PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 24, 2007

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the approximate times as described below on Thursday, May 24, 2007.

Closed Session – City Council Chambers
1:30 p.m. Property

Work Session – City Council Chambers
3:00 p.m. Council questions/comments
3:15 p.m. Pavement management
3:30 p.m. Backhoe report for the Main Street core
3:45 p.m. Main Street short term parking and deliveries
4:00 p.m. Main Street commercial trash
5:00 p.m. Capital Improvements Budget
5:50 p.m. Break

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 10, 2007

VI CONSENT AGENDA PUBLIC HEARINGS ***(items listed will be open for public hearing prior to consideration for adoption or rejection; hearings may also be continued by vote of the Council)***

1. Consideration of an Ordinance approving the Roundabout Subdivision, 300 Deer Valley Loop, Park City, Utah **(motion to continue to June 14, 2007)**

2. Consideration of an Ordinance amending Title 4 of the Municipal Code of Park City Utah regulating liquor licensed establishments

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

1. Ordinance amending Title 4 of the Municipal Code of Park City Utah regulating liquor licensed establishments

2. Award of a Construction Contract, in a form approved by the City Attorney', to Action Snowplow and Lawn Care Inc., in the amount of $45,876 for the Quinns Junction Recreation Sports Complex

3. Resolution adopting green high performance building requirements for all new or renovated public buildings, owned and controlled by Park City, Utah and allocation of 4% maximum additional budget to achieve higher levels of certification and promote energy efficiency and sustainable design

VII NEW BUSINESS

Consideration of acceptance of the 2007 Pavement Management Plan, authorizing the City Manager to enter into an agreement, in a form approved by the City Attorney, with

- Kilgore Paving for pavement overlays in the amount of $ 289,203
- Intermountain Slurry Seal for slurry seals in the amount of $111,005
- Kilgore Paving for crack seal in the amount of $71,760, and
- CTS Utilities for utility adjustments in the amount of $34,800

VIII OLD BUSINESS *(pending items that have been continued from a previous meeting)*

Consideration of a Resolution adopting a Joint Use of Facilities for Recreation Inter-local Agreement between Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

X PUBLIC HEARING ON BUDGET

Revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies

XI 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.
Posted: 05/21/07
See: www.parkcity.org

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

May 2007

17 **Roger gone**
24 **Roger gone**
31 Closed session
Recreation Building dedication
Joint Planning Commission work session – vertical zoning
Ordinance - Municipal Code Title 3, Chapter 3, Campaign Disclosure Amendment - CL
Election services agreement with Summit County (work/consent) - CL
Ordinance – 2036 Prospector Ave condo conversion – KC
Ordinance – 260 Main Street plat amendment – KC
Ordinance approving the 621 Woodside Avenue plat amendment – KW
Liquor license amendments

June 2007

6-9 Sonora Institute Conference (Dana and Marianne)
7 Closed
Budget - work
Transportation Strategic Plan Annual Report – work – KC
Quinns concession
Ordinance – council compensation – hearing/action
Resolution – adopting P&P
Resolution – fees – public heaing/action
14 Budget – work
Ordinance – resort and transit taxes
Ordinance approving the Roundabout Subdivision, 300 Deer Valley Loop, Park City, Utah
21
28 Closed session
Housing Authority – St. Regis affordable housing plan – work – 30 min
Resolution – affordable housing fees – work/action (30 min)

July 2007 – *Candidate filing window July 1 - 15*

5
12
19 Closed session
26 **No meeting**

August 2007

2
9
16
23 **No meeting**

30 Closed session

September 2007

6
11 Primary election
13
20
27 Closed session

Pending Items:

MOU between Park City and Summit County for Animal Control Services
Emergency preparedness – work
Solid waste strategic plan
Market analysis – Phases 1 and 2
Trails master plan – work
Naming rights contract
General Plan - Park/Bonanza
Electronic voting
Noise/outdoor decks
Air quality discussion
Resort cities/transit tax – 01/08

Tentative "no meeting" dates:

October 18
November
December 27

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 10, 2007

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

Craig Sanchez, Acting City Manager; Tom Daley, Deputy City Attorney; Phyllis Robinson, Project Manager; Seth Atkinson, Budget Analyst; and Patrick Putt, Planning Director

Bob Kollar, Joint Venture Program

1. Council questions/comments. Marianne Cone commented on the progress of the construction of the police station and the Friends of the Library annual luncheon. Roger Harlan commended the landscaping project at the skate park and felt the joint work session with the Planning Commission last night on the Historic District was very helpful. Council member Joe Kernan acknowledged the recession plan outlined in the budget and asked if there is support to generate a surplus policy, contemplating tax reductions. Jim Hier suggested that this be discussed under *Additional Discussion* during the regular meeting; members agreed. He reported on the joint meeting with the Planning Commission and the COSAC meeting. Candace Erickson appreciated the presentation on the Historic District last night and felt the session was productive. Marianne Cone pointed out several maintenance issues at the Farm tunnel.

Dana Williams commended the Police Department for its presence at the Witt funerals today which made him proud. He referred to a magazine article on sustainability in Utah and noted that the section on Park City is phenomenal. Since the grant from Rocky Mountain Power is intended for the green design of buildings, he suggested using it specifically for a solar power roof program. He spoke about the success of the $500 incentive program prompting property owners to comply with the Soils Ordinance. Jim Hier pointed out that some home owner associations prohibit solar roofs and this would need to be addressed. Tom Daley believed that eliminating the prohibition in CC&Rs would probably have to be voluntary. Marianne Cone discussed logistical problems with solar power systems caused by snow loads, which should be researched, and Mayor Williams noted improvements in technology over the years. He spoke about his frustration serving on the Governor's Panel on climate change, where the topic is debated and not addressed. The Mayor relayed that green building standards can be enforced and Ron Ivie has come up with some great ideas to bring back to the committee.

2. Joint venture program update. Bob Kollar reviewed the goals of the program, as stated in the Memorandum of Understanding between the City and the Chamber, (1) attract new revenue producing events; (2) program and develop events for in town; (3) market events; and (4) consolidate efforts toward sports/recreation, tourism, and cultural tourism. There's a stipulation of spending 2/3rds of his time on destination tourism and the balance on community events. Projects include the New York City Cultural Media Event, promoting cultural events in Park City. Bob Kollar spoke about fostering a cooperative marketing relationship between local cultural organizations, which were well represented at Carnegie Hall. As a result of the event, articles were written about summer events in town which has a tremendous value and the cooperation between various groups was a great first step.

Mr. Kollar announced a new event, the Park City Mountain Film Festival, planned for October, and others include the U S Fencing Association Championships recently held on the new flooring in the ice arena. It is anticipated that more events will be held in the arena and also on the fields. Lacrosse is a growing sport and he is working with the US Rugby Association, who is excited about holding competitions in Utah. Mr. Kollar stated that he is also working with the Utah Lacrosse Association on the Ski Town Shootout and the Rocky Mountain Lacrosse Showcase which will be held at Quinns Junction in June. In response to a question from Marianne Cone about the fencing competition, he explained that the group headquartered at the Marriott Hotel and received a lodging package. Council members commented on the quality of the presentation.

3. Affordable housing RFP. Ms. Robinson explained that earlier in the year, Council directed staff to move ahead with an RFP for affordable housing on the Snowcreek and Fire Station Parcels. She stated that nothing in the staff report or Council's action presupposes any approvals and the applications for development will be evaluated by the planning staff and Planning Commission according to the LMC. In providing direction to staff today, Council is acting solely in its capacity as the property owner. She referred to letters included in the meeting packet from residents and property owners at Windrift and Saddleview Condominiums and public input is scheduled this afternoon.

Based on feedback from Council last week on the Sustainability Team's work plan, she asked for direction on RFP issues relating to the preferred development approach, issuance, green building criteria, affordable housing obligations, and the time frame. Ms. Robinson stated that staff conducted an evaluation of the pros and cons of a design-build approach where the City remains the owner of the property and acts as the developer. An alternative is the City donating land to a private developer and again, each option has its pros and cons. The City retains the highest level of control with a design-build approach but it would result in a more staff intensive project. There may be a longer time frame assigned to the construction project in consideration of the number of other capital projects underway and pending Sustainability Team assignments. However, Ms. Robinson felt that increased public accountability realized through building affordable housing would outweigh the extension of a construction date. The land donation approach would make the land available through an RFP process and the developer would be responsible for constructing and selling the units, removing the City from the real estate business.

Jim Hier pointed out the success of the recreation complex's design-bid-build approach. He favored the City retaining ownership of the land until the project is completed. All members agreed. There was discussion about the demands on staff time and the difficulty of arriving at estimates when the scope of the project has not been determined.

Mayor Williams clarified that a permit from the Army Corps of Engineers is required for crossing wetlands, and this approval doesn't relate to wetland boundaries. Phyllis Robinson noted that the City has hired a contractor to proceed with a wetlands survey but based on the earlier delineation, the buildable area is 1.85 acres. She asked if there is interest in holding a pre-MPD hearing before the Planning Commission so compliance with the General Plan is determined before an application is submitted. In addition, a density determination for the site might be helpful in better structuring an RFP. Jim Hier explained that typically, pre-MPD hearings are initiated by a developer and relate to a density request. It seems inappropriate to ask the Planning Commission to arrive at a density determination; the Council should determine a number to be reviewed by the Planning Commission. Ms. Robinson responded that when the conceptual plans were discussed in February, the direction was to build 12 to 24 at-grade for-sale units which is below the density allowed on the site. Jim Hier reiterated that the City Council, as the land owner, should determine the general density and provide a conceptual sketch plan prior to Planning Commission's review. Ms. Robinson stated that she has renderings available which can again be shared with Council and used as part of the RFP process and Jim Hier suggested conducting the pre-MPD hearing before issuing the RFP. Patrick Putt expressed that after the February work session, staff felt confident it understood the range of the project and a pre-application meeting would focus on compliance with the General Plan with regard to land use, wetlands setbacks, access, etc. and initial feedback from the Commission is valuable for public information. Mr. Hier expressed that the RFP and pre-application processes could be conducted concurrently. Mr. Putt explained that the pre-application meeting is intended to provide information and an opportunity for the community and affected neighborhoods to comment before there is an actual application. With regard to the time frame, Council members supported proceeding with a pre-application hearing.

Ms. Robinson reported that Alison Butz will be presenting Council with green building criteria on City-owned properties, which when adopted, will be applied to affordable housing projects. She referred to the Enterprise Foundation Executive Summary, including 48 pages of check-list items for green communities, which mirrors the City's definition of sustainability. The City intends to apply for grant funding from the Foundation. Marianne Cone felt that the south-facing Snowcreek site would be ideal for passive solar and discussed a solar village in Longmont, Colorado where there is a common heating/cooling system which is metered to individual units. Mayor Williams stated that it is not the intention of this group to maximum density or take advantage of potential density bonuses relating to affordable housing. There is an opportunity to create a project that is aesthetically pleasing and showcases green building practices. Marianne Cone suggested selecting a design firm familiar with green building and include this qualification in the RFP and Phyllis Robinson confirmed that the Enterprise Foundation check-list would be applied.

She explained that DDRM has requested to bid on the project to fulfill St. Regis' affordable housing obligation. Its development agreement requires 12 units of affordable housing, eight of which may be satisfied with a fee in-lieu. In consideration of payment being the least preferred approach by Council, this may be an opportunity to gain units, instead of only cash toward the same units. Since the City is donating the land, an equitable unit equivalent ratio would need to be determined; one unit equivalent represents 800 square feet, and perhaps the size of units could be increased. There was discussion about St. Regis' obligation to provide on-site housing. Council member Hier expressed concerns about DDRM's' ability to efficiently manage a project. Ms. Robinson noted that other developers may be interested in this project and Mr. Hier pointed out that this approach may diminish the City's control. However, if St. Regis is willing to pay the City twice the fee amount, he may consider it but would prefer that the developer build affordable housing units. Marianne Cone agreed. Candace Erickson emphasized that if the development community were aware of this project, there would be many more requests. She supported the City creating its own affordable housing. The whole concept of the affordable housing obligation is to house employees generated by a development. The Mayor understood that the fee-in lieu is not adequate to build housing and concurred with Mr. Hier's comments about increasing the fee payment.

In response to a question from Marianne Cone, Phyllis Robinson estimated that a design-build project may take up to 70% of her time. Dave Gustafson and Matt Twombly are already committed to other projects and an alternative may be to contract for construction management services. There was discussion about issuing an RFP for both projects or advertising them separately. Mr. Hier suggested that staff obtain some outside advice on RFPs. Ms. Robinson reported that the Park Avenue Fire Station land transfer will occur on June 1. The Mayor invited the audience to comment.

Sheila Haloff-Berry, Windrift Condominiums resident, asked how the City can build on wetlands. Mayor Williams stated that 1.85 acres of the Snowcreek property is not wetlands, and before the City proceeds, it will be re-evaluated by the Army Corps of Engineers. She insisted that construction will further affect the Windrift Condominiums residents who are currently impacted by flooding. The Mayor pointed out that diverting water into the ponds in the area is illegal and is causing the flooding. The only reason the Council is considering this site is because the 1.85 acres are defined as uplands and not wetlands. Ms. Haloff-Berry felt the property should be designated as open space not affordable housing. Candace Erickson explained that the City has established a goal of building affordable housing in more than one location. There are few options and Snowcreek appears to be an appropriate location for tasteful for-sale units to accommodate people working in this town. Sheila Haloff-Berry argued that there should have been better planning over the years and reiterated her interest in designating the parcel as open space.

Howard Anderson, President of Saddleview Condominiums HOA, agreed that it is an excellent idea to provide some affordable housing for policemen, firemen, and teachers and maybe some full-time employees on Main Street. It is a poor idea, however, to provide affordable housing to someone who works in Salt Lake and would like to live in the mountains. Will Park City have control over who will buy the units? Does Park City have any buyer control over previous affordable housing projects and how well has it worked? He criticized the problems associated with the The Line Condominiums on Deer Valley Drive and wondered why the City would want to build another project. The Snowcreek area is designated as a flood plain and buyers will be required to purchase federal flood insurance which is very expensive at $2,000 to $3,000 annually. This will be an added cost and there may be a better location for an affordable housing project.

Jim Kennicott, Windrift Condo home owner, explained his experience as an attorney working regionally in the ski industsry. The problem of housing employees is a major issue for employers as well as retaining key employees and tying them to the community. Some key personnel need to be close and available on short notice and a three-pronged approach to housing is typical. When existing housing stock becomes available, his clients have made an effort to acquire it for rentals for employees. The employer can also provide employees with financial help in acquiring their own properties, either through mortgage assistance or a housing allowance. If taxpayers want police officers, firemen, EMTs and teachers within the City, people need to be prepared to pay for it, including employers paying inflated salaries. Mr. Kennicott stated that the City should control the mix of tenants, acknowledging that some discrimination will occur since not everyone can be selected.

Dana Williams emphasized that although he appreciated his comments, the City has already put several of his suggestions into practice. He assured Mr. Kennicott that many firemen, police, etc. are living in affordable housing projects and could provide him the numbers. Joe Kernan stated that he is living in the Silver Meadows Estates affordable housing project where there are about 15 to 19 owner-occupied townhouses; owners include business managers, three to five police officers and other City employees. Mayor Williams expressed that if other large employers had done the same over time, we wouldn't be having this discussion. He explained that the term *essential employees* was eliminated from City discussions because it generally included police, teachers, etc., but excluded a portion of the community who performs essential services in a resort town. Jim Kennicott felt that emergency and public safety services are more critical. With regard to Mr. Kennicott's comment about paying employees more so they are able to afford to purchase a house, Jim Hier explained that the City provides a housing allowance for employees living within the School District boundaries, which is broader than the City limits. If the City were to compensate a $40,000 a year job at $80,000 for instance, and assuming the 1:3 ratio for a mortgage payment based on salary, that person could probably afford roughly a $475,000 to $500,000 house, with a 20% down payment. There is no $500,000 house available in town. Mr. Hier emphasized that the cost of land drives housing prices and the City has an opportunity to build and provide housing on its property, without having to consider doubling or tripling salaries, which is not practical.

Nancy Salomon, Saddle Condominium resident, stated that she feels disadvantaged because staff and Council have deliberated on this project but the public has little information on the nature of the project. Jim Hier explained that the purpose of the pre-hearing on an MPD is for the landowner to provide information to the public who can render comments prior to any further review. Documents will be made available to the public. Candace Erickson stated that this is being discussed today in work session, where it is not typical to invite public input, especially in the early stages of formulating general parameters. Ms. Salomon agreed with Sheila Haloff-Berry's suggestion to see it remain open space and asked what happened to the Old Sewer site location. The Mayor advised that a fire station is planned there and the building pad behind it was too constrained by adjacent wetlands to develop housing. She stated that the City is spending money on purchasing open space, and here's a beautiful piece already owned by the City. There ought to be a better location for affordable housing. The Mayor believed that the neighborhood has convinced itself that this whole parcel is wetlands while the Corps' analysis reveals close to two acres not in the wetlands. Ms. Salomon argued that there are two streams there and it all looks like wetlands from a visual perspective. If the City builds affordable housing there, she asked that the City maintain tight controls on it and adhere as rigidly as possible to Park City design guidelines and density requirements, without any bonuses for affordable housing, i.e., The Line Condominiums is an eyesore.

Craig Elliott, architect, commented on the question of advertising two projects in one RFP. He didn't feel there will be a difference in response either way, but all projects seem to cost more than expected and it may be a good idea to begin the process earlier rather than later.

Laurie Clark, President of Windrift Condominiums HOA, asked that the City share its wetland boundary survey with them as they are intending to hire an attorney and environmental engineer to review the City's plans due to the flooding experienced in the area currently. The HOA wants to make sure it is legally protected in the event they are negatively impacted by construction. She feels that the area is better suited as open space than affordable housing because of the wildlife. The land has been well utilized by the City with a post office and a new police station located there. She views the City acting as the developer as a conflict of interest because of the lack of checks and balances. Ms. Clark referred to the St. Regis letter. If the City made developers stick to their original agreements, it wouldn't have to build affordable housing and with all of the growth, there should be plenty of affordable housing. Why is this happening? Mayor Williams explained that affordable housing requirements have only been enacted for a decade.

He stated that he appreciated the attitude of her letters, but does not feel the same about her Dad's correspondence. When he receives a letter stating, *don't reinvent us as a middle class community*, he knows it is from someone who doesn't know Park City's history, demographics, culture, and/or community spirit. The Mayor commented that it is not his only job to protect Mr. Clark's property investment but to maintain the diversity of the community. Based on Mr. Clark's letter, no one on the Council would qualify to live here and he was very offended by the letter. Mr. Williams acknowledged that this is a tough decision and will explore things like the cost of flood insurance, but as elected officials it is important to pursue affordable housing. An attitude that the working middle class should live in Heber and not in the community is an affront to him.

Scott Loomis, Mountainlands Community Housing Trust, felt that Council is on the right track in recognizing the scarcity of land. He advised that the City retain control of the land which is essential to the future and he encouraged considering land leases as opposed to deed restrictions. If deed restrictions are still used, he recommended including an assignable right of first refusal to the City which effectively controls sales prices.

With no further input, the public input session was closed.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 10, 2007

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:30 p.m. at the Marsac Municipal Building on Thursday, May 10, 2007. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Craig Sanchez, Acting City Manager; Tom Daley, Deputy City Attorney; and Seth Atkinson, Budget Analyst.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Request to proceed with Museum expansion project review - Candace Erickson referred to last week's manager's report about directing the Historic Preservation Board to review the Museum expansion project. The Historical Society Board of Trustees discussed this and welcome the oversight. She asked that the project be scheduled as soon as possible, hopefully on the May 21 HPB agenda so it could be reviewed by the Planning Commission on May 23.

2. Bike to Work Week – Dave Pitkin, Mountain Trails Foundation – Dave Pitkin thanked the Mayor and City Council for proclaiming Bike to Work Week and invited members to a free breakfast from 7 a.m. to 9 a.m. at both The Yarrow Hotel and Snyderville Basin Recreation Center. A community ride is planned on Friday, May 18 at 5:30 p.m. from Cole Sports, which will be police escorted, and culminating at Squatters for a celebration. He thanked Council for making Park City such a great place to live and to bike. The Mayor read the resolution into the record which was presented to Mr. Pitkin.

3. Peace Officers' Memorial Day – Sergeant Bob Lucking, President of the Local Lodge of the Fraternal Order of the Police, thanked Council for recognizing once again our fallen officers. The local lodge was formed in 1984 after Officer Scheurs lost his life in the line of duty. The Mayor read the Resolution into the record and presented it to Sergeant Lucking. Council members expressed their appreciation of the service of the professionals of the Park City Police Department.

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

1. Museum expansion project - Sandra Morrison thanked the City Council, Kirsten Whetstone, and Jonathan Weidenhamer for their support of the museum expansion project.

2. Sustainability presentation – Alexander Loft, founder of lesscoal.com, explained that the focus of the group is to address stationary power plant emissions and air quality and their impact on our region's economic competitiveness. He requested that he have

an opportunity to make a formal presentation to Council on these issues and to seek the City's support. He has teamed with other commercial real estate professionals in Salt Lake and has collected 1,400 signatures and corporate endorsements on a petition to change our power plant future.

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

Marianne Cone, "I move that we passed Resolutions Nos. 1 through 4". Joe Kernan seconded. Motion unanimously carried.

1. Resolution proclaiming the week of May 13 – May 19, 2007 as Bike to Work Week in Park City, Utah – See attached resolution and comments above.

2. Resolution proclaiming May 19, 2007 as Arbor Day in Park City, Utah – See attached resolution.

3. Resolution proclaiming May 15, 2007 as Peace Officers' Memorial Day in Park City, Utah - See attached resolution and comments above.

4. Resolution proclaiming May 12 – May 20, 2007 as National Tourism Week in Park City, Utah – See attached resolution supported by the Chamber Bureau.

V ADDITIONAL DISCUSSION – AGENDA ITEMS

Budget surplus policy – Joe Kernan requested discussion during work session which was moved to the regular meeting. He referred to the existing recession policy and asked if it is appropriate to formulate a surplus policy. Jim Hier believed that a recession prompts an action like an adjustment; the same urgency would not occur in a surplus scenario. A policy would be a challenge to craft and it may be unwise to commit surplus funds to unknown needs in the future. Mr. Kernan explained that the overall goal is to control taxes and incorporate this effort in a policy statement. He pointed out the 20% of those surveyed for the recreation needs assessment weren't interested in paying more for services and maybe there is a way to serve that 20%. If a goal is set and the surplus hits a certain trigger, a portion of the allocation could be used to keep taxes down. The Mayor emphasized the loss of income over the past several years due to state legislation and the trend is not to gain more dollars. There are a variety of capital projects, including OTIS, the walk-ability project, and long term water projects many of which aren't fully funded. Candace Erickson felt the concept is good, but to cut taxes doesn't make sense when considering the scope of the OTIS Program and when Old Town is improved, the Prospector area will be ready for a similar overhaul. Between 20% to 24% of revenues are generated by sales tax and a bad snow year can significantly impact this source; it is important to have funding for a recession plan. Marianne Cone expressed the importance of not being in a deficit situation and was unsure if the 20% of the tax base will ever be engaged. She would hate to begin a program that didn't last; consistency is critical as well.

Seth Atkinson distributed copies of the reserve policy included in the budget document. According to the current policy, surpluses are allocated to fund existing capital project needs and controls debt in the future, which affects the property tax rate. Roger Harlan stated that he is having a difficult time envisioning a surplus, without having the benefit of a number. Jim Hier expressed that it makes more sense to focus on the 80% of the citizenry. Candace Erickson pointed out that buying down bonds translates into decreased taxes which would benefit everyone. Mayor Williams agreed and felt it wise to pay down the City's debt whenever possible. Joe Kernan expressed his appreciation of members discussing this and felt that reducing debt service is a valid point. Council members thanked him for sharing his idea.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

City Council
Staff Report

Author: Eric DeHaan, P.E.
Department: Executive

Subject: Backhoe Report for the Main Street area
Date: May 24, 2007
Type of Item: Work Session

CITY ENGINEER

Summary Recommendations:
The City Council should be aware of construction projects which are likely in 2007 in the Main Street area and discuss any aspects of this activity which are of interest or concern.

Description:

Topic:
In an ongoing effort to meet the Council's goal of Preservation of Park City Character, the Staff keeps a running list of potential disruptive construction in Old Town. When the potential activity appears to reach the level that it could be disruptive to our residents and visitors, the Staff alerts the City Council. The summer of 2007 will see a high level of construction activity.

Background:
There are several private-sector projects proposed in the Main Street vicinity for 2007, and there are also a few public-sector projects. Taken together, the potential construction impacts might be regarded as somewhat inconvenient despite the Staff's best efforts at enforcing a Construction Mitigation Plan for each project that has a building permit. Please note that these impacts will be temporary, and do not require any permanent changes to parking spaces or regulations. Those changes would be handled in a separate action, such as the short-term and delivery parking issues in Brian Anderson's staff report.

Analysis:
The two primary impacts that will be noticed by the public will be construction staging and temporary parking rearrangements. Following is a list of anticipated 2007 projects:

Main Street (vicinity) projects in 2007

1. UDOT is rotomilling and repaving the Belt Route;
2. Montage truck haul will use Marsac Avenue and the Belt Route;
3. Preliminary Museum work, including possible realignment of Swede Alley parking spaces;
4. Sky Lodge completion and its related utilities, including Qwest installing cable under the Poison Creek Trail;
5. Claimjumper remodel, including possible construction staging on upper Park Avenue;

6. Possible autumn remodel of the Main Street Mall, including construction staging on upper Park Avenue;
7. Completion of new homes near the corner of Heber and Park Avenue, including paving of Crescent Tram Walkway;
8. Completion of new homes at 230 and 240 Swede Alley, including utility cuts in Swede Alley;
9. Large mixed-use building at 260 Main;
10. Large mixed-use building at 205 Main (205 and 260 will want to the use a portion of the Brew Pub Parking Lot for staging);
11. Major remodel to 436 Main;
12. City Shell Space at 460 Swede, directly opposite the back of 436 Main. These projects will use the surface Swede Alley parking spaces for staging;
13. Minor remodel of Imperial Hotel and its little blue house on Swede Alley.

The various projects listed above will guarantee a heavy traffic load on S.R. 224 all summer long. Swede Alley will also have heavy traffic, complicated to some degree by utility work for several of the listed projects. Surface parking in Swede Alley will be somewhat disrupted for construction staging, assuming each contractor can reach an agreement with the City's parking office for surface parking space rental. Fortunately the 631 parking spaces in China Bridge will be available throughout the summer except for relatively minor interruptions for maintenance work. The northernmost driveway into China Bridge from Swede Alley will be temporarily affected by the utility work for the City's Shell Space construction.

Department Review:

This report has been reviewed by Public Works, Parking, Sustainability, and Executive. All concerns have been incorporated.

Alternatives:

The Council should discuss the anticipated level of backhoe activity in the Main Street vicinity in 2007. If the Council has any concerns or questions, the Staff will attempt to reach a resolution.

Significant Impacts:

The City will see some construction impacts in the Main Street area this summer as described above. Fiscally, the City benefits from new private-sector construction activity in that property values increase and permit fees are collected. Temporary sales tax revenue enhancements can result from construction workers patronizing local businesses, but too much inconvenience due to construction can drive locals elsewhere. Meanwhile, the projects listed above should not adversely impact Park Silly Sunday Market, the July 4th Parade, the Arts Festival, the Mustang Show, or Miners Day.

Consequences of Not Taking The Recommended Action:

This item is on work session only, and no actions by Council are anticipated.

Recommendation:

The City Council should be aware of construction projects which are likely in 2007 in the Main Street area, and discuss any aspects of this activity which are of interest or concern.

City Council Staff Report

PUBLIC WORKS

Author: Brian Andersen, CAPP
Subject: MAIN STREET SHORT TERM AND DELIVERY PARKING
Date: May 24, 2007
Type of Item: Discussion/Direction

Summary Recommendations:

Council should discuss and provide direction on staff's recommendation regarding a revised geographically spaced placement of short-term spaces in the Main Street core. Pursuant to Municipal Code Section 9-8-1, any changes to the short-term space must be approved by the City Manager.

Description:

Topic:

Main Street Short-Term and Delivery Parking

Background:

In December 1997, Council adopted the Main Street parking program. This program was based on recommendations contained within the 1996 Wilbur Smith Associates parking study, which included suggestions for 30-minute parking spaces to facilitate delivery. Staff incorporated into the program four delivery zones on the west side of Main Street. These zones converted back to public parking after 12:00 noon. The entire west side of Swede Alley was made available to delivery from 7:00 a.m. to 4:00 p.m. Staff soon found the following problems with the delivery zone approach:

- Vehicles parked in these zones for long periods of time without activity;
- Commercial delivery stops occur directly in front of delivery destination;
- HMBA desired no earlier than a 12:00 noon delivery cutoff for Main Street;
- Visitor confusion due to the availability of curb parking spaces;
- Difficulty in providing signs that marked a daily cutover in parking use.

In December 2000, Staff recommended and Council approved a modification to the delivery ordinance. Two short-term (30-minute) parking zones remained for short errands and passenger loading. In 1996 the Wilbur Smith Associates parking study recommended some 30-minute parking spaces for delivery use. These two zones now serve as multi-purpose 30-minute parking spaces. These spaces continue to be shared parking between automobiles and delivery use.

Still in effect today, the 2000 delivery ordinance modification facilitated the following options:

- Make commercial deliveries anywhere along the west side of Main Street and the west side of Swede Alley;
- Make deliveries between the hours of 7:00 a.m. to 12:00 noon on Main Street, and from 7:00 a.m. to 4:00 p.m. on Swede Alley;

- Double park on the west side of Main Street, when no curbside parking is available and the double parked vehicle does not restrict traffic flow or block a legally parked vehicle from leaving the curb.

Also adopted with the 2000 Title 9 Parking Code modification was prohibition of delivery from an on-street Park Avenue parking space to a Main Street address (see 9-8-3 G in attachment A).

During the past seven years, Staff has provided additional free short-term zones for errands and delivery in a geographically dispersed format.

Analysis:

Staff receives occasional requests from business owners regarding using parking spaces for passenger loading and delivery. Despite best efforts to provide education and information regarding the current delivery ordinance, some individuals have indicated a desire to:

- purchase parking spaces for their own business use.
- dedicate use of parking to suit specific business needs.
- move the location of short-term spaces closer to their particular business.

The current program enables the following delivery:

- park according to the delivery ordinance (Attachment A).
- utilize a pay parking space with a non-oversized vehicle and pay for parking (Oversized vehicles are defined in the ordinance and limited therein).
- delivery from an open short-term parking space.

Staff applies the following criteria to requests received:

- the need to maintain a shared (non-exclusive) parking resource
- the existing geographic placement of parking spaces.

Current Request Examples –

Bill White Enterprises - Staff received a request from Mr. Bill White for Grappa and Wahso restaurants for delivery access outside of the delivery ordinance times. Mr. White requested a delivery space in front of Wahso and delivery time accommodation for Grappa. Given staff's agreement that there is an additional need for spaces in this location, Staff finds that the reallocation of short-term parking spaces proposed below in this report will accommodate Mr. White's request.

SkyLodge - A separate request was received from Mr. Craig Elliot, architect representing the SkyLodge. Mr. Elliot has requested for the owner a short-term loading zone in front of the Easy Street restaurant. These spaces were two-hour parking before the project began and are currently being utilized by the project for construction mitigation. Staff finds there is sufficient need on Heber Avenue for two 30-minute spaces for short-term use. The Poison Creek building shares this need.

Staff receives requests for temporary needs on a periodic basis from individual businesses for dedicated parking use and accommodates short-term needs with the *Special Use of Public Parking Application* process whereby applicants pay for Main

Street spaces at a daily rate of $12 per space. Examples of this use are construction and event use. Applicants are required to demonstrate need, and the fee is charged to provide an incentive to use other spaces. Long term accommodation for a dedicated use of a shared parking resource is difficult to justify based on others' need to use the shared resource and the diversity of those needs.

Commercial Bus Loading – Staff has identified the need for tour buses to have a passenger pickup and drop zone in the Main Street vicinity. An ideal location for this activity is the west side of Swede Alley across from the Transit Center in Swede Alley (between compactor building and 5th Street.

<u>Short-Term Space Evolution and Reallocation</u> – Over the course of the Main Street parking program, the number of short term spaces has increased but resulted in a dispersement that is less than optimal. With the recommendations proposed in this report, Staff asserts that a more effective dispersal, both geographically and due to need, will result. See Attachment B map of Main Street parking for numbers; dots represent short-term spaces: pink dots are 1-hour, green dots are 30-minute, orange dots are 15-minute, and yellow or slashes are proposed relocations or removals. The number of spaces is shown on each dot.

Except for minor modifications to short-term space time limits, the proposed changes are a net zero change in the total of short-term parking spaces offered.

At the beginning of the Main Street parking program, a committee of business owners was formed to provide input to various components of the paid parking program. This committee provided feedback to Staff's recommendations and also lobbied for free parking spaces for delivery, office errands, and lunch takeout. Further requests from individual businesses over time expanded the free spaces to the existing count. Except for the post office space (where concentration is greatest), the short-term parking spaces on Main Street are fairly well dispersed.

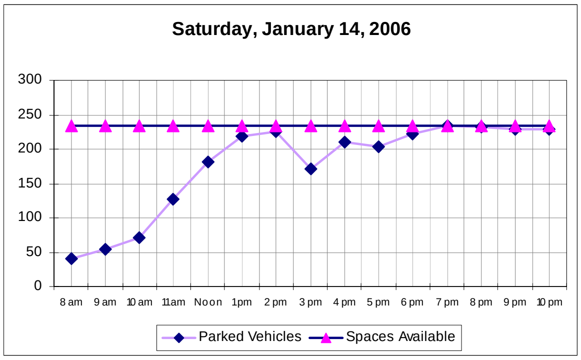
Staff recommends moving one of each double space on Main Street to provide additional balance to the geographic dispersion. This would provide short-term use and would better accommodate short-term parking needs.

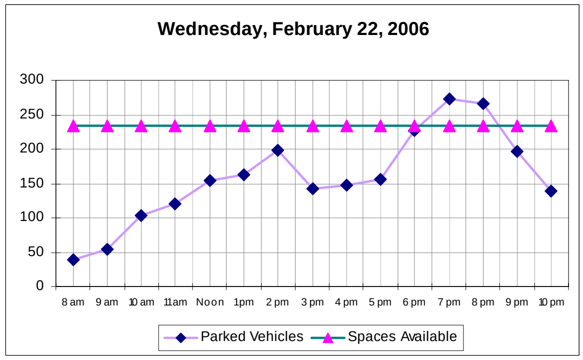
This would accommodate:

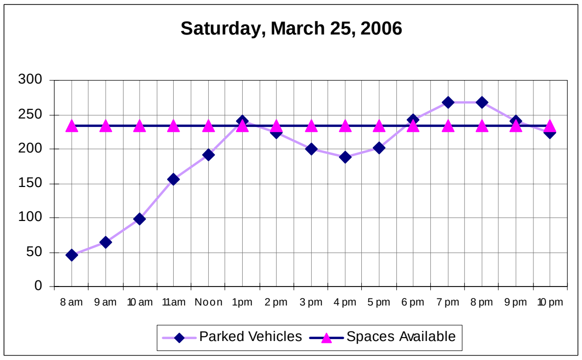
- Lunch and dinner takeout
- Coffee purchase (not a morning issue due to abundance of available parking)
- Lodging guest loading
- Office errands
- Small deliveries after noon
- Customer parking for short-term needs

<u>Current Delivery Ordinance</u> - By code commercial deliveries are required during the morning hours in an effort to have large trucks "get in and get out". The following parking occupancy graphs for Main Street and the Brew Pub lot highlight mornings as the time to facilitate delivery service to the commercial core:

Main Street and Brew Pub Occupancy







Staff recommends no change to the current delivery ordinance in order to reduce truck traffic during times of peak traffic demand.

Short-term spaces experience better peak time availability than longer term parking spaces due to the shorter time restriction.

Short-term Space Expense - The short-term spaces are challenging and require frequent maintenance. Staff plans to revisit placement of each short-term zone to minimize the post/sign damage. For example where it makes sense to do so, Staff will use current light poles to reduce the need to individual sign placement. The current short term spaces are scheduled to undergo sign replacement now, which is typical for each spring and autumn season.

Staff is reticent to increase the number of short-term spaces and finds reallocation will accomplish the goal of geographic balance. Each metered parking space on Main Street generates approximately $1,400 to $1,600 in annual revenue.

Swede Alley Bus Zone - Benefits establishing a Swede Alley bus zone across from the Transit Center include:

- ability to designate a shared bus load zone for tour buses
- removal of dangerous 90-degree back-out parking in Swede Alley
- capability to more easily convert space to special event use (i.e. bus loading during Art Festival and delivery during Sundance)
- convertibility to delivery use if needed

- potential for landscaping and walkability improvements.

Staff plans to incorporate permanent design of this concept into the Main Street plaza project. Ten regular parking spaces would be lost in converting to parallel parking.

Department Review:
This document was reviewed by Public Works, Police, Engineering, and Legal Staff.

Alternatives:

A. Council directs Staff to implement a revised geographically spaced placement of short-term spaces on Main Street. This is Staff's recommendation.

B. Council could provide direction to maintain the status quo and make no changes.

C. Council could direct staff to explore an alternative short-term space policy.

D. Council could choose to continue the item.

Significant Impacts:
Without short-term space accommodation, the peak time capacity parking of Main Street will preclude quick errands to Main Street. Quick delivery needs would be unmet. If Staff's recommendation is not followed, the current geographic placement of short-term spaces will remain less balanced.

Consequences of not taking the recommend actions:
Staff will be challenged to defend the placement of Main Street short-term spaces. Additional spaces will be needed to defend the goal of geographic placement of these spaces. (Staff believes the number is adequate but not the dispersion).

Regarding dedicated use of parking for one use (except for approved temporary use), setting precedence is the concern. If one business is accommodated beyond other business uses, Staff will find difficultly in providing a fair, shared parking environment.

Recommendation:
Council should discuss and provide direction on staff's recommendation regarding a revised geographically spaced placement of short-term spaces in the Main Street core. Pursuant to Municipal Code Section 9-8-1, a

Attachment A

CHAPTER 8 - DELIVERIES AND SHORT-TERM USE

9- 8- 1. DELIVERY AND SHORT-TERM SPACE DESIGNATIONS.
The City Manager of designee shall designate, where necessary, short-term zones.

(Amended by Ord. No. 00-52)

9- 8- 2. SHORT-TERM ZONES.
In any area designated as a short-term zone, it shall be unlawful for any person to park any vehicle longer than the posted time limit during the hours posted on designated signs.

(Amended by Ord. No. 00-52)

9- 8- 3. DELIVERY VEHICLES IN THE MAIN STREET CORE.
All delivery vehicles parked on Main Street or Swede Alley shall observe the following restrictions:

(A) Delivery vehicles shall utilize the west side of Main Street during the hours from 7:00 a.m. to 12:00 noon, after which time no delivery vehicle shall be Parked on Main Street. Delivery vehicles may utilize any parking space on the west side of Swede Alley from 7:00 a.m. to 4:00 p.m.

(B) Delivery vehicles may double park on the west side of Main Street from the hours of 7:00 a.m. to 12:00 noon, provided that: the double parked vehicle is in the course of an expeditious delivery, there is no other curb parking available, the double parked vehicle does not inhibit traffic flow or block a legally parked car from leaving the curb.

(C) Delivery vehicles shall utilize the loading zones on the west side of Swede Alley for deliveries to Main Street after the hour of 12:00 noon.

(D) No delivery vehicle shall park on the east side of Swede Alley.

(E) No delivery vehicle shall be parked in such a manner to impede the flow of traffic.

(F) No delivery vehicle shall be parked with its engine left idling.

(G) No delivery vehicle shall park on Park Avenue, between Heber Avenue and King Avenue, to make deliveries to a business with a Main Street address.

(Amended by Ord. No. 00-52)

9- 2-14. OVERSIZED VEHICLES.
No person shall park a vehicle that is over eight feet (8') in width in a public parking facility. No person shall park a vehicle that is over twenty six feet (26') in length or over eight feet (8') in height on Main Street. The following exceptions apply:

(A) Vehicles allowed under the Construction Mitigation Plan and complying with Municipal Code Section 9- 2-12.

(B) Commercial delivery vehicles complying with Chapter 8 of this Title.

(C) Vehicles permitted under a special use of public parking application.

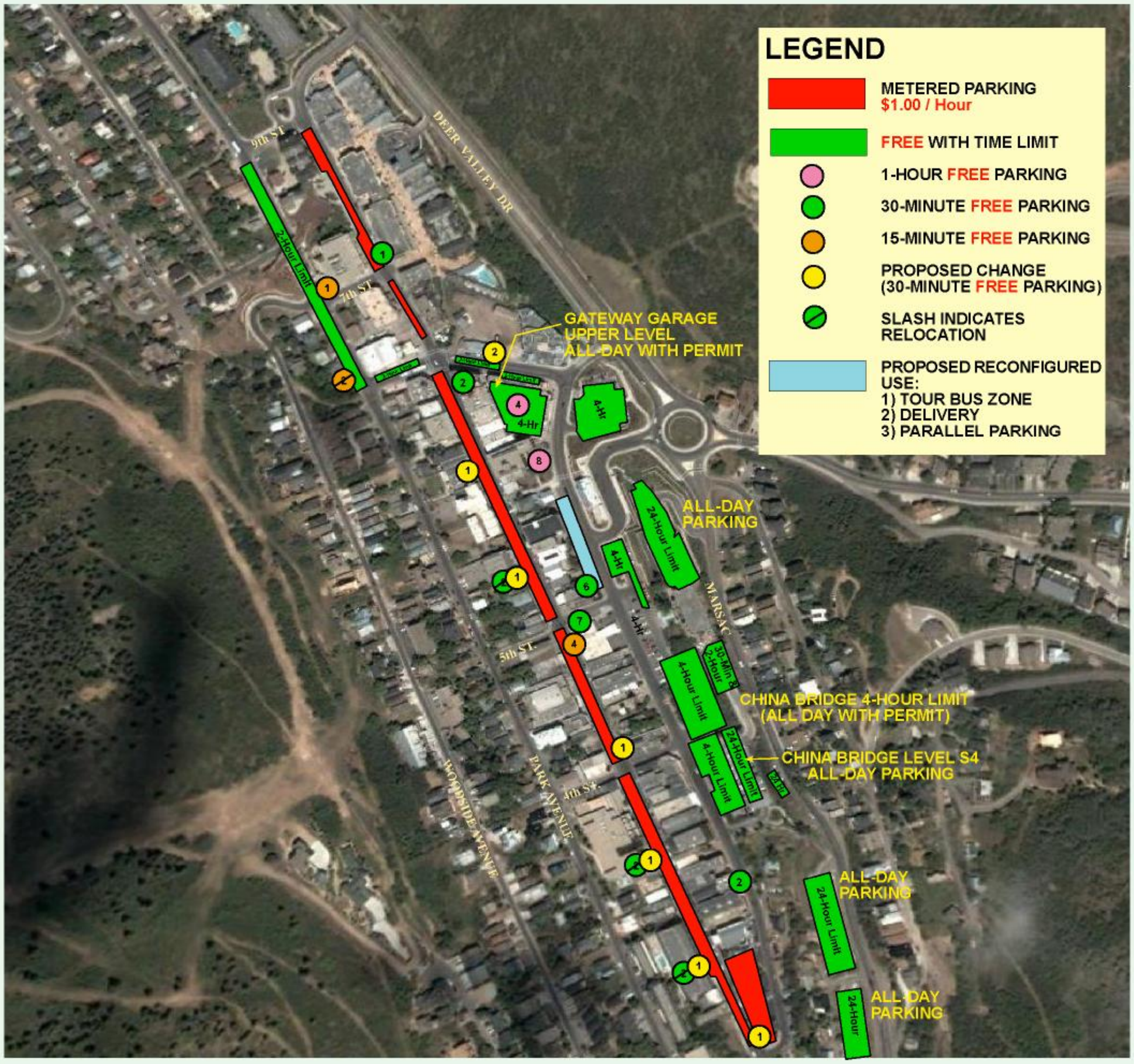
(D) City, fire, and public utility vehicles or equipment engaged in official business.

(Amended by Ord. No. 03-30)

Attachment B

PUBLIC PARKING MAP

MAIN STREET COMMERCIAL CORE



May 17, 2007
Main Street Parking Map

Park City Municipal Corporation, Park City, Utah **Department of Public Works**

DATE: May 24, 2007
DEPARTMENT: Public Works
AUTHOR: Jerry Gibbs
TITLE: Main Street Commercial Trash
Storage of Trash Cans in Old Town
TYPE OF ITEM: Work Session

SUMMARY RECOMMENDATIONS: Council should:

- Discuss strategies to remove trash from the community dumpsters including a BID, a Business License Enhancement and the City assuming total financial responsibility. Give staff direction on what strategy to pursue. Staff is recommending pursuing a BID when a proper petition is presented and authorizing staff to solicit proposals for commercial trash services for the Main Street area.

- Council should reaffirm their position to not change the trash can time limits or give staff other direction.

DESCRIPTION:

Topic: Trash removal from Main Street, Formation of a Business Improvement District and Storage of Trashcans Old Town

Background-General:
Summit County has decided they will no longer control rates per size of container and the frequency of pickups per week for commercial trash hauled within the county. Effective July 1, 2007, any commercial establishment may negotiate a separate fee and schedule. There is no requirement for the fees to be uniform between similar commercial use types or between haulers. The City has ownership of two compactors and two eight yard containers referred to as the community dumpsters. Summit County developed a matrix based on waste generation by use types to assign capacity within the compactors and containers. As the current contractor with the County, Allied Waste (AW) reviews all business license holders with their own dumpster and those without. The capacity is distributed between all the business licensees without their own dumpster based on square foot and use type. Approximately 18% of the businesses billed for trash do not pay. AW can not withhold services to the community dumpsters and spreads the uncollected amount over those business licensees that are paying.

AW will no longer have the ability to spread the cost over all the users. A letter from Gordon Raymond of AW Services was received May 1, 2007 expressing concerns with collections and the increased landfill costs implemented by the County. The AW letter is attached. The current code does not address the failure of business licensees to pay their bill. As of July 1, 2007, AW will no longer be the sole contractor for commercial trash and thus for the community dumpsters.

Background-Business Improvement District (BID)

On September 20, 2002, businesses on Main Street petitioned the City to create the Old Town Business Improvement District under the Utah Parking and Business Improvement District Act, Utah Code Ann. §§ 17A-3-401 to – 414, 1953, as amended. The petition to create the district was signed by more then 10 percent of the business in the proposed district asking the Council to adopt a resolution of intent to create the Old Town Business Improvement District. The district would have assessed an "enhancement assessment" or tax upon the businesses in the district based on a methodology similar to the business license. The tax assessment would have been billed at the same time business licenses are mailed and would be an additional assessment line for the BID.

In November 2002, City Council approved a resolution to establish an Old Town Business Improvement District (BID). The intent was:

- Add a fee to every business license within the BID not to exceed $1,000 annually for any business.
- Draft an ordinance imposing a penalty on business within the Business Improvement District for failing to pay the BID assessment.
- Penalty was to deny renewal of the City's business license including a hardship clause allowing a deferred payment.
- Contract with the Historic Main Street Business Alliance (HMBA) to administer the funds generated for the BID.
- Include startup and annual administrative fees.
- BID formed for a minimum of three years.

The City Council agreed to abandon the BID after receiving 126 protests from businesses within the proposed BID in opposition of the formation. This was 11 more than required statutorily.

Background-Trash Can Time Limits

Staff and the City Council have received a small number of informal complaints (less than six) from concerned Old Town residents stating the garbage cans are unsightly and blight on the community. Some communities along the Wasatch Front restrict the time trashcans maybe left on the street such as Salt Lake City. Many of the Colorado communities contacted, implemented their trash can removal ordinance due to wild animals turning over trash cans. Bill Carlson from the Town of Vail explained their dawn to dusk trash ordinance, requires residents put their trash out the day of pickup and removed to a secured area that evening where the bears can not get to them. However in Old Town, the cans do not represent a health hazard by attracting wild animals.

An ordinance exists for Main Street requiring individual trash cans not be placed before 10 PM the night before pick-up and be removed by 10 PM the day of pick-up. Common complaints from the business community are related to businesses not complying with the time limits and lack of staff to enforce at 10 PM. However, the cans are generally removed by start of business the following day.

In December 2005, the Council considered an ordinance to limit the time a trash container may be left on the street. The discussion addressed enforcement; cost of enforcement; confiscating containers; penalties; reasonable punishment; notice; appeal process to contest any citation; and resources needed to make this effort work on a consistent basis. The Council agreed the trash containers are unattractive but felt they could not respond to a neighborhood issue based on a small number of complaints. They accepted staff's recommendation for the complainants to petition through the neighborhood process to identify if there is broader neighborhood support for the change.

Summit County manages the residential trash contract, provides the containers as part of the contract, and pays the monthly cost to remove trash from residential areas. Summit County has indicated they are not interested in limiting the time trash containers can stay out on the street.

Analysis:

Trash Removal on Main Street and Swede Alley
The City has received a letter dated May 7, 2007 from Ken Davis, President of the HMBA requesting the formation of a limited scope BID for the purposes of trash removal and recycling within the Main Street area. A petition representing 10% of the business owners within the proposed district has not been received by staff at the time of this staff report. The HMBA is in the process of soliciting signatures. The petition may be presented to the City prior to the May 24 City Council meeting. When considering this issue, the key question is what role should the City have regarding the "community dumpsters"?

The City has at least three options to consider. In all three options, the City would need to issue a RFP for trash removal and the Council would need to approve the contract. The scope would vary depending on the preferred option.

Option 1 requires a minimum of City involvement, a city managed contract to remove trash from the community dumpsters and a commitment of financial resources. Commercial businesses with their own dumpsters would be required to shop their own trash hauler and price. There may be a conflict with service times and multiple haulers. Staff estimates the annual cost of hauling of the city dumpsters with the new landfill charge to be approximately $85,000 compared to approximately $62,000 a year based on volume. All cost associated to the community dumpsters would be paid by the City. Council would need to treat this option as a new budget request. Enforcement related problems caused by different haulers may be an issue. Businesses with their own dumpster may choose to discontinue their service and use the "community dumpsters". The City currently provides approximately $100,000 of trash related services (pedestrian cans, general cleanup, etc.) to the Main Street area.

Advantages:

1) Service provider has to submit only one bill resulting in a lower cost of service
2) Process is relatively simple and easy to manage.

Disadvantages:

1) City will need to finance the cost of service from the General Fund
2) There is no incentive other than convenience to maintain private dumpsters
3) City's administrative time will increase to monitor a third party contract
4) Potential higher utilization and cost
5) No incentive to recycle

Option 2 is to simply charge businesses annually for the use of the "community dumpsters" and tie the payment to their business license as a differentiated cost. (Business License Service Enhancement) Under §10-1-203 of the Utah State Code, the City may charge an additional fee to businesses that require extra municipal services, including for public utilities and beautification. The City shall adopt an ordinance defining what constitutes the basic level of municipal services and what amounts are reasonably related to the costs of providing an enhanced level of municipal services. The City would assume full control and responsibility for providing trash collection for the community dumpsters. No authoritative board would be appointed other than, perhaps, an advisory committee of some kind if Council sees fit. The City would add a fee to each business licensee based on the cost to provide the service. The issues of collection, penalties, etc., then, are already resolved according to the City's current business license practices. A study would have to be completed identifying the enhanced service each business receives by having access the "community dumpsters".

Advantages:

1) Increase to City's administrative burden is minimal
2) Process is relatively simple
3) Services can still be outsourced

Disadvantages:

1) Powers and future expansion are limited
2) Fee/Tax collection is defined and limited
3) City assumes full responsibility for providing service
4) Enforcement issues related to trash haulers

Option three is a Business Improvement District (BID)

The Finance Department has identified approximately 328 business licenses within the Main Street area. The exact boundaries would need to be defined and licensees identified. The following are the general steps that will need to be taken:

- A petition signed by at least 10% of the business license holders (33) will need to sign and submit a petition to Council requesting the formation of a BID.
- There is a 21 to 35 days public process including three public notices "Intent to Form District", seven days a part,
- Council would hold a final public hearing and either adopt or not a resolution of intent to form a BID.
- The resolution of intent could include parameters with respect to budget, marketing, city cost recovery, possible programs (trash, recycling and parking

garage maintenance), and performance measures.

- Opponents would have a 15 day window to protest in person or in writing.
- If more than 50% of the business license holders (165) in the district protest the establishment of the district, Council will abandon the formation of the district.
- Council could contract with the HMBA to act as the BID Administrative Board or appoint an independent board. All actions taken by the board shall constitute recommendations to Council rather than official action. The board will have authority to adopt/alter rules and regulations for operation, determine broad matters of policy regarding operation, and assist Council in the operation of the district in any manner that Council may direct.
- If the decision is to proceed, three changes to the existing business license code would be required. First, it provides that a business license certificate shall not be issued if a business within the BID does not pay the BID tax. Second, it allows a business to pay the BID tax over a period of three (3) months from the January 1 due date if the City finds that the business experiences a hardship sufficient to qualify. This is the same policy that applies to a business wishing to defer payment of its business license fees. Third, require all businesses in the BID to provide a current trash bill from the designated Main Street Trash hauler or their license may not be reissued or revoked.
- The City could advertise a RFP for trash hauling and recycling services in cooperation with the new “Board” for the BID area. All trash removal for both private and community dumpsters would be included. The process would take about 45 days.
- Council could award a contract(s). There would be at least two options to consider.
    - Option 1- The contractor(s) would be responsible for billing of individual businesses and payment would be guaranteed at business license renewal. The BID tax added to the business license would only represent the City’s administrative costs with respect to the BID. Staff believes this cost would be less than $5,000 annually. This is staff’s recommendation if a BID is pursued.
    - Option 2- The City would bill each business monthly for trash and recycling service fees. The estimated trash fees for the BID area would be approximately $150,000 annually. A recycling fee for the BID-wide effort would add at least 40% more. The City would be responsible for payment to the contractor(s). Staff’s administrative costs would be significantly higher.
- Council would have to adopt a budget and amend the city budget

Advantages:

1) Powers for business enhancement/promotion are broad and may be expanded
2) Services can be outsourced
3) Flexibility in tax/fee collection
4) Requires business (not property) owner endorsement
5) Cost of trash service is uniform by use type and size of business
6) Business owners may choose their own trash hauler for an additional fee

Disadvantages:

1) Is agency of City rather than distinct legal entity
2) Many legal requirements to establish the district
3) Increased administrative burden for City (with additional fund, administrative procedures, collections, enforcement, etc.)
4) There is no incentive other than convenience to keep private dumpsters
5) Uniform fee may increase use of "city dumpsters"

The City will be responsible for the trash haulage from the "community dumpsters" beginning July 1. Staff is preparing an RFP to advertise the hauling of trash from the "community dumpsters". There is currently no revenue source identified to offset the cost of the service. A new service provider should be selected and approved by June 30 to coincide with the end of the County's commercial contract.

Trash Can Time Limits

This issue has been discussed numerous times by the Council. The following is from the "Analysis" section from the 12-08-05 Council staff report.

The City Council asked staff to review options for enforcement and associated costs. The Legal Department has researched many of the questions raised at the last City Council meeting.

Enforcement-	*Park City Code requires the Fire Marshall or his/her designee. Other cities have the town manager, police or designee.*
Confiscation of Can-	*Confiscation is a remedy; however, proper notice must be given to the responsible party. Cost may be recovered.*
Penalties-	*Penalties available in Utah range from voluntary correction, to six months in jail and a $1,000 fine.*

A summary of the conclusions from Legal's research is:

- *An ordinance requiring residents to retrieve their garbage container within a specified time from the curbside after collection is consistent with many other municipalities in Utah as well as other resort communities in the region.*
- *The Park City Municipal Code identifies the responsibility of the Fire Marshall to designate a City Inspector to perform related inspections for violations of the abatement of garbage ordinances.*
- *A criminal penalty for not removing a trash can off the street is likely too severe.*
- *A monetary fine and costs to abate a condition that is not promptly remedied are much more likely to be a reasonable punishment.*
- *Notice of the violation may be placed in conspicuous place on the property, mailed, or served in another acceptable manner consistent with civil action. A potential issue is matching the trash can to the property.*
- *An ordinance should have a provision where the city manager or designee could make exceptions for those locations where compliance "will impose practical*

difficulties or unnecessary hardship."

The current trash can pick-up schedule is Thursday in Old Town and Aerie and the remainder of Park City on Wednesday. Main Street pick-up varies depending on frequency and time of year. The attached ordinance is similar to the current Main Street ordinance with a different range of hours to set out trash cans and remove after pick-up. Specific hours should be identified once the issues are better understood.

Once an ordinance is in place, the community will expect a high level of enforcement to gain compliance. Violations to the proposed ordinance would begin after 10 PM the day of service. Three choices exist for enforcement.

1. *Add resources and adjust budgets ($1,500 to $4,000/month).*
2. *Dedicate resources to enforce the following morning of the pick-up day. ($1,000 to $1,500/ month).*
3. *Redistribute workload of existing community enforcement to enforce the following morning of the pick-up. (Cost minimal, other enforcement issues change in priority and some enforcement may not be accomplished without overtime).*

In addition to enforcement, an adjudication process will be required. The proposed ordinance contemplates expanding the duties of the Parking Adjudication Officer. The other option is to go through the Municipal Court system. This would require staff to attend any contested ticket. Staff will need at least sixty days to implement an enforcement and adjudication program. A budget adjustment would be requested in the spring depending on the level of enforcement and adjudication consistent with Council adopted budget policies. If Council would like to go ahead with an ordinance, it should be done in the spring so it can be prioritized with other budget options. Council accepted staff's recommendation to suggest to that trash can complainants initiate a "Neighborhood Needs Assessment Process".

Conditions have not changed significantly since 12-08-05. Staff has responded to a complaint in the last nine months and Council inquiries. Staff has attached a copy of the proposed ordinance drafted in 05.

Department Review: Budgets & Grants, Building, Legal, Finance, City Manager

DISCUSSION:

A. Discuss strategies and the three proposed options to remove trash from the community dumpsters including a BID, a Business License Enhancement and the City assuming total financial responsibility. Give staff direction on what strategy to pursue. Staff is recommending pursuing a BID when a proper petition is presented and authorizing staff to solicit proposals for commercial trash services for the Main Street area.

B. Council should reaffirm their position to not change the trash can time limits or give staff other direction.

May 1, 2007

Mr. Tom Bakaly
City Manager
445 Marsac Avenue
Park City, Utah 84060

Dear Tom,

I am writing to inform you of our concerns as they relate to Park City's Main Street and Swede Alley. I am sure that you are aware; the County has opened up the commercial market to competition and at the same time will begin charging disposal for the wastes collected. This poses several challenges for servicing the Main Street area.

Allied Waste has continually had to work with the City to address the unpaid portion of the Main Street service area. There are still many bad debt concerns including; business' that have yet to ever pay for services for a myriad of reasons, those who are unable to pay, and those who may leave or go out of business without full payment. The increased costs in landfill charges placed on Allied Waste will most likely only magnify the bad debt issue.

Also, it is our practice to have current service agreements with our customers. On July 1, our agreement through the County will expire and leave Allied Waste without agreements with many customers. The lack of an agreement increases the potential liabilities of both Allied Waste and our customers, as well as reduces our ability to collect any unpaid fees.

One possibility to minimize any short-term interruption in waste services may include Park City, or other entity, signing an agreement to secure payment for services. This would help us stabilize the service while we work together towards a long-term solution. Due to the challenges mentioned above, we will need some type of interim agreement in place by July 1st.

We realize that several ideas are being discussed to address the concerns, but anticipate this happening after the July 1 deadline that Allied Waste faces. We just wanted to let you know of our concerns and try to open up dialogue that may be beneficial to the City and specifically the Main Street area. We would welcome the opportunity to discuss these or any other issues that you may have. I can be reached at 801-924-8468.

Sincerely,

Gordon Raymond
Allied Waste Services of Summit County

Cc: Mayor Dana Williams
Jerry Gibbs, Public Works Director
Ken Davis, HMBA President

675 S Gladiola Dr
Salt Lake City, UT 84104
801.972.4234 / FAX 801.972.3817
www.disposal.com

HISTORIC MAIN STREET BUSINESS ALLIANCE

Park City Council and Mayor
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

May 7, 2007

Subject: Proposed Solid Waste and Recycling BID for Historic Main Street District

Dear Mayor and City Council:

The HMBA Board is requesting that PCMC form a narrow in scope Business Improvement District ("BID") to manage the solid waste and recycling within the Historic Main Street District. Below is a review of the situation and specific recommendations with respect to a BID.

Review:
Summit County is abdicating its responsibility with respect to commercial solid waste collection as of July 1, 2007. At this time, it appears that they will begin to collect a tipping fee (by weight) at the dump site. Other than the cost, which is expected to increase substantially, this may not be much of an issue for some businesses (especially those outside of the Historic District). But for businesses within Old Town, this could prove to be a major problem. Given the unique setting and sheer concentration of buildings, topography, lack of space and our "tourist" focus, we believe there appears to be no good alternative other than to more or less perpetuate the current approach to collection. The City staff has recommended that the HMBA somehow step in to position to help its membership minimize the negative impacts of the County's action. We have no idea how much of an increase in trash removal fees this will cost the HMBA businesses. Estimates range from 35% to over 100%. If not handled properly, we could also see an increase in truck congestion, noise, undesirable odors and unsightly debris in the Historic District and, in particular, the Main Street corridor.

Recommendations:

1. Participate with the City to issue a Request for Proposals (RFP) that creates an umbrella contract to provide service categories similar to the present County contract. Duration of contract should be less than 3 years. The RFP would be for a cohesive solid waste and recycling collection, ideally providing incentive for businesses to recycle. This may require separate RFPs. Demolition and construction waste collection would remain the same as is today with individual businesses contracting separately for these services.
2. Encourage everyone to recycle, starting with cardboard which contributes up to 80% of the bulk and look at collecting other commercial waste.
3. Support the idea that all business owners should pay for their solid waste and recycling removal or not be allowed to renew their business license, including paying a fine.
4. Support the creation of the Business Improvement District (BID), thereby creating an entity that can enter into and administer a solid waste contract or contracts. The BID boundary would conform to the HMBA boundary. This type of district allows the business owners, as opposed to the property owners, along with the City to create the district.
5. Support the HMBA board being named the governing body of the BID and thereby control the revenues generated by the BID. The HMBA has a vested interest in minimizing its membership's expenses and in maintaining orderly traffic within the Main Street corridor.
6. The City and HMBA write a letter to the County requesting the County to extend the commercial Allied Waste Contract for the Historic Business District by a few months to give HMBA and the City time to form a BID with a commercial waste contract in place.
7. The City keep the "businesses whole financially" as well and continue to provide the same services currently supplied (waste receptacles, street cleaning, maintenance of two trash buildings, etc.) to the Main Street District and not burden the businesses by shifting these expenses, which will show up as even additional costs.

PO Box 1348 Park City, UT 84060 www.parkcitymainstreet.org 435.658.9612

We appreciate your consideration in this matter.

Sincerely,

Ken Davis, President
Historic Main Street Business Alliance

cc: Tom Bakaly, City Manager
Mark Harrington, City Attorney
Jerry Gibbs, Director Public Works

PO Box 1348 Park City, UT 84060 www.parkcitymainstreet.org 435.658.9612

HISTORIC MAIN STREET BUSINESS ALLIANCE

PO Box 1348
Park City, UT 84060

Summit County Commissioners
Summit County, UT
PO Box 128
Coalville, UT 84017

May 7, 2007

Subject: Request for Information

Dear Summit County Commissioners:

As a result of the County's decision to no longer manage commercial solid waste and subsequently impose the creation of a "pay as you use" fee for the landfill for commercial businesses, the HMBA Board is requesting that the County help the HMBA members understand the justification for, as well as, the repercussions of this decision.

Is it the County's intent to have the commercial businesses subsidize the residential cost for solid waste, recycling collection, operational and/or capital improvements costs (closure/expansion/replacement of the landfills) or are all users of the landfill to share equally in these costs? Along this line, we would like to understand how much (what percent) of our past commercial and businesses property taxes were used to pay for these services? In addition, we've been advised that commercial businesses will be required to pay new "tipping fees". Please explain how these funds are to be used. Are the tipping fees going to be applied against landfill daily operations or will they end up in the General Fund only to be used for other County costs? Or, will they be set aside for future major capital costs associated with the landfill? And, since it is our understanding that business property and commercial property taxes will not be reduced to reflect the loss of commercial waste management services and there will be no offset to the imposition of the new "tipping fee" we can only view this as simply a new tax! Since, residences will not pay for collection services and are not to pay a "tipping fee" we'd like to understand how this is equitable.

We would like to remind the County Commission that in the last year, Old Town has been required to absorb enormous cost increases. First, property tax increases (60% +/- amounting to millions of dollars) were levied upon us as a result of new property assessments. These are based upon what we believe to be largely inflated, uneconomic real estate values and are passed through to the businesses on the street. Ironically we have become a victim of the traffic we draw! Next, as a result of Park City's action to secure the Sundance Film Festival as a major event (something we supported and that most of the county benefits from), businesses in the City alone were required to come up with well over $100,000 taken from us through a business license fee increase. Now, we are being asked to take on yet another tax increase. It seems to us that we are a key factor that sets Park City and Summit County apart from many other resort communities. Although sales revenues have continued to increase (marginally), the costs associated with those sales revenues, including rents and property taxes, have increased much more rapidly, thus effecting profit margins. Unfortunately, all cost increases cannot be passed along and it becomes more and more difficult for the smaller independent businesses to stay in operation on Main Street. Rather than taxing us further, the Country should be working with us daily, finding ways to help the businesses to survive and prosper. Losing the unique character of "Old Town" is not in anyone's best interest.

We look forward to your answers so that we might fully understand the financial implications of your decision regarding solid waste management.

Sincerely,

Kenneth A Davis

Ken Davis, President
Historic Main Street Business Alliance

cc: Blake Frazier, Summit County Auditor
Kevin Callahan, Summit County Public Works Administrator

Ordinance No. 05-

AN ORDINANCE ADOPTING REGULATIONS FOR STORAGE OF TRASH RECEPTACLES IN THE MUNICIPAL CODE OF PARK CITY, TITLE 6, HEALTH, NUISANCE ABATEMENT, AND NOISE

WHEREAS, in January 2000 the waste collection process in Park City changed from manual pick-up to automated curbside pick-up, requiring the use of sixty and ninety gallon receptacles; and

WHEREAS, during the first few years of the process the City received numerous visitor and citizen complaints regarding receptacles being left out for extended periods, which has caused blocked sidewalks, restricted parking, and increased litter from spilled receptacles; and

WHEREAS, in July 2001, the City Council adopted an ordinance addressing private trash containers on Main Street; and

WHEREAS, the beauty and appearance of the City is of great importance; and

WHEREAS, trash receptacles left out for extended periods of time constitute a visual blight, particularly in the Historic District;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

SECTION I. The recitals above are incorporated herein as findings of the City Council, Park City's legislative body.

SECTION II. The Municipal Code of the City of Park City, Utah, is hereby amended by adding a new Section 11, Chapter 1, Title 6, which said Section shall read as follows:

6-1-11. COLLECTION TIME - PLACEMENT OF PRIVATE TRASH RECEPTACLES.

- Private trash receptacles to be collected and emptied curbside by the County, or a licensed collector, shall be set out for collection at the places and at such times as may be designated by the County, or licensed contractor. Such receptacles must not be set out upon or adjacent to the street for collection prior to 6:00 PM of the day before collection.

- With the exception for property in the HCB Zone which is regulated by 15-2.6-11, all empty trash receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street and front yard setbacks 8:00 AM the day after they are emptied.

- Each day that a violation of this section occurs shall constitute a separate offense.

- This section does not apply to municipal receptacles or dumpsters approved pursuant to Section 6-1-9.

- Violation of this provision is an infraction, punishable by a fine, fee or civil penalty, including confiscation of the garbage container by the City, but not imprisonment. Violations of this ordinance are punishable by a monetary fine not to exceed One Thousand Dollars ($1000). Each day of the violation shall constitute a separate offense. Contested violations of this provision shall be heard by the Park City Parking Adjudication Officer.

SECTION III. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this day of December, 2005.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

City Council
Staff Report

Subject: **Amendment to the Park City Municipal Code Regulating Beer and Liquor Licensed Establishments**
Date: **May 24, 2007**
Department: **Sustainability Team**
Author: **Jonathan Weidenhamer**
Type of Item: **Legislative**

Recommendation: Approve amendments to the Municipal Code to require Beer and Liquor Licensed establishments in the HCB District to provide public access.

Topic – Amendments to Municipal Code Sections 4-5-1 and 4-6-1

Background

The preservation of the unique character of the HCB District (Main Street) is essential to the City's long term economic and fiscal welfare. A diversified business mix is an expressed goal of the City's General Plan. It is also an important element of Main Street's attractiveness as a destination center for visitors and locals. The City's Economic Development Strategic Plan identifies the following 3 Top Priorities:

- Facilitation and establishment of more "attractions/areas of interest" for both visitors and residents
- Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies
- Protect, preserve, and promote the historic Main Street downtown area as the heart of the region

The City seeks to maintain and enhance the long term viability of Main Street as a tourist destination in terms of mix of retail and commercial, public access, vibrancy, activity, and public/resort-related attractions. A preliminary discussion was held at the joint Planning Commission/City Council work session on April 5, 2007. Staff was directed at that time to study what other resort towns have done to address this concern and explore legislative remedies available to ensure the continuation of a economically/fiscally successful business mix on Main Street.

Analysis

Staff conducted a survey and review of codes and ordinances in other resort towns and has found various regulatory approaches have been employed in many municipalities as a tool to shape a successful commercial mix. The common elements among the ordinances in each of these communities is the preservation of the unique character of the commercial area and the finding that regulating the mix of retail, restaurant, and office uses is essential to the cities' long term financial health and welfare.

The City wishes to avoid the “privatization” of Main Street tenant spaces (i.e. Main Street retail, restaurant, and club establishments not allowing access to the general public) which has a negative effect upon the overall economy and vitality of the downtown core as visitors find fewer businesses in which to shop or restaurants in which to eat. A downturn in visitor traffic could have a net negative impact to sales tax overall. It could also change the culture of Main Street into a more elite area that is less inviting to the majority of our visitors, guests, and locals.

Staff finds preservation of the unique character of the commercial area and the finding that regulating their use mix is essential to the City’s long term financial health and welfare. Attached to this report is a draft Municipal Code Amendment which requires public access to all Private Clubs.

Exhibits
Exhibit A – Draft Ordinance
Exhibit B - Updated Minutes from 4/5/07 Joint Meeting

AN ORDNANCE AMENDING TITLE 4 OF THE MUNICIPAL CODE REGULATING BEER AND LIQOUR LISCENSED ESTABLISHMENTS

WHEREAS, Park City has an interest in promoting vibrancy and activity in the Historic Commercial Business District (HCB) and finds it is essential to the City's long term economic and financial well-being; and

WHEREAS, Park City's Economic Development Plan identifies the following as Top Priorities: Facilitation and establishment of more "attractions/areas of interest" for both visitors and residents; Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies; and Protect, preserve, and promote the historic Main Street downtown area as the heart of the region; and

WHEREAS, Park City's Economic Development Strategic Plan identifies the following as High Priorities: Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities; Proactively target business sectors that will fill voids left by departing companies or for smart redevelopment reasons; and

WHEREAS, the proliferation of Private Clubs that do not allow public access in the HCB District may greatly diminish the diverse and eclectic mix of uses and attractions necessary to sustain Park City's unique vibrant Main Street core for the general public, visitors, quests, and locals; and

WHEREAS, The City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds A diversified business mix is an element of Main Street's attractiveness and a destination center for visitors and locals; and

WHEREAS, A preliminary discussion was held at the joint Planning Commission/City Council work session on April 5, 2007 regarding legislative remedies available to ensure the continuation of a successful business mix and direction was provided to consider alternative solutions to address this topic; and

WHEREAS, the "privatization" of Main Street by prohibiting the general public's access to all Private Clubs would have a negative effect upon the overall economy and vitality of the downtown core as visitors find fewer businesses in which to shop or restaurants in which to eat. A reduction in visitor traffic could have a net negative impact to sales tax overall. A reduction in visitor numbers could also signal a change in the culture of Main Street into a more elite area that is less inviting to the majority of our visitors, guests, and locals.

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

SECTION 1. AMENDMENT TO TITLE 4 OF THE MUNICIPAL CODE. Title 4 is hereby amended by amending Chapter 4, Sections 4-5-1 Beer License Required, 4-6-1 Liquor License Required attached hereto as Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon adoption.

PASSED AND ADOPTED this ____ day of May, 2007.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

<u>Exhibit A</u>

PARK CITY MUNICIPAL CODE
TITLE 4 - LICENSING

4- 5- 1. BEER LICENSE REQUIRED.

It shall be unlawful for any person to engage in the business of the sale of beer at retail or wholesale within the City without first procuring a beer license as required by this Chapter. In addition to the City license, a State beer license shall be required for all sales of beer for on-premise consumption or for purchase or sale of beer in a container exceeding two liters. A separate license shall be required for each place of retail sale, for each separate premise, except that separate licenses are not required for each retail beer dispensing outlet located in the same building or on the same resort premise owned or operated by the same applicant. No beer license may be transferred, assigned or subleased in any manner. Licenses are invalidated by transfer or attempted transfer. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act, and this Title. <u>No Beer License shall be issued for any premise in the HCB District unless public access is allowed at a reasonable cost. The cost will be presumed reasonable if membership fees are not more than $50.00.</u>

4- 6- 1. LIQUOR LICENSE REQUIRED.

No person shall operate a place of business which allows customers, members, guests, visitors, or other persons to possess, consume, or store liquor on the premises of the place of business without a liquor license issued by the City. A separate license shall be required for each place of business. No liquor license may be transferred, assigned, or subleased in any manner. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act, Utah Alcoholic Beverage Control Commission Rules and Regulations, and this Chapter. <u>No Liquor License shall be issued for any premise in the HCB District as described in Sections 4-6-2 and 4-6-3 unless public access is allowed at a reasonable cost. The cost will be presumed reasonable if membership fees are not more than $50.00.</u>

PARK CITY COUNCIL WORK SESSION NOTES
APRIL 5, 2007

Main Street Vertical Zoning - Mayor Williams explained this item refers to regulation of real estate offices on Main Street, which has been a concern because linear square footage has been converting into offices on Main Street.

Project Manager Jonathan Weidenhamer explained that in 2002 and 2006, Staff had brought updates to Council on mixed uses on Main Street. In 2002, 11% were office use and 82% were restaurant and retail. In 2006, offices had decreased to 8% and 91% were restaurant and retail. At that time, there was a consensus that the threat was more perceived than real and Staff was directed to monitor uses as they proceeded with a market analysis.

The market analysis will be a two-phase approach providing first an inventory of the types of businesses, and based on sales tax revenues, what types of businesses are more successful than others. The second phase will involve a comparison to other resort communities and their mix of businesses. This information will provide a basis for Council to discuss the efficiency of our mix and to discuss whether we want to look at something else. Park-Bonanza updates will also help shape discussions on some type of preferred future.

Based on observations, Staff has observed the possibility of ownership changes on Main Street involving “residential concierge or owners’ clubs”. They are unclear what the impact could mean in terms of sales tax.

Jim Hier felt we should be taking a look at how we can limit non retail, non restaurant uses, not necessarily doing a market retail study of which facilities provide us with more sales tax. Joe Kernan wanted ideas from other towns who have addressed this issue. Ken Martz believed the more public you could make Main Street, the better it will be. Jack Thomas felt the vitality and future of Main Street depended on the ease with which we can get there. Evan Russack wondered what the trigger point was if we were going to make efforts to change the economic landscape on Main Street. Mayor Williams explained there was a mix of about 10-11%, which was livable, but we are trying to define a percentage for the future since there is the potential to go higher.

Manger Bakaly summarized Council’s direction to return with more discussion of issues surrounding this and that they desire fact finding to frame the information from other cities that have done this, rather than returning with an ordinance.

City Council
Staff Report

Author:	**Matt Twombly, Project Manager**
Subject:	**Landscape at Ice Rink and Sports Complex**
Date:	**May 24, 2007**
Type of Item:	**Request for Award of Contract**

Summary Recommendation: Staff recommends City Council authorize the City Manager to proceed with the Ice Rink and Sports Complex Landscape project and execute a Construction Contract in a form approved by the City Attorney's Office to Action Snowplow and Lawn Care, Inc., in the amount of Forty Five Thousand Eight Hundred Seventy Five and 50/100 Dollars ($45,875.50). Staff also recommends allocating $300,000 of interest earnings to the Quinn's Ice/Fields Phase 2 project as included in the City Manager's recommended budget. This is a change from the $150,000 previously directed by City Council.

Description:

Topic: Construction Agreement Award – Ice Rink and Sports Complex Landscaping

Background:
On September 14, 2006, staff updated the Council on the construction of the Sports Complex. Council gave authorization to use $150,000 in Bond interest earnings for uncompleted contract items, and direction to return in the Spring with a request of $150,000 in Bond interest earnings to complete the landscaping at the Sports Complex. There were a number of deferred items outlined in the staff report in addition to the landscaping. At that time Council wanted to wait and finish the uncompleted contract items and return with the landscaping contract prior to proceeding with any of the listed deferred items.

Over the winter City staff, including Parks staff, and the City Gardener developed a list of plant material (trees, shrubs, and perennials), soil amendments, mulch, stone and irrigation to complete the landscaping for the Sports Complex. Staff presented Request for Proposals/Quotes to three known and local contractors, including DRD Paving, B&B Landscaping, and Action Snow Plow and Lawn Care. The plans and specifications require the contractor to furnish all materials, except for the plants, and install all materials including the plants. The City often purchases and furnishes the plant material, so that the City can select the plant material rather than the contractor.

Analysis:

The submittal deadline for the Request for Proposals was Monday May 8, 2007. The City received proposals from Action Snowplow and B&B Landscape. DRD Paving did not submit due to prior commitments conflicting with the completion of this project. The quote from Action Snowplow was the lowest at Forty Five Thousand Eight Hundred Seventy Five and 50/100 Dollars ($45,875.50). B&B Landscaping was the next low bidder at Sixty Six Thousand Dollars ($66,000.00). Staff recommends Action Snowplow to receive the award of the Construction Agreement based on their performance as the City's maintenance contractor, having commercial experience, and the price of their quote on this project. The selection criteria stipulated in the RFP included the contractor's relevant experience, ability to perform the work to the City's satisfaction, and the cost incurred in performing the work.

The majority of the plant material has been ordered by the City and will be coordinated and furnished to the contractor for installation. The cost of the plant material is approximately Twenty Five Thousand Dollars ($25,000). Due to the site conditions, staff was hesitant to plant a large number of trees or less than hardy varieties of plants. The total of this contract and the purchase of the plants is approximately Seventy Thousand Eight Hundred Seventy Five Dollars ($70,875). Staff had requested a budget of $150,000 for the landscaping. The total is less than half of that amount. It is likely based on the site conditions that the City will require replacement of plant material next season, and possibly additional plant material pending this planting.

In November, there was a list of additional items value engineered out of the project such as rugby goals, infield conditioner, and backstop rubber. There is a rugby tournament scheduled for August of this year, with the expectation that the rental of the fields will include rugby goals and corner markers. Where the landscaping is well within budget, staff recommends purchasing and installing removable (or portable goals for the synthetic field) at approximately $20,000; install the infield conditioner for the three fields for $25,000; and installing the backstop rubber for the three softball fields at approximately $10,000. There is still a remainder of approximately $24,000 which would be used for replacement of additional plantings in the future.

In 2004 the City issued $9,000,000 in General Obligation bonds. $4,000,000 was earmarked for parks and the ice arena, with the remainder budgeted for open space purchases. The City has been earning interest on the bond proceeds since the bonds were issued in 2004. In September, Council directed staff to use $150,000 of the interest earnings to complete the construction contract and to reflect this in the adjusted budget. Staff did not request an adjustment to the budget for the landscaping at that time, but waited for the budget process currently underway and have it coincide with the contract award for the landscaping. Staff now recommends allocating $300,000 of interest earnings to the Quinn's Ice/Fields Phase 2 project. This recommendation was prioritized by the CIP committee and is included in the City Manager's recommended budget, also to be discussed on May 24, 2007.

Department Review: This report was reviewed by City Manager, Legal Department, Sustainability Implementation Team, Recreation, Budget Debt and Grants.

Alternatives:

A. **Approve the Request:** Staff is requesting authorization to proceed with the Ice Rink and Sports Complex Landscaping project and award the construction contract on a form approved by the City Attorneys Office to Action Snowplow and Lawn Care, Inc., in the amount of Forty Five Thousand Eight Hundred Seventy Five and 50/100 Dollars ($45,875.50). Staff also recommends allocating $300,000 of interest earnings to the Quinn's Ice/Fields Phase 2 project as included in the City Manager's recommended budget.

B. **Deny the Request:** The landscaping of the Sports Complex will not proceed at this time.

C. **Continue the Item:** This would delay the project which would likely impact the completion of the landscaping.

D. **Do Nothing:** This will have the same impact as delaying the request.

Significant Impacts / Consequences of not taking the recommended action:
A delayed contract approval would impact completing the project prior to the Triple Crown tournament in July. The project is anticipated to begin soon after the execution of the contract upon receipt of bonds and insurance. The $300,000 in bond interest earnings for the Quinn's Ice/Fields project is included in the City Manager's recommended budget.

Recommendation:
Staff is requesting authorization to proceed with the Ice Rink and Sports Complex Landscaping project and award the construction contract on a form approved by the City Attorneys Office to Action Snowplow and Lawn Care, Inc., in the amount of Forty Five Thousand Eight Hundred Seventy Five and 50/100 Dollars ($45,875.50). Staff also recommends allocating $300,000 of interest earnings to the Quinn's Ice/Fields Phase 2 project as included in the City Manager's recommended budget.

Attachments:
Construction Agreement

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Action Snowplow and Lawn Care, Inc., P.O. Box 698, Kamas, UT 84036, which is a (*check one*) X_ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Ice Rink and Sports Complex Landscaping (hereinafter "Project"), which briefly consists of furnishing and installing: drip Irrigation piping for 23,000 square feet of planting area; spray irrigation piping and heads for 10,000 square feet of planting area; soil amendments; bark mulch; and installing owner supplied plants.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

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

The Contractor shall provide a Certificate of Insurance evidencing:

> **A.** Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.
>
> **B.** Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.
>
> **C.** Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Forty Five Thousand Eight Hundred Seventy Five and 50/100 Dollars ($45,875.50)**, (“Contract Amount”) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

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

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **July 8, 2007**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Twenty Dollars ($20.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor’s calculations.

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

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

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

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

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

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

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

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

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

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

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

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

<u>SECTION 21. OBEY LAWS</u>. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

<u>SECTION 22. NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

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

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

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

SECTION 23. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 24. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Matthew A. Twombly, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 25. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 26. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

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

PARK CITY MUNICIPAL CORPORATION

____
Thomas B. Bakaly, City Manager

ATTEST:

____
Janet M. Scott, City Recorder

APPROVED AS TO FORM:

____
City Attorney's Office

Action Snowplow and Lawncare, Inc.
P.O. Box 698
300 W. 300 N.
Kamas, UT 84036

____

__1281787-0142________________
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, ____, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

___ ________________________________

Notary Public

(This staff report was distributed last week and discussed during work session. Staff recommends approval of the Resolution.)

City Council
Staff Report

PARK CITY 1884

Sustainability Department

Author:	**Alison Butz**
Subject:	**CIP Policy – Green Building**
Date:	**May 17, 2007**
Type of Item:	**Administrative – Sustainable Communities**

Summary Recommendations:
Review the draft resolution enacting high performance building requirements for all City facilities to be built or renovated and provide Staff with comments. Staff will return for formal adoption of the resolution at the May 24th Council Meeting.

Description:
Topic:
Green Building Policy for City Projects

Background:
The City Council first incorporated Green Building practices with Capital Projects during the construction of the Ice Arena. During the design development phase, Staff and the architect used the LEED checklist to outline elements to incorporate into the construction. It was a determination that the City would use the LEED rating system internally but not formally enroll in the program.

During the construction of the Police Facility, the Council allocated an additional 4% above the cost of construction to be used towards green elements. Staff presented the LEED checklist to the Council to review as well as the “Built Green” list. During that Work Session discussion, the Council expressed concern that some of the “green” elements should be considered industry standard elements in all City projects, and not be counted towards the 4%. The direction was to prioritize green items that reduce long-term operating costs. Sustainable items in the design include, among others, a geo-thermal heating and cooling system, high efficiency glazing, lighting, and shading systems, and reducing the “heat island’ effect by including materials that reflect sunlight like a white roof and use of cement instead of asphalt. The design team projected overall energy savings of up to 30%.

Initial analysis of the 30 sustainable inclusions in the Police Facility design indicates the project’s success from both a LEED and Built Green standard. Preliminary estimates from the design team showed the project would reach approximately 23 points on a LEED rating scale (26 is certified). On a Built Green scale the project would receive approximately 242 points, over 3 times the 70 points necessary to be considered green.

These two projects have provided Staff with experience incorporating the existing desires of Council to incorporate green elements into Capital Projects and have highlighted inefficiencies that can be rectified through a new policy. Staff has drafted a new policy, with the assistance of Lisa Romney with Johnson Controls to address previous concerns.

If adopted, it is the intent of staff that capital projects would be evaluated for compliance with the policy rather than evaluate specific technology for each project. If Council would like certain technology used (solar, geo-thermal, etc.) or not used (air conditioning) in each project, then the resolution should reflect that. Staff recommends Council set a policy standard of what is to be achieved and allow flexibility on how staff achieves it.

Analysis:
Attached is the draft policy Staff recommends to incorporate Council's desire to add Green Building components within City Capital Projects. The Ice Arena and Police Facility, now complete and close to completion, have provided Staff with a learning experience to more clearly outline a process.

<u>Basic Standards</u> – Energy Star and LEED Certified
The draft policy requires all City facilities be designed to meet Energy Star. Past Council discussions focused Staff's efforts to reduce the long-term operating cost of a facility. Meeting a minimum certification score of 75 would guarantee that the facility would be energy efficient.

It is the intent of this Policy that, in order to obtain a cost-saving healthy environmental practice, all new construction and major renovation projects meet the LEED Certified level or comparable industry standard such as Built Green. This can be evaluated through the checklists that Council has seen for both the Police Facility and Ice Arena.

<u>Certification</u> – Not Required
With both the Ice Arena and Police Facility, the Council agreed that third party verification or official certification was not mandatory, especially considering additional cost would be incurred to do so. A third party would monitor the construction and test and verify the systems prior to occupancy. Only after the third party's inspection is complete can the building receive the Energy Star, LEED certification and/or other comparable industry standard.

This policy does not require the City go through the process of receiving Energy Star and/or LEED certification from the United States Green Building Council, instead, certification can be reviewed and requested on a case by case basis.

<u>Additional Elements</u>
The policy provides the City Council with the ability to approve additional funding for green design elements not to exceed 4% of total building costs, to be utilized to design and construct a high performance building above levels previously described in this resolution. Lisa Romney, along with local architects, state that the City can achieve

both the Energy Star and LEED Certified ratings with no net effect on initial budgets. Adding the ability to increase funding up to 4% of total building costs keeps the policy consistent with the City's current practices.

Timing of Council Review of Elements – Completion of Schematic Design
The review of the Energy Star and LEED Certified components, along with any additional green building elements will be done at the completion of the schematic design process. Staff will provide the Council with a professional cost estimate and a list of green elements, with pricing.

This portion of the policy resulted from issues during the design and construction of the Police Facility. In this case, the total project budget increased after initial cost estimates. Council authorized the 4% green building element to reflect the final cost. Adding in green elements, post schematic design, is inefficient since the general method of construction including mechanical and structural systems as well as building materials are already selected and engineered. Under this new policy if the final project cost of construction increases, Council can request the 4% reflect the final number and be incorporated into the building; or, Council may allocate the incremental amount of the full 4% of the total building costs to a CIP budget for energy and environmental improvements to other City facilities.

Type of Capital Project
The current remodel of the Recreation Center in City Park used green elements, however, no percentage of the overall construction cost was allocated to such elements. Under the proposed policy the recreation facility would not have met the minimum building square footage required to trigger the proposed Policy. Staff has listed the following exemptions and based the items off of Salt Lake City's Green Building resolution as a guide.

The draft policy allows for exemptions for the following projects.

- Any improvement that is not a building.
- Buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)
- Projects where the useful life of an improvement or other factors do not justify whatever additional expense would be incurred to increase a building's long-term efficiency.
- Projects where the application of LEED factors will increase construction costs beyond the City's funding capacity for the project.
- Projects where the use of LEED factors will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Projects where LEED factors are not attainable due to the nature of the facilities or the schedule for construction.
- In addition to the exemptions stated above, particular LEED factors shall not prevail over any prohibition in the City Code. The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Council.

Update on Projects

Ice Arena
The Ice Rink construction was the first Capital Project to specifically address Green Building. There have been questions as to whether, through the value engineering process, some green elements were eliminated. Staff reviewed the checklist prepared by the architect during the Design Development phase and spoke with the LEED accredited architect from the firm used for the Rink. The elements specified under the "Green Building Practices" that would have received credits toward LEED certification, are the use of an electric Zamboni (no carbon dioxide, carbon monoxide), and the current Ukko machine which is less polluting (no carbon dioxide, carbon monoxide or battery gases); and for the Ammonia refrigeration system (no ozone depletion); and the white reflective membrane roof. Additionally, the Ice Arena meets most of the sustainable sites credits (public transportation, alternative transportation (bicycles/trails) stormwater management), water efficiency landscaping. The concrete is recycled content, local materials, and recycling. The indoor environment has low emitting materials, CO_2 monitoring, ventilation, system controllability, thermal comfort, daylight views, and the building was designed by a LEED Accredited Professional.

On November 18, 2005, Council agreed the project would be designed to a "Certifiable" level. Council decided against obtaining the LEED certification commissioned through a 3rd party due to the increased cost to the project. Unless a project is reviewed by a 3rd party and received the LEED certification, the true tests and certification cannot occur. Staff finds that the elements outlined during the Design Development Phase of the project remained, and that the building meets Council's stated goal to pursue environmental sustainability projects. The design team represents that enough sustainable design features were incorporated to merit a LEED certification.

Police
The final project budget for the Police Facility came in at $7,047,500. This was $1.52 million above project budget estimates available at schematic design. With the increased cost of construction, Council requested staff increase the project budget for public art and green building.

At the time, with the increased green budget, Staff committed to exploring inclusion of solar energy systems and other environmentally friendly options, consistent with Council's environmental strategic plan. Staff will provide the analysis after construction is complete, on the appropriate use of the incremental $54,000 allocated towards green building resulting from the increase project budget. Currently, the Police Facility construction has incorporated $177,050 in green building elements based on the schematic cost estimate. Staff plans to move forward with the analysis post construction. However; Council under the draft policy retains the ability to place the additional $54,000 from the increased cost of construction into a Green CIP account that can be used for energy efficient upgrades to other City facilities.

Recreation Building

The Recreation Center in City Park used green elements while no percentage of the overall construction cost was allocated to such elements. Recreation building construction added sky lights for day-lighting, 90%+ efficiency heaters, new energy efficient windows, new low voltage lighting, and low V.O.C. products. The valves in the restrooms were replaced with battery operated sensor actuated flushometer (valves) for toilets, urinals, and faucets for sinks.

Shell Space

The budget for the Shell Space includes a 4% allocation for green elements at a approximate cost of $60,000. The estimated cost of construction at this time, based on Design Development drawings is $1,833,761. Staff and the architect recommend the installation of a sod-roof system, for $81,938, which consists of vegetation cover over roofing membrane. The installation of sod-roof system has an incremental cost difference of $60,000 from the installation of a typical membrane roof. Cities increasingly struggle to cope with the urban heat island effect, stormwater runoff, and loss of greenspace. Sod-roof systems are becoming one of the more popular “green” elements. In New York City, the Earth Pledge Green Roofs Initiative has a mission of spreading and supporting the installation of green roofs. With support from the U.S. Environmental Protection Agency, they have established a network of stakeholders, educators, developers, and government agencies in order to facilitate the expansion of green roofs. The city of Chicago installed a green roof on its city hall in 2001. Staff finds the installation of the sod-roof meets Council’s Strategic Plan Goal (attached Exhibit A) to pursue model environmental sustainability projects that are working symbols of the city’s commitment.

The Shell was designed consistently within the existing practice of 4% cost of construction. In addition to the sod roof, the Shell Space design incorporates basic green components such as polished concrete floors for the first level units, energy efficient lighting, 90%+ energy efficient furnace and energy efficient windows. At this time analysis has not been conducted to verify consistency with the new proposed City policy.

Recently, questions have been raised about the efficiency of the HVAC systems. As currently designed there are 4 separate mechanical systems – 1 for each of the 3 tenant spaces, and an additional system specific for the sensitive radio equipment. If directed, staff could investigate the use other mechanical systems. However, to redesign the 100% construction documents it would take approximately one month, and would cause the project to incur additional cost, especially considering the project is currently out to bid. The time delay would also push back the Marsac remodel for a month because it cannot begin until KPCW moves into the new Shell Space. Staff would not recommend this course of action.

Marsac Remodel

Staff will return to Council with a discussion about the Marsac remodel and compliance with the new resolution if adopted.

Significant Impacts:
No significant impact to the budget meeting Energy Star and LEED standards as outlined. No net increase to budget, unless certification was required since current practice identifies 4% of the project construction costs be allocated towards green elements.

Department Review:
All applicable departments have reviewed the proposed resolution and their comments have been incorporated.

Ron Ivie, Park City's Building Official, stated concern requiring the projects to comply with two different standards. Ron suggested selecting one standard and recommended that be the Energy Star designation. Energy Star is a Federally funded program through the EPA and cost of certification is significantly less than LEED. Staff reviewed Ron's recommendation and continues to support the use of both standards since Energy Star does not incorporate such items as site design, building placement and use of environmentally friendly materials.

Recommendation:
Review the draft resolution enacting high performance building requirements for all City facilities to be built or renovated and provide Staff with comments. Staff will return for formal adoption of the resolution at the May 24th Council Meeting.

Attachments:
Exhibit A – Council adopted Environmental Strategic Plan
Exhibit B - Draft Resolution

Exhibit A
Park City Municipal Environmental Strategic Plan

Resolution No. 04-06

A RESOLUTION DECLARING PARK CITY'S GOALS, POLICIES AND STRATEGIES IN PROMOTION OF ENVIRONMENTAL INITIATIVES FOR PARK CITY MUNICIPAL AND THE COMMUNITY.

WHEREAS, Park City recognizes that a healthy natural environment is critical to wellbeing of our society.

WHEREAS, Park City aims to provide long-term environmental health for the Park City region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends.

WHEREAS, Park City will continually improve the efficient use of all energy resources in order to ensure a future with a secure and sustainable energy supply.

WHEREAS, Park City will work with local organizations to promote and encourage environmental programs for the community.

NOW THEREFORE, be it resolved by the City Council of Park City as follows:

SECTION 1. GOALS.

- Encourage best available green building practices for city and private development
- Balance cost of environmental initiatives with other funding priorities
- Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
- Increase recycling levels in City operations and in the community
- Continually improve the efficient use of all energy resources in order to ensure a future with a secure and sustainable energy supply
- Look to increase the amount of clean and renewable energy purchased and utilized
- Enforce existing land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities
- Mitigate historic mining impacts in a manner that facilitates local stakeholder decision-making and achieves regulatory compliance
- Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed

SECTION 2. STRATEGIES AND POLICIES.

- Continue to educate ourselves on concepts and best practices in environmental initiatives through conferences & seminars
- Co-sponsor & promote educational programs

- Support Recycle Utah in their effort to obtain 5 tub grinders for construction and yard waste
- Encourage increased transit use, with new service in the County
- Support discussions for transit options between Park City and surrounding areas.
- Target a location for a Park and Ride lot and investigate alternative transportation options from the lot
- Review and discuss bio-diesel program for City Fleet Vehicles
- Initiate discussions with local suppliers to provide bio-diesel fuel to the Park City community
- Promote use of bio-diesel fuel to other businesses with fleet vehicles
- Launch an employee education program including anti-idling messages
- Continue to fund and administer the Environmental Management System
- Encourage property owner use of the top soil assistance program
- Improve City input to watersheds
- Meet regulatory requirements for the conservation reserve program and storm water management program
- Comply with federal and state environmental laws
- Support Leadership Class as they encourage developers, builders, and all stakeholders to become more aware of the positive aspects of “Green Building
- Encourage & monitor the sustainable activities of other non-profit, business and governmental organizations
- Pursue model environmental sustainability projects that are working symbols of the city’s commitment
- Encourage year-round community water conservation programs
- Pursue open space protection opportunities
- Enhance current trail system and identify new trail opportunities

SECTION 3. EFFECTIVE DATE. This resolution shall become effective upon adoption.

Passed and adopted this 2nd day of March 2006.

Resolution No.

A RESOLUTION ADOPTING GREEN HIGH PERFORMANCE BUILDING REQUIREMENTS FOR ALL NEW OR RENOVATED PUBLIC BUILDINGS, OWNED AND CONTROLLED BY PARK CITY, UTAH AND ALLOCATION OF 4% MAXIMUM ADDITIONAL BUDGET TO ACHIEVE HIGHER LEVELS OF CERTIFICATION AND PROMOTE ENERGY EFFICIENCY AND SUSTAINABLE DESIGN

WHEREAS, the City desires to promote sound environmental practices in new construction and renovation of facilities that are funded by the City; and

WHEREAS, high performance building standards promote a healthy environment, provide long-term cost benefits through the efficient use of energy, optimize building performance, and create healthier workplaces for employees and visitors; and

WHEREAS, a strategic approach to sustainable buildings and energy management can produce twice the savings for the bottom line and the environment as typical approaches; and

WHEREAS, the Environmental Protection Agency (EPA) and Department of Energy (DOE) Energy Star Program is designed to help reduce energy costs and protect the environment through efficient products, homes, industrial plants, and buildings; and

WHEREAS, the Energy Star program includes free online benchmarking and monitoring tools for simple implementation of the program; and

WHEREAS, it is accepted by the professional engineering community that an Energy Star rating of a minimum of 75 can be achieve with no net impact on the first costs of a project; and

WHEREAS, the Leadership in Energy and Environmental Design (LEED) rating system, which is a system created by the United States Green Building Council (USGBC) to provide a national standard for healthy environmental and energy efficient design; and

WHEREAS, many professionals in our region are familiar with the LEED process, which is considered to be a consensus-based national standard for developing high-performance, sustainable buildings; and

WHEREAS, the foregoing alternative standards provide for various certifications designated as “Certified,” “Silver,” “Gold,” or “Platinum,” based on the number of specified environmental practices incorporated into a project, with “Certified” being the lowest level of certification; and

WHEREAS, there is consensus in the professional community that LEED Certification can be achieved with no net effect on initial budgets; and

WHEREAS, Park City understands that additional energy efficiencies, further reductions in environmental impact, and increased benefits to health and safety of employees and visitors can be achieved by achieving higher levels of Energy Star rating and LEED certification; and

WHEREAS, the purpose of this Policy is to adhere to high performance building practices, and provide additional funding to ensure Park City facilities are the most energy efficient, cost effective, environmentally responsible, and safe and healthy buildings in the State of Utah; and

WHEREAS, the City has determined to require the use of Energy Star and LEED standards on all new construction and major renovations in order to obtain the benefits promoted by those standards;

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

SECTION 1. REQUIRE FACILITIES BE DESIGNED TO MEET ENERGY STAR.
It is the intent of the City Council of Park City that all new buildings and major renovations be designed to meet Energy Star certification to a score of 75 or higher. The City Council understands that Energy Star certification cannot be awarded until an entire year of building operations have past. After one year, energy use will be reviewed, buildings will be benchmarked using the Energy Star inventory, and Energy Star certification will be achieved. Energy Star knowledge and implementation experience shall be required, but not individually controlling, selection criteria for service providers and contractors for all Park City building projects.

SECTION 2. REQUIRE FACILITIES BE DESIGNED TO LEED "CERTIFIED" LEVEL OR COMPARABLE INDUSTRY STANDARD.
It is the intent of this Policy that, in order to obtain the benefit of reduced operating and maintenance costs and other building efficiencies, as well as cost-saving healthy environmental practices, all new construction and major renovation projects meet the LEED Certified level or comparable industry standard such as . This policy does not require the City go through the process of receiving LEED certification from the United States Green Building Council, instead, certification can be reviewed on a case by case basis.

SECTION 3. RESOLUTION APPLIED TO THE FOLLOWING PROJECTS.
Park City will apply this policy to the following construction projects when the project's design contract is first solicited after the date of this Resolution, except as exempted or waived under this Resolution: All new construction to construct buildings owned and controlled by the City that are larger than 3,000 square feet, and all major renovations of buildings owned and controlled by the City that are larger than 3,000 square feet when the building has a remaining useful life in excess of fifteen years. The term "major renovation" means a construction project affecting more than 25% of the building's square footage.

SECTION 4. EXEMPT PROJECTS FROM THIS POLICY WITH CITY COUNCIL APPROVAL.
Park City will not apply this resolution to the following, and City departments are required to document the reason for the exemption:

- Any improvement that is not a building.
- Buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)
- Projects where the useful life of an improvement or other factors do not justify whatever additional expense would be incurred to increase a building's long-term efficiency.
- Projects where the application of LEED factors will increase construction costs beyond the City's funding capacity for the project.
- Projects where the use of LEED factors will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Projects where LEED factors are not attainable due to the nature of the facilities or the schedule for construction.

In addition to the exemptions stated above, particular LEED factors shall not prevail over any prohibition in the City Code. The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Council.

SECTION 5. ADDITIONAL FUNDING FOR PROJECTS TO ACHIEVE INNOVATIVE ENERGY AND ENVIRONMENTAL PERFORMANCE.
At completion of the schematic design process, a professional cost estimate will be done and a list of green elements, with pricing, will be provided to the City Council. The City Council will approve green design elements and allocate any additional funding, not to exceed 4% of total building costs, including approved change orders, to be utilized to design and construct a high performance building above levels previously described in this resolution. If the City Council is unable to allocate the full 4% of the total building costs the remaining amount may at the Council's discretion be placed into a CIP budget for energy and environmental improvements to other City facilities.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 24th day of May, 2007.

City Council Agenda Report

PUBLIC WORKS DEPARTMENT
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5301
Fax 435.615.4904
www.parkcity.org

DATE: May 24, 2007
DEPARTMENT: Public Works
AUTHOR: Pace Erickson, Operations Manage
TITLE: 2007 Pavement Management
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Accept the 2007 Asphalt Overlay, Slurry Seal, Crack Seal and Utility Adjustment bids and authorize the City Manager to enter into an agreement with Kilgore Paving for pavement overlays in the amount of $ 289,203.30, Intermountain Slurry Seal for slurry seals in the amount of $111,004.61, Kilgore Paving for crack seal in the amount of $71,760.00 and CTS Utilities for utility adjustments in the amount of $34,800.00 in a form approved by the City Attorney.

DESCRIPTION:

Topic. Pavement Management Program 2007

Background. The pavement management program maximizes pavement life and minimizes pavement costs by identifying the time frame for carrying out appropriate maintenance or rehabilitation. The benefit of this practice is to extend pavement life and reduce the overall life cycle cost. Pavements typically deteriorate in a non-linear fashion. Twenty-five percent of the deterioration occurs during the first seventy-five percent of pavement life. The more cost-effective maintenance should occur when the pavement is still in fair condition. Pavement repairs can be done inexpensively using sealing and overlay techniques. Proper pavement management should minimize the need for costly pavement reconstruction.

The pavement management plan has been up-dated several times in the last ten years most recently in 2006 by Local Technology Assistance Program (LTAP) a group affiliated with Utah State University. The review consisted of visually inspecting the surface of every city street, analyzing the data, ranking streets, developing implementation plans based on different funding levels and supplying Park City Municipal Corporation with a tool to develop future pavement management plans.

Pavement condition reports have identified the overall condition of Park City's pavement system. A remaining service life (RSL) scale is used with 20 year remaining life being pavement in the best possible condition and a 0 year remaining life being the worst. This condition report includes the effect of surface, base, subgrade, load, environmental conditions and materials.

Pavement Condition Warranted maintenance/rehabilitation effort based on remaining service life (RSL)

16-20	RSL	Minimal - crack sealing
12-15	RSL	Some - minor patching, fog seals and crack sealing
8-11	RSL	Routine - thin overlays or slurry seals
4-7	RSL	Increasing - thicker overlays or possible reconstruction
0-4	RSL	High - surface or base reconstruction, possibly subgrade stabilization or total reconstruction

The average remaining service life of all Park City pavements is 9.73 years. A value of 9.73 means that a pavement is in a routine maintenance category requiring thin to medium thickness overlays, slurry sealing and crack sealing to extend the service life of the pavements. Delay would increase the cost of repair significantly for these pavements. In a sense, they are the optimal pavements for repair. All pavements which are determined to have an RSL of 4 or below while can benefit from some very thick overlays are beyond restoration within the pavement management program. These pavements are patched as soundly as possible and are sent to the CIP budget for consideration for reconstruction.

LTAP recommends a RSL of 10 years which is optimum for pavements in the intermountain area. An RSL of 9.73 puts Park City very close to achieving the recommended RSL. Staff has put together a future resource allocation inventory which will allow Park City to achieve an RSL of 10 by the year 2011 with current funding and materials cost levels.

The higher we can keep the pavement score the less expensive they will be to repair and maintain. Due to the severe winters in 2004-05 and 2005-06 Park City has invested between $600,000 and $900,000 per year due to wet spring conditions coupled with freeze/ thaw patterns. All indications are showing the road network did not take the beating it has in the last two years due to a warmer and less snowfall winter.

Asphalt forecast

Staff has seen asphalt costs stabilize somewhat from last year. Delivered asphalt prices have remained at around $80.00 per ton. Staff believes costs will not fall below this level in the near future

Analysis.

The sealed bid notification/process was advertised in the Park Record and Salt Lake Tribune.

Slurry Seal

The following streets have been identified within the pavement management program as requiring 61,403 square yards of slurry seal as part of the overall pavement management strategy.

Section/ Street Name

Oak Wood Crt: Oakwood Dr to end CDS

Oak Wood Crt.

Iron Mountain Dr: Iron Canyon Dr to Iron Canyon Dr

Iron Canyon Dr: Payday Dr to Iron Mountain Dr

Iron Canyon Dr: Iron Mountain Dr to Iron Mountain Dr

Holiday Ranch Loop Rd: Little Kate to Little Kate

Deer Valley Dr: Divide to Potters Ln

Deer Valley Dr: Royal St to Merge

Deer Valley Dr: 2130 Deer Valley Dr to Royal Street

Deer Valley Dr: Deer Valley Dr to Divide

Deer Valley Dr: Potters Ln to Royal St

Deer Valley Dr: Royal St to 1900 Deer Valley Dr

Deer Valley Dr: 1900 Deer Valley Dr So to DV Dr So

Aerie Dr: HWY 224 to Mellow Mountain Rd

Silver Cloud DR: Meadows Dr to Silver Cloud Ct

Crescent Dr: Three Kings Dr to end

Lucky John Dr: Little Kate to American Saddler Dr

Mountain Ln: Crestline Dr to End CDS

Racquet Club Parking Lot

Crack Seal

Crack seal is an excellent way to prolong pavement life by sealing the surface cracks to prohibit water penetration on pavements which are in relatively good condition. However, all pavements in various stages and condition benefit from crack sealing. Public Works will apply 40 tons of crack seal to city streets identified as needing crack seal:

Section/ Street Name

Shortline Rd: Iron Horse to HWY 224

14th Street: Woodside Ave to Park Ave

12th Street: Park Ave to Norfolk Ave

Park Ave: Deer Valley Dr to 14th Street

Golden Eagle Dr: Royal St to Royal St

Iron Horse Dr: Park Ave to Bonanza Dr

Royal Street: Centennial Dr to Silver lake Dr

Meadows Drive: Sunny Slopes to Silver Cloud

Eagle Ct: Golden Eagle Ct to south end CDS
Centennial Dr: Royal Street to Centennial Dr
King Road: Main Street to Sampson Ave
Creek Dr: HRLR to end
Upper Norfolk Ave: King Rd to end
Main Street: Turn around to Daly Ave
Little Bessie: Monarch to Comstock
Ina Ave: Monarch to Comstock
Monarch Dr: End of CDS to end of CDS
Estates Dr: American Saddler to AS
Thaynes Canyon Dr: HWY 224 to Payday Drive
Manor Way: Lowell Ave to Empire Ave
Sunny Slopes Dr: Meadows Dr to Fairway Hills Ct
Queen Ester Dr: Deer Valley to Telemark Dr
4th Street: Main Street to Park Ave
Thistle St: Telemark Dr to Sunridge Dr
Upper Park Ave: King Rd to Heber Ave
Prospector Ave: Bonanza to Gold Dust Ln
Monitor Dr: Lucky John to Little Kate
Lucky John Dr: Little Kate to Little Kate
Meadows Dr: HWY 224 to Aspen Springs Dr
Sunridge Dr: Solomere to Oakwood Dr
Public Works Surface Lots

Utility Adjustments

Utility adjustments are required after an overlay to raise manholes, water valves and monument markers to the same grade as the pavement surface. Some require lowering prior to an overlay due to the milling process in advance of an overlay. 12 water valves and 29 manholes have been identified as needing to be adjusted prior to overlay application:

Section/ Street Name	**Water/Survey**	**Manholes**
McHenry Ave: Rossi Hill Dr to 335 McHenry	1	0
McHenry Ave: 335 McHenry to End CDS	4	2
Lucky John Dr: Little Kate Rd to Evening Star Dr	1	7
Lowell Ave: Silver King Dr. to Manor Way	0	10
Homestake Dr: HWY 224 to HWY 248	1	3
Stanford CT: Centennial Dr to end CDS	0	1
Meadows Dr: Fairway Village Dr to Lupine Ln	0	0
Meadows Dr: Lupine Ln to Sunny Slopes	3	1
Daystar Cir: Telemark Dr to End CDS	1	0
Deer Valley Dr: 2100 Deer Valley Dr S to 2280	0	1

DVDS		
Mellow Mountain Rd: Seasons Dr to 1,000 ft	1	4
McHenry Ave: Rossi Hill Dr to 335 McHenry	1	0
McHenry Ave: 335 McHenry to End CDS	4	2
Lucky John Dr: Little Kate Rd to Evening Star Dr	1	7
Lowell Ave: Silver King Dr. to Manor Way	0	10

Overlays
The following streets and Bike Paths have been identified within the pavement management program to receive a total of 3,026 tons of asphalt in the form of overlays as part of the overall pavement management strategy:

Section/ Street Name

McHenry Ave: Rossi Hill Dr to 335 McHenry
McHenry Ave: 335 McHenry to End CDS
Lucky John Dr: Little Kate Rd to Evening Star Dr
Lowell Ave: Silver King Dr. to Manor Way
Homestake Dr: HWY 224 to HWY 248
Stanford CT: Centennial Dr to end CDS
Meadows Dr: Fairway Village Dr to Lupine Ln
Meadows Dr: Lupine Ln to Sunny Slopes
Daystar Cir: Telemark Dr to End CDS
Deer Valley Dr: 2100 Deer Valley Dr S to 2280 DVDS
Mellow Mountain Rd: Seasons Dr to 1,000 ft

Total Tons 2,668

Bike Path Section

Sunny Slopes Trail: Meadows Dr to Round Vly Way End
Meadows Dr Trail: Sunny Slopes Dr to Am Saddler

Total Tons 358

Bid Results

There were three bids received for street overlays, one bids for slurry seals, six bids for crack sealing and three bid for utility adjustments:

Slurry Seals		
Intermountain Slurry Seal	**$111,004.61**	**(Recommended)**
Crack Sealing		
Park City Seal Coat	$66,000.00	(did not include a required bid bond)
Kilgore Paving	**$71,760.00**	**(Recommended)**
Bonneville Asphalt	$75,000.00	
Superior Asphalt	$77,800.00	
Intermountain Slurry Seal	$80,000.00	
Anderson Paving Maintenance	$84,000.00	
Utility Adjustments		
CTS Utilities	**$34,800.00**	**(Recommended)**
Staker & Parsons Company	$40,745.00	
Precision Manholes	$47,473.00	(did not include a required bid bond)
Street & Bike Path Overlays		
Kilgore Paving	**$289,203.30**	**(Recommended)**
Staker & Parsons Company	$293,073.68	
Granite Construction	$386,566.00	

D. **Department Review**. Bids were reviewed by the Public Works Department and contracts reviewed by the Legal Department. Funds are designated in the CIP fund and are appropriated under line item 31-43311 in the amount of $985,210.00 for the year 2007. Any unspent funds prior to June 30, 2007 will be "carried over" to next year as per City budget policy.

ALTERNATIVES:

A. Approve awarding and authorize staff to enter into an agreement with the lowest qualified bidder.

Kilgore Paving for pavement overlays in the amount of $ 289,203.30, Intermountain Slurry Seal for slurry seals in the amount of $111,004.61, Kilgore Paving for crack seal in the amount of $71,760.00 and CTS Utilities for utility adjustments in the amount of $34,800.00 (Staff Recommended).

B. Change scope and re-bid the 2007 pavement management program.

(Staff does not recommend this alternative).

C. Reject all bids.

(Staff does not recommend this alternative).

SIGNIFICANT IMPACTS:

The pavement management plan is designed to maintain and improve Park City pavement quality. Approval of less than the recommended program will cause a decline of pavement quality.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Failure to maintain an adequate pavement management program will increase maintenance dollars in subsequent years and lower overall pavement quality.

RECOMMENDATION: Alternative A: Accept the 2007 Asphalt Overlay, Slurry Seal, Crack Seal and Utility Adjustment bids and authorize staff to enter into an agreement in a form approved by the City Attorney with:

Kilgore Paving for pavement overlays in the amount of $ 289,203.30 and crack seal in the amount of $71,760.00

Intermountain Slurry Seal for slurry seals in the amount of $111,004.61

CTS Utilities for utility adjustments in the amount of $34,800.00

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of **_June_**___, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and **_KILGORE PAVING & MAINTENANCE_**, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the **BID SCHEDULE B – CRACK SEAL AND BID SCHEDULE D – OVERLAYS** (hereinafter "Project"), which consists of **See Scope of Work attached.**

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

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

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

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

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

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.
If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then

City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

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

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

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

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

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

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to

persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3. The first increase to Two Million Dollars ($2,000,000) combined single limit per occurrence will take effect July 1, 2007.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Bid Schedule B – Crack Seal $1794/ton and Bid Schedule D – Overlays $289,204** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.
The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

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

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days;

(4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

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

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

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

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

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

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

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.
B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

CONTRACTOR
Jason Kilgore
KILGORE PAVING & MAINTENANCE
P.O. Box 189
Magna, UT 84044
7057 West 2100 South
West Valley City, UT 84128
801-382-6575
801-382-6576 fax

____

Signator, Title

____
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, ____, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of **June**, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and **INTERMOUNTAIN SLURRY SEAL, INC.** which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the **BID SCHEDULE C – SLURRY SEAL TYPE III AND SLURRY SEAL TYPE IV** (hereinafter "Project"), which consists of **See Scope of Work attached**.

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

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

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

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

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

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.
If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then

City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

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

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

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

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

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

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to

persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3. The first increase to Two Million Dollars ($2,000,000) combined single limit per occurrence will take effect July 1, 2007.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Bid Schedule C – Slurry Seal Type III ($86,715); and Type IV- ($19,918) and Fog Seal ($4,318) for a total of One Hundred Eleven Thousand and Four Dollars and Sixty One Cents (111,004.61)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

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

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

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

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

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

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

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

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

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

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

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

This plan shall be written and shall address, to the satisfaction of the Community Development Department.

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

CONTRACTOR
INTERMOUNTAIN SLURRY SEAL, INC.
1000 NORTH WARM SPRINGS
SALT LAKE CITY UT 84116
801-526-6406
801-526-6198 fax

____
Signator, Title

____
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, ____, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of **_June_**, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and **_CTS UTILITIES LLC_**, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the **BID SCHEDULE A – UTILITY ADJUSTMENTS 2007** (hereinafter "Project"), which consists of **See Scope of Work attached**.

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

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

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

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

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

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.
If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the

release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

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

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

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

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

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

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to

persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3. The first increase to Two Million Dollars ($2,000,000) combined single limit per occurrence will take effect July 1, 2007.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Thirty Four Eight Hundred Thousand Dollars ($34,800)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.
The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

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

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days;

(4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

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

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

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

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

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

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

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

ATTEST:

____
City Recorder’s Office

APPROVED AS TO FORM:

____
City Attorney’s Office

CONTRACTOR
CTS UTILITIES LLC
P.O. BOX 962
PLEASANT GROVE UT 84062
801-362-1898
Tax ID # 20-3174547

____
Signator, Title

____
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, ____, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

This item was tabled and the Agreement was distributed under separate copy last week. Please bring your copy to the meeting. It can also be viewed on line under "Government, Meetings and Agendas".

City Council
Staff Report

PARK CITY 1884

Recreation & Library Department

Author:	**Ken Fisher, PCMC**
	Bonnie Park, SBSRD
	Steve Oliver, PCSD

Subject:	**Joint Use of Facilities for Recreation**
Date:	**May 24, 2007**
Type of Item:	**Legislative**

Summary Recommendations

Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between SBSRD, PCMC and PCSD for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

Description:

Topic: Three-way Agreement for Joint Use of Facilities for Recreation

Background:

The Recreation Round Table was established in 2005 as a forum to discuss how our three tax supported entities provide public recreation facilities and services. On March 24, 2005 the Round Table met to pinpoint issues, define interests and identify goals of the agencies. Attendees included Sharon Odell, Lauren O'Malley and Bonnie Park (SBSRD), Jim Hier, Candy Erickson, Tom Bakaly and Ken Fisher (PCMC), Dave Chaplin, Kathryn Adair, Vern Christensen, Dave Adamson and Von Hortin (PCSD). Park, Bakaly and Adamson were directed to establish a sub-committee to evaluate the existing agreements. Policy makers recognized they would need staff input, guidance and recommendations. Consequently, parks, recreation, administration and athletic staff of the three jurisdictions have held several meetings at several levels over the last two years to improve communication and coordination between the three agencies.

A key directive of the initial Round Table was to renew and update agreements. Those agreements included:

1. MOU for Cooperative Youth Sports Programming that expired August 2005 and is incorporated into the Agreement for Joint Use of Facilities for Recreation
2. PCMC/PCSD Lease and Use Agreement (Exhibit E) that was entered into November 1990
3. Interlocal Lease and Use Agreement between SBSRD and PCSD (Exhibit F) that was entered into December 1996
4. PCMC/SBSRD Interlocal Ice Agreement (Exhibit G) that was entered into in August 2004

It was also recommended that communication be improved and a problem solving mechanism to resolve issues be defined.

Analysis:
Although there are existing Agreements adopted in the 1990's. Basin Recreation had nothing more than a hand shake agreement with Park City School District for use of gym facilities at Ecker Hill Middle School. At Trailside Elementary, there was no formalized agreement adopted for field operations and maintenance, programming, or gym use. The MOU for youth sports between SBSRD and PCMC had expired. There was no agreement for use of the Racquet Club for Park City High School Tennis, or for SBSRD Junior Jazz Basketball. The role of the Field House in supporting PCHS athletics was just beginning to be understood.

In attempting to update the original agreements, it became clear that the three agencies are very much intertwined in providing fields and facilities for recreation. Consequently, a three-way use agreement was developed. It proposes to leave the 1990's agreements in full force and effect, so long as they do not conflict with updated provisions of the 2007 agreement.

The Joint Use Agreement is intended to *"reflect reality"* in the way our facilities are currently managed and to guide the efficient delivery of recreation facilities and services in the greater Park City area. It clarifies and augments the existing agreements. Staff has already implemented many of the proposed practices. For example, communication has improved between park and recreation department personnel and physical education teachers to avoid conflicts between P.E. classes and field maintenance activities. The site-specific policies describe topics such as ownership, maintenance, hours of use, scheduling and coordination, improvements, and compensation so that as leadership changes are made over time, there is a blue print for policy makers, administration and operations staff to follow. The site-specific policies are also designed to streamline the communication of policy decisions through the organization. For example, those at the operations level who need to know how the shared use of facilities occur at Treasure Mountain, do not necessarily need to know how the shared use of facilities occurs at Trailside Elementary or Ecker Hill.

This joint use agreement has taken two years to create in part because of busy schedules and personnel changes. Also new facilities, including Willow Creek Park, Park City Sports Complex and Dozier Field were being constructed and opened while staff grappled with how these public facilities could be used for the greater good while, at the same time, protecting the interests of each jurisdiction. Significant time was spent working through the proposed Field Use Policies (Exhibit D) which, to the extent possible, are intended to generally govern field use with consistency between the three entities. These policies incorporate a newly developed field cancellation "matrix" for increased consistency in decision-making when games are cancelled. The policies contemplate a new way of managing fields utilizing the "tier system." The tier system is intended to balance out the use and maintenance of fields. Each field is classified according to the use, impact of play and the level of service at which turf is to be maintained. Practice areas have also been identified.

The fiscal impacts are shared between the entities. Practically speaking, from an administrative perspective, it is very difficult to accurately charge for utility costs for use of the fields and facilities between the entities. As partners in providing public recreation, staff recommends that it is best to share the burden without annual billing between the jurisdictions in certain circumstances.   The site specific policies call out specific situations when the entities will pay for services provided by another jurisdiction.

On March 28, 2007 Board and Council Liaisons were invited to review the proposed three-way agreement. Attendees included Sharon Odell, Kathy Clark and Bonnie Park (SBSRD), Jim Hier, Candy Erickson, Tom Bakaly and Ken Fisher (PCMC), Charles Cunningham and Steve Oliver (PCSD). All present supported the proposed joint use agreement.

In recent weeks, the Agreement has been reviewed by SBSRD and PCSD legal advisors and the Park City attorney. It is now poised for consideration and approval on the following dates:

Basin Recreation Board	Wednesday, May 16, 2007
Park City Council	Thursday, May 24 2007
Park City School Board	Tuesday, May 22, 2007

Department Review & Input Received From: SBSRD, PCSD**,** Recreation & Library Department, Legal, & the City Manager

Alternatives:
A. Approve the Request: Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between SBSRD, PCMC and PCSD for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

A. **Modify the Request:** If Council wishes to modify the request with regards to the three way Agreement for Joint Use of Facilities for Recreation they may do so

B. **Deny the Request:** Council may deny the request to join in the attached Agreement. Doing so will leave uncertainty on how to administer and share use of local recreation facilities.

C. **Continue the Item:** Council may continue the discussion to a later date.

D. **Do Nothing:** This will result in confusion and a lack of clarity

Significant Impacts: By approving the attached agreement between PCMC, PCSD and SBSRD there will be greater interagency cooperation in the delivery of recreation to the Park City community consistent with Council Goal #6 (Regional Collaboration & Partnerships).

Consequences of not taking the Recommended Action: If Council does not take the recommended action recreation will be provided in an inefficient manner, Interagency relations could be damaged and recreation will no longer be provided in a seamless manner to residents of the area.

Resolution No.

RESOLUTION ADOPTING A JOINT USE OF FACILITIES RECREATION INTERLOCAL AGREEMENT BETWEEN THE PARK CITY SCHOOL DISTRICT, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, AND PARK CITY MUNICIPAL CORPORATION

WHEREAS, the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation provide recreation programs and facilities to citizens in the Greater Park City Area; and

WHEREAS, the City Council deems it in the best interest of the community to designate rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services; and

WHEREAS, the Recreation Round Table, represented by the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation was established in 2005 to clarify the intent of previous informal agreements and to incorporate current practices of the three tax-supported entities providing public recreation into one comprehensive document; and

WHEREAS, regional collaboration and partnerships is a high priority identified by the Park City Council in its 2007 annual goals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that:

SECTION 1. INTERLOCAL AGREEMENT ADOPTED. The attached Interlocal Agreement is hereby adopted.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 24th day of May, 2007.

City Council
Staff Report

Author:	**Gary Hill, Budget, Debt, and Grants Manager**
Subject:	**FY 2007 Revised Budget, FY 2008 Budget, FY 2009 Plan**
Date:	**May 24, 2007**
Type of Item:	**Discussion/Legislative**

Budget, Debt, & Grants

Description:

Topic:
FY 2007 Revised Budget, FY 2008 Budget, and FY 2009 Financial Plan

Background:
On May 3rd staff delivered the City Manager's Recommended Budget (Tentative Budget) to City Council and discussed proposed changes to the City's Pay Plan. On May 17th Council and Staff discussed Special Service Contracts, Departmental Budget Requests, and sales tax. Additional public hearings are currently scheduled for May 24th, 31st, June7th, 14th, and 21st. Discussion/action is slated for these dates as follows, barring changes as needed:

May 24th – Capital Improvement Projects (CIP process; Longterm/Citywide needs, new projects)

May 31st – Capital Improvement Projects (cont.), Walkability Projects, Water Impact Fees and Capital Facilities Plan, Outstanding Budget Issues

June 7th – City Service Fees, Policies and Procedures, and Adoption of the Tentative Budget

June 14th – Resort and Transit Tax discussion and Policies and Procedures

June 21st – Final Adoption of Budget

Analysis:
On May 24th, staff will focus on the CIP. Topics for discussion will include the following:

1) Existing Needs and Debt Requirements
2) CIP Process
3) Ongoing Projects
4) Walkability Implementation
5) Recreation Projects
6) Public Works/Streets Improvements
7) Other Projects

<u>Existing Needs and Debt Requirements</u>
The City has been experiencing a period of growth related to a very healthy economy. It should be noted that revenue growth is largely attributable to sales tax. Park City experienced an 8% increase in total sales tax revenue last year, and saw a correspondingly

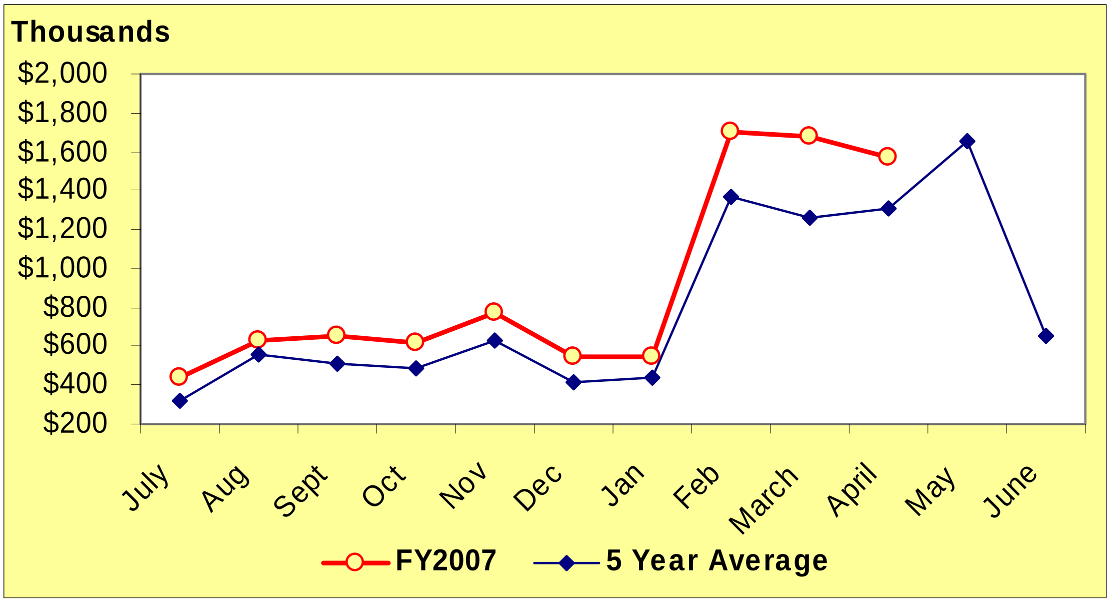
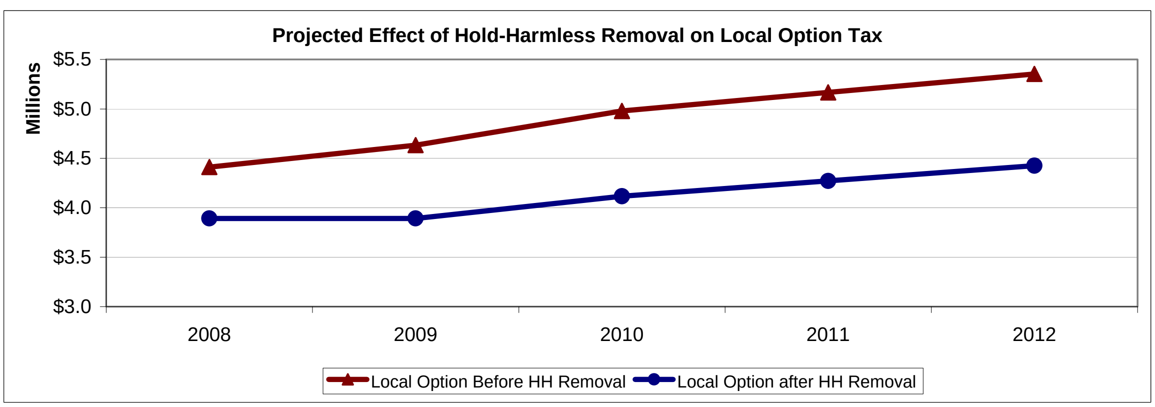


Figure 3 – FY 2007 Sales Tax Revenues compared to 5-Year Average

large transfer of General Fund surplus to the CIP (approximately $6 million) to assist with unfunded capital projects. Last year constituted an all-time peak in sales tax collections. History would indicate that growth at this rate cannot be sustained, however, and therefore should be treated as one-time in nature consistent with Council-adopted budget policies.

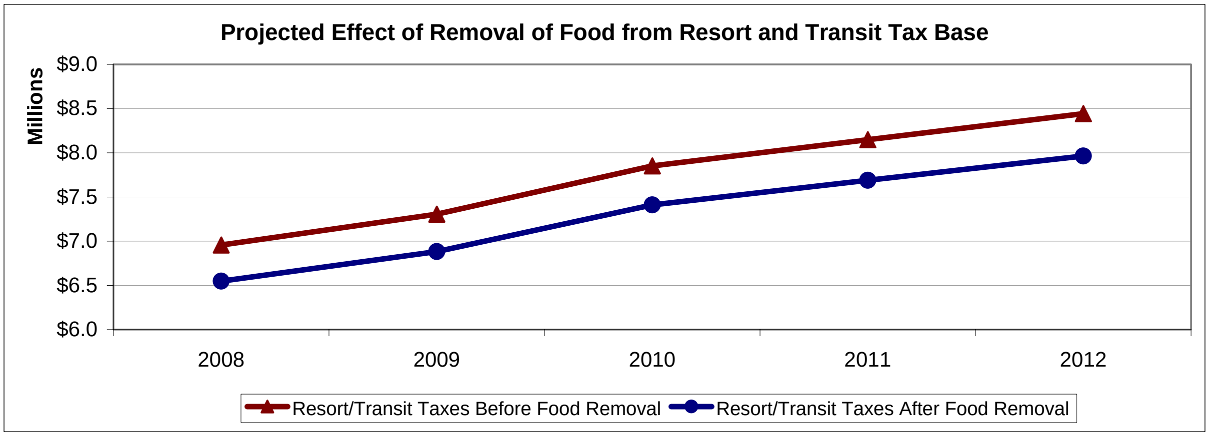
As discussed with City Council on May 17th, the City is likely to see a significant reduction in potential revenue due to the removal of food from the sales tax base and the removal of the hold harmless. The charts below seek to illustrate the cumulative effects:



	2008	2009	2010	2011	2012
No Legislative Changes	$4,412,025	$4,633,903	$4,979,782	$5,167,729	$5,353,934
After HH Removal	$3,892,372	$3,892,372	$4,116,620	$4,271,990	$4,425,919
Foregone Revenue	-$519,652	-$741,531	-$863,162	-$895,740	-$928,015

Figure 4 – Hold Harmless Impacts

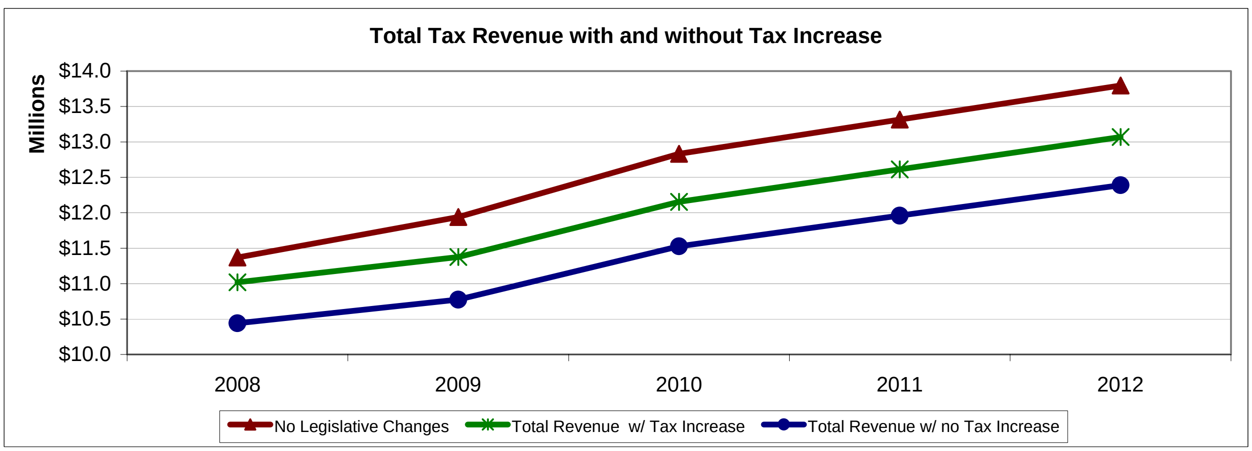
Figure 4 demonstrates the forecasted impact on revenue due to the removal of the 75% hold-harmless clause on the local option tax. Staff estimates that the City will loose approximately $928,000 by 2012 that was otherwise anticipated.



	2008	2009	2010	2011	2012
No Legislative Changes	$6,956,684	$7,306,532	$7,851,899	$8,148,246	$8,441,846
After Food Removal from Base	$6,548,783	$6,881,907	$7,409,864	$7,688,088	$7,962,821
Foregone Revenue	-$407,901	-$424,625	-$442,035	-$460,158	-$479,025

Figure 5 – Removal of Food Tax Impacts

Figure 5 shows the calculated impact on the Transit and Resort taxes as a result of the FY 2007 legislation to remove food from the sales tax base. Assuming no other negative impacts on revenue generation (such as a poor snow year), staff estimates that the City will forego approximately $480,000 by FY 2012.



	2008	2009	2010	2011	2012
No Legislative Changes	$11,368,709	$11,940,435	$12,831,681	$13,315,975	$13,795,780
Total Revenue w/ Tax Increase	$11,019,732	$11,376,577	$12,153,476	$12,612,776	$13,068,199
Total Revenue w/ no Tax Increase	$10,441,155	$10,774,279	$11,526,484	$11,960,077	$12,388,740
Foregone Revenue (with tax increase)	-$348,977	-$563,858	-$678,205	-$703,200	-$727,581
Foregone Revenue (with no tax increase)	-$927,554	-$1,166,156	-$1,305,197	-$1,355,898	-$1,407,040

Figure 6 – Total Revenue Impact (with and without a tax increase)

Figure 6 illustrates the combined effects of recent legislation. The bottom row on the table (labeled “Foregone Revenue (with no tax increase)) shows that the City will forego at least $930,000 next year if the authorized increases to the Transit and Resort taxes are not implemented. This will likely increase to as much as $1.4 million by 2012. If tax changes are implemented, however, the City will only loose half as much revenue.

	Revenue Surplus (Deficit)										
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Before	$528,352	$674,718	$446,180	$1,572,424	$1,422,417	$1,570,182	$1,377,436	$1,092,781	$401,666	$12,737	**$9,098,893**
After	$528,352	$32,490	($431,346)	$557,513	$361,202	$462,549	$223,001	($105,611)	($841,184)	($1,275,091)	**($488,124)**

Figure 7 – Available Surplus with and without Tax Increase

Finally, Figure 7 shows anticipated surplus available for capital projects according to the updated Financial Impact Assessment Report. The top row is from the chart that was included on Page 8 of the Executive Summary of the Budget Document and reflects anticipated surplus assuming the City implements an increase to the Transit and Resort taxes. The bottom row (labeled "After") reflects the change in the FIAR assuming the City does not change the resort and transit taxes. Notice that if all of the projects currently anticipated in the Recommended Budget remain the same, there will be revenue deficit in 2009.

Old Town Improvement Study (OTIS) - In 2002, the City completed the Old Town Improvement Study (OTIS), which identified sales tax revenue bonds as the recommended funding source to reconstruct 21 streets in the Old Town area. It was anticipated that the debt payments would be funded from General Fund surplus transferred to the CIP.

This fiscal year the City completed Prospect Avenue, which was the third of 21 street reconstruction projects outlined in OTIS. In order to complete the remaining 18 projects, the City will need to bond for approximately $22.3 over the next 15 years (see Figure 5 below). Last year staff estimated annual debt service to range from $280,000 to $2.2 million depending upon the year.

Figure 8 – Anticipated Remaining OTIS Projects

Phase I

Upper Park Avenue		**Complete**
Intersection Marsac & Hillside		**Complete**
Prospect Avenue		**Complete**
Lower Norfolk (8th to 13th)	$	1,791,078
Woodside (North of 13th)	$	1,074,647
Subtotal	$	2,865,726

Phase II (a)

Sandridge	$	860,912
Hillside	$	696,724
Empire & Upper Lowell	$	2,479,069
Subtotal	$	4,036,704

Phase II (b)

Sullivan Road	$	1,478,308
Rossi Hill Drive	$	2,491,621
Swede Alley	$	2,708,946
Subtotal	$	6,678,875

Phase III (a)

8th, 9th, 10th, 11th, 12th, Streets	$	2,055,947
13th, 14th, 15th Streets	$	907,554
Silver King	$	778,984
Subtotal	$	3,742,485

Phase III (b)

Ridge Avenue	$	1,925,648
McHenry Drive	$	2,644,556
Subtotal	$	4,570,204

Grand Total $ 21,893,993

Remaining Bonding Needs		
FY 2008 - Phase I	$	2,865,726
FY 2009 - Phase II (a)	$	4,036,704
FY 2012 - Phase II (b)	$	6,678,875
FY 2015 - Phase III (a)	$	3,742,485
FY 2018 - Phase III (b)	$	4,570,204
Grand Total	$	21,893,993

Allocating funding between new and existing projects is a delicate balance. Completion of the OTIS project is contingent upon available general fund surplus and continued growth in sales tax. This surplus can be impacted either by allocation of funding to additional projects or by a decrease in general fund revenue. As illustrated in the previous charts, however, the City's ability to complete OTIS could be severely limited if either sales tax revenues are lost due to recent legislative changes, or if the scope of other projects expands disproportionately.

CIP Process

Every two years city staff performs a comprehensive review of the City's capital infrastructure needs. Existing projects and new project requests are evaluated by the City's CIP Committee (consisting of Lori Collett, Ken Fisher, Eric DeHaan, Kathy Dunks, Jonathan Weidenhamer, and Gary Hill) which scores each of the projects based on a set of criteria listed below:

CIP Prioritization System:

Each criteria category will get a rating on a 1-5 scale with "5" being the most supportive/effective/true project rating.

Criteria	Weight
1. **Supportive – Meets the vision of a current City Council Goal/Listed Priority**	1.50
a. Rating 5 – Project has a positive and swift impact on a top priority City Goal	
b. Rating 4 – Project positively impacts a top priority City Goal	
c. Rating 3 – Project positively impacts a high priority or "other" priority City Goal	
d. Rating 2 – Project has a partial impact on a City Goal	
e. Rating 1 – Project has no impact on a listed City Goal	
2. **Funding – Source Availability**	1.25
a. Rating 5 – Funds currently exist for this project	
b. Rating 4 – n/a	
c. Rating 3 – Fund could be obtained through a re-prioritization or thru a new funding source	
d. Rating 2 – n/a	
e. Rating 1 – Funds do not exist and are not projected to come within the next two years	
3. **Impact – Project is a "need to have" verses a "nice to have"**	1.00
a. Rating 5 – "Need to Have" – Absolutely required to provide a core City service	
b. Rating 4 – n/a	
c. Rating 3 – Project has a positive impact towards a City service or interest	
d. Rating 2 – n/a	
e. Rating 1 – "Nice to Have" – Not required to keep the City running (enhancement value only)	
4. **Time line – Project targeted within the next 5 years?**	1.10
a. Rating 5 – Projected targeted within 1 year	
b. Rating 4 – Projected targeted within 2 years	
c. Rating 3 – Projected targeted within 3 years	
d. Rating 2 – Projected targeted within 4 years	
e. Rating 1 – Projected targeted within 5 years	
5. **Investment – Project has a positive history to it suggesting additional support**	0.75
a. Rating 5 – Prior funds were expended with the intent for future funding	
b. Rating 4 – n/a	
c. Rating 3 – Project has some aspects that have a history of City support	
d. Rating 2 – n/a	
e. Rating 1 – Project has no prior history or interest shown	

Figure 1 – CIP Prioritization Criteria

The projects are then ranked and placed into a matrix which categorizes them by level of impact to the City. This CIP Alternative Matrix (on the next page) is intended to show the cumulative impact of the projects relative to funding, timing, community impact, and total spending.

Characteristics of Alternate Capital Programs						
	Alt. #1	Alt #2	Alt #3	Alt #4	Alt #5	Alt #6
Characteristics	**Status Quo**	**Enhanced**	**Expanded**	**Accelerated**	**Aggressive**	**Maximum**
Number of Projects	fewest	low	moderate	significant	higher	highest
Total Spending	little increase	some increase	moderate increase	major increase	major increase	highest increase
Funding & Financing	use of existing funds only	existing + conservative new streams	existing + noted new streams of ?	existing + noted new streams - including SID	existing + noted new streams - including SID	use of tax increases
Management Strategy	existing staff + some contract / consultant help	existing staff + some contract / consultant help	moderate use of new staff/ contract help or consultants	moderate use of new staff/ contract help or consultants	significant use of new staff, contract or consultant help	significant use of new staff, contract or consultant help
Community Impact	low	moderate	high	very high	very high	highest
Highlights	- least impacting	- adds necessary improvement projects, not of large category	?	?	?	- most impacting
	- CIP baseline		?	?	- relocated utilities introduced	- most aggressive
	- most conservative approach			?		

Figure 2 – CIP Alternative Matrix

The alternatives are additive, with each alternative containing the prior alternative(s), which range from Status Quo (the accomplishment of "ongoing" projects only) to Maximum (completing all the projects). The matrix illustrates that as you move towards alternative 6 (everything), impacts to the City increase. Attachment A to this staff report is a list of all CIP projects by alternative. The City Manager's Recommended Budget includes funding for projects through alternative 4 with some projects in lower higher alternatives receiving partial funding. The majority of this report will highlight the major CIP projects and project changes.

<u>Ongoing Projects</u>

<u>Police Facility</u> – Capital Project 30 (CIP #30)
The new Police Facility at the Snowcreek site is on target for completion in fall of 2007. City Council approved a construction contract in early July of last year for $5.75 million. This year's budget includes approximately $1,785,000 of additional funding for the Police Facility. The total adjusted budgeted cost is now $7.3 million. This includes $57,500 for art projects and approximately $230,000 for green building elements. Major revenue sources include Sales Tax Bond proceeds, impact fees, General Fund contribution, and CIP Fund reserves. The increase to the requested budget is a result of increased costs of construction and includes the additional green building elements, art component, and design characteristics given its entry corridor location.

<u>Downtown Improvement Projects</u>
With the first phase of Downtown Improvements coming to a close, the second phase will see land & property negotiations, the construction of the Shell Space at the north end of the Park Structure, and the beginning of the Marsac Seismic Upgrade in February of 2008.

- <u>Town Plaza / Shell Space and Pedestrian Improvements – CIP #85</u>

  Negotiations with the US Postal service will continue to take place, ideally finding a win/win scenario on land use in and around the existing downtown post office location. This will determine the "footprint" of space that the Town Plaza will be designed to. In a best case scenario, those discussions and potential purchase/easement/lease agreements will move into public input discussion related to the design this year. Staff recommends approaching the plaza in phases, with construction of a shell space attached to the north end of the parking structure in the first phase. The proposed budget includes a request for additional funding in FY 2007 of $1.2 million. $1 million of that comes from the sale of the Watts property, which came in higher than expected. $268,000 of Sales Tax Bond proceeds remained in the Prospect Avenue project at completion and were transferred to the Town Plaza and Shell Space project. Total estimated cost for the project is currently budgeted at $4,176,843, but due to the unknown costs associated with the Post Office location, staff is also showing an unfunded amount of $5 million.

- Marsac Building Seismic Upgrade – CIP #73

The Marsac City Hall Building will undergo seismic renovations and interior remodel beginning in February 2008. $3.5 million was previously budgeted for this project. The proposed budget includes a request for an additional $2.55 million of CIP Fund Reserves in FY 2008. This money would fund increases in construction costs as well as expenses related to the realignment of office space to provide better customer service, such as “one-stop shopping” for building and planning needs by placing the Building, Planning, and Engineering Departments all on the same floor.

Walkability Implementation Projects

Last fiscal year City Council allocated $150,000 to fund a study to identify the City’s major needs related to pedestrian and bicycle connections and improvements. The City subsequently hired Landmark Design Team to spearhead a comprehensive public input process and study. The results of this study were presented to City Council on March 29th at which time Council provided direction to staff on the major issues to be addressed in the next few years along with recommended capital and maintenance levels of service. Council also directed staff to review the projects (solutions) developed by the Landmark Team, weigh them against traffic and transportation needs, funding availability, and the timing of other City projects and return during the budget process with a recommended implementation program.

On May 24th and 31st staff will present the Walkability Steering and Capital Improvement Committees’ recommendations on projects, funding, and project timing. These recommendations include an increase of approximately $89,000 for trail maintenance and over $1.54 million in capital projects to be completed in the next 3 years.

Attachment C to this staff report is a summary of the recommended projects and timeframe for implementation. The attachment includes the following information:

- The projects are categorized by “Tier” and “Issue” as originally shown in the Landmark recommendation.
- Landmark’s original project alternatives are included for each issue, and the Landmark recommendations are in bold.
- The final 5 columns summarize staff’s recommendation on project scope, cost, and timing. For each Issue, staff has included the following:
    - The anticipated cost (any differences from the Landmark cost are explained in the “Comments” column)
    - The recommended calendar year for construction (2007, 2008, or 2009)
    - Summary comments to explain staff’s recommendation.

Funding for Walkability Projects and Maintenance are included in three different CIP’s:

- CIP # 190 – Walkability Implementation: This project includes the capital cost for all of the staff-recommended construction projects.
- CIP # 191 – Walkability Maintenance: This project includes $40,000 each year for capital maintenance of sidewalks and trails (overlays, repairs, etc.)
- CIP # 192 – Walkability Contingency: On March 29th City Council gave direction to budget approximately $1.54 million for walkability capital projects. In some cases, however, either the actual cost of the project or the staff recommendation is less than the Landmark estimated cost (see Issue # 92 in Tier II for one example). In these cases, staff has budgeted the difference in cp192 in the event there are project overruns, increased costs, or Council would like to pursue additional projects.

Staff will provide a brief overview of this material on May 24th, but will not seek Council direction until May 31st. The staff report for May 31st will include additional information to aid the discussion.

Recreation Projects

Tennis Bubble Replacement – CIP #95
The Racquet Club Tennis Bubble is scheduled for replacement in FY 2008. The CIP includes an increase of $50,000 for a total budget of $200,000 to replace the bubble. The tennis bubble has an anticipated life of 15 years.

Quinn's Fields Phase II – CIP #128
Last fall City Council gave direction to staff to use $150,000 in interest earnings to complete the construction contract at the Quinn's facility and to return during the budget to seek funding for the landscaping (estimated at $150,000). This project allocates $300,000 in bond interest earnings to accomplish both. This will be discussed in further detail on the 24th as a part of Matt Twombly's staff report.

Quinn's Fields Phase III – CIP #163
This project contemplates the allocation of approximate $2.2 million in parks impact fees to complete the fields at Quinn's Junction consistent with the Quinn's master plan. The project is scheduled for implementation in FY 2011.

Ice Facility Capital Improvements – CIP #160
This CIP includes $100,000 in Restaurant Tax revenue received last July for a dry floor surface. The additional $67,000 increase is for curling equipment, hot water improvements to the bathrooms, and signage for the facility.

Public Works and Street Improvements

Meadows Drive Traffic Signal – CIP #112
This project increases to $250,000 available in FY 2008 for Park City's share of the design and construction costs for a traffic signal at Meadows Drive and SR 224.

Public Works Equipment – CIP #133
This CIP includes an increase of $150,000 to purchase a pavement recycler (discussed with City Council on May 17th).

Deer Valley Drive Roundabout – CIP #174

This project includes $188,000 in street impact fees to modify the roundabout to improve traffic flow from upper Deer Valley Drive.

<u>Public Works Site Cleanup – CIP #172</u>
This project would allocate $77,000 in FY 2007 to remediate the soil behind the bus barn on the Public Works campus.

<u>China Bridge Improvements and Equipment – CIP #177</u>
Consistent with direction received from City Council on April 19th, staff has budgeted funds for garage cleaning equipment, facility signage, snow removal equipment, and a structural evaluation. (note: the current budget of $140,000 does not include $50,000 for event booths/power per Council direction).

<u>Water Projects – Various CIPs</u>
Water quality and delivery continue to be a top priority for Park City. City staff has recently updated the City's Water Capital Facilities Plan (CFP) and completed a new water impact fee study. As the rate of development in the Park City area continues at an all-time high, it is imperative that major water needs are identified early and that the cost of these improvements is fairly distributed between users and new development. On May 31st staff will update City Council on the Water CFP and seek direction on amending the City's water impact fee schedule.

CIP changes to the Water Fund are also reflective of the City's continuing commitment to secure Park City's water needs through improvements to the City's water infrastructure. The Boothill Water Storage Tank and Pump Station continue into fiscal year 2008. These projects are funded by a loan from the Community Impact Board (CIB). Additional projects added to the CIP this budget process include the Rockport Water Pipeline and Storage project, a System Corrosion Study, and purchase of additional Water Rights. These new projects will be funded primarily through water services fees and water impact fees.

<u>Other Significant Projects</u>

<u>5-Year CIP – CIP #28</u>
The 5-Year CIP project includes an increase of $150,000 for a reimbursement for the Aerie Drive parcel and an additional increase of approx. $3 million which reflects the sale proceeds from the Imperial Hotel.

<u>Biocell Remediation – CIP #101</u>
This project includes a $60,000 increase for the construction of the biocell remediation project at the end of Poison Creek. This project is part of our commitment to the EPA regarding environmental management.

<u>Time and Attendance Software – CIP #165</u>
In an effort to improve the City's ability to track employee time and provide managers with additional tools to maximize personnel resources, staff recommends purchasing time and attendance software that will be used in conjunction with the new citywide software system. Estimated project cost (software, training, and implementation) is $60,000.

<u>Historic District Guidelines Update – CIP #187</u>
This project budgets $90,000 for an update to the City's Historic District Guidelines consistent with the report delivered to City Council during the January Visioning Session and the Planning Commission in May.

Purchase of Fire Station – CIP #189
The recommended CIP includes $1.5 million in Lower Park Avenue revenues to purchase the Fire Station. The majority of this funding ($1.1 million) is from unspent bond proceeds. The remainder is from fund balance. The parcel is currently contemplated to become affordable housing.

Summary
The CIP is summarized in three attachments included with this report:
- Attachment A – CIP by Alternative: Projects are listed by alternative and include project amounts (by year) and unfunded amounts.
- Attachment B – CIP Summary: Projects are listed in order and show revenue sources, project amounts (by year) and changes from the prior year's adopted budget.
- Attachment C – CIP Project Descriptions: short descriptions of each of the projects.

Staff will present an overview of the City CIP on May 24th using these sheets. Council should review the attachments and provide direction to staff on any changes or amendments.

A. Department Review:
The Budget, Debt, and Grants and City Manager departments reviewed this report. Other departments have considered other relevant portions.

Alternatives:

A. Hold a Public Hearing on operating budget requests and provide direction about budget issues

B. Continue the Item: Time will be available on May 31st to address any outstanding CIP issues. Council could choose to give additional direction at that time.

C. Do Nothing

SIGNIFICANT IMPACTS: The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues. Any unresolved issues should be discussed by June 14th so that the Final Budget can be prepared for adoption on June 21st.

RECOMMENDATION: The City Council should follow the budget presentation schedule described above and provide direction concerning budget policies and issues if needed.

Attachments:
A – CIP by Alternative
B – CIP Project Summary
C – CIP Project Descriptions
D – Recommended Walkability Implementation Program

CIP Alternative Matrix

CIP#	Project Name	Unfunded Amnt	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
Alternative 1								
CP0001	Planning/Capital Analysis		$43,871	$7,456	$7,456	$7,456	$7,456	$7,456
CP0002	Information System Enhancement/Upgrades		$287,721	$0	$0	$0	$0	$0
CP0003	Old Town Stairs		$208,859	$0	$0	$0	$0	$0
CP0005	City Park Improvements		$974,712	$0	$0	$0	$0	$0
CP0006	Pavement Management Impl.		$1,321,226	$400,000	$400,000	$400,000	$100,000	$100,000
CP0007	Tunnel Improvements		$347,988	$470,000	$280,000	$290,000	$300,000	$220,000
CP0009	Transit Coaches Replacement & Renewal		$3,856,468	$1,243,594	$107,594	$1,455,594	$127,594	$0
CP0010	Water Department service equipment		$225,986	$75,000	$75,000	$75,000	$75,000	$75,000
CP0011	Bike Path Sealing		$47,686	$0	$0	$0	$0	$0
CP0013	Affordable Housing Program		$1,034,249	$232,000	$200,000	$200,000	$0	$0
CP0014	McPolin Farm		$224,658	$0	$0	$0	$0	$0
CP0017	ADA Implementation		$45,076	$10,000	$10,000	$10,000	$10,000	$10,000
CP0019	Library Development and Donations		$14,724	$0	$0	$0	$0	$0
CP0020	City-Wide Signs Phase I		$37,029	$0	$0	$0	$0	$0
CP0021	Geographic Information Systems		$40,805	$0	$0	$0	$0	$0
CP0026	Motor Change-out and Rebuild Program		$25,526	$25,000	$25,000	$25,000	$25,000	$25,000
CP0027	Water Recording Devices		$28,935	$5,000	$5,000	$5,000	$0	$0
CP0028	5 Year CIP Funding		$8,182,395	$0	$0	$0	$0	$0
CP0029	Equipment Replacement - Film Equipment		$14,762	$0	$0	$0	$0	$0
CP0033	Golf Pro Shop Acqusition		$966,860	$0	$0	$0	$0	$0
CP0036	Traffic Calming		$126,055	$0	$0	$0	$0	$0
CP0038	Open Space Bond Acquisitions		$2,887,890	$0	$0	$0	$0	$0
CP0039	Library Software		$24,558	$0	$0	$0	$0	$0
CP0040	Water Department Deficiency Correction Projects		$477,665	$273,680	$312,364	$327,982	$344,381	$250,000
CP0042	Gilmore Open Space Note		$100,233	$100,000	$100,000	$100,000	$100,000	$100,000
CP0045	Building Replacement and Enhancement		$65,338	$0	$0	$0	$0	$0
CP0046	Golf Course Improvements		$225,000	$32,000	$32,000	$32,000	$32,000	$32,000
CP0048	Main Street RDA Debt Service		$920,000	$0	$0	$0	$0	$0
CP0049	Lower Park RDA Debt Service		$600,000	$600,000	$600,000	$600,000	$0	$0
CP0053	Sidewalk Improvements		$19,817	$0	$0	$0	$0	$0
CP0060	Ice Facility		$142,331	$0	$0	$0	$0	$0
CP0061	Economic Development		$42,009	$0	$0	$0	$0	$0
CP0065	Racquet Club Building Improvements		$66,597	$0	$0	$0	$0	$0
CP0068	Spiro Treatment Plant		$954	$0	$0	$0	$0	$0
CP0069	Judge Water Treatment Plant.		$2,051,623	$3,610,468	$0	$0	$0	$0
CP0070	Meter Radio Read		$377,466	$133,680	$137,690	$0	$0	$0
CP0071	JSSD Water Assessment		$685,043	$715,954	$744,592	$774,375	$805,350	$837,564
CP0074	Equipment Replacement - Rolling Stock		$2,755,895	$550,000	$550,000	$550,000	$550,000	$550,000
CP0075	Equipment Replacement - Computer		$530,002	$150,000	$150,000	$150,000	$150,000	$150,000
CP0076	Boothill Tank.		$1,630,691	$0	$0	$0	$0	$0
CP0077	Boothill Pumpstation		$1,866,529	$0	$0	$0	$0	$0
CP0078	Park Meadows Well Water Treatment Project		$184,326	$0	$0	$0	$0	$0
CP0080	JSSD Pipeline.	$2,130,000	$0	$0	$0	$0	$0	$0
CP0081	OTIS Water Pipeline Replacement Projects	$2,000,000	$231,000	$150,000	$150,000	$150,000	$0	$0
CP0090	Friends of the Farm		$10,817	$0	$0	$0	$0	$0
CP0091	Golf Maintenance Equipment Replacement		$75,000	$98,000	$98,000	$98,000	$98,000	$98,000

CIP Alternative Matrix

CIP#	Project Name	Unfunded Amnt	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
CP0096	E-Government Software		$464,703	$0	$0	$0	$0	$0
CP0100	Neighborhood Parks		$889,424	$0	$0	$0	$0	$0
CP0108	Flagstaff Transit Transfer Fee		$937,805	$0	$0	$0	$0	$0
CP0130	Snow Creek Parcel Purchase		$271,154	$0	$0	$0	$0	$0
CP0131	Conservation Reserve Program		$3,569	$0	$0	$0	$0	$0
CP0132	Museum Expansion		$106,108	$0	$0	$0	$0	$0
CP0134	Impact Fees		$1,009,926	$0	$0	$0	$0	$0
CP0136	County Vehicle Replacment Fund		$46,930	$0	$0	$0	$0	$0
CP0137	Transit Expansion		$297,440	$562,432	$300,000	$0	$300,000	$0
CP0146	Asset Management/Replacement Program		$2,855,418	$582,709	$582,709	$582,709	$582,709	$582,709
CP0150	Ice Facility Capital Replacement		$13,998	$58,000	$50,000	$55,500	$58,000	$50,000
CP0152	Parking Meter Replacement		$24,000	$306,000	$0	$0	$0	($24,000)
CP0153	Quinn's Public Improvements		$302,340	$70,000	$0	$0	$0	$0
CP0154	Sales Tax Bond Contingency		$734,035	$0	$0	$0	$0	$0
CP0159	Building Dept. Training Grant		$8,000	$0	$0	$0	$0	$0
CP0160	Ice Facility Capital Improvements	$150,000	$167,000	$0	$35,000	$0	$0	$0
CP0168	Bus Barn Sewer Connection		$0	$25,000	$0	$0	$0	$0
CP0169	Bus Stop Lights		$0	$7,200	$7,200	$0	$0	$0
CP0170	Bus Wash Rehab		$0	$15,000	$0	$0	$0	$0
CP0171	Upgrade OH Door Rollers		$0	$9,000	$0	$0	$0	$0
CP0173	Detention Basin Feasibility Study		$20,000	$0	$0	$0	$0	$0
CP0176	Deer Valley Drive Reconstruction	$924,730	$0	$0	$0	$0	$1,075,270	$0
CP0177	China Bridge Improvements & Equipment	$261,000	$140,000	$0	$0	$0	$0	$0
CP0178	Rockport Water, Pipeline, and Storage		$0	$688,868	$688,868	$688,868	$688,868	$688,868
CP0179	Park City-Mt. Regional Pipeline		$0	$0	$0	$0	$0	$11,164,392
CP0180	Corrosion Study of Water System		$0	$50,000	$0	$0	$0	$0
CP0181	Spiro Building Maintenance		$50,000	$52,052	$0	$0	$0	$0
CP0182	Park Meadows Golf Course Water Rights		$0	$500,000	$0	$0	$0	$0
CP0183	CCJJ In-Car Video Cameras		$7,500	$0	$0	$0	$0	$0
CP0184	Judge/Talisker/NPDES		$60,000	$0	$0	$0	$0	$0
CP0185	Wind Power Grant		$100,000	$0	$0	$0	$0	$0
CP0187	Historic District Guidelines		$90,000	$0	$0	$0	$0	$0
CP0189	Purchase of Fire Station		$1,500,000	$0	$0	$0	$0	$0
CP0190	Walkability Implementation		$1,141,600	$107,500	$0	$0	$0	$0
CP0191	Walkability Maintenance		$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
CP0192	Walkability Contingency		$295,800	$0	$0	$0	$0	$0
Alternative 1 Total			**$45,603,125**	**$11,955,593**	**$5,688,473**	**$6,617,484**	**$5,469,628**	**$14,956,989**
Alternative 2								
CP0004	Hillside Avenue Design & Widening		$600,000	$0	$0	$0	$1,000,000	$0
CP0008	Historical Incentive Grants		$407,822	$25,000	$0	$0	$0	$0
CP0015	Main Street Parking		$410,663	$0	$0	$0	$0	$0
CP0025	Bus Shelters		$154,012	$120,000	$0	$0	$0	$0
CP0030	Public Safety Complex		$7,047,966	$0	$0	$0	$0	$0
CP0041	Trails Master Plan Implementation		$513,132	$0	$0	$0	$0	$0
CP0047	Downtown Enhancements/Design		$584,942	$0	$0	$0	$0	$0
CP0059	Cemetery Capital Replacement		$16,473	$20,000	$0	$0	$0	$0

CIP Alternative Matrix

CIP#	Project Name	Unfunded Amnt	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
CP0063	Historic Structure Abatement Fund		$768,960	$75,000	$0	$0	$0	$0
CP0066	Homeland Security Improvements		$128,263	$0	$0	$0	$0	$0
CP0067	Recreation Complex		$1,285,397	$0	$0	$0	$0	$0
CP0086	Prospect Avenue		$1,120,861	$0	$0	$0	$0	$0
CP0092	Open Space Improvements		$1,101,547	$0	$0	$0	$0	$0
CP0095	Tennis Bubble Replacement		$200,000	$60,000	$0	$0	$0	$0
CP0097	Bonanza Drive Reconstruction		$0	$300,000	$1,536,000	$0	$0	$0
CP0101	BioCell Remediation		$200,361	$0	$0	$0	$0	$0
CP0102	Top Soil Assistance Program		$25,795	$0	$0	$0	$0	$0
CP0105	Mountain Regional Water Connection		$0	$0	$0	$0	$0	$400,000
CP0123	Replace Police Dispatch System		$275,000	$0	$0	$0	$0	$0
CP0125	Quinn's Rec - Maintenance Equipment		$85,000	$0	$0	$0	$0	$0
CP0127	Mobile Data System		$35,256	$0	$0	$0	$0	$0
CP0133	Public Works Equipment		$161,215	$0	$0	$0	$0	$0
CP0138	Deer Valley Fire Flow Tie-In		$50,000	$0	$0	$0	$0	$0
CP0139	Solamere Pump Station Upgrade		$150,000	$0	$0	$0	$0	$0
CP0140	Water System Emergency Power Master Planning		$0	$50,000	$0	$0	$0	$0
CP0143	Intersection Realignment Monitor Dr & Racquet Club Entra		$75,000	$0	$0	$0	$0	$0
CP0148	Walkable Community/Safe Pedestrian Study		$150,000	$0	$0	$0	$0	$0
CP0149	Update Recreation Needs & Facility Assessment		$75,000	$0	$0	$0	$0	$0
CP0155	OTIS Phase II(a)		$0	$4,036,704	$0	$0	$0	$0
CP0156	OTIS Phase II(b)		$0	$0	$0	$0	$6,678,875	$0
CP0157	OTIS Phase III(a)	$3,742,485	$0	$0	$0	$0	$0	$0
CP0158	OTIS Phase III(b)	$4,570,204	$0	$0	$0	$0	$0	$0
CP0161	Golf Car Loan & Purchase		$417,870	$0	$0	$0	$0	$0
Alternative 2 Total			**$16,040,535**	**$4,686,704**	**$1,536,000**	**$0**	**$7,678,875**	**$400,000**
Alternative 3								
CP0022	Sandridge Parking Lot		$29,700	$0	$0	$0	$0	$0
CP0035	Bonanza Crosswalk		$4,107	$0	$0	$0	$0	$0
CP0037	Office Space		$80,214	$0	$0	$0	$0	$0
CP0054	Upper Park Avenue		$1,561	$0	$0	$0	$0	$0
CP0058	Olympic Preparation/Legacies		$40,000	$0	$0	$0	$0	$0
CP0064	Library Expansion		$816	$0	$0	$0	$0	$0
CP0073	Marsac Seismic Renovation		$6,050,000	$0	$0	$0	$0	$0
CP0083	Lower Norfolk		$0	$1,792,000	$0	$0	$0	$0
CP0085	Town Plaza & Shell Space	$5,000,000	$4,176,843	$0	$0	$0	$0	$0
CP0089	Public Art		$127,228	$0	$0	$0	$0	$0
CP0113	3 Kings Dr Storm Drain		$23,000	$0	$0	$0	$0	$0
CP0114	Storm Drain & Flood Control Devices		$97,412	$0	$0	$0	$0	$0
CP0115	Public Works Complex Improvements		$49,386	$0	$0	$0	$0	$0
CP0141	Boothill Transmission Line		$300,000	$0	$1,650,000	$0	$0	$0
CP0142	Racquet Club Program Equipment Replacement		$50,000	$50,000	$50,000	$50,000	$50,000	$0
CP0167	Skate Park Repairs		$30,000	$0	$0	$0	$0	$0
CP0174	Deer Valley Dr. Roundabout		$188,463	$31,537	$0	$0	$0	$0
CP0186	Energy Efficiency Study on City Facilities		$45,000	$0	$0	$0	$0	$0
CP0188	Landfill Operations Master Plan and Hazmat Container		$45,000	$0	$0	$0	$0	$0
Alternative 3 Total			**$11,338,730**	**$1,873,537**	**$1,700,000**	**$50,000**	**$50,000**	**$0**

CIP Alternative Matrix

CIP#	Project Name	Unfunded Amnt	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
Alternative 4								
CP0043	Public Works Storage Parcel	$2,000,000	$1,268,200	$50,000	$50,000	$50,000	$0	$0
CP0051	Bus Maintenance & Operations Facility	$2,500,000	$0	$2,700,000	$0	$0	$0	$0
CP0072	Relocated Utilities - Park Avenue.	$4,894,000	$725,329	$0	$0	$0	$0	$0
CP0084	Woodside - North of 13th		$0	$1,075,000	$0	$0	$0	$0
CP0099	Imperial Hotel Maintenance		$20,569	$0	$0	$0	$0	$0
CP0107	Retaining Wall at 41 Sampson Ave	$0	$55,000	$0	$0	$0	$0	$0
CP0109	Deer Valley Drive Neighborhood	$213,443	$50,000	$0	$0	$0	$0	$0
CP0111	Prospector Ave Storm Drain		$50,000	$0	$0	$0	$0	$0
CP0112	Meadows Drive Traffic Signal		$0	$250,000	$0	$0	$0	$0
CP0118	Transit GIS/AVL system		$286,000	$753,200	$0	$0	$0	$0
CP0119	Ice Rink - Cash Flow/Fundraising CIP	$800,000	$52,750	$0	$0	$0	$0	$0
CP0122	Police Wireless Network		$93,808	$0	$0	$0	$0	$0
CP0124	Kearns Boulevard Improvements	$8,650,000	$97,293	$0	$0	$0	$0	$0
CP0128	Quinn's Ice/Fields Phase II		$635,000	$0	$0	$0	$0	$0
CP0145	Cross Country Snowmobile & Roller		$10,000	$0	$0	$0	$0	$0
CP0162	Shop Computers		$8,500	$0	$0	$0	$0	$0
CP0163	Quinn's Fields Phase III		$562,263	$800,000	$500,000	$400,000	$300,000	$0
CP0164	Park City Website Remodel		$25,000	$0	$0	$0	$0	$0
CP0165	Time and Attendance Software		$60,000	$0	$0	$0	$0	$0
CP0172	Public Works Site Cleanup		$77,000	$0	$0	$0	$0	$0
Alternative 4 Total			**$4,076,712**	**$5,628,200**	**$550,000**	**$450,000**	**$300,000**	**$0**
Alternative 5								
CP0050	Reconstruct Wyatt Earp Drive Streets	$500,000	$0	$0	$0	$0	$0	$0
CP0087	Woodside 8th-12th - Utility Relocation	$568,000	$0	$0	$0	$0	$0	$0
CP0103	Quinn's Junction Infrastucture Improvements	$250,000	$0	$0	$0	$0	$0	$0
CP0106	Public Works Storage Bldg	$500,000	$0	$0	$0	$0	$0	$0
CP0110	Prospector Neighborhood/business enhance service request	$30,000	$0	$0	$0	$0	$0	$0
CP0126	Fiber extention to Quinn's Junction	$200,000	$0	$0	$0	$0	$0	$0
CP0151	China Bridge Control Equipment	$145,000	$0	$0	$0	$0	$0	$0
CP0166	WI-FI Wireless Infrastructure	$250,000	$0	$0	$0	$0	$0	$0
CP0175	School Bypass Road	$4,100,000	$0	$0	$0	$0	$0	$0
CP0193	Round Valley Reservoir	$12,000,000	$0	$0	$0	$0	$0	$0
CP0194	Rockport Water Treatment Plant	$6,200,000	$0	$0	$0	$0	$0	$0
CP0198	Loans for Water Capital Improvements	$4,000,000	$0	$0	$0	$0	$0	$0
CP0199	Sustainability/Environmental Initiatives	$1,000,000	$0	$0	$0	$0	$0	$0
Alternative 5 Total			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Alternative 6								
CP0052	Racquet Club Remodel	$4,000,000	$0	$0	$0	$0	$0	$0
CP0147	Little Kate Recrown/Improvements	$1,350,000	$0	$0	$0	$0	$0	$0
CP0195	Second Ice Sheet	$7,000,000	$0	$0	$0	$0	$0	$0
CP0197	Prospector Improvements	$2,000,000	$0	$0	$0	$0	$0	$0
CP0200	Comstock Reconstruction	$2,000,000	$0	$0	$0	$0	$0	$0
Alternative 6 Total			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
			$77,059,102	$24,144,034	$9,474,473	$7,117,484	$13,498,503	$15,356,989

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0001										
Planning/Capital Analysis										
031460 FUND 031 * IMPACT FEES	$24,412	$7,456		$31,868		$7,456	$7,456	$7,456	$7,456	$7,456
031475 FUND 031 * TRANS FR GEN FUND	$12,003			$12,003						
CP0001 Total	**$36,415**	**$7,456**		**$43,871**		**$7,456**	**$7,456**	**$7,456**	**$7,456**	**$7,456**
CP0002										
Information System Enhancement/Upgrades										
031467 FUND 031 * OTHER MISCELLANEOUS	$50,024			$50,024						
031475 FUND 031 * TRANS FR GEN FUND	$51,368			$51,368						
038453 FUND 038 * COMPUTER REPLACEMENT	$25,000			$25,000						
051481 FUND 051 * WATER SERVICE FEES										
057471 FUND 057 * RESORT TAX TRANSPOR	$161,329			$161,329						
CP0002 Total	**$287,721**			**$287,721**						
CP0003										
Old Town Stairs										
034468 FUND 034 * PROP TAX INCREMENT RDA	$24,911			$24,911						
034477 FUND 034 * TRANS FROM DEBT SERVICE FUND	$183,948			$183,948						
CP0003 Total	**$208,859**			**$208,859**						
CP0004										
Hillside Avenue Design & Widening										
031402 FUND 031 * STREETS IMPACT FEES	$600,000			$600,000						
031451 FUND 031 * BOND PROCEEDS									$1,000,000	
031460 FUND 031 * IMPACT FEES										
CP0004 Total	**$600,000**			**$600,000**					**$1,000,000**	
CP0005										
City Park Improvements										
031400 FUND 031 * OPEN SPACE IMPACT FEES			$354,178	$354,178						
031402 FUND 031 * STREETS IMPACT FEES	$354,178		-$354,178		$92,494					
031451 FUND 031 * BOND PROCEEDS										
031460 FUND 031 * IMPACT FEES										
031466 FUND 031 * OTHER CONTRIBUTIONS										
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND	$136,345			$136,345	$136,345					
031478 FUND 031 * TRANSFER FROM CIP										
031485 FUND 031 * Transfer from Sales Tax DSF - 2005(B)	$271,009			$271,009	$270,023					
033450 FUND 033 * BEGINNING BALANCE			$13,180	$13,180						
033468 FUND 033 * PROP TAX INCREMENT RDA	$100,000	$100,000		$200,000						
033477 FUND 033 * TRANS FROM DEBT SERVICE FUND	$13,180		-$13,180							
035477 FUND 035 * TRANS FROM DEBT SERVICE FUND										
CP0005 Total	**$874,712**	**$100,000**		**$974,712**	**$498,862**					
CP0006										
Pavement Management Impl.										
031452 FUND 031 * CLASS "C" ROAD	$36,016	$300,000		$336,016	$70,106	$300,000	$300,000	$300,000		
031475 FUND 031 * TRANS FR GEN FUND	$885,210	$100,000		$985,210	$783,822	$100,000	$100,000	$100,000	$100,000	$100,000
CP0006 Total	**$921,226**	**$400,000**		**$1,321,226**	**$853,928**	**$400,000**	**$400,000**	**$400,000**	**$100,000**	**$100,000**
CP0007										
Tunnel Improvements										
051451 FUND 051 * BOND PROCEEDS										
051481 FUND 051 * WATER SERVICE FEES	$97,988	$125,000	$125,000	$347,988	$62,728	$470,000	$280,000	$290,000	$300,000	$220,000
CP0007 Total	**$97,988**	**$125,000**	**$125,000**	**$347,988**	**$62,728**	**$470,000**	**$280,000**	**$290,000**	**$300,000**	**$220,000**

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0008										
Historical Incentive Grants										
031475 FUND 031 * TRANS FR GEN FUND	$51,069		$50,000	$101,069						
033468 FUND 033 * PROP TAX INCREMENT RDA	$228,565	$25,000		$253,565		$25,000				
034468 FUND 034 * PROP TAX INCREMENT RDA	$53,188	$50,000	-$50,000	$53,188	$7,930					
CP0008 Total	**$332,822**	**$75,000**		**$407,822**	**$7,930**	**$25,000**				
CP0009										
Transit Coaches Replacement & Renewal										
057450 FUND 057 * BEGINNING BALANCE										
057458 FUND 057 * FEDERAL GRANTS	$1,506,404	$350,000	$1,322,470	$3,178,874	$2,036,314	$1,136,000		$1,348,000	$20,000	
057479 FUND 057 * TRANSIT SALES TAX	$525,000		$152,594	$677,594	$4,610	$107,594	$107,594	$107,594	$107,594	
057482 FUND 057 * REGIONAL TRANSIT REVENUE										
CP0009 Total	**$2,031,404**	**$350,000**	**$1,475,064**	**$3,856,468**	**$2,040,924**	**$1,243,594**	**$107,594**	**$1,455,594**	**$127,594**	
CP0010										
Water Department service equipment										
051451 FUND 051 * BOND PROCEEDS	$22,620		$29,880	$52,500						
051481 FUND 051 * WATER SERVICE FEES	$98,486	$75,000		$173,486		$75,000	$75,000	$75,000	$75,000	$75,000
CP0010 Total	**$121,106**	**$75,000**	**$29,880**	**$225,986**		**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**
CP0011										
Bike Path Sealing										
031475 FUND 031 * TRANS FR GEN FUND	$25,139			$25,139	$25,139					
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND	$22,547			$22,547	$22,547					
CP0011 Total	**$47,686**			**$47,686**	**$47,686**					
CP0013										
Affordable Housing Program										
031457 FUND 031 * FEDERAL CDBG GRANT										
031462 FUND 031 * INTEREST EARNINGS			$6,980	$6,980						
031467 FUND 031 * OTHER MISCELLANEOUS	$432		$198,317	$198,749	$45					
031478 FUND 031 * TRANSFER FROM CIP	$0									
031486 FUND 031 * FEE IN LIEU HOUSING	$155,182			$155,182						
033450 FUND 033 * BEGINNING BALANCE			$19,544	$19,544						
033467 FUND 033 * OTHER MISCELLANEOUS			$51,683	$51,683						
033468 FUND 033 * PROP TAX INCREMENT RDA	$358,473	$200,000		$558,473	$95,174	$200,000	$200,000	$200,000		
033477 FUND 033 * TRANS FROM DEBT SERVICE FUND	$23,144		-$19,544	$3,600	$3,600					
035465 FUND 035 * LOAN PROCEEDS		$32,000		$32,000	$32,000	$32,000				
036450 FUND 036 * BEGINNING BALANCE	$8,038			$8,038						
CP0013 Total	**$545,269**	**$232,000**	**$256,980**	**$1,034,249**	**$130,819**	**$232,000**	**$200,000**	**$200,000**		
CP0014										
McPolin Farm										
031467 FUND 031 * OTHER MISCELLANEOUS	$2,747			$2,747						
031475 FUND 031 * TRANS FR GEN FUND	$109,322			$109,322						
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND										
031478 FUND 031 * TRANSFER FROM CIP										
031485 FUND 031 * Transfer from Sales Tax DSF - 2005(B)	$112,589			$112,589						
035477 FUND 035 * TRANS FROM DEBT SERVICE FUND										
CP0014 Total	**$224,658**			**$224,658**						

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0015										
Main Street Parking										
031461 FUND 031 * IN- LIEU-OF PARKING										
031475 FUND 031 * TRANS FR GEN FUND	$170			$170	$170					
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)	$405,419			$405,419	$311,634					
034451 FUND 034 * BOND PROCEEDS										
034462 FUND 034 * INTEREST EARNINGS	$1,467			$1,467	$1,433					
034468 FUND 034 * PROP TAX INCREMENT RDA	$3,607			$3,607						
CP0015 Total	**$410,663**			**$410,663**	**$313,237**					
CP0017										
ADA Implementation										
031467 FUND 031 * OTHER MISCELLANEOUS	$2,385			$2,385						
031475 FUND 031 * TRANS FR GEN FUND	$32,691	$10,000		$42,691		$10,000	$10,000	$10,000	$10,000	$10,000
CP0017 Total	**$35,076**	**$10,000**		**$45,076**		**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**
CP0019										
Library Development and Donations										
031463 FUND 031 * LIB. UNRES-DONATIONS	$390			$390						
031464 FUND 031 * LIBRARY FUNDRAISING DONATION	$2,163		$2,500	$4,663	$2,734					
031466 FUND 031 * OTHER CONTRIBUTIONS										
031474 FUND 031 * STATE CONTRIBUTION	$833		$8,838	$9,671	$1,081					
CP0019 Total	**$3,386**		**$11,338**	**$14,724**	**$3,815**					
CP0020										
City-Wide Signs Phase I										
031475 FUND 031 * TRANS FR GEN FUND	$37,029			$37,029	$2,030					
CP0020 Total	**$37,029**			**$37,029**	**$2,030**					
CP0021										
Geographic Information Systems										
031475 FUND 031 * TRANS FR GEN FUND	$22,805			$22,805						
051481 FUND 051 * WATER SERVICE FEES	$18,000			$18,000						
CP0021 Total	**$40,805**			**$40,805**						
CP0022										
Sandridge Parking Lot										
034450 FUND 034 * BEGINNING BALANCE	$29,700			$29,700	$11,349					
034451 FUND 034 * BOND PROCEEDS										
034475 FUND 034 * TRANS FR GEN FUND										
CP0022 Total	**$29,700**			**$29,700**	**$11,349**					
CP0025										
Bus Shelters										
057450 FUND 057 * BEGINNING BALANCE										
057455 FUND 057 * DOT CONTRIBUTIONS										
057458 FUND 057 * FEDERAL GRANTS	$130,012	$20,000	-$4,000	$146,012	$7,720	$96,000				
057475 FUND 057 * TRANS FR GEN FUND										
057479 FUND 057 * TRANSIT SALES TAX	$4,000		$4,000	$8,000		$24,000				
057482 FUND 057 * REGIONAL TRANSIT REVENUE										
CP0025 Total	**$134,012**	**$20,000**		**$154,012**	**$7,720**	**$120,000**				
CP0026										
Motor Change-out and Rebuild Program										
051481 FUND 051 * WATER SERVICE FEES	$526	$15,000	$10,000	$25,526	$3,609	$25,000	$25,000	$25,000	$25,000	$25,000
CP0026 Total	**$526**	**$15,000**	**$10,000**	**$25,526**	**$3,609**	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0027										
Water Recording Devices										
051480 FUND 051 * WATER IMPACT FEES										
051481 FUND 051 * WATER SERVICE FEES	$23,935	$5,000		$28,935		$5,000	$5,000	$5,000		
CP0027 Total	**$23,935**	**$5,000**		**$28,935**		**$5,000**	**$5,000**	**$5,000**		
CP0028										
5 Year CIP Funding										
031450 FUND 031 * BEGINNING BALANCE										
031473 FUND 031 * SALE OF ASSETS			$3,039,963	$3,039,963						
031475 FUND 031 * TRANS FR GEN FUND	$4,763,001		$150,000	$4,913,001						
033451 FUND 033 * BOND PROCEEDS										
033468 FUND 033 * PROP TAX INCREMENT RDA	$488			$488						
034468 FUND 034 * PROP TAX INCREMENT RDA										
034477 FUND 034 * TRANS FROM DEBT SERVICE FUND	$14,989			$14,989						
038453 FUND 038 * COMPUTER REPLACEMENT										
051481 FUND 051 * WATER SERVICE FEES										
057467 FUND 057 * OTHER MISCELLANEOUS	$100,485			$100,485						
057471 FUND 057 * RESORT TAX TRANSPOR	$93,133			$93,133						
057479 FUND 057 * TRANSIT SALES TAX	$20,336			$20,336						
CP0028 Total	**$4,992,432**		**$3,189,963**	**$8,182,395**						
CP0029										
Equipment Replacement - Film Equipment										
038456 FUND 038 * EQUIP REPLACEMENT CHG-FILM EQU	$14,762			$14,762						
CP0029 Total	**$14,762**			**$14,762**						
CP0030										
Public Safety Complex										
031401 FUND 031 * PUBLIC SAFETY IMPACT FEES	$714,060			$714,060	$714,060					
031450 FUND 031 * BEGINNING BALANCE			$1,785,000	$1,785,000						
031460 FUND 031 * IMPACT FEES										
031475 FUND 031 * TRANS FR GEN FUND	$1,623,906		$425,000	$2,048,906						
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)	$2,500,000			$2,500,000	$1,883,342					
CP0030 Total	**$4,837,966**		**$2,210,000**	**$7,047,966**	**$2,597,402**					
CP0033										
Golf Pro Shop Acqusition										
031478 FUND 031 * TRANSFER FROM CIP										
031485 FUND 031 * Transfer from Sales Tax DSF - 2005(B)	$966,860			$966,860						
035477 FUND 035 * TRANS FROM DEBT SERVICE FUND										
CP0033 Total	**$966,860**			**$966,860**						
CP0035										
Bonanza Crosswalk										
031402 FUND 031 * STREETS IMPACT FEES										
031460 FUND 031 * IMPACT FEES	$18,369		-$14,262	$4,107	$4,107					
CP0035 Total	**$18,369**		**-$14,262**	**$4,107**	**$4,107**					
CP0036										
Traffic Calming										
031450 FUND 031 * BEGINNING BALANCE	$50,309			$50,309	$2,082					
031473 FUND 031 * SALE OF ASSETS	$20,140			$20,140	$575					
033468 FUND 033 * PROP TAX INCREMENT RDA	$49,245			$49,245	$7,441					
033470 FUND 033 * RENTAL INCOME	$6,361			$6,361						
CP0036 Total	**$126,055**			**$126,055**	**$10,098**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0037										
Office Space										
031475 FUND 031 * TRANS FR GEN FUND	$79,694			$79,694	$11,239					
031478 FUND 031 * TRANSFER FROM CIP										
035467 FUND 035 * OTHER MISCELLANEOUS	$520			$520						
035477 FUND 035 * TRANS FROM DEBT SERVICE FUND										
035485 FUND 035 * Transfer from Sales Tax DSF - 2005(B)										
CP0037 Total	**$80,214**			**$80,214**	**$11,239**					
CP0038										
Open Space Bond Acquisitions										
031451 FUND 031 * BOND PROCEEDS										
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND	$2,887,890			$2,887,890	$121,294					
CP0038 Total	**$2,887,890**			**$2,887,890**	**$121,294**					
CP0039										
Library Software										
031474 FUND 031 * STATE CONTRIBUTION	$12,279			$12,279						
031475 FUND 031 * TRANS FR GEN FUND	$12,279			$12,279						
CP0039 Total	**$24,558**			**$24,558**						
CP0040										
Water Department Deficiency Correction Projects										
051451 FUND 051 * BOND PROCEEDS			$108,354	$108,354						
051481 FUND 051 * WATER SERVICE FEES			$369,311	$369,311	$22,617	$273,680	$312,364	$327,982	$344,381	$250,000
CP0040 Total			**$477,665**	**$477,665**	**$22,617**	**$273,680**	**$312,364**	**$327,982**	**$344,381**	**$250,000**
CP0041										
Trails Master Plan Implementation										
031467 FUND 031 * OTHER MISCELLANEOUS			$51,683	$51,683						
031469 FUND 031 * RECR, ARTS&PARK-RAP TAX GRANT	$3,970			$3,970	$100					
031474 FUND 031 * STATE CONTRIBUTION										
031475 FUND 031 * TRANS FR GEN FUND	$24,018		$50,000	$74,018	$3,202					
031487 FUND 031 * RESTAURANT TAX GRANT	$10,500			$10,500	$6,522					
033450 FUND 033 * BEGINNING BALANCE			$372,961	$372,961						
033467 FUND 033 * OTHER MISCELLANEOUS	$51,683		-$51,683		$550					
033477 FUND 033 * TRANS FROM DEBT SERVICE FUND	$372,961		-$372,961							
CP0041 Total	**$463,132**		**$50,000**	**$513,132**	**$10,373**					
CP0042										
Gilmore Open Space Note										
031475 FUND 031 * TRANS FR GEN FUND		$100,000		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
033477 FUND 033 * TRANS FROM DEBT SERVICE FUND	$324,595		-$324,595							
034468 FUND 034 * PROP TAX INCREMENT RDA	$233			$233						
CP0042 Total	**$324,828**	**$100,000**	**-$324,595**	**$100,233**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**
CP0043										
Public Works Storage Parcel										
031473 FUND 031 * SALE OF ASSETS	$996,850			$996,850	$46,495					
051481 FUND 051 * WATER SERVICE FEES	$100,000	$50,000		$150,000		$50,000	$50,000	$50,000		
057479 FUND 057 * TRANSIT SALES TAX	$121,350			$121,350						
CP0043 Total	**$1,218,200**	**$50,000**		**$1,268,200**	**$46,495**	**$50,000**	**$50,000**	**$50,000**		
CP0045										
Building Replacement and Enhancement										
031475 FUND 031 * TRANS FR GEN FUND	$65,177	$75,000	-$75,000	$65,177	$48,442					
033450 FUND 033 * TRANS FR GEN FUND	$161			$161						
038483 FUND 038 * DEPREC. FUND BALANCE										
CP0045 Total	**$65,338**	**$75,000**	**-$75,000**	**$65,338**	**$48,442**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0046										
Golf Course Improvements										
055458 FUND 055 * FEDERAL GRANTS	$10,500			$10,500	$10,500					
055459 FUND 055 * GOLF FEES	$137,438	$266,000	-$203,938	$199,500	$86,548	$32,000	$32,000	$32,000	$32,000	$32,000
055467 FUND 055 * OTHER MISCELLANEOUS										
055469 FUND 055 * RECR, ARTS&PARK-RAP TAX GRANT	$15,000			$15,000						
CP0046 Total	**$162,938**	**$266,000**	**-$203,938**	**$225,000**	**$97,048**	**$32,000**	**$32,000**	**$32,000**	**$32,000**	**$32,000**
CP0047										
Downtown Enhancements/Design										
031460 FUND 031 * IMPACT FEES										
031467 FUND 031 * OTHER MISCELLANEOUS	$63,099			$63,099	$11,431					
034467 FUND 034 * OTHER MISCELLANEOUS										
034477 FUND 034 * TRANS FROM DEBT SERVICE FUND	$138,564			$138,564	$7,222					
057471 FUND 057 * RESORT TAX TRANSPOR	$383,279			$383,279	$19,888					
CP0047 Total	**$584,942**			**$584,942**	**$38,541**					
CP0048										
Main Street RDA Debt Service										
034468 FUND 034 * PROP TAX INCREMENT RDA				$920,000	$690,003					
CP0048 Total				**$920,000**	**$690,003**					
CP0049										
Lower Park RDA Debt Service										
033468 FUND 033 * PROP TAX INCREMENT RDA		$600,000		$600,000	$450,000	$600,000	$600,000	$600,000		
CP0049 Total		**$600,000**		**$600,000**	**$450,000**	**$600,000**	**$600,000**	**$600,000**		
CP0051										
Bus Maintenance & Operations Facility										
057450 FUND 057 * BEGINNING BALANCE										
057458 FUND 057 * FEDERAL GRANTS						$2,700,000				
057466 FUND 057 * OTHER CONTRIBUTIONS										
CP0051 Total						**$2,700,000**				
CP0053										
Sidewalk Improvements										
031474 FUND 031 * STATE CONTRIBUTION										
031475 FUND 031 * TRANS FR GEN FUND	$19,817			$19,817	$18,487					
CP0053 Total	**$19,817**			**$19,817**	**$18,487**					
CP0054										
Upper Park Avenue										
031450 FUND 031 * BEGINNING BALANCE	$1,561			$1,561	$576					
031475 FUND 031 * TRANS FR GEN FUND	$13,549		-$13,549							
034477 FUND 034 * TRANS FROM DEBT SERVICE FUND										
051481 FUND 051 * WATER SERVICE FEES										
CP0054 Total	**$15,110**		**-$13,549**	**$1,561**	**$576**					
CP0058										
Olympic Preparation/Legacies										
031475 FUND 031 * TRANS FR GEN FUND			$40,000	$40,000						
CP0058 Total			**$40,000**	**$40,000**						
CP0059										
Cemetery Capital Replacement										
031475 FUND 031 * TRANS FR GEN FUND	$10,618		$5,855	$16,473	$4,763	$20,000				
CP0059 Total	**$10,618**		**$5,855**	**$16,473**	**$4,763**	**$20,000**				

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0060										
Ice Facility										
031451 FUND 031 * BOND PROCEEDS										
031454 FUND 031 * DONATIONS	$102			$102						
031462 FUND 031 * INTEREST EARNINGS	$12,547			$12,547	$12,072					
031467 FUND 031 * OTHER MISCELLANEOUS	$465			$465	$270					
031469 FUND 031 * RECR, ARTS&PARK-RAP TAX GRANT	$1									
031475 FUND 031 * TRANS FR GEN FUND	$129,217			$129,217	$109,000					
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND	$0									
031478 FUND 031 * TRANSFER FROM CIP										
CP0060 Total	**$142,331**			**$142,331**	**$121,342**					
CP0061										
Economic Development										
034450 FUND 034 * BEGINNING BALANCE										
034467 FUND 034 * OTHER MISCELLANEOUS										
034468 FUND 034 * PROP TAX INCREMENT RDA	$42,009			$42,009	$2,423					
034475 FUND 034 * TRANS FR GEN FUND										
CP0061 Total	**$42,009**			**$42,009**	**$2,423**					
CP0063										
Historic Structure Abatement Fund										
031450 FUND 031 * BEGINNING BALANCE	$50,000			$50,000	-$188					
031467 FUND 031 * OTHER MISCELLANEOUS			$20,000	$20,000						
033468 FUND 033 * PROP TAX INCREMENT RDA	$475,000	$75,000		$550,000		$75,000				
034468 FUND 034 * PROP TAX INCREMENT RDA	$148,960	$50,000	-$50,000	$148,960						
CP0063 Total	**$673,960**	**$125,000**	**-$30,000**	**$768,960**	**-$188**	**$75,000**				
CP0064										
Library Expansion										
031475 FUND 031 * TRANS FR GEN FUND	$816			$816	$815					
CP0064 Total	**$816**			**$816**	**$815**					
CP0065										
Racquet Club Building Improvements										
031466 FUND 031 * OTHER CONTRIBUTIONS										
031469 FUND 031 * RECR, ARTS&PARK-RAP TAX GRANT	$0									
031475 FUND 031 * TRANS FR GEN FUND	$66,597	$50,000	-$50,000	$66,597	$94,867					
CP0065 Total	**$66,597**	**$50,000**	**-$50,000**	**$66,597**	**$94,867**					
CP0066										
Homeland Security Improvements										
031458 FUND 031 * FEDERAL GRANTS	$78,831		$49,432	$128,263	$64,887					
031467 FUND 031 * OTHER MISCELLANEOUS										
CP0066 Total	**$78,831**		**$49,432**	**$128,263**	**$64,887**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0067										
Recreation Complex										
031400 FUND 031 * OPEN SPACE IMPACT FEES										
031451 FUND 031 * BOND PROCEEDS										
031460 FUND 031 * IMPACT FEES	$0	$500,000	-$500,000							
031467 FUND 031 * OTHER MISCELLANEOUS	$48,272			$48,272	$48,175					
031469 FUND 031 * RECR, ARTS&PARK-RAP TAX GRANT										
031473 FUND 031 * SALE OF ASSETS										
031475 FUND 031 * TRANS FR GEN FUND	$1,237,125			$1,237,125	$1,237,124					
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND										
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)										
031487 FUND 031 * RESTAURANT TAX GRANT										
033468 FUND 033 * PROP TAX INCREMENT RDA										
CP0067 Total	**$1,285,397**	**$500,000**	**-$500,000**	**$1,285,397**	**$1,285,299**					
CP0068										
Spiro Treatment Plant										
051451 FUND 051 * BOND PROCEEDS	$954			$954						
CP0068 Total	**$954**			**$954**						
CP0069										
Judge Water Treatment Plant.										
051451 FUND 051 * BOND PROCEEDS	$1,730,180		-$478,557	$1,251,623	$24,229	$1,637,268				
051458 FUND 051 * FEDERAL GRANTS	$1,585,145	$820,000	-$2,405,145			$1,973,200				
051466 FUND 051 * OTHER CONTRIBUTIONS		$820,000	-$20,000	$800,000						
CP0069 Total	**$3,315,325**	**$1,640,000**	**-$2,903,702**	**$2,051,623**	**$24,229**	**$3,610,468**				
CP0070										
Meter Radio Read										
051481 FUND 051 * WATER SERVICE FEES	$247,686	$124,848	$4,932	$377,466		$133,680	$137,690			
CP0070 Total	**$247,686**	**$124,848**	**$4,932**	**$377,466**		**$133,680**	**$137,690**			
CP0071										
JSSD Water Assessment										
051480 FUND 051 * WATER IMPACT FEES	-$11,754	$674,918	$21,879	$685,043	$685,042	$715,954	$744,592	$774,375	$805,350	$837,564
CP0071 Total	**-$11,754**	**$674,918**	**$21,879**	**$685,043**	**$685,042**	**$715,954**	**$744,592**	**$774,375**	**$805,350**	**$837,564**
CP0072										
Relocated Utilities - Park Avenue.										
031450 FUND 031 * BEGINNING BALANCE	$373,506			$373,506						
031467 FUND 031 * OTHER MISCELLANEOUS	$95,242			$95,242						
034467 FUND 034 * OTHER MISCELLANEOUS	$58,000			$58,000						
034468 FUND 034 * PROP TAX INCREMENT RDA	$198,581			$198,581						
034472 FUND 034 * REVENUE FOR UTILITIES										
CP0072 Total	**$725,329**			**$725,329**						
CP0073										
Marsac Seismic Renovation										
031450 FUND 031 * BEGINNING BALANCE	$2,750,000		$2,550,000	$5,300,000						
031475 FUND 031 * TRANS FR GEN FUND	$750,000			$750,000						
CP0073 Total	**$3,500,000**		**$2,550,000**	**$6,050,000**						
CP0074										
Equipment Replacement - Rolling Stock										
038476 FUND 038 * TRANS FR GEN FUND-EQUIP REPLAC	$2,205,895	$200,000	$350,000	$2,755,895	$565,223	$550,000	$550,000	$550,000	$550,000	$550,000
CP0074 Total	**$2,205,895**	**$200,000**	**$350,000**	**$2,755,895**	**$565,223**	**$550,000**	**$550,000**	**$550,000**	**$550,000**	**$550,000**

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0075										
Equipment Replacement - Computer										
038476 FUND 038 * TRANS FR GEN FUND-EQUIP REPLAC	$380,002	$100,000	$50,000	$530,002	$43,729	$150,000	$150,000	$150,000	$150,000	$150,000
CP0075 Total	**$380,002**	**$100,000**	**$50,000**	**$530,002**	**$43,729**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**
CP0076										
Boothill Tank.										
051451 FUND 051 * BOND PROCEEDS										
051480 FUND 051 * WATER IMPACT FEES										
051481 FUND 051 * WATER SERVICE FEES	$19,127			$19,127						
051488 FUND 051 * BOND PROCEEDS (CIB)	$1,420,319		$191,245	$1,611,564	$1,111,261					
CP0076 Total	**$1,439,446**		**$191,245**	**$1,630,691**	**$1,111,261**					
CP0077										
Boothill Pumpstation										
051451 FUND 051 * BOND PROCEEDS										
051480 FUND 051 * WATER IMPACT FEES	$4,297			$4,297						
051488 FUND 051 * BOND PROCEEDS (CIB)	$1,862,196		$36	$1,862,232	$50,236					
CP0077 Total	**$1,866,493**		**$36**	**$1,866,529**	**$50,236**					
CP0078										
Park Meadows Well Water Treatment Project										
051451 FUND 051 * BOND PROCEEDS										
051480 FUND 051 * WATER IMPACT FEES	$335			$335						
051481 FUND 051 * WATER SERVICE FEES										
051488 FUND 051 * BOND PROCEEDS (CIB)	$175,922		$8,069	$183,991	$24,353					
CP0078 Total	**$176,257**		**$8,069**	**$184,326**	**$24,353**					
CP0080										
JSSD Pipeline.										
051466 FUND 051 * OTHER CONTRIBUTIONS										
CP0080 Total										
CP0081										
OTIS Water Pipeline Replacement Projects										
051481 FUND 051 * WATER SERVICE FEES	$81,000	$150,000		$231,000		$150,000	$150,000	$150,000		
CP0081 Total	**$81,000**	**$150,000**		**$231,000**		**$150,000**	**$150,000**	**$150,000**		
CP0083										
Lower Norfolk										
031451 FUND 031 * BOND PROCEEDS		$1,736,000	-$1,736,000			$1,792,000				
CP0083 Total		**$1,736,000**	**-$1,736,000**			**$1,792,000**				
CP0084										
Woodside - North of 13th										
031451 FUND 031 * BOND PROCEEDS						$1,075,000				
CP0084 Total						**$1,075,000**				
CP0085										
Town Plaza & Shell Space										
031475 FUND 031 * TRANS FR GEN FUND	$750,000			$750,000	$53,357					
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)	$1,148,846		$267,997	$1,416,843						
034451 FUND 034 * BOND PROCEEDS										
034473 FUND 034 * SALE OF ASSETS			$2,010,000	$2,010,000	$3,078					
CP0085 Total	**$1,898,846**		**$2,277,997**	**$4,176,843**	**$56,435**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0086										
Prospect Avenue										
031458 FUND 031 * FEDERAL GRANTS			$336,872	$336,872	$336,872					
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)	$1,051,986		-$267,997	$783,989	$733,989					
031490 FUND 031 * COUNTY/SP DISTRICT CONT										
034451 FUND 034 * BOND PROCEEDS										
CP0086 Total	**$1,051,986**		**$68,875**	**$1,120,861**	**$1,070,861**					
CP0087										
Woodside 8th-12th - Utility Relocation										
031451 FUND 031 * BOND PROCEEDS		$568,000	-$568,000							
CP0087 Total		**$568,000**	**-$568,000**							
CP0089										
Public Art										
031475 FUND 031 * TRANS FR GEN FUND	$125,566			$125,566	$5,434					
031487 FUND 031 * RESTAURANT TAX GRANT	$1,662			$1,662						
CP0089 Total	**$127,229**			**$127,228**	**$5,434**					
CP0090										
Friends of the Farm										
031466 FUND 031 * OTHER CONTRIBUTIONS	$2,634		$8,183	$10,817	$938					
CP0090 Total	**$2,634**		**$8,183**	**$10,817**	**$938**					
CP0091										
Golf Maintenance Equipment Replacement										
055459 FUND 055 * GOLF FEES	$39,135	$58,884	-$23,019	$75,000	$64,771	$98,000	$98,000	$98,000	$98,000	$98,000
055487 FUND 055 * RESTAURANT TAX GRANT										
CP0091 Total	**$39,135**	**$58,884**	**-$23,019**	**$75,000**	**$64,771**	**$98,000**	**$98,000**	**$98,000**	**$98,000**	**$98,000**
CP0092										
Open Space Improvements										
031450 FUND 031 * BEGINNING BALANCE	$45,615			$45,615	$2,150					
031466 FUND 031 * OTHER CONTRIBUTIONS	$591,710		$374,222	$965,932	$19,169					
031474 FUND 031 * STATE CONTRIBUTION			$90,000	$90,000						
CP0092 Total	**$637,325**		**$464,222**	**$1,101,547**	**$21,320**					
CP0095										
Tennis Bubble Replacement										
031450 FUND 031 * BEGINNING BALANCE	$150,000			$150,000						
031473 FUND 031 * SALE OF ASSETS						$30,000				
031475 FUND 031 * TRANS FR GEN FUND			$50,000	$50,000		$30,000				
CP0095 Total	**$150,000**		**$50,000**	**$200,000**		**$60,000**				
CP0096										
E-Government Software										
031450 FUND 031 * BEGINNING BALANCE	$464,703			$464,703	$128,543					
031475 FUND 031 * TRANS FR GEN FUND										
CP0096 Total	**$464,703**			**$464,703**	**$128,543**					
CP0097										
Bonanza Drive Reconstruction										
031458 FUND 031 * FEDERAL GRANTS							$1,000,000			
031475 FUND 031 * TRANS FR GEN FUND						$300,000	$536,000			
033468 FUND 033 * PROP TAX INCREMENT RDA										
CP0097 Total						**$300,000**	**$1,536,000**			

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0099										
Imperial Hotel Maintenance										
031450 FUND 031 * BEGINNING BALANCE	$23,186		-$2,617	$20,569	$21,251					
CP0099 Total	**$23,186**		**-$2,617**	**$20,569**	**$21,251**					
CP0100										
Neighborhood Parks										
031451 FUND 031 * BOND PROCEEDS										
031477 FUND 031 * TRANS FROM DEBT SERVICE FUND	$889,424			$889,424	$138,593					
CP0100 Total	**$889,424**			**$889,424**	**$138,593**					
CP0101										
BioCell Remediation										
031475 FUND 031 * TRANS FR GEN FUND	$140,361		$60,000	$200,361	$467					
CP0101 Total	**$140,361**		**$60,000**	**$200,361**	**$467**					
CP0102										
Top Soil Assistance Program										
031475 FUND 031 * TRANS FR GEN FUND	$25,795			$25,795	$3,600					
CP0102 Total	**$25,795**			**$25,795**	**$3,600**					
CP0103										
Quinn's Junction Infrastucture Improvements										
051480 FUND 051 * WATER IMPACT FEES										
CP0103 Total										
CP0105										
Mountain Regional Water Connection										
051480 FUND 051 * WATER IMPACT FEES										$400,000
CP0105 Total										**$400,000**
CP0106										
Public Works Storage Bldg										
031475 FUND 031 * TRANS FR GEN FUND										
CP0106 Total										
CP0107										
Retaining Wall at 41 Sampson Ave										
031475 FUND 031 * TRANS FR GEN FUND	$55,000			$55,000						
CP0107 Total	**$55,000**			**$55,000**						
CP0108										
Flagstaff Transit Transfer Fee										
031466 FUND 031 * OTHER CONTRIBUTIONS										
057466 FUND 057 * OTHER CONTRIBUTIONS	$565,790		$372,015	$937,805						
CP0108 Total	**$565,790**		**$372,015**	**$937,805**						
CP0109										
Deer Valley Drive Neighborhood										
031475 FUND 031 * TRANS FR GEN FUND	$50,000			$50,000						
CP0109 Total	**$50,000**			**$50,000**						
CP0110										
Prospector Neighborhood/business enhance service request										
031475 FUND 031 * TRANS FR GEN FUND										
CP0110 Total										

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0111										
Prospector Ave Storm Drain										
031475 FUND 031 * TRANS FR GEN FUND			$50,000	$50,000						
CP0111 Total			**$50,000**	**$50,000**						
CP0112										
Meadows Drive Traffic Signal										
031402 FUND 031 * STREETS IMPACT FEES										
031475 FUND 031 * TRANS FR GEN FUND						$250,000				
CP0112 Total						**$250,000**				
CP0113										
3 Kings Dr Storm Drain										
031475 FUND 031 * TRANS FR GEN FUND	$23,000			$23,000						
CP0113 Total	**$23,000**			**$23,000**						
CP0114										
Storm Drain & Flood Control Devices										
031475 FUND 031 * TRANS FR GEN FUND	$22,412		$75,000	$97,412	$64,288					
CP0114 Total	**$22,412**		**$75,000**	**$97,412**	**$64,288**					
CP0115										
Public Works Complex Improvements										
057466 FUND 057 * OTHER CONTRIBUTIONS										
057475 FUND 057 * TRANS FR GEN FUND	$49,386			$49,386	$7,428					
CP0115 Total	**$49,386**			**$49,386**	**$7,428**					
CP0118										
Transit GIS/AVL system										
057450 FUND 057 * BEGINNING BALANCE										
057458 FUND 057 * FEDERAL GRANTS			$260,000	$260,000		$646,400				
057466 FUND 057 * OTHER CONTRIBUTIONS										
057482 FUND 057 * REGIONAL TRANSIT REVENUE			$26,000	$26,000		$106,800				
CP0118 Total			**$286,000**	**$286,000**		**$753,200**				
CP0119										
Ice Rink - Cash Flow/Fundraising CIP										
031454 FUND 031 * DONATIONS										
031475 FUND 031 * TRANS FR GEN FUND			$52,750	$52,750						
CP0119 Total			**$52,750**	**$52,750**						
CP0122										
Police Wireless Network										
031475 FUND 031 * TRANS FR GEN FUND	$93,808			$93,808	$5,750					
CP0122 Total	**$93,808**			**$93,808**	**$5,750**					
CP0123										
Replace Police Dispatch System										
031475 FUND 031 * TRANS FR GEN FUND	$275,000			$275,000	$161,992					
CP0123 Total	**$275,000**			**$275,000**	**$161,992**					
CP0124										
Kearns Boulevard Improvements										
031475 FUND 031 * TRANS FR GEN FUND	$97,293			$97,293	$10,237					
CP0124 Total	**$97,293**			**$97,293**	**$10,237**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0125										
Quinn's Rec - Maintenance Equipment										
031475 FUND 031 * TRANS FR GEN FUND	$85,000			$85,000	$66,390					
CP0125 Total	**$85,000**			**$85,000**	**$66,390**					
CP0126										
Fiber extention to Quinn's Junction										
031475 FUND 031 * TRANS FR GEN FUND										
CP0126 Total										
CP0127										
Mobile Data System										
031467 FUND 031 * OTHER MISCELLANEOUS	$19,971			$19,971	$11,238					
031475 FUND 031 * TRANS FR GEN FUND	$15,285			$15,285						
CP0127 Total	**$35,256**			**$35,256**	**$11,238**					
CP0128										
Quinn's Ice/Fields Phase II										
031462 FUND 031 * INTEREST EARNINGS			$300,000	$300,000						
031473 FUND 031 * SALE OF ASSETS										
031475 FUND 031 * TRANS FR GEN FUND	$335,000			$335,000	$322,933					
CP0128 Total	**$335,000**		**$300,000**	**$635,000**	**$322,933**					
CP0130										
Snow Creek Parcel Purchase										
031473 FUND 031 * SALE OF ASSETS	$111,915			$111,915						
031478 FUND 031 * TRANSFER FROM CIP	$159,239			$159,239						
CP0130 Total	**$271,154**			**$271,154**						
CP0131										
Conservation Reserve Program										
031458 FUND 031 * FEDERAL GRANTS	$1,789		$1,780	$3,569	$398					
CP0131 Total	**$1,789**		**$1,780**	**$3,569**	**$398**					
CP0132										
Museum Expansion										
031466 FUND 031 * OTHER CONTRIBUTIONS										
031487 FUND 031 * RESTAURANT TAX GRANT	$46,108		$60,000	$106,108	$46,550					
CP0132 Total	**$46,108**		**$60,000**	**$106,108**	**$46,550**					
CP0133										
Public Works Equipment										
031475 FUND 031 * TRANS FR GEN FUND	$11,215		$150,000	$161,215	$7,829					
CP0133 Total	**$11,215**		**$150,000**	**$161,215**	**$7,829**					
CP0134										
Impact Fees										
031400 FUND 031 * OPEN SPACE IMPACT FEES	$1,157,308		-$157,308	$1,000,000						
031401 FUND 031 * PUBLIC SAFETY IMPACT FEES	$9,926			$9,926						
031402 FUND 031 * STREETS IMPACT FEES	$90,055		-$90,055							
031460 FUND 031 * IMPACT FEES										
051480 FUND 051 * WATER IMPACT FEES	$1,879,731		-$1,879,731							
CP0134 Total	**$3,137,020**		**-$2,127,094**	**$1,009,926**						
CP0136										
County Vehicle Replacment Fund										
057482 FUND 057 * REGIONAL TRANSIT REVENUE	$46,930			$46,930						
CP0136 Total	**$46,930**			**$46,930**						

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget (current year - FY 2007)	Adjustments (current year - FY 2007)	Adjusted Budget (current year - FY 2007)	YTD Expenses (current year - FY 2007)	2008 Proposed Budget	2009 (plan)	2010 (plan)	2011 (plan)	2012 (plan)
CP0137										
Transit Expansion										
057458 FUND 057 * FEDERAL GRANTS			$237,952	$237,952		$449,946	$240,000		$240,000	
057479 FUND 057 * TRANSIT SALES TAX			$29,744	$29,744		$56,243	$30,000		$30,000	
057482 FUND 057 * REGIONAL TRANSIT REVENUE			$29,744	$29,744		$56,243	$30,000		$30,000	
CP0137 Total			**$297,440**	**$297,440**		**$562,432**	**$300,000**		**$300,000**	
CP0138										
Deer Valley Fire Flow Tie-In										
051466 FUND 051 * OTHER CONTRIBUTIONS	$50,000			$50,000	$15					
CP0138 Total	**$50,000**			**$50,000**	**$15**					
CP0139										
Solamere Pump Station Upgrade										
051466 FUND 051 * OTHER CONTRIBUTIONS	$150,000			$150,000	$15					
CP0139 Total	**$150,000**			**$150,000**	**$15**					
CP0140										
Water System Emergency Power Master Planning										
051481 FUND 051 * WATER SERVICE FEES						$50,000				
CP0140 Total						**$50,000**				
CP0141										
Boothill Transmission Line										
051458 FUND 051 * FEDERAL GRANTS										
051466 FUND 051 * OTHER CONTRIBUTIONS	$300,000			$300,000						
051480 FUND 051 * WATER IMPACT FEES							$1,124,970			
051481 FUND 051 * WATER SERVICE FEES							$525,030			
CP0141 Total	**$300,000**			**$300,000**			**$1,650,000**			
CP0142										
Racquet Club Program Equipment Replacement										
031475 FUND 031 * TRANS FR GEN FUND			$50,000	$50,000	$34,685	$50,000	$50,000	$50,000	$50,000	
CP0142 Total			**$50,000**	**$50,000**	**$34,685**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	
CP0143										
Intersection Realignment Monitor Dr & Racquet Club Entrance										
031475 FUND 031 * TRANS FR GEN FUND			$75,000	$75,000						
CP0143 Total			**$75,000**	**$75,000**						
CP0145										
Cross Country Snowmobile & Roller										
031475 FUND 031 * TRANS FR GEN FUND			$10,000	$10,000	$11,600					
CP0145 Total			**$10,000**	**$10,000**	**$11,600**					
CP0146										
Asset Management/Replacement Program										
031475 FUND 031 * TRANS FR GEN FUND	$2,331,959		$523,459	$2,855,418	$5,042	$582,709	$582,709	$582,709	$582,709	$582,709
CP0146 Total	**$2,331,959**		**$523,459**	**$2,855,418**	**$5,042**	**$582,709**	**$582,709**	**$582,709**	**$582,709**	**$582,709**
CP0147										
Little Kate Recrown/Improvements										
031475 FUND 031 * TRANS FR GEN FUND										
CP0147 Total										
CP0148										
Walkable Community/Safe Pedestrian Study										
031475 FUND 031 * TRANS FR GEN FUND	$100,000		$50,000	$150,000	$83,410					
CP0148 Total	**$100,000**		**$50,000**	**$150,000**	**$83,410**					

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0149										
Update Recreation Needs & Facility Assessment										
031475 FUND 031 * TRANS FR GEN FUND			$75,000	$75,000	$5,354					
CP0149 Total			**$75,000**	**$75,000**	**$5,354**					
CP0150										
Ice Facility Capital Replacement										
031475 FUND 031 * TRANS FR GEN FUND						$8,000		$5,500	$8,000	
031490 FUND 031 * COUNTY/SP DISTRICT CONT	$13,998			$13,998		$50,000	$50,000	$50,000	$50,000	$50,000
CP0150 Total	**$13,998**			**$13,998**		**$58,000**	**$50,000**	**$55,500**	**$58,000**	**$50,000**
CP0151										
China Bridge Control Equipment										
031475 FUND 031 * TRANS FR GEN FUND										
057489 FUND 057 * METER REVENUE										
CP0151 Total										
CP0152										
Parking Meter Replacement										
057489 FUND 057 * METER REVENUE			$24,000	$24,000		$306,000				-$24,000
CP0152 Total			**$24,000**	**$24,000**		**$306,000**				**-$24,000**
CP0153										
Quinn's Public Improvements										
031400 FUND 031 * OPEN SPACE IMPACT FEES										
031475 FUND 031 * TRANS FR GEN FUND	$284,550		$17,790	$302,340	$287,340	$70,000				
CP0153 Total	**$284,550**		**$17,790**	**$302,340**	**$287,340**	**$70,000**				
CP0154										
Sales Tax Bond Contingency										
031484 FUND 031 * Transfer from Sales Tax DSF - 2005(A)	$492,415		$241,620	$734,035						
CP0154 Total	**$492,415**		**$241,620**	**$734,035**						
CP0155										
OTIS Phase II(a)										
031451 FUND 031 * BOND PROCEEDS						$4,036,704				
CP0155 Total						**$4,036,704**				
CP0156										
OTIS Phase II(b)										
031451 FUND 031 * BOND PROCEEDS									$6,678,875	
CP0156 Total									**$6,678,875**	
CP0157										
OTIS Phase III(a)										
031451 FUND 031 * BOND PROCEEDS										
CP0157 Total										
CP0158										
OTIS Phase III(b)										
031451 FUND 031 * BOND PROCEEDS										
CP0158 Total										
CP0159										
Building Dept. Training Grant										
031474 FUND 031 * STATE CONTRIBUTION			$8,000	$8,000						
CP0159 Total			**$8,000**	**$8,000**						

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0160										
Ice Facility Capital Improvements										
031475 FUND 031 * TRANS FR GEN FUND			$67,000	$67,000			$35,000			
031487 FUND 031 * RESTAURANT TAX GRANT			$100,000	$100,000						
CP0160 Total			**$167,000**	**$167,000**			**$35,000**			
CP0161										
Golf Car Loan & Purchase										
031450 FUND 031 * BEGINNING BALANCE			$139,290	$139,290						
055450 FUND 055 * BEGINNING BALANCE			$139,290	$139,290						
055465 FUND 055 * LOAN PROCEEDS			$139,290	$139,290						
CP0161 Total			**$417,870**	**$417,870**						
CP0162										
Shop Computers										
031475 FUND 031 * TRANS FR GEN FUND			$8,500	$8,500						
CP0162 Total			**$8,500**	**$8,500**						
CP0163										
Quinn's Fields Phase III										
031400 FUND 031 * OPEN SPACE IMPACT FEES			$562,263	$562,263		$800,000	$500,000	$400,000	$300,000	
CP0163 Total			**$562,263**	**$562,263**		**$800,000**	**$500,000**	**$400,000**	**$300,000**	
CP0164										
Park City Website Remodel										
031475 FUND 031 * TRANS FR GEN FUND			$25,000	$25,000						
CP0164 Total			**$25,000**	**$25,000**						
CP0165										
Time and Attendance Software										
031475 FUND 031 * TRANS FR GEN FUND			$60,000	$60,000						
CP0165 Total			**$60,000**	**$60,000**						
CP0166										
WI-FI Wireless Infrastructure										
031475 FUND 031 * TRANS FR GEN FUND										
CP0166 Total										
CP0167										
Skate Park Repairs										
033450 FUND 033 * BEGINNING BALANCE			$30,000	$30,000						
CP0167 Total			**$30,000**	**$30,000**						
CP0168										
Bus Barn Sewer Connection										
057479 FUND 057 * TRANSIT SALES TAX						$25,000				
CP0168 Total						**$25,000**				
CP0169										
Bus Stop Lights										
057479 FUND 057 * TRANSIT SALES TAX						$7,200	$7,200			
CP0169 Total						**$7,200**	**$7,200**			
CP0170										
Bus Wash Rehab										
057479 FUND 057 * TRANSIT SALES TAX						$15,000				
CP0170 Total						**$15,000**				

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0171										
Upgrade OH Door Rollers										
057479 FUND 057 * TRANSIT SALES TAX						$9,000				
CP0171 Total						**$9,000**				
CP0172										
Public Works Site Cleanup										
031475 FUND 031 * TRANS FR GEN FUND			$77,000	$77,000						
CP0172 Total			**$77,000**	**$77,000**						
CP0173										
Detention Basin Feasibility Study										
031475 FUND 031 * TRANS FR GEN FUND			$20,000	$20,000						
CP0173 Total			**$20,000**	**$20,000**						
CP0174										
Deer Valley Dr. Roundabout										
031402 FUND 031 * STREETS IMPACT FEES			$188,463	$188,463		$31,537				
CP0174 Total			**$188,463**	**$188,463**		**$31,537**				
CP0175										
School Bypass Road										
031402 FUND 031 * STREETS IMPACT FEES										
CP0175 Total										
CP0176										
Deer Valley Drive Reconstruction										
031402 FUND 031 * STREETS IMPACT FEES										
031458 FUND 031 * FEDERAL GRANTS									$1,000,000	
031475 FUND 031 * TRANS FR GEN FUND									$75,270	
CP0176 Total									**$1,075,270**	
CP0177										
China Bridge Improvements & Equipment										
031475 FUND 031 * TRANS FR GEN FUND			$140,000	$140,000						
CP0177 Total			**$140,000**	**$140,000**						
CP0178										
Rockport Water, Pipeline, and Storage										
051480 FUND 051 * WATER IMPACT FEES						$433,987	$433,987	$433,987	$433,987	$433,987
051481 FUND 051 * WATER SERVICE FEES						$254,881	$254,881	$254,881	$254,881	$254,881
CP0178 Total						**$688,868**	**$688,868**	**$688,868**	**$688,868**	**$688,868**
CP0179										
Park City-Mt. Regional Pipeline										
051480 FUND 051 * WATER IMPACT FEES										$7,033,567
051481 FUND 051 * WATER SERVICE FEES										$4,130,825
CP0179 Total										**$11,164,392**
CP0180										
Corrosion Study of Water System										
051481 FUND 051 * WATER SERVICE FEES						$50,000				
CP0180 Total						**$50,000**				
CP0181										
Spiro Building Maintenance										
051481 FUND 051 * WATER SERVICE FEES			$50,000	$50,000		$52,052				
CP0181 Total			**$50,000**	**$50,000**		**$52,052**				

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0182										
Park Meadows Golf Course Water Rights										
051481 FUND 051 * WATER SERVICE FEES						$500,000				
CP0182 Total						**$500,000**				
CP0183										
CCJJ In-Car Video Cameras										
031474 FUND 031 * STATE CONTRIBUTION			$7,500	$7,500						
CP0183 Total			**$7,500**	**$7,500**						
CP0184										
Judge/Talisker/NPDES										
051481 FUND 051 * WATER SERVICE FEES			$60,000	$60,000						
CP0184 Total			**$60,000**	**$60,000**						
CP0185										
Wind Power Grant										
031466 FUND 031 * OTHER CONTRIBUTIONS			$100,000	$100,000						
CP0185 Total			**$100,000**	**$100,000**						
CP0186										
Energy Efficiency Study on City Facilities										
031475 FUND 031 * TRANS FR GEN FUND			$45,000	$45,000						
CP0186 Total			**$45,000**	**$45,000**						
CP0187										
Historic District Guidelines										
031475 FUND 031 * TRANS FR GEN FUND			$45,000	$45,000						
033468 FUND 033 * PROP TAX INCREMENT RDA			$45,000	$45,000						
CP0187 Total			**$90,000**	**$90,000**						
CP0188										
Landfill Operations Master Plan and Hazmat Container										
031475 FUND 031 * TRANS FR GEN FUND			$45,000	$45,000						
CP0188 Total			**$45,000**	**$45,000**						
CP0189										
Purchase of Fire Station										
033450 FUND 033 * BEGINNING BALANCE			$405,235	$405,235						
033477 FUND 033 * TRANS FROM DEBT SERVICE FUND			$1,094,765	$1,094,765						
CP0189 Total			**$1,500,000**	**$1,500,000**						
CP0190										
Walkability Implementation										
031474 FUND 031 * STATE CONTRIBUTION			$86,500	$86,500						
031475 FUND 031 * TRANS FR GEN FUND			$862,350	$862,350		$107,500				
033450 FUND 033 * BEGINNING BALANCE			$192,750	$192,750						
CP0190 Total			**$1,141,600**	**$1,141,600**		**$107,500**				
CP0191										
Walkability Maintenance										
031475 FUND 031 * TRANS FR GEN FUND			$40,000	$40,000		$40,000	$40,000	$40,000	$40,000	$40,000
CP0191 Total			**$40,000**	**$40,000**		**$40,000**	**$40,000**	**$40,000**	**$40,000**	**$40,000**
CP0192										
Walkability Contingency										
031475 FUND 031 * TRANS FR GEN FUND			$295,800	$295,800						
CP0192 Total			**$295,800**	**$295,800**						

CIP Project Summary

Description	Prior Year Carry Forward	Original Budget	Adjustments	Adjusted Budget	YTD Expenses	2008 Proposed Budget	2009	2010	2011	2012
		(current year - FY 2007)					(plan)			
CP0193										
Round Valley Reservoir										
051481 FUND 051 * WATER SERVICE FEES										
CP0193 Total										
CP0194										
Rockport Water Treatment Plant										
051480 FUND 051 * WATER IMPACT FEES										
CP0194 Total										
CP0195										
Second Ice Sheet										
031475 FUND 031 * TRANS FR GEN FUND										
CP0195 Total										
CP0196										
Downtown Projects - Phase III										
031475 FUND 031 * TRANS FR GEN FUND										
CP0196 Total										
CP0197										
Prospector Improvements										
031475 FUND 031 * TRANS FR GEN FUND										
CP0197 Total										
CP0198										
Loans for Water Capital Improvements										
031475 FUND 031 * TRANS FR GEN FUND										
CP0198 Total										
CP0199										
Sustainability/Environmental Initiatives										
031475 FUND 031 * TRANS FR GEN FUND										
CP0199 Total										
CP0200										
Comstock Reconstruction										
031475 FUND 031 * TRANS FR GEN FUND										
CP0200 Total										
Grand Total	**$54,450,307**	**$8,433,106**	**$13,255,689**	**$77,059,102**	**$14,974,346**	**$24,144,034**	**$9,474,473**	**$7,117,484**	**$13,498,503**	**$15,356,989**

CIP Descriptions

CIP #	Project Name	Project Description
cp0001	Plannng/Capital Analysis	Annual analysis of General Impact Fees to determine/justify formula, collection, use. Including GASB 34 planning and implementation.
cp0002	Information System Enhancement/Upgrades	Funding of computer expenditures and major upgrads as technology is available. Technological advancements that solve a City need are funded from here. Past examples include web page design and implementation, security systems, document imaging, telephony enhancements, etc.
cp0003	Old Town Stairs	An ongoing program to construct or reconstruct stairways in the Old Town Area. Stairways that are in a dilapidated condition beyond effective repair are replaced. Most of the stair projects include retaining walls, drainage improvements and lighting. Like trails, the priority depends on factors such as adjacent development, available easements, community priority and location. Funding comes largely from RDAs so most funding is restricted for use in a particular area. Tread replacements are planned beginning with the oldest in closest proximity to Main Street. New sets proposed include 9th St. with three new blocks at $300,000 (LPARDA);10th St. with 1 new block at $100,000 (LPARDA);possible improvements to Crescent Tram pending resolution of the current parcel discussions (no identified funding); Reconstruct 3rd St, 4th St, 5th St, others as prioritized (Main St RDA). See also Project #722.
cp0004	Hillside Avenue Design and Widening	Hillside Avenue Design and Widening. Park City has acquired all the necessary right-of-way to implement a downhill widening project on Hillside Avenue between Marsac and Main Street. There is very little neighborhood support for this project. The condition of existing retaining walls is poor and money should be kept in the CIP Budget for emergency replacement. However, no funds are scheduled to be spent.
cp0005	City Park Improvements	As Park City and surrounding areas continue to grow, there is a greater public demand for recreational uses. This project is a continuing effort to complete City Park. The funds will be used to improve and better accommodate the community's needs with necessary recreational amenities.
cp0006	Pavement Managment Implementation	This project provides the funding necessary to properly maintain and prolong the useful life of City owned streets and parking lots. Annual maintenance projects include crack sealing, slurry sealing and overlays.
cp0007	Tunnel Maintenance	Maintenance of two mine water source tunnels. Replacement of rotting timber with steel sets and cleanup of mine cave ins. Stabilization of sidewall shifting with split set of bolts and screening.
cp0008	Historical Incentive Grants	The historic preservation board continues to look at requests for matching grants for restoration work on a case-by-case basis. The program was modified this year to review grants requests all year long. Funding for this project comes from Main Street and Lower Park RDAs.
cp0009	Transit Coaches Replacement & Renewal	This program provides for the replacement of the existing transit fleet and additional vehicles for service expansions. Federal Transit Administration will be providing 80 percent of the purchase cost.
cp0010	Water Department Service Equipment	Replacement of vehicles and other water department service equipment that is on the timed depreciation schedule.

CIP Descriptions

CIP #	Project Name	Project Description
cp0011	Bike Path Sealing	This project provides the funding necessary to properly maintain and prolong the useful life of City owned pavement on bike paths and trails. Annual maintenance projects include crack sealing and slurry sealing.
cp0013	Affordable Housing Program	The Housing Advisory Task Force in 1994 recommended the establishment of ongoing revenue sources to fund a variety of affordable housing programs. The city has established the Housing Authority Fund (36-49048) and a Projects Fund (31-49058). Fund 36-49048 will be for the acquisition of units as opportunities become available, provision of employee mortgage assistance, and prior housing loan commitments. It will also provide assistance to developers in the production of units.
cp0014	McPolin Farm	City Farm Phase II - Landscaping. Trailhead parking. Completion of the sidewalks, ADA accessible trail to safely accommodate the passive use of the property.
cp0015	Main Street Parking	This would fund the anticipated construction costs of an expansion to the existing China Bridge parking structure. The parking addition would cover the costs associated with construction approx. 320 new parking spaces. Design and project management costs would be covered under a separate project.
cp0017	ADA Implementation	Many of the City's buildings have restricted programs due to physical restraints of the buildings. An ADA compliance audit was conducted by the building department and phase one improvements have been made. Additional funds will be needed to continue the program to complete phase 2 and 3 improvements.
cp0019	Library Development & Donations	Project 579 also includes a category 39124. Public Library development grant. This is a grant made to all public libraries in Utah by the State, based on population and assessed needs. The uses of this money are restricted by State statute, and must be outlined in the Library goals which are set by the Library Board and due to the State Library at the end of October each year.
cp0020	City-wide Signs Phase I	Funded in FY02 - Continue to coordinate and install way-finding and directional signs throughout the City. See also Project #732.
cp0021	Geographic Information Systems	Utilize the geographic information system software obtained in grant from ESRI to produce a base map, parcel map, and street center line map. Maps will be used by numerous city departments for planning and design purposes. This program is a joint venture between PCMC & SBSID. An interlocal agreement is pending between PCMC, SBSID, and Summit County.
cp0022	Sandridge Parking Lot	Construction of the Sandridge parking lot. Includes landscaping, lighting, fencing and other beautification elements.
cp0025	Bus Shelters	Passenger amenities such as shelters, and benches have proven to enhance transit ridership. This project will provide the funding necessary to redesign and install shelters and benches at new locations. These locations will be determined using rider and staff input as well as rider data. Funding will be 80% FTA funds, 20% transit fund balance.
cp0026	Motor Change-out and Rebuild Program	In order to minimize the potential for water distribution interruptions all system pumps and motors are evaluated at least yearly with those indicating a problem taken out of service and either repaired or replaced. Funded by user fees.

CIP Descriptions

CIP #	Project Name	Project Description
cp0027	Water Recording Devices	In order to obtain accurate East Canyon flow records for downstream users and State Engineer, it is requested to purchase 2 plumes recording devices and install required electrical cable to these units. These will be installed by stream flows below 3 Kings before the Mt. air flume and by #8 fairway at Park City golf course. Funded by user fees.
cp0028	5 Year CIP Funding	This account is for identified unfunded projects.
cp0029	Equipment Replacement - Film Equipment	Operational pay back relating to film equipment.
cp0030	Public Safety Complex	Construction of a facility that will house the police, communication and related department functions and will provide for the operational needs of the Public safety function. 4% of contruction cost allocated for green building 1% of construction cost allocated for public art.
cp0033	Golf Pro Shop Acquisition	In the development agreement signed in 1997, the golf course was obligated to pay for areas of the Hotel development. City agreed to pay for 48% of the underground parking construction costs. The City agree to pay for 50% of the restroom construction costs. The city agreed to pay for construction costs of the 2000 square foot Pro Shop. This will be finished to a shell state, City will be responsible for fixtures, floor coverings, and window coverings. Additional funds will be needed to rebuild the driving range area. The City will pay for the construction of the golf cart storage area.
cp0035	Bonanza Crosswalk	Initial installation complete-remaining funds to make any future adjustments if required.
cp0036	Traffic Calming	Over the last few years residents have expressed concerns with the speed and number of vehicles, safety of children and walkers. A program prioritization has been implemented. The interest of participation for traffic calming has come in from Prospector, Park Meadows, Old Town, Solamere/Oaks areas.
cp0037	Office Space	Consistent with the recommendations of the Space Needs Committee, these funds will be used to reconfigure office space, workstations, meeting and storage space in the Marsac building.
cp0038	Open Space Bond Acquisition	In 1998 and 2002, Park City Residents, by votes of 78% and 80%, voted in support of $20,000,000 of Open Space Bonds. These bonds are to fund the purchase of properties that contribute to the open and natural beauty of the city. It is the City's goal to prevent these properties from future development and preserve Open Space for future generations. To oversee this mission, the City Council created a Citizens Open Space Advisory Committee (COSAC) to oversee the property selection.
cp0039	Library Software	The purpose of this project is the purchase and installation of a new automated system for the Library. This system will handle all Library functions as well as providing web access to the Library's holdings and other resources. Costs will cover hardware, software, conversion services and training. The contract for this project was approved by City Council in March of 2000, and the matching funds from the CIP budget were also approved by City Council.
cp0040	Water Dept Infrastructure Improvement	This project includes all aspects of daily maintenance, improvements to water system quantity and quality.

CIP Descriptions

CIP #	Project Name	Project Description
cp0041	Trails Master Plan Implementation	Rail Trail from Bonanza to kiosk, Round Valley Trails, Entryway Trail System including trailhead parking. Funds intended to provide a comprehensive system of bicycle, pedestrian, equestrian, cross country skiing and hiking trails - both paved and back-country. Trails connect the various City neighborhoods, schools, parks and mountain open spaces, resorts and other country trails. Provide high priority recreation and alternative transportation. Trails have been funded largely with grants, development exactions, and external sources as much as possible. City funds have been used to supplement or match grants.
cp0042	Property Improvements Gilmore O.S.	The City's property acquisitions often require improvements for the City's intended uses. Improvements typically include structural studies, restoration, environmental remediation, removal of debris, basic cleanup, landscaping, and signs.
cp0043	Public Works Storage Parcel	This project would provide for the purchase of five acres of ground at Quinn's Junction. The estimated cost is $500,000. A lease-purchase arrangement could be negotiated with ballon payment in year six. The estimated annual- lease-purchase payment of $50,000 is anticipated.
cp0045	Building Replacement and Enhancement	CIP expenditures for building improvements was started several years ago to minimize O&M impacts to the general fund. Continued funding of this program will help keep many community buildings from falling into disrepair. This annual capital renewal program is a sound financial investment to continue to preserve Park City's building investment. The unfunded $500,000 of this project represents an annual contribution of $100,000 for ongoing replacement and maintenance.
cp0046	Golf Course Improvements	This project encompasses all golf course related projects, enlarging tees, fairways, rebuilding greens, restroom upgrade, landscaping, the construction of a fence along the road and other operational maintenance.
cp0047	Downtown Enhancements/Design	In the wake of the 2003 Downtown Enhancements Task Force, this project code would be geared toward doing the appropriate design, survey and environmental planning efforts of proposed recommendations of the task force - namely, for the plaza and parking components, pedestrian enhancement for walkways to and from Main Street would also be targeted.
cp0048	Main Street RDA Debt Service	This is an expenditure account for debt service.
cp0049	Lower Park RDA Debt Service	This is an expenditure account for debt service.
cp0050	Reconstruct Wyatt Earp Drive	Depending on the level of development at Chatham Crossing subdivision, Wyatt Earp may need to be reconstructed from Kearns Blvd. to Chatham Crossing.
cp0051	Bus Maintenance & Operations Facility	Bus facility includes 10 bay bus storage facility , bus parking & storage,and a small administration area. This will be funded 80% federal funds and 20% local land match (Shortline parcel).
cp0052	Racquet Club Facility Phase 2	
cp0053	Sidewalk Improvements	Increase the funding for sidewalk replacement to include replacement of 2400 curb gutters on Main Street, and 1200 feet on Park Avenue.

CIP Descriptions

CIP #	Project Name	Project Description
cp0054	Upper Park Avenue	(Reconstruct Upper Park Avenue from Heber to King Road): Funding for this project comes from carryover money from project 37 Hillside Avenue and Impact Fees. The project design is complete. The project is scheduled for 2004 construction with the undergrounding component to follow closely afterword if SID funding is received.
cp0058	Olympic Preparation/Legacies	This will fund Olympic legacy projects including support of the new entry corridor project and the Olympic Mini-towers on Main Street.
cp0059	Cemetery Capital Replacement	This project is designed to meet the ongoing capital replacement needs for the City Cemetery.
cp0060	Ice Facility	This project includes the City's share of design and construction of the joint regional Ice facility. Funding for this project is through the Ice and Parks bond approved by voters in 2001. Current focus is on a location at the Quinn's Junction Recreation Complex.
cp0061	Economic Development	The project was created to provide "seed money"towards public/private partnership ideas. These expenditures are a result of the beginning stages of economic development plan.
cp0063	Historic Structure Abatement Fund	Establishment of revolving fund for abatement of dangerous buildings, fund to be replenished with recovery of city costs by owner of structure.
cp0064	Library Expansion	The library is outgrowing its current space, especially in the heavily used children's section and computer terminal area. By expanding into the hallway and rooms to the east of the current location, the library would gain an additional 3100 square feet. this additional space would be used to create a larger children's areal, increase space for computer terminals, add additional shelving for adult fiction & non-fiction, and create a new space for teens and the audio visual collection.
cp0065	Racquet Club Building Improvements	Reinstate $50,000 yearly fund for building improvements. The council ranked the Racquet Club as a priority area, and the funds would be used to keep the building from falling into further disrepair. Locker rooms, gymnasium, carpeting, sound panels, new capital equipment are examples of expenditures.
cp0066	Homeland Security Improvements	This project is intended for the aquisition of items funded through the federal Homeland Security grant. This will include items such as in-car computers, camera equipment, dispatech improvements, emergency prepardness equipment, etc.
cp0067	Recreation Complex	This Recreation Complex would add soccer, rugby, lacrosse, and softball fields on City-owned property near the National Ability Center. This facility would not only meet the growing needs of the resident base, but also create venues for hosting revenue-producing sports tournaments consistent with City goals for economic development.
cp0068	Spiro Treatment Plant	This project will fund improvements necessary to meet water quality mandates on arsenic, antimony and plant discharge into the East Canyon watershed.
cp0069	Judge Water Treatment Plant	Funded by federal funds, user fees, bonds. This project will fund improvement necessary to meet EPA water quality mandates for the Judge Tunnel source. Federal funding will be utilized as available to complete this project.
cp0070	Meter Reading Upgrade	This project will provide funding to upgrade meters to enable remote radio reading of water meters. This process will improve the effeciency and effectiveness of water billing.
cp0071	JSSD Water Assessment	JSSD water assessment - This option is to provide funding for council approved agreement for water delivery.

CIP Descriptions

CIP #	Project Name	Project Description
cp0072	Relocated Utilities - Park Ave	These monies represent the City's contribution to the goal of undergrounding utilities for this street.
cp0073	Marsac Seismic Renovation	Marsac seismic, HVAC, ADA and associated internal renovations.
cp0074	Equipment Replacement - Rolling Stock	This project finds the replacement of fleet vehicles based upon a predetermined schedule. The purpose of the project is to ensure the City has the funding to replace equipment that has reached the end of its useful life.
cp0075	Equipment Replacement - Computer	The computer replacement fund is set up to ensure funding to replace computer equipment and peripheral equipment including environmental climate control systems on a 3 to 4 year cycle. The average replacement cost per year approximates $200,000. Equipment replacement decisions are driven by technological advancements, software requirements, and obsolescence.
cp0076	Boothill Tank	This project will provide the funding necessary to enhance the storage capacity of the Boothill water tank. This enhanced storage is needed to provide adequate fire flows once all properties within the service district are fully developed. Funded by impact fees and user fees.
cp0077	Boothill Pump Station	Funded by impact fees and user fees. This project will enhance pumping capacity from boothill tank. This enhancement will be required to provide primary water service to Flagstaff development and to provide redundancy for the Old Town area.
cp0078	Park Meadows Well Water Treatment	Funded by user fees.
cp0080	JSSD Pipeline	This project will provide funding to construct additional water connections between Park City's system and the Jordanelle Special Service District's system. No further costs after 7/4/2004.
cp0081	OTIS Water Pipeline Replacement	Funded by user fees.
cp0083	Lower Norfolk	Reconstruction in accordance with Old Town Improvement Study. Scheduled for completion in FY 2008.
cp0084	Woodside - North of 13th	Reconstruction in accordance with Old Town Improvement Study. Scheduled for completion in FY 2008.
cp0085	Town Plaza	This project is one of three main recommendations of the Task Force for Downtown Enhancements. A central gathering space would be created to assist in the promotion of programmed activities and events in the downtown core. Phase I - $450,000 for parking structure shell. Phase II - $2,850,000 for plaza acquisition and construction.
cp0086	Prospect Ave	Reconstruction in accordance with Old Town Study Construction scheduled to start April 15, 2006.
cp0087	Woodside 8th-12th - Utility Relocation	
cp0089	Public Art	This project is designed to fund public art as part of an "Arts Community Master Plan".
cp0090	Friends of the Farm	Use to produce events to raise money for the Friends of the Farm and use for improvements to the farm.
cp0091	Golf Maintenance Equipment Replacement	This option will move the funding of equipment from the operating line to a CIP account. This CIP will help insure adequate funding is availible to meet replacement needs.

CIP Descriptions

CIP #	Project Name	Project Description
cp0092	Open Space Improvements	This project includes the improvement of Park City's open space parcels to include control of noxious weeds. For maintenance, improvements, and acquisition of Open Space.
cp0095	Tennis Bubble Replacement	CIP Request for the replacement of the tennis bubble. It has about 2 more years before it needs to be retired. Request for $75K for 04/05 and another $75K for 05/06. Total replacement $150K. Life of the tennis bubble is estimated to be between 10 and 12 years.
cp0096	E-Government Software	This project includes the purchase and installation of software to manage the City's budgetary and financial functions including E-Government capabilities.
cp0097	Bonanza Drive Reconstruction	To accomodate new water lines, pedestrian enhancements, gutters, storm drains and landscaping. Possible UDOT small urban area funding.
cp0099	Imperial Hotel Maintenance	
cp0100	Neighborhood Parks	This project includes the creation of neighborhood parks through the use of Park and Ice bond proceeds. This includes projects in Park Meadows, Prospector, and Old Town.
cp0101	BioCell Remediation	This project includes the use of BioCell remediation to mitigate zinc loads in the stream feeding the wetlands near the SR 248 entryway.
cp0102	Top Soil Assistance Program	To help provide top soil to residents of Park City soils ordinance district. $32,000 will be available for FY2005 and $15,000 will be available for FY2006 to qualified residents.
cp0103	Quinn's Junction Infrastructure Improv.	Construction of water infrastructure necessary for Quinn's Junction Recreational Complex and will provide connection points for the IHC hospital.
cp0105	Quinn's Jct - Mountain Reg Water Tie-In	This project will provide a culinary water connection to Mt. Regional at Quinn's Junction.
cp0106	Public Works Storage Building	
cp0107	Retaining Wall at 41 Sampson Ave	City contribution of retaining wall at 41 Sampson Avenue (Donnelly House)
cp0108	Flagstaff Transit Transfer Fees	For Improvement/Enhancement of Park City Transit System
cp0109	Deer Valley Drive Neighborhood /Business	Deer Valley Drive Neighborhood /Business Enhanced Service Request
cp0110	Prospector Neighborhood/business enchanc	Install storm drain pipes and catch basins in Prospector Avenue near 1901 Prospector Avenue to alleviate ongoing drainage ponding and ice buildup.
cp0111	Prospector Ave Storm Drain	
cp0112	Meadows Drive Traffic Signal	Design and install traffic signals in intersection of Meadows Drive & SR 224.
cp0113	3 Kings Dr Storm Drain	Replace Storm Drain culver and inlet/outlet basins at the Three Kings Drive at Three Kings Condominiums. Original 1975+/- pipe has failed and is plugged. Utility adjustments included.
cp0114	Storm Drain & Flood Control Devices	Numerous requests for the installation, repair, and ongoing maintenance of stream channels, ditches, and storm drains have been received by City staff, especially since the five-year drought appears to be ending. This project will establish annual contributions to a Capital fund to allow Public Works to respond within a reasonable time frame when new construction is needed or when existing improvements require repair or capital maintenance. All steel culverts in town dating from the 1980s or earlier will need replacement eventually. It is anticipated that significant work will be needed in Old Town, Prospector, and along City Park, as well as elsewhere in Park City.
cp0115	Public Works Complex Improvements	
cp0118	Transit GIS/AVL System	GIS and AVL systems to provide real time information to passengers and managers to better manage the transit system.

CIP Descriptions

CIP #	Project Name	Project Description
cp0119	Ice Rink - Cash Flow/Fundraising CIP	
cp0121	Building of new data cntr. at Snow Creek	Plan to move IT Department from Public Works Building to Snow Creek Building in order to build a central data center for the City.
cp0122	Police Wireless Network	Enhance the wireless communication and infrastructure for Public Safety use.
cp0123	Replace Police Dispatch System	Replace police CAD/RMS system to meet Public Safety demands.
cp0124	Kearns Boulevard Improvements	Studying of operational and construction improvements to Kearns boulevard to increase capacity and safety, possibly including pedestrian overpass, highway realignment, highway widening, adding turn lanes at intersections, and/or removing medians, and other options; and actual construction.
cp0125	Quinn's Rec-Maint. Equipment	Purchase and replacement of maintenance equipment related to the Quinn's Junction rec complex
cp0126	Fiber extention to Quinn's Junction	Extend existing fber network to the new building.
cp0127	Mobile Data System	To equipt Police vehicles with Mobile Data Systems (laptops) and related wireless communications to access Public Safety systems.
cp0128	Quinn's Ice/Fields Phase II	Additional development of outdoor playing fields and support facilities
cp0130	Snow Creek Parcel Purchase	Project Accounting for purchase of Police Facility at Snow Creek
cp0131	Conservation Reserve Program	The CRP is a federally funded grant program that aimed at funding land enhancement improvements such as planting trees or grass or building fences in order to control non-point source pollutants from entering a watershed. This project could have funding for 10-15 years.
cp0132	Museum Expansion	The park city Historical Society desires to expand into other tenant spaces within the Old City Hall building and to expand into a new addition on the rear of the building. Funds allocated to this account are through other sourcees such as the Restaurant Tax Grants.
cp0133	Public Works Equipment	For the purchase of new equipment and replacement of existing equipment related to the Public Works Dept
cp0134	Impact Fees	This CIP budgets anticipated Park and Open Space Impact Fee revenue. The funds should be spent on projects identified in the May 2005 Impact Fee study (adopted on June 9, 2005).
cp0136	County Vehicle Replacement Fund	Holding account for Regional Transit Revenue dedicated to vehicle replacement.
cp0137	Transit Expansion	These funds are dedicated to purchasing new busses for expanded transit service.
cp0138	Deer Valley Fire Flow Tie-In	Provide fire flow to Lower Deer Valley through tie-ins to upper zone tanks.
cp0139	Solamere Pump Station Upgrade	Replace pumps at the Solamere Booster Station to meet peak day demand.
cp0140	Emergency Power	Complete study to develop recommendations for emergency backup power needs for the water system.
cp0141	Boothill Transmission Line	Construct transmission lines to deliver source water for the Empire Pass development from the Boothill zone to the Woodside Tank.
cp0142	Racquet Club Program Equipment Replaceme	For ongoing replacement of fitness equipment.
cp0143	Intersection Realign Monitor Dr & Rac Cl	To align the Racquet Club entrance with Monitor Dr. The funding is contingent on the outcome of the FY07 Recreation needs study and facility assessment.
cp0145	Cross Country Snowmobile & Roller	For the purchase of stated cross country skiing grooming equipment
cp0146	Asset Management/Replacement Program	Money is dedicated to this account for asset replacement each year. Creation of schedule in FY 07 for Building replacement
cp0147	Little Kate Recrown/Improvements	

CIP Descriptions

CIP #	Project Name	Project Description
cp0148	Walkable Community/Safe Pedestrian Study	For study to update trails master plan. Study will include surveys, rights-of-way, and operational costs.
cp0149	Update Rec Needs & facility Assessment	Funds for study of recreation needs to update the joint study with the Basin to determine joint recreation needs. Study will include an assessment of how the racquet club at its current location meets these needs. $25,000 to update study, and $50,000 for conceptual design.
cp0150	Ice Facility Capital Replacement	For ongoing capital replacement at Quinn's Ice Facility. Funding provided by City and Basin per interlocal agreement.
cp0151	China Bridge Control Equipment	Special events parking control equipment, including arms to be used during major special events. Unfunded amount relates to control arm.
cp0152	Parking Meter Replacement	For replacement of parking meters on Main St. Funded by meter fee revenues.
cp0153	Quinn's Public Improvements	For infrastructure related to Quinn's Rec Complex. Includes $15,000 for access road from SR-224.
cp0154	Sales Tax Bond Contingency	Contingency Fund for 2005 series A Sales Tax Bond issuance.
cp0155	OTIS Phase II(a)	Sandridge in FY09, Hillside in FY10, Empire and Upper Lowell in FY11.
cp0156	OTIS Phase II(b)	Sullivan Rd in FY12, Rossi Hill Dr in FY13, Swede Alley in FY14
cp0157	OTIS Phase III(a)	8th through 12th streets in FY15,13th through 15th in FY16, Silver King in FY17
cp0158	OTIS Phase III(b)	Ridge Ave in FY18, McHenry Dr in FY19
CP0159	Building Dept. Training	Account for State Grant given to Building Dept for employee training.
CP0160	Ice Facility Capital Improvements	For various projects related to the Ice Facility as outlined in the Strategic Plan
cpo135	Streets Impact Fees	This CIP budgets impact fee revenue for street projects. The revenue should be used on projects identified in the May 2005 Impact Fee update(adopted June 9,2005).
CP0161	Golf Cart Loan & Purchase	Purchase of new Golf Cart Fleet for the Golf Fund. Includes a loan from Fund 31 to Fund 55 for half the purchase price.
CP0162	Shop Computers	Funding for 4 new computers in the Fleet Services shop for real-time data entry for mechanics and related equipment.
CP0163	Quinn's Phase III	Construction of remaining 3 planned playing fields, sports lighting for 2 fields, scoreboards for all fields, parking spaces for 167 vehicles, parking lot lights, trails, sidewalks and supporting irrigation system, utilities, landscaping and seeding.
CP0164	Park City Website Remodel	This project will address both the structural design and the presentation fo the Park City web site for the purpose of ensuring adaptation to changing web technologies and enhanced flexibility to modifications.
CP0165	Time and Attendance Software	This capital improvement project request would significantly enhance the payroll process and time management for all departments and employees. With the elimination of managing volumes of paper, greater efficiency is achieved by the reduction in errors created through manual data entry. In addition, employees would have the ability to schedule and check there vacation/sick time balances at their convenience, while managers can better identify scheduling needs. The final product selection will be integrated with Eden, our existing enterprise software.

CIP Descriptions

CIP #	Project Name	Project Description
CP0166	WI-FI Wireless Infrastructure	The City Manager has requested the development of a citywide wireless network. This project would evaluate the principal objectives of wireless and to outline the potential implementation strategies and overall impacts. The scope of this project request would include wireless coverage for a two square mile area.
CP0167	Skate Park Repairs	Re-Paint fence and re-caulk the concrete joints.
CP0168	Bus Barn Sewer Connection	Funding for conversion to storm drain from a dry well on Ironhorse in the old bus barn
CP0169	Bus Stop Lights	Lights for bus signs to help drivers to see them at night.
CP0170	Bus Wash Rehab	Components for the bus wash rebuild.
CP0171	Upgrade OH Door Rollers	Rollers for old bus barn overhead doors.
CP0172	Public Works Site Cleanup	Removal and remediation of soil behind the bus barn on the Public Works campus.
CP0173	Detention Basin Feasibility Study	Study to identify two locations within the East Canyon and Silver Creek Watershed that would identify the locations for the detention basins and approved engineered plans for contructing. To complete the study and develop engineer plans for construction.
CP0174	Deer Valley Dr. Roundabout	Modify existing Deer Valley Dr Roundabout (to turn it into an "oblongabout")
CP0175	School Bypass Road	Dising and construct school by-pass road East of school district offices
CP0176	Deer Valley Drive	Total estimated project cost: $2,000,000. Unfunded amount is the difference between $1,000,000 in requested impact fees and local match (which is funded by Transfer from General Fund).
CP0177	China Bridge Improvements & Equipment	Stairwell Old CB; Membrane New CB; Fire Sprinkler Upgrade OLD CB; CO Exhaust; Snow Chute
CP0178	Rockport Water, Pipeline, and Storage	This project will construct upgrades to the Mt. Regional Pump Station at Rockport and a new pump station and intake that will be owned and operated by WBWCD, all to deliver Park City's reserved water from Rockport and Smith Morehouse reservoirs.
CP0179	PC-Mt. Regional Pipeline	This project will construct the pipeline from Signal Hill to Park City to deliver the Rockport and Smith Morehouse water to Park City.
CP0180	Corrosion Study of System	Complete study to develop recommendations on improvements of existing and future pipelines based on corrosion conditions.
CP0181	Spiro Building Maintenance	Construct upgrades to office building supports that are rotting and determine and construct necessary drainage improvements to the building.
CP0182	Park Meadows Golf Course Water Rights	This project will contribute money to Park Meadows Golf Course to upgrade their irrigation system in exchange for some of their water rights.
CP0183	CCJJ In-Car Video Cameras	In-Car Video Cameras for Patrol Cars. State Grant.
CP0184	Judge/Talisker/NPDES	Responsibility/liability for the Judge Tunnel NPDES discharge permit will be determined between UPCM/Talisker and Park City.\
CP0185	Wind Power Grant	$30,000 for wind project planned for the open space hillside adjacent to the Park City Ice Arena. Additional $70,000 for feasibility study to determine the viability of local conditioins to construct additional renewable energy projects in Park City.
CP0186	Energy Efficiency Study on City Facilities	Technical energy audit of all city facilities identifying improvements to reduce energy including grant and alternative funding mechanisms.
CP0187	Historic District Guidelines	Re-writing of Historic District Guidelines and facilitation of public outreach.
CP0188	Landfill Operations Master Plan and Hazmat Container	Funding for a cooperative 30 year Landfill Master Plan Study with Summit County. This study will lay out a plan for managing Summit County's solid waste through 2042.

CIP Descriptions

CIP #	Project Name	Project Description
CP0189	Purchase of Fire Station	Remaining 1998 RDA Bond Proceeds as of 2/28/07 transferred from all other projects to purchase the fire station
CP0190	Walkability Implementation	This project funds varying projects related to the Walkable Community program. The projects to be completed with this funding will be as outlined by the Walkability Steering and Capital Improvement Committees and as approved by Council.
CP0191	Walkability Maintenance	This funding is provided for the purpose of ongoing maintenance of completed Walkability Projects.
CP0192	Walkability Contingency	This funding is set aside for unexpected costs and unforseen changes that may arise related to Walkability Implementation.
CP0193	Round Valley Reservoir	Construct reservoir in Round Valley for water storage.
CP0194	Rockport Water Treatment Plant	Construct water treatment plant for future culinary use of Rockport water.
CP0195	Second Ice Sheet	Second ice sheet at the Quinn's ice facility.
CP0196	Downtown Projects - Phase III	Pedestrian connections and enhancements in the downtown corridor.
CP0197	Prospector Improvements	Pedestrian corridor, and infrastructure improvements in the Prospector area.
CP0198	Loans for Water Capital Improvements	Loans from the General Fund to the Water Fund for potential cash flow issues for Water infrastructure capital improvements.
CP0199	Sustainability/Environmental Initiatives	Funding for improvements towards efficiency upgrades for City facilities or renewable energy projects.
CP0200	Comstock Reconstruction	Reconfiguration for sidewalks and optimal parking

Walkability Projects and Timing

Tier	Issue #	Issue	Location		Alternatives (Landmark Recommendations in Bold)	Capital Cost	Staff Recommendation: Recommended Cost	07	08	09	Comments
I	34	Pedestrian/bike crossing of Bonanza Drive	Bonanza Drive, connecting Poison Creek Trail to Rail Trail	a	Lights in surface of road to draw drivers' attention to crossing	$18,000	TBD		X		Project solutions to be determined in conjunction with the Bonanza Drive Reconstruciton Project which is scheduled for completion in October 2009.
				b	Raised crosswalk to slow vehicles and call attention to crossing	$3,000					
				c	**Pedestrian activated signal that stops vehicle traffic on Bonanza Dr.**	**$125,000**					
				d	New overpass	$1,850,000					
				e	New underpass	$2,760,000					
				f	**Barrier such as fencing to funnel bikers/peds to cross at one point**	**$37,000**					
				g	**Improve existing sidewalk on east side of Bonanza to 8' asphalt trail**	**$82,000**					
	41 & 45	Pedestrian/bike crossing of SR-248 near schools	SR-248, eastern end near schools	**a**	**Install a Hawk Beacon pedestrian signal at existing crossing between LDS seminary and high school**	**$125,000**	TBD		X		Project solutions to be develoved as a part of the School District/PCMC Joint Transportation Task Force. Permission for Hawk Beacon signal dependant upon UDOT approval and will likely take some time (discussions with UDOT already in progress). Pedestrian barrier feasibility to be determined after installation of signal.
				b	New overpass	$1,910,000					
				c	New underpass	$3,050,000					
				d	**Barrier such as fencing to funnel bikers/peds to cross at one point**	**$72,000**					
				e	New parking near high school to minimize SR-248 crossings	$300,000					
				f	Parking sticker program for neighborhood residents only.	N.A.					
				g	Coordinate with PC Transit to encourage use of public transit	N.A.					
	12 & 108	Lack of ped/bike facilities - connect to schools and Racquet Club	Little Kate	a	Restripe "edge of roadway" lines to approx 8' buffer on north side of road	$2,400	$163,200		X		The Walkability Steering Committee recommends Option B (5' sidewalk from Holiday Ranch Loop to Monitor). This solution will address the most immediate need and not preclude a connection between the Racquet Club and the school drop zone in the future if warranted. This project is to be completed in conjunction with fising the gap in the sidewalk on Lucky John near LDS church (Issue # 90)
				b	Add 5' sidewalk on north side of Little Kate from Holiday Ranch Loop to existing Monitor Dr. sidewalk. Fill in gap in sidewalk at LDS church.	$163,200					
				c	Rework road crown and cross-section to make roadway narrow enough to install an 8' bike/ped path	$1,341,000					
				d	Seperated 8' asphalt trail with 4' landscaped buffer at edge of pavemen	$1,520,000					
				e	**Add 5' sidewalk entire length of Little Kate within existing ROW on north side and east side of Lucky John from Little Kate to school drop off**	**$325,000**					
				f	Implement one-way roads with striped bike/ped only in opposing lane	$10,060					
				g	Pedestrian "share the road" campaign	$30,000					
				h	Traffic calming to slow vehicle traffic in neighborhoo	$85,000					
	42 & 91	Ped/bike crossing of SR-248 near west end/Unsafe crossing	SR-248, western end between Park Ave and Bonanza/Holiday Village between Dan's and Albertson's	a	Painted crosswalk across SR-248 at Snow Creek Drive	$500	$900	X			Staff to implement all recommended wayfinding signing options if possible in 2007
				b	Inroadway lights with crosswalk at Snow Creek Drive	$25,000					
				c	Street lighting at proposed crosswalk location at Snow Creek Drive	$10,000					
				d	Pedestrian signal at proposed crosswalk location at Snow Creek Drive	$125,000					
				e	New overpass	$1,910,000					
				f	New underpass	$3,050,000					
				g	**Wayfinding signage to direct pedestrians to cross at Park Ave/Kearns Blvd intersection**	**$900**					
II	1	Provide bike facility on Bonanza Drive	Bonanza Drive, from Kearns Blvd to Deer Valley Dr	a	Multi-use path separate from road	$595,000	TBD		X		Project solutions to be determined in conjunction with the Bonanza Drive Reconstruciton Project which is scheduled for completion in October 2009.
				b	**On street bike facility (overlapping lanes with painted pavement)**	**$20,000**					
	40	Connecting Aerie and Poison Creek Trails	Deer Valley Drive	a	Painted crosswalk on Deer Valley Drive	$500	$900	X			Staff to implement all recommended wayfinding signing options if possible in 2007
				b	Raised crosswalk on Deer Valley Drive	$5,000					
				c	Painted crossing and pedestrian signal indicating crossing on Deer Valley Driv	$125,000					
				d	New overpass over Deer Valley Drive to connect to Aerie Drive	$1,980,000					
				e	New underpass under Deer Valley Drive	$3,420,000					
				f	Install new sidewalk on west side of Deer Valley Drive from 9th Street to Aerie Drive.	$156,000					
				g	**Wayfinding signage to direct riders to correct crossing point(s)**	**$900**					
	90	Gap in sidewalk/trail in front of LDS Church	Lucky John, east of Monitor	**a**	**Realign sidewalk for improved connectivity to trail**	**$78,000**	$78,000	X			This project to be completed in conjunction with the recommeneded solution to Issue #12 (Little Kate). Bulbout or other solution to be considered to avoid removing old-growth pines.
	20	No access to Rail Trail from Iron Horse Condos	Bridge across Poison Creek at condos	a	Culvert inserted in creek to provide bike/ped crossing	$35,000	$85,000			X	Prior to construction, development agreement with adjacent landowners and environmental issues need to be addressed.
				b	**Bike/pedestrian bridge structure over Poison Creek**	**$85,000**					
	25	On-street parking displaces needed sidewalks	Comstock	**a**	**New sidewalk on east side of Comstock. Eliminate on-street parking one side of street**	**$185,000**	$185,000	X	X		Staff recommends a two-phase approach with removing parking from east side of street this summer and installing the sidewalk in 2008.

Walkability Projects and Timing

Tier	Issue #	Issue	Location		Alternatives (Landmark Recommendations in Bold)	Capital Cost	Staff Recommendation: Recommended Cost	07	08	09	Comments
II	28	Improve walking safety with more pedestrian facilities	Prospector neighborhood	a	New paved trail separated from the road on one side of all through-streets in neighborhood	$6,510,000	TBD			X	Traffic flow and parking issues need to be addressed prior to final project recommendation or implementation. Neighborhood group currently engaged in discussion with City Staff under the City's "Neighborhood Request" policy.
				b	Add sidewalk on one side of street within existing right-of-way	$1,870,000					
				c	**Implement one-way roads with striped bike/ped only in opposing lane (Wyatt Earp and Buffalo Bill)**	**$2,500**					
				d	Pedestrian "share the road" campaign	$30,000					
				e	Traffic calming to slow vehicle traffic in neighborhood	$129,000					
				f	Tunnel under Kearns Blvd. at Comstock intersection	$3,050,000					
	109	Monitor Drive	Little Kate to Kearns Blvd.	a	Restripe "edge of roadway" lines to approx 8' buffer on one side of road	$7,800	$1,000	X			Staff supports recommeneded solution as Monitor Drive deemed too narrow to accommodate two Class II bicycle lanes. Signs to be installed in 2007.
				b	Rework road crown and cross-section to make roadway narrow enough to install an 8' bike/ped path	$1,019,000					
				c	Seperated 8' asphalt trail with 4' landscaped buffer at edge of pavement	$1,713,000					
				d	Install Class II bicycle lanes on Monitor Dr.	$7,800					
				e	**Class III bike lane on Monitor Drive.**	**$1,000**					
				f	Traffic calming to slow vehicle traffic in neighborhood	$67,000					
	37	Ped/bike crossing of SR-224	Payday Drive/Holiday Ranch Loop Rd	**a**	**Install countdown timer on existing signal at intersection**	**$2,000**	$40,000	X			Countdown timers on state roads require UDOT approval. Staff also recommends requesting timers at lights on Kearns Blvd., Comstock, and Thaynes Canyon Dr. Estimated cost approx. $10,000/timer.
				b	New overpass over SR-224	$2,000,000					
				c	New underpass under SR-224	$3,490,000					
	14	Lack of trail connection from Park Meadows to Rail Trail	Park Meadows/Prospector	a	New trail from Park Meadows to Rail Trail	$337,000	$2,500		X		Project to be completed in conjuction with Issue #25 (Comstock sidewalk). Coordination with school district required.
				b	**Stripe and sign bike lane through school road system to Comstock intersection**	**$2,500**					
	3	Provide bike facility on Park Ave	Park Avenue, from Kearns Blvd to Old Town	a	New 8' asphalt trail separated from the road	$2,490,000	TBD		X		Staff recommends installing the Class II bike lane (signs) on Park Ave south of Deer Valley drive and studying the possibility of the removal of parking on one side of the street and the creation of Class II lanes. The UDOT portion will require addtional study.
				b	**Class II bike lane from Kearns Blvd to Deer Valley Drive with parking on one side of street only (requires UDOT approval).**	**$4,000**					
				c	**Class III bike lane south of Deer Valley Drive**	**$11,000**					
	92	No access to crosswalk at 224/248 - need safe connections through this area	By Albertson's	**a**	**New sidewalk on south side of Kearns from Park Avenue to existing sidewalk at Holiday Village**	**$322,000**	$63,500	X			Project scheduled for completion this summer/fall in conjunction with a State "Safe Sidewalks" grant of $86,500. Staff estimates total project cost to be close to $150,000.
III	2	Provide bike facility on Deer Valley Drive	From Park Ave to Deer Valley's Snow Park Lodge	a	New paved trail separated from the road connecting to Poison Creek Trail at transit center	$2,580,000	$16,000		X		Staff recommends painting dedicated bike lanes on Deer Valley Drive from the roundabout to Snow Park Lodge. Signs to be installed near Jans and Cole Sport to direct pedestrians to Poison Creek Trail.
				b	**Class II Bike Lane from transit center to Snow Park Lodge and signage on north end of Deer Valley Drive (Jans and Cole Sport) to access Poison Creek Trail in park.**	**$16,000**					
	105	Gap in sidewalk	Park Avenue south of City Park entrance, east side of street	a	**Install sidewalk**	**$33,900**	$33,900	X			Bulbout proposed to fix gap in sidewalk and avoid impacts on existing landscaping.
	86 & 77	Need improved crossing	Park Avenue at Library bulbout/Skate park	a	Crosswalk with pedestrian-activated light on Park Ave.	$125,000	$500	X			Crosswalk to be painted 2 times per year (Spring and Fall).
				b	Crosswalk with in-road lights on Park Ave.	$18,000					
				c	**Painted and/or flagged crosswalk on Park Avenue**	**$500**					
	88	Need improved crossing	From Transit Center across Swede Alley	a	Crosswalk on Swede Alley with pedestrian-activated ligh	$125,000	$500	X			Crosswalk to be painted 2 times per year (Spring and Fall).
				b	Crosswalk on Sweded Alley with in-road lights	$18,000					
				c	**Painted and/or flagged crosswalk on Swede Alley**	**$500**					
IV	15	Connect bike path Olympic Village Plaza	Snow Creek Path near Key Bank & Squatters	a	**30 feet of new sidewalk to connect Squatter's sidewalk and existing sidewalk**	**$10,200**	$10,200	X			Sidewalk scheduled for completion in 2007.
V	35	Unsafe trail crossing of Meadows Drive	Meadows Drive, east side of SR-224	a	Build new overpass crossing of Meadows Dr.	$1,820,000	$2,000	X			Staff to implement all recommended wayfinding signing options if possible in 2007
				b	Build new underpass crossing of Meadows Dr.	$2,620,000					
				c	Move at-grade crossing farther away from SR-224	$332,622 for trail, $122,227 for Two 20' bridge					
				d	**Improve signage at Meadows Drive**	**$2,000**					
	106	Safety of Rail Trail crossing at Wyatt Earp	Intersection of Rail Trail and Wyatt Earp Way	a	**Install signage on both Wyatt Earp and on Rail Trail warning drivers and trail users of upcoming crossing**	**$1,000**	$1,000	X			

* For all projects labeled "to be determined" (TBD), staff recommends budgeting the Landmark-recommeded funding amount in the applicable year. Actual amounts may change based upon ultimate recommended projects solutions and council approv

Landmark Recommendation Total:	$1,544,900
Staff Recommendation Total:	$1,162,600
Grant Revenue:	$86,500
Difference between Landmark and Staff recommendations (to be budgeted in Walkability Contingency project):	$295,800