conduct field surveys and prepare technical reports for natural resources, cultural resources and soils; they will not author any EA sections. Lochner will prepare technical reports for air and noise. Lochner will be responsible for authoring all sections of the EA. Tasks to be completed by SWCA are specified, otherwise Lochner will be responsible.

The following resources are not applicable/present in the project area and will not be discussed (beyond a brief explanation of why they are not discussed) or analyzed in the EA.

- Wild and Scenic Rivers

Land Use

- Identify current land use using current parcel data.
- Conduct field review to verify current land uses.
- Identify future land use and zoning.
- Coordinate and hold meetings with Park City, Summit County, and project team to verify future land use within the study area based on existing zoning. Conduct field review.

Social (Neighborhood Cohesion / Public Facilities / Utilities)

- Collect socioeconomic data from Summit County (consistent with traffic analysis zones used for traffic modeling) and US Census data.
- Review existing data and documents to determine community social organizations, including levels of localized social interaction and activity patterns, neighborhood social integration and community cohesion, and other key quality of life dimensions.
- Describe neighborhoods, including affordable housing units, school zones, public safety, and other public services.
- Collect public facility and services data from Park City and online sources.
- Collect utility information from Park City, Summit County, and utility providers.
- Use input from scoping, field visits, Park City and Summit County general plans, and online research to develop an understanding of community values and character.
- Identify the existing transportation network and travel patterns in the study area including roadway and transit.

Farmlands

- Determine the presence of farmland through local, state, federal available databases; outreach to local community within the project study area; and coordination with the Natural Resource Conservation Service (NRCS).

Economics

- Provide context for the corridor including general description of the existing and planned economic makeup of the study area.
- Obtain economic information from U.S. Census, Utah Department of Labor, and Summit County economic development office.
- Coordinate with Park City staff.
- Conduct field review.

Relocations and Right-of-Way

- Collect parcel and ownership data for the project corridor in GIS format.
- Obtain existing right-of-way data (see Activity 18E).
- Conduct database research for county, city, and other property owner online datasets.
- Populate and cross-check stakeholder database with property owner data.

Environmental Justice

- Collect environmental justice data from the U.S. Census Bureau, American Community Survey data, EPA, Park City, scoping, and a data search for business ownership.
- Analyze data to identify low-income, minority (Black/African-American, American Indian, Asian, and Hawaiian) and Hispanic/Latino populations within the project study area.
- Collect and develop a detailed description of low-income and minority populations in the project area.

Pedestrians and Bicyclists

- Collect data for existing and planned pedestrian and bicycle facilities and trails resulting from scoping, coordination with Park City and Summit County, and review of long range transportation and general plans.
- Document existing/planned pedestrian and bicycle use and trail connectivity.
- Conduct field review.

Recreation Resources

- Coordinate with Park City and Summit County to identify developed and undeveloped recreation resources.
- Conduct field review.
- Collect data for recreation resources including parklands, trails, recreation facilities, resorts, and open space. Identify property ownership, entity responsible for maintenance, and user information.
- Document existing/planned recreation resources.

Joint Development

- Coordinate with Park City, Summit County, and Park City School District regarding potential improvement projects that could overlap with improvements to SR-248.
- Identify and discuss any opportunity for joint development (voluntary joining of government entities with private developer to work together to complete individual project in a mutually beneficial way).

Air Quality

- Describe statutory provisions affecting air quality based on current state and federal guidance.
- Describe criteria pollutants commonly associated with transportation projects.
- Utilize Utah Division of Air Quality monitoring to provide existing air quality conditions.
- Identify and describe the air quality attainment status in the project area.

Noise

- Obtain preliminary traffic data (see Activity 17E) and land use (see Land Use).
- Provide recommended noise monitoring locations to Park City and UDOT for review and approval prior to monitoring.
- Complete existing conditions noise monitoring at agreed upon monitoring locations.

Cultural (Archaeological and Architectural) Resources

- SWCA will be responsible for cultural resources tasks as follows:
 - Cultural resources assessment to UDOT standards (per UDOT Environmental Process Manual of Instruction).
 - Literature search in the Antiquities and Preservation sections of the Utah Division of State History (UDSH).
 - Class II reconnaissance-level archaeological survey of the study area.

- Class III pedestrian survey for archaeological resources in any undeveloped areas in the study area.
- Selective reconnaissance level survey (RLS) of historic architectural resources within the study area and one parcel deep from the study area.
- Prepare draft and final cultural resource technical reports (archaeology and historic structures).

Paleontological Resources

- SWCA will be responsible for paleontological resources tasks as follows:
 - Conduct a paleontological literature search for the project area with the Utah Geological Survey (UGS) and will also solicit comments and recommendations regarding paleontological resources.

Waters of the U.S. including Wetlands

- SWCA will be responsible for WOUS tasks as follows:
 - Confirm final study area boundary (400' from existing pavement). Review existing National Wetlands Inventory (NWI) and City wetland map, soil, and other relevant spatial data of the project area.
 - Conduct field-based wetlands and waters of the U.S. delineation using USACE protocol Develop a draft wetlands and waters of the U.S. delineation report.
 - Respond to comments from UDOT, Park City, and Lochner on the draft delineation report.
 - Develop a final wetlands and waters of the U.S. delineation report.
 - Provide Lochner with final report including shapefiles for use in planning and drafting the EA.
 - Identify wetland setbacks/buffers
 - Optional Survey: Certain alternatives for the proposed project may affect the Park City Rail Trail, which is on the south side of SR-248. At Lochner's request, SWCA will also complete a wetlands and waters of the U.S. delineation along the trail and an adjacent 400-foot buffer as described above, either as a separate survey or in conjunction with the surveys described above.

Wildlife, Threatened and Endangered Species

- SWCA will be responsible for wildlife and threatened and endangered species tasks as follows:
 - Develop a list of special status species for Summit County including both federal threatened and endangered species and state sensitive species including likelihood to occur.
 - Conduct an onsite assessment in coordination with the wetlands and waters of the U.S. delineation. During the onsite assessment the following tasks will be completed:
 - Identify vegetation communities (habitat types) during wetlands and waters of the U.S. fieldwork within the study area.

- Identify suitable raptor nesting substrate and potential active nests within a 0.5-mile buffer of the study area.
- Evaluate whether wetlands in the project area could provide habitat for Ute ladies'-tresses.
- Assess potential of special status species to occur in the habitats present in the project area.
- Complete a Draft Threatened and Endangered Species and Wildlife Technical Report. Contents of the report will include:
 - Descriptions of special status species, raptor, and big game habitat and the potential for these wildlife groups to occur in the study area.
 - USFWS Information for Planning and Conservation (IPAC) results and letter from Utah Natural Heritage Database (UDWR) regarding potential and recent species occurrence.
 - Determination of whether wetlands in the project area could provide habitat for Ute ladies'-tresses.
- Respond to one round of comments from UDOT, Park City, and Lochner and develop a Final Threatened and Endangered Species and Wildlife Technical Report

Water Resources / Water Quality

- Provide overview of existing canals (if present) and streams in the study area (including brief description with discharge location, beneficial use classification, assessment, and pollutants of concern).
- Provide overview of subsurface waters in the study area (including brief description of aquifers, discharge/recharge areas, summary of public drinking water sources and potential contamination sources listed in the drinking water source protection plan, and summary of private groundwater wells).
- Provide overview of existing drainage conditions along the project.

Floodplains

- Identify FEMA designated and proposed floodplains.
- Collect digital FEMA floodplain mapping (DFIRM).
- Coordinate with Park City as necessary.

Soils/Hazardous Materials

SWCA will develop a Soils and Hazardous Materials Site Characterization Report to identify soil conditions and the extents and nature of possible soil contamination throughout the corridor including historical mining activities and UST. The report will be developed using existing information provided by various agencies. To complete the Site Characterization Report, SWCA will:

- Obtain and compile all available environmental documents of the project area regarding soil conditions from UDOT, Park City, UDEQ, and EPA.

- Coordinate with key staff members at UDOT, Park City, UDEQ, and EPA to obtain information regarding soil contamination that may not be captured by existing published documents or the City's Soil Ordinance Boundary.
- Develop a Draft Soils and Hazardous Materials Site Characterization Report to document the soil conditions throughout the corridor. The report would address the following:
 - Identification of the spatial boundaries and depth of existing soil contamination.
 - Identification of actions that would trigger various regulatory needs.
 - Identification of requirements for remediation for construction activities in areas of contaminated soils (e.g. disposal or capping).
 - Identification of any significant data gaps regarding soil contamination along the corridor and recommend actions (e.g. soil sampling) to address these gaps.
 - Determine possible costs of disposal of contaminated soils.
- Respond to one round of comments from UDOT, Park City, UDEQ, EPA, and Lochner and develop a Final Soils and Hazardous Materials Site Characterization Report.

Visual Quality

- Describe existing visual environment of the project area; take photographs of resources in the project area.
- Review Park City and Summit County general plans for goals or policies relating to the quality of the visual environment including the City's Frontage Protection Zone Ordinances.

Section 4(f) Resources

- Identify all potential Section 4(f) sites in project area—historic sites, recreation resources, wildlife and waterfowl refuges.
- Identify official with jurisdiction for all Section 4(f) resources.
- Coordinate with UDOT to determine if Section 4(f) applies.

Section 6(f) Resources

- Identify all potential Section 6(f) sites in project area (lands or facilities acquired with Land and Water Conservation Act funds).

Assumptions

- Field surveys will be completed immediately following notice to proceed, prior to development of alternatives. A conservative field survey area will be identified with a 400-foot wide buffer from edge of existing road for waters of the U.S. and suitable Ute ladies-tresses' habitat. Survey area for cultural resources will include a 300-foot wide buffer from edge of existing road. The noise buffer is 500 feet.
- Field reviews for multiple resources will be combined when possible.
- Field survey for the rail trail will be required (separate cost provided as an option).
- GIS location map(s) will be developed for each resource.
- Coordination with agencies, cities, and other entities will take place for each resource as necessary.
- Quality control of technical reports will take place prior to submittal to UDOT or agencies.

- Study area will include all areas in which alternatives could be developed.
- Historic architectural resources are defined as those 45 years old or older, i.e., built during or prior to 1972.
- Cultural resource surveys will be conducted in accordance with UDOT guidelines and the Utah SHPO "Reconnaissance Level Survey Standard Operating Procedures (For Section 106 Purposes Only)" (rev. March 2015).
- Based on a preliminary review of UDSH data, SWCA assumes that up to five archaeological sites and up to 20 historic architectural resources will be identified and require documentation during this survey.
- Paleontological file search will be conducted in accordance with UDOT guidelines and in compliance with the memorandum of understanding between UDOT and UGS regarding paleontological resources associated with transportation projects.
- No paleontologically sensitive geologic formations are located in the project area and no additional mapping or research will be required.
- WOUS field work schedule is dependent upon proper site conditions, e.g. vegetation identifiable to the species level and lack of flooding.
- Protocol survey for Ute-ladies' tresses is assumed. If no suitable habitat is identified and a protocol survey is not required, the project will not be billed.
- The 0.5-mile raptor buffer assumes there are no known bald eagle nests within 1-mile of the study area.
- SWCA will use UDWR's big game habitat spatial data to inventory winter and summer ranges within the study area.
- Environmental documents regarding soil conditions provided from agencies to SWCA will be in a timely manner.
- Staff at UDOT, Park City, UDEQ, and EPA will be available to coordinate and collaborate with SWCA during the review of available information.
- Existing soil sampling data are sufficient to characterize soil conditions throughout the entire project area. No additional soil samples will be collected in this scope of work.
- No face-to-face meetings with any of the agencies will be conducted under this task.
- UDOT will be able to provide comments to SWCA regarding the site characterization plan. SWCA will make one round of revisions based on the comments received.
- Cost estimate data for the excavation and disposal of soils would partly be provided by project managers of adjacent projects. These estimates would be similar for this project.
- Soil conditions may vary throughout the project area but would generally be similar to conditions in the nearest sampled areas.

Deliverables

- (Lochner) Section 4(f) resource memo (identifying protected resources for UDOT approval/concurrence).
- (SWCA) Draft archaeological report, submitted Region 2 NEPA-NHPA Specialist (electronic format only).

- (SWCA) Final archaeological report incorporating UDOT review comments and photographs (two hard copies).
- (SWCA) Draft architectural report and historic site short forms, submitted to UDOT Architectural Historian (electronic format only).
- (SWCA) Final architectural report incorporating UDOT review comments and including SHPO cover sheet, site forms, location maps, sketch maps (if multiple outbuildings on property), and photographic prints (two hard copies).
- (SWCA) One archival gold CD per historic resource containing building photographs for submission to SHPO.
- (SWCA) Historic architecture RLS data entry into UDSH database (Preservation Pro).
- (SWCA) Optional Survey Deliverable: Draft and final reports presenting results of optional Rail Trail survey.
- (SWCA) Paleontological correspondence letter from UGS.
- (SWCA) Draft and final wetlands and waters of the U.S. delineation reports.
- (SWCA) Extent and location of wetlands and waters of the U.S. in shapefile format.
- (SWCA) Optional Survey Deliverable: Draft and final wetlands and waters of the U.S. delineation report presenting results of optional Rail Trail survey.
- (SWCA) Draft and Final Threatened and Endangered Species and Wildlife Technical Report.
- (SWCA) Draft and Final Soils and Hazardous Materials Site Characterization Report.

23E Determine Impacts and Analyze Alternatives

The purpose of this activity is to refine the potential build alternatives carried forward for detailed analysis; and conduct the impact and mitigation analysis for each resource; and prepare Environmental Consequences sections of Chapter 3 (per resource).

23E-1: Refine Alternatives/Preliminary Design and Analysis

- Lochner will provide preliminary design two build alternatives:
 - Alternatives will be refined to sufficiently determine impacts.
 - Prepare typical sections.
 - Determine impact footprint for each alternative.
 - Prepare horizontal alignment for each alternative
 - Prepare plan view layout for each alternative
 - Prepare preliminary roadway model for each alternative including cut/fill lines, retaining wall locations (if needed) and construction limits.
 - Develop vertical alignment for each alternative (assume vertical profile will match existing)
 - Develop drainage and hydrology for each alternative.
 - Evaluate Low-Impact-Development options.
 - Determine footprint for storm water detention.
 - Prepare cost estimates.

- Refine alignment to avoid and/or minimize impacts to resources. If mitigation of wetland impacts are necessary, then a contract modification will be developed for this additional work. Document substandard elements (if needed) used to reduce impacts with design exception/waiver and deviation forms if substandard elements are incorporated into the final alternatives.
 - Develop onsite and offsite drainage conveyance, water quality, and detention for alternatives.
 - Provide quality control of preliminary design.
- Assume up to two (2) alternatives internal workshops to adequately define the concepts. This will be necessary in order to perform detailed traffic and transportation analyses on the alternatives.
- (F&P) Use the previously developed VISSIM model to model the two (2) alternatives. Future volumes (demand) will be derived as stated in Task 17E.
- (F&P) Refine the model and updated forecasts in support of the alternatives analysis component of the environmental study for up to two build alternatives and one no build.

Assumptions:

- (F&P) Provide 2040 forecasts.
- Two (2) build alternatives (that pass through screening) will be evaluated in detail.
- (F&P) Provide outside expert peer review of the forecast methodology and outputs.
- Cost estimates will be developed using standard UDOT concept cost estimate spreadsheets.

Deliverables:

- Typical section for each alternative.
- Conceptual design layouts for each alternative.
- Design exception, waiver, and deviation forms (if needed).
- Cost estimate for each alternative.
- (F&P) Updated forecasts.
- (F&P) Alternatives Transportation Analysis Technical Memorandum.

23E-2: Determine Impacts

The purpose of this activity is to complete impact analysis for each environmental resource (identified in Activity 21E) and include:

- Refine impact footprint(s) for each alternative.
- Identify impacts for each alternative for all resources.
- Determine mitigation measures for impacts.
- Finalize noise technical reports, including noise balloting.
- Provide quality control for technical resource reports.
- Identify indirect and cumulative, construction and phasing impacts for all resources as applicable.
- SWCA will assist Lochner in preparing the analyses based on SWCA's technical reports pertaining to cultural resources, paleontological resources, wetlands and waters of the

U.S., threatened and endangered species, and soils and hazardous materials. More detailed task descriptions are provided for the following resources:

Land Use

- Analyze impacts to existing land use, future land use plans, and zoning.
- Determine the consistency of the project with land use plans and zoning.
- Determine mitigation measures.

Social

- Evaluate impacts to community cohesion, public facilities and services.
- Evaluate changes to travel patterns and accessibility.

Economics

- Provide qualitative economic analysis to determine impacts to businesses, employment, tax base, and other economic impacts.

Relocations and Right-of-way

- Determine partial acquisitions, full acquisitions, relocations, temporary construction easements.

Environmental Justice

- Analyze potential impacts to low-income and minority populations, and minority or woman-owned businesses.
- Through the public involvement effort, work with environmental justice communities to develop ways to minimize impacts.

Pedestrians and Bicyclists

- Determine compatibility of each alternative with existing and future pedestrian and bicyclist network.

Air Quality

- Provide a qualitative discussion of carbon monoxide, particulate matter and construction-related impacts on air quality.
- Incorporate guidance and procedures from FHWA and EPA in place at the time of the analysis with respect to National Ambient Air Quality Standards, mobile source air toxics, particulate matter (PM_{2.5}, PM₁₀), and other air quality provisions resulting from SAFETEA-LU).

Noise

- Prepare a noise impact analysis to document existing and project-related noise levels in the study area. The analysis will be prepared consistent with FHWA and UDOT methodologies and mitigation procedures and the current (March 2017) UDOT Noise Abatement Policy.
- Estimate current and future noise levels (Leq) using the most recently approved version of FHWA's Traffic Noise Model (TNM). Modeling will include noise levels for the existing year and the design year for the No-Build and Build Alternatives.
- Recommend reasonable and feasible mitigation measures based on current UDOT policy.
- Discuss construction-related impacts and coordination with local jurisdictions.

Cultural Resources

- Coordinate with UDOT of Determination of Eligibility and Finding of Effects (DOEFOE).
- Prepare table and figures for DOEFOE.

Paleontological Resources

- Determine potential for excavation in any formations that could potentially yield fossils.

Section 4(f) Resources

- Determine Section 4(f) impacts for each build alternative.
- Coordinate with officials with jurisdiction (OWJ) including Park City and SHPO.
- Develop letters for documentation with OWJ as appropriate.

Waters of the US including Wetlands

- Coordinate with UDOT on impact footprint assumptions.
- Calculate temporary and permanent impacts to wetlands and other waters of the U.S.
- Identify mitigation.

Wildlife, Threatened and Endangered species

- Initiate consultation with USFWS based on potential impacts and mitigation options identified by Wetland Resources.
- A draft and final biological assessment will be prepared, reviewed by UDOT and FHWA and submitted to USFWS during formal consultation.

Water Resources / Water Quality

- Qualitatively describe potential impacts to water quality from project alternatives including any impaired waters, surface waters, and subsurface waters.
- The evaluation will include impacts from foreseeable events attributable to implementation of the roadway alternatives (e.g., de-icing practices and stormwater runoff).
- Provide a qualitative analysis of water quality impacts from increases in impervious surfaces.
- Evaluate engineering controls that mitigate impacts.

Floodplains

- Identify any floodplain development permits necessary.

Hazardous Materials

- Identify risk for encountering hazardous materials.

Visual Quality

- Evaluate changes to natural landscape, cultural landscape, and project landscape from key observation points.

Indirect and Cumulative

- Define study area and timeframe for analysis of indirect effects.
- Gather information on community trends and goals, socioeconomic and land use issues.
- Identify specific valued, vulnerable or unique elements of the natural environment.

- Determine potential for induced growth by meeting with Park City, Summit County, and major land owners.
- Evaluate indirect effects.
- Define study area and timeframe for cumulative impacts analysis.
- Determine which resources are important to include in cumulative impacts analysis.
- Identify past actions and reasonably foreseeable actions for cumulative impact analysis; summarize impacts to key resources for these actions.

Assumptions

- Impact analysis consistent with UDOT Environmental Process Manual of Instruction (March 2017).
- No formal/informal Section 7 Consultation with U.S. Fish and Wildlife required.
- No Adverse Effect under Section 106 of the National Historic Preservation Act.
- No greater than *de minimis* impacts to Section 4(f) resources.
- No quantitative water quality analysis required.
- One agency meeting (EPA)
- Visual impact methodology consistency with FHWA's *Guidelines for the Visual Impact Assessment of Highway Projects*.
- Indirect and cumulative methodology based on Council on Environmental Quality's *Considering Cumulative Effects under the National Environmental Policy Act*, the National Cooperative Highway Research Program's (NCHRP) *Report 466, Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects*, and the American Association of State Highway and Transportation Officials' *Practitioner's Handbook 12, Assessing Indirect Effects and Cumulative Impacts Under NEPA*.
- One (1) round of concurrent review by Park City and UDOT of technical resource reports, memorandums, and materials supporting DOEFOE.

Deliverables

- Noise assessment report.
- Air quality technical report.
- DOEFOE tables and figures.
- List other reports as applicable (BA/BE, Paleo, wildlife, etc.) Wetland delineation.
- Agency meetings (if appropriate).

23E-3 Draft Environmental Consequences Chapter.

The purpose of this activity is to prepare environmental consequences sections of for each resource. Tasks include:

- Review and extract findings from resource technical reports and compile into Chapter 3.
- Prepare Chapter 3 and associated graphics per resource as necessary documenting impacts for each alternative.
- Perform quality control of draft environmental consequences sections.

Assumptions

- Draft Chapter 3 will be reviewed with submittal of draft EA in Activity 31E.

23E-4: Identify Preferred Alternative.

- Coordinate with Park City and UDOT to identify the Preferred Alternative
- Hold Alternative Screening Risk Workshop.
- Finalize Alternative Development and Screening Technical Memorandum (update with Preferred Alternative).
- Prepare concept report for Preferred Alternative.
- Concept report prepared for one (1) alternative.
- One round of concurrent review by Park City and UDOT on Alternative Development and Screening Technical Memorandum.

Deliverables

- Draft and final Alternative Development and Screening Technical Memorandum.
- UDOT standard concept report for Preferred Alternative.

29E Prepare Draft Environmental Document.

- This activity includes preparation of the compiled first Draft EA including:
 - Executive Summary
 - Table of Contents
 - Acronyms and Abbreviations
 - Chapter 1 Purpose and Need (see Activity 17E)
 - Chapter 2 Alternatives (see Activity 19E)
 - Chapter 3 Affected Environment and Environmental Consequences (see Activity 23E)
 - Permits and Clearances
 - Mitigation summary
 - Chapter 4 Comments and Coordination
 - References
 - List of Preparers
 - Agency Distribution List
 - Appendices
- Perform QC/QA
 - F&P will review and provide comments on the draft EA.
 - RSG will review and provide comments on the draft EA.
 - SWCA will review and provide comments on the draft EA.
- Compile appendices, prepare for electronic, and hard copy viewing and distribution.

Assumptions

- Chapters 1 and 2 will have been reviewed by Park City and UDOT and revised prior to this task. This task will be reformatting for document production and readability.
- Chapter 2 will be completed with the results of the impact analysis and comparison of the alternatives for the identification of a Preferred Alternative (see Activity 23E-4).

Deliverables

- First Draft EA for Park City/UDOT review.

31E Review Draft Document

This activity includes Park City/UDOT review and revisions of the EA:

- Submit the EA for Park City/UDOT review.
- Compile Park City/UDOT comments in the comment resolution form.
- Respond to Park City/UDOT comments.
- EA revisions are included in Activity 35E.

Assumptions

- One (1) concurrent review for Park City/UDOT (and UDOT legal counsel if appropriate). ; review period will be four (4) weeks

Deliverables

- Comment/response matrix.

35E Revise and Release Draft Document

This activity includes EA revisions based on Park City/UDOT comments, and publishing the EA for public review.

- Revise EA based on Park City/UDOT comments in Activity 31E.
- Obtain approval from UDOT Central Environmental and UDOT Region 2 to publish EA.
- Prepare and finalize the distribution list.
- Print and distribute the EA; place materials at public locations.
- Perform quality control of deliverables.

Assumptions

- Responding to comments will not require additional analysis or resource investigations.
- Responding to comments will not result in additional engineering design.
- Responding to comments will not require evaluation of additional alternatives result in a change in the Preferred Alternative.
- Responding to comments will result in minor/moderate revisions to EA (up to 22 hours of revisions including internal QC)
- No legal sufficiency review required.
- Ten hard copies of the EA will be printed.
- EA will be printed and placed at Park City Hall, Park City Library, UDOT Region 2, UDOT Complex, and Lochner.

- Fifteen electronic copies on DVDs will be prepared.

Deliverables

- DEIS for public review.
- Distribution letters of transmittal.

39E Complete Public Comment Period

- This activity includes the preparation for and holding the public hearing:
- (Lochner, PP) will prepare for and hold a public hearing. The hearing will include:
- Hearing materials including comment form available on website.
- Opportunity for written and oral public comments.
- Court reporter.
- Alternative and impact boards.
- GIS Story Map.
- (PP) Online public meeting opportunity.
- Lochner will assist PP in online meeting material creation.
- Advertise for hearing in accordance with FHWA and Utah State policies/codes. Notice will be placed in *Salt Lake Tribune*, *Deseret News*, and *Park Record*.
- Other advertisement has been covered under Task 07E.
- CRSA will assist the Lochner team with developing illustrative renderings depicting proposed improvements to the SR-248 Corridor. Specifically, CRSA will help outline how changes to the corridor will be implemented within the context of existing conditions. The scope of the renderings is as follows:
 - 3D Modelling: Three locations along the corridor will be chosen by the Lochner team for the development of illustrative renderings. Two alternatives, including detailed CAD drawings and programmatic information, for each of the three locations will be developed by Lochner and provided to CRSA (6 Illustrations Total). CRSA will develop a renderings for each of the three locations, and collaborate with Lochner to select the view that best illustrates the proposed alternatives within the context of the existing urban and/or natural conditions.
 - Preliminary Outreach Renderings: Two illustrative renderings will be drafted for each of the three location for review, based on the alternatives developed by Lochner.
 - Outreach Renderings. Upon confirmation and acceptance of the preliminary renderings, CRSA will be fully rendered for presentation at public workshops. CRSA will rely on Lochner to format presentation materials and to attend workshops.
 - CRSA will adjust renderings for publication in final document following the public hearing.
 - Final Revisions: Where changes may be required to the SR-248 Design based on public comment, CRSA will update illustrative renderings based on revised

designs developed by Lochner. Update process includes adjustments to the 3D model to reflect alignment or cross section changes.

- (Avenue) will prepare one high-quality video animations with the intent to provide UDOT and Park City with a tool that can be used to easily demonstrate the purpose and need of the SR-248 widening project to the public. It is anticipated that this video will be successive in nature. The intent of the first video will be to provide the background, develop the story, and lay the framework for the project, including the top alternatives. This video simulation will be a highly-refined product (similar to other videos we have produced) and are intended to be concise and engaging. It is anticipated that these video will be two to three minutes in total length.
 - Assumed that no script will be necessary.
 - We will develop the final draft of the video animation incorporating high-quality graphics with the audio (final script and music). At this point, we anticipate small changes to wording and minor adjustments to graphics to create the final “polished” version of the video (assume 2 final video review meetings).

Assumptions

- One (1) public hearing will be held.
- Up to 15 display boards will be created.
- One GIS storyboard will be created.
- One highly-refined video animation

Deliverables

- Public comment form.
- Public hearing materials.
- Public hearing advertisement.
- Public hearing transcript.
- (Avenue) video animation.

41E Compile, Evaluate, and Respond to Public and Agency Comments

- This activity includes the compilation of all agency and public comments and the response and resolution to comments:
- Compile all comments received during the public comment period into project comment resolution form.
- Organize, sort and determine approach for responses to comments.
- (Lochner, F&P, SWCA) Prepare response to comments for Park City/UDOT review
- Revise responses based on Park City/UDOT comments.
- Prepare for and hold agency workshop to discuss agency comments, Preferred Alternative, and mitigation

Assumptions

- (Lochner, F&P) Up to one (1) agency meeting will be held to clarify intent of comments and develop appropriate responses.

- Comments will not result in selection of a different Preferred Alternative, evaluation of new alternative(s) or additional resource evaluations.
- Moderate effort required to compile, sort, and respond to comments (up to 56 hours).
- EA revisions included in Activity 43E.

Deliverables

- Public and agency comments and responses.
- Public hearing certification package to UDOT.

43E Prepare Final Environmental Document/FONSI

- This activity includes revising the EA based on agency and public comments:
- Revise EA as necessary to respond to public and agency comments.
- Prepare concept report for Preferred Alternative.
- Prepare Draft Final EA.
- Prepare the draft Finding of No Significant Impact (FONSI).
- Conduct QC/QA.

Assumptions

- Public and agency comments will not result in (or require).
 - Selection of a different Preferred Alternative.
 - Evaluation of new alternative(s) or additional resource evaluations.
 - Engineering design modifications or modeling.
 - Additional traffic analysis.
- Minor revisions will be required (up to 36 hours of document revision including internal QC).

Deliverables

- Concept report for Preferred Alternative for Park City/UDOT Review.
- Draft Final EA submitted to Park City/UDOT for review.
- Draft FONSI submitted to Park City/UDOT for review.

45E Review Final Environmental Document/FONSI

This activity includes Park City/UDOT review of Final EA/FONSI:

- Compile Park City and UDOT comments in the comment resolution form.
- Respond to comments in matrix.

Assumptions

- One (1) round of concurrent review by Park City and UDOT.
- Final EA and FONSI revisions included in Activity 49E.

Deliverables

- Comment/response matrix.

49E Revise and Release Final Document / FONSI

This activity includes revisions and release of Final EA and FONSI:

- Revise EA and FONSI per Park City and UDOT comments.
- Provide quality control of Final EA and FONSI
- Prepare and finalize the distribution list.
- Print and distribute the Final EA/FONSI.
- Finalize concept report for Preferred Alternative including refined cost estimate.
- Perform quality control of deliverables
- Preparation of the Status of Limitations (SOL) to be posted in the *Federal Register*

Assumptions

- Park City and UDOT comments will not result in
 - Selection of a different Preferred Alternative.
 - Evaluation of new alternative(s) or additional resource evaluations.
 - Engineering design modifications or modeling required.
- Only minor revisions required (up to 10 hours of document revision including internal QC).
- No legal sufficiency review required.
- 10 hard copies will be printed of the EA and FONSI.
- 30 electronic copies on DVDs will be prepared.

Deliverables

- Final EA and FONSI.
- Final Concept Report for Preferred Alternative.

55E Develop and Maintain Project File

This activity includes:

- Maintain and organize the project file.

Assumptions

- Project file will be prepared in accordance with UDOT Environmental Document File Management Guidance (Attachment C of the Environmental Document (EA/EIS) Process)
- An administrative record will not be necessary (no lawsuits will be filed).

Deliverables

- Project file.

Consultant PM: #REF!
Client PM: #REF!
Consultant: H. W. Lochner, Inc.

Estimate of Person Hours

TASK	TASK	NAME AND LABOR CATEGORY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Estimate of Person Hours

TASK	TASK	NAME AND LABOR CATEGORY																														HOURS	TASK	
		Andrea Clayton	Avery Woodhouse	Brian Kolbe	Chris Price	Dave Shannon	David Hansen	Gene Cline	H.G. Kunzler	Jana Miller	Jason Green	Johanna Tietze	John Martin	Justin Johnson	Justin Peterson	Laura Ingersoll	Liz Pulu	Logan Whitehead	Phil Logsdon	Rebecca Thompson	Stacey Thomas-Keller	Tiffany Carlson	Avenue	CobbFendley	CRSA	Fehr & Peers	Kleinfelder	Meridian	PennaPowers	RSG	SWCA			
		Environmental Lead	Public Involvement Assistant	Design Engineer	Drainage Engineer	Noise Specialist	Drainage Engineer	Design Lead	Project Manager	Contract Support Specialist	EA Support	Technical Writer	GIS Specialist	GIS Analyst	EA Support	Public Involvement Coordinator	Public Involvement Assistant	Roadway Design	NEPA QC	EA Support	Project Administrator	Public Involvement Coordinator	PER TASK	NO										
16	43E Prepare Final Environmental Document/Decision Document	32	0	0	0	0	0	4	8	0	0	40	0	0	36	0	0	0	8	12	0	0	0	0	0	0	0	0	0	0	0	140	16	
	Revise EA based on public and agency comments	16						4	8			24			8				8	8														
	Internal QC/Revisions Draft EA/FONSI	8										4			4				4															
	Prepare FONSI	8										16			24				8	4														
17	45E Review Final Environmental Document/Decision Document	8	0	0	0	0	0	0	2	0	4	0	0	0	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	22	17	
	Compile and respond to Park City/UDOT comments	8							2		4				4				4															
18	49E Revise and Release Final EA/FONSI	14	0	0	0	0	0	0	5	0	0	48	0	0	8	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	79	18	
	Revise EA/FONSI per Park City/UDOT comments	8							2			12																						
	Internal QC/revisions of EA	4							2									4																
	Print and distribute final environmental and decision document											32																						
	Prepare final Executive Summary	2							1			4			8																			
19	55E Develop and Maintain Project File	24	0	0	0	0	0	10	0	0	0	40	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	94	19	
	Gather and compile electronic files																	20																
	Package .dgn files to UDOT							10																										
	Maintain project file	24										40																						
	Direct Labor Total Hours	507	46	16	32	250	16	252	286	105	351	440	318	150	654	6	214	243	64	281	76	278	0	0	134	687	0	0	170	0	771	0	6347	

CLIENT:
Project Number:
Project Name:
Lochner Project #:

Consultant PM:
Client PM:
Consultant: H. W. Lochner, Inc.

LABOR

Name	Position	Hours	Actual Rate	Adjusted Rate *	Total
Andrea Clayton	Environmental Lead	507	\$ 54.70	\$ 56.90	\$ 28,848.30
Ariel Froerer	Intern, Student	0	\$ 28.00	\$ 28.84	\$ -
Avery Woodhouse	Public Involvement Assistant	46	\$ 19.00	\$ 19.40	\$ 892.40
Brian Kolbe	Design Engineer	16	\$ 45.00	\$ 48.20	\$ 771.20
Brian Shewell	Drainage Project Manager	0	\$ 47.81	\$ 49.24	\$ -
Chris Price	Drainage Engineer	32	\$ 46.00	\$ 47.80	\$ 1,529.60
Corin Piacenti	Project Manager	0	\$ 57.70	\$ 59.43	\$ -
Dave Shannon	Noise Specialist	250	\$ 56.46	\$ 58.15	\$ 14,537.50
David Hansen	Drainage Engineer	16	\$ 45.00	\$ 47.30	\$ 756.80
Derek Moss	Planner	0	\$ 39.00	\$ 40.17	\$ -
Elisa Albury	Sr. Planner	0	\$ 44.99	\$ 46.34	\$ -
Gabe Rizzo	Engineer, Entry Level	0	\$ 30.50	\$ 31.42	\$ -
Gene Cline	Design Lead	252	\$ 53.77	\$ 55.40	\$ 13,960.80
H.G. Kunzler	Project Manager	286	\$ 68.00	\$ 70.04	\$ 20,031.44
Jacob Newkirk	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -
Jana Miller	Contract Support Specialist	105	\$ 28.65	\$ 29.70	\$ 3,118.50
Jason Green	EA Support	351	\$ 44.95	\$ 46.50	\$ 16,321.50
Jeff Sims	Project Manager	0	\$ 64.50	\$ 66.44	\$ -
Jerry Amundsen	Project Manager	0	\$ 66.56	\$ 68.56	\$ -
Johanna Tietze	Technical Writer	440	\$ 23.00	\$ 28.60	\$ 12,584.00
John Martin	GIS Specialist	318	\$ 24.01	\$ 24.70	\$ 7,854.60
John Matern	Roadway Design Engineer	0	\$ 45.00	\$ 46.35	\$ -
Justin Johnson	GIS Analyst	150	\$ 29.81	\$ 30.70	\$ 4,605.00
Justin Peterson	EA Support	654	\$ 37.48	\$ 39.00	\$ 25,506.00
Kyle Farnsworth	Engineer, Entry Level	0	\$ 33.50	\$ 34.51	\$ -
Laura Ingersoll	Public Involvement Coordinator	6	\$ 33.66	\$ 35.00	\$ 210.00
Lauren Phillips	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -
Liz Pulu	Public Involvement Assistant	214	\$ 33.00	\$ 33.00	\$ 7,062.00
Logan Whitehead	Roadway Design	243	\$ 33.50	\$ 38.20	\$ 9,282.60
Matthew Seng	Project Engineer	0	\$ 45.21	\$ 46.57	\$ -
Nick Betts	Roadway Design Engineer	0	\$ 45.00	\$ 46.35	\$ -
Nick Hafen	Engineer, Entry Level	0	\$ 26.93	\$ 27.74	\$ -
Nicole Williams	Civil Engineer	0	\$ 47.00	\$ 48.41	\$ -
Phil Logsdon	NEPA QC	64	\$ 64.38	\$ 66.31	\$ 4,243.84
Preston Adamson	Engineer, Entry Level	0	\$ 32.50	\$ 33.48	\$ -
Rebecca Thompson	EA Support	281	\$ 40.69	\$ 41.91	\$ 11,776.71
Sadie Robb	Planner	0	\$ 33.20	\$ 34.20	\$ -
Santiago Loaiza	Senior Project Engineer	0	\$ 51.28	\$ 52.82	\$ -
Stacey Thomas-Keller	Project Administrator	76	\$ 23.01	\$ 23.70	\$ 1,801.20
Tiffany Carlson	Public Involvement Coordinator	278	\$ 38.47	\$ 38.47	\$ 10,694.66
Will Wright	Intern, Student	0	\$ 17.00	\$ 17.51	\$ -

*Rate adjustment

Subtotal	4585	\$	196,388.65
Overhead		178.00%	349,571.80
Direct Labor plus Overhead			\$ 545,960.45
Fee		11.25%	61,420.55
Total Labor Cost			\$ 607,381.00

REIMBURSABLE EXPENSES

Miscellaneous	Postage, Freight, Supplies	\$	2,460.00
Travel	Mileage, Auto, Airfare, Meals, Lodging		1,284.00
Mapping/Photos/Survey	Maps, Film, Photography, Processing		-
Printing/Xerox	Copies, Printing, Plots		4,675.00
Telephone	Telephone, Fax		-
Computer	Technology Charge, Software		-
Total Reimbursable Expenses		\$	8,419.00

SUBCONTRACTORS

Meridian		
Fehr and Peers	\$	65,839.99
RSG		
SWCA		
CobbFendley		
PennaPower	\$	11,150.00
CRSA	\$	13,956.65
Avenue	\$	46,652.04
Kleinfelder		
Total Subcontractors	\$	137,598.68
TOTAL	\$	753,398.68



DRAFT

DRAFT for Release to FHWA/FTA for Review

UDOT electronic Program Management Statewide Transportation Improvement Program



STIP 2018-2023

epm345_stip_report (Rev 1165)

Report Run on: Jun 29, 2017, 01:44 P.M.

County	PIN	Status Fund	Project No. Prior	Rt.	Beg Len 2018	PIN Description / Project Location 2019 2020 2021	Concept Description CD	Total	Fed Aid	State	Other
Region 2 Projects											
2	15726	Funding	NEWPROJ(15726)	215	6	3 I-215 East - Barrier Replacement I-215; MP 6.43 - 9.00	Choke Point				
NEW		To Be Adv Dt: NHPP_IM				\$0 \$1,750,000 \$0	\$0	\$1,750,000	\$1,648,150	\$101,850	\$0
2	14549	Funding	NEWPROJ(14549)	248	3	SR-248; Sr-224 to US-40 SR-248; MP .00 - 3.00	Choke Point				
NEW		To Be Adv Dt: STP_FLX_ST				\$0 \$500,000 \$9,500,000 \$0	\$0	\$10,000,000	\$9,323,000	\$677,000	\$0
2	13800	Scoping	F-0266(68)	266	2	SR-266; Jordan River Bridge Rehab, F-115 SR-266; MP 2.43 - 2.56	Rehabilitation or Replacement				
		To Be Adv Dt: 02/05/19 NHPP_BR				\$0 \$720,000 \$0 \$0	\$0	\$720,000	\$671,256	\$48,744	\$0
2	14938	Scoping	F-LC35(299)	282	1	University of Utah Intermodal Center SR-282; MP .80 - .80 & South Campus near the Central Campus TRAX Station	Transportation Alternatives				
		To Be Adv Dt: 01/20/21									
		CMAQ_WFRC				\$0 \$0 \$0 \$0 \$0	\$1,500,000	\$1,500,000	\$1,398,450	\$0	\$101,550
		UTA_FUNDS				\$0 \$0 \$0 \$0 \$0	\$2,573,900	\$2,573,900	\$0	\$0	\$2,573,900
		Total				\$0 \$0 \$0 \$0 \$0	\$4,073,900	\$4,073,900	\$1,398,450	\$0	\$2,675,450
2	14051	Scoping	F-LC35(284)	2030	10	1 12600 South Bicycle Lanes; Bangerter Hwy. to MVC 12600 South Bicycle Lanes; Bangerter Highway to Mountain View Corridor	Transportation Alternatives				
		To Be Adv Dt: 04/15/20				\$0 \$257,428 \$1,072,616 \$0	\$536,308	\$1,877,078	\$1,750,000	\$0	\$127,078
		CMAQ_WFRC									
2	14940	Scoping	F-LC35(301)	2035	6	1 Riverton - 13400 So Bike Lanes; 2700 W to 3200 W Cnty:FA-2035; MP 6.00 - 6.51	Pedestrian/Bicycle Safety				
		To Be Adv Dt: 12/15/20									
		CMAQ_WFRC				\$0 \$0 \$0 \$0 \$0	\$280,000	\$280,000	\$261,044	\$0	\$18,956
		LOCAL_GOV				\$0 \$0 \$0 \$0 \$0	\$210,900	\$210,900	\$0	\$0	\$210,900
		Total				\$0 \$0 \$0 \$0 \$0	\$490,900	\$490,900	\$261,044	\$0	\$229,856
2	14830	Scoping	F-LC35(293)	2036	1	7800 S. Widening Cnty:FA-2036; MP .00 - 1.05	TIF - Transportation Investment Fund				
		To Be Adv Dt: 02/02/21									
		LOCAL_GOV				\$0 \$0 \$0 \$0 \$0	\$3,158,600	\$3,158,600	\$0	\$0	\$3,158,600
		STP_URB_SL				\$0 \$0 \$0 \$0 \$0	\$2,400,000	\$2,400,000	\$2,237,520	\$0	\$162,480
		Total				\$0 \$0 \$0 \$0 \$0	\$5,558,600	\$5,558,600	\$2,237,520	\$0	\$3,321,080
2	15910	Funding	NEWPROJ(15910)	2040	7	1 2700 West; 10000 S to 10200 S, Recon - So Jordan Cnty:FA-2040; MP 6.65 - 7.16	Reconstruct & Widening				
NEW		To Be Adv Dt:									
		LOCAL_GOV				\$0 \$0 \$0 \$0 \$0	\$118,932	\$118,932	\$0	\$0	\$118,932
		STP_URB_SL				\$0 \$0 \$0 \$0 \$0	\$834,268	\$834,268	\$777,788	\$0	\$56,480
		Total				\$0 \$0 \$0 \$0 \$0	\$953,200	\$953,200	\$777,788	\$0	\$175,412
2	15135	Scoping	S-R299(242)	2075	2	Bluffdale Reimbursement for Porter Rockwell Cnty:FA-2075; MP 2.38 - 2.62	TIF - Transportation Investment Fund				
		To Be Adv Dt: ST_TIF				\$2,500,000 \$0 \$0 \$0 \$0	\$5,712,565	\$8,212,565	\$0	\$8,212,565	\$0
2	15908	Funding	NEWPROJ(15908)	2076	4	1 1300 East; 2100 S to Highland Dr, Reconstruct, SLC Cnty:FA-2076; MP 3.55 - 4.59	Reconstruct no widening				
NEW		To Be Adv Dt:									
		LOCAL_GOV				\$0 \$0 \$0 \$0 \$0	\$95,000	\$95,000	\$0	\$0	\$95,000
		STP_URB_SL				\$0 \$0 \$0 \$0 \$0	\$3,806,300	\$3,806,300	\$3,548,613	\$0	\$257,687
		Total				\$0 \$0 \$0 \$0 \$0	\$3,901,300	\$3,901,300	\$3,548,613	\$0	\$352,687



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Kimball Art Center Letter of Intent.

Respectfully:

Michelle Kellogg, City Recorder



City Council Closed Session Staff Report

Subject: Sundance Institute and Kimball Art Center public/private partnership to jointly develop a Park City Arts & Culture District and Council adopt one-percent municipal Transient Room Tax

Author: Nate Rockwood

Department: Budget, Debts & Grants

Date: July 20, 2017

Item Type: Legislative

Summary Recommendation

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District.

Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District.

City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

Acronyms

TRT	Transient Room Tax
Kimball	The Kimball Art Center
IPCC	Intergovernmental Panel on Climate Change
PCMC	Park City Municipal Corporation
PCSD	Park City School District
Sundance	The Sundance Institute
MPD	Master Planned Development
TIF	Tax Increment Financing
BPE	Bonanza Park East
ACD	Arts and Culture District
FBC	Form-Based Code
LOI	Letter of Intent
BRT	Bus Rapid Transit

Background

Why Bonanza Park Matters...to the Future of Park City

A history of planning efforts in the Bonanza Park Area

Visioning – 2009 Vision Park City completed and incorporated into Bonanza Park planning.

On January 25, 2011, Planning staff presented a white paper entitled “From Visioning to Planning to Implementation – A Case Study of Bonanza Park”. This paper recommended that the 2009 Community Vision Core Values should be used as the foundation for the proposed General Plan and Bonanza Park Area Plan. The Planning Commission and City Council fully supported this approach and, ultimately, the Vision’s Core Values were fully utilized as the base for both documents. The Park City General Plan, adopted on March 6, 2014 included a neighborhood approach to address specific planning issues relative to individual neighborhoods. The “plan” for Bonanza Park is built upon the Core Values from community visioning and recommends: a mixed-use neighborhood in which locals live and work, a neighborhood which maintains its authenticity, a district that serves as the local employment hub, sustainable redevelopment practices, improved connectivity, a central hub for public transportation, improved entryways for the city, and a commitment to maintain the current character of the district.

Very early on in the planning process, the Planning staff was most concerned about the possible gentrification of the neighborhood in light of the fact that the entire city of Park City had essentially gentrified over the past two decades (e.g. significant increase in household incomes and transition to majority second home owners). Anecdotally, many Parkites have lamented the fact that over the past 20 years, an average income family cannot afford to live in Park City. This is gentrification on a citywide level. The Planning Commission and City Council were both supportive of the “plan” for Bonanza Park that stressed maintaining a place for locals. Recognizing the fact that development and redevelopment pressures within Park City have been significant over the past two decades, and that change and/or growth is inevitable in Bonanza Park, Planning staff created a plan that incorporated tools that would create a local’s neighborhood while also encouraging a better connected and walkable community.

Planning –The Bonanza Park Area Plan was completed on December 31, 2011 and incorporated into the 2014 Park City General Plan (adopted March 6, 2014).

Upon completion of the City’s General Plan in March 2014, Planning staff reinitiated work with Gateway Planning on the proposed FBC for Bonanza Park. The FBC is the implementation tool for the Bonanza Park Area Plan in terms of achieving desired land uses, building fabric, design standards, block configuration, and connectivity. This code also incorporates an incentivized program to encourage additional affordable/attainable housing if a developer intends to add a partial fourth or fifth story. This provision within the proposed code stemmed from a series of City Council meetings that took place in the summer of 2011 regarding redevelopment planning. The consultant walked City Council members and city staff through a number of growth scenarios for Park City and how these growth pressures could best be addressed – everything from “do nothing” to the utilization of a strong set of planning tools to shape this future growth. Ultimately, the City Council and Planning Commission recommended a proactive approach to planning for this neighborhood with the intent to protect the uses and residential mix that currently exists. There was recognition that the aesthetic character of the neighborhood could be improved but the local businesses and demographic mix were to be preserved to the greatest extent possible. However, upon extensive public input on the proposed FBC and its complexity in 2015, the City Council decided not to pursue the code changes and instead focus on

the General Plan and Area planning implementation with existing (and updated) Master Plan Development regulations.

General Overview of Bonanza Park recent planning efforts, including Form-Based Code:

- April 14, 2010 – Planning Department presents planning strategies, FBC, and design concept for Bonanza Park to the Planning Commission
- April 22, 2010 – Planning Department presents planning strategies, FBC, and design concept for Bonanza Park to the City Council
- June 17, 2010 – Planning Department presents Bonanza Park long range planning informational session to a joint City Council/Planning Commission meeting
- January 25, 2011 – Planning Department presents a white paper, From Visioning to Planning to Implementation – A Case Study of Bonanza Park, to the City Council at the Visioning Retreat
- July, August, September 2011 – Planning Department presents Bonanza Park long range planning presentations at a series of four City Council Work Sessions
- December 31, 2011 – Planning Department completes the Bonanza Park – An Evolution of Plan area plan
- January 12, 2012 – Planning Department requests direction regarding Bonanza Park Area Plan and implementation at a joint City Council/Planning Commission meeting
- April 1, 2012 – PCMC signs contract with Gateway Planning to create a FBC for the Bonanza Park neighborhood
- Spring, Summer 2012 – Various Stakeholder meetings for Bonanza Park District held
- Fall 2012, Winter 2012, Spring 2013 – Various City Council meetings held to discuss Substation Relocation
- October 24, 2012 – Planning Department presents first draft of FBC to a joint City Council/Planning Commission meeting
- May 8, 2013 – Planning Departments holds work session with Planning Commission to discuss Bonanza Park Area Plan and FBC
- May 16, 2013 – Planning Department reviews Bonanza Park Area Plan and requests direction on draft FBC at a joint City Council/Planning Commission Work Session
- May 22, 2013 – Planning Department presents draft FBC at a Planning Commission meeting
- June 12, 2013 – Planning Department seeks policy direction on draft FBC at a joint City Council/Planning Commission work session - PCMC recommends putting the FBC work on hold to focus efforts on completing the General Plan
- March 6, 2014 – Adoption of the General Plan by the City Council with the Bonanza Park neighborhood plan and FBC recommendation incorporated
- May 13, 2014 – Planning Department reintroduces the draft FBC to a joint City Council/Planning Commission meeting
- June 12, 2014 – Bonanza Park Public Work Session with City Council on Bonanza Park Infrastructure
- August 6, 2014 – Planning Department presents draft FBC for discussion to Planning Commission in Special Meeting
- September 16, 2014 – Planning Department presents draft FBC for discussion to Planning Commission
- October 8, 2014 – Planning Department presents draft FBC for discussion to Planning Commission

- October/November 2014 – City Council recommends increased public outreach to property owners and public

In 2015, following additional public outreach, the City Council formally discontinued the FBC ordinance process. The land owner, who was waiting for a final determination on FBC regulations, re-initiated its MPD land use application. In May 2017, the City purchases the Yard South parcel primarily for affordable housing.

The Opportunity

City Council is proposing to jointly develop the Bonanza Park East property, a 5.25-acre parcel on the corner of Kearns Blvd and Bonanza Drive, for the purpose of creating the Park City Arts and Culture District. The Letters of Intent specifies that Park City, Sundance Institute, and the Kimball Art Center will jointly engage in a joint, collaborative planning and design process. This will include public outreach and compatibility with Park City's General Plan, Area Zoning and Land Management standards, such as height and design standards for Bonanza Park, as well as a full transportation study. Additionally, the City will also conduct a community engagement process focused on the other potential uses, other than the Sundance and Kimball buildings, that will help to create connectivity, walkability and vibrancy. The proposed Arts & Culture District pulls together a compelling series of opportunities for the community:

- Allow City Council to shape the future of the Bonanza Park area by partnering to secure approximately 20% of the landmass in the area and developing a vision of a sustainable, walkable, livable, vibrant community Arts & Culture District; and
- Will create a permanent location for Sundance and Kimball in Park City, in a core neighborhood within the city;
- Forward the City's Critical Priorities of Transportation, Housing and Energy by creating a net zero district that includes a transit hub in Bonanza Park with mixed-use neighborhoods that include affordable housing;
- Investment in a new cultural hub, which could transcend the traditional resident and visitor tug of war by providing educational and cultural enrichment creating a new dynamic sense of place, consistent with the General Plan;
- Further support Council's Energy Goal by using Bonanza Park as an economic climate adaptation strategy: As Park City's ski industry will be impacted, increasingly, by global warming, arts & culture tourism can fill in gaps while leveraging the existing tourism infrastructure of hotel rooms, restaurants and the transit system;
- The Bonanza Park Transit Center will be a key connector for the internal city circulator and with the BRT improvements to SR248 will facilitate the activation of the Richardson Flat Park and Ride; and
- Provide long-term economic diversification without adding disproportionate impacts of growth.

The Park City Arts and Cultural Area in Bonanza Park would be comprised of a mixed-use development area with the Sundance Institute and Kimball Art Center buildings featured prominently as anchor destinations. The Arts and Cultural Area would potentially be supported by:

- A small shared-space building for arts & culture non-profits;
- Additional retail, dining and office space; and

- A Transit Hub and Parking Facility will be located within the retail-walking corridor, which will facilitate foot traffic throughout the District.

The Bonanza Park Area will also include:

- Significant affordable housing locations, which will provide a mixed-use live work environment for locals.
- The retail corridor and arts and culture area will include ample outdoor walking and plaza space to facilitate outdoor activities.
- Affordable living space on a walkable one-block corridor connected to the Bonanza Park Public Transit Hub and Parking facility.

The Vision for the area is to create:

- a gathering place for locals;
- a destination for visitors to Park City;
- an integrated independent film and art center with local and international; and community draw and appeal.

Through early discussions about the potential uses that could be housed in their buildings, Sundance and Kimball have developed some high level concepts for their facilities:

Sundance Institute is envisioning a 40,000 to 45,000 sq. ft. destination facility consisting of engaging exhibits and services that are open year-round to the public. It is envisioned to house a 300-seat theatre to serve as a venue during the annual Sundance Film Festival, offer community screenings throughout the year and be available for rental/use by other community groups. The building will establish a year-round, physical, recognizable, publicly-accessible hub for Sundance Institute and Sundance Film Festival.

The Kimball Art Center initially envisions a 30,000 sq. ft. building with the opportunity to expand to 40,000 sq. ft. The building will likely house galleries, studio and maker spaces for painting and drawing, ceramics, metal-working, glass fusion and other disciplines, photo labs, and an interactive children's center. The building will be a showcase for local art and provide a community gathering place for locals and visitors to learn and create.

In preliminary visioning meetings with both Sundance and Kimball, both partners expressed a strong preference for a location within Park City. Both parties are considering future capital campaigns to fund the land acquisition and building construction. Sundance and Kimball are proposing significant infrastructure, which will provide an anchor for the Arts & Culture District, however both feel that other supporting arts and culture space, as well as retail, restaurant, and office space will be necessary for a successful district.

The Letters of Intent outline with both Kimball Art Center and Sundance Institute this process and outline other terms of intent. They also specify that the City will renegotiate the terms including the end dates of the Master Festival License agreements. The current MFL for Sundance ends after 2026 and Kimball Art Center ends after 2021.

Additive Value and Diversification: A New Opportunity to invest in Park City

The City has continued to invest significant capital and operating dollars into the community. Capital investment has come in the form of renovations and asset

improvements such as the Library, MARC, City Hall and sidewalks, streets and storm drain systems. These investments can revitalize current services the City provides and can be broadly classified as maintaining and updating the City's assets. The City is also investing significantly in transportation improvements, water infrastructure and affordable housing. These improvements can be classified as meeting and mitigating the demands of growth. Net zero, environmental expenditures and open space acquisitions help to preserve the environmental quality of life and protect the community from the effects of growth.

An Arts and Culture District represents an entirely new kind capital investment. It goes beyond maintaining and renovating existing buildings, beyond mitigating the effects of growth or resort congestion. It represents an opportunity for the community, using visitor-generated funds, to invest in Park City and solidify the community value of art and culture. This is an opportunity to invest in Park City as a community. Over the years, as the Sundance Film Festival and Kimball Arts Festival have grown, they have come to represent a significant piece of what Park City is, a cultural quality, which sets Park City apart from other ski towns, a quality which uniquely matches the ideals and views of the community.

The creation of the Park City Arts and Culture District, featuring the Sundance Institute and Kimball Art Center as key anchor locations for Park City locals and guests, represents an opportunity to for the City to invest in itself as a unique and iconic town. A chance to go beyond maintaining, preserving and mitigating, and actually being a part of further creating the essence of what is Park City.

Analysis

Park City intends to purchase a 5.25-acre parcel in Bonanza Park for \$19.5-million to create the Park City Arts & Culture District. Funds for purchase, development, and maintenance will be generated by overnight visitors via a one-percent municipal transient room tax. No additional taxes will be assessed on Park City residents. The City intends to issues sales revenue bonds against the municipal TRT. It is anticipated that sales revenue bonds will be issued and sold no later than December 31, 2018. The property will be sold to the City, to close no later than January 31, 2018. If the City does not issue the bonds, the property deal will terminate and the \$100,000 earnest money deposit will be returned to the City.

The District will be anchored by a new Sundance Institute facility and a new Kimball Art Center; these two entities intend to purchase from the City the land on which their buildings will sit. The Sundance Institute and Kimball Art Center intend to independently fund and construct their respective buildings.

The District will be jointly planned, designed, and executed through a public-private partnership composed of Park City Municipal, the Sundance Institute, and the Kimball Art Center. This Letters of Intent (see Attachments B and C) specify that Park City, Sundance Institute, and the Kimball Art Center will jointly engage in a collaborative planning and design process. This will include public outreach and compatibility with Park City's General Plan, Area Zoning and Land Management standards, such as height and design standards.

Park City will build and own the underground, surface, and structured parking facilities which will support the use of the district. It is anticipated that the site will require

approximately 400 parking spaces to meet the requirements of Park City's Land Management Code. Park City will also build and operate the Bonanza Park Transit Hub within the district.

Park City will create open spaces and common areas in addition to approximately 60,000-to-90,000 square feet of city-owned building space designed to support and complement the Arts and Culture concept.

Arts and Culture – Bonanza Park East and Yard South Master Plan Development

The City intends to jointly plan the Arts and Culture District - Master Planned Development (MPD) through a collaborative partnership between the City and Sundance Institute and Kimball Art Center. The City also intends to include planning the Arts & Culture District in context of a larger MPD area planning process which will also include the recently acquired Yard South property and other City property. This larger planning process may be beneficial to the overall Bonanza Park Area in several ways.

A larger planned footprint could facilitate area improvements in the following ways:

- Transportation - improved site access for auto, transit and pedestrian flow.
- Transportation Hub – A transit hub in the district will mitigate traffic, facilitate the activation of the Richardson Flat Park and Ride Lot and provide a strategically located internal circulator point. A transportation hub in the area will also activate the Arts and Culture District.
- Improve Parking Options – a large master plan can take advantage of shared parking facilities, which will reduce congestion in the Arts & Culture District and will allow the development to take advantage of economies of scale in parking construction cost and use.
- Affordable Housing Requirements – The City is pursuing significant affordable housing options in the Bonanza Park Area. A public/private partnership MPD can take advantage of planned affordable housing in the area, which will allow the area design to incorporate the correct location of affordable housing, parking and arts & culture areas along with retail, office space and restaurants, which are fully integrated to maximize use.

Proposed Funding

Municipal Transient Room Tax

A transient room tax is a set sales and use tax rate levied on the rental price of temporary lodging for stays of less than 30 consecutive days. Utah code currently allows both cities and counties to levy an independent transient room tax. State code allows counties to levy a countywide TRT up to 4.25% and cities to levy a municipal TRT up to 1%. The county and city TRT rates are not mutually exclusive.

Therefore, the total overlapping levy within a city and county can be 5.25% (there are special circumstances within state code which allow for a city or county to apply additional TRT rates; however, these circumstances are not applicable to Park City or Summit County). A TRT is applied in addition to other applicable sales tax rates. Because the TRT is a lodging tax, the tax does not have a direct impact of the affordability to the local resident.

**County Transient Room Tax -
By County in Utah**

Location	TRT
Salt Lake County	4.75%
Beaver County	4.25%
Box Elder County	4.25%
Carbon County	4.25%
Daggett County	4.25%
Davis County	4.25%
Emery County	4.25%
Garfield County	4.25%
Grand County	4.25%
Iron County	4.25%
Kane County	4.25%
Morgan County	4.25%
San Juan County	4.25%
Sanpete County	4.25%
Sevier County	4.25%
Uintah County	4.25%
Utah County	4.25%
Wasatch County	4.25%
Washington County	4.25%
Wayne County	4.25%
Weber County	4.25%
Tooele County	3.50%
Cache County	3.00%
Duchesne County	3.00%
Juab County	3.00%
Millard County	3.00%
Piute County	3.00%
Rich County	3.00%
Summit County	3.00%

Currently Park City does not levy a 1% municipal TRT. Summit County's current TRT rate is 3% countywide. State code limits the use of the Summit County TRT to (1) establishing and promoting recreation, tourism, film production, and conventions or (2) acquiring, leasing, constructing, furnishing, maintaining, or operating: convention meeting rooms; exhibit halls; visitor information centers; museums; sports and recreation facilities including practice fields, stadiums, and arenas; and related facilities.

The use of municipal TRT funds are not limited, but are allowed for municipal uses as defined by state code.

TRT across the State of Utah

TRT within Park City and Summit County are currently at the lowest level (3.00%) of any City and County statewide. 72 cities in the state levy at least the 1% TRT, including Heber and Midway. Among these 72 cities included all but three cities in the Salt Lake Valley. It should be noted that during the last Utah State legislative session, the State adopted a .32% statewide transient room tax. This tax will become effective January 1, 2018 and be applied to all overnight lodging purchases throughout the state.

All 29 counties in the state levy a county TRT. All but seven, including Summit County, levy the full 4.25% (Summit County TRT is at 3.00%). Cities in Salt Lake Valley generally have among the highest TRT rates at 5.75%; Moab also has a TRT of 5.75%. Sandy City and West Valley City have the highest TRT rates at 6.25%. Heber, Midway, and the majority of cities in Washington County have a TRT of 5.25%. Even with a 1.00% municipal TRT, Park City would be among the lowest TRT lodging rates in the State. (See table below – Transient Room Tax by Notable Cities in Utah)

Transient Room Tax - by Notable Cities in Utah					
Location	TR	TM	TA	TT	Total Trans Rate
Sandy	4.25%	1.00%	0.50%	0.50%	6.25%
West Valley City	4.25%	1.00%	0.50%	0.50%	6.25%
Moab	4.25%	1.00%	0.50%		5.75%
Cottonwood Heights	4.25%	1.00%		0.50%	5.75%
Draper	4.25%	1.00%		0.50%	5.75%
Holladay	4.25%	1.00%		0.50%	5.75%
Midvale	4.25%	1.00%		0.50%	5.75%
Millcreek	4.25%	1.00%		0.50%	5.75%
Murray	4.25%	1.00%		0.50%	5.75%
Salt Lake City	4.25%	1.00%		0.50%	5.75%
South Jordan	4.25%	1.00%		0.50%	5.75%
South Salt Lake	4.25%	1.00%		0.50%	5.75%
West Jordan	4.25%	1.00%		0.50%	5.75%
Provo	4.25%	1.00%	0.50%		5.75%
Lehi	4.25%	1.00%			5.25%
Orem	4.25%	1.00%			5.25%
Heber	4.25%	1.00%			5.25%
Midway	4.25%	1.00%			5.25%
Kanab	4.25%	1.00%			5.25%
St George	4.25%	1.00%			5.25%
Ogden	4.25%	1.00%			5.25%
Brian Head	4.25%	1.00%			5.25%
Alta	4.25%			0.50%	4.75%
Riverton	4.25%			0.50%	4.75%
Bryce Canyon	4.25%				4.25%
Park City (with new 1% TRT)	3.00%	1.00%			4.00%
Park City (current)	3.00%				3.00%
Snyderville Basin Tr Dist	3.00%				3.00%

*Effective January 1, 2018 a Statewide TRT of .32% will be collected

3.00% is the lowest TRT in any location in Utah

TR = Transient Room Tax (TRT) county-wide

TM = Municipal Transient Room Tax

TA = Additional Municipal TRT

TT = Tourism Transient Room Tax

Utah is actually quite low compared to many destination cities. Attachment A shows a comparison of destination cities in the US and Utah. This list has been updated to show major destination and convention center cities.

Park City Municipal TRT Revenue Estimate

It is estimated, that a 1% TRT in Park City would generate approximately \$2.2 to \$2.4 million annually. If leveraged to 65% of the revenue, over 15 years, a 1% TRT would allow the issuance of up to \$23 million in bonds. After annual debt payments, the city would also collect approximately \$850,000 in cash annually from the other 35%. These figures would likely increase annually with inflation or additional lodging growth. Cash and debt from the municipal TRT, Transit and Transportation Fund, Affordable Housing funds and funds received from the sale of land to Kimball and Sundance would allow the City sufficient funds to develop infrastructure supportive to the District.

Because the TRT only applies to short term-lodging, the tax could be considered a progressive sales tax; the tax has minimal direct impact on the local resident. The tax is applied only to overnight stays.

Implementation of a Municipal TRT

Because the tax does not apply to the local citizen, a citywide vote or truth-in-taxation hearing is not required or authorized by state code. The City enacts the tax by providing notice to the tax commission that the City intends to enact the tax and specifies in the notice, the effective date of the tax, the proposed rate of the tax and the statutory authority to enact the tax. The tax will become effective on the first billing quarter after a 90-day period beginning on the day the tax commission receives the notice from the City. Adoption of the notice requires the approval of City Council by Ordinance enacting the tax (see attachment E). The 90-day period is an administrative period to allow the tax commission the ability to provide businesses notification of the tax. It is not a contest period.

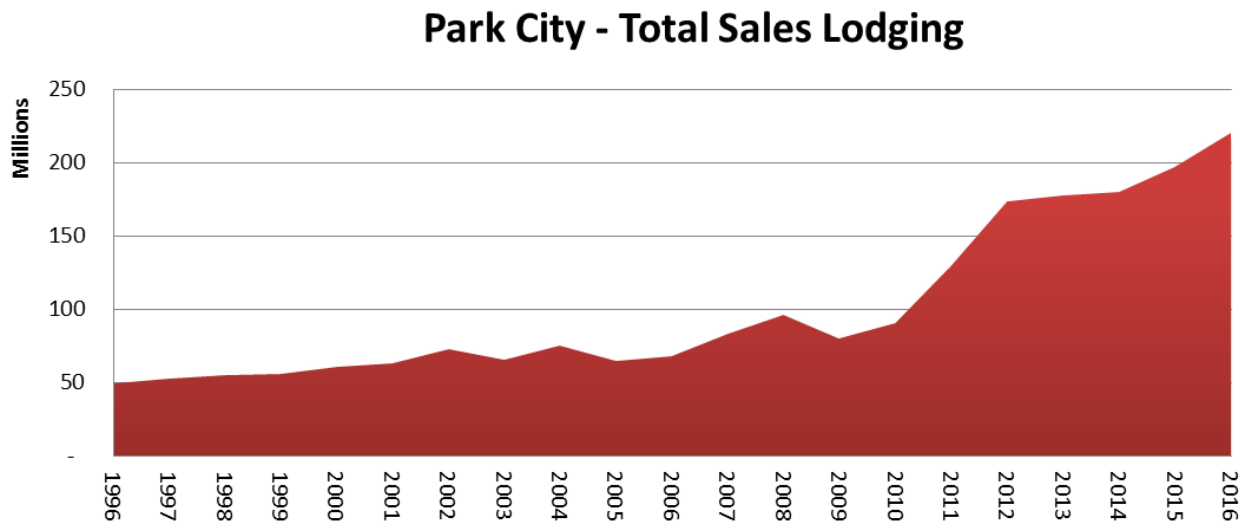
Therefore, if City Council were to enact the tax and provide notice to the Tax Commission in July, the 90-day period would end in September, and the tax would go into effect January 1. It should be noted that nearly 60 percent of the total lodging sales occur between January 1 and March 31 and another 20 percent come between October 1 and December 31. In order to issues sales revenue bonds sufficient to close on the Bonanza Park East property by January 31, 2018, the municipal TRT must be adopted within a time period that will allow the tax to be collected by January 1, 2018. Staff recommends that the TRT be adopted by July 20, 2017, this will allow the sales revenue bonds issuance process to start in August to be sold before December 31, 2017.

Impacts on Lodging Sales

As mentioned above, the TRT is levied on the overnight stay. Lodging sales in Park City have seen the most significant growth when compared to all other industries. This strong growth is due to:

- significant new development in the last several years;
- higher end offerings resulting in increased revenue spending per stay (RevPAR);
- a recovering leisure economy;
- and the impacts associated with Vail Resorts marketing strategies (epic pass).

In fact, lodging sales growth is primarily responsible for the overall city sales tax growth in the last five years. The following graph details the increase in lodging sales over that last 20 years. As show in the nationwide lodging tax comparison table (attachment A) and the County and City tables (see above), Park City will remain low in lodging tax statewide and among major destinations. The enactment of the Park City 1% municipal TRT is not expected to place Park City at a disadvantage within the ski destination lodging market.



The following highlight the pros and cons of a TRT funding strategy:

Pros

1. Funding decisions are made by City Council; this option effectively eliminates the majority of potential CRA (tax Increment Financing hang-ups (maximum returns and maximum density).
2. Project revenue needs are not increment based- the development can be phased in accordance with master cultural planning and partner contribution as opposed to being reliant upon private sector, front loaded development:
 - a. Project could include a more arts and culture elements or nonprofit community partners
 - b. Ability to add or retain “locals’ area” in the district.
 - c. High-density and high-tax values are not required to drive increment growth
 - d. Interlocal agreements are not required; no revenue comes from school district property tax growth.
 - e. City would not be required to take on tax increment risk
 - f. City could issue sales revenue bonds at much lower cost than TIF bonds
 - g. City is able to develop at lower density and height without risk of undercutting tax revenue generation needed in a TIF funded project.

3. TRT is an ongoing revenue source, which could be used to further expand the Arts and Culture District or be allocated towards other critical and top priorities or other redeveloping districts with in the City which have a community benefit.
4. Tax would not affect local affordability issues and local arts and culture district would add to the local quality of life.
5. More space could be dedicated to affordable and attainable housing while reducing the need to include high dollar overnight lodging option or high-end nightly rental condos needed to drive tax increment.
6. TRT could eliminate the need to expand land requirements outlined under the Area Planning - Master Plan Development process – no variances for additional density.

Cons

1. City Council could potentially face opposition from business stakeholders such as Lodging Association and tax opponents.
2. City Council could not use potential TRT revenue in the short term for other critical priorities (until debt is retired).

Park City's Current Indebtedness and Debt Capacity

Park City Municipal Corporation currently issues three types of debt. 1) General Obligation Bonds levied by a vote against property tax value of the City (such as the recent Bonanza Flat open Space bonds). 2) Sales revenue bonds levied against sales revenue which has been adopted by City Council after a vote (such as the Additional Resort Community Sales tax in 2014).3) Utility fee revenue bonds, which are issued against water rates for the purpose of building water utility infrastructure.

State Policy limits a City to not exceed 4% of the assessed valuation of the City. City policy further restrict the City to not exceed 2% of the assessed valuation of the City. With the issuance of the \$25 million Bonanza Flat bonds, the City is currently at 0.138% of the City's assessed valuation. The City continues to follow a policy to not exceed a 15-year term on any debt. Currently the city has \$6,416,184 in debt payable in FY 2018. This debt drops off by half to \$3,279,488 by 2025 and to \$0 in 2033. The City continues to improve the finical position related to debt. With the issuance of the 2017 Bonanza Flats GO bonds the City was upgraded by Moody's Investment services to the highest Rating of Aaa (equivalent to AAA with S&P and Fitch).

The City does not issue sales revenue debt against sales tax that is received in the General Fund. In 2014, after voter approval the City adopted a 0.5%, Additional Resort Community Sales Tax. This revenue was dedicated to capital improvement projects, open space acquisitions and land acquisitions for affordable housing. The City has issued two bonds against this revenue - the 2014 and 2015 series sales revenue bonds. Currently the Additional Resort Community Sales Tax is leveraged at 25% of the annual revenue generated by the dedicated tax source. The City has nearly 15 times coverage on its three outstanding sales revenue bond issuances.

The City intends to issue no more than 65% of revenue in debt against the municipal TRT for no more than 15-year terms.

Proposed Arts and Culture District Planning Process and Timeline

The following timeline outlines key dates moving forward:

- **July 7 - Joint Press Release** between Park City Municipal, Sundance Institute and Kimball Art Center.
- **July 11 – Community Open House** with Park City Mayor Jack Thomas and City Staff, Sundance Institute and Kimball Art Center (Community Room, Park City Library, 5:00 to 6:30 p.m.).
- **July 13 City Council Meeting**, City Staff Present:
 - Arts & Culture District Concept Plan;
 - TRT Funding Plan;
 - Letters of Intent; and
 - Purchase Agreement.
- **July 20 City Council Meeting**, City Council approve and adopt:
 - 1% municipal Transient Room Tax;
 - Kimball Art Center and Sundance Institute Letters of Intent; and
 - BPE Land Purchases Agreement.
- **July-August 2017** - Begin joint RFP for planning and design process for Bonanza Park MPD with Sundance Institute and Kimball Art Center.
- **Aug 17, 2017** Council authorize resolution for issuance of Sales Revenue Bonds.
- **October 5, 2017** bonds parameter resolution adopted.
- **November/December - TRT Sales Revenue bond sale**
- **Jan 1, 2018** - 1% Municipal Transient Room Tax effective date.
- **Jan 2018 – Bonanza Park East** property closing before January 31, 2018.
- **May to June 2018 – MPD process** – Intended Land purchase with MPD and vested approval rights (Sundance and Kimball).

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District.
2. Council should adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purpose of jointly planning and developing the Park City Arts and Culture District.
3. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018.

Pros

- a. Allows the City to “get into the game” to effectuate the City’s redevelopment vision in Bonanza Park without sacrificing core “Keep Park City Park City” values;
- b. Addresses City Council’s Transportation, Housing & Energy Goals;

- c. Creates an arts and cultural area with opportunities and relevancy for locals and visitors;
- d. Takes advantage of the easiest lateral economic move possible; stick with tourism and augment skiing with arts & culture tourism while creating an area locals can enjoy.
- e. Adoption of the transient room tax in July will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July.

Cons

- a. May not allow time for a comprehensive evaluation of all other future potential economic opportunities that Park City could pursue;
- b. Would require City Council take quick action with short period for public input. Extensive public input will be taken during the planning process (MPD).
- c. While a key location in the center of Park City, 5.25 acres is limited when evaluating all potential needs and uses in the context of the City's goals.

Funding

Funding of the proposed Park City Arts and Culture District are outlined above and would come from a combination of City funds including a 1% Municipal TRT, Transportation and Parking Fund, and designated affordable housing funds. The District will also be funded through a public private partnership with the Sundance Institute and Kimball Art Center who intend to fund the entirety of building design, land and building construction costs related to each respective building in the District. The Arts and Culture Master Plan Development (MPD) will be a joint City, Sundance, Kimball process that will include public outreach and follow the process required in the Park City Budget Procurement and Contracting policy. Funding for the MPD process will come from the Bonanza Park Development project as adopted in the City Budget and 5-Year Capital Improvement Plan.

Furthering the Goals of the General Plan

The Natural Setting chapter of the General Plan discusses the length the impacts of climate change on many aspects of Park City, including our economy. Goal Number 6 of the General Plan states: Climate Adaptation: Park City will implement climate adaptation strategies to enhance the City's resilience to the future impacts of climate change. <http://www.parkcity.org/home/showdocument?id=12386> page 62

In the Sense of Community chapter of the General Plan also specifically discusses the idea of a "Film Festival Campus/Center" under a section titled "Strategy: Year-Round Economic Generators" <http://www.parkcity.org/home/showdocument?id=12371> page 106

Lastly, in the aforementioned chapter of the General Plan, there is a section titled "Strategy: Attracting and Retaining the Creative Class" <http://www.parkcity.org/home/showdocument?id=12371> page 112

Furthermore, Arts & Culture are one of the keys to a Complete Community: <http://www.completecommunities.org/> answers the question “What is a complete community?” as follows:

We define a Complete Community as one that incorporates elements that contribute to the quality and character of the places where people live, work, move and thrive.

- **LIVING** - TO CREATE AND PRESERVE COMMUNITIES THAT PROVIDE AFFORDABLE HOUSING, INTEGRATED TRANSPORTATION SYSTEMS, AND QUALITY EDUCATION
- **WORKING** - TO ENHANCE REGIONAL ECONOMIC PROSPERITY THROUGH JOBS, TRAINING AND EDUCATION ACCESSIBLE TO PEOPLE WHICH ARE DESIGNED TO RETAIN AND ATTRACT NEW BUSINESSES
- **MOVING** - TO PROMOTE INCREASING AND IMPROVING MOVEMENT AROUND THE REGION USING PUBLIC TRANSIT, ELECTRIC CARS, AND ENCOURAGING WALKING AND BICYCLING TO ACHIEVE BETTER PHYSICAL WELL-BEING
- **THRIVING** - TO SUPPORT COMMUNITIES THAT PROVIDE ACCESS TO HEALTHY FOODS, ARTS, RECREATION, AND ENTERTAINMENT, WHICH MAKE US HAPPY AND FEEL MEANINGFUL THROUGH ACTIVE CIVIC ENGAGEMENT

Attachment

A – Lodging Comparison

B – Kimball Art Center Letter of Intent

Total Lodging Tax - Park City and Summit County*		
City/Town	Total Lodging Sales Tax Rate	*Rate Including 0.32% Statewide TRT (effective Jan. 1, 2018)
St Louis, MO	17.93%	17.93%
Columbus, OH	17.50%	17.50%
Chicago, IL	17.40%	17.40%
Knoxville, TN	17.25%	17.25%
Indianapolis, IN	17.00%	17.00%
Houston, TX	17.00%	17.00%
Kansas City, MO	16.85%	16.85%
San Antonio, TX	16.75%	16.75%
Atlanta, GA	16.50%	16.50%
Cleveland, OH	16.50%	16.50%
Lincoln, NE	16.48%	16.48%
San Francisco, CA	16.33%	16.33%
Wichita, KS	16.25%	16.25%
Louisville, KY	16.07%	16.07%
New Orleans, LA	15.75%	15.75%
Los Angeles, CA	15.69%	15.69%
Seattle, WA	15.60%	15.60%
Shreveport, LA	15.60%	15.60%
Baltimore, MD	15.50%	15.50%
Philadelphia, PA	15.50%	15.50%
Portland, OR	15.30%	15.30%
Charlotte, NC	15.25%	15.25%
Nashville, TN	15.25%	15.25%
Santa Fe, NM	15.19%	15.19%
Milwaukee, WI	15.10%	15.10%
Stamford, CT	15.00%	15.00%
Little Rock, AR	15.00%	15.00%
Detroit, MI	15.00%	15.00%
Dallas, TX	15.00%	15.00%
Denver, CO	14.75%	14.75%
New York, NY	14.75%	14.75%
Washington, DC	14.50%	14.50%
Boston, MA	14.45%	14.45%
Mammoth, CA	14.00%	14.00%
Mobile, AL	14.00%	14.00%
Honolulu, HI	13.96%	13.96%
Oklahoma City, OK	13.88%	13.88%
Moab, UT	13.85%	14.17%
Kanab, UT	13.20%	13.52%
Brian Head, UT	13.20%	13.52%

Alta, UT	13.10%	13.42%
Sandy, UT	13.10%	13.42%
Miami, FL	13.00%	13.00%
Salt Lake City, UT	12.60%	12.92%
Midway, UT	12.60%	12.92%
Provo, UT	12.60%	12.92%
Park City, UT (with City TRT 1.00% & State .32% TRT)		12.77%
Crested Butte, CO	12.50%	12.50%
Park City, UT (with new City TRT 1.00%)	12.45%	
Ogden, UT	12.35%	12.67%
Bryce Canyon, UT	12.30%	12.62%
Sun Valley, ID	12.00%	12.00%
Napa, CA	12.00%	12.00%
Price, UT	11.85%	12.17%
Vernal , UT	11.80%	12.12%
Breckenridge, CO	11.68%	11.68%
Steamboat Springs, CO	11.65%	11.65%
St George, UT	11.60%	11.92%
Heber, UT	11.50%	11.82%
Park City, UT (Current)	11.45%	11.77%
Aspen, CO	11.30%	11.30%
Beaver, UT	11.20%	11.52%
Logan, UT	10.60%	10.92%
Monterey, CA	10.50%	10.50%
Telluride, CO	10.40%	10.40%
Wasatch County, UT	10.20%	10.52%
Stowe, VT	10.00%	10.00%
Placer County, CA	10.00%	10.00%
South Lake Tahoe, CA	10.00%	10.00%
Vail, CO	9.80%	9.80%
Wendover , UT	9.70%	10.02%
Summit County, UT (Current)	9.55%	9.87%
Jackson, WY	8.00%	8.00%
Bozeman, MT	7.00%	7.00%

***Effective January 1, 2018 - A Statewide Utah TRT of .32% will be collected**

Sales Tax on Groceries - Park City & Summit County	3.00%
Sales Tax on all other Goods and Services - Park City	7.95%
Sales Tax Restaurants - Park City	8.95%

**LETTER OF INTENT BETWEEN PARK CITY MUNICIPAL
COPORATION (“PCMC”) AND THE KIMBALL ART CENTER (“KAC”).**

**(PCMC and KAC may be referred to individually as a “party” and
collectively as “parties.”)**

July 6, 2017

**RE: DEVELOPMENT OF THE PARK CITY ARTS AND CULTURE DISTRICT (the
“District”).**

This Letter of Intent (“LOI”) outlines the agreement of the parties to participate in the development of the District. This LOI will facilitate PCMC’s adoption of a Municipal Transient Room Tax, pursuant to Utah Code § 59-12-3A et seq, as amended, and the approval of the Bonanza Park East purchase agreement. The parties intend to create the District in conjunction with the Sundance Institute (“Sundance”) and to that end PCMC will be entering into a similar LOI with Sundance.

The below terms are agreeable to the parties and the parties intend as follows:

- PCMC shall notice the purchase agreement for the Bonanza Park East property (see image attached hereto as Exhibit A) and enactment of a 1% Municipal Transient Room Tax for the purpose of acquiring Bonanza Park East for public hearing on July 13, 2017, with possible action on July 20, 2017.
- PCMC shall issue debt against the sales tax revenue generated by the tax.
- PCMC shall close on the acquisition of Bonanza Park East no later than January 31, 2018.
- PCMC, KAC and Sundance shall participate in the joint planning and design of the District with the intention of obtaining the approval of a Master Planned Development (“MPD”).
- The MPD process before Planning Commission and plat amendment before City Council shall run concurrently. Either party or KAC may decide to jointly or independently proceed with detailed architectural planning of their individual building(s) consistent with the MPD process at their own expense.
- PCMC shall issue a Request for Proposal (“RFP”) for the site plan, engineering and design component of the MPD. PCMC, at KAC’s request, may include a project scope alternative for additional design/architectural services for and to be paid by KAC.

- Subject to compliance with PCMC budget contract policies, the RFP for the MPD consultant(s) shall be approved by PCMC, Sundance and KAC by consensus vote.
- In planning and developing the District, all parties acknowledge that a central purpose of the District is to inspire creative expression and therefore agree to strive for a design of such District that is artistically and architecturally significant, so long as such design complies with City code.
- PCMC shall be the applicant and shall pay all costs associated with the MPD application and design costs of plans sufficient for a complete application. KAC may at its own cost procure additional detailed plans concurrently, including individual architectural plans of its Facilities.
- The MPD will adhere to the General Plan and Park City Land Management Code. No application for height exceptions are contemplated at this time.
- Once the MPD is approved and KAC has vested approval rights, KAC shall purchase from PCMC all land connected with and/or appurtenant to its new art center (“Facilities”) as determined in the joint MPD process at a projected cost of \$2,925,000 for approximately 15% of the site or 34,230 sq. ft. at \$85.5 per square foot.
- PCMC shall reserve an easement in the sale of land to KAC for the purpose of constructing underground parking, utilities and common facilities. PCMC shall be responsible for any environmental site remediation as part of the Parking Easement and Purchase Agreement.
- KAC will act as an anchor destination, along with Sundance, and will be located prominently in the District.
- KAC’s Facilities shall include a building consisting of office space, galleries, studios, kiln rooms, photo labs, a gift shop, a restaurant/café, and similar amenities (approximately 30,000 to 40,000 sq. ft.). KAC shall cover the full cost of building and engineering/design costs associated with its Facilities.
- KAC shall coordinate Facility design with overall master plan and parking design.
- The parties shall consider additional, creative ways to support the anchor tenants and future success and activities of the District in a continuous way, such as a management board supported by a percentage of annual transient room tax revenue.
- KAC shall reserve the right to sell any land purchased by KAC within the District should KAC determine in its sole discretion that it is not able to construct its Facilities. PCMC shall have a right of first refusal to purchase the land at the same price as that paid to PCMC by KAC.
- PCMC shall construct office and retail space, restaurants/café, event spaces, plazas, public ingress and egress, public art, nonprofit space complimentary to the District, affordable or attainable housing, and an innovation technology center or innovative food concept center, etc. (approximately 60,000 to 90,000 sq. ft.).

- PCMC shall construct, own, maintain, and operate approximately 400 parking stalls, including underground, surface and aboveground structured as determined necessary to serve the District by the MPD.
- PCMC shall construct and operate a transit connection hub within or adjacent to the District.
- PCMC shall retain ownership, management and control of all parking for the facilitation of the District.
- KAC shall pay an agreed rental amount to PCMC from the date of PCMC's closing on the Bonanza Park East property, or until such rents are assigned to PCMC, until KAC discontinues its operations from 1401 Kearns Blvd.
- PCMC shall hold all rents received from KAC and apply them as a credit towards the purchase by KAC of the land used for its Facilities.
- KAC and PCMC agree to renegotiate the Master Festival License Agreement dated December 19, 2016 between PCMC and KAC to incorporate, among other things, use of the new Facilities, special event use of flex plaza space, City parking, transportation, traffic mitigation, and new effective dates. The parties expect to complete and approve such amendments prior to closing on the purchase of KAC land for its Facilities.
- PCMC shall continue to assist KAC in its efforts to pursue other state and local government financial support of the KAC.
- PCMC shall use best efforts to find joint solutions with KAC to address increased challenges facing employee/artist housing.
- PCMC, KAC and Sundance shall review, approve and participate jointly in any relevant press and media releases and the parties intend that neither they nor KAC shall individually issue any such release.
- PCMC approval of this LOI is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017).

This Letter is intended to be a nonbinding statement and preliminary concept of the terms of the proposed transactions. It is subject to the preparation of the final purchase contract and any other documents reflecting the final agreement of the parties.

Accepted and agreed to by:

Kimball Art Center:

By: 

Its: BOARD CHAIR

Park City Municipal Corporation

By: 

Its: CITY Manager

EXHIBIT A

BPE Property



Aerial view of 5.25-acre parcel to be purchased by City



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Sundance Letter of Intent.

Respectfully:

Michelle Kellogg, City Recorder

**LETTER OF INTENT BETWEEN PARK CITY MUNICIPAL
CORPORATION (“PCMC”) AND SUNDANCE INSTITUTE
(“SUNDANCE”).**

**(PCMC and Sundance may be referred to individually as a “party” and
collectively as “parties.”)**

July 6, 2017

**RE: DEVELOPMENT OF THE PARK CITY ARTS AND CULTURE DISTRICT (the
“District”).**

This Letter of Intent (“LOI”) outlines the agreement of the parties to participate in the development of the District. This LOI will facilitate PCMC’s adoption of a Municipal Transient Room Tax, pursuant to Utah Code § 59-12-3A et seq, as amended, and the approval of the Bonanza Park East purchase agreement. The parties intend to create the District in conjunction with the Kimball Art Center (“KAC”) and to that end PCMC will be entering into a similar LOI with KAC.

The below terms are agreeable to the parties and the parties intend as follows:

- PCMC shall notice the purchase agreement for the Bonanza Park East property (see image attached hereto as Exhibit A) and enactment of a 1% Municipal Transient Room Tax for the purpose of acquiring Bonanza Park East for public hearing on July 13, 2017, with possible action on July 20, 2017.
- PCMC shall issue debt against the sales tax revenue generated by the tax.
- PCMC shall close on the acquisition of Bonanza Park East no later than January 31, 2018.
- Prior to Sundance’s purchase of the Sundance Lot under the Purchase Agreement (as defined below), PCMC, Sundance, and KAC shall participate in the joint planning and design of the District with the intention of obtaining the approval of a Master Planned Development (“MPD”).
- The MPD process before Planning Commission and plat amendment before City Council shall run concurrently. Either party or KAC may decide to jointly or independently proceed with detailed architectural planning of their individual building(s) consistent with the MPD process at their own expense.

- PCMC shall issue a Request for Proposal (“RFP”) for the site plan, engineering and design component of the MPD. PCMC, at Sundance’s request, may include a project scope alternative for additional design/architectural services for and to be paid by Sundance.
- Subject to compliance with PCMC budget contract policies, the RFP for the MPD consultant(s) shall be approved by PCMC, Sundance and KAC by unanimous vote.
- In planning and developing the District, all parties acknowledge that a central purpose of the District is to inspire creative expression and therefore agree to strive for a design of such District that is artistically and architecturally significant, so long as such design complies with City code and cost expectations of the parties.
- Each owner of a lot in the District shall be responsible to construct any necessary buildings, structures, and related appurtenances (the “Facilities”) approved in the MPD. Notwithstanding the foregoing sentence, as set forth below, the shared underground parking and facilities shall be constructed by PCMC at its sole cost and expense.
- PCMC shall be the applicant and shall pay all costs associated with the MPD application and design costs of plans sufficient for a complete application. Sundance may at its option and at its own cost procure additional detailed plans concurrently, including individual architectural plans of its Facilities.
- The MPD will adhere to the General Plan and Park City Land Management Code. No application for height exceptions are contemplated at this time.
- Sundance shall enter into a purchase agreement (the “Purchase Agreement”) with PCMC for all land connected with and/or appurtenant to its Facilities as determined in the joint MPD process at a projected cost of \$3,900,000, which equals approximately 45,640 sq. ft. at \$85.50 per square foot.
- PCMC shall reserve an easement in the sale of the Sundance Lot to Sundance for the purpose of constructing underground parking, utilities and common facilities under portions of the Sundance Lot pursuant to a separate easement agreement on a form reasonably acceptable to Sundance and PCMC (the “Parking Easement”). PCMC shall be responsible for any environmental site remediation as part of the Parking Easement and Purchase Agreement.
- Sundance will act as anchor destination, along with KAC, and will be located prominently in the District.
- The Facilities on the Sundance Lot may include, at Sundance’s Option and subject to the MPD, office space, archives/exhibition space, a publicly accessible hub for the Sundance Institute and the Sundance Film Festival, a 300-seat theater, gift shops, restaurants/café and similar amenities (approximately 40,000 to 50,000 sq. ft.).
- Sundance shall be responsible for the full cost of building and engineering/design costs associated with its Facilities other than the underground parking and utilities.

- Sundance shall coordinate the design of its Facilities with overall master plan and parking design.
- The parties shall consider additional, creative ways to support the anchor tenants and future success and activities of the District in a continuous way, such as a management board supported by a percentage of annual transient room tax revenue. At a minimum, the parties expect to create a governance board and mutually beneficial CC&Rs consistent with the intent of the District.
- Sundance shall reserve the right to sell any land purchased by Sundance within the District should Sundance determine in its sole discretion that it is not able to construct its Facilities. PCMC shall have a right of first and last refusal to purchase the land at the same price as that paid to PCMC by Sundance. The terms and timing of the rights of refusal shall be negotiated and specified in the purchase agreement and shall address interest and transactional costs associated with the purchase & sale of the land incurred by Sundance. Should PCMC decline to purchase the land at such price, Sundance may sell the land to a third party at its sole discretion, subject to the terms of the MPD, purchase agreement/deed, and District governing regulations/CCRs.
- PCMC shall construct approximately 60,000 to 90,000 sq. ft. of addition District space, which will include a mix of office and retail space, restaurants/cafés, event spaces, plazas, public ingress and egress, public art, nonprofit space complementary to the District, affordable or attainable housing, artist residences, an innovation technology center, and/or innovative food concept center, etc.
- PCMC shall construct, own, maintain, and operate approximately 400 parking stalls, including underground, surface and aboveground structured as determined by the MPD.
- PCMC shall construct and operate a transit connection hub within or adjacent to the District.
- PCMC shall retain ownership and management of all parking constructed by PCMC, subject to the terms of the Parking Easement; provided of the MPD shall establish an allocation of parking to both KAC and Sundance at no cost.
- At Sundance's election, Sundance may occupy the existing office space in the Physician's Building and shall pay an agreed rental amount to PCMC from October 1, 2017 on a month to month basis.
- PCMC shall hold all rents received from Sundance, if any, and apply them as a credit towards the purchase by Sundance of the land used for its Facilities.
- Sundance and PCMC agree to renegotiate the Master Festival License Agreement dated October 30, 2013 between PCMC to Sundance to incorporate the new Facilities herein, and other matters including but not limited to mitigation of ambush marketing, special event use of flex plaza space and City parking, transportation, traffic mitigation, and new effective dates. The parties expect to complete and

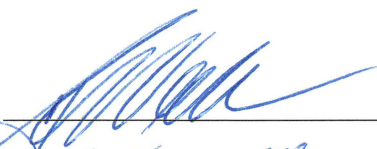
approve such amendments prior to closing on the purchase of Sundance's land for its Facilities and re-evaluate terms regarding Facilities upon their construction and initial use.

- PCMC shall continue to assist Sundance in its efforts to pursue other state and local government financial support of the Sundance Film Festival.
- PCMC shall use best efforts to find joint solutions with Sundance to address increased challenges facing festival lodging and employee/artist housing.
- PCMC, KAC and Sundance shall review, approve and participate jointly in any relevant press and media releases and the parties intend that neither they nor KAC shall individually issue any such release.
- Subject to terms of mutual agreement, KAC and Sundance expect to have a joint use agreement of their respective Facilities with each other.
- PCMC approval of this LOI is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017).

This Letter is intended to be a nonbinding statement and preliminary concept of the terms of the proposed transactions. It is subject to the preparation of other agreements reflecting the terms and conditions set forth in this LOI and other terms that are agreed to by the parties.

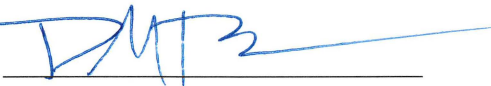
Accepted and agreed to by:

Sundance :

By: 

Its: CFO & MB 7.7.17

PCMC Municipal Corporation

By: 

Its: City Manager

EXHIBIT A

BPE Property



Aerial view of 5.25-acre parcel to be purchased by City



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider an ordinance approving a transient room tax.

Respectfully:

Michelle Kellogg, City Recorder

Ordinance No. 2017-34

**AN ORDINANCE ESTABLISHING THE MUNICIPALITY TRANSIENT ROOM TAX
WITHIN THE CITY OF PARK CITY, UTAH, AT ONE PERCENT (1%).**

WHEREAS, the City Council has the power to establish a municipality transient room tax on amounts paid or charged for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days pursuant to UCA Section 59-12-352.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
PARK CITY, UTAH THAT:**

SECTION 1. ESTABLISHMENT OF A 1% MUNICIPALITY TRANSIENT ROOM TAX: In addition to any other tax authorized by the laws of the State of Utah and/or of this municipality, there hereby is established, approved, and levied a tax of one percent (1.0%) pursuant to UCA Section 59-12-352 on amounts paid or charged for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days as described in UCA Subsection 59-12-103(1)(i).

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective on January 1, 2018.

PASSED AND ADOPTED this _____ day of July, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Bonanza Park East Purchase Agreement.

Respectfully:

Michelle Kellogg, City Recorder

**AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY**
[Bonanza Park East]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this 7th day of July, 2017, by and between **BONANZA PARK, L.L.C.**, a Utah limited liability company, **JPS NEVADA, LLC**, a Nevada limited liability company, and **MAVERIK PARK CITY, L.L.C.**, a Utah Limited liability company (the three entities collectively, the “**Seller**”), and **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “**Purchaser**”).

WHEREAS, Seller is the owner of certain real property in Park City (“**City**”), State of Utah (“**State**”), more particularly described as parcel numbers PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PSA-46-RE-D, KBC-A, KBC-B, PCA-110-G-1, PCA-110-G-2-A, and PCA-110-G-3, including all buildings and fixtures, and as depicted on Exhibit “A”, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Purchaser intends to redevelop or repurpose, or enter into partnerships to redevelop and repurpose, all or portions of the Property to create Park City’s first dedicated Arts and Culture District (“**Improvements**”), which will house the new Sundance Institute Headquarters and Exhibit Center, the permanent location of the Kimball Art Center, and a variety of arts and culture related retail, entertainment, studio space, and affordable housing units to inspire a vibrant live, work and create neighborhood; and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. **TRANSACTION AND TRANSACTION DOCUMENTS.** Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, Purchaser and Seller intend to execute, or cause the appropriate party to execute, the below agreements prior to, at, or in the case of one document, potentially after, the Closing [defined below] all as described in this Agreement:

1(a) **Assignment of Leases:** Seller is currently the lessor of several commercial and retail spaces and medical offices within the Property. Seller agrees to assign to Buyer, as of Closing, its rights as lessor under certain leases as agreed to by Seller and Buyer.

1(b) **Seller’s Affordable Housing Credits:** Seller claims it has acquired 14.6 Affordable Unit Equivalents as a result of its activities on this and other locations within Park City. Purchaser acknowledges that any Affordable Unit

Equivalents claimed by Seller will be retained by Seller for subsequent use elsewhere in Park City, subject to any required approvals by Park City Municipal Corporation, and that they are not included in the Property being acquired by Purchaser.

2. SELLER MATERIALS. Purchaser is familiar with the Property and is willing to purchase the same in its "As-Is" condition as further described in Paragraph 10 below and subject title inspection as set forth in Paragraph 4 and an inspection period as set forth in Paragraph 5 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit "B" attached hereto ("**Seller's Materials**") on or prior to the Effective Date [defined below]. Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller's Materials and any copies thereof to Seller. The furnishing of Seller's Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller's Materials, all of which were prepared by third parties.

3. PURCHASE PRICE AND CLOSING. The purchase price for the Property is Nineteen Million Five Hundred Thousand Dollars (\$19,500,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser as follows:

3(a) Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Earnest Money Deposit**") with Coalition Title Agency (the "**Escrow Agent**").

3(b) Upon Closing [defined below], the Earnest Money Deposit shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

3(c) The closing (the "**Closing**") shall occur on or before January 31, 2018 (the "**Closing Date**"). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement as described in Paragraph 8(a) and 8(b) below.

4. TITLE.

4(a) Purchaser shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "**Commitment**"). The Commitment is described as one of the documents listed in Exhibit "B."

Within fourteen (14) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser's disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have five (5) business days thereafter ("**Seller Response Period**") to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller's expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within five (5) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser's right of termination set forth in subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

4(b) Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to the Property and a standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser's obligations under this Agreement shall be conditioned upon Purchaser's ability to obtain such Title Policy and/or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall not be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed, unless agreed to in writing by Seller and Purchaser, as a result of Purchaser's aforementioned request.

4(c) At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the "**Deed**") to Purchaser, subject to the Permitted Exceptions [defined below]. The form of the Deed is attached hereto as Exhibit "C."

4(d) If applicable, Purchaser shall have the right to deliver to Seller a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser's discovery of any title exception which (i) first comes to Purchaser's attention following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a "**New Title Exception**"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

- (i) Upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.
- (ii) Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

5. INSPECTION PERIOD.

5(a) Access to Property. From and after the Effective Date until October 31, 2017 (The "Inspection Period"), Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, provided that such access, tests and inspections by Purchaser and Purchaser's authorized representatives shall be subject to the provisions of the Leases and shall not

interfere with the use of the Property by any third party pursuant to the Leases. All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 5(a), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.

5(b) Indemnity. Purchaser shall defend, indemnify and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and operations by Purchaser or its representatives, subcontractors, agents, invitees or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchaser's inspections hereunder.

5(c) Seller acknowledges that Purchaser may desire to discuss or otherwise inquire about plans, documents, agreements, rights and other records of various federal, state, county or other governmental entities, districts and utilities, including but not limited to the U.S. Environmental Protection Agency (collectively, "Governmental Authorities") regarding the Property or otherwise impacting, restricting, or affecting its use or value with various Governmental Authorities. In this regard, Purchaser may request in writing at any time any publicly available records relating to the Project from Governmental Authorities. In addition, from and after the execution of this Agreement to the Closing Date or earlier termination of this Agreement, Purchaser is permitted to contact all necessary Governmental Authorities to discuss the Property.

6. CONDITIONS PRECEDENT TO CLOSING.

6(a) **Purchaser's Conditions Precedent.** The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**"). Purchaser approval of this Agreement is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017):

- (i) All conditions of title have been met pursuant to Paragraph 4 hereof;
- (ii) Seller is not in default of this Agreement;
- (iii) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9;
- (iv) All lease assignments and terminations agreed to by Buyer and Seller have been executed;
- (v) Purchaser has issued and sold bonds in an amount sufficient to purchase the Property;
- (vi) Purchaser shall make timely and reasonable efforts to obtain a bindable indication for an environmental insurance policy for the Property acceptable to Purchaser; and
- (vii) Purchaser shall make timely and reasonable efforts to obtain a "reasonable steps comfort/status letter" from the US EPA for the Property acceptable to Purchaser.
- (viii) Seller will cooperate with Purchaser in obtaining the indication and letter described in subparagraphs (vi) and (vii), above, but Closing will not be delayed by the failure of an insurer or the US EPA to issue those documents.

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 8 below.

6(b) Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the "**Seller Conditions Precedent to Closing**"):

- (i) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9 hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 8 below.

7. CLOSINGS, CONVEYANCE AND TITLE.

7(a) Title to the Property is to be conveyed hereunder subject to the Permitted Exceptions.

7(b) Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser's financing shall be at Purchaser's expense. Purchaser shall also pay all costs and expenses associated with Purchaser's procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

7(c) Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

7(d) At or prior to Closing, if requested by Escrow Agent, Seller shall deliver to Purchaser a "Certification of Non-Foreign Status" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

7(e) At Closing, the sum of Fifty Thousand Dollars (\$50,000) shall be withheld from the Purchase Price and placed in escrow in an interest bearing account with the Title Company to be used for environmental remediation and contaminated materials management costs ("**Remediation Costs**") incurred by Purchaser or entities contracting with Purchaser during redevelopment of the Property and incurred pursuant to requirements of applicable law, including costs incurred for compliance with the Park City Soils Ordinance, Park Municipal Code, Chapter 15, the obligation for which is actual and existing for Seller as of Closing and which is an existing noncompliance issue which must be satisfied prior to (i) new tenant occupancy; (ii) business license issuance; or (iii) Purchaser's redevelopment of the Property ("**Environmental Escrow**") must actually be completed as a part of Purchaser's redevelopment of the Property ("**Environmental Escrow**"). Funds from the Environmental Escrow shall be released to Purchaser for payment of the Remediation Costs incurred after Closing by Purchaser, or entities contracting with Purchaser, in accordance with the form of Escrow Agreement attached hereto as Exhibit "D." Upon Purchaser's completion of the remediation of the Property or one year from Closing, whichever is sooner, any remaining funds in the Environmental Escrow will be released back to Seller. If Remediation Costs exceed the Environmental Escrow, Seller shall have no responsibility for payment of such costs.

8. DEFAULT; LIABILITY OF PARTIES.

8(a) In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest Money Deposit (if Seller is then in possession of same) as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of Purchaser's breach. After Seller has exercised its applicable remedy as described above, Purchaser shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Seller be entitled to any other remedies other than those expressly provided herein.

8(b) Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby

acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein. Nothing herein shall be construed to limit Purchaser's power to acquire the Property by condemnation, however.

8(c) Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 8(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

8(d) No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 8(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

8(e) If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of

the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 8(c) or Paragraph 9 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9(a) Seller hereby represents, warrants and covenants to Purchaser that:

- (i) Except for the leases identified in Paragraph 1(b) and as otherwise provided in this Agreement, Seller has granted no person any contract right or other right to possession of any portion of the Property.
- (ii) Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.
- (iii) Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.
- (iv) Seller has provided all of the documents in its possession and control as required by Paragraph 2 and all such documents are, to Seller's knowledge, complete and accurate copies thereof.

9(b) Purchaser warrants, represents and covenants to Seller that:

- (i) Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

10. AS-IS. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT

AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR THOSE REMEDIATION COSTS TO BE FUNDED FROM THE ENVIRONMENTAL ESCROW ESTABLISHED AT CLOSING PURSUANT TO PARAGRAPH 7(E) OF THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 *et seq.*, ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 9 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

11. ASSIGNMENT; SURVIVAL. Purchaser may assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for six (6) months.

12. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

13. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("**Effective Date**").

14. MISCELLANEOUS.

14(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser:	Park City Municipal Corporation
	P.O. Box 1480
	Park City, Utah 84060
	Attention: Office of the Mayor
	Email: jack@parkcity.org

with a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, Esq.
Email: tdaley@parkcity.org

If to Seller: Bonanza Park, L.L.C.
JPS Nevada, LLC
Maverik Park City, L.L.C.
c/o 1790 Bonanza Drive, Suite 200
Park City, Utah 84060

with a copy to: Edwin C. Barnes
Clyde Snow & Sessions
201 South Main, Suite 1300
Salt Lake City, Utah 84111

If to Escrow Agent: Coalition Title Agency
2200 Park Ave., #C100
Park City, Utah 84060
Attention: Roger Cater
Email: roger@coalitiontitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

14(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

14(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.

14(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

14(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated

in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, and shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

14(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

14(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

14(i) For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "Seller's Representative" means and shall be limited to Mark J. Fischer.

14(j) Purchaser shall reasonably cooperate with Seller with respect to one or more like-kind exchanges made pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on Purchaser any additional liability or financial obligation, shall not delay Closing, and Seller shall indemnify, defend and hold Purchaser harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon Seller's ability to consummate its 1031 Exchange.

14(k) Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

14(l) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF UTAH. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

SELLER:

BONANZA PARK, L.L.C.

By:

Its:

By:

Name: Mark J. Fischer

Title: mgr

Date: 7-7-17

JP'S NEVADA, LLC

By:

Its:

By:

Name: Mark J. Fischer

Title: authorized representative

Date: 7-7-17

MAVERIK PARK CITY, L.L.C.

By:

Its:

By:

Name: Mark J. Fischer

Title: mgr, MSB

Date: 7-7-17

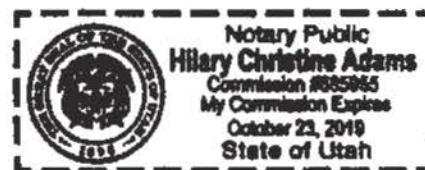
(SIGNATURES CONTINUE ON NEXT PAGE)

STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager (Title or Office) of Bonanza Park Ufa Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public

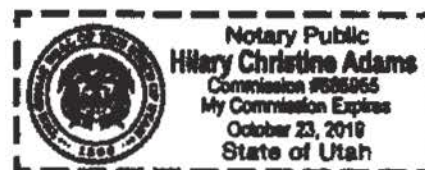


STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Authorized Representative (Title or Office) of JP's Nevada Ufa Nevada limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public

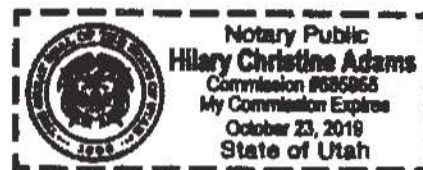


STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the manager (Title or Office) of Maverik Park City Utah X limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public



(SIGNATURES CONTINUE ON NEXT PAGE)

PURCHASER:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: DMT
Name: Diane Foster
Title: City Manager
Date: July 7, 2017

Attest:

MB Hochdale
City Recorder, Deputy

(SIGNATURES CONTINUE ON NEXT PAGE)



Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraph 12 hereof.

ESCROW AGENT:

COALITION TITLE AGENCY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Property

EXHIBIT B

Document Deliveries

1. A schedule and copies of all leases, service, management and other contracts affecting the Property.
2. A copy of the plans and specifications for the improvements for the Property, "as built" if available, structural, mechanical, geological (mineral rights) or any other plans in Seller's possession.
3. All soils studies, geotechnical and ADA reports or engineering studies prepared in connection with the Property.
4. All operating and expense reports for the Property for year-to-date and for each of the last three full years of operation.
5. Any written inquiries, notices, approvals, consents, submittals, proposals, orders or records of proceedings by, at the behest of, or with respect to, health, safety or environmental regulatory or enforcement agencies of federal, state or local government, whether or not such documents or records have been made available to the general public by the agencies in question.
6. Copies of any written records of environmental investigation, analysis or testing or other environmental reports and related materials prepared in connection with the Property, except any such documents which are protected by attorney-client privilege, and including all Phase I and Phase II Environmental Site Assessments of the Property.
7. Any other information relating to the Property that Purchaser may reasonably request.



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff requests consideration to adopt the Resolution Amending Section 7 of the Fee Schedule. Please refer to the Work Session agenda item called "Main Street Parking Fees – Fee Resolution Amendments."

Respectfully:

Kenzie Coulson,



Resolution No. 20-2017

RESOLUTION AMENDING THE FEE SCHEDULE, SECTION 7 - PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

WHEREAS it is necessary to update the fee schedule to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on July 20th, 2017, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule Section 7 is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect on July 20, 2017.

PASSED AND ADOPTED this 20th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the ~~pay-and-display~~ meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$40.00 after 14 days;
\$60.00 after 30 days;
\$80.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$70.00 after 14 days;
\$107.00 after 30 days;
\$143.00 after 60 days

More than five (>5) violations per registered owner(s):

~~\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$60.00 after 14 days
\$80.00 after 30 days
\$100.00 after 60 days

Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$105.00 after 14 days;
\$139.00 after 30 days;
\$173.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

~~\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

Effective December 15, 2017

\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$305.00 after 14 days;

\$338.00 after 30 days;

\$373.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;

\$190.00 after 30 days;

\$210.00 after 60 days

B. Fines for all other special event parking violations. ~~\$75.00 from the date of the violation until fourteen (14) days following the violation.~~

Effective July 1, 2017 – December 14, 2017

\$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$95.00 after 14 days;

\$115.00 after 30 days;

\$135.00 after 60 days

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;

\$145.00 after 30 days;

\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows: ~~\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

~~\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

~~\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days;

\$80.00 after 30 days;

\$100.00 after 60 days;

Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$105.00 after 14 days;

\$139.00 after 30 days;

\$173.00 after 60 days

7.5 Fines for all other parking violations are as follows:

~~\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;

\$70.00 after 30 days;

\$90.00 after 60 days

Effective December 15, 2017

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$66.00 after 14 days;
\$92.00 after 30 days;
\$116.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

~~\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

Effective December 15, 2017

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$92.00 after 14 days;
\$116.00 after 30 days;
\$141.00 after 60 days

More than five (>5) violations per registered owner(s):

~~\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

Effective July 1, 2017 – December 14, 2017

\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

Effective December 15, 2017

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$92.00 after 14 days;
\$116.00 after 30 days;
\$141.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits – ~~Employee Permit: A parking permit is available to Main Street employees for the China Bridge Parking for covered areas. The permit is not valid after 6:00 p.m. on both Friday and Saturday or during major events. Alternative parking areas may be provided for these events. The cost is \$150.00 annually, \$100.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$100.00 subject to approval by the Parking Manager. Verification of employment at a Main Street business is required to purchase this permit.~~

Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these

events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is ~~\$300.00~~ \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed ~~\$50.00~~ \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11am-5pm – FREE, no hourly max
5pm-Midnight – 1st hour FREE
\$3.00/hour after, no hourly max
Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11am-5pm – FREE, 4 hour max
5pm-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5pm – FREE, 24 hour max
5pm-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5pm – FREE, 72 hour max
5pm-Midnight – FREE, 72 hour max

South Marsac:

AM-5pm – FREE, 2 hour max
5pm-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11am-5pm – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6am-2am – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6am-2am – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11am-5pm – FREE-No hourly max

5pm-Midnight – 1st hour FREE
\$1.00/hour after free first hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11am-5pm – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5pm – FREE, no hourly max
5pm-Midnight – FREE, no hourly max

7.1112 Meter rates are as follows:

Effective July 1, 2017 – December 14, 2017

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. -11:00 p.m. daily.

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max
11am-5pm – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5pm-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max
11am-5pm – \$1.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$1.50/hour

5pm-Midnight – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

~~Minimum purchase is 20 minutes with coin, parking card, and tokens.~~ No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

7.1213 In-car meter devices, Effective July 1, 2017 – December 14, 2017:

Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour. ~~As of December 15, 2017 in-car meter devices will no longer be an acceptable method of payment.~~

7.1314 Tokens are available for sale as follows, ~~Effective July 1, 2017 – December 14, 2017:~~

Up to 50 tokens:	\$0.50 each
50-299 tokens:	\$0.40 each (20% discount)
300 or more tokens:	\$0.35 each (35% discount)

~~Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.~~

~~Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.~~

7.1415 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

Regular maintenance on the Public Works and China Bridge Parking Garages is required to ensure that these facilities remain safely operational for their useful life. This includes the repair or replacement of regular maintenance items such as waterproof top deck membranes and expansion joints, as well as repair of concrete walls, ceilings, floors and stairways where damage has occurred.

The Iron Horse Garage at Public Works is the primary focus of repairs within the proposed contract, and maintenance is required on the China Bridge Parking Structure as well. Performing the proposed maintenance and repair work now will prevent costly and unnecessary damage to the structures, protect the City's investments, and allow the continued safe use of these facilities. This report requests authorization to enter into a Construction Agreement with Commercial Restoration Services for inspection, repair and maintenance on City parking structures.

Respectfully:

Kenzie Coulson,



City Council Staff Report

Subject: Iron Horse and China Bridge Garage Repairs Contract

Author: Kenzie Coulson, Parking & Fleet Manager

Department: Public Works

Date: July 20, 2017

Type of Item: Administrative

Summary Recommendation

Staff recommends that Council authorize the City Manager to enter into a Construction Agreement in a form approved by the City Attorney with Commercial Restoration Services, in an amount not to exceed Two Hundred Seventy Five Thousand, Six Hundred, Twenty Dollars (\$275,620.00) for the maintenance and repair of parking infrastructure located at Public Works and China Bridge.

Executive Summary

Regular maintenance on the Public Works and China Bridge Parking Garages is required to ensure that these facilities remain safely operational for their useful life. This includes the repair or replacement of regular maintenance items such as waterproof top deck membranes and expansion joints, as well as repair of concrete walls, ceilings, floors and stairways where damage has occurred.

The Iron Horse Garage at Public Works is the primary focus of repairs within the proposed contract, and maintenance is required on the China Bridge Parking Structure as well. Performing the proposed maintenance and repair work now will prevent costly and unnecessary damage to the structures, protect the City's investments, and allow the continued safe use of these facilities. This report requests authorization to enter into a Construction Agreement with Commercial Restoration Services for inspection, repair and maintenance on City parking structures.

Acronyms

CIP	Capital Improvement Project
PCMC	Park City Municipal Corporation
RFP	Request for Proposals
CRS	Commercial Restoration Services

The Problem

As these structures age, regular maintenance and repair of damage caused by normal wear and tear, as well as weathering and environmental factors, is required to keep these facilities in safe working condition and prevent further damage which can lead to costly repairs. Leaks in the ceiling at the Iron Horse Garage have been noted due to an expansion joint that has reached its useful life, as well as needed repairs to the waterproof membranes, stairway tread, landings, railings, and caulking, and damaged concrete at both facilities. Failing to repair these items can result in leaking, corrosion in

the tension posts, and further damage to cement structures, resulting in costly repairs and could possibly compromise the safe use of the facilities, threaten structural integrity, and shorten their useful life.

Background

- Old China Bridge Structure plans were stamped on June 4, 1985.
- New China Bridge Structure as-built plans were stamped on April 16, 2007.
- Iron Horse Structure was completed on December 31, 2010.
- During the Iron Horse Structure construction, Jacobson Construction subcontracted the waterproof membrane. The inconsistent install of the waterproof membrane was too thick in some areas and too thin in others causing it to wear unevenly, also causing thinning in the heavy traffic and plow areas and causing tearing in thick areas.
- The most recent improvements and repairs to China Bridge Structure were done by Commercial Restoration Services on August 27, 2010 (contract date signed). Work included miscellaneous concrete repairs, install of waterproof membrane on the turn radius and ramps, expansion joint replacement, caulking and post tension cable review.
- Iron Horse Structure received ramp and deck repairs in October 15, 2014.

Alternatives for City Council to Consider

- a. **Recommended Alternative:** Staff recommends that Council authorize the City Manager to enter into a Construction Agreement in a form approved by the City Attorney with Commercial Restoration Services, in an amount not to exceed Two Hundred Seventy Five Thousand, Six Hundred, Twenty Dollars (\$275,620.00) for the maintenance and repair of parking infrastructure located at Public Works and China Bridge.

Pros

- a. Allows for repairs to be conducted on needed maintenance items.
- b. Prevents further damage to facilities.
- c. Presents a positive image to users of these facilities and the public.
- d. Ensures the continued safe use of these facilities.
- e. China Bridge repairs coincide with the technology project launching December 2017.

Cons

- a. May result in temporary unavailability of portions of parking at these facilities while repairs are conducted.

Consequences of Selecting This Alternative

Selection of the Staff recommended alternative will result in the authorization of the City Manager to sign the Construction Agreement in a form approved by the City Attorney with Commercial Restoration Services, which will result in immediate action toward the goal of conducting repairs at the Iron Horse and China Bridge Parking Structures.

- b. **Null Alternative:** Council could choose to postpone the necessary repairs.

Cons

- a. Postponing work will delay necessary repairs and maintenance.
- b. A delay may result in more costly repairs at a later date.
- c. Failure to perform repairs may negatively impact the structural integrity and safety of facilities.
- d. A delay may negatively impact or shorten the useful life of City facilities.

Analysis

Staff advertised the RFP and received four responsible and complete proposals by the posted deadline of July 7th from the following companies:

- Protech
- RepairCrete
- Commercial Restoration Services
- Creative Concrete Solutions

A selection committee comprised of the following individuals reviewed the proposals on Monday July 10, 2017.

Reviewer

Darren Davis
Kenzie Coulson
Scott Olsen
Loretta Haslock
Troy Dayley

Department

Transit & Public Works
Parking & Fleet Services
Parking
Public Works
Streets

Each proposer was evaluated based on the following evaluation criteria, as detailed in the RFP:

- Quality of proposed work and products
- Cost specifications
- Prompt warranty service
- References
- Scheduling ability
- Personnel qualifications
- Plan for testing, quality control & safety programs
- Miscellaneous considerations

Based on the above factors, the committee selected Commercial Restoration Services as the lowest most qualified bidder for contract award to perform the work. Commercial Restoration Services provided a competitive cost bid that included detailed descriptions of adhesion testing and a detailed proposal for patching and replacement, which demonstrated compliance with the existing Neogard surface product. Importantly, CRS offered the most competitive “Joint and Several Warranty” and has demonstrated their experience working in cold weather environments.

CRS is not the lowest bid based upon price alone; however, they are providing a warranty that demonstrates value beyond the initial cost and install. In accordance with the terms of the RFP, price alone is not the sole determining criteria.

Competing proposals did not demonstrate the level of detail for testing and did not offer a “Joint and Several Warranty.” Competing proposals also did not offer the level of detail on references and personnel needs that CRS provided.

The breakdown of cost is demonstrated below:

<u>Company</u>	<u>Schedule A Bid</u>	<u>Schedule B Bid</u>	<u>Total Bid</u>
Protech	\$ 193,639.00	\$ 241,843.00	\$ 435,482.00
RepairCrete	\$ 98,000.00	\$ 157,000.00	\$ 255,000.00
Commercial Restoration Services	\$ 114,352.00	\$ 161,268.00	\$ 275,620.00
Creative Concrete Solutions	\$ 172,621.00	\$ 262,407.00	\$ 435,028.00

Department Review

This document was reviewed by Streets, Transit, Parking & Fleet, Budget, and Legal.

Funding Source

Funding for this project is available from existing City Capital Improvement (CIP) Funds.

Attachments

- A Request for Proposal for Inspection, Repair and Improvements to Public Works Parking Structure located at 1053 Iron Horse Drive and China Bridge Parking Structure located at 350-460 Swede Alley
- B Parking Structure Maintenance and Repair outline



Park City Municipal Corporation

REQUEST FOR PROPOSALS FOR

***Inspection, Repair and Improvements to Public Works
Parking Structure located at 1053 Iron Horse Drive and
China Bridge Parking Structure located at
350-460 Swede Alley***

OWNER

**PARK CITY MUNICIPAL CORPORATION
1053 IRON HORSE DRIVE
PO BOX 1480
PARK CITY, UTAH 84060**

**PARK CITY MUNICIPAL CORPORATION
REQUEST FOR PROPOSALS**

Inspection, Repair and Improvements to Public Works Parking Structure located at 1053 Iron Horse Drive and China Bridge Parking Structure located at 350-460 Swede Alley

**PROPOSALS DUE AND
PROPOSALS OPENING:**

Friday July 7, 2017 at 4:00 p.m. at the Public Works office front desk at 1053 Iron Horse Drive, Park City, UT 84060.

PROJECT NAME:

Inspection, Repair and Improvements to Public Works Parking Structure located at 1053 Iron Horse Drive and China Bridge Parking Structure located at 350-460 Swede Alley.

**PLANS AVAILABLE
FOR CONTRACTORS:**

At Public Works 1053 Iron Horse and on our website @ www.parkcity.org

PRE BID MEETING:

A MANDATORY pre bid meeting is scheduled for 7/5/2017 at 9:00 a.m. location **1053 Iron Horse Drive, Park City UT** for written questions and site walk through.

PROJECT LOCATION:

1053 Iron Horse Drive Public Works Parking Structure
350-460 Swede Alley China Bridge Parking Structure

Project Manager/Contact:

All questions must be submitted in writing by
7/5/2017 at 9:00 a.m. to:

Kenzie Coulson
Project Manager
P.O. Box 1480
1053 Iron Horse Drive
Park City, UT 84060
(435) 658-9048 fax
mckenzie.coulson@parkcity.org

PROJECT DESCRIPTION:

Project includes inspection, repair and improvements of two parking structures. The repairs are to generally consist of the repairing or replacing sections of waterproof top deck membranes, expansion joints, concrete walls, ceilings, floors and stairways where damage has occurred. Public Works Iron Horse Parking Structure top deck is a total of 35,680 square feet and China Bridge consists of four levels totaling 444,197 square feet.

The project will consist of furnishing all facilities, tools, equipment, materials, supplies, manufactured articles, management, planning, drawings, submittals, transportation, and services, fuel, power, water, communications, coordination, permits and permit compliance, and performing all work, or other operations required for the fulfillment of the contract in accordance with the Contract Documents. Park City reserves the right to reject any or all proposals and to waive any minor irregularities in any proposal.

Site work must be performed between August 1, 2017, and November 15, 2017. Completion date is November 15, 2017. Scheduling restrictions on specific portions of the work will apply. Penalties for missing required construction deadlines will be included. Associated penalty amounts will be related to administrative deadline requirements and project related costs. These amounts will be established at the time of project bidding.

Advertised on 6/24/2017 and 6/28/2017

Available on the Park City website @ www.parkcity.org

Selection Committee Review 7/10/2017

City Council Approval 7/20/2017

<u>Schedule</u>	<u>Description</u>
-----------------	--------------------

A	Public Works Parking Structure
	33055 Square feet of waterproofing membrane
	2625 Square feet of walls
	102 Linear feet of expansion joint
	25 Linear feet of ramp expansion joint
B	China Bridge Parking Structure
	46,973 Square feet of waterproofing membrane
	49,480 Square feet of walls and columns
	175,725 Square feet of interior floors
	172,011 Square feet of ceiling
	76.5 Linear feet of expansion joint

Table of Contents

BIDDING DOCUMENTS

BID SCHEDULE

A	Public Works Parking Structure
	33,055 Square feet of waterproofing membrane
	2,625 Square feet of walls
	102 Linear feet of expansion joint
	25 Linear feet of ramp expansion joint
B	China Bridge Parking Structure
	46,973 Square feet of waterproofing membrane
	49,480 Square feet of walls and columns
	175,725 Square feet of interior floors
	172,011 Square feet of ceiling
	76.5 Linear feet of expansion joint

BID PROPOSAL

SUBCONTRACTORS LIST

INVITATION TO BID

INSTRUCTION TO BIDDER

BID BOND

CONTRACTUAL DOCUMENTS

SAMPLE PARK CITY CONSTRUCTION AGREEMENT

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

PROCEDURAL DOCUMENTS

NOTICE OF AWARD

NOTICE TO PROCEED

CERTIFICATE OF SUBSTANTIAL COMPLETION

GENERAL CONDITIONS OF THE CONTRACT

OWNER: Park City Municipal Corporation

Project Manager/Contact:

All questions must be submitted in writing by
9:00 a.m. on Wednesday, July 5, 2017 to:

Kenzie Coulson
Project Manager
P.O. Box 1480
1053 Iron Horse Drive
Park City, UT 84060
(435) 658-9048 fax
mckenzie.coulson@parkcity.org

With a copy to Public Works Director:

Blake Fonnesebeck
Public Works Director
P.O. Box 1480
1053 Iron Horse Drive
Park City, UT 84060
Blake.fonnesebeck@parkcity.org

A bid bond in the amount of five percent (5%) of the total bid is required at the time of bidding. Payment and Performance bonds in the amount of one hundred percent (100%) of the total bid will be required. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Bids will remain valid for ninety (90) days after bid opening. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council on July 20, 2017. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines. Successful bidder will be required to enter into Park City's standard Construction Agreement in a form approved by the City Attorney. A sample Construction Agreement is attached.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

**BID SCHEDULE A:
IRON HORSE PARKING STRUCTURE**

In compliance with Park City Design Standards, Construction Specification and Standards.
The Scope of work includes inspection and repair of top deck waterproof membrane, expansion joints, concrete walls, ceilings, floors, and two (2) stairways.

ITEM NO.	DESCRIPTION OF WORK	QUANTITY Estimate	UNIT COST	PRICE
1.	Prepare and install Waterproofing membrane On roof /top deck	33055 S.F.	\$ _____	\$ _____
2.	Prepare and install Caulk on 2 stair towers	500 L.F.	\$ _____	\$ _____
3.	Prepare and install Metal primer on 2 stair towers	200 L.F.	\$ _____	\$ _____
4.	Prepare and install Waterproofing membrane on 2 concrete staircases 5'x10"x15" (step size)	57 steps	\$ _____	\$ _____
5.	Prepare and install Waterproofing membrane on 2 concrete staircase Landing metal stringer x 6	270 S.F.	\$ _____	\$ _____
6.	Restripe of parking stalls 9 x 18 feet	84 each	\$ _____	\$ _____
7.	Prepare and install Expansion Joint	102 L.F.	\$ _____	\$ _____
8.	Prepare and install Ramp Expansion Joint	25 L.F.	\$ _____	\$ _____
TOTAL BID PRICE				\$ _____

1. Product specification sheets for all proposed products that will be used on the project including warranty information.
2. Samples of all proposed waterproofing and paint.
3. Floor plan identifying which product types that will be used in each area.
4. Total project price and square foot costs for each level including labor and mobilization costs.
5. Proposed timeline for completing the project with impacts to staff and customers outlined.

6. Reference list for at least three (3) parking structures similar to the project that are using the proposed products as installed by your company.
7. Identified environmental impacts of the project; for example the dirt and oils are to be washed off the floors and proper disposal of said material.
8. Visual appeal of proposed repairs and updated paint.
9. Site conditions guidelines.
10. Cleaning and maintenance products and procedures needed to maintain the proposed upgrades.
11. Price (although price may not be the sole deciding factor) for total cost and square foot cost for materials.
12. Nature and extent of any requested changes to our standard contract, which is attached to this RFP. Insurance requirements are outlined in the construction contract attached. Requested exceptions must be included with proposal and will affect the bid award.

* Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

BY: _____ Date: _____

Print Name: _____ Title: _____

Company: _____

**BID SCHEDULE B:
CHINA BRIDGE PARKING STRUCTURE**

In compliance with Park City Design Standards, Construction Specification and Standards.
The Scope of work includes inspection and repair of top deck waterproof membrane, expansion joints, concrete walls, ceilings, floors, and two (2) stairways.

ITEM NO.	DESCRIPTION OF WORK	QUANTITY Estimate	UNIT COST	PRICE
1.	Prepare and install Waterproofing membrane Roof / top deck	49,976 S.F.	\$ _____	\$ _____
2.	Prepare and Paint 2 staircases	920 S.F.	\$ _____	\$ _____
3.	Prepare and install Caulk on 2 stair towers	1350 S.F.	\$ _____	\$ _____
4.	Prepare and install Metal primer on 2 stair towers	500 L.F.	\$ _____	\$ _____
5.	Prepare and install Waterproofing membrane on 2 concrete staircase Metal stringer 5'x10"x15"	104 steps	\$ _____	\$ _____
6.	Prepare and install Waterproofing membrane on Concrete staircase Landing metal stringer x 13	757 S.F.	\$ _____	\$ _____
7.	Misc. repairs to concrete	750 S.F.	\$ _____	\$ _____
8.	Restripe of parking stalls 8.5 x 17	618 each	\$ _____	\$ _____
9.	Inspect Expansion Joint	76.5 L.F.	\$ _____	\$ _____
TOTAL BID PRICE				\$ _____

1. Product specification sheets for all proposed products that will be used on the project including warranty information.
2. Samples of all proposed waterproofing and paint.
3. Floor plan identifying which product types that will be used in each area.
4. Total project price and square foot costs for each level including labor and mobilization costs.
5. Proposed timeline for completing the project with impacts to staff and customers outlined.

6. Reference list for at least three (3) parking structures that are using the proposed products as installed by your company.
7. Identified environmental impacts of the project; for example the dirt and oils are to be washed off the floors and proper disposal of said material.
8. Visual appeal of proposed repairs and updated paint.
9. Site conditions guidelines.
10. Cleaning and maintenance products and procedures needed to maintain the proposed upgrades.
11. Price (although price may not be the sole deciding factor) for total cost and square foot cost for materials.
12. Nature and extent of any requested changes to our standard contract, which is attached to this RFP. Insurance requirements are outlined in the construction contract attached. Requested exceptions must be included with proposal and will affect the bid award.

* Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

BY: _____

Date: _____

Print Name: _____

Title: _____

Company: _____

BID PROPOSAL

To the Owner:

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal as given on the attached Bid Schedule is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by _____ surety, whose address is _____ and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: _____

Contractor State & License No.: _____

Signature of Representative: _____

Position of Representative: _____

Bidder's Mailing Address: _____

Bidder's Street Address: _____

City, State, & Zip Code: _____

Phone/Fax: _____

_____ Signature Acknowledging Receipt of:

Amendment No. 1 _____

Amendment No. 2. _____

Amendment No. 3. _____

Date _____

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

SUBCONTRACTORS

Item

Firm

INVITATION TO BID

Park City Municipal Corporation (Owner) invites your bid to contract for performing work and furnishing materials for the construction of these projects.

RECEIPT OF PROPOSALS: Bids will be received and opened at the Public Works office front desk at 1053 Iron Horse Drive, Park City, UT 84060 on Friday, July 7, 2017 at 4:00 p.m. No proposals will be accepted after 4:00 p.m. Mountain Standard Time.

BID SUBMITTED: Bids shall be submitted in a sealed envelope which is marked on the outside "Inspection, Repair and Improvements to Public Works parking structure located at 1053 Iron Horse Drive and China Bridge Parking Structure located at 350-460 Swede Alley." The date of the opening shall also be shown on the envelope. If submitted by mail, the sealed envelope containing the bid shall be enclosed in a mailing envelope. Bids shall be submitted on the "Bid Proposal" form, accompanying the specifications and shall be properly executed as indicated thereon.

If submitting by mail, submit to:

**Park City Municipal Corporation
ATTENTION:
Kenzie Coulson, Parking Department
P.O. Box 1480
Park City, Utah 84060**

Park City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered to Park City by the above specified time and date will not be considered.

OWNER'S RIGHTS RESERVED: Owner reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal in the interest of the Owner. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Bids will remain valid for ninety (90) days after bid opening. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines.

BIDDERS REQUIREMENTS: Bidders are required to carefully examine the contract, plans, specifications and fully inform themselves as to all conditions and matters which can in any way affect the work or cost thereof. Should a Bidder find discrepancies in or omission from any plans or documents or have any questions pertaining thereto, Bidder should contact the Project Manager in writing for clarification prior to submitting any bid. All Bidders must be licensed to perform the work required. If there is a conflict between the written and numerical amount, the written amount shall supersede.

INSTRUCTION TO BIDDERS

PROPOSAL FORMS: Each Proposal shall be comprised of Schedule A, B and the Bid Proposal forms and made on the forms prepared by the City and included as one of the Contract Documents. A Proposal may be disregarded by the Owner if the Bidder fails to complete or fill in all blanks on the Proposal Forms. Proposals shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder. Two sets of the Proposal Forms are provided in addition to the set bound in the Contract Documents. One set shall be used in submitting the bid, and the second set may be retained by the Bidder.

MODIFICATIONS: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Proposals submitted with qualifying statements are subject to being rejected by the Owner.

DELIVERY OF PROPOSALS: Proposals shall be delivered by the time and to the place stipulated in the Invitation to Bid. It is the sole responsibility of the Bidder to see that Bidder's Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals is subject to being returned to the Bidder unopened.

WITHDRAWAL: Any Bidder may withdraw Bidder's Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

AWARD OR REJECTION: The Owner reserves the right to reject any or all Proposals for any reason or to waive any formality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw Bidder's proposal for a period of forty-five (45) days after the date of opening thereof. Subject to the above reservations, the Contract will be awarded to the lowest most qualified responsible Bidder complying with these instructions and with the Invitation to Bid and not necessarily the lowest Bidder. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council on July 20, 2017. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE VISIT: Before submitting a Proposal, Bidders shall carefully examine the Drawings, read the Specifications and all other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the Contract Documents.

PRE- BID MEETING: A pre-bid meeting will be held **Wednesday, July 5, 2017, at 9:00 a.m.** at the Public Works office, 1053 Iron Horse Drive, Park City, UT 84060. It is highly recommended for all Bidders to attend, however, it is **MANDATORY for all Contractors.**

INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Project Manager a written request for an interpretation or correction thereof.

The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Amendment, duly issued and a copy of the Amendment will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Project Manager will be responsible for any other explanations or interpretations of the Contract Documents.

AMENDMENT: Any Amendment issued prior to bid opening shall be included in the Proposal, and shall be made a part of the Contract. Receipt of each amendment shall be acknowledged by the Bidder in the Proposal.

BID SCHEDULE: The Bidder may, at his/her discretion, bid on any combination of **Bid Schedules A and B.**

BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub proposal or quoting prices to other Bidders.

PERFORMANCE MATERIAL AND LABOR PAYMENT BONDS: Unless otherwise specifically designated by the Owner, the successful Bidder, simultaneously with execution of the Agreement, will be required to furnish 100 percent (100%) Performance and Material and Labor Payment Bonds. These bonds shall be secured from a surety company approved by the Owner. The form of bonds required to be executed by the successful Bidder is included in the Contract Documents.

WORKWEEK AND CONSTRUCTION SCHEDULE: The selected Contractor shall submit in writing with its bid the following: (a) the hours and days he proposes to carry out the work; the maximum workweek that will be approved is 12 hours a day, Monday through Saturday; the Contractor's proposed hours of work shall include daily starting and stopping times (No construction shall commence prior **to 7:00 a.m. nor extend after 7:00 p.m.**); and (b) a construction schedule showing the order in which it proposes to carry out the work indicating the periods during which it will perform work on each item listed in the Bid Schedule. (c) a time schedule for a rolling closure plan for each section and or level of the China Bridge garage maximizing available parking at any given time.

Failure to submit the proposed workweek and construction schedule within the time specified may be cause for rejection of the bid.

EQUIPMENT AND LABOR LIST, BILLING SCHEDULE: The Contractor shall submit in writing to the Owner with its bid the following: (a) a list of the number and type of equipment it will use in the completion of the contract, and the number and type of employees it will use to do the work; and (b) an approximate schedule of progress payments that the Owner might expect from the Contractor.

REFERENCES AND PAST WORK PERFROMANCE: Bidder must demonstration directly related experience and documentable performance with three (3) references that show the construction of a minimum of three (3) parking structure construction repair projects with a construction cost greater than \$250,000. These projects must clearly demonstrate the capability of the contractor to complete the work anticipated for this project. Major areas of scrutiny for the submittal will include:

1. The format and completeness of the proposal.
2. The proposer's performance history with respect to quality of work, schedules, budgets, and warranty service.
 - a. Contractor shall show experience in the repair or improvement of no fewer than three (3) concrete parking structures of a square footage of at least 40,000 square feet in the past five (5) years.
 - b. Contractor must show experience with installation of top deck waterproof membrane.
 - c. Contractor must show experience with concrete repairs.

SELECTION CRITERIA: Proposals will be ranked by selection committee according to the following criteria:

Item	Point Value
1. Quality of proposed work & product	15
2. Cost Specifications	10
3. Prompt Warranty Service	10
4. References	20
5. Scheduling Ability	10
6. Personnel Qualifications	15
7. Plan for testing, Quality Control & Safety Programs	10
8. Miscellaneous Considerations	10
Total	100

Failure to submit the equipment and labor list, and the billing schedule within the time specified may be cause for rejection of the bid.

BID BOND

Date Bond Executed _____
Principal _____
Surety _____
Sum of Bond _____
Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for:
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within ten (10) days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP
PRINCIPAL

Corporate Principal

Business Address

By

Title

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, 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 _____, which is a (*check one*) _____ corporation ____ partnership ____ sole proprietorship ____ limited liability company, whose post office address is _____, (hereinafter "Contractor").

PURPOSE: For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

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: _____, 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 _____ 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 an 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.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

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.** 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 Three Million Dollars (\$3,000,000) 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 63G-7-604 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 Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

Park City Municipal Corporation shall be named as an additional insured on general liability and auto liability 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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 a total sum not to exceed (**insert amount, in words**) (**\$ numerically**) ("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 aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **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 one hundred five (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 **November 15, 2017**. 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 Hundred Dollars (\$100.00)**, _____ **(Contractor Initials)** 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 Agreement;
- 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 case; (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(11)), 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 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 AND ATTORNEY FEES AND COSTS. 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. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

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, 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 Agreement 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 Agreement 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 (10) 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, materialmen, 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 City Engineer or his designee, 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 City Engineer or his designee:

- 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 to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, and 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 City Engineer or his designee, 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 in 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 an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

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 for this Project is Troy Dayley, 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 certified mail, postage pre-paid, or sent by facsimile transmission, 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

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

PROCEDURAL DOCUMENTS

NOTICE OF AWARD

NOTICE OF PROCEED

CERTIFICATE OF SUBSTANTIAL COMPLETION

GENERAL CONDITIONS OF THE CONTRACT

NOTICE OF AWARD

Contractors Name

Date

Address

City, State & Zip Code

Project Description:

Contractor:

Park City Municipal Corporation has reviewed and considered all proposals submitted at the bid opening held July 7, 2017 at 4:00 PM for the construction of the above captioned project. It appears that your Proposal for performing the work outlined is fair, equitable and to the Owner's best interest, and your Proposal is hereby accepted at the unit bid price submitted in your bid.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Labor and Material Payment Bonds within ten (10) calendar days from and including the date of this notice. Three (3) complete copies of the Contract Documents are transmitted herewith for your use, together with three (3) copies each of the Agreement and Bond forms. Please execute and return all copies to us. Upon execution by the Owner, a full set of executed Contract Documents will be returned for your file.

In addition, you are requested to return with the above documents three (3) copies of certificates of insurance as specified in the Contract Documents. Your certificates must be accompanied by a letter from your insurance company stating that the insurance certified meets the requirements of the entire Contract Documents.

Yours truly,

Park City Municipal Corporation Owner

BY

TITLE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____ this the ____ day of _____, 2017.

Title _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractors Name

Date

Address

City, State & Zip Code

Project Description:

Contractor:

The construction performed under this Contract has been inspected by authorized representatives of the Owner, the Engineer and your firm, and the Project is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within calendar days of the above date.

The date of substantial completion is the date upon which all guarantees and warranties begin (unless otherwise specifically defined below).

Yours truly,

Project Manager

By

Title

GENERAL CONDITIONS OF THE CONTRACT

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SECTION 413 MISCELLANEOUS

01 Written Notice

02 Ownership of Specifications and Drawings

03 Rights and Remedies

04 Injury or Damage

SECTION 450 SPECIAL PROVISIONS

SECTION 401

DEFINITIONS

CONTRACT DOCUMENTS: The Contract comprises the following Contract Documents, including all additions, deletions and modifications incorporated therein by Amendment before the execution of the Contract:

- (a) Bidding Documents
 - (1) Bid Schedule
 - (2) Bid Proposal
 - (3) Subcontractors List
 - (4) Invitation to Bid
 - (5) Instructions to Bidders
 - (6) Bid Bond
- (b) Contractual Documents
 - (1) Agreement
 - (2) Performance
 - (3) Labor and Material Payment Bond
- (c) Procedural Documents
 - (1) Notice of Award
 - (2) Notice to Proceed
 - (3) Certificate of Substantial Completion
- (d) General Conditions of the Contract
- (e) Special Provisions
- (f) Items of Work and Construction Details and Construction Phasing
- (g) Technical Specifications

OWNER: **Park City Municipal Corporation** and its designated representatives for whom the work is to be performed.

OWNER'S REPRESENTATIVE: Kenzie Coulson, Project Manager, acting directly for the Owner, Park City Municipal Corporation.

CONTRACTOR: The person, firm or corporation with whom the Owner has executed the Agreement.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.

PROPOSAL: The offer submitted on the prescribed bid form setting forth the prices for the Work to be performed.

SPECIFICATIONS: Bidding Documents, Contractual Documents, Amendment (whether issued prior to opening of bids or the execution of the Agreement), the General Conditions, the Special Provisions and the Technical Specifications.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared by the Engineer.

CONTRACT TIME: The number of calendar days and deadlines stated in Section 7 of the Construction Agreement for the completion of the work.

CHANGE ORDER: Written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Cost or the Contract Time issued after execution of the Agreement.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrates the equipment, material or some portion of the Work.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, a written clarification or interpretation issued by the Owner's Representative or Engineer. A modification may only be issued after execution of the Agreement.

SUBSTANTIAL COMPLETION: The date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all Project management, labor, materials, equipment or other incidental.

CONTRACT COST: The total amount payable by the Owner to the Contractor under the Contract Documents, and any amendments thereto.

PCMC: Park City Municipal Corporation (Owner).

PCDS: Park City Design Standards, Construction Specifications and Standard Drawings, Current Edition.

SBWRD: Snyderville Basin Water Reclamation District.

MUTCD: Manual on Uniform Traffic Control Devices, Current Edition.

SECTION 402

PRECONSTRUCTION PROCEDURES

AWARD: The Award of the Contract, if it is awarded, will be to the lowest qualified Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid Document. If the Contract is awarded, the Owner will give the successful Bidder a Notice of Award within forty-five (45) days after the opening of the Bids.

EXECUTION OF AGREEMENT: At least three copies of the Agreement and such other Contract Documents as practicable will be signed by the Owner and the Contractor within ten (10) days of the date of Notice of Award.

DELIVERY OF BONDS: Simultaneously with the execution and delivery of the Agreement, the Contractor will deliver to the Owner the required bonds.

FORFEITURE OF BID SECURITY: Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds within ten (10) days of the Notice of Award shall be just cause for the Owner to annul the Notice of Award and declare the Bid, and any security therefor, forfeited.

COPIES OF DOCUMENTS: The Owner will post Specifications and Drawings on the Owner website. Additional document copies will be furnished, at cost to the Contractor.

PROGRESS SCHEDULE: Within ten (10) days after execution of the Agreement, the Contractor will submit to the Owner's Representative for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a schedule of Shop Drawing submissions, and material plan. This schedule shall be updated twice monthly or as requested by the Owner's representative until Project completion.

PRECONSTRUCTION CONFERENCE: Before starting the Work the Contractor will furnish the Owner the Progress Schedule and certificates of insurance as required by Section 406; and a conference will be held to review the schedule, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project.

REVIEW OF CONTRACT DOCUMENTS: Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, local conditions and visiting the site.

QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS: Unless specifically requested otherwise in the Proposal, the apparent low Bidder, within 48 hours of Bid Opening, shall submit to the Owner's Representative for acceptance, a list of the names of Subcontractors, agents, and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work. Prior to the Notice of Award, the Owner's Representative will notify the apparent low Bidder in writing if the Owner, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Owner to make objection to any Subcontractor, person or organization on the list prior to the Notice of Award shall constitute provisional acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents, nor shall it constitute a waiver of Owner's right to require the Contractor to control the work site and, if necessary, cause a different Subcontractor to complete the work.

If, prior to the Notice of Award, the Owner has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the apparent low Bidder may, prior to Notice of Award either submit an acceptable substitute without an increase in its Bid price, or withdraw its bid. If, after the Notice of Award the Owner refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Bid Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued or the Owner may reject the bid and proceed to the next lowest responsible Bidder.

STARTING THE WORK: The Contractor will start the Work within ten (10) days of the written Notice to Proceed. No work shall be done prior to the date of the Notice to Proceed unless authorized by the Owner's Representative. The Contract Time shall commence on the date specified in the Notice to Proceed.

SECTION 403

CORRELATION AND INTERPRETATION OF CONTRACT DOCUMENTS

GENERAL: It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract

Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

CORRELATION AND INTERPRETATION: The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, it will call to the attention of the Owner's Representative in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings, Within the Specifications the order of precedence shall be as follows: Amendment, Items of Work and Construction Details, Special Provisions, Supplementary Provisions, Instructions to Bidders, General Conditions, Construction Specifications, and Material Specifications.

Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

Work, materials or equipment which have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

INTERPRETATION OF QUANTITIES IN BID SCHEDULE: The quantities appearing in the Bid Schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

SECTION 404

CONTRACTOR'S RESPONSIBILITY FOR WORK

LAWS TO BE OBSERVED: The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. It shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or its employees.

PERMITS, LICENSES AND TAXES: The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.

PATENTED DEVICES, MATERIALS AND PROCESSES: If the Contractor employs any design, device, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or Owner. The Contractor and the surety shall indemnify and save harmless the Owner and affected third party from any and all claims for infringement by reason of the use of such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses and damages which it may be required to pay by reason of any infringement at any time during the prosecution or after the completion of the work.

SANITARY PROVISIONS: The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and Local Boards of Health, or of other bodies or tribunals having jurisdiction therewith.

PUBLIC CONVENIENCE AND SAFETY: The Contractor shall at all times so conduct its work as to insure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the roadway, and the protection of persons and property, shall be provided for by the Contractor.

MAINTENANCE OF TRAFFIC: Unless otherwise provided, the road while under construction shall be kept open to public traffic by the Contractor. Potholes and other irregularities that develop under traffic shall be repaired as directed by the Project Manager. The Contractor shall also provide and maintain in a safe and usable condition temporary connections or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages and farms. The Contractor shall maintain a smooth riding dust free surface at all times, 24 hours a day and 7 days a week. Watering shall be applied in the amount ordered and, if directed by the Project Manager, bituminous material shall be applied as directed to provide a dustless temporary surface.

The Contractor shall provide for two-way traffic through construction operations, except where conditions warrant, as determined by the Project Manager, one-way traffic will be allowed. One-way traffic provisions shall apply when fresh bituminous material is being placed, when half-width pavement is being laid, or when necessary due to construction operations. The Contractor shall furnish adequately trained flagmen, warning signs and warning lights, and if necessary, pilot cars for the safe control of traffic. During suspension of work, two-way traffic operations shall be provided.

Snow removal will not be required by the Contractor for traffic service. Watering, or bituminous material used for dust control, and flagging and pilot car operation for protection of traffic on the road under construction will not be paid for separately, but costs shall be included in other items of work.

When so provided on the Plans or Special Provisions or required by the Project Manager, the Contractor shall bypass through traffic over an existing road or other specified detour route. Unless otherwise provided in the Contract, the Contractor will be paid for the cost of any work ordered performed by it for construction, maintenance and signing of the detour route at Contract unit prices.

During any suspension of work, the Contractor shall make passable and shall open to traffic such portions of the Project as may be agreed upon with the Project Manager. Thereafter, and until construction operations are resumed, the portions open to traffic shall be maintained by the Owner. When work is resumed, the Contractor shall replace or renew any work or materials lost or damaged because of such temporary use of the Project; shall remove as directed by the Project Manager any work or materials lost or damaged because of such temporary use of the Project; shall remove as directed by the Project Manager any work or materials used for temporary maintenance by the Owner; and shall complete the Project in every respect as though its prosecution had been continuous and without interference. All additional work caused by such suspensions, for reasons beyond the control of the Contractor, will be paid for by the Owner at Contract unit prices or as extra work.

If the Project Manager orders special maintenance for the benefit of the traveling public, then the Contractor shall be paid on the basis of unit prices or as extra work. No compensation will be allowed for special maintenance except that ordered in writing by the Project Manager. The Project Manager will be the sole judge of work classed as special maintenance. All work shall be in accordance with M.U.T.C.D. Standards. BARRICADES AND WARNING SIGNS: The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadways closed to traffic shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the Project where operations interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the plans.

All barricades, warning signs, lights, temporary signals and other protective devices must conform with the Manual on Uniform Traffic Control Devices (MUTCD), current edition or as directed by the Project Manager.

USE OF EXPLOSIVES: When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for any and all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner, in compliance with local laws and ordinances and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Project Manager and in general not closer than 1,000 feet from the road or from any building or camping area or place of human occupancy.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of its intention to use explosives and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: The Contractor shall be responsible for the preservation of all public and private property and shall protect from disturbance or damage all land monuments and property markers until the Project Manager has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor, during the prosecution of the work, shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work, or at any time due to defective work or materials; said responsibility will not be released until the Project has been completed and accepted. The Contractor will not be responsible for damage to persons or property due to design failure.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

Where the work involves changes in or protection of water supply lines, irrigation or drainage systems, and appurtenant structures and facilities, the Contractor will be required to conduct its operations in such manner and sequence as not to interfere with the property delivery or disposal of water, and the Contractor shall at all times cooperate with irrigation districts, drainage districts and corporate or individual Owners or users in providing for the continuance of established use and disposal of water. The Contractor shall be responsible for all claims caused by its negligence and shall indemnify and hold Owner harmless from all such claims.

The Contractor shall fence the right-of-way through all private property where specified on plans or directed before cutting or removing existing fences, and shall be responsible

for all damage due to livestock entering or leaving adjacent private property due to failure to comply with this subsection or other negligence on its part.

RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall indemnify and save harmless the Owner, its officers, and employees, from all suits, actions, or claims of any character brought about because of any injuries or damage received or sustained by any person, persons, or property on account of the negligent or intentional operations of the said Contractor, its agents, Subcontractors or assigns; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringement of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. The Contractor acknowledges that such indemnify and hold harmless may obviate certain immunity provided under the Workmen's Compensation Act and hereby expressly waives such statutory immunity for the purposes of this Contract's provision.

OPENING SECTIONS OF PROJECT TO TRAFFIC: Opening of sections of the work to traffic prior to completion of the entire Contract may be desirable from a traffic service standpoint, or may be necessary due to conditions inherent in the work, or by changes in the Contractor's work schedule, and may be necessary due to conditions or events unforeseen at the time of the Contract. Such openings as may be necessary due to any of the foregoing conditions shall be made when so ordered by the Project Manager. Under no condition shall such openings constitute acceptance of the work or a part thereof, or a waiver of any provisions of the Contract.

On any section opened by order of the Project Manager, whether covered in the Special Provisions or not, the Contractor shall not be required to assume any expense entailed in maintaining the road for traffic. Such expense shall be borne by the Owner, or compensated for on a time and material basis. On such portions of the Project which are ordered by the Project Manager to be opened for traffic, in the case of unforeseen necessity which is not the fault of the Contractor, compensation for additional expense, if any, to the Contractor and allowance of additional time, if any, for completion of any other items of work on the portions of the Project ordered by the Project Manager to be opened in the event of such unforeseen necessity, shall be as set forth in a change order mutually agreed on by the Project Manager and the Contractor as set forth hereinafter.

If the Contractor is dilatory in completing shoulder, drainage structures, or other features of the work, the Project Manager may so notify it in writing and establish herein a reasonable period of time in which the work should be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion of this period of time, the Project Manager may then order all or a portion of the Project opened to traffic. On such sections which are so ordered to be opened, the Contractor shall conduct the

remainder of the construction operations so as to cause the least obstruction. Cost of the Work by reason of opening such section to traffic shall be included under other items of work.

On any section opened to traffic under any of the above conditions, whether stated in the Special Provisions or opened by necessity of Contractor's operations or unforeseen necessity, any damage to the roadway not attributable to traffic which might occur on such section shall be repaired by the Contractor at its expense.

CONTRACTOR'S RESPONSIBILITY FOR WORK: Until final acceptance of the work by the Project Manager, as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, vandalism or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of, and without the fault or negligence of the Contractor, including but not restricted to "Act of God", of the public enemy or of government authorities. An "Act of God" is construed to mean an earthquake, flood, cloudburst, cyclone, or other natural occurrence of unusual violence. A rain, windstorm, flood, or other natural phenomenon of normal intensity for the particular locality shall not be construed as an "Act of God: and no reparation to the Contractor shall be made for damages to the work resulting therefrom. The Project Manager shall be the sole judge as to whether a particular natural phenomenon shall be classed as an "Act of God" or as a normal occurrence.

In case of suspension of work from any cause whatever, except as provided in Subsections 404 and 412, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under this Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

COOPERATION BY CONTRACTOR:The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Project Manager, regulating agency inspectors, and other Contractors in every way possible.

The Contractor shall have on the Work site at all times, as its agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who

shall receive instructions from the Project Manager or its authorized representatives. The Superintendent shall have full authority to execute the orders or directions of the Project Manager without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet. It shall keep the Project Manager informed as to its work schedule including prior notice before starting each phase of the Contract.

COOPERATION WITH UTILITIES: The Owner will notify all Owners of utilities of the proposed construction and conflicts requiring adjustment and endeavor to have all necessary adjustments of the utilities and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

All utilities and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted, are to be moved by the Owners at no expense to the Contractor, except as otherwise provided for in the Special Provisions or as noted on the Plans.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the Plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by it due to any interference from the said utility appurtenances or the operation of moving them.

In general, the Contract will indicate various utility items, certain of which are to be relocated or adjusted by the utility Owner and others which are to be relocated and adjusted by the Contractor. The special provision shall indicate the means of adjudication, if any, in case of failure by the utility Owner(s) to comply with their responsibility in relocating or adjusting their facility.

COOPERATION BETWEEN CONTRACTORS: The Owner reserves the right at any time to Contract for and perform other or additional work on or near the work covered by this Contract.

When separate Contracts are let within the limits of any one Project, each Contractor should conduct its work so as to keep to a minimum any interference or hindrance with the progress or completion of the work being performed by other Contractors. In case of unavoidable interference, the Project Manager will establish work priority which in general will be in the sequence that the Contracts were awarded. It is expected that there will be a reasonable amount of inconvenience and delay by reason of Contractors working within the limits of the same Project and to minimize this delay and inconvenience, they shall cooperate with each other as directed.

When separate concurrent Contracts are let within the limits of any one Project or multiple Contracts, each Contractor involved will submit a current realistic progress schedule. Before the Owner accepts the schedule, each party shall have the

opportunity to review all schedules. After this review and consultation, the Owner shall determine acceptable schedules.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall protect and save harmless the Owner from any damages or claims that may arise because of inconvenience, delay or loss because of the presence of other Contractors working within the same Project.

The Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limit of the same Project. It shall join its work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES: At points where the Contractor's operations are adjacent to properties or railway, telegraph, telephone, gas, cable T.V. and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. The Owner shall not be responsible for damages to any existing utilities caused by the Contractor.

NO WAIVER OF LEGAL RIGHTS: The Owner or the Contractor shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed, and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work materials do not in fact conform to the Contract. The Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power

herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

DUST AND SMOKE CONTROL: Dust and smoke control will be required in all areas.

PRESERVATION OF VEGETATION, LAND FEATURES, STREAMS, and LAKES AND RESERVOIRS: Any removal, destruction or damage of vegetation shall be avoided unless approved by the Project Manager. Equipment access roads, turnarounds and other grading and crossing of areas beyond the limits of construction shall be kept to a minimum. Such areas shall be designated on the Plans by the Contractor, subject to review of and approval by the Project Manager. Roads for fence construction shall be constructed only when necessary as determined by the Project Manager.

Destruction of or damage to streams, lakes, reservoirs, rock and other land formations having aesthetic value shall be avoided. Areas outside the roadway limits including equipment access roads, turnarounds, and other areas used by equipment which are damaged, denuded or obliterated by the Contractor's operations shall be replanted or repaired by the Contractor at its own expense.

The Contractor shall take precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride, or other harmful minerals. It shall conduct and schedule its operations so as to avoid or minimize siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

SECTION 405

PROPERTY, SUBSURFACE CONDITIONS AND SURVEYS

AVAILABILITY OF LANDS: If applicable, the Owner will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles it to an extension of the Contract Time, it may make a claim therefor as provided in Section 413.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

The Owner will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

UNFORESEEN SUBSURFACE CONDITIONS: The Contractor will promptly notify the Project Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Project Manager will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner, through the Project Manager, will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the Project Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

SURVEYS: (If included in Contract)

- (a) Staking Out Work: Prior to construction activities the Contractor will begin staking operations to establish the horizontal and vertical control for the job site. The Contractor will be responsible for, without any additional cost to the Owner, all surveying required.
- (b) Replacement of Stakes: The Contractor is responsible for the protection and preservation of all established reference points and stakes. Should the Contractor disturb or remove any stakes due to its negligence the Contractor will reestablish such stakes at the Contractor's expense.

SECTION 407

PROSECUTION AND PROGRESS

NOTICE TO PROCEED: Following the execution of the Contract, notice will be given the Contractor in writing to proceed with the work. The Contractor shall begin the work on or before the 10th day following the date of the Notice to Proceed. It shall notify the Project Manager at least 2 days before beginning work.

SUBLETTING OF CONTRACT: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Project Manager. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with its own organization work amounting to not less than fifty percent (50%) of the Contract Cost except that any items designated in the Contract as "specialty items" may be performed by Subcontractor and may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with its own organization. No Subcontracts or transfer of Contract shall release the Contractor of its liability under the Contracts and Bonds.

If any portion of a Contract item is subcontracted, the entire item shall be considered as subcontracted in computing the percentage of work sublet. Under no condition may a Subcontractor subcontract any portion of the work except portions of specialty items as listed in the Proposal.

Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any Contractual relationship between Owner or Project Manager and any Subcontractor or other person or organization having a direct contact with Contractor, nor shall it create any obligation on the part of Owner or Project Manager to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Project Manager may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

PROSECUTION AND PROGRESS: The Contractor shall furnish the Project Manager with a "Progress Schedule" for its approval. The Progress Schedule may be used as the basis for establishing major construction operations and as a check on the progress of the work.

The Contractor shall provide sufficient material, equipment and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the time set forth in the proposal. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Project Manager at least twenty-four (24) hours in advance of resuming operations.

LIMITATIONS OF OPERATION: The Contractor shall conduct its work at all times in such a manner and in such sequence as will assure the least interference with use by the public traffic. Sections of the road used by traffic or where satisfactory detours are impracticable shall not be disturbed until the construction work over these sections can be promptly completed including the placing of a satisfactory surface or base course.

Night Work will not be allowed.

CHARACTER OF WORKERS, METHODS AND EQUIPMENT: The Contractor shall at all-time employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these Specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work in the operation of the equipment required to perform all work properly and satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the Project shall be such that no injury to the roadway, adjacent property or other roadways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that it demonstrates to the satisfaction of the Project Manager will accomplish the Contract work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Project Manager. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, it may request authority from the Project Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Project Manager determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with the work of specified quality, or take such other corrective action as the Project Manager may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these Provisions.

SUPERVISION AND SUPERINTENDENT: The Contractor will supervise and direct the Work efficiently and with its best skill and attention. It will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

The Contractor will keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner's Representative except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

RECORD DRAWINGS: The Contractor will keep one record copy of all Specifications, Drawings, Amendments, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall

be available to the Project Manager and shall be delivered to it for the Owner upon completion of the Project. The Contractor also shall provide to the Owner, Park City and SBWRD an accurate reproducible record of all facilities, the locations of which to have been determined and noted by reasonable Standard Survey Practices and certified by a Utah licensed surveyor at the completion of the Contract and prior to acceptance by the Owner. These record drawings must be approved by Park City and SBWRD before they will be acceptable to the Owner.

DETERMINATION OF CONTRACT TIME: The Contract time for completion will be stated in the proposal and Contracted by target dates for item completion.

- (a) No exclusion of Contract time will be made if the work is suspended due to noncompliance.
- (b) Suspension of work on some, but not all items as ordered by the Project Manager shall be considered partial suspension. In case of partial suspension, not due to any fault of the Contractor, the amount of time to be charged shall be computed on the basis of the proportion of the value of items of work that could be performed to the total value of the original Contract amount.
- (c) When suspended work is ordered resumed by the Project Manager, computation of Contract time shall commence on the date specified in the order.

EXTENSION AND ADJUSTMENT OF TIME: Contract time specified for performance of the Contract as awarded is based on the original quantities as defined in Subsection 403 (Correlation and Interpretation of Contract Documents). If satisfactory fulfillment of the Contract requires performance of extra work, or work in greater quantities than those set forth in the proposal, the number of days allowed for performance will be increased in the same proportion as the cost of increased work bears to the Contract amount. If extra work is required which delays the progress of Contract items or the completion of the Contract, adjustments in Contract time may be made commensurate with the delays caused by the performance of the extra work. The Contractor shall be notified in writing by the Project Manager of the extension of time allowed, if any, for this work at the time of negotiations. Adjustments in Contract time or the completion date may also be made to allow for time lost due to strikes, lockouts, unusual delays in transportation, acts of God or for suspension of work ordered by the Project Manager for reasons which are not the fault of the Contractor. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, as specified or as extended in accordance with the provisions of this subsection, it may, at any time prior to the expiration of the Contract time as extended, make a written request to the Project Manager for an extension of time setting forth therein the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not valid reason for extension of time. If the Project Manager finds

that the work was delayed because of conditions beyond the control and without the fault of the Contractor, it may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

FAILURE TO COMPLETE ON TIME: For each calendar day that any work shall remain uncompleted, surpassing Contract time provided for in the Contract, the agreed sum specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the Contract time for completion of the work granted under the provisions of Subsection 407 (Determination of Contract Time).

The sum agreed to herein by the Contractor as liquidated damages to the Owner is as set forth in section 7 of the Contract Agreement.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

DEFAULT AND OWNER'S RIGHT TO PROSECUTE THE WORK: If the Contractor:

- (a) Fails to begin work under the Contract within the time specified in the Contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the completion of said work within the time specified, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of the work, or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- (f) Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Allows any final judgment to stand against it unsatisfied for a period of 10 days, or

- (h) Makes an assignment for the benefit of creditors, or
- (l) For any other causes whatsoever, fails to carry on the work in an acceptable manner, the Project Manager will give the Contractor and Surety written notice specifying the delay, neglect, or default and the action to be taken by them.

If the Contractor or Surety, within a period of 10 days after such notice, shall not proceed in accordance therewith, then the Owner will, upon written notification from the Project Manager of the fact of such delays, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the said Contractor. The Owner may appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Project Manager will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

SAFETY REQUIREMENTS: In order to protect the life and health of employees in the performance of this Contract, the Contractor shall comply with the General Safety orders Covering Utah Industries, other than mining, issued by the Industrial Commission of Utah, and all provisions of the current Occupational Safety and Health Act.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the Work and other persons who may be affected thereby:
- (b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site: and
- (c) Other property at the 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.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It will erect and maintain as required by the conditions and progress of the work, all necessary safeguards for safety and protection, and in addition it will comply with all applicable recommendations of the Manual of accident Prevention in Construction of the Associates General Contractors of America, Inc. It will notify Owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in paragraphs b. and c. (Safety Requirements) above, caused directly or indirectly by employees of any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or the Project Manager or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly in whole or in part, to the fault or negligence of the Contractor.

The Contractor will designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

EMERGENCIES: In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager is obligated to act, at its discretion, to prevent threatened damage, injury or loss. It will give the Project Manager prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Cost or an extension of the Contract Time, it may make a claim as provided in Section 412 (Suspension and Termination of Work) of the Contract Documents.

Nothing in the Contract shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or State and local laws and ordinances.

The Contractor shall also cooperate in enforcing any additional safety measures the Project Manager may determine to be necessary.

The Contractor shall maintain an accurate record of and shall report to the Project Manager on specified forms, all cases of death and accidents arising out of or in the course of employment on Work under this Contract.

The Project Manager may notify the Contractor in writing of any noncompliance with the foregoing provisions and the Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed.

If the Contractor fails or refuses to comply promptly, the Project Manager may issue an order stopping all or any part of the work. Such stoppage of work will not relieve the Contractor of finishing the Project within the specified Contract completion time. When satisfactory corrective action is taken a start order will be issued.

MEASUREMENT OF QUANTITIES: All Work completed under the Contract will be measured by the Owner's Representative or its agent according to United States standard measure.

A station when used as definition or term of measurement will be 100 linear feet. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be of those methods generally recognized as conforming to good Project Managing practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered by the Project Manager.

All items which are measured by the linear foot, such as pipe culverts, fences, under drains, etc., will be measured parallel to the base of foundations upon which structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The Term "gage" when used in connection with the measurement of sheet steel, will mean the manufacturers standard gage and inch thickness equivalent and tolerances in accordance with ASTM Designation A568.

The term "gage" when used in connection with aluminum alloy pipe will be the thickness specified in AASHTO M196 or AASHTO 197. When the term "gage" refers to the measurement of steel wire, it will mean the equivalent thickness specified in AASHTO Designation M-32, and tolerances specified in ASTM Designation A-510.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weight shall be weighted on accurate approved scales by competent, qualified personnel at the location designated by the Project Manager. If platform scales are used, they shall be of sufficient size to permit the entire vehicle or a combination of vehicles to rest upon the scales. If material is shipped by rail, the car weight may be accepted provided the actual weight of material only will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighted empty daily at such times, as the Project Manager directs, and each truck shall bear a legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Project Manager, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Project Manager in writing, material specified to be measured by the cubic yard may be weighted and such weights will be converted to cubic yards for payment purposes. Factor for conversion with weight measurement to volume measurement will be determined by the Project Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton unless otherwise specified. Volumes will be measured at 60° F. or will be corrected to the volume at 60° F. using ASTM D 1250 for asphalt or ASTM D 633 for tars. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the Work. When bituminous materials are shipped by truck or transport, net certified weights or volume subject to correction for loss of foaming may be used for computing quantities. Trucks or truck transports may also be weighed on the Contractor's scales on the Project. If discrepancies between weights there obtained and certified refinery weights exist, the weight determined on the Project will be used in computing quantities for payment.

Cement will be measured by the barrel or bag. A bag is one-quarter of a barrel or 94 pounds. The term barrel will mean 376 pounds of cement.

Timber will be measured by board feet (B.F.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling of the equipment within the limits of the Project unless special equipment has been ordered by the Project Manager in connection with force account work in which case travel time and transportation to the Project will be measured. If equipment has been ordered held on the job on a standby basis by the Project

Manager, standby rates for the equipment will be paid according to the standby equipment rental rate.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit, weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specification, manufacturing tolerances established by the industries involved will be accepted.

SCOPE OF PAYMENT: The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of Subsection 404 (Preservation of Vegetation, Land Features, Streams, Lakes and Reservoirs).

If the "Basis of Payment" clause in the Specifications relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Specifications.

Except as otherwise specified herein, no direct payment will be made for the various miscellaneous and incidental items of work to be performed, nor for accessories to be furnished and installed. All cost in connection therewith shall be considered as incidental to the construction and shall be included in the unit Contract price of the appropriate item(s) in the Bid proposal. E.G. Construction Surveying.

COMPENSATION FOR ALTERED QUANTITIES: When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract unit prices for the accepted quantities of work done. No allowances will be made for any increase expense, loss of expected reimbursement therefor, or from any other cause.

EXTRA WORK: Extra work will be paid for at the unit prices, approved rental rates, lump sum, or "time and materials basis", as stipulated in the order authorizing the work subject to the provisions of Section 410 (Changes in the Work).

PARTIAL PAYMENT: Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Project Manager of the value of the work performed and materials complete in place in accordance with the Contract and for materials delivered.

No partial payment will be made when the total value of the work done since the last estimated amounts to less than Five Hundred Dollars (\$500.00).

From the total of the amounts ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until after completion of the entire Contract in an acceptable manner. The balance, or an amount equivalent to ninety percent (90%) of the whole, less all previous payments, shall be certified for payment.

Partial payments of the amounts ascertained as payable, less retainage, shall be made by the Owner to the Contractor within thirty (30) days of receipt of partial payment request from Contractor.

REQUESTS FOR PARTIAL PAYMENT AND CONTRACTOR'S WARRANTY OF TITLE:

- (a) At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Project Manager for review the Request for Payment filled out and signed by the Contractor covering the work completed as of the date of the Request and supported by such data as the Project Manager may reasonable require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Request for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance.
- (b) The Contractor warrants and guarantees that title to all work, materials and equipment covered by a Request for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Request for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General conditions referred to as "Liens"); and that no work, materials, or equipment covered by Request for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Contractor shall furnish a partial waiver of lien for the full amount of payment due at the time of its first request for partial payment. Each subsequent payment application shall include the Contractor's current partial waiver of lien and partial waivers of lien of Subcontractors and suppliers included in the previous month's payment application, to the full extent of that portion of the payment due to them.

ACCEPTANCE AND FINAL PAYMENT:

(a) PARTIAL ACCEPTANCE

If at any time during the prosecution of the Project the Contractor satisfactorily completes a unit or portion of the Project, and such unit or portion is deemed necessary for the convenience of the public, such as a structure, pipeline, pump station or section of road, it may request the Project Manager to make final inspection of that unit. If the Project Manager finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract it may make written acceptance of that unit as being completed and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

(b) FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If all construction provided for and contemplated by the Contract is found completed to its satisfaction that inspection shall constitute the final inspection and the Project Manager will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Project Manager will give the Contractor the necessary instruction for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Project Manager will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

When the Project has been accepted as provided above, the Project Manager will prepare the final estimate of the quantities of the various classes of work performed. After approval of such final estimate by the Contractor, it will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract.

All prior partial estimates shall be subject to correction in the final estimate and payment.

Should the Contractor be of the opinion that it is entitled to more or additional payment, the Contractor shall, within thirty days after the final estimate is submitted for its approval, file with the Owner a full, complete and itemized written statement setting forth its claim for adjustment. All claims not itemized in said statement are waived by the Contractor. Submission of claims by the Contractor will not be reason for withholding full payment of the total value of work shown on the Project Manager's final estimate. The claim will be evaluated by the Owner. If it is determined that additional payment is due, the final estimate will, under the terms of the Contract, be revised accordingly; otherwise, the estimate as submitted will be final.

(c) ACCEPTANCE AND FINAL PAYMENT:

All work must be accepted by both the Park City Municipal Corporation and the Snyderville Basin Water Reclamation District before Final Payment can be made. Upon such acceptance, the warranty period begins and the entire balance found to be due the Contractor, including retained percentages, but except such sums retained by the Owner, as per other sections of this specification shall be paid to the Contractor within 30 days of completion and acceptance of the work. Release of liens required from all Subcontractors prior to final payment.

CLAIMS FOR ADJUSTMENT AND DISPUTES: If, in any case, where the Contractor deems that additional compensations due it for work or material not clearly covered in the Contract or not ordered by the Project Manager as extra work as defined herein, the Contractor shall notify the Project Manager in writing of its intention to make claim for such additional compensation before it begins the work on which it bases the claim. If such notification is not given and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim after consideration by the Project Manager is found to be just, it shall be paid as extra work as provided herein.

SECTION 408

OWNER'S RESPONSIBILITIES

COMMUNICATION WITH CONTRACTOR: The Owner will issue all communications to the Contractor through the Project Manager.

DATA AND PAYMENTS: The Owner will furnish the data required of it under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Section 407 (Prosecution and Progress).

SURVEYS AND LANDS: The Owner's duties in providing lands, boundary surveys and establishing reference points is set forth in Section 405 (Property, Subsurface Conditions & Surveys).

CHANGES IN THE WORK: In addition to its rights to request changes in the Work in accordance with Section 410 (Change Orders), the Owner will be obligated to execute Change Orders in accordance therewith.

SUSPENSION OR STOPPING OF WORK: In connection with the Owner's right to stop Work or suspend Work, Section 412 (Suspension and Termination of Work) is applicable. The Owner's right to terminate the Contractor is also defined in Section 407 (Prosecution and Progress).

SECTION 409

OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE: An Owner's Representative may be present during the construction period. The duties and responsibilities and the limitations of authority of the Owner's Representative during construction are set forth in these General Conditions and shall not be extended without written consent of the Owner.

VISITS TO SITE: An Owner's Representative may make periodic visits to the site to observe the progress and quality of the executed Work and to determine in general, if the Work is proceeding in accordance with the Contract Documents. It will not be required to make exhaustive or continuous onsite observations to check the quality or quantity of the Work. Its efforts will be directed toward providing assurance for the Owner that the complete Project will conform to the requirements of the Contract Documents. On the basis of its periodic onsite observations as an experienced and qualified professional, it will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of Contractors.

DECISIONS ON DISAGREEMENTS: The Project Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In its capacity as interpreter and judge it will exercise its best efforts to insure faithful performance by both the Owner and the Contractor. It will not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Project Manager for decision; which it shall render in writing within a reasonable time.

LIMITATIONS ON OWNER'S RESPONSIBILITIES: Neither the authority of the Owner's Representative to act under this Section nor any decision made by it in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

Neither the Owner nor Owner's Representative will be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and will not be responsible for the Contractors failure to perform the Work in accordance with the Contract Documents.

The Owner or Owner's Representative will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of its or their agents or employees, or any other persons performing any of the Work.

SECTION 410

CHANGES IN THE WORK:

- (A) Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Time, an equitable adjustment will be made as provided in Subsection 410 (Change of Contract Price) or Subsection 407 (Extension & Adjustment of Time) on the basis of a claim made by either party.
- (B) Project Manager may authorize minor changes in the Work (not involving an adjustment in the Contract Price or the Contract Time) which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in

Subsection 410 (Change of Contract Price) or Subsection 407 (Extension & adjustment of Time).

- (C) Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Subsection 407 (Emergencies).
- (D) Owner shall execute appropriate Change Orders prepared by Project Manager covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 410-I (Deleted) 410-J Cash Allowances, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Project Manager.
- (E) If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

CHANGE OF CONTRACT PRICE:

- (A) A Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.
- (B) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Project Manager within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Project Manager if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- (C) The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 410-I, (Deleted).
- (2) By Mutual Acceptance of a lump sum.

SECTION 411

GUARANTEES, TESTS, INSPECTIONS CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE: The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, test or approvals referred to in paragraph (Tests and Inspections) below. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the Section.

TESTS AND INSPECTIONS: If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness therefore, the Contractor will furnish the Project Manager the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society of Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the Project Manager it must, if requested by the Project Manager be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

Neither observations by the Project Manager, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

ACCESS TO THE WORK: The Owner's Representative and Project Manager, and their representatives and other representatives of the Owner will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

UNCOVERING THE WORK: If any work is covered contrary to the written request of the Project Manager it must, if requested by the Project Manager be uncovered for its observation and replaced at the Contractor's expense.

If any Work has been covered which the Project Manager has not requested to observe prior to its being covered, or the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the request of the Project Manager will uncover, expose or otherwise make available for observation inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Cost or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefor as provided in Section 407 (Prosecution and Progress) and Section 410 (Change Orders).

CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by the Project Manager prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as specified by the Project Manager either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Project Manager remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from the Project Manager, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor will also bear the expense of making good all Work destroyed or damaged by its correction; and the expense of removal or replacement of its defective Work.

CORRECTION PERIOD: If, after the approval of final payment and prior to the expiration of eighteen (18) months after the date of Substantial Completion as granted by the Park City and SBWRD Engineers or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, and Work is found to be defective the Contractor will promptly, without costs to the Owner and in accordance with the Owner's written instruction, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept it, it may do so. In such cases, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the Owner.

NEGLECTED WORK BY CONTRACTOR: If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the cost. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

SECTION 412

SUSPENSION AND TERMINATION OF WORK

OWNER'S SUSPENSION OF WORK: The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will resume the Work on the date so fixed. With the exception of the period from November 1 to May 1 the Contractor will be allowed an increase in the Contract Cost or an extension of the Contract Time, or both, directly attributable to any suspension if it makes a claim therefor as provided in Section 412 (Suspension and Termination of Work). In no manner shall this paragraph be construed to compromise the determination of Contract time as outlined by Section 407 (Determination of Contract Time).

OWNER'S TERMINATION OF WORK: If the Contractor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditor, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if it fails to supply sufficient skilled workers or suitable materials or equipment, or if it fails to make prompt payments to Subcontractors or for labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the Project Manager or if it otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety seven days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools construction equipment

and machinery thereon owned by the Contractor, and finish the Work by whatever method it may deem expedient.

In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Cost exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor or its Surety will pay the difference to the Owner. The direct and indirect costs of completing the Project incurred by the Owner will be determined by the Project Manager and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. The termination does not relieve the Owner of the responsibility for payment of monies due to the Contractor for work completed satisfactorily.

Upon seven (7) days' written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit (15%) for work executed.

CONTRACTOR'S STOPPING OR TERMINATION OF WORK: If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any Request for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Project Manager then the Contractor may, upon seven days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit (5%) for work executed. In addition and in lieu of terminating the Agreement, if the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Owner to stop the Work until it has been paid all amounts then due.

SECTION 413

MISCELLANEOUS

WRITTEN NOTICE: Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to it who gives the notice.

OWNERSHIP OF SPECIFICATIONS AND DRAWINGS: All specifications, drawings and copies thereof furnished by the Project Manager are instruments of professional service and shall remain the property of the Project Manager. They shall not be used

on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to it on request upon completion of the Project.

RIGHTS AND REMEDIES: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by the General Conditions of the Contract, and the rights and remedies available to the Owner thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents.

SECTION 450

SPECIAL PROVISIONS

Construction Specifications and Standard Drawings" (PCDS), as presented in the May 1996 edition of the Park City Design Standards and updated in the May 1997 edition, will be used as the basis for the design, specification and construction of this Project except as modified and amended herein. Copies of the PCDS may be obtained from the Office of the City Project Manager.

Where reference is made in the PCDS to SBWRD Standards and Specifications, such reference shall be to the "Design Standards and Construction Specifications for Sanitary Sewers in the Snyderville Basin Sewer Improvement District, and any addendum or revisions adopted since that time. Copies of the SBWRD Standards and specifications may be obtained from the SBWRD office.

The following sections of the PCDS are applicable to this Project, including all modifications and amendments as listed herein:

- Section 100 - General Requirements
- Section 200- General Improvement Requirements and Design Guidelines
- Section 500 - Street Construction and Related Work
- Section 501 - Earthwork
- Section 503 - Subgrade, Borrow and imported fill materials
- Section 505 - Watering
- Section 506 - Excavation for Structures
- Section 510 - Untreated Aggregate Base Course
- Section 520 - Asphalt Materials
- Section 521 - Plant Mix Bituminous Pavement
- Section 522 - Bituminous Prime Coat
- Section 523 - Bituminous Tack Coat
- Section 524 - Bituminous Seal Coat
- Section 525 - Plant Mix Bituminous Seal Coat
- Section 530 - Portland Cement Concrete
- Section 532 - Concrete Curb and Gutter, Concrete Gutter, Driveways
- Section 540 - Street Lighting and Signing

Section 541 - Topsoil
Section 542 - Seeding, Lawn Removal and Replacement
Section 543 - Rip-rap
Section 550 - Removal of Existing Street Improvements
Section 551- Placement and adjustment of new and existing utility structures
to finish grade
Section 552 - Pavement Patching
Section 553 - Finishing and Cleanup
Section 600 - Sanitary Sewers and Storm Drains
Section 601 - Pipe, Materials and Testing
Section 602 - Trench Excavation, Backfill, Foundation and Bedding for
Sewers, Drains, and Culverts
Section 603 - Pipe Laying and Jointing
Section 604 - Manholes
Section 605 - Catch Basins and Inlets
Section 606 - Subsurface Undertrains
Section 607 - Sewer Laterals and Cleanouts
Section 700 - Water Main and Service Line Construction
Section 701 - Pipe for Water Mains
Section 702 - Trench Excavation and Backfill for Water Mains
Section 703 - Pipe Installation for Water Mains
Section 704 - Valves for Water Mains
Section 705 - Water Service Connections and Fire Lines
Section 706 - Fire Hydrants
Section 707 - Restoration and Cleanup of Water Main Construction
Appendix - Section 12.2 of Utah State Board of Health Drinking Water
Regulations

Additional provisions to the PCDS are as follows:

100.8 Explanation of Measurement and Payment.

The method of measurement and basis of payment in sections of the PCDS applicable to this Project shall be deleted. The method of measurement and basis of payment as set forth in the Supplementary Specifications contained herein shall be used for this Project.

All completed work must be approved by the Park City Project Manager and the Snyderville Basin Sewer Improvement District prior to final acceptance and payment by the Owner. Necessary inspection services shall be scheduled by the Contractor.

Contractor's License: All Contractors, Subcontractors and specialty Contractors shall be licensed and bonded in the State of Utah and shall also have a current and valid Park City business license. All licensing must be valid prior to execution of the Contract agreement and shall remain so throughout the entire Contract.

Pre-Construction Conference: The pre-construction conference will be arranged by the Project Manager within five (5) days after the award of the Contract. The Contractor's supervisory personnel for this Project shall attend this meeting.

Cooperation with Utilities: The Contractor will notify all Owners of utilities, including, but not limited to water, sanitary sewer, telephone, electrical, natural gas, and television cable of the proposed construction.

The Contractor is responsible for meeting with and coordinating its construction activities with those of the utility companies involved.

Should the Contractor experience a failure by the utility Owners to comply with their responsibility of relocating or adjusting their facility, the Owner must be notified immediately in writing.

The Contractor shall be responsible for locating and marking existing utilities before any excavation is begun and shall also be responsible for all damage done to any public utility.

"OR EQUAL CLAUSE": When the clause "or equal" or "or approved equal" is used following the description of an item of equipment, etc., the Contractor shall not purchase or install a substitute without written permission from the Project Manager.

Where material is listed by manufacturer and trade name, with no qualifying statement, such material shall be furnished without substitution.

Where material is listed by manufacturer and trade name, and such name is preceded by word "as" or "similar" to, or followed by words "or equal" or "approved equal". Bidder shall have option of submitting for approval substitute material which it considers equal to that specified, only if request is submitted for approval at least seven (7) days before the bids are due. The burden of proof that materials are equal shall be upon the Bidder requesting their use. Therefore, the Bidder shall furnish three copies of this request for approval and supporting data. If approved, the Project Manager will approve the request in writing and by addendum. No equal material may be used without written approval.

Where more than one material or manufacturer is named, the Bidder has the option of selecting any one of the manufacturers or materials named.

Where materials listed by description or by ASTM or AWWA numbers only, any product meeting or exceeding requirements of such specification will be acceptable.

SURVEYING: Should all construction surveying be by the Contractor, he shall furnish to Owner copies of, complete and reduced field notes.

PERIODICAL ON-SITE CONSTRUCTION MEETING: At the pre-construction meeting, the Project Manager and Contractor's superintendent will schedule regular onsite meetings. At these on-site meetings, the Contractor will provide a written outline of the upcoming work to be performed and requests for the necessary reviewing agency inspections.

RECORD DRAWING: As per Section 407 (Record Drawings), the Contractor is responsible for keeping good records of all construction including, but not limited to, vertical and horizontal measurements of water valves, tees, crosses, and house connections, sewer lines, sewer manholes, sewer lateral tees or ties, lateral lengths, and lengths and locations of all public utility crossings, conduits, and/or stubs. These records are to be certified as correct by a Utah licensed Surveyor or Engineer and shall be in accordance with Park City and S.B.S.I.D. requirements. Failure by the Contractor to perform this necessary record keeping may result in additional surveying and exploration by the Contractor and its surveyor to fulfill obligations to appropriate government agencies. The cost of this additional work will be born by the Contractor at no additional cost to the Owner.

Incentive for Completion/Liquidated Damages: If the work, or any part thereof, is not completed within the time agreed upon in this Contract or any revisions thereof, the Contractor shall be liable to the Owner in the amount as outlined in the General Conditions. The Owner shall have the right to deduct from and retain out of the monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect payment in full of such liquidated damages.

Seasonal Shutdown: No seasonal shut down is anticipated.

Time of Completion: All work associated with this Contract shall be completed per the schedule of completion dates within Section 7 of the Contract Agreement.

Calendar Days and Time Extension: Calendar days are defined in the General Conditions. Extension of time will be handled as defined in the General Conditions.

Workweek and Construction Schedule: A detailed construction schedule is required, along with a list of equipment and anticipated manpower. Please submit this schedule and list along with the bid package. Any bids received without this schedule will have cause for rejection.

Concrete: All concrete must be completely poured into its forms no later than ninety (90) minutes from the time water was first added to the mix. Any concrete not meeting these requirements will be rejected.

Water Pipe Joint Deflection: As per requirement from the Project Manager, water pipe joints will not be pulled. Installation of bends shall be required when necessary to

maintain design alignment, unless otherwise specifically approved by the Project Manager.

Limits of Operation: The Contractor shall limit operations for sidewalk and landscape construction to within the road rights-of-way and construction easements as designated on the plans. The Contractor shall limit paving improvement operations to the limits of existing pavement of roads as shown on the location map. The Contractor shall limit cart path construction operations to a 12-foot strip centered about the new or existing cart path under construction as shown on the location map. If the Contractor fails to limit his operations as described above and thus, damages or disturbs areas outside of the construction limits, the Contractor shall be responsible for mitigation of damages to such areas at the Contractors expense. The mitigation plan will be determined by Park City Municipal Corporation and shall be binding on the Contractor and will be non-negotiable.

Maintenance of Traffic: Do not close roadways without approval from Park City Municipal Corporation. Notify Park City Municipal Corporation a minimum of twenty (24) hours in advance of proposed road closure. Provide and maintain required signs in accordance with Park City regulations for road closure.

Hours of Operation: No construction shall commence prior to 7:00 a.m. No new construction shall commence after 6:00 p.m. to allow all operations to be completed for the day by 7:00 p.m. Construction activities must be sensitive to the resort nature of Park City and have appropriate detour signage and advance notification of areas affected to facilitate non-intrusive activities. Prior notice must be given and approval obtained from Kenzie Coulson, Project Manager, prior to initiating work on these streets.

The Contractor accepts the above General Conditions of the Contract and agrees to complete the Work within the time indicated.

Contractor's Name

By Title

Parking Structure Maintenance and Repair



- Prepare and recoat existing coating that is showing signs of wear (2,200 sq. ft.)

East upper level entrance

- Prepare and recoat existing coating that is showing signs of wear (8,500 sq. ft.)

Bus Garage parking structure

Eastern and Western stair tower tread and landing coating.



- Caulk area at the nosings in preparation for the installation of the water proofing membrane.
- Prepare and coat 30 total guardrail posts in preparation of the waterproofing membrane
- Prepare and coat the area at the stair treads and landings, including the vertical faces and stair stringer with the waterproofing membrane

Remove and reapply traffic bearing membrane to top level



- The traffic bearing membrane that is currently in place is showing signs of wearing out. It is possible that the existing membrane is not secure enough to the concrete to allow for a re-application of the water proofing membrane.
- Complete removal and shot blast of the concrete.
- Installation of the waterproofing membrane for entire top level.

Parking Structure Maintenance and Repair

Remove and reinstall new expansion joint in top level



- The Joint is past it's useful life and has been leaking into the garage



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

In August 2014 the City engaged in mediation with the owners of the EHU, the Smiths, and the Silver Strike Home Owners Association (HOA) and entered into an agreement (Attachment A). The City agreed to and has paid the Silver Strike HOA \$10K to cover back HOA fees and attorney fees and \$163.27 per month (approximately \$2K/year) on behalf of the Smiths in order to maintain the affordability of the EHU. When the HOA fees increase above \$776.64, the City pays the increased amount as well as additional assessments. In exchange, the City received the right of second refusal (the HOA has the right of first refusal), release claims from the Smiths, and put the EHU back into affordability.

The relationship between the Smiths and the HOA has been and remains hostile. Last month, the HOA asked the City to participate financially in purchasing the EHU from the Smiths to extinguish the hostilities and the potential of future litigation. This amount is approximately \$107K above the deed restricted maximum sale price of the unit (\$153,035). The HOA's request of the City was to remove the EHU Master Planned Development (MPD) approval obligation and allow the unit to be sold at market rate to avoid future problems.

To date the City has paid the following as a result of the August 2014 settlement agreement:

- Mediation settlement payment, \$10K
- HOA dues subsidies since September 2014 to date, \$8,347.36

HOA dues have increased each year. Over the last two years, the HOA fees have increased between eight and nine percent annually. If the HOA fees continue to increase the same rate, the City's HOA fee subsidy of \$2,877 annually for the EHU will increase to \$4,428 in five years and is paid for by the Lower Park Avenue Redevelopment Agency (RDA) affordable housing funds. For this reason and in addition to ongoing staff time anticipated on the ongoing disputes, staff recommends the City purchase the unit to resolve the unaffordable HOA fees, and eliminates future ongoing payments to the HOA.

The HOA and the EHU owner litigated over the owner's use of the Unit as a home business which violated the Covenants, Conditions & Restrictions (CCRs). The District Court found in favor of the HOA and awarded them a judgment of approximately \$90,000 in attorneys' fees. There is the possibility of future litigation over the conflict of the meaning of the term special assessment in the mediation agreement and the CCRs.

Respectfully:

Anne Laurent,

City Council Staff Report



Subject: Purchase of Silver Strike EHU
Author: Anne Laurent, Community Development Director
Department: Community Development
Date: July 20, 2017
Type of Item: Purchase of Real Property

Summary Recommendation

Staff recommends entering into an agreement with the current owner, Daine and Eyreka Smith, to buy the Silver Strike Employee Housing Unit (EHU), for the amount of \$260,000, forgive the development of the EHU obligation, and re-sell the unit at market rate. Proceeds from the re-sale of the unit will go toward the City's affordable housing fund and \$33K will go toward the HOA's attorney fees. Additionally, staff recommends the HOA, Smiths, and City enter into a settlement agreement to eliminate the existing settlement agreement between the City and the Smiths regarding HOA fees and further eliminate the EHU requirement of the Silver Strike development.

Executive Summary/Background

In August 2014 the City engaged in mediation with the owners of the EHU, the Smiths, and the Silver Strike Home Owners Association (HOA) and entered into an agreement (Attachment A). The City agreed to and has paid the Silver Strike HOA \$10K to cover back HOA fees and attorney fees and \$163.27 per month (approximately \$2K/year) on behalf of the Smiths in order to maintain the affordability of the EHU. When the HOA fees increase above \$776.64, the City pays the increased amount as well as additional assessments. In exchange, the City received the right of second refusal (the HOA has the right of first refusal), release claims from the Smiths, and put the EHU back into affordability.

Recently, the HOA asked the City to participate financially in purchasing the EHU from the Smiths due to on-going issues between the parties. This amount is approximately \$107K above the deed restricted maximum sale price of the unit (\$153,035). The HOA's request of the City was to remove the EHU Master Planned Development (MPD) approval obligation and allow the unit to be sold at market rate to avoid future problems.

To date the City has paid the following as a result of the August 2014 settlement agreement:

- Mediation settlement payment, \$10K
- HOA dues subsidies since September 2014 to date, \$8,347.36

HOA dues have increased each year. Over the last two years, the HOA fees have increased between eight and nine percent annually. If the HOA fees continue to increase the same rate, the City's HOA fee subsidy of \$2,877 annually for the EHU will increase to \$4,428 in five years and is paid for by the Lower Park Avenue Redevelopment Agency (RDA) affordable housing funds. For this reason and in addition

to ongoing staff time anticipated on the ongoing disputes, staff recommends the City purchase the unit to resolve the unaffordable HOA fees, and eliminates future ongoing payments to the HOA.

The HOA and the EHU owner litigated over the owner's use of the Unit as a home business which violated the Covenants, Conditions & Restrictions (CCRs). The District Court found in favor of the HOA and awarded them a judgment of approximately \$90,000 in attorneys' fees. There is the possibility of future litigation over the conflict of the meaning of the term special assessment in the mediation agreement and the CCRs.

The Problem

The Silver Strike HOA fees are unaffordable for the EHU, the City has an ongoing cost to pay the HOA to make the fees affordable and the relationship between the current EHU owner and the HOA is hostile.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** City purchases the Silver Strike EHU at \$260,000, forgives the EHU development obligation, and re-sells the unit at market rate. Proceeds from the sale will go toward the housing fund to develop additional affordable housing in Park City and \$33,000 will go toward the HOA's legal costs that exceeded their judgment against the Smiths. The in-lieu fee, if approved by the Housing Authority in place of building the EHU at the time of the Silver Strike development per Housing Resolution 10-06, would have been approximately \$86K for a 900 square foot unit or one Affordable Unit Equivalent (AUE), but also stated the fee should be updated bi-annually. Today's in-lieu fee would be approximately \$336K. The anticipated market rate sale of this Silver Strike EHU after the obligation is lifted is anticipated to meet or exceed the current in-lieu fee amount.
 - a. Solves the long term HOA fee affordability.
 - b. Eliminates future HOA fee subsidy by the City.
 - c. Eliminates future staff time spent potential future litigation and fallout from the ongoing hostile relationship between the HOA and current EHU owner.
 - d. Eliminates the possibility of litigation with the City regarding the attorney fees as a special assessment.
 - e. Funds are available to replace the affordable unit somewhere else in the City

Cons

- a. Silver Strike development is forgiven of the EHU obligation.

Consequences of Selecting This Alternative

This alternate solves the ongoing hostilities as well as the issue of affordability of the Silver Strike HOA fees for the EHU.

- 2. Null Alternative:** The City could choose not to participate in the HOA purchasing the EHU and continue to subsidize the EHU HOA fees for an indefinite amount of time.

Pros

- a. Does not require an immediate and unexpected large sum payment of City Housing funds.

Cons

- a. Does not eliminate ongoing City subsidies of the EHU HOA fees.
- b. Does not eliminate the ongoing hostilities and potential future lawsuits.

Department Review

This report has been reviewed by the Budget, Community Development, and Executive departments and the City Attorney's Office.

Funding Source

If Council approves the recommended option a budget adjustment will be required in fund 023 (LPA RDA Special Revenue Fund) and fund 033 (Lower Park RDA – “capital fund”). The adjustment will result in temporarily having less revenue in the Lower Park RDA for capital projects identified in the LPA RDA CIP, until the unit is re-sold.

Attachments

- A Settlement Agreement from Mediation
- B Location Map

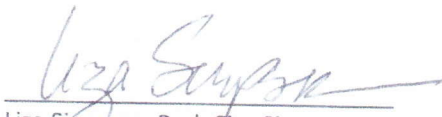
Attachment A

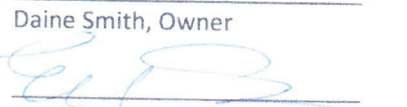
Agreement Between Daine and Eyreka Smith and Park City Municipal Corporation regarding Affordable Housing Unit 201 in Silver Strike Condominium

This Agreement between Daine and Eyreka Smith ("the Smiths") and Park City Municipal Corporation ("the City") after meeting on August 20, 2014 with Paul S. Felt as mediator includes the following terms:

1. The City will pay to the Silver Strike HOA \$163.27 per month on behalf of the Smiths in order to keep the Unit in affordability. Affordability is determined to be \$1051.25/month excluding utilities.
2. The City will also pay \$10,000 to cover back HOA fees and Attorney Fees.
3. If the HOA fees increase above \$776.64, the City will pay the increased amount as well as any special assessments.
4. In consideration of paragraphs 1 and 2, the Smiths agree that when they are prepared to sell the Unit, they will give the City the right of second refusal to buy the Unit for the amount outlined in paragraph 4.1.1 of the Amended Deed Restriction. Such right shall be recorded against the Unit.
5. In addition, in consideration of paragraphs 1 and 2, the Smiths shall release the City from any and all claims, obligation, or liability, whether past, present, or future, for damages associated with the Deed Restriction and Affordable Housing obligation related to Unit 201 of Silver Strike and associated HOA dues.
6. This Agreement shall remain confidential to the extent permitted by Utah law.

Dated this 20th day of August, 2014.


Liza Simpson, Park City City Council


Daine Smith, Owner

Eyreka Smith, Owner

Approved as to form:


Polly Samuels McLean, Assistant City Attorney

Approved as to form:


Natalie Segall, Attorney for owners

defray any unanticipated or underestimated expense not covered by the Regular Assessment, and, where necessary, for taxes assessed against the Common Area; provided, however, that, except for Extraordinary Assessments for taxes or similar municipal assessments, the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of seventy-five percent (75%) of the voting power of the Association.

6.5 Special Assessments.

In addition to the Regular Assessments and Extraordinary Assessments authorized above, the Management Committee may levy Special Assessments (without limitation as to amount or frequency) against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including actual attorneys' fees and costs, or to reimburse the Association for costs and expenses to the Association arising from the negligence or willful misconduct of a Unit Owner, including without limitation actual attorneys' fees and costs, or increases in insurance premiums resulting from insurance claims made by the Association in consequence of such negligence or willful misconduct. Each initial purchaser of a Unit from Declarant agrees to pay a one time initial Special Assessment in the amount of \$3,000.00 to fund the initial capitalization of the Association and to create a capital reserve. Notwithstanding any language in this Declaration, in the Articles of Incorporation, or in the Bylaws to the contrary, this one time Special Assessment shall be exempt from the substantive and procedural requirements for establishment of Special Assessments. This one time Special Assessment shall become due upon the initial closing of each Unit in the Development.

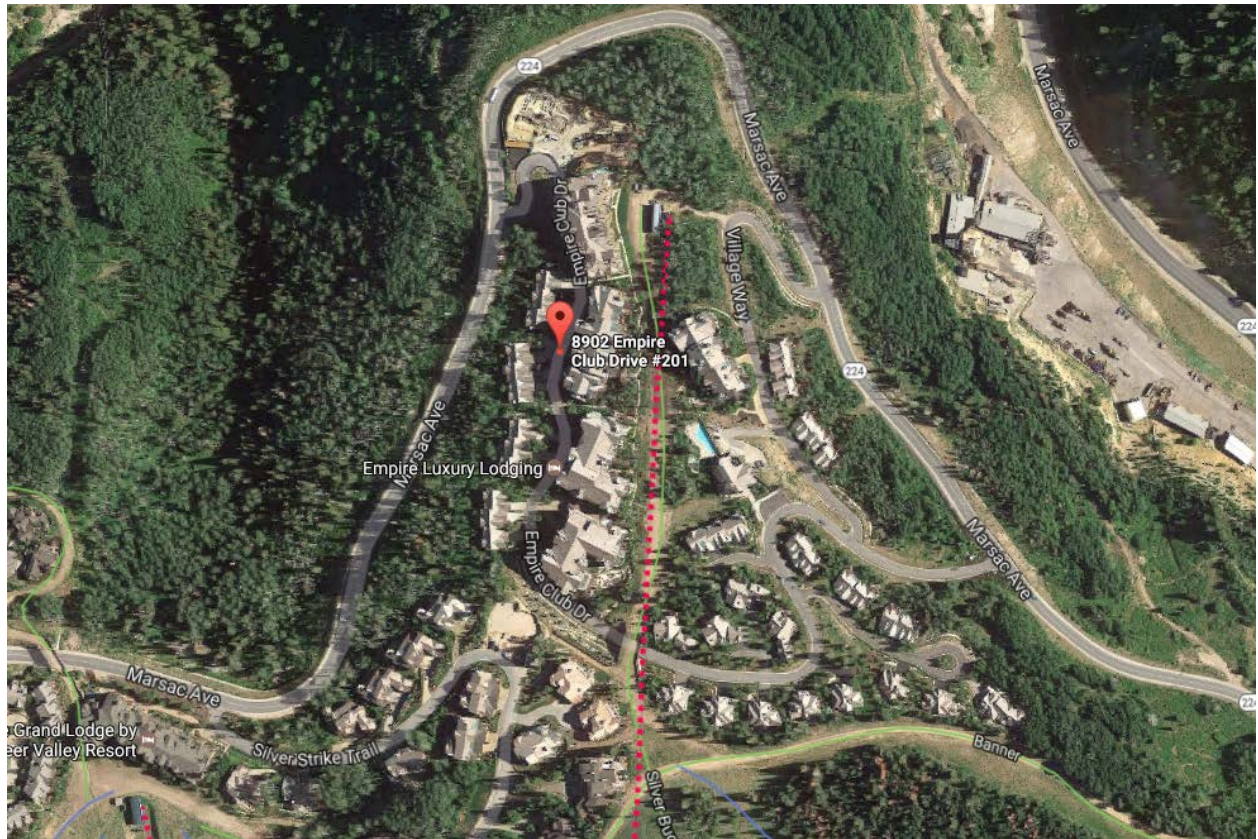
6.6 Allocation of Assessments.

Each of the Units, including any Units owned by Declarant, shall be assessed proportionately based on the size of the Condominium Unit as indicated in Exhibit "B". Notwithstanding the foregoing if more than one Unit is combined to make one larger Unit, the larger Unit shall continue to be assessed as if it were more than one Unit.

6.7 Date of Commencement of Assessment; Due Dates.

The Regular Assessments provided for herein shall commence for each particular Unit in the Development on the first day of the month following closing of the sale of the Unit by Declarant to a third-party purchaser, and for Units that Declarant will continue to own at the end of the development process, if any, the Regular Assessments provided for herein shall commence on the first day of the month following the closing of the sale of the last Unit sold by Declarant to a third-party purchaser. The Regular Assessment for any partial month preceding such date shall be prorated and paid at closing together with the one time initial Special Assessment (Declarant is exempt from paying one time initial Special Assessments for any Units owned by Declarant). Due dates for Regular Assessments shall be the first day of every calendar month. No notice of

Attachment B





DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

The exclusive horizontal geothermal well easement, granted by the City Council on July 30, 2015 was for the owner of 2383 Lake View Court, Brent and Mimi Milner, was to allow the installation of a horizontal geothermal well system to provide heating and cooling for their residence and at the same time adhere to the protection requirements of our Drinking Water Source Protection Ordinance. The owner formally requested the use of a horizontal geothermal well system, instead of a vertical system, that would necessitate a small crossing into the East Hill Parcel, which is dedicated open space. Item 3 on page 2 of the agreement (Attachment C) states the *Grantee shall restore the surface of the land disturbed within the easement area to as near as practicable to its original condition*. The construction of the new home and system is complete with the exception of the reseeding germination of the open space disturbed by the installation of the geothermal system. During inspections, staff noticed and questioned the new home owners about six full size evergreen trees planted in the open space along with irrigation from the property to the trees. The Milners stated the trees are their temporarily and can be moved; however they would like to leave them in their current location to block views from their property to the neighbor home and of a Rocky Mountain Power (RMP) electrical utility transformer box. The City staff informed the Milners they do not support private landscaping on public open space due to the non-compliance with the existing easement agreement and other similar situations within the City where private property owners have encroached onto publically owned property and been required to remove their improvements. To date since the installation of the trees, the City has received two different complaints regarding the Milners trees on public land and the City has issued a notice of violation. The Milners response to the notice of violation is to request an amendment to their easement agreement and is included in Attachment A.

Respectfully:

Anne Laurent,



City Council Staff Report

Subject: Horizontal Geothermal Well Easement Amendment Request to Include Private Landscaping for the Benefit of 2383 Lake View Court
Author: Anne Laurent, Community Development Director
Department: Community Development
Date: July 20, 2017
Type of Item: Administrative - Property

Summary Recommendation

Staff recommends that City Council deny a request from the property owner of 2383 Lake View Court to amend their exclusive horizontal geothermal well easement on City property.

Executive Summary

The exclusive horizontal geothermal well easement, granted by the City Council on July 30, 2015 ([link to staff report, p. 112](#)), was for the owner of 2383 Lake View Court, Brent and Mimi Milner, was to allow the installation of a horizontal geothermal well system to provide heating and cooling for their residence and at the same time adhere to the protection requirements of our Drinking Water Source Protection Ordinance. The owner formally requested the use of a horizontal geothermal well system, instead of a vertical system, that would necessitate a small crossing into the East Hill Parcel, which is dedicated open space. Item 3 on page 2 of the agreement (Attachment C) states the *Grantee shall restore the surface of the land disturbed within the easement area to as near as practicable to its original condition*. The construction of the new home and system is complete with the exception of the reseeded germination of the open space disturbed by the installation of the geothermal system. During inspections, staff noticed and questioned the new home owners about six full size evergreen trees planted in the open space along with irrigation from the property to the trees. The Milners stated the trees are their temporarily and can be moved; however they would like to leave them in their current location to block views from their property to the neighbor home and of a Rocky Mountain Power (RMP) electrical utility transformer box. The City staff informed the Milners they do not support private landscaping on public open space due to the non-compliance with the existing easement agreement and other similar situations within the City where private property owners have encroached onto publically owned property and been required to remove their improvements. To date since the installation of the trees, the City has received two different complaints regarding the Milners trees on public land and the City has issued a notice of violation. The Milners response to the notice of violation is to request an amendment to their easement agreement and is included in Attachment A.

Acronyms

DWSPZ	Drinking Water Source Protection Zone
PCS	Potential Contamination Source
RMP	Rocky Mountain Power
ROS	Recreation Open Space
ROW	Right-of-Way
SF	Single Family

The Problem

The purpose of public property is for public good such as enjoyment, protection, or necessary infrastructure. The purpose of the granted geothermal well easement was to facilitate the construction of an environmentally friendly building system in a manner that did not impact the use or protection of the public lands and clearly not for any other private improvements of use. Granting private use of public lands that is not afforded to all citizens creates an inequity and inconsistency of benefit to the public. The trees are of an appropriate indigenous species to the Park City region and not significantly disrupting the public use or protection of the land, however, given there have been complaints regarding the trees indicates some dissatisfaction from other Park Meadows residents. Additionally, the trees will likely require permanent irrigation in order to survive as evident by evergreen trees that have died without irrigation along Lucky John Dr. City staff confirmed this concern with the tree planting program consultant who recommended trees of this type be planted closer to a water source such as the McLoed Creek corridor. The water impact fees the Milner's paid as part of their building permit do not include permanent irrigation on the easement.

Background

In October of 1990, the City entered into a purchase, sale and charitable donation agreement with D. A. Osguthorpe for the purpose of purchasing various pieces of property adjacent to the City and to acquire water rights. The acquisition included properties on the SR 224 entry corridor (the Farm) and properties in Park Meadows and Prospector areas. The East Hill Parcel (includes the "PC" on the hill) was conveyed to the City with the exception of a two-acre parcel (2300 Meadows Drive).

In August of 1991, the City annexed all the properties acquired from the Osguthorpes, including the two acre parcel (2300 Meadows Drive). All the property was annexed and zoned as Recreation Open Space (ROS). In October of 1994, the City approved a zone change for the two-acre parcel from ROS to Single Family (SF). As part of the rezone, the Osguthorpes offered the following deed restrictions on their two-acre parcel: location of building envelope for residence; compliance with architectural guidelines of Park Meadows 6A subject to review by City planning staff (which specifies a maximum house size of 10,000 sq. ft.); and restriction on re-subdividing the property into more than one parcel.

The McCartys purchased the two-acre parcel from the Osguthorpes in 2008. On August 26, 2008, the City received a complete application from the McCartys to create a legal lot of record for this two-acre metes and bounds parcel. The subdivision application created a one lot subdivision.

The applicant requested placing a promised easement across City property for access to Meadows Drive. The 2300 Meadows subdivision plat was approved by City Council on April 9, 2009. On March 18, 2010, City Council approved an access and utility easement for 2300 Meadows subdivision. The access and utility easement also provides power service to the 2300 Meadows subdivision. RMP is using this power service to provide an upgraded power service to 2383 Lake View Court. On May 6, 2015, Council considered and approved an easement across the East Hill Open Space Parcel to RMP to provide electrical service to 2383 Lake View Court. RMP's work to provide the updated electrical services approved in the easement above already provides a minimal amount of disturbance (approximately 600 square feet of disturbance) in the area of open space requested by the home owner.

On October 13, 2014, a geothermal system plumbing permit was inadvertently approved by the Building Department for the drilling of wells for 2383 Lake View Court.

Around October 14, Engineering discussed the proposed geothermal wells with the contractor for 2383 Lake View Court. The contractor was told he could not install a vertical geothermal well because the home is located in the City's DWSPZ and the deep wells presented a PCS. A meeting was held on October 28, 2014, with the homeowner and contractor where the reasons for not allowing the vertical geothermal well were discussed. Upon the homeowner's request, engineering consulted with other internal departments and, on October 29, 2014, the contractor was called again and notified that the deep wells would not be allowed due to them being a PCS.

The applicant requested that the City take a closer look at the standards and conditions upon which a system like this could be allowed within a DWSPZ. Between October 2014 and May 2015, the Water Department consulted industry experts, contractors, and their own experience with the local hydro-geology and developed a set of criteria where deep wells would be allowed for geothermal systems and meet the protections of our DWSPZ.

In May 2015, the applicant was again notified by the Water Department that deep wells for their proposed geothermal system presented a PCS and therefore would not be allowed due to the proximity to a stream. The applicant then proposed a horizontal geothermal system where the ground loops would be less than 10 feet deep. Under the draft criteria developed by the Water Department, the horizontal system as proposed by the homeowner would not be considered a PCS and, therefore, would not be prohibited under Section 13-1-28 of the Park City Municipal Code.

It has been almost a year since the Milner's new home was issued a certificate of occupancy. The re-seeding of the disturbed open space due to the geothermal system installation was completed in the fall of 2016 and has a guarantee bond posted against it until it is properly established and a year's time has passed. Staff is not sure of the exact date, but the six large evergreen trees were planted sometime during the summer/fall of 2016.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Deny the request and require the Milner's to remove their trees and associated irrigation off City property.

Pros

- a. Resolves the issued notice of violation.
- b. Meets the intent of the granted geothermal easement.

Cons

- a. It does not meet the Milner's request.

Consequences of Selecting This Alternative

The Milners will be required to amend their landscaping plan and relocate the evergreen trees and associated irrigation.

- b. Other Alternatives?** Approve the Milner's request, revise the geothermal agreement in a form acceptable to the City Attorney, and resolve any water impact fee assessment associated with the expanded irrigation system. Charging fees should be considered for the use of public land for private improvements so not to further encourage similar requests in the future.

Pros

It satisfies the Milner's request.

Cons

It may promote additional similar requests to grant rights for private improvements on public lands.

RMP may not approve the proximity of the trees to their utility box.

Department Review

This staff report has been reviewed by the Community Development and Executive departments and the City Attorney's Office.

Funding Source

No additional funding is needed. Should any revenues are generated as part of this easement amendment; the proceeds are recommended to go toward the City's general fund.

Attachments

- A Location map and picture of trees
- B Email request from Brent Milner dated June 26, 2017
- C 2015 executed easement agreement

Attachment A



Attachment B

From: Brent Milner [mailto:brent.milner@verizon.net]
Sent: Sunday, June 25, 2017 12:16 PM
To: Anne Laurent
Cc: Matt Dias
Subject: Proposed Amendment to Oct 2nd 2015 Easement Agreement

Anne:

The Milners of 2383 Lake View Court would like to propose an amendment to our Geothermal Well Easement Agreement dated October 2, 2015, via City Council. We are on the eve of seeking the return of our landscaping bond, having executed on our agreement to germinate the open space with the proposed seed-mix from the Park City Municipal Corporation.

Specifically, the Milners propose to leave six native, Colorado spruce trees planted in the open space to follow an existing tree line that runs between the neighboring homes back onto the open space of PC Hill. We do not feel that adequate consideration was given to common separation of homes in this area of Park City when the home behind us was built into PC Hill. As such, an unsightly Rocky Mountain Power box is in view from both homes as is a direct line of sight between the two homes unlike anything else in the col-du-sac. As currently situated, the trees do not interfere with any trail head, animal path that we have witnessed in our year in our home, nor any water run-off pattern. We have been counselled by our landscaping firm that Colorado spruce will require irrigation for a period of time. We would propose that the trees be allowed to have an irrigation system for a period of three years at our expense, after which time, the system will be removed.

Pursuant to Article 6 of the Easement Agreement, we are proposing a written amendment between the two parties indicating the Milners' willingness to donate the trees to the open space program and the city's initiatives with Summit Land Conservancy to plant trees as carbon emission absorbing vehicles. Additionally, we are proposing the amendment provide us a three year period to irrigate the tree line. If City Council would like, we are happy to draft the specific language for the amendment or have the City's legal department take the lead.

Brent Milner

Attachment C

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
P.O. Box 1480
Park City, Utah 84060

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

EXCLUSIVE HORIZONTAL GEOTHERMAL WELL EASEMENT AGREEMENT

THIS EXCLUSIVE HORIZONTAL GEOTHERMAL WELL EASEMENT AGREEMENT (the "Agreement") is entered into this 2nd day of October, 2015, by and between Brent B. Milner and Michele R. Milner, Owners of 2383 Lake View Court ("Grantee") and Park City Municipal Corporation ("Grantor"), a Municipal Corporation of Utah.

RECITALS

WHEREAS, Grantee owns the real property located at 2383 Lake View Court, Park City, Utah 84060, more particularly described as Lot A of the 2383 Lake View Court Subdivision on file and on record in the office of the Summit County Recorder (**Parcel 1**) (**Tax ID # 2383-LVC-A**); and

WHEREAS, Park City owns the East Hill Open Space Parcel which is more particularly described in **Exhibit A (Parcel 2)** (**Tax ID #PCA-98-C-1-X**) attached hereto; and

WHEREAS, Grantee desires an exclusive easement for a horizontal geothermal well system on Parcel 2 for the benefit of Parcel 1, which is more particularly described in **Exhibit B (Easement)** attached hereto,

WHEREAS, Grantor supports the use of a geothermal system for the heating and cooling of homes because of the reduced carbon footprint afforded by the system.

AGREEMENT

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to the owner of Parcel 1, its successors and assigns, for the benefit of Parcel 1 its successors and assigns, an exclusive easement over Parcel 2 solely for the purposes of installing, operating, maintaining, repairing, and replacing a horizontal geothermal well system. The easement granted herein shall be effective from and after the date of recording of this Agreement in the official records of the Summit County Recorder. This exclusive horizontal geothermal well easement granted to Grantee shall be appurtenant to Parcel 1.

2. **GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the State of Utah.

ENTRY NO. 01029617

10/02/2015 03:35:27 PM B: 2317 P: 1570

Easements PAGE 1/10

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP



3. **INSTALLATION AND FUTURE WORK.** Upon completion of any construction, operation, maintenance and repair activities, Grantee shall restore the surface of the land disturbed within the easement area to as near as practicable to its original condition. Existing drainage across the easement shall be maintained and protected. Grantor shall be notified of initial construction and for any major maintenance/replacement on the easement. Any work on the system will be considered major maintenance/replacement if any vehicles larger than a standard pick-up truck is required to enter the easement area to perform work. Any disturbance will require posting a guarantee in the amount of \$2.50 per square foot of proposed disturbance to ensure the open space is restored to an approved condition. The guarantee shall be paid to Grantor prior to commencement of the work activity and will be returned to Grantee one year after completion of the activity and once the disturbed area is restored with 80% of the plant material established. If the Grantee does not comply with the attached Exhibit C the City will take corrective action. The maximum burial depth of the system shall be ten (10) feet.

4. **ACCESS.** Access to the horizontal geothermal well easement shall only be from the 2383 Lake View Court lot (Parcel 1) (Parcel Number 2383-LVC-A) for all activities in connection with the purposes for which this easement has been granted.

5. **MAINTENANCE.** Grantee or its successors shall, at their sole expense, maintain their encroachments in a good state of repair at all time, and upon notice from the Grantor, will repair any damaged to the area created by the horizontal geothermal well system. If a notice to repair/restore is received from the Grantor, Grantee or its successors shall commence the repairs/restoration within 90 calendar days. Grantee agrees to hold the Grantor harmless and indemnify the Grantor for any and all claims which might arise from third parties, who are injured as a result of Grantee's use of the easement for private purposes, or from the failure of Grantee's improvements. Nothing herein shall limit or waive any provision or defense of the Utah Government Immunity Act.

6. **AMENDMENT OR WAIVER.** This Agreement may be amended only by an instrument in writing signed by the parties hereto. No provision of this Agreement and no obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision or obligation. The waiver of any breach of any of the terms, covenants or conditions hereof on the part of one party to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other term, covenant or condition contained herein.

7. **ENTIRE AGREEMENT.** This Agreement, including exhibits, contains the entire Agreement and understanding between the parties with regard to the subject matter of this Agreement. All terms and conditions contained in any other writings previously executed by the parties and all other discussions, understandings or agreements regarding the subject matter of this Agreement shall be deemed to be superseded by this Agreement.

8. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9. **CONSTRUCTION OF AGREEMENT.** The language and all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against either of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not part of this Agreement. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; the masculine gender shall include the feminine and neuter genders and vice versa; and the word "person" shall include corporations, partnerships or other forms of associations or entities.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts shall together constitute but one and the same instrument.

11. **SEVERABILITY.** Invalidity of any one of the covenants or provisions of this Agreement or any part thereof by judgment or court order shall not affect any other covenant or provision of this Agreement, which shall remain in full force and effect.

12. **NOTICES.** Any notices or requests to be made under this Agreement shall be by United States Mail, e-mail, and sent

to Mr. Brent Milner:

2383 Lake View Court
Park City, Utah 84060
E-mail: brent.milner@verizon.net

and to Park City:

Matthew Cassel, P.E., City Engineer
P.O. Box 1480
Park City, Utah 84060
E-mail: matt.cassel@parkcity.org

13. **INCORPORATION OF RECITALS AND ATTACHMENTS.** All Recitals in this Agreement and all attachments hereto are hereby fully incorporated by reference herein.

14. **NO PARTNERSHIP.** Neither this Agreement nor the acts of the parties is intended to create and does not create a joint venture or partnership between the parties.

15. **FURTHER ASSURANCES.** Each party shall execute and deliver any and all documents that may be reasonably requested by the other party in order to document and perform fully and properly the provisions of this Agreement.

16. **COVENANTS TO RUN WITH THE LAND.** The respective benefits and burdens of the easement granted herein and the terms hereof shall run with and be appurtenant to Parcel 1

and Parcel 2 and shall inure to the benefit of and be binding on their respective owners, successors in interest and assigns.

17. **TERMINATION OF THE EASEMENT.** If the horizontal geothermal system is permanently removed from the easement area, this easement agreement shall be terminated.

IN WITNESS WHEREOF, the undersigned have executed this Exclusive Horizontal Geothermal Well Easement Agreement on the date first above written.

PARK CITY:

By: Jack Thomas
Mayor Jack Thomas

Attest: [Signature]
City Recorder

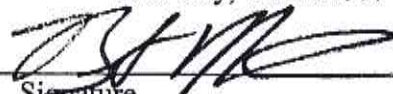
APPROVED AS TO FORM
[Signature]
City Attorney's Office

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 2nd day of October, 2015 before me personally appeared Jack Thomas, who being by me duly sworn, acknowledged to me that he signed the foregoing instrument, as the duly appointed and authorized Mayor of PARK CITY MUNICIPAL CORPORATION.

[Signature]
Notary Public
My Commission Expires: March 4, 2019

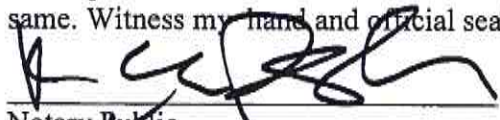
Mr. Brent Milner:
2383 Lake View Court
Park City, Utah 84060


Signature

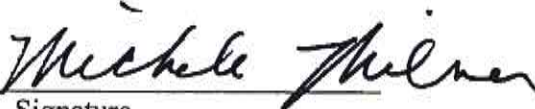
STATE OF Utah)
COUNTY OF Summit : ss.



On this 2nd day of October, 2015 before me personally appeared Brent Milner, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.


Notary Public
My Commission Expires: March 4, 2019

Ms. Michele R. Milner:
2383 Lake View Court
Park City, Utah 84060


Signature

STATE OF Utah)
COUNTY OF Summit : ss.

On this 2nd day of October, 2015 before me personally appeared Michele Milner, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.


Notary Public
My Commission Expires: March 4, 2019



EXHIBIT A
Legal Description of Parcel 2

EXHIBIT A

Parcel PCA-98-C-1-X

Beginning at the West quarter corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the centerline of section 3 N 89°58'08" E 1253.42 feet; thence S 29°40'01" E 581.91 feet; thence S 20°43'54" E 811.06 feet; thence S 22°03'37" E 593.43 feet; thence N 75°06'40" E 211.20 feet; thence N 66°26'54" E 413.08 feet; thence along the centerline of Section 3 S 0°19'28" W 806.88 feet more or less to the right-of-way line of State Road U-248 and to a point on a 1382.89 foot curve to the right, whose radius point bears N 20°08'13" W; thence along the arc of said curve and right-of-way 347.64 feet thru a central angle of 14°24'13"; thence along the right-of-way line of U-248 S 84°16'00" W 981.70 feet more or less; thence along the East line of the Middle School Annexation Plat (Entry #239565 recorded 10-1-85) the following 7 courses: 1) North 219.86 feet; thence 2) N 52°48'40" W 181.41 feet; thence 3) N 28°55'47" W 842.01 feet; thence 4) N 29°20'53" W 701.07 feet; thence 5) N 7°39'03" W 239.50 feet; thence 6) N 30°06'00" W 135.50 feet; thence 7) N 89°41'22" W 322.59 feet; thence along the West line of Section 3 N 0°18'38" E 542.83 feet to the point of beginning. Description contains 77.8 acres.

SUBJECT TO those easements, rights-of-way, service and taxing districts of record, and tax liens;

FURTHER EXCEPTING AND RESERVING UNTO GRANTOR, his successors and assigns, the following described two (2) acre parcel of real property in Summit County, Utah:

Beginning at a point S 36°38'51" E 222.83 feet from the West quarter corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence N 63°59'08" E 230.00 feet; thence N 34°43'35" E 52.86 feet; thence N 88°59'08" E 200.00 feet; thence S 25°00'52" E 248.19 feet; thence S 49°59'08" W 206.86 feet; thence N 42°00'52" W 345.26 feet; thence S 63°59'08" W 157.17 feet thence N 26°00'52" W 25.00 feet to the point of beginning. Description contains 2.0 acres.

FURTHER EXCEPTING AND RESERVING UNTO GRANTOR, his successors and assigns, all water and water rights appurtenant to the real property conveyed herein; some of which water rights are conveyed by means of a separate water deed.

Exhibit C

Required Submittals for Residential Horizontal Groundwater Source Heat Pump Systems

1. A final site plan (Drawn to scale, preferably 1 to 20 feet).
 - a. Show property lines, location of existing structures on the property, Show location and number of loops, equipment and piping, designed cross section of loop. Any special property considerations, such as designated no disturb areas or non-buildable areas.
2. Documentation that GSHP systems meet IGSHPA standards. The design procedure must follow a recognized methodology such as presented in:
 - a. Closed-Loop/Ground-Source Heat Pump Systems: Installation Guide, GSHPA Publication, Oklahoma State University.
 - b. Data Design Manual for Closed-Loop/Ground-Source Heat Pump Systems, ASHRAE.
3. Re-circulating fluids and chemical additives used. Acceptable fluids are:
 - a. Potable Water (recommended)
 - b. A blend of potable water and propylene glycol, typically a 20% solution
4. Documentation of certifications and qualifications
 - a. System designers must be a P.E., a certified CGD, or an IGSHPA certified installer with current credentials.
 - b. Ground heat exchanger fabricators must have certification, such as from IGSHPA, Certified Geo-exchange Designer (CGD) or similar training, experience and certification.
5. Post-Installation Report - Within 30 days of completed installation, provide documentation and results for the following tests and inspections to Park City:
 - a. All fusion joints and loop lengths must be inspected to verify that no leaks have occurred due to fusion joining or shipping damage.
 - b. All loops will be pressure tested with culinary water before installation into the borehole (either a vertical bore [vertical loop] or horizontal bore [horizontal loop]) or into a trench (horizontal loop).
 - c. Heat exchangers must be tested hydrostatically at 150% of the pipe design rating or 300% of the system operating pressure if this value is the smaller of the two.
 - d. No visible leaks can occur within a 30 minute period.
 - e. Each supply and return circuit shall be flushed and purged in the forward and reverse directions with water at a minimum velocity of 2 ft/sec through each piping section. Flow must be maintained for a minimum of 15 minutes in each direction to remove all debris and air. To verify that all air is removed from the system, the return water valve to the tank shall be closed. A change in the level of fluid in the purge pump tank during pressurization indicates air still trapped in the system. The heat exchanger system purging shall be completed separately from the building system.
 - f. Flow rates and pressure drops will be compared to calculated values to assure that there is no blockage or kinking of any pipe. If actual flow rate or pressure drop values differ from calculated design values by more than 10 percent, the problem shall be identified and corrected.

- g. Before connection (header) trenches are backfilled, heat exchangers shall be pressure tested with water at 100 psi for 1 hour with no observed drop in pressure (greater than 10 psi OR +/-10%). Site conditions may dictate backfilling prior to testing with water. A minimum air pressure of 45 psi shall be maintained on the ground heat exchanger during backfilling and until the final pressure test with water can be conducted.
- h. After the conclusion of the ground heat exchanger pressure test, the ground heat exchanger shall be left filled with clean water and maintained under pressure until final connection to the building system.
- i. Results for pressure and flow testing as outlined above.



DATE: July 20, 2017

TO HONORABLE MAYOR AND COUNCIL

This application for the First Amended Park City Film Studios Subdivision plat is a request to create three platted lots of record from an existing 29.55 acre lot and to include a 0.8 acre parcel acquired from the Utah Department of Transportation (UDOT) for storm water detention into Lot A. The purpose of the subdivision is to provide platted lots for the three phases of the Quinn's Junction Partnership Master Planned Development (MPD). Uses on the lots are restricted by conditions of the MPD and associated Development Agreement.

The applicant requested a continuation at the July 12 Planning Commission meeting. Staff recommends the Council conduct a public hearing and continue this item to a date uncertain. Staff will re-notice this item for Planning Commission and City Council.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Memo

Application: PL-15-03005
Subject: First Amendment to the Park City Film Studios Subdivision
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: July 20, 2017
Type of Item: Legislative

Summary Recommendation

Staff recommends the City Council conducts a public hearing and continues this item to a date uncertain. The applicant requested a continuation of the July 12th Planning Commission hearing. Staff will re-notice this item.

Description

Applicant: Quinn's Junction Partners L.C.
Location: 4001 Kearns Blvd
Zoning District: Community Transition (CT) with Regional Commercial Overlay (RCO) per Annexation Agreement
Surrounding Land Uses: IHC Park City Medical Campus, Summit County Health Department and People's Health clinic, USSA Training Facility, Quinn's Recreation and Park City Ice Rink complex, US 40, Park City Heights residential MPD, open space and trails.
Reason for Review: Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary of Proposal

This application for the First Amended Park City Film Studios Subdivision plat is a request to create three platted lots of record from an existing 29.55 acre lot and to include a 0.8 acre parcel acquired from the Utah Department of Transportation (UDOT) for storm water detention into Lot A. The purpose of the subdivision is to provide platted lots for the three phases of the Quinn's Junction Partnership Master Planned Development (MPD). Uses on the lots are restricted by conditions of the MPD and associated Development Agreement.