



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 17, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, June 17, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

WORK SESSION

4:00 p.m. – FY2021-22 City Manager’s Recommended Budget: Operating Budget, Council Compensation, and Fee Schedule Presentation and Review

[FY 2022 Budget Staff Report](#)

[Exhibit A: FY22 Operating Requests Detail](#)

[Exhibit B: FY22 Fee Schedule](#)

[Exhibit C: FY22 Ice Facility Fees](#)

[Exhibit D: Council Compensation Ordinance](#)

5:20 p.m. - Discuss City Council Protocols

[Council Protocols Staff Report](#)

[Exhibit A: Proposed City Council Protocols](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Park City Soils Management Facility Update

[Soils Management Facility Staff Report](#)

[Exhibit A: Stakeholder Outreach Meetings](#)

[Exhibit B: Legal Fact Sheet](#)

2. FY 2021 Fraud Risk Assessment
[FY 2021 Fraud Risk Assessment Staff Report](#)
[Exhibit A: FY 2021 Fraud Risk Assessment](#)
3. Neighborhood Traffic Management Program- Iron Mountain Trailhead Update
[Iron Canyon Trailhead Staff Report](#)
4. Fire and Fireworks Restrictions
[Fire and Fireworks Restrictions Staff Report](#)
[Exhibit A: Fire Restrictions](#)

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 May 20, 21, and 27, 2021
[May 20, 2021 Minutes](#)
[May 21, 2021 Minutes](#)
[May 27, 2021 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Three (3) Year Contract with an Option of Two (2) One-Year Extensions, in a Form Approved by the City Attorney's Office, with Farnsworth & Johnson PLLC, in an Amount Not to Exceed \$27,500; and with Gilmore Bell PC, in an Amount Not to Exceed \$38,000 to Provide Park City's Bond Counsel Services
[Bond Counsel Contract Staff Report](#)
[Exhibit A: Farnsworth Johnson - Scope of Services and Fee Schedule](#)
[Exhibit B: Gilmore Bell - Scope of Services and Fee Schedule](#)
2. Request to Authorize the City Manager to Execute a Relocation Agreement with Lumen Technology, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$85,485.89 to Relocate their Fiber Optic Line at the Quinn's Junction Park and Ride Lot
[Lumens Reimbursement Agreement Staff Report](#)
[Exhibit A: Lumens Relocation Agreement for Park and Ride](#)
[Exhibit B: Utility Map](#)
3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Stanley Consultants Inc. in an Amount Not to Exceed \$1,089,444.00, in a Form Approved by the City Attorney
[Park Avenue Re-Construction Project Staff Report](#)
[Exhibit A: Project Area](#)
[Exhibit B: RFP Response](#)
[Exhibit C: Scope of Services](#)
[Exhibit D: Pilot Program Continued Improvements](#)

VI. NEW BUSINESS

1. Discuss Transit Separation Interlocal Agreement
(A) Public Input
[Transit Separation Interlocal Agreement Staff Report](#)
[Exhibit A: Draft City-County-District ILA](#)
2. FY2021-22 City Manager's Recommended Budget and Fee Schedule
(A) Public Hearing (B) Continue to June 24, 2021
[FY 2022 Budget Staff Report](#)
[Exhibit A: FY22 Operating Requests Detail](#)
[Exhibit B: FY22 Fee Schedule](#)
[Exhibit C: FY22 Ice Facility Fees](#)
3. Consideration to Set the Date of June 24, 2021, for a Public Hearing on Ordinance 2021-27, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2022
(A) Public Hearing (B) Action
[Council Compensation Staff Report](#)
[Exhibit A: Council Compensation Ordinance](#)
4. Discuss Roadway Capital Projects and Construction Challenges
(A) Public Input
[Roadway Construction Projects Staff Report](#)
[Exhibit A: Site Map](#)
5. Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement between Park City Municipal Corporation and GTS Development, LLC for Owner's Representative Services through June 1, 2022, with an Amount Not to Exceed \$1,710,980.00, for a Total Amount Not to Exceed \$2,780,364.96, Inclusive of Previous Payment
(A) Public Hearing (B) Action
[GTS Agreement Second Addendum Staff Report](#)
[Exhibit A: Draft GTS Agreement Second Addendum](#)
[Exhibit B: Original GTS Professional Services Agreement](#)
[Exhibit C: GTS Agreement First Addendum](#)
[Exhibit D: GTS Original Agreement Scope of Work](#)
[Exhibit E: Community Engagement Report as of February 2021](#)
[Exhibit F: Summary of Approved and Anticipated Contracts](#)
6. Consideration to Authorize the Mayor to Execute a Lease for Annex at the No Name for the 2021 Main Street Dining Deck Program, in a Form Approved by the City Attorney
(A) Public Hearing (B) Action
[Dining Deck Lease Approval Staff Report](#)
[Exhibit A: Street Dining Deck 2021 Operational Restrictions](#)
[Exhibit B: Dining Deck 2021 Lease Draft](#)

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. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

4:00 p.m. – FY2021-22 City Manager’s Recommended Budget: Operating Budget, Council Compensation, and Fee Schedule Presentation and Review

Suggested Action:

Attachments:

[FY 2022 Budget Staff Report](#)

[Exhibit A: FY22 Operating Requests Detail](#)

[Exhibit B: FY22 Fee Schedule](#)

[Exhibit C: FY22 Ice Facility Fees](#)

[Exhibit D: Council Compensation Ordinance](#)



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Jed Briggs & Penny Frates
Department: Budget, Debt, & Grants
Date: June 17, 2021
Type of Item: Informational/Legislative

Summary Recommendation:

Over the last several weeks, staff has presented various aspects of the FY22 City Manager's Recommended Budget to the Council and the public. This report focuses on the City's Operating Budget, Fee Schedule, and Council and workforce compensation. Feedback on these recommendations from City Council is requested to anticipate the final budget and fee schedule adoption planned for June 24, 2021.

Staff also recommends Council hold a public hearing to establish Council Compensation according to [Exhibit D](#), with final adoption on June 24.

Background:

Staff presented the Tentative Budget on May 13, 2021, as required by State law, which was adopted by Council. A Subsequent budget hearing was held on May 27 for the capital budget and capital projects review.

The FY22 recommended budget was created under the guise of three Guiding Principles: 1) fiscal responsibility, 2) maintaining and enhancing core community public service commitments, and 3) restoring COVID-impacted budgets, where practicable, across the organization.

To develop the annual departmental strategy and budget request, managers assess their operations, consider resources, and review Council priorities. Managers then present to the Results Team, a staff-led budget committee. Each request is evaluated based on its alignment with Critical Priorities, Visioning Pillars and maintaining Core/Essential City services. After review, the Results Team ranks the requests and makes a recommendation to the City Manager, who then makes the final recommendation to the Council for consideration and review.

FY22 Results Team Members:

Casey Coleman	Sara Nagel
Jenny Diersen	Tate Shaw
Benjamin Johnson	Dave Thacker
Phil Kirk	

In addition to the Results Team process, the City's financial position, including long-range forecasting of revenue and expenses, is extensively analyzed each year. These funding projections support our plans for long term financial stability, major capital

project investments, departmental operating improvements, employee compensation, and inflationary increases.

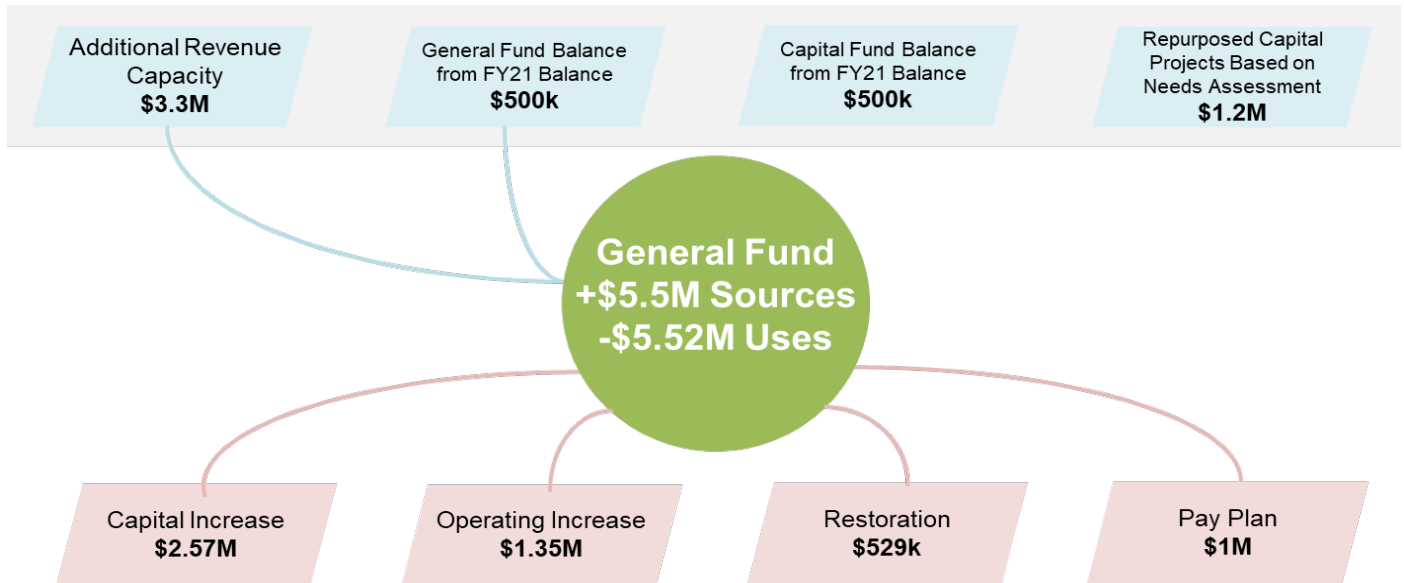
Operating Budget

The City Manager's FY22 Recommended Budget draws upon Council and community input received throughout the year, as well as the City's long-term budget strategies. By extension, the proposed budget reflects stability, progress on Community Pillars and priorities, and mitigation.

Expenditure Summary by Major Object - All Funds								
	Actuals FY 2017	Actuals FY 2018	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Original Budget FY 2021	Adjusted Budget FY 2021	Original Budget FY 2022
Personnel	\$33,455,040	\$36,532,398	\$39,163,872	\$40,019,168	\$30,751,619	\$40,056,387	\$40,223,362	\$41,484,911
Mat, Suppls, Services	\$15,412,531	\$17,825,325	\$26,446,247	\$27,931,208	\$16,165,134	\$20,530,663	\$23,079,255	\$21,250,859
Capital Outlay	\$555,730	\$402,605	\$624,690	\$435,427	\$348,974	\$507,725	\$535,425	\$526,685
Contingency	\$116,958	\$75,437	\$67,018	\$362,218	\$172,741	\$700,000	\$700,000	\$300,000
TOTAL	\$49,540,259	\$54,835,765	\$66,301,826	\$68,748,021	\$47,438,468	\$61,794,774	\$64,538,042	\$63,562,455
Capital	\$76,532,985	\$60,601,638	\$73,693,985	\$23,654,074	\$41,204,434	\$89,689,564	\$182,912,942	\$73,325,334
Debt Service	\$11,130,107	\$16,216,948	\$16,853,649	\$24,538,521	\$13,894,869	\$13,791,615	\$13,791,615	\$13,791,615
Interfund Transfer	\$39,521,611	\$47,750,191	\$79,846,401	\$24,617,678	\$15,082,030	\$19,414,463	\$21,924,585	\$19,684,463
Ending Balance	\$83,017,228	\$83,191,254	\$117,717,331	\$130,691,480		\$50,020,436	\$75,596,125	\$87,359,929
TOTAL	\$259,742,190	\$262,595,797	\$354,413,192	\$272,249,775	\$117,619,801	\$234,710,852	\$358,763,309	\$257,723,796

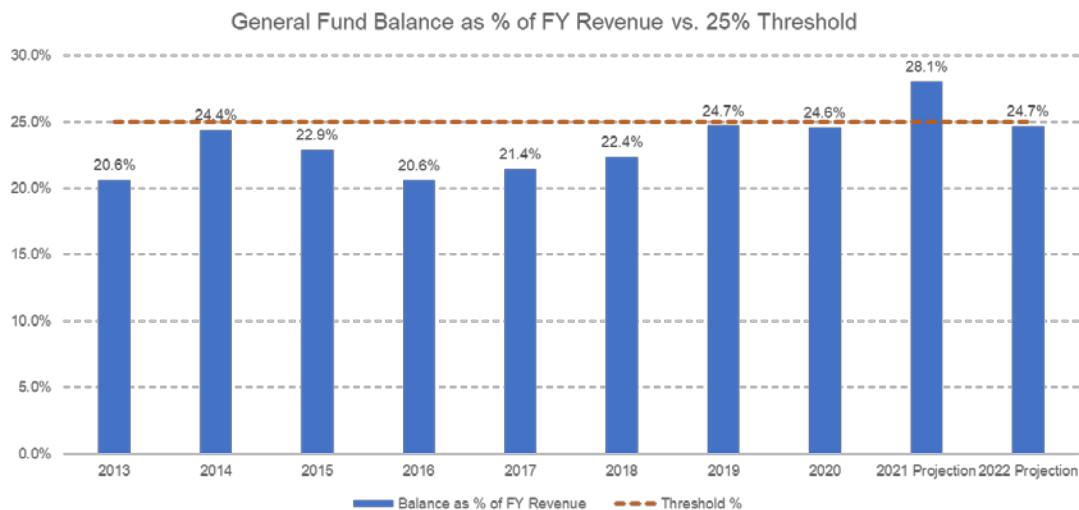
Although the FY22 operating budget is decreasing to \$63.5 million, a -1.5% decrease from the FY21 Adjusted Budget, this is mainly due to one-time reductions in the Transportation Fund and CARES Act funding. An increase in the operating budget would otherwise be reflected, but the major budget decreases offset what would otherwise be an increase.

Staff recommends partial restoration of unused fund balance targeted to respond to the FY21 projected revenue shortfall—these funds were not necessary to retain our exemplary bond rating during our latest assessment by Fitch. Instead, these funds can be better utilized and leveraged to expand community programming and projects rather than savings.

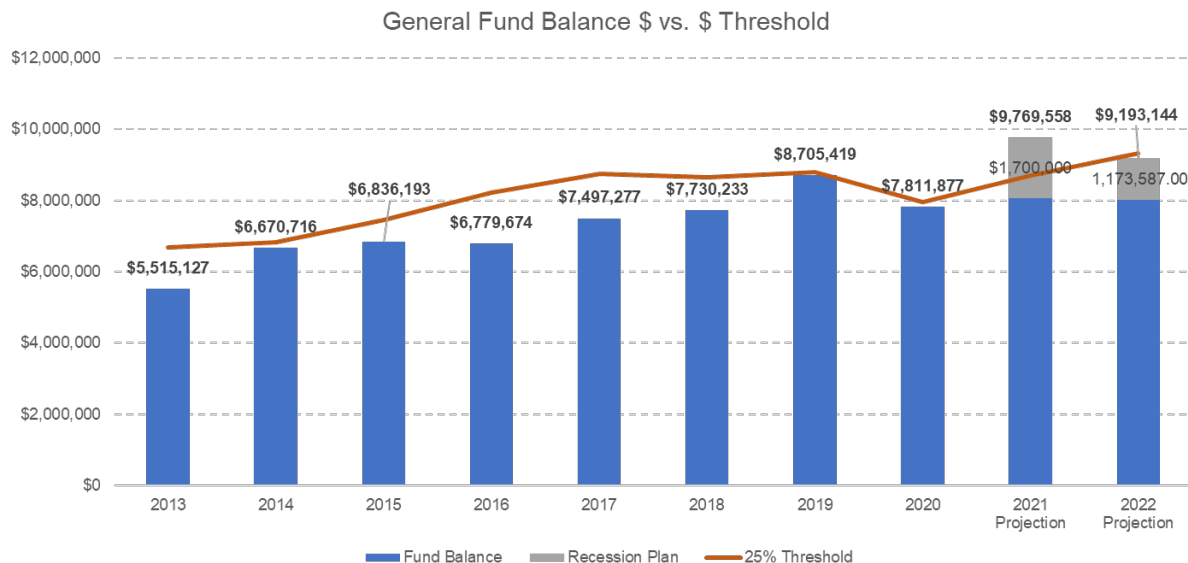


The FY21 budget reduced the General Fund balance by \$1.7M and the Capital Improvement Fund balance by \$2.1M. Fortunately, these reductions were ultimately not necessary due to the strong rebound of sales tax. As a result, staff recommends reallocating \$1M back into community priorities.

As you know, a city may accumulate fund balances to assist with cash flow issues, fund emergency expenses, or to cover revenue shortfalls. Recently the state legislature increased the amount permitted from 25% to 35% of the total revenue of the General Fund. Last budget cycle, the City planned to cut fund balance by \$1.7M. However, due to revenue growth, the City's General Fund balance is projected to increase by \$2M from FY20. This results in a 28% fund balance as a proportion of the General Fund projected revenues in FY21, or \$9.7M. We are pleased to report that this will be the highest fund balance the City has ever held.



The FY22 budget also proposes to utilize \$500k of the \$1.7M balance set aside to cover the projected revenue shortfall for FY21. The new fund balance would be \$9.2M; this will be the second highest fund balance in Park City's history. In addition, revenues may come in higher than budgeted due to the conservative approach of our projections. To put this into perspective, last year at this time, the City was faced with a major recession due to the pandemic and planned to utilize \$1.7M of General Fund balance to partially cover lost revenue. With a \$9.2M fund balance, the City is well situated to deploy the same successful strategy in the event of an emergency for five consecutive years.



In addition, Staff consulted the City's Financial Advisor regarding the new fund balance law (25% to 35%). Increasing our fund balance beyond \$9.2M would have a negligible impact to the City's already strong bond rating. In addition, we surveyed other cities across the state and few are contemplating an immediate strategy to 35%. Most felt comfortable with 25% or increasing naturally over time.

Personnel

Park City's pay plan enables eligible employees to receive up to 5% of base wages in performance-driven bonus programs each year. Due to the impacts of COVID-19, both the pay for performance program and incremental step increases within pay grades were eliminated in FY20 to cut costs. For FY21, the City partially reinstated 50% (2.5% maximum eligibility for each employee) of the normal program in response to increasingly strong revenue collection. The recommendation for FY22 is to restore the pay for performance program back to normal. This is a critical step in our ability to compete and retain quality and high-performing employees in an increasingly competitive labor market.

As you know, several departments submitted new personnel requests for the FY22 Budget to help achieve community priorities, shown by fund in the table below. Overall, the FY22 Personnel budget is decreasing by \$193k, due to a large reduction in the Transportation Fund budget, a result of our separation from Summit County.

Total Personnel Options by Fund	
Fund	FY22 Request
Fund 11 GENERAL FUND	\$ 1,348,029
Fund 12 QUINNS RECREATION COMPLEX	\$ 6,548
Fund 51 WATER FUND	\$ 347,153
Fund 52 STORM WATER FUND	\$ 4,160
Fund 55 GOLF COURSE FUND	\$ 17,908
Fund 57 TRANSPORTATION	\$ (1,964,148)
Fund 58 PARKING FUND	\$ 37,812
Fund 62 FLEET SERVICES FUND	\$ 9,935
Total	\$ (192,604)

Materials, Supplies and Services

The table below displays the variance in materials, supplies and services budgets to the FY21 adopted budget. In FY22, the main increases are to create more administrative stability with regard to software and technology, contracting, supplies, and banking fees. Operating budget requests were discussed in detail in a previous [Council meeting](#) and details are attached as [Exhibit A](#).

Total Materials, Supplies & Services Options by Fund	
Fund	FY22 Budget
Fund 11 GENERAL FUND	\$ 96,807
Fund 12 QUINNS RECREATION COMPLEX	\$ 24,315
Fund 51 WATER FUND	\$ 520,105
Fund 52 STORM WATER FUND	\$ 1,419
Fund 55 GOLF COURSE FUND	\$ 31,440
Fund 57 TRANSPORTATION	\$ (373,263)
Fund 58 PARKING FUND	\$ (1,400)
Total	\$ 299,423

Transportation

Park City Transit is scheduled to split from Summit County transit services (High Valley Transit) on July 1, 2021. The planned separation results in the County discontinuing their contribution to operating expenses, which were, on average, \$6.4M a year. However, the City will receive an additional ~\$2.5M a year of Additional Mass Transit Sales Taxes as a result of a new, Point-Of-Sale distribution methodology. The City currently receives around \$2.1M in 5311 formula Operating Assistance grants from the Federal Government. These have been shared with Summit County as a proportion of expense costs between the two entities. In the future, the City anticipates continuing to receive operating grants, but will likely compete for funding with High Valley Transit. Thus, revenues for transit operations will go from roughly \$16.3M to \$12.7M long-term.

Revenues	Normal	FY22	FY24	FY26
Transit Sales Taxes	\$7,163,936	\$10,004,747	\$10,511,237	\$11,043,369
Federal Grants	\$2,100,000	\$2,100,000	\$1,100,000	\$1,100,000
Other Revenue	\$630,500	\$650,000	\$674,173	\$699,037
SC Contribution	\$6,425,047	\$0	\$0	\$0
	\$16,319,483	\$12,754,747	\$12,285,410	\$12,842,406

Expenses				
Base PC Transit	\$11,815,041	\$9,246,045	\$9,809,129	\$10,406,505
10 White	\$2,630,812	\$2,712,178	\$0	\$0
Federal Grant SC Distribution	\$1,192,194	\$0	\$0	\$0
248 Express	\$0	\$0	\$1,500,000	\$1,591,350
	\$15,638,047	\$11,958,223	\$11,309,129	\$11,997,855

	+/-	\$681,436	\$796,524	\$976,281	\$844,550
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Reducing the number of routes that Park City Transit operates reduces the anticipated budget for FY22. The Transportation Fund is looking at a decrease of -\$2M in personnel costs and -\$415k in operations and maintenance. The personnel decrease is 32.34 full-time equivalents (FTEs), a reduction from 71 full-time operators to 43 full-time operators. The part-time seasonal budget is decreasing by \$579k or a reduction of 17 FTEs. While the loss of positions appears jarring, Park City Transit has worked to reduce staffing levels over the past year in anticipation of the separation. During Covid, many positions were voluntarily vacated and not replaced based on reduced levels of service.

The transportation expense budget is reducing from an average of \$15.6M to \$12M. The current and new transit sales taxes along with federal operating assistance will fund the new iteration of Park City Transit into the future. Revenue not spent by transit operating expenses will add to the fund balance or help contribute to transportation capital projects.

Utilities

For FY22, utility budgets in all departments were evaluated through a model that calculates average usage over the past three years. This year, the model resulted in utility decreases in many departments due to sustainability investments and focus. Overall, the City's utility budget will decrease by \$22,600. We are also seeing savings from a large conservation project at the Mine Bench, where the City will save over \$50k per year in energy costs (electricity and natural gas).

Budget Recommendations through the Community Pillars

As part of the Community Visioning process, strategic pillars were developed through community input and feedback. Council reviewed and approved the pillars during the Council Retreat on May 20-21. Staff felt that there would be value in presenting the recommended budget changes through the Community Pillars to demonstrate the FY22 Recommended Budget reflects the community's visioning process:

- **Social Equity & Affordability – Cultivating and engaging an inclusive and diverse community, while working to address disparities**
 - o An Affordable Housing Specialist was added to the FY21 adjusted budget to provide technical analysis for proposed affordable housing developments and support growing department needs. Additional funds are proposed in FY22 for outside Legal counsel to provide enhanced support to ensure the program continues evolving and growing to meet increased demand.
 - o A Spanish Services Senior Librarian was added to the FY21 adjusted budget. This position is part of the Library Leadership Team and helps implement Spanish Services and Programs at the Library in a leadership capacity while applying Equity, Diversity, and Inclusion actions supporting the City's Social Equity Priorities.

- **Environmental Leadership – Protect, enhance, and support our natural world and local ecosystems, so we all can thrive**
 - o Significant investments have been requested in FY22 for the Water Department in materials, supplies, and equipment to monitor, detect and repair water leaks. Adding three new staff and reclassifying existing staff will help ensure the Three Kings Water Treatment Plant is up and running on schedule and in compliance with all state guidelines.
 - o Additional funds have been added to Environmental Sustainability for involvement in a statewide renewable energy project as well as the introduction of the City of Trees program in FY22.
 - o Added funds for operating and capital open space improvements and two part-time open space rangers, along with a vehicle, to provide customer service and monitor and enforce open space/trails rules and regulations to protect our trails and ensure accessibility and enjoyment for all.

- **Authentic Local Culture – Fostering economic diversity through arts, culture, and local entrepreneurship, and create a balance between resident and visitor quality of experience**
 - o The FY22 budget has multiple requests for Adult and Youth programs in Hockey, Tennis, Golf, Pickleball and Mountain Biking for leagues, camps, and tournaments as well as investments to outdoor ice sheets, tennis bubble, equipment, and facility deep cleaning.
 - o Additional capital funding for parks, fields, and recreation facilities to ensure meeting community needs and proper maintenance.
 - o Additional funding has been added to the Special Events department to assist with event logistics, residential mitigation, pedestrian management, parking enforcement and ground transportation management during events.
 - o Capital funding for Public Art installations has also been added.

- **Transportation Innovation – Envisioning bold, multi-modal transportation solutions**

- o A part-time Traffic Operations Manager has been added to the FY22 budget to continue building upon our multi-pronged approach to transportation solutions. The Traffic Operations Manager will lead a team comprised of police, streets, transit, events, parking, and communications to manage and mitigate traffic impact. In addition, the Police department requested additional officer support to mitigate traffic during holidays, events, and peak ski days.
- o A full-time Transportation Engineer is being added to provide technical support for proposed transportation projects early in the planning phase of a project, leading transportation capital project design and general project management during the design to construction phase to deliver a robust transportation program for the City. Additional funds have been added to Contract Services to manage the increase in CIP transportation projects.
- o Park City Transportation has aggressively pursued state and federal funding opportunities and was awarded funding for a Short-Range Transit Plan and for the Active Transportation Master Plan. Additionally, Park City was awarded a significant amount of federal grant funding to procure new electric buses and charging infrastructure.
- o The FY22 Transportation Operations budget shows a decrease of \$2M in the Personnel budget and \$374k in the operations budget, due to the separation of Transit services between the City and County. The City is hopeful that the separation will yield a more focused and higher-level of service for Park City residents, workforce, and visitors.
- o Programmed the remaining Walkability bond proceeds through a prioritization process to ensure a more deliberate and strategic use of funds.
- o As we continue to focus on walkability and a bike-able community, a Senior Transportation Planner has been added to focus on these areas and other alternatives to vehicle travel.

Core or Essential Services

- The City continues to expand services throughout each department, which directly effects the various internal services that the Finance, IT & Legal Departments provide. The FY22 budget reflects a full-time Finance Clerk, a full-time IT Coordinator, and a new Attorney in the Legal department. This investment will allow departments to offer a higher level of service both internally and to the general public.
- As we continue striving for efficiencies and timely completion of improvements to City assets and infrastructure, the Streets department has proposed a plan to bring the majority of striping projects in-house, which requires investment in staff and equipment. Additional funds have also been added to landscaping and maintenance of City owned properties as well as enhanced air-filters as we continue to focus on the health of the public in City facilities.
- Online meetings have allowed greater accessibility and engagement from the community. As online and hybrid meetings continue, the need for A/V and

technical assistance must be addressed. The FY22 budget reflects a new part-time position to ensure a high quality and effective experience.

- To achieve the bold plans outlined by Council and the community, it is imperative the City can recruit and retain quality, highly skilled staff. A comprehensive compensation analysis was performed to ensure the City is aligned with neighboring communities and the market for equitable pay. The Pay for Performance program is proposed to be restored, after being cut in FY20 and reduced in FY21.

Pay Plan

[As discussed with Council previously](#), Mercer, Inc., an industry leader in pay equity, was hired in FY19 to review and benchmark 125 PCMC jobs (covering 281 employees) to the external market. At the time, PCMC was experiencing higher than average attrition, housing costs were escalating considerably, and more competitive opportunities were created in both the Wasatch Front and Back cities and towns. The following steps were taken to compare external market comparability:

- Determined appropriate benchmarking methodology
- Reviewed PCMC job descriptions
- Matched PCMC jobs to selected compensation survey jobs

The City also formed a Blue-Ribbon Committee as a barometer to utilize community experts and an objective, third party lens with regard to the sometimes sensitive topic of employee compensation.

Blue-Ribbon Committee:

Deanna Rhodes, Executive Director, CONNECT Summit County

Jamie Lodermeier, Senior Human Resources Business Partner, Vail Resorts

Michelle O'Brien, Vice President of Human Resources, Stein Erickson

Jeremy Sheppe, Attorney and Owner, Park City Home Care

Diego Zagarra, Vice President of Equity and Impact, PC Community Foundation

Claire Marlin, (retired) Park City Police Department

Joe Lair, (retired) Deer Valley Resorts

The committee reviewed PCMC's pay philosophy, Mercer's methodology, analysis, and recommendations.

Mercer delivered their results to the HR Manager and internal Compensation Committee in Spring of 2020. Due to COVID-19, the Committee suspended their work until economic conditions stabilized. For FY22, the Committee and Mercer presented the City Manager with a recommendation to increase wages to better align with the 75th percentile of market rate, not the 100th, or the top. The Blue-Ribbon Committee reviewed this analysis and recommendation and supports a goal to compensate workforce positions to the 75th percentile of the market benchmark.

After extensive review, the City Manager's budget recommends a two-year, phased approach to try to reach the recommended target of 75th percentile. This recommendation

will be presented during the Council meeting, as well as include members of the Blue Ribbon Committee.

Pay Plan Changes by Fund		
Fund 11 GENERAL FUND	\$	1,067,330
Fund 51 WATER FUND	\$	165,984
Fund 52 STORM WATER FUND	\$	114,803
Fund 57 TRANSPORTATION	\$	139,542
Fund 58 PARKING FUND	\$	37,484
Fund 62 FLEET SERVICES FUND	\$	4,637
Total	\$	1,529,780

Budget Changes

FY21 Adjusted Budget

- Align Self Insurance/Risk Account with actual expenses
- Library
 - o Miscellaneous donation to Capital - \$100
 - o University of Utah Cares Funding for Hot Spots - \$804.95
 - o State of Utah LTSA Cares Grant - \$1,583
- Police
 - o JAG Grant - \$4,500
 - o DUI Overtime Reimbursement Grant - \$1,205.27
- Special Events
 - o Restaurant Tax Grant for Summit County 4th of July celebration - \$10,000
 - o Rocky Mountain Power - \$3,000
- Ice Facility – Grant for After School Program and Equipment - \$3,500

FY22 Changes between Tentative and Final Budget

- Planning – Senior Planner \$143,934, net budget increase of \$11,143 (partially offset by reallocation of funds from vacant position in other department and duties being absorbed in Engineering)
- Finance – Contract services added to project multi-year contract to monitor nightly rentals and assist with online licensing program \$100,000

Overall, Park City's General and Capital Improvement Funds remain well-positioned to continue investing in City infrastructure while also initiating several large new initiatives.

FY22 City Service Fees (changes to the Fee Schedule)

The following departments are making changes to the Fee Schedule:

-Water

- Storm water
- Recreation
- Parks
- Golf
- Ice
- Library
- Executive

Water Department

The Public Utilities department is proposing a 3% increase to all water fees. This is needed to meet the cost of water service and capital projects currently planned or underway, such as the Three Kings Water Treatment Plant, and consistent with the existing Water Model.

The department is also proposing an additional 10% increase to Water Irrigation Meters base rates. This is based on [Council direction](#) from 2016 to make equal the annual amount charged for meter base rates between the Irrigation Meter Class (which is typically billed 6 months of the year) and the Multi-Family/Commercial Meter Class base rate (which is billed 12 months of the year). Since 2016, Irrigation base rates have increased 10% per year, and if this continues, we will reach equalization in FY24.

A 3% increase to the Storm Water ESU charge, the basis of all Storm Water billing. This is needed to meet operational and capital expenses of the Storm Water Fund.

MARC & Recreation

Establishing User Fees: We added language for the Sliding Fee Scale, which applies a discount to specific fees based on Summit County Average Median Income. This makes our programming more affordable and accessible for those that qualify.

MARC - The majority of changes are to clarify or simplify existing fees. The proposed drop-in fee change would eliminate the additional fee for attending a group fitness class and the facility drop-in fee for residents increased by \$1. The Senior/Military fee has been updated to align with current practice.

Pickleball - Fees have been added to the schedule for clinics, hourly rates and court rentals.

Tennis - Fees for a private tennis lesson increase from \$78 to \$80 and the schedule has been updated to reflect fees for Junior Tennis Clinics and tennis court rentals.

Parks

Fees have not increased for many years, the proposed adjustments are necessary to align with rising operational costs and additional services provided.

Golf

The golf cart fees for 9 holes are increasing by \$.50 (9-holes) and \$1.00 (18-holes) to help offset the cost of the new golf car fleet.

Ice

The Ice Arena was anticipating increases last year that were not implemented due to COVID-19. For FY22, staff proposes fee increases for several activities, due to increased operational expenses and to improve cost recovery. Please see attached Exhibit C for detail.

Library

Library removed typo in the room rental table changing “Group 3 4” to Group 3

Executive

Section 6.4 - Compiling Documents – Updating date and reference numbers to align with state code language

Department Review:

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

Exhibits:

- A – [FY22 Operating Budget Detail](#)
- B – [Excerpts showing changes to Fee Schedule](#)
- C – [Ice Facility FY22 Fee Changes](#)
- D – [FY22 Council Compensation](#)

FY22 Operating Budget Recommendations by Department

City Manager - \$111,000

- Part-time Technical A/V Specialist - \$21k
- Nightly Rental monitoring contract services - \$90k

Legal - \$185,600

- New Attorney V - \$167,400
- Meetings/Conf/Travel - \$3,500
- Office Supplies - \$1,200
- Outside Legal Services - \$5,000
- Computer Equipment - \$8,500

IT - \$202,160

- New IT Coordinator position - \$119,189
- Software Licenses: Laserfiche, Office, GIS, CRM, LMS - \$76k

Finance - \$68,116

- New Accounting Clerk III - \$63,515
- Meeting/Conf/Travel - \$1k
- Training – \$1,300
- Office Supplies - \$900
- Printing - \$900
- Cellular - \$500

Economy/Open Space - \$199,266

- Kane Security Increase - \$100K
- Increased Transit support for Park Silly and Car-free days - \$25k
- 2 part-time Trail Rangers - \$45,136
- Vehicle - \$29,130

Sustainability

- 100% renewable governance and filing - \$35k
- Open Space non-capital improvements -\$20k
- City of Trees program - \$25k

Emergency Management - \$50,000

- Traffic Operations Manager part-time contractor

Engineering - \$162,980

- Reclass Analyst to Staff Engineer - \$22k
- New Transportation Engineer - \$133k (partial offset w/ savings in part-time staff)
- Contract Services & Engineering Services - \$22,500
- Equipment - \$1,400

- Travel - \$375

Police - \$122,000

- On-Call pay for Medical Examiners - \$7k
- Traffic Mitigation - \$115k
- Ongoing Psych Training - \$24k

Streets, Parks, Bldg. Maintenance - \$143,000

- Streets III - \$96k
- Contract services for PC Heights Landscaping, Richardson Flat Boardwalk, expanded sidewalk plowing - \$29k
- Enhanced air filters - \$18k

Affordable Housing - \$40,000

- Outside Legal Counsel - \$40k

Library - \$21,033

- Membership, Mileage, Training - \$500
- Conferences & Travel for professional development - \$7,000
- New marketing and communications platform - \$4,500
- Spanish Services Programming - \$5,133
- New materials: Youth, Graphic Novels, Music and Digital programs - \$3,900

Public Works/Utilities (Multiple Departments) - \$36,224

- Increase On-Call pay to \$36/day

Golf -\$29,250

- Range Rentals, new method of accounting (historically, this has been in the revenue budget) no net increase - \$20k
- Bank Charges - \$7k
- Staff shirts for shop & food and beverage attendants - \$1,500
- Software Licenses - \$750

Water - \$837,000

- Materials & Supplies to manage water leaks/loss - \$154k
- Contract Services & Equipment - \$274k
- Bank Charges - \$60k
- On-Call pay - \$20k
- Reclass Billing Coord - \$14k
- Reclass existing Analyst - \$14k
- New Analyst IV - \$94k
- Water Treatment Operator IV (2) - \$206k

Ice Facility - \$51,746

- Reclass Program Coordinator to Program Supervisor - \$7,480
- New software - \$2,340
- Equipment Rental for closure - \$2,730
- Tournaments - \$2,850
- Office Supplies - \$310
- Continue with supplemental cleaning contract - \$4,600
- Meeting/Conf/Travel, Training, Marketing, Memberships - \$6,820
- Sports Officials - \$24k
- Uniforms - \$615

Recreation, Tennis, MARC - \$68,177

- Reclass Tennis Director from Contractor to Employee - \$4,663
- Reclass Front Desk Team Leader to Tennis Coordinator - \$12k
- Increase Bubble install/removal to align with actuals - \$15k
- Seasonal Pickleball Instructor & Supplies – \$12k
- On-site Program Supervisor & Mtn Biking Staff - \$16k
- Bank Charges - \$10k

PARK CITY FEE SCHEDULE – Effective July 1, 2021

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up

1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal)	\$130.00 Places of
Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$52.07	\$53.63	\$826.00	\$850.78
1 "	\$70.29	\$72.40	\$949.34	\$977.82
1.5"	\$83.36	\$85.86	\$1,350.61	\$1,391.13

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$67.49	\$69.51	\$826.00	\$850.78
1"	\$114.53	\$117.97	\$949.34	\$977.82
1.5"	\$244.66	\$252.00	\$1,350.61	\$1,391.13
2 "	\$510.21	\$525.52	\$2,388.96	\$2,460.63
3"	\$1,327.82	\$1,367.65	\$2,826.17	\$2,910.96
4"	\$2,410.56	\$2,482.88	\$4,924.70	\$5,072.44
6"	\$4,543.99	\$4,680.31	\$7,661.85	\$7,891.71
8"	\$7,825.16	\$8,059.91	\$11,507.60	\$11,852.83

2.2.1.3 Irrigation

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$104.72	\$115.19	\$826.00	\$850.78
1"	\$177.21	\$194.93	\$949.34	\$977.82
1.5"	\$378.55	\$416.41	\$1,350.61	\$1,391.13
2"	\$789.44	\$868.38	\$2,388.96	\$2,460.63
3"	\$2,054.34	\$2,259.77	\$2,826.17	\$2,910.96
4"	\$3,729.92	\$4,102.91	\$4,924.70	\$5,072.44
6"	\$7,031.06	\$7,734.17	\$7,661.85	\$7,891.71

2.2.1.4 Construction Base Rate: ~~\$302.58~~311.66

2.2.1.5 Necessitous Base Rate: ~~\$4.45~~4.58

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.49 6.68	\$10.40 10.71	\$10.94 11.27	\$14.17 14.60	\$16.90 17.41	\$29.54 30.43
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.68 7.91	\$10.40 10.71	\$16.90 17.41	\$26.03 26.81
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.12 9.39	\$14.12 14.54
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.11 11.44	\$18.05 18.61
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$12.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

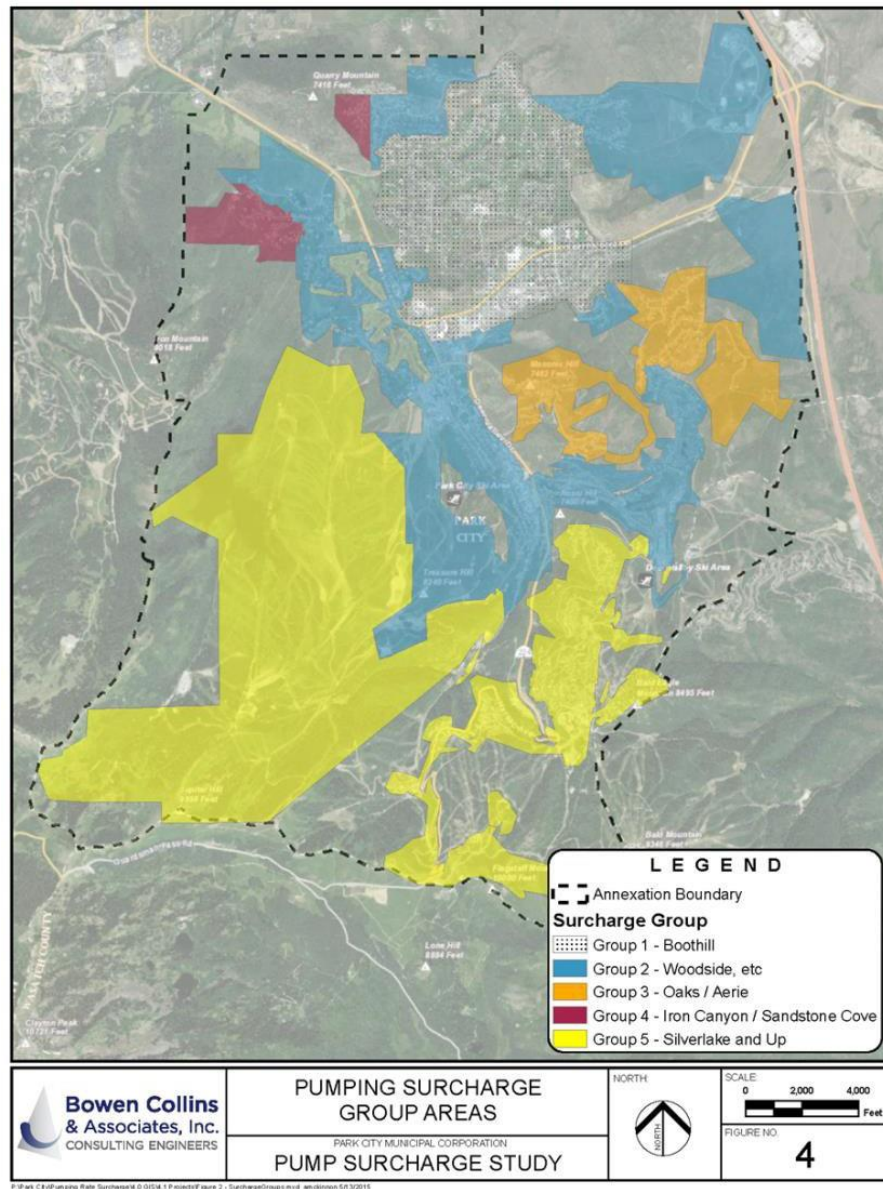
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU ~~\$6.47~~ 6.66

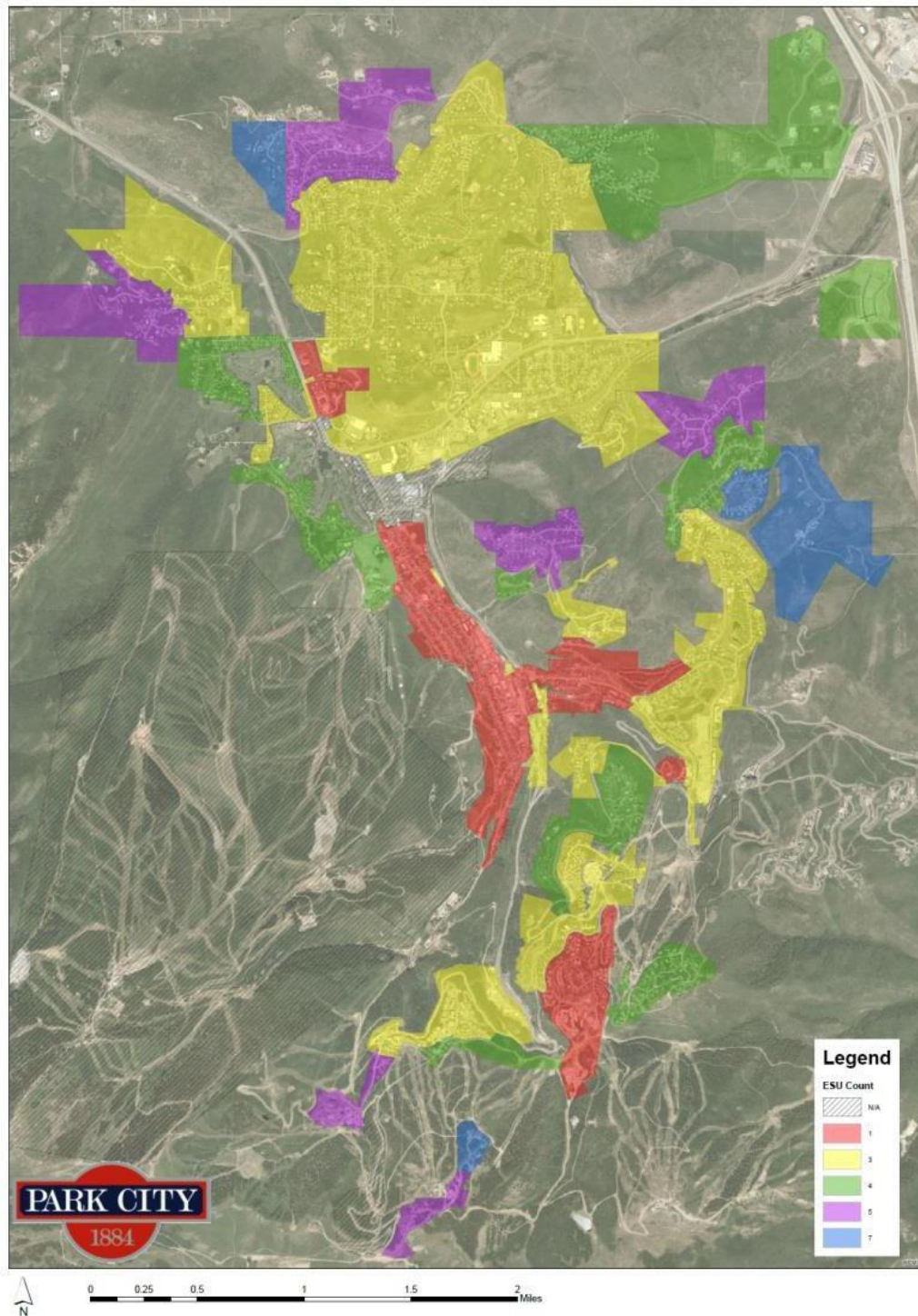
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (200816). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(2)(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a)(i) and (ii).

(b) An hourly charge under ~~this~~ Subsection (2)(a) may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarterhour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

- \$10.00 per police report/traffic accident report
- \$20.00 per CD (compact disc) of Video or Photographs
- \$5.00 per printed color photograph
- \$15.00 per fingerprinting request

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 meter system.

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

- Effective July 1, 2019
- \$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
- \$38.00 after 14 days;
- \$41.00 after 30 days;
- \$43.00 after 60 days

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

- Effective July 1, 2019
- \$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
- \$77.00 after 14 days;
- \$84.00 after 30 days;
- \$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

- follows: Effective July 1, 2019
- \$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:
- \$297.00 after 14 days;
- \$326.00 after 30 days;
- \$344.00 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:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

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:

Effective July 1, 2019

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

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

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

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

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

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

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

\$44.00 after 14 days;
\$48.00 after 30 days;
\$50.00 after 60 days

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

Effective July 1, 2019

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

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

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

Effective July 1, 2019

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

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –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 \$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.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

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 \$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 9th 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 | 21 |
| 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:

11:00 a.m.-5:00 p.m. – FREE, no hourly
max 5:00 p.m.-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
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – 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:

11:00 a.m.-5:00 p.m. – FREE-No hourly max 5:00 p.m.-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

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-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

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

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

7.13 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.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the Regional Director will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the Regional Director or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Director may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Park City Recreation Sliding Fee Schedule						
% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 GI	Less than \$31,000 GI	Less than \$34,000 GI	Less than \$37,000 GI	Less than \$40,000 GI
31% to 50% AMI Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001 - \$46,000 GI	\$31,001 - \$51,200	\$34,001 - \$57,000	\$37,001 - \$61,500	\$40,001 - \$66,000
51% to 70% AMI Receive 30% Discount	\$40,001 - \$55,900	\$46,001 - \$63,800	\$51,201 - \$71,700	\$57,001 - \$79,700	\$61,501 - \$86,100	\$66,001 - \$92,500

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00	\$100.00
Senior & Military 10 Punch	\$6 70.00	\$7 80.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis Fees

Hourly Court Fees

	Indoor	Outdoor
Resident rate	\$32.00	\$12.00
Visitor rate	\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: \$12/day

Orange: \$24/day

Green: \$24/day

Yellow: \$24/day

Peak: \$28/day

Youth Clinic Drop-In

Red: \$15

Orange: \$28

Green: \$28

Yellow: \$28

Peak: \$32

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00
Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr
Outdoor Courts	\$12/hr
Per – hr. Clinic	\$12/hr

Monthly Clinic	\$45
Private Lesson 1 hour	\$45
Semi-Private Lesson 1 hour	\$30/pp

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	8.00 \$9.00	\$15.00
Senior 65+ & Military	6.00 \$7.00	\$9.00

Insurance Drop In Class Fee	\$7.00
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Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$55.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$64.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$71.00
Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.50

Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$32.00
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.50
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = Ages 6-17; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	8.00 \$9.00	12.00 \$9.00
Drop-in Hockey - adult	10.50 \$10.00	14.00 \$10.00
Coached Drop-in Hockey	12.50 \$13.00	16.00 \$13.00

Freestyle	8.00 \$9.00	12.00 \$9.00
Drop-in Curling	20.00 \$25.00	24.00 \$25.00
Drop-in Broomball	14.00 \$25.00	18.00 \$25.00
Drop-in Skating Class	\$15.00	18.00 \$15.00
Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	14.00 \$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards ~~are~~ **may be** available for **some activities or products.**

~~Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session.~~

~~Punch card fees are adjusted to reflect the admission of~~

~~residents and non-residents. Punch cards are also available for skate sharpening with no discount simply, for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.~~

Annual Passes

Platinum	\$4,750
Bronze (Public Skate): (Includes Skate Rental)	\$300

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (Summit or Wasatch County Resident)	\$225
Non-Resident, Not-for-Profit	\$250
Camp	\$300
For-profit	\$375

****User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum ~~25~~ 50 hours per season).**

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Package \$175
Super Star Birthday Package \$300
Instructor \$50/per 30 minutes

Equipment (per hour)

Broomball \$50
Curling \$50/hour/lane
Hockey \$10/week
Dividers \$25

Event Fees

Rentals 1-50 people \$50
Rentals 51-100 people \$100
Rentals 101+ people \$200
Bleachers \$200/day
Catering Fee \$150
Scheduling Impact Fee \$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening \$8.50
Figure Skate Sharpening \$10.00
Custom Radius \$30.00
Figure Skate Sealing \$30.00
Rivets Replacements \$2.50 (ea.)
Figure Skate Blade Mounting (per pair) \$25.00
Skate Fitting (without purchase) \$20.00

Locker Rental (Annual Fee)

	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600
Wall Banners \$2,500
Glass Decals \$400
Program Sponsorship Varies by program
Information Screen \$150/month

~~Note: All user groups will receive a free dasher board ad on the East side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.~~

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium	\$500	\$200	\$100	\$50		
SOC	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC multipurpose						
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250 per team per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500
Commercial	\$65	

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$50.00/hr. NonRes
	\$120.00/day Res	\$200.00/day NonRes
(2 courts)	\$200.00/day Res	\$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season – adult	
Tennis & Pickleball Courts	\$12.00/hr.	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$95.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field	
Field Lights - PCSC & City Park	\$20.00 per hr.	
Baseball Fence	\$45.00 per field	
Outfield Vinyl Fencing per field per week of use	\$337.00	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	53.00 \$80.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	93.25 \$108.00
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	648.70 \$859.00
	Street Banner Installation-every other Main	486.55 \$687.00
	Street Banner Installation-every 3rd	324.35 \$515.00
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	1431.00 \$2,013.00
	(Includes state permit, barricades and signage, required during install)	
	Street Banner Removal- Kearns	Included \$1515.00
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	47.70 \$75.05
	Pavilion Cleaning	157.95 \$150.00
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	6.75 \$10.00
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Portable Electronic Sign/Message Board (per day)	\$151.20
	Temporary Signs (each)	\$18.50
	Street Barricades (per day)	\$1.40
10.10	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12	<u>Streets Equipment and Materials Equipment (2</u>	
	hour min. - billable rate is portal to portal,	
	cost includes operator, fuel, maintenance)	

Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35

Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05

10.13 Materials

Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	28.00 \$35.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day

Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Ice Facility Proposed FY22 Fee Changes

- Increases to resident rates for drop-in youth (\$1) and coached (\$.50- \$3) hockey, decrease drop-in adult by \$.50 to \$10. Drop-in hockey fees have not increased since FY16.
- Increase to resident rate for youth Freestyle (\$1) and removal of adult and non-resident rates. Freestyle fees have not increased since FY16. Revenue received from anticipated fee differential for adult and non-resident Freestyle are less than \$500 annually. Offering so many different rates is challenging to facilitate through software and to communicate to patrons. Thus, staff recommends reducing to one fee for Freestyle.
- Increases to Drop-in Curling (\$5) and Broomball (\$9) and removal of non-resident rates. The last increase for these activities was FY18.
- Removal of Platinum Annual Pass as current utilization is low, and the availability of the pass sets an expectation for the number and schedule of Freestyle sessions.
- Update the Bronze Annual Pass (Public Skate) to includes skate rental if needed and move to one rate for adults and youth given that single admissions are the same for adult and youth residents.
- Clarification of what groups qualify for the User Group rate. Adding specificity for 501 C3 status, requiring insurance and increasing minimum hourly commitment from 25 to 50 hours. Current User Groups far exceed this hourly commitment.

Ordinance No. 2021-27

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2021 – 2022
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 17, 2021;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2021-2022</u>
Mayor	\$45,366.72 per year
City Council	\$23,435.04 per year
City Manager	\$137,000- \$174,991 per year
City Attorney	\$163,404 – \$192,355 per year
City Treasurer	\$64,000 - \$93,844 per year
City Engineer	\$124,086 - \$138,456 per year
City Recorder	\$79,039 - \$90,861 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$21,522.48. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Work Session

Agenda Section:

Subject:

5:20 p.m. - Discuss City Council Protocols

Suggested Action:

Discuss Council Protocols outlining best practices to support consistent council, community, and staff communication.

Attachments:

[Council Protocols Staff Report](#)

[Exhibit A: Proposed City Council Protocols](#)



City Council Staff Report

Subject: Council Protocols
Author: Michelle Downard, Resident Advocate
Department: Executive Department
Date: June 17, 2021
Type of Item: Administrative

Summary Recommendation

Pursuant to a City Council request, review and discuss a modernization update to the City Council's Protocols.

Analysis

The Open and Public Meetings Act (OPMA), [Utah Code § 52-4](#), regulates public bodies when conducting business and hosting public meetings. Council Protocols supplement OPMA and help implement [Park City Code 2-4-5, Relationship of City Council to Administrative Service](#). The Council Protocols also outline best practices for communication of requests, questions, liaison responsibilities, and responding to emails from the public. The Council Protocols provide clarity and establish consistent processes for navigating communications involving the Council, community, and staff.

Recommended amendments further clarify best practices for communication, including conflict resolution and council meeting processes. In addition, the Council may consider the below proposals concerning a rotation schedule for public engagement opportunities or programming an email auto-reply:

- Protocol 3- Adopt a protocol for Mayor and Council to program an auto-reply from Council_Mail@parkcity.org confirming receipt of emails from the public.
- Protocol 9- Establish a rotation schedule for reoccurring public engagement opportunities, such as Coffee with Council, and maintain that rotation as reasonable to support even distribution of engagement opportunities. While the rotation would allow councilmembers to participate in conversations involving various topics, it may also decrease opportunities to participate in key discussions where councilmembers have a specific interest or liaison role.

Department Review

The Legal and Executive Departments have reviewed this report.

Exhibit

A Park City Council Protocols



City Council Protocol – Operating Guidelines

The Open and Public Meetings Act (OPMA), Utah Code § 52-4, regulates public bodies when conducting business and hosting public meetings. Council Protocols supplement OPMA and help implement Park City Code 2-4-5, Relationship of City Council to Administrative Service. The protocols outline best practices for communication, provide clarity and establish consistent processes for navigating communications involving the Council, community, and staff.

Protocol 1: Council Requests for Simple Information

- a) City Council should direct~~Make~~ requests directly to City Manager, ~~Assistant Deputy~~ City Manager, or Managers – with cc to City Manager.

Protocol 2: Council Requests for Research on Topic

- a) City Council should direct~~Make~~ requests directly to City Manager, ~~Assistant Deputy~~ City Manager, or Managers – with cc to City Manager.
- b) If the project will require more than 2 hours of staff time, City Manager will determine if whether the request requires City Council direction. If so, City Manager will seek ~~an~~ informal or, if necessary, formal direction from the City Council.

Protocol 3: ResidentCitizen Request of Council for Service

- a) Refer requests directly to City Manager, ~~Assistant Deputy~~ City Manager, or Managers – with cc to City Manager.
 - 1)i. If the service request is within the scope of the current service policy, the issue will be addressed as soon as possible.
 - 2)ii. If the service request is for a new or significantly expanded service, the issue will be referred to the City Council for direction (consistent with Protocol 4, Council Request to Place an Item on the Agenda).
 - 3)iii. If the ~~C~~eouncil ~~m~~Member wishes to be notified of the outcome, the Council Member or she will request notification at the time of the referral.
 - ~~o~~ If the service request is for a new or significantly expanded service, the issue will be referred to the City Council for direction (consistent with Protocol 4, Placing Items on Council Agenda)
- b) If an email question is sent to the Mayor or designee and City Council, the Mayor or designee may respond to the individual, and the Mayor will cc City Council on the response.
- c) If the Mayor and City Council receive a staff-related issue, the Mayor will forward the email to the City Manager, with a cc to Human Resources.
- d) The Mayor and Council may agree to implement an auto-reply to Council Mail@parkcity.org email to acknowledge receipt of public input.
- e) If the Mayor and City Council receive an email that is public input on an issue, the Mayor or designated City Council member may also respond on behalf of the Mayor and

Council, and send it to the appropriate staff person with a cc to the City Manager and to City Council.

- f) In addition to the Mayor or designee's email response, a City Council Member may also respond directly to the individual.

Protocol 4: Council Request to Place an Item on the Agenda

~~Place the request to on a City Council agenda for a during work session, as an information item discussion~~

- a) A Council Member may request an item be placed on a future agenda during "Communications and Disclosures;" or direct the request to the Mayor or City Manager directly. While Council may not discuss the merits of an issue not on the agenda, they may indicate support for a future discussion.
- b) Revisit the request at a later meeting for direction from the City Council.
- ~~A Council Member may wish to check with ask the Mayor or City Manager to see if to bring the item may be brought to City Council during the normal course of business~~

Protocol 5: Council Questions on Agenda Item

- a) Make request directly to City Manager, Assistant Deputy City Manager, or appropriate Manager, or the author of the staff report- with cc to City Manager.

Protocol 6: Communication to Council from Staff

- a) For material responses, Communications should be sent to the Mayor and City Council as a group.
- b) If Staff is expecting requesting a response in less than 24 hours, Staff must notify Council via phone call or text.
- c) If Staff sends packet additions fewer in less than 24 hours prior to before a Council meeting, Staff must notify Council via text or phone call.
- e)d) Staff should include all Council Members, Mayor and City Manager in communications when related to a policy discussion.

Protocol 7: Council Contact with Staff

- ~~City staff work for the City Manager, not individual Council Members or the City Council. City Council Member's contact with staff is encouraged to be social and informational contact only~~
- ~~Listen, but do not attempt to solve the problem.~~
- ~~Violations by City Council should be reported to the Mayor.~~
- ~~Violations by the Mayor should be resolved by Mayor and City Manager. City Council may assist in resolution as needed.~~

Protocol 78: Staff Contact with Council

- a) Listen, but do not attempt to solve the problem.
- b) City Council and staff should Refer employee issues to the appropriate supervisor, Human Resources Department or City Manager as needed.
- 1) City Council and staff should inform City Manager of referral and basic situation.
- 2) City Manager may be asked to explain the situation to the Council.

Protocol 89: Liaison Responsibilities

- a) City Council determines its liaison responsibilities.
- a)b) Keep fellow Council members informed.

- b)c) _____ When a liaison sees an agenda item for a board or commission where the liaison may be asked for an opinion or vote on a potentially controversial item the liaison will use ~~his or her~~ best efforts to contact the other Council ~~M~~members ~~prior to before~~ the meeting to gather input.
- e)d) _____ A liaison's ~~is aware his or her~~ their opinion or guidance may be misinterpreted by others. It is important that others understand a liaison is providing information, not a policy position or direction. Liaisons should act with utmost care to avoid misinterpretation.
- d)e) _____ ~~If n the case where~~ a liaison appears to have made a policy decision, it should be discussed with the Mayor. ~~–If n the case where–~~ the situation involves the Mayor, the discussion should be with the Mayor pro tem.
- e)f) In the case where a new liaison is needed or a liaison would like to exchange roles with another Council ~~M~~member, Council will discuss and determine the new liaison assignment as a group.
- f)g) A liaison may speak on behalf of Council in the context of a board or commission meeting when a policy decision has already been made by the Council.

Protocol 910: Spokesperson for City

- a) Generally, the Mayor or a member of the City Council speak for the City (as opposed to expressing their opinion as an elected official) only when they have been asked by the Mayor, ~~or on behalf of the~~ Council, to do so.
- b) For major events or issues, including emergency situations, the City Manager or ~~his~~ designee ~~would be~~ the City's Spokesperson unless or until the Council designates a Spokesperson.
- b)c) The Mayor and Council should establish a rotation schedule for reoccurring public engagement opportunities and maintain that rotation as reasonabley able.

Protocol 1011: Alerts

- a) The Mayor and Council can expect alerts on significant issues by text or phone.

Protocol 112: Conflict Among Council

- a) ~~First, t~~ry to work it out among yourselves.
- b) If you see a conflict continuing, provide feedback on a one-on-one basis, and help each other.
- c) Mayor will serve as mediator. If Mayor is part of the conflict, other Ccouncil Mmembers should strive to assist with conflict resolution.
- e)d) It is not the role of the City Manager or other staff to resolve conflict between elected officials.

Protocol 123: Closed Session

- a) Closed session is only for ~~only the statutory~~ purposes found in Utah Code, City Code, or common law. ~~or to deliberate quasi-judicial items~~
- b) Council to stay on topics for which the meeting was closed.
- c) DeliberationsStrategy or discussion during a closed section of the meeting ~~session~~ are not formal decisions. Formal decisions ~~must to be made~~ voted on in a public meeting.

Protocol 134: Council Meetings

- a) If late to meeting, call ahead of time. If unable to attend, informlet the City Managerknow.
~~*—No cell phones.~~
- b) Mayor presides over council meetings; if the Mayor is absent, the Mayor pro–tem presides.

- c) Mayor and Council should notify the City Manager and City Attorney of disclosures and abstentions/recusals prior to meetings as able when possible, and mention it the disclosure during Comments.
- b) Council should request to speak and the Mayor will recognize the individual by name.
- c) Mayor will recognize the individual by name
- d)
- d)e) When there is anticipated public input or a public hearing, the order during an agenda item of the meeting should be:
 - 1) Staff representation;
 - 2) Technical questions from City Council; Council should refrain from policy comments until after the public hearing or public input is received;
 - 3) Open pPublic hearing or input, take public input comments, close public hearing or input;
 - 4) Policy related questions and discussion from Council;
 - e) Formal vote or summary of direction from Council
 - 5) Once a Call for a motion and a second. Once has been made, the meeting chair Mayor will call for discussion or comment on the motion specifically; and
 - 6) Formal vote or summary of direction from Council.

Protocol 145: City Manager Updates

- a) City Manager provide a Bi-weekly Quarterly status report/written updates on organizational issues. on goals and major issues
- a)b) The City Manager will provide Monthly Budget Reports to City Council.

Protocol 156: Council Budget & Travel

- a) City Manager distributes approved budget after City Council adopts.
- b) City Manager monitors and informs Council of available funds.
- * With the exception of assigned liaison duties, Council approves travel and non-day-to-day expenditures over \$1,000 during a work session discussion.
- c) Council will be informally polled if travel is unanticipated.

Protocol 17: Open Meeting/Notification

- * Notification should be clear, concise, timely and accurate

Protocol 18: Quarterly Report

- * The Quarterly Report is the status report on Council's Policy Agenda
- * Significant project updates are included in the Quarterly Report

Protocol 169: E-Communication

- * Use the City Form letterhead as part of communication
- * Retention: Subject to 30 days
- * Harassment: No sexual jokes, personal relationship
- a) All communications among and to Council Members should be courteous and professional. Under state law, a record is public unless there is an exception making it non-public.
- b) Some communications may be labeled private, protected, privileged, or otherwise identified as non-public. These communications may not be shared outside of City government. Communications requesting or receiving legal advice are privileged and confidential and may not be shared outside of City government.

Protocol 20: Communication from City Attorney

- ~~Written or e-mail: disclaimer — may not share information~~

~~Protocol 21: Responding to Citizen Email Sent to the Mayor and Council~~

- ~~If an email question is sent to the Mayor or designee and City Council, the Mayor or designee will may respond to the individual and the Mayor will cc City Council on the response.~~
- ~~If the Mayor and City Council receive a staff-related issue, the Mayor will forward the email to the City Manager, with a cc to City Council on that forward.~~
- ~~If the Mayor and City Council receive an email that is public input on an issue, the Mayor will acknowledge receipt of the email and then send it to the appropriate staff person with a cc to the City Manager and to City Council.~~

~~In addition to the Mayor's email response, if there is an issue on which a particular City Council member wants to respond directly to the individual, he or she can the Council Membership may do so.~~

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Park City Soils Management Facility Update

Suggested Action:

Attachments:

[Soils Management Facility Staff Report](#)

[Exhibit A: Stakeholder Outreach Meetings](#)

[Exhibit B: Legal Fact Sheet](#)

City Council Staff Communication

Subject: Park City Soils Management Facility (Gordo)
Author: Jonathan Weidenhamer
Department: Economic Development
Date: June 17, 2021

Community Engagement

On May 13, 2021, City Council held a work session on the Gordo Soils Management Facility and asked Staff to conduct a 60-day community and stakeholder engagement process ([5/13/21 meeting](#)). Staff continues to work with the project team to implement a variety of public involvement and education activities. Recent and upcoming activity includes (Calendar, Exhibit A):

- **Engage Park City Project Website:** Active as of April 30, the project page is monitored daily for questions and comments. Total visitors since launch: 1.2K.
- **E-blasts/Website News Items:** 6/9 Event announcement for Community Panel, link to project website.
- **E-notify:** Activated on 6/4, notices will go out on soils related news items, events, Council items.
- **Newsletter:** 6/18, 7/7 project coverage, education, and feedback opportunities
- **Social Media:** Weekly posts began the week of 6/7. Content to include events, project overview, top FAQs.
- **Earned Media:** PCTV Political Peaks (6/10); Park Record (6/12); Local News Hour (6/21); and This Green Earth (6/22). Pending: Additional KPCW and Park Record coverage; Town Lift News.
- **Mailer:** Draft of community-wide (84060/84068) mailer completed and awaiting approval to send.
- **Stakeholder Meetings/Events** (cross-promoted on the website calendar and project website):
 - o Completed:
 - May 25, 2021 - Prospector Neighborhood Information Session and Q&A. 25 attendees (in-person/Zoom). Meeting Recording: [link](#).
 - June 2, 2021 - Park City Heights Neighborhood Information Session and Q&A - Approx. 20 attendees (in-person/Zoom) at Park City Heights Clubhouse - 6-7:30 p.m. Meeting recording: [link](#).
 - o Upcoming:
 - June 22, 2021 - Community Panel Discussion and Q&A at Santy Auditorium - 6-7:30 p.m. Event will be recorded and posted on the project website.
 - June 25, 2021 - Quinn's Junction Area Stakeholder Information Session and Q&A, Park City Hospital Blair Education Center, 11:30-1:00 p.m. Attendance limited to 40 participants. It will be recorded and posted on the project website for those unable to attend. Additional sessions will be scheduled as requested by stakeholders.
 - July 13, 2021 - Coffee with Council, 6-7:30 p.m. Virtual event on Facebook Live (@ParkCityGov't) and Zoom:

<https://us02web.zoom.us/j/85314244653>(External link). A representative from the Utah Department of Environmental Quality (UDEQ) will be participating. The recording will be posted following the event.

- July 15, 2021 - Park City Council Public Hearing
- o Pending: Virtual (Zoom) neighborhood meetings (3): Fairway Hills, Chatham Hills, Chatham Crossing.

Technical Documents

In addition to the project overview and FAQ's available at ([Engageparkcity.org/park-city-soils-repository-overview](https://engageparkcity.org/park-city-soils-repository-overview)), Staff is working on a series of technical documents in response to input and questions from initial engagement meetings. Some of those include:

- Regulatory and Legal Fact Sheet - Kaplan Kirsch & Rockwell LLP (Exhibit B).
- Technical Fact Sheet, related to health and safety – AECOM.
- Preliminary Construction Mitigation (hauling) Plan, PCMC Staff.
- Operations and Management Plans – PCMC Staff.
- Height Analysis, existing v. proposed grades – Elliott Work Group.
- Soil Hauling Analysis: Number of trips/traffic impacts – PCMC Staff.

Permit Status

Staff submitted a Class 1 Landfill Permit Application to UDEQ on December 21, 2020. The public comment period has closed, and PCMC is assessing input through our own engagement process while the next steps are contemplated. Staff believes the UDEQ is favorable to issuing a permit for this location.

Next Steps

The first available City Council meeting after the 60-day engagement period is July 15, 2021. Staff expects to summarize and make available questions and input received during the community meetings, hold a public hearing and ask City Council for direction on next steps. Staff will also present the technical documents described. Staff doesn't anticipate asking Council to take any action at this meeting.

Attachments

- Exhibit A: Stakeholder Outreach Schedule**
Exhibit B: Regulatory and Legal Fact Sheet

Park City Soils (Gordo) Management Facility Stakeholder Outreach Schedule

May 2021

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May

05/13/21 (Thu)	Park City Council Meeting: Park City Soils (Gordo) Management Facility Stakeholder Outreach Discussion	
5/13 - 7/13	Neighborhood and Stakeholder Presentations	
05/25/21 (Tues)	Prospector Neighborhood Information Session and Q&A	Meeting Recording - Click HERE

June 2021

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June

06/02/21 (Wed)		Park City Heights Neighborhood Information Session and Q&A	Zoom Link - Click HERE
06/22/21 (Tues)	6-7:30 p.m.	Community Panel Discussion and Q&A	Jim Santy Auditorium
06/25/21 (Fri)	11:30-1:00 p.m.	Quinn's Junction Area Stakeholder Information Session and Q&A	Park City Hospital Blair Education Center

July 2021

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July

07/13/21 (Tue)	Coffee with Council	
07/15/21 (Thu)	Park City Council Public Hearing	Meeting time, links, and additional information forthcoming.

EXHIBIT B
PARK CITY SOILS MANAGEMENT FACILITY
REGULATORY & LEGAL FACT SHEET

Submitted by Kaplan Kirsch & Rockwell LLP

Park City has submitted a permit application to the Utah Department of Environmental Quality (DEQ) to construct and use the Park City Soils Management Facility to dispose of mining contaminated soils generated from construction projects within the Soils Ordinance boundary, including the arts and cultural district. The Soils Management Facility will be located at the “Gordo” site, behind the intersection of Richardson Flat Road and SR-248. The Soils Management Facility will only accept mining contaminated soil waste.

Park City began using the Gordo site to temporarily store mining contaminated soils from construction projects within the Soils Ordinance boundary under a letter of confirmation. Pursuant to the letter, the City tested the soils to confirm they were mining contaminated soils; took steps to ensure that the soils were managed so as not to cause a nuisance or health hazard; graded the waste into a continuous mound; installed controls up and down slope of the mound to restrict surface water run on and runoff; and regularly inspected and maintained the site. The City is now seeking a permit from DEQ to permanently dispose of such soils at the Soils Management Facility.

This fact sheet identifies the regulatory requirements and legal liabilities associated with operating the Soils Management Facility.

BEVILL WASTE

- The only waste that may be accepted at the Soils Management Facility is mining contaminated soil. The draft permit for the Soils Management Facility issued by DEQ for public comment requires that materials be rigorously screened and any material that falls outside this category must be rejected and disposed of elsewhere.
- Mining contaminated soils are one of the so-called “Bevill” wastes that are not considered “hazardous wastes.” These wastes are subject to Subtitle D of the federal Resource Conservation and Recovery Act (RCRA), which regulates non-hazardous solid waste.
- Many states, including Utah, have primary authority to implement and administer solid waste regulatory programs under RCRA.
- Under the Utah Solid and Hazardous Waste Act, mining waste is included in the definition of “solid waste.”
- Bevill waste, like the soils to be deposited at the Soils Management Facility, is high-volume, low-risk waste, which why it is considered solid waste—but NOT hazardous waste—by the United States Environmental Protection Agency and the Utah DEQ.
- Bevill waste that has been mixed with hazardous waste is not considered to be Bevill waste. The draft permit includes screening procedures for incoming waste and any material that is not Bevill waste, including waste that includes Bevill waste and hazardous waste, will not be disposed of at the Soils Management Facility. This waste will instead be hauled offsite for disposal at an appropriate location.

- Bevill waste is subject to Utah’s solid waste regulations, including the requirement to be disposed of at a facility which complies with the solid waste regulatory requirements, such as a Class I Solid Waste Facility, also referred to as a “Class I Landfill.”

SOLID WASTE FACILITIES & DISPOSAL REQUIREMENTS

- The Soils Management Facility will be permitted as a Class I Solid Waste Facility and meet the requirements of the Utah’s solid waste regulations.
- Under Utah regulations, a Class I Landfill is a non-commercial landfill which may receive nonhazardous solid waste, including Bevill waste, for disposal.
- In order to ensure that a solid waste facility is protective of health and environment, DEQ’s regulations contain location standards for disposal facilities; requirements for plans of operations, which includes screening requirements for incoming wastes; recordkeeping, reporting, and inspections requirements; closure and post-closure requirements; standards for performance design, and maintenance and operation; groundwater monitoring; and financial assurance requirements.
- Park City has submitted a permit application to the Utah DEQ which meets these regulatory requirements.
- DEQ has reviewed the permit application and issued the draft permit for public comment after ensuring the proposed project has been designed, and will be operated and closed in a manner that complies with the regulations and that is protective of public health and the environment.

PARK CITY SOILS MANAGEMENT FACILITY PERMIT

- The Soils Management Facility is designed to provide for the disposal of Bevill waste generated from construction projects within the Soils Ordinance boundary.
- Waste will be inspected as it enters the facility to ensure that only Bevill waste is being accepted at the Facility.
- The Facility will employ extensive groundwater monitoring conducted through groundwater monitoring wells. The monitoring will be done in accordance with a groundwater monitoring plan approved by DEQ.
- To protect against leaching from the Facility into the environment, the Facility will have a leachate management system consisting of liners for the Facility and a drainage media to transport leachate from the bottom of the Facility to a lined leachate detention pond.
- The Facility generally, and the leachate management system specifically, will be subject to frequent inspections.

POTENTIAL LIABILITY

- Theoretically, if the Soils Management Facility failed AND constituents of the mining contaminated soils disposed of at the Facility that are defined as “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), such as lead or arsenic, are released into the environment, the City could be liable for the costs of cleanup.
- Under CERCLA, the federal government has the authority to require disposal facility owners as well as parties responsible for sending waste to a disposal facility that results in actual or threatened releases of hazardous substances to pay for or conduct cleanup and remediation. So, theoretically, the City faces some level of potential liability for mining

contaminated soils generated by City projects whether it operates a facility or sends those materials elsewhere for disposal.

- If the Soils Management Facility failed, the City also would be required to take corrective action under RCRA and, in an unlikely scenario, could possibly be subject to some liability to private parties damaged by the release.
- The Facility will have environmental protections (for example, the liner) and monitoring that meet DEQ's regulations to protect against failure and release of constituents to the environment.
- In addition, the City will purchase environmental insurance for the Facility, which would be expected to cover the majority of costs associated with cleanup and any private party claims in the unlikely event any constituents qualifying as "hazardous substances" are released into the environment.

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Sara Nagel

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

FY 2021 Fraud Risk Assessment

Suggested Action:

Attachments:

[FY 2021 Fraud Risk Assessment Staff Report](#)

[Exhibit A: FY 2021 Fraud Risk Assessment](#)

City Council Communication Report

Subject: FY 2021 Fraud Risk Assessment

Author: Sara Nagel, Treasurer

Department: Finance

Date: June 17, 2021

Type of Item: Informational

As required by The Office of the State Auditor (Office), the Finance Department submits to City Council the Park City Municipal Corporation's fraud risk assessment for fiscal year 2021. The assessment allows Council to better understand the City's risk of undetected fraud, abuse, or noncompliance.

As reported at the May 27, 2021 [council meeting](#), the Office recently implemented a fraud risk [guide](#) and assessment for municipalities designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes.

In response to the new guidelines, the City implemented two new fraud risk mitigation policies.

1. All governing body members must complete Introductory Training for Municipal Official for cities & towns within four years of term appointment/election date. For FY 2021, the City is in full compliance with this policy.
2. The City has and promotes an anonymous fraud hotline for external and internal reporting. As of June 1, 2021, reports can be made 24/7 in English and Spanish in the following ways:
 - App: download instructions [here](#)
 - Online: www.lighthouse-services.com/parkcity
 - Phone: 855-222-0323 (English) or 800-216-1288 (Spanish)
 - E-mail: reports@lighthouse-services.com
 - Fax: (215) 689-3885

With the implementation of these policies, the City's total risk assessment score in fiscal year 2021 is 335, 45 points higher than in the previous year. This score puts the City in low risk level range. Besides the requirements to present the assessment to City Council and submit the assessment to the Office within 180 days after fiscal year end, the Office takes no further action regardless of score.

Attachments

A FY 2021 Fraud Risk Assessment

Fraud Risk Assessment

Continued

*Total Points Earned: 335/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Park City Municipal Corporation

*Completed for Fiscal Year Ending: 2021 *Completion Date: June 17, 2021

*CAO Name: Matt Dias *CFO Name: Mindy Finlinson

*CAO Signature: _____ *CFO Signature: _____

*Required

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Neighborhood Traffic Management Program- Iron Mountain Trailhead Update

Suggested Action:

Attachments:

[Iron Canyon Trailhead Staff Report](#)

City Council Staff Communications Report



Subject: Iron Mountain Trailhead
Authors: Michelle Downard and Heinrich Deters
Department: Executive and Sustainability
Date: June 17, 2021
Type of Item: Informational

Throughout the years, the Neighborhood Traffic Mitigation Program (NTMP) and Park City Trails, and Open Space have received various requests to mitigate neighborhood impacts around trailheads. Similar to Recreation Basin District and Summit County, trailhead-related complaints and requests for elevated levels of service continue to increase. Typically, complaints are driven from a single resident that lives in close proximity to the trailhead, and they desire closure or resident-only parking restrictions.

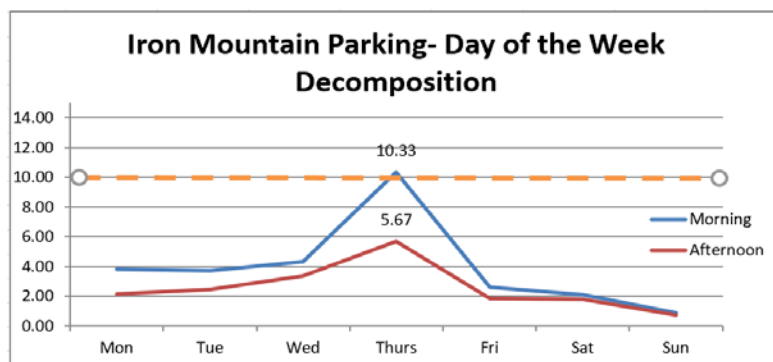
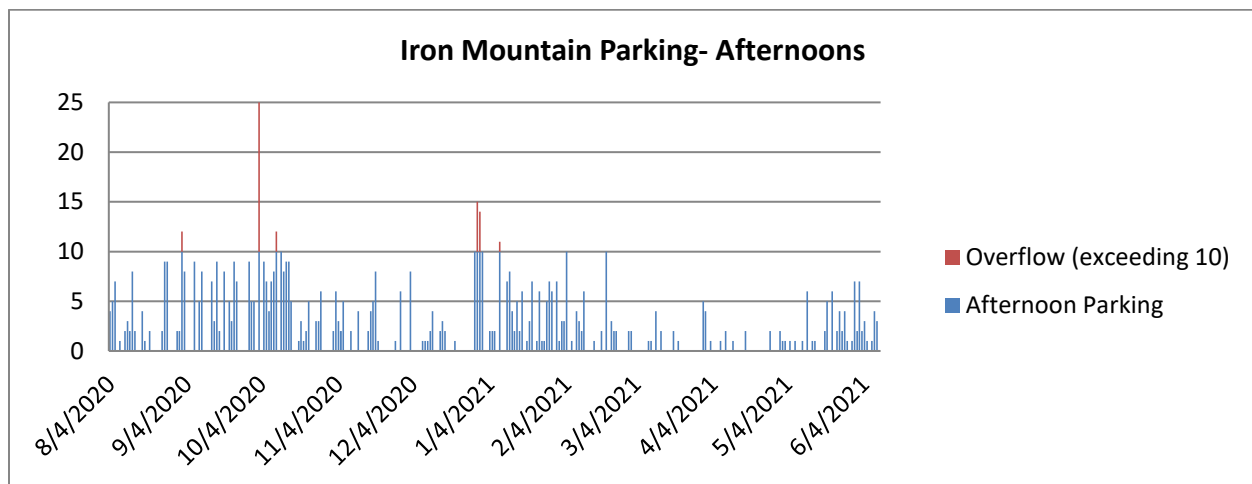
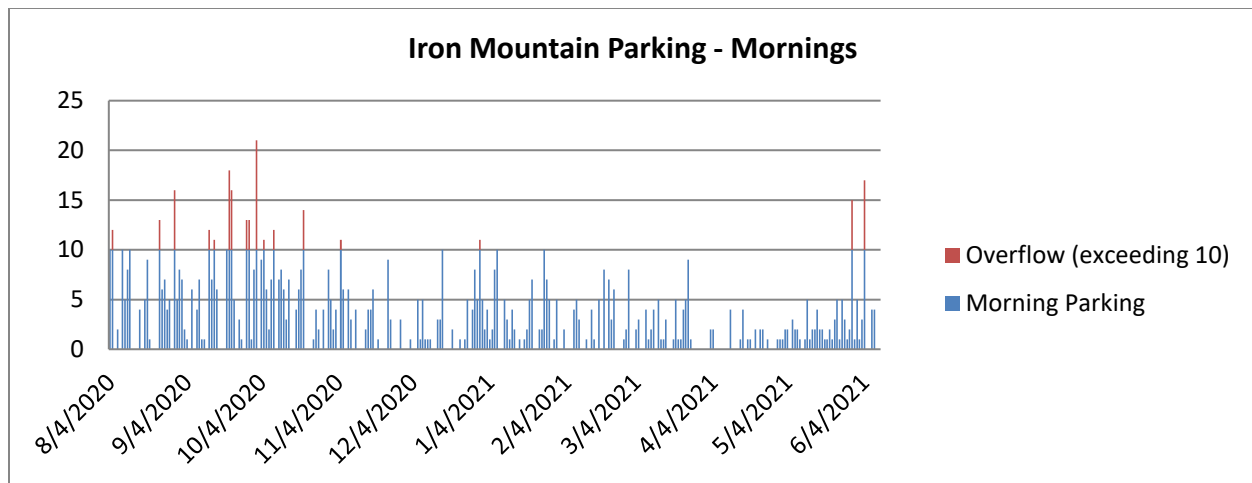
Over the past year, the Iron Mountain Trail has grown in popularity. The trail, primarily hiking, is accessible in summer and winter, and located at the top of Iron Canyon Subdivision. The trail is primarily accessed by parking on small neighborhood streets and cul-de-sacs within the subdivision.

In 2019, in response to several resident concerns, the NTMP identified and installed updated parking signage to modify the location of parking area layout. Additionally, Park City Police and Parking Department increased patrols to ensure compliance with parking signs, emergency access, and public safety infractions.

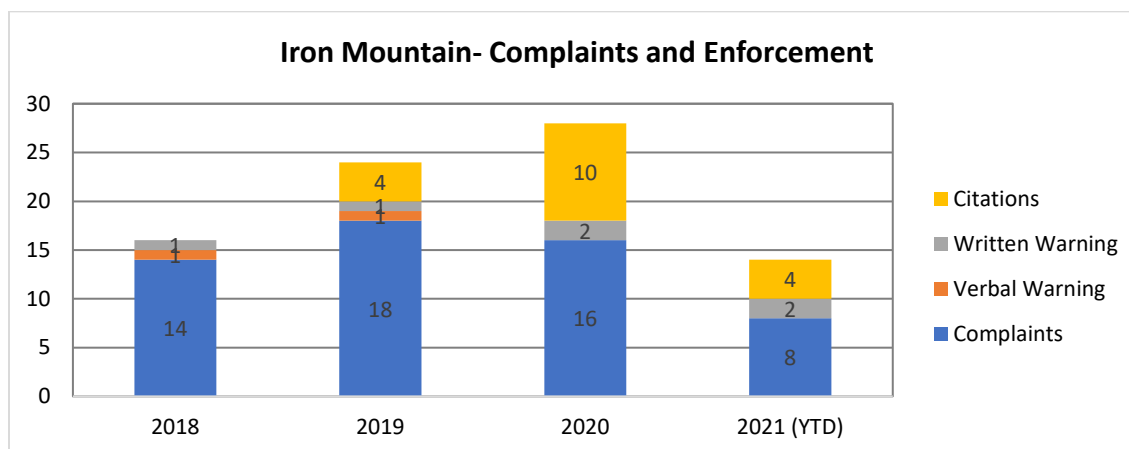
In 2020, increased trail use was noted throughout the Park City trails network and triggered repeat Iron Canyon neighborhood concerns. The [September 17, 2020, Staff Communication Report](#) outlines the resulting mitigation efforts, including modification of no parking areas, Police and Parking enforcement, trail etiquette on social media, and the Park City Website, which discourages commercial groups. In addition, staff monitored overall parking, complaints, and enforcement. While overflow parking is noted sporadically, a consistent overflow parking issue was not identified.

Staff intends to continue mitigation efforts which balance access to public trails and respond to resident complaints:

- Continued patrols and presence by Park City Police, Parking Services, and Trails and Open Space Ranger,
- Exploration and discussions with Snyderville Basin Recreation District, of an alternative trail connection from White Pine Canyon Road,
- Monitor Trail and Parking counts,
- Further designate specific trailhead parking areas with signage, if supported by the neighborhood, and
- Implement additional trail etiquette signage.



DOW Avg	AM	PM
Mon	3.82	2.11
Tue	3.52	2.33
Wed	4.07	3.40
Thurs	10.33	5.67
Fri	2.48	1.70
Sat	2.36	1.75
Sun	0.93	0.68



Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Dave Thacker

Submitting Department: Building

Item Type: Staff Report

Agenda Section:

Subject:

Fire and Fireworks Restrictions

Suggested Action:

Attachments:

[Fire and Fireworks Restrictions Staff Report](#)

[Exhibit A: Fire Restrictions](#)

City Council Staff Communication



Subject: Declaration of Restriction on Open Sources of Ignition, Open Flames, and/or Fireworks
Author: Dave Thacker, Chief Building Official/Fire Code Official
Department: Community Development/Building
Date: June 17, 2021
Type of Item: Informational

The following report is to inform the community and City Council of the Fire Code Official's declaration to regulate open sources of ignition and use of fireworks within Park City. The open source of ignition and fireworks ban is effective Wednesday, June 16, 2021, until the declaration (see Exhibit A) is rescinded.

The International Fire Code (IFC), as adopted by the State of Utah, gives the Fire Code Official authority to implement an open flame, fireworks, and burning ban when conditions or local circumstances are such that it poses an increased fire danger to the community. Per Park City Municipal Code, title 11, chapter 9, sections 3 and 3.1, the City Council delegates authority to the Fire Code Official to determine when hazardous environmental conditions exist within Park City that necessitate restrictions on ignition sources. This policy outlines the roles, responsibilities, and criteria to enact any restrictions under the municipal code sections referenced above.

Due to the below-average precipitation and above-average temperatures, along with the forecasted weather data, and fuel moisture content, fire danger is at a higher level than in previous years.

Criteria and Declaration

The following criteria were considered to determine hazardous conditions exist to enact restrictions on the use of open sources of ignition and/or the use of fireworks (during times allowed by Utah Legislature under Utah Code 53-7-225):

1. Great Basin Coordinating Center (GBCC) predictive services intelligence and outlook reports, including: daily, 7-day and monthly/seasonal reports.
2. Dead and live fuel moisture reports
3. Current and forecasted temperatures
4. Humidity
5. Dew point
6. Wind
7. Local and regional weather forecasts, including warnings, watches and lightning probabilities
8. Energy release component (ERC)

Using the criteria outlined above, I have declared a ban on open sources of ignition and fireworks with assistance from the Chief of Police, Emergency Manager, Community

Engagement Manager/Public Information Officer, Summit County Fire Warden, and the Park City Fire District.

The open source of ignition and fireworks ban is effective Wednesday, June 16, 2021, until the declaration (see Exhibit A) is rescinded.

Staff is working with the Community Engagement Manager/Public Information Officer to provide community notification of the declaration.



Exhibit A

June 14, 2021

From: Park City Municipal Corporation Fire Code Official

Subject: DECLARATION OF RESTRICTION ON OPEN SOURCES OF IGNITION, OPEN FLAMES, AND/OR FIREWORKS

Reference: (a) Park City Municipal Ordinance 2016-36 of July 21, 2016
(b) PCMC Policy and Procedure for the Regulation of Open Sources of Ignition & Use of Fireworks

1. Per references (a) and (b), a standing ban on open sources of ignition and open flames, including fireworks, is hereby declared. Exceptions to this ban include the following:

Utah Code 53-7-225

2. With the exception of areas specifically listed below, this ban is effective immediately for all areas within City limits, until rescinded in writing. Specifically exempted areas include the following:

None

3. The following criteria were considered in making the determination to enact restrictions on the use of open sources of ignition and/or fireworks:

a. [Great Basin Coordination Center Predictive Services Intelligence and Outlook reports](#) (Additional sheets may be attached as necessary). In all cases, overall trends are to be considered and listed, as opposed to relying solely on specific conditions present on a given date.

Monthly/Seasonal Report:

Across the higher elevations, the below normal precipitation produced a low snowpack, mostly 50-70% of normal). Drought conditions have been minimal for several years, however very dry conditions have increased across Utah. Climate models continue showing a trend towards a weak El Nino by late
--

b. [Dead and live fuel moistures](#):

Dead and live fuel moisture is normal to drv.

c. [Temperatures](#):

Forecasts show above average temperatures with below average precipitation
--

d. [Humidity](#):

Maximum humidity between 63-73% and a minimum of 31-41%

e. [Dew Point](#):

Currently 43 degrees

f. [Wind](#):

Varies

g. [Local and regional weather forecasts, including warnings, watches and lightning probabilities](#): *In all cases, overall trends are to be considered and listed, as opposed to relying solely on specific conditions present on a given date.*

The US Forrest Service indicates the current fire danger is moderate, and due to forecasted conditions will move to high in the near future. That coupled forecasted above normal temperatures and below normal precipitation create fire ignition concerns.

h. [Energy Release Component \(ERC\)](#):

Currently at 30 the ERC average increases to projection of over 70 in early July.

i. Other applicable information relied upon in enacting this ban:

Historic data shows an increase in dry conditions will sustain through the summer months increasing fire danger. Due to this information we will enact the open flame and fireworks ban.

(SIGNATURE OF FIRE CODE
OR DESIGNATED OFFICIAL)

Printed or Typed Name

Copy to:
City Manager
Fire Marshal
Chief of Police
Emergency Manager
Community Engagement Manager / Public Information Officer
Park City Fire District
Summit County Fire Warden

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from May 20, 21, and 27, 2021

Suggested Action:

Attachments:

[May 20, 2021 Minutes](#)

[May 21, 2021 Minutes](#)

[May 27, 2021 Minutes](#)



PARK CITY COUNCIL RETREAT MINUTES - DRAFT

1255 PARK AVENUE

PARK CITY, SUMMIT COUNTY, UTAH 84060

May 20, 2021

The Council of Park City, Summit County, Utah, met in open meeting on May 20, 2021, at 9:00 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

Mayor Beerman opened the meeting and stated after the retreat last year, staff went to work on the new Vision 2020 items. When the pandemic hit, focus shifted from the big aspirational projects to little things that would move the City forward with it's critical priorities. He indicated great planning and progress had been made. Beerman stated in years past, the Council had deep discussions on where the City should be heading. This year, staff would present their accomplishments and goals for the future to continue moving the City forward. The Council would also be given time to discuss the different areas of focus.

Matt Dias, City Manager, stated this retreat would recap the milestones achieved over the past year, and this was a chance for Council to direct staff on what they could do more of, where were they strategically, where could more resources be applied, areas where more pressure could be applied, did staff need to slow down or speed up, etc.

ADMINISTRATIVE BUSINESS

Organizational Update:

Dias stated the pandemic was hard on personal, professional, and social levels, and individuals as well as businesses felt the effects. The City hired employees and would not see them in person for three months. There were social and cultural effects seen in riots, vandalism, insurrection, anger, anxiety, social revolution, intolerance, incivility, and a change in cultural progress. He felt the City needed to adapt to this new environment as it governed. He changed the organizational environment to deal with community issues by broadening the executive support for managers. He hired two deputy city managers and went back to basics with a focus on quality staff reports and an increased focus on performance. There was also a big infusion of new talent.

Dias stated Sarah Pearce was the Deputy City Manager over Transportation and she brought in new team members to support her. It was a hard year for Community Development and especially in the Planning Department as Bruce Erickson passed away. David Everitt, Deputy City Manager, and Gretchen Milliken, Planning Director, were working together and with John Robertson, City Engineer, who was focused on customer service, and they also added new team members to strengthen the Community Development team.

The Police Department was doing well and had added two strong officers. Dias noted the internal promotions in Public Works, Golf, Fleet, and Parks. He also noted there were two new budget analysts in the Budget Department.

Council Member Henney asked if the renovation of the organizational structure would have happened without the new energy that was a result of the pandemic. Dias indicated before the pandemic there was structure with the Council meetings and now a Council meeting took three or four people to manage audio/visual components, minutes, and Zoom. Change was still going on and improvements continued to be made.

Council Member Worel asked Dias to discuss telecommuting. Dias indicated he saw this as a hybrid moving forward and thought it would be necessary in attracting and retaining employees. Council Member Gerber thanked Dias and all the staff for being competent during the pandemic with core services and she was grateful to have such a strong team. Mayor Beerman stated 2020 was Dias' first year as City Manager and he came in with the goals of being more competent and transparent. He knew there were many long-time employees who retired and he thought it was great promoting from within as well as recruiting those with strong skill sets that would push Park City forward. Council Member Henney thought the level of trust from Council had never been higher and he wanted to find a way to communicate that to the community. Dias stated staff would work hard to communicate more and better with the public.

PC Stat Overview:

Dias reviewed this was a new program to help improve performance and measure improvements by department. Michelle Downard, Resident Advocate, stated her team looked at other cities for a performance program and they found PC Stat. The Stat team

1 worked with each department to learn what they did, how they did it and how the work
2 could be tracked. She indicated managers were held accountable as they presented
3 their work to their co-workers. As a result of the presentations, other departments had
4 offered solutions to problems that were presented. Every department presented their
5 expenses and budget, so others could see the focus of the department. She displayed
6 slides for several departments on their performance measures.

7
8 Downard stated the next step for PC Stat was to go to the neighborhoods and get
9 specific stats so the public could see what the City did for them. Council Member
10 Gerber asked what the timeline was to present this to the community. Downard
11 responded sometime in the summer or fall. Council Member Henney thought this
12 program was a transformative change in the City's approach to outreach and favored
13 the idea of taking data collected to the neighborhoods and small community gatherings.
14 He asked what resources were needed to get the information in the community and
15 stated this was a great bang for the buck. Dias stated he was excited about this
16 program and noted it took time to gather the information so it could be distributed to the
17 community. He thought if the community responded well to the presentations, it would
18 likely require more resources. Council Member Doilney pointed to the water usage stats
19 and stated the public responded to those numbers. Council Member Worel thought it
20 would be a great tool as they talked to HOAs. She asked if the City bought the template
21 to this program. Dias reviewed the history of this program and indicated Park City
22 looked at other communities and took the parts that best fit the needs and goals of the
23 City as it implemented this program.

24
25 Council Member Joyce indicated he saw similar programs in the business world and
26 sometimes it got used and other times it did not get used. He could tell these stats were
27 used by some in managing the City and for other departments the stats were not used.
28 He asked that the departments' numbers wouldn't be collected just to have numbers,
29 but rather the numbers should be part of the daily workload. Dias agreed the stats
30 needed to be based on utility and indicated this program was twofold: internal for
31 performance and external for the community. Council Member Gerber hoped there
32 would be room for flexibility in the program because things that were important today
33 might be different in the future. Mayor Beerman asked if this could be online so the
34 residents could see it. Downard stated she would figure out what key measurements
35 should be included and then add those to the City website. Council Member Joyce
36 asked for data from each department that would help that department run well. Council
37 Member Doilney thought this program helped departments understand each other better
38 and helped the community understand the City's performance, which would help blend
39 the community with the City government.

40 41 **Council Liaisons Selections:**

42 Council Member Worel asked for help with Habitat for Humanity because of a conflict.
43 Council Member Henney offered to be that liaison. Council Member Gerber stated
44 Bright Futures requested a staff member to attend those meetings and thought Lynn
45 Ware Peek might be interested. Council Member Joyce stated Ski Utah met in the

winter and he would be off Council at that point. Council Member Doilney took Ski Utah. Mayor Beerman stated he was on the Wasatch County Council of Governments (COG) with Council Member Gerber as an alternate and requested that entity be added to the list. With regard to the Community Renewal Energy Program, the Council decided to combine it with Rocky Mountain Power and have Mayor Beerman remain as the liaison and Council Member Worel as the alternate.

PARK CITY VISION 2020

Park City Vision 2020 Wrap Up:

Jed Briggs and Linda Jager presented this item. Briggs reviewed the timeline for the visioning process and indicated the core values determined in visioning became essential parts in the budgeting process. Jager displayed statistics showing the community engagement in the visioning process. Briggs stated one thing staff heard from the community was that urgent change was needed in order to keep Park City Park City. Jager reviewed that the five pillars were narrowed down to four priority pillars that created the acronym SEAT: Social Equity and Affordability, Environmental Leadership, Authentic Local Culture, and Transportation Innovation. Jager stated staff would be tracking and communicating pillar performance with Council and wanted the community to know that everyone would have a SEAT at the table with regard to the City's priorities. Briggs indicated a Council liaison would be assigned to each of the four pillars.

Council Member Joyce asked if the graphic would replace the tree, to which Jager stated there would be a combination of the pillars and critical priorities. Mayor Beerman emphasized that the Authentic Local Culture pillar was the place to capture the City's core values. Council Member Joyce stated Council used the priorities to make decisions on allocation of time and resources in the City. He thought Authentic Local Culture was so big and vague it was hard to determine what it encompassed. Mayor Beerman stated the community asked for work on many things and those were encapsulated in Authentic Local Culture. Council Member Gerber was unsure about letting go of the Council's critical priorities. It was fine to call them community pillars, but Council had the four critical priorities and thought the City's goals should be tied to them. Council Member Worel thought it was useful to have the critical priorities and noted the community in general didn't know what those priorities were.

Mayor Beerman stated this was a renovation and not a knock down of the old priorities. He was hesitant to do away with the core values and critical priorities. Council Member Henney thought the visioning was an evolutionary process and Council needed to work with it and distill it. Council Member Gerber thought the pillars supported the priorities. Mayor Beerman asked if the priority goals should be spelled out under the pillars. Council Member Gerber stated bold goals should be set for each of the pillars. Council Member Joyce indicated it came down to messaging, but he didn't want a tree graphic and a pillar graphic because that was confusing.

1 Dias stated the remainder of the retreat would focus on the pillars-the accomplishments
2 and goals of the City and how to move forward. He hoped a Council member could be a
3 liaison for each of the pillars. He also asked for Council to give feedback on each of the
4 pillars to see how much more was wanted for each pillar, including forming a taskforce
5 and assigning liaison roles. Council Member Gerber stated she could get behind the
6 pillars, and asked if they would still articulate the urgency felt in these areas to the
7 community. Council Member Doilney agreed that the term pillar didn't feel like an action
8 word, but felt stagnant and didn't convey urgency. Council Member Gerber also stated
9 everyone didn't have a seat at the table, but the City was working on that. Council
10 Member Henney suggested having "Bold and Urgent Action" as the header for the
11 graphic. Council Member Doilney still preferred critical priorities to pillars and indicated
12 those words could still be used. Council Member Worel asked what direction would staff
13 get in determining priorities if everything under the pillars was important. Council
14 Member Gerber stated the critical priorities needed to be tied to the pillars.

15
16 Council Member Joyce stated there were many aspirations for Transportation, but the
17 City hadn't made progress to make residents' lives better. Council Member Gerber
18 noted Transportation was hard and complicated and so the progress was slow. Social
19 Equity was hard as well, because little goals were accomplished, but bigger goals were
20 more difficult. She hoped there was a way to make goals and see progress. If progress
21 could not be defined, Council would have to go back and redefine the goals. Mayor
22 Beerman thought critical goals could be under each pillar. Council Member Joyce stated
23 there were short-term goals and long-term goals. He thought Council and staff would
24 need a way to clearly communicate this 10-year vision. He stated the urgent things
25 should not be lost. Council Member Henney indicated this was a 10-year visioning
26 statement and from it Council should have short term plans, including department focus,
27 budgeting, and the actual work plans that should mirror the critical priorities.

28
29 Dias stated the pillars were the communication tool to reflect the City's principles. Then
30 Council could make new goals under each pillar that could be the priorities. Council
31 Member Gerber asked to modify the phrase "Where Everyone has a SEAT at the
32 Table." Dias thought the language could be tweaked. Dias asked if Council accepted
33 the Vision 2020 report from Future IQ. The graphics were the messaging tools. Council
34 Member Worel thought the report was reflective of the process. The Council agreed and
35 accepted the final report.

36
37 Mayor Beerman had the concern that the visioning process did not get tested for reality.
38 Some had too high of expectations for the pace or limitations of the City. Dias indicated
39 there was energy in the community that revolved around the words "Bold" and "Urgent."
40 There was some concern in the community that the City hadn't done enough planning
41 and others were concerned that the City was moving too fast with putting in the
42 research and planning. Council Member Doilney thought there was positive feedback
43 because of the action the City was taking. He knew there would be speedbumps, but it
44 shouldn't derail the process. Council Member Worel stated the City needed to focus on
45 what was most important and also consider the limited amount of projects that staff

1 could take on. Council Member Henney stated it was Council's job to represent the
2 majority of the community and give priority to those voices. Council Member Gerber
3 noted there was a time when the community didn't want change, and now the City saw
4 the need for bold action. She knew that to hold on to community values, some things
5 needed to change. The core values shouldn't change, but there were some things that
6 could move it forward that were represented in the four pillars.

7
8 Council Member Joyce knew there were regulations that slowed bold change, but the
9 City could be working on it so that progress could happen at some point in the future.
10 He also noted the community voiced some pillars were more urgent than others. This
11 graphic showed all pillars being equal and he hoped when the goals were added under
12 the pillars that the urgent needs would be prioritized that mirrored the visioning results.
13 Council Member Henney stated Transportation was the highest priority from the
14 community and he thought that was reflected in the work being done, and noted that
15 could be the highest budget item in the City. Mayor Beerman wanted Council to act on
16 things that the City could control so realistic expectations could be set. Council Member
17 Doilney stated the City was trying to protect itself while acting on the things that could
18 move the City forward.

19
20 Briggs summarized the Council was approved the Visioning report, liked the graphic but
21 preferred a change to the word "pillar" and a change to the phrase "Everyone has a
22 SEAT at the table," and noted staff would wordsmith that and add "bold" somewhere.
23 The Council supported creating a taskforce for each pillar and would talk about
24 assigning a liaison to each taskforce at the end of the retreat. They would also talk
25 about performance tracking at the end as well.

26
27 The Council and staff took a break for lunch. Upon returning the following items were
28 discussed:

29 30 **FACILITATED DISCUSSION**

31 32 **Transportation Innovation:**

33 Sarah Pearce, Franklin Williams, Troy Daley, Kim Fjeldsted, John Robertson, Austin
34 Taylor, and Alex Roy were part of a panel presenting this item. Pearce displayed recent
35 Transportation accomplishments. She indicated through the visioning process, the
36 community identified four priorities, including improve traffic congestion, calm
37 neighborhood roads, better walking and biking paths/connections, and more efficient
38 public transportation. Roy discussed transportation planning, including a Long-Range
39 Transportation Plan, a Short-Range Transit Plan, an Active Transportation Plan, and the
40 Rail Trail Master Plan. He noted that the projects in the Long-Range Transportation
41 Plan were multi-modal so staff would work on all forms of transportation. Some long-
42 range plans would be brought to Council in the fall. The Short-Range Transit Plan would
43 be finalized in the fall and projects would be implemented next spring. Taylor stated a
44 consultant had been hired to finish a new Active Transportation Plan and it would be
45 completed next spring. Heinrich Deters talked about the Rail Trail agreement with the

1 State Parks and stated a committee would be formed to work on the master plan this
2 winter. In the meantime, a seal coat would be laid on the current trail for this season.

3
4 Fjeldsted reviewed the City and County were separating as the County took over the
5 Lime, Pink and Black Transit routes July 1st. She felt with the extra budget saved on the
6 reduced Transit lines, Transit and Active Transportation could receive greater focus.
7 Other Transit projects included transit priority on SR 248 and SR 224, the bus rapid
8 transit system, Quinn's Park and Ride lot and the City's electric fleet. Daley stated there
9 were some issues servicing the electric fleet since they were used so much. His Fleet
10 team had to work with Proterra to troubleshoot problems and they were in a good
11 position now with regard to electric bus maintenance.

12
13 Williams discussed the City's traffic mitigation plan, including peak time traffic mitigation,
14 working with major employers on solutions, and reducing vehicle traffic. He indicated
15 there was much collaboration between stakeholders to come up with solutions. The
16 team was working on traffic signal coordination, residential mitigation, Transportation
17 Demand Management Program, paid parking and snowplow strategy. He thought his
18 team was on track for evolutionary changes in town. Daley reviewed that the City,
19 County, and UDOT worked together to get the State roads plowed before skiers left the
20 resorts on stormy days. He also explained the snowplow plan and noted it had made his
21 team more efficient.

22
23 Council Member Henney asked how more efficiencies could be used on peak days
24 when buses leaving the resorts were full. Williams stated riders could be shifted
25 between buses in order to maximize efficiency. Council Member Henney indicated the
26 City needed to be aware of capacity problems. Council Member Joyce added that the
27 bus demand would increase when the resort bases began charging for parking. Roy
28 thought contracted buses could be utilized during peak days.

29
30 Council Member Gerber asked if the workforce who drove in from other areas were
31 receiving communication on traffic alternatives to help with congestion. Pearce noted
32 the major employers disseminated information and variable message signs (VMS) signs
33 helped as well. Taylor indicated the City partnered with Deer Valley Resort with the app
34 Ride on Park City, so employees could use the app to carpool and they received
35 incentives for using the app.

36
37 Daley discussed the sidewalk snowplowing shifts around town and noted it was a major
38 effort to keep the walks clear. Taylor stated the goal of Active Transportation was to get
39 people to walk or bike instead of driving their cars. He reviewed the temporary people-
40 first streets program that was implemented today, such as chalk art, that helped cars
41 slow down and got people outdoors. Businesses could also request bike racks in front
42 of their businesses. For Main Street, the goal was to have 100 new spots for bikes, in
43 addition to the 30 bike spots already in place, and he was working with the Historic Park
44 City Alliance (HPCA) to find locations.

1 Robertson talked about the comprehensive transportation plan needed with PEG
2 Development at Park City Mountain Resort, Deer Valley Base Development and the
3 Arts and Culture District. He stated there was a shortage of materials which was a
4 concern, and contractors were overwhelmed with projects, and that delayed many City
5 projects.

6
7 Pearce stated the City just bought new software that would help measure success in
8 Transportation and Parking. Roy displayed a reasonable goal for Transit and Active
9 Transportation users to reduce the number of single occupancy vehicles. Council
10 Member Gerber asked if those goals could be adjusted depending on the season. Roy
11 indicated that would be looked at soon.

12
13 Council Member Joyce thought achievements were being made, but the traffic flow
14 didn't show it. Council wasn't seeing the progress. He wondered if reducing the
15 congestion of tourists should be the focus or if the focus should be on the ease of
16 residents to turn left onto SR 248. Council Member Henney felt any reduction of traffic
17 would help tourists and the locals. Council Member Doilney noted that part of the traffic
18 was the workforce that serviced the locals. Council Member Gerber thought it was
19 interesting to see the evolution of Transit and stated the greater the pain point, the
20 greater the demand for solutions. She thought it was important be flexible and to create
21 opportunities to make it easier for residents to get around the community.
22 Transportation required changing people's habits. Council Member Worel stated the
23 City had to provide the tools to get people to change their habits. Currently, the tools
24 weren't all in place. Hopefully, the Long-Range Transportation Plan would provide those
25 tools.

26
27 Mayor Beerman stated Transportation goals took a lot of planning and grants were
28 funded several years after being awarded. He felt staff moved a long way in a short
29 period of time. Council indicated they wanted a car-optional town, and there were plans
30 to help that goal along. There were limitations with the entry corridors. Council Member
31 Joyce reviewed that until a few years ago, bus ridership was stagnant. But once
32 communication efforts increased, ridership increased. He wanted to have measurable
33 goals and then push to achieve those. Council Member Henney complimented the
34 cross-departmental collaboration. He was excited for the new Rail Trail access points
35 and the new striping on Park Avenue and Hillside Avenue, and indicated these were
36 projects that didn't cost a lot of money. He also noted Deer Valley only used overflow
37 parking on two days this past season and he thought that was amazing. Dias stated
38 Deer Valley took the City's goals seriously and pushed the Transit efforts such as Ride
39 on Park City and using Transit. Council Member Worel asked if wayfinding could be
40 given for school overflow parking on full ski days. Council Member Gerber was excited
41 to see the people-first street programs and asked for creative ways to get drivers to
42 slow down. Taylor stated the program was set up so residents could apply with creative
43 ideas for their neighborhoods. The City would supply the materials and the residents
44 would provide the labor to bring the creative ideas to fruition. Robertson stated he
45 wanted the program, but wanted to make sure it was safe.

Mayor Beerman asked how the City/County Transit separation would affect City employees. Fjeldsted stated the City didn't have extra employees and she thought the current employees would stay with the City. Council Member Worel asked if Transit housing was full, to which Fjeldsted indicated it was not. Mayor Beerman stated if UDOT would not work with the City on the VMS signs, the City should get its own signs to be in control of messaging. He also stated residents had requested more storage lockers at the resorts so they could leave gear there and ride the bus home. Council Member Joyce noted the school district was planning for curb cuts on SR 248 and it would really impact that road.

Pearce asked how often Council would like to see reports from Transportation. Council Member Doilney asked for reports seasonally. Council Member Joyce asked for Park Silly data and parking reports. Council Member Henney asked for an occasional work session on Transportation issues.

Election Protocols for Elected Officials:

Margaret Plane, Special Counsel, reviewed protocols for elected officials during this election cycle. She reminded the Council there were rules for those who served in an official capacity for the City. She stated officials should not use City time, City funds, or City equipment for campaign activities, but it was fine to campaign on officials' own time. She also indicated that City employees could answer questions regarding their specific departments, but not in a way that would give an advantage to one candidate over another.

Dias stated a resident had asked if the City would use its social media platform regarding Hideout's ballot proposition. Plane stated the law allowed cities to have a "get out and vote" neutral position. Mayor Beerman asked if individuals could put out information regarding a ballot proposition on their own equipment, to which Plane affirmed.

Final Comments:

Council Member Joyce asked what the next steps were for final plans on the strategic pillars and the associated liaisons and taskforce. Dias thought within 30 days after the retreat staff would meet with the Council liaison over each pillar as well as determine who would sit on each taskforce.

ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL RETREAT MINUTES - DRAFT

1255 PARK AVENUE

PARK CITY, SUMMIT COUNTY, UTAH 84060

May 21, 2021

The Council of Park City, Summit County, Utah, met in open meeting on May 21, 2021, at 9:00 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

FACILITATED DISCUSSION

Social Equity and Affordability:

Ken Fisher, Recreation Manager, Jason Glidden, Housing Manager, Adriane Juarez, Library Director, Officer Franco Libertini, Enrique Sanchez, Community Outreach Specialist, and Police Chief Wade Carpenter presented this item. Fisher showed a video promoting the MARC and indicated recreation was about building community and enriching people's lives.

Glidden discussed the housing solutions goal. He stated since 2020, his team added 79 affordable units to the inventory. His team looked at the affordability of HOA fees and found other ways to create more affordability. A new section of the City code was created to incentivize developers to build affordable housing. He also noted a bilingual housing specialist was hired who helped 20 families apply and receive rental assistance.

1 Glidden stated 300 new affordable units were in different stages of development and his
2 team was looking at affordable dwelling unit (ADU) requirements to further grow the
3 inventory. He also stated the department was looking at housing for seniors and the
4 neuro-diverse population.

5
6 Juarez discussed supporting the underserved in the community. She indicated the
7 library did a good job in helping the underserved by offering services to all. Library fines
8 were eliminated, new programs were implemented, including a "Reading to End
9 Racism" group that met in the coffee shop, and more. Some initiatives that were being
10 planned or expanded, included having a coffee shop run by people with all abilities,
11 making a sliding scale for fees based on income, starting an LGBTQ+ book club, and
12 more.

13
14 Officer Libertini spoke in Spanish and Sanchez translated to English as they discussed
15 the fear that immigrants faced as they arrived in the City with a lack of understanding of
16 the language and culture. They worked long hours for little pay and usually didn't have
17 time to plan for the future. They also feared the police because the police were
18 oppressors in their countries of origin. With these circumstances, immigrants didn't feel
19 represented in the community or in local government. Officer Libertini discussed the
20 goal of feeling connected in the community and stated it was helpful working with
21 nonprofits in town. This goal encompassed the LGBTQIA+ community as well. His team
22 was submitting an MEI card that scores the City on its efforts working with
23 underprivileged groups. Officer Libertini and Sanchez stated social equity was a lot of
24 work and they hoped everyone would have a voice in the community.

25
26 Chief Carpenter discussed the diversity and inclusion goal and stated the real goal was
27 to create trust. The Police Department wanted to make sure the resources were
28 available to help those who didn't speak English. A Facebook group was set up and
29 Facebook Live implemented to get messaging out to the Latinx community. Efforts were
30 made to educate that segment of the community on the laws and how to interact with
31 officers. The department implemented a Spanish Citizens Academy. There was also an
32 effort to make City boards and commissions reflective of the community makeup. Chief
33 Carpenter reviewed future initiatives his team was working on, including hiring a
34 diversity liaison, renovating the City Park building to make it a hub for youth, and adding
35 amenities in the parks to build community.

36
37 Council Member Joyce indicated other critical priorities had measurable goals, but
38 Social Equity was harder to measure, and asked how the City would know it was
39 making progress. Fisher stated a lot of small actions had a big impact. There were
40 many examples of helping the underserved. Council Member Gerber stated if the rec
41 programs had all white people, then the City knew it was not meeting the goal.

42
43 Council member Gerber expressed frustration that Housing only got 10 minutes in this
44 presentation. She was not okay with Housing being meshed with Social Equity, and
45 thought it deserved its own focus. Mayor Beerman stated Housing would come back to

1 Council for a deeper discussion. Council had discussed Housing a lot recently, and he
2 wanted to hear all the efforts being made to increase social equity. Council Member
3 Doilney agreed with Council Member Gerber that Housing was the umbrella for all the
4 strategic pillars. It was easy to get stuck in what the City wasn't doing, and he thought it
5 was critical to keep the positivity in what the City was doing. He was grateful to hear the
6 Social Equity presentation and that the City was moving forward. Council Member
7 Gerber liked the conversation on Social Equity, but wanted a separate discussion into
8 Housing in general. Council Member Joyce indicated there would not be deep
9 discussions on any of the pillars and he thought the taskforces would be having the
10 deep conversations. He realized Social Equity and Housing would need separate
11 taskforces. Council Member Worel was excited to see Housing broadened to include
12 other groups such as seniors and those with other abilities. She thought these groups
13 needed to be part of the Housing conversation. Council Member Doilney suggested that
14 a representative from all the other taskforces be part of the Housing taskforce so those
15 perspectives could be part of Housing. He wanted Housing to be for everyone. Glidden
16 stated other groups in Summit County should also participate on the Housing Taskforce.
17 He acknowledged housing for seniors was a difficult conversation, but suggested the
18 seniors currently had big houses and those could possibly be fit for affordable housing
19 as seniors chose to downsize.

20
21 There was discussion on creating opportunities for underserved people to participate on
22 boards. Council Member Worel asked what could be done to reduce the barriers with
23 the Latinx community. Officer Libertini stated people from the Latinx community would
24 not go to a municipal building and therefore would not see notices for open board
25 positions. The City had to go to the people and communicate the opportunities. People
26 weren't home until 7:00 p.m. or later because they worked. Any community engagement
27 would need to provide an activity for the kids and food for the family.

28
29 Chief Carpenter stated other communities were in awe at the progress Park City was
30 making with affordable housing. Council Member Henney stated the presentations
31 made at the retreat were the drafts of what staff was doing based on direction received
32 at past retreats. He asserted Council would never diminish the importance of affordable
33 housing because this was a current challenge and would be a challenge going forward.
34 He stated a lot of work had been done, but there was a lot of work yet to be done. He
35 thought progress was made when the social equity murals were painted on Main Street,
36 and he hoped for more opportunities that would peel back social equity to the origins.
37 With regard to affordable housing, he hoped that the City, employers, and the private
38 sector could work together to find solutions. He did not see the City as the entity to
39 promote senior housing. Council Member Gerber indicated she was not sure that future
40 councils would have affordable housing as a priority, but she wanted this Council to set
41 the goal so that future Councils would have to discuss it in public if they decided to
42 change the goal. This was why she wanted measurable goals.

43
44 Council Member Doilney requested a discussion on who the affordable housing was
45 geared towards. Council Member Joyce noted there were different niches that wanted

1 housing. The City was currently only building affordable housing. Council Member
2 Gerber stated the Area Median Income (AMI) could be expanded to reach different
3 segments of the community. Council Member Doilney thought there were ways to
4 accommodate the seniors who wanted to downsize and gave an example of the seniors
5 letting seasonal employees use their big homes when the seniors moved into the small
6 apartments at the Arts and Culture District. Council Member Gerber favored every
7 project going forward having a mix of groups and AMIs in order to build community.
8 Glidden summarized Council wanted to define who housing was built for, the AMI, and
9 why the City was building affordable housing. He thought Council should also discuss
10 the why, such as building the economy, and should discuss where it should be built.

11
12 Council Member Joyce thought the goal of the retreat was to go out and explain to the
13 community what the priorities were. He felt the goals for each pillar were unclear. The
14 accomplishments and goals presented by staff were good, but the branding needed to
15 be changed to include the goals.

16
17 Mayor Beerman stated in 2018, the community wanted to make Social Equity a critical
18 priority. The Council retreat that year was hard because social equity was difficult to
19 measure. He stated the presentation today showed a lot was being done. The Council
20 might not see the measure of success today, but it would show up in future generations.
21 He was disappointed the murals were left out of the conversation because they were
22 meant to portray peace, love, and unity, and they became a political issue. He asked
23 Council if other projects should be delayed so social programs could be advanced.
24 Fisher stated the Social Equity pillar didn't have a department. In 2018, Council made it
25 clear that the City shouldn't own Social Equity and that nonprofits should run that pillar.
26 He asked how much ownership the City wanted to take in Social Equity. Council
27 Member Gerber stated some nonprofits requested a nonprofit hub in the Arts and
28 Culture District so Social Equity could be more coordinated. She thought that might
29 move the needle for the nonprofits. Mayor Beerman still believed Social Equity could be
30 owned by the community, but thought the City could play a bigger role alongside the
31 nonprofits.

32
33 Council Member Joyce indicated there was a need for a program that offered childcare,
34 tutoring, and dinner from 5:00 p.m. – 9:00 p.m. daily in order to help move Social Equity
35 forward. Chief Carpenter stated when Officer Libertini was shifted from patrol to
36 community outreach, there was a void in the Police Department. But he saw the good
37 that came from having somebody in this liaison position who would find those gaps.
38 Glidden stated if Social Equity was a critical priority, the City should take the lead.

39
40 Council Member Doilney stated the people moving here in the top one percent of the
41 income bracket didn't need the services, but the City was concerned about the 99% of
42 people that did need the services. He thought the City should take on more
43 responsibility in all areas. Council Member Henney stated the nonprofits did so much
44 good in the community and they were active and vibrant in building community. He
45 noted the community was generous in giving to nonprofits and giving back to the

community. Council Member Gerber stated the national arena talked about systems of oppression and she thought it was the City's responsibility to break down those systems. Some people politicized the murals, but she was proud the message was on Main Street. Having a Social Equity priority helped the City to progress, however awkwardly, and hopefully it would progress smoothly in the future. Council Member Doilney pointed out there were four murals and only the "Black Lives Matter" mural received attention. Council Member Henney stated the murals were a beacon of belonging, welcome, and hope.

Dias stated staff was torn because they felt they were moving forward with systemic change, but mistakes had been made. The Police Chief and businesses were caught off guard with the murals. He stated staff learned from that experience and going forward staff would perform outreach and welcome input prior to those events. Mayor Beerman agreed with Dias and felt this was an unfinished conversation. Council Member Worel stated she was vocal about the process being flawed. There was no mechanism for the community to have the conversation and there was still no mechanism. She was excited for the cohort which the Community Foundation was doing. She thought the City needed to provide tools for the community to have the conversation. Council Member Joyce stated people were not going to come forward and admit they were racist. Council Member Doilney indicated that some of the public complained about the process because they couldn't complain about the message on the mural. Chief Carpenter stated he talked to Police Chiefs all over the country and the main goal was to hire officers to protect the community. It was good to know the plans of the Council so the police could support them. He had to relate the perspective of the Council regarding black lives matter to his department because his officers were seeing the hate aimed towards the police across the country. He emphasized the need for communication.

Mayor Beerman asked how Council could talk to these groups. Council Member Worel stated an outcome from the cohort was the ability to have the conversations so people would feel welcome and know their voices mattered. Currently, they felt like there would be retaliation or public shaming if they voiced their opinions. Council Member Worel didn't know how to include the people that didn't see value in social equity, and noted they were left out of the outreach process. She was encouraged that since Social Equity was made a critical priority, there had been more conversations and awareness on social equity.

Mayor Beerman opened the meeting for public input.

Lynn Ware Peek stated much had been learned since Social Equity was made a critical priority. Although initially the Council wanted the community to be the hub, she thought the City should be the hub because the City would always be here while community members moved in and out of town.

1 Rich Wyman via Zoom asked why five police officers always showed up for any
2 situation, and noted that increased presence would only escalate a situation. Mayor
3 Beerman stated he would put Wyman in contact with Chief Carpenter.

4
5 Mary Christa Smith stated she was proud of the community, Council, and staff for taking
6 up the Social Equity initiative. She could see that it was now in conversations
7 everywhere she went. She indicated employers and the School District were focused on
8 equity. She thought there could be many social equity hubs, including the Chamber of
9 Commerce, the School District, the City, and others, but the leadership of the City was
10 essential.

11
12 Sarah Berry via Zoom thought bigger conversations should be had. She appreciated
13 Dias admitting mistakes had been made regarding the murals and wished that
14 statement had been made a year ago. As a community of mostly white people, people
15 were missing the message of the Black Lives Matter people. The mural wasn't a
16 surprise because someone knew what the mural would be. The people were angry with
17 the process, but not the message. Council Member Joyce explained the Council went to
18 Park City Summit County Arts Council and asked for racial equity murals, and then the
19 Arts Council hired artists. The artists then conveyed their interpretation of racial equity.
20 Council Member Henney stated this was an event where the City did not censor artistic
21 expression on a theme.

22
23 Angela Moschetta via Zoom stated she was offended, disgusted and disappointed with
24 what she heard today. She thought some of the Council had a lack of humility that
25 would help the community. She thought if Council wanted to put the messages out there
26 as value statements, they were seen as messages of pain. She stated Council chose to
27 make decisions while only consulting white people and indicated not everyone was in
28 the same place. Mayor Beerman asked Moschetta to refrain from personal attacks.
29 When she continued, he stopped her comment.

30
31 Jocelyn Scudder, Arts Council, via Zoom stated she didn't appreciate the conversation
32 that led one of the artists to identify as a certain race. She reviewed the history of the
33 process in creating the murals. She stated the artists acted as their own
34 representatives. They collaborated and made the coordinating murals. She thought
35 there was a lot of trauma at the time and hoped her timeline brought context to the
36 situation.

37
38 Mayor Beerman closed the public input portion of the meeting.

39
40 Dias stated lessons were learned from this experience. The Council and City
41 represented all in the community and everyone should be heard, whether they were
42 agreed with or not. He thanked Council for having the courage to have this
43 conversation.

44
45 **Authentic Local Culture:**

David Everitt, Katrina Kmak, Gretchen Milliken, and Jenny Diersen presented this item. Everitt stated this pillar was about the City's identity although all the strategic pillars contributed to the City's authentic local culture. Diersen displayed a picture of the opera house in the City and reviewed how it burned down, was rebuilt, then a snowstorm caved in the roof, and it was again rebuilt, and now stood as the Egyptian Theatre. She stated this was a symbol of how a City evolved. Everitt stated the history of mining helped make Park City authentic. He was impressed with the civic engagement and the community involvement, the businesses and nonprofits, and the access to outdoors.

Milliken stated 50% of Planning applications were Historic District reviews, which said something about the attraction of the Historic District today. She was impressed with the preservation ordinances and codes that helped to preserve the City's history. She noted there were preservation grants, work on the Daly West Headframe, and updating the Historic Sites list. Kmak reviewed some accomplishments of the library and virtual connections made during the pandemic. Diersen highlighted the arts in the community and what the City did to support artists. Two public art projects were completed. The Utility Box Art - Phase Two was an upcoming project. She stated events were very important to the community and they were being brought back safely.

Heinrich Deters, Trails and Open Space Manager, stated the outdoors was part of the community. He reviewed the properties that were bought and designated as open space, indicated Nordic skiing was implemented on the golf course during winter months, and stated trails were built, many with easy grades for all users. Fisher indicated he submitted a budget request to have outdoor ice on the tennis courts during the winter, and noted the courts were lit and people would be able to skate until 10:00 p.m. On warm days, the fences could be locked to ensure safety.

Diersen stated the businesses and nonprofits were high risk during the pandemic and the City was essential in helping them open and serve the community. Council awarded grants and implemented car-free Sundays, free parking, and other programs to help businesses. Some goals moving forward were special service contracts, extending library leases, adding a one percent incentive for private developers to be used for public art, and implementing a local history appreciation month. Other goals included providing a space for artists in affordable housing, implementing a trailhead congestion management program, offering owners of ski era structures the opportunity to be on the Historic Sites Inventory, focusing on sustainable tourism, and being an Olympics venue in 2030 or 2034. Everitt also suggested having a tourism dividend or other form of direct benefit for residents. Diersen referred to other goals such as constructing a community reflection/memorial garden, having a destination and community impact management program, and having a mining site tourism initiative to tell the story of the community. Everitt stated a nightly rental management program was needed as well as expanding the dark store ordinance to include the entire City. Everitt asked if staff was trying to do too much. He suggested reprioritizing with the community and stakeholders so the focus was on quality over quantity.

Council Member Doilney indicated trails that would connect with mines combined the old with the new in the community. Council Member Gerber stated people made the local culture authentic. This was a City where people worked really hard and played really hard. The workforce was the local community and it was being lost because the workforce couldn't afford to live here. Council Member Worel wondered how to welcome tourists and take care of residents at the same time. She met with Jennifer Wesselhoff, Chamber of Commerce Director, and found she created sustainable tourism, and indicated the City could support the Chamber in its sustainable tourism efforts.

Council Member Joyce didn't want Park City's history to be lost. He stated events began as local events, but they were now full of tourists. He didn't see any effort to recapture local events. He thought something was being lost because of this trend. Everitt suggested a day at the ski resorts for locals and workforce only. Council Member Doilney thought City efforts to help residents with parking or other means could be a way to preserve local culture. Council Member Joyce felt the efforts being made were not what the residents wanted. Council Member Worel liked the neighborhood art projects and thought those would build community. Mayor Beerman thought block parties were key and stated one positive thing about the pandemic was that neighbors had connected. He liked the ice rink at City Park suggestion and the trails along with the mines, and suggested adding more hiking trails. He also liked the memorial garden proposal.

Council Member Henney stated Authentic Local Culture wove communities together and one thing that didn't bind communities was nightly rentals. He indicated relationships were important to local culture and they were being lost with commercialism. The high cost of living was another component fracturing the community.

The Council went into recess for lunch. Upon returning, the following was discussed:

FACILITATED DISCUSSION

Environmental Leadership:

Luke Cartin, Clint McAfee and Heinrich Deters presented this item. McAfee indicated there were several water conservation and water filtering projects in progress to improve water quality. He displayed the water projects completed from the \$75 million bond. He noted that in finding and stopping water leaks, as well as conservation efforts, water usage had declined by 50%. He reviewed the Spiro Mine Tunnel project and those efforts to decrease water loss. The Public Utilities Department was currently focused on the new water treatment plant, which was very advanced and would move the City forward.

Deters stated most of Park City was open space and he reviewed the efforts for weed and fire mitigation, conservation easements, agriculture leases, etc. Some future projects included heightened weed mitigation with non-chemical methods.

1 Cartin reviewed some Sustainability accomplishments included a solar project in Tooele
2 that would benefit the City, electric vehicle infrastructure upgrades around town, and the
3 community renewable program in conjunction with 16 other cities and three counties.
4 He discussed land sequestration efforts and energy efficiency studies and
5 implementation. The goal was to rapidly become a self-sufficient, sustainable
6 community by 2030, which included zero waste. He stated sustainable efforts were
7 incorporated in events, planting trees, efforts with trails and open space such as the
8 transit to trails pilot program, funding for HOAs to mitigate weeds and wildfires, and
9 water conservation.

10
11 Council Member Joyce asked if the City could work with landscaping companies to offer
12 a service that would teach residents how to conserve water in landscaping. Mayor
13 Beerman suggested giving assistance to xeriscape and adding that cost to the
14 individual's water bill over the next 10 years, using the City's bonding capacity to fund
15 that project. McAfee stated he could look into those options.

16
17 Council Member Joyce asked if Rocky Mountain Power was ready to accommodate the
18 charging surge as electric vehicles became more common. Cartin stated there was a
19 program to balance the electricity in the area by reducing some areas while charging
20 electric vehicles.

21
22 Council Member Gerber supported the goal of planting a tree for every resident and
23 having the residents plant them on their own properties, and suggested getting a variety
24 of trees. Cartin indicated GIS staff had mapped out the City to see the best locations for
25 planting trees. Council Member Henney stated over the years, different organizations
26 had tried this project and he asked if the City would facilitate the tree distribution. Cartin
27 indicated Boise, Idaho had this program and he was learning from them. Council
28 Member Doilney stated the efforts to increase environmental leadership had been going
29 on for years and the City could see progress being made. It gave him confidence as
30 other pillars were beginning to be worked on.

31
32 **Wrap Up, Inclusions, and Takeaways:**

33 Dias summarized Council accepted the final Vision 2020 report, but work was needed
34 on the statement that "Everyone has a SEAT at the Table," along with adding goals to
35 the pillars. He indicated staff would slow down with Authentic Local Culture goals to see
36 what would work best. There were minimal liaison assignment changes. Housing would
37 be a focus and in the next couple months there would be several work sessions on this
38 topic. Other measurements should be noted by the City to see progress and set goals.
39 Also, tools were needed to see progress with Social Equity. Mayor Beerman wanted to
40 know what it would take to move the needle in Social Equity and stated his focus was
41 social infrastructure to support equity. Dias stated the last takeaway was that in the next
42 60 days, taskforces would be created for each strategic pillar. The Council liaisons
43 could meet with staff and others and work on better ways to measure success or
44 implement projects. The Council agreed to the following liaison assignments: Social
45 Equity and Affordability - Council Member Doilney; Environmental Leadership - Council

1 Member Joyce; Authentic Local Culture - Council Member Henney; Transportation
2 Innovation - Council Member Worel; Housing - Council Member Gerber.

3
4 Council Member Henney thought the retreat was great and noted Council had a
5 substantive discussion. These conversations set the tone for future discussions in the
6 community. He was impressed with Officer Libertini's presentation in Spanish which
7 gave Council Member Henney the perspective of an immigrant who didn't understand
8 English. He was also impressed to hear Chief Carpenter getting emotional when talking
9 about the community and his department. Council Member Worel agreed. Was
10 impressed with staff, the things that were accomplished and the goals that were set.
11 She was concerned about staff's time for accomplishing these goals. Council Member
12 Doilney stated so much good was being done in the City and most people didn't know
13 all that was accomplished. Council Member Gerber indicated Council and staff spent a
14 year talking to the community about the visioning process and then the City had to
15 refocus to take care of the community during the pandemic, and yet there was still so
16 much that got accomplished. The accomplishments were great, but there were still
17 goals and the City still needed to stay focused and move forward. Council Member
18 Joyce thanked staff for this retreat and stated it was so valuable for Council to see the
19 whole picture.

20
21 Mayor Beerman stated this was an outstanding retreat. There were a lot of things on the
22 City's plate and yet staff took the time to prepare and present their accomplishments
23 and goals. The community had high expectations and he had confidence in the team
24 that was in place and felt that Council could push for more. Council would ask for
25 timelines and additional resources might need to be allocated. He indicated the focus
26 was on locals and neighborhoods. The City should seek balance, engage the
27 community, tell its story, continue to innovate and be leaders, and be tactical and smart
28 in addressing challenges. He didn't think anyone wanted to pause in doing more. It
29 might be a great time to plan and prepare and be ready to move if the City couldn't
30 move at the present. He was elected to Council 10 years ago and he could see the
31 great progress made during that time. He was impressed and stated it was an honor to
32 be here.

33 34 **ADJOURNMENT**

35
36 With no further business, the meeting was adjourned.

37
38
39 _____
Michelle Kellogg, City Recorder



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

May 27, 2021

The Council of Park City, Summit County, Utah, met in open meeting on May 27, 2021, at 2:00 p.m. in the Park City Library Community Room.

Council Member Henney moved to close the meeting to discuss property and litigation at 2:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 3:15 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

FY2021-22 City Manager's Recommended Budget: Capital Budget Presentation and Review:

Jed Briggs, Erik Daenitz, and Penny Frates, Budget Department, presented this item. Daenitz reported the March sales tax figures were some of the highest ever for that month. He was encouraged with the rebound from the pandemic. For FY 2022, there were plans for the following capital projects: Quinn's fields and enhancing the field lighting, the Homestake multi-use path, Rail Trail improvements, open space improvements including weed control, and Ice facility improvements. With regard to the open space improvements, Council Member Joyce asked about the timeline for removing the trees that were dead from beetle kill. Deters stated there was a request for proposals (RFP) out for beetle kill, forest health, and forest fire mitigation. The plan for this year was to work on Treasure Hill. The forest by Bonanza Flat was not part of the scope because it was not owned by the City. He stated beetle kill and fire mitigation were clustered together, and there was no funding designation yet. Mayor Beerman asked where the projects funded by the \$100,000 from the Council Contingency fund were located. Deters stated those funds would be used for Virginia Mining Claims and

1 the Deer Valley Loop area. Mayor Beerman asked when the Treasure Hill project would
2 begin, to which Deters responded the RFP would go out next week.

3
4 Daenitz reviewed some ongoing projects were affordable housing, the procurement of
5 15 electric buses, 3Kings Water Treatment Plant, and pavement management. He also
6 discussed that a lot of maintenance was funded by the General Fund transfer. Daenitz
7 reviewed the bond proceeds status, including the 2013 Walkability, 2020 Treasure and
8 Armstrong, and 2015 Downtown Improvements, and indicated staff proposed to put the
9 Downtown Improvement funds toward Munchkin Avenue and Woodbine Way paths and
10 streets. Other bond proceeds were for the 2017 Downtown enhancements to Munchkin,
11 Woodbine, and Homestake multiuse paths, and the 2019 Sales Tax Revenue (STR) for
12 affordable housing. Council Member Worel asked if the money for downtown
13 improvements was being repurposed because the improvements had been completed.
14 Daenitz stated the list of improvements was not completed, but projects were on hold
15 while the Historic Park City Alliance (HPCA) completed its visioning process. Briggs
16 stated bond proceeds needed to be spent within a certain timeframe of being received,
17 so staff was being strategic in planning projects.

18
19 Daenitz stated the Arts and Culture District budget was not included in the 2022 budget
20 proposal. He noted there were many revisions with the Arts and Culture District
21 affordable housing. He thought the City could implement the Arts and Culture District
22 housing, Homestake private/public partnership housing, and Woodside Park Phase 2
23 housing concurrently.

24
25 When discussing the Transportation Fund, Mayor Beerman asked if there was a
26 timeline for the Bonanza Park Pedestrian Crossing improvements. Briggs stated the
27 project was five years out, and he did not know how it would be funded at this time. He
28 indicated staff could figure expenses and how to pay for them up through FY 2025.
29 Council Member Worel asked if the purchase of minibuses and vans for microtransit
30 was calculated in the budget. Briggs indicated that was not included in the budget.
31 Council Member Joyce thought the City would outsource the capital for microtransit and
32 then would fund the operating expenses. Mayor Beerman asked if the additional resort
33 sales tax (ARST) money was budgeted for Homestake and indicated the City received
34 Congressionally designated grant funding for that project. He wanted to know if the
35 budget included the grant and if so, would the project not use ARST if the City received
36 those grant funds. Briggs stated the project was budgeted from bond proceeds so the
37 project was guaranteed. Daenitz noted if the grant was funded, the budget could be
38 amended to reflect the ARST was not used.

39
40 Briggs stated the Transportation Planning team had been aggressive in applying for
41 grants and he hoped those would be awarded. He indicated there would be a City
42 match and the five-year budget plan was in anticipation of receiving those grants. Briggs
43 displayed a list of major transportation projects planned for the next five years.

1 Council Member Henney thought Council should discuss the Walkability fund and the
2 Senior Center funds. Mayor Beerman stated there was consensus to bring back the
3 Walkability Committee to reevaluate the projects and priorities. John Robertson, City
4 Engineer, stated that was talked about last week and the direction was to bring back the
5 committee, discuss the projects, and bring recommendations back to Council. Council
6 Member Henney stated the budget could be reopened in the future, if necessary, to
7 address Walkability, Transit, and the Arts and Culture District. Council Member Gerber
8 asked how often the City had bonded against the ARST. Daenitz stated he did not know
9 of a time prior to 2015.

10
11 **City-Owned Land Analysis and Discussion:**

12 Jason Glidden, Affordable Housing Manager, stated Council requested a discussion on
13 Clark Ranch, Mine Bench and Sommer properties in relation to affordable housing. He
14 indicated staff was requesting to authorize the activation of pre-entitlement work which
15 included creating a complete community engagement plan as the City considered
16 affordable housing on those properties.

17
18 Glidden explained the history of acquiring the Clark Ranch properties. A portion of the
19 property was always intended for public use. It was next to the Park City Heights
20 Subdivision currently being developed. It was purchased with bonds and there was a
21 way to work on clearing up bond language restrictions. The zoning was currently in
22 Summit County so annexation into the City limits would be necessary. Access would be
23 needed and Glidden indicated there could be access from a frontage road or from Park
24 City Heights.

25
26 Glidden stated the next steps for this site included clearing the property from the bond
27 language by assigning funding in the amount of the land value associated with the ten
28 acres to an approved project in the bond language. Deters stated he would like a
29 conservation easement to be placed on the remainder of the property. Glidden stated
30 the property would be annexed into the City limits, and a professional engineering firm
31 would be hired to determine the best and most cost efficient way to access the property.
32 Deters stated staff had reached out to Ivory Homes and they were aware the City would
33 like to access that property from Park City Heights.

34
35 Council Member Worel asked if soils had been tested on Clark Ranch, to which Deters
36 stated he would have to research that. Council Member Henney stated there was soil
37 remediation on Park City Heights and he guessed it would be on Clark Ranch as well.
38 Council Member Worel stated a lot of development was going in by Jordanelle and she
39 asked if there would be a traffic study done in association with a proposed development,
40 to which Deters affirmed. Council Member Joyce stated if there was access from the
41 frontage Road or Park City Heights, a traffic light was going to be installed at
42 Richardson Flat. He stated he didn't want to do the project piecemeal and thought a
43 professional should do a feasibility study to figure out where the development should

1 naturally stop. He noted the land cost the City \$17,000 per acre which was a great
2 price. Mayor Beerman thought the focus right now should be on the west side of
3 Highway 40 with the conservation easement, and the City should put a hold on plans for
4 the east side for now. Council Member Gerber asked how long it would take for that
5 land to be annexed into the City, to which Deters estimated nine months. Council
6 Member Henney indicated Council Member Joyce's request for a feasibility study would
7 affect the bond language and the annexation petition would require a declaration of
8 what zone was being applied for, which would delay the timeline. He recommended
9 having the feasibility study done first.

10
11 Deters asked how much priority Council wanted to give Clark Ranch. Council Member
12 Henney stated he knew there were challenges with the property, but felt this project was
13 promising. Mayor Beerman stated the only flaw was the bond language. Council
14 Member Joyce noted the City should get the access easements while the developer
15 was still the HOA.

16
17 Glidden discussed the Mine Bench property and stated it was currently zoned
18 Recreation Open Space and conservation easements were north of the property. The
19 zoning would have to be changed and there were steep slopes. He stated 13 out of 29
20 acres were buildable. The soil was contaminated and would need to be addressed and
21 there were existing tenants in the current structures.

22
23 Glidden reviewed the next steps were to rezone the property for residential
24 development, develop a plan for the relocation of existing tenants, and hire a
25 professional to determine developable land that did not exceed 40% slope. Council
26 Member Gerber asked where on the map the 13 acres developable acres were located.
27 Glidden stated the flat area that had structures and to the south of the structures was
28 appealing. He noted a trail might have to be moved. Council Member Gerber asked
29 about the historical relevancy of the site. Deters stated the structures were not on the
30 Historic Sites Inventory. Glidden stated the historic buildings could be incorporated in
31 the project and noted it was close to the resort and the resort might be interested in
32 partnering with the City on developing the property. Deters indicated utilities were on
33 site, but major work was needed.

34
35 Council Member Worel thought before moving forward, the City should determine if the
36 site was feasible because of the utilities cost. Council Member Joyce thought this site
37 failed from the viewpoint of the City's affordable housing priorities. The tenants would
38 have to be relocated, the Jordanelle Special Service District (JSSD) was a mess with its
39 water, the mine, and the utilities, there were no bus stops near this area, it was on a
40 busy road that backed up every afternoon, and it was isolated from the community. He
41 suggested moving the salt pile up there and using the Public Works yard on Iron Horse
42 for a better purpose. Mayor Beerman agreed and thought staff could look at the best
43 use for Mine Bench and the Iron Horse property. Deters stated the current use for Mine

1 Bench was seasonal storage. Council Member Doilney stated there were people there
2 now and the City should determine the soil situation. The area might be isolated, but it
3 would be more developed in the future. Glidden stated he would look at a shift, but
4 would also stay open to partnerships with the resorts for employee housing. Council
5 Member Joyce noted contaminated soil would not be relevant if there was no digging.

6
7 Council Member Henney stated any discussion about uses for the Iron Horse property
8 would need input from Public Works. Council Member Joyce thought when the Gordo
9 soils repository was capped, the Public Works Department could expand there and
10 noted other options for storage.

11
12 Glidden reviewed the 14.35-acre Sommer property. A portion was bought with Housing
13 funds. The property was landlocked, and access would need to be coordinated with
14 neighboring properties through Lower or Upper Iron Horse Loop or Prospector Square.
15 There were soils issues on this property as well, and the current zoning was Estate.
16 Glidden noted the next steps would be to rezone the property from Estate to Residential
17 development, evaluate access points, and perform a steep slope analysis. Mayor
18 Beerman stated this property had issues and he thought Council should defer this
19 property to a later discussion, especially since there were other appealing projects on
20 the table.

21
22 **Park City Arts and Culture District Follow Up Discussion: Scope and Plan of**
23 **Finance:**

24 David Everitt, Deputy City Manager, presented this item and reviewed the current scope
25 of the project, which included the base site elements plus creative and cultural facilities,
26 eliminating Building Two, constructing 60 housing units, consolidating affordable
27 housing to Building One, designating space in Building Three for nonprofit collaboration,
28 building a shell building for fit-out by nonresidential tenants, and using economical
29 materials. This scope would cost \$64.5 million. He reviewed the breakdown of funding
30 and noted there were new funding sources from the remaining funds from completed
31 capital projects in the amount of \$1.4 million and unanticipated revenues in FY2021
32 amounting to \$1.85 million.

33
34 Council Member Doilney thought this was a comprehensive plan comprised from
35 previous Council discussions. He was curious to hear from the City's partners. Council
36 Member Joyce liked the financials, but he didn't understand the shell space proposed
37 for Buildings Three and Four and indicated there was no funding allocated for filling out
38 parts of those spaces. He liked the idea of a community center for that area. The
39 suggestion to have nonprofits in that space was nice, but not for a community space.
40 Council Member Worel agreed about the shell space buildings. Everitt stated the project
41 team planned to address the building out of those spaces and stated it would be a
42 negotiation with tenants. One idea was if the tenant invested in fitting the space, the rent
43 could be lower. Council Member Worel stated the space was promoted as creative

space and noted artists didn't have money to fit a space. Everitt stated the shell buildings were more for nonprofits. Building One had the artists' creative spaces. Council Member Doilney referred to the Newpark project and stated it was dark for years during the 2007/2008 recession. Since then, businesses had thrived there and they appreciated a stubbed out space that they could customize for their needs. The costs would be small compared to the benefit. He was interested to see who would fit into that space with the associated community benefit.

Council Member Worel thought there should be a discussion with the nonprofits on their interest in this space. Council Member Gerber asked if Building Four could be built last. Everitt stated it was a Council decision, but he didn't want the project to be extended if it didn't have to be. The food hall was important to the vibrancy of the district and that was a factor. Council Member Gerber stated there were nonprofits interested in the Arts and Culture District because some of them had connections to the Kimball Art Center and there was connectivity with transit as well as other benefits. Council Member Joyce didn't think having the nonprofits at the prime location in town made sense and it would cost the City \$12 million. Council Member Henney was excited for this plan and appreciated Council Member Joyce's points. He noted those were some friction points that still needed to be addressed. Mayor Beerman stated the community thought this was heavy on arts and light on the culture. He was optimistic about spaces the Latinx community could use. He suggested talking to these groups and seeing who was interested. Council Member Gerber asked if vertical zoning had been discussed and thought the main level of the district should be active. Council Member Henney requested a discussion on a housing model that could work from place to place. He also asked if more housing could be put on the Arts and Culture District and asked at what point would a model pencil out.

Mayor Beerman summarized \$65 million was a good project amount. Council wanted more discussion on Building Three and the possibility of it being a community center with some nonprofit hubs as well as more discussion on the food building. He also wanted to prepare to engage the public on this concept. Council Member Joyce stated the original cost was \$108 million and he wanted to say this scope was \$65 million plus property to be consistent with the total project amount.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber	Present

Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	
None	Excused

II) RECOGNITION

1. Consideration to Adopt Resolution 12-2021, a Resolution Acknowledging the Role of Rich Bullough and the Summit County Health Department Staff and Recognizing Their Many Contributions in Protecting Park City, Residents and the Community at Large in Response to the COVID-19 Pandemic:

Mike McComb, Emergency Manager, presented this item and stated this was the last day for the mass vaccine center at the film studio and he wanted to recognize a key player in the pandemic, Rich Bullough, Executive Director, Summit County Health Department. McComb stated Bullough and his staff led the State in health initiatives in the County, including vaccine inoculations. He stated through the past 15 months, Bullough protected the community in spite of pushback.

Bullough reviewed the history of the COVID-19 plan and stated Matt Dias, the Council, and the City in general were important in helping keep the transmission rate low. He thanked Council Member Joyce for his efforts with regard to collecting data. Council Member Doilney didn't think a resolution was sufficient in giving Bullough the credit he deserved. Council Member Gerber asked if Bullough had planned on retiring prior to the pandemic's onset, to which Bullough affirmed and stated when the pandemic hit, he wanted to stay and see it through. Bullough noted the Health Department had 500 volunteers in a time when other county health departments could not find people even when they offered to pay. Council Member Joyce stated people in the community got vaccinated because Bullough told them. He thought Bullough was the guiding light for the community.

Council Member Worel indicated she enjoyed working with Bullough over the years and stated Council never wavered in its support because they trusted Bullough. Council Member Henney related stories the two had shared over the years. Mayor Beerman stated the community was lucky that Bullough hadn't retired sooner. He was grateful for Bullough's leadership and the way he gave confidence to the community in a time of crisis. Bullough indicated there were challenges between the community and public health. He thanked the School District for their heroic job in dealing with the pandemic.

Council Member Worel moved to adopt Resolution 12-2021, a resolution acknowledging the role of Rich Bullough and the Summit County Health Department staff and recognizing their many contributions in protecting Park City, residents and the community at large in response to the COVID-19 pandemic. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Adopt Resolution 11-2021, a Resolution Recognizing Park City's School District, including Administrators, Support Staff, Teachers and Students who Demonstrated Resilience to Overcome Adversity:

Michelle Downard, Resident Advocate, Officer Trent Jarman, Resource Officer, and Jill Gildea, School District Superintendent, were present for this item. Downard indicated schools were important as a resource, which included providing meals for those who were underprivileged. As schools closed during the pandemic, the schools worked to redesign curriculum, provide personal protective equipment (PPE), adjust athletic events, and provide meals for 4,800 plus students in the district. She noted many accomplishments from the students during the past year. She also indicated Officer Jarman was retiring and she praised him for his commitment to the students, who looked to him as a mentor and ally.

Officer Jarman stated he was surprised when the schools closed last March. He indicated the schools stepped up and fed breakfast and lunch to all students who came to the school. The teachers transitioned to online classes to ensure every student got an education and some even visited students' homes to make sure their students were doing their homework and were understanding what they learned. Gildea indicated the children demonstrated true resilience and she attributed so much to the partners in the community who helped keep the community safe. She stated she knew that there was no decision that would make everyone happy, but they did what they thought was best for the students.

Council Member Doilney stated the teachers did a great job in getting materials to the students. He was amazed by the schools' adaptability and thought that spoke to Gildea's leadership. Council Member Gerber heard a lot about mental health during the pandemic. She was grateful that the students were still able to engage with teachers and each other. Council Member Joyce was impressed with how the School District dealt with the inequities between families. He appreciated that the school system filled in some of those gaps. Council Member Worel indicated the fright people felt with the pandemic was poured out on the schools and she appreciated how they handled the crisis. Council Member Henney praised Jarman for his love and dedication to children. Mayor Beerman thanked Gildea for her efforts in safely leading the schools during the pandemic. He stated the City had a social equity journey, but the schools had been

working on this for a long time. Mayor Beerman indicated Officer Jarman had served the community well and he hoped he enjoyed his retirement.

Council Member Doilney moved to adopt Resolution 11-2021, a resolution recognizing Park City's School District, including administrators, support staff, teachers and students who demonstrated resilience to overcome adversity. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

III) APPOINTMENTS

1. Appointment of Andrea Zavala and Patricia Stokes and Reappointment of Brynn Bateman Louis to the Library Board for Three-Year Terms Beginning July 2021:

Adriane Juarez, Library Director, presented this item and stated the above people had been chosen to fill the vacancies on the library board. Andrea Zavala lived in Park City for 19 years and wanted to represent the Latino population. Patricia Stokes volunteered with the National Abilities Center (NAC) and Brynn Bateman Louis was being reappointed for a second term. Council Member Worel stated she was part of the interview process and the applicants were all talented. She would send Council the process the Library Board used to select board members and thought it could be used as a template for other boards.

Juarez stated Jess Griffiths was terming out from his service on the board and she thanked him for his service.

Council Member Gerber moved to approve the appointment of Andrea Zavala and Patricia Stokes and the reappointment of Brynn Bateman Louis to the Library Board for three-year terms beginning July 2021. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

IV) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

1. Parking Services 2020-2021 Summary Report:

2. Fraud Hotline Implementation:

3. Summer Transit Projects Update:

Council Member Gerber asked what kind of budget would bring back the Main Street Trolley. She knew it didn't move the most people around town, but it was part of the experience and many photos of it were taken.

Council Questions and Comments:

Council Member Doilney spoke on the importance of forgiveness and quoted Maya Angelou. Council Member Gerber discussed the retreat and thought it was great sharing feelings. The HPCA was ready to start their visioning process and was interviewing vendors. She attended the Recycle Utah Board meeting and noted they discussed relocating to the Gordo site. Council Member Joyce attended the Prospector Master HOA meeting and related they had asked the City to create a placeholder for a pedestrian tunnel location in case funds appeared in the future. Council Member Worel indicated the behavioral mental health survey went out tonight to the different communities and they hoped to receive 1,000 responses from Summit County residents; targeting seniors, Latinos, teachers, and elected officials. In September, they would have focus groups to make this a comprehensive study.

Council Member Henney attended the Bruce Erickson Memorial and enjoyed the storytelling. He toured the 3Kings Water Treatment Plant and Spiro Tunnel. He indicated the retreat was productive and he enjoyed the boards and commissions social. He attended a couple events with the LGBTQIA+ group. Mayor Beerman stated he also went to Bruce Erickson's memorial and noted it was nice to celebrate him. He thought the retreat was outstanding and stated progress had been made as a group. He went to a Pride celebration and raised the Pride flag, noting that the Pride Center was there, and he thanked Council Member Henney for his remarks. Mayor Beerman noted affordable housing was discussed a lot. He looked at the Colorado resort towns and they were discouraged not having employees that could live in town. Regarding the soils discussion, he indicated he had received several offers from expert residents that wanted to help communicate with the community. Council thought forming a group to talk to the community would be a good idea.

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Emily Fisher, Youth Sports Alliance (YSA) via Zoom thanked Council for the conversation on having nonprofits in the Arts and Culture District. She felt having a nonprofit hub in the Arts and Culture District would be much more than conference space. She thought the underserved population could come to one place to talk with the nonprofits they dealt with and spend time in the space.

Peter Marth emailed the following comment: "I read with last night with great dismay, no horror, the City Council meeting Packet that contains a proposal to rezone for development critical wildlife habitat, open space and trails property surrounding the old mine site referred to the "Mine Bench Land Analysis." This piece of critical wildlife habitat and open space containing trails and refuge from over development off of the steep, dangerous 224 mine road is literally our last refuge from thoughtless over development and greed. What in the hell are you thinking? Yes, this is the most outrageous, treasonous and thoughtless abduction of the City's responsibility to protect us that I have seen since the Flagstaff development agreement was approved, period, Outrageous! Have you lost your collective minds? Clearly our own "leaders" and staff cannot even think past the end of their noses and now seem to be in bed with the development community driven by GREED or the need for making money on the backs of its own citizens. We years ago demanded it remain open space forever as part of the Flagstaff development agreement! You and your staff should be ashamed of yourself. Not only this, but what you seem to be proposing is a voluntary abduction of your responsibility to protect what we hold so dear embedded in our own General Plan... Open space, trails and the separation from over development in our once-stunning Daly Canyon reserve. This was the keystone to gaining approval for ANY development in Daly Canyon to begin with and now you yourself propose to destroy throw it all away with this proposal to rezone the "flat spaces" for R/E development. I am totally in shock and have s*** my pants.(once again) You have all collectively forgotten so easily that this was the ONE THING that the city ensured was to never be developed in the negotiation with Hank Rothwell, United Park City Mines and the development community, and now you propose reversing it and throwing it in the trash. You should fire your entire staff. This mindless crap has got to stop! Thing this piece of open space was A KEY NEGOTIATING POINT that resulted in a development agreement that was fought for for YEARS to begin with, but now, in one meeting, it could be all undone by ignorance. This key piece of property was to remain forever UNDEVELOPED! We citizens demand that it REMAIN open space and UNDEVELOPED so as to maintain this critical separation between Old Town and the ugly, unwanted and heavy-impact developments above us that are now creating traffic impacts that are ruining Old Town. This really burns my a** man. It really does. It shows just how lost this city and its staff is."

VI) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from May 13, 2021:

Council Member Worel noted that "via technology" in the Roll Call should be removed.

Council Member Henney moved to approve the City Council meeting minutes from May 13, 2021 as amended. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Hidden Peak Electric Co., Inc., to Construct the Empire Canyon Fiber Optic Line, in an Amount Not to Exceed \$273,900.00:

2. Request to Authorize the City Manager to Execute a Contract for Water Distribution System Advanced Water Main Cleaning with Ice Pigging, in a Form Approved by the City Attorney, with American Pipeline Solutions, Inc., in an Amount Not to Exceed \$300,000:

Council Member Gerber moved to approve the Consent Agenda. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VIII) OLD BUSINESS

1. Consideration to Adopt Resolution 14-2021, a Resolution Adopting the Park City Community Wildfire Preparedness Plan (CWPP):

Paul Hewitt, Fire Chief, and Mike McComb, Emergency Manager, were present for this item. McComb stated the wildfire plan had not been updated since 2013. The group updating the plan was comprised of many entities in the region. He indicated this plan was a big step in preparedness.

Council Member Doilney indicated a great amount of work was put in to make the community ready, especially in a drought season. Council Member Gerber asked how often the plan should be updated. McComb stated it should be updated every five years. Mike Owens stated it was amazing that this plan existed. It was well put together, well designed, and was a great plan. Chief Hewitt stated he hoped this would never be needed, but it gave the community the tools needed in the event of a fire. He suggested all residents increase the defensible space around their homes. Bryce Boyer, Air Support, stated there were helicopters relatively close that could help fight fires if they weren't called out on other fires. A lot of aircraft for fires were jets and could arrive quickly. He thought the City put in a great deal of effort in its mitigation priority.

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

Council Member Doilney moved to adopt Resolution 14-2021, a resolution adopting the Park City Community Wildfire Preparedness Plan (CWPP). Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Woodside Park Phase 2 Update:

Jason Glidden, Housing Manager, and Jarrett Moe, Method Studios presented this item. Glidden reviewed the history of the Woodside Park Phase II mixed income housing, and reviewed some issues were encountered, such as setbacks and the senior center location. As a result, the project had been redesigned. Moe proposed to keep a pedestrian easement through the property with a lot line adjustment. Part of the remaining parcel would have medium density with 20 units in three storied stack flats. He stated the estimated cost was \$326,398 per unit. The second option was a higher density option which included 27 units on four levels with underground parking. In this option, the estimated cost was \$450,000 per unit. The Empire parcel would have five townhomes which had an estimated cost of \$742,657 per unit. The Norfolk parcels had a historic home and it could accommodate an additional single-family unit with an accessory unit over the garage. The new single-family unit had the proposed cost of \$834,837.

Council Member Gerber asked if Option One included the sale of the Empire lot. Glidden stated that lot could be developed, sold, or built and sold for market rate. Council Member Gerber favored having a deed restriction on the home for a primary residence so it could build community. She also asked if a restriction could be placed on the accessory unit that no nightly rentals would be in the unit and wanted to know the status of the current additional dwelling units (ADU). Glidden indicated staff was getting feedback on the current ADUs and he would report back.

Council Member Worel stated Council didn't want to subsidize higher than 20% and she asked how much of a subsidy would be given to buyers. Council Member Gerber indicated the average goal was a 20% subsidy with some being higher. Council Member Henney stated the subsidy agreed to was 20% of construction costs, but that didn't include land. He also indicated the subsidy was set when Council was planning to replace funds in the housing pipeline. He stressed the City was definitely subsidizing affordable housing. Council Member Worel stated the Council had not discussed subsidies in a while and asked how much the subsidy would be. Council Member Gerber stated the City was moving away from the housing pipeline plan to a housing portfolio which included public/private partnerships and a rental model, and that strategy

1 would provide the City a different perspective regarding a subsidy. Council Member
2 Worel asked to have the Budget Department present the new housing funding strategy
3 at a future meeting so Council could discuss it, and indicated this was an important part
4 of the housing conversation that Council hadn't had the opportunity to discuss. Mayor
5 Beerman thought a discussion would be beneficial to decide if it was what the City
6 wanted to focus on. Council Member Joyce thought Council should start nailing down a
7 housing strategy, including the definition of workforce. Council Member Doilney stated it
8 would be great to get a lot of units by doing several projects at the same time. He
9 thought the Empire parcel would be good to sell to use as leverage to get more units.
10 Mayor Beerman asked if stack flats would be an option on the Empire parcel. Moe
11 indicated stack flats would require underground parking which increased the cost.

12
13 Council Member Joyce was disappointed with the housing options presented tonight.
14 He stated the original plan had 50 units and a new senior center and now there's an old
15 senior center and 20 units. He agreed with Council Member Doilney that there was
16 value selling the Empire lot for market rate. He favored the high density and single-
17 family unit. Council Member Gerber asked for a "no nightly rental" restriction on the
18 Empire lot if it was sold. Council Member Joyce stated that would decrease the value
19 and it was located on a street that already had many nightly rentals. Council Member
20 Henney agreed there was no need to restrict this specific site. He favored selling the
21 Norfolk house with deed restrictions. Council Member Doilney agreed with not having
22 restrictions on the Empire lot and thought a lot of good could be done with selling that
23 site. Mayor Beerman offered alternatives of not building at this time or proceeding with
24 building part of the project and holding off on selling any of the land. Council Member
25 Gerber asked if the project could reach the same number of units as the original plan if
26 the seniors decided to vacate the building in the future. Glidden felt with the senior
27 center vacation, the project could be close to the original plan and the number of units
28 would be at or near the same number. Council Member Gerber asked if the units for this
29 project would be rentals or for sale. Glidden stated that could be a Council decision.
30 There could also be partnerships, but usually the partners wanted their own designs.

31
32 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
33 closed the public hearing.

34
35 Council Member Joyce favored having rental units for this project if the City could afford
36 it, but it wasn't as affordable unless a private partner got involved. He thought the
37 priority for housing projects should be Homestake, the Arts and Culture District, Clark
38 Ranch, and then look at this after Council had the new housing funding discussion.
39 Council Member Henney agreed and indicated this parcel could be subdivided into
40 three parcels so the City could sell the historic home if it chose.

41
42 Council Member Gerber indicated these units were already designed, so she didn't want
43 to sit on this project too long. Glidden summarized he could start the plat amendment

process and sell the historic home on Norfolk with a deed restriction. He stated the plat amendment would take some time, and in the meantime the RFQs would come in and those could be evaluated.

After a short break, Mayor Beerman asked that New Business Item One be the next item for consideration.

1. Consideration to Adopt Resolution 13-2021, a Resolution Proclaiming June 2021, as Pride Month in Park City and Pride Month City-Wide Activations:

Leah Langan, Cami Richardson, Andy Stevenson, and Lynn Ware Peek, LGBTQIA+ Taskforce, presented this item. Langan discussed Citywide Pride Month activations and stated they felt visibility was important. The first activation would be to hang updated LGBTQIA+ flags at various places in the City. Stevenson stated Transit would be adding decals with LGBTQIA+ colors on some of the buses. Pride Month posters would also be displayed in the bus shelters and inside buses. Council Member Henney asked when the decals would be installed, to which Stevenson responded they would be added on Saturday. Council Member Henney thought the design on the buses looked very good.

Richardson thanked Council for putting together the taskforce for the LGBTQIA+ community. She stated the taskforce had tentative plans for the LGBTQIA+ community to march in the Fourth of July parade. Also, on June 26th there would be a picnic sponsored by the Pride Center for the LGBTQIA+ community. This would be an opportunity to be seen and recognized in the community. She also noted there would be a march at the Capitol. Ware Peek stated the LGBTQIA+ taskforce wanted to redesign Pride banners for Main Street and they would bring their ideas back to Council.

Council Member Gerber indicated she enjoyed the flag raising celebration and she liked Council Member Henney's comments about being a beacon of hope. It was nice to see people coming out in the community and feeling part of the community. She thought that the energy should keep going after Pride Month ended.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Henney moved to adopt Resolution 13-2021, a resolution proclaiming June 2021, as Pride Month in Park City and Pride Month City-wide activations. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

OLD BUSINESS (Continued)

3. Consideration to Approve Changes to the Park City Fourth of July Celebration, a Level 5 Special Event, in a Form Approved by the City Attorney:

Jenny Diersen, Special Events Manager, presented this item and reviewed the background regarding this year's July 4th celebration. She indicated there was a lot of feedback from the community regarding the Council's discussion in April. Many were concerned the City was being unpatriotic if festivities took place on a day other than July 4th. Last year, the July 4th events were canceled. She noted that this event took effort from so many to make it successful. She reported many people and clubs would not be able to participate in the parade if it was held on Friday, July 2nd. She stated the outreach efforts were great and noted Lynn Ware Peek reached out to the Latino community for their feedback.

Council Member Gerber asked if there were comments from the Historic Park City Alliance (HPCA). Diersen stated she included all public comments in the Council packet and noted they preferred holding the parade on July 4th because of possible interruptions for businesses if it was held on July 2nd. Council Member Gerber stated for the most part, the feedback she received was for the parade to be on July 2nd, and the fireworks to be held on July 4th. She suggested having the new Public Works vehicles as part of the parade and noted they were first responders during the pandemic.

Council Member Doilney stated the parade should be held on July 2nd because it was a community event. If Council wanted to invite the entire State, then it should be held on July 4th. Council Member Worel asked if Diersen noticed more people when July 4th was held on Sunday. Diersen indicated historically 30,000-40,000 people attended.

Council Member Joyce thought this was a community event and it shouldn't be advertised to attract people outside the community. Council Member Doilney indicated the Sunday, July 4th events had far more people because other cities celebrated on Saturday. Council Member Gerber asked if the restaurant tax grant could be returned so the City would not be required to advertise the event. It was indicated the City would return those funds. Mayor Beerman stated Council had repeatedly asked staff to find ways to reduce events and support the community. Council might get some pushback, but staff was doing exactly what Council directed. Council Member Gerber stated this date change for the parade was about protecting the children. Mayor Beerman thought the City could learn something by having the parade on July 2nd. Council Members Gerber, Henney, Doilney, and Joyce wanted the parade on July 2nd. Council Member Worel wanted it to remain on July 4th. Mayor Beerman asked for some patriotic event on July 4th like a flag raising ceremony to recognize the actual holiday. Diersen stated the Police Department was holding a Fallen Officers Memorial at Schreurs Plaza on Main Street. The Air Force jets would fly over Park City July 3rd.

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

Diersen asked if park participants could plan activities at the park during the weekend celebration, such as Scouts and rugby teams, or did Council only want volleyball games at the park on July 4th. Council Member Doilney stated the rugby games on July 4th was their fundraiser and they would be advertising, which made him hesitant, but he acknowledged there would also be Park Silly Sunday Market (PSSM) and Car-Free Main Street on July 4th. Council Member Gerber stated PSSM wasn't as much for the locals, and she felt the rugby games at the park were more for the locals. The Council agreed rugby and volleyball could coordinate park activities on July 4th.

Council Member Joyce stated there was now a long weekend for staff with three days of activities and he hoped staff could make it work. Diersen thought there would be some service cost savings by having the parade on the Second. Council Member Worel asked that the City look at drones or lasers for next year instead of pyrotechnic fireworks displays. Mayor Beerman thought it would be nice to add a band or honor guard on July 4th since the parade was on July 2nd.

Council Member Gerber moved to approve changes to the Park City Fourth of July celebration, a Level 5 Special Event, in a form approved by the City Attorney. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, and Joyce

NAY: Council Member Worel

IX) NEW BUSINESS

1. Consideration to Adopt Resolution 13-2021, a Resolution Proclaiming June 2021, as Pride Month in Park City and Pride Month City-Wide Activations:

This item was discussed during the Old Business portion of the meeting.

2. Consideration to Approve Ordinance No. 2021-24, an Ordinance Approving the Pinion Pines Subdivision at 1115 & 1117 Lowell Avenue, Park City, Utah:

Rebecca Ward, Planning Department, with Shanna Smith, applicant, presented this item. Ward indicated the applicant proposed a plat amendment to create two separate lots for a duplex.

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

Council Member Henney moved to approve Ordinance No. 2021-24, an ordinance approving the Pinion Pines Subdivision at 1115 & 1117 Lowell Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Ordinance 2021-25, an Ordinance Approving the Chatham Lots 52 and 53 Amended Plat, Located at 3 and 5 Victoria Circle, Park City, Utah:

Alex Ananth, Planning Department, presented this item and stated this plat amendment was to change a lot line in order to preserve trees.

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

Council Member Joyce moved to approve Ordinance 2021-25, an ordinance approving the Chatham Lots 52 and 53 Amended Plat, located at 3 and 5 Victoria Circle, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Ordinance No. 2021-26, an Ordinance Approving Lot 1, Thomas Replat, Located at 200 Grant Avenue, Park City, Utah:

Alex Ananth, Planning Department, explained the address would be renumbered from 147 Grant Avenue to 200 Grant Avenue if the plat amendment was approved.

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

Council Member Worel moved to approve Ordinance No. 2021-26, an ordinance approving Lot 1, Thomas Replat, located at 200 Grant Avenue, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. FY2021-22 City Manager's Recommended Budget:

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

Council Member Gerber moved to continue the FY2021-22 City Manager's recommended budget to June 17, 2021. Council Member Henney seconded the motion.

RESULT: CONTINUED TO JUNE 17, 2021

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

X) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Three (3) Year Contract with an Option of Two (2) One-Year Extensions, in a Form Approved by the City Attorney's Office, with Farnsworth & Johnson PLLC, in an Amount Not to Exceed \$27,500; and with Gilmore Bell PC, in an Amount Not to Exceed \$38,000 to Provide Park City's Bond Counsel Services

Suggested Action:

Attachments:

[Bond Counsel Contract Staff Report](#)

[Exhibit A: Farnsworth Johnson - Scope of Services and Fee Schedule](#)

[Exhibit B: Gilmore Bell - Scope of Services and Fee Schedule](#)



City Council Staff Report

Subject: Bond Services Counsel Contract Awards
Author: Jed Briggs and Penny Frates
Department: Budget, Debt, and Grants
Date: June 17, 2021
Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to enter into two contracts for Bond Services Counsel for three years with an option of two one-year extensions, in a form approved by the City Attorney's office, with:

- Farnsworth & Johnson PLLC for bond counsel services related to Water Revenue Bond issuance, Storm Water Revenue Bond issuance, future General Obligation Bond issuance if needed, and Refinancing/Refunding of existing debt. ([Exhibit A](#) – Farnsworth & Johnson, scope of services and fee schedule);
- Gilmore Bell PC for bond counsel services related to Sales Tax Revenue, RDA Increment Bond issuance and Refinancing/Refunding existing debt ([Exhibit B](#) – Gilmore Bell PC, scope of services and fee schedule).

Staff recommends Council approve the contract with Farnsworth Johnson, PLLC, not to exceed \$27,500, and the contract with Gilmore Bell, not to exceed \$38,000, to provide Park City's Bond Counsel services. The total cost of the two contracts shall not exceed \$65,500.

Background

Park City anticipates issuing new debt for a variety of capital projects over the next several years, this may include general obligation bonds, water revenue bonds, sales tax revenue bonds, and other municipal financing options over the next five years.

Among other duties, bond counsel will be required to take an active role in assisting the City with respect to the issuance of debt and possibly other financing options, including the public sale or private placement of bonds.

Analysis:

After receiving three proposals during the RFP process, a staff-led committee that included the Budget, Finance, and Legal departments selected Farnsworth Johnson and Gilmore Bell to provide bond counsel. Staff recommends utilizing two bond counsels for different types of bonds, based on their particular expertise. Proposals were evaluated on criteria related to the firm's overall qualifications and experience in bond counsel work and fees and expenses.

City staff has worked extensively with both firms and found them to be highly qualified and to represent the City in a professional manner. Both firms provided competitive bids.

The following fee schedules are based on a bond issuance of approximately \$10,000,000:

Farnsworth Johnson

General Obligation Bond	\$7,500*
Water Revenue Bond	\$10,000
Storm Water Revenue Bond	\$10,000
Refinancing/refunding existing debt	Same as above for the type of bond issue

* does not include bond election services

Gilmore Bell

Sales Tax Revenue Bond	\$16,000
Tax Increment Bond	\$22,000
Refinancing/Refunding existing debt	Add \$2,000 to each of the above fees for an advanced refunding* only

*Advanced Refunding – if conditions are favorable, the City may choose to refinance existing debt at preferential funding terms.

Funding Source

All expenses and fees are part of the issuance of the bond

Attachments

[Exhibit A – Farnsworth Johnson, Scope of Services and Fee Schedule](#)

[Exhibit B – Gilmore Bell, Scope of Services and Fee Schedule](#)

Exhibit A – Scope of Services and Farnsworth Johnson Fee Schedule

In order to be considered for award, bond counsel must agree to meet the City's requirements and provide the services outlined below. Required services include, but are not limited to, the following:

Provide the City with expert legal counsel and assistance on matters pertaining to the issuance and sale of securities including general obligation bonds, revenue bonds, and other municipal financing options for the City and its related agencies which include a Municipal Building Authority, two Redevelopment Agency Project areas, and a Water District.

- A. To make studies and recommendations on all bond related issues believed advantageous to the City.
- B. Prepare resolutions and other legal documents related to the issuance of municipal debt.
- C. To cooperate with recognized financial advisors, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
- D. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
- E. Participate in the preparation of official statements for the issuances setting forth financial and other information about the City and the bond issue.
- F. Participate in the drafting of documents utilized by the City in their financing.
- G. Have representatives present at meetings, when requested or notified, on matters concerning financial techniques and bond issues.
- H. Perform other functions normally contemplated to be within the scope of duties of fully qualified bond counsel including advising the City on the public sale and/or private placement of bonds.

The following fee schedule is based on a bond issuance of approximately \$10,000,000:

General Obligation Bond	\$7,500*
Water Revenue Bond	\$10,000
Storm Water Revenue Bond	\$10,000
Refinancing/refunding existing debt	Same as above for the type of bond issue

* does not include bond election services

Exhibit B – Scope of Services and Gilmore Bell Fee Schedule

In order to be considered for award, bond counsel must agree to meet the City's requirements and provide the services outlined below. Required services include, but are not limited to, the following:

Provide the City with expert legal counsel and assistance on matters pertaining to the issuance and sale of securities including general obligation bonds, revenue bonds, and other municipal financing options for the City and its related agencies which include a Municipal Building Authority, two Redevelopment Agency Project areas, and a Water District.

- A. To make studies and recommendations on all bond related issues believed advantageous to the City.
- B. Prepare resolutions and other legal documents related to the issuance of municipal debt.
- C. To cooperate with recognized financial advisors, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
- D. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
- E. Participate in the preparation of official statements for the issuances setting forth financial and other information about the City and the bond issue.
- F. Participate in the drafting of documents utilized by the City in their financing.
- G. Have representatives present at meetings, when requested or notified, on matters concerning financial techniques and bond issues.
- H. Perform other functions normally contemplated to be within the scope of duties of fully qualified bond counsel including advising the City on the public sale and/or private placement of bonds.

The following fee schedule is based on a bond issuance of approximately \$10,000,000:

Sales Tax Revenue Bond	\$16,000
Tax Increment Bond	\$22,000
Refinancing/Refunding existing debt	Add \$2,000 to each of the above fees for an advanced refunding only

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Relocation Agreement with Lumen Technology, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$85,485.89 to Relocate their Fiber Optic Line at the Quinn's Junction Park and Ride Lot

Suggested Action:

Attachments:

[Lumens Reimbursement Agreement Staff Report](#)

[Exhibit A: Lumens Relocation Agreement for Park and Ride](#)

[Exhibit B: Utility Map](#)

City Council Staff Report

Subject: Lumens Relocation Reimbursement Agreement
Author: John Robertson, City Engineer
Department: Engineering
Date: June 17, 2021
Type of Item: Consent

Recommendation

Authorize the City Manager to sign the relocation reimbursement agreement between the City and Lumen Technology and pay the required amount of \$85,485.89 for the relocation of their fiber optic facilities to accommodate construction of the City's Quinn's Junction Park & Ride lot.

Background

The proposed park and ride (P&R) lot at Quinn's junction at the intersection of Old 40 and State Route 248 requires the relocation of existing utilities to accommodate the proposed 465 stall parking lot and bus stops. This agreement is the third of three required agreements for the relocation of three fiber optic lines that currently lie within the P&R site. The other two agreements have been executed and those fiber optic companies are in the process of scheduling their work which is anticipated, along with Lumen Technology facilities, to be completed before the end of this summer.

Analysis

The City standard procurement process is not followed due to the fact that fiber optic utility is owned and maintained by Lumen Technology. Therefore, since the City is requesting that the fiber is relocated to construct the park and ride lot we have requested them to relocate their facilities.

Funding

These costs are covered under the Quinn's Junction Park and Ride capital project. The P&R project is eligible for programmed funding from the Federal Transit Authority (FTA) through UDOT to construct the facility at this location. Design and construction costs will be reimbursed once those funds are allocated to the City.

Attachments

- A Relocation Reimbursement Agreement
- B Utility Map

RELOCATION REIMBURSEMENT AGREEMENT

THIS RELOCATION REIMBURSEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2021, by and between Qwest Corporation d/b/a CenturyLink QC, (CenturyLink) with primary offices located at 931 14th Street, Denver, CO 80202 and Park City Municipal Corporation, a Utah municipal corporation, (City") with primary offices located at 445 Marsac Ave, Park City, UT 84060.

WHEREAS, City has requested CenturyLink to relocate a portion of its telecommunications network in order to accommodate the City's project needs related to the Quinn's Junction. Park & Ride Lot at and near Quinn's Junction, I-40 & SR 248, Park City, Summit County, Utah (hereinafter the "Relocation"); and

WHEREAS, City has agreed to reimburse CenturyLink all costs related to the Relocation as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Scope of Work:

CenturyLink will relocate its facilities and perform the necessary activities with respect to the Relocation as set forth in Exhibit A.

2. Payment.

City shall reimburse CenturyLink the Actual Cost of the Relocation identified in this Agreement. City shall pay the Cost Estimate upon execution of this Agreement. The estimated cost of this Relocation is _____. CenturyLink will begin the work contemplated herein upon receipt of such payment. In the event the Cost Estimate differs from the total Actual Cost of the construction, City will promptly pay any additional amount shown to be due, it being the intent of this Agreement that the payment required shall be based on the total actual construction cost. "Actual Cost" of construction shall include the following: labor and materials of CenturyLink and all related amounts invoiced to CenturyLink by any third parties.

B. Invoiced amounts are due upon receipt and will be considered past due and subject to a late fee if not paid on or before the thirtieth (30th) day past the invoice date unless a specific due date is identified herein ("Due Date"). Payment will be in United States currency.

3. Indemnification.

A. City will indemnify and hold CenturyLink harmless from and against any and all loss, liability, demand, claim, damage and expense (including reasonable attorneys' fees) for damages to any property or injury to or death of any person to the extent caused by City or its contractor's negligence or willful misconduct.

B. CenturyLink will indemnify and hold City harmless from and against any and all loss, liability, demand, claim, damage, and expense (including reasonable attorneys' fees) for damages to any property or injury to or death of any person to the extent caused by CenturyLink or its contractor's negligence or willful misconduct.

C. CenturyLink shall not be liable for damages brought about by interruptions in work or failure to complete construction or any claim arising under or out of this Agreement caused by any act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in CenturyLink's facilities.

D. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

E. The provisions of this Section shall survive the termination of this Agreement.

4. Waiver. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but such provisions shall, nevertheless, be and remain in full force and effect.

5. Notices. Notices will be in writing and delivered to the addresses above by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered either on the delivery date or on the date of return receipt acknowledgment (in the case of certified US Mail).
6. Governing Law. This Agreement shall be governed by the laws of the State of Utah.
7. Assignment. City shall not assign its rights, obligations, and interest in this Agreement without prior written notice to and the written approval of CenturyLink.
8. Beneficiaries. Except as set forth in this Agreement, nothing in this Agreement is intended to provide any

legal rights to anyone not an executing party of this Agreement.

9. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related; there are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties in order to be enforceable.
10. Permits. CenturyLink shall be solely responsible for obtaining any necessary rights-of-way, encroachment permits, licenses, approvals or any other authority required for CenturyLink to maintain its occupancy and use of the right-of-way during and after completion of the construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Qwest Corporation d/b/a CenturyLink QC

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

Park City Municipal Corporation

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

Exhibit A
to the
Relocation Reimbursement Agreement

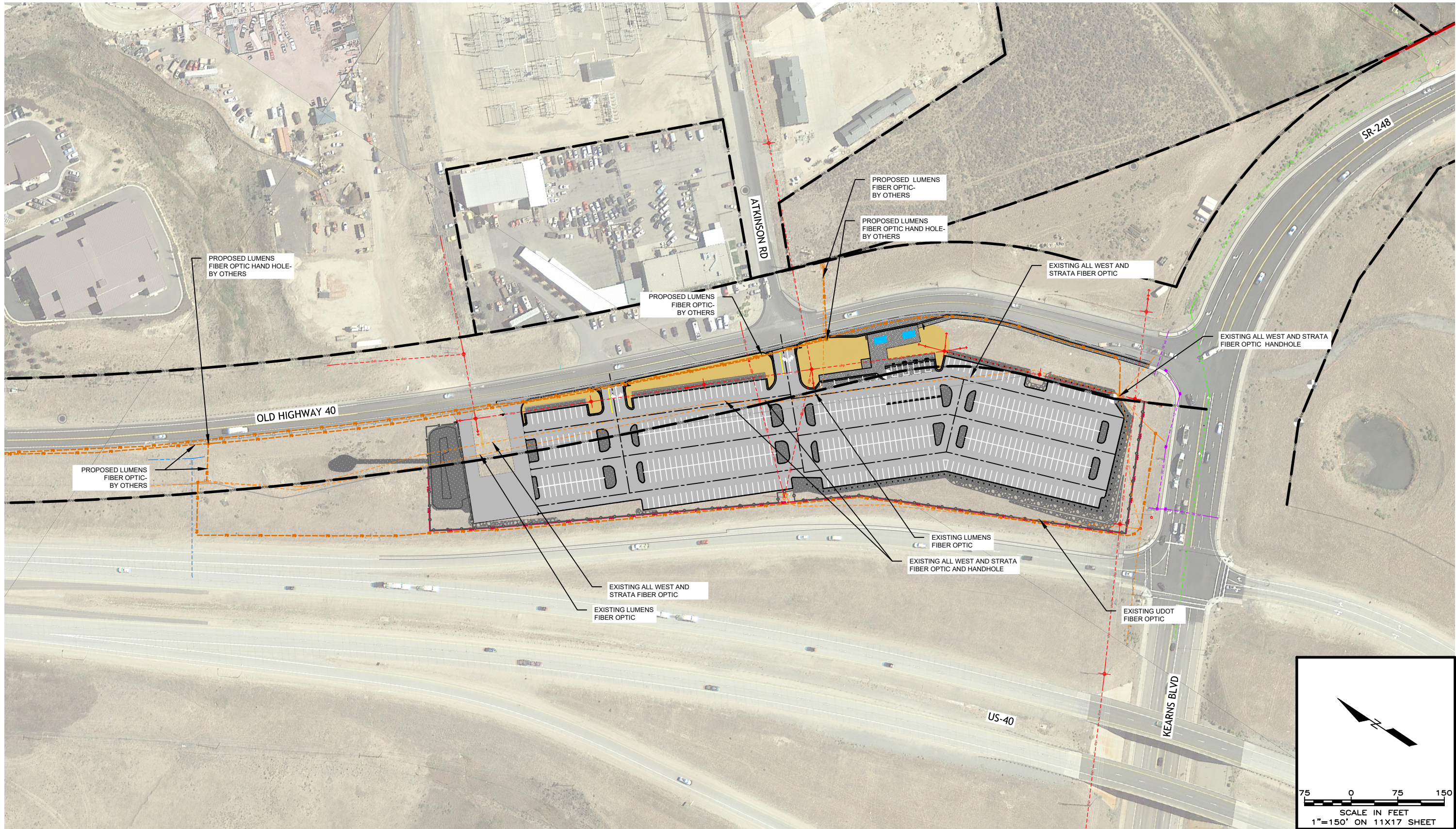
Description of the Relocation:

Park City desires to relocate the Park & Ride at Quinn's Junction at the interchange of State Road 248 and Highway 40 on the route of the Summit County right-of-way ("Utility Relocation"). Lumen Technology, Inc (Lumen) owns fiber optic cable and other equipment within the aforementioned right-of-way. Lumen will relocate their existing fiber optic cable to avoid conflicts with the proposed Utility Relocation to the location shown on the attached relocation plans.

Map as facilities exist today: Attached

Estimated - map of facilities post-Relocation (subject to true up following completion): Attached

DWG File: C:\pwworking\aeom\ds21 na 2020\dms68851C-200-206 UTILITY PLAN.dwg



REV	DATE	DESCRIPTION
C	04-13-2020	90% PACKAGE
B	08-14-2020	60% PACKAGE
A	01-24-2020	30% PACKAGE

90% PLANS

PRELIMINARY
NOT FOR
CONSTRUCTION

Consultant:
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100
Submitted By: _____

Client:
PARK CITY
1884
Approved By: _____

Designed By:
J. UPRIGHT
Drawn By:
J. UPRIGHT/
S. CARROLL
Checked By:
G. STONE
Approved By:
J. UPRIGHT

QUINN'S JUNCTION PARK AND RIDE
LUMENS (CENTURYLINK) FIBER
EXHIBIT DRAWING

1" = 150' @ 11X17
CADD Filename:
C-200-206 UTILITY PLAN.dwg
Submital Date:
5/27/2021
Contract No.:
60600697
Alignment: _____ Sheet No.: 11
42

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Stanley Consultants Inc. in an Amount Not to Exceed \$1,089,444.00, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Park Avenue Re-Construction Project Staff Report](#)

[Exhibit A: Project Area](#)

[Exhibit B: RFP Response](#)

[Exhibit C: Scope of Services](#)

[Exhibit D: Pilot Program Continued Improvements](#)

City Council Staff Report



Subject: Professional Services Agreement for Design and Construction Management Services for Park Avenue Re-Construction Project
Author: Corey Legge, PE, Deputy City Engineer
Department: Engineering
Date: June 17th, 2021
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Stanley Consultants Inc. for an amount not to exceed One Million Eighty Nine Thousand Four Hundred and Forty Four Dollars (\$1,089,444.00).

Executive Summary

The Park Avenue Re-Construction Project from State Route 224 to Heber Avenue is a significant roadway and utility improvement project that will; rehabilitate the roadway surface, reconstruct curb gutter and sidewalk, improve/upgrade wet utilities (water/storm drain/wastewater), coordinate improvements of dry utilities, and perform roadway diet techniques to improve walkability/bikeability of the corridor. At this time, staff estimates the total project to cost approximately \$8,000,000.00. It is part of the scope for Stanley Consultants Inc. to provide cost estimation for the project a key milestones.

Staff recommends delivering this project using a Construction Manager/General Contractor (CM/GC) process. This method enables the City to procure a contractor to provide feedback during the design phase before construction. CM/GC benefits projects with complex components and anticipate much public involvement, which may impact the schedule.

Staff administered a formal Request for Proposals (RFP) to publicize the project per the City's Contracts and Purchasing Policy and received proposals from five (5) engineering consulting firms. The selection committee agreed that Stanley Consultants is the candidate that provided the best response. Stanley demonstrated relevant experience in the Park City area, and staff believes they provide an expert and highly qualified team at a fair price. Per the City's Contracts and Purchasing Policy, all contracts over \$25,000 require Council approval.

Background

The project will replace the roadway, curb and gutter, and sidewalk in order to improve the utilities. Staff sees this blank canvas as an opportunity to put back a better

functioning neighborhood street (location of sidewalks, drive lanes, and other amenities). The [Park Avenue Redesign Pilot Program](#) was implemented on May 12, 2021, and is intended to experiment with a streetscape that better reflects a neighborhood aesthetic and less focused on vehicle throughput. The selected alternative included a parking lane on the west side of Park Avenue, removal of on street parking on the east side of Park Avenue, placement of an advisory bike lane for southbound bikes, and markings for “sharrows” within the travel lane for northbound bikes. Staff will continue to engage the neighborhood and receive feedback on streetscape design. The Pilot Program will be in effect until a final design is chosen, and will help inform the outcome.

Staff is compiling feedback received thus far, and will report back to Council at a future meeting. Thus far, most of the feedback revolves around the lack of a centerline. Staff has added some additional centerline channeling as a result and has several additions yet to be completed (additional ROW traffic control devices – see Exhibit 4). Somewhat unsurprisingly, the public comment thus far has not been about the reduction in on-street parking. Though parking remains an emotional issue in any neighborhood, staff was confident that adequate parking remained to balance the resident, visitor and business interests on the street.

This project will use the Envision Sustainable Infrastructure Rating System to rate the community, environmental and economic benefits. The Envision Rating System is supported by the Institute of Sustainable Infrastructure (ISI). A short description of the program is provided below:

- The Envision Sustainable Infrastructure Rating System provides a holistic framework for evaluating and rating the community, environmental and economic benefits of all types and sizes of infrastructure projects. It evaluates, grades and gives recognition to infrastructure projects that use transformational, collaborative approaches to assess the sustainability indicators over the course of a projects life cycle,
- Every infrastructure project has an important impact on all five Envision categories. The five categories are Quality of Life, Leadership, Resource Allocation, Natural World and Climate and Risk,
- The assessment is performed by someone who is trained in the use of the Envision Rating System and is credentialed by ISI. This credential is an Envision Sustainability Professional (ENV SP). Stanley Consultants has a credentialed staff member on this team to perform the assessment.

By using the Envision Rating System, staff will have a better understanding of our sustainable practices. This is a learning experience and will help staff understand and make adjustments to our systems to optimize our sustainable practices. Staff anticipates that on future projects, staff will require a minimum number of credits to be earned for each project.

Analysis

The CM/GC contract delivery approach will be utilized for this project and requires the involvement of a contractor early in the design process. The CM/GC contract delivery approach is intended to meet and incorporate the City's competitive bidding requirements for the construction work while addressing the complexities of the project. CM/GC is intended to address the following goals:

- Increase effectiveness and constructability of the design through contractor's input during a pre-construction phase.
- Develop more accurate cost estimates early in the design process through cost modeling and value engineering based on input by the contractor, thereby enabling the City to make more informed cost related decisions.
- Participate in open houses with the public to best communicate anticipated construction related impacts throughout various phases of the project.
- Reduce post-design services and construction time by providing the opportunity to tailor the design to a contractor's strengths, preferred means and methods, and selected vendors/suppliers submittals and schedules.
- Provide the ability to procure early work packages, mitigating the risk of construction price volatility and accelerating the schedule.

Staff administered a formal Request for Proposals (RFP) to publicize the project per the City's Contracts and Purchasing Policy and received proposals from five (5) engineering consulting firms. A selection committee evaluated the proposals based on the following criteria; experience on similar projects, strength of individuals committed to the project, CM/GC project delivery experience, and public involvement experience.

Stanley Consultants was the top ranking firm and the selection committee opted to not shortlist interview other firms. The final scope of services and proposed fee were negotiated with Stanley Consultants.

Department Review

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

Funding Source

Capital Project CP0385 contains funds to complete the overall project. Funding for OTIS projects are part of the Council adopted 10-year Additional Resort Communities Sales Tax plan and the 5-year CIP.

Exhibits

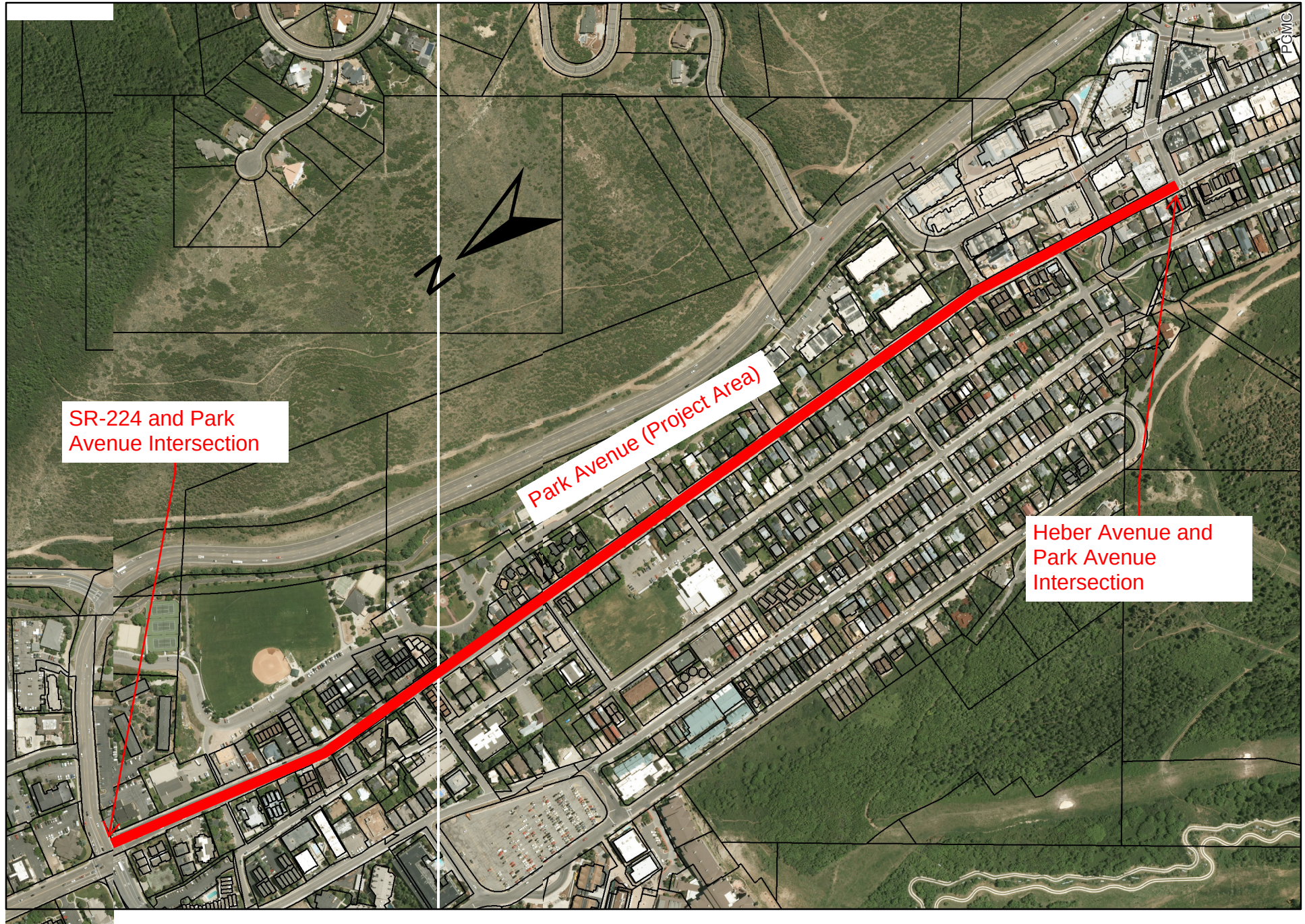
Exhibit 1: Project Area

Exhibit 2: RFP Response

Exhibit 3: Scope of Services

Exhibit 4: Pilot Program Continued Improvements

ATTACHMENT A - Park Avenue Reconstruction



STANLEYCONSULTANTS

Park City Municipal Corporation

Park Avenue Roadway and Utility Improvements Between SR 224 and Heber Avenue Engineering Services

January 8, 2021





STANLEYCONSULTANTS, Inc

6975 Union Park Ave » Suite 300 » Cottonwood Heights, UT 84047
801.559.4600 » stanleyconsultants.com



January 8, 2021

Mr. John Robertson, City Engineer
Park City Engineering Office
445 Marsac Avenue
Park City, UT 84060

Re: **Request for Qualifications**
Park Avenue Roadway and Utility Improvements between SR 224 and Heber Avenue Engineering Services

Dear Mr. Robertson:

Gone are the times when projects revolved around automobile flow and parking. Park City (City) has evolved into a community that also needs to accommodate pedestrians, bicycles and public transit. We understand the City's mission to -Keep Park City "Park City"- with a focus on enhancing the City's small-town sense of community and historic character, within its beautiful natural setting. Executing this Park Avenue project with a strong context sensitive focus will help the City achieve this important mission. Our experience has shown that the Construction Manager/General Contractor (CM/GC) project delivery process is an excellent method to integrate the City's citizens in this project's design development and decision-making process.

Our Park Avenue Reconstruction Design team consists of **Stanley Consultants, Bowen Collins & Associates (BC&A) and VIA Consulting**, with support from **KCI** and **Applied Geotech (AGEC)**. Each member of our team is fully available to service this project.

Stanley Consultants brings extensive Park City roadway design experience, deep CM/GC expertise, in-house survey and ROW capabilities and in-house construction management services. Our team helped guide the City through their first, and very successful, transportation CM/GC project on Deer Valley Drive. On this project, through collaboration with the City and the CM/GC contractor, we identified several improvements that mitigated construction impacts and reduced costs. We also assisted the City with the Lowell Avenue and Empire Avenue Reconstruction projects, as well as developed the City's Stormwater Master Plan.

Our team has proven
Park City CM/GC
experience.

BC&A, our utility coordinator, brings the key benefit of seamless integration of the water and sewer design and roadway design into one bid package. Kim Clark, VIA Consulting, with a long and successful track record in Park City, provides the continuation of an excellent and integrated public involvement process that will be vital to the success of this project.

Our project manager, Vance Hanson, will direct our Park Avenue team from design through construction. He is a seasoned manager with many notable and successful Park City projects to his credit from both the design and construction perspective.

Through our site visits and meetings with City staff we have determined the key elements to a successful outcome on this project are:

- | | | |
|-------------------------------------|------------------------------------|--------------------------------------|
| » Accessibility during construction | » Intelligent utility coordination | » Balancing parking with pedestrian, |
| » Construction phasing | » Thorough public involvement | bicycle and bus traffic |

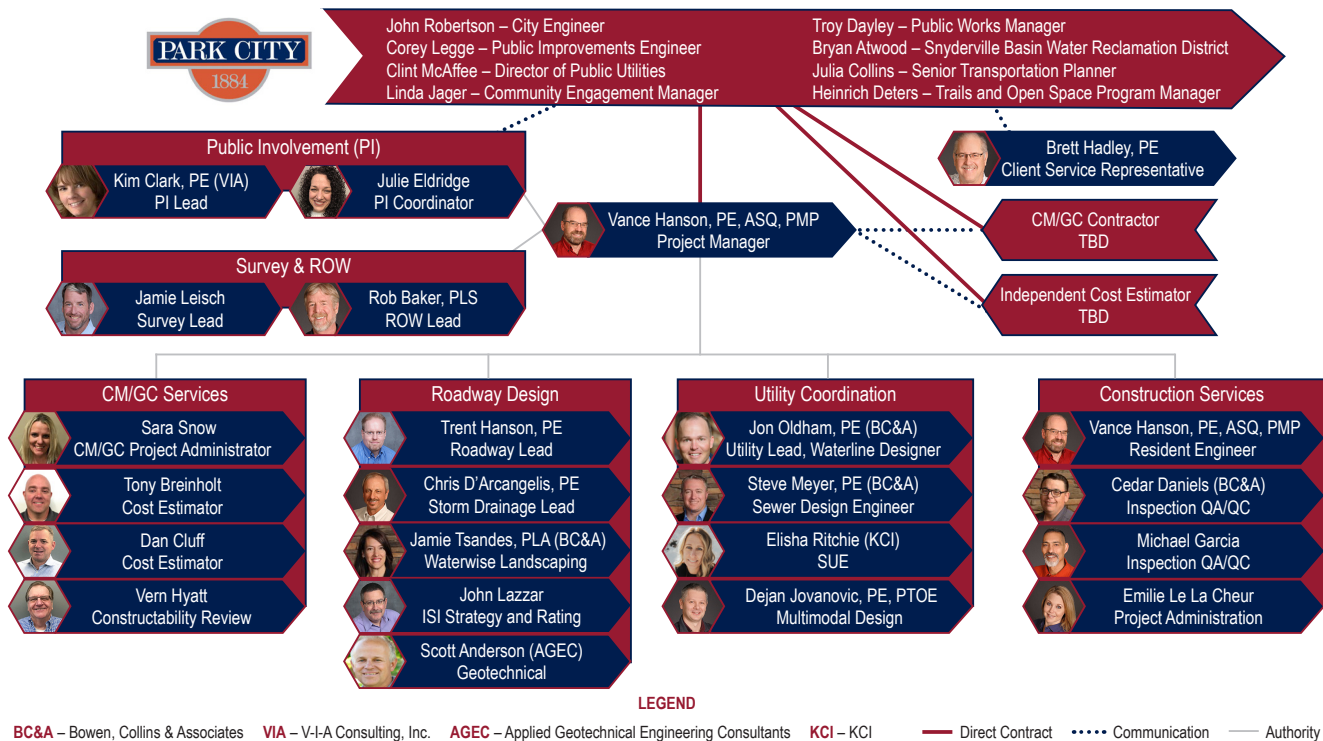
In this proposal you will find an organized plan for each of these key elements.

We provide a one-stop-shop for you and your staff that will lighten your project-related burdens. You can depend on our responsiveness and full dedication. We will be your partner that you can rely on to meet your quality and schedule expectations, to deliver a superior project in the heart of Park City, and that continues to find innovative ways for the City to accommodate all modes of transportation.

I will be the primary contact for selection notification on this project and may be reached at (801) 293-8880 or via email at hadleybrett@stanleygroup.com. We look forward to hearing from you in the near future.

Sincerely,

Brett Hadley, PE
Project Principal
Stanley Consultants, Inc.



Stanley Consultants is very excited with Park City's election to utilize the CM/GC delivery method for the Park Avenue project. Life-cycle project delivery using the CM/GC method is our specialty!

Experience with CM/GC, Road Diet Design and Utility Improvements



Stanley Consultants

We bring Park City (City) a proven, well-defined, enhanced and experienced project delivery team with a solid background in the CM/GC delivery process. Our CM/GC project delivery model has been adopted by local municipalities, transit agencies, and DOTs and is currently being used by UDOT. *Fun Fact* If the contractor that you select for this project has worked on a UDOT CM/GC project in the last six years, they will be familiar with the enhanced CM/GC project pre-construction model that we created. Our unique team of designers, former contractors and construction managers have successfully delivered over 33 CM/GC projects. This experience was a key element to the success of our work on the Park City Deer Valley Drive CM/GC project.

Stanley Consultants has gained valuable lessons learned over the years working on CM/GC projects and is eager to apply them on Park Avenue.



VANCE HANSON, PE, ASQ, PMP » PROJECT MANAGER / VALUE ENG. / COST ESTIMATOR
BSCE | 35 YRS EXP

Over the last 23 years Vance has specialized in alternative delivery methods such as CM/GC and Design-Build. His management roles on alternate delivery projects include: Program Manager/Owners representative - 10 projects, Design Manager (for the contractor) - 2 projects, and Quality Manager - 3 projects. For the majority of these projects, Vance oversaw implementation of robust stakeholder programs for contractors, designers, owners, residents and business owners.

Vance's experience with the City includes QA oversight, assisting our project manager on the Deer Valley Drive CM/GC and Lowell Avenue projects, providing technical oversight on the Royal Street Retaining Wall and oversight on the Storm Drain Master Plan. Vance strategized on local issues such as contractor staging, utility coordination, hazardous material removal vs. reuse, constructability, parking and drive approaches. In our Road Diet and Bicycle/Pedestrian designs, Vance will be assisted by **Trent Hanson**, **Dejan Jovanovic** and others. Vance is a long term resident of Summit County and lives only 15 minutes from the project site.

Our recent Road Diet design experience includes the Murray City, Vine Street preliminary and final design, environmental document and utility relocation project. **This project included developing and executing a public process for the initial design for converting a four lane facility to a two lane facility with parking and new bike lanes.** Full subsurface utility engineering (SUE) was developed for subsurface utilities for the overhead relocations and the full reconstruction. Although the Lowell Avenue project was not technically a road diet project, it required several road diet principals to be coordinated, such as bicycle and pedestrian safety and mobility, parking, access, drainage and traffic calming.

Our design team understands the complexity of this project and recognizes that there are many unknowns. The City can be confident that Stanley Consultants isn't just familiar with CM/GC, we are the experts in this project delivery method. We will provide the City with a dedicated CM/GC project administrator and team during project delivery. Based on our prior CM/GC project deliveries, this has proven critical to success. Sara Snow, a former contractor with decades of estimating and hands-on field construction experience, working as your CM/GC administrator, will save the City time, money, hassles and headaches. We know that having a dedicated owner's CM/GC administrator that speaks the same language as the CM/GC Contractor and Independent Cost Estimating (ICE) teams is a vital asset in our CM/GC Success Plan.



**SARA SNOW » CM/GC PROJECT
ADMINISTRATOR**

Sara has over 22 years of experience working as a contractor. Her experience in estimating and field operations on transportation and heavy civil projects span all aspects of roadway construction and utility work. Her estimating and contractor negotiations skills were a critical element for UDOT in revamping their CM/GC project delivery process. Sara uses her knowledge of construction operations and production-based estimating to strategically facilitate contractor cost negotiations between owners and project team members. She will be operating in a hands-on daily operations project delivery role as the Stanley Consultants CM/GC Project Administrator for the Park Avenue project. Understanding that confident and justifiable estimates are at the heart of every successful CM/GC project, Sara will be assisted by other former contractors on our team in **Tony Breinholt, Dan Cluff** and **Vern Hyatt**.



BC&A maintains longstanding and excellent relationships with Park City Public Utilities and Snyderville Basin Water Reclamation District (SBWRD), having successfully worked together on multiple past projects. These relationships will allow BC&A to effectively coordinate and partner with the City, SBWRD and the CM/GC team. They are very knowledgeable about the City's and SBWRD's overall utility systems and their standards and specifications. They will use this background to improve the efficiency of design efforts and coordinate with the CM/GC contractor and team to enhance the effectiveness and constructability of the design.

BC&A is currently working in Park City with two different CM/GC teams and the City Public Utilities Department on multiple utility and support facility projects. These experiences validate the advantages of the CM/GC teaming and project delivery approach for constructing critical infrastructure improvements, while minimizing disruption of public services within Park City. They know it is essential to develop a strong sense of partnering up front with the CM/GC team for a successful project. Each of their CM/GC experiences has provided early work packages and coordination to reduce price volatility and accelerate the construction schedule.



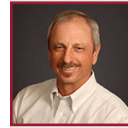
**JON OLDHAM, PE » UTILITY LEAD, WATERLINE
DESIGN**

BSCE | 20+ YRS EXP

Jon will manage all utility coordination and engineering for the waterline and sewer design. He has over 20 years of experience and has provided engineering services for the City for over 14 years on more than 60 design, planning and construction projects. He designed the waterlines for the Lowell Avenue Reconstruction, Empire Avenue Reconstruction, and Deer Valley Drive Reconstruction (CM/GC) projects as part of the Stanley Consultants design team. He has designed over 15 separate waterline projects for Park City Municipal and numerous other waterline projects in the Park City area and is currently the engineering project manager for two CM/GC teams working with the City. Jon will be assisted by **Steve Meyer** and others on his water and sewer design plans. BC&A is a Utah-based engineering firm and has been providing design, construction management and environmental services to Park City Municipal since 2006 and SBWRD since 2000.

As part of the Storm Drain Master Plan development, Stanley Consultants developed a Storm CADD model of the City's entire storm drain system.

We videotaped sections of the storm drain along Park Avenue where there were flooding concerns. Subsequent to the final master plan we have updated the model with several new segments to the system. We also trained City personnel on updating the model utilizing GIS with Storm CADD. We will utilize this existing information in the CM/GC process to develop the new system with input from the contractor for constructability and efficiency.



**CHRIS D'ARCANGELIS, PE » STORM DRAINAGE
LEAD**

BSCE | 34 YRS EXP

Chris is a Senior Water Resources Engineer and has particularly strong skills in hydraulic analysis, computer modeling and design, and preparation of final plans, specifications, and estimates. He has served as project manager and drainage design engineer on a multitude of projects with various agencies, cities, and municipalities.

Experience Designing within Contaminated Soils Districts



Applied Geotech (AGEC) provided geotechnical engineering services for the reconstruction of Deer Valley Drive (CM/GC), Lowell Avenue and other areas in the City. We have found that early involvement of the geotechnical engineer in a CM/GC environment, coupled with geotechnical testing and consultation during construction, can help the contractor and the CM/GC team make better decisions and adjust the design and construction process, if needed. This can result in reduced risk and a lower cost to the City.



SCOTT ANDERSON, PE » GEOTECHNICAL LEAD

MSCE | 29 YRS EXP

Scott will be the geotechnical project engineer for AGECE. Scott is familiar with the subsurface soil conditions in the Park City area and has provided geotechnical engineering services in the area for 29 years. Subsurface conditions in the area can vary significantly. His past experience includes a variety of City projects with contaminated soils including roads, water and sewer lines and other publicly funded projects. AGECE has the equipment to perform field and laboratory resistivity testing and other tests to evaluate the corrosion potential of soil toward buried metal and concrete utilities.

Proactive Public Involvement



KIM CLARK, PE » PUBLIC INVOLVEMENT LEAD

BSCE | 27 YRS EXP

Kim has a long and successful PI history with the City and has worked on multiple studies and projects in the Park Avenue area. She was the Public Outreach Coordinator on the Deer Valley Drive CM/GC Project and also on the Lowell Avenue Construction Project. Kim has worked on a number of CM/GC projects for UDOT including multiple bridge projects along the I-80 corridor where bridges were replaced in 48 hours or less, requiring significant coordination with the contractor and the traveling public. These experiences have taught her the importance of strong relationships with all partners including the owner, the contractor and the designer. Kim has over 27 years of experience in the transportation arena and understands the importance of creating an outcome that is acceptable to all parties. Her prior experience as a design engineer and project manager provides a



clear comprehension of the design and construction processes. Kim will be assisted by **Julie Eldridge** in developing and implementing the Park Avenue PI plan.

Based on our discussions with the City there are several issues tied to the reconstruction of Park Avenue that will require skillful PI strategies and internal and external stakeholder interactions. For example, any changes to current on-street parking, coordination with the public and businesses, and coordination with transit and MOT solutions for local and out-of-town traffic. We are also aware that the potential removal of Park Avenue shoulder planters near the library may be a concern to some citizens. **Our team is excited to introduce a potential innovative solution in “Edge Lanes” that would allow the flow of bicycles and vehicles without widening the road or removing the planters.** This “Edge Lanes” concept would need a well-developed PI plan if introduced to the public.

Firm's Experience with ISI

Stanley Consultants has provided ISI certified staff to conduct informal ISI evaluations on several past City projects, including Deer Valley Drive, Lowell Avenue and Empire Avenue. During the design phase of each of these projects, our team members evaluated sustainability principles and strategies with the City from a benefit/cost perspective.



JOHN LAZZARA » ISI STRATEGY AND RATING
BSCE | 34 YRS EXP

John is an ISI Certified professional with many formal ISI and sustainability evaluations to his credit. He specializes in preliminary engineering designs and environmental studies with an emphasis on public/agency coordination and sustainable designs. His sustainability and green infrastructure input and context sensitive suggestions during the design phase helped one of his recent roadway projects achieve an ISI Platinum Level award. On this project he will provide ISI strategy and evaluation oversight services to our team. John will guide the ISI team in developing the ISI requirements.

Other Team Members



ROB BAKER, PLS » RIGHT-OF-WAY LEAD
BSCE | 34 YRS EXP

Robert's experience includes providing mapping, boundary and ROW services for various Park City projects including the Deer Valley Drive, Empire Avenue, Lowell Avenue Roadway Reconstruction projects and the Royal Street Retaining Wall project. Robert's role on this project will be assisting in the acquisition of field data, performing all necessary records research, boundary calculations, base mapping and preparing documentation as necessary for the Sullivan Alley resolution. Rob will be assisted by **Jamie Leisch** in his design survey and ROW work.



ELISHA RITCHIE » SUE SPECIALIST, KCI
BSES | 21 YRS EXP

Elisha has successfully managed and directed hundreds of SUE projects in Utah. Her experience includes managing the data collection of existing utilities and completing projects on schedule and within budget for Park City, UDOT and municipalities in Utah. She provided SUE services for the Stanley BC&A team on the recent Lowell Avenue reconstruction project. Elisha and her team will work closely with the CM/GC team to provide vital Quality Level B and A utility information to minimize impacts to stakeholders and the schedule.



BRETT HADLEY, PE » CLIENT SERVICES REPRESENTATIVE
BSCE | 26 YRS EXP

Brett grew up in Park City and has an understanding and passion for its vitality. At no cost to the City, Brett worked on the Lowell Avenue and Empire Avenue projects as the client liaison to make sure our team met the City's needs. He will provide that same service on this project at no cost.

Ability to Draw on Other Qualified Personnel

Stanley Consultants has a wealth of well qualified resources available that we can draw upon for this project, if required. Our national Center of Excellence for alternative delivery and CM/GC is right here in Utah, but we also have additional resources close by in our Phoenix and Denver offices. Stanley Consultants is a US-based company with over 200 transportation design staff. BC&A has over 75 local in-house professionals experienced in civil, electrical and structural engineering, landscape architecture, environmental permitting, drafting and construction management. Stanley Consultants also has nine members in the company that are ISI Certified, within various disciplines, each individually available, if requested.

Our CM/GC Plan for Project Success

RFQ Preparations / Negotiations



Our CM/GC platform is structured for seamless preparation of pre-construction designs and estimating deliverables. We understand the balance between maximizing the CM/GC process by having contractor input, and making sure that the project remains severable and able to be built by anyone, should it need to go out to bid. This built in “severability” also helps the CM/GC contractor feel some market pressure to keep their pricing lean and efficient.

Our Team will work closely with the CM/GC contractor to identify early work packages. On our UVU CM/GC project this provided significant cost savings and schedule benefits. The Stanley Consultants CM/GC model allows for quick alternate scope integration to optimize the project budget. This enables us to make sure we are capturing all innovations and mitigating risk in our design deliverables. Our estimating bid workbooks, for use by the project estimating teams, were developed based on decades of contractor estimating experience. Our seamless integration with industry standard estimating software (HCSS and Bid 2 Win) allows for a large amount of detailed cost information to be provided to project owners in an understandable format. This will allow the City and the project team to know if the contractor's pricing reflects market value.

Our project delivery method maintains a blind estimate between the estimating teams. Stanley Consultants' CM/CG delivery process provides complete transparency on subcontracted and materials pricing, while ensuring separate development of the estimates between the owners/engineer, the contractor's pricing and the ICE team. This further provides the City with the ability to maintain full severability without the concern of protest, should you elect to sever the pre-construction contract with the contractor and use a design-bid-build method. With the Stanley Consultants CM/GC delivery model the City will have confidence that they are not paying more for the CM/GC method. Stanley Consultants has built in additional quality control checkpoints in the life-cycle project delivery to verify that the City is paying fair market cost for all scope of work items.



CM/GC Teamwork



Stanley Consultants understands that collaboration and building a strong framework for a successful project starts day one. Based on our CM/GC project experience we have found that getting the contractor and ICE involved prior to the start of the design work is the best approach. This saves the project time and money by reducing rework and redesign. We will hold weekly estimating team coordination meetings with the City, contractor and ICE. We will use a collaboration-focused and project-specific Google site for this project, to allow the team to share information in a transparent manner. Having a well-documented risk register, pre-construction RFI log, as well as open action list of subcontractor quotes/bid packages, all in one central location, allows the project team to increase efficiency. If constructability and innovation suggestions provided by the CM/GC Contractor are incorporated and implemented in the design, they can be priced to allow the City to make timely and informed decisions on each option and identify the “Best Value” alternatives.

Development of Plans and Specifications



We bring the City the distinct advantage of over 10 years of working with the City's roadway, water and storm drain specifications and BC&A's 20 years of working with SBWRD specifications. Our experience allows our team members to have efficient and insightful communications with the City on the development of the best specifications to use on this project.

The CM/GC process will allow the contractor team to bring their considerable expertise and creativity to the specification development process. A good specifications development “Lesson Learned” occurred on our prior Lowell Avenue and Empire Avenue projects where soil conditions made reusing soil excavated for utility replacements very difficult. To avoid change orders during construction and avoid the risk of higher than market value prices, we created both export and import trench fill pay items during the design phase, to anticipate this problem and better manage the associated risk.

Our Project Management Plan and Integration of SBWRD Requirements



Prior to kickoff, we will develop a detailed Project Management Plan. Our Park Avenue Project Management Plan will be critical to the success of the CM/GC process since it is different than a traditional project. Our team has developed CM/GC oriented plans for Park City on Deer Valley Drive and for UDOT. Our plan will outline the interaction, communication and documentation between the stakeholders including the City, Engineering, Public Utilities, Public Works, SBWRD, the contractor, property owners, utilities, businesses, transit and residents.

As a management function, we will review the ISI Envision checklist during the kickoff meeting. This will enable the team to watch for opportunities to score applicable credits and brainstorm ideas as design begins. We recognize that there is a significant PI component to ISI ratings. We will plan our PI meetings to address these issues. We will also track these items and review at each design meeting to monitor progress. We will score and rate the project using the ISI Envision Rating System.

Our Stanley Consultants/BC&A team simultaneously coordinated requirements and project objectives with the City and SBWRD to develop Deer Valley Drive, Empire Avenue and Lowell Avenue project designs. Our understanding and experience with the City and SBWRD utility

systems and standards, and our relationships with management and operational personnel, will allow us to develop and manage an efficient integrated design for the Park Avenue project.

Schedule – We have developed a preliminary project schedule in conjunction with our designers and prior contractor estimators. We have also developed a concept construction phasing plan and as a result expect that the CM/GC process will allow for: early action items such as utility relocations prior to spring of 2022, award of a fixed price contract for construction in the spring of 2022 and construction completion in 2023.

Our Public Involvement Plan



The Park Avenue area is an important community asset as it provides access to neighborhood services and amenities including the library, the library field, Miners Hospital and historic Main Street. Kim Clark brings an extensive knowledge of the area from her past work with the Lower Park Avenue Design Studio, as well as her work with the Park City Seniors to relocate the Senior Center and develop plans for a community center near the Miners Hospital. We will build on the outreach that has already been done for the Park Avenue corridor, including a survey and outreach on “Engage Park City” that was done this summer with the residents in the area. This will enable our team to quickly coordinate with the City regarding previous concerns related to the corridor and utilize established City channels of communication, including a direct connection to the City website, to continue the current flow of communication.

The residents along the corridor include full time residents and a large number of second homeowners. The challenge for this project is to reach those that are not available throughout the year. Using our experiences from the Lowell Avenue project, we propose reaching out to the residents throughout the corridor, specifically those directly impacted, using the US postal service and providing a survey to gather contact information and concerns. This approach significantly assisted the project team throughout design and construction.

We have had success with having contractors participate in PI open house/virtual meetings. This allows for many issues to be addressed prior to the start of construction, eliminating some risks and also creating a dialog for future discussions in the field. **The PI Team will work with the design group to provide input on the plans and specifications so that PI commitments made are carried out through construction.**

Our Road Diet and Geometry Design Plan



Our approach to the road diet and bicycle/pedestrian plan will start with the concept layouts already provided to the City Council for the restriping project. We have developed 2 additional bicycle and pedestrian safety approaches shown in Exhibits 1 and 2 at the top of page 5. Our approach would also provide additional concepts/opportunities to add road diet features and Gateway or Place Making features along Park Avenue, including at the intersection of Park Avenue and Deer Valley Drive. Our team has conducted additional research on other unique systems, such as the “Edge Lanes” approach, see Exhibit 3 at the top of page 6, that may be an option in certain restricted areas within the corridor, such as the the pinch point near the library. A robust PI effort during this road diet phase will be essential for a successful process. We will utilize the contractor, estimators and ICE to develop accurate cost estimates for consideration in the public process to develop the safest and most functional “best value” configuration in the corridor, that reflects the needs and values of the citizens.

Exhibit 1 – Potential bicycle lane configuration on
Park Avenue near the Town Lift, looking south.



Exhibit 2 – Potential bicycle lane configuration on
Park Avenue near the Library, looking north.



Data Collection

Design survey, ROW, SUE and geotechnical bore logs have always been key early tasks on previous Park City projects. Utilizing the CM/GC project delivery process enables our team to seek the contractor's input on what field information they need (and don't need) to successfully advise the project team and efficiently build the project. This, along with key input from our design teams, will make our data collection process more focused and efficient.

Our Water and Wastewater Design Plans



The existing waterline along Lower Park Avenue is primarily 6-inch ductile iron installed between 1974 and 1982. There is a PRV station at approximately 15th street that separates the Lower Park Avenue pressure zone to the north from the Lower Old Town pressure zone to the south. Past experience in Park City has proved it is difficult to keep existing older lines in service while excavating nearby for replacements as leaks in the existing waterlines form and surface. We will coordinate with the City and the CM/GC Team to evaluate potential costs, construction impacts, and risks associated with utilizing bypass water pipelines and/or leaving the existing pipe active in place during construction. This will provide a more efficient and constructible design while minimizing risks during construction.

Our team has investigated and understands SBWRD's existing system within the project area. It is approximately between 8 and 10-feet deep and consists of 8-inch to 12-inch vitrified clay pipe, 12-inch RCP and 15-inch asbestos cement pipe. The existing depth will allow for new waterline and storm drain construction with minimal vertical conflicts due to sewer lines and provide the CM/GC team the opportunity to optimize the horizontal location of new utility improvements.

We will coordinate with SBWRD and the CM/GC team to consider the pros/cons of either replacing the existing sewer in place with bypass pumping requirements or shifting portions of the sewer alignment by constructing a parallel system to maintain flows within the existing sewer and then abandoning it after the new sewer is installed.

Our Storm Drain Evaluation and Design Plan



Our approach to preparing a corridor Drainage Study and Report will leverage the Park City Storm Drain Master Plan (SDMP), developed by Stanley Consultants. We developed a storm drain model for the entire City in Storm CADD. We also videotaped the inside of the storm drain at known flooding areas along Park Avenue and identified that a failed pipe was causing flooding. Our team will consult with Park City Operations and utilize the CM/GC process to gain stakeholder information regarding additional known flooding concerns.

We will utilize the offsite flows combined with the project flows, and known flooding areas, to develop the corridor drainage report and project storm drain requirements.

Our approach to evaluating the potential diversion of storm water to Silver Creek at 11th Street will be an early action item since a substantial number of other design features will rely on the final solution. There is a concern that there is not enough fall for the storm drain from Park Avenue to Silver Creek at 11th Street. If the needed vertical fall is not adequate, additional options would be developed in coordination with the contractor and the City. We have identified four potential options. The ROW for the extension of 11th Street east of Park Avenue appears to be public ROW/ Park City Corporation. UDOT appears to own the parcel east of the public ROW to Silver Creek which may require an easement or acquisition.

Our Geotechnical (Soils) Plan



Our experience in the Old Town area of Park City indicates two soils-related issues that can significantly impact construction costs and schedule – a high natural moisture content and contaminated soil from historic mining activities. We anticipate these issues will be significant for the Park Avenue project.

Soil with High Moisture Content - The on-site soil for past projects in the area is typically removed from the project site and replaced with imported fill because of limited space and time to spread and dry soil with a high moisture content. It may be possible to reuse some of the on-site soil if the moisture content is lower in some areas. Our team can provide possible alternatives to removing all of the excavated soil.

Mining-related Soil – Park Avenue is located in the soil ordinance boundary. Mining-related soil will likely be encountered above the natural soil in the project area. The Park City soil ordinance allows these soils to be reused on site or be removed and taken to a landfill able to receive the soil. Our team has significant experience with mining-related soil in the area and strategies to reuse it. We anticipate our experience in this area will provide a significant benefit to Park City on the project.

Construction Phasing, Staging Areas, Logistics and Material Selections

Our CM/GC process lends itself to develop the "best value" solutions, considering ALL impacts. Our team will work with the contractor and stakeholders to develop alternatives for staging areas, material selections and construction phasing. These alternatives will be evaluated against numerous criteria such as traffic impacts, property impacts, construction limitations for temporary impacts, allowable materials and handling in a cost vs. benefit analysis. The criteria will be initially developed in a risk workshop with the larger project team.

Exhibit 3 – Potential “Edge Lines” bicycle lane concept to address the narrow pavement on Park Avenue near the Library, looking north, retains the existing shoulder planter boxes.



We have developed a preliminary phasing plan for Park Avenue, see Exhibit 4 to the right, that minimizes construction impacts to residents and roadway users by synchronizing the underground utility work with the roadway reconstruction. This plan focuses on efficiency and avoiding rework, while keeping the flow of traffic during construction. While we have developed a preliminary phasing plan, the real magic of developing a highly effective phasing plan begins when the CM/GC process starts and the selected contractor brings their insightful and creative contractor perspective to the phase development process. A great example of this was on our Deer Valley Drive CM/GC project. Like Park Avenue, the project called for the replacement of the aging storm drain system. Because of the significant depth of the storm drain, this phase had a substantial impact on the project's critical path schedule. The CM/GC contractor evaluated our structural assessment of the old storm drain and suggested that lining the old pipe, instead of replacing it, would avoid the deep, and highly disruptive, excavations required and still restore the necessary flow capacity.

This CM/GC insight increased the functionality of the system, saved the City money and shortened the project schedule, while minimizing construction impacts to residents, motorist, transit services and bicycle and pedestrian users. **This is a good example of a CM/GC Win – Win – Win!**

Our ROW Memorialization Plan for Sullivan Alley



Sullivan Alley, named after a former mayor of Park City, will be addressed similarly to the Park Avenue ROW, by obtaining all existing ROW and adjoining parcel data. Initial research indicates that the alley is currently owned by Park City Municipal Corp. by a 1982 Quit Claim Deed. To formalize and memorialize the City's interest in the alley, a breakdown of Block 56, Snyder's Addition will be required to address the exceptions within the deed's legal description, and new documents will need to be prepared and signed by the affected parties. Rob Baker, our ROW specialist, has successfully completed this type of work for many parcels in Park City on our past projects.

Our MOT and CEM Plans in a CM/GC Context

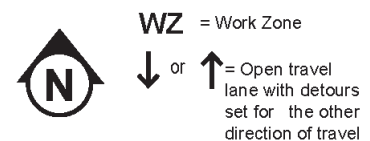


Often the greatest impact to the general public is MOT and detours. Our past CM/GC project's lessons learned will guide us in developing the plan for communicating and evaluating the impacts vs. the cost of different construction schemes. The contractor will present detailed cost estimates for different options and we will develop a cost vs. benefit analysis to identify the most desired solutions, with input from stakeholders.

Our CM/GC approach continues through the construction of the project. Our engineers will be available to develop additional designs for any unforeseen items that cannot be resolved in the field. Our estimators and constructability staff will assist in review of any change requests or other value-added proposals to help negotiate a fair price. **Our Stanley Consultants/BC&A team successfully provided construction management services for the Lowell Avenue reconstruction project by providing qualified individuals who could inspect City and SBWRD improvements and we will do so again on this project.** This improved efficiency and reduced costs by having a single inspection individual on-site to provide the majority of observation for sewer, storm, water and road improvements.

Exhibit 4

Preliminary Phasing Plan



SEWER REPLACEMENT

1A



The first phase would start with the sewer replacements as the deepest utility. Our plan would temporarily use the old sewer system during replacement to avoid the extra time and cost of a temporary bypass system.

1B



WATERLINE REPLACEMENT AND STORM DRAIN LATERALS

2A



This phase would replace the water main lines impacting the east side only (2A) and service connections (both sides) and the storm drain laterals (both sides). Our waterline plan avoids the time and costs of a temporary bypass system.

2B



EAST SIDE PERMANENT PAVEMENT, SIDEWALK AND CURB

3



The permanent pavement can be now be installed on the east side since all the utilities and laterals for that side are done.

EAST SIDE PERMANENT PAVEMENT, SIDEWALK AND CURB.

4



In this phase the previously installed storm drain laterals will be connected to the new storm drain main line.

WEST SIDE PERMANENT PAVEMENT, SIDEWALK AND CURB

5



The permanent pavement can now be installed on the west side since all the underground utility work is complete.

FINAL OVERLAY PAVEMENT FOR BOTH SIDES

6A



The final phase will provide the final overlay pavement travel surface for both sides.

6B





Project Quality Plan and Issue Resolution



We have developed six different Quality Management Plans for previous alternative delivery projects. We will utilize these plans and lessons learned to develop a Park Avenue CM/GC specific quality plan. Our experience has shown that these quality plans are living documents that require periodic updates. At kickoff we will develop an issue resolution plan with an escalation ladder to identify how issues will be resolved at the lowest level, or escalated quickly to the next level when not resolved. The issue resolution plan will be incorporated into the quality plan.

Relevant Project Experience

DEER VALLEY DRIVE, ROADWAY RECONSTRUCTION

PARK CITY, UTAH

Stanley Consultants partnered with the contractor as the design consultant for this CM/GC project. This was one of Utah's first local government federal aid (LGFA) CM/GC projects and required close coordination with the City to assist them through the CM/GC process. The design for the roadway rehabilitation project included environmental, survey, the replacement of gutter, mill and overlay, bus pull-outs, storm drain replacement, addition of a waterline and signing and striping on Deer Valley Drive. Our team helped the City reach their project goals and developed a cost effective design that minimized traffic impacts and roadway closures, which prevented digging up large portions of roadway, extending the schedule and impacting the public. Through skillful use of the CM/GC process the project team identified the optimal placement of the waterline, and determined to slip-line the storm drain instead of completely removing the existing system. This reduced traffic impacts and expedited the construction schedule. **Reference:** Troy Dayley, Park City, 435.615.5637.



Team: Vance Hanson (QA/QC), Brett Hadley (Project Principal), Dejan Jovanovic (Roadway Design), Trent Hanson (QC/QA), Rob Baker (ROW), Sara Snow (CM/GC). **Subconsultants:** Applied Geotechnical Engineering Consultants, Inc.; Bowen Collins & Associates, Inc. and VIA Consulting

LOWELL AVENUE, ROADWAY RECONSTRUCTION

PARK CITY, UTAH

Stanley Consultants and BC&A provided design and construction management services for improvements to Lowell Avenue. Our project management services included coordinating utility improvements; upgrading the existing water main; installation of hydrants and a new sanitary sewer; rehabilitation of the roadway pavement and modifications to the storm drain system. Major challenges for this project included a steep approach to the connecting road (Northstar Drive); avoiding retaining walls and bridge driveways; potentially contaminated soils and mitigation of areas experiencing flooding. Our team executed



a PI plan to allow the residents to participate in the project design criteria and ongoing communication of construction plans. Post-design construction administration was provided to the client, requiring daily construction documentation and inspection activities, weekly construction meetings, an evaluation of change orders and a weekly review of schedules. Our team also developed an informal ISI rating for this project which included design recommendations to increase the rating.

Reference: Bryan Atwood, SBWRD, 435.649.7993.

Team: Vance Hanson (Technical Advisor), Brett Hadley (Project Principal), Dejan Jovanovic (Roadway Design), Trent Hanson (QA/QC); **Subconsultants:** Applied Geotechnical Engineering Consultants, Inc., Bowen Collins and Associates and VIA Consulting

EMPIRE AVENUE, ROADWAY RECONSTRUCTION

PARK CITY, UTAH

Stanley Consultants and BC&A provided professional engineering services for the design of the 3,500-foot Empire Avenue reconstruction from Silver King to Crescent Tram. Empire Avenue is a narrow residential street and it was critical to maintain on street parking for residents, as well as match existing driveways and avoid impacts to properties. Because of a limited construction window in a resort town, the roadway design was accelerated to allow the contractor to begin work by mid-May.



Stanley Consultants provided engineering and design for the reconstruction that consisted of pavement replacement, curb, gutter, storm drainage improvements, signing, striping and Utility Coordination (UC) and tie-ins. An informal ISI strategy and rating was developed for this project. Stanley Consultants and BC&A conducted full-service UC and development of a CADD utility base map. We also provided topographic survey mapping, field survey of the existing road, landscaping features, and walls and full construction management services. **Reference:** Corey Legge, Park City, 435.615.5057.

Team: Brett Hadley (Project Principal); Dejan Jovanovic (Roadway Design), Trent Hanson (QC/QA); **Subconsultant:** Bowen Collins and Associates.

Other Factors Deemed Relevant



Each firm within our team brings relevant expertise and experience through their work with Park City on past projects. We are quietly confident that we can work hand-in-hand with the City using the CM/GC process to make this project successful. To summarize, the unique benefits we bring to the City include:

- » A cohesive team with well-established City and SBWRD relationships and experience.
- » Seamless coordination with the City's Storm Drain Master Plan.
- » The ability to work in complete harmony with the City through open and frequent communication.

We have the necessary skills and experience to help the city maximize the benefits of the CM/GC process. It would be our great honor to serve you on this important project and help keep Park City "Park City"!



Park Avenue Roadway and Utility Improvements Proposed Rate Sheet

	Billing Rate 2021	Average Billing Rate	Assumptions *
Project Manager	\$ 289.43	\$ 298.20	2021-2023
CMGC Project Administrator	\$ 210.12	\$ 216.49	2021-2023
Sr. Estimator	\$ 210.12	\$ 216.49	2021-2023
Constructability Review	\$ 193.64	\$ 199.51	2021-2023
Sr. Roadway Engineer	\$ 179.22	\$ 181.91	2021-2022
Roadway Engineer	\$ 141.11	\$ 141.11	2021
Jr. Roadway Engineer EIT	\$ 108.15	\$ 108.15	2021
Sr. Transportation Engineer (multimodal)	\$ 154.50	\$ 156.82	2021-2022
Transportation Engineer	\$ 141.11	\$ 141.11	2021
Sr. Drainage Engineer	\$ 258.53	\$ 262.41	2021-2022
Drainage Engineer	\$ 193.64	\$ 193.64	2021
Jr. Drainage Engineer	\$ 117.42	\$ 117.42	2021
Sr. ISI Engineer	\$ 334.75	\$ 339.77	2021-2022
ISI Engineer	\$ 141.11	\$ 143.23	2021-2022
Landscape Architect/ASLA	\$ 164.00	\$ 164.00	2021
Sr. Geotechnical Engineer	\$ 195.00	\$ 195.00	2021
Geotechnical Field Engineer	\$ 125.00	\$ 125.00	2021
Sr. Waterline Engineer	\$ 172.00	\$ 174.58	2021-2022
Waterline Engineer	\$ 140.00	\$ 140.00	2021
Jr. Waterline Engineer	\$ 122.00	\$ 122.00	2021
Sr. Sewer Engineer	\$ 145.00	\$ 147.18	2021-2022
Sewer Engineer	\$ 140.00	\$ 140.00	2021
Jr. Sewer Engineer	\$ 130.00	\$ 130.00	2021
Sr. Surveyor/Party Chief PLS	\$ 117.42	\$ 119.18	2021-2022
Jr. Surveyor	\$ 87.55	\$ 88.86	2021-2022
Right of Way PLS	\$ 167.89	\$ 167.89	2021
Sr. Designer/CADD	\$ 154.50	\$ 154.50	2021
Designer/CADD	\$ 74.16	\$ 74.16	2021
Sr. PI Coordinator	\$ 185.00	\$ 200.00	2021-2023
Admin Assistant	\$ 74.16	\$ 76.41	2021-2023
Utility Manager	\$ 175.43	\$ 178.06	2021-2022
Sr. SUE Engineer	\$ 203.67	\$ 206.73	2021-2022
SUE Field Supervisor	\$ 104.75	\$ 106.32	2021-2022
SUE Field Technician III	\$ 68.46	\$ 69.49	2021-2022
SUE Field Technician II	\$ 57.05	\$ 57.91	2021-2022
SUE Draftsman	\$ 89.71	\$ 91.06	2021-2022
Field Engineer	\$ 167.89	\$ 172.98	2022-2023
QA Inspector	\$ 128.75	\$ 134.60	2022-2023
QA Tester	\$ 97.85	\$ 102.30	2022-2023
Const. Project Admin. Doc. Control	\$ 154.50	\$ 161.52	2022-2023

* Assumptions:

Design period 2021 with some work extending into 2022 for CMGC revisions

Construction Inspection 2 year period 2022 - 2023

Utility investigation period 2021 with some work extending into 2022 for CMGC

Project Management, Administration and Public Involvement period, entire project



VANCE HANSON, P.E., A.S.Q., P.M.P.

Principal Transportation Manager

Stanley Consultants

35 Years of Experience

Education

Bachelor of Science, Civil Engineering, University of Utah

Professional Registration

Professional Engineering: UT #175011-2202

Civil Engineering: ID #P-8680

Civil Engineering: NV #014026

Civil Engineering: MN #48473

Professional Engineering: ND #PE-8522

Certified Manager of Quality/Organizational Excellence: #17143

Civil Engineering: GU #CE2025

Project Management Professional: - #2551293

Professional Societies

American Council of Engineering Companies, Utah Chapter

Over the last 23 years Vance has specialized in alternative delivery projects such as Design-Build and CMGC. This expertise is a result his project management role on the following projects; Program Manager/Owners representative 10 projects, Design Manager (for the Contractor) 2 projects, Quality manager 3 projects. Vance has also participated as a design lead and quality assurance lead on 4 additional alternative delivery projects. These projects range in size from \$1.6 Billion to \$2.5 Million in construction. For the majority of these projects Vance oversaw implementation of robust stakeholder programs including contractors, designers, owners, and stakeholders.

Vance's experience with Park City includes QA oversight assisting David Osborn on the Deer Valley Drive CMGC and Lowell Avenue projects and technical oversight of David on the Royal Street retaining wall and Ahmad Salah on the storm drain master plan. Vance strategized on local issues such as contractor staging, hazardous material removal vs. reuse, constructability, parking, and drive approaches.

Vance's work includes innovative approaches to transportation design, such as Accelerated Bridge Construction, flexible traffic lanes, and continuous flow intersections (CFI). Vance has experience in evaluating safety needs and mitigation through innovative design as a result of managing numerous projects for a six-year on-call contract with UDOT. Vance has participated in the steering committee at UDOT for Electronic Delivery and 3D Design

PROJECT EXPERIENCE

I-15 Southbound; 12300 South to SR-201, Ralph L. Wadsworth, Salt Lake County, UT (Completion Feb 2021)

Vance's role for this project is Quality Manager for the design and construction of this \$160 Million project to add an additional lane to southbound I-15 in Salt Lake County. He developed the Quality Management Plan for both the design and construction oversight for this 3-year project. Vance provided Design Quality Assurance reviews and documentation of the design and conducted quality audits of the Design Quality Control. He conducted weekly construction quality meetings with the internal construction QA inspectors and testers, as well as weekly quality meetings with UDOT, the Contractor and our Independent Quality team. Vance reviewed and documented monthly contractor pay requests for recommendation for payment to UDOT. He participated in UDOT audits of the pay estimates to verify quality documentation of each construction item. These audits provided significant value to the project by closing out each item, as they were finished, instead of spending significant time at the end of the project to recover and document the inspection, testing and certifications. Vance and the quality team coordinated with UDOT and the Contractor to develop value added solutions that deviated from the initial plans and standards similar to the CMGC process

Deer Valley Drive (CM/GC), Categorical Exclusion and Reconstruction Design, Park City Municipal Corporation, Park City, UT

Vance's role on this project was Manager of Quality Assurance where he provided documentation of the Quality Control for the engineering and design for this Construction Manager/General Contracting (CM/GC) project. The scope of services for this roadway

VANCE HANSON, P.E., A.S.Q., P.M.P.

rehabilitation project included roadway reconstruction; replacement of gutter, mill and overlay; bus pull-outs; storm drain improvements; addition of a water line; and signing and striping throughout the project area. Vance assisted the PM by collaborating on the Project goals; to develop a cost-effective design that minimized traffic impacts and roadway closures, extending the schedule, and lessening the impact on the public. As part of a roadway widening project, the City improved the storm drainage system throughout the project area. Stanley Consultants worked with the City, and the contractor to determine and develop a cost-effective design that would minimize traffic impacts and roadway closures. Vance reviewed the design teams' recommendations for the optimal placement of the utilities, and recommendations to slip line the storm drain system instead of completely removing the existing system.

This was the first local government federal aid CM/GC project and required close coordination with the City, Utah DOT, and the contractor to assist them through the CM/GC process. Stanley Consultants expertise in the CM/GC process played a key role in the success of this project.

Lowell Avenue, Roadway Reconstruction, Park City Municipal Corporation, Park City, UT

Vance's role for this project was Technical Advisor to the project manager and was responsible for technical oversight of the design, public involvement, construction services, and post-construction services for improvements to Lowell Avenue, a residential street in Park City. Project challenges included a steep approach to the connecting Northstar Drive, avoidance of retaining walls and bridge driveways, potentially contaminated soils, and mitigation in areas that had experienced flooding.

Royal Street, Retaining Wall, Park City, UT

Vance's role for this project was Manager of Quality Assurance, where he provided documentation of the Quality Control process and led the team's quality program. He participated in value engineering discussions with the design engineers and geotechnical engineers. The project consisted of providing design and construction engineering management services for replacement of a temporary gabion basket retaining wall along Royal Street. The retaining wall experienced a failure in 2011, at which time a temporary repair was completed. We assembled a team that included geotechnical advisers and public involvement experts to provide a permanent solution of a tied back soldier pile retaining wall. The construction details were developed within the framework of the Park City aesthetics guidelines. This project included improvements to roadway drainage to prevent future sliding, as well as dry utilities, traffic signs, and regulatory signage. Other services provided were topographic survey mapping, field survey of the road, landscaping features, walls, as well as utilities, including sewer and storm drain manholes, drain inlets, waterlines, and any other features within the right of way.

Stanley Consultants conducted utility coordination that included identifying utilities in the project area, contacting utility companies, obtaining utility information in the development of a CADD utility base map, identifying conflicts, and coordinating with interested parties.

Stanley consultants provided construction management and observation services that included conducting the project kick-off meeting, coordinating a "meet the contractor" event, leading weekly construction meetings, reviewing materials submittals for contract compliance, reviewing and recommending contractor pay requests, negotiating change orders, and conducting the final walk through and punchlist generation. The tie backs required additional grouting due to unknown voids under the road. Stanley Consultants worked with the contractor and the owner to negotiate successful payment for the additional materials and labor while work progressed.

Roundabout Traffic Study and Design, Pinebrook/Jeremy Ranch Area, Utah Department of Transportation, Region 2, Jeremy Ranch, UT

Vance's role for this project was Manager of Quality Assurance where he provided documentation of the Quality Control process and managed the projects quality control processes. A study conducted prior to this project yielded recommendations were not mutually supported by Utah DOT and Summit County. We developed 10 different alternatives for the stakeholders to consider. To control study costs, the teams selected three alternatives to evaluate sequentially. Non-standard innovative traffic management solutions were developed that were acceptable to both parties. At Jeremy Ranch, a six-entrance, two-lane roundabout solution with frontage bypass was recommended and approved.



SARA SNOW

CM/GC Project Administrator
Stanley Consultants
22 Years of Experience

Experience / Certifications

OSHA 30
Competent Persons Certification
Trench, Shoring, Rigging, Confined
Space
Fall Safety
MSHA 5000-23
UDOT Partnering III.
UDOT Traffic Maintainer
UDOT Environmental Control
Supervisor

Professional Societies

American Society of Professional
Estimators

Sara has 22 years of experience working in the construction industry. Her experience in estimating and field operations on Transportation and Heavy Civil projects span all project delivery methods. As a contractor, she specialized in alternate delivery projects (Design Build, CM/ GC and CMAR). Sara's construction experience has brought significant value to local municipalities, transit organizations, and numerous DOT's. Her experience in estimating and project contractor negotiations played a key role in helping UDOT revamp their CM/GC project delivery process. She also played a critical role in building a project delivery platform for the first DOT Progressive Design Build project in the nation.

The current process being used by UDOT for their CM/GC project delivery was created by Sara. She draws from her decades of experience as a former contractor and her work as an owner's representative for UDOT's Innovative Contracting Division. Her insight as a former contractor has been a fundamental element in her role of leading project teams to successful delivery on all UDOT CM/GC and Progressive Design Build projects. Sara uses her knowledge of construction operations and production based estimating to strategically facilitate contractor cost negotiations between owners and project team members. She has been instrumental in leading the UDOT estimating and constructability support program for the past seven years. Sara uses her experience as a senior construction estimator to provide owners with production based estimates and recommendations. She deeply values her client relationships and was recognized as UDOT's 2017 Outstanding Consultant Partner.

RECENT PROJECT EXPERIENCE

Vineyard Frontrunner, Utah Department of Transportation, Region 3, CM/GC Facilitator

US-89, Utah Department of Transportation, Region 1, Progressive Design Build Facilitator

I-80 Blackrock Utah Department of Transportation, Region 2, CM/GC Facilitator

UVU Pedestrian Bridge Utah Department of Transportation, Region 3, CM/GC Facilitator

I-15 106th South Interchange Utah Department of Transportation, Region 2, CM/GC Facilitator

Bangerter Highway / Redwood Road Utah Department of Transportation, Region 2, CM/GC Facilitator



TONY BREINHOLT

Senior Cost Estimator
Stanley Consultants
23 Years of Experience

Education

Bachelor of Science, Technology Management (Construction Management), Utah Valley University

Specialized Training

UDOT Partnering Phase 3

Traffic Control Maintainer

Environmental Control (ECST)

Estimating - HCSS – Heavy Bid & Timberline

Takeoff - On-Screen Takeoff, Planswift, Agtek

AutoCAD

Scheduling Software - Primavera P6 & Microsoft Project

Management - Heavy Job & Primavera Contract Manager

Job Costing - Viewpoint, JD Edwards

Tony has worked on transportation projects in the intermountain west over the last 20 years as a Chief Estimator, Senior Estimator, Project Manager, and Project Engineer. He works with project teams by providing constructability reviews, schedule analysis, maintenance of traffic plan evaluations, alternative materials and methods explorations, change order assessment, and independent cost analysis. Throughout the project delivery process, Tony works with project delivery teams to refine engineer and construction cost estimates so that they may realize and benefit by the best possible construction cost.

Since joining Stanley Consultants, Tony has become a reliable construction cost estimating and support resource to client leadership and project managers. Tony gained his experience from 17 years of continuous heavy highway construction projects for state and local governments. He performed exceptionally well as a construction project manager and foreman, but his most notable work has been over the last seven years as a chief construction estimator.

Tony has well-developed expertise in bridge building, calculating earthwork quantities, and alternative delivery methods. He has the knowledge and expertise needed to prospect job specific market pricing from subconsultants and suppliers and monitor the local market conditions and trends to forecast accurate construction bids. He leverages his relationships to gain insight into the pricing components, production lead times, and materials volume and manufacturing. His experience working with multiple construction firms gives him varying construction perspectives that allows him to evaluate projects and make recommendations that will promote cost saving, reduce change orders, and minimize risk.

As a former contractor, Tony consults with Project Managers and Resident Engineers to discuss estimating goals and related initiatives. He clearly understands Stanley Consultant's role within the client's framework of goals, internal processes and culture. Tony has quickly built trust with project teams and has integrated himself into the preconstruction/construction processes as a valued resource. His intimate knowledge of Utah and UDOT is crucial in helping UDOT manage funds efficiently. Just over a year removed from the contracting community, Tony brings to the team extensive estimating experience and has elevated cost based estimating to a new level by implementing HCSS Heavy Bid software.

PROJECT EXPERIENCE

Construction Cost Estimating Support Services (2017-2018); Utah Department of Transportation, Complex; Statewide, UT

Senior Construction Cost Estimator for Stanley Consultants' on-going service to the Utah Department of Transportation for cost estimating and contractor perspective support. Tony worked with Project Managers and Resident Engineers analyze, train, and discuss constructability at each stage of project life-cycle. He assisted leadership by providing contractor perspective constructability reviews, change order support, cost estimating, and other innovations.

Preliminary and Final Design, I-215/DDI, SR-68 to Center Street; Utah Department of Transportation, Region 1; North Salt Lake, UT

Cost Estimator and constructability reviewer responsible for working with the design team to mitigate construction risks. form professional engineering services on this multi-phased contract. The project was the reconstruction and widening of SR-68 (Redwood Road) from I-

TONY BREINHOLT

215 to Center Street and to increase peak traffic storage capacity with the design of a new diverging diamond interchange configuration.

Highway Improvements, I-215; 2100 North to I-15; Utah Department of Transportation, Region 1; North Salt Lake

The Utah Department of Transportation's goals were to prepare a quality bid package ready to advertise by September 15, 2017 followed by reconstructing the concrete pavement on I-215 from 2100 North to I-15. Only two lanes of I-215 will be reconstructed from 2100 north to the Legacy interchange. This project is a continuation of Utah DOT's DDI located west of this project at SR-68. Stanley Consultants, working closely with UDOT ensured consistence in sheets, bid items, and specifications. The design met the current UDOT design standards. The plans were prepared in MicroStation V8i and housed on UDOT's ProjectWise V8i. The advertising package complied with and follow UDOT's advertising process. This includes supplying plans in electronic format compatible with the UDOT's Electronic Plan Room.

ADDITIONAL PROJECT EXPERIENCE

As a Project Manager on the following projects, Tony was responsible for day to day management of the project. He developed and managed project budgets, job cost projections, change orders and CPM Schedules.

- » **US-89 (300 S) 200 West to 700 East, Utah Department of Transportation, Region 3, Provo, UT**
Reconstruction and widening – earthwork, underground, PCCP, structures, signals, signage, and landscaping
- » **I-80; MP 30 to 41, Utah Department of Transportation, Region 2, Tooele County, UT**
Asphalt Rehabilitation - mill and overlay (68,000 Tons), Shouldering
- » **Three Creeks Dam Rehabilitation, Kent's Lake, Beaver County, UT**
Dam Rehabilitation – including new toe drain, outlet/inlet structure, and new spillway.
- » **Brush Fluro Phase 1, Brush Resources, Millard County, UT**
Removal of 1.5 Million CY of Overburden for Open Pit Mine
- » **US-191; .5 Miles Southwest of Bluff, Utah Department of Transportation, Region 4, San Juan County, UT**
Scour Protection of Existing Bridge- including placement of A-Jacks around piers and riprap at Abutments
- » **Kaysville Dam Rehabilitation, Kaysville City, Kaysville, UT**
Removal of existing earthen dam. Construction of new concrete spillway
- » **I-15 Median Barrier; Provo to American Fork, Utah Department of Transportation, Region 3, Utah County, UT**
Construction of new cable barrier, earthwork, and storm drain boxes
- » **SR-68; Redwood Road to I-215, Utah Department of Transportation, Region 2, West Jordan, UT**
Road widening – including asphalt paving, earthwork, underground, sidewalk and curb and gutter
- » **I-215; Redwood Road to 300 East , Utah Department of Transportation, Region 2, West Jordan, UT**
3.2 miles of reconstruction and widening – including crack and seat of existing PCCP, earthwork, asphalt paving, cast-in-place median barrier, bridge construction and rehab, and noise walls
- » **Herriman; 6400 West and 14200 South, Herriman City, Herriman, UT**
Construction of new city streets – including asphalt paving, earthwork, curb and gutter, sidewalk and underground utilities
- » **Shields Lane Connector, South Jordan City, South Jordan, UT**
Construction of new road, bridge, box culverts, and detention basin
- » **10600 South; I-15 to Redwood Rd., Utah Department of Transportation, Region 2, South Jordan, UT**
Two miles of reconstruction and widening – earthwork, underground, asphalt paving, structures, signals, signage, and landscaping

Kim Clark, PE, currently serves as the owner / manager of V-I-A Consulting. Throughout her 27 year career, Ms. Clark has worked with Departments of Transportation and local governments to expand her knowledge of context sensitive solutions, environmental regulations, design standard, innovative contracting methods, maintenance approaches, and public involvement methods. By combining her thorough understanding of transportation engineering and processes with her knowledge of effective communication methods, she has been a team member on numerous successful projects for a variety of transportation and utility, design, design-build, CMGC, construction, and maintenance projects.

Areas of Expertise

- ∞ Integrates engineering concepts with public and governmental processes
- ∞ Manages award-winning public involvement campaigns for innovative delivery and high-impact projects
- ∞ Identifies links between current planning activities and the environmental process
- ∞ Expertly communicates technical engineering solutions to the public and political leaders
- ∞ Brings a creative approach to challenging projects
- ∞ Operates as a talented facilitator and mediator
- ∞ Excels in collaborative decision making and consensus building
- ∞ Ensures implementation of context sensitive solutions in design work
- ∞ Develops strong long-lasting relationships with the community stakeholders

Education and Licensure

- ∞ B.S. Civil Engineering, University of Utah
- ∞ Professional Engineer, Utah
- ∞ Graduate Certificate in Conflict Resolution, University of Utah
- ∞ Certificate in Applied Positive Psychology (CAPP), April 2019
- ∞ Appreciative Inquiry Facilitation Certificate (Pending Practicum)
- ∞ Certificate in Creating Positive Change, December 2020

Professional and Community Affiliations

- ∞ Member, U of U Civil and Environmental Engineering Industrial Advisory Board (2013-current)
- ∞ Chair, U of U Civil and Environmental Engineering Alumni Society (2011-2013)
- ∞ Director of Communications, WTS Northern Utah Chapter (2010-2011)
- ∞ Member, International Transportation Engineers
- ∞ Volunteer – Various Community Charities

Additional Experience

- ∞ Park City Municipal Corporation Contract Employee
 - *Community Engagement Support for Special Projects*
- ∞ Adjunct Instructor, University of Utah Civil and Environmental Engineering (2012-2013)
 - *Technical Communications for Engineers*

Sample Projects

- ∞ SR-248; SR-224 to US40 Resurfacing Project UDOT Region 2; Public Outreach Manager
- ∞ SR-224; SR-248 to Bear Hollow Drive – UDOT Region 2; Public Outreach Manager
- ∞ Move Utah – UDOT; Project Manager / Facilitator
- ∞ SR-248; US40 to SR32 to Bear Hollow Drive – UDOT Region 2; Public Outreach Manager
- ∞ Development of the Corridor / Intermediate Planning Process – UDOT; Project Manager / Facilitator
- ∞ Community Engagement Support for Special Projects – Park City Municipal Corporation;
 - Three Kings Water Treatment Plant Community Liaison for Park City
 - Lowell Avenue – Community Liaison for Park City
 - Senior Center Relocation - Community Liaison for Park City
 - Lower Park Avenue Design Studio Coordinator
- ∞ Foothill Drive Implementation Strategy – Parametrix for Salt Lake City; Facilitator
- ∞ McHenry Avenue – Park City; Public Involvement Lead
- ∞ McHenry Avenue – Park City; Public Involvement Lead for Ward Engineering
- ∞ Royal Street Retaining Wall – Park City; Public Involvement Lead for Stanley Engineering
- ∞ TravelWise – UDOT; Project Manager / Facilitator
- ∞ Road Respect Program – UDOT; Project Manager / Facilitator
- ∞ 3300 South / 2940 East New Signal – UDOT Region 2; Public Involvement Manager / Facilitator
- ∞ Deer Valley Drive Phase 1 and 2 - Park City; Public Involvement Liaison for Stanley Engineering / Ward Engineering
- ∞ I-80; Wanship Interchange to Coalville – UDOT; Public Involvement Manager / Facilitator
- ∞ Renovate 80 Campaign CMGC Coordination – UDOT; Project Manager / Facilitator
- ∞ 11400 South Design-Build, State Street to Bangerter Highway – UDOT; Public Involvement Manager / Facilitator
- ∞ Analyze / Investigate UDOT's Project Delivery Process – UDOT; Project Manager
- ∞ South Davis County Transit DEIS / Alternative Analysis Phase – UDOT; Public Involvement Manager / Public Involvement Oversight / Strategist
- ∞ I-80, State Street to 1300 East CMGC; Salt Lake City, Utah – UDOT; Public Involvement Oversight Manager
- ∞ Rural Coordinated Public Transit – Human Services Transportation Plan – UDOT; Project Manager / Strategist
- ∞ Project Delivery Handbook and Development of the Design Process – UDOT; Project Manager
- ∞ 'Partners for the Road Ahead' Business Guide – UDOT; Facilitator
- ∞ SR-12, Escalante to Boulder; Garfield County, Utah – UDOT; Deputy Project Manager
- ∞ Provo Canyon, Wildwood to Deer Creek; Wasatch County, Utah – UDOT; Public Involvement Oversight
- ∞ SR-201 Design-Build; Salt Lake County, Utah – UDOT; Public Involvement Oversight
- ∞ 12300 South Design-Build; Salt Lake County, Utah – UDOT; Public Involvement Manager



BRETT HADLEY, P.E.

Customer Service Manager
Stanley Consultants
26 Years of Experience

Education

Bachelor of Science, Marketing,
Utah State University

Bachelor of Science, Civil
Engineering, University of Utah

Professional Registration

Professional Engineering: UT
#264459-2202

Professional Societies

American Society of Civil
Engineers, Former Chairman-
Enhancement Advisory Committee;
Former Ex-Officio Member - Joint
Highway Committee

Professional experience since 1994 with the Utah Department of Transportation (UDOT) in civil engineering design and project management including four years as a Resident Engineer in Construction.

While a Resident Engineer with UDOT, successfully completed 32 projects. Managed numerous UDOT Federal Aid projects including interstate roadway, interchanges, bridges, trails, intersections, and signals projects. Capabilities include managing labor and contractors, scheduling and budgeting, plans and specifications, record keeping and documentation, negotiating, and writing change orders.

More recently, served as the State's Local Government Programs Engineer, working closely with appointed and elected officials to secure Federal Aid Funding for over \$150 M in local government transportation projects. Chaired the Enhancement Advisory Committee; member of the Utah Local Technical Assistance Program Board of Directors; and ex-officio of the Joint Highway Committee.

PROJECT EXPERIENCE

Deer Valley Drive (CMGC), Categorical Exclusion and Reconstruction Design, Park City Municipal Corporation, Park City, UT

Project Principal responsible for providing oversight and stakeholder relationship management. Stanley Consultants helped the city evaluate and select an advisory contractor and provided engineering and design for this construction management general contracting (CMGC) project. The scope of services for this roadway rehabilitation project included roadway reconstruction; replacement of gutter, mill and overlay; bus pull-outs; storm drain improvements; addition of a water line; and signing and striping throughout the project area. Project goals were to develop a cost-effective design that minimized traffic impacts and roadway closures, which meant not digging up large portions of roadway, extending the schedule, and lessening the impact on the public. As part of a roadway widening project, the City needed to improve the storm drainage system throughout the project area. Stanley Consultants worked with the City, and the contractor to determine and develop a cost effective design that would minimize traffic impacts and roadway closures, which meant prevented digging up large portions of roadway, extending schedule, and impacting on the public. The design team recommended the optimal placement of the utilities, and resolved to slip lining the storm drain system instead of completely removing the existing system. Finally, Stanley Consultants assisted the City by producing the Appendix C, Scope of Work, and the contractor submittal.

This was the first local government federal aid CMGC project and required close coordination with the City, Utah DOT, and the contractor to assist them through the CMGC process.

Empire Avenue, Roadway Reconstruction Design, Park City Municipal Corporation, Park City, UT

Project Principal responsible for providing oversight and stakeholder relationship management. Stanley Consultants provided engineering and design for the reconstruction of

about 3,500 feet of Empire Avenue. The project featured pavement replacement, curb, gutter, sidewalk, storm drainage improvements, signing, striping, and utilities. As part of the project, Stanley Consultants conducted utility coordination that included determining utilities in the project area, contacting utility companies and obtaining utility information, and developing a CADD utility base map. Other services provided were topographic survey mapping and field survey of all features within the right of way.

Lowell Avenue, Roadway Reconstruction, Park City Municipal Corporation, Park City, UT

Project Principal responsible for providing oversight and stakeholder relationship management. Stanley Consultants provided design, public involvement, construction services, and post-construction services for improvements to Lowell Avenue, a residential street in Park City. Project challenges included a steep approach to the connecting Northstar Drive, avoidance of retaining walls and bridge driveways, potentially contaminated soils, and mitigation in areas that had experienced flooding.

Royal Street, Retaining Wall, Park City, UT

Project Principal responsible for providing oversight and stakeholder relationship management. Stanley Consultants provided design and construction engineering management services for replacement of a temporary gabion basket retaining wall along Royal Street. The retaining wall experienced a failure in 2011, at which time a temporary repair was completed. We assembled a team that included geotechnical advisers and public involvement experts to provide a permanent solution of a tied back soldier pile retaining wall. The construction details were developed within the framework of the Park City aesthetics guidelines. This project included improvements to roadway drainage to prevent future sliding, as well as dry utilities, traffic signs, and regulatory signage. Other services provided were topographic survey mapping, field survey of the road, landscaping features, walls, as well as utilities, including sewer and storm drain manholes, drain inlets, waterlines, and any other features within the right of way.

Stanley Consultants conducted utility coordination that included identifying utilities in the project area, contacting utility companies, obtaining utility information in the development of a CADD utility base map, identifying conflicts, and coordinating with interested parties.

Stanley consultants provided construction management and observation services that included conducting the project kick-off meeting, coordinating a "meet the contractor" event, leading weekly construction meetings, reviewing materials submittals for contract compliance, reviewing and recommending contractor pay requests, negotiating change orders, and conducting the final walk through and punchlist generation.

Roundabout Traffic Study and Design, Pinebrook/Jeremy Ranch Area, Utah Department of Transportation, Region 2, Jeremy Ranch, UT

Project Principal responsible for providing oversight and stakeholder relationship management. Utah DOT and Summit County previously studied the interchange, frontage roads, and roadways for traffic improvements. Study recommendations were not mutually supported by Utah DOT and Summit County. Stanley Consultants identified a solution that was acceptable to both parties. We presented 10 possible alternatives for the teams to consider. To control study costs, the teams selected three alternatives to evaluate sequentially. A six-entrance, two-lane roundabout solution was recommended and approved by the teams.

JON OLDHAM, P.E.

PRINCIPAL / WATERLINE DESIGN

DISTINGUISHING QUALIFICATIONS

Over twenty years of experience as project manager and on engineering teams for projects involving planning, design, construction, maintenance and repair of water, wastewater, roadway, communication and power utilities, and commercial/industrial buildings

EXPERIENCE

Waterline Design and Construction Management

Western Summit County Interconnect Pipeline, Park City, UT. Project Manager for design and construction of 3,300 feet of 12-inch waterline including UDOT coordination and permitting for wetlands disturbance.

Kilby and Homestead Road Waterline Replacement, Park City, UT. Project Manager for modeling and design of 2,600 linear feet of 12-inch C900 PVC waterline crossing below Interstate 80 at Jeremy Ranch Exit.

Lowell Avenue Waterline Replacement, Park City, UT. Project Engineer for design and construction for the replacement of 2,450 feet of 6-inch piping with 8-inch PVC distribution waterline, and the design of 2,450 feet of 12-inch ductile iron future Treasure Hill waterline. Design included a water bypass plan, 43 water services and fire lines, and a DDW exception to water-sewer separation regulations

2013 Pipelines Segment B, Park City, UT. Project Engineer for 13,500 feet of water transmission pipeline running from the Daly Pump Station near the Judge Tunnel Portal to the Spiro Water Treatment Plant site at Park City Golf Course. Included was water system improvements and a screenings facility near the existing Empire Canyon Tank, tank modifications to convert to a raw water storage facility, modifications to the Daly Pump Station to separate culinary from Judge Tunnel flows. Culinary waterlines were replaced near Woodside Tank and on Norfolk Avenue, and a PRV vault was installed at 9th Street on Lowell Avenue. Preliminary design for micro-hydro power generation and pig launch and retrieval facilities was provided.

Empire Avenue Waterline Replacement, Park City, UT. Project Engineer for the replacement of 4,300 feet of 6-inch piping with 8-inch ductile iron distribution waterline, and 2,500 feet of 12-inch ductile iron transmission waterline with pressures up to 260 psi. Also included replacing an existing PRV station.

Deer Valley Drive Reconstruction - Water and Storm Drain, Park City, UT. Project Engineer for design of the waterline, storm drain, utility coordination, and wetland permitting for the Deer Valley Drive Reconstruction Project. The project was administered by UDOT and was one of the first local government CMGC contracts in Utah. The project boundaries were from the roundabout at



BOWEN COLLINS
& ASSOCIATES



EDUCATION

M.S., Civil and
Environmental Engineering,
Utah State University

B.S., Environmental
Engineering, Utah State
University

PROFESSIONAL REGISTRATION

Professional Licensed
Engineer – Utah, Wyoming

Society of American Military
Engineers (Board 2005-
present, President 2015-
2017)

American Water Works
Association (Scholarship
Committee Member)

American Water Resources
Association (Board 2015-
present; President 2019)

Marsac to the Deer Valley Drive North Road. The project included replacement of 3,600 feet of 8-inch distribution waterlines with valves, hydrants and water services, and relocation of the Rossi Hill pressure reducing valve vault outside the roadway to Deer Valley Loop Road. The storm drain design included slip lining 1,500 feet of 36-inch pipe from Ross Hill Drive to the roundabout as well as replacement of storm drain laterals and installation of new storm drain from Deer Valley Loop Road through Provo Street to Deer Valley Drive. Included was utility coordination with Questar, Rocky Mountain Power, Comcast, Century Link and SBWRD as well as the wetland delineation, the stream alteration permit preparation for impact to Silver Creek, and coordination with the Army Corps of Engineers.

Last Chance Pump Station and Pipeline, Phase 1 and 2, Park City, UT. Project Manager for the replacement of 2,820 feet of the existing 10-inch ductile iron waterline with a 12-inch steel waterline and piping modifications to the Last Chance Pump Station with pressures of 550 psi. Also included were piping modifications to the Flagstaff Pump Station, demolition of the old Last Chance Pump Station, and a condition assessment of the existing pipe up to Royal Street.

Boothill Transmission Line, Park City, UT. Project Engineer for 5,800 feet of 12-inch ductile iron waterline under pressures up to 350 psi to convey water pumped from the Boothill Pump Station to the Woodside Reservoir pressure zone. A pressure reducing valve station at the intersection 12th Street and Deer Valley Drive was part of the project. This project involved working with DDW for exception to water-sewer separation regulations.

Bonanza Drive Phases 1 and 2, Park City, UT. Project Engineer for replacement of 6-inch, 8-inch and 12-inch distribution waterlines with 8-inch, 12-inch and 16-inch ductile iron waterlines within the Bonanza Drive reconstruction area including fire hydrants, water services, booster pump station decommissioning, and pressure reducing valve station reconnection. Portions of the waterlines were encased in 24-inch steel casing crossing under the two pedestrian tunnel locations. This project involved working with DDW for exception to water-sewer separation regulations.

Ontario Avenue Waterline Replacement, Park City, UT. Project Engineer for the replacement of 1,000 feet of 6-inch piping with 10-inch ductile iron waterline along Ontario Avenue including fire hydrants and water services. A pressure reducing valve station was designed at Stonebridge Circle. This project involved working with DDW for exception to water-sewer separation regulations.

Hillside Avenue Waterline Replacement, Park City, UT. Project Engineer for the replacement of 500 feet of 6-inch piping with 10-inch ductile iron waterline including fire hydrants and water services along Hillside Avenue as part of the road reconstruction project. This project involved working with DDW for exception to water-sewer separation regulations.

Sandridge Road Waterline Replacement, Park City, UT. Project Engineer for the replacement of 450 feet of 6-inch piping with 8-inch ductile iron waterline including fire hydrants and water services along Sandridge Avenue as part of the road reconstruction project.

Construct Upgrade to Water Distribution System, Hill AFB, UT. Project Manager for water system modeling and design of 7,700 linear feet of 12-inch and 450 linear feet of 8-inch C900 PVC water line to meet fire flow requirements in a munitions storage area.

Fire Flow Upgrades, Hill AFB, UT. Project Manager for modeling and design of 1,450 linear feet of 8-inch and 11,650 linear feet of 12-inch waterline to provide required fire flow to multiple areas of the base.

STEVEN L. MEYER, P.E.

ASSOCIATE / SEWER DESIGN

DISTINGUISHING QUALIFICATIONS

- Associate of Bowen, Collins & Associates since January 2020.
- Over 14 years of experience in civil engineering with planning, evaluation, design, construction management, and inspection services for water and wastewater infrastructure (i.e. new pipelines, existing pipeline rehabilitation and condition assessment) projects involving open cut and trenchless technologies for multiple wastewater districts and municipalities throughout the State of Utah.

EXPERIENCE

Sewer Pipeline Design, Construction Management, and Inspection

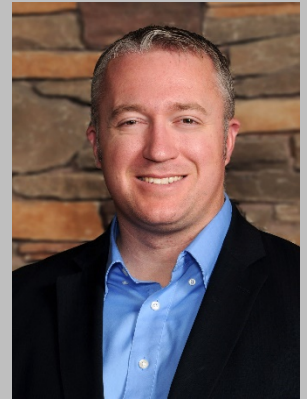
Empire Avenue Reconstruction Project. Mr. Meyer participated in the design, construction management and onsite inspection of the Empire Avenue Reconstruction Project which included the construction of 2,300 feet of 8 and 10-inch PVC sewer pipe between 15th Street and 9th Street along Empire Avenue in Park City, Utah. The Project was designed for Snyderville Basin Water Reclamation District (SBWRD). The Project also included the design of the addition, reconnection or removal and replacement of 58 sewer laterals and stubs, and 4-foot and 5-foot diameter manholes (including two inside drop manholes).

Lowell Avenue Reconstruction Project. Mr. Meyer participated in the design and construction management of the Lowell Avenue Reconstruction Project which included the construction of 2,345 feet of 8-inch PVC sewer pipe between Manor Way and 9th Street along Lowell Avenue in Park City, Utah. The Project was designed for Snyderville Basin Water Reclamation District (SBWRD). The Project also included the design of the addition, reconnection or removal and replacement of 43 sewer laterals and stubs, and 4-foot and 5-foot diameter manholes (including one inside drop manholes).

Alpine Highland Outfall – State Street Crossing Project. Mr. Meyer participated in the design of a wastewater collection systems upgrade project for the Timpanogos Special Services District (TSSD) in northern Utah County, Utah. The project consisted of the alignment evaluation, coordination, design, and construction of a new outfall to replace an under-capacity section of 24-inch pipeline through American Fork City. The final design included over 2,950 lineal feet of 24-, 30-, and 36-inch sewer pipe passing through public rights-of-way, private easements, public parks, and conservation wetlands. The sewer pipeline was required to cross UTA right-of-way and the UDOT controlled State Street with trenchless construction methods. This resulted in the pilot bore installation of a 170-foot long 42-inch diameter casing. The project also included the in-situ lining of 3 manhole structures and a diversion structure with a polyurethane lining system to protect the structure against long-term effects of hydrogen sulfide induced corrosion.



BOWEN COLLINS
& ASSOCIATES



EDUCATION

B.S., Civil and
Environmental Engineering,
Utah State University

PROFESSIONAL REGISTRATION

Professional Licensed
Engineer – Utah

North American Society for
Trenchless Technologies
(NASTT) – Utah Section
Treasurer

Jordan River Outfall Relief Line Sewer Project. Mr. Meyer participated in the design, construction management and onsite inspection of the Jordan River Outfall Relief Line Sewer Project in South Jordan, Utah, for South Valley Sewer District (SVSD). The project contained 4,200 linear feet of sewer pipe ranging between 21-inches to 48-inches in diameter. The project also included a 9' x 9' diversion structure box with 54-inch and 42-inch slide gates. Two 60-inch steel casings were installed, one crossing Trimble Creek and the other crossing North Jordan Canal. The sewer line was designed to reach depths up to 30 feet in some areas.

2013 Mt. Olympus Sewer Project. Mr. Meyer was the project engineer for the 2013 Mt. Olympus Sewer Project which included the design of 1,260 feet of 8-inch and 12-inch sewer, rerouting sewer flows to relieve an existing 8-inch sewer line that reached its sewer capacity. The project included 14 sewer lateral reconnections. The project included a sewer routing alternative analysis to develop the most cost-effective solution, saving the District over \$200,000. The project required obtaining UDOT and Salt Lake County encroachment permits, due to the location of the proposed sewer improvements. The design began in May 2013 and construction was completed by November 2013.

Midvalley Sewer Replacement Project. Mr. Meyer was the project engineer for the Midvalley Sewer Replacement Project that replaced 1,000 feet of 12-inch sewer line, increasing the pipe size to 15 inches. The project was completed for Midvalley Improvement District (MID). The project required reconnecting six sewer laterals. The project included a 268-foot-long bore through private property using a 24-inch welded steel casing. The project also included preparing sewer easements to enable MID to install the sewer in the private property. The design of the project started in February 2013 and construction was completed by November 2013. The project included design, bidding services, and construction management during the project.

Camp Williams Off-Base Sewer Connection to Lehi Project. Mr. Meyer was the project engineer to the Camp Williams Off-Base Sewer Connection to Lehi Project for Lehi City and for the Utah National Guard at Camp Williams located in Lehi, Utah. This project consisted of constructing approximately 1,060 feet of 10-inch sewer, 2,720 feet of 12-inch sewer, 2,650 feet of 15-inch sewer, 3,560 feet of 21-inch sewer, 590 feet of 24-inch sewer, 375 feet of 24-inch ID steel casing installation across 2100 North (UDOT right-of-way) by trenchless construction with 14-inch fusible PVC sewer, together with 33 new sewer manholes, and roadway reconstruction.

Sewer Force Main Design

South Jordan Force Main Project. Mr. Meyer participated in the design and construction management of the South Jordan Force Main Project which included the construction of two 42-inch (O.D.) HDPE pipelines, approximately 18,000 feet long, following the Jordan River from the new South Jordan Pump Station (11029 South River Front Parkway, South Jordan, Utah) to the new Jordan Basin Water Reclamation Facility (approximately 1000 West 13600 South, Riverton, Utah). The Project was designed for South Valley Sewer District (SVSD). The Project also included two Jordan River crossings (open cut) and two road crossings (via microtunnel), as well as, the design of seven precast 7' x 11' air/vac valve vaults containing sewage air release valves and sewage vacuum breaker valves. Mr. Meyer also participated in the design of 1,800 linear feet of 36-inch PVC gravity sewer line with five 7' diameter manholes. Restoration design of wetlands, golf course and the Jordan River Trail were also performed. Mr. Meyer also participated in the development and acquisition of permanent and temporary construction easements for the District.

ELISHA RITCHIE

Subsurface Utility Engineering / Utility Coordination

Education:

BS / 1999 / Environmental Studies /
University of Utah

Registrations/Certifications:

Utah Contractors License:

S-310 Excavation and Grading
#9873284-5501

FHWA-NHI-134006

Utility Coordination for Highway
Projects

Utility Coordination

Training/UDOT

Instructor

SUE Training / UDOT

Instructor

Years of Experience: 21 years

Years with KCI: 4 years

Overview:

Elisha has successfully managed and directed hundreds of subsurface utility engineering (SUE) and utility coordination (UC) projects nationally with her focus on the state of Utah. Her experience includes managing the data collection of existing utilities and completing projects on schedule and within budget for various DOTs and municipalities in Utah, Idaho, Wyoming, Colorado and New Mexico. Ms. Ritchie acted as project manager for the development of UDOT's current Utility Coordination Manual of Instruction, conducted the certification trainings for the manual as well as working with UDOT on the re-write of the R930-7 Accommodation Policy. Ms. Ritchie has developed the necessary relationships to become a recognized leader in all aspects of SUE and utility coordination and her work on the UDOT Coordination Manual of Instruction resulted in receipt of the national FHWA utility award.

Redwood Road; 4100 South to 5400 South, Taylorsville City/UDOT (Kimley-Horn), Taylorsville, UT. Completed subsurface utility engineering services including 120,000 linear feet of ASCE Quality Levels D, C, and B designating and 45 Quality Level A test holes on this project. Coordination on this project included UTA for the SLCC Hub, UDOT and Taylorsville City. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

SR-30; SR-23 to SR-252, UDOT/Avenue Consultants, Logan, UT. Completed subsurface utility engineering services including 50,000 linear feet of ASCE Quality Levels D, C, and B designating and seventy-two Quality Level A test holes on this project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

US-40: Vernal Drainage Project, UDOT, Vernal, UT. Completed subsurface utility engineering services for the design of a new irrigation pipe to divert irrigation water and upsizing another pipe to reduce flooding. The project included approximately 47,000 linear feet of ASCE Quality Levels D, C, and B designating and 30 Quality Level A test holes. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

3rd East Phase II – Marcus to Artesian Basin, Stanley Consultants (Salt Lake City Corporation), Salt Lake City, UT. Completed approximately 60 test hole locations to assist in determining alignment for this pipeline replacement project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

Duchesne Aqueduct, Central Utah Water Conservancy District / Bowen Collins & Associates, Duchesne, UT. Completed 21 test hole locations and utility investigation in the assessment of the Duchesne Aqueduct. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

Lone Peak Parkway, Draper City, Draper, UT. Completed 133 test holes on this widening project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

Midvalley Bus Rapid Transit, UTA (Jacobs), Taylorsville-Murray-West Valley City, UT. The City of Taylorsville, selected Jacobs for the design of the two project phases. Phase 1 of the project will determine the BRT alignment to extend from the Utah Transit Authority (UTA) 5300 South TRAX and Commuter Rail Station located in Murray City to the Salt Lake Community College Redwood Campus located in the City of Taylorsville. Phase 2 will extend BRT line from the Salt Lake City Community College, Redwood campus through the City of Taylorsville and West Valley City, ultimately connecting to the West Valley Central Station located in West Valley City. KCI performed 148,748 Linear Feet of SUE Quality Levels D, C & B Utility Designating and 94 Quality Level A Test Holes. Ms. Ritchie was responsible for project management, ASCE 38-02 compliance, project schedule, and budget oversight.

[I-15 over Nichols Road, Klopheus & Associates / UDOT, Cedar City, UT.](#) KCI completed subsurface utility engineering services including ASCE Quality Level B designating and A locating, for this structure replacement project. KCI's scope include approximately 6,000 linear feet of designating and 10 test holes to assist with mitigate of utility conflicts. Ms. Ritchie as Project Manager was responsible for management of SUE processes completed on the project start to finish.

[US-89; Bear Lake Marina Access, Jacobs / UDOT, Garden City, UT.](#) KCI completed subsurface utility engineering services including 35,000 linear feet of ASCE Quality Levels D, C, and B designating and 15 ASCE Quality Level A test holes. KCI coordinated with Bear Lake Marina to ensure traffic control was not an impact to the summertime travelers on this section of roadway. Ms. Ritchie as Project Manager was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

[SR-147; Culvert Extensions, PEC / UDOT, Payson, UT.](#) KCI completed subsurface utility engineering services including ASCE Quality Level B designating and A locating, for this culvert extension project. KCI's scope include 12 hours of designating and 1 test holes to help mitigate utility conflicts. Ms. Ritchie was responsible for management of SUE processes completed on the project start to finish.

[US-89; Dual Right Lanes at Harrison Blvd. \(SR-203\), UDOT, Ogden, UT.](#) Completed subsurface utility engineering services including 26,000 linear feet of ASCE Quality Levels D, C, and B designating and twenty-six ASCE Quality Level A test holes to add dual right lanes on this project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

[700 South Sewer Improvements, Salt Lake City Public Utilities, Salt Lake City, UT.](#) KCI was included on the Bowen Collins & Associates team to obtain utility information for the sewer improvements on this project. KCI was tasked to obtain Quality Level B information along with 3D utility depth information using geophysical equipment for this project, due to the close proximity to the railroad. KCI coordinated with UPRR and Salt Lake Garfield & Western Railway Companies for this project.

[FL-42, Dominion Energy, Orem, UT.](#) KCI maintains a Master Services Agreement with Dominion Energy and under that agreement provides Subsurface Utility Engineering services to Dominion to assist them in developing alignments for new gas lines and determining conflicts with determined alignments. For this project KCI performed 14 ASCE Quality Level A test hole locations. KCI coordinated closely with both UTA and UPRR as the line replacement took place within those rights of way.

[Downtown & Zeller Sewer Projects, South Salt Lake City \(Hansen Allen Luce\), South Salt Lake City, UT.](#) Completed approximately 50 test hole locations to assist in determining the alignment for these sewer line projects. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

[SR-235; Intersection Improvements at 2700 North, UDOT, Ogden, UT.](#) Completed subsurface utility engineering services including 27,000 linear feet of ASCE Quality Levels D, C, and B designating on this project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

[4800 South Commerce Dr. / Perkins Engineering / Murray City, Murray, UT.](#) Completed subsurface utility engineering services including approximately 2,000 linear feet of ASCE Quality Levels D, C, and B designating and 9 Quality Level A test holes on this traffic signal project. Ms. Ritchie was responsible for management of SUE processes completed on the project including all overhead tasks from start to finish.

[9270 South & State St.; 150 East to State St., UDOT / Sandy City / WCEC Engineers, Sandy, UT.](#) Completed subsurface utility engineering services including 17,000 linear feet of ASCE Quality Levels D, C, and B designating and ten ASCE Quality Level A test holes to assist in the design of a new roadway connection to Stadium Way from 9270 South over the existing canal.

[Hanauer Street, Lochner / UDOT, Murray, UT.](#) KCI completed subsurface utility engineering services including ASCE Quality Level B designating and A locating, for this design project. KCI completed approximately 25,000 linear feet of designating and 11 test holes to help mitigate utility conflicts. Ms. Ritchie was responsible for management of SUE processes completed on the project start to finish.



DEJAN JOVANOVIĆ, P.E., P.T.O.E.

Multimodal Design
Stanley Consultants
13 Years of Experience

Education

Master of Science, Civil
Engineering, University of Utah

Bachelor of Science, Traffic
Engineering, University of Belgrade

Professional Registration and Certifications

Civil Engineering: UT #8781061-
2202

Professional Traffic Operations
Engineer: #3835

UDOT ADA Pedestrian Ramp
Certification

Professional Societies

Institute of Transportation
Engineers

Technical Skills

Traffic

Vissim
Vistro
HCS
Synchro
Sim Traffic
MUTCD

Roadway

Microstation
InRoads
Open Roads Designer
SignCad
GuideSign
AutoTurn
Concept Station
Context Capture

GIS

ArcMap
ArcGIS Online
Survey 123
Collector

Dejan specializes in civil engineering with an emphasis in transportation and traffic engineering, planning and traffic modeling. He is proficient with traffic studies, traffic control plans, traffic modeling, including micro and macro simulations; signal and lighting, ATMS design, signing and striping, and roadway 3D modeling and design. Some of the Vissim model built experience includes DDI, SPUI, and diamond interchanges, roundabouts, and CFIs.

Traffic operations and safety background with combination of GIS and roadway skills makes Dejan uniquely qualified to tackle various tasks and projects.

Forward thinking with tendency to research the new and innovative designs and approaches the problems from different perspectives like the EDGE Lanes concept for this project.

PROJECT EXPERIENCE

Deer Valley Drive (CM/GC), Categorical Exclusion and Reconstruction Design, Park City Municipal Corporation, Park City, UT

GIS Specialist who provided support for the development of the comprehensive geo-database to serve the purpose of the city-wide stormwater master plan. The geo-database included stormwater assets and infrastructure, including open channel rivers, streams, underground network of pipes, and point features. Feature assets consisted of inlet/outlet, manholes as well as polygon features including points and drainage structures. Conducted site visits and prepared as-builts that included a comprehensive list of domains for future easier client's use. Collaborated with the design team to develop signing improvements including custom signs for better traffic flows at the roundabout intersection. Provided complete lighting design that included lighting analysis for the proper light pole spacing, adequate wire sizing, and various detailed construction drawings. Close coordination with Park City utility personnel was critical in order to develop design that will work and have the least impact on existing utilities and overall cost for the lighting system. Lighting design had to meet the challenge of adherence to a predetermined construction cost.

Lowell Avenue, Roadway Reconstruction, Park City Municipal Corporation, Park City, UT

Task Lead responsible for the roadway design and minimizing impact to the driveways. Coordinated subconsultant team for utility relocation/install which was crucial in order to provide quality product for the City.

Empire Avenue, Roadway Reconstruction Design, Park City Municipal Corporation, Park City, UT

Transportation Engineer responsible for signing and striping, lighting, and grading design for more than fifty driveway accesses in this mountainous area. Drive approach tie-ins required minimal impact to property owners and budget. Produced designs within the existing and narrow ROW. Produced designs within the existing and narrow ROW. Coordinated with City utility/power personnel during the lighting design to make sure all possible conflicts were identified; and to provide the best location for lighting poles that would reduce utility conflicts and provide needed illumination.

2019 Transportation Master Plan Update, City of Hailey, ID

Dejan was responsible for traffic analysis of 12 intersections within the City of Hailey. Purpose of the project was to update the existing City's Transportation Master Plan. Historical data along with more recent counts was used to calculate growth rates and project volumes for year 2040. Dejan used synchro to calculate LOS for years 2020 and 2040, along

with the proposed improvements for the future growth. We were coordinating with City's engineer often in order to capture the problems and concerns and properly model intersections so that the team could propose proper solution for the future growth. Dejan also analyzed crash data within the city limits and provided recommendation to improve safety. He used ArcGIS to create maps and figures to present the LOS, volumes, crashes and other relevant information for the final report.

1300 S – 400 West to 500 West Traffic Impact Study, Salt Lake City Corporation, Salt Lake City, UT

Serving as Lead Traffic Engineer, Dejan provided traffic analysis (Synchro, SimTraffic) for the HAWK/TOUCAN signal installation evaluation. Additional services included the analysis and evaluation of the proposed new mid-block pedestrian signal.

SR-108; SR-126 to 1000 West Roadway reconstruction, Utah Department of Transportation

Responsible for identifying milling limits, ramp inspection and ramp reconstruction design of more the 50 ped ramps. Heavily involved in regular coordination with UDOT, specifically with traffic and safety regarding the updating striping to current standards and discussing the project budget due to limited funds. Challenge was to provide design guidelines for the contractor to reconstruct all the ped ramps that were not in compliance with UDOT and federal standards.

Storm Drain Infrastructure Inventory & Storm Water Master Plan

GIS Specialist responsible for the development of a comprehensive geo-database to serve the city-wide stormwater master plan. The geo-database included the city-wide stormwater infrastructure, including open channel rivers, streams, underground network of pipes, point features of storm drain inlets and man holes, as well as polygon features containing ponds and associated inlet/outlet structures. Extensive geo-database was updated through site visits, and as-builts to include a comprehensive list of domains for future client's ease of use.

Traffic Support, Draper City, Draper City, UT

Traffic Engineer responsible for the traffic analysis and final reports for several speed studies that included pedestrian crossings, street calming, and intersection safety improvements. He developed traffic impact study guidelines to help the City with future work.

Bicycle Lane and Roadway Improvements, Fehr & Peers Associates, Inc., Kearns, UT

Provided engineering and design services to enhance active transportation and multi-modal transportation needs. Design consisted of small-roundabouts, curb bulb-outs, and bicycle lanes, signing, and striping while maintaining grade on the gutters to provide adequate drainage.

Environmental, Land Survey and Preliminary Design, Vine Street, 900 East to 1300 East and 1300 East to VanWinkle

Conducted the preliminary design, which included developing the horizontal design for the widening of a variable width road to a consistent cross section to accommodate an additional center turn lane with bike lanes, parking lanes, curb and gutter, landscaping and sidewalk. Power line relocations were designed and coordinated with Dominion Energy.

Initiation Reports; HSIP Project Development

Traffic Engineer responsible for compiling and analyzing region wide crash data. The goal of the project was to identify locations of greater safety risk and recommend mitigations for improving safety. Analysis included identifying locations based on historical crash data and crash reports, identifying the patterns of crashes, compiling B/C ratio analysis, and preparing final reports. Worked closely with client in iterative process of identifying safety reduction factors used in B/C ratio analysis to generate better mitigation recommendations.

Traffic Study, Jackson County, MN

Traffic Engineer responsible for calculating crash data on several intersections to determine current use and predict future traffic volumes. Provided recommendations for safety improvements that would reduce or eliminate traffic accidents. Developed a spreadsheet to streamline data calculations and intersection crash predictions. Updated Synchro files so that the proposed improvements were documented.

(High Intensity Activated CrossWalk) HAWK Design, West Jordan City, UT

Signal and roadway design lead for the second HAWK (High intensity Activated crossWalk) pedestrian signal in Utah. Responsible for complete signal, roadway, signing, and striping design for the project. Worked closely with West Jordan City and all involved parties to meet the schedule and address questions/concerns about the new concept. The design included a sidewalk and pedestrian ramp gradings that complied with ADA standards.



TRENT HANSON, P.E.

Senior Transportation Engineer
Stanley Consultants
24 Years of Experience

Education

Bachelor of Science, Civil
Engineering, Utah State University

Professional Registration

Civil Engineering: CA #58977

Professional Engineering: UT
#318545-2202

Civil Engineering: ID #P-10316

Professional Societies

American Society of Civil Engineers

Trent specializes in transportation engineering, and his experience includes large and complex geometric layout, development of traffic control plans, horizontal and vertical alignment, grading design, project specifications, construction estimates, construction inspection, and independent quality management. He is proficient in grading design, detailing, signing, striping, project specifications, construction cost estimating, maintenance of traffic plans, and construction inspection. He has experience with traditional bid-build and design-build delivery methods.

Trent's design experience in modern intersection and interchange types includes single point urban interchange (SPUI), continuous flow intersections (CFI), wide diamond, tight diamond and others. His roadway design experience includes high-speed urban freeways, rural two-lane arterials, low-speed urban collectors and unpaved service roads. He has prepared traditional value engineering studies and participated in the U.S. environmental evaluation process.

PROJECT EXPERIENCE

Deer Valley Drive (CMGC), Categorical Exclusion and Reconstruction Design, Park City Municipal Corporation, Park City, UT

Roadway Engineer for the development of initial design, review and QC of plans and production of bid package for this construction management general contracting (CMGC) project. The scope of services for this roadway rehabilitation project included roadway reconstruction; replacement of gutter, mill and overlay; bus pull-outs; storm drain improvements; addition of a water line; and signing and striping throughout the project area.

Empire Avenue, Roadway Reconstruction Design, Park City Municipal Corporation, Park City, UT

Lead Roadway Engineer responsible for the designing the horizontal and vertical alignments, super elevation and driveway tie-ins. Supported plan production on all roadway plan sheets including plans, profiles, details, and quantities. Attended public meetings and supported the design team by answering public questions. The project featured pavement replacement, curb, gutter, sidewalk, storm drainage improvements, signing, striping, and utilities.

Lowell Avenue, Roadway Reconstruction, Park City Municipal Corporation, Park City, UT

QC Reviewer responsible for assisting the primary designer with questions and checking all roadway design plans and modeling. A 3D model generated and checked. This project involved design, public involvement, construction services, and post-construction services for improvements to Lowell Avenue, a residential street in Park City. Project challenges included a steep approach to the connecting Northstar Drive, avoidance of retaining walls and bridge driveways, potentially contaminated soils, and mitigation in areas that had experienced flooding.

Roundabout Traffic Study and Design, Pinebrook/Jeremy Ranch Area, Utah Department of Transportation, Region 2, Jeremy Ranch, UT

Roadway Engineer responsible for production of roundabout designs and assisting with the analysis of the traffic model. This included the development of multiple alternatives for production. A six-entrance, two-lane roundabout solution was recommended and approved by the teams.



CHRIS D'ARCANGELIS, P.E.

Senior Water Resources Engineer
Stanley Consultants
34 Years of Experience

Education

Bachelor of Science, Civil Engineering, University of Texas-Arlington

Associate of Applied Science, Survey/Mapping, State University of New York-Alfred

Professional Registration

Civil Engineering: AZ #26313

Civil Engineering: UT #5214156-2202

Civil Engineering: CO #PE.0053601

Professional Societies

American Public Works Association and Society of American Military Engineers - Member.

Chris is a Senior Water Resources Engineer with specialized experience in surface water hydrology, hydraulic analysis, and design of channels, detention/retention basins, box culverts, storm drains, hydraulic structures, and erosion control on flood control, transportation, and infrastructure projects. Chris has particularly strong skills in hydraulic analysis, computer modeling and design, and preparation of final plans, specifications, and estimates. He has served as project manager and drainage design engineer on a multitude of projects with various agencies, cities, and municipalities in Arizona including: Casa Grande, Avondale, Chandler, Scottsdale, Sierra Vista, ADOT, ASU, FCDMC, MCDOT, Mohave County, Yuma County, and Pinal County. Chris's assignments involved the implementation of computer packages including HECRAS, FLO-2D, StormCADD, HEC-1, HEC-2, HY8, CulvertMaster, Flowmaster, TR20, and TR55.

PROJECT EXPERIENCE

McDowell Storm Drain Design On-Call; City of Avondale; Avondale, AZ

Project Manager responsible for leading the design of the onsite storm sewer systems for 3/4 mile of roadway improvements along McDowell Road. Coordinated design efforts with the City of Avondale and prime consultant for the project. Stanley provided the hydrologic and hydraulic analyses for the storm drain systems along a 1.5 mile stretch of McDowell Road from the Agua Fria River bridge to 114th Avenue. Hydrologic analysis was accomplished by using the Rational Method. A site specific Rainfall Intensity- Duration-Frequency tabulation was generated for the design storm. Hydraulic analysis was performed to determine spread width on pavement areas and inlet performance. Hydraulic analysis was in accordance with the City of Avondale requirements. Pavement runoff is collected by catch basins and/or scuppers and directed to existing outfall locations along McDowell Road. Linear detention or retention basins were designed to handle pavement stormwater runoff. Hydraulic analysis of the storm drain systems was performed using StormCAD.

SR24 Gateway Freeway; Arizona Department of Transportation; Mesa, AZ

Lead Drainage Engineer led the effort for coordinating drainage design among several internal drainage engineers and subconsultants. Prepared final plans, specifications, and cost estimates for the freeway drainage system improvements in the corridor. Work consisted of off-site and on-site stormwater facilities including concrete lined channels, detentions basin, retention basin, and catch basins. Reviewed hydrologic and hydraulic models; draft and final drainage reports and developed project specific details for final plans. Provided QC/QA for overall project.

90th Street Improvements, McDowell Road; Maricopa County Department of Transportation; Phoenix, AZ

Project Manager responsible for leading the design of roadway and drainage improvements for the 90th Street vertical realignment north of McDowell Road. The objective of the project was to realign 90th Street to create a sag vertical curve and ford to assure major wash flows cross the roadway while maintaining improvements within the current right-of-way. The project included design of rural roadway elements with cross sections and drainage

CHRIS D'ARCANGELIS, P.E.

improvements that include an earthen dike, riprap energy dissipater, and culvert. Stanley Consultants was responsible for review of the hydrology and hydraulic analysis for the ford crossing, channels, and pipe culvert.

SR 85 Segment 3, Gila River - I-10; Arizona Department of Transportation; Buckeye, AZ

Drainage Engineer for improvements associated with SB frontage road construction and ultimate mainline SR85 improvements. Chris supervised the design and analysis of detention basins, open channels, storm drain systems and culverts. Reviewed Preliminary and Initial Drainage Reports to verify calculations and procedures were in accordance with design methodologies and criteria.

Complex existing and proposed condition hydrologic models were developed to assist in analyzing impacts the freeway corridor would have on the adjacent desert, farm, and riverine areas. Unique challenges of the project included a regional 4.5-mile off-site concrete collector channel, and detention basin system, to attenuate proposed condition discharges and address water quality issues. Future drainage culverts for the concrete channel were planned, designed, and constructed in advance. Early planning and coordination with local floodplain administrators, irrigation districts, utilities, and railroad staff were key to the success of the project, and for the on-time construction of the future box culverts. Onsite drainage improvements consisted of a proposed 3-mile trunk line system designed to drain the future urban freeway system. The storm drain ranged in size from 24-inch to 96-inch diameter pipe.

Northern Parkway – Dysart Road TI; Maricopa County Department of Transportation; Maricopa County, AZ

Lead Drainage Engineer. Stanley Consultants designed a six-lane grade separated crossing of Northern Parkway over Dysart Road. Included in this project was the design of about one mile of mainline parkway from the terminus of the existing parkway to the ramps of the future El Mirage Road TI. All engineering services were performed to prepare construction documents for the bidding of this project. This included construction plans, specifications, special provisions, drainage reports, environmental document updates and coordination, field surveys, geotechnical reports, construction quantities, earthwork calculations, construction cost estimates, utility coordination and the preparation of all bid documents to complete the project. Specific services provided were structural design, roadway design, drainage design, lighting design, pavement design and contributing to public meetings.

Northern Parkway, Dysart Road to 111th Avenue; Maricopa County Department of Transportation; Maricopa County, AZ

Lead Drainage Engineer for the final design and construction plans, specifications, and estimates for the Phase II Northern Parkway, Dysart Road to 111th Avenue project. Chris was responsible for leading the final design to optimize drainage improvements that included scour protection for the bridge piers; spur dikes for bridge abutments along the Agua Fria; storm water conveyance channels; retention basins; onsite storm drain systems; box culverts; and water quality basins.

75th Avenue, MC85 (Buckeye Road) to Van Buren Street; Maricopa County Department of Transportation; Phoenix, AZ

Project Drainage Manager/Engineer responsible for hydraulic analysis of storm drain systems and AzPDES Phase II retention basin design associated with 1 mile of roadway widening. Chris was responsible for the preparation of Initial and Final Drainage Reports.

MC 85, Estrella Parkway to Cotton Lane; Maricopa County Department of Transportation; Goodyear, AZ

Project Drainage Engineer responsible for the design of drainage improvements and irrigation relocations associated with the roadway widening from a two-lane rural highway to a five-lane urban arterial. Drainage elements included design of linear retention basins and pipe and box culverts, as well as design of relocated irrigation facilities along 2.5 miles of MC85. Tasks included the supervision of drainage design; coordination of drainage plans production; and development of the final plans, specifications, and cost estimates.

South Mountain Freeway; Arizona Department of Transportation; Phoenix, AZ

Lead Drainage Engineer. Chris was the corridor drainage discipline lead for the 21 miles of freeway. He orchestrated the drainage design among the 3 segments: Pecos, Salt River and I-10 Papago to ensure design consistency throughout the corridor. Chris served as the liaison between the developer/contractor, client/ADOT and the three segment engineers for the drainage design. Chris led the Drainage Technical Working Groups for the developer to guide the design process among the client, developer and design engineers.

SCOTT D. ANDERSON, P.E.

Senior Geotechnical Engineer



RESPONSIBILITY: Geotechnical Engineer

EDUCATION: Master of Science in Civil Engineering
Brigham Young University, September 1996

Bachelor of Science in Civil Engineering
Brigham Young University, 1995

PROFESSIONAL REGISTRATION: Professional Engineer, UT #276089-2202

PROFESSIONAL SOCIETIES: American Society of Civil Engineers

PROFESSIONAL EXPERIENCE:

Professional experience since 1994 with the Utah Department of Transportation (UDOT) in civil engineering design and project management including four years as a Resident Engineer in Construction.

While a Resident Engineer with UDOT, successfully completed 32 projects. Managed numerous UDOT Federal Aid projects including interstate roadway, interchanges, bridges, trails, intersections, and signals projects. Capabilities include managing labor and contractors, scheduling and budgeting, plans and specifications, record keeping and documentation, negotiating, and writing change orders.

More recently, served as the State's Local Government Programs Engineer, working closely with appointed and elected officials to secure Federal Aid Funding for over \$150 M in local government transportation projects. Chaired the Enhancement Advisory Committee; member of the Utah Local Technical Assistance Program Board of Directors; and ex-officio of the Joint Highway Committee.

PROJECT EXPERIENCE:

As a Geotechnical Engineer, Scott was responsible for providing geotechnical investigation, engineering analysis and recommendations. Provided geotechnical consultation during construction when needed. Provided construction observation and testing when requested. Roadway Projects of note include the following:

- Deer Valley Drive (CMGC), Park City Municipal Corporation, Park City, UT
- Lowell Avenue, Roadway Reconstruction, Park City Municipal Corp., Park City, UT
- Marsac Avenue, Ontario and Empire Pass Area, Talisker Corporation, Park City, Utah
- Canyons Resort Drive, TCFC, Canyons Resort, Summit County, Utah
- The Colony at White Pine Canyon – Phases 4D, 4E, 4F and 4G, Summit County, Utah



ROBERT BAKER, P.L.S.

Senior Land Surveyor
Stanley Consultants
41 Years of Experience

Education

Associate of Applied Science,
Land-Surveyor, Flathead Valley
Community College

Associate of Applied Science,
Mathematics, Flathead Valley
Community College

Professional Registration

Land Surveying: UT #172816-2201

Land Surveying: AZ #43604

Land Surveying: ID #L-16266

Professional Societies

Utah Council of Land Surveyors,
Member and Past Secretary

Robert's experience includes supervising and managing survey crews, providing layout data for construction staking, calculating property boundaries, deed research, computer drafting, subdivision platting, and writing legal descriptions for a wide variety of projects, including Utah DOT ROW, commercial and residential mixed use developments, airport and roadway design services, and various municipal infrastructure projects. Rob is a former employee of the Salt Lake City International Airport (1989-92) and Salt Lake City Public Utilities (1988-89).

Boundary Work and Title Research

Robert has extensive experience in boundary surveying including title research of historical records (deeds, easements, ROW, etc), boundary retracement based upon interpretation of deed elements, collecting pertinent field evidence, and applying land surveying principles as they relate to boundary analysis. Past experience includes performing both large and small scale ALTA/ACSM Land Title and boundary surveys for land development projects, golf courses, commercial and residential properties, and historic town sites. Proficient in researching and establishing property boundaries for ROW lines on transportation, pipelines, transmission lines, canals, accesses, and other encumbrances. Work has included preparing deed, easement documents, and ROW maps to assist in the land acquisition process.

Party Chief duties have included ALTA/ACSM land title surveys, large scale boundary and topographic mapping for residential and commercial land development projects, airport design projects, golf courses, and ski areas. Established flight target control networks, and layout of seismic lines for oil and natural gas exploration projects; construction staking activities including layout of roads, utility lines, buildings, airport runway systems, ski lifts, and golf courses.

Familiar with the use and operation of Trimble GPS systems, robotic total stations, theodolites, engineering levels, AutoCad, and Civil 3D programs.

PROJECT EXPERIENCE

Deer Valley Drive (CMGC), Categorical Exclusion and Reconstruction Design, Park City Municipal Corporation, Park City, UT

Land Surveyor responsible for establishing the road right of way and researching all adjacent property ownerships and verifying property lines relative to the roadway. Additionally assisted in the preparation of a base map for the design team. There was no additional right of way required for this project.

Empire Avenue, Roadway Reconstruction Design, Park City Municipal Corporation, Park City, UT

Land Surveyor responsible for establishing the road right of way and researching all adjacent property ownerships and verifying property lines relative to the roadway for this approximately 3,500 foot length of roadway. Other duties included collection of field data for base map development. There was no additional right of way required for this project.



ROBERT BAKER, P.L.S.

Lowell Avenue, Roadway Reconstruction, Park City Municipal Corporation, Park City, UT

Land Surveyor responsible for establishing the road right of way and research all adjacent property ownerships and verifying property lines relative to the roadway. There was no additional right of way required for this project.

Royal Street, Retaining Wall, Park City, UT

Land Surveyor responsible for assisting with staking locations for storm drain boxes and lines and verifying as-built locations.



Stanley Consultants INC.
www.stanleygroup.com



SCOPE OF SERVICES

EXECUTIVE SUMMARY

Stanley Consultants was selected to provide design, including advertisement package services for the reconstruction of Park Avenue from Heber Avenue to Deer Valley Drive/SR-224 and Upper Main Street from Swede Alley to Hillside Avenue. The construction of Park Avenue will consist of reconstructing the roadway section with new curb and gutter, sidewalk, water line, sewer line, storm drain, and bus pullouts. A new outfall to Silver Creek will be included.

The City is considering advertising the upper main street project as a stand-alone design-bid-build project. Impacts to the scope, schedule and budget are anticipated to be addressed with a change order or supplemental agreement once the final scope is determined.

General Assumptions

- In general team meetings will be held every other week.
- The project will be CM/GC. Stanley will assist the City with information for the City to procure the CM/GC Contractor.
- Bus Pullouts will be concrete pad only, any new bus shelters would be a standard design provided by the city and incorporated into the plan set without modification
- Park City standards will be used, unless the City does not have a standard, then APWA standards will be used.
- 1 Design Review Meeting for each – 30%, 60%, and 90% Design. The Final Design review will be to verify all comments have been accurately included. No new comments will be added during the Final Review.
- CM/GC coordination will take place at design meetings.
- Modification of the existing roadway lighting is not included in this scope but would be incorporated as additional work if the decision is made at a later date
- The CM/GC process will be used to optimize the solution to any unforeseen circumstances

Project Unknowns

- Hazardous Materials/Soils
- Roadway Lighting Requirements
- Underground of existing overhead power requirements
- Dry Utility requirements (RMP, Dominion, Allwest, PCMC Fiber, Comcast, Centurylink)

Project Phasing

The consultants project services will be in 2 phases. Phase 1 will include data collection, design, public meetings, property mapping, and CM/GC coordination. Phase 1 may be broken into two subphases. The first subphase may consist of the design for a traditional design-bid-build project for upper main street with the second subphase consisting of a CM/GC design for Park Avenue. Any impacts to the scope, schedule and budget as a result of incorporating the 2 subphases will be addressed in a change order/supplemental agreement once the final scope has been determined.

Phase 2 will include Construction Management, inspection and testing, with scope and fee to be submitted later.

Type of Fee

Time and materials to a fixed fee not to exceed

Task 1- Project Management and Administration

- A. Description
Management of the day to day activities. Conduct regular team meetings. Review and update Schedule. Review and approve monthly invoices. Conduct quality assurance activities.
- B. Assumptions
 - Phase 1 duration will be 9 months
 - Invoices and progress reports will be prepared monthly
 - Quality Control activities will be part of the individual tasks
- C. Work Products
 - Invoices
 - Progress Reports
 - Schedule updates

Task 2- Kickoff Meeting and Meetings with Park City Staff

- A. Description
2 Kickoff meetings will be conducted. The first meeting will be to kick off the project, begin the CM/GC process, and begin data collection. The second meeting will kick off with the CM/GC Contractor. The second kickoff meeting will coincide with the completion of the 30% plans. Meetings will be held with Park City Staff every 2 weeks.
- B. Assumptions
 - The initial Kickoff Meeting participants will include, PM, Roadway Engineer, Water Engineer, Sewer Engineer, R/W PLS, and CM/GC Administrator. Corresponding City staff will participate.
 - The second Kickoff Meeting participants will include the cities CM/GC Contractor, ICE, City staff, PM, Roadway Engineer, Water Engineer, Sewer Engineer, R/W PLS, CM/GC Administrator.
 - Phase 1 meetings will be Bi-Weekly meetings for 9 months.
- C. Work Products
 - Meeting Agenda
 - Meeting notes

Task 3 - CM/GC Administration

- A. Description
Work closely with the City and project team in execution of the following estimating milestone and coordination efforts.
 - Initial Onboarding - Assist the City in the CM/GC contractor selection process
 - ◆ Work with the city for development of contract goals and solicitation criteria
 - ◆ High level review with the City on current funding and possible issues to develop strategic approach in the RFQ
 - ◆ Assist the City to prepare the Contractor CM/GC Solicitation documents

for City to advertise

- ◆ Assist the City in review of Contractor Qualifications and solicitation
- ◆ Assist the City with contract negotiations with selected CM/GC contractor for Pre-Construction services, staffing and fee
- ◆ Assist the City with procurement of Independent Cost Estimating (ICE) team
- Initiate and maintain risk and savings register (done at team meetings)
- Kick Off / Estimating teams Approach to Price meeting
 - ◆ Work with the project team to develop the approach to price memo of understanding and estimating guidance document
- Work Breakdown Structure (WBS) and Quantity Reconciliation Meetings
 - ◆ Develop and maintain estimating work break down structure and quantity tracking workbooks
 - ◆ Establish bid items and tasks for estimating
- Opinion of Probable Construction Cost (OPCC) Reconciliation Meetings
 - ◆ Develop and maintain estimating bid workbooks
 - ◆ Compile all bids and deliverables and distribute information to team at each OPCC reconciliation
 - ◆ Evaluate contractor and ICE bids for errors and issues
 - ◆ Meet with City to evaluate bid results and findings prior to OPCC meeting
 - ◆ Prepare meeting agendas / minutes
 - ◆ Prepare “cheat sheet” for City to use during OPCC reconciliation meetings
 - ◆ Review of contractors and ice construction schedules at each OPCC submission to ensure that schedules match the productions and durations in their bids
- Subs, Plugs and Supplier Review Meeting
 - ◆ Prepare Compliance Review and Tracking form to verify that procurement code is being maintained on subs and materials pricing
 - ◆ Prepare meeting agendas, minutes, and recommendations
- Final Negotiation Meeting
 - ◆ Compile all bids and deliverables and distribute information and results to team at each OPCC reconciliation
 - ◆ Evaluate contractor and ice bids for errors and issues
 - ◆ Meet with City to evaluate bid results and findings prior to OPCC meeting
 - ◆ Prepare meeting agendas and minutes
 - ◆ Update “cheat sheet” for City to use during OPCC reconciliation meetings
 - ◆ Review of contractors and ice construction schedules
 - ◆ Compile final bid project report, project recap and award recommendations for review by the city and council

B. Assumptions

- 12 estimating team coordination meetings. Includes Project team, CM/GC Contractor, and ICE
- Early Package Estimates are not included at this time

C. Deliverables

- Project CM/GC goals and solicitation criteria
- CM/GC Contractor solicitation documents preparation
- ICE Contractor solicitation documents preparation
- Price memo of understanding and estimating guidance document
- Estimating work break down structure and quantity tracking workbooks
- Project Team Google Site
- Meeting Agendas, Minutes, and Action Item List
- Estimating bid workbooks
- Bid result and findings document to team at each OPCC reconciliation
- Final bid and schedule evaluation report with award recommendations.

Task 4 - Data Collection

A. Description

Collect and review existing available data including Park City standards, Old Town Infrastructure Study, Park City Storm Water Master Plan, Soils Ordinances, historic preservation, and Traffic and Transportation Master Plan. Identify existing conditions that may affect project design or construction.

- **Establish Control:** Establish Horizontal and Vertical Control points which will last through construction
- **Topographic Survey:** Perform Topographic survey at a minimum of 10 feet beyond back of sidewalk on both sides of the road. We will attempt to contact the property occupant to inform them of the survey work prior to the survey.
 - ◆ Take static photos of each property frontage along Park Avenue
 - ◆ Upper Main Street from Swede Alley to Hillside Avenue including the intersections at Swede Alley, King Road and Hillside Avenue, (100 feet each leg).
 - ◆ Hillside Ave. from Marsac Ave. to Daly Ave. (200 feet each way on Marsc)
 - ◆ 300 feet south of Heber Avenue to 300 feet north of Deer Valley Drive
 - ◆ 200 feet of survey will be collected on Deer Valley Drive, Empire Avenue, and Heber Avenue
 - ◆ Obtain topographic survey data a minimum of 50 feet into all other side streets within the project limits
 - ◆ For a potential new outfall west 15th Street survey data will be collected to Silver Creek. The bike path and Silver Creek will be collected from 15th Street to Deer Valley Drive for potential outfall location
 - ◆ For potential new detention basin, survey south of the tennis courts.
 - ◆ For the extension of Sullivan Road a 40' wide survey will be surveyed from Sullivan Road to 11th Street
 - ◆ Survey all driveways within the survey limits
 - ◆ Locate all surface utilities and obtain invert elevations of all storm drain manholes, inlets and sewer manholes
 - ◆ Utility Test hole Quality Level A will be surveyed with traditional survey methods once the test holes are complete
 - ◆ Process planimetry, DTM and contour information for the area surveyed.

- **GIS:** Obtain existing GIS parcel information for all parcels fronting along Park Avenue within the project area and incorporate into the base mapping
- **Right of Way:** Collect Title reports for parcels along the alley extending south from Sullivan Road between 11th and 12th Street.
 - ◆ CM/GC
- **Drainage:** Identify initial drainage elements including: gutter, outfalls, catch basins, and pipe. Collect and review the Storm Drain Master Plan
- **Utilities:** Obtain utility mapping through utility companies with facilities in the project limits
- **Hydrologic/Hydraulic Review:** Review of the data files, assumptions and standards developed for the Storm Drain Master Plan
- **Additional Sewer Survey**
 - ◆ 9th Street between Park Ave. and Main Street for installation of new sewer line in 9th street connecting to the Main Street sewer line.
 - ◆ Next upstream sewer manhole from all junction manholes in Park Ave. including:
 - 10th Street West
 - 12th Street West
 - 1315 Park Ave. East
 - 1412 Park Ave. East
 - 1450 Park Ave. East
 - 15th Street West

B. Assumptions

- Existing traffic data will be available from the City and UDOT. No traffic analysis will be required
- Costs for additional sewer will be tracked separately
- The Record of Survey provided by the City is accurate and will be utilized for the properties for the extension of Sullivan Road.

C. Deliverables

- Preliminary survey plans
- R/W research and ownership records
- Project base mapping

Task 5 - Preliminary Roadway Design

A. Description

- Develop 30% Roadway Plans for upper Main Street between Swede Alley and Hillside Ave.
 - ◆ Traffic calming opportunities will also be evaluated along Hillside Ave and the intersection of Hillside Ave. and Marsac Ave.
 - ◆ Evaluate road diet opportunities
 - ◆ Develop innovative concepts for traffic calming, including intersection modifications at Hillside Ave. and Daly Ave, Main Street and Park Ave., and Main Street and Swede Alley.
- Develop 30% Roadway Plans for Park Ave.
 - ◆ Coordinate with roadway engineer regarding ROW needs.

- ◆ Determine centerline alignment (horizontal and vertical)
- ◆ Define typical sections
- ◆ Develop 30% roadway plans
- ◆ Coordinate with other Disciplines
- Develop 30% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan
 - ◆ Detention plan
- Develop 30% Waterline Plans
- Incorporate 30% Wastewater Plans
- Prepare survey control sheet and sign and seal.
- Prepare Project Design Criteria memo
- Prepare initial Engineer's Estimate
- Conduct Risk Workshop
- Prepare Risk and Savings register
- B. Assumptions
 - Hours include a full reconstruct reconstruction
 - Road diet principals will be incorporated
 - Upper Main Street scope hours include evaluation of two roundabout. Roundabout design would be included as additional scope
 - Two simple retaining wall designs (less than 8' height, for landscaping)
 - No traffic analysis will be required
 - CM/GC Contractor, ICE will participate in the Risk Workshop
 - Snyderville Basin and engineers will participate in the Risk Workshop
 - Parking lot will not be relocated as part of this scope
- C. Deliverables
 - 30 percent plans
 - Project Design Criteria memo
 - Risk and Savings Register
 - Bid items and quantity list

Task 6 – Drainage Study, Preliminary Storm Drain Design and Drainage Report

- A. Description
 - **Hydraulic Model:** Develop a new hydraulic model using the StormCAD model completed for the Storm Water Master Plan as the basis. The Treasure Mountain subdivision will be removed from the proposed hydraulic model. A new storm drain outfall will be evaluated to Silver Creek from Park Avenue along 11th Street. The outfall will include design from the 11th Street alignment north along the bike trail to a positive outfall. The model will include an evaluation of a proposed detention basin adjacent to the west side of Silver Creek extending from 11th Street north to Acoustic Park.
 - **Hydraulic analysis:** Perform hydraulic analyses to determine spread width on pavement areas and inlet performance. Pavement hydraulic analysis, storm drain hydraulic analysis and pipe sizing will be performed with StormCAD software to conform to Park City criteria.

- **Hydrologic Analysis:** Perform a hydrologic analysis to design onsite systems using StormCAD to conform to Park City criteria. The Rational Method will be employed to estimate discharges to roadway inlets.
- **Preliminary:** Prepare a Preliminary Hydraulic Report and submit with the 30% design plans. This report will document design criteria and engineering methodologies and will contain an executive summary, narrative, drainage area map, hydrologic calculations, hydraulic calculations, reference tables, calculation tables, supplemental calculations, computer printout and electronic files.
- **Update to Storm Drain Master Plan:** The Park City Storm Drain Master Plan will be updated with the proposed storm drain system.

B. Assumptions

- Evaluation of additional storm drain outfalls would be additional work
- Treasure Hill development will be removed from the model
- The new storm drain system and the removal of the Treasure Hill development will be revised in Storm Drain Master Plan. Any other revisions would be additional services

C. Work Products

- Revised storm drain model
- Preliminary Hydraulic Report
- Revised Storm Drain Master Plan
- Project Design Criteria
- Bid items and quantity list

Task 7 – Preliminary Water Line Design

A. Description

The existing waterline along Lower Park Avenue is primarily 6-inch ductile iron installed between 1974 and 1982 with a small section of newer 8-inch ductile iron from Heber Avenue to 7th Street that was installed in 2004. The waterline on Park Avenue from Heber Avenue to Deer Valley Drive is approximately 4,500 ft long. The waterline has numerous fire hydrants, fire service lines, connections to intersecting water mains, and service laterals. There is a PRV station at approximately 7th Street that separates Masonic pressure zone from Lower Old Town pressure zone and a second PRV station at approximately 15th street that separates the Lower Old Town pressure zone to the south from the Lower Park Avenue pressure zone to the north. A new water.

We will meet with personnel from Park City to collect existing information pertinent to the project including previous studies, roadway information, water information, house sheets for water services, GIS information, and other related information. Field investigations will be completed to gather data pertinent to the project. This information will be reviewed and used in the design of the waterline as follows:

- A field condition assessment on existing water meter pits and their locations will be performed by Park City
- Evaluate fire hydrant locations and replace all fire hydrants to meet code

- requirements. Park City Water will provide input of hydrant locations
 - Determine a recommended stopping point for waterline replacement near or in the intersection of Park Avenue and Deer Valley Drive
 - Coordinate with City personnel to evaluate the replacement and siting and/or removal of the 7th Street and 15th Street PRV stations
 - Coordinate waterline alignment with roadway and other utilities to meet Division of Drinking Water (DDW) rules and City requirements
 - Evaluate need for bypass waterline system during construction.
- B. Assumptions
- Replace all waterlines within the project corridor along Lower Park Avenue and all connections to existing waterlines at project boundaries.
 - New waterlines will be 8-inch minimum with larger pipe size considered based on City requirements and Master planning efforts performed by a separate contract
 - Replace all service laterals and meter pits unless determined otherwise during the evaluation
 - ◆ City preference is for meter pits to be located behind sidewalk
 - ◆ Easements will not be required for the work associated with the water meters
 - Replace all waterline valves and locate new valves for effective system isolation and flushing
- C. Work Products
- 30 percent preliminary water line alignment plans at 1"=20' scale including proposed locations of new hydrants, valves, watermain connections, and PRV stations
 - Table of existing meter pits with sizes, condition, and notes and recommendations from field evaluation
 - Project Design Criteria
 - Bid items and quantity list

Task 8 – Sanitary Sewer Line Design

- A. Description
- The sanitary sewer line design will be performed under a separate scope of work and contract. Work for this contract will include coordination of the other design elements. Preparation of one set of preliminary and final design plans that incorporate all of the design elements
- B. Assumptions
- Sanitary sewer will be designed under a separate contract with Snyderville Basin
 - Sanitary sewer plans and specifications will be incorporated into the plan set
- C. Work Products
- Incorporated 30 percent sanitary sewer line plans
 - Bid items and quantity list

Task 9 – Geotechnical Investigation and Design

- A. Description
- Perform a geotechnical investigation along the area of Park Avenue proposed for reconstruction. Information included in the geotechnical report will be used during design and construction of the road.
 - Perform a geotechnical investigation along upper Main Street from Swede Alley to Hillside Ave.
- B. Assumptions
- Drill 8 borings along the area of Park Ave. proposed for reconstruction. The borings will be drilled to a depth of approximately 10 feet or auger refusal.
 - Drill 3 borings along the area of upper Main Street for potential for reconstruction. The borings will be drilled to a depth of approximately 10 feet or auger refusal.
 - Slotted PVC pipe will be placed in each of the borings to facilitate future measurement of the subsurface water level, if present.
 - Asphalt patch will be used to patch boreholes
 - Traffic control and flaggers will be provided during the field investigation
 - Permits or other fees are not anticipated to be required
- C. Work Products
- Prepare a geotechnical report that summarizes information obtained during the field and laboratory investigations
 - Park Ave. pavement design for City Engineer approval
 - Main Street pavement design for City Engineer approval
 - Evaluate the fill encountered in the borings for lead and arsenic content
 - Geotechnical lab testing to determine soil classification, moisture content, dry density, moisture-density relationship (proctor), California Bearing Ratio, resistivity, water soluble sulfates and soil pH
 - Provide geotechnical recommendations for pavement section, suitability of subsurface soils for supporting reconstructed road, drainage considerations, suitability of on-site soil for fill, recommendations for imported fill, compaction criteria

Task 10 - Environmental

- A. Description
- Conduct field survey and possible wetland delineation to document existing conditions and identify potential impacts and stream alteration permit requirements
 - Prepare MS4 permit data for potential new outfall
 - Additional environmental and resource GIS layers will be readily available from ESRI or Agency websites
- B. Assumptions
- Field surveys for archaeological, paleontological, and historic architectural resources are not anticipated
 - All historic buildings located on properties directly abutting the project corridor will not be require cultural resource documentation
 - Consultation with UGS will not be required

- Phase I report for Hazardous Materials is required
 - 404 Nationwide Permit will not be required (wetlands will be avoided if possible)
- C. Work Products
- Wetland delineation and Wetland Delineation Report will be prepared for submittal to the U.S. Corps of Engineers if needed
 - Stream alteration permit will be prepared if required

Task 11 – Subsurface Utility Engineering

- A. Description
- Provide Subsurface Utility Engineering (SUE) Quality Levels “D, C, B & A” as per ASCE 38-02 “The Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” for the Project. The project area includes the following limits:
- From 100 feet south of the curb returns of Heber Ave. continuing along Park Avenue to Deer Valley Dr.
 - From the south curb returns of Deer Valley Drive 25 feet into the intersection.
 - 20’ down each side street off Park Ave.
 - 15th Street from Park Ave. to Silver Creek Trail including approximately 200 feet north of 11th Street
 - Silver Creek Trail from 15th Street to Deer Valley Dr.
 - New sewer lateral near 9th Street, 110 feet east 25 feet south
 - New Sewer lateral near 1030, 85 feet east

Quality Levels D, C & B

Complete the mapping of utility alignments as follows:

- Upper Main Street quality Level D
- Produce and obtain necessary encroachment permits from local jurisdiction(s) to perform the Work within project right-of-way
- Coordinate with a local traffic control provider to produce traffic control plans and secure traffic permits from local jurisdiction(s)
- Receive Quality Level “D” as-built/record drawings from Client and Utility Owners
- Quality Level “C & B” Designation efforts will be performed with electromagnetic (EM) detection equipment including but not limited to a Vivax VM810, Vivax vLoc Pro2, Magnawand ID 2100 and Pipehorn 800. The use of EM devices can produce positive results when target utilities are of conductive (metallic) material.
- Identify and record surface appurtenances for subsurface utilities, i.e. manholes, valves, hydrants, etc.
- Attempt to achieve Quality Level B for non-gravity subsurface utilities. For gravity fed utilities, attempt to achieve Quality Level C including obtaining inverts (measure downs) when possible. Where unable to attain Quality Level B or C, subsurface utilities will be categorized Quality Level D based on Utility Agency/Owner records.

- ◆ Non-gravity subsurface utilities include communication, electric, steam, water, gas, traffic signal, traffic power, and streetlight. In addition to trunk/main lines, attempt to designate services lines above 1.75" for all utilities mentioned above. However, small diameter services under constructed of non-toneable material (generally water, sewer and/or steam) are impracticable to designate.
- Gravity fed subsurface utilities include sanitary and storm sewers. Due to their typical linear nature, traditional collection of information, through accessing manholes and structures to inventory and survey the presence and location of pipes inside the structure, provides the desired information for these types of facilities. In addition, sanitary services are typically not able to be designated or investigated in the field as there is often limited or no accessibility and typically, they are small size and non-toneable. If traditional survey does not provide the needed information, such as where connectivity questions or where curved sewer alignments exist, (assuming access and conditions inside the pipe permit) a sonde or flexrod may be pushed through and tracked to assist in such situations.
- For Quality Level "B" Designation efforts of nonconductive materials such as PVC, Asbestos Cement, Terracotta, and Plastic pipes. SUE technicians will utilize an LMX100 250 MHZ ground penetrating radar (GPR) unit that will provide the opportunity to detect utilities of non-conductive material as well as undocumented utilities.
- Produce electronic field sketch (not to scale) of utilities detected and surface facilities
- QA/QC Designation field sketch against Quality Level "D" as-built/record drawings
- Coordinate with the project surveyor as needed for collection of Designating reference points and surface utility appurtenances

Quality Level A

Complete utility test holes via vacuum excavation methods at the locations to be determined at a later date. Test hole work as follows:

- Produce and obtain necessary encroachment permits from Park City to perform the Work within right-of-way
- Coordinate with a local traffic control provider to produce traffic control plans and secure approved traffic control permits from Park City
- Coordinate the set-up and breakdown of traffic control devices at test hole locations
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, as-built plans, etc.
- Notify and pre-mark test hole locations for Blue Stakes of Utah 811 Call-Before-You-Dig service 48 hours before any excavation
- Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process
- Use air vacuum excavation methods to excavate and expose targeted utility

- Record utility data: type, depth, size, and material as readily obtainable. If the utility is a duct bank or encased, we will attempt to record top, bottom, width and configuration.
- Backfill test holes located in natural ground or sidewalk with native material excavated from the hole and compacted pneumatically in one-foot lifts
- Backfill test holes located in roadway (asphalt or concrete) with CLSM (slurry) as required by Park City
- Surfacing restoration of test holes within pavement/concrete surfaces will comply with Park City requirements using Utilicor Technologies; Utilibond™ bonding agent to replace cores.
- Coordinate with the project surveyor as needed for collection of test hole reference points

B. Assumptions

55,000 linear feet of designating and 75 test holes for Park Avenue. A per test hole price will be provided in the event that extra test holes are needed.

- All work will be within Park City or UDOT right-of-way
- Access to properties not owned by Park City will be coordinated by Park City when necessary
- Permit and inspection fees will be waived by Park City
- Work will be completed during regular business hours. If it is necessary to complete work at night, additional costs will apply.
- Park City will provide all available City utility records/maps
- Designation and test hole reference points will be surveyed to project control by the project surveyor. Project Surveyor will provide AutoCAD file using required CADD standards depicting the utility lines resulting from the survey.
- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.
- Any and all available utility records/maps will be provided prior to start of the field investigation
- Park City will coordinate clear access to work area and utility manholes/vaults of City owned utilities, if necessary
- Test Hole locations will all be conducted at one time. Any additional mobilizations will be considered additional work
- Test Hole standard bill rate is based on a maximum depth of 7.00'. If the hole exceeds 7.00' an additional per foot charge applies. Test holes for the sanitary sewer may exceed 7 feet. Deeper holes will be provided as determined later will be conducted as an additional per foot charge and included as Additional Work.
- All data will be referenced to the control network that will be provided by the project surveyor
- One week permitting process times.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), an additional cost-plus fee will

apply

- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.
- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. Will obtain information on multiple utilities when possible.
- No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
- No guarantee can be made that all utilities will be discovered and located due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
- Nonmetallic utilities such as PVC, asbestos cement, terracotta, and plastic pipes are considered nonconductive and cannot be traced with electromagnetic designating instrumentation.
- Ground penetrating radar (GPR) equipment will be used in an attempt to discover and locate nonmetallic/nonconductive utilities.
- Various factors can affect GPR results, such as pipe size, depth, and, most importantly, environmental factors such as soil conditions and subsurface ground water. No guarantee can be made that all nonmetallic utilities will be discovered and located.
- Quality Level A test hole costs for the Sanitary Sewer will be tracked separately.

C. Work Products

Designating Quality Levels D, C & B

Provide an AutoCAD utility file depicting the utilities discovered within project limits based on record research and field investigation. The utilities will be depicted per ASCE 38-02 quality level guidelines and Park City CADD Standards.

Test Hole Quality Level A

Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location and a combined spreadsheet including X, Y and Z coordinates. Such Report shall include the following information.

- Test hole number and date of completion
- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface
- Collected utility data: type, depth, size and material as readily obtainable
- Provide utility photos where obtainable at exposed locations
- Provide an updated utility Quality Level D, C & B 3D CADD utility file incorporating the new Quality Level A test hole information

Task 12 - Utility Coordination

A. Description

The following outlines the basic activities to be completed for utility coordination of **power, gas, and communication** utility owners. Generally all work will be completed in accordance with the UDOT Utility Coordination MOI, Admin. ``Rules R930-7 and R930-8, and 23 CFR 645, modified as needed to meet the requirements of Park City. With the initiation of the SUE process, utility companies will be contacted, notifying them of the project as well as requesting easement and betterment information.

- **Utility Conflict Matrix:** Potential conflicts will be identified once the utilities are depicted. A conflict analysis will be performed reviewing the proposed project construction for potential impacts, both direct and indirect to existing utility facilities. A conflict matrix will be prepared to track conflicts through the life of the project from identification to resolution.
- **Utility Information Meeting:** A Utility Information Meeting will be held to review potential utility impacts and resolutions with the utility companies and the CM/GC team. As part of this meeting any utility relocations requiring long lead time will be identified.
- **Utility Design Meeting:** As design progresses, the conflict matrix will be updated accordingly. A Utility Design Meeting with affected utility companies reviewing all potential conflicts and their potential corresponding resolutions establishing action items so cost-effective resolutions are reached. Test hole locations to provide additional information on potential utility conflicts will be discussed. KCI will request relocation plans, estimates (if applicable) and schedules from the involved utility companies.
- **Utility Relocations:** Coordinate with the affected parties to facilitate plan and cost estimate (if applicable) development for utility relocation work that will be included in the construction contract. This work may also include portions of utility relocations, such as trenching or conduit placement, that will be completed by the utility companies.
- **Final Utility Design Meeting** to resolve any remaining unresolved utility conflicts and prepare for the transition from design to construction. Coordinate with utility companies to facilitate completion of their utility relocation plans, estimates (if applicable) and schedules. The CM/GC team will review the submitted utility relocation plans, estimates (if applicable) and schedules will be conducted to make sure that all utility conflicts have been addressed and that they are compatible with project construction and other utility relocations.

B. Assumptions

- Coordinate with the power, gas and communications companies as well as the project team for water, storm sewer and sanitary sewer
- Park City shall provide franchise agreements, permit records and any other pertinent agreements for all utilities within the project corridor

C. Work Products

- Minutes of Utility Meetings
- Utility Conflict Matrix

- Approval of submitted utility relocation plans, estimates (as applicable) and schedules
- Utility specification (Limitations of Operations)

Task 13 - Touch Points to the public

A. Description

- Initial Touch Point –May
 - ◆ Mailer and Survey
 - ◆ Pilot Project Impact
 - Engage
 - Survey
 - ◆ Advertise the design of the project and moving forward with the council approved option
 - Outline items of project
 - Utility upgrades
 - Roadway improvements
 - CM/GC approach
 - Schedule
 - Gather input from Survey
 - Do you have a home that fronts Park Ave?
 - Who would you like us to contact for design/ construction coordination? Property Managers?
 - Are there concerns you have regarding your frontage? Heated driveways? Additional information?
- Provide an initial touch point for the residents and businesses in the upper Main Street area.
- Hold a meet the Contractor Meeting – July / August
 - ◆ Introduce more about the CM/GC process
 - ◆ Present 30-60% plans
 - ◆ Gather input
 - Explain challenges and approaches
 - Include questions that we can incorporate
- Construction Sequencing Meeting– November
 - ◆ Present 90% plans
 - ◆ Present construction sequencing / approach
- Construction Begins Meeting – Spring 2022
 - ◆ Present 90% plans
 - ◆ Present construction sequencing / approach

B. Assumptions

- Meet The Contractor meeting will be a zoom meeting on-line
- Construction Sequencing meeting will be a zoom meeting on-line
- Construction Begins meeting will be a zoom meeting on-line

- Two meetings with City Council
 - Two meetings with the Planning Commission
- C. Work Products
- Meeting Records
 - Survey Results

Task 13A – Public Involvement

- A. Description
- In order to meet the needs of the audience for each area (Park Ave. and Upper Main Street), information will be separated with a direct link between the two projects.
 - Develop Outreach Strategy
 - ◆ Develop Community Engagement plan with updates for the Park Avenue Project and for the upper Main Street area.
 - ◆ Review and develop database of homeowners in the two areas, compile addresses
 - Develop Outreach Materials
 - ◆ Provide a project brand for each of the areas that are linked to show the same project team and contractor.
 - ◆ Provide regular internal updates / communication for council meetings.
 - ◆ Review and update Park City webpages. It is assumed that each study will maintain its own information but will be directly linked
 - ◆ Develop initial survey for homeowners / public for the Park Avenue Area.
 - Gather feedback on preferred option
 - Gather contact information – specifically if second homeowners
 - ◆ Create mailers for homeowners along the corridor for the Park Avenue Area
 - ◆ Create information sheets with information for each area
 - ◆ Create ads for Park Record for major events
 - ◆ Work with Park City Communications to post information to ‘Engage Park City’ to gather information for the Park Avenue area
 - ◆ Work with Park City Communications to post information to ‘Engage Park City’ to gather information for the upper Main Street area
 - Hold Meetings with Stakeholders – it is assumed the meetings will be held on the same day with information available for each project area
 - Coordinate with Project Team
 - ◆ Attend Design Team Meetings
 - ◆ Attend Communication Team Meetings
 - Coordinate with Project Partners as needed to provide updates
 - ◆ Snyderville Basin
 - ◆ Emergency Services
 - Coordinate With Key Stakeholders / Community Groups
 - ◆ Coordinate with PC Staff
 - ◆ Recreation - access to Park and Rec Center

- ◆ PC Library
 - ◆ PC Special Events
 - Miners Hospital rentals
 - Common events
 - Egyptian rental
 - Sundance
 - ◆ Coordinate with PC Merchants
 - ◆ Coordinate with Businesses along the corridor
 - ◆ Coordinate with the upper Main Street residents and businesses
 - Respond to Stakeholder Concerns
 - ◆ Respond to general stakeholder concerns via phone and email.
 - ◆ Attend necessary meetings to resolve issues
- B. Assumptions
- Park Avenue and upper Main Street meetings will be held on the same day at subsequent times in order to present relevant information to each audience.
 - PC will provide spreadsheet of contacts to compile addresses
 - 4 updates to the web page
 - PC Survey Monkey account will be used for survey of homeowners
 - ½ page postcard for homeowner mailers
 - 3 information sheets during design (Utilize PC EMMA account to send information)
 - 4 touch points with the Park Record
 - Hold one online meeting Zoom meeting and 2 in person Stakeholder Meetings
- C. Work Products
- Communication log
 - Updated contacts spreadsheet
 - Postcard mailers
 -

Task 14 – Envision ISI

- A. Description
- The ISI Envision checklist will be reviewed during the kickoff meeting. The checklist items will be tracked and reviewed at each design meeting to monitor progress. The project will be scored and rated using the ISI Envision Rating System. The requirements for formal submittal will be tracked. Cost estimates will be prepared for formal submittal.
- B. Assumptions
- Items identified to improve the score will be approved during the concept design so that final plans will not need to be redesigned.
 - Submittal to Envision for score verification is not part of this scope but would be included as additional work
- C. Work Products
- ISI Envision Checklist with ratings
 - Cost estimate for formal submittal

Task 15 – Right of Way and Property

- A. Description
 - Research and prepare ownership records, warranty deeds and easement documents as needed for parcels along Sullivan Road alley
 - Prepare property exhibits showing the extent of the affected properties
- B. Assumptions
 - Research ownerships of approx. 15 Parcels along the Sullivan Ave. alley between Park Ave. and Deer Valley Drive for base map.
 - 3-4 Acquisitions
 - 10 Acquisitions for safety concerns such as ADA ramps
 - No easements for Park Ave.
 - Property access letters for construction of utility laterals or other improvements are not included in this scope of work but would be included as extra work or included in phase 2.
- C. Work Products
 - Deed Documents, ownership records, property exhibits as required for acquisition

Task 16 – Preliminary 30 Percent Review/Geometry Review Meeting

- A. Description
 - Prepare 30% review meeting agenda
 - Attend 30% review meeting
 - Compile 30% review comments
 - Compile bid Item and quantity list
 - Conduct Risk Workshop and develop Risk Savings Register
- B. Assumptions
 - Hard copies will be delivered to Park City. UDOT will download documents from ProjectWise
 - CM/GC Contractor and ICE will participate in the review meeting
- C. Work Products
 - Comment resolution form with 30% comments

Task 17 – 60 Percent Design

- A. Description
 - Advance design to 60% level. Including
 - ◆ Address 30% comments
 - ◆ Typical Section Sheets
 - ◆ Roadway plan sheets with callouts
 - ◆ Profile sheets with vertical alignment and super-elevation diagram
 - ◆ Signing and striping sheets with new and relocated signs and striping, including removals.
 - ◆ Retaining wall plans
 - ◆ Landscaping plans
 - ◆ MOT plan

- Develop 60% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan and profile
 - ◆ Detention plan and grading
 - ◆ Drainage details
 - Preliminary SWPPP
 - Update bid item list and quantities
 - Develop 60% utility plans with test holes information at possible utility conflict locations
 - Compile and maintain risk and savings register (done at team meetings)
 - Develop 60% Waterline plan and profile drawings and details
 - Include 60% Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
 - Draft technical specifications
 - Landscape irrigation and aesthetics concept plan will be developed during the 60% design phase. This will include roadside landscaping, native restoration areas, and conceptual aesthetic treatments identified during the planning phases of the project.
- B. Assumptions
- Street lighting is not included in this scope but would be included as additional services
 - A maximum of two retaining wall designs (sections) are included. The included walls are simple walls for the “Gateway Box” and landscaping.
 - No final planting plans
- C. Work Products
- 60% plans
 - 60% technical specification
 - 60% bid item and quantity list
 - Conceptual plans for landscape and aesthetic treatments
 - Risk and Savings Register

Task 18 - 60 Percent Design/Plan in Hand Review Meeting

- A. Description
- Prepare 60% review meeting agenda
 - Attend 60% review meeting
 - Compile 60% review comments
- B. Assumptions
- Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the reviews
- C. Work Products
- Comment resolution form with 60% comments.

Task 19 – 90 Percent Design

- A. Description
- Advance design to 90% level. Including

- ◆ Address 60% comments
 - ◆ Typical Section Sheets
 - ◆ Roadway plan sheets with callouts
 - ◆ Profile sheets with vertical alignment and super-elevation diagram
 - ◆ Signing and striping sheets with new and relocated signs and striping, including removals.
 - ◆ Retaining wall plans
 - ◆ Landscaping plans
 - ◆ MOT plan
 - Develop 90% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan and profile
 - ◆ Detention plan and grading
 - ◆ Drainage details
 - Final SWPPP
 - Update bid item list and quantities
 - Develop 90% utility plans with test holes information at possible utility conflict locations
 - Compile and maintain risk and savings register (done at team meetings)
 - Develop 90% Waterline plan and profile drawings and details
 - Include 90% Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
 - Technical specifications
 - Landscape irrigation and aesthetics concept plan will be developed during the 90% design phase. This will include roadside landscaping, native restoration areas, and conceptual aesthetic treatments identified during the planning phases of the project.
- B. Assumptions
- Street lighting is not included in this scope but would be included as additional services
 - A maximum of two retaining wall designs (sections) are included. The included walls are simple walls for the “Gateway Box” and landscaping.
 - No final planting plans
- C. Work Products
- 90% plans
 - 90% technical specification
 - 90% bid item and quantity list
 - Conceptual plans for landscape and aesthetic treatments
 - Risk and Savings Register

Task 20 - 90 Percent Review Meeting

- A. Description
- Prepare 90% review meeting agenda
 - Attend 90% review meeting

- Compile 90% review comments
- B. Assumptions
 - Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the reviews
- C. Work Products
 - Comment resolution form with 90% comments.

Task 21 - Final Design

- A. Description

The Final Design review will be to verify all comments have been accurately included. Finalize plan sheets

 - Address 90% comments.
 - Prepare special provisions
 - Update Engineer's Estimate
 - Update PDC based on final design elements.
 - Compile and maintain risk and savings register (done at team meetings)
 - Develop Final Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan and profile
 - ◆ Detention plan and grading
 - ◆ Drainage details
 - Finalize Waterline plan and profile drawings and details
 - Incorporate final Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
 - Finalize technical specifications
 - Finalize landscape and irrigation plans
 - Finalize aesthetics plan
 - Finalize SWPPP
 - Finalize bid item and quantity list
 - Finalize the hydraulic report
- B. Assumptions

No new comments will be added during the Final Review
- C. Work Products
 - Final plans
 - Final technical specifications
 - Final Hydraulic Report
 - Final bid item and quantity list
 - Risk and Savings Register

Task 22 – Final Design Review

- A. Description
 - Prepare final design review meeting agenda
 - Attend final design review meeting

- Compile final design review comments
- B. Assumptions
 - Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the review meeting
- C. Work Products
 - Comment resolution form with Final Design comments.

Task 23 – Prepare CM/GC Contractor Bid Document (Phase 2)

- A. Description

Address final design and public meeting comments, and prepare final bid documents including the design drawings, bid schedule, measurement and payment, technical specifications and Engineer's Estimate in an electronic format should the city elect to sever and not award to CM/GC contractor.
- B. Assumptions
 - Attend one meeting with City advertising personnel
 - This work would be part of Phase 2 and not included in this project
- C. Work Products
 - Bid document package in electronic format (CDs)

Planter Box Medians





Allow overnight parking to slow traffic and give “neighborhood feel”

Remove overnight parking in winter for snow plowing

On-Street Parking



On-Street Parking with Planter to prevent parking in bike lane



Planter Box Curb Extension Enhancement



Planter Box Lane Shift



On-Street Parking



Planter Box Lane Shift



Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Sarah Pearce

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Discuss Transit Separation Interlocal Agreement

(A) Public Input

Suggested Action:

Review and provide feedback

Attachments:

[Transit Separation Interlocal Agreement Staff Report](#)

[Exhibit A: Draft City-County-District ILA](#)



City Council Staff Report

Subject: DRAFT Transit ILA – Separation Agreement
Author: Sarah Pearce, Deputy City Manager
Department: Executive
Date: June 17, 2021
Type of Item: Administrative

Recommendation

Review the parameters of a mutually agreeable transit separation with Summit County and provide feedback to staff. Summit County is reviewing the same draft agreement this week. The terms reflect several months of collaboration to enable Summit County/High Valley Transit to focus on regional transit services and Park City Transit to focus on municipal transit services. City and County staff will continue to work through redlines this week with a plan to finalize the agreement and return to Council on June 24, 2021 for final adoption. Exhibit A: Draft Transit ILA

Background

Park City has operated a fare-free public transit system for more than 40 years. For approximately 20 years, Park City Transit (PC Transit), a Park City Municipal Corporation (PCMC) department, partnered with Summit County to provide services to the surrounding area outside City limits. The following agreements were adopted over time between PCMC and Summit County:

- In 2006, PCMC and Summit County formalized an Inter-Local Agreement (ILA) to provide transit services to the wider County region.
- In 2009, the ILA was amended to include terms regarding the expanded Iron Horse bus garage.
- In 2016, a second ILA was signed to document the City and County's agreement regarding implementing and distributing the Additional Mass Transit Tax.

As you know, Park City Transit is the sole operator of the PC transit system. Summit County contributes financially for services rendered in the County. PC Transit consists of bus operations, federal grant applications and compliance, fleet maintenance, staffing, paratransit service, technology, public information, marketing, etc.

As demand for regional transit services continues to grow along the Wasatch Back, both parties recognized in early 2019 the need to build a new structure that could meet the complex challenges of regional demand and at the same time prevent any degradation to existing services. Fortunately, Summit County also benefited from several new transit tax revenues, including the County Public Transit Tax (5th Quarter), Additional Transit County Tax (4th Quarter), and Additional Mass Transit Tax (2nd Quarter). This provided a unique opportunity for PCMC and Summit County to work together to support creating a new regional system.

Subsequently, Summit County created the High Valley Transit District (HVT) in May 2021 to serve as the transit system for the region. HVT contracted with a private transit service provider and began transit operations in June 2021.

Analysis

The process, analysis, and terms for separating transit operations and resources into two distinct independent entities have been extensive. The working group included City and County

staff and Joint Transit Advisory Board (JTAB) elected officials. The group was guided by principles of fairness, transparency, simplicity, and good faith. The new agreement, which eliminates all previous agreements, represents an equitable separation. Staff and Council liaisons set the following goals for the split:

- ✓ Support the success of both Summit County and Park City transit systems;
- ✓ Enable the City and County to each operate their respective transit systems independently after July 1, 2021;
- ✓ Eliminate cumbersome invoicing, sharing of federal funds, direct involvement in each other's routes; and
- ✓ Determine fair and reasonable separation terms based on transparency and good faith negotiations.

There were extensive details to be worked out in the separation. The following are the significant areas that were analyzed and valued in preparing separation terms:

- Transit Taxes
 - o Summit County has implemented all transit taxes available under Utah State law; Park City receives a portion of several. Of the five transit taxes, only the Additional Mass Transit Tax (2nd Quarter) is directly affected by the separation. As of July 1, 2021, the 2nd Quarter tax will be distributed based upon the point of sale, including unallocated fund balance. **See Section 2. Additional Transit Funding Agreement.**
- Assets
 - o Facilities – Park City will transfer federal grant obligations, maintenance, and operational responsibilities of the Kimball Junction Transit Center to Summit County. The Iron Horse bus garage and Old Town Transit Center remain solely owned and operated by Park City. **See Section 3. Real Property Transfers.**
 - o Vehicles – Summit County has contributed to a vehicle replacement fund for several years. Accordingly, to reflect their financial interest, Park City recommends transferring five diesel buses and four new electric buses, expected in 2022, to HVT. Additionally, HVT assumes all responsibilities for the regional PC-SLC Connect route, including four electric buses already dedicated to that route, expected to arrive in 2022. **See Section 1.1.1 District Fleet Buses and Section 1.1.2 District UTA Buses. See also Section 10.2 Lease Agreements.**
- Routes
 - o Starting July 1, 2021, Park City Transit will only provide service within Park City Municipal boundaries (1 Red, 2 Green, 5 Yellow, and other seasonal routes), as well as connections to regional transit hubs (10 White Electric Express). HVT will focus on regional service, connecting key Wasatch Back destinations. **See Section 4. Operation of the Park City Electric Xpress. Section 5. Bus Rapid Transit. Section 7. SLC-SC Transit Agreement**
 - o Paratransit Service
 - Beginning July 1, 2021, “Valley Ride” (operated by HVT) will provide ADA complementary Paratransit service outside Park City. Park City Mobility will continue to provide ADA services for trips beginning within Park City boundaries.
 - A letter communicating these changes was sent to current paratransit riders.
- Federal Grants
 - o After June 30, 2021, Park City Transit and HVT will independently seek their own federal grant funding. **See Section 6. FTA Funds and Pandemic-Related Relief.**
- Miscellaneous Operational Items

- o City and County staff continue to work collaboratively to ensure all relevant operational items are addressed promptly, including bus technology hardware and software, marketing and communications, webpage updates and apps, and ADA service communications. Some of this work will be ongoing in the near term and is consistent with our focus to minimize any disruptions to the public.

Joint Transit Advisory Board (JTAB)

The JTAB will hold its last meeting on June 15, 2021. HVT has formed its own board and holds public meetings regularly. Park City Transit will provide frequent reports to the Park City Council, including ridership and other operational updates. Staff from both systems will meet and communicate regularly to ensure the community continues to receive quality transit service throughout the region.

Both transit services welcome public feedback through the following channels:

Park City Transit

(435) 615-5350

<https://www.parkcity.org/departments/transit-bus/transit-feedback-form/-fsiteid-1>

Park City Paratransit:

(435) 615-5353

TTY (435) 615-7041 or 711

TTY En Espanol (888) 346-3162

pcmobility@parkcity.org

High Valley Transit

(435) 246-1538

hi@highvalleytransit.org

Valley Transit (Paratransit)

(435)246-1538

TTY 711

valleyride@highvalleytransit.org

Park City Council, Summit County Council, and the High Valley Transit Board meetings are also available for public comment and feedback.

Financial Impacts

The following financial model illustrates the projected impacts on the PC Transit budget.

Revenues	Prior to separation	FY22	FY24	FY26
Transit Sales Taxes	\$7,163,936	\$10,004,747	\$10,511,237	\$11,043,369
Federal Grants	\$2,100,000	\$2,100,000	\$1,100,000	\$1,100,000
Other Revenue	\$630,500	\$650,000	\$674,173	\$699,037
Summit Co. Contribution	\$6,425,047	\$0	\$0	\$0
	\$16,319,483	\$12,754,747	\$12,285,410	\$12,842,406

Expenses

Base PC Transit	\$11,815,041	\$9,246,045	\$9,809,129	\$10,406,505
10 White	\$2,630,812	\$2,712,178	\$0	\$0

Federal Grant Summit Co. Distribution	\$1,192,194	\$0	\$0	\$0
248 Express	\$0	\$0	\$1,500,000	\$1,591,350
	\$15,638,047	\$11,958,223	\$11,309,129	\$11,997,855
+/-	\$681,436	\$796,524	\$976,281	\$844,550

Looking Toward the Future

Park City's Transportation Planning Department will complete the City's Long Range Transportation Plan in the next several months. In addition, an updated Short Range Transit Plan and Active Transportation Plan will be completed in 2022. These plans will guide and establish priorities for Park City for the next several years as the City focuses on improving access, safety, and environmental sustainability within the City. Community feedback shows a desire for a long-term vision and plan, and taken together, these will provide this guide-path. This same strategy was used a decade ago, and it helped successfully prioritize the Kimball Junction Transit Center, Express lanes on SR-224, traffic signal bus prioritization, and the Transit Operations Center.

Conclusion

Staff and Council JTAB liaisons have worked diligently over the past several months to analyze settlement terms to ensure essential transit services continue to evolve while maintaining financial stability for the Transportation Fund. The proposed ILA establishes a unique form of governance for transit service with two independent, mutually supportive transit agencies. This governance structure reflects the blend of transit taxes that flow to Park City and Summit County and the unique transportation needs within Park City and across the region.

Department Review

Transit, Legal, and Executive

Attachments

Exhibit A: DRAFT City County District ILA

INTERLOCAL COOPERATION AGREEMENT FOR TRANSIT SYSTEM SERVICES

This Inter-local Cooperation Agreement for Transit System Services (“*Agreement*”) is entered into this ____ day of _____, 2021 (the “*Effective Date*”), by and among **HIGH VALLEY TRANSIT DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*District*”), **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter, “*City*” or “*Park City*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, the City provides a system of local public transit for its residents, workforce, and visitors (“*Park City Transit*”); and,

WHEREAS, the District, a small public transit district, provides public transit services to its residents, workforce, and visitors within its jurisdictional boundaries and which intends through annexation to expand its jurisdictional boundaries to become a provider of regional transit services; and,

WHEREAS, the City and County entered into that certain Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit (together, the “*Transportation Agreement*”); and,

WHEREAS, the City and County entered into that certain Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016 (the “*Additional Transit Funding Agreement*”); and,

WHEREAS, the County enacted a county-wide additional mass transit sales and use tax under Utah Code § 59-12-2214 (the “*Additional Mass Transit Tax*” or “*AMT*”), and the City agreed to support the enactment through its Resolution No. 18-2016, to implement the Additional Transit Funding Agreement and further the public financing of joint transit services and projects which benefit the residents of both the County and City; and,

WHEREAS, pursuant to Park City Resolution No. 18-2016 and the Additional Transit Funding Agreement, Park City agreed to support Summit County’s ballot initiative to levy the AMT in lieu of seeking voter approval for Park City’s own optional sales and use tax, provided the Summit County AMT funds were and continue to be allocated under a mutually agreeable process for transit projects, programs, and services that directly or indirectly benefit Park City residents, workforce, and visitors; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement, wherein the Parties agree to (a) terminate the Transportation Agreement and settle up the affairs contemplated therein; (b) terminate the Additional Transit Funding Agreement and distribute the tax proceeds by point of sale; and (c) formulate a new relationship, which allows for an integrated system of regional transit between the City and District; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Termination of Transportation Agreement.

1.1 Transportation Agreement. The Parties agree that the Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit, shall terminate on June 30, 2021, and shall thereafter be of no further legal force or effect. The City shall submit to the County invoices, and County shall remit payment to the City, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Transportation Agreement. In lieu of Section 2.3 of the Transportation Agreement, Disposition of Property Upon Termination of Agreement, the Parties agree as follows:

1.1.1 District Fleet Buses. Upon receipt of any required approval by the Utah Department of Transportation and the Federal Transit Administration, City shall transfer title to the District of the following transit vehicles (the “*District Fleet Buses*”):

- 1.1.1.1 Four (4) 2022 Gillig Electric Transit Buses
- 1.1.1.2 Park City Transit #630, 2016 Gillig Diesel Transit Bus
- 1.1.1.3 Park City Transit #631, 2016 Gillig Diesel Transit Bus
- 1.1.1.4 Park City Transit #632, 2016 Gillig Diesel Transit Bus
- 1.1.1.5 Park City Transit #633, 2016 Gillig Diesel Transit Bus
- 1.1.1.6 Park City Transit #680, 2010 Gillig Diesel Transit Bus

The District Fleet Buses identified in Subsections 1.1.1.2-1.1.1.6 were subject to a pre-inspection by the District to document their condition on June 3, 2021. The buses will be transferred to the District in the condition documented during the pre-inspection. The District Fleet Buses will be transferred to the District together with maintenance records and any previously agreed upon equipment.

The City and District will work together to remove unwanted equipment and to transfer contractual obligations. The City will have no ongoing obligation or liability for contracts, software, equipment, or licenses for the District Fleet Buses.

The District Fleet Buses identified in Subsection 1.1.1.1 are being acquired in concert with the Utah Transit Authority (“UTA”) as part of a larger acquisition of Gillig Electric Transit Buses (“*Gillig Electrics*”). The terms of the joint procurement are set forth in the Park City and UTA Interlocal Agreement on Electric Bus and Charging Equipment, dated October 2, 2020 (the “UTA/Park City ILA”). Subject to approval by the Utah Department of Transportation and the Federal Transit Administration, City shall transfer title and any leases and associated obligations to the District of four Gillig Electrics after City receives the Gillig Electrics. If the Gillig Electric Buses are not all received at once, the City will transfer every other Gillig Electric received to the District.

1.1.2 District UTA Buses. Subject to Federal Transit Administration grant requirements, upon receipt of any required approval by the Federal Transit Administration, and pursuant to Section 7 of this Agreement, the District shall take ownership of the four (4) Gillig Electric Buses designated by the terms of the UTA/Park City ILA for PC-SLC Connect Service, after the City receives them. The District UTA Buses are being acquired in concert with UTA in accordance with the UTA/Park City ILA. In the event that the Bus Service Agreement between the Utah Transit Authority, Park City Municipal Corporation, and Summit County, dated August 24, 2011, as amended by Addendum No. 1, Service and Alignment Change 2017, dated December 14, 2017 (together, the “*SLC-SC Transit Agreement*”) is terminated, the District UTA Buses may be utilized according to the UTA/Park City ILA, as amended, and following any required approval by the Utah Department of Transportation and the Federal Transit Administration.

1.1.3 Electrical Charging Stations. UTA shall install new electrical charging stations at the Kimball Junction Transit Center, pursuant to the UTA/Park City ILA, without cost to the City, the District, or the County.

1.1.4 City Buses. The City shall have sole ownership, subject to Federal Transit Administration grant requirements, of all other buses and support vehicles, regardless of any contributions by the County from the Additional Mass Transit Tax or other funding sources.

2. Additional Transit Funding Agreement.

2.1 Additional Transit Funding Agreement. The Parties agree that the Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016, wherein the entities jointly agreed to the uses and distribution of the Additional Mass Transit Tax, shall terminate on June 30, 2021 and shall thereafter be of no further legal force or effect.

2.2 Distribution. Beginning on July 1, 2021, the Additional Mass Transit Tax shall be distributed by point of sale to the City (within its incorporated boundaries) and the County (within remaining incorporated areas and all unincorporated areas), with the County remitting to the District the County's share of the AMT. The City, County and District shall work in good faith with the Utah State Tax Commission (the "*Commission*") to determine the correct split of the proceeds from the Additional Mass Transit Tax and shall request direct distribution to each entity as set forth herein, if acceptable to the Commission. If the Commission does not agree to determine distribution based on point of sale, the County will on a monthly basis remit to the City all point of sale proceeds collected by the Commission and received by the County which are designated by location according to the Commission's sales tax location code #22030 (Park City). The Parties agree to review the split of the proceeds from the AMT with the Commission annually.

2.3 Unallocated Fund Balance. As of December 31, 2020, the unallocated fund balance within the AMT fund was Three Million Ten Thousand Two Hundred and Twenty-Eight Dollars (\$3,010,228.00). The Parties shall submit to the County invoices (the "*AMT Invoices*"), and the County shall remit payment to the Parties, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Additional Transit Funding Agreement. It is anticipated that the Commission will remit to the County the sales tax proceeds of the AMT for the second quarter of 2021 no later than August 31, 2021 (the "*2nd Quarter Proceeds*"). Once all outstanding AMT Invoices are paid and the 2nd Quarter Proceeds are received, the County shall provide the Parties with an accounting of the final AMT unallocated fund balance (the "*Unallocated Fund Balance*"). On September 30, 2021, the County shall remit to the City Fifty-One and Six Tenths Percent (51.6%) of the Unallocated Fund Balance.

2.4 Survival. The Parties agree that the distribution of the AMT in Subsection 2.2 applies during the term of this Agreement and continues as long as proceeds are generated from the AMT.

3. **Real Property Transfers.**

3.1 Kimball Junction Transit Center. City represents and warrants that it has not conveyed or encumbered title to the Kimball Junction Transit Center, Summit County Tax Identification Parcel No. PCTC-6-X, 6490 N. Landmark Dr., Park City, Utah, approximately 3 acres (the "*Kimball Junction Transit Center*"). Upon receipt of any required approval by the Utah Department of Transportation and the Federal Transit Administration, City shall convey by quitclaim deed to the District any and all of its interest in the Kimball Junction Transit Center (the "*Kimball Quitclaim Deed*").

3.2 Kimball Grant Assumption. Upon receipt of any required approvals in subsection 3.1, the City shall assign and transfer, and the District shall assume, the FTA grant on the Kimball Junction Transit Center in accordance with all FTA rules and regulations (the "*Kimball Grant Assumption*").

3.2.1 Kimball Junction Proterra Charger. The City will continue to own, maintain, and operate the Proterra Charger at the Kimball Junction Transit Center. The City shall have access to the Proterra Charger pursuant to the License Agreement, attached as Exhibit A hereto, which shall not terminate until the District takes over operations of the Electric Xpress pursuant to Section 4 below. At that time, the City may remove the Proterra Charger at its discretion, but no later than 180 days after the District assumes operations of the Electric Xpress.

3.2.2 UDOT Certification. On June 9, 2021 County requested the City seek a letter from the Utah Department of Transportation (“UDOT”) certifying that the City is in good standing and not in default on any FTA Grants pertaining to transit (the “*Certification Letter*”). City and County will request the Certification Letter and will work with UDOT in good faith to timely provide to the County and District the Certification Letter.

4. **Operation of the Park City Electric Xpress.** In order to provide for a seamless system of public transit between the Snyderville Basin and Park City, the Park City Electric Xpress shall be operated as follows:

4.1 Park City as Operator.

4.1.1 The City shall operate the Park City Electric Xpress within the Greater Park City Area as constituted as of July 1, 2021, which includes the Snyderville Basin of Summit County, Utah, until April 30, 2024. Until that date, the City shall be responsible for all operations and expenses of the Electric Xpress service.

4.1.2 Performance Standards. While the City is operating the Electric Xpress it will work in good faith to maintain current levels of service.

4.1.3 Major Changes. Before the City makes major changes to the operation of the Electric Xpress, the City will seek input from the District about the changes. The City will share any input received from the District with the City Council, which may consider the changes in an open and public meeting.

4.2 High Valley Transit District as Operator.

4.2.1 The District shall take over operations of the Park City Electric Xpress within the Greater Park City Area, which includes Park City, Utah, on May 1, 2024. After that date, the District shall be responsible for all operations and expenses, including fleet acquisition, of the Electric Xpress service. The District shall maintain similar or greater performance standards as described in Section 4.1.2.

5. **Bus Rapid Transit.**

5.1 SR 224 BRT. The District shall be responsible for the costs and operations associated with the SR 224 BRT, which is expected to begin service once grant funding is awarded for this express purpose, all authorizations are received, and all necessary construction to implement such has been completed.

5.2 SR 248 EXPRESS. The City shall be responsible for the costs and operations associated with the SR 248 Express, which is expected to begin service no later than September 1, 2024.

6. **FTA 5311 Funds and Pandemic-Related Relief.**

6.1 New FTA 5311 Funds. Beginning July 1, 2021, the City and District shall each be responsible for the application and receipt of FTA 5311 funds to be received and allocated to their systems of public transit.

6.2 Pending FTA 5311 Funds. When received from UDOT, the City shall remit to the District any eligible County operating expenses, incurred prior to July 1, 2021, that the City requested for reimbursement from FTA 5311 funds for years 2019, 2020, and up to June 30, 2021.

6.3 Pandemic. Federal pandemic-related relief for public transit services shall be divided proportionally in a manner similar to the FTA 5311 funds between the City and District for any eligible County operating expenses incurred prior to July 1, 2021.

7. **SLC-SC Transit Agreement.** The Parties agree to send UTA a written notice of termination pursuant to Section 5 of the SLC-SC Transit Agreement (the “*Termination Notice*”), effective three (3) months from the date of receipt by UTA (the “*Transition Period*”). Effective July 1, 2021, the City will have no further financial obligations for this service and the County or the District will assume all financial obligations for the continued operation of the service. During the Transition Period, the District may, but is not obligated to, negotiate a new agreement with UTA to provide the same, similar or different services. Before the District makes major changes to the operation of the SLC-SC Connect, the District will seek input from the City about the changes. The District will share any input received from the City with the District’s governing board, which may consider the changes in an open and public meeting.

7.1 Each Party agrees to indemnify, reimburse, defend and hold harmless each other Party from and against any and all liability resulting from, arising out of, relating to, or incurred by reason of the conduct of the City or the County with respect to the SLC-SC Transit Agreement.

8. Consents and Licenses.

8.1 During the Term of this Agreement or until the Parties have entered into the Franchise Agreement or Access Agreement (defined below), the Parties hereby grant to each other a non-exclusive license authorizing each of the Parties the right, privilege and authority to utilize each other's Transit Facilities (defined below) without cost, and to utilize rights-of-way within the jurisdictional boundaries of the other Parties, for the provision of transit services to inhabitants of and visitors to Summit County, Utah, and to persons and corporations beyond Summit County. "*Transit Facilities*" means a transit station, depot, passenger loading or unloading zone, parking lot, or bus shelter.

8.2 The Parties agree to work in good faith in negotiating and executing a three-party franchise agreement or access agreement (the "*Franchise Agreement or Access Agreement*") no later than one year before the beginning of SR 224 BRT operations identified in subsection 5.1. Said agreement shall include the substance of Subsection 8.1.

9. **Intangibles, Reports, Maps, and Records.** All intangibles, reports, maps and records related to the operation of Park City Transit within unincorporated Summit County, which are in the City's possession, as identified in **Exhibit B** hereto, shall be assigned by the City to the District.

10. **Closing.** The closing of the transfer of the assets referenced herein (the "*Closing*"), will take place on a date and at a time and place mutually agreeable to the Parties, but in no event later than June 30, 2021.

10.1 **City Closing Deliverables.** At the Closing, City shall deliver the following:

10.1.1 Bill of Sale transferring title in the District Fleet Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.2 Kimball Quitclaim Deed, duly executed by the City, conveying all of its interests in the Kimball Junction Transit Center to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.3 All documents necessary for the Kimball Grant Assumption.

10.1.4 Bill of Sale transferring title in the District UTA Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.5 License Agreement between the District and the City providing for City's access to the Proterra Charger at the Kimball Junction Transit Center.

10.2 Lease Agreements. City's delivery of the items in subsection 10.1.1-10.1.4 is contingent upon receipt of any required approval by the Utah Department of Transportation and the Federal Transit Administration. The Parties anticipate that approval may not be received until after June 30, 2021 and agree to immediately enter into separate agreements to allow District's use and control of the District Fleet Buses in subsections 1.1.1.2-1.1.1.6 as well as the Kimball Junction Transit Center (the "*Lease Agreements*"). The Parties recognize the importance and mutual benefits of working cooperatively to quickly negotiate and enter into the Lease Agreements.

11. **Representations and Warranties of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

11.1 Representations and Warranties of City. City hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.1.1 Authority of City. City has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, the performance by City of its obligations hereunder, and the consummation by City of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by City; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of City enforceable against City in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.1.2 No Conflicts; Consents. The execution, delivery and performance by City of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of City; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to City; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the City is a party or by which the City may be bound or affected.

11.1.3 No Liabilities. To City's knowledge, City has no liabilities of any nature arising out of the operation of Park City Transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the District or County to be liable therefor.

11.1.4 No Grants to Third Parties. To City's knowledge, City has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or County hereunder.

11.1.5 FTA Grants. To City's knowledge, City is in good standing and not in default on any FTA Grants pertaining to transit.

11.2 Representations and Warranties of County. County hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.2.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by the County of this Agreement, the performance by the County of its obligations hereunder, and the consummation by the County of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the County; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.2.2 No Conflicts; Consents. The execution, delivery and performance by the County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the County is a party or by which the County may be bound or affected.

11.2.3 No Liabilities. To the County's knowledge, County has no liabilities of any nature arising out of the County's actions and responsibilities related to transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the City or District to be liable therefor.

11.2.4 No Grants to Third Parties. To County's knowledge, County has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or City hereunder.

11.3 Representations and Warranties of District. District hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.3.1 Authority of District. District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.3.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

11.3.3 No Liabilities. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

11.3.4 No Grants to Third Parties. To District's knowledge, District has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to City or County hereunder.

12. Liabilities and Indemnification.

12.1 Indemnity by City. City shall indemnify, reimburse, defend and hold harmless the County and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims,

actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively “Losses”), suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the City contained in this Agreement or other instrument or document executed and delivered by the City pursuant hereto or thereto..

12.2 Indemnity by the County. The County shall indemnify, reimburse, defend, and hold harmless City and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the County contained in this Agreement or other instrument or document executed and delivered by the County pursuant hereto or thereto.

12.3 Indemnity by the District. The District shall indemnify, reimburse, defend, and hold harmless City and County, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

13. Governmental Immunity Act. Because all Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.*, as amended (the “Act”), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the Act.

14. Relief of Obligation. This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

15. Survivability. The provisions of this Agreement shall survive Closing.

16. Term. This Agreement shall be in effect until December 31, 2031 unless otherwise terminated by the Parties by mutual written agreement.

17. **Miscellaneous Provisions.**

17.1 No Assignment. No Party may assign its interest in this Agreement without the written consent of the other Parties.

17.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

17.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

17.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

17.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

17.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

17.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

17.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

17.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

17.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions,

inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

17.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

17.13 Disputes.

17.13.1 Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the “*Negotiation*”). The Negotiation should be completed within thirty (30) days.

17.13.2 Mediation.

17.13.2.1 If the dispute has not been resolved by Negotiation in accordance with Section 17.13.1, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe (the “*Mediation*”). A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days, then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “Notice of Impasse.” All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.

17.13.2.2 During the course of the Mediation, no Party can assert the failure to fully comply with Section 17.13.1, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each

side shall bear an equal share of the mediation costs unless the Parties agree otherwise.

17.13.2.3 All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

17.13.2.4 The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

17.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery or actual receipt thereof, or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: High Valley Transit District
Attn: General Manager
1885 W. Ute Blvd.
Park City, Utah 84098

To: Park City Municipal Corporation
Attn: City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

17.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

17.16. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

18. Cooperation. The Parties shall each designate a primary representative responsible for implementation of this Agreement. The Parties agree that their staff will confer in good faith and regularly exchange relevant information to continue collaborating on regional transportation and transit services.

19. Data Feed (Ecker Hill Park and Ride). Responsibility for the data feed to/from the Ecker Hill Park and Ride Lot shall be transferred to the District.

20. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

20.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act (“UICA”), as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

20.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(b) and where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

20.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

20.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party.

20.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

* * *

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this ____ day of _____, 2021.

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

ANDY BEERMAN, Mayor

ATTEST:

City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

Park City Attorney's Office

* * *

Signed this ____ day of _____, 2021.

SUMMIT COUNTY, a political subdivision
of the State of Utah

Glenn Wright
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

* * *

Signed this ____ day of _____, 2021.

HIGH VALLEY TRANSIT DISTRICT, a
political subdivision of the State of Utah

Kim Carson
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

Exhibit A

License Agreement

DRAFT

Exhibit B

Intangibles, Reports, Maps, and Records

DRAFT

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

FY2021-22 City Manager's Recommended Budget and Fee Schedule

(A) Public Hearing (B) Continue to June 24, 2021

Suggested Action:

Attachments:

[FY 2022 Budget Staff Report](#)

[Exhibit A: FY22 Operating Requests Detail](#)

[Exhibit B: FY22 Fee Schedule](#)

[Exhibit C: FY22 Ice Facility Fees](#)



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Jed Briggs & Penny Frates
Department: Budget, Debt, & Grants
Date: June 17, 2021
Type of Item: Informational/Legislative

Summary Recommendation:

Over the last several weeks, staff has presented various aspects of the FY22 City Manager's Recommended Budget to the Council and the public. This report focuses on the City's Operating Budget, Fee Schedule, and Council and workforce compensation. Feedback on these recommendations from City Council is requested to anticipate the final budget and fee schedule adoption planned for June 24, 2021.

Staff also recommends Council hold a public hearing to establish Council Compensation according to [Exhibit D](#), with final adoption on June 24.

Background:

Staff presented the Tentative Budget on May 13, 2021, as required by State law, which was adopted by Council. A Subsequent budget hearing was held on May 27 for the capital budget and capital projects review.

The FY22 recommended budget was created under the guise of three Guiding Principles: 1) fiscal responsibility, 2) maintaining and enhancing core community public service commitments, and 3) restoring COVID-impacted budgets, where practicable, across the organization.

To develop the annual departmental strategy and budget request, managers assess their operations, consider resources, and review Council priorities. Managers then present to the Results Team, a staff-led budget committee. Each request is evaluated based on its alignment with Critical Priorities, Visioning Pillars and maintaining Core/Essential City services. After review, the Results Team ranks the requests and makes a recommendation to the City Manager, who then makes the final recommendation to the Council for consideration and review.

FY22 Results Team Members:

Casey Coleman	Sara Nagel
Jenny Diersen	Tate Shaw
Benjamin Johnson	Dave Thacker
Phil Kirk	

In addition to the Results Team process, the City's financial position, including long-range forecasting of revenue and expenses, is extensively analyzed each year. These funding projections support our plans for long term financial stability, major capital

project investments, departmental operating improvements, employee compensation, and inflationary increases.

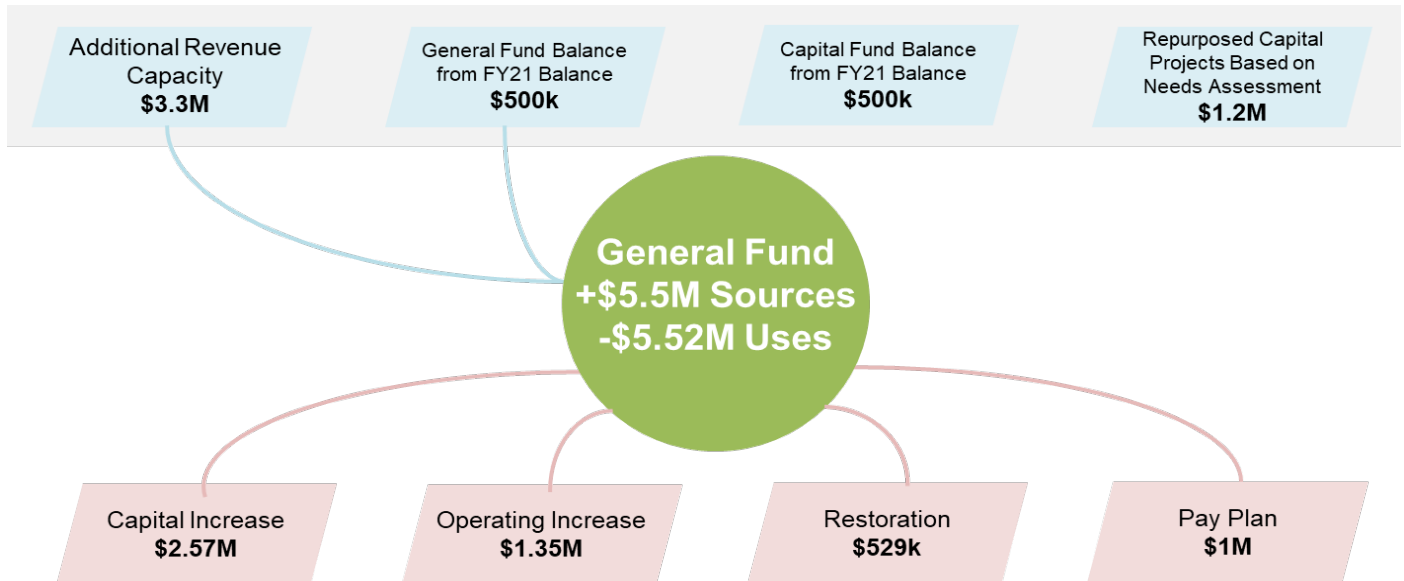
Operating Budget

The City Manager's FY22 Recommended Budget draws upon Council and community input received throughout the year, as well as the City's long-term budget strategies. By extension, the proposed budget reflects stability, progress on Community Pillars and priorities, and mitigation.

Expenditure Summary by Major Object - All Funds								
	Actuals FY 2017	Actuals FY 2018	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Original Budget FY 2021	Adjusted Budget FY 2021	Original Budget FY 2022
Personnel	\$33,455,040	\$36,532,398	\$39,163,872	\$40,019,168	\$30,751,619	\$40,056,387	\$40,223,362	\$41,484,911
Mat, Suppls, Services	\$15,412,531	\$17,825,325	\$26,446,247	\$27,931,208	\$16,165,134	\$20,530,663	\$23,079,255	\$21,250,859
Capital Outlay	\$555,730	\$402,605	\$624,690	\$435,427	\$348,974	\$507,725	\$535,425	\$526,685
Contingency	\$116,958	\$75,437	\$67,018	\$362,218	\$172,741	\$700,000	\$700,000	\$300,000
TOTAL	\$49,540,259	\$54,835,765	\$66,301,826	\$68,748,021	\$47,438,468	\$61,794,774	\$64,538,042	\$63,562,455
Capital	\$76,532,985	\$60,601,638	\$73,693,985	\$23,654,074	\$41,204,434	\$89,689,564	\$182,912,942	\$73,325,334
Debt Service	\$11,130,107	\$16,216,948	\$16,853,649	\$24,538,521	\$13,894,869	\$13,791,615	\$13,791,615	\$13,791,615
Interfund Transfer	\$39,521,611	\$47,750,191	\$79,846,401	\$24,617,678	\$15,082,030	\$19,414,463	\$21,924,585	\$19,684,463
Ending Balance	\$83,017,228	\$83,191,254	\$117,717,331	\$130,691,480		\$50,020,436	\$75,596,125	\$87,359,929
TOTAL	\$259,742,190	\$262,595,797	\$354,413,192	\$272,249,775	\$117,619,801	\$234,710,852	\$358,763,309	\$257,723,796

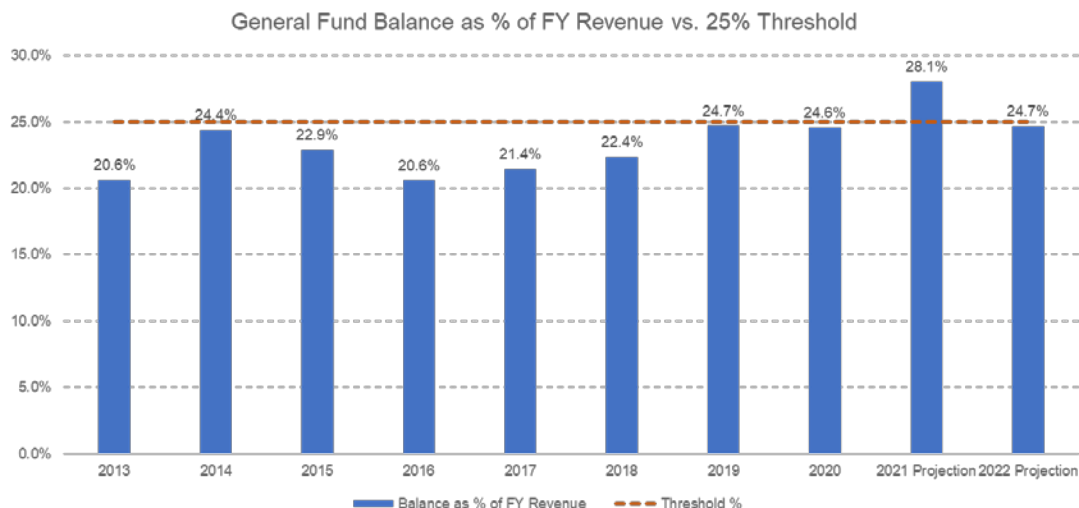
Although the FY22 operating budget is decreasing to \$63.5 million, a -1.5% decrease from the FY21 Adjusted Budget, this is mainly due to one-time reductions in the Transportation Fund and CARES Act funding. An increase in the operating budget would otherwise be reflected, but the major budget decreases offset what would otherwise be an increase.

Staff recommends partial restoration of unused fund balance targeted to respond to the FY21 projected revenue shortfall—these funds were not necessary to retain our exemplary bond rating during our latest assessment by Fitch. Instead, these funds can be better utilized and leveraged to expand community programming and projects rather than savings.

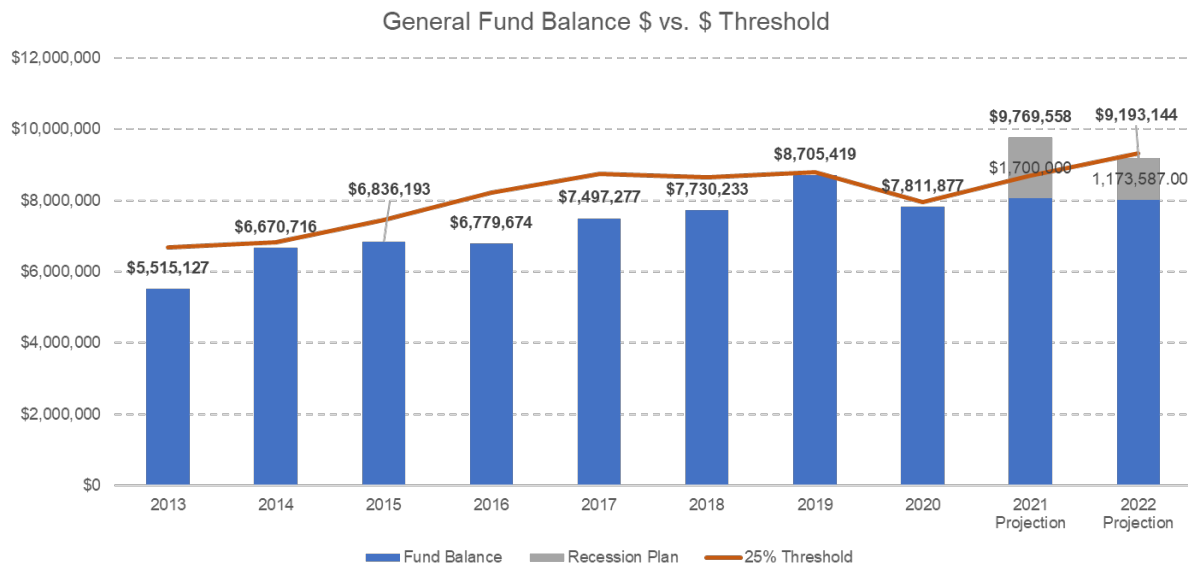


The FY21 budget reduced the General Fund balance by \$1.7M and the Capital Improvement Fund balance by \$2.1M. Fortunately, these reductions were ultimately not necessary due to the strong rebound of sales tax. As a result, staff recommends reallocating \$1M back into community priorities.

As you know, a city may accumulate fund balances to assist with cash flow issues, fund emergency expenses, or to cover revenue shortfalls. Recently the state legislature increased the amount permitted from 25% to 35% of the total revenue of the General Fund. Last budget cycle, the City planned to cut fund balance by \$1.7M. However, due to revenue growth, the City's General Fund balance is projected to increase by \$2M from FY20. This results in a 28% fund balance as a proportion of the General Fund projected revenues in FY21, or \$9.7M. We are pleased to report that this will be the highest fund balance the City has ever held.



The FY22 budget also proposes to utilize \$500k of the \$1.7M balance set aside to cover the projected revenue shortfall for FY21. The new fund balance would be \$9.2M; this will be the second highest fund balance in Park City's history. In addition, revenues may come in higher than budgeted due to the conservative approach of our projections. To put this into perspective, last year at this time, the City was faced with a major recession due to the pandemic and planned to utilize \$1.7M of General Fund balance to partially cover lost revenue. With a \$9.2M fund balance, the City is well situated to deploy the same successful strategy in the event of an emergency for five consecutive years.



In addition, Staff consulted the City's Financial Advisor regarding the new fund balance law (25% to 35%). Increasing our fund balance beyond \$9.2M would have a negligible impact to the City's already strong bond rating. In addition, we surveyed other cities across the state and few are contemplating an immediate strategy to 35%. Most felt comfortable with 25% or increasing naturally over time.

Personnel

Park City's pay plan enables eligible employees to receive up to 5% of base wages in performance-driven bonus programs each year. Due to the impacts of COVID-19, both the pay for performance program and incremental step increases within pay grades were eliminated in FY20 to cut costs. For FY21, the City partially reinstated 50% (2.5% maximum eligibility for each employee) of the normal program in response to increasingly strong revenue collection. The recommendation for FY22 is to restore the pay for performance program back to normal. This is a critical step in our ability to compete and retain quality and high-performing employees in an increasingly competitive labor market.

As you know, several departments submitted new personnel requests for the FY22 Budget to help achieve community priorities, shown by fund in the table below. Overall, the FY22 Personnel budget is decreasing by \$193k, due to a large reduction in the Transportation Fund budget, a result of our separation from Summit County.

Total Personnel Options by Fund	
Fund	FY22 Request
Fund 11 GENERAL FUND	\$ 1,348,029
Fund 12 QUINNS RECREATION COMPLEX	\$ 6,548
Fund 51 WATER FUND	\$ 347,153
Fund 52 STORM WATER FUND	\$ 4,160
Fund 55 GOLF COURSE FUND	\$ 17,908
Fund 57 TRANSPORTATION	\$ (1,964,148)
Fund 58 PARKING FUND	\$ 37,812
Fund 62 FLEET SERVICES FUND	\$ 9,935
Total	\$ (192,604)

Materials, Supplies and Services

The table below displays the variance in materials, supplies and services budgets to the FY21 adopted budget. In FY22, the main increases are to create more administrative stability with regard to software and technology, contracting, supplies, and banking fees. Operating budget requests were discussed in detail in a previous [Council meeting](#) and details are attached as [Exhibit A](#).

Total Materials, Supplies & Services Options by Fund	
Fund	FY22 Budget
Fund 11 GENERAL FUND	\$ 96,807
Fund 12 QUINNS RECREATION COMPLEX	\$ 24,315
Fund 51 WATER FUND	\$ 520,105
Fund 52 STORM WATER FUND	\$ 1,419
Fund 55 GOLF COURSE FUND	\$ 31,440
Fund 57 TRANSPORTATION	\$ (373,263)
Fund 58 PARKING FUND	\$ (1,400)
Total	\$ 299,423

Transportation

Park City Transit is scheduled to split from Summit County transit services (High Valley Transit) on July 1, 2021. The planned separation results in the County discontinuing their contribution to operating expenses, which were, on average, \$6.4M a year. However, the City will receive an additional ~\$2.5M a year of Additional Mass Transit Sales Taxes as a result of a new, Point-Of-Sale distribution methodology. The City currently receives around \$2.1M in 5311 formula Operating Assistance grants from the Federal Government. These have been shared with Summit County as a proportion of expense costs between the two entities. In the future, the City anticipates continuing to receive operating grants, but will likely compete for funding with High Valley Transit. Thus, revenues for transit operations will go from roughly \$16.3M to \$12.7M long-term.

Revenues	Normal	FY22	FY24	FY26
Transit Sales Taxes	\$7,163,936	\$10,004,747	\$10,511,237	\$11,043,369
Federal Grants	\$2,100,000	\$2,100,000	\$1,100,000	\$1,100,000
Other Revenue	\$630,500	\$650,000	\$674,173	\$699,037
SC Contribution	\$6,425,047	\$0	\$0	\$0
	\$16,319,483	\$12,754,747	\$12,285,410	\$12,842,406

Expenses				
Base PC Transit	\$11,815,041	\$9,246,045	\$9,809,129	\$10,406,505
10 White	\$2,630,812	\$2,712,178	\$0	\$0
Federal Grant SC Distribution	\$1,192,194	\$0	\$0	\$0
248 Express	\$0	\$0	\$1,500,000	\$1,591,350
	\$15,638,047	\$11,958,223	\$11,309,129	\$11,997,855

	+/-	\$681,436	\$796,524	\$976,281	\$844,550
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Reducing the number of routes that Park City Transit operates reduces the anticipated budget for FY22. The Transportation Fund is looking at a decrease of -\$2M in personnel costs and -\$415k in operations and maintenance. The personnel decrease is 32.34 full-time equivalents (FTEs), a reduction from 71 full-time operators to 43 full-time operators. The part-time seasonal budget is decreasing by \$579k or a reduction of 17 FTEs. While the loss of positions appears jarring, Park City Transit has worked to reduce staffing levels over the past year in anticipation of the separation. During Covid, many positions were voluntarily vacated and not replaced based on reduced levels of service.

The transportation expense budget is reducing from an average of \$15.6M to \$12M. The current and new transit sales taxes along with federal operating assistance will fund the new iteration of Park City Transit into the future. Revenue not spent by transit operating expenses will add to the fund balance or help contribute to transportation capital projects.

Utilities

For FY22, utility budgets in all departments were evaluated through a model that calculates average usage over the past three years. This year, the model resulted in utility decreases in many departments due to sustainability investments and focus. Overall, the City's utility budget will decrease by \$22,600. We are also seeing savings from a large conservation project at the Mine Bench, where the City will save over \$50k per year in energy costs (electricity and natural gas).

Budget Recommendations through the Community Pillars

As part of the Community Visioning process, strategic pillars were developed through community input and feedback. Council reviewed and approved the pillars during the Council Retreat on May 20-21. Staff felt that there would be value in presenting the recommended budget changes through the Community Pillars to demonstrate the FY22 Recommended Budget reflects the community's visioning process:

- **Social Equity & Affordability – Cultivating and engaging an inclusive and diverse community, while working to address disparities**
 - o An Affordable Housing Specialist was added to the FY21 adjusted budget to provide technical analysis for proposed affordable housing developments and support growing department needs. Additional funds are proposed in FY22 for outside Legal counsel to provide enhanced support to ensure the program continues evolving and growing to meet increased demand.
 - o A Spanish Services Senior Librarian was added to the FY21 adjusted budget. This position is part of the Library Leadership Team and helps implement Spanish Services and Programs at the Library in a leadership capacity while applying Equity, Diversity, and Inclusion actions supporting the City's Social Equity Priorities.
- **Environmental Leadership – Protect, enhance, and support our natural world and local ecosystems, so we all can thrive**
 - o Significant investments have been requested in FY22 for the Water Department in materials, supplies, and equipment to monitor, detect and repair water leaks. Adding three new staff and reclassifying existing staff will help ensure the Three Kings Water Treatment Plant is up and running on schedule and in compliance with all state guidelines.
 - o Additional funds have been added to Environmental Sustainability for involvement in a statewide renewable energy project as well as the introduction of the City of Trees program in FY22.
 - o Added funds for operating and capital open space improvements and two part-time open space rangers, along with a vehicle, to provide customer service and monitor and enforce open space/trails rules and regulations to protect our trails and ensure accessibility and enjoyment for all.
- **Authentic Local Culture – Fostering economic diversity through arts, culture, and local entrepreneurship, and create a balance between resident and visitor quality of experience**
 - o The FY22 budget has multiple requests for Adult and Youth programs in Hockey, Tennis, Golf, Pickleball and Mountain Biking for leagues, camps, and tournaments as well as investments to outdoor ice sheets, tennis bubble, equipment, and facility deep cleaning.
 - o Additional capital funding for parks, fields, and recreation facilities to ensure meeting community needs and proper maintenance.
 - o Additional funding has been added to the Special Events department to assist with event logistics, residential mitigation, pedestrian management, parking enforcement and ground transportation management during events.
 - o Capital funding for Public Art installations has also been added.
- **Transportation Innovation – Envisioning bold, multi-modal transportation solutions**

- o A part-time Traffic Operations Manager has been added to the FY22 budget to continue building upon our multi-pronged approach to transportation solutions. The Traffic Operations Manager will lead a team comprised of police, streets, transit, events, parking, and communications to manage and mitigate traffic impact. In addition, the Police department requested additional officer support to mitigate traffic during holidays, events, and peak ski days.
- o A full-time Transportation Engineer is being added to provide technical support for proposed transportation projects early in the planning phase of a project, leading transportation capital project design and general project management during the design to construction phase to deliver a robust transportation program for the City. Additional funds have been added to Contract Services to manage the increase in CIP transportation projects.
- o Park City Transportation has aggressively pursued state and federal funding opportunities and was awarded funding for a Short-Range Transit Plan and for the Active Transportation Master Plan. Additionally, Park City was awarded a significant amount of federal grant funding to procure new electric buses and charging infrastructure.
- o The FY22 Transportation Operations budget shows a decrease of \$2M in the Personnel budget and \$374k in the operations budget, due to the separation of Transit services between the City and County. The City is hopeful that the separation will yield a more focused and higher-level of service for Park City residents, workforce, and visitors.
- o Programmed the remaining Walkability bond proceeds through a prioritization process to ensure a more deliberate and strategic use of funds.
- o As we continue to focus on walkability and a bike-able community, a Senior Transportation Planner has been added to focus on these areas and other alternatives to vehicle travel.

Core or Essential Services

- The City continues to expand services throughout each department, which directly effects the various internal services that the Finance, IT & Legal Departments provide. The FY22 budget reflects a full-time Finance Clerk, a full-time IT Coordinator, and a new Attorney in the Legal department. This investment will allow departments to offer a higher level of service both internally and to the general public.
- As we continue striving for efficiencies and timely completion of improvements to City assets and infrastructure, the Streets department has proposed a plan to bring the majority of striping projects in-house, which requires investment in staff and equipment. Additional funds have also been added to landscaping and maintenance of City owned properties as well as enhanced air-filters as we continue to focus on the health of the public in City facilities.
- Online meetings have allowed greater accessibility and engagement from the community. As online and hybrid meetings continue, the need for A/V and

technical assistance must be addressed. The FY22 budget reflects a new part-time position to ensure a high quality and effective experience.

- To achieve the bold plans outlined by Council and the community, it is imperative the City can recruit and retain quality, highly skilled staff. A comprehensive compensation analysis was performed to ensure the City is aligned with neighboring communities and the market for equitable pay. The Pay for Performance program is proposed to be restored, after being cut in FY20 and reduced in FY21.

Pay Plan

[As discussed with Council previously](#), Mercer, Inc., an industry leader in pay equity, was hired in FY19 to review and benchmark 125 PCMC jobs (covering 281 employees) to the external market. At the time, PCMC was experiencing higher than average attrition, housing costs were escalating considerably, and more competitive opportunities were created in both the Wasatch Front and Back cities and towns. The following steps were taken to compare external market comparability:

- Determined appropriate benchmarking methodology
- Reviewed PCMC job descriptions
- Matched PCMC jobs to selected compensation survey jobs

The City also formed a Blue-Ribbon Committee as a barometer to utilize community experts and an objective, third party lens with regard to the sometimes sensitive topic of employee compensation.

Blue-Ribbon Committee:

Deanna Rhodes, Executive Director, CONNECT Summit County

Jamie Lodermeier, Senior Human Resources Business Partner, Vail Resorts

Michelle O'Brien, Vice President of Human Resources, Stein Erickson

Jeremy Sheppe, Attorney and Owner, Park City Home Care

Diego Zagarra, Vice President of Equity and Impact, PC Community Foundation

Claire Marlin, (retired) Park City Police Department

Joe Lair, (retired) Deer Valley Resorts

The committee reviewed PCMC's pay philosophy, Mercer's methodology, analysis, and recommendations.

Mercer delivered their results to the HR Manager and internal Compensation Committee in Spring of 2020. Due to COVID-19, the Committee suspended their work until economic conditions stabilized. For FY22, the Committee and Mercer presented the City Manager with a recommendation to increase wages to better align with the 75th percentile of market rate, not the 100th, or the top. The Blue-Ribbon Committee reviewed this analysis and recommendation and supports a goal to compensate workforce positions to the 75th percentile of the market benchmark.

After extensive review, the City Manager's budget recommends a two-year, phased approach to try to reach the recommended target of 75th percentile. This recommendation

will be presented during the Council meeting, as well as include members of the Blue Ribbon Committee.

Pay Plan Changes by Fund		
Fund 11 GENERAL FUND	\$	1,067,330
Fund 51 WATER FUND	\$	165,984
Fund 52 STORM WATER FUND	\$	114,803
Fund 57 TRANSPORTATION	\$	139,542
Fund 58 PARKING FUND	\$	37,484
Fund 62 FLEET SERVICES FUND	\$	4,637
Total	\$	1,529,780

Budget Changes

FY21 Adjusted Budget

- Align Self Insurance/Risk Account with actual expenses
- Library
 - o Miscellaneous donation to Capital - \$100
 - o University of Utah Cares Funding for Hot Spots - \$804.95
 - o State of Utah LTSA Cares Grant - \$1,583
- Police
 - o JAG Grant - \$4,500
 - o DUI Overtime Reimbursement Grant - \$1,205.27
- Special Events
 - o Restaurant Tax Grant for Summit County 4th of July celebration - \$10,000
 - o Rocky Mountain Power - \$3,000
- Ice Facility – Grant for After School Program and Equipment - \$3,500

FY22 Changes between Tentative and Final Budget

- Planning – Senior Planner \$143,934, net budget increase of \$11,143 (partially offset by reallocation of funds from vacant position in other department and duties being absorbed in Engineering)
- Finance – Contract services added to project multi-year contract to monitor nightly rentals and assist with online licensing program \$100,000

Overall, Park City's General and Capital Improvement Funds remain well-positioned to continue investing in City infrastructure while also initiating several large new initiatives.

FY22 City Service Fees (changes to the Fee Schedule)

The following departments are making changes to the Fee Schedule:

-Water

- Storm water
- Recreation
- Parks
- Golf
- Ice
- Library
- Executive

Water Department

The Public Utilities department is proposing a 3% increase to all water fees. This is needed to meet the cost of water service and capital projects currently planned or underway, such as the Three Kings Water Treatment Plant, and consistent with the existing Water Model.

The department is also proposing an additional 10% increase to Water Irrigation Meters base rates. This is based on [Council direction](#) from 2016 to make equal the annual amount charged for meter base rates between the Irrigation Meter Class (which is typically billed 6 months of the year) and the Multi-Family/Commercial Meter Class base rate (which is billed 12 months of the year). Since 2016, Irrigation base rates have increased 10% per year, and if this continues, we will reach equalization in FY24.

A 3% increase to the Storm Water ESU charge, the basis of all Storm Water billing. This is needed to meet operational and capital expenses of the Storm Water Fund.

MARC & Recreation

Establishing User Fees: We added language for the Sliding Fee Scale, which applies a discount to specific fees based on Summit County Average Median Income. This makes our programming more affordable and accessible for those that qualify.

MARC - The majority of changes are to clarify or simplify existing fees. The proposed drop-in fee change would eliminate the additional fee for attending a group fitness class and the facility drop-in fee for residents increased by \$1. The Senior/Military fee has been updated to align with current practice.

Pickleball - Fees have been added to the schedule for clinics, hourly rates and court rentals.

Tennis - Fees for a private tennis lesson increase from \$78 to \$80 and the schedule has been updated to reflect fees for Junior Tennis Clinics and tennis court rentals.

Parks

Fees have not increased for many years, the proposed adjustments are necessary to align with rising operational costs and additional services provided.

Golf

The golf cart fees for 9 holes are increasing by \$.50 (9-holes) and \$1.00 (18-holes) to help offset the cost of the new golf car fleet.

Ice

The Ice Arena was anticipating increases last year that were not implemented due to COVID-19. For FY22, staff proposes fee increases for several activities, due to increased operational expenses and to improve cost recovery. Please see attached Exhibit C for detail.

Library

Library removed typo in the room rental table changing “Group 3 4” to Group 3

Executive

Section 6.4 - Compiling Documents – Updating date and reference numbers to align with state code language

Department Review:

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

Exhibits:

- A – [FY22 Operating Budget Detail](#)
- B – [Excerpts showing changes to Fee Schedule](#)
- C – [Ice Facility FY22 Fee Changes](#)
- D – [FY22 Council Compensation](#)

FY22 Operating Budget Recommendations by Department

City Manager - \$111,000

- Part-time Technical A/V Specialist - \$21k
- Nightly Rental monitoring contract services - \$90k

Legal - \$185,600

- New Attorney V - \$167,400
- Meetings/Conf/Travel - \$3,500
- Office Supplies - \$1,200
- Outside Legal Services - \$5,000
- Computer Equipment - \$8,500

IT - \$202,160

- New IT Coordinator position - \$119,189
- Software Licenses: Laserfiche, Office, GIS, CRM, LMS - \$76k

Finance - \$68,116

- New Accounting Clerk III - \$63,515
- Meeting/Conf/Travel - \$1k
- Training – \$1,300
- Office Supplies - \$900
- Printing - \$900
- Cellular - \$500

Economy/Open Space - \$199,266

- Kane Security Increase - \$100K
- Increased Transit support for Park Silly and Car-free days - \$25k
- 2 part-time Trail Rangers - \$45,136
- Vehicle - \$29,130

Sustainability

- 100% renewable governance and filing - \$35k
- Open Space non-capital improvements - \$20k
- City of Trees program - \$25k

Emergency Management - \$50,000

- Traffic Operations Manager part-time contractor

Engineering - \$162,980

- Reclass Analyst to Staff Engineer - \$22k
- New Transportation Engineer - \$133k (partial offset w/ savings in part-time staff)
- Contract Services & Engineering Services - \$22,500
- Equipment - \$1,400

- Travel - \$375

Police - \$122,000

- On-Call pay for Medical Examiners - \$7k
- Traffic Mitigation - \$115k
- Ongoing Psych Training - \$24k

Streets, Parks, Bldg. Maintenance - \$143,000

- Streets III - \$96k
- Contract services for PC Heights Landscaping, Richardson Flat Boardwalk, expanded sidewalk plowing - \$29k
- Enhanced air filters - \$18k

Affordable Housing - \$40,000

- Outside Legal Counsel - \$40k

Library - \$21,033

- Membership, Mileage, Training - \$500
- Conferences & Travel for professional development - \$7,000
- New marketing and communications platform - \$4,500
- Spanish Services Programming - \$5,133
- New materials: Youth, Graphic Novels, Music and Digital programs - \$3,900

Public Works/Utilities (Multiple Departments) - \$36,224

- Increase On-Call pay to \$36/day

Golf -\$29,250

- Range Rentals, new method of accounting (historically, this has been in the revenue budget) no net increase - \$20k
- Bank Charges - \$7k
- Staff shirts for shop & food and beverage attendants - \$1,500
- Software Licenses - \$750

Water - \$837,000

- Materials & Supplies to manage water leaks/loss - \$154k
- Contract Services & Equipment - \$274k
- Bank Charges - \$60k
- On-Call pay - \$20k
- Reclass Billing Coord - \$14k
- Reclass existing Analyst - \$14k
- New Analyst IV - \$94k
- Water Treatment Operator IV (2) - \$206k

Ice Facility - \$51,746

- Reclass Program Coordinator to Program Supervisor - \$7,480
- New software - \$2,340
- Equipment Rental for closure - \$2,730
- Tournaments - \$2,850
- Office Supplies - \$310
- Continue with supplemental cleaning contract - \$4,600
- Meeting/Conf/Travel, Training, Marketing, Memberships - \$6,820
- Sports Officials - \$24k
- Uniforms - \$615

Recreation, Tennis, MARC - \$68,177

- Reclass Tennis Director from Contractor to Employee - \$4,663
- Reclass Front Desk Team Leader to Tennis Coordinator - \$12k
- Increase Bubble install/removal to align with actuals - \$15k
- Seasonal Pickleball Instructor & Supplies – \$12k
- On-site Program Supervisor & Mtn Biking Staff - \$16k
- Bank Charges - \$10k

PARK CITY FEE SCHEDULE – Effective July 1, 2021

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up

1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal) Assembly	\$130.00 Places of \$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$52.07	\$53.63	\$826.00	\$850.78
1 "	\$70.29	\$72.40	\$949.34	\$977.82
1.5"	\$83.36	\$85.86	\$1,350.61	\$1,391.13

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$67.49	\$69.51	\$826.00	\$850.78
1"	\$114.53	\$117.97	\$949.34	\$977.82
1.5"	\$244.66	\$252.00	\$1,350.61	\$1,391.13
2 "	\$510.21	\$525.52	\$2,388.96	\$2,460.63
3"	\$1,327.82	\$1,367.65	\$2,826.17	\$2,910.96
4"	\$2,410.56	\$2,482.88	\$4,924.70	\$5,072.44
6"	\$4,543.99	\$4,680.31	\$7,661.85	\$7,891.71
8"	\$7,825.16	\$8,059.91	\$11,507.60	\$11,852.83

2.2.1.3 Irrigation

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$104.72	\$115.19	\$826.00	\$850.78
1"	\$177.21	\$194.93	\$949.34	\$977.82
1.5"	\$378.55	\$416.41	\$1,350.61	\$1,391.13
2"	\$789.44	\$868.38	\$2,388.96	\$2,460.63
3"	\$2,054.34	\$2,259.77	\$2,826.17	\$2,910.96
4"	\$3,729.92	\$4,102.91	\$4,924.70	\$5,072.44
6"	\$7,031.06	\$7,734.17	\$7,661.85	\$7,891.71

2.2.1.4 Construction Base Rate: ~~\$302.58~~311.66

2.2.1.5 Necessitous Base Rate: ~~\$4.45~~4.58

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.49 6.68	\$10.40 10.71	\$10.94 11.27	\$14.17 14.60	\$16.90 17.41	\$29.54 30.43
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.68 7.91	\$10.40 10.71	\$16.90 17.41	\$26.03 26.81
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.12 9.39	\$14.12 14.54
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.11 11.44	\$18.05 18.61
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$12.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

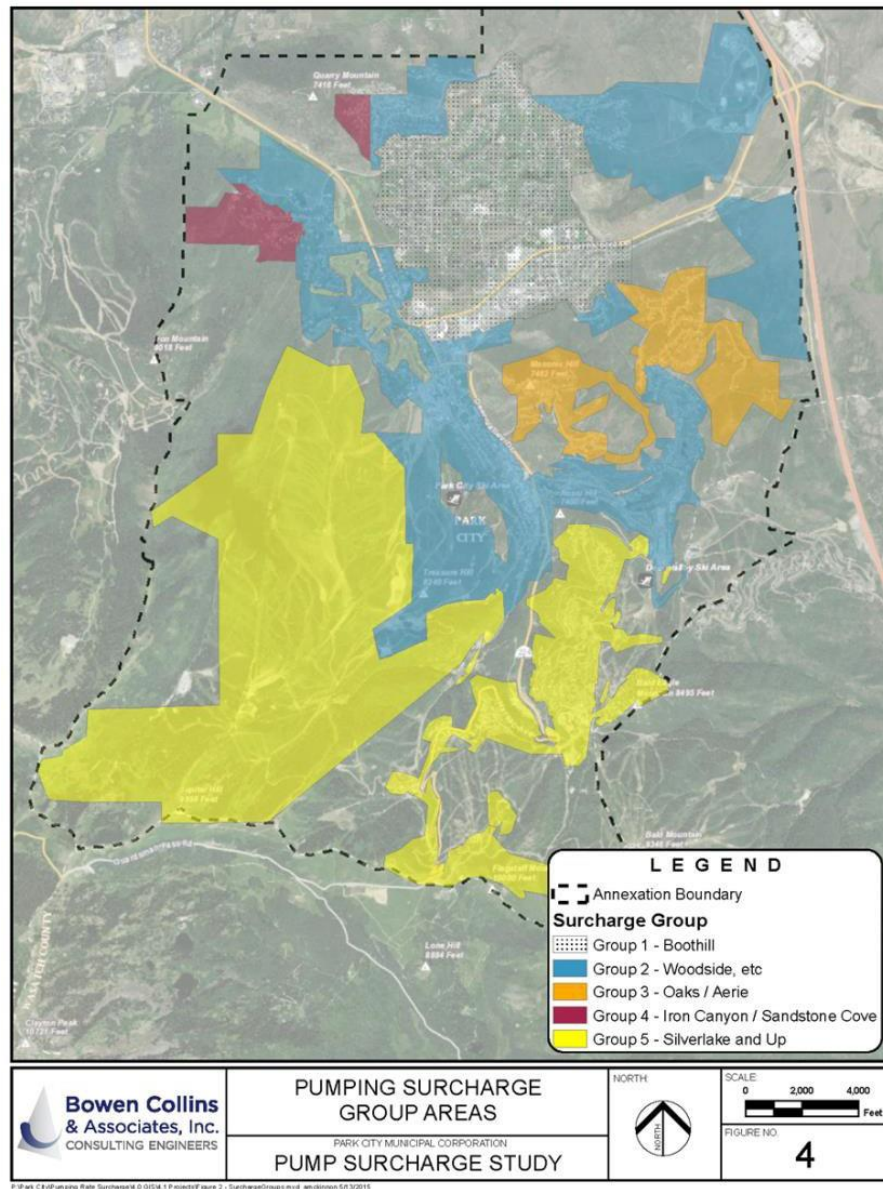
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU ~~\$6.47~~ 6.66

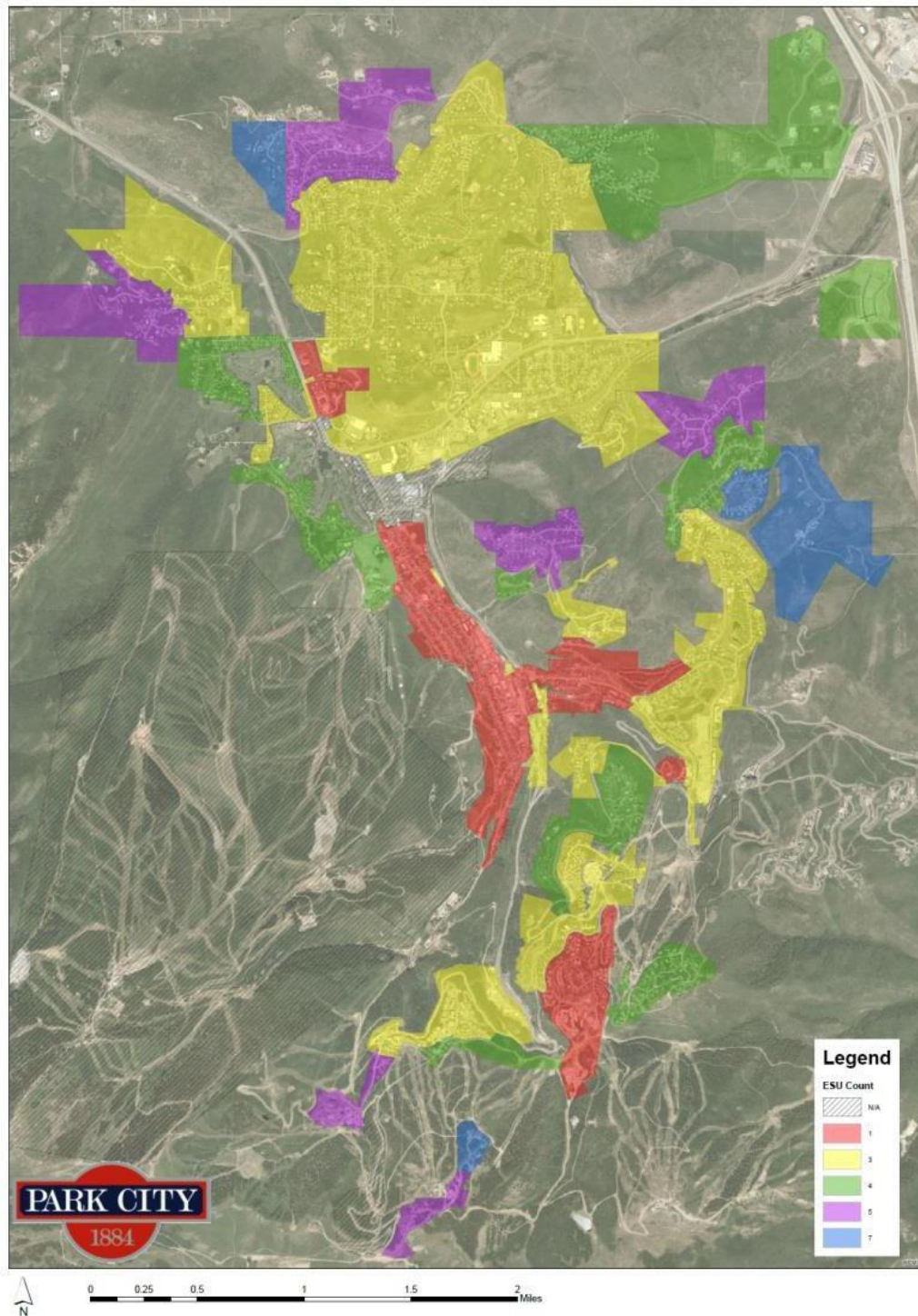
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/ Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (200816). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(2)(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a)(i) and (ii).

(b) An hourly charge under ~~this~~ Subsection (2)(a) may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarterhour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

\$10.00 per police report/traffic accident report
\$20.00 per CD (compact disc) of Video or Photographs
\$5.00 per printed color photograph
\$15.00 per fingerprinting request

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 meter system.

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

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 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:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

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:

Effective July 1, 2019

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

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

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

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

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

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

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

\$44.00 after 14 days;
\$48.00 after 30 days;
\$50.00 after 60 days

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

Effective July 1, 2019

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

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

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

Effective July 1, 2019

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

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –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 \$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.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

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 \$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 9th 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 | 21 |
| 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:

11:00 a.m.-5:00 p.m. – FREE, no hourly
max 5:00 p.m.-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
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – 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:

11:00 a.m.-5:00 p.m. – FREE-No hourly max 5:00 p.m.-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

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-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

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

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

7.13 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.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the Regional Director will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the Regional Director or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Director may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Park City Recreation Sliding Fee Schedule						
% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 GI	Less than \$31,000 GI	Less than \$34,000 GI	Less than \$37,000 GI	Less than \$40,000 GI
31% to 50% AMI Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001 - \$46,000 GI	\$31,001 - \$51,200	\$34,001 - \$57,000	\$37,001 - \$61,500	\$40,001 - \$66,000
51% to 70% AMI Receive 30% Discount	\$40,001 - \$55,900	\$46,001 - \$63,800	\$51,201 - \$71,700	\$57,001 - \$79,700	\$61,501 - \$86,100	\$66,001 - \$92,500

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00	\$100.00
Senior & Military 10 Punch	\$6 70.00	\$7 80.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis Fees

	<u>Indoor</u>	<u>Hourly Court Fees</u> Outdoor
Resident rate	\$32.00	\$12.00
Visitor rate	\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: \$12/day

Orange: \$24/day

Green: \$24/day

Yellow: \$24/day

Peak: \$28/day

Youth Clinic Drop-In

Red: \$15

Orange: \$28

Green: \$28

Yellow: \$28

Peak: \$32

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00
Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr
Outdoor Courts	\$12/hr
Per – hr. Clinic	\$12/hr

Monthly Clinic	\$45
Private Lesson 1 hour	\$45
Semi-Private Lesson 1 hour	\$30/pp

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	8.00 \$9.00	\$15.00
Senior 65+ & Military	6.00 \$7.00	\$9.00

Insurance Drop In Class Fee	\$7.00
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Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$55.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$64.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$71.00
Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.50

Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$32.00
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.50
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

	<u>Local</u>	<u>Outside</u>
<u>Ice Arena Admission Fees</u>	<u>Area Rates</u>	<u>Area Rates</u>

Youth = Ages 6-17; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	8.00 \$9.00	12.00 \$9.00
Drop-in Hockey - adult	10.50 \$10.00	14.00 \$10.00
Coached Drop-in Hockey	12.50 \$13.00	16.00 \$13.00

Freestyle	8.00 \$9.00	12.00 \$9.00
Drop-in Curling	20.00 \$25.00	24.00 \$25.00
Drop-in Broomball	14.00 \$25.00	18.00 \$25.00
Drop-in Skating Class	\$15.00	18.00 \$15.00
Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	14.00 \$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards ~~are~~ **may be** available for **some activities or products.**

~~Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session.~~

~~Punch card fees are adjusted to reflect the admission of~~

~~residents and non-residents. Punch cards are also available for skate sharpening with no discount simply, for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.~~

Annual Passes

Platinum	\$4,750
Bronze (Public Skate): (Includes Skate Rental)	\$300

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (Summit or Wasatch County Resident)	\$225
Non-Resident, Not-for-Profit	\$250
Camp	\$300
For-profit	\$375

****User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum ~~25~~ 50 hours per season).**

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Package \$175
Super Star Birthday Package \$300
Instructor \$50/per 30 minutes

Equipment (per hour)

Broomball \$50
Curling \$50/hour/lane
Hockey \$10/week
Dividers \$25

Event Fees

Rentals 1-50 people \$50
Rentals 51-100 people \$100
Rentals 101+ people \$200
Bleachers \$200/day
Catering Fee \$150
Scheduling Impact Fee \$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening \$8.50
Figure Skate Sharpening \$10.00
Custom Radius \$30.00
Figure Skate Sealing \$30.00
Rivets Replacements \$2.50 (ea.)
Figure Skate Blade Mounting (per pair) \$25.00
Skate Fitting (without purchase) \$20.00

Locker Rental (Annual Fee)

	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600
Wall Banners \$2,500
Glass Decals \$400
Program Sponsorship Varies by program
Information Screen \$150/month

~~Note: All user groups will receive a free dasher board ad on the East side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.~~

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250 per team per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500
Commercial	\$65	

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$50.00/hr. NonRes
	\$120.00/day Res	\$200.00/day NonRes
(2 courts)	\$200.00/day Res	\$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season – adult	
Tennis & Pickleball Courts	\$12.00/hr.	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$95.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field	
Field Lights - PCSC & City Park	\$20.00 per hr.	
Baseball Fence	\$45.00 per field	
Outfield Vinyl Fencing per field per week of use	\$337.00	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	53.00 \$80.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	93.25 \$108.00
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	648.70 \$859.00
	Street Banner Installation-every other Main	486.55 \$687.00
	Street Banner Installation-every 3rd	324.35 \$515.00
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	1431.00 \$2,013.00
	(Includes state permit, barricades and signage, required during install)	
	Street Banner Removal- Kearns	Included \$1515.00
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	47.70 \$75.05
	Pavilion Cleaning	157.95 \$150.00
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	6.75 \$10.00
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Portable Electronic Sign/Message Board (per day)	\$151.20
	Temporary Signs (each)	\$18.50
	Street Barricades (per day)	\$1.40
10.10	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12	<u>Streets Equipment and Materials Equipment (2</u>	
	hour min. - billable rate is portal to portal,	
	cost includes operator, fuel, maintenance)	

Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35

Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05

10.13 Materials

Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	28.00 \$35.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day

Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Ice Facility Proposed FY22 Fee Changes

- Increases to resident rates for drop-in youth (\$1) and coached (\$.50- \$3) hockey, decrease drop-in adult by \$.50 to \$10. Drop-in hockey fees have not increased since FY16.
- Increase to resident rate for youth Freestyle (\$1) and removal of adult and non-resident rates. Freestyle fees have not increased since FY16. Revenue received from anticipated fee differential for adult and non-resident Freestyle are less than \$500 annually. Offering so many different rates is challenging to facilitate through software and to communicate to patrons. Thus, staff recommends reducing to one fee for Freestyle.
- Increases to Drop-in Curling (\$5) and Broomball (\$9) and removal of non-resident rates. The last increase for these activities was FY18.
- Removal of Platinum Annual Pass as current utilization is low, and the availability of the pass sets an expectation for the number and schedule of Freestyle sessions.
- Update the Bronze Annual Pass (Public Skate) to includes skate rental if needed and move to one rate for adults and youth given that single admissions are the same for adult and youth residents.
- Clarification of what groups qualify for the User Group rate. Adding specificity for 501 C3 status, requiring insurance and increasing minimum hourly commitment from 25 to 50 hours. Current User Groups far exceed this hourly commitment.

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Set the Date of June 24, 2021, for a Public Hearing on Ordinance 2021-27, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2022
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Council Compensation Staff Report](#)

[Exhibit A: Council Compensation Ordinance](#)



City Council Staff Report

Subject: Council and Statutory Officer Compensation

Author: Jed Briggs and Penny Frates

Department: Budget, Debt, and Grants

Date: June 17, 2021

Type of Item: Informational/Legislative

Recommendation

Staff recommends Council hold a public hearing to establish Council and Statutory Officer Compensation according to Exhibit A, with adoption on June 24.

Background

Under code [10-3-818](#), elective and statutory officers of municipalities shall receive compensation for their services, set by adopting ordinance after public hearing.

The City is obligated to advertise time and place of hearing at least seven days in advance by newspaper publication and posting on the Utah Public Notice website.

Public hearing was advertised in the newspaper on June 09 and June 16, 2021 and posted on the Utah Public Notice website on June 09, 2021.

Exhibits

A – FY22 Council Compensation Ordinance

Ordinance No. 2021-27

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2021 – 2022
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 17, 2021;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2021-2022</u>
Mayor	\$45,366.72 per year
City Council	\$23,435.04 per year
City Manager	\$137,000- \$174,991 per year
City Attorney	\$163,404 – \$192,355 per year
City Treasurer	\$64,000 - \$93,844 per year
City Engineer	\$124,086 - \$138,456 per year
City Recorder	\$79,039 - \$90,861 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$21,522.48. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Work Session

Agenda Section:

Subject:

Discuss Roadway Capital Projects and Construction Challenges

(A) Public Input

Suggested Action:

Discuss the current challenges within the construction industry and the impact to the City's capital roadway projects.

Attachments:

[Roadway Construction Projects Staff Report](#)

[Exhibit A: Site Map](#)



City Council Staff Report

Subject: Planned Roadway Construction Projects
Author: John Robertson, City Engineer
Department: Engineering
Date: June 17, 2021
Type of Item: Work Session

Recommendation

Authorize the City Engineer to extend the project bidding process timeframe and add language to contract specifications to allow some flexibility in material unit costs that will provide some assurances to contractors related to meeting overall profit margins.

Background

Delivering large transportation or public works projects is typically a long process given their complexity and the number of stakeholders impacted with issues that need to be addressed and coordinated to ensure a relatively smooth executed project.

Stakeholders include the public (residents, businesses, visitors), impacted utilities (water, sewer, fiber, etc.), and abutting property owners of required rights of way.

Due to the demand of a growing population and strong economy across Utah and the Mountain West, and the required infrastructure to support it, the construction and trades industry is in increasingly high demand. For example, contractors are busy developing private development projects, new subdivisions, and large public road/water/sewer/storm drain projects around the Wasatch Front and Back.

Furthermore, the availability and price of materials (wood, plastic pipe, metal, concrete, etc.) are in such high demand that suppliers are less willing to provide fixed unit costs. Instead, they seek to renegotiate previously agreed-upon prices based on changing supply/demand. This creates overruns of both project budgets and schedules. The construction industry also faces skill and unskilled labor shortage, which also impacts proposed plans and budgets.

Given these challenges, contractors are increasingly selective about the projects they pursue. Recently, Engineering put the Rossi Hill roadway and utility improvement project out to bid but did not receive any bids (despite interest from locally known contractors). The estimated cost of the Rossi Hill project is over \$2 million. The reasons behind not submitting ranged from the uncertainty of material costs to concerns that not enough labor would be available to meet the City's completion timeline.

The timing of the bids for projects involving roadway improvements is also very critical since asphalt is temperature sensitive and should be installed in the warmer months. Additionally, putting projects out to bid in the middle of the construction season limits the number of interested bidders, as most contractors have already completed schedules

for the summer and, given current staffing challenges, are unable to add in additional work due to lack of staffing resources.

Discussions with other City departments confirm similar challenges, related to the availability of contractors and material costs. For example, the Water Department may increase construction timelines and may need to allow unit price escalations to address materials demand. Sustainability confirmed that they are also negotiating with contractors and plan to allow modifications of material unit prices to obtain quality bids on their projects.

Over the last eight months, Engineering has been working on completing the design and construction document preparation of three large transportation-related projects:

- Rossi Hill Roadway Reconstruction & Utility Improvements
- Park Avenue Bus Shelter Replacement & Sidewalk Improvements
- Quinn's Junction Park & Ride Lot

Each of these projects has right-of-way and or agency coordination challenges that delayed soliciting bids (without easements and agreement with property owners and utilities, construction documents cannot be finalized). Engineering recommends waiting on Rossi Hill (rebid), Quinns P&R, and Park Avenue until November 2021, in order to take advantage of contractor availability and more consistent supply of materials.

Details of each of the project's challenges and proposed solutions are described below.

Rossi Hill Roadway Reconstruction & Utility Improvements

This project was identified during the Old Town Infrastructure Study process. The scope of work includes upgrades to the water, stormdrain, and wastewater pipes as well as a full roadway reconstruction. Additionally, it will narrow sections of Rossi Hill and Coalition View Court due to resident concerns raised to the Neighborhood Traffic Management Program and City Council about speeding and parking. Included in the project was the construction of stairs to connect Deer Valley Loop to Rossi Hill. As mentioned above, the project was bid in late spring but did not receive any bids.

Engineering is planning on a new bid in November of 2021, and plans to include the material escalators previously discussed to create contractor interest. We anticipate that the contract would be awarded in January 2022, and to begin construction in spring 2022. Before the project goes back out to bid, staff plans to meet with residents that have expressed concerns related to road narrowing and explain direction received from Council during a previous workshop. The stairs portion of the project will be removed from the overall project and put out to bid this summer.

Park Avenue Bus Shelter Replacement & Sidewalk Improvements

This project will replace the two existing bus shelters in front of Fresh Market on Park Avenue and perform sidewalk and retaining wall improvements in the bus stop area and along SR 224 and SR 248.

According to Transit, these two locations are among the busiest in the entire County and, with modification, should provide greater safety, capacity, and protection from the weather. In addition, the project will improve the sidewalk and retaining walls on Park Avenue and Kearns Blvd. north and east of the bus stop's location. The construction of bus shelters is required to be bid separately from the roadway improvements and is ready to bid.

Given the challenges with contractor interest and uncertainty of material cost, Engineering proposes to bid the bus shelter procurement now but push shelter delivery and installation until next summer. The rest of the roadway and sidewalk work will be bid this November. We hope to ensure that the new shelters are completed prior to the roadway work, thereby ensuring installation before 2022 winter season. We also plan to include material cost escalators to address concerns.

One option under consideration is to bid sidewalk and retaining wall sections of the project along SR 248 now, given that the City has control over the funding and will not be required to meet all federal requirements associated with those funds making the project attainable to smaller contracting firms. The challenges of obtaining concrete at this time may delay the entire project until next spring.

Quinn's Junction Park & Ride Lot

This project will construct a park and ride parking lot with 465 parking stalls adjacent to the US 40 northbound on-ramp at the US 40 and SR 248 interchange. The project was proposed to start construction this summer. Staff has worked with various stakeholders, including UDOT, Summit County, and three large fiber optic companies to relocate and organize utilities prior to construction. Two of the three agreements have been executed, and both UDOT and Summit County have been helpful. The third agreement is on tonight's agenda for approval.

Approval of these legal agreements is required due to reimbursement costs and property rights. The time required to obtain these agreements has pushed the project too late into the construction season to begin construction in earnest this year. Based upon this fact, and in conjunction with the previously mentioned challenges, we propose to bid the Quinn's Park and Ride in November of 2021, with construction beginning early spring of 2022. Though delayed, this strategy attempts to take advantage of an early bidding process as companies begin to line up their project for 2022.

Attachments

A Site Map

Upcoming Capital Transportation Projects

This is an overview of funded capital transportation projects to be implemented by Spring 2022.

Legend  Spring 2022 Construction



Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: David Everitt

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement between Park City Municipal Corporation and GTS Development, LLC for Owner's Representative Services through June 1, 2022, with an Amount Not to Exceed \$1,710,980.00, for a Total Amount Not to Exceed \$2,780,364.96, Inclusive of Previous Payment

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[GTS Agreement Second Addendum Staff Report](#)

[Exhibit A: Draft GTS Agreement Second Addendum](#)

[Exhibit B: Original GTS Professional Services Agreement](#)

[Exhibit C: GTS Agreement First Addendum](#)

[Exhibit D: GTS Original Agreement Scope of Work](#)

[Exhibit E: Community Engagement Report as of February 2021](#)

[Exhibit F: Summary of Approved and Anticipated Contracts](#)

Subject: Addendum #2 to the Professional Services Agreement for Arts and Culture District Owner’s Representative Services Between Park City Municipal Corporation and GTS Development, LLC.

Author: David Everitt

Department: Executive

Date: June 17, 2021

Type of Item: Administrative

Recommendation

Authorize the City Manager to sign a second addendum to the professional services agreement between Park City Municipal Corporation and GTS Development, LLC for owner’s representative services through June 1, 2022, with a not to exceed amount of \$1,710,980.00, for a total not to exceed amount of \$2,780,364.96, inclusive of previous payment.

Executive Summary

Park City Municipal Corporation (“City”), Sundance Institute, and the Kimball Art Center (collectively “Partners”) are engaged in planning and development activities that will hopefully result in the creation of the Park City Arts and Culture District (“District”) in the Bonanza Park area. In early 2020, the City selected GTS Development, LLC (“GTS”) to provide owners representative services to facilitate master planning of the District generally and the development of the City-managed facilities specifically.

GTS has been working to facilitate a range of predevelopment activities necessary to advance the District and ensure the built environment reflects City Council and community preferences. The City and GTS need to approve a second addendum (Exhibit A) to the original professional services agreement (Exhibit B). This addendum will authorize additional work through the land use entitlement process, site preparation, and the preparation of pre-construction activity bid packages through June 1, 2022, for \$1,710,980 plus pass-through expenses associated with additional stakeholder and community engagement. These services will be invoiced monthly, and either party has the option to discontinue or modify services as needed.

Background

In 2017, the Partners agreed to develop the Park City Arts and Culture District (“District”) in the Bonanza Park area.

In early 2020, the City selected GTS through a competitive bid process to act as the City’s owner’s representative to coordinate and manage development of the District on

behalf of the City. GTS commenced working via a short-term agreement and a subsequent longer-term agreement (Original Agreement) to advance the development of the District. In July 2020, the City Council authorized a first addendum to the Original Agreement (Exhibit C) to continue with owner's representative services.

The scope of work for owner's representative services is comprehensive; it includes managing the land use entitlement process, site preparation planning, designing and conducting public and stakeholder engagement, developing the various governance, operations, and activation agreements with the District partners, facilitating the selection of a construction firm, supervising that firm throughout construction, and managing the move-in, building calibration, and post-occupancy certification processes (see Exhibit D for detailed scope information, which is also Exhibit A on page 13 of the Original Agreement).

The workplan for the previous eighteen months (early 2020 through mid-2021) included submitting a Master Planned Development (MPD) application to the Planning Department, reviewing the site requirements for utilities, studying pedestrian bridge options, developing options for the unassigned city spaces, and managing the architects and engineering design work through the first half of Design Development. Additionally, GTS was to provide ongoing community outreach, evaluate options for governance and operations terms, and prepare a demolition package for the existing structures on the site.

Significant progress was made with ongoing community outreach (see Exhibit E) and programming of the City spaces. The architects submitted a 100% schematic design for owner review in October of 2020. Utility design and construction were accelerated to deliver services to the site prior to the UDOT repaving of Kearns this summer due to a subsequent two-year moratorium on roadway cutting and patching.

Significant additional work was required to complete the MPD documents, which were initially submitted on September 10, 2020. Operations and governance discussions were delayed, but GTS worked with City staff to develop preliminary options for approaching governance and operations. GTS also provided a detailed construction cost analysis that indicated that the construction costs for the project were more than the original estimates.

In October 2020, GTS was directed to stop the MPD review process and lead the design team in developing site studies to include 50 affordable units (now 60) instead of 37, to eliminate the below grade transit station, to incorporate transit stops around the perimeter of the project and to provide detailed phasing options. GTS completed these studies in December of 2020.

From January 2021, GTS has provided multiple additional development studies and cost analysis of phasing options and ongoing efforts in community outreach and operations and governance planning. At the City's request, GTS developed various project scope and building scenarios in response to budget refinements.

Analysis

The proposed Second Addendum allows GTS to continue with owner's representative services as defined in the Original Agreement's Scope of Work through June 1, 2022. If schedules hold, this will advance the District into design development, construction firm selection, and final pre-construction activities in anticipation of commencing site excavation around May 1, 2022. An additional addendum will be required to proceed with the rest of actual construction.

This Addendum authorizes payments totaling \$1,710,980, which is a portion of the overall expectation for owner's representative services for this project that are now estimated to be approximately \$5.3 million - approximately 6.3% of the project's expected total cost (see Exhibit F). This is a slightly higher percentage than is typically associated with owner's representation services, but is reflective of the additional year of planning, revision, and adjustments required by this project along with the higher level of complexity associated with coordinating with stakeholders and the project and design team.

Additional expenses associated with community and stakeholder engagement will be billed as pass-through costs.

Specific scope elements include:

Community engagement and education. Provide a robust community outreach program to inform community organizations, local arts groups, and community members about the District. Receive input and provide opportunities for participation into the ongoing design, development, and plans for activation. Create a storefront information location and meeting space in the existing Maverik Building and support the interim activation planning and implementation and participation of arts groups in at the District site and at other locations as directed. Maintain and continually update social media and other outreach activities.

Space Programming. Refine the program for the culinary, creative, maker, and community spaces in Buildings 1, 3, and 4. Identify appropriate users, potential tenants and other participants for the programmable city owned spaces.

Building Design Revisions. Coordinate with the City's design team to reconcile scope changes to accomplish cost reductions identified in the draft program document and council presentations, including but not limited to:

- Using a core and shell approach for the non-residential elements;
- Eliminating heavy timber framing as necessary;
- Reducing building costs throughout;
- Evaluating other approaches to targeting net-zero goals besides rooftop solar;
- Eliminating housing in Building 3 and adding community organization coworking/operating space along with reprogramming basement level spaces;

- Increasing to 60 rental units on levels two and three of Building 1; and
- Eliminating Building 2 and connecting that outdoor space with Building 3 and the transit stop on Bonanza Drive.

Proceed with the project design team to 50% Design Development.

Master Site Plan Revisions. Review and revise the District master plan with the project partners to incorporate future revised project designs with the revised City portions of the project. Prepare and resubmit a revised MPD application accordingly. Submit and process plat plans for consolidation and subdivision of parcels, potentially as condominium lots.

Governance, Operations, and Purchase-Sale Agreements. Finalize governance and operations agreements with project partners. Complete the purchase and sale agreements with the project partners.

Pre-Construction Activities. Prepare for site excavation by May 1, 2022, by securing construction management services, completing additional environmental analysis as needed, and coordinating all other pre-construction activities.

Funding Sources

Funding is anticipated to come from a variety of sources:

- Future municipal transient room tax (TRT) revenues
- TRT cash on hand
- Affordable Housing funds
- Walkability bond proceeds
- Transportation Fund
- Sale of land

Exhibits

- Draft Second Addendum
- Original Agreement
- First Addendum
- Original Agreement Scope of Work
- Community Engagement Summary
- Summary of Approved and Anticipated Contracts

Links

- [The City's Request for Qualifications for Owner's Representative Services](#)
- [GTS' response to the City's RFQ](#)
- [Staff Report for First Addendum](#)

Exhibit A

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

This SECOND ADDENDUM is made and entered into in duplicate this ____ day of June, 2021, with a retroactive date of February 28, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and GTS DEVELOPMENT, LLC a Utah limited liability company (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by both parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement (“Original Agreement”) on April 28, 2020, with an end date of June 30, 2020, a copy which is attached hereto as **Exhibit “A”** and incorporated herein;

WHEREAS, the parties entered into a First Addendum to the Original Agreement on the 22nd day of July, 2020, with an end date of February 28, 2021, a copy of which is attached hereto as **Exhibit “B”** and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations for owner’s representative services for the Park City Arts and Culture District (“District”) as defined in the scope in the Original Agreement and First Addendum;

WHEREAS, the Service Provider represents that the Service Provider continues to be qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in the Original Agreement First Addendum; and

WHEREAS, the City continues to advance the planning and development phases of the District, including securing land use entitlements, advancing site preparation, developing District governance and operations plans and agreements, and performing community engagement and education.

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

1. **AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term for the Original Agreement and First Addendum shall be extended to June 1, 2022.
- b. **SCOPE OF SERVICE.** The second paragraph of Section 1., Scope of Services, shall be amended to read as follows:

The total fee for the Project Management services from June 17, 2021, to June 1, 2022, shall not exceed **ONE MILLION SEVEN HUNDRED TEN THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$1,710,980.00)**, for a total not to exceed contract price of **TWO MILLION SEVEN HUNDRED EIGHTY THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$2,780,364.96)** excluding approved pass-through consultant costs. An estimation of the amount of time required for the provision of services (“Hours Estimate”) is included as an updated version to Exhibit “A” of the Original Agreement as **Exhibit “C”**, which is attached hereto and made a part hereof. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend the Original Agreement and subsequent addenda to account for the anticipated additional time required to effectively provide the Service Provider’s responsibilities as set forth herein.

- c. **COMPENSATION AND METHOD OF PAYMENT.** Section 3. Compensation and Method of Payment, Part D. shall be amended to read as follows:

The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of twelve (12) equal payments of **ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$142,582.00)** through June 1, 2022. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.”

- d. **ASSIGNMENTS/SUBCONTRACTING.** Section 12. Assignments and Subcontracting, Part E. shall be amended to include the following language:

The Park City Summit County Arts Council may provide public engagement and arts community outreach consulting services on the project. Their work will be billed as pass-through consultants per an approved scope-of-work by the City.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.
3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
GTS DEVELOPMENT, LLC, a
Utah limited liability company
332 Red Ledges Village Way
Heber City, UT 84032
Tax ID#: 47-4670131

Printed Name

Signature

Title

Exhibit “A”
Original Agreement

**Exhibit “B”
First Addendum**

Exhibit “C”
Updated Hours Estimate

Exhibit B

PARK CITY MUNICIPAL CORPORATION PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 28 day of April, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS Development, LLC, a Utah limited liability company ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein (the "Project").

The total fee for the Project Management services work from March, 2020 through June 30, 2020 shall not exceed two hundred forty-nine thousand dollars (\$249,000.00). An estimation of the amount of time required for the provision of services ("Hours Estimate") is included in Exhibit A. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend this Agreement to account for the anticipated additional time required to effectively provide the Service Provider's responsibilities as set forth in the Scope of Services.

The City has designated David Everitt, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

The execution date of this Agreement shall be commencement of the term and the term shall terminate on June 30, 2020, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of three (3) payments of eighty-three thousand dollars (\$83,000.00) through June 30, 2020. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. Subconsultants will be invoiced as a pass through plus 15% for handling and processing.
- F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the

performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. INSURANCE.

- A. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:
- B. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 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.

- C. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- D. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- E. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- F. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- G. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- H. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- I. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider 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 § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12.ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder not already identified in this Agreement shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.
- E. Portions of the work as outlined in the GTS Development LLC Proposal for project Management Services for the Park City Arts and Cultural District and as shown in the attached workplan in Exhibit A will be provided under subcontract to Service Provider by Construction Control Corporation, LLC, as an approved subcontractor by the City. Service Provider shall be responsible for all actions of Service Provider's subcontractors and nothing in any agreement between Service Provider and a subcontractor of Service Provider shall relieve Service Provider of any obligation under the terms of this Agreement.

Wilkinson Ferrari and Company and Panic Button , LLC will be strategic communications consultants on the project. Their work will be billed as pass-through consultants per the proposal attached.

13.CHANGES.

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

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

- A. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

- A. 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.

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

[Signature page follows]

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

PARK CITY MUNICIPAL CORPORATION

a Utah municipal corporation

Post Office Box 1480

Park City, UT 84060-1480

City Manager

Attest:

Heath V. Lange
City Recorder's Office

Approved as to form:

Margaret Plane
City Attorney's Office

Margaret Plane



GTS Development, LLC, a Utah limited liability company

307 W. 200 South, Suite 4006

Salt Lake City, UT 84101

Tax ID- 47-4670131

Stephen L. Swisher
Printed Name

[Signature]
Signature

Principal, GTS Development LLC

Title

STATE OF UTAH)
 wasatch) ss
COUNTY OF SUMMIT)

On this 13 day of April, 2020, personally appeared before me
Stephan Lee Swannick, 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 Principle (title or office) of GTS DEVELOPMENT,
LLC, a Utah limited liability company, by authority of its Operating Agreement/Member
Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as
Principle (title) for GTS DEVELOPMENT, LLC, , a Utah limited
liability company.

CB
Notary Public

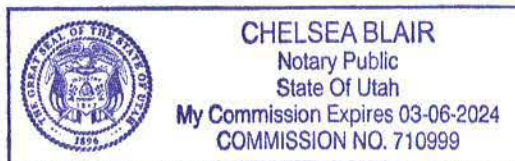


EXHIBIT A

SCOPE OF SERVICES

Overall Scope

This scope of work is based on the current MPD draft submittal design provided by Lake Flato Architects dated October 18, 2019.

The City, in partnership with the Kimball Arts Center and the Sundance Institute, is in the process of developing an arts and culture mixed-use district that will include the following components developed and owned by the City: two levels of underground parking; an underground bus transit facility; second- and third-floor affordable housing units, flexible artist commercial areas, a food hall, space for culinary education, and other uses that support the goals and priorities of the Arts and Culture District. City-owned facilities will be developed as net-zero energy facilities.

GTS will provide consulting services to the City and will act as the City's Owner's Representative through the land use entitlement processes. GTS will facilitate and negotiate development and operational agreements between the City, Sundance Institute and Kimball Art Center as the anchor owner occupants. GTS will oversee the implementation phases of design development, construction document, bidding, and construction administration. GTS will also select and manage strategic communications consultants to support community interest and knowledge of the project, assist the City in selecting an operator or operators for the project, and assist in developing operating budgets and pro formas and pre-opening and opening and activation planning.

GTS will provide the following services:

1. Coordinate all project matters at the delegation of the designated City project lead and manager.
2. Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to the City or at any time at the City's request.
3. Schedule, attend, conduct, and record minutes as requested.
4. Assist in making presentations about the project to the governing bodies and public.
5. Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by the City; and (f) any other reports concerning the project feasibility and progress.

6. Review and ensure the timely processing of any City project consultant invoice or pay application.
7. Facilitate discussions and provide recommendations to the City on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
8. Assist in the bidding of construction and/or construction management services for the project.
9. Coordinate obtaining all the necessary building permits or other necessary construction approvals.
10. Assist in any site logistic plans in preparation of and during construction.
11. Assist in procurements and agreements with potential leases of City-owned and and/or managed spaces within the project.
12. Assist in the review of any change orders.
13. Assist in the design and construction coordination of any off-site improvements related to the project.
14. Notify the City of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
15. Advise on any recommended special inspections or third-party verifications that would help to ensure the success of the project.
16. Ensure project construction records are complete and provided to the City per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.
17. Assist in developing an occupancy plan for City owned and/or managed spaces.

Workplan and Deliverables

The anticipated project work activities include: strategic communications; managing operations and startup logistics; securing land use approvals; negotiation and execution of operations and governance agreements and other related agreements between the development partners; and coordinating design development through construction administration and occupancy with project partners and the City's architect and engineering firms.

Proposed fees and allocated hours are fungible between the elements described below and will be billed on a percentage completion basis per element (See the Hours Estimate below). Each element is an estimated total of hours with the understanding that the Project partners are in agreement with the current direction of the Project and will be active participants in completing the work.

Strategic Communications and Branding.

GTS will engage sub-consultants to deliver strategic communications services throughout the project phases. This will help to inform the public and highlight the benefits to the community, creating excitement about the future District and mitigating obstacles that often occur in large scale development projects. GTS will manage the strategic communications teams and we anticipate delivering the following processes and deliverables:

- Stakeholder and subsequent community engagement during the MPD process
- Branding
- Ongoing community outreach and public relations efforts through and after occupancy

Operations and Start-up

GTS will work with the City and the Project partners to identify an appropriate operations methodology for the Arts and Culture District. GTS will also assist the City in finding an operator for the individual City owned components of the site including the food hall and ancillary spaces that are not currently programmed. We anticipate assisting the City in the following deliverables:

- Identification of an operator/manager of the District generally (may include developing RFPs for contracted services or developing a City in-house organization)
- Identification of an operator/manager for the Food Hall
- A business plan for the City owned assets at the District
- A program and pro forma for the lease spaces
- Assistance to City in recruiting tenants for the leasable spaces

Land Use Entitlements and Application Process

GTS will support the City's design team ahead of and during the MPD submittal process. The project will be submitted per City's development approval processes. The resulting MPD approvals and conditions will be incorporated into a development agreement. The GTS work plan will include:

- Pre-application meetings with the design team and city officials;
- Ensuring that needed documentation is comprehensive and anticipates any code, utility or community concerns;
- Assisting with the preparation of exhibits and renderings;
- Assisting with formal and informal public hearing presentations, including pre-approval informational presentations/meetings to the City Planning Commission and City Council in anticipation of future public hearings;
- Community and stakeholder engagement; and
- Managing any needed special studies (additional hours may be required).

Development & Operational Agreements

GTS anticipates that this element will take six to eight months and includes weekly meetings and coordination with the City's project lead and legal counsel to develop the necessary development and operation agreements between the Project Partners.

Activities will include:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date;
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations;
- Facilitating regular meetings with Project partners and providing regular updates to the City project lead and legal counsel;
- Reviewing and providing input on draft documents;
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress toward finalization and execution of documents;
- Additional services that may enhance the value of the project such as developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting the City with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Schematic Design

GTS will support the City and its design team during the completion of the interior schematic design, the integration of the Project partners' designs into the MPD Submittal, and processing the Planning Commission's feedback in order to finalize the Project's schematic design and prepare for design development.

Design Development

GTS will support and coordinate with the design team as they develop the drawings with more specificity and detail than in conceptual design. With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project.

GTS will:

- Develop a project manual that will clearly define the responsibilities, authority and procedures;
- Establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely;
- Provide the project team with cost support;
- Review design documents for conformance to the project requirements to ensure that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination;

- Refine as needed the project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget.
- Arrange for (as needed) an assessment of existing conditions surveys, soil investigations, utilities and traffic studies;
- Assist with developing a plan for dealing with environmental issues including hazardous materials;
- Identify relevant guidelines, regulations and codes;
- Continue to refine a cost model using adjusted historical data for major building systems and each element of the project, and adjust for local bidding conditions;
- Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them;
- Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties;
- Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as well as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications;
- Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team;
- Continually refine the total project budget including: land costs, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project;
- Develop a project accounting report to track by line item the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections;
- Working with Owner and the rest of the project team, prepare and refine a master schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary;
- Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues;
- Develop a construction-related consultant selection strategy that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geotechnical, environmental, special inspections and others as the need arises;
- Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities;

- Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructability and coordination of design disciplines. Coordinate any required reviews by regulatory agencies;
- Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors;
- Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate; and
- Administer the design contract including payments and contract changes.

Construction Documents

At the direction of the City's project lead, GTS will coordinate with the design team as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings. GTS anticipates performing the following tasks:

- Review construction documents for conformance to the project requirements and that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams to coordinate site access, staging, security, and other construction activities;
- Establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling.
- Update the total project budget, refining the cost model as additional project details and systems are identified;
- Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, information technology, security, audio/visual and building operational items that are the responsibility of the City. (GTS will provide FF&E installation oversight in later phases of the project.);
- Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate; and
- Review the design contract and invoices including payments and contract changes.

Permits & Bidding

GTS will conduct general oversight of the building permit and bidding process and progress and will ensure compliance with City codes, requirements, and consultant contracts. Multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated. During the

permits and bidding phase GTS will work closely with the design team, the City, and the Project partners to ensure timely delivery of all permit and contract documents. GTS will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

- Track the permitting process, ensuring the permits are ready at the appropriate time;
- Establish the process to be used to select the contractors including evaluation criteria;
- Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements;
- Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers;
- Conduct pre-bid conferences and assist the design team with responses to questions from bidders;
- Ensure addenda are prepared by the design team and issued to bidders in a timely manner;
- Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts;
- Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions;
- If appropriate, assist during the negotiations with the contractors; and
- Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Construction Administration

GTS will be responsible for general oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with City codes, requirements, and consultant contracts. This requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. This also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and the City obtains all Certificates of Occupancy. The following tasks will be used during this phase:

- Conduct pre-construction meetings with the successful contractor(s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security;
- Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule;

- Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans;
- Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled;
- If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities;
- Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues;
- Minimize construction changes, but where appropriate recommend changes that respond to field conditions or to improve quality or save time or money;
- Observe work in process, document defects and direct the contractor to make corrections;
- Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results;
- Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions;
- Administer the construction contracts;
- Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications;
- Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices;
- Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions;
- Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team;
- Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples;
- Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment;
- Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status;
- Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies; and
- Record weather, general activities and special occurrences in job-site reports;

- Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Occupancy & Post Occupancy Evaluation

Tenants of City-owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the City project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required. During the occupancy phase GTS will wind up the physical and administrative aspects of the construction and assist with move-in activities. GTS will perform the following tasks:

- Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy;
- Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff;
- Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Obtain as-built drawings;
- Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion;
- Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage;
- Manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel;
- Ensure contractors perform warranty obligations in a timely manner; and
- During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Project Team

Owners Representative Team: GTS Development, LLC and Construction Control Corporation

Strategic Communications subconsultants: Wilkinson Ferrari and Company, Panic Button LLC

Hourly Rates

The GTS Development Services Team hourly rates are:

GTS Hourly Rates

Principal: \$200

Project Manager: \$150

Clerical: \$80

CCC Hourly Rates

Principal: \$185

Project Manager \$135

Clerical: \$80

Hours Estimate

See the following chart for overall project hours estimates.

All fees above include general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.

	Firm	Hrs/ Month	Months	Quantity	Rate	Month Tot	Total	PART ONE											
								Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
								\$ 78,245	\$ 103,805	\$ 103,805	\$ 112,180	\$ 100,145	\$ 104,835	\$ 104,835	\$ 113,210	\$ 121,585	\$ 101,595	\$ 87,090	
Operations & Startup	GTS	24	51	1,224	180 \$	4,320	\$ 220,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320		
Strategic Communication	GTS	60	51	3,060	180 \$	10,800	\$ 550,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800		
Adjacent property coordination (Munchkin/ Hor Not Included)																			
Land Use Entitlements	GTS	85	9	765	180 \$	15,300	\$ 137,700	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300				
Development & Operational Agreements	GTS	142	9	1,278	180 \$	25,560	\$ 230,040		\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560			
Schematic Design Budget Development	GTS	35	4	140	180 \$	6,300	\$ 25,200	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300								
	CCC	37	4	148	155 \$	5,735	\$ 22,940	\$ 5,735	\$ 5,735	\$ 5,735	\$ 5,735								
Design Development	GTS	142	12	1,704	180 \$	25,560	\$ 306,720	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560		
	CCC	66	12	792	155 \$	10,230	\$ 122,760	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230		
Construction Documents	GTS	66	10	660	180 \$	11,880	\$ 118,800										\$ 11,880		
	CCC	66	10	660	155 \$	10,230	\$ 102,300										\$ 10,230		
Powerline Relocation	GTS	14	4	56	180 \$	2,520	\$ 10,080				\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520				
	CCC	14	4	56	155 \$	2,170	\$ 8,680				\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170				
Hazardous Material Abatement Permits & Biddir	GTS	25	4	100	180 \$	4,500	\$ 18,000		\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500							
	CCC	25	4	100	155 \$	3,875	\$ 15,500		\$ 3,875	\$ 3,875	\$ 3,875	\$ 3,875							
Hazardous Material Abatement Construction	GTS	25	3	75	180 \$	4,500	\$ 13,500						\$ 4,500	\$ 4,500	\$ 4,500				
	CCC	25	3	75	155 \$	3,875	\$ 11,625						\$ 3,875	\$ 3,875	\$ 3,875				
Demolition Permits & Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000						\$ 4,500	\$ 4,500					
	CCC	25	2	50	155 \$	3,875	\$ 7,750						\$ 3,875	\$ 3,875					
Building Demolition	GTS	25	3	75	180 \$	4,500	\$ 13,500									\$ 4,500	\$ 4,500		
	CCC	25	3	75	155 \$	3,875	\$ 11,625									\$ 3,875	\$ 3,875		
Grading & Utilities Permits Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000							\$ 4,500	\$ 4,500				
	CCC	25	2	50	155 \$	3,875	\$ 7,750							\$ 3,875	\$ 3,875				
Grading & Utilities Const. (inc. repository)	GTS	17	4	68	180 \$	3,060	\$ 12,240										\$ 3,060		
	CCC	17	4	68	155 \$	2,635	\$ 10,540										\$ 2,635		
Footing & Foundation Permits & Bidding	GTS	50	4	200	180 \$	9,000	\$ 36,000												
	CCC	50	4	200	155 \$	7,750	\$ 31,000												
Footing & Foundation Construction	GTS	142	15	2,130	180 \$	25,560	\$ 383,400												
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825												
PCAC Permits & Bidding	GTS	50	3	150	180 \$	9,000	\$ 27,000												
	CCC	50	3	150	155 \$	7,750	\$ 23,250												
PCAC Construction Administration	GTS	142	15	2,130	180 \$	25,560	\$ 383,400												
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825												
Occupancy & Post Occupancy	GTS	71	6	426	180 \$	12,780	\$ 76,680												
	CCC	132	6	792	155 \$	20,460	\$ 122,760												
Part 1 Through January 2021							\$ 1,131,330												
Part 1 Average Monthly							\$ 102,848												

	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
\$	87,090	\$ 59,675	\$ 59,675	\$ 53,980	\$ 53,980	\$ 90,845	\$ 90,845	\$ 90,845	\$ 90,845	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 85,485	\$ 85,485	\$ 85,485	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735
\$	4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$	10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$	25,560																					
\$	10,230																					
\$	11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880												
\$	10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230												

\$	4,500																										
\$	3,875																										
\$	3,060	\$	3,060	\$	3,060																						
\$	2,635	\$	2,635	\$	2,635																						
	\$	9,000	\$	9,000	\$	9,000	\$	9,000	\$	9,000																	
	\$	7,750	\$	7,750	\$	7,750	\$	7,750																			
						\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560	\$	25,560		
						\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055	\$	28,055		
															\$	9,000	\$	9,000	\$	9,000							
															\$	7,750	\$	7,750	\$	7,750							
																						\$	25,560	\$	25,560	\$	25,560
																						\$	28,055	\$	28,055	\$	28,055

Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 101,975	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800



\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055
												\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780
												\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460

EXHIBIT B

Extra work will be provided by a defined scope of work on a lump sum or hourly basis consistent with the hourly rates identified in Exhibit A. Any extra work shall be approved in advance in writing by the City.

Leah Langan

From: Lisa Roadfuss
Sent: Friday, April 24, 2020 12:12 PM
To: Leah Langan
Cc: Matt Dias; David Everitt; Tom Daley
Subject: FW: GTS commercial liability and EO (002).pdf
Attachments: GTS-2-COI-2020042410194PARK-Executive.pdf

Leah, attached is the approved insurance that needs to be printed out and included with the contracts for Matt's signature.

Matt - these contracts (that should be in the Executive inbox on the second floor) are GTG for signature by you. Leah, please route a fully executed copy to David when done and email me a copy for Legal's records as well.

Thanks All!

From: Park City Service [parkcity@moreton.com]
Sent: Friday, April 24, 2020 11:48 AM
To: Lisa Roadfuss
Subject: RE: GTS commercial liability and EO (002).pdf

Good Morning Lisa,

Attached is the updated COI for GTS. They are good to go!

Thank you,

Jillian Murillo
Account Assistant
801-715-7171

From: Lisa Roadfuss <lisa.roadfuss@parkcity.org>
Sent: Wednesday, April 22, 2020 12:46 PM
To: Park City Service <parkcity@moreton.com>
Subject: RE: GTS commercial liability and EO (002).pdf

Okay. When you get it, just email me and I will let everyone know here. Thanks again.

From: Park City Service [mailto:parkcity@moreton.com]
Sent: Wednesday, April 22, 2020 12:42 PM
To: Lisa Roadfuss; Park City Service
Subject: RE: GTS commercial liability and EO (002).pdf

I apologize Lisa, I think there has been many emails and separate conversations that I myself got confused. But no, the insurance is not approved yet until I receive the update COI with the \$2M auto limits.

Thank you,

Jillian Murillo



GTSDE-1

OP ID: MU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, Ltd. 5740 S. Arville Ste 204 Las Vegas, NV 89118 David R. Lee		702-798-3700	CONTACT NAME: Mayensi Chavez PHONE (A/C, No, Ext): 702-798-3700 FAX (A/C, No): E-MAIL ADDRESS: MChavez@AssuranceLtd.com	
INSURED GTS Development LLC 332 Red Ledges Village Way Heber City, UT 84032		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		20443
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6021732701	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6021732701	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6080955101	04/22/2020	11/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab Claims-Made			SFH591914996 \$1,000 DEDUCTIBLE	11/10/2017	11/10/2020	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Park City Municipal Corporation is an Additional Insured with respects to General Liability including Hired & Non-Owned Automobile Liability per the attached SB146968B 06/16 form as required by written contract subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER

CANCELLATION

PARKCIT Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Exhibit C

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

This FIRST ADDENDUM is made and entered into in duplicate this 22 day of July, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS DEVELOPMENT, LLC a Utah limited liability company ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by both parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement (hereinafter "Original Agreement") on April 28, 2020, with an end date of June 30, 2020, a copy which is attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations for owner's representative services for the Park City Arts and Culture District ("District") as defined in the scope in the Original Agreement;

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

WHEREAS, the City continues to advance the planning and development phases of the District, including land use entitlements, environmental analysis, and site preparation, and the initial construction phases, including site demolition and footings and foundation construction.

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

1. AMENDMENTS:

- a. EXTENSION OF TERM. The term for the Original Agreement shall be extended to a date of February 28, 2021.
- b. SCOPE OF SERVICE. The second paragraph of the Scope of Services section of the Original Agreement shall be amended to add the following language:

The total fee for the Project Management services from June 30, 2020, to February 28, 2021, shall not exceed **EIGHT HUNDRED TWENTY THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND NINETY SIX CENTS (\$820,384.9600)**, for a total not to exceed contract price of **ONE MILLION SIXTY NINE THOUSAND THREE HUNDRED EIGHTY F OUR DOLLARS AND**

NINETY SIX CENTS (\$1,069,384.96,) excluding approved pass-through consultant costs. An estimation of the amount of time required for the provision of services (“Hours Estimate”) is included in Exhibit A of the Original Agreement. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend the Original Agreement and First Addendum to account for the anticipated additional time required to effectively provide the Service Provider’s responsibilities as set forth in the Scope of Services.

- c. **Compensation and Method of Payment.** Section D of the Compensation and the Method of Payment Section shall be amended to read as follows:

The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of eight (8) equal payments of **ONE HUNDRED TWO THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND TWELVE CENTS (\$102,548.12)** through February 28, 2021. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.”

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

(Signature page follows)

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

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

DocuSigned by:

Matt Dias

MATT DIAS, City Manager

Attest:

DocuSigned by:

Heather V. Long

Heather V. Long, City Recorder's Office

Approved as to form:

DocuSigned by:

[Signature]

[Signature], City Attorney's Office

SERVICE PROVIDER:

GTS DEVELOPMENT, LLC, a
Utah limited liability company
332 Red Ledges Village Way
Heber City, UT 84032
Tax ID#: 47-4670131

Stephen Swisher

Printed Name

DocuSigned by:

Stephen Swisher

Signature

Principal

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2020, before me, the undersigned notary, personally appeared
a personally known to me/proved to me through identification documents allowed by law, to be
the person whose name is signed on the preceding or attached document, and acknowledged that
he/she signed it voluntarily for its stated purpose as _____ (*title*) for GTS
DEVELOPMENT, LLC, a Utah limited liability company.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the 20th day of July, 2020, at
Wasatch County, Utah (insert State and County here).

Printed name Stephen Swisher

Signature:  Stephen Swisher
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Exhibit D

SCOPE OF SERVICES

Overall Scope

This scope of work is based on the current MPD draft submittal design provided by Lake Flato Architects dated October 18, 2019.

The City, in partnership with the Kimball Arts Center and the Sundance Institute, is in the process of developing an arts and culture mixed-use district that will include the following components developed and owned by the City: two levels of underground parking; an underground bus transit facility; second- and third-floor affordable housing units, flexible artist commercial areas, a food hall, space for culinary education, and other uses that support the goals and priorities of the Arts and Culture District. City-owned facilities will be developed as net-zero energy facilities.

GTS will provide consulting services to the City and will act as the City's Owner's Representative through the land use entitlement processes. GTS will facilitate and negotiate development and operational agreements between the City, Sundance Institute and Kimball Art Center as the anchor owner occupants. GTS will oversee the implementation phases of design development, construction document, bidding, and construction administration. GTS will also select and manage strategic communications consultants to support community interest and knowledge of the project, assist the City in selecting an operator or operators for the project, and assist in developing operating budgets and pro formas and pre-opening and opening and activation planning.

GTS will provide the following services:

1. Coordinate all project matters at the delegation of the designated City project lead and manager.
2. Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to the City or at any time at the City's request.
3. Schedule, attend, conduct, and record minutes as requested.
4. Assist in making presentations about the project to the governing bodies and public.
5. Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by the City; and (f) any other reports concerning the project feasibility and progress.

6. Review and ensure the timely processing of any City project consultant invoice or pay application.
7. Facilitate discussions and provide recommendations to the City on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
8. Assist in the bidding of construction and/or construction management services for the project.
9. Coordinate obtaining all the necessary building permits or other necessary construction approvals.
10. Assist in any site logistic plans in preparation of and during construction.
11. Assist in procurements and agreements with potential leases of City-owned and and/or managed spaces within the project.
12. Assist in the review of any change orders.
13. Assist in the design and construction coordination of any off-site improvements related to the project.
14. Notify the City of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
15. Advise on any recommended special inspections or third-party verifications that would help to ensure the success of the project.
16. Ensure project construction records are complete and provided to the City per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.
17. Assist in developing an occupancy plan for City owned and/or managed spaces.

Workplan and Deliverables

The anticipated project work activities include: strategic communications; managing operations and startup logistics; securing land use approvals; negotiation and execution of operations and governance agreements and other related agreements between the development partners; and coordinating design development through construction administration and occupancy with project partners and the City's architect and engineering firms.

Proposed fees and allocated hours are fungible between the elements described below and will be billed on a percentage completion basis per element (See the Hours Estimate below). Each element is an estimated total of hours with the understanding that the Project partners are in agreement with the current direction of the Project and will be active participants in completing the work.

Strategic Communications and Branding.

GTS will engage sub-consultants to deliver strategic communications services throughout the project phases. This will help to inform the public and highlight the benefits to the community, creating excitement about the future District and mitigating obstacles that often occur in large scale development projects. GTS will manage the strategic communications teams and we anticipate delivering the following processes and deliverables:

- Stakeholder and subsequent community engagement during the MPD process
- Branding
- Ongoing community outreach and public relations efforts through and after occupancy

Operations and Start-up

GTS will work with the City and the Project partners to identify an appropriate operations methodology for the Arts and Culture District. GTS will also assist the City in finding an operator for the individual City owned components of the site including the food hall and ancillary spaces that are not currently programmed. We anticipate assisting the City in the following deliverables:

- Identification of an operator/manager of the District generally (may include developing RFPs for contracted services or developing a City in-house organization)
- Identification of an operator/manager for the Food Hall
- A business plan for the City owned assets at the District
- A program and pro forma for the lease spaces
- Assistance to City in recruiting tenants for the leasable spaces

Land Use Entitlements and Application Process

GTS will support the City's design team ahead of and during the MPD submittal process. The project will be submitted per City's development approval processes. The resulting MPD approvals and conditions will be incorporated into a development agreement. The GTS work plan will include:

- Pre-application meetings with the design team and city officials;
- Ensuring that needed documentation is comprehensive and anticipates any code, utility or community concerns;
- Assisting with the preparation of exhibits and renderings;
- Assisting with formal and informal public hearing presentations, including pre-approval informational presentations/meetings to the City Planning Commission and City Council in anticipation of future public hearings;
- Community and stakeholder engagement; and
- Managing any needed special studies (additional hours may be required).

Development & Operational Agreements

GTS anticipates that this element will take six to eight months and includes weekly meetings and coordination with the City's project lead and legal counsel to develop the necessary development and operation agreements between the Project Partners.

Activities will include:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date;
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations;
- Facilitating regular meetings with Project partners and providing regular updates to the City project lead and legal counsel;
- Reviewing and providing input on draft documents;
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress toward finalization and execution of documents;
- Additional services that may enhance the value of the project such as developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting the City with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Schematic Design

GTS will support the City and its design team during the completion of the interior schematic design, the integration of the Project partners' designs into the MPD Submittal, and processing the Planning Commission's feedback in order to finalize the Project's schematic design and prepare for design development.

Design Development

GTS will support and coordinate with the design team as they develop the drawings with more specificity and detail than in conceptual design. With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project.

GTS will:

- Develop a project manual that will clearly define the responsibilities, authority and procedures;
- Establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely;
- Provide the project team with cost support;
- Review design documents for conformance to the project requirements to ensure that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination;

- Refine as needed the project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget.
- Arrange for (as needed) an assessment of existing conditions surveys, soil investigations, utilities and traffic studies;
- Assist with developing a plan for dealing with environmental issues including hazardous materials;
- Identify relevant guidelines, regulations and codes;
- Continue to refine a cost model using adjusted historical data for major building systems and each element of the project, and adjust for local bidding conditions;
- Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them;
- Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties;
- Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as well as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications;
- Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team;
- Continually refine the total project budget including: land costs, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project;
- Develop a project accounting report to track by line item the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections;
- Working with Owner and the rest of the project team, prepare and refine a master schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary;
- Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues;
- Develop a construction-related consultant selection strategy that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geotechnical, environmental, special inspections and others as the need arises;
- Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities;

- Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructability and coordination of design disciplines. Coordinate any required reviews by regulatory agencies;
- Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors;
- Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate; and
- Administer the design contract including payments and contract changes.

Construction Documents

At the direction of the City's project lead, GTS will coordinate with the design team as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings. GTS anticipates performing the following tasks:

- Review construction documents for conformance to the project requirements and that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams to coordinate site access, staging, security, and other construction activities;
- Establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling.
- Update the total project budget, refining the cost model as additional project details and systems are identified;
- Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, information technology, security, audio/visual and building operational items that are the responsibility of the City. (GTS will provide FF&E installation oversight in later phases of the project.);
- Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate; and
- Review the design contract and invoices including payments and contract changes.

Permits & Bidding

GTS will conduct general oversight of the building permit and bidding process and progress and will ensure compliance with City codes, requirements, and consultant contracts. Multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated. During the

permits and bidding phase GTS will work closely with the design team, the City, and the Project partners to ensure timely delivery of all permit and contract documents. GTS will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

- Track the permitting process, ensuring the permits are ready at the appropriate time;
- Establish the process to be used to select the contractors including evaluation criteria;
- Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements;
- Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers;
- Conduct pre-bid conferences and assist the design team with responses to questions from bidders;
- Ensure addenda are prepared by the design team and issued to bidders in a timely manner;
- Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts;
- Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions;
- If appropriate, assist during the negotiations with the contractors; and
- Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Construction Administration

GTS will be responsible for general oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with City codes, requirements, and consultant contracts. This requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. This also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and the City obtains all Certificates of Occupancy. The following tasks will be used during this phase:

- Conduct pre-construction meetings with the successful contractor(s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security;
- Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule;

- Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans;
- Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled;
- If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities;
- Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues;
- Minimize construction changes, but where appropriate recommend changes that respond to field conditions or to improve quality or save time or money;
- Observe work in process, document defects and direct the contractor to make corrections;
- Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results;
- Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions;
- Administer the construction contracts;
- Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications;
- Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices;
- Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions;
- Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team;
- Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples;
- Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment;
- Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status;
- Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies; and
- Record weather, general activities and special occurrences in job-site reports;

- Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Occupancy & Post Occupancy Evaluation

Tenants of City-owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the City project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required. During the occupancy phase GTS will wind up the physical and administrative aspects of the construction and assist with move-in activities. GTS will perform the following tasks:

- Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy;
- Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff;
- Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Obtain as-built drawings;
- Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion;
- Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage;
- Manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel;
- Ensure contractors perform warranty obligations in a timely manner; and
- During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Project Team

Owners Representative Team: GTS Development, LLC and Construction Control Corporation

Strategic Communications subconsultants: Wilkinson Ferrari and Company, Panic Button LLC

Hourly Rates

The GTS Development Services Team hourly rates are:

GTS Hourly Rates

Principal: \$200

Project Manager: \$150

Clerical: \$80

CCC Hourly Rates

Principal: \$185

Project Manager \$135

Clerical: \$80

Hours Estimate

See the following chart for overall project hours estimates.

All fees above include general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.

								PART ONE											
	Firm	Hrs/ Month	Months	Quantity	Rate	Month Tot	Total	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
								\$ 78,245	\$ 103,805	\$ 103,805	\$ 112,180	\$ 100,145	\$ 104,835	\$ 104,835	\$ 113,210	\$ 121,585	\$ 101,595	\$ 87,090	
Operations & Startup	GTS	24	51	1,224	180 \$	4,320	\$ 220,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	
Strategic Communication	GTS	60	51	3,060	180 \$	10,800	\$ 550,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	
Adjacent property coordination (Munchkin/ Hor Not Included)																			
Land Use Entitlements	GTS	85	9	765	180 \$	15,300	\$ 137,700	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300			
Development & Operational Agreements	GTS	142	9	1,278	180 \$	25,560	\$ 230,040		\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
Schematic Design Budget Development	GTS	35	4	140	180 \$	6,300	\$ 25,200	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300								
	CCC	37	4	148	155 \$	5,735	\$ 22,940	\$ 5,735	\$ 5,735	\$ 5,735	\$ 5,735								
Design Development	GTS	142	12	1,704	180 \$	25,560	\$ 306,720	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
	CCC	66	12	792	155 \$	10,230	\$ 122,760	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	
Construction Documents	GTS	66	10	660	180 \$	11,880	\$ 118,800											\$ 11,880	
	CCC	66	10	660	155 \$	10,230	\$ 102,300											\$ 10,230	
Powerline Relocation	GTS	14	4	56	180 \$	2,520	\$ 10,080						\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520			
	CCC	14	4	56	155 \$	2,170	\$ 8,680						\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170			
Hazardous Material Abatement Permits & Biddir	GTS	25	4	100	180 \$	4,500	\$ 18,000			\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500						
	CCC	25	4	100	155 \$	3,875	\$ 15,500			\$ 3,875	\$ 3,875	\$ 3,875	\$ 3,875						
Hazardous Material Abatement Construction	GTS	25	3	75	180 \$	4,500	\$ 13,500								\$ 4,500	\$ 4,500	\$ 4,500		
	CCC	25	3	75	155 \$	3,875	\$ 11,625								\$ 3,875	\$ 3,875	\$ 3,875		
Demolition Permits & Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000								\$ 4,500	\$ 4,500			
	CCC	25	2	50	155 \$	3,875	\$ 7,750								\$ 3,875	\$ 3,875			
Building Demolition	GTS	25	3	75	180 \$	4,500	\$ 13,500										\$ 4,500	\$ 4,500	
	CCC	25	3	75	155 \$	3,875	\$ 11,625										\$ 3,875	\$ 3,875	
Grading & Utilities Permits Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000									\$ 4,500	\$ 4,500		
	CCC	25	2	50	155 \$	3,875	\$ 7,750									\$ 3,875	\$ 3,875		
Grading & Utilities Const. (inc. repository)	GTS	17	4	68	180 \$	3,060	\$ 12,240											\$ 3,060	
	CCC	17	4	68	155 \$	2,635	\$ 10,540											\$ 2,635	
Footing & Foundation Permits & Bidding	GTS	50	4	200	180 \$	9,000	\$ 36,000												
	CCC	50	4	200	155 \$	7,750	\$ 31,000												
Footing & Foundation Construction	GTS	142	15	2,130	180 \$	25,560	\$ 383,400												
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825												
PCAC Permits & Bidding	GTS	50	3	150	180 \$	9,000	\$ 27,000												
	CCC	50	3	150	155 \$	7,750	\$ 23,250												
PCAC Construction Administration	GTS	142	15	2,130	180 \$	25,560	\$ 383,400												
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825												
Occupancy & Post Occupancy	GTS	71	6	426	180 \$	12,780	\$ 76,680												
	CCC	132	6	792	155 \$	20,460	\$ 122,760												
Part 1 Through January 2021							\$ 1,131,330												
Part 1 Average Monthly							\$ 102,848												

	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
\$	87,090	\$ 59,675	\$ 59,675	\$ 53,980	\$ 53,980	\$ 90,845	\$ 90,845	\$ 90,845	\$ 90,845	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 85,485	\$ 85,485	\$ 85,485	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735
\$	4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$	10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$ 25,560																							
\$ 10,230																							
\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880														
\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230														

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Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 101,975	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800



\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055
												\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780
												\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460

Exhibit E

Public Engagement Report

2017 – 2021

Meetings & Presentations

- 2017 Meetings & Presentations (6)
 - Bonanza East Concept Presentation (May 26, 2017)
 - Editorial Roundtable with Park Record, KPCW & Park City Magazine (July 7, 2017)
 - Community Conversation at Park City Library (July 11, 2017)
 - City Council Presentation (July 13, 2017)
 - City Council Presentation (July 20, 2017)
 - Open House at the Doubletree/Yarrow (November 2, 2017)
- 2018 Meetings & Presentations (2)
 - Arts & Culture Future City Employee Discussion (December 11, 2018)
 - Arts & Culture Top Priority Discussion (November 30, 2018)
- 2019 Meetings & Presentations (3)
 - Planning Commission Meeting (July 10, 2019)
 - City Council Meeting (July 11, 2019)
 - Florida Arts and Culture District Presentation (April 18, 2019)
- 2020 Meetings & Presentations (19)
 - Design Committee Meetings (June 19, 23, 25, July 7, September 14, 15, 2020)
 - Prospector HOA Board Presentation (June 25, 2020)
 - County and City Council 2x2's (June 29, 30, July 1, 2020)
 - Summit County Staff Presentation (July 1, 2020)
 - Small Group "Backyard Conversations" (July 7, 8, 9, Aug. 7, Sept. 1, 23, 29, Oct. 20, 27, 2020)
 - Park City Special Edition Roundtable (July 15, 2020)
 - Vail Resorts Executive Staff Presentation (July 29, 2020)
 - Holiday Village Meeting Presentation (September 21, 2020)
 - Historic Park City Presentation (September 30, 2020)
 - Life is Beautiful Staff Presentation (October 5, 2020)
 - Board of Realtors Presentation (October 15, 2020)
 - Latinx Community Presentation vis Park City Municipal (October 21, 2020)
 - Claim Jumper HOA Presentation (October 22, 2020)
 - Park City Arts & Culture Roundtable (October 26, 2020)

- Park City Area Restaurant Association Presentation(November 5, 2020)
- Latinos in Action Public Engagement Youth/Latinx Meeting & Presentation (November 12, 2020)
- Park City Chamber Staff Presentation (November 12, 2020)
- University of Utah School of Architecture Partnership Meeting (November 19, 2020)
- Park City School District Presentation (December 1, 2020)
- 2021 Meetings & Presentations (3)
 - Compark Property Owners Association (January 5, 2021)
 - Lodging Association (January 6, 2021)
 - Art Leadership Roundtable (February 2, 2021)
 - Park City Film Series Board of Directors (February 17, 2021)

2020 Stakeholder Emails

- September Project Update (51 Recipients) – 33 opens, 13 clicks
- October Project Update (79 Recipients) – 55 opens, 12 clicks
- December Project Update (86 Recipients) – 49 opens, 3 clicks

Online Surveys

- Winter 2017 Engage Park City Survey
 - Total Visitors – 89
 - Visitors Provided Feedback - 34
- Fall 2020 Survey (results report attached)
 - English Survey – 121 responses
 - Spanish Survey – 1 response
- Winter 2020 Survey – (active survey on imaginepcarts.org)
 - English Survey – 9
 - Spanish Survey – 0

Social Media

Facebook Analytics

- Page Likes: 138
- Page Followers: 148

Instagram Analytics

- Followers: 185

Website

Lifetime Analytics (Beginning June 1, 2020)

- Unique Users: 860
- Sessions: 1,262
- Pageviews: 2,032
- User Acquisition:
 - Direct: 558
 - Organic Search: 167
 - Social Media: 44
 - Referral: 113

Media Coverage Summary

Full List of Coverage Attached

- 2017 News Stories: 21
- 2018 News Stories: 17
- 2019 News Stories: 2
- 2020 News Stories: 37
- 2021 News Stories: 4
- **Total News Stories: 76**

Exhibit F

Summary of Approved and Anticipated Contracts for the Park City Arts and Culture District - June 2021

Total Approved Contracts/Land Purchase	\$22,933,892
Total Estimated Future Contracts	\$67,206,115
Total Estimate Cost of Project	\$90,140,007
Percent Design Complete	~60%
Percent Construction Complete	3%

Expense	Contractor	Contract	Amount Authorized	CC Authorized Date	Estimated Future Amount	Estimated Future Contract Approval Date	Notes
Bonanza Park East land purchase	n/a	Purchase Agreement	\$19,500,000	7/20/17			
Feasibility Study	Webb Management Services	Original Agreement	\$93,112	2017			
Governance/Operations study	Robb Woulfe	Employment agreement	\$75,000	7/10/2019?			
Architecture and Engineering Design Services	Lake Flato Architects	Original Agreement	\$907,000	1/15/18			
	Lake Flato Architects	Addendum #1	\$338,000	1/30/20			
	Lake Flato Architects	Addendum #2	\$633,000	8/4/20			
	MHTN + Lake Flato Architects	Architect Agreement			\$4,000,000	7/1/21	
Total Expected Expense for Architecture and Engineering Design Services:					\$5,878,000		
Owner's Representative Services	GTS Development LLC	Startup Agreement	\$24,500	Administratively approved 1/31/2020			Due to staff transition
	GTS Development LLC	Original Agreement	\$249,000	Administratively approved 4/28/2020			COVID purchasing exception
	GTS Development LLC	Addendum #1	\$820,385	7/9/20			
	GTS Development LLC	Addendum #2			\$1,710,980	6/17/21	
	GTS Development LLC	Addendum #3			\$2,495,135	6/1/22	
Total Expected Expense for Owner's Representative Services:					\$5,300,000		
Environmental assessment of current structures	Wasatch Environmental	Original Agreement	\$11,500	Administratively approved 5/1/2020			
Geotechnical services	Terracon	Original Agreement	\$63,795	7/16/20			
Demolition Services	MKP Enterprises	Original Agreement	\$218,600	3/11/21			
Construction services	TBD	CMAR			\$59,000,000	9/1/21	Guesstimate
Totals:			\$22,933,892		\$67,206,115		

Master Total (actuals + anticipated)	\$90,140,007
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Council Agenda Item Report

Meeting Date: June 17, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the Mayor to Execute a Lease for Annex at the No Name for the 2021 Main Street Dining Deck Program, in a Form Approved by the City Attorney
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Dining Deck Lease Approval Staff Report](#)

[Exhibit A: Street Dining Deck 2021 Operational Restrictions](#)

[Exhibit B: Dining Deck 2021 Lease Draft](#)

City Council Staff Report



Subject: Main Street Dining Deck Lease Approval
Author: Jenny Diersen, Economic Development
Date: June 17, 2021
Type of Item: Administrative- Lease Approvals

Recommendation

Hold a public hearing and approve a lease for Annex at the No Name for the Main Street Dining Deck Program in 2021, and authorize the Mayor to sign updated leases of City Property / Right-of-Way in a form approved by the City Attorney including:

- Cost per parking space per business is \$2,160;
- Reinstating the requirement that program participants activate the dining decks for at least two meal services per day (Exhibit A); and
- Term – June 18 to October 30, 2021.

Executive Summary

The Main Street Dining Deck Program (Program) was implemented in 2010 when three restaurants on Main Street participated. It was determined that up to 12 restaurants could participate in the Program, creating the right balance between private activation of public property and other competing needs.

The Program, in its eleventh year, is viewed as an overwhelming success. While decks necessitate a substantial investment to meet design standards and construct/remove, they provide a desirable atmosphere. Reinstating the requirement to use decks seven days a week for at least two meal services is essential to Main Street's vibrancy (as opposed to empty tables and chairs). Decks may be operational through October 30, 2021.

Staff recommends executing one new lease with the Annex at the No Name (Exhibit B). One restaurant has decided not to participate this year (Pink Elephant), bringing the total Program participation for 2021 to ten, including:

- Nine restaurants located on Main Street; and
- One additional outdoor dining area is located at Bear Bench walkway.

317 Main	Eating Establishment
412 Main	Crystal Park Cantina
438 Main	Flanagan's
442 Main	Shabu
449 Main	Annex at the No Name
501 Main	501 on Main
508 Main	The Brick (Old Tupelo/Silver)

509 Main	Pink Elephant
530 Main	Main Street Pizza Noodle
605 Main	Bangkok Thai
562 Main	Fletchers

Background

In 2010, the Planning Department issued Administrative Conditional Use Permits (ACUP) for dining deck participants. Because Annex at the No Name is a new participant, they are required to obtain an ACUP.

The Council approves annual leases for public property use for the Program. A term of the lease notes that *"City Council will conduct an annual review, with staff input will be conducted each year. City Council may terminate or change the terms of this lease at that time."*

Rental fees have varied based on market conditions and parking fee rates (table below). The cost is based on the number of parking spaces for a deck (linear feet of deck/20') and the foregone parking revenue/space. Eight restaurants participated in 2020; participation has fluctuated annually.

Year	Number of Participants:	Fee per Parking Space	Note
2010	3	\$0	Free
2011	9	\$300	Approx. 10% of estimated lost revenue.
2012 - 2014	9	\$550	Approx. 20% of estimated lost revenue.
2015	7	\$915	60% of \$1,525 (2014 estimated lost revenue).
2016	8	\$1,067.50	70% of \$1,525 (2014 estimated lost revenue).
2017	7	\$1,220	80% of \$1,525 (2014 estimated lost revenue).
2018	6	\$1,678	90% of \$1,809 (2017 estimated lost revenue).
2019	7	\$2,160	30% of \$7,200 (2018 estimated parking revenue).
2020	8	\$0	Fees waived one year only due to COVID-19
2021	10	\$2,160	30% of \$7,200 parking revenue (2019 Standard Fee)

On [May 2, 2019](#) ([minutes](#), p.10), Council approved charging \$2,160 per parking space to provide a standard cost that is consistent annually. Fees were calculated based on 30% of the maximum lost revenue per parking space ([Parking Fee Schedule](#)). However, due to the pandemic, on [April 30, 2020](#)/ [minutes](#) p 6-7), the dining deck fees were waived to help promote physical distancing.

On [April 1, 2021](#) (p.327)/ [Minutes](#) (p.12), City Council approved ten leases for the 2021 Program.

Analysis

Lease Terms

HPCA and PCMC had discussions at the Program's inception to find the balance between private activation of public space that benefits individual business with broader benefits to the downtown. Participating merchants were initially concerned about high start-up costs and a lack of financial return. In return, PCMC kept fees low initially and has increased them as the strength of the financial return of the program was demonstrated.

As the economy begins to recover, Staff recommends staying consistent with the 2019 fees to keep costs predictable for merchants and the parking department.

Lease Fee

The fees shown below assume decks are operational from May 3 – October 30, 2021.

2021 Restaurant / (20') Parking Space	Recommendation \$2,160/space 30% of maximum revenue
Eating Establishment / 1.09 spaces	\$2,354.40
Crystal Park Cantina / 1.0 space	\$2,160
Flanagan's on Main / 1.13 spaces	\$2,440.80
Shabu / 1.15 spaces	\$2,484
Annex at the No Name / 1.25 spaces	\$2,700
501 on Main / 1.0 spaces	\$2,160
The Brick / 1.0 spaces	\$2,160
Pink Elephant / 1.0 spaces	\$2,160
Main St. Pizza & Noodle / 1.56 spaces	\$3,369.60
Bangkok Thai 1.90 spaces	\$4,104
Fletchers / 0 spaces	\$2,160
Totals: 11.08 spaces	\$25,932.80

Department Review & Outreach

Planning, Parking Services, Economic Development, Special Events, Legal, Building, Engineering, and Executive Departments have reviewed this staff report.

The City holds a contract with the Kimball Art Center (KAC), which is aware of the proposed dining decks. The business owner will remove the Annex deck during the Arts Festival.

Exhibits

- Exhibit A: Street Dining 2021 Operational Restrictions
- Exhibit B: Updated 2021 Draft Lease Agreement

Exhibit A – Street Dining Operational Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted beginning in May and shall terminate on October 30th of each year. A total of twelve (12) street dining decks may be accommodated on Main Street based on the layout of the proposed decks. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).
- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"), unless approved by City Council. With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is being constructed. Each outdoor dining deck shall not exceed forty (40') feet in length.
2. Location/Proximity/Spacing. The City reserves the right to reject an application for an outdoor dining deck:
 - If the proposed deck is too close to a previously existing deck and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
 - If the proposed deck is for a restaurant that does not have direct access at street level.
 - If the proposed deck is for a business with existing outdoor dining space and the expansion of such is deemed excessive.

- If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
 - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.
3. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.
 4. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.
 5. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
 6. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.
 7. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
 8. Lighting. No additional electric lighting is permitted, including exterior building lighting.
 9. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
 10. Use. The use of the Premises shall not conflict with any previously existing Master Festival License ("MFL") recipients on Main Street, specifically the Arts Fest ("Kimball Art Center"). The Kimball Art Center has been leased exclusive use of Main Street from August 6 to August 8, 2021. The Premises must be vacated (i.e., removal of decks) no later than 10:00 a.m. MT on Thursday, August 5, 2021 for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost. The dates of the 2021 Kimball Arts Festival are subject to change, and as such the vacating of the Premises shall occur at 10:00 a.m. the Thursday prior to the Arts Festival.

11. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.
12. Duration. Street dining is permitted beginning in May and shall terminate on October 30th, each year.
13. Health & Safety. The Use shall not violate the Summit County Health Code, Summit County Health Orders, State of Utah Health Orders, the Fire Code, or International Building Code.
14. Music. The use of outdoor speakers and music is prohibited.
15. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
16. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
17. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
18. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.
19. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.
20. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least \$2 million per combined single limit per occurrence and \$3 million per aggregate for personal injury, bodily injury and property damage.

Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.

21. Main Street Improvements. Due to the possible conflicts with scheduled Main Street improvements the City may postpone approving leases until the construction schedule is finalized to be able to determine appropriate dates.

If at any time the street dining deck needs to be removed the City will give each affected street dining business owner a minimum of seventy two (72) hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.

22. Aesthetics. Due to the Park City environment and storage of the decks over the years, the decks shall be maintained in a safe and high quality manner. Prior to final installation and occupancy of each deck, the applicant shall make sure that the structural members can adequately meet their original design and each deck shall look aesthetically pleasing.

23. Violations. The decks shall be in compliance with all County and State Health Orders in addition to Municipal Code § 11-19-3(H) regarding Prohibition Against Issuance of Municipal Permits. From the time that any Notice of Violation is given, the City may withhold permits for any alteration, repair or construction, which pertains to any existing or new structures or signs on the property or any permits pertaining to the use and development of the real property or the structure where a violation is located. The City may withhold permits until a Notice of Compliance has been issued by the enforcement official. The City may not withhold permits that are necessary to obtain a Notice of Compliance or that are necessary to correct serious health and safety violations.

STREET DINING ON MAIN OUTDOOR DINING LEASE 2021

This Street Dining on Main Outdoor Dining Lease 2021 (the "Lease" or "Agreement") is made and executed this ____ day of _____, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the "City", "Park City", or "Landlord") and _____, a Utah corporation, (the "Tenant") located at _____, Park City, Utah.

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District.

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this Lease is generally described as the street area and sidewalk directly fronting Tenant's building located at _____, which has a length of _____, and more specifically described in site plan **Exhibit A**, attached hereto and incorporated

herein by this reference, (the “Premises”). The length of the outdoor dining deck per restaurant may not exceed forty feet (40’).

2. RENT. Annual rent is for the use of the street for the deck is Two Thousand One Hundred and Sixty Dollars (\$1,260.00) per parking space of a linear length of 20 feet. This rent is for 2021 only in consideration of unknown operational dates, restrictions, and reduction/no loss in parking revenue as a result of Summit County and Utah health orders. Tenant shall be solely responsible for payment of any and all costs associated with Tenant’s performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. Unless otherwise delayed, suspended or terminated by Summit County health order(s), the term of this Agreement shall commence on _____, 2021, and shall terminate on October 30, 2021, (“Term”) unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on _____ 2021, and terminating on October 30, 2021, except the Premises may not be used during the 2021 Kimball Arts Festival (August 6, 2021 through August 8, 2021) unless Kimball Art Center consents in writing to allow Tenant to use the Premises. Additional term restrictions are attached hereto and incorporated herein by this reference in **Exhibit B** (Street Dining Operational Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this Agreement or the attached operational restrictions.

The use of the Premises shall not conflict with any previously existing Master Festival License (“MFL”) recipients on Main Street, specifically the Arts Fest (“Kimball Art Center”). The Kimball Art Center has been leased exclusive use of Main Street in August. The Premises must be vacated (i.e., removal of decks) no later than 10:00 a.m. MT on Thursday, August 5, 2021 for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant’s use of the Premises. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant’s cost. **The dates of the 2021 Kimball Arts Festival are subject to change, and as such the vacating of the Premises shall occur at 10:00 a.m. the Thursday prior to the Arts Festival.**

4. MAIN STREET IMPROVEMENTS. If at any time the street dining deck needs to be removed due to construction related to Main Street improvements, the City will give each affected street dining business owner a minimum of seventy two (72) hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.
5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with applicable Summit County health orders, Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms

of this Agreement. Additional operational restrictions which must be complied with as part of the conditions of this Lease are attached hereto and incorporated herein in **Exhibit B**. Park City makes no representations regarding the Premises and Tenant accepts the Premises "AS IS."

6. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.
7. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
8. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be non-contributory. A certificate of insurance naming Park City as an additional insured shall be provided to Park City on or before the Lease commencement. Insurance shall be maintained continuously during the term of the Lease and should any of the above described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to Park City within thirty (30) days of cancellation. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.
9. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, and hold Park City harmless from all claims, loss, damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an

emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Tenant.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

10. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

11. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this Agreement at the highest professional standards, and to the satisfaction of Park City.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

a Utah corporation,
dba

By: _____
Name Printed:

Title: _____

THE CITY REQUIRES THE TENANT TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2021, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of _____, a Utah corporation, **dba** _____, and acknowledged to me that the preceding Agreement was signed on behalf of the company, and he/she acknowledged that the company did execute the same for its stated purpose.

Notary Public

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Andy Beerman, Mayor

Attest:

Approved as to form:

Michelle Kellogg, City Recorder

City Attorney's Office

DRAFT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the ____ day of _____, 2021, at
_____ (insert State and County here).

Printed name _____

Signature: _____

DRAFT