

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 22, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, May 22, 2008.

Closed Session (lunch will be served)

1:00 p.m. Property

Work Session

3:00 p.m.	Council questions/comments	
	Capital Improvement Projects Budget:	P. 37 - 90
3:15 p.m.	Energy efficiency remodel	P. 42 - 44
3:45 p.m.	Marsac Seismic upgrade	
4:00 p.m.	Walkability project overview	P. 45 - 89
	Public input	
5:50 p.m.	Break	

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Consideration of accepting the City Manager's recommendation to waive fees for the People's Health Center in the amount of \$155 P. 15 - 16

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MAY 1, 2008
P. 5 - 14

V OLD BUSINESS (*Continued from a previous meeting*)

1. Consideration of ratifying a Use Agreement with Real Salt Lake for field use at the Quinns Junction Sports Complex, in a form approved by the City Attorney
P. 17 - 36

2. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies
P. 37 - 89

(a) Public hearing

(b) Continuation of public hearing to May 29, 2008

3. Consideration of approving an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the

Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT) P. 91 - 113

- (a) Public hearing (LEEDS attachment under separate cover)
- (b) Possible action

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 05/19/08

See www.parkcity.org

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

May 2008

29 Liza and Tom gone

Planning Commission stipend

Review of SR-248 corridor study – 30 min

Ordinance extending the approval of the Amended Plat of Lots 21 and 22, Block 26 Snyder's Addition to Park City at 1287 Empire Avenue, Park City, Utah

Ordinance – 4350 Main Street plat amendment - KW

Ordinance - Title 4, Licensing, Chapter 3, Section 10, Outdoor Sales, of the Municipal Code of Park City

MFL – Savor the Summit (aka Taste of Park City) June 20 and 21, 2008 – Main Street closure and use of City Park

MFL – Wasatch Back Relay – June 21, 2008 – Quinns Junction

Award of Pavement Management contracts

Award of contract Jacobsen – Phase 3 downtown projects

Budget – work and public hearing

Ordinance – amendment to business licensing

June 2008

5 Joe gone

Quarterly goal update

Tentative budget adoption

12 No meeting

19 Year in review – Park City Ice Arena – work

Park City Salt Lake City bus service (30 min) – KC

Final budget adoption

MFL – Triple Crown fast pitch softball opening ceremonies street closure and parade – July 7, 14, and 21, 2008

Ordinance – 430 Main Street plat amendment – KW

26 Police Board interviews (4:15 p.m. – 5:45 p.m.)

Joint work session with Planning Commission on Historic District Guidelines

Ordinance approving the Knoll Estates (aka Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, located at 7888 Aster Lane, Park City, Utah

Ordinance approving a plat amendment for 154 McHenry Avenue, Park City, Utah

July 2008

3 No meeting

10 Jim gone

17 Tom gone

24 No meeting – Pioneer Day

31

Pending Items:

Update on "The Yard" operation on Kearns Blvd – 2008 Film Festival

Amendment to the Water Agreement between the City and Talisker Corp.

Affordable housing resolution
Update on water supply and demand
Consideration of an amendment to the Burbs LLC Annexation Agreement/Affordable
Housing
Resolution - Trails Master Plan
Carrying capacity/market analysis survey
Wild land interface issues

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 1, 2008**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; and Bret Howser, Budget Analyst

Absent: Council member Roger Harlan

1. Council questions/comments. Candace Erickson reported on Board of Health and Historical Society business. She stated that a HPB member mentioned that the original doors and windows were removed from 606 Park Avenue and not replaced as part of the restoration and it was discovered that there was no building permit issued for the project. Brooks Robinson responded that staff is aware of the violation and is talking with the owner and contractor about maintaining specific historic elements. The owner had a permit for interior work but not exterior. She asked that staff also monitor the 118 Daly Avenue project and that dogs running at large be addressed now that it is spring; she's receiving calls.

2. Presentation of budget. Bret Howser explained that state statute dictates that the budget be presented at the first Council meeting in May. He referred to the budget calendar and detailed each week's review. The budget for FY 2009 is \$39 million which represents departmental operations of \$33 million and debt service at \$6 million. The total balanced budget balances is \$83 million which represents all revenues and expenses, including operating, non-operating, bonds proceeds, etc. and excludes inter-fund transfers. The General Fund budget for FY 2009 is \$26 million and the percent distribution of the operating budget remains basically the same. The biggest changes occur in Public Works for snow removal, expanded transit service in the County, the Park and Ride and associated maintenance. The increase in non-departmental relates to risk management claims, which is a one-time adjustment. He referred to large projects like the Marsac Building seismic upgrade, street reconstruction projects, the Park and Ride, walkability improvements, and water infrastructure projects. New capital projects include the Racquet Club renovation and an emergency operations center. Discussion ensued regarding the \$1.4 million project estimate by Johnson Controls to implement efficiency upgrades to City facilities which can be adjusted by Council. In response to a question from Jim Hier about the \$26 million number for bonds, Mr. Howser stated that \$20 million is for water and about \$7 million for OTIS projects.

The Financial Impact Analysis Report (FIAR), delivered to Council, provides a ten year analysis of operating revenues and expenditures and focuses on General Fund activity to predict the surplus for the next ten years to pay for capital projects or increased service levels. Bret Howser explained that this year, more surplus funding was

dedicated because of the number of capital projects. Property tax and building fees are growth-related and a decrease in this trend is something to plan for as well as changes in state legislation.

In response to a question from Joe Kernan about a drop in sales tax revenue, Mr. Howser explained that food was eliminated from the resort sales and transit sales although Park City increased those taxes last year to help recover from potential losses. The local option sales tax was also changed which removed the hold harmless provisions and redistributed revenues by population. Mr. Kernan asked the trigger for property taxes. Mr. Howser pointed out a jump in property taxes estimated in 2010 which represents large development projects coming on line like the St. Regis and The Montage. Development is identified in the FIAR. Mr. Hier felt it prudent to actively monitor sales tax revenue and the City Manager pointed out that the City receives sales tax information for January, February and March in late May and projection adjustments can be made at that time.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 1, 2008**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 1, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ron Johnson, Interim City Engineer, Phyllis Robinson, Public Affairs Manager; ReNae Rezac, Special Events Coordinator; Jason Glidden, Ice Rink Coordinator; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Swede Alley historic wall - Tom Bakaly reported that an intact historic rock wall was discovered while excavating a generator space for the parking structure shell; it is similar to the wall located north of the site and may be connected. A new location for the generator will be explored so that the wall can be preserved and a preservation plan will be presented to Council.
2. Council disclosures – Joe Kernan disclosed that the Elliott Work Group is among his recycling customers.
3. On-line water payment – Phyllis Robinson introduced Bobbi and Mike Parks, the first household to sign up for on-line water payments. In consideration the new service and National Drinking Water Week, the Mayor presented them with prizes.

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

2009 Budget – Brad Olch, former Mayor and resident, complimented Council members on the great job they are doing. He asked the plan for roads this year; they are in the worst condition he has every seen them, acknowledging that the past winter was extraordinary. He felt that budgeting \$400,000 a year is inadequate and Tom Bakaly explained that the pavement management program will be returning to Council for discussion as part of the CIP discussion on May 29. Candace Erickson commented that last year the City spent \$980,000 and the year before about \$700,000. Mr. Olch pointed out that the number of police officers adequately meets the needs of the population unlike snow removal service which should be enhanced with more snow plows. He felt the pay package set at 2% is not enough for employees in consideration of the cost of living. He requested cost information for recruiting and training people to replace employees leaving the City over the last 12 to 15 months. Personnel changes are expensive and he wondered if an analysis has been conducted. Mr. Olch spoke about serving on the Planning Commission for five years and recently attending a meeting on PC Heights. It was a distressing ugly meeting and he is further upset

because he has not received a call back after leaving a message with the Planning Department.

Joe Kernan emphasized that with regard to the 2% comment, salary increases have been made over the years which may total as much as \$2.5 million per year. With no further comments, the public input session was closed.

III WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 17, 2008

Joe Kernan, "I move we approve the notes and minutes of April 17". Jim Hier seconded. Motion carried.

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

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")*

Liza Simpson, "I move we approve Consent Agenda Items 1 through 5". Candace Erickson seconded. Motion carried.

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

1. Consideration of approving a Resolution proclaiming the week of May 4 to May 10, 2008 as National Drinking Water Week in Park City, Utah - and

2. Consideration of approving a Resolution proclaiming the week of May 10 to May 18, 2008 as National Tourism Week in Park City, Utah - and

3. Consideration of approving a Resolution supporting the American Cancer Society's Relay for Life in Park City, Utah - and

4. Consideration of approving a Resolution proclaiming May 10, 2008 as Arbor Day in Park City, Utah - and

5. Consideration of approving a Reimbursement resolution for Sales Tax Revenue Bond to be issued in FY 2009 for street reconstruction projects – Approval is recommended by staff.

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

1. Consideration of approving a Master Festival License for the Utah State Firemen's Parade to be held on Main Street on June 12, 2008 – Mayor Williams disclosed that his band will be playing at the event. ReNae Rezac stated that the parade is planned to take place on Thursday, June 12 from 6 p.m. to 7 p.m. from the south end of Main Street and northbound to Main and 9th Streets. The first Utah Firemen's Convention was held in Park City in 1908 and to commemorate the 100 year anniversary, the Park City Fire Department submitted an application for a parade. Because it is held on City property and a temporary street closure is involved, a MFL is required. Staff recommends approval as conditioned. Scott Adams, PCFD, commented on the level of enthusiasm and Wasatch County, North Summit and South Summit Fire Departments will also be participating. The Mayor opened the public hearing; there were no comments. Candace Erickson, "I move we approve the Master Festival License for the Utah State Firemen's Parade to be held on Main Street on June 12, 2008". Jim Hier seconded. Motion carried.

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

2. Consideration of approving a Use Agreement with Real Salt Lake for field use at the Quinns Junction Recreation Complex - Jason Glidden introduced Garth Lagerwey, General Manager of Real Salt Lake. He explained that staff is recommending approving the agreement subject to ratification by Council on May 15. Based on the benefit package identified in the staff report, staff recommends waiving up to \$29,350 in fees and contributing \$20,000 in exchange for sponsorship and marketing services. The package includes in-game promotions of the Park City area along with community-based events. Real would like to use the Sports Complex as a training facility and host the team's reserve games on location. In addition, it would host training and exhibition games for international soccer teams. He stated that this agreement is consistent with Council's economic goal of continued cultivation of Park City as a world-class high altitude destination and training hub.

Garth Lagerwey stated that Real is very excited about this opportunity. It's advantageous to train at this altitude and to have access to world class facilities. Real is hopeful of making a long term arrangement making Park City the center of soccer in the state. He explained the current less than ideal training facilities; the team is in need of an adequate and professional site. Candace Erickson believed this relationship

provides excellent advertising opportunities; soccer is huge in the community. In response to a question from Ms. Erickson, Mr. Glidden explained that Council will be advised of the funding source. Mayor Williams spoke about the growing popularity of soccer in town. Jim Hier, "I move we approve the use agreement with Real Salt Lake for the use of the Quinns Junction Sports Complex based on the staff report and the ratification of the final lease agreement in a form approved by the City Attorney's Office". Liza Simpson seconded. Motion carried.

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

3. Consideration of authorization to proceed with Phase 2 of the Snow Creek Housing Project and execution of a Special Service Contract, in a form approved by the City Attorney, with Elliott Work Group in an amount not to exceed \$289,575 – Phyllis Robinson explained that staff is looking for approval to proceed with Phase 2 and the final master plan development application. Phase 2 covers the design development drawings and approvals from the necessary regulatory agencies which may include SBWRD and possibly the Army Corps of Engineers. The conceptual site plan presented earlier to Council contemplated 13 detached units for home ownership which has changed somewhat. The 13 units are maintained but the access point was relocated. The design features three and four bedroom units and if Council wishes, some could be two bedroom units. Minimizing impervious surfaces was discussed at the pre-MPD public hearing and the revised site plan shows a significant reduction.

Craig Elliott spoke about the challenge of designing living spaces rather than storage for consumer goods. Through illustration of renderings he pointed out the smaller project footprint with two and a half story homes which provides an opportunity to stagger the units with improved view corridors and solar access. He addressed the two car garage element and proposed the option of constructing one and a half car garages, reducing driveway widths and hard surfaces while making the houses more livable. Liza Simpson thanked Mr. Elliott for eliminating the two car garage door façade.

Jim Hier stated that he didn't envision a three story residence and suggested locating the garage on the side and reducing the structure to two stories. Craig Elliott discussed the intention of maintaining ten feet between houses and creating interior open space for residents. Attached garages shared by two households was considered but not pursued. Jim Hier expressed concerns about compatibility with neighborhood heights with this design.

Joe Kernan asked about efficiencies of a two story versus three story building. Craig Elliott explained that the most efficient form is a sphere, but with straight lines, a cube is the next most efficient shape. The building is almost a cube; it is 26 feet by 30 feet; the wall break line is about 24 feet, making it an extremely efficient form. With regard to

adjacent buildings, the project is comparable in height, mass and roof form with the Saddle View Condominiums. The roof is lower than the post office and police facility, and the grade is lower in context to the sites. There was discussion about bringing the elevation plans back to Council. Mr. Elliott noted that site lines for adjacent properties will be preserved. The Mayor invited public input.

Mary Cook, resident, felt that the unintended consequence of eliminating two car garages will be cars parked on the street. It is not realistic to expect that there will only be one vehicle in a four or three bedroom unit.

Liza Simpson stated that she shared the same concern and was advised by Ms. Robinson that deed restricting the property may be a feasible option. Phyllis Robinson discussed restricting ownership to families. Renting bedrooms can be controlled by providing that there be one bedroom more than the number in the household. Joe Kernan preferred including single people in the housing mix.

Jim Hier, "I move we authorize the City Manager to proceed with Phase 2 of the Snow Creek housing project and execute a special service contract in a form by the City Attorney's Office to Elliott Work Group in the amount not to exceed \$289,575 and also to authorize the staff to submit the master planned development application reflecting the revised site design". Liza Simpson seconded. Candace Erickson interjected that Ms. Cook's comments are very valid. As a parent of teen aged kids, she's well aware of how quickly the need for storage can grow between vehicles and sporting goods. She suggested considering both one and a half and two car garage designs. Phyllis Robinson noted that the concept of tandem garages can also be considered. Motion carried.

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

4. Consideration of approving an award of contract to D C Transport & Excavating Inc., in the amount of \$3,998,436, in a form approved by the City Attorney, for the Woodside/Norfolk Reconstruction Project – Interim City Engineer Ron Johnson explained that Council adopted the Old Town Improvement Study (OTIS) in 2002 and the City Council budgeted funds in FY 2008 for improvements to Woodside Avenue from 15th Street to 13th Street, Norfolk Avenue from 13th Street to 8th Street, 15th Street between Park Avenue and Woodside, and 13th Street between Park Avenue and Norfolk Avenue. This project also includes walkability sidewalk improvements on Park Avenue, Lucky John Drive, and at the Olympic Welcome Plaza.

The OTIS project identified numerous utility deficiencies and substandard roads in Old Town and the Snyderville Basin Water Reclamation District has identified improvements to the sewer system in this area that need to be made. SBWRD will reimburse the City

for its portion of the project costs. Questar Gas will install a new gas line in conjunction with the underground work. Mr. Johnson stated that two bids were received; one was about 3% less than the engineer's estimate and the other was about 12% higher. The unit prices and costs are summarized in the bid tabulation. The contract includes the removal of existing surface improvements and the construction of a new sanitary sewer line and laterals; culinary water lines and service meters; storm drainage; inlet structures and connecting pipe; dry conduits for future underground utility relocations; sidewalks on one side of the street, curb, gutter, and asphalt pavement.

Mr. Johnson recommended that this contract be approved. During construction, the streets will be closed to through traffic and detours established. Local residents will have access from each end of the project plus from intersecting streets. It will be necessary to restrict access to residences while construction occurs in front of the property and while paving. If the project does not proceed, the surface improvements will continue to deteriorate and will require extensive maintenance. Additionally, surface drainage will continue to run down the pavement and impact adjacent properties.

Jim Hier raised questions about funding the remainder of the OTIS projects; this one was bid at \$3.9 million when \$2.8 was budgeted. Gary Hill emphasized that part of the \$3.9 million represents \$730,000 allocated on behalf of the SBWRD which will be reimbursed. The number also includes some of walkability projects, which will be funded with a different CIP account. The amount over budget totals about \$790,000 or 8%, which is typical of 2002 estimates. Mr. Hill stated that staff will evaluate OTIS over the course of the next few months. Jim Hier, "I move we accept the bid from D C Transport for the reconstruction of Woodside and Norfolk Avenues based on the staff report and subject to review by the City Attorney". Joe Kernan seconded. Motion carried.

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

5. Consideration of approving the Intermountain Healthcare Water Service Agreement, in a form approved by the Deputy City Attorney – City Attorney Mark Harrington explained that minor changes have been made to the draft but no substantive changes. The final implementation of the development agreement will allow the plat to be recorded and building permits to proceed. Staff recommends proceeding and to execute the agreement in a final form approved by the Legal Department. Candace Erickson, "I move we approve the Intermountain Health Care Water Service Agreement in a form approved by the City Attorney". Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Absent

Jim Hier	Aye
Joe Kernan	Aye
Liza Simpson	Aye

6. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies – The Mayor opened the public hearing. With no comments from the audience, he requested a motion to continue to May 22, 2008. Jim Hier, “I so move”.

Joe Kernan distributed his notes to members on his remarks. He spoke about spending \$7 million on the police facility, accepting estimates over \$7 million for the Marsac Building, approving \$2 million plus on salaries per year, and allocating \$2 to \$3 million on the parking garage. The \$15 million walkability bond passed and millions of dollars are spent on street reconstructions. Other improvements include an estimated \$8 million on the Racquet Club, \$3 million on the Old Town Plaza, \$8 million for the ice facility, \$2 million in bonds for parks and fields, \$40 million for open space bonds, and \$1.5 million toward energy efficiencies. In consideration of these significant discretionary investments, he asked that the policy for expanding Public Works services be considered. He hoped capital projects can be pared down so basic services are adequately delivered as well as funding traffic improvements. Candace Erickson seconded. Motion carried.

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

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Ron Ivie, Chief Building Official; Kent Cashel, Deputy Public Works Director; Jerry Gibbs, Public Works Director; and Mark Harrington, City Attorney. Jim Hier, “I move to close the meeting to discuss property “. Liza Simpson seconded. The meeting opened at

approximately 5 p.m. Jim Hier, "I move to open the meeting". Candace Erickson seconded. Motion carried.

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

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder



City Council Staff Report

Subject: People's Health Clinic's Fee Waiver
Author: Tom Bakaly, City Manager
Department: City Manager's Office
Date: May 22, 2008
Type of Item: Administrative

Summary Recommendations:

Accept the City Manager's recommendation under Communications and Disclosures from Council and Staff to waive fees for the People's Health Clinic in the amount of \$155.

Topic/Description:

The Municipal Code provides for fee waiver requests as follows:

11-12-13. Exceptions

Any part of the fees included in this Title may be waived by the City Council upon the recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring payment of such fees, such as low income housing projects. Applications for exceptions are to be filed with the Building Official at the time a permit is requested.

See the following letter from PHC requesting waiving fees for a building and sign permit needed for the Clinic to move from its current location to the old Anderson Lumber Building.



May 16, 2008

Mr. Tom Bakaly
Manager, Park City Municipal Corporation
445 Marsac, P.O. Box 1480
Park City, UT 84060-1480

Dear Tom:

Per our conversation today, I am requesting a waiver of fees for a building and temporary sign permit associated with the People's Health Clinic move into the old Anderson Lumber building at 1251 Kearns Blvd. in Park City. I have contacted the building and planning departments and they have informed me that the regular fee costs for these permits are as follows:

- Building permit - \$130 (approximately)
- Temporary sign permit - \$20.20 (approximately)

Again, it is my request that the city waive these fees, for the People's Health Clinic, which would normally be charged to an organization when applying for such permits. It is my understanding that this request must be presented before the Park City council to receive approval. I appreciate your willingness to present this request before the council at your next council meeting on May 22, 2008.

Please do not hesitate to contact me if you or the council needs additional information regarding this request. I can be reached at 435-615-7822, or 801-597-1731.

I look forward to hearing back from you on the council's decision.

Sincerely,

Andrew Sipherd
Administrative Director, People's Health Clinic

City Council Staff Report



Author: Jonathan Weidenhamer
Subject: Ratification of Recreation Use Agreement with ReAL Salt Lake Soccer Team for the use of the Quinn's Junction Sports Complex for recreational uses
Date: May 22, 2008
Type of Item: Recreational Use Agreement

Summary Recommendations

Staff recommends Council ratify the Recreational Use Agreement with ReAL Salt Lake City Soccer Team for use of the Quinn's Junction Sports Complex.

Background

On May 1, 2008 Council reviewed the general terms of a Recreation Use Agreement that contemplated use of the Park City Sports Complex by ReAL Salt Lake (RSL). The Use Agreement would allow use of the Facility as a summer training grounds in return for a variety of benefits and marketing opportunities. Council provided direction to return with a final Agreement for ratification. The Agreement is attached.

Analysis

Staff believes the Agreement finds the appropriate balance of impacts and benefits, and includes a series of both direct and indirect benefits in return for any impacts or direct costs generated (Exhibit "E"). RSL has agreed to provide approximately \$40,000 in marketing and other value, which is roughly equal to the value of the City's waived fees and contribution, if the field fee waiver is counted. Exhibit E identifies a total of \$65,000 in items. Staff recommends acceptance of all terms identified, but Park City will have to choose either the Banner behind the goal option (valued at \$15,000), or the PR Backdrop option (\$20,000). RSL is comfortable with either option.

In finalizing terms there is \$4,300 in additional costs estimated to provide public access to an accessible restroom (paved access and ramps). Because Park City is requiring the public access, RSL and staff recommend splitting the costs (an additional \$2,150); which would increase the City's direct contribution value to \$22,150. On May 1, Council asked staff to identify how the City's agreed upon direct contribution would be addressed. To that end, a recommended option will need to be added to the Public Works 2009 operational budget that addresses necessary personnel and materials. Staff may be able to cover some of the costs with existing budgeted resources in determining what the incremental budget option needs to be. At the most it will be \$22,150 and Council will review the option prior to the adoption of the tentative budget on June 5, 2008.

Alternatives

1. Approve the attached Use Agreement. **This is staff's recommendation.**
2. Amend the terms and details.
3. Deny the request.

Significant Impacts

There will potentially be impacts on field quality. There are also fiscal impacts of waiving up to \$29,350 in fees, and additionally subsidizing the project \$22,150 in direct costs.

Consequences of not taking the recommended action:

If the use agreement is not signed, our existing relationship with RSL would be significantly be impacted and likely preclude additional international and professional soccer team use of the Facility.

Department Review: This report was reviewed by representatives of the Economic Development and Capital Projects, and Legal Departments, Public Works and the City Manager.

Recommended Actions

Staff recommends Council ratify the Recreational Use Agreement with ReAL Salt Lake City Soccer Team for use of the Quinn's Junction Sports.

Exhibits

Use Agreement

Exhibit A – Site Plan detail

Exhibit B – Entire Site Plan

Exhibit C – Practice schedule

Exhibit D – Estimated Fees and costs

Exhibit E – Marketing and benefit package

RECREATION USE AGREEMENT

THIS RECREATION USE AGREEMENT (this “**Agreement**”) is entered into effective as of the [_____] day of May, 2008, by and between PARK CITY, a political subdivision of the State of Utah (together with its successors and/or assigns, “**Landlord**”), and UTAH SOCCER, LLC, a Utah limited liability company (together with its successors and/or assigns, “**Tenant**”). Tenant and Landlord are also referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

IN CONSIDERATION of the covenants and agreements hereinafter mentioned and reserved to be kept and performed by one or the other of the Parties hereto, Landlord and Tenant hereby enter into this Agreement and agree as follows:

1) Premises; Temporary Structures.

a) Building Property. Landlord hereby grants Tenant, and the coaches, players and staff of the Major League Soccer Team owned by Tenant known as ReAL Salt Lake (“**ReAL**”) a license to use the tract of land located in Quinn’s Junction, a city park owned and operated by Landlord (“**Quinn’s Junction**”) located in Summit County, Utah, as more particularly depicted on Exhibit “A” attached hereto and made a part hereof (the “**Temporary Building Property**”) for the recreation uses defined herein. The Temporary Building Property is currently a graveled area. Tenant shall have the right to place up to [_____] temporary recreation buildings (including mobile trailers) containing approximately 3,100 square feet, but in no event more than 3,700 square feet, on the Temporary Building Property during the Term (defined below) in the areas depicted on Exhibit “A” attached hereto and made a part hereof (collectively, the “**Buildings**”).

b) Practice Fields. Additionally, Landlord hereby grants to Tenant, for use by Tenant and ReAL, a license during the Term to use one (1) of the three (3) grass soccer fields (excluding the turf soccer field) as directed by Landlord located in Quinn’s Junction as more particularly depicted on Exhibit “B” attached hereto and made a part hereof (each a “**Practice Field**” and collectively, the “**Practice Fields**”). Tenant and ReAL shall be entitled to exclusively use the Practice Fields during the times and dates specified on the schedule attached hereto as Exhibit “C” and during such additional times as consented to by Landlord, which consent shall not be unreasonably withheld. In accordance with Paragraph 4.2 below, Landlord may temporarily restrict Tenant’s use to the turf soccer field; provided, however, Tenant shall not be required to use the turf soccer field for more than three (3) consecutive days or more than twelve (12) days in the aggregate during the Term.

c) Meeting Room. During the Term, Landlord also grants to Tenant, for use by Tenant and ReAL, a license to use, without payment of any additional costs or fees, one (1) of the meeting rooms located in the ice rink located in Quinn’s Junction (the “**Meeting Room**”). Tenant shall be entitled to exclusively use the Meeting Room before or after the times and dates specified on the practice schedule attached hereto as Exhibit “C” and during such additional times as consented to by Landlord, which consent shall not be unreasonably withheld. In the event of a schedule conflict with a special event or paid room rental, Landlord will give seven (7) days advanced notice of such conflict.

d) Racquet Club. During the Term, Landlord also grants to Tenant, for use by Tenant and ReAL, a license to use all facilities within the racquet club located in Quinn’s Junction without payment of any fees or charges (the “**Racquet Club**”). Tenant and ReAL shall have the right to use the Racquet Club at any time that the Racquet Club is open for business, subject to generally applicable facility and program rules, scheduling and use of the Racquet Club by other users of the Racquet Club. In addition, subject to scheduling and use by other users, Tenant may schedule limited

periods of exclusive use of certain facilities in the Racquet Club. The Temporary Building Property, the Practice Fields, the Meeting Room and the Racquet Club are referred to herein as the “**Property.**”

1.5 Relocation. Tenant acknowledges that the Temporary Building Property is currently subject to certain use restrictions set forth in that certain Special Warranty Deed (Containing a Possibility of Reverter), dated January 3, 1997 (the “**Deed**”), and recorded in the Summit County Recorder’s Office as Document Number 00482782 in book 1060 at Page 771. In the event it is determined that a Final Determination of Nonacceptable Use (as defined in the Deed) is made with respect to Tenant’s use of the Temporary Building Property, Landlord shall have the right upon ten (10) days prior written notice, to relocate the Buildings to the area more particularly depicted on Exhibit “A-1” attached hereto and made hereof, which property shall thereafter be referred to herein as the Temporary Building Property. In the event Landlord exercises its rights to relocate the Temporary Building Property, Landlord shall pay all of Tenant’s actual out of pocket costs and expenses incurred in connection with such relocation, including, without limitation, all costs of establishing additional utility connections.

2) Term and Option to Renew.

a) Initial Term. The initial term of this Agreement shall commence on May [___], 2008 and continue through and including November [___], 2008 (the “**Initial Term**”).

b) Extension Terms. At any time, Landlord and Tenant may elect to extend the Initial Term of this Agreement for an additional period commencing on [_____], and continuing through and including November [___], 2009 (the “**Extension Term**”) by executing a written agreement extending the Initial Term. Except as otherwise agreed in a written amendment to this Agreement between Landlord and Tenant, all of the rights, obligations, terms, conditions and provisions of this Agreement shall apply to the Extension Term. In the event Landlord and Tenant agree to extend the Initial Term of this Agreement, Landlord and Tenant shall work in good faith to agree upon a schedule for the use of the Practice Fields and Meeting Rooms, and as necessary a snow removal agreement.

c) Term. The Initial Term and the Extension Term, if applicable, are hereinafter collectively referred to as the “**Term.**”

d) Removal of Buildings. In the event Landlord and Tenant elect to extend the Initial Term of this Agreement for the Extension Term, Tenant shall be required to remove all Buildings from the Property until the commencement of the Extension Term. In no event shall Tenant keep the Buildings on the Property for a period in excess of one hundred eighty (180) days from the date Tenant takes occupancy thereof without the express written consent of Landlord and the Chief Building Official of Park City.

3) Consideration.

a) Landlord’s Contribution. Landlord acknowledges and agrees that Landlord and its residences will receive considerable intangible benefits by ReAL’s use of the Temporary Building Property and Practice Fields as a practice field for a Major League Soccer team. In connection with the foregoing, Landlord hereby agrees as follows:

(a) Landlord hereby waives the fees shown on Exhibit “D” attached hereto and made a part hereof, in connection with Tenant and ReAL’s use of the Property. In addition, Landlord hereby agrees that any fees and costs incurred by Tenant which have not been waived as identified and Exhibit “E” shall not be due and payable until [_____], 2008.

(b) Landlord agrees to credit Tenant, upon the execution of this Agreement by Tenant and Landlord, an amount equal to \$20,000.00 (the “**Landlord’s Contribution**”) which amount shall be used by Tenant to pay for a portion of the City’s operation and maintenance costs to be incurred by Tenant as estimated as \$27,500 on Exhibit “D” attached hereto and made a part hereof. Notwithstanding the provisions of Section 6 to the contrary, the total amount payable by Tenant to reimburse Landlord for Landlord’s operation and maintenance costs shall not exceed \$10,000 (exclusive of the \$20,000 credit given by the City as described above).

b) Tenant’s Contribution. In consideration for the rights and privileges granted to Tenant herein, including without limitation, the consideration given by Landlord pursuant to Section 3.1, Tenant hereby agrees as follows:

(a) Marketing and Advertising. Landlord shall be entitled to select, and Tenant shall provide, marketing services for the benefit of Landlord in aggregate fair market value equivalent to the value of the fees waived by Landlord and the Landlord’s Contribution, approximately \$40,000.00, which services are based on the schedule attached hereto as Exhibit “E” (the “**Marketing Services**”). Where possible, Tenant shall, in connection with the Marketing Services, list an internet link to the Park Chamber of Commerce website (<http://www.parkcityinfo.com/>). Notwithstanding anything set forth herein to the contrary, Tenant shall not be required to provide any Marketing Services which (w) violate or threaten to violate any applicable federal, state or local law, rule, regulation or ordinance, (x) violate any exclusive right granted by Tenant to a third party or any restrictions placed on Tenant by Major League Soccer, (y) promotes any private individual, entity, political party or enterprise, or (z) pertain to services which directly compete with Tenant or ReAL.

(b) Tenant and Landlord shall work in good faith to encourage international soccer teams playing against ReAL during the 2008 season and the teams for the 2009 Major League Soccer All-Star Game to use practice facilities and lodging located within Park City, while such teams are in Utah for scheduled soccer games with ReAL. Landlord acknowledges that Tenant does not have the right to direct where such teams select to find lodging and practice facilities; provided, however, Tenant agrees that it will encourage such teams and players to select Park City to accommodate their lodging and practice facilities.

4) Use.

a) Use. The Property shall be used by Tenant and ReAL as practice and training facilities. Without limiting the foregoing, ReAL may schedule matches featuring ReAL’s reserve players (each a “**Reserve Game**”). In the event Tenant elects to hold any Reserve Game, Tenant shall give Landlord fifteen (15) days prior notice of the date and time of such Reserve Game. Tenant acknowledges that a third party (the “**Existing Concessionaire**”) has a right of first refusal to serve food and beverages (the “**Consumable Concessions**”) at a Reserve Game. In the event Tenant has delivered notice to Landlord of a Reserve Game as required above and Landlord has thereafter failed to deliver notice to Tenant at least five (5) days prior to the Reserve Game that the Existing Concessionaire has exercised its right of first refusal to serve Consumable Concessions, Tenant shall be entitled to operate and sell all Consumable Concessions at the Reserve Games, including, without limitation, the right to use existing concession stands located within Quinn’s Junction or to bring mobile concession stands to Quinn’s Junction during the Reserve Games. Notwithstanding the foregoing to the contrary, Tenant shall have the sole right to provide all ticketing and merchandising concessions at the Reserve Game. In connection with a Reserve Game, Landlord shall set up for Tenant’s use, at no additional cost to Tenant, the temporary seating stands located at Quinn’s Junction.

b) Use of Practice Fields. If at any time during the Term Landlord decides, in its reasonable discretion, that Tenant's use of any one Practice Field or certain weather conditions affecting a Practice Field is resulting in such Practice Field showing excessive signs of use, Landlord may require that Tenant discontinue use of the Practice Field until such time as such Practice Field no longer shows signs of such excessive use; provided, however, Tenant shall at all times have use of at least one (1) Practice Field during the times set forth on Exhibit "C". All parking shall be on existing paved lots next to the turf field.

c) No Continuous Operation. Nothing herein shall require Tenant to continuously operate or occupy the Property during the Term.

4.4 Triple Crown Use. Tenant acknowledges and agrees that during the first three (3) weeks of July, a softball tournament and hockey camp will be hosted at Quinn's Junction (the "**Triple Crown**"). During such three (3) week period, Tenant shall not be entitled to use the Practice Fields, however, Landlord shall provide to Tenant use of a grass practice field located within the Snyderville Basin Recreation District or Park City limits (the "**Alternate Practice Field**"). During such three week period, for all purposes under this Agreement, the term "Practice Field" shall also include the Alternate Practice Field and all rights and obligation of Landlord and Tenant with respect to the Practice Fields contained within this Agreement shall also apply to the Alternate Practice Field. Tenant shall cooperate with Landlord in minimizing the impact of Tenant's parking during Triple Crown.

4.5 Fire District. Tenant shall comply with the applicable fire code with respect to the Buildings and Tenants use of the Property; provided, any fees or expenses required by Tenant to obtain any inspections, approvals or permits shall be waived or paid for by Landlord.

5) Utilities.

5.1 Connection. Except as provided below, Tenant shall obtain, at Tenant's cost and expense, all utility connections to the Buildings which Tenant may require, including, without limitation, water, sewer, gas, electricity, telephone, cable and data and internet. Where necessary, Landlord shall cooperate with Tenant in obtaining such connections. All fees and costs associated with Tenant connecting to such utilities shall be paid by Tenant; provided if any such fees or costs are in excess of \$18,150, Landlord shall pay such excess fees and costs. Any deposits paid by Tenant to any utility service provider will remain the property of Tenant and any impact fees paid by Tenant in connection with such utilities shall be refunded to Tenant upon the expiration of the Term. Tenant shall be responsible to pay for the utilities consumed by Tenant directly to the utility company providing such utility service. Notwithstanding the foregoing to the contrary, prior to the Commencement Date, Landlord, at Landlord's sole cost and expense, shall cause Utah Power to add the necessary transformers to allow electricity to be supplied to the Buildings.

5.2 Sewer Board. Tenant acknowledges that the local sewer and water district (the "**SBWRD**") holds an easement for a public sewer line over the Temporary Building Property in the location depicted in Exhibit "A". All of the Buildings must be located outside of such easement. Tenant shall be required to pay all SBWRD impact fees and administrative fees prior to Tenant's connection to the public sewer line. Tenant acknowledges that user fees will also be charged while the Buildings are connected to the sewer system. If the Buildings are removed at a later date, the impact fees paid by Tenant will be refunded to the Tenant. In addition, user fees would also be discontinued upon verification that the facilities are disconnected. Based on the information provided by Tenant to Landlord, an estimate of water usage per athlete, and the current SBWRD impact fee rate, the impact fees would be calculated as follows:

Estimated Water Usage: 30 athletes at 20 gallons/day = 600 gallons/day

RE Calculation: 600 gallon/day ÷ 320 gallons/residential equivalent (RE) = 1.88 REs

Administrative Fee: 1% of Impact Fee = \$116

Tenant acknowledges that there will likely be an increase to the SBWRD impact fee of approximately \$1,000 per RE in May of 2008. SBWRD user fees will be based on actual water meter reads, if a water meter is installed for the Buildings, or if a water meter is not installed on the estimated water usage calculated above. Any connection by Tenant to the SBWRD public sewer system should follow normal SBWRD procedures, including submittal of floor plans for the Buildings connecting to the system and a site plan indicating the location of the Buildings and the proposed method for connecting to the system. Inspection by SBWRD of the connection to the system and the eventual disconnection from the system will also be required.

6) Maintenance. During the Term, Tenant, at Tenant's sole cost and expense, shall maintain the Buildings in good order, condition and repair and in a clean and sanitary condition. During the Term, Landlord shall, at Landlord's sole cost and expense, maintain the Property in good order, condition and repair and in a clean and sanitary condition. In addition, during the Term, Tenant shall, at such times as Tenant or ReAL has an employee or agent present in a Building, permit the public to use the restrooms in a Building designated by Tenant. In connection with Tenant providing such bathrooms, Landlord and Tenant shall each pay one-half of the costs of (a) building a ramp to the designated Building which complies with a ADA requirements, and (b) installing an asphalt pathway to the Building, which asphalt pathway shall be generally located in the area shown on Exhibit "A". Tenant shall deliver to Landlord evidence that the bathrooms within the designated Building comply with applicable ADA requirements. Landlord shall be responsible for cleaning such restrooms one (1) time per week, provided, Tenant shall be responsible for cleaning the remainder of the Building. In connection with such cleaning, Landlord and Tenant shall coordinate a cleaning schedule acceptable to Landlord and Tenant. Landlord shall at all times maintain the Practice Fields at levels and standards required for Major League Soccer practice fields, including without limitation, stripping the Practice Field to Major League Soccer dimensions and using best efforts to maintain the length of grass on the practice fields to one and one quarter inches (1.25"). In the event during the Term Landlord is required to perform snow removal to permit Tenant to use the Property as contemplated by this Agreement, Tenant and Landlord shall agree upon a reasonable cost basis for Tenant's share of the costs of such snow removal.

7) Insurance. Tenant shall, during the Term, at Tenant's sole cost and expense, carry commercial general liability insurance covering Tenant's use of the Property in an amount of at least Two Million Dollars (\$2,000,000) per incident or occurrence and Four Million Dollars (\$4,000,000) policy aggregate limits. Such insurance shall: (i) name Landlord as an additional insured; (ii) be primary to any liability insurance maintained by Landlord; (iii) protect Landlord and Tenant under a severability of interest clause as if each were separately insured under separate policies; (iv) contain a provision that Landlord shall be entitled to coverage for losses occasioned by acts, omissions or negligence of Tenant; and (v) an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the Commencement Date.

8) Indemnification.

a) General Indemnification. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against all demands, claims,

causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from the occupancy or use of the Property by Tenant or its employees, officers, agents and contractors (hereinafter collectively referred to as the "**Tenant Related Parties**"), the conduct of Tenant's business on the Property, any act or omission by Tenant or Tenant's Related Parties, any default or nonperformance by Tenant under this Agreement, any injury or damage to the person, property or business of Tenant or any litigation commenced by or against Tenant to which Landlord is made a party without primary negligence, willful or intentional misconduct, recklessness, or gross negligence on the part of Landlord. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from the occupancy or use of the Property by Landlord or its employees, agents, officers and contractors (hereinafter collectively referred to as the "**Landlord's Related Parties**"), conduct of Landlord's business on the Property, any act or omission of Landlord or Landlord's Related Parties, any default or nonperformance by Landlord under this Agreement, any injury or damage to the person, property or business of Landlord or any litigation commenced by or against Landlord to which Tenant is made a party without primary negligence, willful or intentional misconduct, recklessness, or gross negligence on the part of Tenant. For purposes of this Section 8.1 the term "primary negligence" shall mean with respect to Landlord or Tenant, the level of fault of Landlord or Tenant in an action with respect to which Landlord's or Tenant's negligence results in the majority of the damages claimed or harm alleged in such action.

b) Environmental Indemnification.

(a) In addition to, and without limiting the scope of, any other indemnities provided under this Agreement, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions and reasonable attorneys' and consultants' fees and expenses, directly or indirectly, in whole or in part, arising out of or relating to (i) the release of Hazardous Materials (as defined in Section 8.3) by Tenant or the Tenant Related Parties, (ii) the violation of any Hazardous Materials laws by Tenant or the Tenant Related Parties, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about or from the Property by Tenant, or the Tenant Related Parties (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "**Tenant Release**" and collectively as the "**Tenant Releases**").

(b) In addition to, and without limiting the scope of, any other indemnities provided under this Agreement, Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions and reasonable attorneys' and consultants' fees and expenses, directly or indirectly, in whole or in part, arising out of or relating to (i) the release of Hazardous Materials by Landlord or the Landlord's Related Parties, (ii) the violation of any Hazardous Materials laws by Landlord or the Landlord's Related Parties, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about or from the Property by Landlord or the Landlord's Related Parties (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "**Landlord Release**" and collectively as the "**Landlord Releases**").

c) Definition of Hazardous Materials. The term “Hazardous Materials” shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clear Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(c) the presence of which on the Property requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

d) Use of Hazardous Materials. Tenant shall not, and shall not permit any Tenant Related Parties to use, store, generate, release or dispose of Hazardous Materials in, on, about or from the Property except in compliance with applicable laws. Landlord shall not, and shall not permit any Landlord Related Parties to use, store, generate, release or dispose of Hazardous Materials in, on, about or from the Property except in compliance with applicable laws.

9) Compliance with Applicable Laws, Rules and Regulations.

a) In General. Tenant shall, at Tenant’s sole expense, promptly observe and perform (or cause the same to be done) the requirements of all applicable federal, state, county, municipal or other applicable governmental authority laws now or hereafter in effect and applicable to Tenant’s specific use of the Property

b) Release of Hazardous Materials. If Tenant discovers that any spill, leak or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, in violation of applicable law or that may give rise to liability under applicable law, Tenant shall promptly notify all appropriate governmental agencies and Landlord. In the event such release is a Tenant Release, Tenant shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such

Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. In the event such release is a Landlord Release, Landlord shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. With twenty (20) days after any such spill, leak or release, the Party responsible for the remediation of such release shall give the other Party a detailed written description of the event and of such responsible Parties investigation and remediation efforts to date. Within twenty (20) days after receipt, such responsible Party shall provide the other Party with a copy of any report or analytical results relating to any such spill, leak or release.

10) Assignment. Tenant shall not assign Tenant's entire interest in this Agreement and the Property, without obtaining Landlord's prior written consent in each and every instance, which may be withheld in Landlord's sole discretion; provided, however, Tenant shall not be required to obtain Landlord's consent for any assignment to an entity which is controlling, under common control with or controlled by Tenant.

11) Default and Remedies.

a) Default. A Party shall be in default under this Agreement (a) with respect to a monetary default, if a defaulting Party fails to pay an amount due under this Agreement within ten (10) days after the defaulting Party's receipt of written notice from the non-defaulting Party, and (b) with respect to a non-monetary default, if a defaulting Party fails to cure any non-monetary default within ten (10) days after the defaulting Party's receipt of written notice from the non-defaulting Party, provided, however, if such non-monetary default is of a nature that it cannot reasonably be cured within such ten (10) day period, the defaulting Party shall have such additional time as may be necessary to cure such non-monetary default so long as the defaulting Party commences the cure of such non-monetary default within such ten (10) day period and diligently prosecutes the same to completion.

b) Remedies. In the event of a default by a Party under this Agreement beyond all applicable notice and cure periods, the non-defaulting Party may terminate this Agreement and all right and obligations of the Parties under this Agreement and/or seek all other remedies available at law or in equity. Without limiting the foregoing, following a default by a Party under this Agreement beyond all applicable notice and cure periods, the non-defaulting Party may elect to perform the obligations of the defaulting Party and charge to the defaulting Party the reasonable out of pocket costs and expenses incurred by the non-defaulting in connection with the curing of such default, in which event the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses within ten (10) days of the defaulting Party's receipt of written demand therefor.

12) Quiet Enjoyment. So long as Tenant performs all of Tenant's obligations hereunder, Tenant shall peacefully and quietly have, hold and enjoy the Property for the Term without interference from Landlord, or anyone claiming by, through or under Landlord, subject to all of the provisions of this Agreement, and Landlord shall defend Tenant's possession of the Property against such persons.

13) No Waiver. No failure by any Party to insist on the strict performance of any covenant, duty or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty or condition.

14) Notices. Any notice required or permitted hereunder to be given or transmitted between Landlord and Tenant shall be in writing and either personally delivered or mailed postage prepaid by certified mail or registered mail, or sent by a nationally-recognized commercial overnight courier, addressed as follows:

To Landlord: [_____]
[_____]
[_____]
[_____]

To Tenant: Utah Soccer, LLC
515 South 700 East, Suite 2R
Salt Lake City, Utah 84102
Attention: Garth Lagerwey

Either Party may, by notice to the other given as prescribed in this Section, change said address for any future notices which are mailed under this Agreement. In the event there is or comes to be more than one Party which constitutes Landlord hereunder, any notice or payment required or permitted hereunder to be given or made by Tenant shall be effective as to each such Party constituting Landlord if given or made to any one of them. Any notice which is mailed under this Agreement shall be effective upon its delivery.

15) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, unusual and unjustified delay caused by failure of a governmental agency to issue a building or occupancy permit despite diligent pursuit thereof, shortages of labor or materials because of priority or similar regulations or order of any governmental or regulatory body, war or any other causes of any kind which are beyond the reasonable control of said Party ("**Force Majeure**"). Lack of funds or inability to obtain financing shall not be an event of Force Majeure.

16) Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as follows:

a) Tenant has not entered into any contracts with any brokers or finders, or in any way obligated itself to pay any real estate commission or finder's fee, on account of this Agreement or the transaction contemplated hereby. Based on the above, Tenant hereby agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and the Landlord Related Parties from and against any and all liabilities, claims, demands, damages, penalties, expenses (including, without limitation, reasonable costs and attorneys' fees including reasonable costs and attorneys' fees on any appeal), judgments, proceedings and causes of action imposed upon, incurred by, or asserted against Landlord or any of the Landlord Related Parties which arise out of, or are alleged to have arisen out of, any claim for any real estate commission or finder's fee associated with this Agreement or the transaction contemplated hereby in breach of the above warranty and representation.

b) Tenant is duly organized and validly existing under the laws of the State of Utah and has full power and authority to enter into this Agreement, without the consent, joinder or approval of any other person or entity, including, without limitation, any mortgagee(s).

c) Tenant is not a party to any agreement or litigation which could adversely affect the ability of Tenant to perform its obligations under this Agreement or which would constitute a default

on the part of Tenant under this Agreement, or otherwise materially adversely affect Landlord's rights or entitlements under this Agreement.

17) Landlord's Representations and Warranties. Landlord represents and warrants to Tenant that:

a) Landlord has not entered into any contracts with any brokers or finders, or in any way obligated itself to pay any real estate commission or finder's fee, on account of this Agreement or the transaction contemplated hereby. Based on the above, Landlord hereby agrees to indemnify, defend (with counsel acceptable to Tenant) and hold harmless Tenant and the Tenants Related Parties from and against any and all liabilities, claims, demands, damages, penalties, expenses (including, without limitation, reasonable costs and attorneys' fees including reasonable costs and attorneys' fees on any appeal), judgments, proceedings and causes of action imposed upon, incurred by, or asserted against Tenant or any of the Tenants Related Parties which arise out of, or are alleged to have arisen out of, any claim for any real estate commission or finder's fee associated with this Agreement or the transaction contemplated hereby in breach of the above warranty and representation.

b) Landlord is not a party to any agreement or litigation which could adversely affect the ability of Landlord to perform its obligations under this Agreement or which would constitute a default on the part of Landlord under this Agreement, or otherwise adversely affect Tenant's rights or entitlements under this Agreement.

c) Landlord is the sole fee simple owner of the Property.

d) Landlord is duly organized and validly existing under the laws of the State of Utah and has full power and authority to enter into this Agreement, without the consent, joinder or approval of any other person or entity, including, without limitation, any mortgagee(s).

18) Interpretation. The captions to the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. Landlord and Tenant have negotiated this Agreement, have had an opportunity to be advised by legal counsel respecting the provisions contained herein and have had the right to approve each and every provision hereof. Therefore, this Agreement shall not be construed against either Landlord or Tenant as a result of the preparation of this Agreement by or on behalf of either Party.

19) Severability. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

20) Survival. All obligations (together with interest on monetary obligations) accruing before expiration of the Term shall survive the expiration or other termination of this Agreement.

21) No Merger. There shall be no merger of this Agreement or the license created by this Agreement with any other estate or interest in the Property by reason of the fact that the same person or entity may acquire, hold or own directly or indirectly, (i) this Agreement, the license created by this Agreement or any interest therein and (ii) any such other estate or interest in the Property, or any portion thereof. No merger shall occur unless and until all persons and entities having an interest (including a

security interest) in (a) this Agreement or the license created thereby and (b) any such other estate or interest in the Property, or any portion thereof, shall join in a written instrument expressly effecting such merger and duly record the same.

22) Relationship of the Parties. This Agreement does not create the relationship of principal and agent, partnership, joint venture, association or any other relationship between Landlord and Tenant, other than that of landlord and tenant.

23) Miscellaneous. This Agreement supersedes any and all prior negotiations, agreements or understandings between Landlord and Tenant related to the subject matter hereof. None of the provisions of this Agreement may be altered or modified except through an instrument in writing signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, except its choice of law rules which would apply the law of another state. Landlord and Tenant shall execute and deliver all documents, provide all information and take or forbear from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement and the other agreements, instruments, or documents attached hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on the Parties. Any claim or lawsuit arising out of this Agreement shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah if that court has jurisdiction. Tenant and Landlord waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between Landlord and Tenant arising out of this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

LANDLORD:

PARK CITY MUNICIPAL CORPORATION, a political
subdivision of the State of Utah

By: _____
Name:
Title:

TENANT:

UTAH SOCCER, LLC, a Utah limited liability company

By: _____
Name:
Title:

EXHIBIT AA"

TO

AGREEMENT

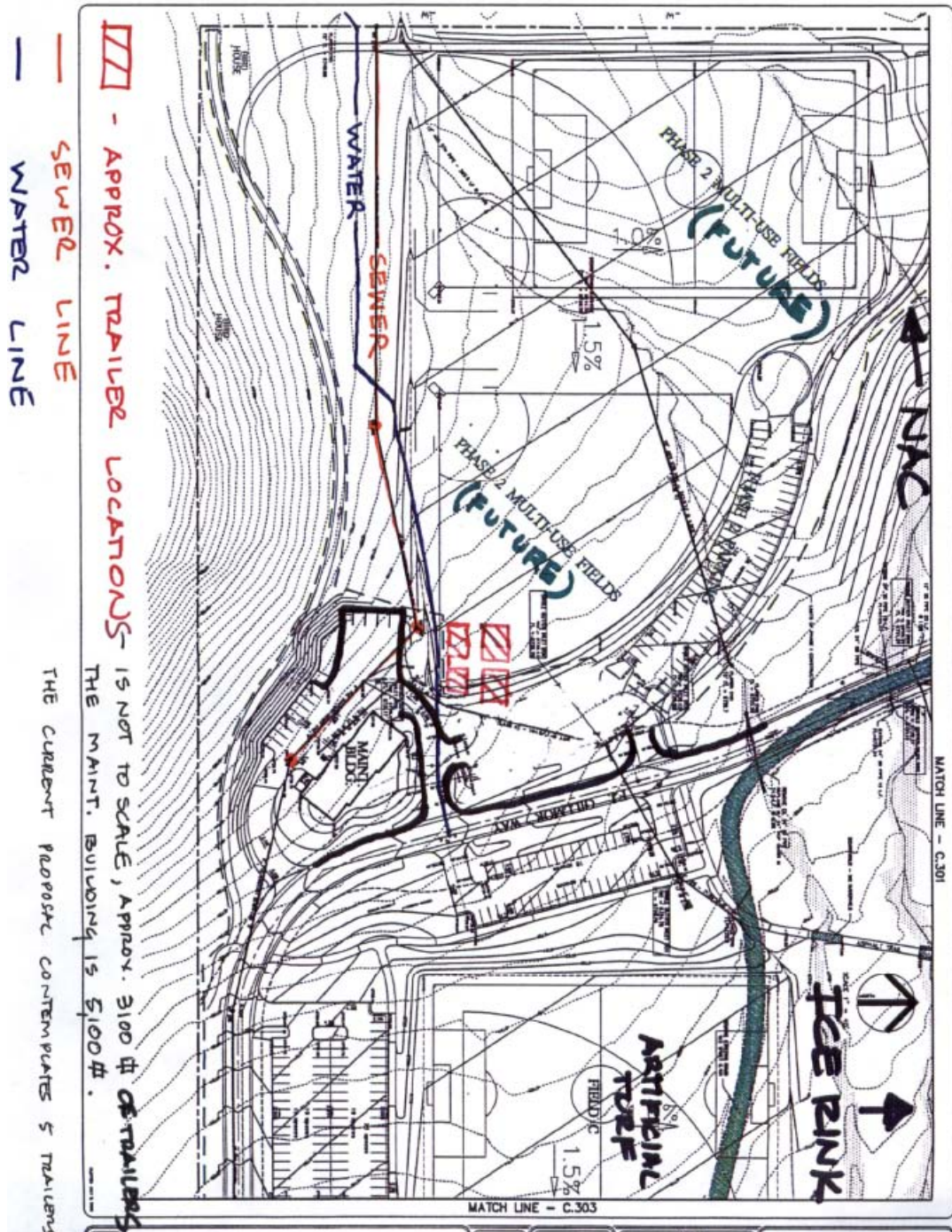


EXHIBIT AA-1"

TO

AGREEMENT

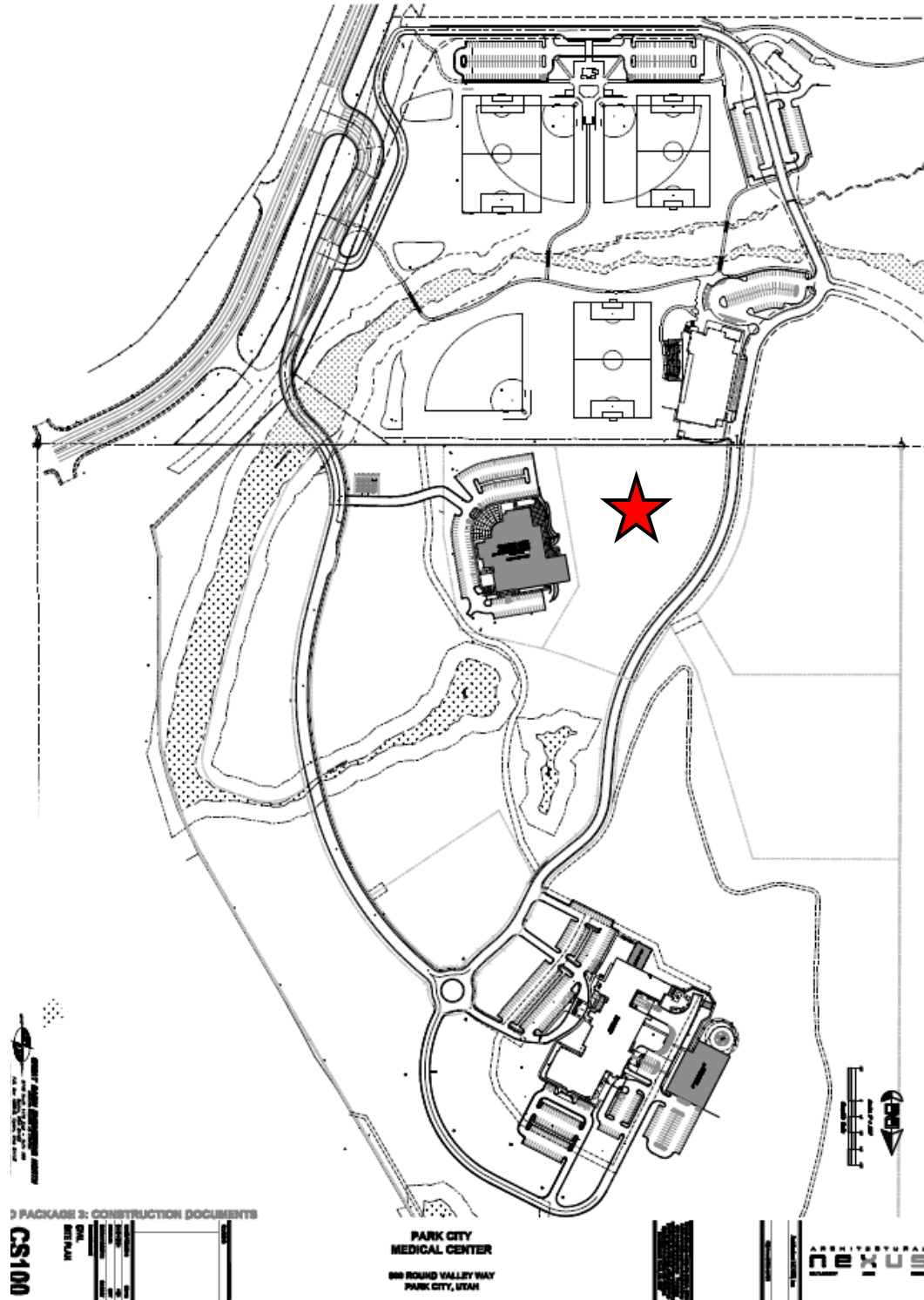


EXHIBIT "B"

TO

AGREEMENT



Approximate location of temporary buildings

EXHIBIT “C”

TO

AGREEMENT

2008

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24					
30 - L	31 - F	25	26	27	28 - R	29 - H

APRIL						
S	M	T	W	T	F	S
		1 - F	2 - F	3 - F	4 - T	5 - A
6 - T	7 - F	8 - F	9 - F	10 - F	11 - R	12 - H
13 - L	14 - F	15 - F	16 - F	17 - T	18 - T	19 - A
20 - T	21 - F	22 - F	23 - F	24 - T	25 - T	26 - A
27 - T	28 - F	29 - R	30 - E			

MAY						
S	M	T	W	T	F	S
				1 - L	2 - R	3 - H
4 - L	5 - F	6 - F	7 - F	8 - F	9 - R	10 - H
11 - L	12 - F	13 - F	14 - T	15 - A	16 - T	17
18	19 - F	20 - F	21 - F	22 - F	23 - T	24 - A
25 - T	26 - T	27 - E	28 - T	29 - F	30 - R	31 - H

JUNE						
S	M	T	W	T	F	S
1	2 - F	3 - F	4 - F	5 - F	6 - R	7 - H
8 - L	9 - F	10 - F	11 - F	12 - F	13 - T	14 - A
15 - T	16 - F	17 - R	18 - H	19 - L	20 - R	21 - H
22 - L	23 - F	24 - F	25 - F	26 - F	27 - T	28 - A
29 - T	30 - F					

JULY						
S	M	T	W	T	F	S
		1 - F	2 - R	3 - H	4 - L	5
6	7 - F	8 - R	9 - E	10 - L	11 - R	12 - H
13 - L	14 - F	15 - F	16 - F	17 - F	18 - T	19 - A
20 - T	21 - F	22 - F	23	24	25	26 - F
27 - R	28 - H	29 - L	30 - F	31 - F		

AUGUST						
S	M	T	W	T	F	S
					1 - R	2 - E
3 - L	4 - F	5 - F	6 - F	7 - F	8 - R	9 - E
10 - L	11 - F	12 - F	13 - F	14 - F	15 - T	16 - A
17 - T	18 - F	19 - F	20 - F	21 - F	22 - T	23 - A
24 - T	25 - F	26 - F	27 - F	28 - R	29 - H	30 - L
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1 - F	2 - F	3 - F	4 - F	5 - T	6 - A
7 - T	8 - F	9 - R	10 - E	11 - T	12 - T	13 - A
14 - T	15 - F	16 - F	17 - F	18 - F	19 - R	20 - H
21 - L	22 - F	23 - F	24 - F	25 - F	26 - T	27 - A
28 - T	29 - F	30 - F				

OCTOBER						
S	M	T	W	T	F	S
			1 - F	2 - T	3 - T	4 - A
5 - T	6 - F	7 - F	8 - R	9 - H	10 - L	11
12	13 - F	14 - F	15 - F	16 - F	17 - R	18 - H
19 - L	20 - F	21 - F	22 - F	23 - F	24 - T	25 - A
26 - T	27	28	29	30	31	

L = Light Training (1-2 hrs)

F = Full Training (3-4 hrs)

H = Home Game

A = Away Game

T = Travel Day

R = Rice-Eccles Stadium

E = Exhibition/US Open Cup Match

Games shown are MLS Regular season games. MLS Reserve Division schedule TBA, dates will include 6 home contests following home regular season matches.

EXHIBIT "D"

TO

AGREEMENT

Type	Item	cost estimate	value/ fees eligible for waivers
Field Rental*	field rental	21,250	21,250
Ops & Maint.	personnel (field prep)	18,500	
	materials & supplies	9,000	
Racquet Club rental	\$7/player; 15 players, 70 days	7,350	7,350
Snow Removal	TBD		
Trailers	shower 36' x 12' (432)	10,498	
	locker rooms 40x12 (480 sf)	9,015	
	training room 60x12 (720)	10,942	
	equipment room 60x12 (720)	13,025	
	coaches office (750)	10,776	
Building Permit Fees		750	750
utility connection costs	water connection	7,150	
	sewer connection	5,850	
	sewer admin fee	150	
	power	5,000	
site prep	cut, grading & gravel pad	6,230	
	transport	250	
	ADA connection (asphalt pad)	1,200	
total utility bills(estimated)	water	1,200	
	power	600	
van rental july		500	
total		\$139,236	\$29,350
fees eligible to be waived		\$29,350	
total costs minus eligible fee waivers		\$109,886	
Potential City contribution		\$20,000	
Final estimated hard costs to RSL		\$89,886	

EXHIBIT "E"

TO

AGREEMENT

ITEM	DESCRIPTION	VALUE
IN STADIUM		
Banner Behind Goal	20' Banner behind goal	15,000
PR Back Drop	Logo Repeat behind press conference table	20,000
WEBSITE		
Home page advertising	Add space on teams home page with link	5,000
TELEVISION		
KSL TV 5	(2) 30 sec. Spots, (2) Park City Moment, (1) 5:00 Wrap, (1) Fly-in	17,500
COMMUNITY EVENTS		
Player Appearance	A session is approximately 60 minutes which may include autograph signing and clinics	3,000
TICKETS		
350 Tickets	General Admission tickets for Park City Recreation Sports Program.	4080
SPECIAL EVENTS		
International Training	If ReAL Hosts an international game during the 2008 season, ReAL shall encourage use of practice facilities and lodging located within Park City, while such teams are in Utah for scheduled soccer games with ReAL	500



City Council Staff Report

Subject: City Manager Recommended Budget
Author: Bret Howser
Department: Budget, Debt, & Grants
Date: May 22, 2008
Type of Item: Informational

Summary Recommendations:

Hold a public hearing on the City Manager Recommended Budget. Provide direction concerning capital improvement items in the proposed budget.

Topic/Description:

FY 2008 Revised Budget and FY 2009 Proposed Budget

Background:

The City's budget process began in January with the Council Visioning Session. Staff received direction from Council at Visioning Session concerning topics, requests, and discussions to include in the upcoming budget. Department heads then compiled operating budget requests to present to the City Manager. These requests were considered during a series of meetings between functional teams and the City Manager in March. The requests were then approved or denied (or in some cases modified). Capital requests were sent to the CIP Committee in March for prioritization. The CIP Committee forwarded their recommendation to the City Manager. The City Manager made final decisions on operating and capital requests in April.

On April 28th, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Council discussion and public hearings were held on May 1st and 15th. Further public hearings are currently scheduled for May 22nd, 29th, June 5th, and 19th. Discussion/action is slated for these dates as follows, barring changes as needed:

May 22 – Capital Budget Discussion: Energy Efficiency Remodel, Marsac Seismic Upgrade, and Walkability Projects

May 29 – Capital Budget Discussion (continued): Walkability Projects (cont), Water Infrastructure Projects, Racquet Club Renovation; Fire Service District budget; Pavement Management

June 5 – Budget Policies, Personnel Policies and Procedures (P&P), Fee Resolution, Comprehensive Emergency Management Plan, Adoption of Tentative Budget.

June 12 – Outstanding Budget Issues (if necessary)

June 19 – Presentation & Adoption of Final Budget

Analysis:

Energy Efficiency Remodel:

Last year Council approved \$45,000 as part of the 5-Yr CIP for an energy efficiency study on City buildings. The intent of the study was to find ways to decrease energy consumption and thus carbon emissions. The City could use the resultant utility cost savings as an offset for the upfront costs associated with the project.

After selecting Johnson Controls to perform the energy audit in late 2007, staff has been working with Johnson Controls to refine a list of energy efficiency projects which would fall under the Energy Efficiency Remodel umbrella project. These projects were selected by staff based on criteria approved by Council which include: 1) simple payback period of 15 years or less, 2) reduction of carbon output, 3) alignment with existing capital and operational maintenance needs, and 4) community leadership value.

During this week's budget discussion, staff will present the proposed list of energy efficiency projects which totals nearly \$1.4 million. The details of this recommendation, including the list of energy efficiency projects recommended by staff, are included in a separate staff report.

Marsac Seismic Renovation:

City Hall is scheduled for seismic renovation beginning in June 2008. Staff has already been relocated and the project is ready to begin. Staff will be coming to Council with a Guaranteed Maximum Price on May 29th, which is expected to be between \$5.2 - \$5.4 million for the cost of construction (\$7.4 million total project cost).

Last spring, Council adopted a capital budget of \$4.75 million for the Marsac project, with an additional \$1.3 million being held in reserve in the 5-Year CIP. Staff approached Council in August, 2007, with adjusted cost estimates of \$6.2 million and Council directed staff to expand the scope of the project and access the \$1.3 million reserve. In November, 2007, staff received an updated cost estimate which put the total cost of the project at \$7.4 million. Staff expects to handle about \$500,000 of this cost increase out of existing capital budgets. The proposed budget includes a net request of \$900,000 (\$2.7 million increase, with \$1.3 million offset out of the 5-Year CIP project and \$500,000 offset out of other projects).

The following table shows a summary of the differences in cost estimates between August 2007 and November 2007. Much of the difference in cost is associated with the geothermal HVAC system.

	Presented to City Council on 8/9/07	with Jacobsen DD Estimate
Cost of Construction		
Seismic	\$621,216	\$613,170
HVAC	\$639,180	\$1,868,709
ADA	\$184,007	\$181,446
Power Source	\$150,000	\$150,000
Other Construction, resulting from seismic	\$1,193,024	\$1,623,220
Interior Plumbing Improvements	\$247,230	\$0*
Hazardous Material Allowance	\$50,000	\$0
Rearrangement of Department Offices	\$225,000	\$223,595
General Conditions, Fees, Bonds, Insurance, etc.	\$379,231	\$208,513
Contractors Contingency (not Owner's & Design Contingency)	\$372,745	\$423,361
Cost of Construction Subtotal	\$4,411,633	\$5,292,014
Temporary Relocation of Staff	\$350,000	\$500,000
Space Needs Analysis	\$25,000	\$11,466
10% Construction Contingency	\$441,163	\$529,201
Architectural Design (6% cost of Construction)	\$264,698	\$317,521
Engineering (2.2% cost of construction)	\$97,056	\$116,424
FFE (6.8% cost of construction)	\$299,991	\$359,857
1% cost of construction for art	\$44,116	\$52,920
4% cost of construction for green building	\$176,465	\$211,681
10% increase in cost of construction per year	\$441,163	\$0**
Total	\$6,201,286	\$7,391,084

It should be noted that the cost of the project would be an estimated \$4.2 million if the scope were to include just the Seismic and ADA upgrades. Staff has received Council direction in the past to explore the geothermal, green and art elements, and interior design changes which bring the project costs to the presently requested \$7.4 million.

Staff continues to recommend the City pursue the seismic upgrade to the building as planned including all necessary system replacements and conversions/upgrades. The Building Maintenance staff identified potential failures of building plumbing and sewer system in the near future. While the seismic upgrade to the building would not require these be replaced, Staff recommends the replacement. Also recommended is the addition of an air handling system. Staff has outlined a growth and space analysis on a future work plan to understand long-term space needs especially when approached to lease surplus space.

The original budget of \$3.5 million for the remodel of existing City Hall was estimated in 2004 considering only the seismic remodel, air handling system and ADA accessibility. Due to the increased cost of construction, green elements and the desire to relocate departments within the building not calculated in the original budget, as well as system upgrades, staff recommends a net increase of \$900,000 to the existing project budget.

Walkability Projects:

In November, 2007, voters approved a \$15 million bond for community-wide walking and biking improvements. Council subsequently appointed the Walkability Advisory Liaison Committee (WALC) to provide input and make recommendations on further

prioritization of walkable/bikeable related capital projects included in the Landmark Study.

WALC has met over the course of the past few months to develop a recommendation for Council to be included in the FY 2009 budget. This recommendation is detailed in a separate staff report and is to be presented May 22 along with the budget discussion. Project recommendations include tunnels under Bonanza Drive (\$1.15 million) and Kearns Boulevard (\$3 million), new sidewalks along Little Kate and Lucky John (\$673,000 – from Holiday Ranch Loop to the schools), new sidewalk on Comstock and related traffic calming improvements (\$940,000). WALC also requested consideration that an additional \$5 million be considered long-term as a placeholder to address major “spine” trails along state highways. Staff will also address related operational impacts on the 22nd.

With General Obligation Bond proceeds as the funding source for the projects, the projects are not anticipated to have an impact on discretionary capital funding sources (such as General Fund surplus). Debt service on the bonds will be paid with property tax collected for the sole purpose of paying off GO Bonds.

While a subset of the CIP Committee did review and approve the recommendation of the WALC committee, staff has temporarily declined to include an appropriation for Walkability in the City Manager’s recommended budget. Once Council has had an opportunity to review the WALC recommendation and give direction on the scope and timing of projects, staff will develop a bonding strategy to include in the final budget to be considered by Council in June. It is likely that the \$15 million of approved GO Bonds will be issued in multiple phases over the next five years, depending on the timing of projects, to avoid arbitrage expenses.

Department Review:

Budget, Debt, & Grants Department, the Legal Department, and the City Manager reviewed this report.

Alternatives:

A. Approve:

Staff recommends that Council hold a public hearing regarding the Proposed Budget and provide direction on capital improvement items in the proposed budget.

B. Deny:

State statute requires at least one public hearing before the adoption of a Tentative Budget. The City has traditionally held a public hearing accompanying each discussion of the budget. If Council decides to forgo a public hearing at this time, another must be held before adoption of the Tentative Budget.

C. Modify:

D. Continue the Item:

This has the same effect as Alternative B.

E. Do Nothing:

This also has the same effect as Alternative B.

Significant Impacts:

This public hearing would satisfy the requirements of state statute to hold a public hearing before the adoption of a tentative budget.

Consequences of not taking the recommended action:

If Council decides to forgo a public hearing at this time, another must be held before adoption of the Tentative Budget.

Recommendation:

Hold a public hearing on the City Manager Recommended Budget. Provide direction concerning capital improvement items in the proposed budget.

Attachments:



City Council Staff Report

Subject: Johnson Controls Conservation Project
Author: Diane Foster
Department: Sustainability
Date: May 22, 2008
Type of Item: Informational

Summary:

Update for Council on the results of the Johnson Controls audit and overview of the recommended projects for implementation, as well as a review of options for implementation. This update is informational.

Topic/Description:

Update on Johnson Controls audit and project recommendations to implement energy and water saving upgrades to Park City Municipal Corporation facilities.

Background:

According to the US Green Building Council, buildings account for 38% of CO₂ emissions in the United States — more than either the transportation or industrial sectors. In 2005 the City signed the US Mayors Climate Action Agreement which requires the City to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012. Movement towards this goal is possible through the energy conservation project proposed by Johnson Controls and recommended by staff.

In June of 2007, the City Council adopted the action plan for the Environmental Initiatives. One top priority item was to perform energy audits on all City facilities.

Subsequently, the City issued an RFP for Performance Contracting Services. Energy savings performance contracting enables building owners to use future energy savings to pay for up-front costs of energy-saving projects, eliminating the need to dip into capital budgets. The City received three proposals and chose Johnson Controls.

The City Council discussed criteria for evaluation at the November 15, 2007 work session and identified four criteria for evaluation of each project line item:

- Return on Investment (cost/benefit) - 15 years
- Energy and carbon impact (ton and dollar value)
- Cost benefit with coordinating existing capital needs
 - Maintenance implications
 - Reduction of operating costs
 - Timing
- Leadership (note as to the visibility & ingenuity of this type of application)

Johnson Controls began a technical audit in December 2007. During this process, they visited City buildings and interviewed with key staff, as well as reviewed the actual utility bills, occupancy and use information and tenant leases. They also took an in-depth look at the City's water distribution system.

Johnson Controls delivered their initial report in February 2008 showing potential for \$2.4 million in improvements. City staff then evaluated each project, identified top priority projects and eliminated \$1 million in potential projects based on the criteria defined by Council.

Analysis:

Overview

Johnson Controls has identified energy, water and consequently significant cost savings that can be realized through a series of improvements to our buildings. These improvements range from replacement of lighting fixtures to replacement of toilet fixtures to installation of photovoltaic solar panels.

The initial list included \$2.4 million in improvements and staff has shortened that list to 51 projects, using criteria identified by Council, totaling \$1.35 million in improvements that will result in:

- a \$99,138 annual savings in energy bills
- a 2,296 ton annual reduction in carbon emissions (equivalent to planting 183,000 trees every year)
- an annual water savings of 1.8 million gallons of water each year

Options

Staff has seriously considered several options for implementation. There was significant debate amongst staff primarily surrounding the feasibility of executing this project internally. The team agreed that we would not be able to implement all aspects of this project within an eight month timeframe (the Johnson Controls timeframe) and could not do this project without at least one additional staff member and administrative overhead.

However, should Council direct staff to develop a cost estimate for implementing this project with internal resources, staff could either:

- a. select a handful of projects from the list and develop an estimate the cost of implementing internally (staff would also get three bids on each project); or
- b. get bids on all 51 projects and develop an estimate the cost of implementing internally.

Preliminary Recommendation

Staff recommends implementation of these 51 projects with Johnson Controls because:

- average return-on-investment of 12 years, based on the *current* cost of energy;
- start to realize cost savings eight months from contract signing;

- savings and cost for Johnson Controls are guaranteed;
- guaranteed maximum price on all 51 projects;
- performance of improvements measured & verified over three years;
- implementation completed within eight months of contract signing;

furthermore

- most of the technology is not new / bleeding edge, so we are not paying an “innovation premium” for this technology;
- includes highly visible photovoltaic project that gets high marks in the “Leadership” category; and
- many of the projects have additional benefits beyond those identified by Council, such as health of building occupants.

Department Review:

The team that reviewed the RFP submittals and who has worked with Johnson Controls since their selection includes Kathy Lundborg (Water Department), Jon Pistey (Ice Rink), Mike Lennon (Building Maintenance), Bret Howser (Budget), Dave Gustafson (Sustainability) and Alison Butz/Diane Foster (Sustainability). Johnson Controls has also met with Ron Ivie to overview some of his review criteria.

Significant Impacts:

- Fuel prices have been increasing and there is no indication this trend will abate.

Consequences of not taking the recommended action:

- Loss of \$99,138 annual savings on energy costs
- Loss of reduction of 2,296 tons of annual CO₂ output (equivalent to planting 183,000 trees each and every year)
- Loss of reduction in water use by 1.8 million gallons of water each year
- Inability to say “we tackled energy conservation, you can do it too”
- Missed opportunity to make strides towards our commitment to the Kyoto Protocol.

Recommendation:

Staff’s preliminary recommendation is to implement this project with Johnson Controls, however, staff is not requesting a Council vote at this time.

Attachments:

Johnson Controls project spreadsheet

City council Staff Report



Author: Jonathan Weidenhamer
Subject: WALC Recommendations
2009 Budget Discussion
Date: May 22, 2008
Type of Item: Discussion/Legislative

**SUSTAINABILITY
DEPARTMENT**

Summary Recommendation

Staff recommends the City Council:

- 1) Discuss project recommendations with the WALC Committee.
- 2) Identify the appropriate capital projects to be built with Walkability Bond monies.
- 3) Identify the appropriate supporting levels of service for annual operations and maintenance (O&M) to support these capital projects.

Background

During the 2006 budget Council funded the Landmark Walkable and Bikeable Community Study (Walkability Study). The Study is part of the City's strategy to consider incorporating pedestrian and biking enhancements into the Trails Master Plan, which is part of the City's overall Transportation Strategic Plan. The Study culminated during the 2008 budget process, when the City Council agreed on an implementation strategy that included funding a series of Capital projects and expanding budget for operations and maintenance (\$1.8M in projects, and \$89K for annual O&M).

The Council, based on continued public input during the 2008 budget process agreed to put a Bond on the pending November ballot to measure the public's commitment to walkability. Subsequently the public passed a \$15 Million bond (at which time, Council provided direction to return the FY 2007 funded capital money to the general CIP pool). Council then created a citizens advisory committee to make recommendations on how the bond monies should be spent. The Walking and Biking Liaison Committee (WALC) was formed late last fall and met weekly from mid-December through mid-April.

The scope of WALC's duties, as assigned by Council was limited to capital project recommendations, and was also limited to recommendations on issues identified in the Landmark Study (WALC Resolution – Exhibit A). Throughout their four months of deliberations WALC asked Staff to present background information on several policy related items that might shape or otherwise influence their project recommendations. WALC has asked Staff to compile these policy related issues into a statement, in hopes of providing a perspective of their decision making process, and as a basis for their final project recommendations (Exhibit B).

Analysis

I. General Background

Project Timing

The Landmark Study included over 100 project recommendations, prioritized in order by an agreed upon scoring system. WALC agreed to review the projects in order of Landmark's scoring system. WALC was asked to finalize recommendations for the 2009 budget, on March 28th, in order to incorporate their recommendations into the 2009 budget document. Staff needed time to estimate O&M Costs, balance other city projects and priorities that would affect the implementation timeline, and to provide other technical or project recommendations beyond the scope of WALC's duties. Although WALC was unable to complete their review of the entire Landmark Study by the above date, they felt it critical to analyze and make recommendations on the entire Landmark Study, so that their recommendations on spending were comprehensive, relevant, and consistent across the entire study.

To that end, WALC's recommendations are split into 2 sections, those for the 2008-2010 timeframe, and those considered as placeholders in the 5 year CIP budget. O&M costs for these 5 year projects will not be considered until the 2010 Budget. Many of these 5 year projects are highly complex and will need 3-5 years or longer to plan and implement (such as many of the projects on UDOT roads). Other project recommendations are less complex and more intuitive ("simple and easy fixes"), and simply weren't reviewed in time for consideration in the 2008 budget document. Some of these will likely be re-prioritized to be implemented sooner than 2011 (such as fixing the gaps in the Park Ave. sidewalk, which is scheduled to be completed this construction season).

Included in the 5 year CIP recommendations are a series of placeholders to supplement the "Spine" concept. Fruition of the Spine concept is WALC's highest priority and is addressed in detail in WALC's mission statement (Exhibit A).

Final Project Costs

WALC understands the cost estimates generated by the Landmark Study were based on input from professional land use planners, traffic engineers, and civil engineers. In the event of a scenario where a final project cost is substantially different than what their recommendations were based, WALC voted to allow Council, through the public construction contract process, to revise project scopes and capital costs as necessary without further involving WALC. – However to retain the overall prioritization recommendations. Council by resolution retains the ability to reform WALC as necessary for up to 3 regular meetings on subsequent studies or budget matters.

WALC Priorities

It is important to remember that the project list is prioritized by order of importance. For example, even though a multi-purpose pathway along Park Avenue between Kearns

and Deer Valley Dr. isn't recommended to be funded until after 2010, it is listed as project #1, and therefore WALC's highest priority.

Bond Issuance

With General Obligation Bond proceeds as the funding source for the projects, the projects are not anticipated to have an impact on discretionary capital funding sources (such as General Fund surplus). Debt service on the bonds will be paid with property tax collected for the sole purpose of paying off GO Bonds.

While a subset of the CIP Committee did review and approve the recommendation of the WALC committee, the City Manager's recommended budget does not currently include an appropriation. Once Council has had an opportunity to review the WALC recommendation and give direction on the scope and timing of projects, staff will develop a bonding strategy to include in the final budget. It is likely that the \$15 million of approved GO Bonds will be issued in multiple phases over the next five years, depending on the timing of projects, to avoid arbitrage expenses. Arbitrage is the purchase of securities on one market for immediate resale on another market in order to profit from a price discrepancy.

II. Basic Annual Operations and Maintenance

Basic annual O&M level of service (LOS) includes concrete/asphalt replacement, sweeping, garbage cans, garbage pick up, landscape maintenance, graffiti removal, lighting replacement/ maintenance, etc. During the budget hearings last year, Council approved \$89,000 in annual O&M for existing infrastructure, and looked favorably upon providing the same basic LOS for new walkable projects as they come online.

Current basic O&M estimate for all of the 2008-2010 recommended projects is \$95,475 annually; which would be consistent with the current LOS provided on other streets and sidewalks. Should Council direct staff to provide a higher LOS, it would cost \$157,686 annually. The higher LOS would allow for faster replacement schedules, patching, sweeping, garbage removal, additional paint applications, sign maintenance and lighting upkeep. These cost estimates were based on industry standards, and are generated and implemented by Public Works.

It is important to remember these numbers are estimates only, and can by their nature be conservative. They are included in this report as information only; and are intended to help inform the selection of capital projects. A final O&M cost will not be recommended for inclusion in the budget, until a specific construction project is designed and engineered. The costs will not be included in the budget until the fiscal year of the project completion. Council will be able to provide specific input on a project by project basis as the RFP's and construction contracts are awarded.

III. Traffic Calming Recommendations

The Landmark Study identified 6 levels of service. Identified in the highest levels were a series of traffic calming improvement placeholders. Specific traffic calming measures

(speed humps, bulb outs, etc) were not identified by the study because Landmark was uncomfortable making exact recommendations without detailed studies by a traffic engineer.

The WALC recommendations (project #'s 12, 15, 16, and four additional projects in Park Meadows) include funding placeholders for a number of these traffic calming measures. Both WALC and staff acknowledge it would be irresponsible to make specific traffic calming recommendations without formal design and engineering from a traffic engineer or other professional. To allow formal engineering, study, and a public input/ neighborhood input process, all traffic calming projects are scheduled for 2010.

IV. Project Recommendations

a. WALC Recommendations Matrix – Plan to Implement

Exhibit Z identifies the working matrix of WALC's project recommendations. It is the implementation plan on which this discussion is based and includes: project descriptions, capital cost estimates, implementation schedule, O&M costs, etc. Council will ultimately see each of these projects again through the RFP process and award of construction contracts; however staff seeks specific direction/ agreement that this document represents how the Walkability bond should be spent.

In limited cases staff is using this opportunity to recommend infrastructure not considered in the Landmark Study (i.e. project #6 – storm drains on Little Kate). Identified in gray shades are additional project recommendations that were made by staff concurrently with WALC process. There are also limited cases where staff wanted to prioritize projects in the 2009 budget even though it was likely that WALC would have made the similar recommendation, but were stuck putting a project in the 5 year CIP due to 2009 budgetary time constraints. (i.e. #24 connect the McCloud Creek trail to County trail on east side of SR 224 across from Barn).

b. Project Highlights

WALC's recommendations consist of approximately \$13.5 million in total project recommendations; \$6.8 million in projects to be installed over the next 3 years, and an additional \$5.7 million in placeholders for projects to be placed in the 5 year CIP budget.

A summary of the recommended spending is below:

WALC Recommended Projects (2008 - 2010)		6,811,200
Additional Staff Recommended Projects		416,000
TOTAL Recommended projects (2008-2010)		7,227,200
remaining bond funds (after 2009 budget recommendations)		7,772,800
5 year CIP recommendations		5,713,680
Total remaining bond funds		1,513,520

The “Spine System” continued to be the highest priority of WALC. This is identified in WALC’s mission statement (Exhibit A). The importance of the Spine is also restated by the Landmark Study and specifically identified by the draft Walkability addendum to the TMP (Exhibit C). The recommendations include approximately \$4.8 million in Spine and Spine related projects.

In addition to the Spine, other major project recommendations include tunnels under Bonanza Drive (Project # 3 - \$1.15 million, included in 2009 Bonanza reconstruction) and Kearns Boulevard (Project #7 - \$3.05 million); new sidewalks along Little Kate and Lucky John (Project #6 \$673k);, narrowing Comstock, adding a new sidewalk, removing parking on the east side of the street and other related traffic calming improvements (Project #15 \$940k).

Project #	Recommended Project Alternative	capital cost	Recc. Date
1	From the intersection of SR-224 and SR-248, this 8' separated multi-use path would proceed south along SR-224 on west side of road. (In front of the Park Ave. condos and Cole Sport) It would conclude at the intersection of SR-224 and Silver King Dr./Park Ave.	4,000,000	5 year CIP
	Install class III bike lane along Park Ave. from Deer Valley Dr. to Heber Ave.	11,000	5 year CIP
	Install curb cut & sign on SR-224 approximately 200 feet north of the SR-224 & SR-248 intersection (across from Squatters) to connect striped shoulder to existing sidewalk. (Striped shoulder on SR-224 south bound travel lane disappears at this location)	3,000	5 year CIP
2	From the intersection of SR-224 and Silver King/Park Ave., this 8' separated multi-use pathway on north side of road from Jan's to the Poison Creek trail located adjacent to Frontier bank. Install a crosswalk at the Short Line Dr. crossing.	101,000	5 year CIP
	Install Class 2 Bike lane	16,000	5 year CIP
3	Underpass below Bonanza Dr. connecting the Poison Creek Trail (west side of Bonanza) to just south of the Rail Trail (east side of Bonanza)	1,150,000	2009
4	Install bike lanes on Bonanza Dr.	0	2009
5	Pedestrian activated stoplight for crossing SR 248 @ LDS Seminary and High School (includes striping, see next row)	75,000	2008
	Install thermoplastic inlay crosswalk.	4,000	2008

6	Install 5-6' back of curb, sidewalk along the north side of Little Kate Dr. from Holiday Ranch Loop to Lucky John Dr. Additionally, install a 5-6' sidewalk along the east side of Lucky John from Little Kate to the School Drop-off area.		2009
	1.Re-stripe to narrow travel lanes and widen shoulders. 2. Install class 3 bike lane signs (see key)		2009
	Little Kate sidewalk (HRL to Lucky John)	305,000	2009
	Lucky John sidewalk (LK to school drop)	53,000	2009
	Landscape mitigation along proposed sidewalks	50,000	2009
	Realign Little Kate & Monitor intersection	172,000	2009
	Crosswalks		2009
	Realign Little Kate & Lucky John intersection	93,000	2009
	Crosswalks		2009
	Install storm drains along the entire length of Little Kate to address drainage issues	250,000	2009
7	Underpass at SR-248 school area, exact location is yet to be determined	3,050,000	2009
	Environmental engineering to funnel peds to underpass	72,000	5 year CIP
8	No project recommendation has been made for the area. The Committee has made reference to the future installation of a traffic signal (and crosswalk) at Homestake Dr. and Kearns Blvd.		
9	Way finding signage to direct riders to correct crossing points. These signs will be placed along the Poison Creek trail, specifically at the Lower Main St. spur, the Marriot Plaza, the Heber Ave. crossing, and Mellow Mountain Dr.	900	2008
10	Realign sidewalk along Lucky John, in front of the LDS church fix the gap & improve connectivity to existing trail.	78,000	2008
11	Bridge across Poison Creek from Rail Trail to Iron Horse Condo area. Exact location TBD	85,000	2010
12	Traffic calming physical improvements along Monitor Dr. between Kearns Blvd. and Lucky John Dr.	67,000	2009
	Restriping of travel lanes (narrow travel lanes, expand shoulders to allow bike travel)	7,800	2008
	Class III bike lane	1,000	2008
13	Thermoplastic inlay crosswalks (6) legs. SR-224 (2 lane road equals 4 legs) and Holiday Ranch Loop (1 leg) and Payday Dr. (1 leg)	24,000	2008
	Install countdown timers.	10,000	2009
	Restriping of crosswalks.	5,000	

14	Way finding signage and restriping of connection through school zone, from Lucky John Dr. to SR-248	2,500	2008
15	Recrown & narrow Comstock roadway, build sidewalk on east side within existing pavement prism. Remove parking on east side of street. Do not remove landscaping.	540,000	2010
	Traffic calming along Comstock - (6) Bulb-outs (Little Bessie, Ina intersections)	400,000	2010
	Traffic Calming crosswalks along Comstock (little bessie, Ina, across sidewinder), stop signs (2), other measures		2010
	Traffic Calming along Comstock- stop signs on Comstock at Ina & Little Bessie		2010
16	Prospector neighborhood	400,000	2010
	Sidewalk on south side of Sidewinder from Comstock to Gold Dust lane		2009
	Narrow mouth of Wyatt Earp and SR-248 intersection		5 year CIP
	Taper & square intersection of Wyatt Earp and Sidewinder,		2010
	Stripe shoulders & narrow travel lanes on Sidewinder from Wyatt Earp to Comstock		2008
	Crosswalk at Sidewinder and Wyatt Earp		2008
	3-way stop sign at Gold Dust lane and Sidewinder		2008
17	Widen approximately 300 feet of Monitor Dr. roadway (near Kearns Blvd. Specifically the right-turn lane of the south bound travel lane) to accommodate cyclists.	100,000	2008
18	Make crossing of SR-224 near Albertson's safer	25,000	2009
19	Fix gap in sidewalk on east side of Park Ave. just south of the City Park entrance.	34,000	2008
20	Install (2) thermoplastic inlay crosswalks on Marsac Ave. One at the roundabout from Deer Valley Dr. to the transit center and the second at the Shorty's stairs crossing.	8,000	2009
	Way finding to direct pedestrians to the crosswalks stated above.		2009
21	Install way finding along Poison Creek Trail to direct Main St. and Deer Valley destined pedestrians to suggested routes. These signs will be placed at the Lower Main St. spur, Marriot Plaza, and the Transit Center.	4,000	2008
22	Install Class II bike lane on Lucky John from Monitor to Lake View Court.	0	2008

23	Install 8' multi purpose asphalt surface trail along the driveway to the McPolin barn, located on the west side of SR-224. The pavement will extend from the tunnel under SR-224, to existing pavement of Farm trail.	50,000	2009
24	Install 8' multi-purpose asphalt surface trail over the existing McLeod Creek trail, located along the east side of SR-224. This paved surface will extend from the Barn Trailhead north to county line.	100,000	2009
25	Thermoplastic inlay crosswalks on all (4) legs of Main St. and Heber Ave. intersection.	16,000	2008
26	Widen the existing Poison Creek & Kearns Blvd. paths to accommodate more traffic and improve safety. Poison Creek from Lower Main St. Spur. Kearns Blvd. trails north and south from Bonanza Dr. to the School area.	555,280	5 year CIP
27	Install 4 way stop at Monitor and Little Kate intersection, if Racquet Club remodel proposes consideration intersection	0	5 year CIP
28	Stripe and sign a Class II bike lane along SR-248 from Park Ave. to US 40	40,200	5 year CIP
29	Olympic Plaza, install 30 feet of sidewalk to connect to existing Snow creek sidewalk. Provide 1 ADA curb cut and way finding at exist of McLeod Creek trail to aid in pedestrian efficiency in the area.	13,000	5 year CIP
30	Install 3 thermoplastic inlays crosswalks on Swede Alley. 1. Flagpole lot 2. Transit Center 3. China Bridge	12,000	5 year CIP
31	Holiday Ranch Loop, from SR-224 to Little Kate Dr. - Narrow Roadway, Install 8' multiuse path back of curb, implement traffic calming measures.	922,000	5 year CIP
32	Provide a new multi-use trail to connect the NAC bike path and the Rail Trail, along the Gun Club Rd.	0	5 year CIP
33	Stripe and sign a class II bike lane in Park Meadows, from Lakeview Ct. to SR-224 along Meadows Dr.	40,200	5 year CIP
34	Traffic Calming Measures along Lucky John, from Little Kate to American Saddler	214,00	5 year CIP
35	Traffic Calming Measures along American Saddler Dr., from Lucky John to Meadows Dr.		5 year CIP
36	Traffic Calming Measures, from Meadows Dr., from American Saddler to SR-224		5 year CIP

The full WALC project matrix is summarized by the Exhibit below. Additional specific detail can be found in Exhibit Z. Council may wish to have specific discussion on any or all of the project recommendations. Generally, staff will use this matrix as the Walkability Implementation Plan unless Council specifically directs otherwise. Specific discussion may be warranted on any of the projects, but staff finds additional detail may be helpful to make decisions the following:

c. Specific Project Discussion

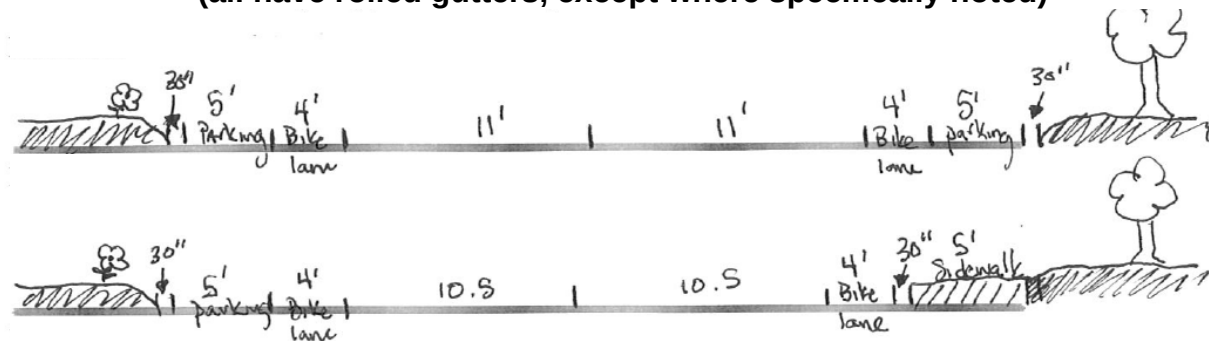
Spine System

The "Spine System" continued to be the highest priority of WALC. This is identified in great detail WALC's mission statement (Exhibit A). The importance of the Spine is also restated by the Landmark Study and specifically identified by the draft Walkability addendum to the TMP (Exhibit C). The recommendations include approximately \$4.8 million in total projects, and are designated by the following project #s1, 2, 17, 18, 19, 26, 28, and 29).

Project #15 – Comstock Sidewalk

Project Description (Exhibit D) – The project scope includes: a re-crown and narrowing of the existing roadway; installation of a sidewalk on the east side of street within the existing pavement prism. This will necessitate the removal of parking on the east side of the road, in order to not remove existing landscaping. A rolled gutter will be kept, as will the existing bike lanes. Additionally, the project recommendations include a series of traffic calming recommendations. A traffic engineering study will be conducted to look at options such as: bulb-outs, cross walks, and stop signs at Little Bessie and Ina.

Existing condition (all have rolled gutters, except where specifically noted)



WALC Recommendation

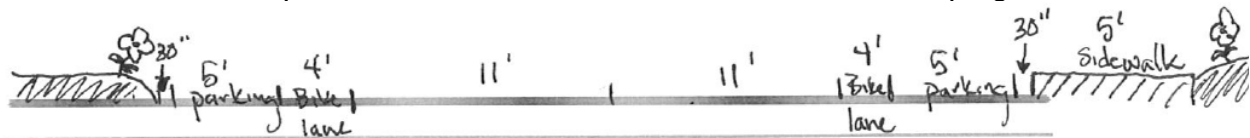
There are two reasons for implementing this project in 2010. First, to allow completion of the Bonanza reconstruction in 2009, and second, to allow time for a formal traffic engineer to make recommendation on the traffic calming measures, as well as, allow for the neighborhood public process.

Cost –

Sidewalk (\$540,000); traffic calming placeholder (\$400,000). WALC recommends such a high dollar value for traffic calming because Comstock is seen as the major neighborhood collector road. The high volume of school bound bikes and a pedestrian, coupled with the increasing automobile traffic is the basis for the SR-248 tunnel recommendation.

Alternative Project

Maintain roadway width install sidewalk at back of existing gutter (\$1.87million) – Pros: less construction impact than Re-crown. Cons: removal of landscaping.



Project #16 – Prospector Neighborhood

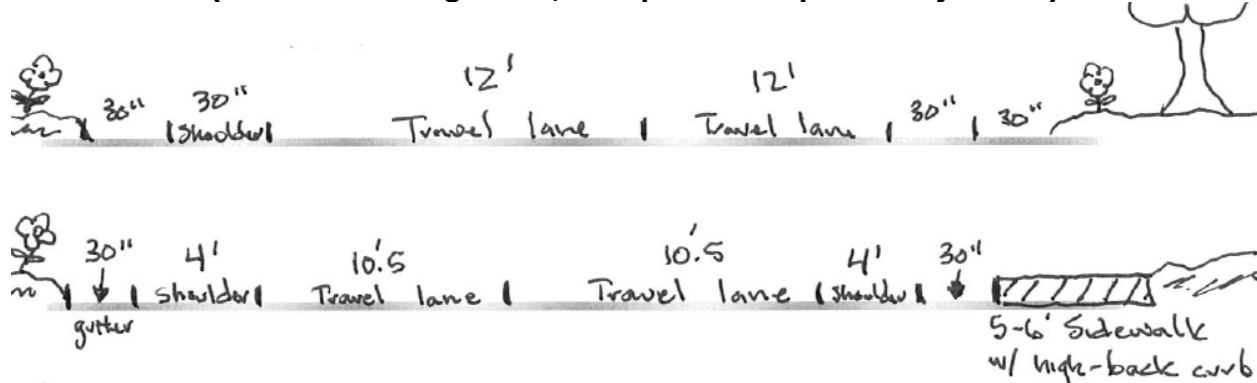
Project Description – This project was ranked highly by the original Landmark Study (Tier 2). However, due to excessive costs for specific project alternatives, the project alternatives approved during last years budget allowed only for \$2,500 for neighborhood striping with an understanding that additional study and funding could be conducted through the Neighborhood Traffic Management Program (NTMP).

Higher levels of service in the Landmark study identified a general traffic calming placeholder. Similar to WALC recommendations on Comstock, the group strongly supported measures to address general traffic and speeding throughout the entire neighborhood. WALC's specific recommendations include: a sidewalk on the south side of Sidewinder connecting Comstock Drive to Gold Dust Lane; and the following traffic calming recommendations: narrowing of the mouth of Wyatt Earp at SR 248; a tapering and squaring of the intersection of Wyatt Earp and Sidewinder; narrow travel lanes and stripe shoulders (bikes) on Sidewinder from Wyatt Earp to Comstock; installation of a sidewalk at Sidewinder and Wyatt Earp; and installation of a stop sign at Gold Dust and Sidewinder.

Project # 6 – Little Kate & Lucky John Sidewalk(Exhibit E)

Project Description - Sidewalk on Little Kate (north side) & Lucky John (east side) from Holiday Ranch Loop Road to the back of the school campus on Lucky John. The sidewalk will be located along back of existing gutter; within City's right-of-way, which would result in removal, in some cases of private landscaping. Project recommendations specifically include an additional \$50,000 to help mitigate any impacts of the construction, as well as improve the project's compatibility with the existing environment of the neighborhood. This project is recommended for installation in summer of 2009.

Existing condition
(all have rolled gutters, except where specifically noted)



WALC Recommendation

Included in WALC's recommendations, is the reconstruction of the intersections found along these sidewalks. (Lucky John/ Little Kate (\$93k) and Little Kate/Monitor (\$172k)) These measures hope to make them more biking and walking friendly. The public input received last year, indicated all stakeholders agreed safety at the 3-way (eastern) intersection of Lucky John and Little Kate was of paramount concern. Staff encouraged WALC to apply the same theory to the Monitor/ Little Kate intersection. The Committee concurred.

Cost –

Sidewalk (\$358k); construction mitigation (\$50k); intersection reconstructions (\$265k) + additional staff recommendation on new storm drains (\$250,000) = \$923,000 total.

Previous Discussion & Council Direction

Above and beyond the Landmark Study, which was based on recommendations from land use planners, civil and traffic engineers, supplemental technical information exists that provides sound technical analysis and project alternatives. These include:

1. Parking & Circulation Master Plan for PC High School (Interplan 2006)
2. Park Meadows Intersections and Sidewalk Alternatives (InterPlan July 2007)
3. School-Area Pedestrian Zone Study (InterPlan July 2007)
4. Various staff and professional vehicle speed, pedestrian and bike counts.

During the 2008 budget process, \$350,000 in CIP funding was approved by the Council to build what ultimately became the WALC recommendation. The \$350,000 project budget also included sufficient funds to complete a back of gutter sidewalk along the final piece connecting the Little Kate/Lucky John intersection to the school drop zone. Council however expressed concern about unnecessarily impacting landscaping as well as questioned the impact of the pavement width and asked staff to present additional detail to other project alternatives.

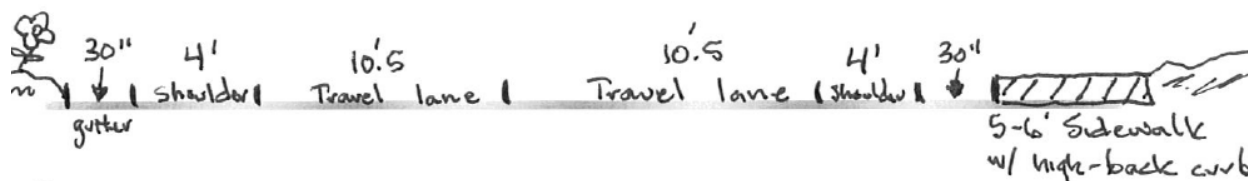
Alternative Projects

A specific engineering study was completed by Interplan to identify alternatives in the Park Meadows Neighborhood. None of the options explored contemplate

condemnation of private property. On August 2, 2007, staff recommended, that an alternative project be considered that doesn't remove landscaping, especially if a bond were to pass. Council voiced general agreement with this recommendation (Exhibit F – meeting minutes).

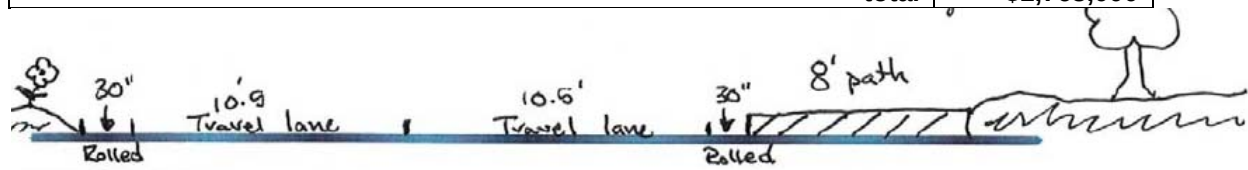
WALC Recommendation

WALC Recc - back of curb , sidewalk within ROW (takes landscaping)	
sidewalk	\$355,000
Intersection of LJ & LK	\$93,000
Intersection of LK & Monitor	\$172,000
contingency to allow max flexibility around landscaping	\$50,000
sub- total	\$670,000
storm drains	\$250,000
total	\$920,000



Alternative Project - Recommended by staff on August 2, 2007

Alternative 1-recrown & narrow roadway w/ back of curb sidewalk within existing pavement prism	
sidewalk	\$1,341,000
Intersection of LJ & LK	\$93,000
Intersection of LK & Monitor	\$172,000
total	\$1,513,000
storm drains	\$250,000
total	\$1,763,000



Right-of-Way (ROW), Existing Conditions and Site Planning

Additional background on right-of-way may be valuable. When a subdivision is platted and built, often times the road is not built to the entire width of the ROW. This generally allows for utilities, road widening projects and sidewalk projects, etc. In most cases lot owners are allowed to encroach into the ROW for access (driveways) and for landscaping. The exact location of the right-of-way is unable to be determined without a formal survey. Additionally the existing pavement prism is inconsistent from one end of

the project to the other. Based on overhead mapping (Exhibit H) and input from the prior City Engineer, staff believes we have approximately 5'-10' of right-of-way on the north side of Little Kate and east side of Lucky John.

It will very difficult to consider site specific design for each lot/property along this entire project without designing the project. Staff encourages Council to base decisions on general goals such as prioritizing between bike lanes or not taking landscaping; rather than site specific considerations. Through the construction RFP and contract, Council will have the ability to consider site specific design.

WALC is recommending use of the City's right of way for a sidewalk, which if built as recommended, will result in the loss, in some cases, of personal landscaping that was placed within the City's right-of-way. In the event Council does choose to use the entire City right-of-way, staff will work with the engineer to carefully balance project goals. Staff believes we can minimize the impact on personal landscaping through careful planning. For example the project scope recommends tapering/narrowing of the intersections. It may be possible to incorporate other narrowing/ bulb-ins in specific locations.

High-back Curb v Rolled Gutter

Discussion on this topic represents the only significant difference in recommendations between staff and WALC. There are two major considerations:

- 1) safety/benefit
- 2) Associated O&M costs.

- Safety

General levels of neighborhood ped/traffic safety were discussed at the August 2, 2007 Council meeting, where staff reported specific technical findings from the traffic engineer Interplan, "Speed studies do not suggest a speeding problem in the neighborhood; nevertheless, a walking and biking network that is perceived as safer is important to the overall transportation structure of the neighborhood." Staff has engaged Interplan again to prepare a technical document identifying the pros and cons of gutter treatment (Exhibit G). The InterPlan report concludes a high-back curb offers greater safety than a rolled gutter for pedestrians. They also reported the existing environment is not considered technically unsafe.

- O&M Costs

The distance of the Little Kate & Lucky John sidewalk is 3,560 linear feet. The replacement costs for the rolled gutter is \$12,816 annually (\$3.60 per foot per year (\$108/foot amortized over 30 years). The replacement cost for the high-back curb is \$25,632 annually (\$7.20 per foot per year -\$216 (sidewalk & curb) per foot amortized over 30 years for sidewalk, amortized for 15-20 years for the high-back gutter – replacement schedule is sooner on the high-back for the following reasons:

- 1) Rolled gutter can last twice as long (snow removal equipment isn't likely to damage rolled gutter)

- 2) Snow plows can straddle the rolled gutter and sidewalk to push snow off street and sidewalk, (depending on the adjacent property)
- 3) A large snow blower can walk down the rolled gutter. With high-back, snow removal equipment needs to pull the snow out of the gutter first. (increasing snow removal costs)
- 4) Residential speed limit is 25 mph.
- 5) Driveway connections would be less costly
- 6) Sidewalk & driveway connections are less complicated
- 7) Transitioning from the sidewalk to the road and back could be problematic for young riders with a high-back.

Because of these, Public Works recommends staying with the rolled gutter.

Project # 32 – Gun Club Road

The Landmark Study identified the connection of the Rail Trail to the SR 248 underpass (across the street from the sports complex) as a Tier 4 project (out of 5). There is a small gap (875') between these two asphalt trails. The only option considered in the Landmark Study was for a multi-use trail connection, which had a cost estimate of \$578,000. WALC recommended the allocation of no funding to this project because they felt costs should be incurred by developers of adjacent projects. Although, this project recommendation was made after initial deadlines for consideration of the FY 2009 budget, **Council may wish to allocate a funding placeholder to provide flexibility as other legislative and planning decisions become clearer.**

V. Enhanced Levels of Service Discussion

a. Snow Removal

WALC stipulates an expectation of snow removal for new projects has been created by the the public's approval of the Walkability Bond. Staff is concerned the current snow removal ordinance does no meet with the expectations of the WALC recommendations. The current sidewalk ordinance states:

14- 4-9. SIDEWALKS TO BE CLEARED

it shall be the duty of every property owner to clear the sidewalks and stairways at the perimeter of his property from accumulation of snow within a period of eight hours from the end of each storm. It shall be unlawful to permit an accumulation of more than eight inches (8") of snow to remain on the sidewalk for more than eight (8) hours at a time.

On October 14, 2004 Council approved the criteria below for establishing city provided snow removal on sidewalks.

Criteria for City Provided Sidewalk and Path Snow Removal

1. Utilize existing equipment and resources
2. Sidewalks and paths must be at least 5 feet wide and free of obstructions
3. Connect to other trails which are receiving service
4. Deadhead time must not be greater than 50% in distance to main connector
5. Path cannot unload or end at an unsafe situation or intersection

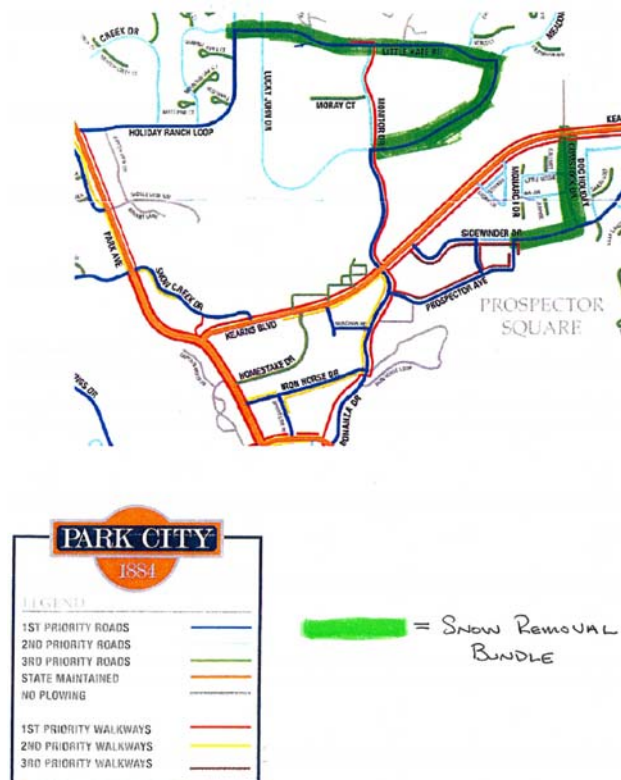
6. Along roadsides which have a speed limit greater than 35 MPH

The current priority walkways are identified by red, yellow, and brown as found in the exhibit on the next page. The first criterion above is to use existing equipment and resources. Staff believes Council should focus their discussion on the first criteria. Existing walkway snow removal resources are maxed out. To add additional capacity new personnel, machinery and materials will all be required (see “Costs” below).

Public Works staff developed the above criteria based on their practice at the time. The WALC is recommending the City provide snow removal services to neighborhood collectors or spine sidewalks. There are sidewalks in other areas of the city receiving no city or property owner snow removal that might be considered as collectors or spine sidewalks.

The following sidewalks would be considered neighborhood collectors and recommended to receive snow removal services by WALC. The sidewalks are: Little Kate & Lucky John; the gap on Lucky John at the LDS Church; Comstock; and the new sidewalk from Gold Dust to Comstock. The last piece would connect new service into the existing service in Prospector Square. Each of these pieces meets at least 4 of the remaining 5 criteria. Therefore, Staff recommends that all new trails or sidewalks meet at least 4 of the 6 criteria before being considered for snow removal.

Exhibit I indicates the entire city snow removal service. The following map represents the proposed sidewalks in the “bundle”, full size exhibit is included in Exhibit I.



Costs

To provide additional capacity at a basic LOS (2nd priority) costs are estimated at **\$67,045** annually. This service provides snow removal service 5 days a week before 8 a.m. To provide additional capacity at a high priority LOS, costs are estimated at **\$94,317** annually. This service will provide snow removal service 7 days a week before 8 a.m. with additional hauling. See the following chart.

	<u>LOS 1 (2nd Priority)</u>	<u>LOS 2 (top priority)</u>
Equipment	120 k initial cost 5 yr replace = \$24,000	120 k , 5 yr replace = \$24,000
Personnel & Supplies*	.5 FTE (5 day/week service within 10 hours) = \$23,500	1.0 FTE (7 day/week service 10/7 coverage) = \$41,000
hauling	6,515 lf @ \$1.50/lf x 2 hauls/ season = \$19,545	6,515 lf @ \$1.50/lf x 3 hauls/ season = \$29,317
total	\$67,045	\$94,317

* 1 FTE equates to 2 bodies splitting a full work week in half for 6 months.

Although costs would not be incurred until completion of projects, staff recommends Council provide direction on snow removal in anticipation of preparing the 2010 budget. It is worth noting that additional projects in the 5 year CIP recommendations will likely trigger additional discussion on the need for snow removal.

WALC continues to be strongly concerned that certain projects will be denied, modified, or excluded simply because of estimated O&M costs, which in some cases they feel are excessive. While WALC recommends a commitment to maintaining and removing snow on recommended projects, they do not want high snow removal costs to determine final approval of any given capital project.

Should Council decide to not provide additional snow removal capacity, staff can return in the future with a discussion and possible change to the ordinance to reflect the service expectation:

b. Thermoplastic Inlays

During early WALC meetings the group began to question if there were additional paint treatments to make intersections and crosswalks more visible. Public Works identified the use of Thermoplastic Inlays (TI) as a widely-used albeit expensive way to provide a more visible and durable alternative to paint. TI is a system of imbedding reflective material into the final asphalt overlay, rather than painting the top of the asphalt.

Crosswalks are typically painted once annually, high traffic crosswalks along state highways are painted twice annually, once in the spring and fall. There needs to be a consistently dry series of days to allow painting. The exhibit below indicates typical wear after a season:

Kearns Blvd. looking north (example of thermoplastic inlay)



Bonanza Dr. looking east (example of painted crosswalk)



Throughout WALC's process they have encouraged and supported the use of Thermoplastic Inlays for busy intersections and crosswalks, while not recommending

they are used for normal paint applications like shoulders or bike lanes. Staff agrees with the recommendations and has a series of recommendations to install TI, based on the following criteria:

TI should only be considered only for high use crosswalks, not bike lanes, shoulders or other paint. (A "high use" crosswalk is established by the NTMP as: a crosswalk is located near a major pedestrian route destination such as a large hotel, resort, park or school; a count of 20 pedestrians per typical hour; OR 60 pedestrians in a typical four hour period). Staff further identifies these as all crosswalks across UDOT roads requiring UDOT approval, as well as all crosswalks found at the entrance of a neighborhood or business district directly off of an arterial road.

Cost

Per the criteria above, in the 2008 – 2010 budget staff recommends use of TI for 4 projects (#'s 5 (SR 248 near schools), 13 (Crossing of SR 224 at Holiday Ranch Loop and Payday), 20 (Marsac Avenue at Shorty's stairs and roundabout), 25 (Main Street & Heber)). The total capital recommendations for TI are \$52,000. For the 5 year CIP there is one additional project #30, for an additional \$12,000.

Staff's recommendations are not based strictly on economics but also LOS and safety. The thermoplastic cost estimates are based on the cost to 'inlay' one lane. Installation of a 25' wide lane is approx. \$4,000 (25' width, 8' wide at a 12" to 12" spacing ratio (12 stripes) with a ladder pattern.) Salt does not seem to effect the plastic but 'chipping' may occur from plows hitting the pavement. Lifespan of the thermoplastic inlay averages from 2 year to 3 years.

O&M LOS 1 would be a 3 year replacement schedule, thus cutting initial costs by 33%. Therefore the total (per leg) annual LOS 1 O/M costs are \$1,333, and the annual replacement costs are \$17,160. LOS 2 would be a 2 year replacement schedule (cutting annual replacement costs by 50%). Total (per leg) annual LOS 2 O/M costs are \$2,000, and annual LOS 2 replacement costs (2008-2010) are \$26,000.

Most of these projects are UDOT related, and it currently remains unclear to what extent these are UDOT's initial or long-term responsibilities. Should Council support use of TI, we will begin a dialogue with UDOT.

c. Lighting

Consistent with WALC suggested policy statement, staff recommends City Council to consider providing lighting only to 'spine related' paths in accordance with the Trails Master Plan and Land Management Code regulations protecting the night sky. At this time no recommendations specifically include lighting.

Significant Impacts

Transportation Staff believes it is important for Council to consider any project that requires use of right-of way within and along the City's primary transportation corridor's (SR-248, SR-224) as placeholders only until these recommended projects can be considered as a component of a comprehensive transportation corridor plan for SR-248 and SR-224. The projects that meet this description are Project #1, 2 & 7.

This level of coordinated and balanced corridor planning will be required to obtain UDOT's approval for any project and will help ensure that the long term needs of all modes (bicycle, pedestrian, transit and auto) have been considered and balanced when limited right of way is allocated to any project.

Staff will present the first phase of an SR-248 corridor plan to Council on June 29th. Staff will then incorporate WALC's recommendations into this corridor planning effort (as part of phase II), and return to Council with a recommended corridor plan for SR-248 in late summer/early fall 2008. Staff plans to complete a similar corridor study during 2009. Given that the projects are scheduled for inclusion in the 5 year CIP only this process should not delay any of the project's implementation.

In Exhibit B and reflected in the staff report are recommendations made by WALC. Traffic Management recommendations should be part of a comprehensive traffic engineering study if the intent is to implement citywide or part of the NTMP on a case by case basis. Maintenance and capital related impacts should be prioritized as part of the city budget process.

Summary Recommendation

Staff recommends the City Council:

- 1) Discuss project recommendations with the WALC Committee.
- 2) Identify the appropriate capital projects to be built with Walkability Bond monies.
- 3) Identify the appropriate supporting levels of service for annual operations and maintenance (O&M) to support these capital projects.

Exhibits

Exhibit 1 – Project Location Map

Exhibit A – WALC Resolution excerpts

Exhibit B – WALC Mission Statement & supporting policy considerations

Exhibit C – draft TMP Walkability update – excerpts on “spine system”

Exhibit D – Comstock Exhibit

Exhibit E – Little Kate Lucky John Exhibit

Exhibit F – 8.2.07 CC minutes

Exhibit G - Interplan technical report on high-back vs. roller gutter

Exhibit H – ROW/approx. property lines at east intersection of Little Kate/ Lucky John

Exhibit I – City wide snow removal service routes

Exhibit Z – WALC project recommendations

Exhibit 1 Project Location map



WALC Projects

- FY 2009 (CY 2008 - 2010 Projects)
- 5 Year CIP Projects
- Park City Limits

5/12/2008
Utility\WALC_Projects3.mxd
1 inch equals 0.46 miles

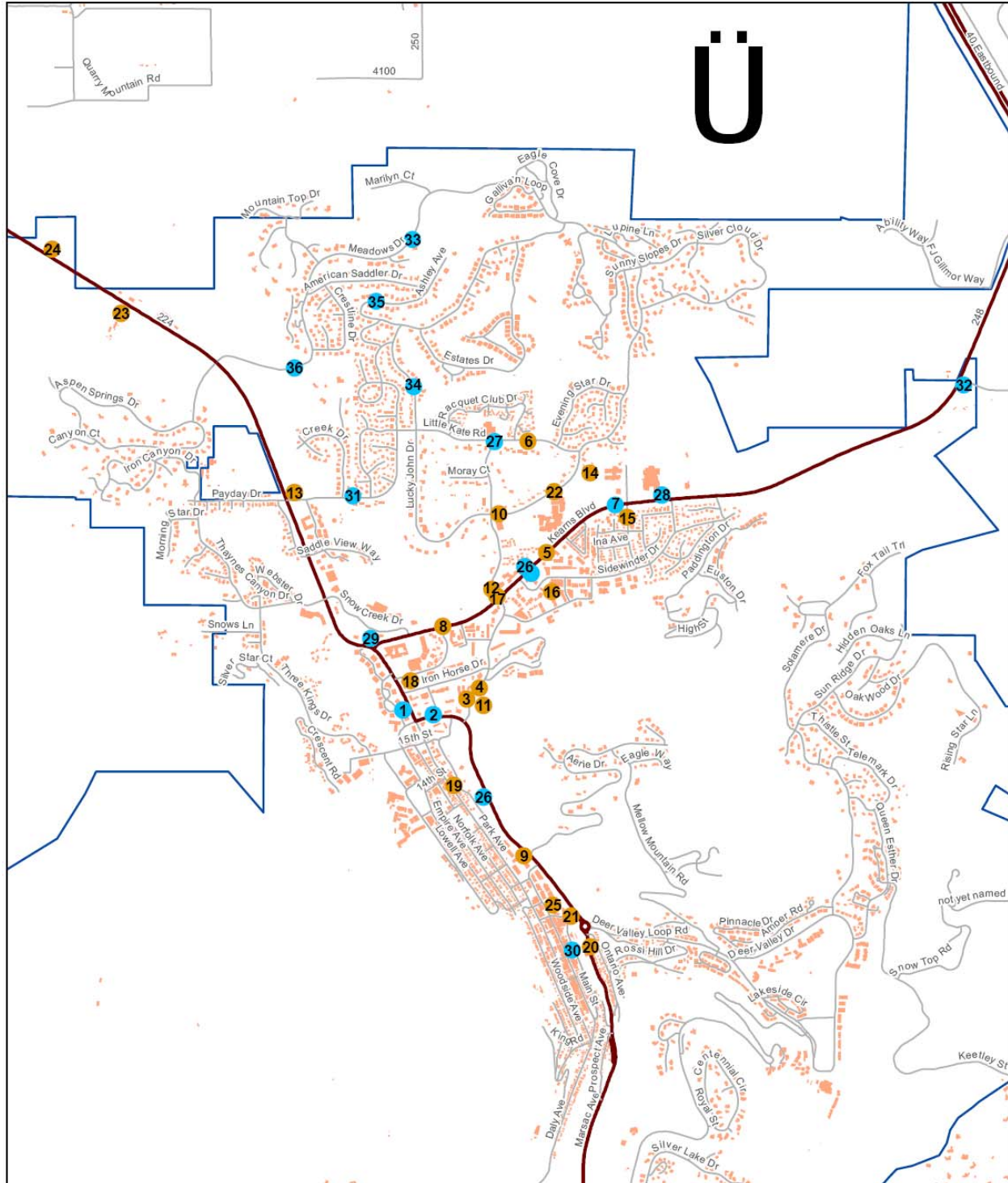


Exhibit A

WALC Duties (excerpt from 12.6.08 resolution)

SECTION 2. DUTIES and RESPONSIBILITIES. The WALC shall provide input and recommendations to City Council which shall include a prioritized list of capital improvements to be funded by The Bond. This prioritized list will be considered for funding during the City's normal budget process and consistent with the City's Policies and Objectives for Capital Improvement Management. WALC's role is purely advisory to the City Council and such recommendations may be accepted or rejected in the sole discretion of the City Council. In the event that Committee recommendations do not include consideration of engineering, feasibility, operational, or other technical information, nothing herein shall precluded staff from making separate recommendations. The following are the primary roles that WALC shall fill:

- (A) Project Prioritization Recommendations. The Committee shall develop a recommended prioritized list of walking and biking capital improvements to be funded by The Bond. Final WALC recommendations shall be considered during the annual Capital Improvement Program Budget prioritization process. The WALC recommendations may also include a thorough list of alternative projects should future decisions/ studies preclude the City from pursuing a previously prioritized project. The Committee may review input from additional City staff regarding issues related to their recommendations.
- (B) Existing Landmark Design Walkability Study and Trails Master Plan Update. WALC's recommendations shall be based on the Landmark Design Walkability Study. The Landmark Study previously identified and ranked issues City-wide, allowing Council to prioritize Walkability projects as approved by the City during the 2007 Budget process. The Study's tiering system identified and ranked issues. These issues shall be the primary basis of project alternatives considered by the Committee. The potential projects considered should encompass those that address the tiered projects as identified by the Study. In conjunction with the City's budget process, WALC may also make recommendations for alternative projects.
- (C) Trails Master Plan. The Trails Master Plan shall be used as a resource and guiding tool to help WALC with prioritization decisions.

SECTION 3. TERM, ALTERNATE MEMBERS, and BYLAWS.

- (A) Term. The Committee shall be formed only upon approval of the Walkability Bond on the November 6, 2007 ballot. The Committee shall dissolve upon approval of the 2008 Budget, but can be reformed as necessary for up to 3 regular meetings as formally authorized by City Council on subsequent studies or budget matters.

Exhibit B

WALC Background to recommendations

The Walking and Biking Liaison Committee (WALC) was appointed by the City Council to make capital project recommendations for walking and biking improvements using the \$15 million Walkability Bond. Council directed WALC to base their recommendations on the recently completed Landmark Walkability Study.

Throughout their four months of deliberations WALC asked Staff to present background information on several policy-related items that might shape or otherwise influence their project recommendations. WALC has asked Staff to compile these policy related issues into a statement, in hopes of providing a perspective of their decision making process, and as a basis for their final project recommendations.

Mission Statement

The Walking and Biking Liaison Committee (WALC) was appointed to study, understand, evaluate and prioritize [project recommendations resulting from] the study by the Landmark Design Team dated March 30, 2007. The study established a clear and detailed list of projects that would improve pedestrian and cyclist safety, connectivity and efficiency in Park City. Discussions focused on the means to maximize the return on investment of the voter approved \$15 million bond, considering the impacts and timing, implementation and Operational & Maintenance (O&M) costs. Particular attention will be given to a 'spine concept' that will dramatically improve the connectivity to the existing trail system and add to the safety of residents and tourists. Whenever possible a 'Complete Streets' approach will be considered. Complete streets are designed and operated to enable safe access for all users. Provided for among other features are sidewalks, bike lanes, wide shoulders and sidewalk bulbous.

Recommendations are to be presented to City Council for inclusion in the 2008 and subsequent years budgeting process.

Spine System

WALC has identified certain central thoroughfares, which connect Park City's neighborhoods, and serve as crucial routes for the majority of pedestrians and cyclists moving around the city. WALC referred to these routes as "spines," and they are graphically shown in yellow on pages 7, 10, and 18 of the "Park City Trails Master Plan Update And Walkable/Bikeable Neighborhood Study" (the "Landmark Study"). The 'central spine' would include all pedestrian/bike facilities and infrastructure located within the following boundaries:

1. Starting and including the intersection of SR-224/SR-248, east along Kearns Blvd. (SR-248) and to include and terminate at the intersection of Bonanza Dr./ Kearns Blvd/Monitor Dr.
2. Starting and including the intersection of SR-224/SR-248, south along Park Ave. (SR-224) to include the intersection of Deer Valley Dr./ Park Ave./ Silver King Dr.
3. Starting and including the intersection of Deer Valley Dr./ Park Ave./ Silver King Dr., continuing east along the north side of Deer Valley Dr. and terminating at the separated multiuse path descending onto the Poison Creek Bike Path.

WALC allocated significant sums of money to various components of this spine system in order to make it interconnected and complete. *Of particular importance to WALC, however, was one specific spine section running along the West side of Park Avenue starting at Kearns Boulevard running South to Deer Valley Drive, then turning East along Deer Valley Drive and ending at the Poison Creek Trail (referred to by WALC as “Dan’s to Jan’s to Poison Creek”).*¹ WALC’s intention is to have a cycling and walking path, which connects the Park City Market shopping complex (formerly Dan’s) to the Poison Creek Trail. WALC viewed this section of the spine system to be a top priority, and allocated over \$4.1 million to the project – the highest dollar amount WALC has allocated to date, second only to the \$3.05 million we allocated for a tunnel under State Road 248 near the schools. To reemphasize the importance of this project, WALC revised its recommendations to the City Council during its March 24, 2008 meeting by moving this project to the top of the prioritized spreadsheet of issues prepared by Staff.

WALC members had many reasons for making this project its top priority. The most obvious was safety. Every committee member understood the dangers of the pedestrian crossing in front of Albertsons: four lane road, high pedestrian traffic, cars moving too fast, inattentive drivers ignoring the flashing yellow light, and so forth. WALC likewise understood that this section of the city is essential to nearly every resident and visitor because it contains the markets and commercial businesses that people use on almost a daily basis. WALC also wanted to make this project a showpiece for people entering the city from State Road 224, sending the message that Park City is devoted to, and invested in, the idea of a pedestrian and cyclist friendly community. There are several other reasons why WALC allocated over \$4.1 million to this project and made it the top priority, all of which are in WALC’s meeting minutes.

We hope the City Council shares WALC’s view of the importance of this project, and follows WALC’s recommendations on the matter. WALC’s hope is to have the City Council initiate the necessary studies immediately, and to complete the project within a three to five year timeframe. Staff informs us that feasibility and engineering studies are the first step, and could potentially begin in 2009 or earlier.

Complete Streets Policy

During our process of evaluating the Land Mark study and determining our recommendations we have realized the importance of making sure we are creating a mechanism to ensure future development occurs in a manner that promotes walkability, bikeability and pedestrian safety. As a result we encourage the City Council to consider updating the General Plan and the Land Management Code to incorporate the tenants of a Complete Streets Program. This way all future development will contemplate and include bikeability, walkability and pedestrian safety and will make the impacts of the Walkability Bond far greater than just a series of improvements to our existing infrastructure.

Operations and Maintenance

Drawing support from the \$15 million financial commitment the public has proscribed for walking and biking infrastructure within the City. The WALC Committee believes it is within the City’s best interest to maintain the existing infrastructure in addition to the recommended future projects. The Committee would like to particularly show support for snow removal of all pertinent projects.

¹ The “Dan’s to Jan’s to Poison Creek” spine section is found in the Landmark Study as two separate issues: (1) Tier II, Issue 3; and (2) Tier III, Issue 2. These two issues are also shown on the prioritized spreadsheet of issues prepared by Staff.

Neighborhood Speed Limits

The WALC Committee would like City Council to consider reducing speed limits within neighborhoods to 20mph.

Lighting Policy on Pedestrians and Biking Paths

The WALC Committee would like City Council to consider providing lighting only to 'spine related' paths in accordance with the Trails Master Plan and Land Management Code regulations protecting the night sky.

Public Relations/Educational Component of Walkability/Bikeability

At the conclusion of reviewing the various projects and compiling our recommendations we realized the need to create an ongoing PR and Advertising campaign for Park City.

Unfortunately there are many distractions on the road today and drivers need to be reminded that pedestrians are allowed to be on the road. In addition, pedestrians and cyclists need to be reminded that they need to share the road with cars. In order to provide on going awareness and education, for all user groups, Park City Municipal Corporation should execute an annual PR/Advertising campaign during certain times of the year. This will ensure that all users of the roads are reminded that they need to share the road with one another.

Exhibit C

TMP Update Draft excerpts - “Spine System”

Walkability/Bikeability Planning Concept

The Park City Walkability/Planning Concept builds upon the well-established walking and biking system currently in place, while supporting enhancements that create a high-quality, interconnected system.

The Planning Concept envisions a “Spine System” that will serve as the primary Walking/Biking route. The “Spine System” is supported by a system of “Interconnected Neighborhood Linkages”. Together, the various sidewalks, trails, pathways and routes which comprise these systems provide a high-quality, interconnected system for walking and biking through the community, and for accessing trails beyond the city limits.

The “Spine System”, is only partially implemented at present. In order to be fully functional, it will ultimately incorporate a system of interconnected sidewalks and trails located along the edges of major thoroughfares (SR-224, SR-248 /Kearns Boulevard and Bonanza Drive).

The “Spine System” will provide good access to schools, shopping and work places, and easy connections with transit. The system also improves or eliminates crossings on busy roads, fixes current gaps and missing connections, will serve a large number of users, and maximizes underutilized existing walking and biking facilities to the greatest degree possible.

As illustrated in Figure 4 *[attached]*, a system of “Interconnected Neighborhood Linkages” connects surrounding neighborhoods and districts with the “Spine System”, helping to create a high-quality, fully-connected walking and biking environment in the city. The range of walking and facilities which compose this system are by nature more diverse than those which make up the “Spine System” encompassing various sidewalks, pathways, trails and routes.

EX. C - Figure 4

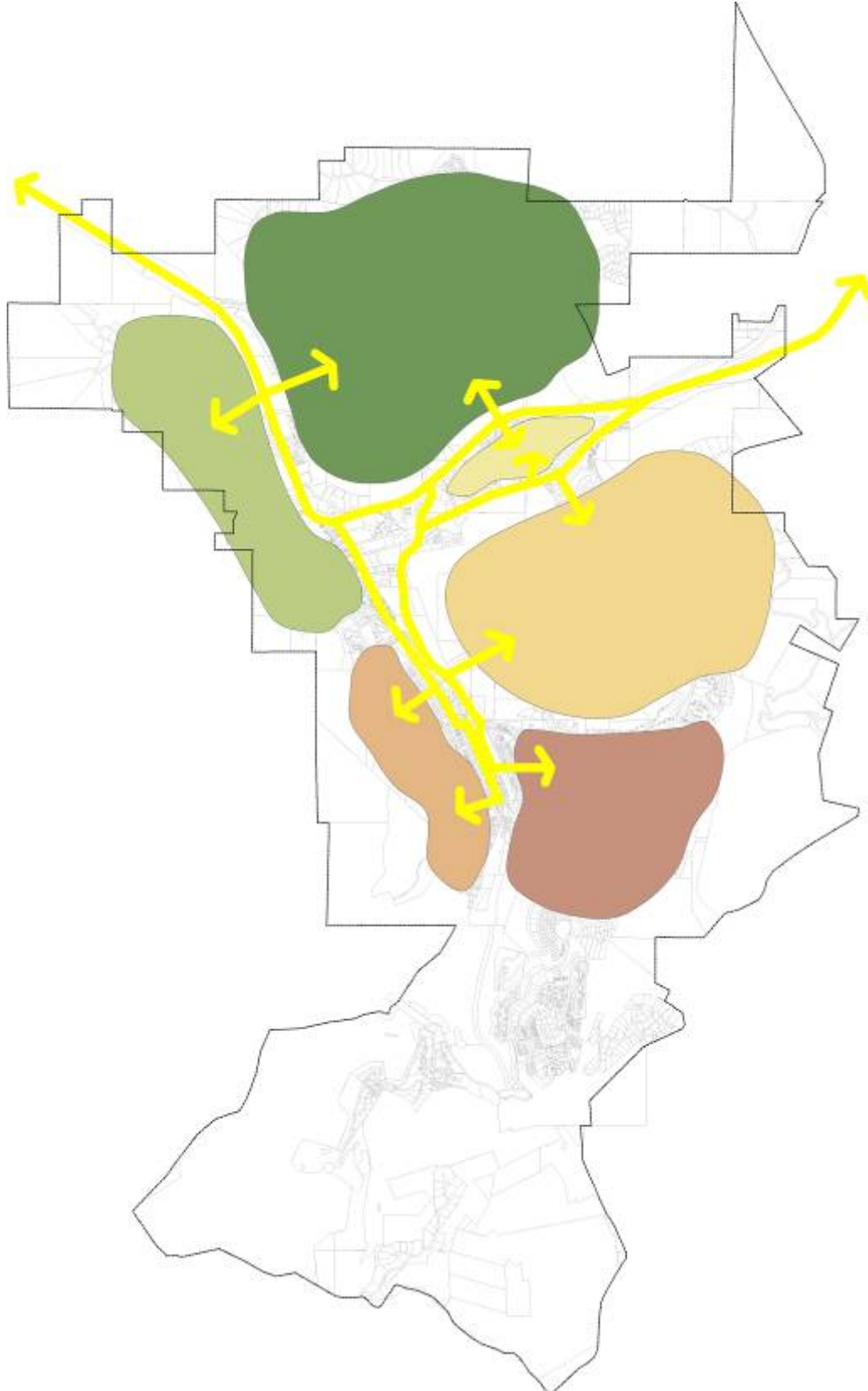


Exhibit D Comstock Options

WALC Project #15
Comstock Sidewalk Project (1,210 linear feet)

Exhibit A



Exhibit B

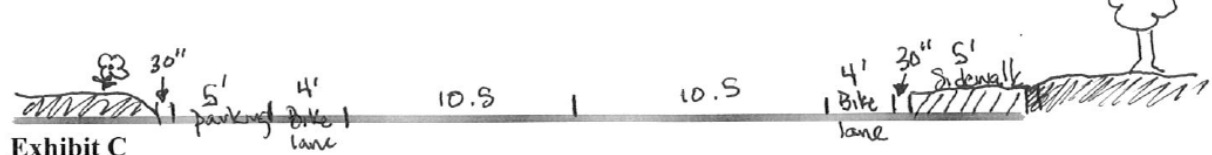


Exhibit C



Exhibit A: Existing/ 'Do nothing'

FACTS:

1. 45' road prism
2. 4' striped bike lanes
3. 11' travel lanes
4. 5' parking on both sides of street
5. Rolled gutters

PROS

1. Existing Infrastructure (Free)

CONS

1. No designated pedestrian facility.

COST: Existing

Exhibit B: WALC Recommendation

FACTS:

1. 40' road prism
2. 10.5' travel lanes
3. 5' sidewalk on east side of street
4. 4' striped/signed bike lanes
5. 5' parking on west side of street

PROS

1. Pedestrian facility
2. Bike lanes
3. Does not effect landscaping

CONS

1. Construction Impact
2. Lose parking on east side of street

COST: \$540,000

Exhibit C: Other feasible option provide in Landmark Study

FACTS:

1. 45' road prism
2. 4' striped/signed bike lane
3. 11' travel lanes
4. 5' sidewalk, back of curb
5. 5' parking on both sides of street

PROS

1. Pedestrian facility
2. Designated bike lanes

CONS

1. Will disrupt landscaping within City's ROW

COST: \$1,870,000

Exhibit E Little Kate/ Lucky John Options

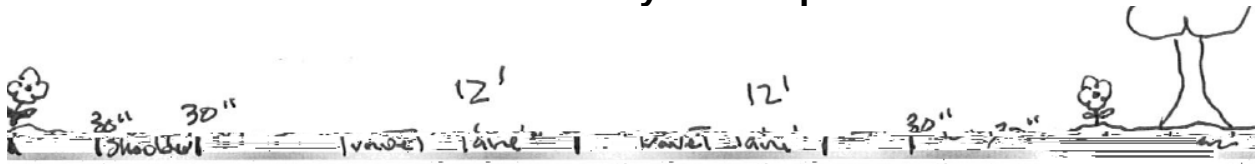


Exhibit A: Existing/ 'Do nothing'

FACTS:

1. 34' road prism
2. 30" striped shoulders
3. 12' travel lanes
4. Rolled gutters

PROS

1. Existing Infrastructure (Free)

CONS

1. No designated pedestrian or bike facility.

COST: Existing

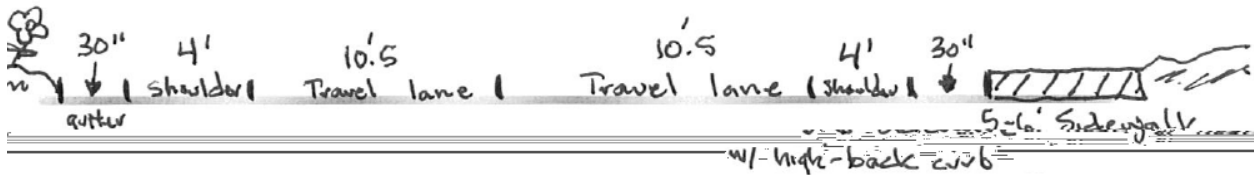


Exhibit B: WALC Recommendation

FACTS:

1. 34' road prism
2. 4' striped shoulder/signed bike lane
3. 10.5' travel lanes
4. 5-6' sidewalk, back of curb
5. High-back curb for sidewalk

PROS

1. Pedestrian facility
2. Signed Class III bike lanes

CONS

1. Will disrupt landscaping within the City's ROW

COST: \$358,000 (Little Kate + Lucky John sidewalks)

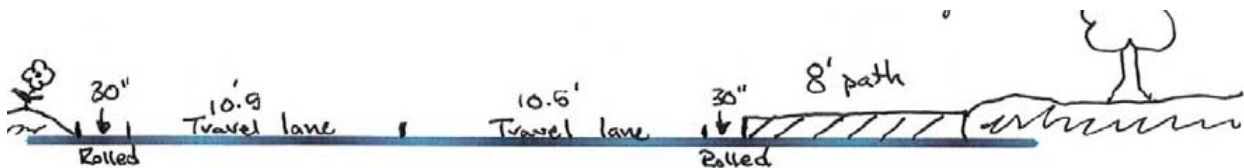


Exhibit C: Other feasible option provide in Landmark Study

FACTS:

1. 26' road prism
2. 10.5' travel lanes
3. 8' multi-use path back of curb

PROS

1. Pedestrian/bike facility
2. Does not effect landscaping

CONS

1. Must recrown road
2. Cost benefit issues

COST: \$1,341,000

Exhibit F – Council Minutes 8.2.07

Jon Weidenhamer explained that a placeholder was established in the budget for the Little Kate/Lucky John project in the amount of \$350,000. This will fund a sidewalk from Holiday Ranch to Lucky John next to the pavement but the plan for the piece from Lucky John to the school drop-off zone intersection was not finalized. He stated that Interplan was contracted to formulate alternatives which are outlined in the meeting packet. There are two sets of recommendations for projects should Council decide to place a bond issue on the November ballot and the existing project list can be expanded if a bond is successful. However, the timing of the bond issue is likely to result in delaying projects until 2009.

~~He stated that the current situation and infrastructure do not meet the standards to warrant a school zone and staff is recommending devices that would mimic a pedestrian-friendly zone, including flashing lights and/or signs. Mr. Weidenhamer emphasized that the Legal Department has not yet analyzed the risks of this plan, whether it is against the law and/or whether installing the devices add liability to the City. Candace Erickson believed that since a school zone is not warranted, the City should proceed with improvements and is interested in hearing a legal opinion. Roger Harlan expressed concerns about potential risks on a number of levels in not following national standards. Joe Kernan and Jim Hier agreed to proceed pending legal advice. Marianne Cone believed that the new design of the drop-off zone will significantly improve congestion and the hard curb is an added safety feature. Its effectiveness can be measured when school starts which should provide helpful in formulating solutions to address any problems in its operation. Gary Hill pointed out that whether or not a bond passes, staff will return in November to seek specific direction on projects. Joe Kernan hoped that the word school could be used on signs in the area.~~

Jon Weidenhamer referred to Option 2, which is a road re-crown with narrow travel lanes and a five foot sidewalk at the back of the curb; it would not affect landscaping. Option 3 is installing a sidewalk within the right-of-way and impacting people's landscaping. Expanding the project would require a budget amendment for more funding. Marianne Cone felt that one problem with landscaping to the street on Lucky John and Little Kate, is impaired line of sight. Sidewalks tend to open areas at intersections. Candace Erickson acknowledged her interest in addressing this area in Park Meadows but never contemplated disturbing residents' landscaping. She prefers narrowing the road. The Mayor agreed but reminded members that concerns in the neighborhood were raised because of speeding. Jim Hier understood the congestion problem but noted that it is difficult to speed unless a motorist is not stopping at the stop signs. He referred to the few people this project will serve, but stated that he prefers the approach of narrowing the street and constructing a sidewalk. Joe Kernan spoke about the benefits of Option 4, including a park strip for snow storage, etc. Roger Harlan agreed with Mr. Hier's comment regarding the low number of people benefiting from the project, and relayed his observation that in the summer, the street is essentially empty. He acknowledged concerns about the safety of children walking to school and that summer patterns are somewhat different, but all taxpayers are being asked to fund it. Marianne Cone believed that once the project is built, more people may use it. Jon Weidenhamer reiterated the features of Option 1 which is staff's recommendation. It will realign the intersection and by way of illustration of the area, Eric DeHaan explained the installation of curb and gutter. Ms. Cone emphasized the importance of including landings or safe places to stand at crosswalks. Joe Kernan requested that raised crosswalks be considered in the November discussion. Candace Erickson pointed out the need to relocate a couple of crosswalks ten or so feet, because as the neighborhood has changed

over the years, the initial locations are no longer functional. Jon Weidenhamer detailed the elements of realigning the intersection at Little Kate and Monitor if a bond issue passes.

~~He referred to Interplan's determination that a three-way stop sign is not warranted and the dangers of perceived safety. The Legal Department advised that it is legal to not follow ETCD warrant standards because Council can make this discretionary decision and the City has governmental immunity from potential liability. Joe Kernan stated that he still supports the three-way stop and Jim Hier agreed that it will force people to slow down and stop at the intersection. Marianne Cone asked if additional traffic devices can be installed there. Candace Erickson believes it is an intuitive crossing and supports the three-way stop sign. Jon Weidenhamer acknowledged discussions on improvements to Monitor Drive which are expensive and not recommended at this time. Marianne Cone suggested installing a hard curb around the blind curve area at the intersection of Monitor where there is a rolled curb. Eric DeHaan responded that it is an option. Mr. Weidenhamer stated that staff will return in November.~~

Exhibit G

InterPlan Technical Report on gutter type



InterPlan Co.

7719 South Main Street
Midvale, Utah 84047
(801) 307-3400 (801) 307-3451 Fax
www.interplanco.com

TECHNICAL MEMORANDUM

To: Jonathan Weidenhamer, Park City Municipal Corporation

From: Andrea Olson, InterPlan

Date: May 9, 2007

Re: Vertical and sloped curbs on Lucky John Drive

This technical memorandum addresses the specifics of vertical curbs (sometimes called “high-back curbs”) and sloping curbs, the advantages and disadvantages of each, and points to consider specifically related to the Park Meadows neighborhood and Lucky John Drive.

Vertical Curbs

Vertical curbs are those with a face that is perpendicular, or nearly so, to the roadway and gutter. The height of the face is generally between six and eight inches and their primary intent is to keep vehicles from leaving the road and entering pedestrian or lawn areas on lowering functioning or residential streets. Vertical curbs are not generally used on higher functioning roads as hitting the curbs at high speeds poses a danger of making vehicles airborne or causing them to flip.

Potential advantages of vertical curbs include:

- They provide better protection for pedestrians and other elements adjacent to the street such as landscaping, street signs, utilities, etc.
- They provide better drainage control.
- They may provide some traffic calming effect by visually narrowing the roadway.
- They provide better control for parked cars in the event of a rolling, unattended vehicle.

The disadvantages of vertical curbs are:

- They are more difficult for vehicles to drive over should the need arise as in the case of emergency vehicles.
- They have higher construction and replacement costs.

Sloping Curbs

Sloping curbs can take many forms, but generally provide for the ability of vehicles to cross over them if necessary. Their slope is shallow and they are lower in profile than vertical curbs.

The advantages of sloping curbs include:

- They are better for bicyclists, especially on narrow roadways where they may need to move from roadway to sidewalk riding within a short distance.
- They are better able to provide flexibility for developers and homebuilders when there is uncertainty in the location of curb-cuts and driveways as curb depressions are not required.
- They can more easily accommodate off-street parking if necessary.
- They are less expensive to construct and replace.

The disadvantages of sloping curbs include:

- They are more easily mounted by moving vehicles
- They do not provide as much control for unattended, rolling vehicles.

Site Specifics

The area in question is on the east side of Lucky John Drive between the school drop-off zone and the intersection with Little Kate Road. It is a low-speed, residential street that also serves three Park City schools. As such, it carries many children on foot and on bicycles to and from school from the Park Meadows neighborhood on a daily basis. Both pedestrian and bicycle traffic should be considered in the City's decision-making process. In addition, there is significant pedestrian and bicycle traffic in the neighborhood apart from the school traffic, and the needs of these users should be taken into consideration as well.

The American Association of State Highway and Transportation Officials (AASHTO) have issued guidance on types of curbs and clear zone requirements for different road types. "For...local streets where curbs are utilized, space for clear zones is generally restricted. A minimum offset distance of 18 inches should be provided beyond the face of the curb..." (AASHTO, *Geometric Design of Highways and Streets*, 2004, page 319). It goes on to say, "In areas of dense pedestrian traffic, the construction of vertical curbing (6 to 9 inches high) aids in protecting the high-volume pedestrian traffic" (AASHTO, *Geometric Design of Highways and Streets*, 2004, page 399).

Given Park City's average annual snowfall, snow removal is of significant concern and should be factored into all streetscape and cross-section decisions. Snow plow blades can cause damage to curbs, enough so that it can shorten the functional lifespan of a curb. Maintenance and replacement costs are important concerns, especially given limited municipal budgets.

Exhibit H
ROW/ property lines



Exhibit I – Existing Snow Removal Routes and Priorities

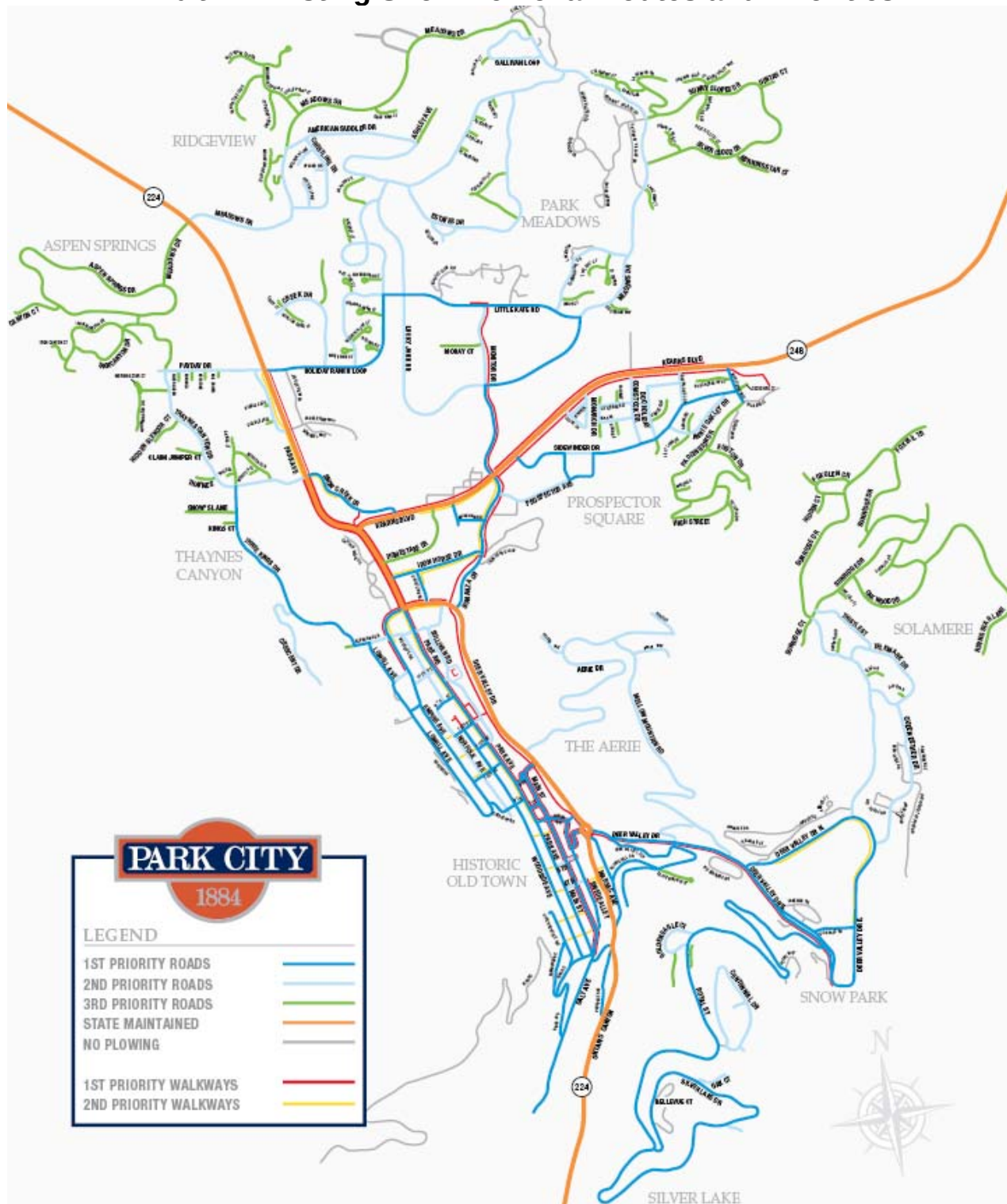
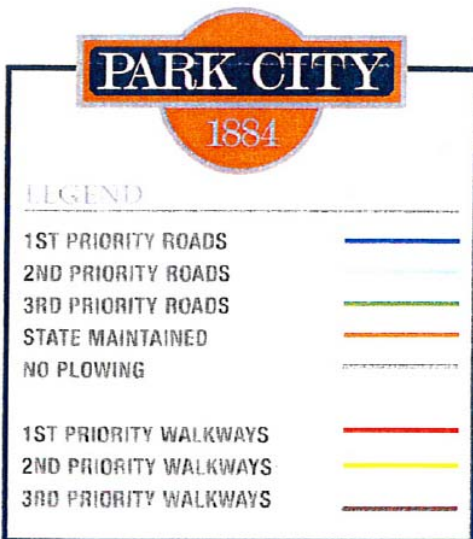
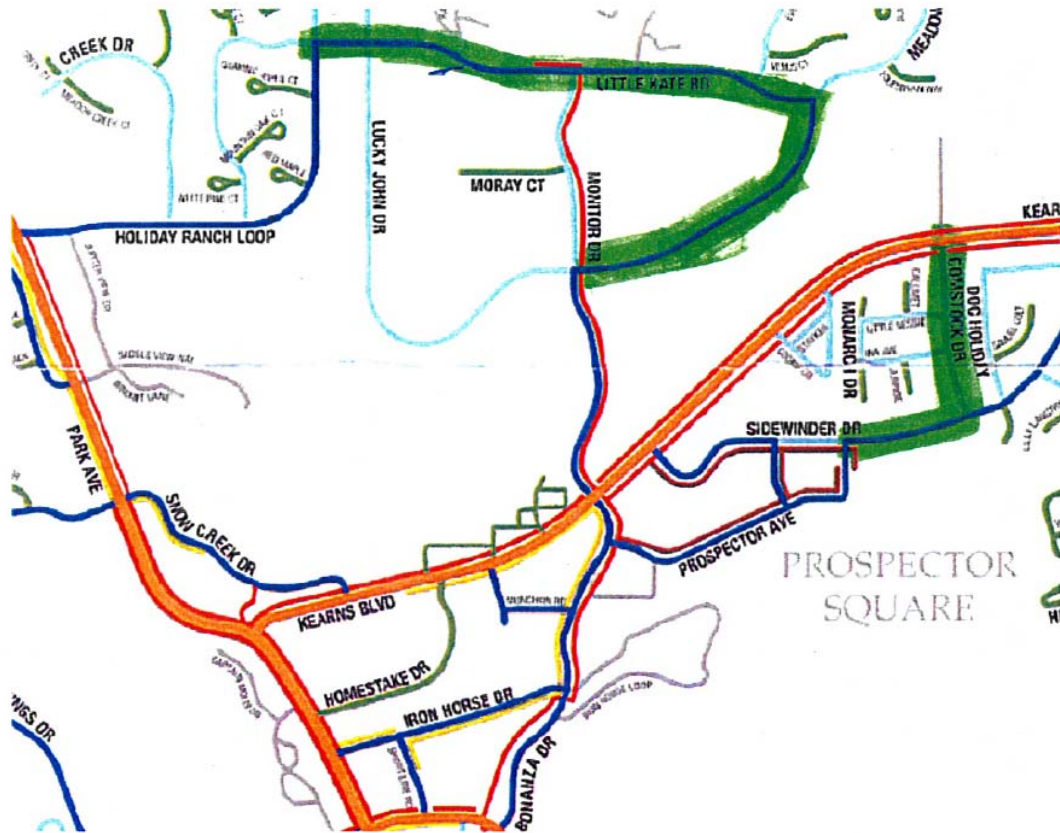


Exhibit I2 Bundle Detail – full size



 = SNOW REMOVAL
BUNDLE

Exhibit Z
Project Recommendations Matrix

Project #	Tier	Landmark Issue #	Location (Project as identified in Landmark Study)	Recommended Project Alternative	Type ¹	capital cost (Bond \$)	O&M Cost Option 1 - normal level of service (2A)	O&M Cost Option 2 - Enhanced (2B)	snow removal ³ bundle ³	2008	2009	2010	3-5 year	Degree of Difficulty ⁴	Comment Pros/Cons/impact on street
1	II	3	Bike facility on Park Ave from Kearns Blvd. to Deer Valley Drive	Install 8' separated multi-use pathway on west side of road	1	0							x	Massive	These first two projects (Tier II, Issue 3 & Tier III, Issue #2) relate to the "Spine" system; identified as "Dan's to Jans to Poison Creek" via Deer Valley Drive. The "Spine Projects" are the highest priority of WALC. <i>Due to the degree of difficulty, the recommended implementation period is 3-5 years; thus no funding is recommended for the 2009 budget, with the exception of requests of alternative funding to begin high level engineering & policy studies with UDOT.</i>
2	III	2	Bike facility on DV Drive - From Park Ave to Deer Valley's Snow Park Lodge*	Install 8' separated multi-use pathway on north side of road from Jan's to the Poison Creek trail located in front of Frontier bank. This includes a crosswalk across Short Line Dr.	1	0							x	Massive	<i>Cost included in Tier II, Issue 3 above. Cost estimate = \$100k, not including any condemnation fees (500lf x 8'width x \$25/lf)</i> <i>*Due to the degree of difficulty, the recommended implementation period is 3-5 years; thus no funding is recommended for the 2009 budget, with the exception of requests of alternative funding to begin high level engineering & policy studies with UDOT.</i> <i>*Due to the existing infrastructure of the Poison Creek Trail, this project focuses only on the section of Deer Valley Dr. from Jan's to Frontier Bank.</i>
3	I	34	Bonanza Crossing	Underpass - from Iron Horse to Rail Trail	1	1,150,000	2,700	5,400			x			High	Staff recommends metal stair treads. O&M costs include lighting, graffiti removal, stair maintenance. Sidewalks are included in project.
4	II	1	Bonanza bike lanes	Install bike lanes	2	0	500	1000			x			High	Included in Bonanza reconstruction project, not funded with bond dollars.
5	I	45	Crossing of SR 248 near schools	Pedestrian activated stoplight for crossing SR 248 @ Seminary (includes striping, see next row)	1	75,000	2700	2700		x				Medium	\$75k = 1/2 the project cost per previous agreement with school. This may not be an exhaustive solution. (UDOT permission 2/14/08) . \$2,700 Stoplight maintenance
				Install thermoplastic inlay crosswalk.	2	4,000	1333	2000		x					UDOT
6	I	12& 108	Little Kate/Lucky John (connect Racquet club to school)	Install sidewalk on north side of Little Kate and east side of Lucky John, within right-of-way, but outside existing pavement prism. The WALC recommendation includes; a high-back curb and gutter, in addition to, the biggest sidewalk possible (approx. 5'-6"). This project will remove existing landscaping. Also includes restriping (see next project). Also includes realignment of intersections. Capital costs are broken down by individual project components.	1				y*		x			High	This option will allow for most applicable "complete street" by providing a striped shoulder (restriped pavement will give perception of narrowed road, while allowing for bike travel) O&M LOS 1 costs for rolled gutter repair, annual painting, sweeping and long term replacement. O&M LOS2 costs double for high-back curb.
				1.Re-stripe to narrow travel lanes and widen shoulders. 2. Install class 3 bike lane signs (see key)	2		Paint Included 6 signs =\$120	\$620			x				Reconstruct striping for bike lanes. Capital costs for striping and signs are included in sidewalk figure (\$623,000) O&M LOS 2 paint twice \$500 + \$120 for signs
				Little Kate sidewalk (HRL to Lucky John)	1	305,000	\$11,376 using rolled gutter	\$22,752 using high-back curb			x			High	3,160 Linear feet of sidewalk (\$305,000)

Project #	Tier	Landmark Issue #	Location (Project as identified in Landmark Study)	Recommended Project Alternative	Type ¹	capital cost (Bond \$)	O&M Cost Option 1 - normal level of service (2A)	O&M Cost Option 2 - Enhanced (2B)	snow removal bundle ³	2008	2009	2010	3-5 year	Degree of Difficulty ⁴	Comment Pros/Cons/impact on street
				Lucky John sidewalk (LK to school drop)	1	53,000	\$1,800 using rolled gutter	\$3,600 using high-back			x			High	500 Linear Feet of sidewalk (\$53,000)
				Landscape mitigation		50,000					x			High	To enhance neighborhood compatibility
				Realign Little Kate & Monitor intersection	1	172,000	More Info needed				x			High	Taper/Narrow and realign so as to provide a more pedestrian friendly intersection. (\$172,000)
				Crosswalks	2		\$200	\$400			x				
				Realign Little Kate & Lucky John intersection	1	93,000	More Info needed				x			High	Taper/Narrow and realign so as to provide a more pedestrian friendly intersection. (\$93,000)
				Crosswalks	2		\$200	\$400			x				
				Use rolled gutter, not high-back curb											Staff recommends use of a rolled gutter - see key for clarity.
				Install storm drains to address drainage impairments	1	250,000	Included				x			High	Staff recommends installation of 4 storm drains between Holiday Ranch Loop & Lucky John. Implementation of the drains will mitigate drainage issues along the corridor. Note: Overall project complexity and construction impact will raise if storm drains are implemented.
															Total Cost for entire Little Kate project: \$923,000
7	I	41	Crossing of SR 248 near schools	Underpass	1	3,050,000	2,700	5,400					X	Extreme	Initial recommendations are to locate near Comstock - WALC understands engineering study is required. This tunnel does not require stairs. Staff recommends incorporating the tunnel into the current strategic transportation corridor plan, thus ensuring that any necessary technical study of the recommendation can be implemented ASAP.
				Environmental engineering to funnel peds to underpass	2	72,000	2,123	2,123					x	High	Hill, moat, shrubs, etc. Will require irrigation
8	I	42&91	Crossing of SR 248 from Dans's to Holiday Village	No project recommendation - see comments											New sidewalk on SR 248 from Holiday Village to Yarrow and future signalized intersection at the Kearns/Homestake intersection (and crosswalk) as identified in the SR248 Corridor Plan will provide a safe crossing.
9	II	40	Connecting Aerie and Poison Creek Trails	Way finding signage to direct riders to correct crossing points	2	900	100	200		x				Low	Signs will tell people to use poison creek trail to Bonanza tunnel to north or access through Sunnyside to south.
10	II	90	Gap in sidewalk/trail in front of LDS church, Lucky John, East of Monitor Dr.	Realign sidewalk to fix gap & improve connectivity to trail.	1	78,000	\$1,512 rolled gutter	\$3,024 high-back curb	y*	x				Low	WALC seeks to find a balance between landscape removal and protection of mature landscaping and recommends a consist application project to project. 420 Linear feet of sidewalk
11	II	20	No access to Rail Trail from Iron Horse Condos	Bridge across Poison Creek. Location TBD	1	85,000	900					x		Med	Project put into 2010 as private landowner may execute service. Final location TBD. \$900 Repair and Maintenance of Wooden Bridge
12	II	109	Monitor Drive	Traffic calming physical improvements	3	67,000	\$4000 not enough info	\$8000 not enough info			x			High	Traffic calming features are anticipated on Monitor between Lucky John and Kearns Blvd. to reduce vehicular speeds along section of blind turn. (\$67,000) See key for further designation of Traffic Calming elements.

Project #	Tier	Landmark Issue #	Location (Project as identified in Landmark Study)	Recommended Project Alternative	Type ¹	capital cost (Bond \$)	O&M Cost Option 1 - normal level of service (2A)	O&M Cost Option 2 - Enhanced (2B)	snow removal bundle ³	2008	2009	2010	3-5 year	Degree of Difficulty ⁴	Comment Pros/Cons/impact on street
				Restriping of travel lanes (narrow travel lanes, expand shoulders to allow bike travel)	2	7,800	Included			x				Low	Restriping (\$7,800)
				Class III bike lane	2	1,000	Included			x				Low	Class III bike lane (\$1,000) See key for clarity on bike lane designations.
13	II	37	Crossing SR-224 at Holiday Ranch Loop and Payday Dr.	Thermoplastic inlay crosswalks (6) legs	2	24,000	7920	12000		x				Medium	All work needs UDOT ok. O&M costs reflect the use of paint. See key for details on thermoplastic inlays
				Install countdown timers.	2	10,000					x				
				Restriping of crosswalks*											*If Thermoplastics are not approved \$5,000 has been earmarked by the WALC Committee. The O&M for LOS 1 repainting is 1333. LOS 2 repainting is 2000.
14	II	14	Trail connection from Park Meadows to Rail Trail	Way finding signage and restriping of connection through school zone	2	2,500	2signs =100 \$400 for painting Total \$500	Stain signs annually paint twice \$1,000		x				Low	Install way finding to major spines at either end of school campus to connect Park Meadows to Rail trail (approx. school drop area and middle school area).
15	II	25	Comstock	Sidewalk: Recrown & narrow roadway, build sidewalk on east side within existing pavement prism. Remove parking on east side of street. Do not remove landscaping.	1	540,000	\$4,356	\$8,712	y*			x		High	WALC recommends all Comstock projects be implemented within the same timeframe, so as to minimize construction impacts and maximize immediate effectiveness. 1,210 linear feet
				Traffic calming - (6) Bulb-outs (Little Bessie, Ina intersections)	3	400,000	6 concrete bulb-outs = \$3,000	6 landscape bulb-outs = \$6,000				x		High	Traffic Calming measures for entire Comstock project.
				Traffic Calming crosswalks (little Bessie, Ina, across sidewinder), stop signs (2), other measures	3		8 crosswalks \$200 each = \$1,600	\$3,200 paint twice annually				x		Med	see above
				Traffic Calming - stop signs on Comstock at Ina & Little Bessie	3		4 signs - \$80					x		Med	see above
16	II	28	Prospector neighborhood			400,000									
				Sidewalk on S. side of Sidewinder from Comstock to Gold Dust	1		\$2,970	\$5,940	y*		x			Medium	825 linear feet of sidewalk. This project will fix a gap in the pedestrian infrastructure between residential and commercial neighborhoods.
				Narrow mouth of Wyatt Earp @ Kearns Blvd.	1		More Info needed						x	High	UDOT will need to be consulted
				Taper & square intersection of Wyatt Earp and Sidewinder,	1		More Info needed					x		Medium	
				Stripe shoulders & narrow travel lanes on Sidewinder from Wyatt Earp to Comstock	2		Included	\$400		x				Low	
				Crosswalk at Sidewinder and Wyatt Earp	3		200	400		x				Low	Staff recommends the use of regular paint for this crosswalk, as it does not meet the criteria of a high use route.
				3-way stop sign at Gold Dust and Sidewinder	3		2 signs @ 20 each \$40			x				Low	

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17	III	19	Dan's north of cemetery (connect Park Meadows to Snowcreek)	(Southbound travel lane of Monitor Dr.) Expand the existing right-hand turn lane of Monitor Dr./Kearns Blvd. intersection to accommodate cyclists.		100,000	500	1000		x				High/ Utilities	This project originally called for an 8' asphalt path located behind the cemetery. The Committee agrees that using the existing path along Kearns Blvd. is a viable and cost efficient solution to the issue. *This project provides an extension of the existing shoulder on Monitor Dr., which disappears at the right-hand turn lane. Additionally, the shoulder will connect to the existing bike path along the south side of the cemetery.
18	II	92	Albertson's	Make crossing of SR-224 near Albertson's safer	2	25,000	More info needed				x			High/ UDOT approval	Need UDOT OK spine system Potential for a pedestrian activated hawk beacon with a 'red' light indicator rather than a 'yellow' indicator.
19	III	105	Park Ave. just south of City Park	Fix gap in Sidewalk on Park Ave.	1	34,000			existing priority	x				Low	Construction included in Norfolk/ Woodside CIP project.
20	III	33	Marsac Avenue	Install (2) thermoplastic inlay crosswalks on Marsac Ave. At the roundabout from Deer Valley Dr. to the transit center and Shorty's stairs.	2	8,000	2666	4000			x				
				Way finding to direct peds. To crosswalks and safe routes	2		100	200			x			Low	Signage will direct pedestrians to crosswalks and other safe corridors in the area (Sandridge Lots)
21	III	87	Poison Creek/Heber Ave. crossing	Install way finding to direct pedestrians to safer routes.	2	4,000	100	200		x				Low	Signage will direct people coming up Poison Creek (wishing to go to Main St.) through the Marriot Plaza and (people wishing to go to Deer Valley) through the tunnel and around the roundabout.
22	III	112	Lucky John Dr. from Monitor to the beginning of Meadows Dr.	Install Class II bike lane on Lucky John from Monitor to Lake View Court.	2	0	300	600		x				Low	Lanes currently in place, but spotted and needs paint. Subject to annual O/M operations.

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23	IV	17	West side of SR-224. Paved connection from underpass near barn, to existing pavement of Barn trail.	Install 8' asphalt surface trail.	1	50,000	1260				x			Low	Committee suggested the crossing of the Farm Trail and Meadows Dr. (West side of SR-224) is potentially hazardous. Staff recommends evaluating the safety of the crossing.
24	IV	73	East side of SR-224. Barn Trailhead to county line.	Install 8' asphalt surface trail.	1	100,000	3200				x			Low	This project will connect the Summer/Fall 2008 UDOT enhancement project of an 8' asphalt path from Silver Springs to County Line (partial Basin Recreation participation included) *2286 linear feet
25	IV	75	Main St. and Heber Intersection	Thermoplastic inlay crosswalks on all (4) legs	1	16,000	5,333	8000							
			O&M**	Annual basic O&M sub-total			42,361	61,695							
				Optional Snow Removal Bundle Cost			95,475	157,686							Existing sidewalk personnel & equipment are maxed out. This cost would allow for additional capacity at a desired LOS (1 or 2)
				WALC Recommended Projects (2008 - 2010)		6,811,200									
				Additional Staff Recommended Projects		416,000									
				TOTAL Recommended projects (2008-2010)		7,227,200									
				remaining bond funds (after 2009 budget)		7,772,800									
				**Additional Recommended projects (WALC & Staff) (To be added to 5 year CIP)		5,713,680	** Final recommended projects (3-5 year) are not included in FY 2009 Budget consideration. Staff will return during FY 2010 budget for discussion, including O&M costs. This will allow for preliminary engineering study of difficult projects, as well as, the implementation of the Neighborhood Traffic Process when appropriate.								
				remaining bond funds		1,513,520									

Project #	Tier	Landmark Issue #	Location (Project as identified in Landmark Study)	Recommended Project Alternative	Type ¹	capital cost (Bond \$)	O&M Cost Option 1 - normal level of service (2A)	O&M Cost Option 2 - Enhanced (2B)	snow removal ³ bundle	2008	2009	2010	3-5 year	Degree of Difficulty ⁴	Comment Pros/Cons/impact on street
	Key														
				All Projects are listed in order of priority											
				- Indicates new project											
	gray shaded block			- Shaded block = staff recommendation alternative to WALC											
	1. Type of Project			1 - Traditional Capital 2 - Initial capital outlay, but will require ongoing O&M budget 3 - Traffic Calming											
	2. Basic annual Operations & Maintenance Costs			This intends to provide an approximate range anticipated for the proposed project and is a placeholder until project engineering and design are finalized. Only the CY 2008 project O&M costs are included in this year's budget. This is for personnel and materials for the following: concrete/asphalt replacement, sweeping, garbage cans, garbage pick up, landscape maintenance, graffiti removal, lighting, traffic light maintenance, etc *8' wide asphalt paths- \$1.40 l/f *5' wide sidewalk- \$3.60 l/f											
	(2A) ** O&M Costs-LOS Option 1			Basic Level of Service											
	(2B) ** O&M Costs-LOS Option 2			This would represent a higher level of service including faster replacement, patching , sweeping, garbage removal, 2 paint applications annually, annual stain application to signs.											
	3. Snow Removal Bundle			Should Council consider providing additional Snow Removal Capacity, A "Bundle" or package would be required, which would generate the O&M costs below. This bundle will complete a "spine route" and considers snow removal for the following sidewalks: Little Kate & Lucky John; gap on Lucky John @ Church; Comstock; sidewinder from Gold Dust to Comstock - the last piece would connect the service into Prospector Square. The capital projects were weighed against the following criteria and meet at minimum 4 of the 6 as presented to and accepted by Council on October 14, 2004: 1)Utilize existing equipment & resources; 2) Sidewalks are 5' wide; 3) connect sidewalks currently receiving service; 4) no deadhead time greater than 50%; 5) sidewalk can not terminate into an unsafe situation/ intersection; 6) Along roadsides with speed limit of 35 mph or greater.											
	Snow Removal LOS 1			EQUIPMENT - 1 Machine - \$120,000 - 5 year replacement schedule. (24,000 annually) PERSONNEL - \$23,500 .5-FTE Full-time - 5 day a week before 8am snow removal coverage. HAULING 6,515 linear ft of additional sidewalk @ 1.50 per ft, LOS 1 - two hauls per season - \$19,545 SNOW REMOVAL TOTAL (annual) - \$67,045											
	Snow Removal LOS 2			Equipment - 1 Machine - \$120,000 - 5 year replacement schedule. (24,000 annually) PERSONNEL - \$41,000 1 FTE full-time - 7 day week before 8am snow removal (24/7 coverage) HAULING 6,515 linear ft of additional sidewalk @ 1.50 per ft, LOS 2 - three hauls per season - \$29,317 SNOW REMOVAL TOTAL(annual) - \$94,317											
	4. Degree of Difficulty			Low - minor staff resources or equipment - signs, striping, minor patching Medium - minor sidewalk or small capital project - gap in Park Ave or LDS church High - major or complicated capital project; or one with UDOT maintenance implications - Sidewalk on Lucky John; bridge across poison creek at Iron Horse; crosswalks/timers on SR 224 Extreme - Major capital project with either lack of row or major UDOT or other private property involvement											
	5. Thermoplastic Inlays			The thermoplastic cost estimates are based on the cost to 'inlay' one lane (25ft width, 8ft wide at a 12" to 12" spacing ratio (12 stripes) with a ladder pattern.) Lifespan of the thermoplastic inlay varies from 2 year to 3 years depending on wear. Salt does not seem to effect the plastic but 'chipping' may occur from plows hitting the pavement. A 25' wide lane of this type of inlay is approx. \$4,000. LOS 1 would be a 3 year replacement schedule, (thus cutting annual replacement costs by 33%). LOS 2 would be a 2 year replacement schedule (thus cutting annual replacement costs by 50%) Total level of initial cost: 25' road prism @ \$4,000 Total (per leg) annual LOS 1 O/M costs: \$1,333 Total (per leg) annual LOS 2 O/M costs: \$2,000 *2008-2010 budget Total Capital recommendations for Thermoplastic inlays: \$52,000 *Annual O&M LOS 1 for thermoplastic recommendations (2008-2010): \$17,160 *Annual O&M LOS 2 for thermoplastic recommendations (2008-2010): \$26,000											
	6. Project Timing			The "x" marks the calendar year anticipated for implementation.											
	7. Traffic Calming			Traffic Calming measures discussed by the WALC Committee include but are not limited to the following: Bulb-outs, Pedestrian islands, Driver Feedback signals, Stop signs, Slow signs, Speed humps/dips and Road diets. All projects defined as so, are suspect to adhere to further engineering study and design as well as public input in accordance with the Neighborhood Traffic Management Process.											

Project #	Tier	Landmark Issue #	Location (Project as identified in Landmark Study)	Recommended Project Alternative	Type ¹	capital cost (Bond \$)	O&M Cost Option 1 - normal level of service (2A)	O&M Cost Option 2 - Enhanced (2B)	snow removal bundle ³	2008	2009	2010	3-5 year	Degree of Difficulty ⁴	Comment Pros/Cons/impact on street
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City-wide Level of Service Recommendations	
Cross walks	WALC recommends "ladder" striping at all high volume & dangerous crosswalks. Ladder striping lasts longer than "zebra" striping because of less cross tire wear.
	Staff recommends thermoplastic be considered only for high use crosswalks, not bike lanes, shoulders or other paint. (A "high use" crosswalk is established by the neighborhood traffic policy as: a crosswalk is located near a major pedestrian route destination such as a large hotel, resort, park or school; a count of 20 pedestrians per typical hour; OR 60 pedestrians in a typical four hour period).
	Staff identifies these as all crosswalks across UDOT roads, as well as all crosswalks found at the entrance of a neighborhood or business district directly off of an arterial road.
	Staff recommends use of countdown timers at all signalized intersections along UDOT roads. This recommendation is consistent with MUTCD recommendations.
	Consideration for ALL work on UDOT roads are subject to agreements, standards and approval of UDOT.
Bike Lanes	Class 1 - bike lane physically separated from travel lane
	Class 2 - painted lane (at least 4' in width), shares pavement
	Class 3 - Sign indicating bike route
Rolled Gutter/High-back curb	Staff has identified additional Operations and Maintenance costs for High-Back curbs vs. Rolled gutters: 1. Rolled gutters may last twice as long. (Snow removal equipment is not as likely to damage a rolled gutter) 2. Snow plows are able to straddle a rolled gutter and provide more extensive plowing (depending on adjacent property) 3. A large snow blower has better mobility when used on rolled gutters. High-back curbs propose snow blowing complications (increasing snow removal costs) 4. Rolled gutters (\$3.60 l/ft per year) have a 30 year life span, High-back curbs (\$7.20 l/ft per year) have a 15-20year life span.
	Please see attached document "Exhibit E" of Staff report for an explanation of the safety aspects provided by high-back curbs vs. rolled gutters.

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WALC & Staff Recommendations FY 2010 & beyond - Spine & Tiers 3 - 5

Projects below do not necessarily track identically with priority assignments provided by WALC.

						7,227,200									
1	II	3	Bike facility on Park Ave -From Kearns Blvd. to Deer Valley Drive	Install 8' separated pathway on west side of road	1	4,000,000							x	Massive	These first two projects (Tier II, Issue 3 & Tier III, Issue #2) relate to the "Spine" system ; identified as "Dan's to Jan's" to Poison Creek via Deer Valley Drive
	II	3	Bike facility on Park Ave -across from Squatters	Install curb cut & sign across from squatters to connect shoulder to sidewalk		3,000				x					Interim fix (Curb cut is to allow cyclists to ride from road to sidewalk where shoulder ends.) Long term solution will be addressed by conceptual spine trail on west side of SR-224.
	II	3	Bike facility on Park Ave -From DV Drive south to Heber	Install class 3 bike lane		11,000	300						x		This recommendation addresses an immediate need for bike lanes in the area, however, the Committee asks for future considerations to expand on the cycling and pedestrian interests along Park Ave.
2	III	2	Bike facility on DV Drive - From Park Ave to Deer Valley's Snow Park Lodge* (Jan's to Frontier Bank)	Install 8' separated multi-use pathway on north side of road from Jan's to the Poison Creek trail located in front of Frontier bank. This includes a crosswalk across Short Line Dr.	1	101,000							x	Massive	Cost included in Tier II, Issue 3 above. Cost estimate = \$100k, not including any condemnation fees (500lf x 8'width x \$25/lf) Additional funding may come from the \$4,000,000 earmarked in issue 3 stated above. *Due to the existing infrastructure of the Poison Creek Trail this project focuses only on the section of Deer Valley Dr. from Jan's to Frontier Bank.
	III	2	Bike facility on DV Drive - From Park Ave to Deer Valley's Snow Park Lodge* (From round-about along Deer Valley Dr. North, East and South)	Install Class 2 Bike lane		16,000	900	1800							Both sides of loop. *Due to the existing infrastructure of the Poison Creek Trail this project focuses only on the section of Deer Valley Dr. from the Round-About, along Deer Valley Drive, including Deer Valley Dr. (North, East, and South)
26	NA	na	New widened multi-purpose asphalt spine trails	Poison Creek & Kearns	1	555,280	\$23,320		y*						13,882 linear feet x \$40/lf. Initial Capital cost. *Poison Creek: 5576 linear feet *Kearns Path (south side): 5475 linear feet *Kearns Path (north side): 2831 linear feet *See attachment ??? of Staff report for further details on trail locations
27	IV	57	Monitor/Little Kate (at Racquet Club)	Install 4 way stop if Racquet Club remodel proposes consideration intersection	1	0							x	Low	As part of Tier I project 12 and 108, 172,000 has been allocated to redo this intersection. If part of racquet club reconstruction calls for 4-way intersection, additional bond funding may be considered.
28	IV	4	Kearns Blvd. from Park Ave. to US 40	Stripe and sign a Class II bike lane from Park Ave. to US 40	1	40,200	900	1800					x	High	All projects must meet UDOT approval. The Committee would like consideration of implementing this recommendation through any other City long range planning efforts with UDOT or other appropriate avenues.
29	IV	15	Snow Creek Path near Key Bank and squatters	install 30 feet of sidewalk, 1 ADA curb cut, wayfinding	1	13,000	900	900							ADA curb cut to be placed at the NE intersection of the McCloed Creek path and Snow Creek Dr. so as to provide direct access to the path on the South side of the street.
30	IV	44	Swede Alley at China Bridge	Install Thermoplastic inlays at 3 crosswalks on Swede Alley	1	12,000	4,000						x	Low	Crosswalk at Heber/Swede intersection. Crosswalk at Transit Center crossing of Swede Alley. Crosswalk at China Bridge crossing of Swede Alley (to Café Terigo)

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31	IV	107	Holiday Ranch Loop	Narrow Roadway, 8" multiuse path back of curb, traffic calming measures.	3	922,000			y*				x	High	WALC would prefer examining engineering that would avoid recrowning the road if at all possible, however, if recrowning the road is the only way to accomplish the goals of the recommendation, the committee supports doing so. *3140 linear feet
32	IV	84	Gun Club Road	Provide a new multi-use trail to connect the NAC bike path and the Rail Trail.	1	0	?	?					x	Low	WALC feels that the cost of this project should be incurred by one of the following: City, Developer, County. *875 linear feet.
33	V	81	Park Meadows Loop	Stripe and sign a class II bike lane from Lakeview Ct. to SR-224 along Meadows Dr.	1	40,200	600	1200					x	Low	
34	V	110	Lucky John, Little Kate to American Saddler	Traffic Calming Measures	3	214,00							x		Traffic Calming features recommended include, but are not limited to the following: 20 mph posted speed limit, driver feedback signs and speed dips.
35	V	111	American Saddler Dr., Lucky John to Meadows Dr.	Traffic Calming Measures	3								x		
36	V	113	Meadows Dr., American Saddler to SR-224	Traffic Calming Measures	3								x		
				total placeholders (To be added to the 5 year CIP)		5,713,680									
				remaining bond funds		1,513,520									

City Council Staff Report



Subject: Park City Heights Annexation
Authors: Jim Carter, AICP
Kirsten A. Whetstone, AICP
Date: May 22, 2008
Type of Item: Legislative

PLANNING DEPARTMENT

Summary Recommendation

Staff recommends that the City Council review the Park City Heights annexation request at the regular meeting, conduct a public hearing, and discuss the annexation proposal as outlined in the staff report. No action is requested at this time. Staff recommends that the City Council continue this item to the June 5 City Council meeting for further discussion, public input, and possible action.

The purpose of this meeting is to:

- Continue to review the annexation and zoning request
- Discuss the Community Transition (CT) zone as it relates to the annexation and conceptual master planned development
- Discuss and provide specific input to staff and the applicant regarding affordable housing, transportation, and sustainable development issues
- Conduct a public hearing

Description

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

Background

This staff report is supplemental to the Park City Heights Annexation staff report dated April 24, 2008, and refers to the project history and background materials attached to that report. This report refers to information contained in the attachments (binder of information) to the April 24th staff report, but which are not attached to this report. Please inform staff if you would like another binder of information.

City Council meeting of April 24

On April 24, the annexation proposal, history of the Task Force process, previous agreements, and Planning Commission discussion and recommendation were introduced to the City Council. The applicant gave a presentation of the proposed annexation and conceptual Master Planned Development. Staff indicated that they would present City Council with a more in-depth discussion of significant impacts and issues related to the annexation, including:

- Affordable Housing;

- Transportation, roads, trails, and additional infrastructure needs;
- Environmental (Sustainable development) elements; and
- Proposed density

Approach to the Issues

The annexation area is 286.64 acres. The current Summit County zoning for the property is Developable Lands (DL) at 1 unit per 20 acres, base density; and Sensitive Lands (SL) at 1 unit per 40 acres (*for wetlands and land over 30% slope*). The annexation area is proposed for Community Transition (CT) zoning. Staff recommends that, in order to establish a framework for the Council's review of the proposal, discussion of the Annexation proposal begin with review of the proposed district, including the purposes of the zone and the provisions relating to density, and with the relevant provisions of the General Plan. Said another way, the first question that needs to be answered by Council is whether or not Community Transition (CT) is the appropriate zoning. Answering that question will help inform and narrow all of the subsequent decisions that will need to be made.

The purposes of the CT zone district as described in the LMC include:

- (A) Encourage low Density public, quasi-public, and/or institutional Uses relating to community open space, recreation, sports training and Development, tourism, and community health;
- (B) Encourage low Density Development designed in a manner so as to cluster Uses in the least visually sensitive Areas and maximizes open space;
- (C) Enhance and expand public open space and recreation Uses Compatible with the adjacent public deed-restricted open space;
- (D) Prohibit highway service commercial, regional-commercial, and limit residential land Uses;
- (E) Require Building and Site design solutions that minimize the visual impacts of parking and parking lot lighting from the entry corridor and adjacent neighborhoods and land Uses;
- (F) Preserve and enhance environmentally Sensitive Lands such as wetlands, Steep Slopes, ridgelines, wooded Areas, and Stream Corridors;
- (G) Preserve Park City's scenic entry corridor by providing significant open space and landscape buffers between Development and the highway corridor;
- (H) Encourage transit-oriented Development and Uses;
- (I) Promote significant linkages to the broader community open space and trail network;
- (J) Encourage the Development of high quality public places such as parks, trails, and recreation facilities;
- (K) Encourage Development which preserves the natural setting to the greatest extent possible; and

(L) Minimize curb cuts, driveways, and Access points to the highway.

Conservation Activity is the only allowed use in the CT district, all other uses are conditional. The CT District has a base density of 1 residential unit/20 acres. The District permits density bonuses up to a maximum of 1 unit/acre for residential uses, provided the property is proposed for an MPD, and nine specific development standards are met. For projects that propose permitted uses, the bonus density can be as high as 3 units per acre, based on higher achievement of the nine development standards.

The area of the proposed MPD is 239.56 acres in size, which would allow a maximum of 239 residential units under an approved MPD that meets the CT District MPD standards.

MPD Density

Whether or not an MPD proposal meets all nine standards may vary, based on the standard. Several are numerical standards that establish minimum thresholds that must be met in order for any density bonus to be allowed. Others are variable or qualitative standards that require an assessment by the City's decision-makers as to how well the MPD meets the standard. The degree to which these variable standards are met in terms of the General Plan goals and the planning objectives for the area should guide the level of density bonuses granted.

The following table shows the nine required development standards for density increases of up to one unit per acre and the level of performance proposed in the MPD application. In addition, staff has included quantitative comparisons where available between the 1:1 Density requirements and the 3:1 Density requirements. A 3:1 Density option does not apply to residential uses per LMC Section 15-2.23-2 – comparisons are offered solely to provide a frame of reference for discussion purposes.

	For Density increases up to One (1) unit per acre-	Proposed PC Heights MPD
CT Density Standards of LMC 15-2.23-4	MPD shall:	
1. Open Space	Provide 70% open space	73% proposed. A mixed use development seeking density at 3 units per acre would require 80% open space.
2. Frontage Protection Zone (FPZ)	Provide 200' FPZ no build setback	>1,000 ' FPZ no-build setback proposed A mixed use development seeking density at 3 units per acre would a 300' FPZ.
3. Parking	Provide a minimum of 40% of parking in structure or tiered. PC can reduce if screening is achieved per site/landscaping	100% of proposed parking is structured in garages. .A mixed use development seeking density at 3 units per acre would require a minimum of 60% of parking be structured or tiered.
4. Public Transit Facilities	Develop a transit hub within the development area. PC may waive for funding in lieu	Proposes development of transit hub within development

	for alternative location within walking distance	
5. Enhanced Public Benefits	Provide public recreation facilities or land for public and/or quasi public institutional Uses consistent with General Plan	Proposes dedication of 24 acres of land for public uses consistent with General Plan
6. Public Trails and Pedestrian Improvements	Provide public dedicated pedestrian improvements and enhanced trail connections to adjacent open space and/or public ways.	Proposes trail connection to Rail Trail, trails within the MPD, and trail connection to Deer Valley/Deer Crest
7. SLO	Comply with SLO requirements	Complies with SLO
8. Affordable Housing	Provide an additional 5% Affordable Housing commitment beyond requirements of City's Housing Resolution	A minimum of 31.4 AUEs is required. An additional 37.85 AUEs are proposed. These AUEs are over and above those required by pre-existing development agreements. a mixed use development seeking density at 3 units per acre would require an additional minimum of 7.85 AUEs.
9. Sustainable Green Development Design	Implement City approved sustainable Green Building and site design practices	Staff recommends that the development comply with the Built Green Checklist and achieve a minimum score of 75 OR LEED for Homes Silver Rating with a minimum score of 60 points.

Staff recommends that the City Council either confirm the CT zone district as appropriate for the annexation area, or identify another, more appropriate zone district designation.

Traffic

The Hales Engineering traffic impact analysis and recommendations, dated June 7, 2007, were accepted by the Park City Heights Task Force. The Task Force's findings are stated in finding #21 (Exhibit G to the April 24th Staff Report). Trip generation data from the Hales study, when combined with traffic projections prepared by Interplan Transportation Consultants, indicates that the traffic generated from the proposed development represents an incremental addition of 16% to the existing traffic volumes, and an increase of 9% to total projected traffic volumes in the year 2020. The Hales study further shows that if warranted and installed, a signal at the SR-248 and Old Dump Road intersection would allow the intersection with SR 248 to function at an overall level of service of C or better, an improvement over the existing conditions.

The mitigation measures outlined in the Hales Engineering, June 7, 2007, Park City Heights Traffic Impact Study, shall be implemented in a manner consistent with the Findings and Conditions. The parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 (including the intersection improvements detailed in a-d below) and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study.

a. A southbound left turn lane, deceleration lane and taper should be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.

b. A northbound right turn pocket, deceleration lane and taper should be constructed on SR-248 to accommodate more than 25 vehicles per hour making right-hand turning movements.

c. A westbound to northbound right turn acceleration lane and taper should be constructed to accommodate more than 50 vehicles per hour on roadways with speed limits greater than 40 mph for the un-signalized condition. When the intersection is signalized this improvement would not be necessary.

d. Old Dump Road should be built 29 feet back-of-gutter to back-of-gutter within a 50 foot right-of-way to the southernmost Park City Heights intersection of the expense of Park City Heights and Talisker.

In addition to these requirements, staff recommends that the petitioners also help mitigate their proportionate share of impacts to the entire 248 corridor (i.e. "downstream" impacts), and that this requirement be included in the annexation agreement consistent with the recently-approved IHC annexation.

Does Council agree with the findings of the Task Force and Planning Commission relative to traffic? Does Council also agree with the recommended and proposed system improvements?

Affordable Housing

There are six elements to the affordable housing component of this annexation request.

- (1) Affordable Unit Equivalents (AUEs) required as a condition of the annexation and CT District Density Bonus Requirements
- (2) Transfer of AUEs from the IHC site to Park City Heights
- (3) Twenty AUEs associated with the Montage Hotel amendment to the Flagstaff Mountain Development Agreement
- (4) Outstanding Talisker Affordable Housing Obligation proposed to be fulfilled at Park City Heights
- (5) Additional Attainable Units proposed by Talisker requirement
- (6) Unit location and Design

The chart below summarizes the various affordable housing requirements and proposals.

Affordable Housing Developer	AUEs/Units	Average Proposed Sales Price (by Developer)	Average Proposed Unit Size (square feet)
Park City Heights	31.4 AUEs/20 Units	\$248,000	1,500 sf (excluding basement) townhomes
IHC	44.78 AUEs/28 Units	\$248,000	1,500 sf (excluding basement) townhomes
Talisker (Montage)	20 AUEs/16 Units	\$183,500	1,000 sf stacked flats
Talisker	74.75 AUEs/52 Units	\$233,000	1,150 – 1,300 town homes
Talisker	52.5 AUEs/30 Units	\$360,000	1,400 – 1,600 sf twin homes
TOTALS	223.43 AUEs/146 Units		

Annexation and Community Transition (CT) District Density Bonus Requirements

The Affordable Housing Guidelines and Standards that govern this proposal (Resolution 17-99) set forth housing obligations to ensure that new development does not “adversely affect the supply of affordable housing in the City and to maintain the social, economic and political fabric of its community character. The base affordable housing obligation for the Park City Heights Annexation Petition is 15% of total residential units.

The proposed CT District includes an additional housing requirement to be applied to developments that seek to exceed the base density of one (1) unit per twenty (20) per acres. The Park City Heights Annexation Petition is seeking an increased density of up to one unit per acre. This density increase triggers a five percent increase of the affordable housing requirement beyond that of the AUEs required by the City’s Affordable Housing Resolution in effect at the time of application.

Should the proposal be revised to include a commercial or retail component greater than 5,000 square feet (gross) the developer would also be subject to an employee-housing obligation equal to twenty percent of employees generated with an average employee generation rate of 2.9 employees per 1,000 square feet of commercial space.

The Petitioner is proposing a total of 157 market rate units and 31.4 AUEs. Staff finds that the 31.4 AUEs complies with the requirements of the annexation petition and the CT District as proposed. ***Does Council concur that the proposed AUEs complies with the CT District requirements?***

Transfer of AUEs from the IHC site to Park City Heights

The Park City Heights Annexation Petition and Master Planned Development project also includes the 44.78 Affordable Unit Equivalents required to fulfill partially a housing obligation outlined in the Annexation Agreement between Park City and Burbs LLC. As part of that Agreement, a five-acre parcel was dedicated to the City to meet on-site housing requirements created by the IHC hospital. Prior to commencing construction on

that site, the City requested, and the Burbs agreed to, a 12-month waiting period with the goal of finding an alternative site for these units. This 12-month period has expired. To date, an MPD for the IHC units has not been filed, although there is nothing preventing IHC from doing so.

Consistent with the City's Housing Resolution and the Land Management Code, these relocated affordable housing units are not included in the overall project base density calculation. ***Staff is asking Council to affirm this decision to re-locate the IHC units to the Park City Heights site in lieu of housing development on the 5-acre parcel.***

Twenty AUEs associated with the Montage Hotel

Talisker has committed to construct 20 AUEs as an additional community benefit associated with the Montage Hotel. Talisker has proposed that these 20 AUEs, configured as 16 units, be located at Quinns Junction as part of its affordable housing plan. This is consistent with the Amended and Restated Development Agreement for Flagstaff Mountain, units may be located at Quinns Junction consistent with the City's approved employee/affordable housing plan. ***Does Council concur with the location of the 20 AUEs associated with the Montage at this location?***

Outstanding Talisker Affordable Housing Obligation proposed to be fulfilled at Park City Heights

The Amended and Restated Development Agreement for Flagstaff Mountain requires a total of 118.90 AUEs. This includes the 20 AUEs associated with the Montage Hotel. Twenty-five AUEs are proposed on-mountain and eight AUEs are pending through acquisition and deed restriction of existing units. There are pending MPD/ pre-MPD applications for up to 29 additional AUEs, in addition to the 20 Montage AUEs discussed above. This leaves a balance of 36.90 AUEs that Talisker needs to provide to fulfill their total affordable housing obligation. Talisker is proposing up to 74.75 AUEs, or an additional 37.85 AUE contribution above the minimum required AUEs required by the CT District. The Park City Heights location is consistent with the Amended Flagstaff Mountain Resort Employee/Affordable Housing Plan. Because these units are being developed off-site (outside of the Empire Pass MPD), the unit count is included in total project density. ***Does Council concur with Talisker's strategy to satisfy its remaining affordable housing obligation at Park City Heights?***

Additional Attainable Units proposed by Talisker.

Talisker is proposing a new category of units at Park City Heights referred to as *attainable units*. Attainable is not a term defined by the Land Management Code. The intent of these units is to provide a greater diversity in housing price points and a wider range of housing options within the overall development. It also provides for mobility within the affordable product. Conceptually attainable units would be priced above the maximum affordable restricted sales price but subject to a set of deed restrictions. Attainable units are included in overall project density. Park City Heights includes a proposal for 52.5 attainable AUEs configured as 30 twin homes. Staff supports the creation of "attainable units" as part of the housing continuum on this site and recommends that a mix of unit styles, including twin homes and detached units be included as part of this attainable product. Staff recommends that flexibility in pricing be encouraged to achieve an overall level of affordability at 110% of Area Median Income (approximately \$96,000 for a family of four in 2008). This translates into an average sales price for the affordable units of approximately \$310,000. Attainable units would not trigger

an affordable housing obligation as defined by the CT District. ***The Planning Commission recommended that these 52.5 attainable AUES (approximately 30 units) be removed from the proposed development as a means of decreasing overall project density. Staff is requesting Council discussion and direction as to the inclusion of the attainable units in the overall project. If Council wishes to further consider the inclusion of attainable units, Staff would also request direction on the recommended attainable unit definition.***

Unit Location

The current site plan generally clusters the affordable units together within the overall Master Planned Development area. Staff would like to see greater variation in the location of the affordable units and recommends that more pods of affordable units be included within development. The goal is to more fully integrate the affordable units throughout the development and achieve a greater diversity in unit style and design. Staff supports clustering of affordable units within a largely second home development as a means of creating community within what is likely a more transient setting. While the initial projection for PC Heights is as a second home development, it is likely to evolve into a more year-round residential development over time. Planning for this evolution of ownership by creating affordable housing pods throughout the development will foster a more integrated community over the long term. ***Staff is asking for Council discussion on unit location because of the potential impacts on site plan and design for the MPD application.***

Sustainable-Green Development Design.

To achieve a density of up to one unit per acre the MPD must implement City-approved sustainable Green Building practices and Site design practices in effect at the time of Application. Staff is recommending at minimum that the development comply with the Built Green Checklist and achieve a minimum score of 75 OR LEED for Homes Silver Rating (minimum 60 points).

The following are required categories under the Built Green program:

- Energy Efficiency: Mechanical Heating & Cooling Systems
- Energy Efficiency: Air Distribution Systems
- Health and Safety: Improved Indoor Air Quality
- Health and Safety: Moisture Management
- Energy Efficiency: Lighting
- Material Resource Efficiency: Framing
- Resource Conservation: Water

The following are required categories under the LEED for Homes program:

- Sustainable Sites
- Water Efficiency
- Materials and Resources
- Indoor Environmental Quality

Staff will work with the applicant to refine the voluntary items to create a comprehensive green building design program for this site, with a particular emphasis on achieving water conservation levels throughout the project that exceed all voluntary standards of

Built Green and/or LEED for Homes. Staff is particularly concerned with minimizing the amount of turf included due to intensive water requirements. Staff will work with the applicant to define these requirements in a tightly defined and clear manner. The Built Green and LEED for Homes checklists are attached to this report. Staff recommends using the appropriate checklist as the base standards. ***Staff is requesting Council discussion and direction on the proposed strategy. Are there specific issues that Council would like staff to explore?***

Conclusion

For the Council's meeting on June 5th, staff will provide information for discussion of the requested density bonuses; MPD uses and configuration; trails, parks, and public spaces; and general site design considerations. Approved minutes and findings of fact from the Planning Commission will also be available if they are adopted by the Planning Commission May 28th.

Exhibits

Exhibit A- Utah Built Green check list

Exhibit B – LEED for Homes Rating System

Exhibit C - Binder of information and April 24 Staff report with attachments (not attached). Please bring this information to the meeting for your reference. This information is also available at the Planning Department.



	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
I. READ FIRST	Builders are <u>required</u> to choose <u>one of the three methods</u> (items #1, #2 or #3 below) of meeting the Energy Efficiency Minimum Requirement. Note that item #2 requires a higher level of testing than required by the program's random verification process, and that item #3, ENERGY STAR®, exceeds the "minimum" requirement; hence option #2 and #3 are awarded points while option #1 is not. <u>Note that item #4 provides additional points, but is NOT a method of compliance under the Energy Efficiency Requirement.</u> REQUIRED CATEGORIES: Builders are <u>required to select at least one option from each of the indicated categories</u>: X. Energy Efficiency: Mechanical Heating & Cooling Systems; XI. Energy Efficiency: Air Distribution Systems; XII. Health and Safety: Improved Indoor Air Quality; XIII. Health and Safety: Moisture Management; XVI. Energy Efficiency: Lighting; XVIII. Material Resource Efficiency: Framing; XXIII. Resource Conservation: Water. However, there is no required minimum number of points for these categories. Required categories are identified in the Checklist. <u>The → symbol denotes those categories which are required.</u> Additionally, <u>the → symbol denotes that there are additional requirements</u> which must be met in order to comply with and receive points for a particular item. Builders are <u>required to provide the corresponding verification documents</u> where noted in the far right column at the time of random verification inspection. Points will not be awarded unless proper documentation is provided where required. Making note of those requirements and collecting those documents from the outset will improve the process and help ensure successful completion of random verification. 5% of all registered homes will be randomly verified for compliance at the builder's expense by a Built Green approved rater of the builder's choice. The 2007 Checklist is effective on homes permitted on or after January 1, 2007. Homes must be registered at time of permit issuance. Each home is required to have a <u>minimum total of 75 points</u> from the Checklist. Each home is required to be duly <u>registered with the program.</u> *NOTE: Full explanations, requirements, graphics, charts and links to accompany this Checklist can be found in the Guide to the Built Green Checklist, located online @ www.builtgreen.org, available to all members, or for sale through the Built Green program			Field Verification = inspection and verification at time of random rating

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
	II. MINIMUM ENERGY EFFICIENCY REQUIREMENT → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
1 Revised 2/08/07	RESNET-accredited HERS Rating of 85 points <u>or less</u> when using the expanded HERS "INDEX" score based on the 2006 HERS Reference Home verified on a 5% random basis as required by the program's random verification process. ⇒ 5% sampling must include at least one rating of each product type (examples of product types include: single family detached, condo and townhome) and from-plans ratings from each plan type or product with a change in energy efficient features within the product type. ⇒ MUST see Guide for full requirements	0		Rating Certificate
2 Revised 2/08/07	RESNET-accredited HERS Rating of 85 points <u>or less</u> when using the expanded HERS "INDEX" score based on the 2006 HERS Reference Home verified on a 15% or higher random basis in order to take these points. ⇒ 15% sampling must include at least one rating of each product type (examples of product types include: single family detached, condo and townhome) and from-plans ratings from each plan type or product with a change in energy efficient features within the product type. ⇒ MUST see Guide for full requirements	3		Rating Certificate & Rater Letter
3 Revised 2/08/07	House meets ENERGY STAR® criteria by either the Prescriptive or Performance paths as outlined by the US Environmental Protection Agency (Cannot combine with item #2 "RESNET-accredited") ☐ Additional 3 points if homes are tested on a 100% basis – 3 pts	5		Rating Certificate & Rater Letter
4	House meets 2005 Federal Residential Energy Efficiency Tax Credit of \$2,000, available under the Energy Policy Act of 2005. See following website for additional information: http://www.energytaxincentives.org/tiap-new-homes.html Note* This item provides additional points, but is NOT a method of compliance under the Minimum Energy Efficiency Requirement	2		Rating Certificate & IRS Form 8908
	III. SITE PROTECTION			
5	Trees and natural features on site protected during construction by completing ALL of the following: ☐ Develop a tree/plant preservation plan with no disturbance zone clearly delineated on drawings ☐ Execute plan by minimizing disturbance of and damage to trees/plants designated for protection through installation of fencing ☐ Avoid trenching, significant change in grade and compaction of soil in critical root zones	4		Site/Landscape Plan and photos
6	Existing trees and vegetation designated for preservation are prepared for the impacts of construction by a Certified Arborist through pruning, root pruning, fertilization and watering	4		Invoice or Scope of Work
7	Save and reuse all site topsoil, protecting from erosion prior to redistribution	1		Photo
8	Leave undisturbed at least 40% of previously undeveloped lot area (on lots larger than 1/3 acre)	2		Site/Landscape Plan
	IV. ENERGY EFFICIENCY: SITE DESIGN & ORIENTATION			
9	Use sun-tempered design to reduce heating and cooling needs of building by completing ALL of the following: ⇒ Requires item #39 "Overhangs..." ☐ Home orientation allows solar heating (long dimension is w/in 30 degrees of solar south) ☐ South glass area is between 5-7% of <u>total finished floor area</u> (FFA) ☐ West glass area is ≤ 2% of total FFA ☐ East glass area is ≤ 4% of total FFA ☐ North glass area is ≤ 4% of total FFA	7		Detailed building take-off with glass area
10	Home designed for passive solar heating by contributing ≥ 33% of the home's annual heating needs ⇒ Requires item #39 "Overhang...", AND ⇒ Requires item #9 "Use sun-tempered design..."	3		Whole building energy performance simulation report
11	Provide designated location and rough-in on south roof area for future hot water heating and photovoltaics (PV) by completing ALL of the following: See Guide for further details ☐ Provide minimum of 200 square feet of clear (free of penetrations, stacks, vents, etc.) and un-shaded roof area 30° of solar south ☐ Provide rough in of piping (both electrical conduit and insulated water piping) from roof (attic area) to utility/mechanical area ☐ Provide minimum area ≥ 6 square feet near electrical service panel/breaker box for future solar equipment ☐ Provide ≥10 square foot area in mechanical room for future solar hot water tank	6		Indicate designated area on plans & field verification

2007 Built Green® Checklist VERSION 2007.2		Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
V. ENERGY EFFICIENCY: RENEWABLE ENERGY				
12	Active solar thermal heating system installed, providing ≥ 20% of homes annual heating	12		Whole building energy performance simulation report
13	Solar electric system or other onsite renewable energy source (such as photovoltaics, wind, etc.), provides the following of the home's electrical needs: ⇒ Cannot take in combination with item #11 "Provide designated location..." unless ALL requirements of #11 are satisfied ☐ ≥ 10% - 8 pts ☐ ≥ 25% - 10 pts ☐ ≥ 50% - 15 pts	Varies		Whole building energy performance simulation report
14	Solar water heating system provides 50% or more of the home's hot water heating needs ⇒ Cannot take in combination with item #11 "Provide designated location..." unless ALL requirements of #11 are satisfied	10		Whole building energy performance simulation report
15	50% of total installed outdoor lighting (walkway, area, and other outdoor lighting) is solar powered (photovoltaic) based on fixture count.	2		Product Data and/or Field Verification
16	Provide buyer the first year enrollment costs of 100% of electric power provided by Xcel Energy WindSource Program or other local utility. See Guide for further information.	2		Builder letter
17	Renewable/clean fuels. Biodiesel (B20 or better), propane, hybrid, E-85 or CNG fuel is used for builder fleets or contractor vehicles. 1 point per vehicle, (max. 5 pts)	Varies		Builder letter
VI. ENERGY EFFICIENCY: FOUNDATION SYSTEMS				
18	Reinforced structural concrete slab, supported by structural piers or footings (creating a void space between the earth and slab for potential movement of soils) with minimum R-6 rigid insulation below concrete slab	5		Subcontractor letter
19	Rigid insulation forms that provide permanent insulation to the foundation (ICFs)	6		Spec Sheet
20	Frost-protected shallow foundation: (choose only one) See Guide for further details ☐ Min R-10 insulation installed to a depth of 4' below grade (in climate zones 5 and lower) ☐ Min R-10 insulation installed to a depth of 6' below grade (in climate zones 6 and higher)	5		Spec sheet
21	Insulated foundation with rigid R-10 foam insulation from footer to top of wall	5		Photo
22	Full height interior <u>below</u> grade basement wall insulation, and/or crawl space insulation, R-11 or higher (R-13 or higher if insulation is installed in framed cavities)	2		Field Verification
23	Full height interior <u>above</u> grade crawl space insulation, R-19 or higher	1		Field Verification
VII. ENERGY EFFICIENCY: THERMAL ENVELOPE				
24	Home has blown insulation on 85% or more of above grade wall, floor and ceiling area, such as: (choose only one) ☐ Cellulose ☐ Fiberglass ☐ Non-toxic spray foam ☐ Rock wool	6		Builder Spec Sheet or Insulation Certificate
25	R-3.5 or better insulated exterior wall sheathing on 75% or more exterior wall area ⇒ Cannot combine with item #113 "reinforced cementitious foam formed above grade walls (ICFs) ..."	6		Builder Spec Sheet or photos

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
26	Insulated headers: Minimum R-10, on all exterior headers including load bearing exterior windows and doors	3		Builder letter or spec sheet
27	Raised heels of 6" or more on trusses to provide for full-height insulation over top wall plate. (choose only one) ☐ 6" – 3 pts ☐ 8" – 4 pts ☐ 10" – 5 pts	Varies		Builder spec sheet
28	Advanced Rim Joist Insulation. This item can be achieved by one of the following: See Guide for diagrams and further descriptions ☐ Using an engineered, SIP-like product for rim section ☐ Installing an inch or more of rigid foam on the exterior face of the rim joist, integrated with the drainage plane ☐ Using a combination of rigid foam sealed with spray foam ☐ Using high-density spray foam insulation on the interior bays of the floor joists.	3		Photo documentation or third-party field verification
29	Where vapor retarders are required by code, variable-permeance or "smart" products are used. See Guide to the Built Green Checklist for details	3		Photo documentation or third-party field verification
30	Advanced insulation package. Points awarded according to components listed below: ☐ ≥ R20 in wall cavities – 3 pts. ☐ ≥ R38 in ALL attics/ceilings, including vaulted ceilings (in climate zones 5 and under) – 3 pts. OR ☐ ≥ R49 In ALL attics/ceilings, including vaulted ceilings (in climate zones 6 and higher) – 3 pts. ☐ ≥ R13 continuous insulation in basement (cannot take pts. for framed cavities) – 2 pts. ☐ ≥ R10 under slab edge – 1 pt. ☐ ≥ R-10 under entire slab (includes at and below grade) – 2 pts.	Varies		Insulation Certificate and/or photo's of below grade foundation applications
31	Insulation quality control: high-quality installation is confirmed by one of three methods: (Choose only one) ☐ Contractor is certified under the NAHB's certified installer program – 1 pt. ☐ Insulation is inspected by a third-party during pre-drywall inspection (Type I Installation, per National Home Energy Rating Standards) – 3 pts. ☐ Insulation is inspected by a third-party during pre-drywall inspection (Type II Installation, per National Home Energy Rating Standards) – 2 pt. ☐ Builder demonstrates in-house inspection process through verified documentation, or other equivalent contractor certification program – 1 pt.	Varies		Contractor Certificate, HERS Provider documentation
32	Advanced sealing package in addition to basic sealing practices, must complete ALL of the following: ☐ Seal at top and bottom plates and at all exterior wall corners ☐ Seal all attic penetrations, & install weather stripped attic hatch, insulated to equivalent attic R-value, with secure closure mechanism ☐ Seal at all mechanical penetrations with foam or caulk (both interior and exterior walls) ☐ Seal around all windows and doors with caulk, foam or other insulating materials (i.e. chinking)	4		Builder Spec sheet or Photo
33	No recessed can lights installed in building's insulated ceiling/thermal envelope	3		Field Verification
34	ALL recessed can lights, including between all floors, are air tight and insulation contact rated	2		Builder Spec Sheet
35	Blower door test verifies one of the following: (choose only one) ⇒ Requires item #61 "Design and install a whole building ventilation system", AND ⇒ Requires ALL mechanical equipment/combustion appliances be closed combustion, i.e. direct-vent or power vented exhaust, including furnace/boiler, hot water heater, fireplaces, etc. ☐ 0.35 ACH or less – 2 pts. ☐ 0.25 ACH or less – 4 pts. ☐ 0.15 ACH or less – 6 pts.	Varies		Infiltration test report
VIII. ENERGY EFFICIENCY: WINDOWS & DOORS				
36	Low-E, NFRC Rated window and glass doors comprise ≥90% of total above-grade glass area (choose only one) ☐ U=0.35 or lower – 4 pts. ☐ U=0.30 or lower – 8 pts	Varies		NFRC cert./label
37	ALL basement windows are Low-E, NFRC rated at U=0.35 or lower, NO metal bucks	2		NFRC cert./label

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
38	Exterior doors (excluding glass doors), choose one or both of the following: ☐ Exterior doors Insulated to R-5 or greater (excludes house to garage door) – 2 pts. ☐ House to garage door insulated to R-5 or greater – 1 pt.	Varies		Product Literature
	IX. ENERGY EFFICIENCY: LOW-ENERGY COOLING STRATEGIES			
39	Overhangs and/or fixed shading elements designed to provide seasonal shading on =>50% of south facing glass area (e.g., two foot overhang, between one and two feet above south windows). See Guide to the Built Green Checklist for detailed explanation and chart	6		Solar Calculations
40	Strategies to reduce heat gain and/or heat loss on south, east or west facades. (max 3 points) ☐ Exterior-mounted sunscreens or operable shutters ☐ Operable insulated window coverings ☐ Operable awnings ☐ Other architectural elements (such as covered porches)	3		Field Verification
41	Whole house fan installed with a minimum R-19 insulated seasonal cover and instructions provided to homeowner on safe operation of unit	5		Product Literature
42	ENERGY STAR® qualified ceiling fans installed. (1 point per fan, max 4 pts) ☐ add points if ENERGY STAR® ceiling fan light kit is provided – (1 pt per light kit, max 4 pts)	Varies		Product Literature
REQ.	X. ENERGY EFFICIENCY: MECHANICAL HEATING & COOLING SYSTEMS → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
43	HVAC equipment sized according to ACCA Manual J 8 th edition (or equivalent) room by room heat load calculation. Calculations shall be based on 99% Outdoor temperatures published in the ASHRAE Handbook of fundamental for the home's location or most representative city	6		Load calculation document
44	ENERGY STAR® qualified furnace or boiler with sealed combustion air: (choose only one) Furnaces ☐ ≥ 90% AFUE – 8 pts. ☐ ≥ 92% AFUE – 9 pts. ☐ ≥ 94% AFUE – 10 pts. Boilers ☐ ≥ 85% AFUE – 8 pts. ☐ ≥ 87% AFUE – 9 pts. ☐ ≥ 90% AFUE – 10 pts.	Varies		Spec sheet or Energy Guide
45	Furnace and/or boiler centrally located (center 1/3 rd of house envelope/footprint), ⇒ Requires no air handling equipment, return ducts or un-sealed supply ducts in garage, AND ⇒ Requires #57 "Total duct leakage..."	4		Field Verification
46	Electronically commutated motor (ECM) on air handler/furnace	8		Product Literature
47	Baseboard or in-floor heating system installed per requirements listed in Guide to the Built Green Checklist ⇒ Requires item #43 "HVAC equipment sized according to ACCA Manual J...", AND ⇒ Requires item # 44 "ENERGY STAR qualified furnace or boiler ..."	11		Specs and Photos
48	Ground-source heat pump system, either radiant or air-ducted, for space heating with a coefficient of performance (COP) of: ⇒ If system uses refrigerant, <u>must be non-HCFC based</u> , to take this point ☐ ≥ 3.3 COP – 10 pts. ☐ ≥ 3.6 COP – 15 pts.	Varies		Manual J Calc. And ARI Certificate
49	Central air conditioner or ground source heat pump, with an equipment matched SEER level, as determined by an ARI coil/condenser equipment match, a Thermal expansion valve (TXV), and maximum over-sizing of units is < 15% of Manual J. ⇒ Requires item #43 "HVAC equipment sized according to ACCA Manual J..." ☐ ≥ 13 SEER – 3 pts ☐ ≥14 SEER – 4 pts ☐ ≥16 SEER – 5 pts. ☐ ≥18 SEER – 6 pts. ☐ If unit above contains non-HCFC refrigerant (i.e. R-410A, Puron or other), add additional – 4 pts.	Varies		Manual J Calc. And ARI Certificate

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
50	Zoning utilizing two or more thermostats controlling separate heating and/or cooling zones from a single system, or zoning using two or more separate systems ⇒ Requires item #57 "Total duct leakage ..." IF using a forced air systems AND if ducts are located outside conditioned space	2		Field Verification
51	Energy Star® programmable thermostat	1		Product literature
REQ.	XI. ENERGY EFFICIENCY: HVAC DISTRIBUTION SYSTEMS → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION (Homes with non-ducted HVAC systems are exempted from this requirement)			
52	Ducts sized and installed in accordance with room-by-room loads calculations for sizing ductwork using ACCA Manual D	6		Load calculation document
53	No panned joist spaces or building cavities used for return air; i.e. fully ducted return systems are required	3		Spec sheet or field verification
54	ALL ductwork joints and penetrations sealed with either: (choose only one) ☐ Low toxic mastic ☐ Aerosolized sealant system	2		Spec sheet & field verification
55	Any ducts outside conditioned space are sealed with mastic and insulated to a minimum ≥ R-8 (supply) and ≥ R-8 (return). ⇒ Requires item #57 "Total duct leakage..."	2		Field Verification
56	Provide pressure relief to all rooms having a door other than baths, kitchens, closets and pantries by using means other than door undercuts (e.g. transfer grilles, dedicated returns, etc.)	4		Field Verification
57	Total duct leakage is demonstrated to not exceed: (choose only one) ☐ 10% of rated high fan flow, if ALL ducts and Air Handler are located WITHIN the conditioned space ☐ 5% of rated high fan flow if ANY ducts or Air Handler are located OUTSIDE the conditioned envelope	10		Test results
58	Fire-safe temporary heating and drying system is used during construction that does not introduce moisture or toxins into the work environment (no Salamanders)	4		Builder letter
59	Seal off all ducts during construction or clean HVAC ducts and coils before occupancy	2		Photos and/or invoice
REQ.	XII. HEALTH AND SAFETY: IMPROVED INDOOR AIR QUALITY → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
60	House meets American Lung Association Health House standards	13		Certificate
61	Design and install a whole building ventilation system that complies with ASHRAE standard 62.2 – 2003, "Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings". Total ventilation air (cubic feet per minute/CFM) shall be calculated by the following equation: CFM = (total # of bedrooms + 1) X (7.5 CFM) + (0.01 X total conditioned square feet). ⇒ See Guide to the Built Green Checklist for detailed explanation and chart	6		Ventilation Calculation and Rater or Contractor Verification
62	Heat recovery ventilator (HRV) or air-to-air heat exchanger ⇒ Requires item #61 "Design and install a whole building ventilation system..."	4		Field Verification
63	Domestic water heating equipment meets one of the following: ⇒ Electric does not qualify ☐ Power-direct vent – 4 pts, OR ☐ Sealed-combustion – 5 pts	Varies		Spec sheet
64	ALL Fireplaces and/stoves in home must meet the following criteria to take this point ⇒ MUST see Guide for full requirements on EACH item ☐ Gas fireplaces are power or direct vent AND must have an <u>electronic ignition</u> ☐ Factory built, wood burning fireplaces must be EPA certified ☐ Pellet or other solid fuel burning stoves must meet ASTM E1509 –04 ☐ Wood stove and fireplace inserts must be EPA certified	4		Spec sheet
65	Install an integrated whole house HEPA filter, must be connected to ductwork with dedicated exhaust/supply points	6		Spec sheet & field verification

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
66	HVAC filters rated MERV 8 at 295 feet per minute or higher according to ASHRAE 52.2-1999. HVAC equipment shall be able to accommodate pressure drop from filter selected for the system	4		Spec sheet
67	Active or passive radon mitigation installed to EPA guidelines	5		Subcontractor letter
68	Energy Star® low sone (less than 1.5) exhaust fans (2 points per fan, max. 6 points)	2		Spec sheet
69	Exhaust fan in garage rated for continuous operation, minimum 100 CFM exhaust, on timer, with either occupant sensor or wired to garage door opener or other means of automatic activation	4		Spec sheet & field verification
70	Garage detached from all living areas. As an alternative, attached garage is isolated from house by extensive air-sealing, with pressure diagnostic at 45 Pa or greater, verified by testing. MUST meet the following criteria to take this point: See Guide for further details ☐ No air handling equipment, return ducts or un-sealed supply ducts in garage ☐ Any sleeping area above garage requires a carbon monoxide detector	5		Pressure test #
71	Provide kitchen range hood (including appliance range hood combinations) vented to the exterior capable of exhausting at least 100 CFM (Per ASHRAE 62.2, 2003) See Guide for further details ☐ If equipment is capable of exhausting ≥ 400 CFM, THEN ⇒ Requires ALL sealed combustion appliances	3		Product data
72	Install hardwired carbon monoxide detector outside main sleeping areas that meets the Canadian Standards Association's "Standard for Residential Carbon Monoxide Alarming Devices" (CSA 6.19-01), or Laboratory UL 2034 or equivalent	4		Product data and field verification
73	Central Vacuum (canister unit) installed outside conditioned space rated at 500 air watts or greater and including an electric motor-driven floor brush.	4		Field verification
74	All carpet throughout the home meets one of the following criteria: ☐ Carpet must comply with the Carpet and Rug Institute's (CRI's) Green Label Plus program (low VOC carpet and pad), OR ☐ No carpets installed in 100% of home (i.e. hard-surfaced flooring)	2		Spec sheet
75	Insulation used throughout the house meets the indoor air quality standards of GreenGuard, SCS, California 1350, or Berkeley Labs. See Guide for further details	2		Product data
76	UV Light installed in supply duct system above A/C coil	3		Spec sheet
77	OSB produced with non-formaldehyde based adhesives used for sub floor	2		MSDS
78	OSB produced with non-formaldehyde based adhesives used for sheathing	2		MSDS
79	Ceramic tile installed with low toxic adhesives and plasticizer-free grout	3		MSDS
80	Only low toxicity, solvent-free adhesives used throughout. Standard is less than 150 grams/liter of VOCs	3		MSDS
81	Cabinet finish coat done with water based finishes containing VOC content of less than 250 grams per liter	4		MSDS
82	Water-based urethane finishes on wood floors	3		Product data
83	Water-based lacquer finishes on woodwork	3		Product data
84	All panel ends, edges and cuts of any particle board must be sealed with impermeable water-based sealer prior to painting	2		MSDS on sealer and builder letter
85	Insulation used throughout house contains no formaldehyde binders	1		MSDS
86	All wall, ceiling and trim paints have zero to minimal VOC content. (trim excluded for zero-VOC requirement) ☐ Interior paints/coatings: (walls & ceilings) ≤ 5 grams/liter of VOCs – 3 pts ☐ Interior paints/coatings: interior satin, semi-gloss or high-gloss ≤ 150 grams/liter AND/OR interior flat/eggshell ≤ 50 grams/liter of VOCs – 2 pts	Varies		MSDS

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection				
	☐ Exterior paints: flat exterior ≤ 100 grams/liter AND/OR exterior satin, semi-gloss or high-gloss ≤ 200 grams/liter of VOCs – 1 pt							
REQ.	XIII. HEALTH AND SAFETY: MOISTURE MANAGEMENT ➔ REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION							
87	Sill plate sealed with foam sill gasket to act as capillary break	2		Photo or field verification				
88	Full exterior drainage plane integrated shingle-style with pan-flashed and face-flashed door and window openings, as designated in EEBA's "Water Management Guide", or equivalent	8		Builder specs, plans/details and photos				
89	Implementation of proper roof flashing and moisture management techniques, to include ALL of the following: ☐ Installation of drip edge at the entire perimeter of the roof ☐ Flashing where sloped roofs meet gable wall ends/all vertical walls (integrated into drainage plane) ☐ Use of kick-out flashings at wall eave intersections (integrated into drainage plane) ☐ At wall/roof intersections maintain ≥ 2" clearance between wall cladding and roofing materials.	5		Builder Specs and photos				
90	Smooth, non-granular self-adhering roof underlayment on the following: ☐ Eaves extending 24" past exterior wall plane, and on all valleys, and roof penetrations – 4 pts ☐ Entire roof area – 6 pts	Varies		Spec Sheet				
91	Downspout Extensions. Downspouts discharge at least 5 feet away from foundation, measured perpendicular to the foundation wall; landscaping edging does not interfere with discharge; tip-up hooks are removed prior to closing. Buried downspouts <u>must</u> be day-lighted	2		Field verification				
92	A capillary break and vapor barrier located under concrete basement floor slabs, to include each of the following: ☐ Install 3" to 4" of course gravel under entire slab area to act as a capillary break ☐ Install 6 mil polyethylene on top of gravel in direct contact with concrete floor to act as a vapor barrier	3		Photos				
93	Conditioned at-grade insulated crawl space with an airtight, minimum 10 mil continuously sealed ground cover. ⇒ Requires item #63 "sealed combustion gas water heating equipment" ⇒ Must see Guide to the Built Green Checklist for additional requirements	4		Field verification				
94	Conditioned below-grade crawl space with an airtight, minimum 10 mil continuously sealed ground cover. ⇒ Requires item #63 "sealed combustion gas water heating equipment" ⇒ Must see Guide to the Built Green Checklist for additional venting and other requirements	4		Field verification				
	XIV. ENERGY EFFICIENCY: WATER HEATING							
95	Ground-source (desuperheater) and/or waste heat recovery water heating	4		Spec Sheet				
96	Side arm water heater off of <u>sealed combustion</u> boiler with AFUE ≥ 85% ⇒ Cannot combine with item #63 "sealed combustion gas water heating equipment"	6		Field verification				
97	Tankless water heater with .80 EF or greater. Minimum flow of 5.3 GPM with 50-degree temperature rise ⇒ Requires item #63 "sealed combustion gas water heating equipment"	8		Spec Sheet				
98	Water heaters with energy factors (EF) equal to or greater than the following: (choose only one) <table><tr><td>Gas Water Heaters</td><td>Electric Water Heaters</td></tr><tr><td>☐ EF ≥ .62 (tank-type water heaters) – 1 pt. ⇒ Requires item #63 "sealed combustion gas water heating equipment"</td><td>☐ EF ≥ .92 (tank-type water heaters) – 1 pt.</td></tr></table>	Gas Water Heaters	Electric Water Heaters	☐ EF ≥ .62 (tank-type water heaters) – 1 pt. ⇒ Requires item #63 "sealed combustion gas water heating equipment"	☐ EF ≥ .92 (tank-type water heaters) – 1 pt.	1		Spec Sheet or Energy Guide
Gas Water Heaters	Electric Water Heaters							
☐ EF ≥ .62 (tank-type water heaters) – 1 pt. ⇒ Requires item #63 "sealed combustion gas water heating equipment"	☐ EF ≥ .92 (tank-type water heaters) – 1 pt.							
99	Insulate all hot water lines to all locations with standard flexible pipe insulation of R-3 or better	2		Spec Sheet				
100	Install efficient hot water delivery system by one of the following methods: ⇒ Requires item #99 "insulate all hot water lines... R-3 or better" See Guide for further details ☐ Water heater is within 20' pipe feet of ALL hot water fixtures ☐ Central manifold "home-run" distribution system. Trunk line from water heater to central manifold shall be ≤ 10' feet, and all branch lines shall be	3		Field Verification or photos				

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
	< 1/2 " in diameter ☐ Structured plumbing system with hot water circulation loop run to within 10' feet of all hot water fixtures (all branch lines shall be ≤ 10')			
101	Drain wastewater heat recovery system installed	3		Spec Sheet
	XV. ENERGY EFFICIENCY: APPLIANCES			
102	Dishwasher is an ENERGY STAR® labeled product	3		Label
103	Refrigerator is an ENERGY STAR® labeled product	3		Label
104	All gas kitchen appliances are equipped with electronic ignition ⇒ Requires item #71 "provide kitchen range hood vented to the exterior..."	2		Field verification
REQ.	XVI. ENERGY EFFICIENCY: LIGHTING → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
105	At least a minimum portion of the hard-wired fixtures are supplied with ENERGY STAR®-qualified self-ballasted compact fluorescent screw-based bulbs (CFLs). Choose only one ☐ 10% of all installed fixtures are supplied with bulbs that meet the requirement, 1 pt; OR ☐ 20% of all installed fixtures are supplied with bulbs that meet the requirement, 3 pts Percentage to be based on <u>fixture count</u> ; <u>track lights should be counted based on the number of "heads"</u> . See Guide to the Built Green Checklist for additional details and resources	Varies		Builder spec or label
106	Lighting efficiency package employed to reduce lighting energy usage. Points awarded according to package(s) listed below: ☐ 50% of the installed hard-wired fixtures in high-use rooms (kitchen, dining room, living room, family room, bathrooms, halls and stairways) are ENERGY STAR®-qualified, 5 pts; ☐ 25% of total number of fixtures in medium/low-use rooms (bedrooms, den, office, basement, laundry room, garage, closets, and all other rooms) are ENERGY STAR®-qualified, 2 pts; ☐ 50% of total number of outdoor fixtures (outdoor lighting affixed to the home or free-standing poles except for landscape and solar lighting) are ENERGY STAR®-qualified, 2 pts; ☐ Comply with the ENERGY STAR® Advanced Lighting Package (ALP), 9 pts. The ALP is all three of the items immediately above and also requires that all ceiling fans in the home be ENERGY STAR®-qualified. Note: The above 3 items may be used in combination with each other and awarded cumulative points. The 4th item above excludes gaining points for the above 3 items. Percentage to be based on <u>total fixture count</u> in the identified use-based room categories; track lights should be counted based on the number of "heads". See Guide to the Built Green Checklist for additional details and resources and self certification form	Varies		Builder spec or product label; ENERGY STAR® ALP requires ENERGY STAR® ALP Builder Verification Form (self-certification)
107	Advanced Lighting and Automation Control System capable of unified automation control of lighting loads.	3		Spec sheet
108	Tubular skylights are installed in interior areas such as bathrooms, hallways, and kitchens that receive limited daylight. One point is available per unit, with a (max 2 pts)	1		Field Verification
	XVII. MATERIAL RESOURCE EFFICIENCY: FOUNDATION			
109	Non-solvent based damp proofing	2		Product data
110	Aluminum foundation forms used	1		Builder or Subcontractor letter
111	Foundation form release agents are non-toxic, contain no VOCs, and are biodegradable	2		Spec sheet
112	Recycled-content expansion joint filler	1		Product data

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
REQ.	XVIII. MATERIAL RESOURCE EFFICIENCY: FRAMING ⇒ REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
113	Reinforced cementitious foam-formed above grade walls (ICFs, or insulated concrete forms)	10		Plans or Photo
114	Structural insulated panels (SIPs) used for 75% or more of walls	7		Plans or Photo
115	Structural insulated panels (SIPs) used for 75% or more of roof	7		Plans or Photo
116	Engineered alternative wall systems as approved by local code	5		Plans or Photo
117	Dimensional or engineered lumber from third-party certified sustainably-harvested sources used for 100% the following: ☐ Floor framing – 2 pts ☐ Wall framing – 2 pts ☐ Roof framing – 2 pts	Varies		Certificate
118	Engineered alternative replaces large dimension solid lumber (2x10 or greater) in 90% or more of the following areas: ☐ Floor systems (i.e. trusses, joists) – 2 pts ☐ Roof structure (i.e. trusses, joists) – 2 pts	Varies		Spec sheet or field verification
119	Reduced framing package includes ALL of the following: ☐ 24. O.C. on all studs at interior non-bearing walls ☐ 3-stud exterior corners capable of being insulated ☐ No headers in non-bearing interior walls	3		Builder plans & photos
120	Advanced framing techniques (OVE, optimum value engineering) employed to reduce/conserve <u>structural</u> framing and lumber. Points awarded according to components listed below: ☐ Roof trusses, wall studs, floor framing spaced 24" on center (stacked framing) – 4 pts ☐ Aligning all door and window openings with stud spacing – 1 pt ☐ Single top plates – 1 pt ☐ Ladder-backed framing or alternate at all partition wall connections – 1 pt ☐ 2 stud exterior wall corners utilizing drywall clips or alternate means of fastening (NO California corners) – 2 pts ☐ Headers – no headers on non-bearing walls; for bearing walls, insulate and size for actual load conditions – 2 pts	Varies		Building plans & photos
121	Engineered lumber products used for the following: ☐ ≥ 50% beams – 2 pts ☐ ALL load-bearing window and door headers – 1 pt ☐ ALL plate and rim joist material – 2 pts ☐ ≥ 10% of stud wall framing – 1 pt	Varies		Spec sheet or field verification
122	Finger-jointed material used for the following: ☐ Plate material – 2 pts ☐ Stud material for 90% of wall framing – 2 pts	Varies		Spec sheet or field verification
123	Recycled-content sheathing where sheer corners and sheer walls are not required (minimum 50% post consumer content by weight) ⇒ OSB does <u>NOT</u> qualify for this point	1		Product literature
124	Non-structural elements of decking materials with the following: ⇒ Choose only one: ☐ ≥ 50% or greater recycled content by weight – 3 pts ☐ ≥ 80% or greater recycled content by weight – 4 pts ☐ Add points for ≥ 25% post-consumer recycled material – 1 pt	Varies		Product data

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
	☐ Add points if product is 100% <u>recyclable</u> (≥ 50% of decking material must be from post-consumer recycled sources to take this point) – 1 pt			
125	All decking materials made from third-party certified sustainably-harvested lumber	3		Certificate
	XIX. MATERIAL RESOURCE EFFICIENCY: SUB-FLOOR			
126	Natural cork or 100% recycled or recovered content underlayment	3		Product data
127	Plywood or Oriented Strand Board (OSB) made from sustainably harvested sources for sub-flooring	1		Certificate
	XX. MATERIAL RESOURCE EFFICIENCY: ROOFING			
128	Minimum 40-year roofing material, including concrete, slate, clay or metal ⇒ Cannot combine points with any other roofing material	6		Spec Sheet
129	Asphalt composition shingle (organic or fiberglass based) roofing material must meet <u>one</u> of the following: ⇒ Cannot combine points with any other roofing material ☐ 40-year roofing material – 2 pts ☐ 50-year roofing material – 4 pts	Varies		Spec Sheet
130	Recycled-content roofing material with Class-A fire rating, with ≥50% post consumer content ⇒ Cannot combine points with any other roofing material ☐ 40-year roofing material – 4 pts ☐ 50-year roofing material – 6 pts	Varies		Spec Sheet
131	Installation of minimum # 30 roofing felt on entire roof	2		Spec Sheet
	XXI. MATERIAL RESOURCE EFFICIENCY: INSULATION			
132	Insulation is certified by a third party to contain at least: (choose only one) ☐ Minimum 75% recycled content (≤ 70% must be post consumer) – 2 pts ☐ Minimum 25% recycled content (≤ 20% must be post consumer) – 1 pt	Varies		Product data
133	HCFC-free foam insulation used for spray foam, ICF blocks, SIPs or rigid insulation	1		Product data
	XXII. MATERIAL RESOURCE EFFICIENCY: WINDOWS & DOORS			
134	Window frames made from third-party certified sustainably harvested wood	2		Certificate or product data
135	Tropical hardwoods, if used anywhere in the home, are from third party certified sustainably harvested wood	2		Product data
136	Doors in home must use non-urea formaldehyde based binders, and constitute one or all of the following: (1 pt per door, max 4 pts) ☐ Recycled content doors (≥ 25% post consumer) ☐ Recovered content doors (e.g. agri-fiber, re-milled wood products) ☐ Reclaimed/reused doors	1		Product data
137	Doors made from third-party certified sustainably harvested wood (1 pt per door, max 4 pts)	1		Certificate
	XXIII. MATERIAL RESOURCE EFFICIENCY: EXTERIOR WALL FINISHES			
138	Wall finish material comprises 50% or more of the exterior wall area, with proper drainage plane installation and/ or manufacturer's specifications regarding drainage plane. (Choose only one) ⇒ Requires item#145 "50% of façade material..." ⇒ See Guide to the Built Green Checklist for proper drainage plane installation	6		Spec sheet & Photo

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
	☐ Indigenous stone (500 mile radius) ☐ Locally produced brick (500 mile radius)			
139	Wall finish material comprises 50% or more of the exterior wall area, with proper drainage plane installation and/ or manufacturer's specifications regarding drainage plane. (Choose only one) ⇒ See Guide to the Built Green Checklist for proper drainage plane installation ☐ Natural or synthetic stucco (EIFS) – 3 pts ☐ Molded cementitious stone – 3 pts	Varies		Spec sheet & Photo
140	Fiber cement fascia and soffits	2		Spec sheet
141	Wood siding is 100% from third-party certified sustainably harvested sources on 50% or more of exterior wall area, with proper drainage plane installation, primed on all six (6) sides of the material, and maintains a minimum ¼" air gap between the siding material and the sheathing and drainage plane material	3		Certificate, spec sheet and photos
142	Fiber cement siding on 50% or more of exterior wall area with proper drainage plane installation and/or manufacturer's specifications regarding drainage plane. See Guide to the Built Green Checklist for proper drainage plane installation	3		Spec sheet
143	Recycled and/or recovered-content siding (minimum 50% pre- or post-consumer) on 50% or more of exterior wall area	1		Product data
144	Recycled and/or recovered-content fascia, soffits or trim (minimum 50% pre- or post-consumer)	1		Product data
145	50% of façade material is regionally produced (within 500 mile radius)	1		Product data
XXIV. MATERIAL RESOURCE EFFICIENCY: INTERIOR FINISH FLOOR				
146	Natural fiber carpet (e.g. wool, sisal, etc.) made with non-SB latex backing ☐ ≥ 25% of carpeted floor area – 2 pts ☐ ≥ 50% of carpeted floor area – 4 pts	Varies		Product data
147	Domestic wood flooring from reused/recovered or re-milled sources ☐ ≥ 25% of hard surface floor area – 3 pts ☐ ≥ 50% of hard surface floor area – 6 pts	Varies		Product data
148	Natural linoleum in place of any vinyl sheet flooring or vinyl composition tile, with low toxic adhesives or backing ☐ ≥ 10% of hard surface floor area – 2 pts ☐ ≥ 25% of hard surface floor area – 4 pts	Varies		Product data
149	Wood flooring made from third-party certified sustainably harvested sources ☐ ≥ 25% of hard surface floor area – 3 pts ☐ ≥ 50% of hard surface floor area – 6 pts	Varies		Certificate
150	Bamboo in place of hardwood ☐ ≥ 25% of hard surface floor area – 3 pts ☐ ≥ 50% of hard surface floor area – 6 pts	Varies		Product data
151	Cork flooring in place of hardwood or tile ☐ ≥ 10% of hard surface floor area – 2 pts ☐ ≥ 25% of hard surface floor area – 4 pts	Varies		Product data
152	100% of carpet pad in house is made from the following: (choose only one) ☐ Recycled content textile, carpet, carpet cushion or tire waste (rebond still qualifies) – 1 pt ☐ Natural fiber (wool felt, etc.) or 100% post consumer recycled content carpet pad – 2 pts	Varies		Product data

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
153	Recycled-content carpet, ≥ 25% post consumer recycled content ☐ ≥ 50% of carpeted floor area – 1 pt ☐ 100% of carpeted floor area – 2 pts	Varies		Product data
154	Ceramic or glass tile is 50% or more post consumer recycled-content	2		Product data
XXV. MATERIAL RESOURCE EFFICIENCY: CABINETRY AND TRIM				
155	Cabinets and drawer boxes are made from materials that <u>contain no added urea-formaldehyde resins</u> and are made from the following: ☐ Agri-fiber material – 4 pts ☐ SCS or CPA/EPP Certified Composition wood used in cabinets (i.e., particle/fiber board, MDF) – 3 pts SCS = "Scientific Certification Systems" CPA/EPP = "Composite Panel Association's "Environmentally Preferable Product"	Varies		Product data
156	Shelving and/or Countertops are made from materials that <u>contain no added urea-formaldehyde resins</u> and are made from the following: ☐ Agri-fiber material – 3 pts ☐ SCS or CPA/EPP Certified Composition wood used in shelving and/or countertops (i.e., particle/fiber board, MDF) – 2 pts SCS = "Scientific Certification Systems" CPA/EPP = "Composite Panel Association's "Environmentally Preferable Product"	Varies		Product data
157	Cabinet frames, doors and drawer fronts with low-VOC finishes (≤ 250 grams/liter), made from one or all of the following: (choose only one) ☐ 100% reclaimed or salvaged wood ☐ 100% agri-fiber composite material (w/ no added urea-formaldehyde resins) ☐ 100% bamboo or other rapidly renewable resource ☐ Third-party certified sustainably harvested sources	4		Product data or Certificate
158	Trim made from the following materials: ☐ SCS Certified Composition wood used for trim (i.e. fiber board/MDF) – 2 pts ☐ Finger-jointed trim – 1 pt	Varies		Product data
159	Solid hardwood trim from third-party certified sustainably harvested sources	2		Certificate
XXVI. MATERIAL RESOURCE EFFICIENCY: MATERIALS REDUCTION & RE-USE				
160	Home size. Choose only one: ☐ House does not exceed 2000 square feet of conditioned area (excluding crawl space) – 10 pts ☐ House does not exceed 1500 square feet of conditioned area (excluding crawl space) – 15 pts	Varies		Builder plans
161	Specify salvaged, reclaimed or refurbished materials for 5% of structural materials	5		Spec sheet
162	Specify salvaged, reclaimed or refurbished materials for 5% of finish materials, not including flooring ⇒ Cannot combine with #147 "domestic wood flooring from reused/recovered ..."	5		Spec sheet
163	Paints or finishes with recycled-content and VOC content of ≤ 200 grams/liter	1		Product data
XXVII. MATERIAL RESOURCE EFFICIENCY: CONSTRUCTION WASTE REDUCTION & RECYCLING				
164	Minimize jobsite waste by sending to the landfill NO MORE than 2.0 lbs per square foot of conditioned floor area (which roughly equates to: 13 cubic yards per 1,000 square feet), through one or more of the following: Max pts. 8 ☐ Reducing material waste through efficient material procurement/building practices – 6pts ☐ Demonstrating an onsite recycling and/or reuse program – 6pts ☐ Utilizing a waste hauler with a solid waste management and recycling plan (waste diversion records required) – 6pts ☐ Use of an on-site grinder – 2 pts ⇒ See Guide for additional information	Varies		Builder letter/plan or waste diversion record
165	Built-in recycling center with two or more bins	3		Field verification or invoice

2007 Built Green® Checklist VERSION 2007.2		Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
REQ.	XXVIII. RESOURCE CONSERVATION: WATER → REQUIRED CATEGORY - MUST SELECT AT LEAST ONE OPTION			
166	Clothes washer meets one (or both) of the following requirements: ☐ ENERGY STAR® labeled product – 3 pts ☐ Add pts for washers which meet the Consortium for Energy Efficiency (CEE) Tier 3B with a water factor of < 5.5 – 3 pts	Varies		Label
167	Install a hot water demand controlled recirculation pump. A manual control or occupant sensor switch shall operate the pump with an automatic sensor shut-off.	3		Spec Sheet
168	Bathroom faucets fitted with aerator restricting flow to 1.8 gpm or less	1		Field Verification
169	Kitchen faucet fitted with aerator restricting flow to 2.0 gpm	1		Field Verification
170	Showerheads installed are low-flow (less than ≤ 2.0 gpm) (1 point for each showerhead)	1		Field Verification
171	Dual-flush gravity, pressure or vacuum assist toilet averaging 1.1 gpf <u>with a performance factor ≥ 400 grams/flush</u> . (3 points for each installed, max 9 pts) ⇒ Performance standards referenced in the MaP test 7 th or later Editions. See Guide to the Checklist for MaP Test reference ☐ Dual-flush gravity toilet ☐ Pressure or vacuum assist toilet	3		Spec Sheet
172	Standard and High Efficiency Toilets (HET) meet the following: ⇒ Performance standards referenced in the MaP test 7 th or later Editions. See Guide to the Checklist for MaP Test reference ☐ ≤ 1.6 Gallons Per Flush toilets <u>with a performance factor ≥ 400 grams/flush</u> – 1 pt per toilet (max 3) ☐ ≤ 1.3 GPF toilets <u>with a performance factor greater than ≥ 400 grams/flush</u> – 2 pts per toilet (max 6)	Varies		Spec Sheet
173	Landscape is designed based on a water budget with a maximum of 15 gal/sq. ft. per year when fully established, in addition to natural precipitation. Copy of water budget should be provided to homeowner or available in HOA documents. See http://www.greenco.org/downloadables/Water%20Budgeting.pdf for water budget calculations	8		Copy of water budget
174	Soil amendment must include ALL of the following: ☐ Install at least three cubic yards of soil amendment per 1000 square feet of installed landscape area, based on soil analysis. ☐ Amendment must be tilled 4-6" below the surface	4		Invoice
175	Efficient irrigation system, must including ALL of the following: ☐ Installed irrigation system is designed for the efficient distribution of water, based on hydrozones ☐ Turf and bedding areas are zoned separately ☐ Shrubs and trees are irrigated with non-spray irrigation systems such as drip irrigation and subsurface irrigation	4		Subcontractor letter
176	Installed irrigation system controls include at least one of the following: ☐ Soil moisture, rain sensor, or other irrigation efficiency device – 2 pts ☐ Evapotranspiration (ET) controllers that allow flexible programming to adjust watering schedules to the historical needs of plant types – 3 pts ☐ Evapotranspiration (ET) device features "real-time" feedback (i.e., radio, internet or pager signals from a weather station) – 1 pt	Varies		Landscaper or Irrigation Contractor Letter
177	Irrigation system is equipped with a master valve that prevents the mainline and zone valves from being pressurized unless the irrigation controller initiates an irrigation cycle. (This is NOT a typical back-flow prevention device)	1		Spec sheet
178	Pop-up sprinklers are equipped with pressure-compensating heads and check valves. All systems should be designed and installed with head-to-head spacing of sprinklers and nozzles with matched precipitation rates for each zone	2		Subcontractor letter
179	Installed bedding areas are mulched to a depth of 3" ☐ Additional point if mulch or compost is generated from on-site construction or tree trim waste – 1 pt	2		Builder Letter
180	Install practical turf areas and turf alternatives following Xeriscape principles (See http://www.water.denver.co.gov/xeriscapeinfo/xeriscapeframe.html for Xeriscape details). ☐ Turf should not be installed in narrow strips less than 8 ft wide – 1 pt	Varies		Subcontractor

	2007 Built Green® Checklist VERSION 2007.2	Point Value	Check Builder's Selected Options Here	Documents REQUIRED at Time of Random Inspection
	☐ Turf should not be installed on slopes greater than 4:1 or in areas that are difficult to efficiently irrigate and manage – 1 pt ☐ Native or low water-use plantings – 1 pt ☐ Cool season turf grass, buffalo grass, blue grama grass, turf-type tall fescue and fine fescues– 1 pt			letter
181	Permeable materials comprise 40% of areas for all walkways, patios and driveways	2		Product data
182	Rainwater directed toward landscaping where practical. Landscapes receiving <u>redirected</u> water must be at least five feet from the building foundation	1		Field verification
183	Irrigation system is designed by a Certified Irrigation Designer (CID) and installed by a Certified Irrigation Contractor (CIC) or Certified Landscape Technician (CLT). See http://www.irrigation.org to search for professionals in your area	2		Certificate
184	Installed irrigation system is certified by a Certified Landscape Irrigation Auditor (CLIA). See http://www.irrigation.org to search for professionals in your area	2		Certificate
185	Provide a list of drought tolerant plants to homebuyers. Add an additional point if water-wise landscaping is incorporated on a model home in this development	1		Copy
186	Provide homebuyers with at least 3 sample water-wise landscaping and irrigation sketch plans (when landscaping is not installed)	3		Copies
	75 POINTS MINIMUM REQUIRED. Enter your point total here.			